

QUAY WATERFRONT NEWSTEAD

DISCLOSURE DOCUMENTS

Buyer _____

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).

Complete
Buyer's full
name

Seller Mirvac Queensland Pty Limited ABN 24 060 411 207

Lot No. _____ **Quay Waterfront Newstead** 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 Administration Agreement Engagement of a Body Corporate Manager;
6. Proposed Management Engagement & Letting Authorisation Agreement;
7. Proposed Concierge Agreement;
8. Proposed Utility Billing Agreement;
9. Proposed Stormwater Agreement;
10. Proposed Hertz Agreement;
11. Electric Vehicle Charging Agreement; and
12. Proposed Alarm Agreement.

Part B – Other Disclosure

1. Description of Parcel;
2. Disclosure About Benefits from Service Contracts;
3. Proposed Specifications; and
4. 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 _____ 202____.

.....
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 3 - 19.12.23

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 the 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.

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.

BODY CORPORATE & COMMUNITY MANAGEMENT ACT 1997 – SECTION 213 STATEMENT

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;

PART A - STATUTORY DISCLOSURE

- (c) are inclusive of GST;
- (d) may be subject to minor rounding differences or errors; and
- (e) are estimates only and subject to change due to factors affecting those costs including increases in taxes, changes to laws and regulations, changes to timeframes for completion of construction and general economic factors affecting the costs of services, equipment and other expenditure items over time.

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:

$$\text{Proportion to be borne by Buyer} = \frac{\text{CE}}{10,011}$$

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

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 this 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:

PART A - STATUTORY DISCLOSURE

- (a) are set out in the Schedule;
- (b) are estimates only and subject to change due to factors affecting costs including inflation, increases in taxes, changes to laws and regulations, changes to timeframes for completion of construction and general economic factors affecting the costs of services, equipment, insurance, supply of utilities and other expenditure items over time; and
- (c) may increase due to the factors set out above.

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 the reasons set out above. The Seller estimates that the annual contributions will increase for 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

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 | \$33,786.50 |
| Total Term | \$106,511.94 |

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

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 | \$278,795.00 |
| Total Term | \$10,164,660.60 |

PART A - STATUTORY DISCLOSURE

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

5. Concierge Service Contractor (Concierge Agreement)

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

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 Concierge 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 | \$74,250.00 |
| Total Term | \$2,707,100.38 |

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

6. Utility Billing Service Agreement

This disclosure is given on the basis that the Utility Billing Service Agreement (**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 3 year 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 set out in the table below:

| Period | Non-Recoverable Cost* | Recoverable Cost** |
|----------------|-----------------------|--------------------|
| Year 1, months | \$0.00 | \$20,413.00 |
| Total Term | \$0.00 | \$63,094.54 |

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).

PART A - STATUTORY DISCLOSURE

subject to additional fees and disbursements as set out in 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 relates to the proportion of the cost of the engagement that is not recoverable from occupiers to be borne by the Buyer; and
- (d) utility billing services are supplied to the Body Corporate under the Utility Billing Agreement on a per utility per lot 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 \$163.90 per utility per lot for the first year, subject to annual increases according to the terms of the Utility Billing Agreement.

7. Service Contractor - Maintenance Agreement (Stormwater 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 10 year engagement are as set out in the proposed *Maintenance Agreement (Stormwater 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 | \$4,672.80 |
| Total Term | \$57,420.34 |

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

8. Hertz Agreement

This disclosure is given on the basis that the *Contract for delivery of services (Hertz Agreement)* is a Disclosable Engagement. The Seller does not admit that the Hertz Agreement is a Disclosable Engagement.

Regarding the Hertz 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 Hertz Agreement contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is set out in the table below:

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| Period | Estimated cost |
|----------------------------|----------------|
| Year 1 | \$17,160.00 |
| TOTAL TERM (Assume 1 year) | \$17,160.00 |

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer; and
- (d) the cost of the engagement to an occupant of the Lot who elects to use a Hertz vehicle parked in the Scheme will be in accordance with Hertz's advertised rates in the relevant rate plan chosen at the time of establishment of the account.

9. Service Contractor - Proposed Electric Vehicle Charging Agreement

This disclosure is given on the basis that the proposed *Terms and Conditions* with JET Charge Pty Ltd, together with the *Electric Vehicle Charging Proposal (EV Equipment Agreement)* and the *Site Host Terms and Conditions* with Chargefox Pty Ltd (**EV Billing Agreement**) (together referred to as **EV Engagements**) may be Disclosable Engagements. The Seller does not admit that either proposed agreement is a Disclosable Agreement.

The Seller discloses the following in respect of the EV Engagements:

- (a) occupants/owners of the Scheme may elect to purchase an electric vehicle charger from JET Charge Pty Ltd for installation in or in the vicinity of any carpark allocated for the exclusive use of occupants of their lot (**Participants**);
- (b) JET Charge Pty Ltd under the EV Equipment Agreement and Chargefox Pty Ltd under the EV Billing Agreement will manage the supply of equipment, electricity, meter reading and billing for the Body Corporate and will be paid fees. Any equipment installed by JET Charge Pty Ltd pursuant to the EV Equipment Agreement remains the property of JET Charge Pty Ltd;
- (c) electricity will be sold by the Body Corporate to Participants at a price equivalent to the cost of the electricity to the Body Corporate plus the fees payable under the EV Engagements for the Lot;
- (d) the proposed terms of the EV Engagements are set out in these Disclosure Documents;
- (e) the cost to the Body Corporate of the:
 - (i) EV Equipment Agreement is estimated to be \$100.00 plus GST per annum per charger; and
 - (ii) EV Billing Agreement is estimated to be \$330.00 plus GST per annum per charger plus the cost of electricity consumed by the Participants;
- (f) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer. All costs of the electricity consumed by the Participants are recoverable from Participants;
- (g) if the term of the EV Equipment Agreement is less than 12 months, the Body Corporate must pay all fees and charges associated with the requirement of any equipment installed by JET Charge Pty Ltd;

PART A - STATUTORY DISCLOSURE

- (h) Participants are responsible for the cost of the purchase and installation of any electric vehicle charger from JET Charge Pty Ltd;
- (i) Participants who wish to acquire electricity for charging of electric vehicles under this arrangement will be required to enter into agreements captured by the:
 - (i) in the case of supply of equipment - *Terms and Conditions - General* - which **accompanies** the EV Equipment Agreement; and
 - (ii) in the case of supply of electricity - *Chargefox Network Terms and Conditions* - which **accompanies** the EV Billing Agreement.

10. 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.

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 | \$3,500.20 |
| Total Term | \$10,818.15 |

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

11. 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);

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- (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.

12. 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 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.

13. 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 | Approximate Value |
|---|-------------------|
| Wellness centre furniture and equipment (including gym equipment) | \$105,000.00 |
| Lobby area furniture and artwork | \$90,000.00 |
| Level 2 furniture and equipment | \$105,000.00 |
| Rooftop furniture | \$115,000.00 |
| Lift lobby artwork and décor | \$25,000.00 |

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.

14. Community Management Statement

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

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15. **Building Management Statement** (this part applies on the *Property Law Act 2023* coming into operation)

Not applicable - no building management statement is proposed to apply to the Scheme Land.

16. **Applicable Regulation Module**

The *Body Corporate and Community Management (Accommodation Module) Regulation 2020* is proposed to apply to the Scheme.

17. **Prescribed Matters**

No other matters are prescribed to be included in this Statement pursuant to the *Body Corporate and Community Management (Accommodation Module) Regulation 2020*.

18. **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 the *Fire and Emergency Services 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:

PART A - STATUTORY DISCLOSURE

- (G) authorising the making of improvements or alterations to a lot in the Scheme if Body Corporate approval is required;
 - (H) authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
 - (I) granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;
 - (J) 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;
 - (K) the election of executive and ordinary members of the Committee;
 - (L) to authorise, ratify or give effect to anything disclosed to the Buyer in the Contract or these Disclosure Documents;
 - (M) 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, transfer, reconfiguration etc of the Body Corporate;
 - (N) authorising a variation to any of the Body Corporate Agreements; and
 - (O) prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller;
- (c) 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 Development or any part of it; or
 - (ii) any licences or approvals required by any other owner or occupant of a lot included in the Development 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

PART A - STATUTORY DISCLOSURE

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.
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PART A - STATUTORY DISCLOSURE

IDENTIFICATION PLAN

(The Identification Plan follows this page)

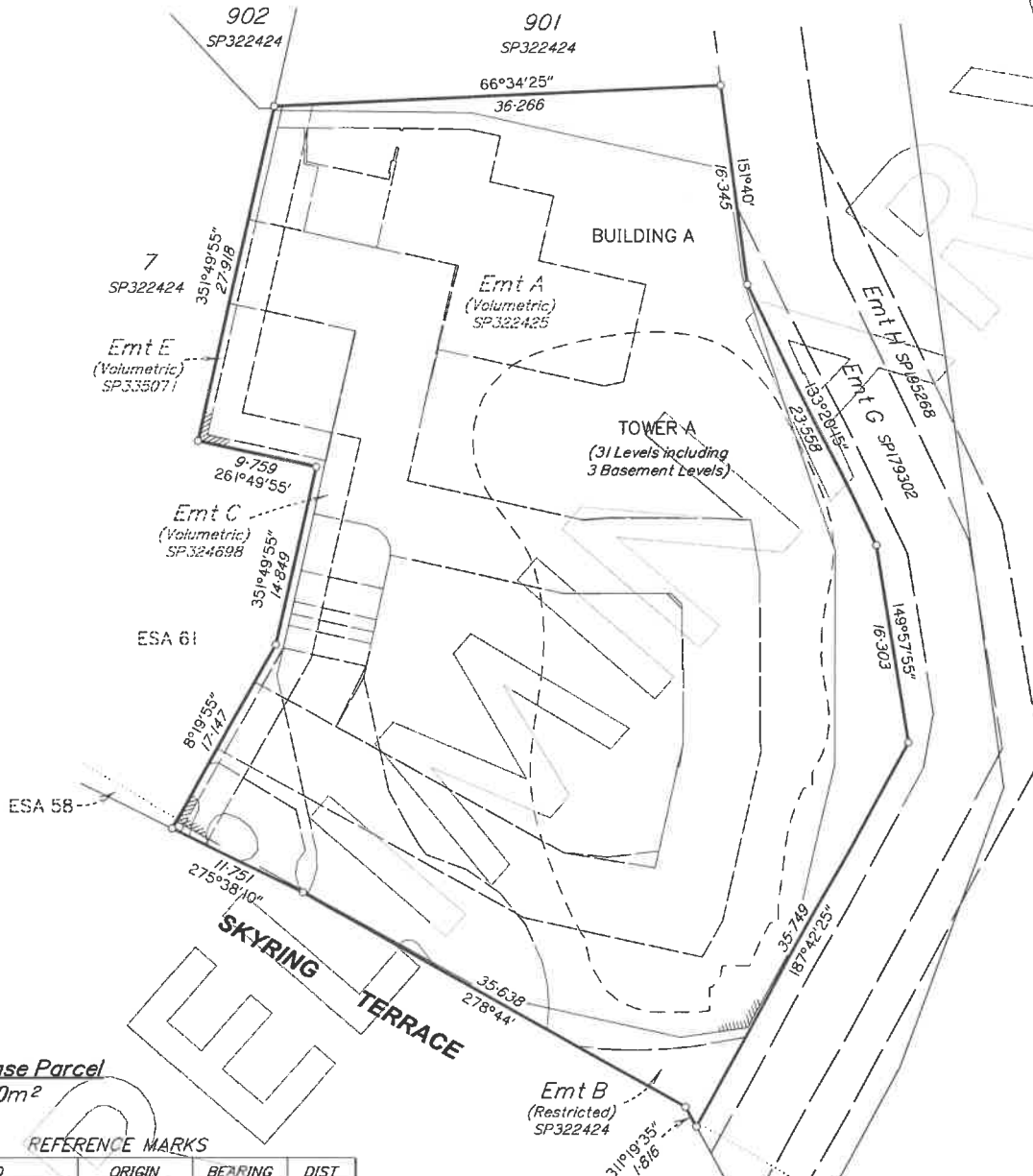
The Identification Plan identifies the Lot.

The Seller, under the Contract Terms, is entitled to make Variations to the Lot. The Buyer will not Object to any Variation to the Lot 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%.

"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."



Area of Base Parcel
3410m²

REFERENCE MARKS

| STN | TO | ORIGIN | BEARING | DIST |
|-----|----|--------|---------|------|
| | | | | |
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PRELIMINARY STATUS

ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY.



Plan of Lots 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1081-1087, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1176-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 & Common Property

Cancelling Lot 1 on SP322424

LOCAL GOVERNMENT: BRISBANE C.C. LOCALITY: NEWSTEAD

Meridian: *Vide SP322424*

Survey Records: *No*

| | |
|-----------------|-----------------|
| Scale: | 1:400 |
| Format: | BUILDING |
| SP322426 | |

BRM2372_CUN_75_8 SP322426

(Dealing No.)

4. Lodged by

(Include address, phone number, email, reference, and Lodger Code)

| I. Existing | | Created | | |
|-----------------|-------------------|--|------|---------------------|
| Title Reference | Description | New Lots | Road | Secondary Interests |
| | Lot 1 on SP322424 | 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 | | |

ENCUMBRANCE EASEMENT ALLOCATION

| Easement | Lots To Be Encumbered |
|--------------------------|-----------------------|
| (Easement A on SP322425) | CP |
| (Easement B on SP322424) | CP |
| (Easement C on SP324698) | CP |
| (Easement D on SP324699) | CP |
| (Easement E on SP335071) | CP |
| (Easement F) | CP |

1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252

ESA 61

CP

ESA 58 & ESA 61

Lots

Orig

2. Orig Grant Allocation :

3. References :

Dept File :
Local Govt :
Surveyor : BRMM2372.CUN

5. Passed & Endorsed :

By: LandPartners Pty Ltd
Date :
Signed :
Designation : Liaison Officer

Development Approval Date:

6. Building Format Plans only.

I certify that:
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~

Cadastral Surveyor/Director* Date
*delete words not required

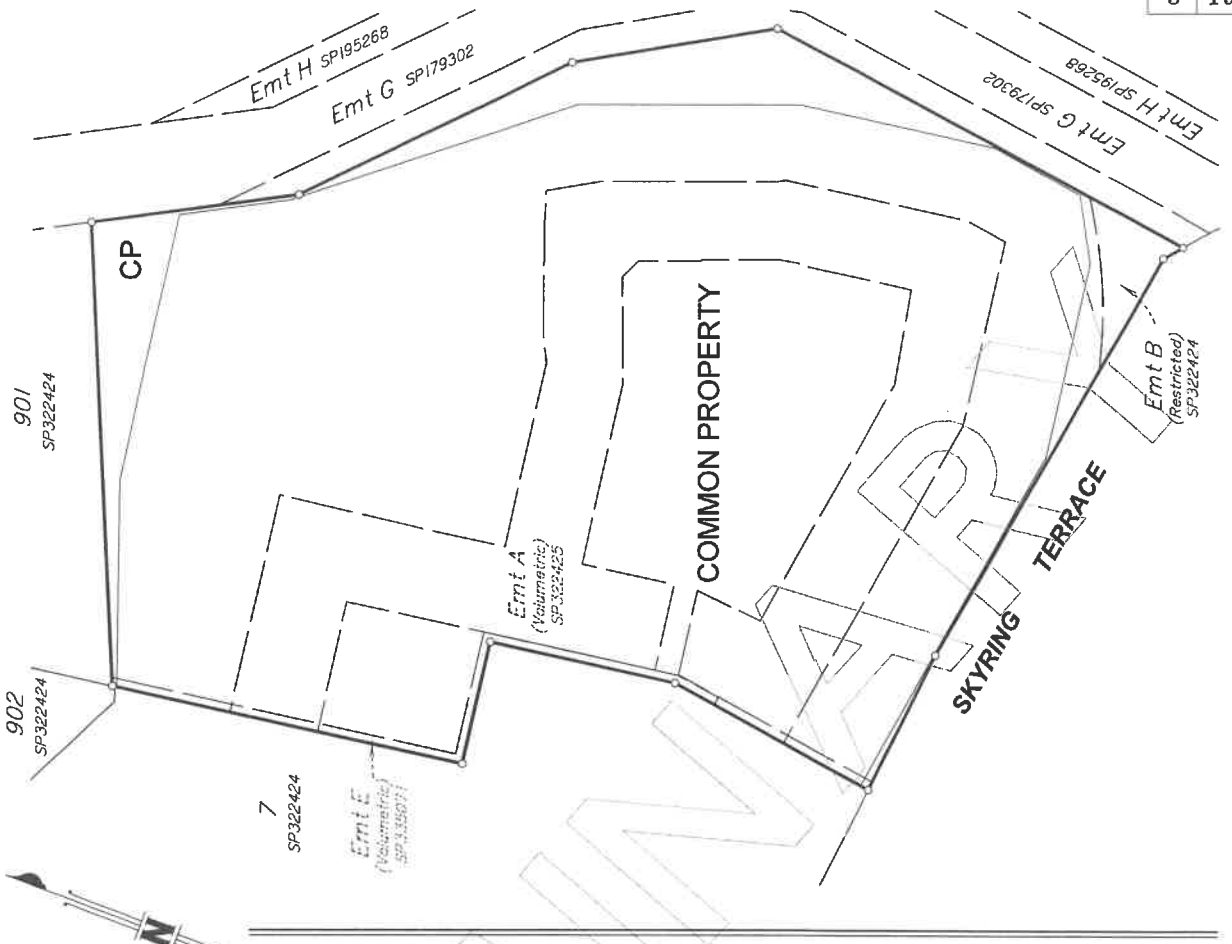
7. Lodgement Fees :

Survey Deposit \$
Lodgement \$
.....New Titles \$
Photocopy \$
Postage \$
TOTAL \$

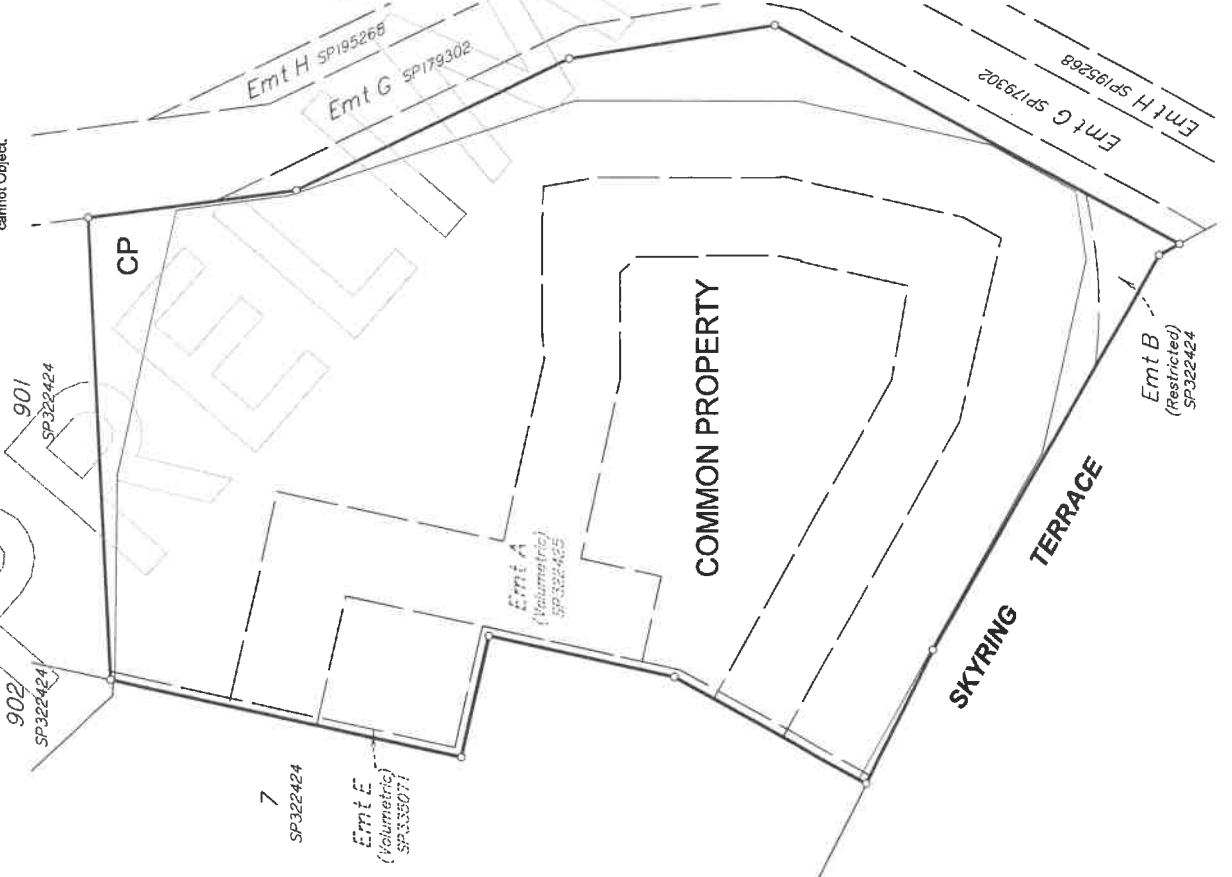
8. Insert Plan Number **SP322426**

LEVEL B
(BASEMENT 2)

"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.
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LEVEL A
(BASEMENT 3)



SCALE 1: 400

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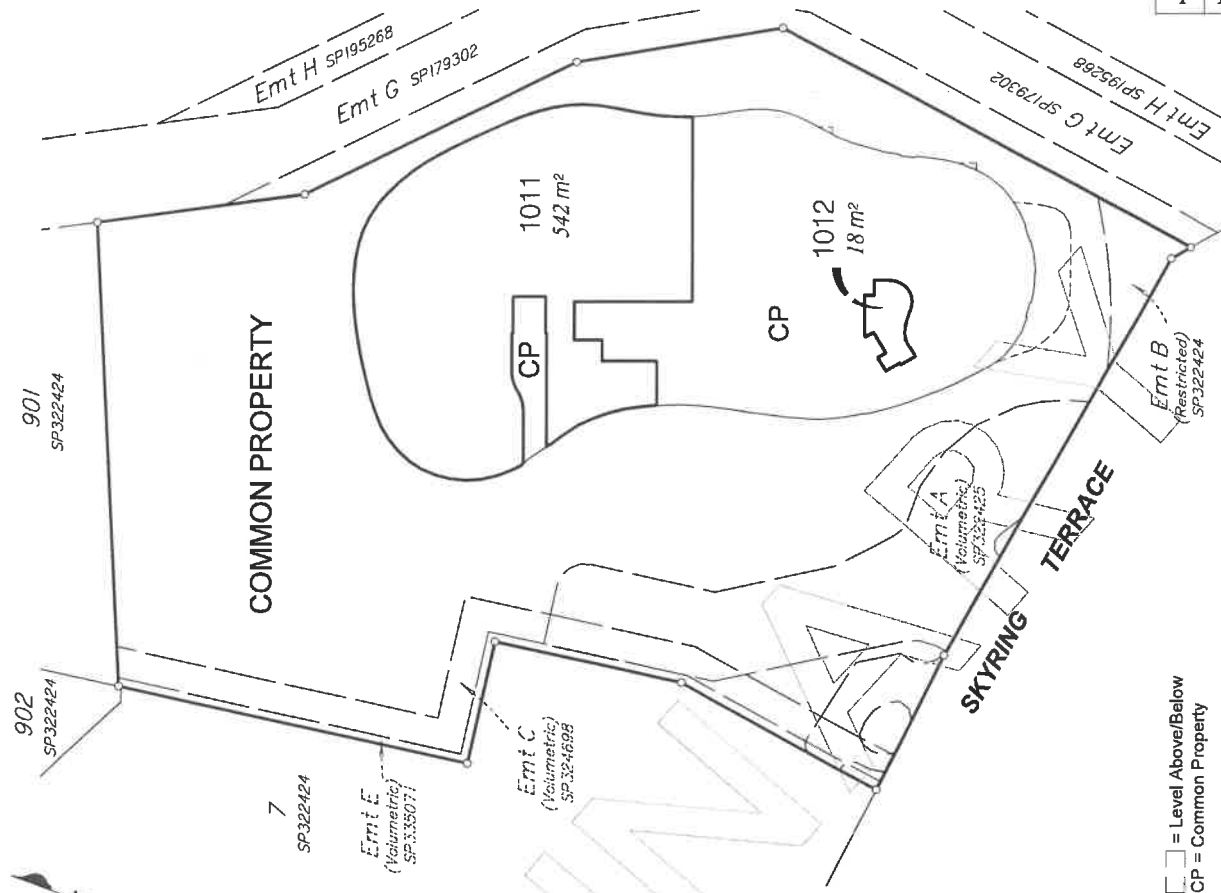
Insert Plan Number **SP322426**

BRMM2372_CUN_75_8 SP322426

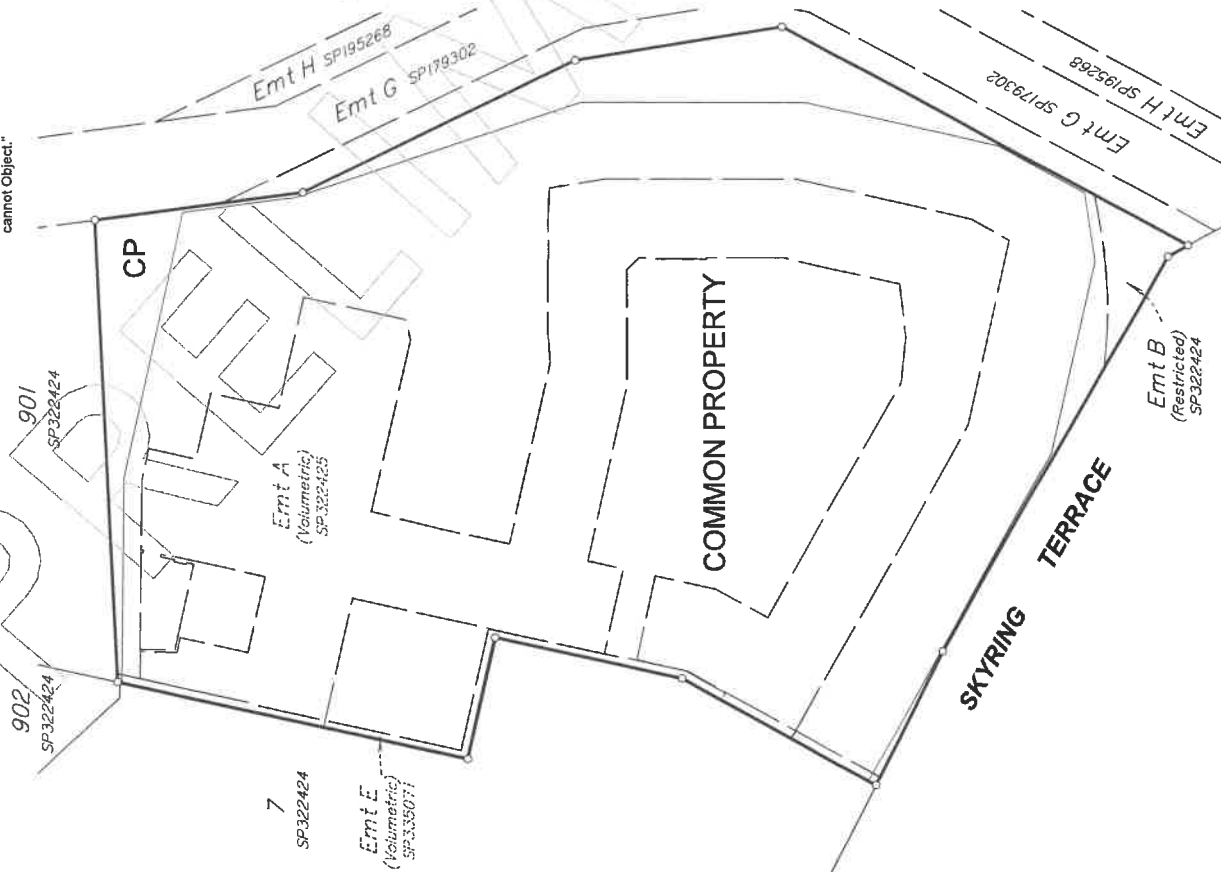
LEVEL D
(LEVEL 1)

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LEVEL C
(BASEMENT 1)



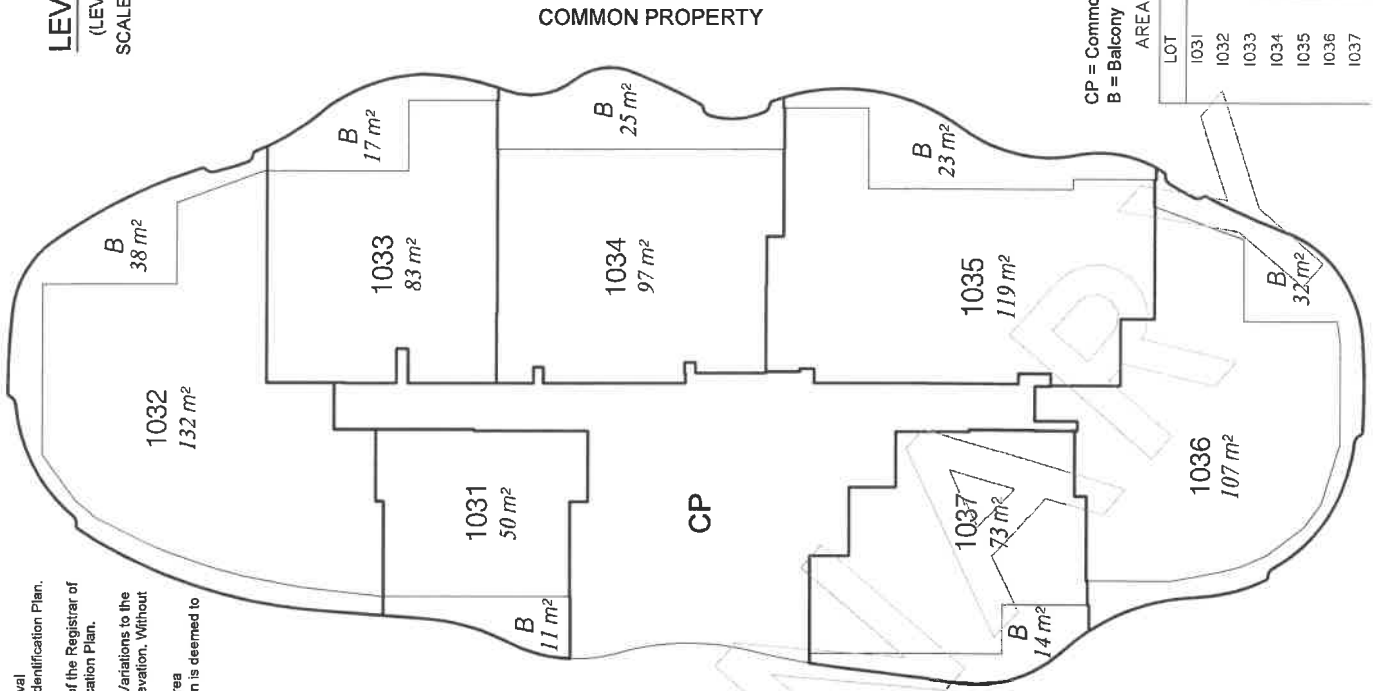
SCALE 1:400



State copyright reserved

Insert Plan Number **SP322426**

LEVEL F
(LEVEL 3)
SCALE - 1:200

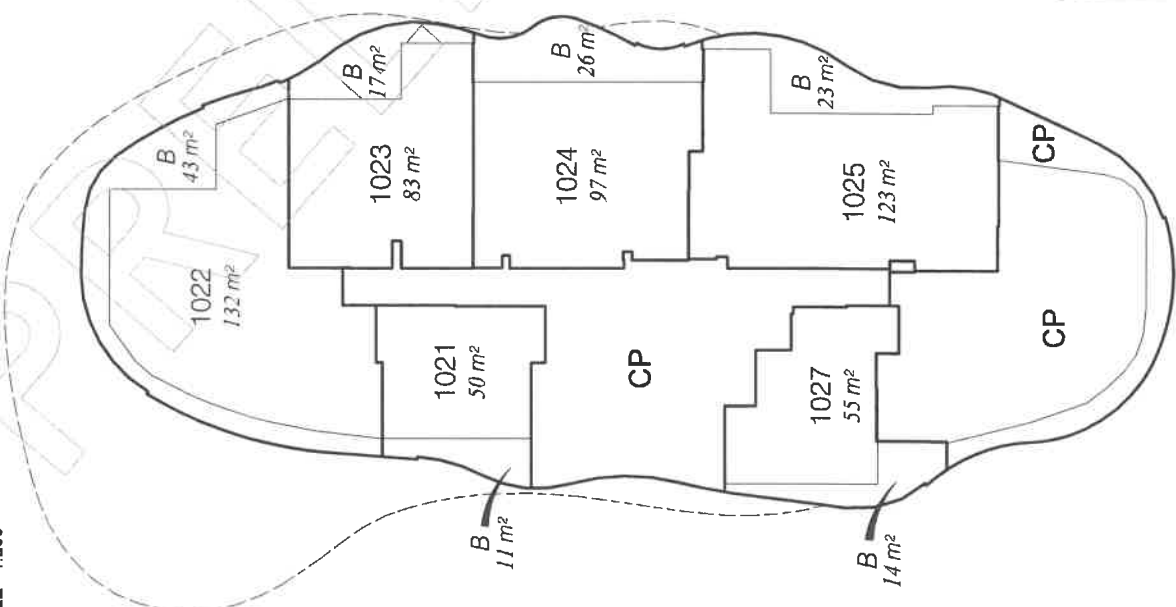


CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1031 | 61m ² |
| 1032 | 170m ² |
| 1033 | 100m ² |
| 1034 | 122m ² |
| 1035 | 142m ² |
| 1036 | 139m ² |
| 1037 | 87m ² |

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COMMON PROPERTY



□ = Level Above/Below
CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1021 | 61m ² |
| 1022 | 175m ² |
| 1023 | 100m ² |
| 1024 | 123m ² |
| 1025 | 146m ² |
| 1027 | 69m ² |

LEVEL E
(LEVEL 2)
SCALE - 1:250

LEVEL H
(LEVEL 5)

COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1051 | 61m ² |
| 1052 | 170m ² |
| 1053 | 100m ² |
| 1054 | 122m ² |
| 1055 | 142m ² |
| 1056 | 139m ² |
| 1057 | 87m ² |



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COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1041 | 61m ² |
| 1042 | 169m ² |
| 1043 | 99m ² |
| 1044 | 123m ² |
| 1045 | 142m ² |
| 1046 | 139m ² |
| 1047 | 87m ² |



LEVEL G
(LEVEL 4)

SCALE 1:200



Insert Plan Number
SP322426

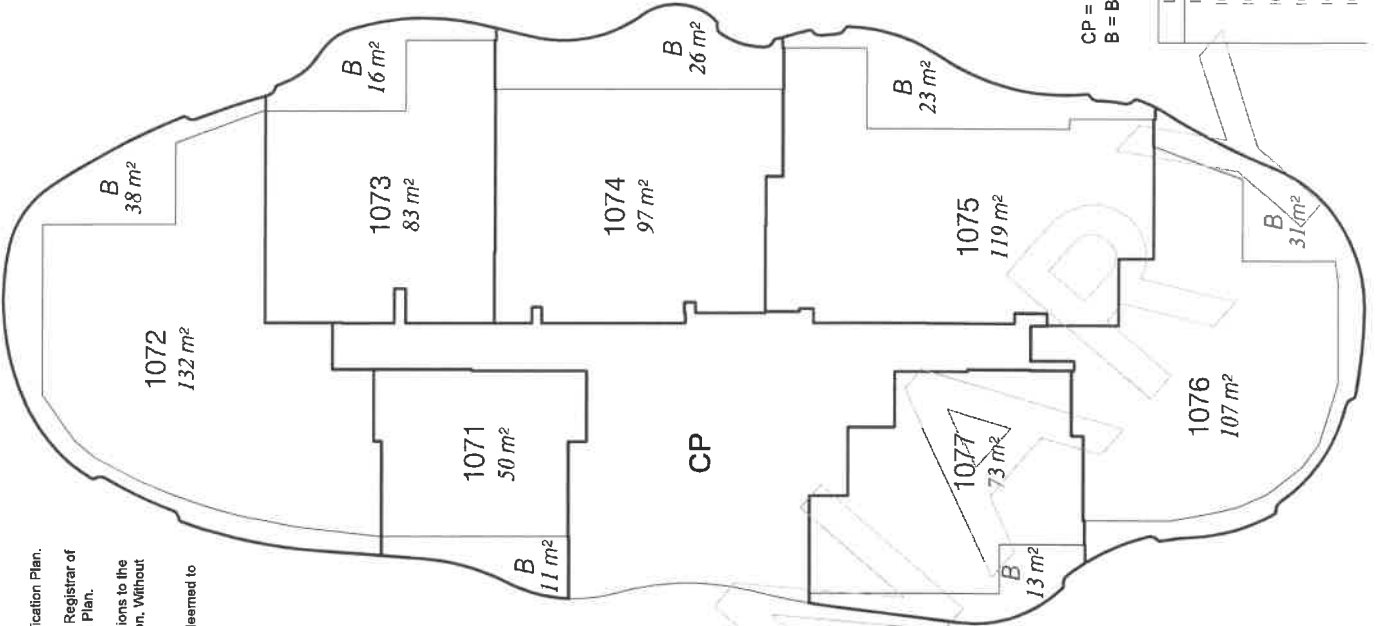
State copyright reserved

LEVEL J
(LEVEL 7)

COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1071 | 61m ² |
| 1072 | 170m ² |
| 1073 | 99m ² |
| 1074 | 123m ² |
| 1075 | 142m ² |
| 1076 | 138m ² |
| 1077 | 86m ² |



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COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1061 | 61m ² |
| 1062 | 171m ² |
| 1063 | 100m ² |
| 1064 | 125m ² |
| 1065 | 146m ² |
| 1066 | 141m ² |
| 1067 | 87m ² |



LEVEL I
(LEVEL 6)

SCALE 1: 200



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Insp
Plan
Number **SP322426**

LEVEL L
(LEVEL 9)

COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1091 | 61m ² |
| 1092 | 170m ² |
| 1093 | 100m ² |
| 1094 | 126m ² |
| 1095 | 146m ² |
| 1096 | 140m ² |
| 1097 | 87m ² |



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COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1081 | 61m ² |
| 1082 | 170m ² |
| 1083 | 100m ² |
| 1084 | 122m ² |
| 1085 | 142m ² |
| 1086 | 138m ² |
| 1087 | 87m ² |



LEVEL K
(LEVEL 8)

SCALE 1: 200



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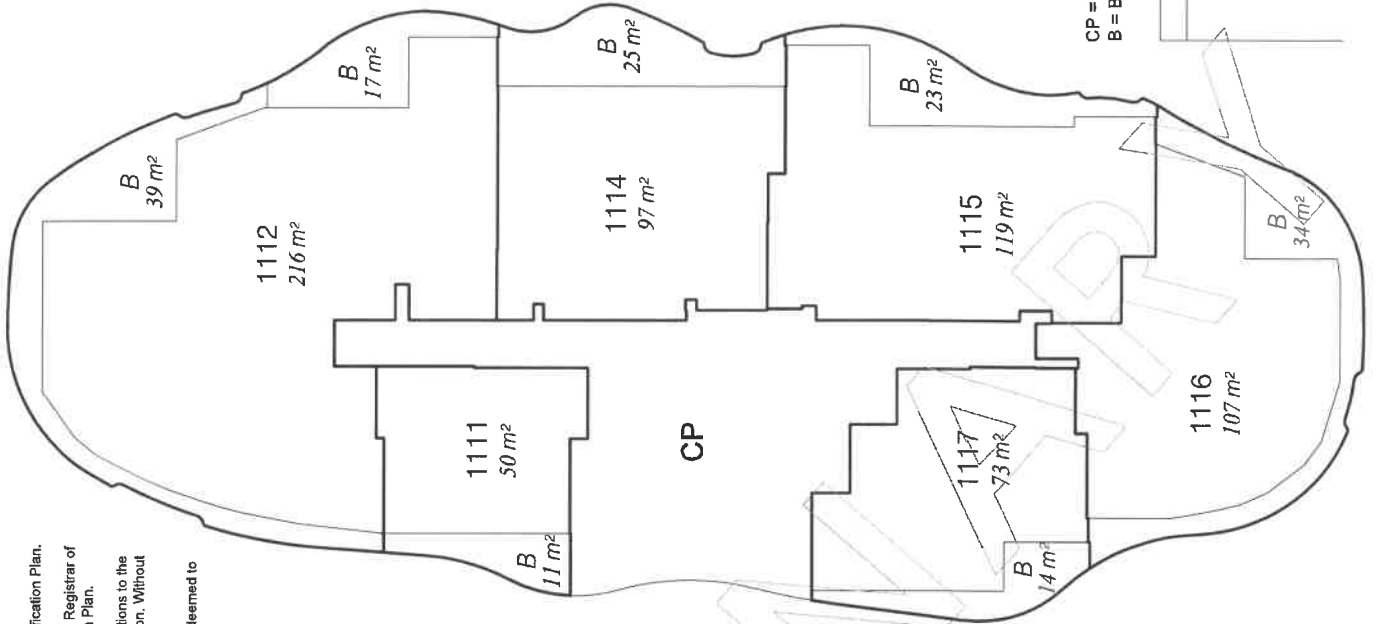
Insert Plan Number
SP322426

LEVEL N
(LEVEL 11)

COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1111 | 61m ² |
| 1112 | 272m ² |
| 1114 | 122m ² |
| 1115 | 142m ² |
| 1116 | 141m ² |
| 1117 | 87m ² |



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COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1101 | 61m ² |
| 1102 | 169m ² |
| 1103 | 222m ² |
| 1105 | 143m ² |
| 1106 | 139m ² |
| 1107 | 87m ² |



LEVEL M
(LEVEL 10)

SCALE 1:200



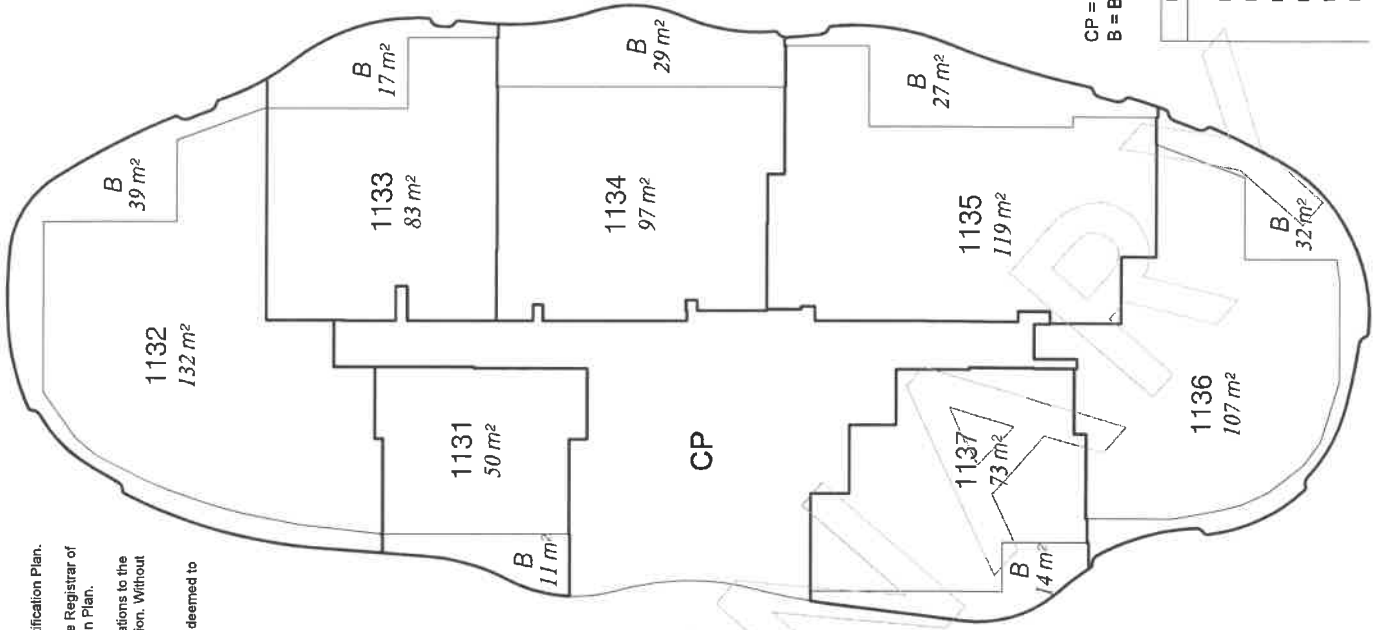
State copyright reserved
Insert Plan Number **SP322426**

LEVEL P
(LEVEL 13)

COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1131 | 61m ² |
| 1132 | 171m ² |
| 1133 | 100m ² |
| 1134 | 126m ² |
| 1135 | 146m ² |
| 1136 | 139m ² |
| 1137 | 87m ² |



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COMMON PROPERTY

CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1121 | 61m ² |
| 1122 | 172m ² |
| 1123 | 223m ² |
| 1125 | 142m ² |
| 1126 | 139m ² |
| 1127 | 87m ² |



LEVEL O
(LEVEL 12)

SCALE 1: 200



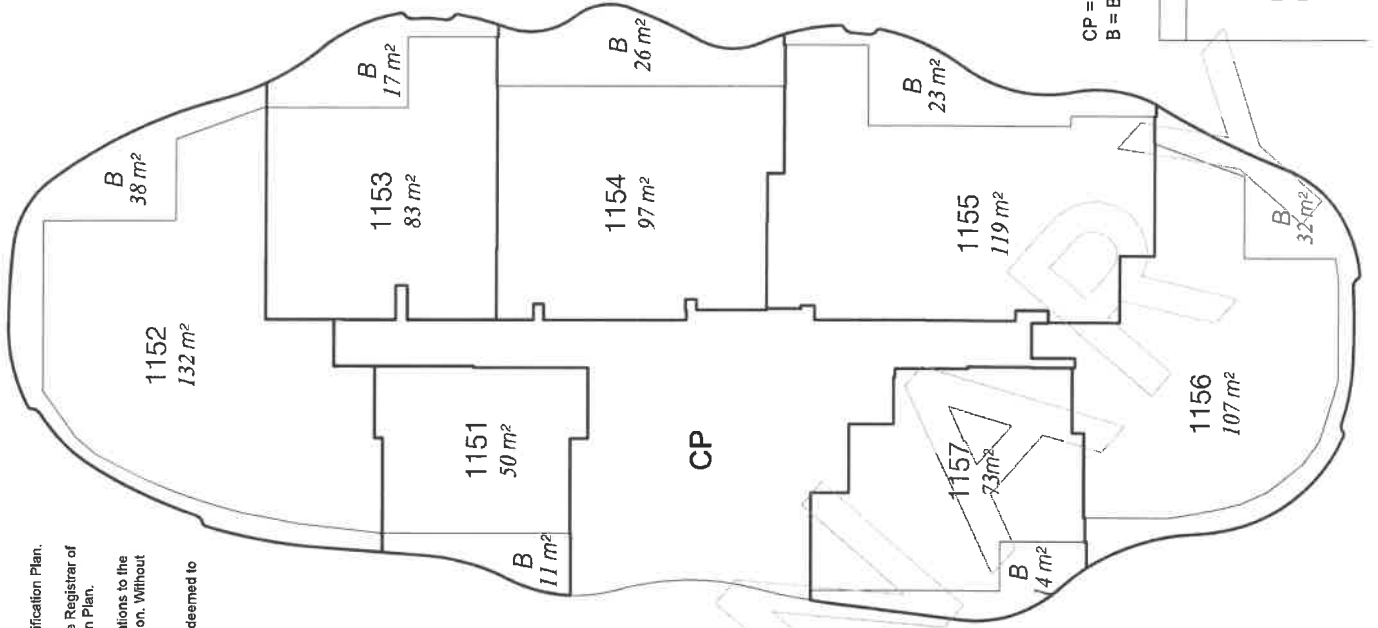
State copyright reserved
Insert Plan Number **SP322426**

LEVEL R
(LEVEL 15)

COMMON PROPERTY

CP = Common Property
B = Balcony

| LOT | TOTAL AREA |
|------|-------------------|
| 1151 | 61m ² |
| 1152 | 170m ² |
| 1153 | 100m ² |
| 1154 | 123m ² |
| 1155 | 142m ² |
| 1156 | 139m ² |
| 1157 | 87m ² |

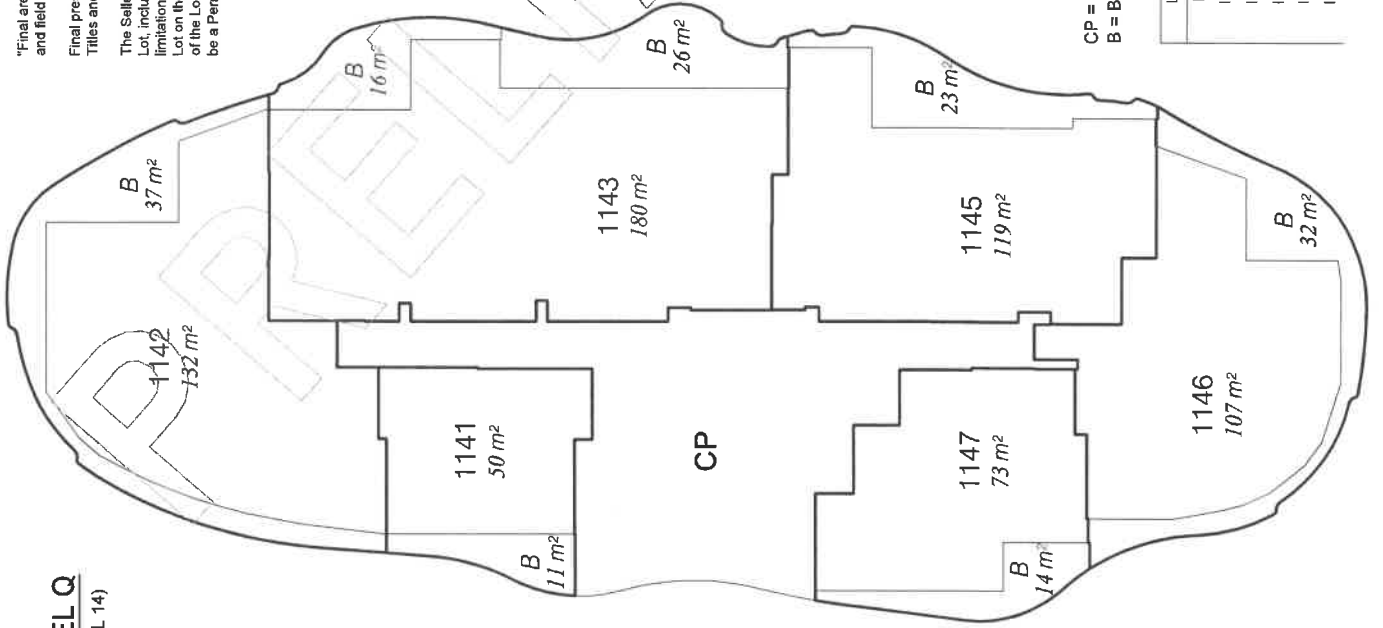


"Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan. Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan. The Seller, under 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."

COMMON PROPERTY

CP = Common Property
B = Balcony

| LOT | TOTAL AREA |
|------|-------------------|
| 1141 | 61m ² |
| 1142 | 169m ² |
| 1143 | 222m ² |
| 1145 | 142m ² |
| 1146 | 139m ² |
| 1147 | 87m ² |



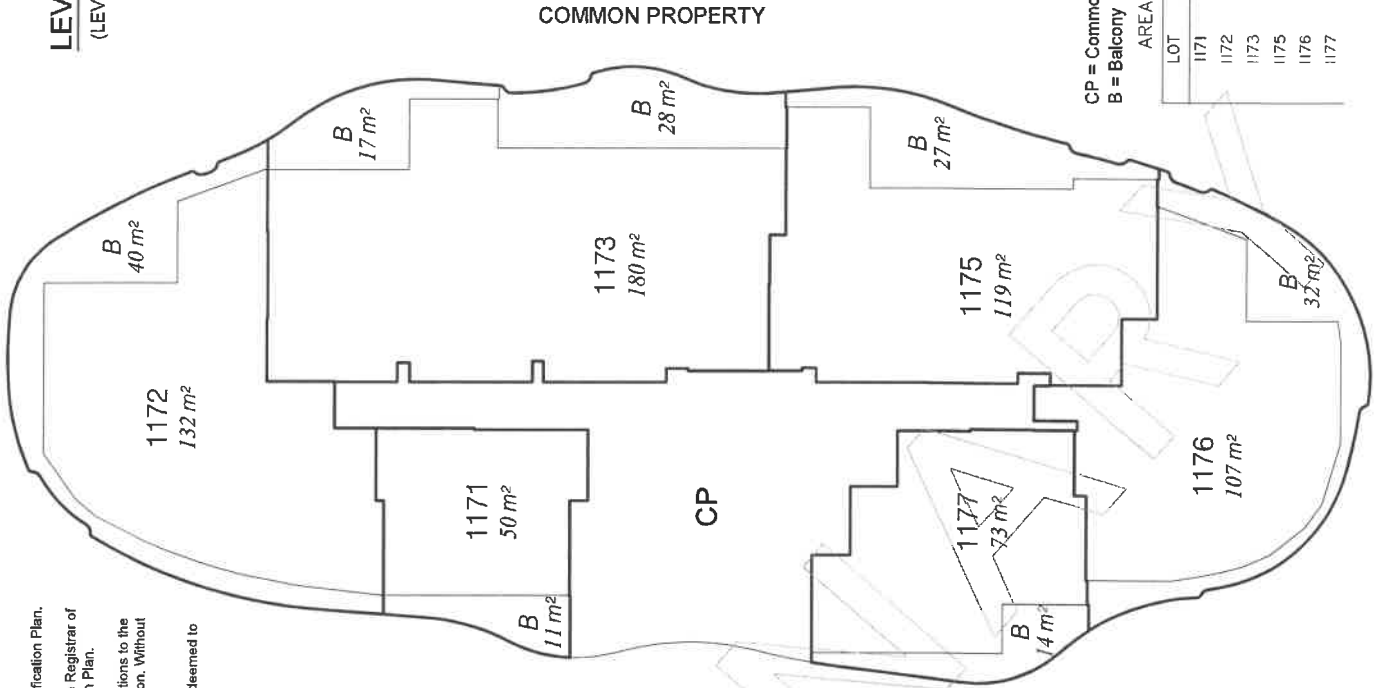
LEVEL Q
(LEVEL 14)

SCALE 1: 200



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LEVEL T
(LEVEL 17)



CP = Common Property
B = Balcony

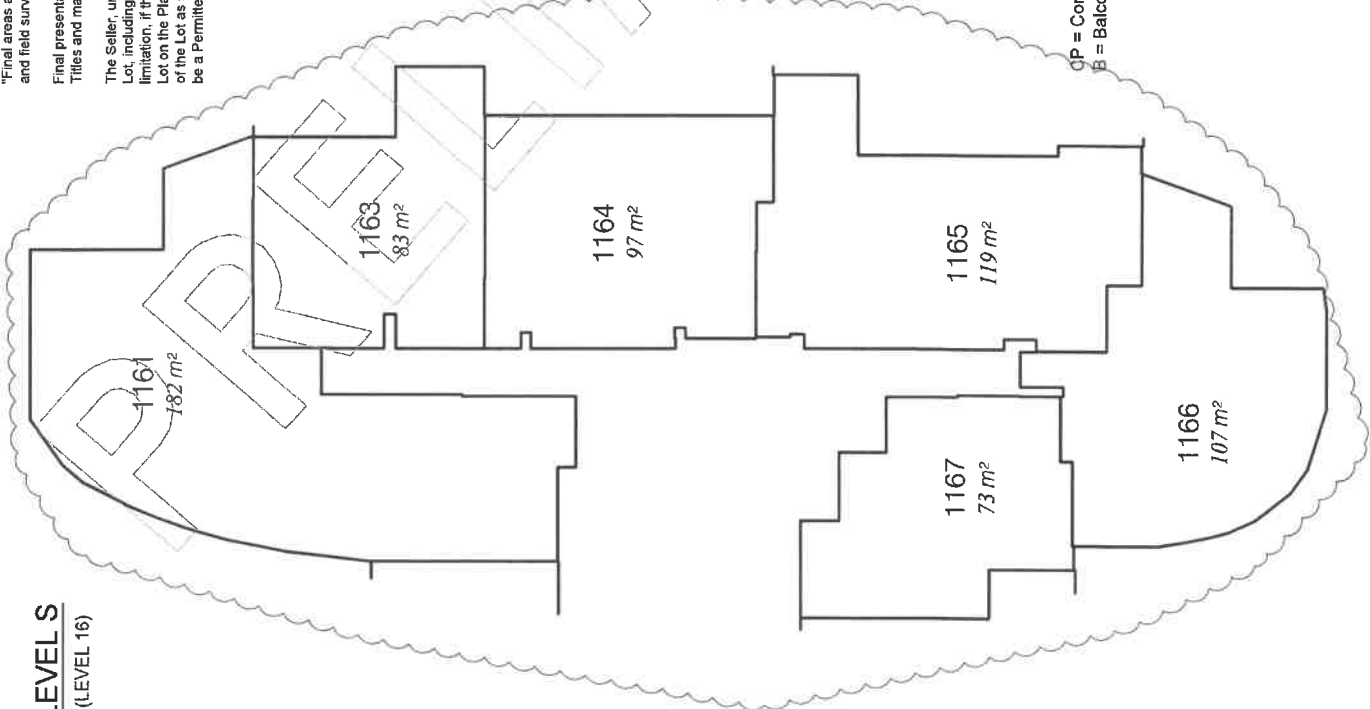
| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1171 | 61m ² |
| 1172 | 172m ² |
| 1173 | 225m ² |
| 1175 | 146m ² |
| 1176 | 139m ² |
| 1177 | 87m ² |

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COMMON PROPERTY

CP = Common Property
B = Balcony



LEVEL S
(LEVEL 16)

SCALE 1: 200

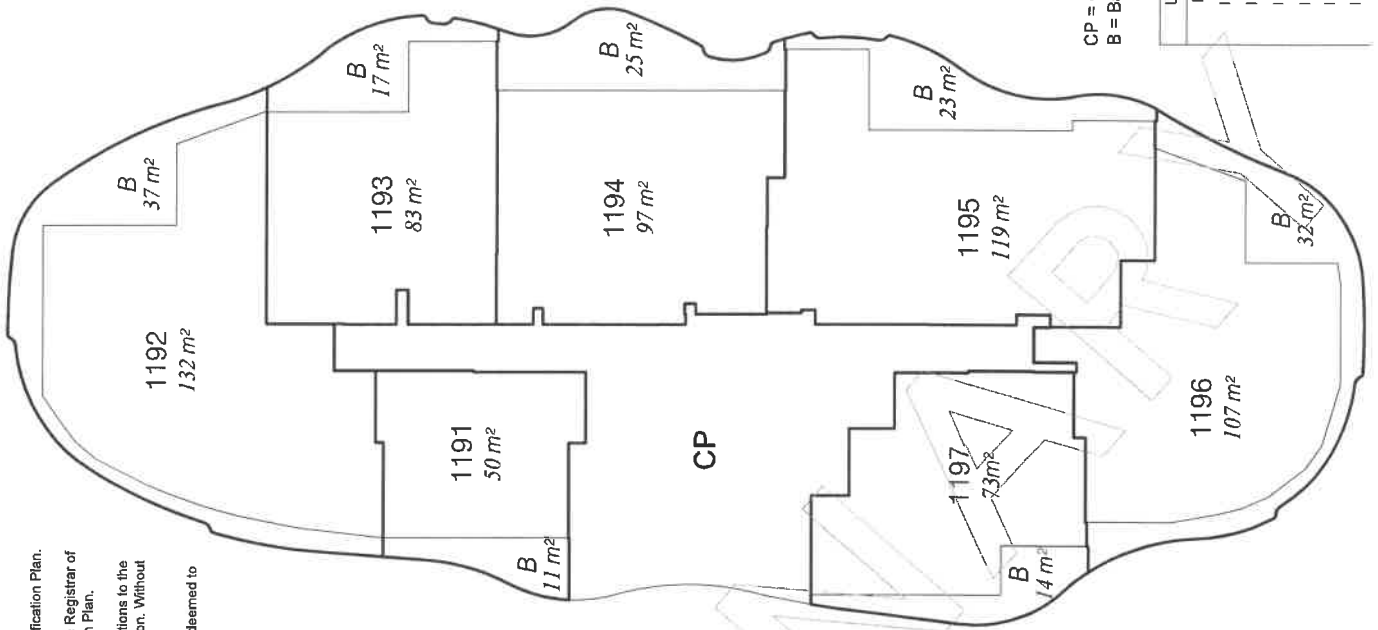


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Insert Plan Number **SP322426**

LEVEL V
(LEVEL 19)

COMMON PROPERTY



CP = Common Property
B = Balcony

| LOT | TOTAL AREA |
|------|-------------------|
| 1191 | 61m ² |
| 1192 | 169m ² |
| 1193 | 100m ² |
| 1194 | 122m ² |
| 1195 | 142m ² |
| 1196 | 139m ² |
| 1197 | 87m ² |

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COMMON PROPERTY



CP = Common Property
B = Balcony

| LOT | TOTAL AREA |
|------|-------------------|
| 1181 | 61m ² |
| 1182 | 168m ² |
| 1183 | 222m ² |
| 1185 | 143m ² |
| 1186 | 138m ² |
| 1187 | 87m ² |

LEVEL U
(LEVEL 18)

SCALE 1: 200

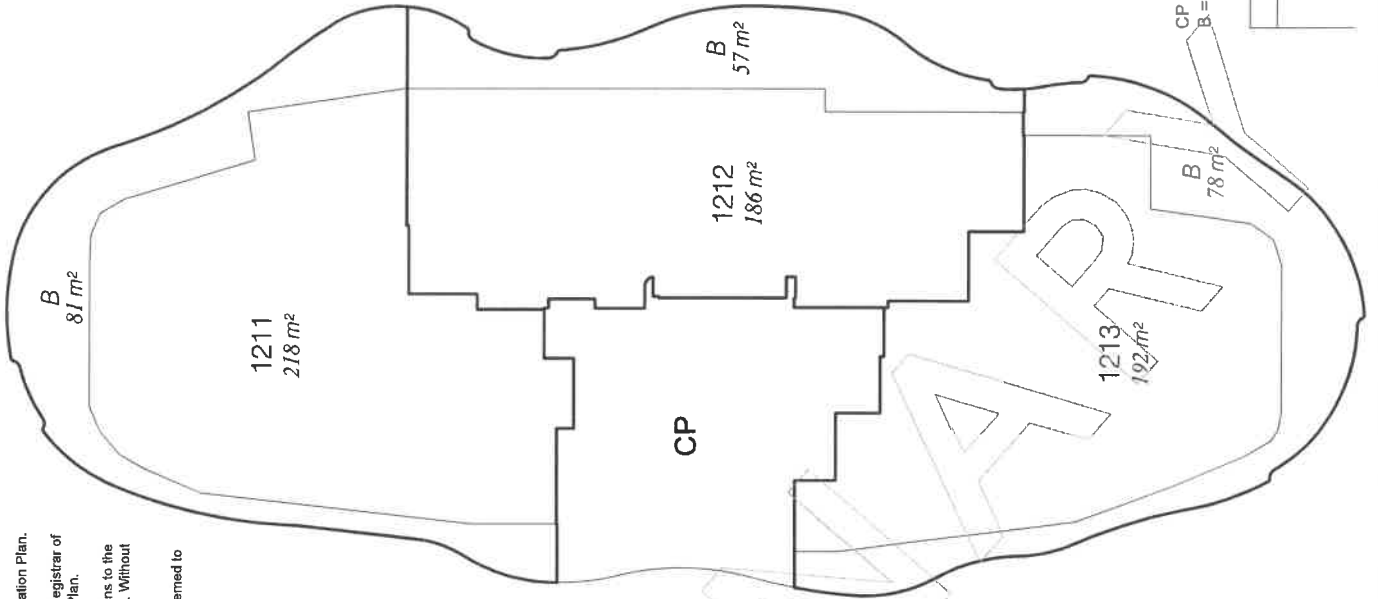


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Insert Plan Number **SP322426**

LEVEL X
(LEVEL 21)

COMMON PROPERTY

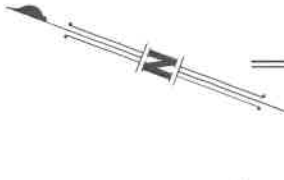


CP = Common Property
B = Balcony

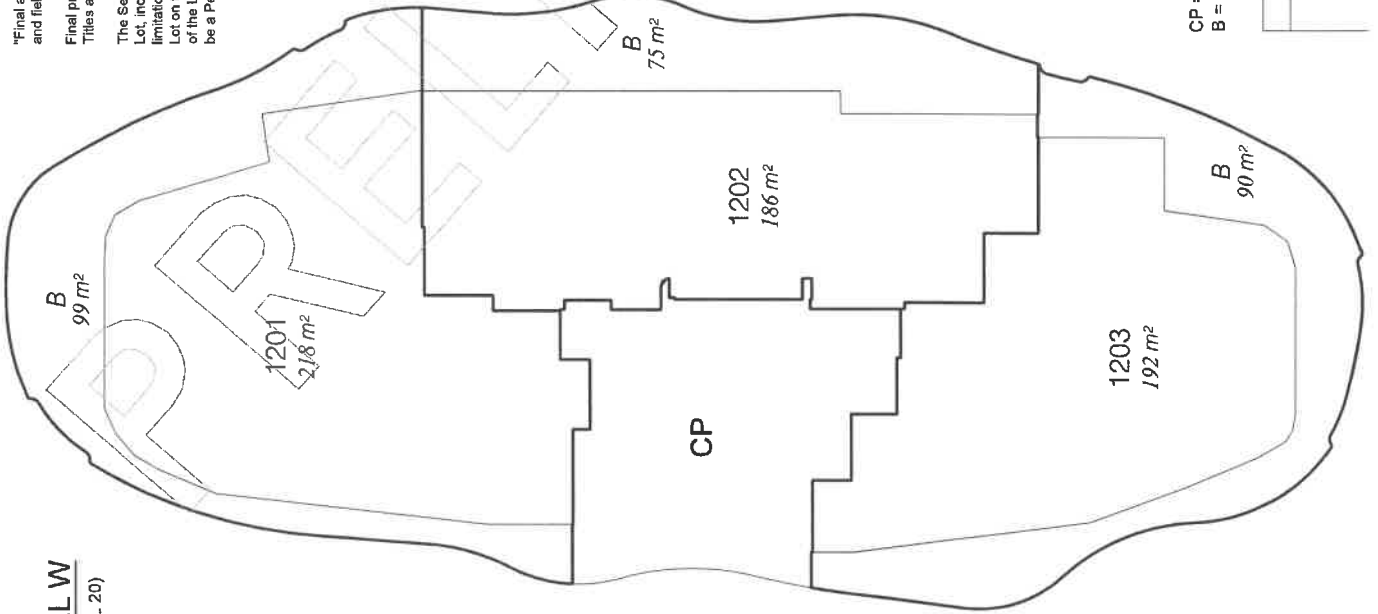
| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1211 | 299m ² |
| 1212 | 243m ² |
| 1213 | 270m ² |

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COMMON PROPERTY



CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1201 | 317m ² |
| 1202 | 261m ² |
| 1203 | 282m ² |

LEVEL W
(LEVEL 20)

SCALE 1: 200

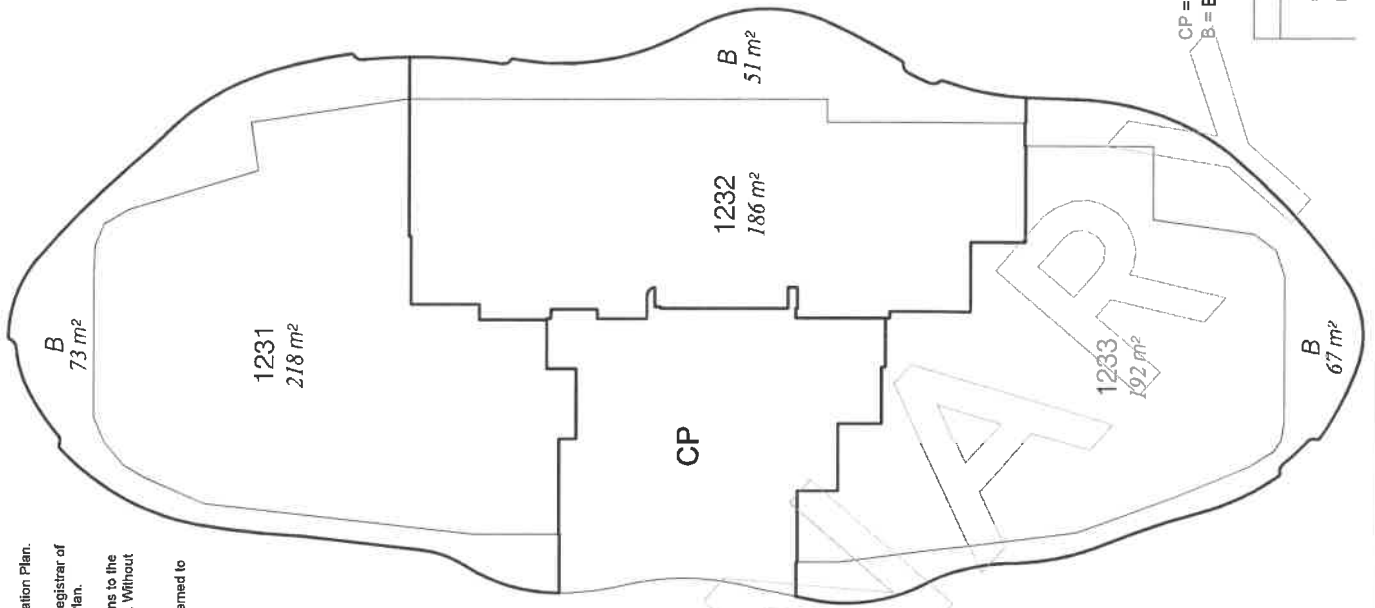


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Insert Plan Number **SP322426**

LEVEL Z
(LEVEL 23)

COMMON PROPERTY



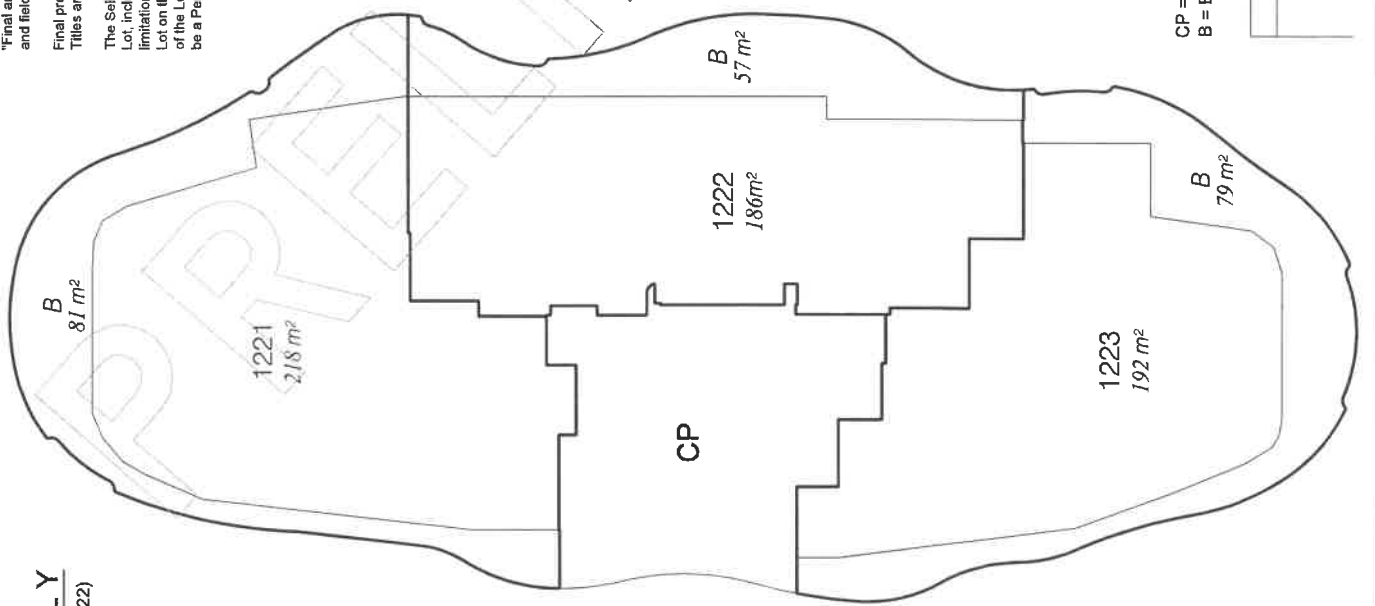
CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1231 | 291m ² |
| 1232 | 237m ² |
| 1233 | 259m ² |

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COMMON PROPERTY



CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1221 | 299m ² |
| 1222 | 243m ² |
| 1223 | 271m ² |

LEVEL Y
(LEVEL 22)

SCALE 1: 200

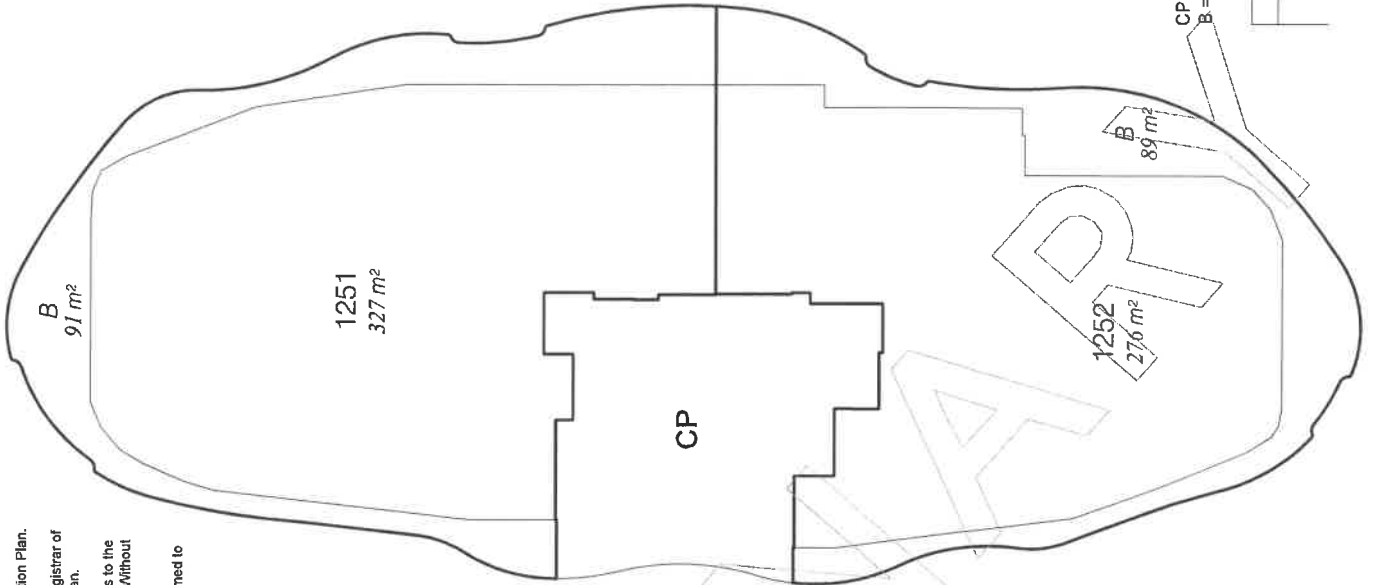


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Insert Plan Number **SP322426**

LEVEL AB
(LEVEL 25)

COMMON PROPERTY



CP = Common Property
B = Balcony

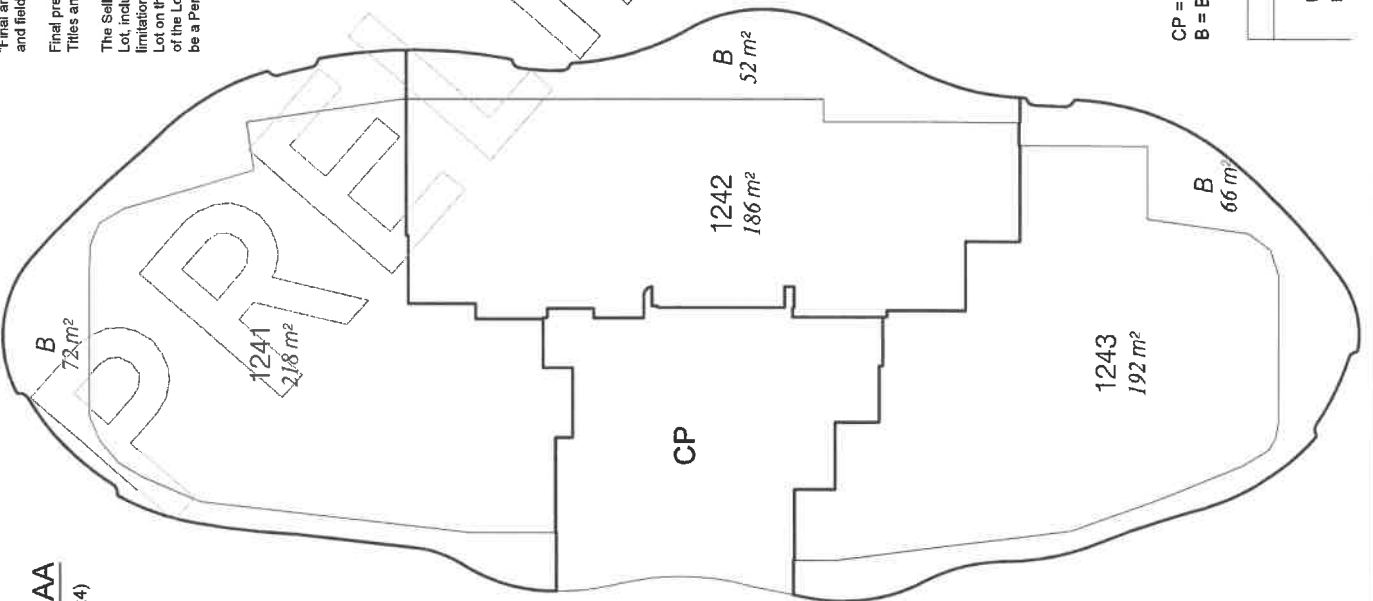
| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1251 | 418m ² |
| 1252 | 365m ² |

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COMMON PROPERTY



CP = Common Property
B = Balcony

| AREA TABLE | |
|------------|-------------------|
| LOT | TOTAL AREA |
| 1241 | 290m ² |
| 1242 | 238m ² |
| 1243 | 258m ² |

LEVEL AA
(LEVEL 24)

SCALE 1: 200



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Insert Plan Number **SP322426**

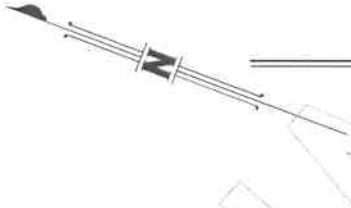
LEVEL AD
(ROOF)

COMMON PROPERTY

COMMON PROPERTY

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COMMON PROPERTY

COMMON PROPERTY

LEVEL AC
(LOWER ROOF)

SCALE 1: 200



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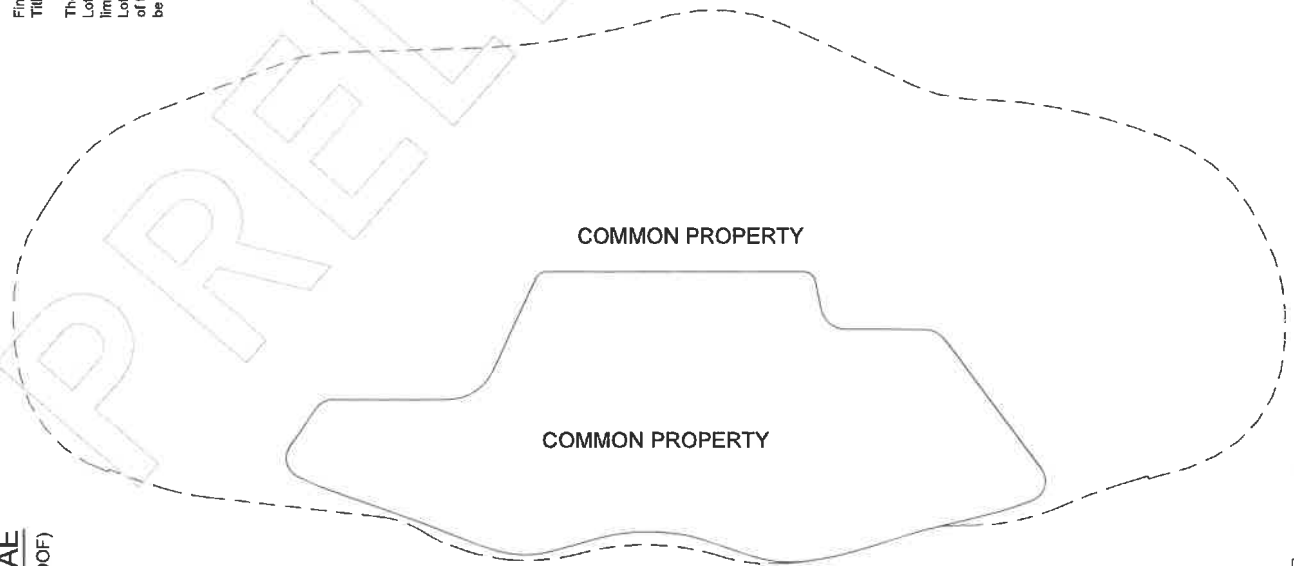
Insert Plan Number **SP322426**

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LEVEL AE
(UPPER ROOF)



□ = Level Above/Below



SCALE 1: 200

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Insert Plan Number **SP322426**

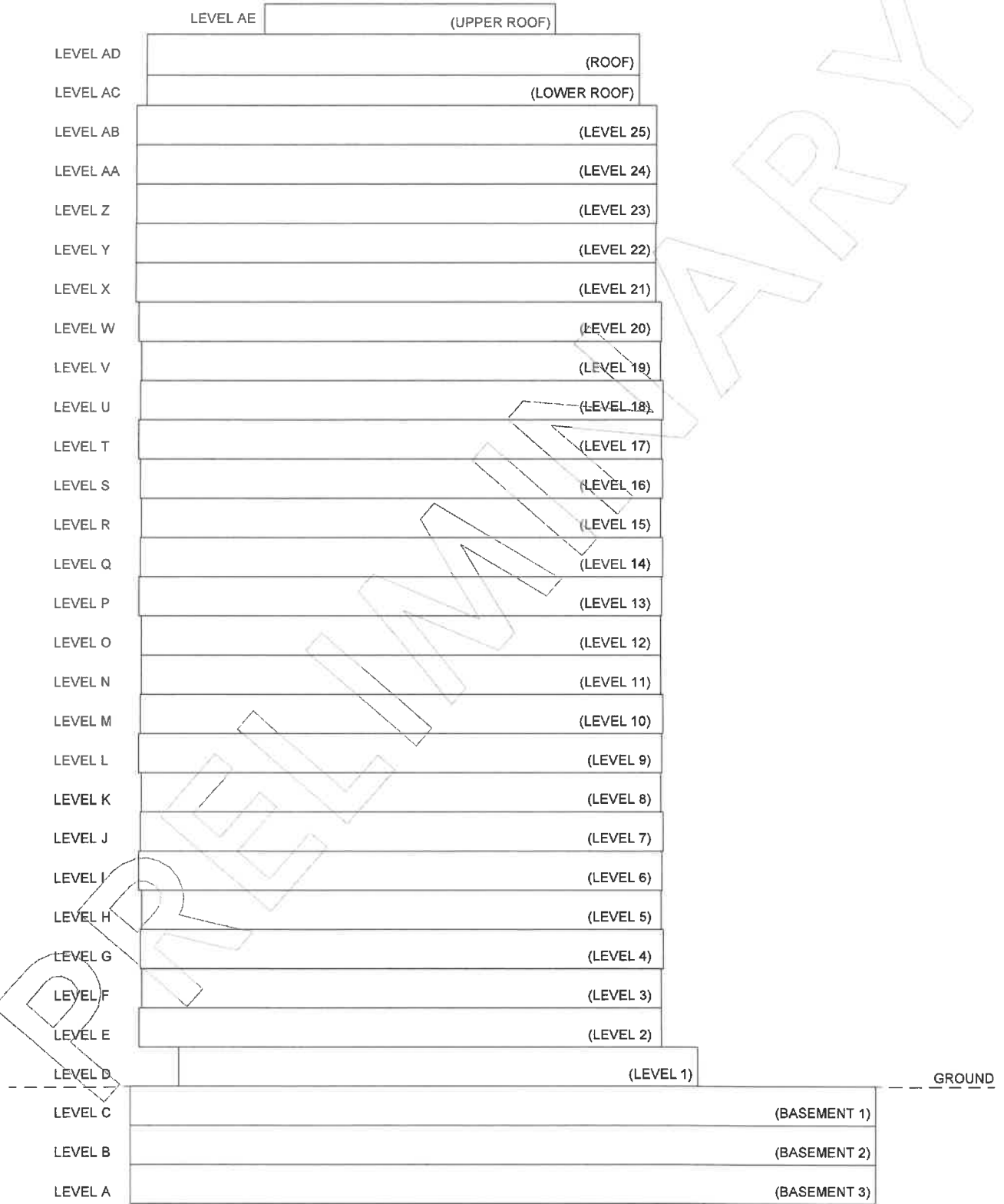
"Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan.

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LATERAL ASPECT VIEW

Not to Scale
(As viewed from the east)



PART A - STATUTORY DISCLOSURE
SCHEDULE OF PROPOSED CONTRIBUTIONS

(follows this page)



Mirvac

Schedule of Proposed Contributions

| | |
|--|----------|
| Total Number of Lots | 137 |
| Total Contribution Schedule Lot Entitlement: | 10,011 |
| Total Interest Schedule Lot Entitlement: | 10,002 |
| Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement | \$ 85.39 |
| Sinking fund per contribution schedule lot entitlement | \$ 14.93 |
| Insurance Provision (Building) per interest schedule lot entitlement | \$ 21.64 |

BODY CORPORATE LEVY INFORMATION

| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "ISLE" | A | B | C | (A + B + C) Total Annual Contribution Inc GST | Included in A Inc GST by CSLE | Included in A Concierge Fees | Included in A Body Corporate Manager Inc GST by CSLE | Included in A QFES Agreement Inc GST by CSLE | Included in A Carshare Agreement Inc GST by CSLE | Included in A EV Billing Agreement Inc GST by CSLE | Included in A Stormwater Maintenance Agreement Inc GST by CSLE | Included in A Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|------------|------------|------------|---|----------------------------------|---------------------------------|--|--|--|--|---|---|--------------------------------------|
| 1011 | 79 | 120 | \$6,746.10 | \$1,179.24 | \$2,956.21 | \$10,881.55 | \$2,200.06 | \$0.00 | \$266.62 | \$27.62 | \$205.69 | \$5.67 | \$36.87 | \$0.00 | \$209.26 |
| 1012 | 54 | 6 | \$4,611.26 | \$806.06 | \$147.81 | \$5,565.13 | \$1,503.84 | \$0.00 | \$182.25 | \$18.88 | \$10.28 | \$0.28 | \$25.21 | \$0.00 | \$107.02 |
| 1021 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1022 | 75 | 78 | \$6,404.52 | \$1,119.53 | \$1,921.54 | \$9,445.59 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$133.70 | \$3.69 | \$35.01 | \$0.00 | \$181.65 |
| 1023 | 70 | 44 | \$5,977.56 | \$1,044.90 | \$1,083.94 | \$8,106.40 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$75.42 | \$2.08 | \$32.67 | \$0.00 | \$155.89 |
| 1024 | 71 | 50 | \$6,062.95 | \$1,059.82 | \$1,231.75 | \$8,354.53 | \$1,977.27 | \$525.55 | \$239.62 | \$24.82 | \$85.71 | \$2.36 | \$33.14 | \$0.00 | \$160.66 |
| 1025 | 73 | 72 | \$6,233.74 | \$1,089.68 | \$1,773.73 | \$9,097.14 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$123.42 | \$3.40 | \$34.07 | \$0.00 | \$174.94 |
| 1027 | 67 | 38 | \$5,721.38 | \$1,000.11 | \$936.13 | \$7,657.62 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$65.14 | \$1.80 | \$31.27 | \$0.00 | \$147.26 |
| 1031 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1032 | 75 | 79 | \$6,404.52 | \$1,119.53 | \$1,946.17 | \$9,470.23 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$135.42 | \$3.73 | \$35.01 | \$0.00 | \$182.12 |
| 1033 | 70 | 44 | \$5,977.56 | \$1,044.90 | \$1,083.94 | \$8,106.40 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$75.42 | \$2.08 | \$32.67 | \$0.00 | \$155.89 |
| 1034 | 71 | 51 | \$6,062.95 | \$1,059.82 | \$1,256.39 | \$8,379.16 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$87.42 | \$2.41 | \$33.14 | \$0.00 | \$161.14 |
| 1035 | 73 | 72 | \$6,233.74 | \$1,089.68 | \$1,773.73 | \$9,097.14 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$123.42 | \$3.40 | \$34.07 | \$0.00 | \$174.94 |
| 1036 | 73 | 51 | \$6,233.74 | \$1,089.68 | \$1,256.39 | \$8,579.80 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$87.42 | \$2.41 | \$34.07 | \$0.00 | \$165.00 |
| 1037 | 69 | 38 | \$5,892.16 | \$1,029.97 | \$936.13 | \$7,858.26 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$65.14 | \$1.80 | \$32.21 | \$0.00 | \$151.12 |
| 1041 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1042 | 75 | 79 | \$6,404.52 | \$1,119.53 | \$1,946.17 | \$9,470.23 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$135.42 | \$3.73 | \$35.01 | \$0.00 | \$182.12 |



| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "ISLE" | Administration Fund | Sinking Fund | Insurance Provision (Building) Inc GST by ISLE | Total Annual Contribution Inc GST | Caretakers Fees Inc GST by CSLE | Concierge Fees Inc GST by CSLE | Body Corporate Manager Inc GST by CSLE | QFES Agreement Inc GST by CSLE | Carshare Agreement Inc GST by CSLE | EV Billing Agreement Inc GST by CSLE | Stormwater Maintenance Agreement Inc GST by CSLE | Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|---------------------|--------------|--|-----------------------------------|---------------------------------|--------------------------------|--|--------------------------------|------------------------------------|--------------------------------------|--|-----------------------------------|-----------------------------------|
| 1043 | 70 | 44 | \$5,977.56 | \$1,044.90 | \$1,083.94 | \$8,106.40 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$75.42 | \$2.08 | \$32.67 | \$0.00 | \$155.89 |
| 1044 | 71 | 51 | \$6,062.95 | \$1,059.82 | \$1,256.39 | \$8,379.16 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$87.42 | \$2.41 | \$33.14 | \$0.00 | \$161.14 |
| 1045 | 73 | 73 | \$6,233.74 | \$1,089.68 | \$1,796.36 | \$9,121.77 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$125.13 | \$3.45 | \$34.07 | \$0.00 | \$175.42 |
| 1046 | 73 | 51 | \$6,233.74 | \$1,089.68 | \$1,256.39 | \$8,579.80 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$87.42 | \$2.41 | \$34.07 | \$0.00 | \$165.00 |
| 1047 | 69 | 38 | \$5,892.16 | \$1,029.97 | \$936.13 | \$7,858.26 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$65.14 | \$1.80 | \$32.21 | \$0.00 | \$151.12 |
| 1051 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1052 | 75 | 80 | \$6,404.52 | \$1,119.53 | \$1,970.81 | \$9,494.86 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$137.13 | \$3.78 | \$35.01 | \$0.00 | \$182.59 |
| 1053 | 70 | 45 | \$5,977.56 | \$1,044.90 | \$1,106.58 | \$8,131.03 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$77.14 | \$2.13 | \$32.67 | \$0.00 | \$156.37 |
| 1054 | 71 | 52 | \$6,062.95 | \$1,059.82 | \$1,281.02 | \$8,403.80 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$89.13 | \$2.46 | \$33.14 | \$0.00 | \$161.61 |
| 1055 | 73 | 73 | \$6,233.74 | \$1,089.68 | \$1,796.36 | \$9,121.77 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$125.13 | \$3.45 | \$34.07 | \$0.00 | \$175.42 |
| 1056 | 73 | 52 | \$6,233.74 | \$1,089.68 | \$1,281.02 | \$8,604.44 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$89.13 | \$2.46 | \$34.07 | \$0.00 | \$165.47 |
| 1057 | 69 | 38 | \$5,892.16 | \$1,029.97 | \$936.13 | \$7,858.26 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$65.14 | \$1.80 | \$32.21 | \$0.00 | \$151.12 |
| 1061 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |



| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "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 | Caretakers Fees Inc GST by CSLE | Concierge Fees Inc GST by CSLE | Body Corporate Manager Inc GST by CSLE | QFES Agreement Inc GST by CSLE | Carshare Agreement Inc GST by CSLE | EV Billing Agreement Inc GST by CSLE | Stormwater Maintenance Agreement Inc GST by CSLE | Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|-------------------------------------|------------------------------|--|-----------------------------------|---------------------------------|--------------------------------|--|--------------------------------|------------------------------------|--------------------------------------|--|-----------------------------------|-----------------------------------|
| 1062 | 75 | 80 | \$6,404.52 | \$1,119.53 | \$1,970.81 | \$9,494.86 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$137.13 | \$3.78 | \$35.01 | \$0.00 | \$182.59 |
| 1063 | 70 | 45 | \$5,977.56 | \$1,044.90 | \$1,108.58 | \$8,131.03 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$77.14 | \$2.13 | \$32.67 | \$0.00 | \$156.37 |
| 1064 | 72 | 52 | \$6,148.34 | \$1,074.75 | \$1,281.02 | \$9,504.12 | \$2,005.12 | \$533.06 | \$243.00 | \$25.17 | \$89.13 | \$2.46 | \$33.61 | \$0.00 | \$163.54 |
| 1065 | 73 | 73 | \$6,233.74 | \$1,089.68 | \$1,798.36 | \$9,121.77 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$125.13 | \$3.45 | \$34.07 | \$0.00 | \$175.42 |
| 1066 | 73 | 52 | \$6,233.74 | \$1,089.68 | \$1,281.02 | \$8,604.44 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$89.13 | \$2.46 | \$34.07 | \$0.00 | \$165.47 |
| 1067 | 69 | 39 | \$5,892.16 | \$1,029.97 | \$960.77 | \$7,882.90 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$66.85 | \$1.84 | \$32.21 | \$0.00 | \$151.59 |
| 1071 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1072 | 75 | 81 | \$6,404.52 | \$1,119.53 | \$1,995.44 | \$9,519.50 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$138.84 | \$3.83 | \$35.01 | \$0.00 | \$183.07 |
| 1073 | 70 | 46 | \$5,977.56 | \$1,044.90 | \$1,133.21 | \$8,155.67 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$78.85 | \$2.17 | \$32.67 | \$0.00 | \$156.84 |
| 1074 | 71 | 53 | \$6,062.95 | \$1,059.82 | \$1,305.66 | \$8,428.43 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$90.85 | \$2.50 | \$33.14 | \$0.00 | \$162.09 |
| 1075 | 73 | 74 | \$6,233.74 | \$1,089.68 | \$1,823.00 | \$9,146.41 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$126.84 | \$3.50 | \$34.07 | \$0.00 | \$175.89 |
| 1076 | 73 | 54 | \$6,233.74 | \$1,089.68 | \$1,330.29 | \$8,653.71 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$92.56 | \$2.55 | \$34.07 | \$0.00 | \$166.42 |
| 1077 | 69 | 39 | \$5,892.16 | \$1,029.97 | \$960.77 | \$7,882.90 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$66.85 | \$1.84 | \$32.21 | \$0.00 | \$151.59 |
| 1081 | 67 | 26 | \$5,721.38 | \$1,000.11 | \$640.51 | \$7,362.00 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$44.57 | \$1.23 | \$31.27 | \$0.00 | \$141.58 |
| 1082 | 75 | 82 | \$6,404.52 | \$1,119.53 | \$2,020.08 | \$9,544.13 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$140.56 | \$3.87 | \$35.01 | \$0.00 | \$183.54 |
| 1083 | 70 | 46 | \$5,977.56 | \$1,044.90 | \$1,133.21 | \$8,155.67 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$78.85 | \$2.17 | \$32.67 | \$0.00 | \$156.84 |
| 1084 | 71 | 53 | \$6,062.95 | \$1,059.82 | \$1,305.66 | \$8,428.43 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$90.85 | \$2.50 | \$33.14 | \$0.00 | \$162.09 |
| 1085 | 73 | 74 | \$6,233.74 | \$1,089.68 | \$1,823.00 | \$9,146.41 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$126.84 | \$3.50 | \$34.07 | \$0.00 | \$175.89 |
| 1086 | 73 | 54 | \$6,233.74 | \$1,089.68 | \$1,330.29 | \$8,653.71 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$92.56 | \$2.55 | \$34.07 | \$0.00 | \$166.42 |
| 1087 | 69 | 39 | \$5,892.16 | \$1,029.97 | \$960.77 | \$7,882.90 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$66.85 | \$1.84 | \$32.21 | \$0.00 | \$151.59 |
| 1091 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1092 | 75 | 82 | \$6,404.52 | \$1,119.53 | \$2,020.08 | \$9,544.13 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$140.56 | \$3.87 | \$35.01 | \$0.00 | \$183.54 |
| 1093 | 70 | 46 | \$5,977.56 | \$1,044.90 | \$1,133.21 | \$8,155.67 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$78.85 | \$2.17 | \$32.67 | \$0.00 | \$156.84 |
| 1094 | 72 | 54 | \$6,148.34 | \$1,074.75 | \$1,330.29 | \$9,553.39 | \$2,005.12 | \$533.06 | \$243.00 | \$25.17 | \$92.56 | \$2.55 | \$33.61 | \$0.00 | \$164.49 |
| 1095 | 73 | 75 | \$6,233.74 | \$1,089.68 | \$1,847.63 | \$9,171.04 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$128.56 | \$3.54 | \$34.07 | \$0.00 | \$176.37 |
| 1096 | 73 | 55 | \$6,233.74 | \$1,089.68 | \$1,354.93 | \$8,678.34 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$94.28 | \$2.60 | \$34.07 | \$0.00 | \$166.89 |
| 1097 | 69 | 39 | \$5,892.16 | \$1,029.97 | \$960.77 | \$7,882.90 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$66.85 | \$1.84 | \$32.21 | \$0.00 | \$151.59 |
| 1101 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1102 | 75 | 83 | \$6,404.52 | \$1,119.53 | \$2,044.71 | \$9,586.77 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$142.27 | \$3.92 | \$35.01 | \$0.00 | \$184.01 |
| 1103 | 79 | 101 | \$6,746.10 | \$1,179.24 | \$2,488.14 | \$10,413.48 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$173.13 | \$4.77 | \$36.87 | \$0.00 | \$200.26 |
| 1105 | 73 | 75 | \$6,233.74 | \$1,089.68 | \$1,847.63 | \$9,171.04 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$128.56 | \$3.54 | \$34.07 | \$0.00 | \$176.37 |



| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "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 | Caretakers Fees Inc GST by CSLE | Concierge Fees Inc GST by CSLE | Body Corporate Manager Inc GST by CSLE | GFES Agreement Inc GST by CSLE | Carshare Agreement Inc GST by CSLE | EV Billing Agreement Inc GST by CSLE | Stormwater Maintenance Agreement Inc GST by CSLE | Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|-------------------------------------|------------------------------|--|-----------------------------------|---------------------------------|--------------------------------|--|--------------------------------|------------------------------------|--------------------------------------|--|-----------------------------------|-----------------------------------|
| 1106 | 73 | 55 | \$6,233.74 | \$1,089.68 | \$1,354.93 | \$8,678.34 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$94.28 | \$2.60 | \$34.07 | \$0.00 | \$166.89 |
| 1107 | 69 | 39 | \$5,892.16 | \$1,029.97 | \$960.77 | \$7,882.90 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$66.85 | \$1.84 | \$32.21 | \$0.00 | \$151.59 |
| 1111 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$26.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1112 | 83 | 131 | \$7,087.67 | \$1,238.95 | \$3,227.19 | \$11,553.82 | \$2,311.46 | \$614.50 | \$280.12 | \$29.02 | \$224.55 | \$6.19 | \$38.74 | \$0.00 | \$222.19 |
| 1114 | 71 | 55 | \$6,062.95 | \$1,059.82 | \$1,354.93 | \$8,477.70 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$94.28 | \$2.60 | \$33.14 | \$0.00 | \$163.03 |
| 1115 | 73 | 75 | \$6,233.74 | \$1,089.68 | \$1,847.63 | \$9,171.04 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$128.56 | \$3.54 | \$34.07 | \$0.00 | \$176.37 |
| 1116 | 73 | 56 | \$6,233.74 | \$1,089.68 | \$1,379.56 | \$8,702.98 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$95.99 | \$2.65 | \$34.07 | \$0.00 | \$167.36 |
| 1117 | 69 | 40 | \$5,892.16 | \$1,029.97 | \$985.40 | \$7,907.53 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$68.56 | \$1.89 | \$32.21 | \$0.00 | \$152.07 |
| 1121 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$26.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1122 | 75 | 84 | \$6,404.52 | \$1,119.53 | \$2,069.35 | \$9,593.40 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$143.99 | \$3.97 | \$35.01 | \$0.00 | \$184.49 |
| 1123 | 79 | 103 | \$6,746.10 | \$1,179.24 | \$2,537.41 | \$10,462.75 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$176.55 | \$4.87 | \$36.87 | \$0.00 | \$201.21 |
| 1125 | 73 | 76 | \$6,233.74 | \$1,089.68 | \$1,872.27 | \$9,195.68 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$130.27 | \$3.59 | \$34.07 | \$0.00 | \$176.84 |
| 1126 | 73 | 56 | \$6,233.74 | \$1,089.68 | \$1,379.56 | \$8,702.98 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$95.99 | \$2.65 | \$34.07 | \$0.00 | \$167.36 |
| 1127 | 69 | 40 | \$5,892.16 | \$1,029.97 | \$985.40 | \$7,907.53 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$68.56 | \$1.89 | \$32.21 | \$0.00 | \$152.07 |
| 1131 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$26.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1132 | 75 | 85 | \$6,404.52 | \$1,119.53 | \$2,093.98 | \$9,618.04 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$145.70 | \$4.02 | \$35.01 | \$0.00 | \$184.96 |
| 1133 | 70 | 48 | \$5,977.56 | \$1,044.90 | \$1,182.48 | \$8,204.94 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$82.28 | \$2.27 | \$32.67 | \$0.00 | \$157.79 |
| 1134 | 72 | 55 | \$6,148.34 | \$1,074.75 | \$1,354.93 | \$8,578.02 | \$2,005.12 | \$533.06 | \$243.00 | \$25.17 | \$94.28 | \$2.60 | \$33.61 | \$0.00 | \$164.96 |
| 1135 | 73 | 76 | \$6,233.74 | \$1,089.68 | \$1,872.27 | \$9,195.68 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$130.27 | \$3.59 | \$34.07 | \$0.00 | \$176.84 |
| 1136 | 73 | 57 | \$6,233.74 | \$1,089.68 | \$1,404.20 | \$8,727.61 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$97.70 | \$2.69 | \$34.07 | \$0.00 | \$167.84 |
| 1137 | 69 | 40 | \$5,892.16 | \$1,029.97 | \$985.40 | \$7,907.53 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$68.56 | \$1.89 | \$32.21 | \$0.00 | \$152.07 |
| 1141 | 67 | 27 | \$5,721.38 | \$1,000.11 | \$665.15 | \$7,386.64 | \$1,865.87 | \$496.04 | \$26.12 | \$23.43 | \$46.28 | \$1.28 | \$31.27 | \$0.00 | \$142.05 |
| 1142 | 75 | 85 | \$6,404.52 | \$1,119.53 | \$2,093.98 | \$9,618.04 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$145.70 | \$4.02 | \$35.01 | \$0.00 | \$184.96 |
| 1143 | 79 | 104 | \$6,746.10 | \$1,179.24 | \$2,562.05 | \$10,487.39 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$178.27 | \$4.91 | \$36.87 | \$0.00 | \$201.68 |
| 1145 | 73 | 76 | \$6,233.74 | \$1,089.68 | \$1,872.27 | \$9,195.68 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$130.27 | \$3.59 | \$34.07 | \$0.00 | \$176.84 |
| 1146 | 73 | 58 | \$6,233.74 | \$1,089.68 | \$1,428.83 | \$8,752.25 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$99.42 | \$2.74 | \$34.07 | \$0.00 | \$168.31 |
| 1147 | 69 | 40 | \$5,892.16 | \$1,029.97 | \$985.40 | \$7,907.53 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$68.56 | \$1.89 | \$32.21 | \$0.00 | \$152.07 |
| 1151 | 67 | 28 | \$5,721.38 | \$1,000.11 | \$689.78 | \$7,411.27 | \$1,865.87 | \$496.04 | \$26.12 | \$23.43 | \$48.00 | \$1.32 | \$31.27 | \$0.00 | \$142.52 |
| 1152 | 75 | 86 | \$6,404.52 | \$1,119.53 | \$2,118.62 | \$9,642.67 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$147.41 | \$4.06 | \$35.01 | \$0.00 | \$185.44 |
| 1153 | 70 | 49 | \$5,977.56 | \$1,044.90 | \$1,207.12 | \$8,229.57 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$83.99 | \$2.32 | \$32.67 | \$0.00 | \$158.26 |
| 1154 | 71 | 56 | \$6,062.95 | \$1,059.82 | \$1,379.56 | \$8,502.34 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$95.99 | \$2.65 | \$33.14 | \$0.00 | \$163.51 |



| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "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 | Caretakers Fees Inc GST by CSLE | Concierge Fees Inc GST by CSLE | Body Corporate Manager Inc GST by CSLE | QFES Agreement Inc GST by CSLE | Carshare Agreement Inc GST by CSLE | EV Billing Agreement Inc GST by CSLE | Stormwater Maintenance Agreement Inc GST by CSLE | Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|-------------------------------------|------------------------------|--|-----------------------------------|---------------------------------|--------------------------------|--|--------------------------------|------------------------------------|--------------------------------------|--|-----------------------------------|-----------------------------------|
| 1155 | 73 | 77 | \$6,233.74 | \$1,089.68 | \$1,896.90 | \$9,220.31 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$131.99 | \$3.64 | \$34.07 | \$0.00 | \$177.31 |
| 1156 | 73 | 58 | \$6,233.74 | \$1,089.68 | \$1,428.83 | \$8,752.25 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$99.42 | \$2.74 | \$34.07 | \$0.00 | \$168.31 |
| 1157 | 69 | 41 | \$5,892.16 | \$1,029.97 | \$1,010.04 | \$7,932.17 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$70.28 | \$1.94 | \$32.21 | \$0.00 | \$152.54 |
| 1161 | 79 | 114 | \$6,746.10 | \$1,179.24 | \$2,808.40 | \$10,733.74 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$195.41 | \$5.39 | \$36.87 | \$0.00 | \$206.42 |
| 1163 | 70 | 49 | \$5,977.56 | \$1,044.90 | \$1,207.12 | \$8,229.57 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$83.99 | \$2.32 | \$32.67 | \$0.00 | \$158.26 |
| 1164 | 71 | 57 | \$6,062.95 | \$1,059.82 | \$1,404.20 | \$8,526.97 | \$1,977.27 | \$525.65 | \$239.62 | \$24.82 | \$97.70 | \$2.69 | \$33.14 | \$0.00 | \$163.98 |
| 1165 | 73 | 77 | \$6,233.74 | \$1,089.68 | \$1,896.90 | \$9,220.31 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$131.99 | \$3.64 | \$34.07 | \$0.00 | \$177.31 |
| 1166 | 73 | 59 | \$6,233.74 | \$1,089.68 | \$1,453.47 | \$8,776.88 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$101.13 | \$2.79 | \$34.07 | \$0.00 | \$168.79 |
| 1167 | 69 | 41 | \$5,892.16 | \$1,029.97 | \$1,010.04 | \$7,932.17 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$70.28 | \$1.94 | \$32.21 | \$0.00 | \$152.54 |
| 1171 | 67 | 28 | \$5,721.38 | \$1,000.11 | \$689.78 | \$7,411.27 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$48.00 | \$1.32 | \$31.27 | \$0.00 | \$142.52 |
| 1172 | 75 | 87 | \$6,404.52 | \$1,119.53 | \$2,143.25 | \$9,667.31 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$149.13 | \$4.11 | \$35.01 | \$0.00 | \$185.91 |
| 1173 | 79 | 107 | \$6,746.10 | \$1,179.24 | \$2,635.95 | \$10,561.29 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$183.41 | \$5.06 | \$36.87 | \$0.00 | \$203.10 |
| 1175 | 73 | 77 | \$6,233.74 | \$1,089.68 | \$1,896.90 | \$9,220.31 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$131.99 | \$3.64 | \$34.07 | \$0.00 | \$177.31 |
| 1176 | 73 | 59 | \$6,233.74 | \$1,089.68 | \$1,453.47 | \$8,776.88 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$101.13 | \$2.79 | \$34.07 | \$0.00 | \$168.79 |
| 1177 | 69 | 41 | \$5,892.16 | \$1,029.97 | \$1,010.04 | \$7,932.17 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$70.28 | \$1.94 | \$32.21 | \$0.00 | \$152.54 |
| 1181 | 67 | 28 | \$5,721.38 | \$1,000.11 | \$689.78 | \$7,411.27 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$48.00 | \$1.32 | \$31.27 | \$0.00 | \$142.52 |
| 1182 | 75 | 88 | \$6,404.52 | \$1,119.53 | \$2,167.89 | \$9,691.94 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$150.84 | \$4.16 | \$35.01 | \$0.00 | \$186.38 |
| 1183 | 79 | 108 | \$6,746.10 | \$1,179.24 | \$2,660.59 | \$10,585.93 | \$2,200.06 | \$584.88 | \$266.62 | \$27.62 | \$185.12 | \$5.10 | \$36.87 | \$0.00 | \$203.58 |



| Lot Number | Contribution Schedule "CSLE" | Interest Schedule "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 | Carpeters Fees Inc GST by CSLE | Concierge Fees Inc GST by CSLE | Body Corporate Manager Inc GST by CSLE | GFES Agreement Inc GST by CSLE | Carshare Agreement Inc GST by CSLE | EV Billing Agreement Inc GST by CSLE | Stormwater Maintenance Agreement Inc GST by CSLE | Utility Billing Agreement Inc GST | Total Weekly Contribution Inc GST |
|------------|------------------------------|--------------------------|-------------------------------------|------------------------------|--|-----------------------------------|--------------------------------|--------------------------------|--|--------------------------------|------------------------------------|--------------------------------------|--|-----------------------------------|-----------------------------------|
| 1185 | 73 | 78 | \$6,233.74 | \$1,089.68 | \$1,921.54 | \$9,244.95 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$133.70 | \$3.69 | \$34.07 | \$0.00 | \$177.79 |
| 1186 | 73 | 60 | \$6,233.74 | \$1,089.68 | \$1,478.10 | \$8,801.52 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$102.85 | \$2.83 | \$34.07 | \$0.00 | \$169.26 |
| 1187 | 69 | 41 | \$5,892.16 | \$1,029.97 | \$1,010.04 | \$7,932.17 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$70.28 | \$1.94 | \$32.21 | \$0.00 | \$152.54 |
| 1191 | 67 | 28 | \$5,721.38 | \$1,000.11 | \$689.78 | \$7,411.27 | \$1,865.87 | \$496.04 | \$226.12 | \$23.43 | \$48.00 | \$1.32 | \$31.27 | \$0.00 | \$142.52 |
| 1192 | 75 | 89 | \$6,404.52 | \$1,119.53 | \$2,192.52 | \$9,716.58 | \$2,088.66 | \$555.27 | \$253.12 | \$26.22 | \$152.56 | \$4.21 | \$35.01 | \$0.00 | \$186.86 |
| 1193 | 70 | 50 | \$5,977.56 | \$1,044.90 | \$1,231.75 | \$8,254.21 | \$1,949.42 | \$518.25 | \$236.25 | \$24.47 | \$85.71 | \$2.36 | \$32.67 | \$0.00 | \$158.73 |
| 1194 | 71 | 58 | \$6,082.95 | \$1,059.82 | \$1,428.83 | \$8,551.61 | \$1,977.27 | \$525.65 | \$239.82 | \$24.82 | \$99.42 | \$2.74 | \$33.14 | \$0.00 | \$164.45 |
| 1195 | 73 | 78 | \$6,233.74 | \$1,089.68 | \$1,921.54 | \$9,244.95 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$133.70 | \$3.69 | \$34.07 | \$0.00 | \$177.79 |
| 1196 | 73 | 78 | \$6,233.74 | \$1,089.68 | \$1,921.54 | \$9,244.95 | \$2,032.97 | \$540.46 | \$246.37 | \$25.52 | \$133.70 | \$3.69 | \$34.07 | \$0.00 | \$177.79 |
| 1197 | 69 | 78 | \$5,892.16 | \$1,029.97 | \$1,921.54 | \$8,843.67 | \$1,921.57 | \$510.85 | \$232.87 | \$24.12 | \$133.70 | \$3.69 | \$32.21 | \$0.00 | \$170.07 |
| 1201 | 86 | 196 | \$7,343.85 | \$1,283.73 | \$4,828.47 | \$13,456.06 | \$2,395.00 | \$636.71 | \$290.24 | \$30.07 | \$335.97 | \$9.26 | \$40.14 | \$0.00 | \$258.77 |
| 1202 | 82 | 161 | \$7,002.28 | \$1,224.02 | \$3,966.25 | \$12,192.55 | \$2,283.61 | \$607.09 | \$276.74 | \$28.67 | \$275.97 | \$7.61 | \$38.27 | \$0.00 | \$234.47 |
| 1203 | 83 | 158 | \$7,087.67 | \$1,238.95 | \$3,892.34 | \$12,218.96 | \$2,311.46 | \$614.50 | \$280.12 | \$29.02 | \$270.83 | \$7.47 | \$38.74 | \$0.00 | \$234.98 |
| 1211 | 85 | 196 | \$7,258.46 | \$1,268.80 | \$4,828.47 | \$13,355.74 | \$2,367.15 | \$629.30 | \$286.87 | \$29.72 | \$335.97 | \$9.26 | \$39.68 | \$0.00 | \$256.84 |
| 1212 | 80 | 161 | \$6,831.49 | \$1,194.17 | \$3,966.25 | \$11,991.91 | \$2,227.91 | \$592.28 | \$270.00 | \$27.97 | \$275.97 | \$7.61 | \$37.34 | \$0.00 | \$230.61 |
| 1213 | 82 | 158 | \$7,002.28 | \$1,224.02 | \$3,892.34 | \$12,118.64 | \$2,283.61 | \$607.09 | \$276.74 | \$28.67 | \$270.83 | \$7.47 | \$38.27 | \$0.00 | \$233.05 |
| 1221 | 85 | 199 | \$7,258.46 | \$1,268.80 | \$4,902.38 | \$13,429.64 | \$2,367.15 | \$629.30 | \$286.87 | \$29.72 | \$341.11 | \$9.40 | \$39.68 | \$0.00 | \$258.26 |
| 1222 | 80 | 164 | \$6,831.49 | \$1,194.17 | \$4,040.15 | \$12,065.81 | \$2,227.91 | \$592.28 | \$270.00 | \$27.97 | \$281.11 | \$7.75 | \$37.34 | \$0.00 | \$232.03 |
| 1223 | 82 | 161 | \$7,002.28 | \$1,224.02 | \$3,966.25 | \$12,192.55 | \$2,283.61 | \$607.09 | \$276.74 | \$28.67 | \$275.97 | \$7.61 | \$38.27 | \$0.00 | \$234.47 |
| 1231 | 84 | 202 | \$7,173.07 | \$1,253.87 | \$4,976.28 | \$13,403.23 | \$2,339.30 | \$621.90 | \$283.49 | \$29.37 | \$346.25 | \$9.54 | \$39.21 | \$0.00 | \$257.75 |
| 1232 | 80 | 166 | \$6,831.49 | \$1,194.17 | \$4,089.42 | \$12,115.08 | \$2,227.91 | \$592.28 | \$270.00 | \$27.97 | \$284.54 | \$7.84 | \$37.34 | \$0.00 | \$232.98 |
| 1233 | 82 | 164 | \$7,002.28 | \$1,224.02 | \$4,040.15 | \$12,266.45 | \$2,283.61 | \$607.09 | \$276.74 | \$28.67 | \$281.11 | \$7.75 | \$38.27 | \$0.00 | \$235.89 |
| 1241 | 84 | 205 | \$7,173.07 | \$1,253.87 | \$5,050.19 | \$13,477.13 | \$2,339.30 | \$621.90 | \$283.49 | \$29.37 | \$351.39 | \$9.69 | \$39.21 | \$0.00 | \$259.18 |
| 1242 | 80 | 169 | \$6,831.49 | \$1,194.17 | \$4,163.33 | \$12,188.99 | \$2,227.91 | \$592.28 | \$270.00 | \$27.97 | \$289.69 | \$7.98 | \$37.34 | \$0.00 | \$234.40 |
| 1243 | 82 | 166 | \$7,002.28 | \$1,224.02 | \$4,089.42 | \$12,315.72 | \$2,283.61 | \$607.09 | \$276.74 | \$28.67 | \$284.54 | \$7.84 | \$38.27 | \$0.00 | \$236.84 |
| 1251 | 94 | 208 | \$8,027.00 | \$1,403.15 | \$5,124.10 | \$14,554.25 | \$2,617.79 | \$895.93 | \$317.24 | \$32.87 | \$356.54 | \$9.83 | \$43.88 | \$0.00 | \$279.89 |
| 1252 | 90 | 172 | \$7,685.43 | \$1,343.44 | \$4,237.23 | \$13,266.10 | \$2,506.40 | \$866.32 | \$303.74 | \$31.47 | \$294.83 | \$8.13 | \$42.01 | \$0.00 | \$255.12 |
| 137 | 10,011 | 10,002 | \$854,875.96 | \$149,435.00 | \$246,400.00 | \$1,237,444.96 | \$278,795.00 | \$74,250.00 | \$33,786.50 | \$3,500.20 | \$17,160.00 | \$473.00 | \$4,672.80 | \$0.00 | \$107.02 |
| | | | | | | | | | | | | | | | \$279.89 |
| | | | | | | | | | | | | | | | \$174.98 |

Min
Max
Average

PART A - STATUTORY DISCLOSURE

PROPOSED COMMUNITY MANAGEMENT STATEMENT

A copy of the proposed community management statement for the Scheme (**Proposed CMS**) follows this page.

Prior to Settlement, if necessary, the Seller may cause the Proposed CMS to be amended to effect the following (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 by a statutory easement in Schedule D; and
3. if required, to identify or further identify the location of services on the service location diagram(s).

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS 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

Quay Waterfront Newstead community titles scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Quay Waterfront Newstead community titles scheme

4. Scheme land

Lot on Plan Description

Title Reference

Common Property of Quay Waterfront Newstead CTS

to issue from

Lots 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 on SP 322426

to issue from

5. #Name and address of original owner

Mirvac Queensland Pty Limited ABN 24 060 411 207 of Level 17, 123 Eagle Street, Brisbane QLD 4000

6. Reference to plan lodged with this statement

SP 322426

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

N/A

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

Mirvac Queensland Pty Limited ABN 24 060 411 207

/ /
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.

Quay Waterfront Newstead community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1011 on SP 322426 | 79 | 120 |
| Lot 1012 on SP 322426 | 54 | 6 |
| Lot 1021 on SP 322426 | 67 | 26 |
| Lot 1022 on SP 322426 | 75 | 78 |
| Lot 1023 on SP 322426 | 70 | 44 |
| Lot 1024 on SP 322426 | 71 | 50 |
| Lot 1025 on SP 322426 | 73 | 72 |
| Lot 1027 on SP 322426 | 67 | 38 |
| Lot 1031 on SP 322426 | 67 | 26 |
| Lot 1032 on SP 322426 | 75 | 79 |
| Lot 1033 on SP 322426 | 70 | 44 |
| Lot 1034 on SP 322426 | 71 | 51 |
| Lot 1035 on SP 322426 | 73 | 72 |
| Lot 1036 on SP 322426 | 73 | 51 |
| Lot 1037 on SP 322426 | 69 | 38 |
| Lot 1041 on SP 322426 | 67 | 26 |
| Lot 1042 on SP 322426 | 75 | 79 |
| Lot 1043 on SP 322426 | 70 | 44 |
| Lot 1044 on SP 322426 | 71 | 51 |
| Lot 1045 on SP 322426 | 73 | 73 |
| Lot 1046 on SP 322426 | 73 | 51 |
| Lot 1047 on SP 322426 | 69 | 38 |
| Lot 1051 on SP 322426 | 67 | 26 |
| Lot 1052 on SP 322426 | 75 | 80 |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1053 on SP 322426 | 70 | 45 |
| Lot 1054 on SP 322426 | 71 | 52 |
| Lot 1055 on SP 322426 | 73 | 73 |
| Lot 1056 on SP 322426 | 73 | 52 |
| Lot 1057 on SP 322426 | 69 | 38 |
| Lot 1061 on SP 322426 | 67 | 26 |
| Lot 1062 on SP 322426 | 75 | 80 |
| Lot 1063 on SP 322426 | 70 | 45 |
| Lot 1064 on SP 322426 | 72 | 52 |
| Lot 1065 on SP 322426 | 73 | 73 |
| Lot 1066 on SP 322426 | 73 | 52 |
| Lot 1067 on SP 322426 | 69 | 39 |
| Lot 1071 on SP 322426 | 67 | 26 |
| Lot 1072 on SP 322426 | 75 | 81 |
| Lot 1073 on SP 322426 | 70 | 46 |
| Lot 1074 on SP 322426 | 71 | 53 |
| Lot 1075 on SP 322426 | 73 | 74 |
| Lot 1076 on SP 322426 | 73 | 54 |
| Lot 1077 on SP 322426 | 69 | 39 |
| Lot 1081 on SP 322426 | 67 | 26 |
| Lot 1082 on SP 322426 | 75 | 82 |
| Lot 1083 on SP 322426 | 70 | 46 |
| Lot 1084 on SP 322426 | 71 | 53 |
| Lot 1085 on SP 322426 | 73 | 74 |
| Lot 1086 on SP 322426 | 73 | 54 |
| Lot 1087 on SP 322426 | 69 | 39 |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1091 on SP 322426 | 67 | 27 |
| Lot 1092 on SP 322426 | 75 | 82 |
| Lot 1093 on SP 322426 | 70 | 46 |
| Lot 1094 on SP 322426 | 72 | 54 |
| Lot 1095 on SP 322426 | 73 | 75 |
| Lot 1096 on SP 322426 | 73 | 55 |
| Lot 1097 on SP 322426 | 69 | 39 |
| Lot 1101 on SP 322426 | 67 | 27 |
| Lot 1102 on SP 322426 | 75 | 83 |
| Lot 1103 on SP 322426 | 79 | 101 |
| Lot 1105 on SP 322426 | 73 | 75 |
| Lot 1106 on SP 322426 | 73 | 55 |
| Lot 1107 on SP 322426 | 69 | 39 |
| Lot 1111 on SP 322426 | 67 | 27 |
| Lot 1112 on SP 322426 | 83 | 131 |
| Lot 1114 on SP 322426 | 71 | 55 |
| Lot 1115 on SP 322426 | 73 | 75 |
| Lot 1116 on SP 322426 | 73 | 56 |
| Lot 1117 on SP 322426 | 69 | 40 |
| Lot 1121 on SP 322426 | 67 | 27 |
| Lot 1122 on SP 322426 | 75 | 84 |
| Lot 1123 on SP 322426 | 79 | 103 |
| Lot 1125 on SP 322426 | 73 | 76 |
| Lot 1126 on SP 322426 | 73 | 56 |
| Lot 1127 on SP 322426 | 69 | 40 |
| Lot 1131 on SP 322426 | 67 | 27 |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1132 on SP 322426 | 75 | 85 |
| Lot 1133 on SP 322426 | 70 | 48 |
| Lot 1134 on SP 322426 | 72 | 55 |
| Lot 1135 on SP 322426 | 73 | 76 |
| Lot 1136 on SP 322426 | 73 | 57 |
| Lot 1137 on SP 322426 | 69 | 40 |
| Lot 1141 on SP 322426 | 67 | 27 |
| Lot 1142 on SP 322426 | 75 | 85 |
| Lot 1143 on SP 322426 | 79 | 104 |
| Lot 1145 on SP 322426 | 73 | 76 |
| Lot 1146 on SP 322426 | 73 | 58 |
| Lot 1147 on SP 322426 | 69 | 40 |
| Lot 1151 on SP 322426 | 67 | 28 |
| Lot 1152 on SP 322426 | 75 | 86 |
| Lot 1153 on SP 322426 | 70 | 49 |
| Lot 1154 on SP 322426 | 71 | 56 |
| Lot 1155 on SP 322426 | 73 | 77 |
| Lot 1156 on SP 322426 | 73 | 58 |
| Lot 1157 on SP 322426 | 69 | 41 |
| Lot 1161 on SP 322426 | 79 | 114 |
| Lot 1163 on SP 322426 | 70 | 49 |
| Lot 1164 on SP 322426 | 71 | 57 |
| Lot 1165 on SP 322426 | 73 | 77 |
| Lot 1166 on SP 322426 | 73 | 59 |
| Lot 1167 on SP 322426 | 73 | 41 |
| Lot 1171 on SP 322426 | 67 | 28 |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|---------------------------------|-----------------------------|
| Lot 1172 on SP 322426 | 75 | 87 |
| Lot 1173 on SP 322426 | 79 | 107 |
| Lot 1175 on SP 322426 | 73 | 77 |
| Lot 1176 on SP 322426 | 73 | 59 |
| Lot 1177 on SP 322426 | 69 | 41 |
| Lot 1181 on SP 322426 | 67 | 28 |
| Lot 1182 on SP 322426 | 75 | 88 |
| Lot 1183 on SP 322426 | 79 | 108 |
| Lot 1185 on SP 322426 | 73 | 78 |
| Lot 1186 on SP 322426 | 73 | 60 |
| Lot 1187 on SP 322426 | 69 | 41 |
| Lot 1191 on SP 322426 | 67 | 28 |
| Lot 1192 on SP 322426 | 75 | 89 |
| Lot 1193 on SP 322426 | 70 | 50 |
| Lot 1194 on SP 322426 | 71 | 58 |
| Lot 1195 on SP 322426 | 73 | 78 |
| Lot 1196 on SP 322426 | 73 | 78 |
| Lot 1197 on SP 322426 | 69 | 78 |
| Lot 1201 on SP 322426 | 86 | 196 |
| Lot 1202 on SP 322426 | 82 | 161 |
| Lot 1203 on SP 322426 | 83 | 158 |
| Lot 1211 on SP 322426 | 85 | 196 |
| Lot 1212 on SP 322426 | 80 | 161 |
| Lot 1213 on SP 322426 | 82 | 158 |
| Lot 1221 on SP 322426 | 85 | 199 |
| Lot 1222 on SP 322426 | 80 | 164 |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1223 on SP 322426 | 82 | 161 |
| Lot 1231 on SP 322426 | 84 | 202 |
| Lot 1232 on SP 322426 | 80 | 166 |
| Lot 1233 on SP 322426 | 82 | 164 |
| Lot 1241 on SP 322426 | 84 | 205 |
| Lot 1242 on SP 322426 | 80 | 169 |
| Lot 1243 on SP 322426 | 82 | 166 |
| Lot 1251 on SP 322426 | 94 | 208 |
| Lot 1252 on SP 322426 | 90 | 172 |
| TOTAL | 10,015 | 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 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;
 - 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;
 - b. the purposes for which the lots in the community titles scheme are used;
 - c. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

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and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.

5. By reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for lots in the community titles scheme were decided on the basis that certain features or characteristics 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. Floor Area - 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 relative to lots with a smaller floor area and therefore a lot which has a greater floor area will have a higher contribution schedule lot entitlement than a lot which has a smaller floor area because there is a higher cost;
 - b. Purpose for which the lots are used - the use of the lots, together with associated use of common facilities, will impact on the contribution schedule lot entitlements of those lots. Lots used for retail or commercial purposes will have a lower contribution schedule lot entitlement than lots used for residential purposes.

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.

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SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Dictionary

Accommodation Module means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

Concept Plan means the concept plan attached to this Schedule titled "Concept Plan".

CTS means community titles scheme.

Development means the proposed further development of the Scheme.

Development Lot means Lot 1011 on SP 322426.

Development Lot Owner means the Original Owner and the owner of a Development Lot.

2. Interpretation and terms not defined

2.1 This Schedule B is to be interpreted, so far as possible, in accordance with the interpretation provisions set out in Schedule C of this CMS.

2.2 Terms not defined in this Schedule B, but defined in Schedule C of this CMS, have the meanings given to them in Schedule C of this CMS.

3. Explanation of proposed development of Scheme and Layered Scheme

3.1 The Scheme is not part of a layered arrangement of CTS's within the meaning of Section 18 of the BCCM Act.

3.2 The Scheme may be further developed by the subdivision of the Development Lot to create between 2 and 5 retail lots.

3.3 Additional Common Property may be created as part of the Development.

4. Concept Plan

4.1 The intended further carrying out of the development of the Scheme is shown on the Concept Plan.

4.2 The Concept Plan is illustrative only. It does not fix or accurately specify the location of any stage of the Scheme or Common Property.

4.3 The Original Owner may make changes to the Concept Plan at any time.

4.4 So far as is lawful, the further carrying out of the Development may be varied as set out in this Schedule B.

4.5 If there is any inconsistency between the Concept Plan and the content of Schedule B, the content of Schedule B prevails.

5. Variations

5.1 A Development Lot Owner may, at its discretion, and subject to obtaining any necessary Authority (as defined in Schedule B) approvals, make variations to the way the Development is carried out including:

- (a) changing the configuration of the Development Lot;

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- (b) creating further Development Lots or Common Property from the Development Lot;
- (c) not proceeding with the development or creation of one or more of the intended Development;
- (d) varying any descriptions or names of the intended Development;
- (e) varying the number of lots within an intended stage including if the number of lots is more or less than the any number or any range specified in this Schedule B;
- (f) causing the granting of exclusive use or special privilege rights over all or any part of the Common Property;
- (g) any lot or plan numbers; and
- (h) the type of plan which is to apply to the relevant Scheme or part thereof.

6. Subdivisional plans

- 6.1 Generally, the further carrying out of the Development will be effected by subdividing the Development Lot, using any type of plan and accompanying CMS's and other documentation:

7. Dealings with Common Property

- 7.1 The Common Property or some portions of it may from time to time be subject to benefitting and/or burdening easements or other arrangements including public use, public parkland, recreational areas, public access, for utility services and infrastructure. In that case, the Scheme may be responsible for the insurance, maintenance and upkeep of the relevant Common Property.

8. Rights of Development Lot Owner

- 8.1 The Development may be carried out by any Development Lot Owner.

- 8.2 The rights conferred on a Development Lot Owner:

- (a) as set out in this Schedule B may be exercised in the total discretion of a Development Lot Owner; and
- (b) are to be interpreted to give the maximum flexibility, rights and powers to enable the further carrying out of the development of the Scheme by a Development Lot Owner.

- 8.3 A Development Lot Owner may at any time, without the consent of the Body Corporate:

- (a) enter upon the Common Property and undertake works on, to or within the Common Property, any Development Lot or any land within the Scheme of any kind required for the further carrying out of the development of the Scheme, including:
 - (i) construction of improvements generally, temporary or permanent; and
 - (ii) construction, modifications and changes necessary to establish utility infrastructure and utility services and connections thereto.

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- (b) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (c) damage the Common Property for the purpose of carrying out the further development;
- (d) cut thoroughfares in walls which are part of the Common Property for access purposes;
- (e) use the Common Property for support, both temporary and permanent;
- (f) temporarily, including for extended periods, close off access to areas of the Common Property;
- (g) install and keep signage on the Common Property; and
- (h) exercise its rights in the company of or through its nominees or agents.

8.4 A Development Lot Owner:

- (a) must reinstate and rectify any damage done to the Common Property in exercising its rights under this Schedule B to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

9. Future allocations for the Scheme (Section 66(1)(f)(ii) BCCM Act)

9.1 In this part:

- (a) **Future Allocation** means a future allocation of Common Property or a Body Corporate asset under an exclusive use by-law; and
- (b) **Purposes** means any of the following purposes:
 - (i) parking;
 - (ii) outdoor dining;
 - (iii) waste;
 - (iv) grease arrestor;
 - (i) utility infrastructure keeping; and
 - (ii) to the extent lawful, any other lawful purposes determined by the Original Owner.

9.2 Future Allocations may be made for any of the Purposes by a person authorised to do so under the relevant exclusive use By-law in any stage of the Scheme (including the current stage of the Scheme).

9.3 Without limitation, the authorised person may make **authorised allocations** (as defined in the BCCM Act) in accordance with the By-laws of Common Property or Body Corporate assets to any Lot for the Purposes in any stage of the Scheme.

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10. Obligations of Body Corporate

10.1 The Body Corporate must, to the fullest extent possible, co-operate with a Development Lot Owner and facilitate and enable the:

- (a) exercise of rights; and
- (b) further carrying out of the Development.

10.2 The Body Corporate, any Owners and Occupiers must:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans, instruments and documents including new CMS's, building management statements, transfers, survey plans, easements, surrenders of easements as required by a Development Lot Owner, including to:
 - (i) remove a lot or any undeveloped land from the Scheme;
 - (ii) amalgamate or further subdivide or reconfigure any Development Lot;
 - (iii) make changes to the Concept Plan;
 - (iv) make changes to exclusive use allocation and body corporate asset plans; and
 - (v) allocation of exclusive use areas and body corporate assets,

to enable and facilitate; and

- (f) grant exclusive use rights, special privilege rights, access licenses and other rights as required by a Development Lot Owner to enable and facilitate,

the further carrying out of the Development.

11. Entrenchment of rights of further development

Until the further carrying out of the development of the Scheme as contemplated in this Schedule B has been concluded, this CMS must not be changed so as to in any way derogate or limit the rights of a Development Lot Owner without the prior written consent of each Development Lot Owner.

12. Severance

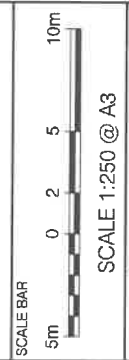
If any provisions of this Schedule B are void, voidable, unenforceable or not legal in any way, then that provision and, where possible, the infringing part of that provision only, will be severed.

CLIENT
MIRVAC QUEENSLAND PTY LTD

PROJECT
CONCEPT PLAN

LOCAL AUTHORITY
BRISBANE CITY COUNCIL

NOTES
 (i) This plan was prepared for the purpose and exclusive use of MIRVAC QUEENSLAND PTY LTD. LandPartners PTY LTD accepts no responsibility for any loss or damage suffered however arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (j) or (k) hereof.
 (ii) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary.
 (iii) This plan may not be copied unless these notes are included.



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"Indicative only. Subject to Variations in accordance with the Contract Terms and Registrar of Titles requirements."



NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

Quay Waterfront Newstead community titles scheme

SCHEDULE C BY-LAWS

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.

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- (d) **Building Manager** means a caretaking service contractor engaged by the Body Corporate to manage and maintain the Common Property.
- (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; or
 - (iii) any covenant, easement or other encumbrance over the Common Property.
- (f) **By-Laws** means these by-laws.
- (g) **CMS** means a community management statement.
- (h) **Common Property** means the common property of the Scheme.
- (i) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.
- (j) **Display Lot** means a Lot or Lots used to promote sales.
- (k) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (l) **Lot** means a lot included in the Scheme and includes:
 - (i) all improvements constructed on or within the lot; and
 - (ii) any areas of Common Property which may be used by occupants of the lot under an exclusive use By-law allocation.
- (m) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (n) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (o) **Occupier** means:
 - (i) each Owner; and
 - (ii) any occupier of a Lot and includes:
 - (A) a mortgagee in possession;
 - (B) a tenant or lessee (of a Lot or a part of a Lot); and
 - (C) an occupier of a part of a Lot.
- (p) **Office Lot** means Lot 1012 on SP 322426.
- (q) **Original Owner** means Mirvac Queensland Pty Limited ABN 24 060 411 207.

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- (r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (s) **Pets:**
 - (i) includes dogs, cats, birds and other animals normally kept as pets; and
 - (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.
- (t) **Residential Lots** are Lots which are used or may be used for residential purposes.
- (u) **Retail Lots** are Lots which are used or may be used for non-residential purposes (including retail, commercial or hospitality).
- (v) **Scheme** means Quay Waterfront Newstead community titles scheme.
- (w) **Scheme Land** means all the land included in the Scheme.
- (x) **Secretary** means the secretary of the Body Corporate.

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 their Lot.

4. 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.

5. Moving In / Out of Scheme

- 5.1 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. The Body Corporate may require a bond prior as a condition of any booking.
- 5.2 Protective lift curtains must be used for all moves.
- 5.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

6. Vehicles

- 6.1 An Occupier must not, without the Body Corporate's written approval:
 - (a) park a vehicle or allow a vehicle to stand on the Common Property; or

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(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.

6.2 An Occupier of a Retail Lot must not, without the Body Corporate's written approval, permit Invitees to park in any visitor parking designated for residential visitor parking.

6.3 An Occupier of a Residential Lot must not, without the Body Corporate's written approval, permit Invitees to park in any visitor parking designated for retail visitor parking.

6.4 An approval under sub-sections 1, 2 or 3, with the exception of designated visitor parking:

(a) must state the period for which it is given; and

(b) may be revoked by giving 7 days written notice to the Owner or Occupier.

6.5 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property.

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

7. Use of Lots

7.1 Subject to these By-Laws (including the rights of a caretaking service contractor, concierge service contractor or party holding a letting authorisation from the Body Corporate), Owners and Occupiers must not use or permit Residential Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.

7.2 Notwithstanding By-law 9.1:

(a) an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 3 months;

(b) 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:

(i) use does not conflict with the rights of any caretaking service contractor, concierge service contractor or party holding a letting authorisation from the Body Corporate;

(ii) use is lawful and all necessary permits for the use are held;

(iii) use does not unreasonably interfere with the amenity of other Occupiers; and

(iv) Occupier obeys the reasonable directions and requirements of the Body Corporate.

7.3 Lots must not be used or allowed to be used:

(a) for any purpose that may cause a nuisance or hazard;

(b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

(c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;

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- (d) for any purpose that may endanger the safety of persons within the Scheme.; or
- (e) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme or any other applicable law.

7.4 Owners and Occupiers must not:

- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
 - (b) advertise that the Lot is available for lease or occupancy,
- in breach of these By-laws.

7.5 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of the Lot contrary to this By-law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, Approval for the Scheme, the certificate of occupancy for the building(s) in the Scheme or the conditions of any insurance policy effected by the Body Corporate for the Scheme.

7.6 Flammable substances must not be stored within Residential Lots unless the substance is used for normal domestic use.

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

7.8 Subject to these By-laws, any Retail Lots:

- (a) may, subject to By-law 7.8(b), be used for any lawful non-residential purpose; and
- (b) must not be used as part of an enterprise that carries on the business of management of letting or sales of Lots, unless the occupant of the Retail Lot, or a party related to it, holds an authorisation from the Body Corporate to carry out such a business.

7.9 The Office Lot may be used by any caretaking service contractor, concierge service contractor and/or party holding a letting authorisation from the Body Corporate to perform their respective duties and provide the relevant services.

8. Maintenance of Lots

Occupiers must:

- (a) maintain their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
 - (i) clean so that it is not offensive in appearance to other Occupiers; and
 - (ii) free of pests and vermin;

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- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean;
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and
- (g) ensure that balconies and terraces do not leak resulting in water or other liquids escaping to other Lots or Common Property.

9. Alteration to Lots

9.1 Except as set out in this By-law, Lots must not be altered without:

- (a) the prior written approval of the Body Corporate;
- (b) first submitting to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations; and
- (c) all necessary local authority and other approvals having first been obtained.

9.2 No approval of the Body Corporate is necessary for minor works to the internal area of the Lot such as painting and replacement of carpet but the colours used must be in keeping with the colours of the Scheme generally.

9.3 The Body Corporate:

- (a) must not unreasonably withhold its consent to an alteration; and
- (b) may give its consent subject to reasonable conditions.

9.4 Alterations may be made to Retail Lots and the Office Lot providing:

- (a) the Owner has first obtained all necessary local authority and other approvals to the alteration; and
- (b) the alterations are in accordance with the standard and general appearance of the Scheme.

10. Acoustics

10.1 An Owner or Occupier must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:

- (a) remove, install or reinstall any hard floor surface unless it achieves a floor impact isolation performance rating of LnT w55 or better, between lower occupied Lots or adjacent Lots; or
- (b) interfere with any ceiling acoustic treatment (where applicable) so that the acoustic treatment no longer achieves a minimum field impact isolation control of LnT w55.

10.2 Prior to the installation of the hard floor surface advice must be sought, by and at the cost of the Owner of the Lot, from an approved acoustic consulting company with regard to suitable floor treatments to meet this level of isolation. This may include:

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- (a) a preliminary floor impact isolation test to determine the isolation provided by the base floor slab under consideration; and
- (b) testing on a sample of the isolation system to be used to confirm the final performance outcome.

10.3 When removing or installing any hard floor surface pursuant to this By-Law:

- (a) the insurance of the work during installation is to be the responsibility of the Owner or Occupier of the Lot;
- (b) all costs associated with the work are to be met by the Owner or Occupier of the Lot;
- (c) any common property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;
- (d) the Owner of the Lot is to be responsible for the cleaning of the Common Property areas used to transport materials and waste relating the installation;
- (e) the Owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
- (f) the Body Corporate costs in providing the approval are to be met by the Owner of the Lot;
- (g) upon completion of the work, at the cost of the Owner of the Lot, the floor must be tested to ensure that the minimum impact isolation requirement has been met. This test must be carried out in accordance with the procedures defined in ISO 140-7 by a company experienced with and recognised for this type of work. A system will be accepted as being in compliance with the design criterion if the performance level is not more than 3 LnT w above the performance level (ie a level of up to LnT w58). This tolerance is allowed in recognition that impact isolation levels can vary in different locations in the same building;
- (h) an impact isolation test certificate is to be submitted to the Body Corporate within 10 days of the test showing compliance with the defined limit;
- (i) the Owner or Occupier of the Lot's contractor must park in the Owner or Occupier's allotted car space; and
- (j) hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

10.4 The Owner or Occupier of the Lot acknowledges and agrees that:

- (a) the Body Corporate does not endorse or recommend any particular impact isolation product or system or acoustic consulting company;
- (b) the selected floor impact isolation system must be laid strictly in accordance with the floor impact isolation system supplier standard installation procedures in consideration with the hard floor surface supplier installation procedures;
- (c) the installed hard floor surface must not touch the perimeter walls of the Lot with there being a minimum 5mm gap between the walls and the hard floor surface. This gap is to be sealed with a resilient sealant;
- (d) the LnT w55 limit provides a "good" level of acoustic isolation and exceeds the Building Code of Australia (2010) minimum floor impact isolation requirements; and

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- (e) test samples undertaken in accordance with this By-Law should be of a minimum area of 1.2m x 1.2m and be located not less than 1m from any wall or façade.

10.5 This By-Law does not apply to Owners and Occupiers of lots located on level 1 (as these lots are located immediately above the parking level and not above residential lots).

11. Appearance of Lots

11.1 The purpose of this By-law is to ensure that the Scheme:

- (a) is visually uniform and tidy in appearance; and
- (b) includes garden areas and plants which are compatible 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) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;
- (d) use any part of the Lot for storage;
- (e) keep any oversized plants (as determined by the Body Corporate); or
- (f) install any aerials, receivers or the like,

if visible from outside of the Lot.

11.3 An Occupier must not install:

- (a) window finishes; or
- (b) screening or security devices,

to any external facing window or door unless the backing of the finish is the colour Dulux code P11A2/PN2C5 in "soft beige" 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 Letter boxes must be regularly cleared.

11.5 An Occupier must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

12. Power to enter Lots

12.1 A person authorised by the Body Corporate (an authorised person) may enter a Lot included in the Scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:

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- (a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary;
- (b) to carry out work the Body Corporate is authorised or required to carry out; and
- (c) to maintain any gardens or planting on the façade of the building.

12.2 The power of entry may be exercised:

- (a) in an emergency - at any time, with or without notice of intended entry given to any person; and
- (b) in other cases:
 - (i) for entry to the Lot mentioned in By-law 12.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
 - (A) the Owner of the Lot; or
 - (B) if the Owner is not in occupation of the Lot - the Occupier of the Lot; and
 - (ii) for entry to the Common Property mentioned in By-law 12.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
 - (A) the Owner of the Lot to which the exclusive use by-law attaches; or
 - (B) if the Owner of the Lot mentioned in By-law 12.2(b)(ii)(A) is not in occupation of the Common Property - the occupier of the Common Property; and
 - (iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.

13. Behaviour of Occupiers and Invitees

13.1 Subject to By-law 13.3 below, all persons within the Scheme:

- (a) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of others;
- (b) must take all practical means to minimise annoyance and noise to others including by closing doors, windows and curtains;
- (c) leaving or entering between 10.00 pm and 8.00am must do so quietly;
- (d) unless within the privacy of a Lot, must be appropriately dressed;
- (e) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and
- (f) must not behave in a way likely to unreasonably interfere with the peaceful enjoyment of others.

13.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Occupiers. Such equipment

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and instruments must not be operated between the hours of 11.00pm and 7.00am in a manner as to be audible at all to any other Occupier.

13.3 By-law 13.1 does not apply to Occupants and Invitees of any Retail Lots.

14. Retail Lot

14.1 Occupiers acknowledge as follows:

- (a) the Retail Lot may be used for any lawful use;
- (b) the Retail Lot will be an operating lot; and
- (c) the activities on or from the Retail Lot may generate noise and cause smells to emanate within the Scheme.

14.2 All Invitees of the Retail Lot entering or leaving the Scheme between 10.00 pm and 6.00 am must do so quietly.

15. Waste Disposal

15.1 Waste must:

- (a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste, including, if areas are designated for keeping of waste only by particular lot types, only those lot types may use those designated areas for the keeping of waste (for example, if an area is designated for keeping of waste by Retail Lots, only retail lots may keep waste in that designated area);
- (b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

15.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate.

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

15.4 Unless a service contractor is otherwise engaged to perform the function, any waste bins left for collection must be removed by the relevant Occupant whose waste bin it is from the Common Property soon after waste collection, if possible on the same day.

15.5 Retail Lots must only dispose of their waste into receptacles designated by the Body Corporate.

15.6 Occupiers must use any waste chute:

- (a) in accordance with all signs and directions of the Body Corporate;
- (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 in a manner which might tend to unfold whilst passing through the chute (for example, pizza boxes);

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- (d) by ensuring that items are heavy enough to pass through the chute; 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 their Pet:

- (a) a maximum of 2 Pets each may occupy a Lot at any time;
- (b) a photo and completed pet details form of each Pet must be provided to the committee of the Body Corporate before the Pet is brought onto the Scheme;
- (c) Pets must wear an identification tag, tattoo or microchip;
- (d) if applicable, Pets must be licensed or registered;
- (e) clean and remove any mess left on Common Property;
- (f) ensure that Pets are appropriately restrained while on Common Property;
- (g) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (h) Pets must not be left unattended within a Lot for more than 24 consecutive hours;
- (i) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;
- (j) only take Pets into a lift if the occupants of the lift at the time verbally consent to the Pet entering the lift;
- (k) if there is an alternative means of access (goods lift or via car park) then Pets must not access their Lots via foyer area and must use those alternate means; and
- (l) Pets are not allowed in any recreation area, unless designated for Pet recreation use.

16.2 An Occupier who fails to comply with the conditions in By-law 16.1, must remove their 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. Broadband Infrastructure

17.1 The Body Corporate acknowledge that:

- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and

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- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.

17.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to NBN Co Limited for:

- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
- (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).

17.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), they waive and agree to waive:

- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.

17.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-law in a form reasonably satisfactory to NBN Co Limited.

17.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

18. Exclusive Use of Residential Areas

18.1 This By-law takes into account that:

- (a) the Lots have been designed and constructed to function and operate principally as 2 distinct purpose areas, namely;
 - (i) for Residential Lots and the Office Lot - residential purpose areas (being any lifts accessing the residential areas, the recreational and entertainment facilities, including any residents foyer area, swimming pool, spa, associated rest rooms, gymnasium, residents lounge and barbecue areas); and
 - (ii) for Retail Lots - hospitality, retail or commercial purpose areas.
- (b) all applicable operating and maintenance costs of the relevant building facilities and associated services are allocated to each of the owners of the respective purpose area lots.

18.2 Occupiers and Invitees of the Retail Lots are excluded from using the residential purpose areas, and those amenities are reserved for the exclusive use of the Occupiers and Invitees of the Residential Lots and the Office Lot only.

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19. Use of dining room within Common Property

- 19.1 Use of the Common Property dining room by Occupants will be through a booking or other system nominated by the Body Corporate.
- 19.2 The Common Property dining room must only be used during the following hours:
- (a) any outdoor area of the dining room - between 8.00am and 9.00pm; and
 - (b) any indoor area of the dining room - between 7.00am and 10.00pm.
- 19.3 All Occupants using the Common Property dining room:
- (a) must be considerate of other Occupants of the Scheme;
 - (b) are responsible for the actions of any Invitees using the dining room (which must be in the presence of an Occupant);
 - (c) are responsible and must pay for any breakages caused during their use of the dining room;
 - (d) may, if required by the Body Corporate, be required to be provided a cleaning bond prior to commencement of use.

20. Various matters concerning Common Property

- 20.1 Washing of vehicles must only occur in designated areas.
- 20.2 Bicycles:
- (a) must only be stored within Lots, in designated areas or within appropriate exclusive use areas;
 - (b) must be locked to prevent theft; and
 - (c) may only be brought into and out of the Scheme by way of the carpark entry.
- 20.3 Any designated speed limits must be complied with.
- 20.4 Occupiers must not:
- (a) interfere with the lawful use of the Common Property;
 - (b) interfere with the use of access ways 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) unless for bona fide purposes such as repair or maintenance, enter upon or be within areas of Common Property which are for utility infrastructure or services purposes such as areas which are or include:
 - (i) electrical substations, switch rooms or control panels;
 - (ii) fire service control panels; or

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(iii) telephone exchanges.

- (e) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset; or
- (f) smoke cigarettes (including e-cigarettes) or administer any prohibited substance whilst on Common Property.

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

20.6 Skateboards, roller blades, bicycles, go-carts, scooters and similar things must not be ridden on the Common Property.

21. Maintenance of Common Property

21.1 The Body Corporate and Owners acknowledge the following in respect of Common Property:

(a) **Defect** means, in respect to "building work" as defined in the *Queensland Building and Construction Commission Act 1991* and the *Queensland Building and Construction Commission Regulation 2003*, any defects or faults in the Common Property due to faulty materials or workmanship as set out in the "Standards and Tolerances Guide" compiled by the Queensland Building and Construction Commission and in force at the time the building work was completed (**Guide**) excluding normal maintenance, the effects of normal wear and tear, minor shrinkage and minor settlement cracks, anything not considered a defect or defective in the Guide and anything set out in By-law 21.1(b);

(b) a matter is not a Defect if:

- (i) the matter has arisen due to the relevant elements of the Common Property not being maintained in accordance with any warranty requirements and maintenance recommendations;
- (ii) it relates to materials used in the Common Property (particularly in finishes and fittings) which comprise natural products (such as stone, timber and the like) that:

(A) exhibit variations:

- (I) between different areas of the finished product; or
- (II) in shade, colour, texture, surface finish, markings, or the like;

(B) contain natural fissures, occlusions, lines, indentations or the like;

(C) fade, warp, scratch, expand, contract or distort over time whether as a result of exposure to heat, cold, weather or the like or otherwise;

(D) mark or stain due to exposure to certain substances or stain over time;

(E) are damaged or disfigured by impact or scratching or other mechanical means;

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- (iii) it relates to plush (cut) pile carpet installed in the Common Property that undergoes a phenomenon known as "Permanent Pile Reversal Shading" evident through the appearance of a "water marking effect" in the carpet due to reversal of the pile direction;
- (c) at the first extraordinary meeting of the Body Corporate, the Original Owner will pass:
 - (i) Defect assessment motion(s) which will set out the process for assessing Defect claims and rectifying Defects; and
 - (ii) a motion to engage a third party contractor to prepare a schedule of maintenance obligations in respect of Common Property; and
- (d) the Body Corporate invites the Original Owner to participate in without prejudice inspections of all matters purported by the Body Corporate to be Defects in Common Property; and
- (e) the Original Owner and its contractors must be given reasonable access to the Common Property to remedy the Defects as required by law.

22. Lot Utility Infrastructure located on Common Property

22.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.

22.2 Owners are responsible for:

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

Lot Utility Infrastructure.

22.3 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.

22.4 Any part of the Common Property which contains Lot Utility Infrastructure may be locked by the Body Corporate unless otherwise required by law, and may not accessed or opened by any person without the prior consent of the Body Corporate, not to be unreasonably withheld.

22.5 Owners and Occupiers must not keep lock boxes or similar on the Common Property.

23. Supply of Utilities

23.1 This By-law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:

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

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23.2 The Body Corporate must not supply a Metered Utility to a Lot unless:

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

23.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the 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 as 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 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).

23.4 The Body Corporate:

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

23.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

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23.6 An Owner or Occupier 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.

24. Security System

24.1 Windows and external doors in Lots must be locked when nobody is in the Lot.

24.2 The Body Corporate may provide a security key and access control system regulating access to and within the Scheme (**Security System**).

24.3 Under the Security System, any keys or access control devices (**Access Devices**) provided for individual Lots will allow access to:

- (a) the Scheme;
- (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
- (c) any area allocated for the exclusive use of occupants of the Lot; and
- (d) some facilities in the Common Property.

24.4 The following rules apply to the Security System:

- (a) the Body Corporate must supply 2 sets of Access Devices to each Owner;
- (b) the Body Corporate need not supply any additional or replacement Access Devices unless the Owner or Occupant pays the costs of those Access Devices;
- (c) the Body Corporate must be notified of any lost Access Devices as soon as possible;
- (d) the Body Corporate must cancel Access Devices 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.

24.5 The Body Corporate may also provide Access Devices to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

24.6 The Security System may permit access at all times to Lots by any service contractor or others as determined by the Body Corporate to enable windows and external doors to be closed when required, for example, in extreme weather such high wind situations.

24.7 Any security equipment (including CCTV or other video surveillance) installed on Common Property is the property of the Body Corporate. The Body Corporate is not liable to any Owner or Occupier due to any failure in the operation of the security equipment.

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25. Restricted Access - Special Rights

- 25.1 Except for levels where common access is required for Occupiers to access common facilities or access ways, each Occupier of a lot on a level of any building within the Scheme will have special rights to the exclusive use, in common with other Occupiers on that level, of the Common Property lift foyer and access ways on that level.
- 25.2 Any Security System contemplated under By-law 24 may be configured to support the special rights granted under this By-law. The Cost of maintaining the Security System in this regard is payable by the Body Corporate.
- 25.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this By-law (foyers and access ways on each level) at its Cost.
- 25.4 The Body Corporate may permit the Body Corporate's nominees and contractors to access the relevant lift foyer and access ways for any purpose determined by the Body Corporate including cleaning and maintenance.

26. Exclusive Rights of Caretaker and Letting Agent

- 26.1 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.
- 26.2 While a caretaking 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.
- 26.3 While a concierge service contractor is engaged by the Body Corporate to provide concierge services to Occupiers (**Concierge 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.
- 26.4 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 26.5 Whilst a party holds a Letting Authorisation, Caretaking Engagement or Concierge Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreements;
 - (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.
- 26.6 The party holding a Caretaking Engagement or Concierge Engagement must co-operate with the party that holds a similar engagement from the body corporate for Isle Waterfront Newstead to

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ensure the uniform appearance and ease of functionality and operation between the adjoining owners.

27. Lease or Licence of Common Property

27.1 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, retailers or any other party on such terms and conditions as the Original Owner determines (**Utility Licence Grant Notice**).

27.2 If a Utility Licence Grant Notice is given:

- (a) the Body Corporate must grant the lease or licence as directed by the Original Owner;
- (b) such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 174(3) of the Accommodation Module; and
- (c) 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.

27.3 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; or
- (b) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

28. Display Lot 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 Lot;
- (b) erect or permit signage to be erected within the Scheme concerning the sale and marketing of Lots within the Scheme and any development of which the Scheme forms part; and
- (c) carry out promotional and marketing functions from the Common Property.

29. Works carried out by Original Owner

29.1 The Original Owner may, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, as required by the Original Owner in their discretion.

29.2 The Original Owner:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

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29.3 The rights of the Original Owner under this By-law apply notwithstanding any inconsistency with any other By-law. By-laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Original Owner carrying out works to the Scheme.

30. Exclusive Use Areas - Car Parks

30.1 Specified rights of exclusive use - car parks

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of car parking.

30.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for car parking purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use car park areas are to be allocated; and
 - (B) 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 car park areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use car park areas 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 car park areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning car park areas 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 By-law 30.2 may also be done by the agent of the Original Owner.

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30.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use car park area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

30.4 Other matters about exclusive use car park areas

- (a) Exclusive use car parks may only be used for parking registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers, registered four wheel drive vehicles and bicycles (**Permitted Vehicles**).
- (b) A Permitted Vehicle must not be parked in a car park unless all parts of the Permitted Vehicle or trailer are within the exclusive use car park.
- (c) A person may install a storage cage within an exclusive use car park only with the prior written consent from the Body Corporate, not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and colours of storage devices. Any such installation must not impede or compromise the use of the area as a car park. The Body Corporate consents to any storage cage installed by the Original Owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a Permitted Vehicle while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a Permitted Vehicle operational.
- (e) The Body Corporate is entitled to pass through an exclusive use car park where necessary to obtain access to a part of the Common Property.
- (f) Electric vehicle charger units (**EV Chargers**) may be installed within an exclusive use car park or on a wall adjacent to the exclusive use car park, but only with the prior written consent from the Body Corporate (no consent is required for EV Chargers installed by the Original Owner), not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and specifications of the EV Chargers. If power is not available for the EV Charger, the cost of installation of power must be paid by the relevant Owner. EV Chargers must be connected to a charging management system approved and operated by or on behalf of the Body Corporate. Any such installation must not impede or compromise:
 - (i) the use of the area as a car park; or
 - (ii) mechanical ventilation or fire services.

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31. Exclusive Use Areas - Storage

31.1 Specified rights of exclusive use - storage

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of storage.

31.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for storage purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use storage areas are to be allocated; and
 - (B) 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 storage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use storage areas 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 storage areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning storage areas 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 By-law 31.2 may also be done by the agent of the Original Owner.

31.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use storage area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to

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record the relevant allocation, reallocation or the revocation of allocation in Schedule E.

- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

31.4 Other matters about exclusive storage areas

- (a) 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.
- (b) The Body Corporate is entitled to pass through an exclusive use storage area where necessary to obtain access to a part of the Common Property.
- (c) The storage area must not be used:
 - (i) for any purpose that may cause a nuisance or hazard;
 - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
 - (iii) for any illegal or immoral purpose;
 - (iv) for any purpose that may endanger the safety of persons within the Scheme; or
 - (v) for the storage of:
 - (A) flammable or illegal substances;
 - (B) pets; or
 - (C) machinery or similar equipment.

32. Exclusive Use Areas - Signage

32.1 Specified rights of exclusive use - signage

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of signage.

32.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for signage purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use signage areas are to be allocated; and

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- (B) 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 signage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use signage areas 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 signage areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning signage areas 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 By-law 32.2 may also be done by the agent of the Original Owner.

32.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use signage area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

32.4 Other matters about exclusive use signage areas

- (a) Exclusive use signage areas may only be used for the installation and keeping of signs that are first approved by the Body Corporate, acting reasonably.
- (b) Signs must be in keeping with the nature and quality of the Scheme and must be of modest colours and design.
- (c) Signs must be professionally manufactured and installed.
- (d) Owners with the benefit of an allocation are responsible for the maintenance and upkeep of their signs at their cost.

Quay Waterfront Newstead community titles scheme

- (e) If any authority approval is required for a sign, the Owner with the benefit of an allocation must obtain and keep that approval current as a condition of installation and keeping of the sign.

33. Exclusive Use Areas - Outdoor Dining

33.1 Specified rights of exclusive use - outdoor dining

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of outdoor dining and ancillary purposes.

33.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for outdoor dining purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use outdoor dining areas are to be allocated; and
 - (B) 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 outdoor dining areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use outdoor dining areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning outdoor dining areas 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.
- (e) Anything that the Original Owner may do under this By-law 33.2 may also be done by the agent of the Original Owner.

33.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use outdoor dining area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and

Quay Waterfront Newstead community titles scheme

- (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.

- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

33.4 Other matters about exclusive use outdoor dining areas

- (a) Subject to By-law 33.4(b), an exclusive use outdoor dining area must be kept clean and hygienic and maintained by the relevant owner at their cost to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.
- (b) The Body Corporate is responsible for maintaining all fixed structures within the exclusive use outdoor dining area.
- (c) Occupiers and the public are entitled to pass through an exclusive use outdoor dining area where reasonably necessary to obtain access to a part of the Common Property and adjoining land.
- (d) Any furniture or other items in the exclusive use outdoor dining area must be in keeping with the nature and quality of the Scheme and must be kept clean and hygienic and maintained to that standard at the cost of the relevant owner.

34. Exclusive Use Areas - Waste

34.1 Specified rights of exclusive use - waste

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of waste storage.

34.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for waste storage purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use waste areas are to be allocated; and
 - (B) 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 waste 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 of exclusive use waste areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning waste areas 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.
- (e) Anything that the Original Owner may do under this By-law 33.2 may also be done by the agent of the Original Owner.

34.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use waste area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

34.4 Other matters about exclusive use waste areas

- (a) An exclusive use waste area must be kept clean and hygienic and maintained by the relevant owner at their cost to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.
- (b) The relevant owners must arrange for the removal of any waste from the exclusive use waste area at its cost.
- (c) The relevant owners must clean any waste or mess as a result of moving any waste from their Lot to the exclusive use waste area and from the exclusive use waste area to any waste collection area.

35. Exclusive Use Areas - Grease Arrestor

35.1 Specified rights of exclusive use - grease arrestor

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 as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for purposes associated with use and maintenance of any grease arrestor.

Quay Waterfront Newstead community titles scheme

35.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for purposes associated with use and maintenance of any grease arrestor.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use grease arrestor areas are to be allocated; and
 - (B) 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 grease arrestor areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use grease arrestor areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning grease arrestor areas 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.
- (e) Anything that the Original Owner may do under this By-law 33.2 may also be done by the agent of the Original Owner.

35.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use grease arrestor area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

35.4 Other matters about exclusive use grease arrestor areas

- (a) An exclusive use grease arrestor area must be kept clean and hygienic and maintained by the relevant owner at their cost to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.

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- (b) The relevant owners must arrange for maintenance of and removal of any waste from any grease arrestor and associated infrastructure at its cost.
- (c) The relevant owners must pay any costs levied by any Authority in respect of any grease arrestor.

36. Exclusive Use Areas and Assets - Other

36.1 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.

36.2 Rights attach to Lots

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

36.3 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 as identified on sketch plans marked "A" attached hereto; 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.

36.4 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 individual bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas that are constructed as outdoor dining areas, for use as exclusive use outdoor dining for the benefit of the Lots to which the areas are respectively allocated;
 - (iii) areas that are constructed as retail area, for use as exclusive use retail for the benefit of the Lots to which the areas are respectively allocated;
 - (iv) areas on the rooftop of the Scheme for use to place solar panels for the benefit of the Lots to which the areas are respectively allocated;
 - (v) 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,

Quay Waterfront Newstead community titles scheme

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
 - (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 By-law 36.4 may also be done by the agent of the Original Owner.

36.5 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* for areas allocated under By-law 36.4(a)(v)).
- (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.

37. Local Government Mandated Conditions

The development approval for the Scheme requires either that this Community Management Statement contain By-Laws as set out in this Part or that the Original Owner make disclosure to the Owners and Occupiers of certain matters as set out below.

Quay Waterfront Newstead community titles scheme

| CONDITION | |
|------------------|---|
| 15 | <p>Public Access - 24 Hours Through Site</p> <p>Provide and maintain unimpeded and safe 24-hour public access through the subject site, including all Ground Level pedestrian areas external to the building as well as the privately owned publicly accessible open space, and ensure that access ways are designed to cater for people with disabilities in accordance with Australian Standard - AS1428.1 Design for Access and Mobility - Part 1: General requirements for access - New building work.</p> |
| 19 | <p>Hours of Operation of the Development</p> <p>Limit the hours of operation of the approved development to be in accordance with the following:</p> <ul style="list-style-type: none"> • Commercial Centre Uses (ie Shop and Food & Drink Outlet) - Including Deliveries: 6:00 am to 10:00 pm. • External Communal Open Space and Rooftop: 6:00 am to 10:00 pm. |
| 20 | <p>Alcohol Consumption</p> <p>In the event that an appropriate liquor licence is obtained from the relevant authority, this development approval for Food and drink outlet does not permit the service of alcohol to patrons who are not consuming food.</p> <p>Note: Liquor licenses are issued by the Queensland Government and require a separate approval.</p> |
| 26 | <p>Balconies/Verandahs/Terraces</p> <p>No balconies/verandahs/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS.</p> <p>Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.</p> |
| 32 | <p>Park</p> <p>Public Accessibility to Park</p> <p>Ensure that the use of the Park is accessible to the public at all times free of charge in accordance with the use definition of Park.</p> <p>Note: The part of the site to be used for a Park is subject to the requirements of clauses 7.2(c) and 11.1 of the Newstead Riverpark Umbrella Agreement.</p> <p>Timing: To be maintained.</p> <p>Approval for operational work for Park</p> <p>Submit and obtain approval from Development Services for a Development permit for Operational work for the work for the use of the Park, before carrying out any works on the site.</p> <p>Timing: Prior to carrying out any works on the site.</p> <p>Operational work for the use of the Park</p> <p>Carry out the operational work for the work for the use of the Park, in accordance with the Development permit for Operational work for the work for the use of the Park, prior to the commencement of any use of the site.</p> <p>Timing: Prior to the commencement of any use on the site.</p> |

Quay Waterfront Newstead community titles scheme

| CONDITION | |
|-----------|--|
| | <p>Maintain the work for the use of the Park</p> <p>Maintain the work for the use of the Park in accordance with the Development permit for Operational work for the work for the use of the Park.</p> <p>Timing: To be maintained.</p> <p>Carry out use for Park</p> <p>Carry out the use for Park in accordance with the Current Masterplan approved by the Preliminary approval under section 3.1.5 of the Integrated Planning Act 1997 (IPA) (ref: A002066322).</p> <p>Timing: To be maintained.</p> |
| 42 | <p>Commercial Vehicle Loading and Unloading</p> <p>Commercial vehicle loading and unloading activities are limited to between 6:00 am and 10:00 pm Monday to Saturday.</p> |
| 43 | <p>Amplified Sound and Music</p> <p>Amplified sound and/or music is not permitted in external areas (ie communal recreation areas, rooftop, outdoor dining, privately owned publicly accessible space).</p> |
| 66 | <p>Refuse Collection - On Site</p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p>66(a) Arrange Refuse Collection</p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p> <p>66(b) Notify Future Owner</p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of a change of ownership.</p> <p>66(c) Indemnify Council</p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p> |

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SCHEDULE D ANY OTHER DETAILS

Statutory Easements

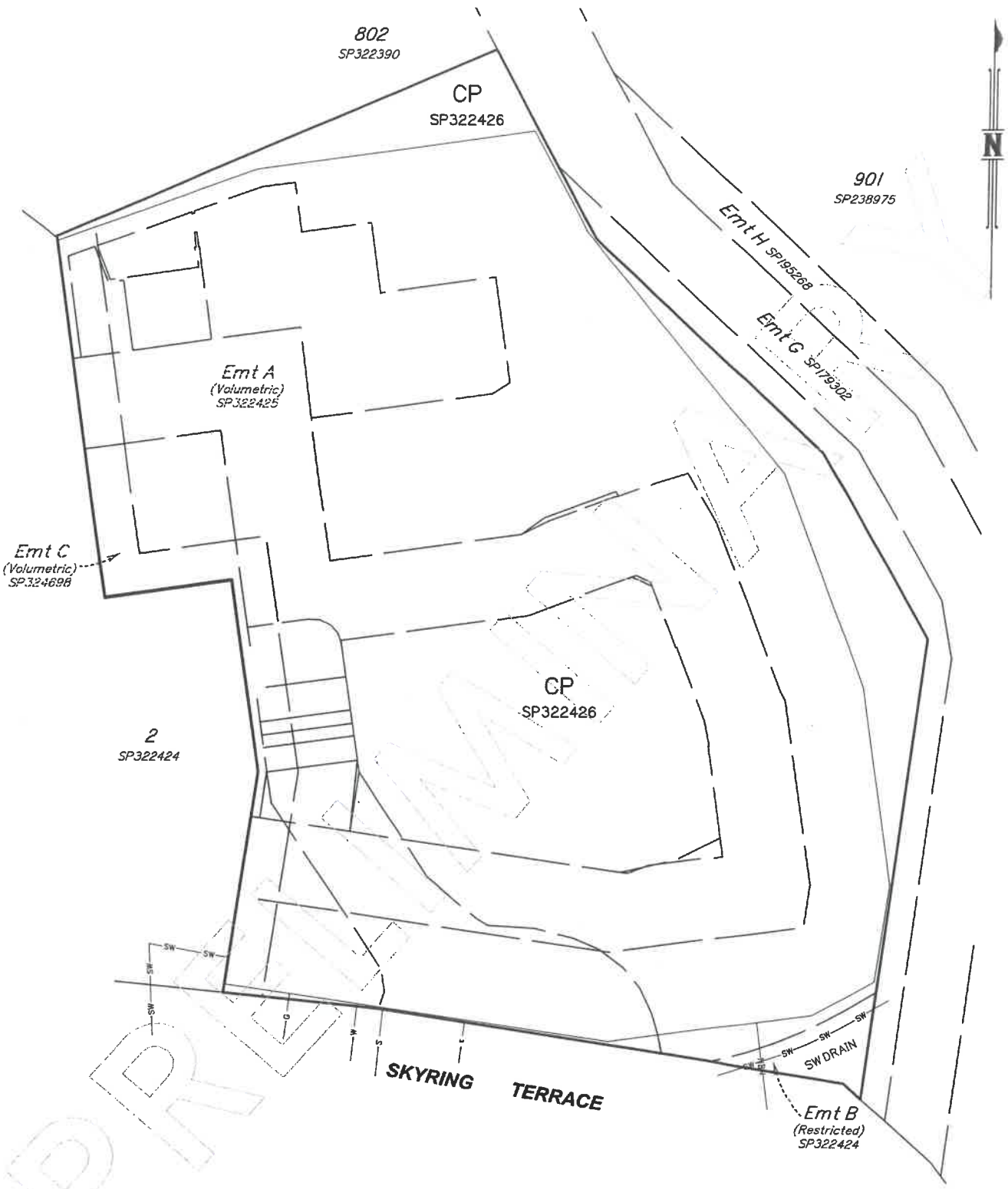
Lots affected by statutory easements are as follows:

| Lots on Plan or Common Property | Statutory Easement |
|--|---|
| Lots 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 on SP 322426 and Common Property | Support |
| Lots 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 on SP 322426 and Common Property | Utility Services and Utility Infrastructure |
| Lots 1011, 1012, 1021-1025, 1027, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1103, 1105-1107, 1111, 1112, 1114-1117, 1121-1123, 1125-1127, 1131-1137, 1141-1143, 1145-1147, 1151-1157, 1161, 1163-1167, 1171-1173, 1175-1177, 1181-1183, 1185-1187, 1191-1197, 1201-1203, 1211-1213, 1221-1223, 1231-1233, 1241-1243, 1251, 1252 on SP 322426 and Common Property | Shelter |
| | Projections |
| | 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 | Stormwater, sewerage, water, telephone, gas, electricity and NBN | "X" |



NOTE: The scale bar above determines the size of the original plan. (A3)

Notes: Services on this plan have been shown in accordance with Section 70 of the BCCM Act from information supplied by the relevant service provider.

SERVICE LOCATION DIAGRAM
in Common Property of

CTS
SP322426



LANDPARTNERS
built environment consultants



Level 1
18 Little Cribb St, Milton
Queensland 4054
p: (07) 3842 1000
f: (07) 3842 1001
e: info@landpartners.com.au
w: www.landpartners.com.au

SERVICES LEGEND

| | |
|-------|-------------|
| —SV— | STORMWATER |
| —S—S— | SEWERAGE |
| —V—W— | WATER |
| —T—T— | TELEPHONE |
| —G—G— | GAS |
| —E—E— | ELECTRICITY |
| —NBN— | NBN |

| | |
|-------------|---------------------------|
| Client: | MIRVAC QUEENSLAND PTY LTD |
| Locality: | NEWSTEAD |
| Local Auth: | BRISBANE C.C. |
| UDN: | BRMM2372-CUN-94-1 |

| | |
|----------|----------------|
| Drawn: | TEL 11/03/2021 |
| Checked: | LFB 11/03/2021 |
| Scale: | SEE BAR SCALE |

SD303

Meridian: SP322426

Title: *

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SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

| Lot on Plan | By-law 30 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A" | By-law 31 <u>Storage</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|---|
| Lot 1011 on SP 322426 | | |
| Lot 1012 on SP 322426 | C43 | M2 |
| Lot 1021 on SP 322426 | | |
| Lot 1022 on SP 322426 | C59 and C44 | |
| Lot 1023 on SP 322426 | C192 | |
| Lot 1024 on SP 322426 | C99 | |
| Lot 1025 on SP 322426 | C147 and C132 | |
| Lot 1027 on SP 322426 | SC188 | |
| Lot 1031 on SP 322426 | | |
| Lot 1032 on SP 322426 | C58 and C45 | |
| Lot 1033 on SP 322426 | C187 and C148 | |
| Lot 1034 on SP 322426 | C102 | |
| Lot 1035 on SP 322426 | C146 and C133 | |
| Lot 1036 on SP 322426 | C98 | |
| Lot 1037 on SP 322426 | SC191 | |
| Lot 1041 on SP 322426 | | |
| Lot 1042 on SP 322426 | C130 and C65 | |
| Lot 1043 on SP 322426 | C193 | |
| Lot 1044 on SP 322426 | C103 | |
| Lot 1045 on SP 322426 | C154 and C222 | |
| Lot 1046 on SP 322426 | C97 | |
| Lot 1047 on SP 322426 | SC176 | |
| Lot 1051 on SP 322426 | | |
| Lot 1052 on SP 322426 | C131 and C64 | |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | By-law 30 Car Parking Exclusive Use Area on Plan attached marked "A" | By-law 31 Storage Exclusive Use Area on Plan attached marked "A" |
|-----------------------|--|--|
| Lot 1053 on SP 322426 | C186 | |
| Lot 1054 on SP 322426 | C104 | |
| Lot 1055 on SP 322426 | C153 and C223 | |
| Lot 1056 on SP 322426 | C96 | |
| Lot 1057 on SP 322426 | SC175 | |
| Lot 1061 on SP 322426 | | |
| Lot 1062 on SP 322426 | C129 and C66 | |
| Lot 1063 on SP 322426 | C182 | |
| Lot 1064 on SP 322426 | C105 | |
| Lot 1065 on SP 322426 | C152 and C224 | |
| Lot 1066 on SP 322426 | C95 | |
| Lot 1067 on SP 322426 | SC216 | |
| Lot 1071 on SP 322426 | | |
| Lot 1072 on SP 322426 | C119 and C111 | |
| Lot 1073 on SP 322426 | C120 | |
| Lot 1074 on SP 322426 | C106 | |
| Lot 1075 on SP 322426 | C208 and C204 | |
| Lot 1076 on SP 322426 | C94 | |
| Lot 1077 on SP 322426 | SC217 | |
| Lot 1081 on SP 322426 | | |
| Lot 1082 on SP 322426 | C118 and C112 | |
| Lot 1083 on SP 322426 | C142 and C137 | |
| Lot 1084 on SP 322426 | C194 | |
| Lot 1085 on SP 322426 | C209 and C203 | |
| Lot 1086 on SP 322426 | C2 | |
| Lot 1087 on SP 322426 | SC163 | |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | By-law 30 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A" | By-law 31 <u>Storage</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|---|
| Lot 1091 on SP 322426 | | |
| Lot 1092 on SP 322426 | C117 and C113 | |
| Lot 1093 on SP 322426 | C184 | |
| Lot 1094 on SP 322426 | C198 | |
| Lot 1095 on SP 322426 | C116 and SC114 | |
| Lot 1096 on SP 322426 | C199 | |
| Lot 1097 on SP 322426 | SC101 | |
| Lot 1101 on SP 322426 | | |
| Lot 1102 on SP 322426 | C200 and C201 | |
| Lot 1103 on SP 322426 | C196 and C197 | |
| Lot 1105 on SP 322426 | C210 and C202 | |
| Lot 1106 on SP 322426 | C121 | |
| Lot 1107 on SP 322426 | SC100 | |
| Lot 1111 on SP 322426 | | |
| Lot 1112 on SP 322426 | C155, C156 and C183 | |
| Lot 1114 on SP 322426 | C115 | |
| Lot 1115 on SP 322426 | C53 and C50 | |
| Lot 1116 on SP 322426 | C1 | |
| Lot 1117 on SP 322426 | SC88 | |
| Lot 1121 on SP 322426 | | |
| Lot 1122 on SP 322426 | C169 and C170 | |
| Lot 1123 on SP 322426 | C180 and C181 | |
| Lot 1125 on SP 322426 | C54 and C49 | |
| Lot 1126 on SP 322426 | C41 and C174 | |
| Lot 1127 on SP 322426 | SC87 | |
| Lot 1131 on SP 322426 | | |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | By-law 30 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A" | By-law 31 <u>Storage</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|---|
| Lot 1132 on SP 322426 | C67 and C68 | |
| Lot 1133 on SP 322426 | C29 | |
| Lot 1134 on SP 322426 | C3 | |
| Lot 1135 on SP 322426 | C55, C48 and C60 | |
| Lot 1136 on SP 322426 | C40 and C4 | |
| Lot 1137 on SP 322426 | SC75 | |
| Lot 1141 on SP 322426 | SC122 | |
| Lot 1142 on SP 322426 | C109 and C110 | |
| Lot 1143 on SP 322426 | SC205, C206, C207 and C37 | |
| Lot 1145 on SP 322426 | C56 and C47 | |
| Lot 1146 on SP 322426 | C39 | |
| Lot 1147 on SP 322426 | C7 | |
| Lot 1151 on SP 322426 | SC213 | |
| Lot 1152 on SP 322426 | C81 and C82 | |
| Lot 1153 on SP 322426 | C31 | |
| Lot 1154 on SP 322426 | C211 | |
| Lot 1155 on SP 322426 | C57 and C46 | |
| Lot 1156 on SP 322426 | C212 | |
| Lot 1157 on SP 322426 | C8 | |
| Lot 1161 on SP 322426 | C32, C33 and C30 | |
| Lot 1163 on SP 322426 | C185 | |
| Lot 1164 on SP 322426 | C5 | |
| Lot 1165 on SP 322426 | C92 and C93 | |
| Lot 1166 on SP 322426 | C6 and C28 | |
| Lot 1167 on SP 322426 | C139 | |
| Lot 1171 on SP 322426 | SC36 | |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | By-law 30 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A" | By-law 31 <u>Storage</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|---|
| Lot 1172 on SP 322426 | C34 and C35 | |
| Lot 1173 on SP 322426 | C164 and C165 | |
| Lot 1175 on SP 322426 | C107 and C108 | |
| Lot 1176 on SP 322426 | C141 and C138 | |
| Lot 1177 on SP 322426 | C140 | |
| Lot 1181 on SP 322426 | SC189 | |
| Lot 1182 on SP 322426 | C23 and C24 | |
| Lot 1183 on SP 322426 | C38, C221 and C195 | |
| Lot 1185 on SP 322426 | C214 and C215 | |
| Lot 1186 on SP 322426 | C143 and C136 | |
| Lot 1187 on SP 322426 | C51 | |
| Lot 1191 on SP 322426 | SC190 | |
| Lot 1192 on SP 322426 | C12 and C13 | |
| Lot 1193 on SP 322426 | C9 and C10 | |
| Lot 1194 on SP 322426 | C144 and C135 | |
| Lot 1195 on SP 322426 | C124 and C123 | |
| Lot 1196 on SP 322426 | C145 and C134 | |
| Lot 1197 on SP 322426 | C52 | |
| Lot 1201 on SP 322426 | C61, C62 and C63 | |
| Lot 1202 on SP 322426 | C149, C150 and C151 | |
| Lot 1203 on SP 322426 | C25, C26 and C27 | |
| Lot 1211 on SP 322426 | C218, C219 and C220 | |
| Lot 1212 on SP 322426 | C157, C158 and C159 | |
| Lot 1213 on SP 322426 | C160, C161 and C162 | |
| Lot 1221 on SP 322426 | C166, C167 and C168 | |
| Lot 1222 on SP 322426 | C171, C172 and C173 | |

Quay Waterfront Newstead community titles scheme

| Lot on Plan | By-law 30 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A" | By-law 31 <u>Storage</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|---|
| Lot 1223 on SP 322426 | C177, C178 and C179 | |
| Lot 1231 on SP 322426 | C125, C126 and C127 | |
| Lot 1232 on SP 322426 | C69, C70 and C71 | |
| Lot 1233 on SP 322426 | C72, C73 and C74 | |
| Lot 1241 on SP 322426 | C78, C79 and C80 | |
| Lot 1242 on SP 322426 | C83, C84 and C85 | |
| Lot 1243 on SP 322426 | C89, C90 and C91 | |
| Lot 1251 on SP 322426 | C14, C15, C16, C17 and C76 | |
| Lot 1252 on SP 322426 | C20, C21, C22, SC18 and SC19 | |

| Lot on Plan | By-law 32 <u>Signage</u> Exclusive Use Area on Plan attached marked "A" | By-law 33 <u>Outdoor Dining</u> Exclusive Use Area on Plan attached marked "A" | By-law 34 <u>Waste</u> Exclusive Use Area on Plan attached marked "A" | By-law 35 <u>Grease Arrestor</u> Exclusive Use Area on Plan attached marked "A" |
|-----------------------|---|--|---|---|
| Lot 1011 on SP 322426 | S1, S2 and S3 | R1 | R2 | R3 |

SKETCH PLAN

LEVEL A
(BASEMENT 3)

802
SP322390

901
SP238975



2
SP322424



NOTE: The scale bar above determines the size of the original plan. (A3)

*Plan of Exclusive Use Areas in
Common Property on
Basement 1, 2 & 3 of*

CTS
SP322426



LANDPARTNERS
built environment consultants



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Queensland 4064
p: (07) 3842 1000
f: (07) 3842 1001
e: info@landpartners.com.au
w: www.landpartners.com.au

| | |
|-----------------------------------|--------------------------------|
| CLIENT: MIRVAC QUEENSLAND PTY LTD | |
| LOCALITY: NEWSTEAD | UDN: BRMM2372-CUN-72-3 EU917 |
| LOCAL AUTH: BRISBANE C.C. | EU917 (SHEET 1 OF 8 SHEETS) |
| DRAWN: TEL 5/03/2021 | |
| CHECKED: MP5H 5/03/2021 | |
| SCALE: SEE BAR SCALE | |

"The exclusive use areas shown on this plan have been derived from preliminary design dimensions supplied by the architect and are approximate only.

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MERIDIAN:

TITLE:

ADDITIONAL SHEET

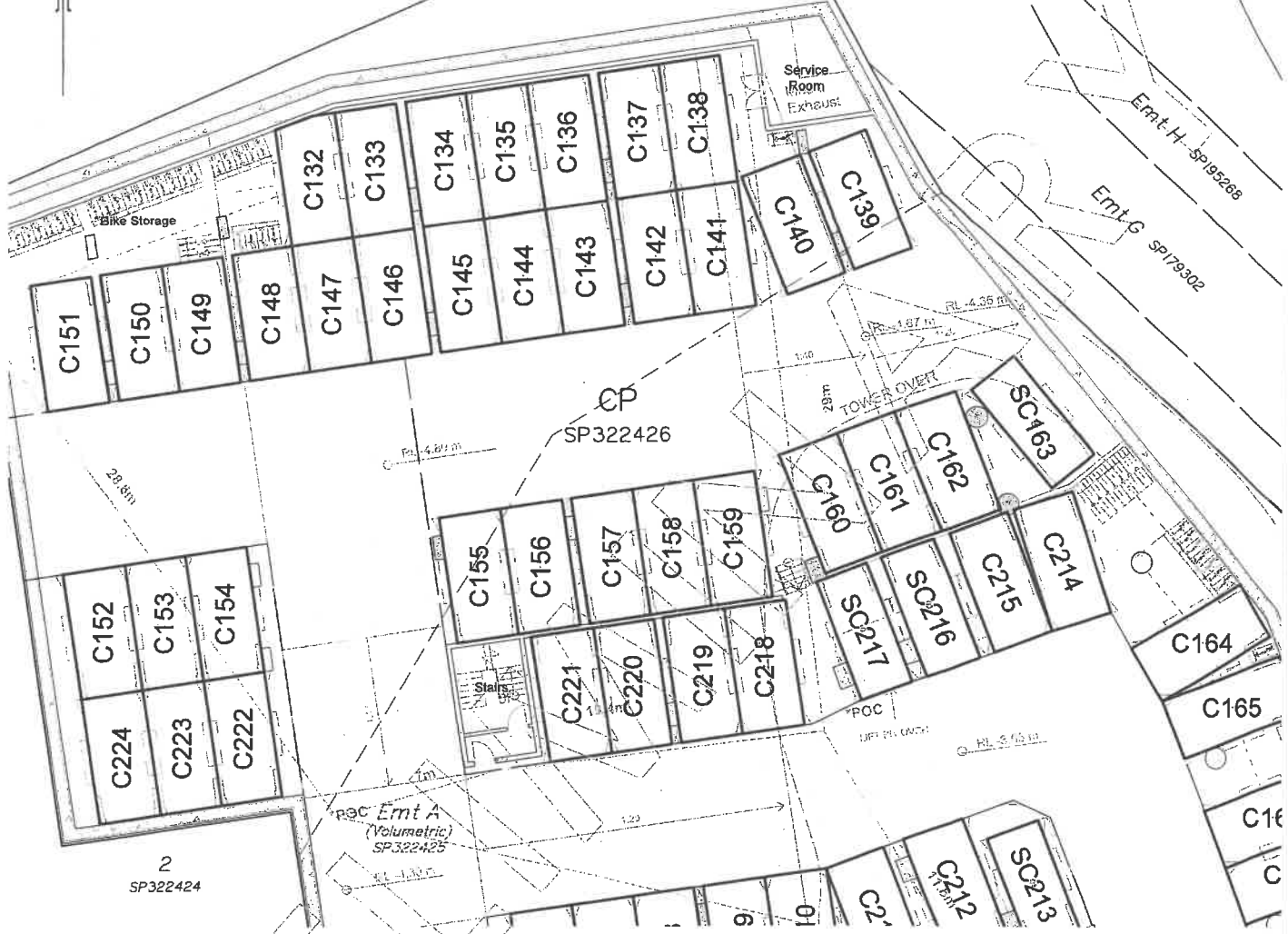
LEVEL A

(BASEMENT 3)

901
SP238975

802
SP322390

POS BOUNDARY



| AREA TABLE | |
|------------|-------------------|
| Carpark | Area |
| C132 | 14 m ² |
| C133 | 14 m ² |
| C134 | 14 m ² |
| C135 | 14 m ² |
| C136 | 14 m ² |
| C137 | 14 m ² |
| C138 | 14 m ² |
| C139 | 14 m ² |
| C140 | 14 m ² |
| C141 | 14 m ² |
| C142 | 14 m ² |
| C143 | 14 m ² |

| AREA TABLE | |
|------------|-------------------|
| Carpark | Area |
| C144 | 14 m ² |
| C145 | 14 m ² |
| C146 | 14 m ² |
| C147 | 14 m ² |
| C148 | 14 m ² |
| C149 | 14 m ² |
| C150 | 14 m ² |
| C151 | 14 m ² |
| C152 | 14 m ² |
| C153 | 14 m ² |
| C154 | 14 m ² |
| C155 | 14 m ² |

| AREA TABLE | |
|------------|-------------------|
| Carpark | Area |
| C156 | 14 m ² |
| C157 | 14 m ² |
| C158 | 14 m ² |
| C159 | 14 m ² |
| C160 | 14 m ² |
| C161 | 14 m ² |
| C162 | 14 m ² |
| C164 | 14 m ² |
| C214 | 14 m ² |
| C215 | 14 m ² |
| C218 | 14 m ² |
| C219 | 14 m ² |

| AREA TABLE | |
|------------|-------------------|
| Carpark | Area |
| C220 | 14 m ² |
| C221 | 14 m ² |
| C222 | 14 m ² |
| C223 | 14 m ² |
| C224 | 14 m ² |
| SC163 | 12 m ² |
| SC216 | 12 m ² |
| SC217 | 12 m ² |

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UDN: BRMM2372-CUN-72-3 EU917

EU917

(SHEET 2 OF 8 SHEETS)

ADDITIONAL SHEET
LEVEL A
 (BASEMENT 3)

802
 SP322390



SITE BOUNDARY
SKYRING

TERRACE

| AREA TABLE | | AREA TABLE | | AREA TABLE | | AREA TABLE | | AREA TABLE | |
|------------|-------------------|------------|-------------------|------------|-------------------|------------|-------------------|------------|-------------------|
| Carpark | Area | Carpark | Area | Carpark | Area | Carpark | Area | Carpark | Area |
| C165 | 14 m ² | C179 | 14 m ² | C195 | 14 m ² | C208 | 14 m ² | SC213 | 12 m ² |
| C166 | 14 m ² | C180 | 14 m ² | C196 | 14 m ² | C209 | 14 m ² | | |
| C167 | 14 m ² | C181 | 14 m ² | C197 | 14 m ² | C210 | 14 m ² | | |
| C168 | 14 m ² | C182 | 14 m ² | C198 | 14 m ² | C211 | 14 m ² | | |
| C169 | 14 m ² | C183 | 14 m ² | C199 | 14 m ² | C212 | 14 m ² | | |
| C170 | 14 m ² | C184 | 14 m ² | C200 | 14 m ² | SC175 | 12 m ² | | |
| C171 | 14 m ² | C185 | 14 m ² | C201 | 14 m ² | SC176 | 12 m ² | | |
| C172 | 14 m ² | C186 | 14 m ² | C202 | 14 m ² | SC188 | 12 m ² | | |
| C173 | 14 m ² | C187 | 14 m ² | C203 | 14 m ² | SC189 | 12 m ² | | |
| C174 | 14 m ² | C188 | 14 m ² | C204 | 14 m ² | SC190 | 12 m ² | | |
| C177 | 14 m ² | C189 | 14 m ² | C206 | 14 m ² | SC191 | 12 m ² | | |
| C178 | 14 m ² | C190 | 14 m ² | C207 | 14 m ² | SC205 | 12 m ² | | |



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UDN: BRMM2372-CUN-72-3 EU917
EU917
 (SHEET 3 OF 8 SHEETS)

802
SP322390

901
SP238975



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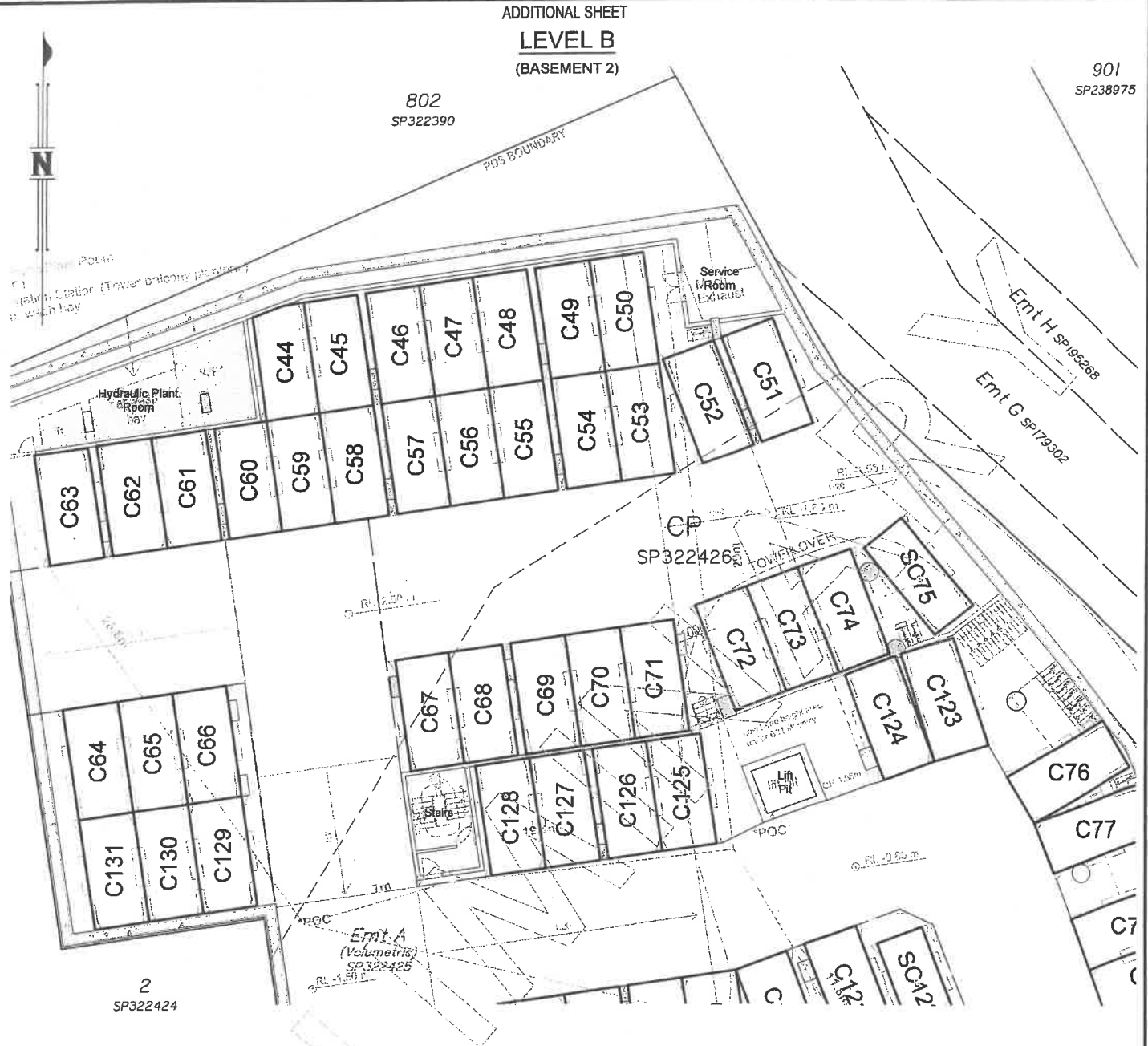


UDN: BRMM2372-CUN-72-3 EU917

EU917

(SHEET 4 OF 8 SHEETS)

802
SP322390



2
SP322424

| AREA TABLE | | AREA TABLE | | AREA TABLE | | AREA TABLE | |
|------------|-------------------|------------|-------------------|------------|-------------------|------------|-------------------|
| Carpark | Area | Carpark | Area | Carpark | Area | Carpark | Area |
| C44 | 14 m ² | C56 | 14 m ² | C68 | 14 m ² | C127 | 14 m ² |
| C45 | 14 m ² | C57 | 14 m ² | C69 | 14 m ² | C128 | 14 m ² |
| C46 | 14 m ² | C58 | 14 m ² | C70 | 14 m ² | C129 | 14 m ² |
| C47 | 14 m ² | C59 | 14 m ² | C71 | 14 m ² | C130 | 14 m ² |
| C48 | 14 m ² | C60 | 14 m ² | C72 | 14 m ² | C131 | 14 m ² |
| C49 | 14 m ² | C61 | 14 m ² | C73 | 14 m ² | SC75 | 12 m ² |
| C50 | 14 m ² | C62 | 14 m ² | C74 | 14 m ² | | |
| C51 | 14 m ² | C63 | 14 m ² | C76 | 14 m ² | | |
| C52 | 14 m ² | C64 | 14 m ² | C123 | 14 m ² | | |
| C53 | 14 m ² | C65 | 14 m ² | C124 | 14 m ² | | |
| C54 | 14 m ² | C66 | 14 m ² | C125 | 14 m ² | | |
| C55 | 14 m ² | C67 | 14 m ² | C126 | 14 m ² | | |

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UDN: BRMM2372-CUN-72-3 EU917

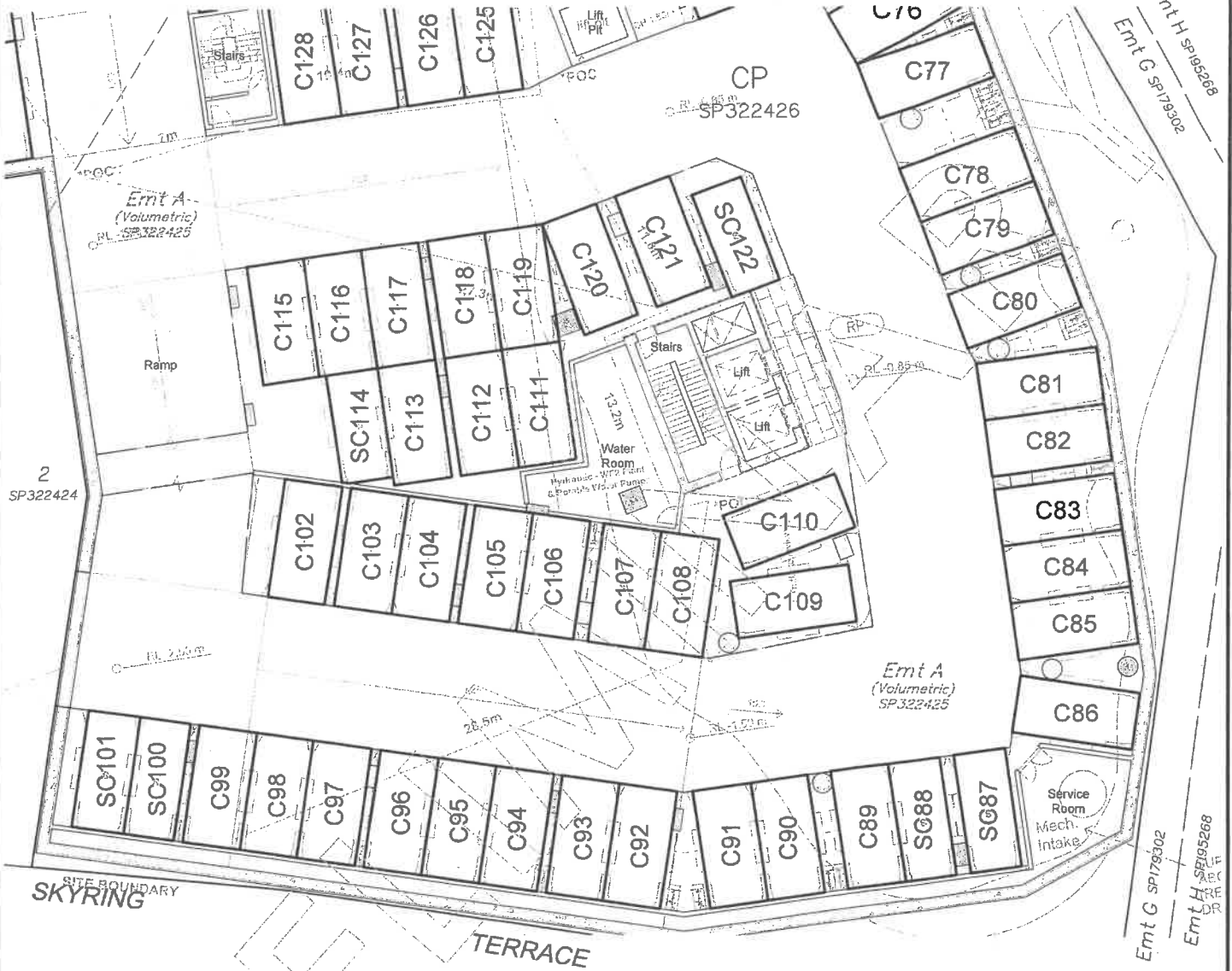
EU917

(SHEET 5 OF 8 SHEETS)

ADDITIONAL SHEET
LEVEL B
 (BASEMENT 2)

802
 SP322390

Emt H SP195268
 Emt G SP179302



| AREA TABLE | | AREA TABLE | | AREA TABLE | | AREA TABLE | |
|------------|-------------------|------------|-------------------|------------|-------------------|------------|-------------------|
| Carpark | Area | Carpark | Area | Carpark | Area | Carpark | Area |
| C77 | 14 m ² | C91 | 14 m ² | C105 | 14 m ² | C118 | 14 m ² |
| C78 | 14 m ² | C92 | 14 m ² | C106 | 14 m ² | C119 | 14 m ² |
| C79 | 14 m ² | C93 | 14 m ² | C107 | 14 m ² | C120 | 14 m ² |
| C80 | 14 m ² | C94 | 14 m ² | C108 | 14 m ² | C121 | 14 m ² |
| C81 | 14 m ² | C95 | 14 m ² | C109 | 14 m ² | SC87 | 12 m ² |
| C82 | 14 m ² | C96 | 14 m ² | C110 | 14 m ² | SC88 | 12 m ² |
| C83 | 14 m ² | C97 | 14 m ² | C111 | 14 m ² | SC100 | 12 m ² |
| C84 | 14 m ² | C98 | 14 m ² | C112 | 14 m ² | SC101 | 12 m ² |
| C85 | 14 m ² | C99 | 14 m ² | C113 | 14 m ² | SC114 | 12 m ² |
| C86 | 14 m ² | C102 | 14 m ² | C115 | 14 m ² | SC122 | 12 m ² |
| C89 | 14 m ² | C103 | 14 m ² | C116 | 14 m ² | | |
| C90 | 14 m ² | C104 | 14 m ² | C117 | 14 m ² | | |

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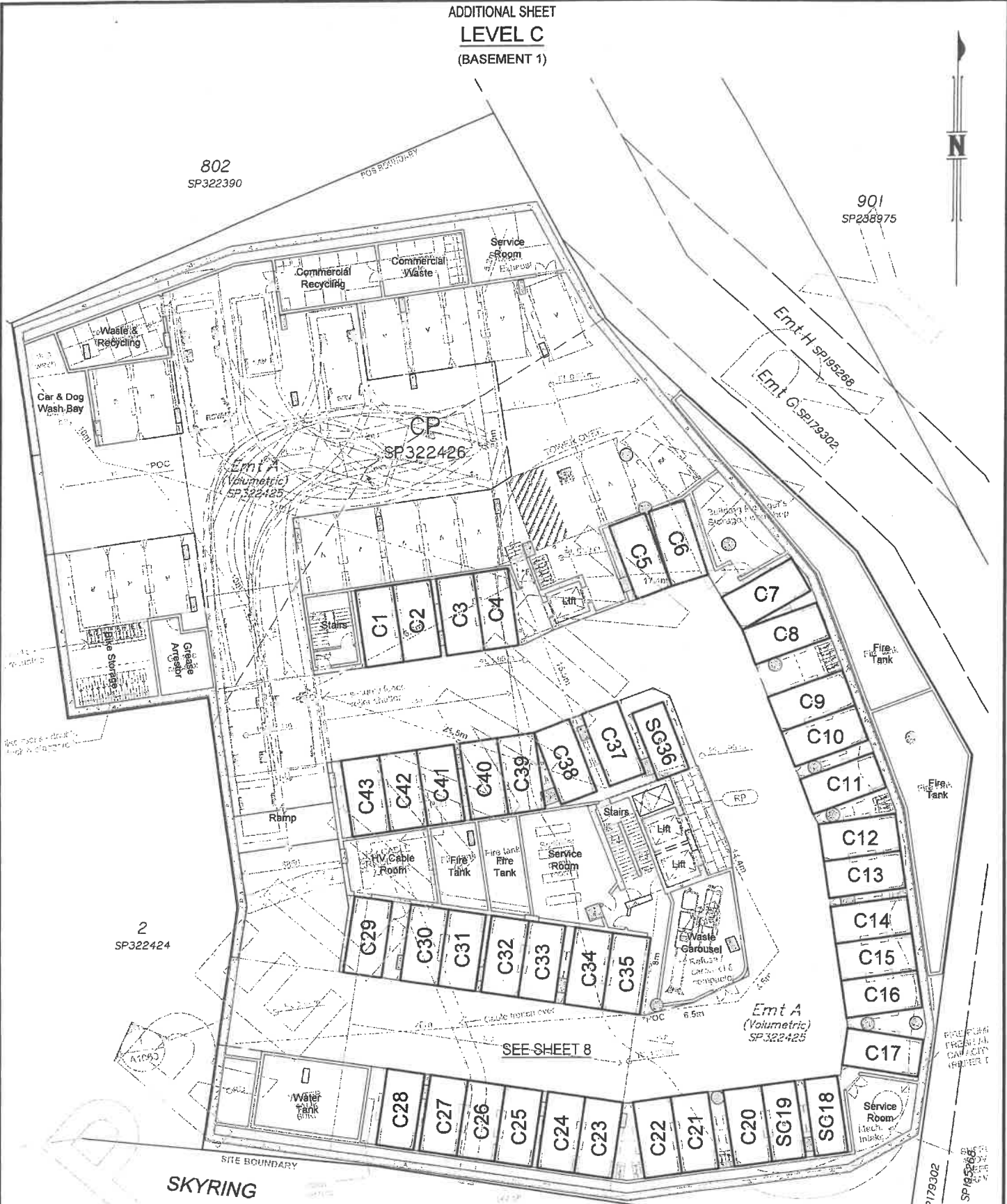
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UDN: BRMM2372-CUN-72-3 EU917
EU917
 (SHEET 6 OF 8 SHEETS)

ADDITIONAL SHEET
LEVEL C
 (BASEMENT 1)



802
 SP322390

901
 SP288975

2
 SP322424

Emit A
 (Volumetric)
 SP322425

SEE SHEET 8

Emit G SP179302

Emit H SP195268

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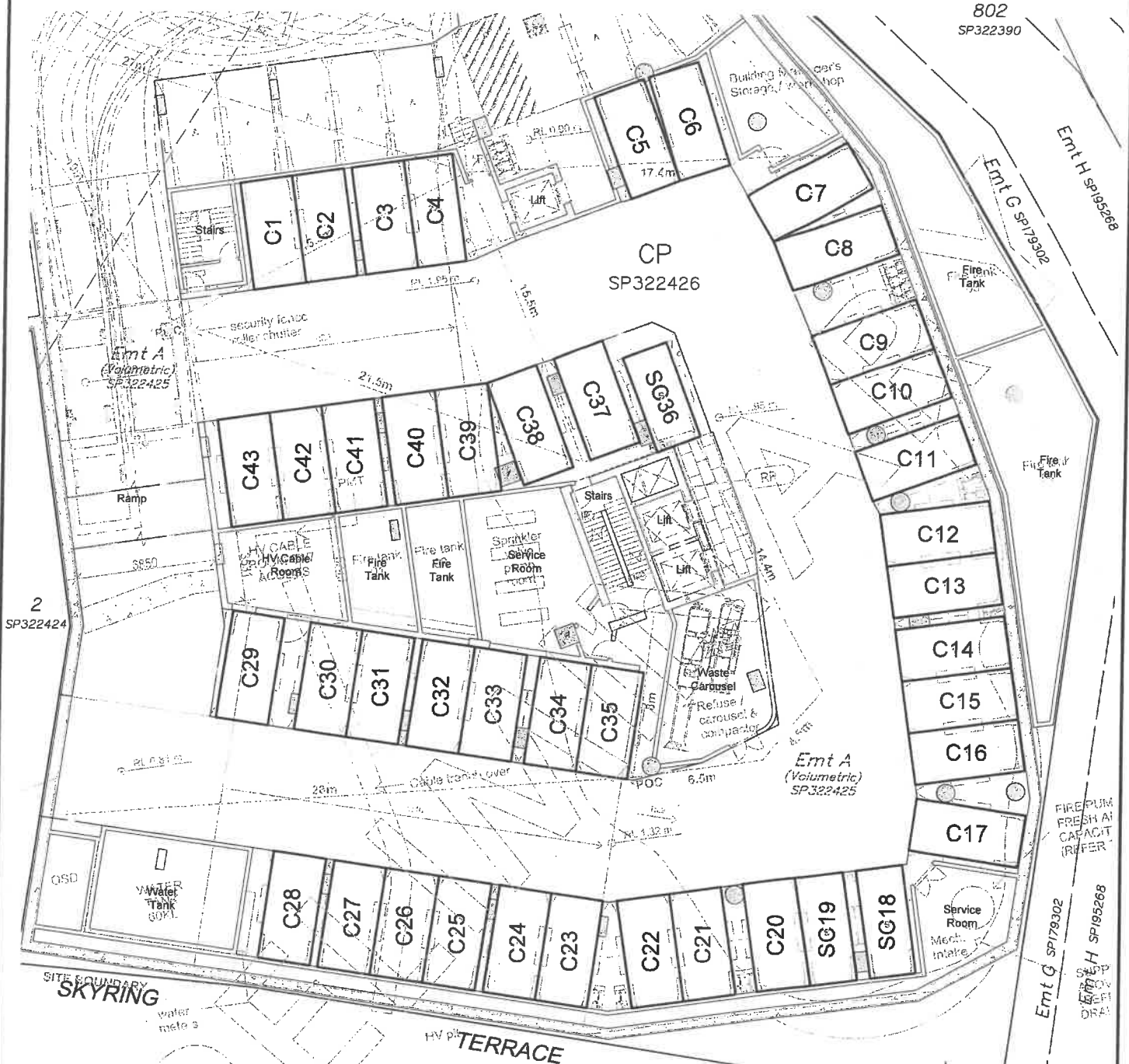


UDN: BRMM2372-CUN-72-3 EU917

EU917
 (SHEET 7 OF 8 SHEETS)

ADDITIONAL SHEET
LEVEL C
 (BASEMENT 1)

802
 SP322390



2
 SP322424

Emt A
 (Volumetric)
 SP322425

FIRE PUM
 FRESH AIR
 CAPACITY
 REFER

Emt G SP179302
 Emt H SP195268

SITE BOUNDARY
SKYRING

water meter
TERRACE

PRELIMINARY

| AREA TABLE | | AREA TABLE | | AREA TABLE | | AREA TABLE | |
|------------|-------------------|------------|-------------------|------------|-------------------|------------|-------------------|
| Carpark | Area | Carpark | Area | Carpark | Area | Carpark | Area |
| C1 | 14 m ² | C13 | 14 m ² | C27 | 14 m ² | C40 | 14 m ² |
| C2 | 14 m ² | C14 | 14 m ² | C28 | 14 m ² | C41 | 14 m ² |
| C3 | 14 m ² | C15 | 14 m ² | C29 | 14 m ² | C42 | 14 m ² |
| C4 | 13 m ² | C16 | 14 m ² | C30 | 14 m ² | C43 | 14 m ² |
| C5 | 14 m ² | C17 | 14 m ² | C31 | 14 m ² | SC18 | 12 m ² |
| C6 | 14 m ² | C20 | 14 m ² | C32 | 14 m ² | SC19 | 12 m ² |
| C7 | 14 m ² | C21 | 14 m ² | C33 | 14 m ² | SC36 | 12 m ² |
| C8 | 14 m ² | C22 | 14 m ² | C34 | 14 m ² | | |
| C9 | 14 m ² | C23 | 14 m ² | C35 | 14 m ² | | |
| C10 | 14 m ² | C24 | 14 m ² | C37 | 14 m ² | | |
| C11 | 14 m ² | C25 | 14 m ² | C38 | 14 m ² | | |
| C12 | 14 m ² | C26 | 14 m ² | C39 | 14 m ² | | |

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UDN: BRMM2372-CUN-72-3 EU917

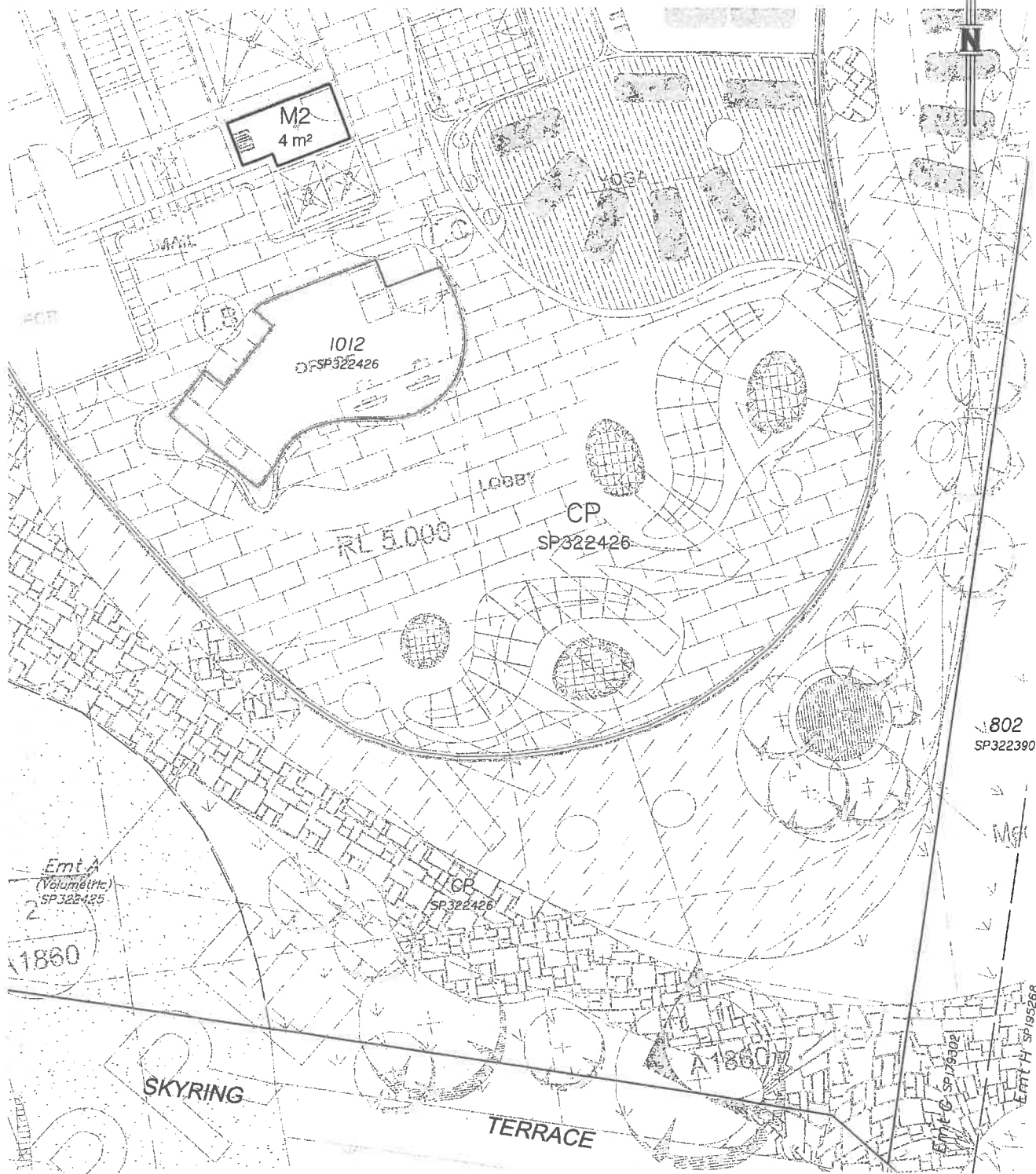
EU917
 (SHEET 8 OF 8 SHEETS)



SKETCH PLAN

LEVEL D

(LEVEL 1)



Emt A
(Volumetric)
SP 322425

1860

LOBBY
SP 322426

802
SP 322390

Emt C
SP 322426

Emt H
SP 195268

SKYRING

TERRACE



NOTE: The scale bar above determines the size of the original plan. (A3)

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*Plan of Exclusive Use Area in
Common Property on
Level 1 of*

CTS
SP322426



LANDPARTNERS
built environment consultants



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16 Little Crabs St, Milton
Queensland 4064
p: (07) 3842 1000
f: (07) 3842 1001
info@landpartners.com.au
www.landpartners.com.au

| | |
|--------------|---------------------------|
| CLIENT: | MIRVAC QUEENSLAND PTY LTD |
| LOCALITY: | NEWSTEAD |
| LOCAL AUTH: | BRISBANE C.C. |
| DRAWN: | TEL 5/03/2021 |
| CHECKED: | LFB 5/03/2021 |
| SCALE: | SEE BAR SCALE |
| UDN: | BRMM2372-CUN-89-1 EU921 |
| EU921 | |

MERIDIAN: TITLE:

SKETCH PLAN

LEVEL D
(LEVEL 1)



NOTE: The scale bar above determines the size of the original plan. (A3)

*Plan of Exclusive Use Areas in
Common Property on
Level 1 of*

CTS
SP322426



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| | |
|-------------|---------------------------|
| CLIENT: | MIRVAC QUEENSLAND PTY LTD |
| LOCALITY: | NEWSTEAD |
| UDN: | BRMM2372-CUN-96-3 EU924 |
| LOCAL AUTH: | BRISBANE C.C. |
| DRAWN: | SAR 03/11/2023 |
| CHECKED: | MLM 03/11/2023 |
| SCALE: | SEE BAR SCALE |

EU924

MERIDIAN:

TITLE:

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SKETCH PLAN

LEVEL C
(BASEMENT 1)



NOTE: The scale bar above determines the size of the original plan. (A3)

*Plan of Exclusive Use Areas in
Common Property on
Basement 1 of*

CTS
SP322426



LANDPARTNERS
surveyors and planners



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Millton Qld 4064
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e: info@landpartners.com.au
w: www.landpartners.com.au

| | |
|-----------------------------------|------------------------------|
| CLIENT: MIRVAC QUEENSLAND PTY LTD | |
| LOCALITY: NEWSTEAD | UDN: BRMM2372-CUN-78-3 EU919 |
| LOCAL AUTH: BRISBANE C.C. | EU919 |
| DRAWN: SAR 03/11/2023 | |
| CHECKED: MLM 03/11/2023 | |
| MERIDIAN: | TITLE: SCALE: SEE BAR SCALE |

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SKETCH PLAN

LEVEL D

(LEVEL 1)



NOTE: The scale bar above determines the size of the original plan. (A3)

*Plan of Exclusive Use Areas in
Common Property on
Level 1 of*

CTS
SP322426



Brisbane Office
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Milton Qld 4054
p: (07) 3942 1000
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w: www.landpartners.com.au



| | |
|-----------------------------------|------------------------------|
| CLIENT: MIRVAC QUEENSLAND PTY LTD | |
| LOCALITY: NEWSTEAD | UDN: BRMM2372-CUN-76-4 EU918 |
| LOCAL AUTH: BRISBANE C.C. | EU918 |
| DRAWN: SAR 03/11/2023 | |
| CHECKED: MLM 03/11/2023 | |
| MERIDIAN: | TITLE: |
| SCALE: SEE BAR SCALE | |

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PART A - STATUTORY DISCLOSURE

PROPOSED BODY CORPORATE AGREEMENTS

It is proposed that the Body Corporate will enter into:

1. Administration Agreement Engagement of a Body Corporate Manager;
2. Management Engagement & Letting Authorisation Agreement;
3. Concierge Agreement;
4. Utility Billing Agreement;
5. Stormwater Agreement;
6. Hertz Agreement;
7. Electric Vehicle Charging Agreement; and
8. Alarm Agreement.

Copies of the draft agreements follow this page.

PART A - STATUTORY DISCLOSURE

PROPOSED ADMINISTRATION AGREEMENT ENGAGEMENT OF A BODY CORPORATE MANAGER

(follows this page)

SSKB Administration Agreement

BETWEEN

Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329 (SSKB) of Level 6 Icon Place, 270 Adelaide Street, Brisbane QLD 4000.

AND

The Body Corporate for **Quay Waterfront Newstead CTS TBA** (Body Corporate) of **57 Skyring Terrace, Newstead QLD 4006**.

1 Term

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

2 Fees and Service

- 2.1 For \$125.00 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 the Agreement the service fees will increase by 5% or CPI (all groups Brisbane), whichever is the greatest. If CPI is negative, fees will remain the same as the prior year. The formula for applying the increase is set out in the notes to this Agreement available on the sskb.com.au website.

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 Quay Waterfront Newstead 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 (Brisbane) Pty Ltd ABN 49 078 545 329

(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

- 2.5 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 up to 3 committee meetings per year for the duration of this agreement.
- 3.10 Attend up to 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 up to 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. If 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.

Additionally, SSKB may elect to end this agreement by providing the Body Corporate 30 days notice of its intention to terminate.

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.

| Associated Insurance Brokers |
|--|
| 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 |
| Honan Insurance Group ACN 005 372 396 AFSL 246 749 Provider of insurance services Queensland |

| Associated Insurance Brokers |
|--|
| Whitbread Insurance Brokers ACN 005 490 228 Provider of insurance services Victoria |
| Collective Insurance Brokers Pty Ltd ACN 625 475 434 Provider of insurance services Queensland |

- 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 ACN 118 610 736 |
| Strata Tax Compliance Pty Ltd ACN 118 610 736 |
| 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 |

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. If CPI is negative, fees will remain the same as the prior year. Fees 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/open 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

NOTE: Meetings via Zoom or Teams are included in the Agreed Services for meetings.

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 Public Officer 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).
- Preparation of cash flow reports.
- Attending to workers compensation returns and register of plant annual returns
- Travel to and from meetings
- 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

| Secretarial and Financial - Fee for Service | Hourly Rate (Excl 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.

V1.20

| Services For Lot Owners On-Charged to the Owner (Excl GST) | |
|--|-------------------------|
| 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 | Setup Fee \$30.00 + SMS Cost + 30% |

| Photocopying : | |
|-------------------------------------|---------------------------------|
| A4 Black and White | 43c per print |
| A3 Black and White | 70c per print |
| A4 In Colour | 75c 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 | \$1.75 ea |
| Returning Officer Envelope | \$1.25 + 30% |

| 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 | \$400 for schemes up to and including 99 lots \$500 for schemes with 100 lots or more |
| Software Licence Fee | As per service provider |
| Electronic Voting - General Meetings | \$50.00 per meeting |

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)

Management Engagement & Letting
Authorisation Agreement

Body Corporate for Quay Waterfront Newstead Community
Titles Scheme no. #[CTS number]#

and

#[Insert]#

Ref MKL:1013656

Doc ID 789478263/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 Quay Waterfront Newstead Community Titles
Scheme no. #[CTS number]#**

of c/-SSKB, Level 6, 270 Adelaide Street, Brisbane QLD 4000

(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 the 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 *A New Tax System (Goods and Services Tax) Act 1999*.

Letting Agent's Business means the business:

- (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 means Mirvac Queensland Pty Limited ABN 24 060 411 207.

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:

- (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.

RG 140 means ASIC Regulatory Guide 140 about Strata Schemes, as amended from time to time and any ASIC Regulatory Guide that replaces or augments it.

Representative means the person appointed by the Body Corporate under the clause titled 'Body Corporate Representative'.

Scheme means Quay Waterfront Newstead 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 a Letting Agent's Business.
- 3.4 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.
- 3.7 The Manager must co-operate with the party that holds a similar engagement from the body corporate for Isle Waterfront Newstead to ensure the uniform appearance and ease of functionality and operation between the adjoining owners.
- 4. No strata scheme for RG 140**
- The Manager must not conduct, carry on or promote an arrangement using the lots included in the Scheme which is a **strata scheme** operation for the purposes of RG 140.
- 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. Defects**
- 7.1 The Manager must, for the first year after the Start Date:
- (a) administer a register of defects in the Common Property in the form required by the Body Corporate, including status of rectification;
- (b) manage access for contractors to the Scheme to rectify any defects; and
- (c) liaise with the Original Owner, the builder of the Scheme and any other third party to manage rectification of any defects.
- 7.2 For the performance by the Manager of the additional duties in clause 7.1, the Body Corporate must pay to the Manager (or a party nominated by the Manager) the

- sum of \$6,000.00 plus GST (**Defect Management Payment**).
- 7.3 The Defect Management Payment is payable in 12 equal monthly instalments, payable on the same day as the Remuneration and commencing on the same day as the first payment of the Remuneration.
- 7.4 The Defect Management Payment is payable in addition to the Remuneration.
- 7.5 If the Body Corporate elects to carry out a further defect assessment by resolution at the second annual general meeting of the Body Corporate, this clause will continue to apply in respect of that defect assessment process and the Body Corporate must pay to the Manager an additional Defect Management Payment.
- 8. Staff & Alternate Manager**
- 8.1 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.
- 8.2 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.
- 8.3 The Manager is responsible for:
- (a) all remuneration payable to any Alternate Manager; and
 - (b) ensuring that the Alternate Manager performs the Duties.
- 8.4 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 of 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.
- 8.5 The Manager must appoint one person on behalf of the Manager to receive instruction from and communicate with the Body Corporate.
- 9. Specialist nature work**
- 9.1 The Manager's performance of the Duties does not extend to work of a skilled or specialist nature.
- 9.2 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.
- 9.3 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.
- 10. Expenses**
- 10.1 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.
- 10.2 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.
- 10.3 For clause 10.2, emergency means anything reasonably likely to:

- (a) cause substantial damage to 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.
- 11. Manager's representations**
- 11.1 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; and
- (ii) the provisions of all requirements of any lawful authority;
- (b) not do anything to affect the premiums 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.
- 12. 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. The policy may be part of a group policy of which the manager is a member.
- 13. Body corporate representative**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 14. 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.
- 15. Equipment & cleaning consumables**
- Manager to provide tools and equipment*
- 15.1 Subject to clause 15.2, 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.
- 15.2 The Body Corporate must provide the pool cleaning equipment, which remains the property of the Body Corporate.
- Body Corporate to provide consumables*
- 15.3 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.
- 16. Transfer**
- 16.1 The Manager may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.
- 16.2 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.

- 16.3 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.
- 16.4 The provisions of clauses 16.1, 16.2 and 16.3 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.
- 16.5 If the Manager transfers its interest in accordance with this Agreement, the Body Corporate must release the transferor Manager and any transferor Manager's guarantors from any breaches of this Agreement which occur after the date of transfer.
- 16.6 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.
- 17. Dispute resolution**
- The dispute resolution provisions of the Act apply to this Agreement.
- 18. Termination**
- 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.
- 19. Notices**
- 19.1 Notices under this Agreement must be in writing and must be signed by or on behalf of a party.
- 19.2 Notices given by a party's solicitor will be treated as given with that party's authority.
- 19.3 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.
- 19.4 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 may be notified and updated by each party to the other from time to time.
- 19.5 Posted notices will be treated as given 3 Business Days after posting.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 20. Severance**
- 20.1 The parties agree that it is not intended to:
- (a) engage the Manager as a body corporate manager;

- (b) engage the Manager other than as a **service contractor** or **letting agent** to perform letting agent business (as those terms are defined in the Act);
- (c) delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
- (d) 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.

20.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision (including any Duty) of this Agreement:

- (a) constitutes an engagement of the Manager as a body corporate manager; or
- (b) does not constitute an engagement of the Manager as a **service contractor** or **letting agent** to perform letting agent business (as those terms are defined in the Act); or
- (c) includes the delegation of any power referred to in clause 20.1; or
- (d) involves the performance of a duty which the Body Corporate has no power to pay the Manager to perform,

then such provision (including any Duty) will 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 will 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.

21. Waiver

21.1 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.

21.2 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

21.3 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.

22. Variation

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

23. Applicable law

Queensland Law applies to this Agreement.

24. 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.

25. Costs

Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Manager.

26. 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.
- 27. 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 141 and 142 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.
- 28. Entire agreement**
- This Agreement contains the entire terms agreed between the parties and supersedes all prior negotiations.
- 29. Exclusivity**
- 29.1 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 to a person other than the Manager for the purpose of any such business.
- 29.2 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.
- 30. Concierge**
- 30.1 The Body Corporate discloses to the Manager that the Body Corporate has engaged a third party to provide concierge services to occupants of the Scheme (**Concierge**).
- 30.2 The Manager acknowledges the engagement in clause 30.1 and agrees to co-operate and work harmoniously with the Concierge for the effective management of the Scheme.
- 31. Occupation Authority - Exclusive**
- 31.1 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the exclusive right to occupy the area described as #[# on the attached sketch plan, and any area allocated by the Original Owner for the exclusive occupation by the Manager in the Scheme, 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.
- 31.2 The Manager acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the area(s) noted in clause 31.2 and the Manager must not object in this regard.
- 32. Occupation Authority - Reception**
- 32.1 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the non-exclusive right to occupy the area described as OA1 on the attached sketch plan, together with the concierge authorised by the Body Corporate to provide concierge services from the Scheme, 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.
- 32.2 The Manager acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the area(s) noted in clause 32.1 and the Manager must not object in this regard.
- 33. Mutual indemnity**
- 33.1 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) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with this Agreement to the extent that the party's actions, inactions, negligence or omissions caused that accident, damage, etc.

34. Gym equipment (if any)

- 34.1 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 \$1,850.00 per lot included in the Scheme (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 greater of the **CPI Increase** and 3%. Accordingly, the Remuneration will never be less for a subsequent year than it was for the previous year.
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 Ltd (or then equivalent) 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. 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;
 5. 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;
 6. arranging for cutting of keys and record, program or re-code swipe cards/fobs for security access system;
 7. report promptly on all things requiring repair (including things notified by owners and occupiers of the Scheme) and on all matters creating a hazard or danger and take remedial action where possible (noting they are not a specialist);
 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. maintain an up to date register of maintenance obligations in respect of Common Property. The register must include obligations:
 - (a) notified by service contractors;
 - (b) noted in any warranty or user manual; and
 - (c) determined by the Manager (taking into account that the Manager is deemed to have facilities management skills appropriate for a building of the density and quality as the Scheme);
 10. notify the Body Corporate of any required upcoming maintenance obligations in respect of Common Property;
 11. arrange maintenance contracts as required by the Body Corporate and supervise the carrying out of those contracts;
 12. arrange service contracts for the maintenance of the landscaping and pool as required by the Body Corporate and supervise the carrying out of those contracts;
 13. 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 any Manager's Unit or office/reception area for the operation of the system;
 14. be aware of the general condition of the Scheme so that the Manager is able to keep the Representative fully informed;

15. 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;
16. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
17. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;
18. 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;
19. carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding policies or procedures to be observed in the conduct of the Scheme;
20. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep firefighting equipment in effective working condition and compliant with relevant standards and laws at the cost of the Body Corporate;
21. 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;
22. 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 (including the double height windows on the ground floor) at the cost of the Body Corporate ;
23. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of that system;
24. 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;
25. maintain any indoor plants within or on the foyer area of the Common Property to a high standard including pruning, fertilising, weeding, mulching, spraying for pests as reasonably required, the cost of such consumables to be payable by the Body Corporate;
26. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman;
27. 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 and to the allotment of car parking spaces;
28. 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;
29. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;

30. supervise the arrangements in relation to occupiers moving in and out of the Scheme;
31. comply with any requirements of any manufacturers warranties and operations in respect of Common Property;
32. maintain a register of all pets within the Scheme; and
33. periodically keep the reception manned during such reasonable hours between 9.00am and 5.00pm Monday to Friday (excluding public holidays) as reasonably necessary to effectively carry out the Duties and 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 (INCLUDING WEEKENDS AND PUBLIC HOLIDAYS) BUT ONLY IF REQUIRED)

| | |
|--|---|
| Common Areas – Foyer Areas and Common Facilities | <ul style="list-style-type: none"> • Entry foyer areas and windows, lifts, common toilets, change rooms and any gymnasium to be vacuumed, mopped and washed • Clean and sanitise toilet and shower facilities (if any). Replenish toilet consumables |
| 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 indoor plants, shrubs and planter boxes • Sweep or blow down pathways and hose clean (if permitted by law) as required |
| Car Parks | <ul style="list-style-type: none"> • inspect basement levels and entry/exit ramp to street level, car wash bay and dog wash area to ensure clean and, if required, clean. |
| Furniture & 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 |
| 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 |
| Pool and Spa | <ul style="list-style-type: none"> • inspect pool to ensure pool cleaned and maintained • clear pool and spa of any leaves and foreign objects • organise and liaise with external pool contractor as required, including for any regulator and emergency matters |

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

| | |
|--|--|
| Car Parks | If lawful, clean basement levels and entry/exit ramp to street level, car wash bay and dog wash area. |
| Waste | <ul style="list-style-type: none"> • Scrub out waste bins with disinfectant/cleanser • Scrub out waste bin area with disinfectant/cleanser • Inspect bin chutes to ensure clean and not blocked (The Manager is not required to clean bins owned and stored within individual lots) |
| 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 |
| 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 - 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 • Check on state of exterior fencing and gates and report to Body Corporate accordingly |
| 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 |

CLEANING, GROUNDS AND GARDEN MAINTENANCE - AS REASONABLY REQUIRED

| | |
|-----------------------------|---|
| Visitors Car Parks (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 • Clean (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 • Check self-closing exit doors and report any malfunctions |
| 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 routine) |

Signing page

Executed as an agreement

Executed by the Body Corporate for Quay Waterfront Newstead Community Titles Scheme #[CTS No.]# under its Seal by the Chairperson of the Body Corporate in the presence of:

Witness

Chairperson

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)

INSERT OCCUPATION AUTHORITY PLAN HERE

Seller's Note:

At the time of preparation of this draft Management Engagement & Letting Authorisation Agreement, the proposed location of the Occupation Authority areas may not be known.

The Occupation Authority plan will be prepared once the location of the Occupation Authority areas is known.

The Seller may give the Buyer a **further statement** under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Management Engagement & Letting Authorisation Agreement at the time that the location of the Occupation Authority areas becomes known or at some other time as determined by the Seller.

It may be determined that there are no Occupation Authority areas.

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 location of Occupation Authority areas are not known and/or not disclosed.

Deed of Covenant (ONLY OF REQUIRED)

PARTIES:

Body Corporate for Quay Waterfront Newstead 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 Quay Waterfront Newstead 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 Quay Waterfront 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

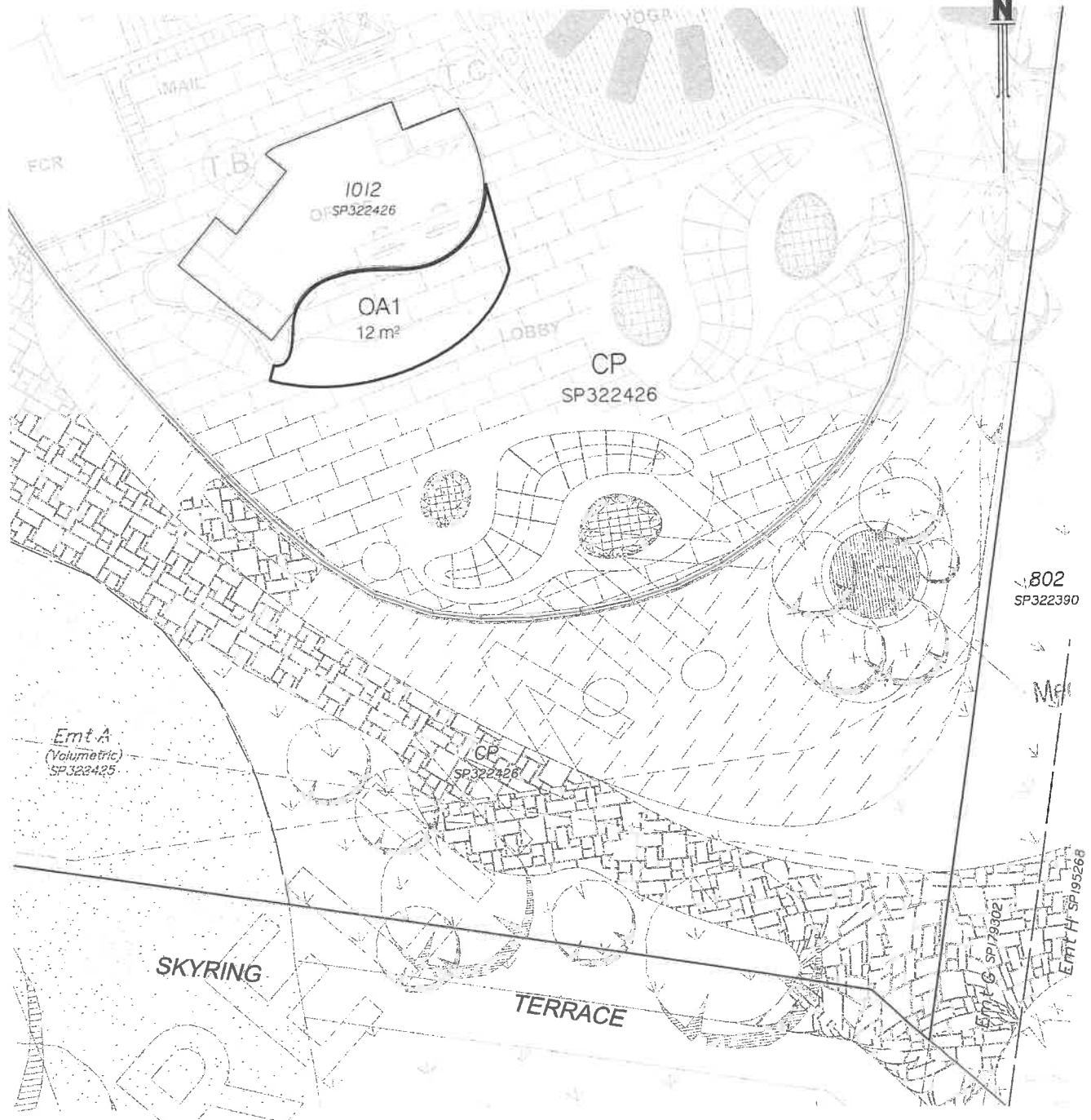
Committee Member

Lot Owner

SKETCH PLAN

LEVEL D

(LEVEL 1)



0m 5m 10m 15m
0 50mm 100mm 150mm SCALE BAR

NOTE: The scale bar above determines the size of the original plan. (A3)

"The exclusive use areas shown on this plan have been derived from preliminary design dimensions supplied by the architect and are approximate only.

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."

Plan of Occupation Authority Area in
Common Property on
Level 1 of

CTS
SP322426



LANDPARTNERS
built environment consultants



Level 1
18 Little Cribb St, Milton
Queensland 4064
p: (07) 3842 1000
f: (07) 3842 1001
e: info@landpartners.com.au
w: www.landpartners.com.au

| | | |
|-------------|---------------------------|-----------------------------|
| CLIENT: | MIRVAC QUEENSLAND PTY LTD | |
| LOCALITY: | NEWSTEAD | UDN: BRMM2372-CUN-77-2 OA14 |
| LOCAL AUTH: | BRISBANE C.C. | |
| DRAWN: | TEL 5/03/2021 | |
| CHECKED: | MPSH 5/03/2021 | |
| SCALE: | SEE BAR SCALE | |

OA14

MERIDIAN: TITLE:

PART A - STATUTORY DISCLOSURE
PROPOSED CONCIERGE AGREEMENT

(follows this page)

Concierge Agreement

Body Corporate for Quay Waterfront Newstead Community
Titles Scheme no. #[CTS number]#

and

#[Insert]#

Ref MKL:1013656

Doc ID 794481223/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

Concierge Agreement

Date

| | |
|---------|---|
| Parties | <p>Body Corporate for Quay Waterfront Newstead Community Titles Scheme no. #[CTS number]# of c/- SSKB, Level 6, 270 Adelaide Street, Brisbane QLD 4000 (Body Corporate)</p> <hr/> <p>#[Insert]# #[Insert ACN/ABN]# of #[Insert address]# (Manager)</p> |
|---------|---|

| | |
|----------|---|
| Recitals | <p>A. The Body Corporate has resolved to engage the Manager to perform various concierge and other services.</p> <p>B. The Manager has agreed to accept the engagement.</p> |
|----------|---|

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*.

Additional Services means the services set out in Schedule 3.

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 the 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 duties set out in Schedule 2.

End Date means **#[DD/MM/20YY]#**.

GST means goods and services tax.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*.

Original Owner means Mirvac Queensland Pty Limited ABN 24 060 411 207.

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:

- (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 Quay Waterfront Newstead 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

3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date engages the Manager to perform the Duties.

3.2 The Manager accepts the engagement contained in clause 3.1 and agrees that it will perform the Duties.

3.3 The Manager must co-operate with the party that holds a similar engagement from the body corporate for Isle Waterfront Newstead to ensure the uniform appearance and ease of functionality and operation between the adjoining owners.

4. Additional Services

4.1 The Manager may, in its total discretion, provide additional services to occupants of a lot in the Scheme as set out in Schedule 3.

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.

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 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.

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.

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. 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. Expenses

8.1 The Manager is not authorised to pledge the credit of the Body Corporate or contract on its behalf.

9. Manager's representations

9.1 The Manager represents to the Body Corporate that the Manager will:

- (a) at its own expense, in the performance of the Duties duly and punctually comply with:
 - (i) all relevant laws and regulations; and
 - (ii) the provisions of all requirements of any lawful authority;
- (b) not do anything to affect the premiums 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 and the Additional Services, 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 in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

10. 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. The policy may be part of a group policy of which the Manager is a member.

11. Body corporate representative

11.1 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.

11.2 The Manager must confer fully and freely with the Representative regarding the performance of the Duties.

11.3 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.

12. Transfer

12.1 The Manager may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.

12.2 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.

12.3 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.

12.4 The provisions of clauses 12.1, 12.2 and 12.3 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.

12.5 If the Manager transfers its interest in accordance with this Agreement, the Body Corporate must release the transferor Manager and any transferor Manager's guarantors from any breaches of this Agreement which occur after the date of transfer.

12.6 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.

13. Dispute resolution

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

14. Termination

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 60 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.

15. Notices

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

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

15.3 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.

15.4 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 may be notified and updated by each party to the other from time to time.

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

15.6 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.
- 15.7 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.
- 15.8 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.
- 16. Severance**
- 16.1 The parties agree that it is not intended to:
- (a) engage the Manager as a body corporate manager; or
 - (b) engage the Manager other than as a **service contractor** (as that term is defined in the Act);
 - (c) delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
 - (d) 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.
- 16.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision (including any Duty) of this Agreement:
- (a) constitutes an engagement of the Manager as a body corporate manager; or
 - (b) does not constitute an engagement of the Manager as a **service contractor** (as that term is defined in the Act); or
 - (c) includes the delegation of any power referred to in clause 16.1; or
 - (d) involves the performance of a duty which the Body Corporate
- has no power to pay the Manager to perform,
- then such provision (including any Duty) will 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 will 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.
- 17. Waiver**
- 17.1 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.
- 17.2 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
- 17.3 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.
- 18. Variation**
- An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.
- 19. Applicable law**
- Queensland Law applies to this Agreement.
- 20. 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.
- 21. Costs**
Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Manager.
- 22. 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.
- 23. 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 141 and 142 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.
- 24. Entire agreement**
This Agreement contains the entire terms agreed between the parties and supersedes all prior negotiations.
- 25. Exclusivity**
- 25.1 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 to a person other than the Manager for the purpose of any such business.
- 25.2 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.
- 26. Caretaker and Letting Agent**
- 26.1 The Body Corporate discloses to the Manager that the Body Corporate has:
- (a) engaged a third party to provide caretaking services; and
 - (b) authorised a third party to provide letting agent's services, to occupants of the Scheme (**Caretaker and Letting Agent**).
- 26.2 The Manager acknowledges the engagement and authorisation in clause 26.1 and agrees to co-operate and work harmoniously with the Caretaker and Letting Agent for the effective management of the Scheme.
- 27. Occupation Authority - Reception**
- 27.1 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the non-exclusive right to occupy the area described as OA1 on the attached sketch plan, together with the letting agent authorised by the Body Corporate to conduct a letting agent's business from the Scheme, for the purpose of:
- (a) performing the Duties and providing the Additional Services; and
 - (b) any other authorised use pursuant to this Agreement or the By-Laws.
- 27.2 The Manager acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the area(s) noted in clause 27.1 and the Manager must not object in this regard.
- 28. Mutual indemnity**
- 28.1 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) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with this Agreement to the extent that the party's actions, inactions, negligence or omissions caused that accident, damage, etc.

Schedule 1 Remuneration

1. The Remuneration payable to the Manager is \$500.00 per residential lot included in the Scheme (exclusive of GST) per year.
2. No remuneration is payable to the Manager in respect of any non-residential lots included in the Scheme.
3. 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.
4. 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.
5. The Remuneration is to be increased annually on each Review Date during the Term by the greater of the **CPI Increase** and 3%. Accordingly, the Remuneration will never be less for a subsequent year than it was for the previous year.
6. 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 Ltd (or then equivalent) 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. DUTIES:** The Manager is required to carry out the following duties for occupants of the Scheme between 8.00am and 6.00pm Monday to Friday (excluding public holidays):
1. keep the reception within Common Property manned. For avoidance of doubt, the reception may be temporarily unmanned during these hours providing that, if the reception is not manned, there is a method whereby the Manager may be readily contacted;
 2. operate and manage a booking system for communal facilities nominated by the Body Corporate;
 3. order taxis and private cars;
 4. maintain a register of local lifestyle service providers such as personal trainers, beauty therapists, massage therapists, group yoga classes, cleaners, dry-cleaners and pet walking services;
 5. maintain a register of local service contractors for repairs;
 6. maintain a register of special needs providers for assistance with access and mobility of occupants around the Scheme;
 7. organise on behalf of the Body Corporate social events within the Scheme as directed by the Body Corporate, up to a maximum of 4 events per calendar year;
 8. monitor and update any online concierge notice board;
 9. hold keys and access passes for collection by visitors on behalf of occupants of the Scheme (but not for new occupants as part of letting of a lot in the Scheme);
 10. hold any clothing for collection by or drop off from dry cleaning, ironing and alteration services;
 11. undertake printing and scanning administration services for reasonable domestic scale purposes; and
 12. assist occupants with online registration for any car sharing arrangement operated on the Scheme

Schedule 3 Additional Services

A. ADDITIONAL SERVICES: The Manager may, in its total discretion, provide the following additional services to occupants of the Scheme for a fee:

1. assist occupants to book a private chef and catering services;
2. book restaurants, cafes, bars, events, pet vacation care and other services and activities that require a booking;
3. arrange access to a lot in the Scheme by service contractors and supervise the provision of the services;
4. deliver parcels to a lot in the Scheme;
5. arrange flowers, gifts and orderable items on behalf of occupants of the Scheme;
6. arrange and facilitate the provision of sundry services by third party providers including on-site car wash, on-site dog wash, pet walking, cleaning and dry cleaning collection and drop off;
7. arrange and facilitate the provision of health and wellness services by third party providers which are appropriate for any dedicated amenity spaces within the Scheme;
8. arrange connection of utilities such as gas, electricity, phone and internet connection upon moving into the Scheme;
9. arrange services for occupants absent from the Scheme for up to one month including arranging forwarding of mail, entry and supervise of contractors and plant watering;
10. coordinate daily newspaper deliveries to a lot in the Scheme;
11. arrange and supervise services prior to return to a lot in the Scheme by an occupant including cleaning and restocking of pantry essentials (including unpacking of groceries);
12. receive deliveries for occupants of the Scheme (including, if available, by drone); and
13. book the use of any communal share car within the Scheme.

The fee payable to the Manager is payable by the relevant occupant of the lot in the Scheme and not the Body Corporate.

The fee payable for the provision of any service may be determined by the Manager in its total discretion.

Any fee charged by any third party further to the provision of any service is payable by the relevant occupant of the lot in the Scheme (and is in addition to the Remuneration paid by the Body Corporate to the Manager).

Signing page

Executed as an agreement

Executed by the Body Corporate for Quay Waterfront Newstead Community Titles Scheme #[*CTS No.*]# under its Seal by the Chairperson of the Body Corporate in the presence of:

Witness

Chairperson

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)

INSERT OCCUPATION AUTHORITY PLAN HERE

Seller's Note:

At the time of preparation of this draft Concierge Agreement, the proposed location of the Occupation Authority areas may not be known.

The Occupation Authority plan will be prepared once the location of the Occupation Authority areas is known.

The Seller may give the Buyer a **further statement** under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Concierge Agreement at the time that the location of the Occupation Authority areas becomes known or at some other time as determined by the Seller.

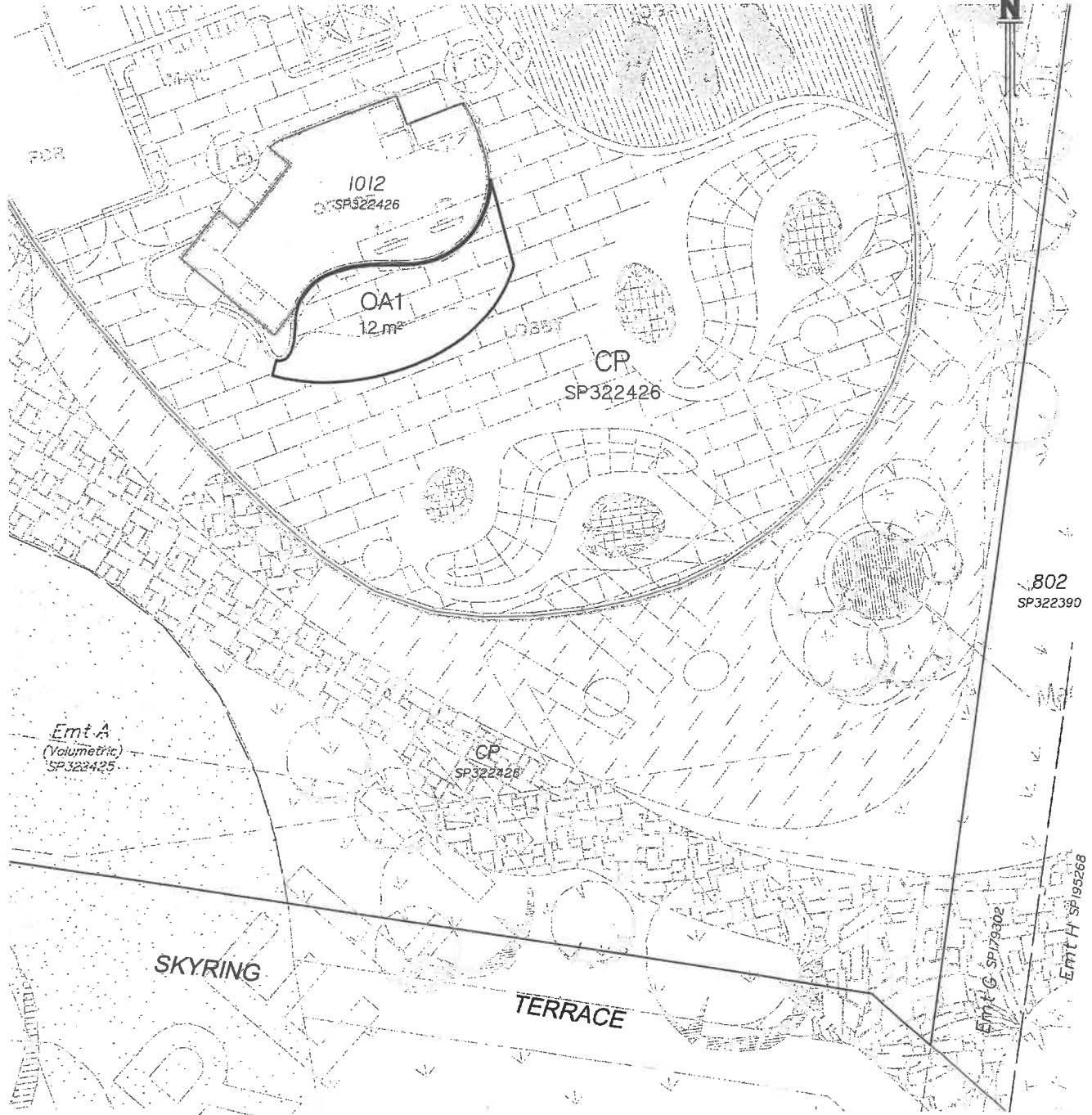
It may be determined that there are no Occupation Authority areas.

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 location of Occupation Authority areas are not known and/or not disclosed.

SKETCH PLAN

LEVEL D

(LEVEL 1)



0m 5m 10m 15m
0 50mm 100mm 150mm SCALE BAR

NOTE: The scale bar above determines the size of the original plan. (A3)

*Plan of Occupation Authority Area in
Common Property on
Level 1 of*

||
CTS
SP322426
||



LANDPARTNERS
built environment consultants



Level 1
18 Lisle Cribb St, Milton
Queensland 4064
p: (07) 3842 1000
f: (07) 3842 1001
e: info@landpartners.com.au
w: www.landpartners.com.au

| | | |
|-------------|---------------------------|-----------------------------|
| CLIENT: | MIRVAC QUEENSLAND PTY LTD | |
| LOCALITY: | NEWSTEAD | UDN: BRMM2372-CUN-77-2 OA14 |
| LOCAL AUTH: | BRISBANE C.C. | |
| DRAWN: | TEL 5/03/2021 | |
| CHECKED: | MPSH 5/03/2021 | |
| SCALE: | SEE BAR SCALE | |

OA14

"The exclusive use areas shown on this plan have been derived from preliminary design dimensions supplied by the architect and are approximate only.

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."

MERIDIAN:

TITLE:

PART A - STATUTORY DISCLOSURE

PROPOSED UTILITY BILLING AGREEMENT

(follows this page)



Utility Services Agreement

Site: Quay Waterfront Newstead



Agreement Details

This Agreement is made between the Client:

| | |
|-------------------------|--|
| Client | Quay Waterfront Newstead Community Titles Scheme |
| ABN | |
| Address | 57 Skyring Terrace Newstead Qld 4006 |
| Contact Details | Michael Lovell SSKB mlovell@sskb.com.au 0418 318 565 Pietro Alfieri pietro.alfieri@mirvac.com |
| Accounts Payable | |

And the Service Provider:

| | |
|-------------------------|---|
| Service Provider | Humenergy Group Pty Ltd |
| ABN | 15 601 324 387 |
| Address | PO Box 10443, Suite 30301, 27 Garden St Southport BC, QLD 4215 |
| Contact Details | Ben Humphreys ben@humenergy.com.au 0412 429 231 |

And consists of the following:

| | |
|----------------------|--|
| the Agreement | means this Agreement in its entirety including any attached Schedules or Annexures |
| Schedules | Schedule 1: Reference Schedule Schedule 2: Services Schedule 3: Fees Schedule 4: New Equipment Schedule 5: Direct Charges to End Users Schedule 6: Special Conditions |
| Annexures | NA |



Schedule 1: Reference Schedule

| | |
|--|--|
| Commencement Date | The later of the date of registration of the plan, or start date of the first billing period. |
| Site | Quay Waterfront Newstead |
| Site Description | The Site is a residential development consisting of: <ul style="list-style-type: none"> • 135 Residential Units • Community facilities include common areas, pools, lifts, etc |
| Licence to be granted | To access, occupy and use the Embedded Network and any parts of the Site for the purpose of operating the Embedded Network and providing the Services |
| Utility Onselling Tariff Review | Tariffs will be reviewed annually every July and any change may be implemented any time after the 1 st July of that year. |
| Billing Cycle | Residents: Bi-Monthly Body Corporate: NA Note: Billing cycles can be changed at the Service Provider's discretion. |
| Term | 3 Years from the Commencement Date plus any Further Terms |
| Further Terms | NA |
| End of Agreement | We will continue to provide the Services under the same terms and conditions of this Agreement after the End of the Term until this Agreement is varied or cancelled by either party in writing and after a minimum notice period of 3 months. |



Schedule 2: Services

| Type of Lot | Lots | Electricity | HotWater | Cooktop | Gas | Cold Water | Billing Cycle |
|-------------|------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--|
| Residential | 135 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | M <input type="checkbox"/> Bi <input checked="" type="checkbox"/> Q <input type="checkbox"/> |
| Commercial | 2 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | M <input type="checkbox"/> Bi <input checked="" type="checkbox"/> Q <input type="checkbox"/> |
| Common | NA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | M <input type="checkbox"/> Bi <input type="checkbox"/> Q <input type="checkbox"/> |

| | |
|---------------------------------------|---|
| Utilities | Electricity, Hot Water, Gas |
| Utility Billing Administration | <p>The Service Provider is responsible for providing Utility Billing Administration services to the Site including:</p> <ul style="list-style-type: none"> a) Establishment and administration of End User accounts b) Meter reading (excludes any remote meter or data fees) c) Billing of utilities and associated fees to End User(s) d) Collection of payments of utility accounts e) Administration of any rebates if applicable f) Provision of billing and payment software g) Providing a customer help desk for all End User related queries h) Arranging connections/disconnections of utilities for End Users i) Record keeping |
| Embedded Network Manager | If appointment is required by legislation, the Service Provider is responsible for providing Embedded Network Manager services to the Site including being the appointed accredited Embedded Network Manager. |
| Energy Procurement | <p>Electricity contract renewal via negotiated competitive tender.</p> <p>NB: 2 tenders per every 3 years are allowed for in the fees. Additional tenders will be charged at \$1875.00 plus GST.</p> <p>Arrange Online Electricity Monitoring and Reporting Portal (via Direct Metering Agreement or DMA)</p> |
| Electricity Submeters | The Service Provider is responsible for ongoing remote electricity meter data costs (for Hum approved meters only) |



Schedule 3: Fees

Summary (All rates exc GST):

| Item | QTY | Rate \$/yr | Gross Total \$/yr | Daily Fee \$/lot/day |
|--|------------|------------------|----------------------|-------------------------|
| Billing Services: Comprehensive utility billing administration and customer service – Gas & Hot Water - 135 Apartments - 1 Mgrs Office, 1 Retail Lot | 137 | \$109.00 | \$14,933.00 | \$ 0.2986 |
| Additional utility: Electricity | 137 | \$40.00 | \$5,480.00 | \$ 0.1096 |
| Total | 137 | \$ 149.00 | \$20,413.00 | \$ 0.4082 |



Schedule 4: New Equipment

NA



Schedule 5: Direct Charges to End Users

Humenergy Group may charge additional Fees directly to the End Users as required to recover additional costs in accordance with relevant legislation and guidelines. All fees are excluding GST unless otherwise stated. At the time of writing, these fees are equivalent to relevant legislation and guidelines. All charges may vary from time to time in response to changes in costs, or changes by retailer, distributor or regulator.

In the event, that legislation prevents the direct on charging of the full amount of the below fees, Humenergy reserve the right to recover these costs directly from the End User via an additional service charge providing that the Client's Service Charge is below the maximum allowed charged by legislation. Otherwise, Humenergy will absorb the cost.

| Item | Electricity | Water/Gas |
|--------------------------------------|-------------------------------|-----------|
| Interim/Final/Move-in meter read | \$9.78 | \$15.00 |
| Historical/Previous bill request | \$12.00 | \$12.00 |
| Paper Bill | \$0 | \$2.00 |
| Payment Fee | \$0 | \$1.00 |
| Late/Reminder/Final Notice | \$0 | \$12.00 |
| Disconnection | \$0 | \$35 |
| Reconnection (during business hours) | \$44.00 | \$44.00 |
| Reconnection (after business hours) | \$67.00 | \$67.00 |
| Security Deposit | As per legislation/guidelines | |



Schedule 6: Special Conditions

NA



Recitals

- 1.1 Humenergy Group Pty Ltd is an independent consultant in the energy management and utility supply industry providing a range of energy services.
- 1.2 The Client wishes to formally engage Humenergy to perform the services set out in this agreement.

1 General

- 1.1 This Service Agreement forms a legally binding contract.
- 1.2 This Service Agreement is Commercial in Confidence.
- 1.3 Both Parties agree to the delivery and service of documents via electronic means including email.
- 1.4 The Agreement is subject to and is to be construed in accordance with the laws of the relevant State or Territory.
- 1.5 If you are a trustee, you warrant that you enter into this agreement with all necessary power and for a proper purpose, are liable personally and in your position as trustee and, in respect of your obligations under this agreement have a right to be indemnified by the trust ahead of the beneficiaries.
- 1.6 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.
- 1.7 If any part of this Contract is void, that part shall be severed without affecting the enforceability of the remaining provisions of this Contract.
- 1.8 All money amounts are excluding GST except if otherwise stated.

2 Definitions

- 2.1 "Agreement" or "Contract" means this Service Agreement in its entirety including all schedules and annexures form part of this Agreement.
- 2.2 "CPI" means the Consumer Price Index weighted average for Brisbane published from time to time by the Australian Bureau of Statistics.
- 2.3 "Embedded Network" means the electrical Embedded Network of the Site including all the equipment and infrastructure required to on-sell electricity to all the End User(s) of the site. It includes, but is not limited to: utility meters, cabinets, switchboards, cabling, protection devices, etc.
- 2.4 "End Users" or "Residents" are defined as the electricity account holders for each individual lot and/or meter and include Tenants, Owner Occupiers, and any Agency that holds and pays an electricity account(s).



- 2.5 "Hot Water Network" of the Site means all the equipment and infrastructure required to on-sell Hot Water to all the End User(s) of the site. It includes, but is not limited to: utility meters, cabinets, protection devices, hot-water systems, pipes, insulation, pumps, valves, etc.
- 2.6 Humenergy Group Pty Ltd also means Humenergy Group Pty Ltd trading as RMS Energy Management.
- 2.7 "New Equipment" means equipment owned by the Service Provider and installed on the site such as Sub Meters and related hardware and software, and other equipment related to and/or affecting the on-selling of Utilities to End User(s) including solar power systems, energy storage equipment, energy generation, energy cost saving equipment, energy management software, and other associated or similar equipment.
- 2.8 "Parent Meter(s)" mean the utility meter(s) that measure all the incoming utility supply to the Site that are typically installed between the incoming main supply connection and the Sub Meters.
- 2.9 "RMS" or "Humenergy" or "Humenergy Group" or "We" or "Our" or "Us" means Humenergy Group Pty Ltd or Humenergy Group Pty Ltd trading as RMS Energy Management.
- 2.10 "Services" means the Services referred to in Services Schedule of this Agreement supplied by the Service Provider
- 2.11 "Sub Meter(s)" mean the utility meter(s) that are installed on the End User side of the Parent Meter(s) and measure the utility that has come through the Parent Meter(s) and is supplied to End User(s) or common areas.
- 2.12 "Unmetered Utility" is any utility supplied to the Site via the Parent Meter(s) but is not measured by a Sub Meter before it is consumed.
- 2.13 "Utility" or "Utilities" refers to the utilities referred to in Schedule 2 of this Agreement.
- 2.14 "You" or "Your" or "Customer" means the entity or person(s) defined as the Client.

3 Services

- 3.1 We will obtain/hold/maintain any necessary licenses/authorisations/insurances required to carry out the services.
- 3.2 In providing the services, we will exercise the degree of skill, care and diligence normally exercised by professionals performing services of a similar nature.
- 3.3 We will perform the services in a timely manner and in accordance with any reasonable program/schedule or as otherwise agreed in writing between the parties.
- 3.4 We will be entitled to an extension of time for the performance of the services where it is delayed by an event beyond our reasonable control.
- 3.5 We may sub-contract all or part of the services at our discretion.
- 3.6 Calculations and energy estimates are made based on a competent individual using sound judgement, and there is no guarantee on their accuracy.



4 Payment and Debt Management

- 4.1 The payment and debt management process may vary from time to time in accordance with changes in legislation or any other reason that Humenergy believes will improve service and/or outcomes for either party.
- 4.2 Residents are required to sign a Utility Supply Agreement Form, and a security deposit/bond may be taken if applicable and compliant with legislation.
- 4.3 After Humenergy has completed its payment and debt management process and cannot make contact with the Debtor or the Debtor refuses to pay, the debt will be deemed as Unrecoverable by Humenergy and the debt will be passed on to a debt collector. In the event debt collector fees cannot be recovered from the Debtor, these fees will be charged to the Client.
- 4.4 Second debts that remain unrecovered for greater than 12 months will be written off.

5 New Equipment

- 5.1 The Service Provider will install New Equipment at no cost to the Client at the Site that is required for the on-selling of Utilities to End User(s) as identified in the New Equipment Schedule 4.
- 5.2 The Service Provider remains the owner of all New Equipment until such time as the New Equipment is sold or transferred to the Client under the terms of this Agreement.
- 5.3 The Client authorizes and grants the Service Provider a right to register his interest in the New Equipment on the Personal Property Security Register listing the Service Provider as the Grantee and the Client as the Grantor. The Client will do all things required to affect such registration and ensure its enforcement.
- 5.4 The Service Provider will be responsible for any maintenance or repairs associated with New Equipment whilst the New Equipment is owned by the Service Provider.
- 5.5 The Client must agree to the installation of any New Equipment but must not unreasonably withhold agreement.
- 5.6 The Service Provider reserves the right to adjust the installation and capital value of New Equipment if the installation date is more than 12 months after the date of this Agreement.
- 5.7 The Service Provider reserves the right to commence the Capital Payout Schedule at the installation date for any New Equipment installed after the Commencement Date.



6 The Client using all reasonable endeavours agrees to:

- 6.1 Provide all reasonable assistance to enable the Service Provider to fulfil its obligations under this Agreement including ensuring property and/or strata managers provide accurate and timely information as requested by the Service Provider.
- 6.2 Provide to Humenergy copies of Retail and Network Exemption(s) if applicable.
- 6.3 Provide a Letter of Authority so that Humenergy can communicate with Retailers and Networks on the Client's behalf.
- 6.4 To the full extent permitted at law, provide all documentation reasonably requested by the Service Provider, including but not limited to:
 - (a) Copies of necessary licenses and authorisation(s),
 - (b) Bulk utility account(s),
 - (c) Roll list(s),
 - (d) Building plans including lot designation,
 - (e) Accurate metering diagrams and registers,
 - (f) A full meter and End User details register including the corresponding Lot which is supplied by each meter, and the corresponding Occupier details for each Lot including name, address, email, and mobile phone, and
 - (g) The past 3 historical reads for each meter if available to the Client.
- 6.5 Ensure that the Service Provider has access to the Site to read meters, market to End User(s), and other related tasks, at a time of our discretion at no cost to the Service Provider. This typically done by providing either a:
 - (a) designated all-hours accessible key box on site, or a reception that is manned with hours equal to or greater than Mon-Fri from 6am to 6pm, or
 - (b) key to the Service Provider and any necessary security cards.
- 6.6 Provide or instruct others to provide accurate and timely information on any changes in Lot occupier, or entity responsible for the payment of the relevant utilities account(s), or Lot ownership.
- 6.7 Provide a designated secure and safe area for unloading, storing and handling of material if required, and provide designated work area(s) to allow for safe and efficient work.
- 6.8 Take all reasonable steps to ensure that no utility is consumed or used without being metered or accounted for, and notify the Service Provider immediately of any utility usage or consumption that is being unmetered or unaccounted for.
- 6.9 Provide a designated secure and safe are for unloading, storing and handling of materials.
- 6.10 Provide designated work area(s) to allow for safe and efficient work.



7 The Client's Responsibilities

- 7.1 The Client is responsible for any maintenance or repairs associated with the utilities infrastructure including wiring, pipes and other related items that are required for the on selling of the Utilities, with the exception of New Equipment supplied by the Service Provider and not yet purchased by the Client.
- 7.2 The Client is responsible for ensuring the utilities infrastructure is maintained and functioning in accordance with any relevant legislation or guidelines, with the exception of New Equipment supplied by the Service Provider and not yet purchased by the Client.
- 7.3 The Client is responsible for paying for all Common Utility usage and Unmetered Utilities.
- 7.4 The Client will be responsible for paying for any cold water and auxiliary power used by the Hot Water Network and Plant.
- 7.5 The Client will maintain adequate insurance for the site, including but not limited to commercially appropriate public liability, property damage and work cover insurance.
- 7.6 The Client will include the cost of replacement of the New Equipment in its building insurance policy for the Site for the duration of the Term. The insurance policy must note the interest of the Service Provider and the Client must provide a certificate of currency or other proof to the Service Provider upon request.
- 7.7 The Client and their representatives including building managers have consent to share contact information of the residents of the site(s) with us.
- 7.8 Unless otherwise agreed or stated herein, The Client is financially responsible for any unpaid utility accounts or unrecoverable debts.

8 Instructions to Humenergy

- 8.1 Instructions can only be delivered to Humenergy by the Nominated contact person, Chairperson or Managing Director, or Nominated Strata Manager. Humenergy has no obligation to communicate with any other person(s) without agreement to do so and written approval.

9 On-charging tariffs

- 9.1 On-charging tariffs for will be set or approved by The Client in compliance with all relevant legislation and in writing via an Humenergy provided document.
- 9.2 The Customer has the right to change the tariff, but cannot change the tariff more frequently than once every 6 months and must provide a minimum of 30 days' written notice to Humenergy via an Humenergy provided document.
- 9.3 Humenergy will implement the tariff change at the next possible opportunity billing cycle after considering if any legislative requirements such as notice periods to Residents.



10 Billing and Payment System

- 10.1 Humenergy will arrange the establishment of a dedicated bank account for the Client.
- 10.2 Humenergy uses a third-party payment system. Each occupant is allocated a unique reference number ensuring their payments are correctly allocated to their accounts. Each payment channel attracts a fee from the third party, which is paid for by the Client directly from the bank account at cost. Credit card payments attract service fees (charged at a % of payment amount) and are paid by the End User at the time of transaction.

11 Additional Work

- 11.1 Humenergy may charge additional fees for any service performed outside the scope of this service agreement. Additional work will be charged at the following rates excluding GST:
- Senior Electrician \$120.00 call out + \$95.00/hour after 1st hour.
 - Analyst/Officer \$180.00/hour
 - Senior Staff/Engineer \$250.00/hour
 - Principal \$350.00/hour
 - Travel, accommodation, meal costs Cost+10%

12 Payments for Ongoing Services

- 12.1 For Utility Billing Clients payments to us will be deducted directly from the bank account operated by Humenergy on the date of invoice.
- 12.2 Alternatively, services will be billed monthly or quarterly in arrears. Automatic direct debit will be required at Our discretion.
- 12.3 The invoice terms are due on invoice days unless otherwise stated.
- 12.4 All fees will be escalated annually on the 1st July each year by 3% unless otherwise stated. The escalation incomplete years will be determined on a pro-rata basis.
- 12.5 Your obligation to pay in full is absolute and unconditional and you must not withhold any payment under this agreement, or make a deduction from it, for any reason.
- 12.6 All overdue invoices will be subject to a \$50 late payment fee plus a compounding interest charge of 10%pa calculated daily.
- 12.7 All fees are excluding GST unless otherwise stated.



13 Partial completion or Partial works

- 13.1 If any of the Services associated with this agreement are not fully completed or not fully carried out, there will be no impact on the enforceability of the remaining provisions of this Contract.
- 13.2 If any of the Services associated with this agreement are not fully completed or are not fully carried out, Humenergy is immediately entitled to payment of that portion of the Fees for any Services already performed, and is entitled to recover any costs, losses and damages suffered or incurred by it arising out of, or in connection with, any breach of contract by the Client.

14 Goods & Services Tax (GST compliance)

- 14.1 "GST" has the same definition as that term has in the GST legislation
- 14.2 The Customer must pay to the Supplier the amount of the Supplier's GST Liability (if any).
- 14.3 Each party must otherwise comply with the GST Legislation in relation to any GST Liability, including any requirement for the reimbursement of money.

15 Exclusivity

- 15.1 The Client agrees that they are engaging exclusively Humenergy Group to provide the Services, and that they have no existing agreements in place with another Party providing the same services.
- 15.2 Our work is for your exclusive use and must be used only by you and for you, and our work must not be used or disclosed for any other purpose, referred to in any document or made available to any other person without our consent.

16 Assignment – Business Succession

- 16.1 Humenergy Group may assign this Agreement, and all of the rights and interests in it, to a purchasing third party (effective from the settlement of the sale).

17 Variation of Agreement

- 17.1 This agreement may be varied by agreement between the parties in writing.
- 17.2 Humenergy can alter the agreement in response to changes in Legislative Requirements or Regulations, or the introduction of new rules or regulations, or other such event beyond the control of the Humenergy.



18 Costs

- 18.1 Each party shall be responsible for their or its costs relating to the preparation and execution of this Agreement or any variation to this Agreement.

19 Ownership, Use and Nature of Materials

- 19.1 Humenergy Group Pty Ltd retains title to and copyright and other intellectual property rights to all work performed and information provided including the Contract Documents.
- 19.2 Humenergy, unless specifically instructed otherwise by the Client, is entitled to refer to the Services and any related project in respect of which the Services are provided; and identify the Client, for the purposes of promoting the services of Humenergy to third parties.
- 19.3 Risk in the system passes to you on delivery or attempted delivery of the system to the site. If delivery is delayed or prevented by you, then you will be liable for Humenergy's costs.
- 19.4 On delivery, you assume all liability for loss, damage or injury to persons or to property arising out of use or possession of the system.

20 Liability and Indemnity

- 20.1 In no event will Humenergy be liable for any loss of revenue, loss of profit, loss of any contract or any other economic or consequential loss (whether direct or indirect) of the Client arising out of or in connection with the performance or non-performance of the Services (whether under the law of contract, tort or otherwise).

21 Dispute Resolution

- 21.1 Each Party agrees to use fair and reasonable endeavors to resolve any dispute that arises in connection with this Agreement at the lowest possible costs to both parties including by mediation before bringing a legal claim or starting legal proceedings against the other; and comply with the Australian Commercial Disputes Centre Guidelines in relation to any mediation that may occur.



22 Termination

- 22.1 Either party may terminate this Agreement if the other Party is in substantial breach of this Agreement and that breach has not been remedied within 45 days of written notice being issued to the Party in breach, and after the breach has been mediated upon by an independent third party. The written notice must identify the breach and require it to be remedied.
- 22.2 The Service Provider may terminate this Agreement at its discretion, in whole or in part, at any time on giving not less than 6 months' notice.
- 22.3 Humenergy may suspend the provision of the Services or terminate this Agreement immediately if the Humenergy has reason to believe that that the Client is or is likely to become not able to pay its debts as and when they fall due.
- 22.4 Upon termination of this Agreement, Humenergy is immediately entitled to payment of that portion of the Fees for any Services performed up to and including the date of termination, and any interest payable on that amount; and where the Humenergy has terminated the Agreement entitled to recover any costs, losses and damages suffered or incurred by it arising out of or in connection with any breach of contract by the Client or the termination of the Agreement. This clause is only applicable if the termination is due to a breach.

23 Information Handover at End of Agreement

- 23.1 Following the issue of written notice to Terminate or End the Agreement in accordance with the terms of this Agreement, Humenergy will provide to the Client within 30 days after the end date:
- Reading record list
 - Reconciliation report
 - Financials
 - Aged balance lists
 - Current debtor lists



24 Agreement Execution

Signed as an agreement.

SIGNED on behalf of the Client:

ABN:

.....
Signature

.....
Date

.....
Print Name

.....
Print Position

.....
Signature

.....
Date

.....
Print Name

.....
Print Position

SIGNED on behalf of Humenergy Group Pty Ltd, ABN 15 601 324 387, Trading As RMS Energy Management

.....
Signature

.....
Date

.....
Ben Humphreys

.....
Managing Director

.....
Print Name

.....
Print Position

UTILITIES SUPPLY AGREEMENT

THIS FORM IS TO BE USED FOR ALL NEW RESIDENTIAL CONNECTIONS AND RETURNED TO RMS ONCE COMPLETED
Email: info@rmsenergy.com.au Post: PO Box 10443 Southport BC QLD 4214

DATE OF COMMENCEMENT ____/____/____

THIS IS A BINDING UTILITIES SUPPLY AGREEMENT BETWEEN THE EMBEDDED NETWORK OPERATOR (ENO):

AND THE CUSTOMER:

SUPPLY ADDRESS DETAILS:

SITE NAME: _____

SUPPLY UNIT NUMBER _____

SUPPLY ADDRESS _____

CUSTOMER INFORMATION

POSTAL ADDRESS _____

CONTACT NUMBER/S _____

E-MAIL ADDRESS _____

PLEASE NOTE THAT THE SUPPLY OF A CURRENT MOBILE PHONE NUMBER AND EMAIL ADDRESS IS IMPORTANT.

LETTING AGENT DETAILS (IF APPLICABLE)

NAME _____

CONTACT DETAILS _____

PHOTO IDENTITY DOCUMENT

Please copy and attach either of the following to this agreement, must contain name, photograph, & address.

Australian Drivers License Document number _____

Current Passport Document number _____

UTILITIES SUPPLY AGREEMENT

CREDIT CHECK

A CREDIT CHECK MAY BE CARRIED OUT VIA A REVIEW OF 6-12 MONTHS OF RECENT ELECTRICITY BILLS IN THE CUSTOMERS NAME. IN ADDITION, AT OUR DISCRETION, OTHER CHECKS MAYBE CARRIED OUT. CUSTOMERS THAT DO NOT SATISFACTORILY PASS THE CREDIT CHECK OR HAVE NO CREDIT HISTORY MAY BE REQUIRED TO PAY A SECURITY DEPOSIT.

SECURITY DEPOSIT (TO BE COMPLETED BY OUR OFFICE)

SECURITY DEPOSIT REQUIRED (Y/N) _____ (\$) _____

COMMUNICATIONS

Unless specified otherwise, all correspondence will be sent electronically via email and/or text message. The customer may choose to receive the first copy of each utility bill by post. By doing so the customer agrees to pay any relevant costs, and accepts that delivery of post communications may be slow. RMS reserves the right to send all other communications via electronic means.

I, THE CUSTOMER, CHOOSE TO RECEIVE THE FIRST COPY OF UTILITY BILLS BY POST:

PLEASE IDENTIFY FROM THE BELOW LIST

1. Is the customer eligible for the Queensland Electricity Rebate? *If Yes, please complete the Application for Electricity Rebate and send to RMS with a copy of both sides of your Pensioner Concession Card or Repatriation Health Card or Seniors Card*
2. Does a person residing at the supply address listed require life support? *If Yes, the customer must register with the ENO and the utility billing agent via the Supply Agreement. The Eno and utility billing agent must then notify the retailer and distributor. Proving them with the relevant records and registers.*

ACCEPTANCE OF TERMS AND CONDITIONS

By signing this form, the customer agrees to the following:

1. Except where otherwise stated, the customer consents to receiving all correspondence via electronic means.
2. The customer has completed all fields and acknowledges that an account will not be established without appropriate move in date and sufficient information.
3. The customer has added info@rmsenergy.com.au to their safe contacts to prevent emails being filed as junk.
4. The customer will notify RMS Energy when vacating or any additional changes to the account.
5. The customer agrees to receive SMS messages for notifications, payment reminders, etc.
6. The customer agrees to receive marketing communications in relation to my utility account.
7. The customer consents to a credit check and providing the necessary details for it.
8. The customer has read and agrees to the terms and conditions as set out in this Supply Agreement

NAME (The Customer) _____

SIGNED (The Customer) _____ DATE ____/____/____

Supply Agreement Terms and Conditions

The ENO (“we/us”) agrees to sell electricity, gas and/or other utilities to The Customer (“you”) at your nominated premises and you agree to purchase electricity or other services from us based on the Supply Agreement to which this is attached and under the Terms and Conditions set out below.

The ENO as the on-supplier of electricity, gas and/or other utilities is not subject to all of the obligations of an authorised retailer, therefore as an exempt customer, you may not receive the same protections as it would if you were purchasing from someone other than your current on-supplier.

We reserve the right to change any terms or condition stated herein at any time in responses to changes in relevant rules, regulations and/or legislation.

1. STARTING OF THE SUPPLY AGREEMENT

- 1.1. The Supply Agreement will start on the start date stated in the attached Supply Agreement.
- 1.2. You maybe be required to pay a security deposit for the supply of electricity. The amount of the security deposit will be determined by the ENO at its discretion or as advised by the AER Guidelines. If the security deposit is depleted, you must replenish it within 5 business days of notice. If the security deposit remains depleted service may be disconnected. We will return the balance of the security deposit fourteen days after the agreement terminates and after all amounts owing to us have been paid.
- 1.3. This Agreement remains in effect until Terminated by Clause 9 or 10.

2. YOUR ELECTRICITY AND GAS CHARGES

- 2.1. Your total cost of electricity includes charges for use of the utility and other charges such as:
 - a) Any applicable Goods and Services Tax
 - b) Administration Fee
 - c) Meter Service Fee
- 2.2. If any of these charges change during your billing cycle your bill will be calculated on a pro rata basis.
- 2.3. Any charges for other services, like disconnection or reconnection, meter installations, meter tests or other services will be passed through to you and you agree to pay The ENO the whole of these amounts.
- 2.4. Changes to laws or regulation impacting on electricity supply – such as the introduction of a Small-scale Renewable Energy Scheme or Carbon Pollution Reduction Scheme, or any change to the National Greenhouse Energy Reporting Scheme – may result in increased costs to The ENO in purchasing your electricity. The ENO may pass these costs on to you in full and you agree to pay The ENO the whole of these increased costs.

3. SCHEDULE OF ADDITIONAL FEES

4. We may charge additional Fees directly to the Customer as required to recover additional costs in accordance with relevant legislation and guidelines. These charges may vary from time to time in response to changes in costs, or changes by retailer, distributor or regulator. All fees are excluding GST unless otherwise stated.

| Item | Electricity | Water |
|--------------------------------------|-------------------------------|---------|
| Interim/Final/Move-in meter read | \$8.39 | \$15.00 |
| Historical/Previous bill request | \$12.00 | \$12.00 |
| Paper Bill | As per legislation/guidelines | |
| Payment Fee | As per legislation/guidelines | |
| Late/Reminder/Final Notice | As per legislation/guidelines | |
| Disconnection | As per legislation/guidelines | |
| Reconnection (during business hours) | \$48.23 | \$44.00 |
| Reconnection (after business hours) | \$73.13 | \$67.00 |
| Security Deposit | As per legislation/guidelines | |

5. METERING

- 5.1. You agree not to interfere with the meter.
- 5.2. If an actual meter read cannot be obtained or there is a malfunction in your metering equipment, then we may need to use estimated data based on historical consumption.

6. BILLING

- 6.1. The ENO or its agent will send you a bill which shows your meter data. We will calculate the bill in accordance with this data but also include amounts for other services supplied under the contract during the billing cycle.
- 6.2. The bill may also include unbilled charges from previous cycles, adjustments in relation to charges that were or should have been billed in previous cycles or any other charges accrued to you at your premises, or any other address at which you purchased electricity from The ENO.
- 6.3. You have consented to and directed The ENO to email or mail your bills to you at your nominated email or postal address, and you agree to promptly notify us when that address changes.
- 6.4. The on-charge rate for electricity will be as determined by The ENO. The ENO reserves the right to alter this rate providing notice to all account holders effective from the next billing cycle after notice is issued.

7. PAYING YOUR BILL

- 7.1. You must pay the ENO the total amount payable for each bill by the due date specified in that bill. The due date will be 14 business days from the date of issue. There are multiple different methods of payment including Direct Debit, Telephone using your credit card, internet through Strata Pay secure website, on-line using BPay, Mail by forwarding Cheque made payable to Strata Pay, In Person at any Australia Post Office and Internet Banking including EFT from your Bank Account in Australian Dollars (AUD). If you choose to use a credit card you will be charged the transaction fee as applied by the merchant at the point of transaction which will automatically be added to your invoice. These payment methods may change from time to time.
- 7.2. **Please Note:** Before you can set up your Direct Debit Account you will need to be provided with a Strata Pay Reference Number which will be supplied to you after your account has been activated.
- 7.3. If we do not receive your prompt payment by the Due Date, we may send you reminder and late notice(s).
- 7.4. You must also pay all costs incurred in recovering any amounts owed under this agreement.
- 7.5. If you are having trouble paying your bill, there may be some forms of assistance available. Please contact RMS Energy Management for further information.

8. DISCONNECTION

- 8.1. Please be aware that failure to pay by the due date, or a depletion of the security deposit, can result in the supply of electricity being disconnected, and in such event a disconnection and reconnection fee would be payable.
- 8.2. If you are a small market customer, that requires life support equipment, we must not disconnect your premises if the premises is registered as having life support equipment, except in an emergency.

9. TERMINATION BY YOU

- 9.1. Your Supply Agreement with The ENO will be terminated if you vacate your premises; provide us with 14 days' notice that you are terminating the Supply Agreement or requesting disconnection; or enter into another Supply Agreement with us. If you vacate your premises without prior notice the agreement will terminate as per clause 9.2.
- 9.2. If you want us to disconnect your premises, we require 14 days' notice and a forwarding address for your final bill. If you do not give us the required notice, you will be responsible for any electricity consumed at your nominated premises until the earlier of: We enter into a Supply Agreement with the next occupant, or Fourteen days after The ENO is notified of your vacation date.
- 9.3. Either party may terminate the Supply Agreement by giving 14 days' notice.

10. TERMINATION BY US

- 10.1. The ENO may terminate your Supply Agreement and disconnect your supply within the rules set out by any applicable regulation. This may include where your account remains unpaid and we have arranged for the disconnection of the electricity supply to your premises, and any right you have to be reconnected has elapsed. We may also terminate your Supply Agreement if we find the credit or usage information you supplied us is false.
- 10.2. If you have been disconnected for failing to meet your obligations and you remedy the reason for the disconnection within 10 business days of the disconnection, you can request that we reconnect your supply. However, a disconnection and reconnection fee may apply which The ENO will pass through to you and the whole amount will be required to be paid before your supply is reconnected.

11. OBLIGATIONS

- 11.1. The electricity network provider, not The ENO, is responsible for delivering electricity to your premises and for the quality and continuity of that supply.
- 11.2. Your meter provider is responsible for your metering equipment although The ENO may arrange changes to this equipment on your behalf at your request, to be paid for by you.
- 11.3. Subject to obtaining your consent, which will not be unreasonably withheld, we may assign the whole or any part of our interest in this Supply Agreement to anyone.
- 11.4. Unless required by law, we give no condition, warranty or undertaking, and we make no representation to you about the suitability of any service provided under the ENO Supply Agreement, or its quality, fitness for purpose or safety, other than those set out herein. Any such warranty implied by law that cannot be excluded but can be limited is at The ENO's option limited to providing equivalent goods or services to your premises; paying the cost of replacing the goods or services; or of acquiring equivalent goods and services. You are required to install appropriate electrical safety devices, such as surge protectors, to reasonably protect your electrical equipment from variations in supply quality.
- 11.5. So far as the law allows, we are not liable to you for any loss or consequential loss or damage you suffer – whether due to negligence or otherwise – because of the electricity we sell to you under this Supply Agreement. We are not liable to you for any loss or damage you may suffer because of failure or defect in the electricity supply or some characteristic of the electricity supply that makes it unsuitable for some purpose. To the extent permitted at common law (including equity) and so far as any applicable law allows, you indemnify us and hold us harmless against any liability arising from your breach of the Supply Agreement or your negligence in relation to your obligations under the Supply Agreement.
- 11.6. The ENO and Billing Administrator (RMS Energy Management) commits to keeping any information about you in your Supply Agreement and Terms and Conditions confidential. We will

only disclose information that we have about you to the extent specifically required by law or for this agreement (including in connection with any query or claim).

- 11.7. Both you and The ENO must comply with all relevant requirements imposed by electricity law, regulation, code and standard industry practice.

12. GENERAL

- 12.1. If the customer consists of more than one person, the obligations of those persons are joint and several.
- 12.2. This contract is governed by the laws of Queensland.
- 12.3. Any provision of this contract which is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this contract enforceable. If it is found that this contract does not provide for the provision of services on a fair and reasonable basis, the contract will not be void but will apply as if the services were provided on a fair and reasonable basis and any offending provisions will be modified accordingly.
- 12.4. Each party must do everything reasonably necessary or desirable to give full effect to this contract. If either party is unable to perform its obligations under this contract (other than an obligation to pay money) because of an event beyond its reasonable control, the obligation is suspended, but only to the extent that the event prevents performance.
- 12.5. This contract contains the entire agreement between us relating to the sale of electricity to the premises.
- 12.6. A right under this contract may only be waived in writing by the person giving the waiver.
- 12.7. A provision of this contract must not be construed against a party only because that party drafted it.
- 12.8. The following rules also apply in interpreting this contract, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) Legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) A document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) A party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) Anything (including a right, obligation or concept) includes each part of it.

(b) A singular includes the plural, and vice versa.

(c) If a word is defined, another part of speech has a corresponding meaning.

(d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

13. BILL DISPUTES

- 13.1. If you wish to dispute a bill, you must provide RMS Energy Management with a notice setting out why the amount of the bill is incorrect by the Due Date.
- 13.2. We will assess your claim as soon as reasonably practicable and advise you if we consider the original bill was incorrect. If we do not agree with you, the dispute resolution procedures in **Items 14** will apply.
- 13.3. If the dispute is not resolved by the Due Date, you must pay by the Due Date the greater of:
(a) the undisputed amount; and
(b) the average of the last three bills for that Site.
- 13.4. Once the dispute is resolved:
(a) if we owe you a refund, we will credit your next bill; or

(b) if you owe us an amount, you must pay it within 2 weeks from the date the dispute is Resolved.

14. DISPUTE RESOLUTION

- 14.1. The parties agree not to go to an alternative dispute resolution mechanism until a dispute (except bill disputes - see Item 13) has been dealt with under this Item 14.
- 14.2. A party claiming a dispute must give notice to the other party setting out details of the dispute.
- 14.3. The dispute must be referred to senior representatives of the parties. The senior representatives must communicate within 2 weeks and negotiate to resolve the dispute.
- 14.4. If the senior representatives are unable to resolve the dispute, they must communicate again to agree on a mechanism and timetable to resolve the dispute (and record it in writing). The parties must comply with the terms of that document and a failure to do so is a breach of this Agreement.
- 14.5. If (for any reason):
 - (a) the dispute is not resolved; or
 - (b) the parties have not agreed on a mechanism and timetable for resolving the dispute, within 4 weeks of the date of the dispute notice, either party may commence court proceedings.

15. ENERGY AND WATER OMBUDSMAN QUEENSLAND

In the event that your energy supply or billing is in dispute and remains unresolved, you can contact the Energy and Water Ombudsman Queensland. However, please be advised that at the time of writing, the Energy and Water Ombudsman of Queensland (EWOQ) doesn't have the ability to investigate disputes between small customers and on-suppliers of energy.

16. LOSS OF ELECTRICITY SUPPLY/ ELECTRICITY FAULT /EMERGENCY

In the event of loss of electricity supply/fault or emergency, please contact:

Energex Energy - 13 62 62

<https://www.energex.com.au/home/power-outages/emergency-outages>

Your property manager or electrician.

RMS Energy Management - 07 5591 1341

Australian Essential Services Compliance - 1300 237 200

17. GOVERNMENT ELECTRICITY REBATE

The Queensland Government Electricity Rebate Scheme provides financial assistance to eligible electricity consumers to assist them in meeting their domestic electricity costs. Eligible electricity customers include pensioners, Seniors Card holders and certain Repatriation Health Card for all Conditions (Gold Card) holders.

Please obtain an Application form for The Queensland Government Electricity Rebate from our website www.rmsenergy.com.au and download the form direct or email RMS Energy Management at info@rmsenergy.com.au or call RMS on (07) 5591 1341



Buying energy from an exempt seller – your rights and protections as a residential customer

- In some sites (typically caravan parks, retirement villages or apartment blocks) the electrical wiring is designed to enable the owner of the site (for example, the landlord, body corporate or caravan park owner) to sell energy to their residents based there. This is known as an embedded network.
- The owner of a site with an embedded network usually buys energy from an authorised energy retailer and then ‘onsells’ the energy to the different customers at the site.
- In these circumstances the owner is an exempt seller because they are exempt from the requirement to be authorised by the AER as an energy retailer. Exempt sellers need to hold a valid exemption from the AER and must meet the conditions of their exemption(s) designed to protect their customers.
- If you buy energy from an exempt seller, you are an exempt customer and you have protections under the law.

How should I be billed?

You should expect clear and transparent bills, which include:

- details of all tariffs, fees and charges that will apply
- a regular bill at least every three months that shows the costs and how much energy you have used
- bills that clearly state when an estimated meter reading is used (when the exempt seller cannot reasonably or reliably base the bill on an actual meter reading).

How much should I be charged for my energy?

When purchasing from an exempt seller you can expect:

- no charges or fees that are more than your local area retailer would charge under their standing offer
- to be notified of any price change as soon as practicable, and not later than your next bill
- to be given at least 13 business days to pay your bill
- to be provided information at the start of your tenancy or residency on relevant government or non-government support that is available to help you, including concessions, rebates, or relief schemes.

What should I do if I am having difficulties paying my bill?

- Your exempt seller must have a hardship policy that outlines their processes when someone is having difficulty paying their bill. You should be provided with a copy of this policy at the start of your tenancy or residency and if you inform the exempt seller that you are experiencing payment difficulties. You can also request to see this policy and the exempt seller must provide you with a copy as soon as practicable
- You may be eligible to go on a payment plan. You should ask your exempt seller about your options. If you inform the exempt seller you are experiencing payment difficulties, they must offer you a payment plan and give you other information about assistance with paying your bill.

What are my rights if I am facing disconnection?

- You cannot be disconnected if you have informed the exempt seller that you are experiencing financial difficulties and have not yet agreed to a payment plan, or if you are on a payment plan and are keeping to it
- You can be disconnected for non-payment if you have not paid a bill by the pay by date or not followed the terms of a payment plan. However, before you can be disconnected the exempt seller must send you a bill reminder notice and a disconnection warning notice
- You cannot be disconnected at certain times of the day (for example, before 8.00 am or after 3.00 pm) or on certain days of the year (such as weekends and public holidays)
- You cannot be disconnected if you rely on life support equipment such as oxygen concentrators or dialysis machines. If you use life support equipment, it is important that you tell your exempt seller
- You cannot be disconnected for issues unrelated to energy, for example, not paying rent or maintenance problems (unless allowed by jurisdictional legislation).

How do I change who I buy energy from?

- If you live in an embedded network, you can buy your electricity from either an authorised energy retailer or from the exempt seller. However, you may have difficulty buying electricity from an authorised energy retailer
- This is because of the way the network wiring is usually designed which means an authorised energy retailer may not want to sell to an embedded network customer
- Authorised energy retailers are not obliged to supply you energy if you live in an embedded network
- Your exempt seller must provide you with a factsheet which provides further information on how you may be able to buy your energy directly from an authorised retailer, instead of the exempt seller. You can find this on the [AER's website](#).

What if I have a complaint about my energy service?

- You should try and resolve any issues with the exempt seller first
- In the event that a dispute can't be resolved, you can go to the energy ombudsman for help and advice
- Energy ombudsman schemes receive, investigate, and assist in the resolution of consumer complaints
- Your exempt seller must be a member of the ombudsman scheme in the state or territory in which it sells energy, which means you can access this free, independent dispute resolution service
- You can find more information about the ombudsman on our [website](#).

Please see the [Retail Exempt Selling Guideline](#) for more information.

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Inquiries about this publication should be addressed to:
Australian Energy Regulator

GPO Box 3131
Canberra ACT 2601
Tel: 1300 585 165

PART A - STATUTORY DISCLOSURE

PROPOSED STORMWATER AGREEMENT

(follows this page)

Maintenance Agreement



OCEAN
PROTECT

Maintenance Agreement

Tax Invoice

Agreement No: 15968 - 15670

NATIONAL MAINTENANCE SOLUTIONS PTY LTD ABN 42 156 044 834 (**we or us or our**) agrees to provide to the customer named in the Schedule below (**you**) the services described in the Schedule below (the **Maintenance Services**) in relation to the equipment described in the Schedule below (the **Equipment**) and, where applicable, any Additional Services (as later defined) and you agree to accept the provision of the Maintenance Services and, where applicable, the Additional Services (collectively the **Services**) on the terms and conditions set out in this document (including any Special Conditions set out in this document). This document will not bind us until it is signed by our authorised officer, at which time a contract for the provision of Services in relation to the Equipment (this **Agreement**) will arise without the need for us to give any further notice.

Schedule

| FACILITIES MANAGEMENT PLAN | |
|---|---|
| Facilities Management Plan applies: | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Facilities Management Plan No: N/A | |

| CUSTOMER | |
|-------------------|-------------------|
| Name: | |
| Trading as: | ACN/ABN: |
| Address: | |
| Telephone number: | Facsimile number: |
| Contact person: | Email address: |

| EQUIPMENT | | |
|-------------------------|------------------------------------|------------------------------|
| Model | Description | Serial No(s) (if applicable) |
| OG-200 | 1 x OceanGuard | |
| SFD-8-690-PSORB | 20 x StormFilter Cartridges | |
| SFD-12-690-PSORB | | |

| EQUIPMENT LOCATION AND SITE CONTACT | |
|--|-------------------|
| Address: 57 Skyring Tce & 13 Cunningham St, NEWSTEAD QLD 4006 | |
| Contact: | Telephone number: |

| MAINTENANCE SERVICES | |
|---|--|
| <p>Maintenance Services cover the cleaning and maintenance of the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) and the removal of Stormwater Waste from the Equipment (up to the Maximum Pollutant Load per Cartridge and within the GPT Maximum Storage Capacity), on and subject to the terms and conditions set out in this document.</p> <p>Stormwater Waste means pollutants and concentrations generated in typical stormwater run-off defined as the pollutants (gross pollutants suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2006.</p> | |
| Estimated Maintenance Frequency - StormFilter : 12 Months | Cartridge Type: <input checked="" type="radio"/> 690mm <input type="radio"/> 460mm <input type="radio"/> 310mm |
| Estimated Maintenance Frequency - OceanGuard : 4 Months | Maximum Pollutant Load per StormFilter Cartridge (in kgs) : 200 |
| Estimated Maintenance Frequency - Jellyfish Filter: N/A | Maximum Pollutant Load per Jellyfish Filter Cartridge (in kgs): N/A |
| Estimated Maintenance Frequency - GPT : N/A | GPT Maximum Storage Capacity (tonnes) : N/A |



MAINTENANCE SPECIFICATIONS

| | |
|--|---|
| <input checked="" type="checkbox"/> Certification Services | Estimated Certification Frequency: Every 12 Months |
| Authorised Additional Services Amount: \$ 200.00 | |
| Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge: | \$ 300.00 per tonne |
| Current rate for removal of Stormwater Waste in excess of Jellyfish Filter Pollutant Load per Cartridge: | \$ N/A per tonne |
| Current rate for removal of Stormwater Waste in excess of GPT Maximum Storage Capacity: | \$ N/A per tonne |

TERM

If a Facilities Management Plan is referred to in this Schedule: the Term is the "Term" referred to in the Facilities Management Plan and the Commencement Date is the "Commencement Date" referred to in the Facilities Management Plan.

If a Facilities Management Plan is not referred to in this Schedule:

Commencement Date: **as per sign date**

Term: **120** months from the Commencement Date.

SERVICE CHARGES

If a Facilities Management Plan is referred to in this Schedule the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. Any Additional Services will be charged at our prevailing rates and invoiced separately.

If a Facilities Management Plan is not referred to in this Schedule:

Billing Periods: Monthly 4-Monthly Half-Yearly Yearly

Maintenance Services Charge: \$ **4,248.00** plus \$ **424.80** GST = \$ **4,672.80** per billing period

Maintenance Services Charges are due and payable in advance on the _____ day of each Billing Period throughout the Term and are subject to adjustment in accordance with the terms and conditions set out in this document. Any Additional Services will be charged at our prevailing rates and invoiced separately.

Specified Percentage Increase (for Maintenance Services Charges): **4.5** %

ACCOUNTS PAYABLE CONTACT

Contact person: _____ Telephone number: _____

Email address: _____

SIGNATURE OF CUSTOMER

You acknowledge and confirm that: (1) you have read and understood and agree to be bound by the Terms and Conditions set out in this document; and (2) all information provided by you is true and correct.

Signed for and on behalf of the Customer by a duly authorised officer of the Customer, who warrants that he/she has authority from the Customer to execute on its behalf and all information provided is true and correct.

| | |
|---------------------|--|
| Body Corporate Seal | Signature of Witness: _____ Date: _____ |
| | <input type="radio"/> Chairman <input type="radio"/> Secretary <input checked="" type="radio"/> Committee Member |
| | Name of Witness: _____ |
| | Address of Witness: _____ |
| | Telephone Number: _____ |
| | Signature of Witness: _____ Date: _____ |
| | <input type="radio"/> Chairman <input type="radio"/> Secretary <input checked="" type="radio"/> Committee Member |
| | Name of Witness: _____ |
| | Address of Witness: _____ |
| | Date: _____ Telephone Number: _____ |

SIGNATURE OF NATIONAL MAINTENANCE SOLUTIONS PTY LTD

Authorised Officer: _____ Date: _____

Services Agreement – Terms and Conditions

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: Billing Period, Commencement Date, Equipment, Equipment Location, Facilities Management Plan, Maintenance Specifications, Maintenance Services, Maintenance Services Charge, Maximum Pollutant Load per Cartridge, Services, Stormwater Waste and Term are as defined or referred to in the Schedule; ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); Additional Services has the meaning provided in clause 3(2); Additional Services Charges has the meaning provided in clause 4(4); Annual Recurrence Interval (ARI) has the meaning provided by the Bureau of Meteorology's Australian Water Information Dictionary; Business Day means any day on which banks are open for business in Australia, other than a Saturday or Sunday; GPT or Gross Pollutant Trap is as defined in the Schedule, and incorporates any or all Vortensity, Vortcapture and / or Vortechs product to which this Plan applies; GST means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation; Hazardous Waste means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities; Schedule means the Schedule to this Agreement; words importing the singular include the plural and vice versa; headings shall be ignored in construing this Agreement; if any party is comprised of more than one person, those persons' obligations are joint and several; references to a party include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.

2. Term

This Agreement commences on or with effect from the Commencement Date and, subject to clause 12, shall continue for the Term.

3. Provision of Services

(1) We will provide the Maintenance Services at the Equipment Location, at the Estimated Maintenance Frequency and at the times specified in clause 7. For the avoidance of doubt, Maintenance Services does not include any cleaning or maintenance of, removal from or other services in relation to the Equipment (including the StormFilter, OceanGuard, JellyFish and GPT) for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year Annual Recurrence Interval (ARI) or flood event, construction run-off or any other waste material other than Stormwater Waste. (2) We may, and you authorise us to, provide services in relation to the Equipment which are outside of and/ or in addition to the Maintenance Services (Additional Services) (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount specified in the Schedule, we will obtain your consent prior to undertaking those services). Such Additional Services may include, without limitation: (a) the cleaning or maintenance of the Equipment that does not fall under the scope of Maintenance Services (including, without limitation, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge or the GPT Maximum Storage Capacity specified in the Schedule); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 9 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or any part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the

Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, uplifting, treatment or disposal of any Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 8(3); (i) undertaking any instruction or training in respect of your safety procedures and other requirements for accessing the Equipment Location; (j) pedestrian or traffic control; (k) removing pit covers using hydraulic or other similar means.

4. Charges

(1) If a Facilities Management Plan is referred to in the Schedule, then the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. (2) If a Facilities Management Plan is not referred to in the Schedule, you must pay the Maintenance Services Charges at the times referred to in the Schedule. (3) If a Facilities Management Plan is not referred to in the Schedule, on each anniversary of the Commencement Date, we may increase the Maintenance Services Charges prevailing at the relevant time by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) of not more than the Specified Percentage Increase set out in the Schedule. "Index" means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or an equivalent index, in the event that such index is discontinued or suspended). A certificate by us as to any increase in charges will be conclusive and binding on you. (4) Whether or not a Facilities Management Plan is referred to in the Schedule, we will invoice you separately at rates from time to time prevailing for the provision of any Additional Services (Additional Services Charges), which must be paid by you within 14 days of the date of each such invoice. Where current rates are specified in the Schedule, these will be subject to change in accordance with any changes in prevailing rates. (5) You must reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement. (6) You must pay interest on any amount due but unpaid under this Agreement at 2% calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily and is payable on demand. (7) You must pay all payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing. (8) All payments by you must be paid on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month.

5. Hazardous Waste

(1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location or catchment which may result in Hazardous Waste entering the Equipment. (2) We will not be liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services pursuant to clause 3(2). You must provide an appropriate facility at the Equipment Location to enable us to store any Hazardous Waste and pay or reimburse us all costs and expenses incurred by us in handling any Hazardous Waste. (3) You acknowledge that we may be convicted or otherwise held liable under statute or regulation as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You agree to indemnify us and keep us indemnified against all losses,

liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.

6. Maintenance Personnel

(1) We will perform the Services using appropriately trained and qualified personnel. (2) We may subcontract the provision of any of the Services to a third party, provided that we will remain primarily liable to you for the provision of such Services.

7. Maintenance Times

(1) We will perform the Maintenance Services on the Equipment at the Estimated Maintenance Frequency specified in the Schedule and in accordance with the Maintenance Specifications. (2) The Maintenance Services and any Additional Services will be performed at a time agreed upon between you and us. If either party is unable to comply with the agreed time for the Services as a result of unforeseen events outside that party's control, it will notify the other party as soon as reasonably practicable, and you and us will agree another suitable time. (3) We will perform the Services between 9.00am and 5.00pm on Business Days agreed between you and us. If you require the Services to be performed outside these hours, an after-hours surcharge may be charged by us at our prevailing standard rates.

8. Certification Services

(1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency specified in the Schedule: (a) inspect the Equipment to ascertain whether it complies with our operations and maintenance procedures and requirements (the Requirements); (2) where the Equipment complies with the Requirements, issue a certificate to you confirming this (Compliance Certificate); and (3) where the Equipment does not comply with the Requirements, advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and any services provided by us will be charged as Additional Services, unless they fall within the scope of the Maintenance Services.

9. Consumables

If a Facilities Management Plan is referred to in the Schedule, we will replace any consumables supplied with the Equipment (including, without limitation, OceanGuard bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating conditions (Authorised Conditions). For the avoidance of doubt, we will not be responsible for the replacement of any such consumables where the requirement for replacement arises other than due to Authorised Conditions, including, without limitation, a flood event or deliberate damage caused to the consumables.

10. Co-operation

(1) You must: (a) operate the Equipment at all times in accordance with the Facilities Management Plan (if applicable) and any specifications for the Equipment; and (b) comply with our reasonable instructions and directions in respect of the maintenance and operation of the Equipment. (2) You must grant access to the Equipment Location and make the Equipment available to our personnel and subcontractors to allow the Services to be provided. (3) You must notify us of any special safety regulations or other requirements for accessing the Equipment Location that must be observed by us during the performance of the Services and you must, prior to the commencement of any such Services, explain such requirements to our personnel and provide such additional training in respect of such requirements as may be reasonably necessary to ensure that our personnel can provide the Services safely and effectively. If any such instruction or training results in a significant increase in the time required to perform the Services, we may charge Additional Services Charges in respect of such increase. (4) Where we attend the Equipment Location to perform any Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and will provide such other infor-

mation as our personnel may reasonably require in relation to the operation of the Equipment. (5) You must not, at any time without our prior written consent: (a) modify, repair or maintain the Equipment or permit any third party to do so; or (b) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the specifications for the Equipment.

11. Acknowledgements

(1) You acknowledge and agree that: (a) to the full extent permitted by the ACL and other applicable laws, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the care and skill, fitness for purpose or time for supply in relation to the provision of the Services. Nothing in this Agreement, however, will exclude, restrict or modify any rights or remedies which you may have for failure to comply with a guarantee under the ACL or any other applicable law; (b) to the full extent permitted by the ACL and other applicable laws, we are not liable for any indirect, consequential or economic loss or damage (including, without limitation, loss of profit) arising under or in connection with this Agreement; and (c) in any event, to the full extent permitted by the ACL and other applicable laws, our liability under or in relation to this Agreement or the provision of the Services (to the extent that the ACL does not apply) or for failure to comply with a guarantee under the ACL (subject to section 64A(3) of the ACL) (to the extent that the ACL applies), is limited to, at our option, one or more of the following: (i) in the case of goods supplied, to one or more of the following (as we may determine): replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) in the case of services supplied, to one or more of the following (as we may determine): supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Services and any replacement parts or consumables supplied in connection with the Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us where you become aware of any problem with or damage to the Equipment; and (b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Where appropriate, reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.

12. Insurance

You must, at your own cost, effect and keep current throughout the Term with a reputable and solvent insurer: (a) insurance for such amount of cover as is reasonably required by us against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (b) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

13. Termination

(1) We may terminate this Agreement if: (a) you breach any provision of this Agreement and fail to rectify that breach within ten (10) Business Days of written notice from us; or (b) you enter into, or any steps are taken to have you enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your creditors or any of them, or a controller is appointed with respect to any of your assets, you become unable to pay your debts to any person as they become due or you otherwise become insolvent; or (c) if a Facilities Management Plan is referred to in the Schedule, the Facilities Management Plan is terminated. (2) Termination of this Agreement is without prejudice to any remedies available to us and any rights or obligations of the parties that accrued prior to the time of termination.

14. Representations and Warranties

(1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Agreement; and (b) the execution and performance by you of this Agreement will

not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you enter into this Agreement as a trustee of a trust (the Trust), then, you represent and warrants to us that: (a) you enter into this Agreement for a proper purpose of the trust; (b) you have power and authority under the Trust to enter into this Agreement; and (c) you have the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities you incur under this Agreement.

15. General

We will not be responsible for any delay of failure to perform our obligation under this Agreement to the extent that such delay or failure is due to any cause beyond our reasonable control. (2) You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent. We may assign, transfer or subcontract any of our rights and obligations under this Agreement without your consent. (3) No waiver of any breach of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (4) You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off on any account. (5) This Agreement will be governed by and construed in accordance with the laws of New South Wales. (6) If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. (7) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known (if a Facilities Management Plan is not referred to in the Schedule) and to complete and amend any other blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Plan complete and enforceable. (8) Any notice to or by a party to this Agreement: (a) must be in writing addressed to the other party or parties to this Agreement; (b) may be delivered in person, by pre-paid post or by facsimile transmission; and (c) is regarded as given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission).

PART A - STATUTORY DISCLOSURE

PROPOSED HERTZ AGREEMENT

(follows this page)

We direct the Buyer's attention to the clause titled ***Car Sharing*** in the Contract.

Body Corporate for Quay Waterfront Newstead

and

Hertz Australia Pty Ltd

ABN 31 004 407 087

Contract for delivery of services

At 57 Skyring Terrace, Newstead, QLD 4000

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1. Preamble

This document is an agreement between Hertz Australia Pty Ltd ("Hertz") and the Customer (Body Corporate for Quay Waterfront Newstead) for the implementation of Hertz's car share service.

Hertz is currently operating under the brand name of "Flexicar" in Melbourne for its dedicated car share service.

For the purposes of this document:

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

"Building Manager" means the individual appointed by the Customer to manage maintenance and access to the Development.

"Confidential Information" means

- (a) the following information, regardless of its form and whether the Customer becomes aware of it before or after the date of this agreement:
 - (i) all information relating to Member's details and personal information; and
 - (ii) all other information treated by Hertz as confidential;

except information:

- (b) the Customer creates (whether alone or jointly with any third person) independently of Hertz; or
- (c) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Customer or any of its permitted discloses).

"Agreement" refers to this document.

"Customer" refers to the party who will be maintaining the relationship with Hertz any point in time.

"Development" refers to the property listed in section 2.

"Member," unless stated otherwise, refers to any person or company registered as a member with Hertz and living or working in the development. All Members are bound by the Flexicar terms and conditions as updated by Hertz from time to time. As at the date of this agreement, the Flexicar terms and conditions are as set out in Annexure 1.

"month" refers to a calendar month.

"pod" refers to the designated bay or bays for a particular vehicle or vehicles.

"Flexicar" refers to Hertz's car share service.

"Minimum Revenue Guarantee" refers to the minimum amount of revenue received by Hertz per calendar month for each vehicle.

Any prices quoted in this document are reliant on the vehicles listed in this document and are subject to change if vehicle type changes.

All prices and fees quoted in this agreement are excluding GST where applicable unless otherwise stated.

2. Property Details

Name of development:

Address: 57 Skyring Terrace, Newstead, QLD 4000

Approximate date of completion: February 2024

Number and type of residential units: 143

Commercial (or other) units: 1 cold shell retail space (no car share access)

Total number of car parks in development: Approximately 240; 1 office lot (car share access permitted)

Number of cars required of Hertz: 1

Hertz will provide the Customer with proposed signage & information boards and suggested line marking that clearly distinguishes Hertz parks and that these parks are for the exclusive use of Hertz. The Customer will review the proposed signage and line marking for approval, with approval not to be unreasonably withheld or delayed.

All signage will be provided, installed, and paid for by Hertz.

Line marking will be provided, installed, and paid for by the Customer.

The onsite Hertz vehicles are for the exclusive use of Members who are occupants of the Development.

The Customer must ensure that the body corporate rules for the Development and any other rules which the Customer applies to the Development are consistent with Hertz's requirements as specified in this agreement, including the requirement under clause 4 for parking bays to be allocated for use by Hertz.

3. Fleet Details

Car types to be provided by Hertz

Upon full roll out, there will be 1 Vehicles in the Development. These will consist of:

Prestige Compact – Audi Q2 or similar

With permission from the Customer, Hertz may alter these vehicles in order to provide better service for Members or in line with Hertz's operational requirements.

Vehicle Type – Prestige (Audi Q2 or similar)

The primary vehicles at this Development will not display Flexicar branding.



Example of vehicle type

Rollout

Hertz will provide 1 vehicles on a date agreed with the Customer.

Car park allocation

The vehicles must be placed in the bays marked in Annexure 2.

Any access cards (or similar) required for the vehicles to leave/enter the parking area must be supplied by the Customer.

<Development name>

Terms of Agreement Page 5

Maintenance, damage, and cleaning

Hertz is entitled to access the vehicles for routine cleaning and maintenance on location, as well as emergency cleaning and maintenance. The Customer will supply access cards (or similar) so that Hertz staff and maintenance contractors can access the vehicles as needed. Hertz staff and maintenance contractors will require a minimum of one access card.

Routine and emergency cleaning/maintenance

Hertz is responsible for all cleaning and maintenance. Hertz's schedule of cleaning and maintenance consists of:

1. Cleaning and routine maintenance of each vehicle must be done on site fortnightly. Cleaning must be pre-booked by Hertz staff at least 2 weeks prior to the cleaning date.
2. Cleaning and maintenance may take place between the hours of 6:00 AM and 4:00 PM Monday-Friday (excluding public holidays).
3. Regular maintenance must be in line with manufacturer specifications. This will require the vehicle to be removed from the Development for up to 1 day.
4. Emergency maintenance may take place on site between 9:00 AM and 5:00 PM, 7 days a week in order to ensure a car is available for an upcoming booking.

Damage process

The Customer acknowledges and agrees that minor cosmetic damage (scratches, small dents) may occur from time to time and Hertz is not able to control this.

1. It is at Hertz's discretion as to when to remove a vehicle for repair due to minor cosmetic damage. When Hertz removes a vehicle for repair, the vehicle may not be available for up to 7 days.
2. Major cosmetic damage (large dents) must be addressed by Hertz within 2 weeks of Hertz receiving notice of the damage from the Customer or otherwise becoming aware of the damage.

This may result in the vehicle being removed for up to 14 days.

3. If Hertz is unable to have the vehicle repaired within 7 days of removing it for repair (or if the vehicle is declared a "write off"), Hertz will provide a temporary alternative vehicle from the 8th day following removal of the vehicle until the vehicle is returned or replaced (up to a maximum of 4 weeks). Although every effort will be made to ensure the temporary vehicle is similar in terms of agreed upon model and branding, the model and branding scheme of the temporary vehicle is up to the discretion of Hertz and may not be in line with agreed upon model and branding.
4. The Customer must promptly notify Hertz of any damage to the vehicles of which the Customer becomes aware.

Third parties who may enter the Development for maintenance/cleaning work on vehicles:

The Customer acknowledges that other than Hertz staff, third parties may enter the Development from time to time on behalf of Hertz for cleaning and maintenance related duties. These parties (and any other third parties) may only enter the Development if approved by the Building Manager, with the Building Manager to have the right to deny, or request any third party to leave the Development, at its absolute discretion. Third parties with ongoing permission from the Building Manager include:

1. Toombul Road Paint & Panel Pty Ltd
37 Toombul Road, Northgate QLD 4013
ABN 79 463 412 487
 - a. Toombul Road Paint & Panel is a preferred smash repairer for Hertz. In the event that a vehicle needs to be repaired, Hertz relies on Toombul Road Paint & Panel to retrieve the vehicle and take it to their workshop.

2. RACQ
2649 Logan Road, Eight Mile Plains QLD 4113
ABN 72 009 660 575
 - a. RACQ are roadside assistance providers for Hertz. They attend vehicles for emergencies such as flat batteries, flat tyres, and mechanical issues.

3. Hertz Car Rental Brisbane Airport
Airport Drive, Brisbane Airport QLD 4008
ABN 31 004 407 087
 - a. Hertz Car Rental Brisbane Airport supplies staff for regular cleaning and maintenance of the vehicles. Staff will require access to the vehicles for these purposes, as well as for retrieving the vehicles for off-site repair, maintenance, or servicing.

4. Australia Wide GPS & radio Installations Pty Ltd
ABN 78 606 121 037
 - a. These technicians are Hertz's dedicated installers in Queensland and are relied upon to install and service the car share hardware in vehicles.

The Customer acknowledges that these third parties are subject to change. Hertz will provide written notice of a permanent change in third party contractor.

The Customer acknowledges that Hertz employees will require access to the vehicles and the Customer and Building Manager must grant access to the Development to any Hertz employee at any time.

Hertz employees and third-party service providers must make a booking on a vehicle prior to attending to it, except for in the situation outlined below. Hertz will supply the details of any information on employee or third-party service provider bookings to the Customer on request.

Hertz does not need to book a vehicle for emergency situations whereby a Member contacts Hertz to report a mechanical and/or electrical failure of a vehicle, Hertz or a third party service provider may attend to the vehicle immediately in order to fix the problem for the Member.

4. Performance

Term of agreement

The initial term of this agreement starts on the date the vehicles are delivered and ends 12 months after this date ("Initial Term").

Following the Initial Term, the Customer and Hertz may agree in writing to renew for a further 12-month period ("Renewal Term") by issuing an amendment to this Agreement. Following each Renewal Term, the Customer and Hertz may agree in writing to renew for further 12-month periods by issuing amendments to this Agreement.

Liability and indemnity

No exclusion or limitation

- (a) To the extent that the Customer acquires goods or services from Hertz as a consumer within the meaning of the Australian Consumer Law, the Customer may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.
- (b) Nothing in this clause 4 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any term of this agreement to be void,("Non-excludable Obligation").

Exclusion of implied obligations

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under this agreement.

Limitation of liability

- (a) Except in relation to Non-excludable Obligations, Hertz's liability to the Customer arising directly or indirectly under or in connection with this agreement or the performance or non-performance of this agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

- (i) Hertz will have no liability whatsoever to the Customer for any loss, harm, damage, cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
 - (ii) the aggregate of Hertz's liability to the Customer is otherwise limited to an amount not exceeding the monthly payment for the vehicles paid by the Customer under this agreement.
- (b) In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Hertz's liability is not limited under this agreement), Hertz liability to the Customer for a failure to comply with any Non excludable Obligation is limited to:
 - (i) (in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Obligations of the Customer:

The Customer must provide one vehicle spaces for Hertz vehicles at no cost to Hertz. Parking bays are set as per the location marked in Annexure 2.

The Customer must provide Hertz with reasonable assistance in promotion, signup and other marketing as outlined in clause 5 (Promotion and signup) of this agreement though at no cost to Hertz.

Security on the Development

The Customer will have full responsibility for the security of the vehicles while they are located at the Development. The Customer must secure the Development by the use of any access cards (or similar) or by using other reasonable means of security.

Insurance

The Customer must hold and maintain all necessary insurance policies (including but not limited to public liability insurance) throughout the term of this agreement from the day

Hertz provides the vehicles to the Customer and will be liable for any claims during the contracted period even if lodged after conclusion of the agreement.

Indemnity

The Customer must indemnify Hertz against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Hertz) that Hertz may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this agreement by the Customer including, but not limited to, a breach in respect of which Hertz exercises an express right to terminate this agreement; or
- (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Customer or its officers and employees.

Obligations of Hertz:

Operations

1. Cleaning and maintenance must be performed in accordance with maintenance, damage, and cleaning section above.
2. Hertz is responsible for ensuring that cars are registered and roadworthy.

Scale down/scale up

Scale down

Either party may request that one or more of the vehicles be permanently removed from the Development after the initial term has concluded.

If either party requests that one or more vehicles be removed, Hertz will review the utilisation records and if Hertz determines upon review of the utilisation records for a vehicle that the vehicle is significantly under-utilised for a period of three consecutive months, such that its usage could be fulfilled by the other vehicles, Hertz will remove the vehicle from the Development within 28 days of the review.

Hertz will not permanently remove any vehicles within the first 6 months after the rollout of any new vehicles in the case of a scale up.

Scale up

The Customer may, at any time during the initial term or thereafter, request that Hertz provide one or more additional vehicles.

Hertz may agree to provide additional vehicles if:

1. the utilisation of the entire fleet is such that Hertz considers that another vehicle is required to meet demand during peak periods;
2. full roll out has been achieved; and
3. there is no overdue money owing to Hertz by the Customer.

The criteria listed above must be met before Hertz will consider a request from the Customer for additional vehicles. The decision to provide additional vehicles to the Customer will be at the absolute discretion of Hertz.

Hertz may suggest that additional vehicles be provided, and will provide such vehicles if agreed by the Customer.

If the parties agree that additional vehicles will be provided, additional parking bays must be allocated and marked by the Customer within 28 days of the agreement to scale up. Hertz will deliver the additional vehicles and signage within 28 days of the agreement to scale up, but not before the installation of any additional parking bays.

Termination

Termination may occur if:

1. This agreement will automatically terminate if the parties agree to permanently remove all Hertz vehicles from the Development.
2. A party may terminate this agreement with immediate effect by giving notice to the other party if:
 - a. that other party breaches any provision of this agreement and fails to remedy the breach within 28 days after receiving notice requiring it to do so; or
 - b. that other party breaches a material provision of this agreement where that breach is not capable of remedy.
3. After the Initial Term, Hertz or the Customer may at any time, for any reason and in its sole discretion, terminate this agreement by providing 30 days written notice to the other party.

Notification of events

Each party must notify the other party immediately if:

- (a) there is any change in the direct or indirect beneficial ownership or control of that party;
- (b) that party disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
- (c) that party ceases to carry on business;
- (d) that party ceases to be able to pay its debts as they become due;

- (e) any step is taken by a mortgagee to take possession or dispose of the whole or part of that party's assets, operations or business;
- (f) any step is taken to enter into any arrangement between that party and its creditors; or
- (g) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of that party's assets, operations or business.

Accrued rights and remedies

Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

5. Promotion and Member signup

Hertz will provide an avenue for new Members to register with the service. The processing and management of these Members must be done by Hertz.

Promotion must be up to the Customer, using marketing material provided by Hertz. Hertz must make available to the Customer electronic and/or flyers for the Customer to use in advertising the service to their tenants. All marketing material must be approved in advance by Hertz.

In house signup (where applicable)

Although potential Members will have the option to sign up directly with Hertz staff, in house sign up will occur whereby:

1. Hertz will train admin staff (where applicable) in promoting the Flexicar product to potential Members as well as instigating the preliminary sign-up process for new Members.
2. Admin staff will perform preliminary sign-up by explaining the service to the potential Member, then inviting them to a faculty/department account using the inbuilt system online.
3. Hertz will provide information to admin staff to be given to new Members upon preliminary activation. More information documents (physical or electronic) will be sent within 1 week of request from the Customer.
4. Hertz is responsible for further screening, processing, and management of preliminarily activated Members.

Privacy

In this clause:

"Personal Information" means personal information (as defined in the *Privacy Act 1988* (Cth)) held by the Vendor.

"Privacy Law" means:

- (a) the *Privacy Act 1988* (Cth);
- (b) the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth); and
- (c) any other statute, regulation or law in Australia or elsewhere relating to the protection of Personal Information that must be observed by Hertz or the Customer.

The Customer must:

- (a) comply with Privacy Law in relation to Personal Information collected by the Customer on behalf of Hertz;
- (b) use Personal Information held or controlled by it in connection with this agreement only for the purposes of meeting its obligations under this agreement;
- (c) take all reasonable steps to ensure that Personal Information in its possession or control in connection with this agreement is protected against loss or unauthorised access, use, modification or disclosure; and
- (d) co-operate with any reasonable demands or inquiries made by Hertz as a result of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request from Hertz to comply with a guideline concerning the handling of Personal Information.

6. Member Obligations, Billing and Reporting

All Members are required to:

1. Submit their details into the electronic form for return to Hertz for processing.
2. Abide by Hertz's and Flexicar's standard terms and conditions (attached) for all aspects of their membership, barring any special terms and conditions superseded by this document.

Billing & Reporting

All prices and fees detailed are excluding GST where applicable unless otherwise stated.

The Customer must not charge Members any fee for using the Hertz vehicles parked in the Development. The Members must pay Hertz the advertised rates as set by the rate plan chosen at time of account creation..

The Customer agrees to guarantee a minimum revenue per calendar month per vehicle of \$1300 AUD (exc GST). The examples and figures below are illustrative only and do not reflect actual costs.

Revenue Guarantee example 1:

Car A earns \$750AUD of actual revenue during June.

Car B earns \$1000AUD of actual revenue during June.

Car C earns \$900 of actual revenue during June.

If the revenue guarantee is \$1000AUD/car/month so \$3000 total for June.

Total actual revenue earned across all three vehicles (\$750+\$1000+\$900) is \$2650.

The Customer pays Hertz the remaining \$350AUD top up figure for June.

Revenue Guarantee example 2:

Car A earns \$1200AUD of actual revenue during July.

Car B earns \$1000AUD of actual revenue during July.

Car C earns \$800 of actual revenue during July.

If the revenue guarantee is \$1000AUD/car/month so \$3000 total for July.

Total actual revenue earned across all three vehicles (\$1200+\$1000+\$800) is \$3000.

The Customer and Hertz do not exchange any fees for July

Revenue Guarantee example 3:

Car A earns \$1500AUD of actual revenue during August.

Car B earns \$1000AUD of actual revenue during August.

Car C earns \$1200 of actual revenue during August.

If the revenue guarantee is \$1000AUD/car/month so \$3000 total for August.

Total actual revenue earned across all three vehicles (\$1500+\$1000+\$1200) is \$3700.

The revenue over the minimum revenue guarantee is \$700. As revenue is greater than the guarantee amount there is no extra payment this Quarter. The Customer has \$350AUD credit to use within the next 12 months.

Hertz will invoice the Customer at the beginning of each month for the previous month if there is any revenue top up payment required, based on the usage and revenue report for the previous month.

The Customer must pay this via electronic funds transfer to Hertz as indicated on the invoice by the due date, 30 days from receipt of the invoice.

The Minimum Revenue Guarantee is to be reviewed every 6 months to keep it in line with Hertz' costs in supplying the vehicles and services.

Reporting

Each month Hertz will collate a usage and revenue report for the Customer on each of the vehicles in the Development. This report will show membership numbers within the development as well as hire details and revenue generated. Toll fees, fines and penalties are not included as part of revenue generated as they are passed on directly to the members. Revenue reported on that will be used to calculate the performance of the vehicles will be hire fees plus and related surcharges such as vehicle type surcharge and excess kilometres surcharge.

7. Miscellaneous

Alteration

This agreement may be altered only in writing signed by each party.

Approvals and consents

Except where this agreement expressly states otherwise, a party may, in its absolute discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

Assignment

The Customer must not sell, assign, encumber, charge, create any security interest in or otherwise deal with the vehicles, except with the prior written consent of Hertz.

Costs

Each party must pay its own costs and expenses of negotiating, preparing and executing this agreement.

Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

Counterparts

This agreement may be executed in any number of counterparts.

No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

Entire agreement

This agreement and the documents referred to in this agreement constitute the entire agreement between the parties in connection with its subject matter and supersede all previous agreements or understandings between the parties in connection with its subject matter.

Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

Confidentiality

Use and disclosure

The Customer:

- (a) may use Confidential Information only for the purposes of this agreement; and
- (b) must keep confidential all Confidential Information except:
 - (i) for disclosure permitted under clause 7; and
 - (ii) to the extent (if any) the Customer is required by law to disclose any Confidential Information.

Permitted disclosure

The Customer may disclose Confidential Information to persons who:

- (a) have a need to know for the purposes of this agreement (and only to the extent that each has a need to know); and
- (b) before disclosure:
 - (i) in the case of the Customer's officers and employees, have been directed by the Customer to keep confidential all Confidential Information; and

- (ii) in the case of other persons approved in writing by Hertz, have agreed in writing with the Customer to comply with substantially the same obligations in respect of Confidential Information as those imposed on the Customer under this agreement,

(each a "Direction").

Obligations

The Customer must:

- (a) ensure that each person to whom it discloses Confidential Information under clause 7 complies with its Direction; and
- (b) notify Hertz of, and take all steps to prevent or stop, a suspected or actual breach of a Direction.

Disclosure by law

If the Customer is required by law to disclose any Confidential Information to a third person (including, but not limited to, government) the Customer must:

- (a) before doing so:
 - (i) notify Hertz; and
 - (ii) give Hertz a reasonable opportunity to take any steps that Hertz considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of Hertz.

Governing law and jurisdiction

This agreement is governed by the Law of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

8. Signing page

Date:

Executed by Body Corporate for Quay Waterfront Newstead in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Executed by Hertz Australia Pty Ltd ABN 31 004 407 087 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



9. Annexure 1: Terms & Conditions

Refer to Member Terms on www.flexicar.com.au for most recent Terms and Conditions.

10. Annexure 2: Detailed map of XXXXXX parking

The cars share bays must be at this location.

<INSERT DETAILED MAP/DIAGRAM OF CARPARKING LEVEL>

PART A - STATUTORY DISCLOSURE

PROPOSED ELECTRIC VEHICLE CHARGING AGREEMENT

Comprising:

1. Terms and conditions - General;
2. Terms and conditions - CaaS;
3. Terms and conditions - Order Qualifications;
4. Electric Vehicle Charging Proposal;
5. Chargefox Network Terms & Conditions;
6. Chargefox Privacy Policy; and
7. Site Host Terms and Conditions.

(follows this page)

1 THIS AGREEMENT

- (a) This agreement consists of:
 - (i) the Order Qualifications;
 - (ii) the CaaS Terms;
 - (iii) these General Terms; and
 - (iv) the Order.
- (b) In the event of any inconsistency between the documents in clause 1(a), the documents will prevail over each other in the order in which they are listed in clause 1(a).

2 APPLICATION

- (a) The Customer agrees to be bound by the terms of this agreement when it:
 - (i) accepts any Quote; or
 - (ii) where a Quote has not been issued by JET Charge, issues JET Charge with a Purchase Order.
- (b) No other terms or conditions apply in connection with any Quote, Purchase Order or the provision of any Supplies. JET Charge does not agree to be bound by any additional or different terms or conditions proposed by the Customer, whether or not contained in any of the Customer's purchase orders or other business forms, or on the Customer's website, and this agreement will always prevail over any such terms or conditions, unless the parties expressly acknowledge this agreement and specify that this agreement does not apply.

3 PRICING AND ORDERING

- (a) Unless otherwise agreed by the parties in writing:
 - (i) a Quote is valid for 30 days from the date of that Quote;
 - (ii) all prices are quoted in Australian dollars;
 - (iii) all prices are quoted on an Ex Works basis (EXW) (Incoterms 2020); and
 - (iv) the Fees are based on the cost of labour and materials as at the date of the Quote and are subject to variation in accordance with clause 5(d).
- (b) Once a Quote or Purchase Order has been accepted in writing, that Quote or Purchase Order may not be varied other than in accordance with this agreement.

4 SUPPLIES

- (a) JET Charge agrees to provide the Supplies on the terms of this agreement.
- (b) JET Charge must:
 - (i) perform its obligations under this agreement with due care and skill in a manner consistent with applicable industry standards;
 - (ii) maintain appropriate resources (including personnel) to provide the Supplies;
 - (iii) take out and keep current the insurance policies as specified in the Quote, and if not specified, workers' compensation insurance as required by law, and public liability insurance with a coverage of no less than \$10 million; and

(iv) comply with all Laws and maintain all authorisations and licences in respect of the performance of its obligations under this agreement.

(c) The Customer must comply with all Laws and maintain all authorisations and licences in respect of the performance of its obligations under this agreement.

(d) JET Charge will provide the Supplies in a timely manner and in accordance with any program for the provision of the Supplies set out in the Quote or otherwise agreed in writing between the parties to achieve the Date for Completion.

(e) JET Charge will be entitled to an extension of time to the Date for Completion where it is delayed by an event, circumstance or matter beyond its reasonable control, including:

- (i) a breach of this agreement by the Customer or any acts or omissions of the Customer, the Customer's Representative or the Customer's Users;
- (ii) industrial conditions and disputes;
- (iii) inclement weather;
- (iv) Variations;
- (v) Provisional Sum Works;
- (vi) delays or directions by Authorities or third party suppliers or service providers;
- (vii) Force Majeure Event; or
- (viii) Latent Conditions.

(f) This extension of time will be for a reasonable period not less than the duration of the period of actual delay.

(g) Where there has been an extension of time under clause 4(e) for a delay caused by the events referred to in clause 4(e)(i) or 4(e)(iv), the Customer will pay to JET Charge such costs as are necessarily incurred by JET Charge by reason of the delay, including storage costs.

(h) Nothing in this clause will:

- (i) oblige the Customer to pay extra costs for delay or disruption which have already been included in the value of a Variation or any other payment under this agreement; or
- (ii) limit the Customer's liability for damages for breach of contract.

5 SCOPE OF SUPPLIES

- (a) The parties may request a change to the Supplies where:
 - (i) in the case of the Customer, the requested change does not go beyond the general scope of this agreement; and
 - (ii) in the case of JET Charge, if a change in Law or any other event beyond the control of JET Charge necessitates a change to the Supplies,

(Variation).

- (b) If a change in Law or any other event beyond the control of JET Charge necessitates a change to the Supplies, JET Charge must provide details of the extent to which the Supplies need to change and seek the Customer's approval to the change in Supplies. For the avoidance of doubt, the approval of the Customer is not required to entitle JET Charge to an extension of time in accordance with clause 4(e). The Customer must approve or reject the change within 10 Business Days of receipt of JET Charge's notice. If the

Customer rejects the change, JET Charge is not required to change the Supplies to accommodate the change in law or other event and may, at its discretion, terminate this agreement immediately.

- (c) Where a change to the Supplies is requested by the Customer under clause 5(a) or approved by the Customer, including under clause 5(b), JET Charge will be entitled to an adjustment of the Fee in accordance with clause 5(d).
- (d) The value of a change to the Supplies or an extension of time which entitles JET Charge to an adjustment of the Fees or compensation will be determined by JET Charge. In determining any deduction to be made for Works which are taken out of this agreement, the deduction will include a reasonable amount for profit but not overheads. If the valuation relates to extra costs incurred by JET Charge, the valuation will include a reasonable amount for overheads and profit.
- (e) The Customer may direct JET Charge to undertake Provisional Sum Works. Promptly upon becoming aware of any difference between the cost of such works or items and the cost provided under the relevant Quote, JET Charge may provide an estimate of that difference. Upon agreement of that difference, JET Charge must undertake the Provisional Sum Works and the amount of the difference will be added to or deducted from the Fees.
- (f) If the Customer considers that suspension of the whole or part of the Works is necessary, the Customer Representative may direct JET Charge to suspend the progress of the whole or part of the Supplies as necessary.
- (g) Unless the suspension is due to an act or omission of JET Charge, if the suspension causes JET Charge to incur costs that would not otherwise have been incurred but for the suspension, the difference will be added to the Fees.

6 INVOICING AND PAYMENT

- (a) The Customer must pay the Fees and any other amounts owing under this agreement in accordance with this agreement.
- (b) For all Supplies other than CaaS Services, JET Charge will deliver an invoice to the Customer:
 - (i) on acceptance of the Quote, for 35% of the Fees;
 - (ii) for supply of Hardware, as applicable, when the hardware is delivered in accordance with clause 8(a);
 - (iii) on completion of any milestone set out in the Quote and, where no such milestone has been set out, at the end of each calendar month, for Supplies provided, and any other amounts payable under this agreement, in that calendar month; and
 - (iv) on Completion or when the Supplies have been terminated earlier in accordance with this agreement, the balance of the Fees and any other amounts payable under this agreement.
- (c) Upon receipt of an invoice from JET Charge, the Customer must pay the amounts set out in that invoice no later than 14 days from the date of the invoice unless otherwise agreed by the parties in writing. Any amounts paid are non-refundable.
- (d) If any invoiced amounts or any other amounts that become payable under this agreement are not received by JET Charge when due:

- (i) JET Charge may suspend provision of the Supplies pending full payment of such invoice;
 - (ii) the Customer authorises JET Charge to enter any location where the Supplies are located to retake possession of the Supplies without liability for trespass or damage; and
 - (iii) JET Charge will be entitled to charge interest on the unpaid amount from the due date until the date it is paid, at the rate of 6% per annum. JET Charge may also charge all or part of the costs incurred in collecting amounts due for payment, including reasonable legal fees, court costs, and associated expenses.
- (e) Unless otherwise agreed in writing, all fees are to be paid in AUD. The Customer indemnifies JET Charge against any loss incurred by JET Charge as a result of a payment from the Customer being in any currency other than AUD.

7 TAXES

- (a) Unless expressly stated otherwise, prices provided by JET Charge under or in connection with this agreement are exclusive of all Taxes and the Customer will not be entitled to any additional payment from JET Charge on account of any liability for Taxes incurred in connection with this agreement.
- (b) If JET Charge is required by Law to make a deduction or withholding for or on account of any Taxes from a payment, no additional payment will be made to the Customer.

8 HARDWARE

- (a) Except as otherwise agreed in writing all Hardware will be delivered EXW (Incoterms 2020) at a warehouse of JET Charge's choosing.
- (b) JET Charge will notify the Customer when the Hardware is ready for delivery. Unless mutually agreed upon, delivery dates are approximate and are based upon prompt receipt of all necessary information from the Customer.
- (c) Title to any Hardware (other than CaaS Equipment) passes to the Customer free of any encumbrances on payment in full in respect of that Hardware and title to any replacement parts or Hardware (other than in respect of CaaS Equipment) passes to the Customer free of any encumbrances on the date of replacement.
- (d) Except as otherwise agreed in writing, risk in any Hardware passes to the Customer immediately after JET Charge delivers that Hardware in accordance with clause 8(a), and risk in any replacement parts or Hardware passes to the Customer on the date of replacement.
- (e) Until title passes to the Customer in accordance with this agreement, the relationship of the Customer to JET Charge will be fiduciary and the Customer holds the Hardware (other than CaaS Equipment) as bailee for JET Charge and must:
 - (i) store the Hardware in such a way that they can be identified as the property of JET Charge;
 - (ii) if the Hardware is mixed with goods or other property of the Customer, that property will become the sole and exclusive property of JET Charge;

- (iii) upon resale of the Hardware or sale of any product referred to in clause (ii), the Customer must account immediately to JET Charge for the proceeds of such resale or sale;
 - (iv) not allow any security interest to arise in respect of the Hardware unless JET Charge has perfected its purchase money security interest.
- (f) By placing an Order for any Hardware (other than CaaS Equipment), this agreement creates a purchase money security interest (as that term is defined in the PPSA) in that Hardware and proceeds of sale of that Hardware. The Customer must do all things reasonably required by JET Charge to register and perfect that interest. The Customer waives its right under the PPSA to receive a copy of any verification statement or financing change statement (as defined in the PPSA).

9 SITE

- (a) The Customer must on or before the Access Date and until Completion, provide sufficient access to the Site to allow JET Charge to provide the Supplies.
- (b) JET Charge acknowledges that the Customer's Users may have access to the Site subject to:
 - (i) them complying with JET Charge's reasonable requirements in respect of Site induction and Site safety; and
 - (ii) the Customer or the Customer's Representative giving reasonable notice of any Customer's User seeking to enter that part of the Site.
- (c) JET Charge will not be liable for any Loss in respect of the Site (including damage to pathways, driveways and concreted, paved or grassed areas, ceiling tiles and panels, face brickwork and rendered masonry services) unless due to the negligence of JET Charge.
- (d) If any failure by the Customer to comply with its obligations in clause 9(a), or any act or omission of any of the Customer's Users, causes JET Charge to incur Loss that would not have been incurred but for the failure to comply or but for the act or omission, the amount of that Loss will be added to the Fees.

10 LATENT CONDITIONS

- (a) JET Charge, upon becoming aware of a Latent Condition while providing the Supplies, will give the Customer written notice of the general nature of the Latent Condition.
- (b) If required by the Customer, JET Charge will, as soon as practicable, give the Customer a written statement of:
 - (i) the Latent Condition encountered; and
 - (ii) the additional work, resources, time and cost which JET Charge estimates to be necessary to deal with the Latent Condition.
- (c) The effect of the Latent Condition will be deemed a Variation under clause 5, priced to include JET Charge's costs for complying with clause 10(b).

11 CARE OF THE WORKS

- (a) JET Charge must:

- (i) take reasonable measures to protect people and property;
 - (ii) avoid unnecessary interference with the passage of people and vehicles; and
 - (iii) prevent nuisance and unreasonable noise and disturbance.
- (b) Until Completion, subject to clause 18, JET Charge will be liable for all loss or damage to any Constructional Plant and temporary works required in providing the Supplies, except:
- (i) as otherwise specified in this agreement;
 - (ii) loss or damage caused by any act or omission of the Customer or the Customer's Users;
 - (iii) loss or damage caused by use or occupation by the Customer or the Customer's Users of any part of the Site; and
 - (iv) loss or damage caused by defects in the design of the work under this agreement other than a design provided by JET Charge.
- (c) JET Charge must inform the Customer immediately of any damage to material or property or any injury or death that occurs in connection with the Supplies.

12 STATUTORY GUARANTEE

If the Customer is a consumer for the purposes of the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), goods or services supplied by JET Charge come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

13 JET CHARGE'S WARRANTIES

- (a) JET Charge warrants to the Customer that the Supplies will be free of defects in material and workmanship for the Warranty Period and in accordance with this clause 13.
- (b) If it is proven to JET Charge's reasonable satisfaction that the defect in the Product or Services provided by Jet Charge is covered by the Warranty, JET Charge's liability will be limited to, at its discretion and to the extent permitted by law:
 - (i) repair or replacement of the relevant Product in whole or in part, or payment for the cost of repairing or replacing the relevant Product;
 - (ii) re-performance of the Services or payment for the cost of having the Services supplied again.
- (c) All Warranties for any Product or Services repaired, replaced or re-performed during the Warranty Period will expire at the same time as the Warranty of the Product or Services as originally supplied.
- (d) The Customer agrees that, unless otherwise agreed in writing by JET Charge, any warranty on third party products is limited to the warranty given by the manufacturer of those products and, to the maximum extent permitted by law, JET Charge gives no additional warranties in relation to them.
- (e) The Warranty does not apply to:
 - (i) normal wear and tear;

- (ii) items normally consumed in operation, such as lamps and fuses;
- (iii) unpaid or partly paid Supplies;
- (iv) defects notified to JET Charge later than 30 days from the discovery of such defect; or
- (v) defects arising out of or in connection with:
 - (1) misuse, abuse, neglect, errors, incorrect storage or transportation, or any other act or omission of or by any person other than JET Charge or its approved service providers;
 - (2) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (3) operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
 - (4) JET Charge is not provided with access to telemetry data within 48 hours of a reported fault or failures due to telecommunications networks;
 - (5) improper climate and environmental conditions where the Supplies are used or installed;
 - (6) any Supplies being stored for more than 12 months prior to being put into operation;
 - (7) power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of JET Charge's reasonable control; or
 - (8) a direction from the warranty holder where JET Charge or its approved service provider has recommended to the warranty holder against such direction.
- (f) A warranty exclusion described above may be discovered by the Customer, by the technician in the field or during the repair of the Supplies in the JET Charge repair centre. If that warranty exclusion is confirmed by JET Charge, the logistics, analysis, and associated material, labour and administration costs will be charged to the warranty holder.
- (g) If a warranty exclusion is discovered during the repair, the repair will be stopped, the Customer notified, and when possible, a repair estimate will be provided.
- (h) Due to the evolution of technology, a replacement Supply may not be compatible with the existing installed system. The warranty does not cover any expenses or costs which might be incurred to configure, retrofit or adapt the replacement Supply to the existing installation.
- (i) Except as expressly provided to the contrary in writing by JET Charge, any representation, warranty, condition, guarantee or undertaking that would be implied in relation to these Terms and Conditions or any Supply by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law, including any implied warranties of acceptable quality or fitness for a disclosed purpose. If any statute implies any term, condition or warranty into these Terms and Conditions, and that statute prohibits provisions in a contract excluding or modifying the

application of, exercise of or liability under such a term, condition or warranty, then that term, condition or warranty will be taken to be included in these Terms and Conditions.

14 CUSTOMER'S WARRANTIES

The Customer acknowledges and agrees:

- (a) that JET Charge does not have expertise in the area of fire safety compliance and risk management and that it should not construe the Supplies as advice in respect of fire safety compliance or risk management;
- (b) that it has been afforded the opportunity to obtain independent expert advice relating to fire safety compliance and risk management and that it confirms, by accepting the Quote, that it has fully satisfied itself of the risks in respect of fire safety and the Supplies and is in compliance with all Laws and authorisations in respect of fire safety and risk management; and
- (c) that any information provided by the Customer in respect of fire safety compliance or risk management has not been independently verified by JET Charge or its Representatives and that JET Charge may rely on such information for the purposes of providing the Supplies.

15 INTELLECTUAL PROPERTY

- (a) Unless otherwise expressly stated in this agreement, no Intellectual Property Rights in the Existing Material of either party is assigned or otherwise transferred. Each party (**granting party**) grants to the other party a non-exclusive, non-transferable, royalty free, personal licence during the Term to use the Intellectual Property Rights in the Material of the granting party to the extent required to exercise their rights or perform their obligations under this agreement.
- (b) As between the parties, JET Charge owns all Intellectual Property Rights in and to:
 - (i) any Material provided, created or developed by or on behalf of JET Charge in connection with this agreement; and
 - (ii) any modifications or enhancements to such Material, and the Customer assigns to JET Charge any modifications or enhancements made by or on behalf of the Customer immediately from creation, (**JET Charge IP**).
- (c) Upon payment in full for the Supply, JET Charge grants the Customer a non-exclusive, non-sublicensable, perpetual, irrevocable, royalty free licence to use JET Charge IP solely in order to enjoy the full benefit of the Supplies.
- (d) Except as otherwise agreed in writing by JET Charge, the Customer must not:
 - (i) create derivative works based on, or directly or indirectly derive any income from any JET Charge IP;
 - (ii) access, copy, frame or mirror any JET Charge IP, other than copying or framing on its own intranet or otherwise for its own internal business purposes;
 - (iii) rent, lease, reverse engineer, decompile or disassemble any JET Charge IP; and

- (iv) directly, indirectly or take steps to register or apply for, any JET Charge IP or any Intellectual Property Rights substantially similar to any JET Charge IP.

16 CONFIDENTIALITY

- (a) Subject to clause 16(b), each party agrees to:
 - (i) keep strictly confidential all Confidential Information of or relating to the other, including the existence of such Confidential Information;
 - (ii) use or copy the other's Confidential Information only for the purposes of this agreement; and
 - (iii) ensure that no Representative or other person who has access to the other party's Confidential Information through or on behalf of it will use, copy or disclose the other party's Confidential Information, other than for the purposes of this agreement.
- (b) Each party must, and must ensure that any Representative or other person who has access to the other party's Confidential Information through or on behalf of it (it and each such Representative or person a Disclosing party) will, not disclose any Confidential Information of the other party unless:
 - (i) the Disclosing party is required to do so by Law;
 - (ii) with the prior written consent of the other party; or
 - (iii) as otherwise expressly permitted under this agreement,
 provided that it will take all reasonable steps to:
 - (iv) only disclose that part of the Confidential Information which is required or permitted to be disclosed;
 - (v) as soon as practicable, where the disclosure is required by Law, advise the other party of the requirement placed upon it; and
 - (vi) ensure that any party to whom it discloses the Confidential Information is aware of the confidential nature of the Confidential Information and has agreed to comply with the confidentiality obligations under this agreement.
- (c) Within 10 Business Days of termination of this agreement, each party must return, destroy or permanently de-identify any of the other party's Confidential Information in its possession or control, except to the extent and for so long as that Confidential Information is required to be retained for the purposes of Law, litigation and performance of its obligations under this agreement.

17 PRIVACY

Each party agrees to comply with the *Privacy Act 1988* (Cth) as if it were an entity regulated under that Act.

18 LIMITATION OF LIABILITY

- (a) Subject to clauses 18(b), (c) and (d), the aggregate liability of each party for any Loss of the other party under or in connection this agreement will be the Fees paid to and received by JET Charge in the calendar year prior to the event giving rise to the claim.

- (b) In respect of Supplies other than CaaS Supplies, the limitation in clause 18(a) does not apply to a party's liability for Loss suffered by the other party as a result of:
 - (i) the fraud or negligence of that party;
 - (ii) any breach of Law by that party; or
 - (iii) any death or personal injury,
 where the aggregate liability of each party will be \$10 million.
- (c) JET Charge will not be liable for any Loss as a result of any of the following:
 - (i) breach of this agreement by the Customer;
 - (ii) misuse, abuse, neglect, or any other act or omission of or by any person other than JET Charge or its approved service providers, in respect of the Supplies;
 - (iii) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (iv) operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
 - (v) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
 - (vi) interruptions in wireless or mobile services;
 - (vii) interruptions attributable to unauthorised network intrusions;
 - (viii) interruptions in services provided by any internet service provider; or
 - (ix) lightning, flood, fire, water damage, accidental breakage or any other events outside of JET Charge's reasonable control.
- (d) Except as otherwise specified in this agreement, no party will be liable for:
 - (i) any Loss suffered by the other party to the extent that Loss is as a result of the acts or omissions of that other party; or
 - (ii) any consequential Loss suffered by the other party, including any loss of revenue, profit, anticipated savings or customers, damage to reputation, loss in connection with any other contract, incidental, punitive, exemplary or special Loss, or any loss suffered as a result of business interruption.

19 LIABILITY

- (a) To the extent permitted by law, you will be liable to us and must keep us indemnified against any Loss arising out of any claim or demand against us by you or any other person, which arises from or is connected with any Supply, or your use or anyone else's use of any Supply, unless the Loss is caused by our wilful default, negligence or breach of these Terms or any law.

20 TERMINATION

- (a) A party may terminate this agreement with immediate effect if:

- (i) a material breach of this agreement has been committed by the other party and, where such breach is capable of remedy, that breach has not been rectified within 20 Business Days of receipt of written notice of that breach; or
 - (ii) an Insolvency Event occurs in respect of the other party.
- (b) On termination of this agreement, however terminated:
- (i) the accrued rights and obligations of the parties, including under any Order, will not be affected; and
 - (ii) the Customer must pay JET Charge for all Supplies provided up to the date of termination.

21 DISPUTE RESOLUTION

- (a) If a dispute or difference arises out of or in connection with this agreement (**Dispute**), then either party may give notice to the other party setting out the details of the Dispute and the remedy that the party requires (**Notice of Dispute**).
- (b) Within 5 Business Days of receiving the Notice of Dispute the parties must, by their managers, meet to resolve the dispute (**Initial Conference**). If the dispute has not been resolved within 5 Business Days of the Initial Conference a senior manager of the Customer and JET Charge must meet to resolve the dispute.
- (c) If the parties do not resolve the Dispute within 15 Business Days of receipt of the Notice of Dispute the dispute may be referred to litigation.
- (d) Nothing in this clause 21 will prejudice the right of either party to institute proceedings to seek injunctive or urgent declaratory relief.

22 PUBLICITY

The Customer agrees that JET Charge may identify the Customer as a customer of JET Charge in advertisements, promotional literature, customer lists, and reports to JET Charge’s shareholders. It is further agreed that the Customer may identify to its customers that JET Charge is a supplier to the Customer. The parties otherwise agree that the text of all information concerning this agreement or either of the parties, for inclusion in any written or oral announcement, press release, or other public release of information, must be approved in writing by both parties prior to any disclosure, unless otherwise required by law.

23 FORCE MAJEURE

JET Charge will not be liable for failure to perform or delay in the provision of any Supplies due to (a) fires, floods, strikes, or other labour disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of JET Charge. In the event of the occurrence of any of the foregoing, the time for performance will be extended for such time as may be reasonably necessary to enable JET

Charge to perform. JET Charge may, during any period of shortage due to any of the above circumstances, allocate its available supply of Equipment or Services among itself and its the Customers in such manner as JET Charge, in its sole and exclusive judgement, deems fair and equitable.

24 NOTICES

Notices given in relation to this agreement (including any consents or approvals) shall be in writing and given to its recipient by:

- (i) post to the address advised by the recipient; or
- (ii) email to the email address advised by the recipient, receipt of which in each case will be regarded as received on the second Business Day after sending.

25 GENERAL

- (a) (**Relationship between the parties**) Each party must not represent itself, and must ensure that its Representatives do not represent themselves, as employees or agents of the other.
- (b) (**Subcontracting**) JET Charge may subcontract part of the work under this agreement but subcontracting does not relieve JET Charge from any liability or obligation under this agreement.
- (c) (**Remedies**) Each party acknowledges that, in the event of any breach of this agreement by that party or by any of its representatives, the other party may be entitled to equitable relief, including without limitation, an injunction, in addition to damages.
- (d) (**Severability**) If a provision of this agreement is wholly or partly invalid or unenforceable, the provision or part will be treated as deleted from this agreement without affecting the validity or enforceability of the remaining provisions. The parties shall in this event seek to agree within a reasonable time upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable while maintaining the economic balance between the parties.
- (e) (**Exercise and waiver of rights**)
 - (i) The rights or remedies available to either party are cumulative and do not affect any other right or remedy of that party under this agreement or Law.
 - (ii) Any failure to exercise any right or remedy available to either party, or any partial exercise of any right or remedy does not limit the party's respective rights to exercise that or any other right or remedy.
 - (iii) Any waiver to the terms of this agreement must be done in writing.
- (f) (**Survival**) Clauses 6, 7, 14–21, 24 and 25(c)–25(g) of the General Terms and clauses 4, 5 and 10–12 of the CaaS Terms survive termination of this agreement.
- (g) (**Set off**) JET Charge may set off any amounts payable by the Customer to JET Charge against any amount payable to the Customer by JET Charge. If the Customer suffers an Insolvency Event, JET Charge may set off any amounts the Customer owes JET Charge even if such amounts are not yet due and payable.

- (h) **(Transfer)** No party may assign, novate or transfer any of its rights or obligations under this agreement without the prior written consent of the other party (which will not be unreasonably withheld).
- (i) **(Variation)** Any variation to the terms of this agreement must be in writing and by agreement between the parties.
- (j) **(Counterparts)** This agreement may be executed in any number of counterparts, which has the same effect as if the signatures were on a single copy of this agreement.

26 GOVERNING LAW

- (a) This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia in respect of any proceedings arising in connection with this agreement.

27 ENTIRE AGREEMENT

- (a) This agreement represents the entire agreement between the parties in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to the Supplies. To the extent permitted by law, all implied terms are excluded.
- (b) If any statute implies any term into this agreement, and that statute prohibits the exclusion of that term, then that term will be taken to be included in this agreement. However, the liability of JET Charge for any breach of such a term will be limited, at its discretion and to the extent permitted by law, to:
 - (i) repair, replacement or re-performance of the Supplies in whole or in part; or
 - (ii) payment of the cost of repairing, replacing or re-performing the relevant Supply.

28 DEFINITIONS

A\$, AUD or \$ means Australian dollars.

Access Date means any date by which JET Charge must have access to the Site, as agreed between the parties.

Authority means any government or governmental, semi-government, local government, statutory, public, ministerial, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including distribution services network providers.

Business Day means any day other than a Saturday, Sunday or public holiday observed in Victoria, Australia.

CaaS Equipment means, in respect of an Order, any Hardware specified in that Order that is manufactured by JET Charge and provided on a subscription basis.

CaaS Services means, in respect of an Order, any services in respect of any CaaS Equipment or CaaS System, as specified in that Order.

CaaS System means each energy management system provided by JET Charge in order to provide the CaaS Services, including all support network infrastructure and services supplied by JET Charge, as may be the case from time to time.

CaaS Terms means the provisions set out in the section of this document headed 'Terms and conditions – CaaS'.

Completion means, in respect of any Supplies other than CaaS Supplies, where the Supplies are complete other than for minor defects.

Confidential Information means, in respect of a party, all information (whether oral or written):

- (a) about or in connection with the business or affairs of that party (including that party's or that party's related bodies corporate's operations, administration, finances, customers, contractors or shareholders), disclosed by that party during the course of Discussions, created by that party in connection with the Discussions, or which otherwise becomes known to the other party; or
- (b) designated by that party as being confidential.

Constructional Plant means, in respect of any Supplies other than CaaS Supplies, the equipment, materials, appliances and things used in the execution of the Supplies but not forming part of the Supplies.

Customer means any person that issues a purchase order to JET Charge, or accepts any quotation or proposal issued by JET Charge.

Customer's Users means the employees, officers, agents, tenants and other occupiers and users of the Site or Premises, other than JET Charge.

Date for Completion means any date by which JET Charge must achieve Completion, as agreed in writing between the parties.

Discussions means any discussion between the parties, oral or written, including those discussions prior to the date of this agreement.

EVSE means any equipment or other items in respect of or in connection with the charging of electric vehicles (regardless of whether the vehicle is fully electric or any form of electric hybrid) and any related services or materials, including any hardware, software, firmware, tools, controller modules, cables, connectors, sensors and meters.

EVSE Materials means any documentation, reports, data, diagrams, procedures, plans or other material in relation to any EVSE provided to the Customer by JET Charge.

Existing Material means any Materials that:

- (a) existed prior to the commencement of this agreement; or
- (b) were developed or acquired independently of this agreement.

Fees means the fees for the Supplies as set out in the Quote, as varied in accordance with this agreement.

General Terms means provisions set out in the section of this document headed 'Terms and conditions – General'.

Hardware means, in respect of an Order, any electric vehicle charging stations or other hardware specified in that Order.

Insolvency Event means:

- (c) in relation to a party, any of the following:
 - (i) that party ceases or takes steps to cease to conduct its business in the normal manner;
 - (ii) that party enters into, or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;

- (iii) that party is unable to pay its debts when they are due or is deemed to be insolvent under the *Corporations Act 2001* (Cth);
 - (iv) a liquidator or provisional liquidator is appointed to that party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of that party;
 - (v) an application or order is made or a resolution is passed for the winding up of that party; or
- (d) any act or event analogous or having a substantially similar effect to any of the events specified above.

Intellectual Property Rights means:

- (a) all intellectual property rights throughout the world, including all:
 - (i) rights in relation to inventions, including patent rights and applications;
 - (ii) trade names, brand names and all registered or unregistered trademarks and applications, including service marks;
 - (iii) copyright and analogous rights;
 - (iv) licences;
 - (v) know-how and trade secrets;
 - (vi) proprietary processes and formulae, source and object code, algorithms;
 - (vii) design;
 - (viii) circuit layouts; and
 - (ix) all documentation and media relating to the above, such as, without limitation, manuals and records; and
- (b) moral rights.

JET Charge means JET Charge Pty Ltd ABN 35 600 116 756.

Latent Conditions means physical conditions on the Site and/or its near surrounds, including artificial things, which differ materially from the physical conditions which should reasonably have been investigated by a competent contractor prior to the date of this agreement.

Law means any law, including any regulation, mandatory code of conduct or judgment.

Loss means any loss, damage, liability, expense, payment or cost, including legal and other professional costs on a full indemnity basis.

Materials means any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material, including the EVSE Materials.

Order means:

- (a) the Quote accepted by the Customer, including through the issuance of a Purchase Order referencing the Quote; or
- (b) where a Quote has not been issued by JET Charge, the Purchase Order accepted by JET Charge.

Order Qualifications means the provisions set out in the section of this document headed 'Terms and conditions – Order Qualifications'.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Premises means a premises onto which a piece of CaaS Equipment has been or will be installed.

Product means, in respect of an Order, any hardware, software, CaaS Equipment or other products specified in that Order.

Provisional Sum means any sum or item that has been specified as a 'Provisional Sum' in the Order, or any similar term, including monetary sums, contingency sums and prime cost items.

Provisional Sum Works means any works or items to which a Provisional Sum relates.

Purchase Order means any purchase order, work order or similar document issued by the Customer to JET Charge.

Quote means any the quote or similar document issued by JET Charge to the Customer.

Representative means in respect of a party, any director, officer, employee, contractor, professional adviser or agent of that party or that party's related body corporate.

Services means, in respect of an Order, the installation, maintenance, CaaS Services or other services or works specified in that Order.

Site means the site specified in the Quote.

Supply means any Product or Service.

Tax means taxes, imposts, levies, duties, excise and charges, deductions or withholdings, however described and which are imposed by Law, other than any tax imposed on, or calculated having regard to, net income.

Variation has the meaning given to that term in clause 5(a).

Warranty means the warranty specified in clause 13(a).

Warranty Period means:

- (a) in respect of third party manufacturer branded Hardware, the warranty period specified by the manufacturer;
- (b) in respect of CaaS Equipment, the CaaS Term;
- (c) in respect of any other Hardware:
 - (i) where the warranty period is specified in the Quote, that warranty period; or
 - (ii) where no warranty period is specified in the Quote, three years from installation, or, where the Supply does not include installation, the date of delivery in accordance with clause 8(a); and
- (d) in respect of installation services in respect of Hardware, 12 months from the date of supply.

29 INTERPRETATION

- (a) In this agreement:
 - (i) headings and bold type are for convenience only and are not intended to affect the interpretation of this agreement;
 - (ii) where context requires, words in the singular include the plural, and vice versa;
 - (iii) unless expressly stated otherwise, a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this agreement;
 - (iv) any inclusive language is to be interpreted as without limitation;
 - (v) this agreement is not to be interpreted against the interests of a party merely because that party proposed this agreement or some provision in it or

- because that party relies on a provision of this agreement to protect itself;
 - (vi) any consent or approval that may be provided by a party may or may not be provided at that party's absolute discretion;
 - (vii) a reference to days mean calendar days;
 - (viii) a reference to a document includes all subsequent variations, supplements, replacements or novations of that document;
 - (ix) a reference to a person includes any individual or entity, including partnerships, joint ventures or associations, whether incorporated or unincorporated; and
 - (x) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.
- (b) The terms of the United Convention on Contracts for the Sale of Goods do not apply to this agreement.

1 APPLICATION

- (a) The Customer acknowledges and agrees that it is authorised to accept this agreement as a lawfully authorised representative of the owner of the Premises, or is validly authorised by a lawfully authorised representative of the owner of the Premises to accept this agreement on behalf of the owner of the Premises.
- (b) In addition to clause 2 of the General Terms, the Customer agrees to be bound by these Terms when it:
 - (i) accesses and uses, or allows a third party to access and use, any CaaS Equipment at a Premises; or
 - (ii) uses, browses or accesses, or allows a third party to use, browse or access, any part of any CaaS System.

2 PROVISION AND ACCESS

- (a) JET Charge agrees to provide and the Customer agrees to receive the CaaS Supplies for the CaaS Term, on the terms of this agreement.
- (b) The Customer agrees that JET Charge may enter and remain at the Premises to:
 - (i) conduct site inspections (where required);
 - (ii) deliver and install the CaaS Equipment;
 - (iii) provide the CaaS Services; and
 - (iv) remove and collect the CaaS Equipment,
- (c) in accordance with this agreement.

3 FEES AND PAYMENT

- (a) The Customer must pay:
 - (i) the Subscription Fee;
 - (ii) any termination fees and charges under clause 10; and
 - (iii) any other amounts that become payable under these CaaS Terms,

(Amount Payable) in accordance with this agreement.
- (b) Any Amounts Payable will be calculated on a daily basis and billed monthly.

4 USE OF CAAS SUPPLIES

- (a) The Customer must:
 - (i) keep the CaaS Equipment in good and useable condition at all times (reasonable wear and tear excepted) and promptly notify JET Charge of any repairs which may be required; and
 - (ii) immediately notify JET Charge of any accident or failure with respect to, or arising from, the use of the CaaS Equipment during the Equipment Term.
 - (iii) not repair any damage to or conduct any maintenance of the CaaS Equipment without obtaining JET Charge's prior written permission. JET Charge has the right to nominate the persons to carry out such repairs whether or not it is the responsibility of JET Charge or the Customer, as the case may be.
- (b) If JET Charge considers, acting reasonably, that any usage of any CaaS Supply is:

- (i) unfair, improper, unreasonable or excessive;
- (ii) unethical or contrary to this agreement or any other applicable law or regulation,

JET Charge may immediately suspend or terminate access to any or all CaaS Supplies to any person via remote deactivation or restriction of electricity supply to that equipment, and collect the CaaS Equipment from the Premises, at the cost of the Customer.

- (c) The Customer must ensure that any use of CaaS Supplies by it and any CaaS User complies with all applicable instructions, laws and regulations. In particular, the Customer must ensure that it and any CaaS User:
 - (i) takes reasonable care for its or their health and safety and the health and safety of those around it or them;
 - (ii) does not use or attempt to use the CaaS Supplies or any information, documents or other Materials provided by JET Charge in an unlawful manner, including to infringe the intellectual property rights of JET Charge or any other person; and
 - (iii) complies, as far as reasonably possible, with any reasonable instruction that is given by JET Charge or any other relevant person. This means complying with the relevant EV manufacturer's instructions and any instructions for use of the CaaS Supplies (which may be amended by JET Charge from time to time).
 - (d) The Customer must not use, or attempt to use, the CaaS Equipment for any purpose other than to charge EVs and then only to the extent that the EV is compatible with the CaaS Equipment.
 - (e) The Customer acknowledges that JET Charge is not physically supervising the use of the CaaS Equipment and that the Customer and any CaaS User does so at their own risk.
 - (f) The Customer acknowledges that the CaaS Equipment remains the property of JET Charge at all times and the Customer does not have the right, consent or a licence from JET Charge to remove the CaaS Equipment to another address or location contrary to clause 5(b)(ii).
 - (g) If a Damage Event occurs in relation to any CaaS Equipment, the Customer must notify JET Charge in writing as soon as possible and pay to JET Charge the amount of any Loss suffered by JET Charge.
- ## 5 OWNERSHIP OF GOODS AND RISK
- (a) The Customer acknowledges and agrees that:
 - (i) it has no interest in any CaaS Equipment other than as a bailee;
 - (ii) the CaaS Equipment will at all times be the property of JET Charge and it will not make any claim as to ownership in the CaaS Equipment;
 - (iii) on and from delivery, the CaaS Equipment is in its possession and that the CaaS Equipment will at all times be used, operated and kept at its risk.
 - (b) On and from delivery, the Customer must:
 - (i) not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the CaaS Equipment or any part or parts of the CaaS

- Equipment or with any interest in the CaaS Equipment;
- (ii) keep the CaaS Equipment secure and in its own possession and control and must not remove the Goods or any part or parts of the CaaS Equipment from the place where such CaaS Equipment is located for the time being, namely the address supplied to JET Charge by it, without the prior written consent of JET Charge;
- (iii) not allow any lien to be created upon the CaaS Equipment whether for repairs or otherwise and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect of the Premises and produce all receipts for such payments to JET Charge on demand;
- (iv) not remove or change any name, name plate, identification number, trade mark or any other mark on any CaaS Equipment;
- (v) keep the CaaS Equipment free from distress, execution or other legal process affecting title to, or possession of, the CaaS Equipment; and
- (vi) take all steps as may be necessary to safeguard and protect the title and the rights of JET Charge in each CaaS Equipment, including:
 - (1) not place or permit to be placed any marks on any CaaS Equipment which are inconsistent with the rights of JET Charge in the CaaS Equipment, other than ordinary markings required for safety or regulatory purposes;
 - (2) on occasions where the ownership of any CaaS Equipment is relevant, make clear to third parties that the CaaS Equipment is the property of JET Charge;
 - (3) not do or permit to be done any act, omission or thing which might jeopardise the rights of JET Charge in any CaaS Equipment;
 - (4) defend and keep JET Charge indemnified against all claims and demands made by any third party in respect of any CaaS Equipment, other than claims or demands arising out of the gross negligence or wilful act of JET Charge; and
- (vii) promptly, at its expense, take all necessary action to discharge any interest in the CaaS Equipment prohibited under clause 5.2(a) or (c). If it fails to do so, then at the election of JET Charge:
 - (1) JET Charge may discharge that interest and it must pay to JET Charge, on demand, the amount paid by JET Charge to discharge the interest; or
 - (2) it must pay to JET Charge, on demand, any Loss suffered by JET Charge.

6 PROVISION OF CAAS SYSTEMS

- (a) JET Charge agrees to provide the Customer with access to the CaaS Systems for use in conjunction with, or

- independently of, the CaaS Equipment, subject to and in accordance with this agreement.
- (b) JET Charge reserves the right, at its absolute discretion, to:
 - (i) refuse or suspend access to a CaaS System to any person (including, but not limited to, any person found to be in breach of this agreement); and
 - (ii) change at all times, including after the date which the Customer receives this agreement, the technical elements or characteristics of any CaaS System.
- (c) JET Charge may suspend or reduce the use by the Customer of any CaaS System at any time, without notice, including where:
 - (i) a CaaS System (or one or more of its components) requires maintenance or upgrading;
 - (ii) external factors require the reduction of electricity supply to various charging stations connected to a CaaS System;
 - (iii) access to, and use of, a CaaS System is disrupted or prevented as a result of an event outside JET Charge's reasonable control or for safety reasons.

7 CONTENT OF CAAS SYSTEMS

- (a) Each CaaS System is owned and operated by or on behalf of JET Charge.
- (b) All Intellectual Property Rights in all Content contained in any CaaS System or otherwise provided by JET Charge are owned or licensed by JET Charge.
- (c) The Content in any CaaS System is for general information purposes only. The Customer acknowledges and agrees that, while JET Charge has attempted to provide accurate information through a CaaS System, such information may change frequently and in no event will JET Charge be responsible for the accuracy, usefulness or completeness of the Content in any CaaS System, nor does it warrant that any such Content is the most current version thereof. JET Charge does not warrant or make any representations as to any third party products or services described or referred to in any CaaS System or otherwise. Any use of the Contents by another person or organisation is at the user's own risk.
- (d) The Content in any CaaS System is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content in a CaaS System is not an endorsement of any organisation, product or service.
- (e) JET Charge may modify any information in any CaaS System (including Content) at its absolute discretion for any reason, without notice. All updates and modifications to a CaaS System (including Content) will be subject to this agreement.
- (f) JET Charge's sole obligation in respect of any complaint regarding any Content in any CaaS System, will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

8 ACCESS TO CAAS SYSTEMS

- (a) JET Charge does not warrant that the Customer will have continuous access to any CaaS System. JET Charge will not be liable if a CaaS System is unavailable due to computer

- downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) JET Charge does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
- (c) Whilst JET Charge takes reasonable precautions to protect information transmitted via a CaaS System, JET Charge cannot and does not guarantee the security or confidentiality of these communications or the security of any CaaS System.
- (d) JET Charge does not provide, and has no control over, communications, networks or services, the internet or other technology required or used in respect of any CaaS System and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

9 REGISTERING AN ACCOUNT

- (a) Subject to this agreement or as otherwise authorised by JET Charge in writing, the Customer must:
 - (i) not share its Account with others and must keep its Account details secure; and
 - (ii) immediately notify JET Charge if it becomes aware of any unauthorised use of the Account or the CaaS Supplies.
- (b) If a person other than the Customer accesses its Account, the Customer is responsible for the acts or omissions of that person.
- (c) The Customer warrants that all information and data provided by it in the registration process is accurate, complete and up to date. The Customer will promptly inform JET Charge if there is any subsequent change to this information or data.
- (d) By registering an Account, the Customer warrants that:
 - (i) it is authorised and have full power and capacity to operate and manage the relevant CaaS Supply; and
 - (ii) it possesses the legal authority to access and use the relevant CaaS Supply in accordance with this agreement.
- (e) The Customer agrees that it will be financially responsible for the use of the CaaS Supplies by it and any other CaaS User, and to pay all applicable third party fees in respect of the CaaS Supplies, including for power supply to the CaaS Equipment.
- (f) The Customer must promptly update its account information with any changes to its details, including its email address, mailing address, telephone number and any applicable credit card information.

10 TERMINATION

- (a) The Customer may terminate any Subscription at any time with 20 Business Days written notice.
- (b) JET Charge may terminate any Subscription with immediate effect if:

- (i) any of the events in clause 20(a) of the General Terms occurs;
 - (ii) the Customer breaches these CaaS Terms;
 - (iii) the Customer has acted fraudulently or in breach of any law;
 - (iv) JET Charge is unable to continue to provide the CaaS Services due to legal, regulatory or technical reasons.
- (c) At the termination of the CaaS Term, however ended:
- (i) the Customer must pay for any CaaS Supplies received up to the date of termination, as well as any other fees or charges which the Customer is required to pay under these CaaS Terms; and
 - (ii) if the CaaS Term is less than 12 months, the Customer must pay any fees and charges associated with the removal and collection of any CaaS Equipment, as determined by JET Charge from time to time.
- (d) If JET Charge is unable to remove and collect the CaaS Equipment, other than as a result of an act or omission of JET Charge, it may:
- (i) continue to charge the Subscription Fee;
 - (ii) immediately suspend access to any or all CaaS Supplies to any person via remote deactivation or restriction of electricity supply to that equipment;
 - (iii) take legal proceedings to recover the CaaS Equipment or charge an unrecovered equipment fee for each item which is not returned.
- (e) The termination of this agreement will not affect the rights of either party to recover from the other party any moneys due under these CaaS Terms or in connection with any cause of action, whether by way of contract, tort, indemnity or otherwise.

11 SECURITY INTEREST

- (a) A term contained in these CaaS Terms that is defined in the PPSA (but not otherwise defined in these Terms) has the meaning given to it in the PPSA.
- (b) In consideration for the CaaS Supplies provided to you under these CaaS Terms, you agree:
 - (i) that these CaaS Terms create a security interest and a purchase money security interest (**PMSI**) in all present and after acquired CaaS Equipment and the proceeds of sale of such CaaS Equipment;
 - (ii) to keep all CaaS Equipment free and ensure all CaaS Equipment are kept free of any charge, lien or security interest except as created under these Terms, and not otherwise deal with the CaaS Equipment in a way that will or may prejudice any rights of JET Charge under these CaaS Terms or the PPSA; and
 - (iii) that JET Charge is a secured party and can register its interest on any applicable security interest register. Any costs and expenses associated with JET Charge's protection of its security interest will be a debt due and owing by the Customer.
- (c) If JET Charge has cause to exercise any of its rights under the PPSA, the Customer authorises JET Charge to enter any premises or property without notice and without liability for trespass or damage.

- (d) The Customer waives its right:
- (i) to receive a copy of any financing statement, financing change statement or verification statement that is or may be registered, issued or received at any time; and
 - (ii) under such sections of the PPSA as are able to be waived or excluded by agreement, including the following sections of the PPSA: section 95 (notice of removal of an accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when a grantor may retain an accession); section 123 (right to seize collateral); section 125 (obligation to dispose of or retain collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give notice to the grantor; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

Damage Event means in respect of any CaaS Equipment, an event whereby that CaaS Equipment is:

- (a) damaged, lost, stolen, seized, forfeited, compulsorily acquired or confiscated; or
- (b) in the opinion of JET Charge, destroyed or damaged to such an extent to be beyond economic or financially prudent repair or reinstatement or which renders it permanently unfit for, or incapable of, normal use.

EV means electric vehicle.

Subscription means any subscription to the CaaS Services.
Subscription Fee means the subscription fee in respect of the CaaS Services, as determined by JET Charge from time to time.

12 INFORMATION AND PRIVACY

- (a) The Customer acknowledges and agrees that JET Charge may collect and generate information in connection with the usage of the CaaS Supplies by the Customer. All data which is collected by JET Charge in connection with the provision of the CaaS Supplies, including by any CaaS Equipment or CaaS System, is owned by JET Charge.
- (b) In registering for an Account and using the CaaS Equipment and the CaaS System, the Customer may provide certain personal information to JET Charge. The Customer agrees that any information collected by JET Charge may be accessed or collected for use by JET Charge or any of its related companies or business partners in the course of its business (including direct marketing activities) in accordance with JET Charge's Privacy Policy (available at jetcharge.com.au, as amended from time to time).

13 DEFINITIONS

Account means the account that allows you to use or access any CaaS Equipment or CaaS System.

Account Provider means the provider of the Account.

CaaS Supplies means the CaaS Equipment, CaaS Systems and CaaS Services.

CaaS Term means the period of time commencing from the commencement date agreed between you and JET Charge and ending on the termination date as determined in accordance with clause 10.

CaaS User means any person who uses or accesses any CaaS Supplies.

Content means the information, data, communication, advice, text, trademarks, logos, service names and trade names of JET Charge, images of people or places or other content.

- (a) **(Headworks and utility supply arrangements)** No allowance has been made in the Order for any charges or fees which may be payable to any utility or other service provider for incoming services at the Site such as the power supply, electrical retail metering, telephone or communications connections, which are to be provided at the Customer's cost.
- (b) **(Headworks and utility supply capital works)** Unless specified in the Order JET Charge makes no allowance for Network Authority capital works costs for upgrade of incoming supply to the property, these costs are unknown at time of Order. Pricing will be provided by the relevant utility.
- (c) **(Professional engineering, building surveyors and legal costs)** Unless specified in the Order, pricing does not include engineering, building surveying and legal costs as part of the submission.
- (d) **(Working hours)** All labour allowance is based on normal business hours (Monday–Friday 7:00am–5:00pm) unless specified otherwise in the Order. All prices do not include the carrying out of Supplies on public holidays or times outside of normal business hours.
- (e) **(RCDs)** Where the provision of Supplies will include Residual Current Devices, JET Charge warrants its workmanship for a period of three months and will issue a test certificate showing compliance in accordance with the applicable Australian standards. JET Charge takes no responsibility for any incident that may occur after the installation. The Customer acknowledges that it must conduct regular testing of all electrical appliances and Residual Current Devices in accordance with applicable Australian standards. Such testing will not be undertaken by JET Charge unless specifically stated in the Order. If required, JET Charge can undertake the testing at an additional cost for the Customer. **Residual Current Devices** means electrical safety device designed to immediately switch off supply of electricity when electricity leaking to earth is detected at harmful levels.
- (f) **(Switching, isolation and reconnection)** Unless specifically included in the Order, any switching, isolation and reconnection will be by the Customer or will be an addition to the Fees. This includes isolation and reconnection charges by the network operator, distributor or similar, which will be on-charged to the Customer at cost plus a nominal handling fee.
- (g) **(Maximum demand)** JET Charge reserves the right to change the electrical current setting of the charging stations to suit maximum demand of the property.
- (h) **(Backup generators)** Unless specifically included in the Order, there has been no provision for generators for the use of backup power supplies for isolations of power or tie over of new supply.
- (i) **(Live work)** It is JET Charge policy to only undertake live work, or work near live conductors, where it is lawful and safe to do so. Consideration is given to:
 - (i) compliance with AS/NZS 4836:2001 'Safe Working on Low Voltage electrical installation';
 - (ii) the relevant Commonwealth and State statutory acts and workplace regulations;
 - (iii) JET Charge live work procedures;
- (iv) there being no risk of injury to JET Charge officers, employees, suppliers, agents and subcontractors;
- (v) there being no risk of damage to the installation;
- (vi) there being no risk of unexpected power disconnection.
- (j) Live work, or work near live conductors, may require JET Charge or its subcontractors to disconnect or isolate parts of the installation, or may require working out of hours, for which additional charges may be applicable to be advised to the Customer by JET Charge.
- (k) **(Damage due to isolation of power)** JET Charge will not be responsible if any damage is caused to property or equipment during the isolation of supply. JET Charge will not be responsible for any fees associated with third parties (eg, MFB, Security, HVAC etc) that may be contacted during isolation of power for safe connection of electrical circuits. The Order also does not include the costs of security guards.
- (l) **(EV charging electrical headworks done by others)** JET Charge reserves the right to adjust any pricing applicable to sites where another organisation, unless appointed by JET Charge or a subcontractor of JET Charge, has taken responsibility for the electrical installation up to the point of isolation of the EV charging stations. Before JET Charge come to site, a pre-installation checklist must be completed and signed along with a certificate of electrical safety or any relevant electrical engineering documentation for the works that JET Charge will be connecting to.
- (m) **(Opening or removal of doors, covers and escutcheons on electrical switchboards)** Where providing the Supplies requires JET Charge or its subcontractors to open or remove any doors, covers and escutcheons from electrical switchboards, distribution boards, control panels or similar equipment, JET Charge will remove these only on the strict understanding that all devices, busbars, equipment and wiring that cannot be seen until the doors, covers and escutcheons are removed:
 - (i) are properly secured;
 - (ii) are fitted with all required insulation and this is in good condition;
 - (iii) have all electrical connections properly tightened;
 - (iv) are installed in a safe and proper manner that complies with all safe workplace requirements and applicable Australian standards.
- (n) JET Charge does not accept any liability for any Loss whatsoever arising as a consequence of incidents where such incidents occur through non-compliance by the Customer with this clause.
- (o) **(Asbestos, silica, PCBs and other hazardous substances)** Unless specifically stated in the Order, the Fees are based on the assumption that the Supplies will be provided in an environment free of asbestos, silica, PCB and other hazardous substances. The Customer accepts full responsibility for the resolution of any problems and for any delays and additional costs which may result from the presence of these materials in or about the Site or workplace where the Supplies (or any part thereof) are to be provided or performed.
- (p) **(Excavation)** Where the Order indicates that JET Charge or its subcontractors will undertake excavation work, the Fees

- are based on any soil encountered being rock free, allowing excavation using a standard 1.5 tonne mini excavator or similar backhoe machine with a dig rate of approximately 8m³/hr and that the soil will not require shoring or de-watering and be suitable for backfill. The Customer agrees that all costs for excavating rock, for shoring or for de-watering will be charged to the Customer. No allowance has been made for trenches deeper than 1.2 metres.
- (q) **(Tree removal)** Unless specifically included in the Order, the Fees do not include removal of any trees or vegetation, all trees and vegetation will be at the expense of the Customer.
- (r) **(Archaeological artifacts discovery)** JET Charge makes no allowance for any costs associated with finding archaeological artifacts and assumes no heritage areas.
- (s) **(Relocation of underground and in ground and suspended slab services)** Prior to JET Charge commencing any work the Customer must advise JET Charge of the precise location of all underground or hidden mains and services on the site and clearly mark the same. The mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst JET Charge and its subcontractors will take all care to avoid damage to any underground or hidden services the Customer agrees to indemnify JET Charge in respect of any Loss as a result of damage to services not precisely located and notified as per this qualification.
- (t) **(Directional boring)** All directional boring works carried out by JET Charge must be signed off by the Customer. JET Charge will not be responsible for any damaged caused to services in connection with any directional boring works.
- (u) **(Contaminated soil)** JET Charge will not be responsible for the removal of any contaminated soil. The Customer must advise JET Charge of any previous contaminated soil on the property where the Supplies are to take place.
- (v) **(Harmonics)** Equipment offered as part of the Supplies is standard electrical industry product. Unless otherwise noted, JET Charge has not allowed for specific installations, special electrical product or to modify or augment standard product to achieve any specific harmonic current or harmonic voltage distortion limits.
- (w) **(Power factor correction)** JET Charge makes no allowance for any power factor correction for the Site. JET Charge assumes that the supplied distributor voltage will be as per AS/NZS 3000:2018. Any costs resulting in power factor or voltage optimisation will be at the expense of the Customer.
- (x) **(Builders works)** Unless specifically included in the Order, the Fees excludes any builders work associated with the Supplies, or any costs in connection with the reinstatement of finished surfaces.
- (y) **(Fire sealing)** Unless expressly stated otherwise, the Order does not include fire sealing. JET Charge can arrange for these works at an additional cost to the Customer.
- (z) **(Debris removal)** Allowance has been made to remove our debris to bins onsite provided by others.
- (aa) **(Pricing escalation)** If, during the performance of the contract, the price of materials significantly increases, through no fault of JET Charge, the price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases will be documented through quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of JET Charge, as a result of the shortage or unavailability of materials, JET Charge shall not be liable for any Loss associated with such delay.
- (bb) **(4G reception)** All Fees assume that 4G cellular reception from Telstra is available at the Site or any other location on which Hardware is or will be located. Where such reception is not available, any costs associated with making such reception available will be at the expense of the Customer.

We make charging electric vehicles super easy.



Electric Vehicle Charging Proposal
QUAY Residential Project
EV Charging and Load Management System
November 2023

V2



Project Name: QUAY Residential Project

Address: 57 Skyring Terrace, Newstead QLD 4006

Project No: 23011

EV Charging Proposal v2

JET Charge Pty Ltd

Melbourne - HQ

10/350 Bridge Street

Port Melbourne VIC 3207

Sydney

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1. Introduction

1.1 Project Background

The following section aims to detail the electric vehicle (EV) charging infrastructure design recommendations and estimated costings for the QUAY Residential Project development. Following correspondence with the relevant parties, JET Charge have developed a design solution as per requirements.

1.2 System Requirements

The solutions within this proposal are formulated with reference to the following documentation received and past correspondence –

| Rev | Date | Company | Documentation |
|------------|-------------|----------------|--------------------------------|
| - | - | MIRVAC | EV charger Location Markup |
| 1 | 28.10.21 | EMF Griffiths | Electrical Services Schematics |

- Supply and standard installation of AC smart charging stations (from point of isolation):
 - 1x 22kW 3ph communal charging station
- EV charging system to be capable of dynamic load management
- Allowance for billing functionalities

2. EV Charging System

The following section propose EV charging hardware & software critical for the development including:

- **ChargeMate** as an OCPP compliant hardware with NMI pattern approved metering capabilities.
- **Chargefox** as a station management software platform for billing, visibility, usage reporting and on-going 24/7 driver support call centre
- **CORE** as an agnostic load management system to protect site's electrical integrity.

AC Charging Hardware

ChargeMate

Made in Australia with Australian based engineering support, developed by JET Charge in-house engineers and manufactured in Melbourne. The ChargeMate offers a cost-effective charging option with pattern approved metering in Australia.

- Charge Rate: 7.4/22kW AC
- Charging top-up rate (7.4kW): 30 km/hr
- Charging top-up rate (22kW): 45-90 km/hr
- **Integrated NMI Pattern Approved metering**
- Unit Cost:
 - (i) \$1,650 ex GST non-NMI
 - (ii) \$1,850 ex GST with 1ph NMI meter
 - (iii) \$2,050 ex GST with 3ph NMI meter



2.1 Important note on NMI Pattern Approved Metering Disclaimer

The National Measurement Institute (**NMI**) has confirmed that charging stations are covered under the current *National Measurement Act 1960* (the Act) (more specifically: electric vehicle charging stations used for billing customers for supplied active energy (kWh) measured on AC circuits are currently captured by the requirements for electricity meters under the National Measurement Act 1960 (Cth).

As of **25 May 2022**, NMI have mentioned they are currently not taking enforcement action, but they haven't said what they will do in the future. Installing a charging station with an NMI-approved meter is the lowest risk option, because if in future the NMI begins enforcing again, that charging station will already have an NMI-approved meter.

If the client chooses to install a charging station without an NMI-approved meter, they do so at entirely their own risk, and JET Charge shall not be held liable for any recourse in the future.

Acceptance of this contract quotation is an acknowledgement of the above disclaimer.

Software Components

JET Charge CORE Energy Management System

CORE Load management system is agnostic for cross compatibility with different brands of AC/DC charging stations to ensure the flexibility of hardware selection for current and future expansion. CORE has the capabilities of monitoring MSB, DBEV, and load drawn by each charging station. This is to allow for a holistic load management system for future expansion as required.

- Load manage up to 1000 end points
- Cross compatible with different brands and types of charging stations
- On-going Cost: \$100 per port per year



JET Charge CORE cabinet location is flexible and can be embedded within distribution boards for a seamless installation.

Chargefox Station Management Software

Chargefox software to enable each charging point to have a billing system via RFID authentication for electricity reconciliation. Remote monitoring and usage record of each charging point and compliance with Australian Privacy Standards. OCPP compliant for cross compatibility with different brands of AC/DC charging stations. This ensures all charging points are monitored under 1 single dashboard and allow for future expansion.

- App / RFID based billing system
- Cross compatible with different brands and types of charging stations
- On-going cost: \$165~\$390 per port per year
- See live status and usage of all charging stations
- 24/7 driver support call centre for remote issues diagnosis and rectification

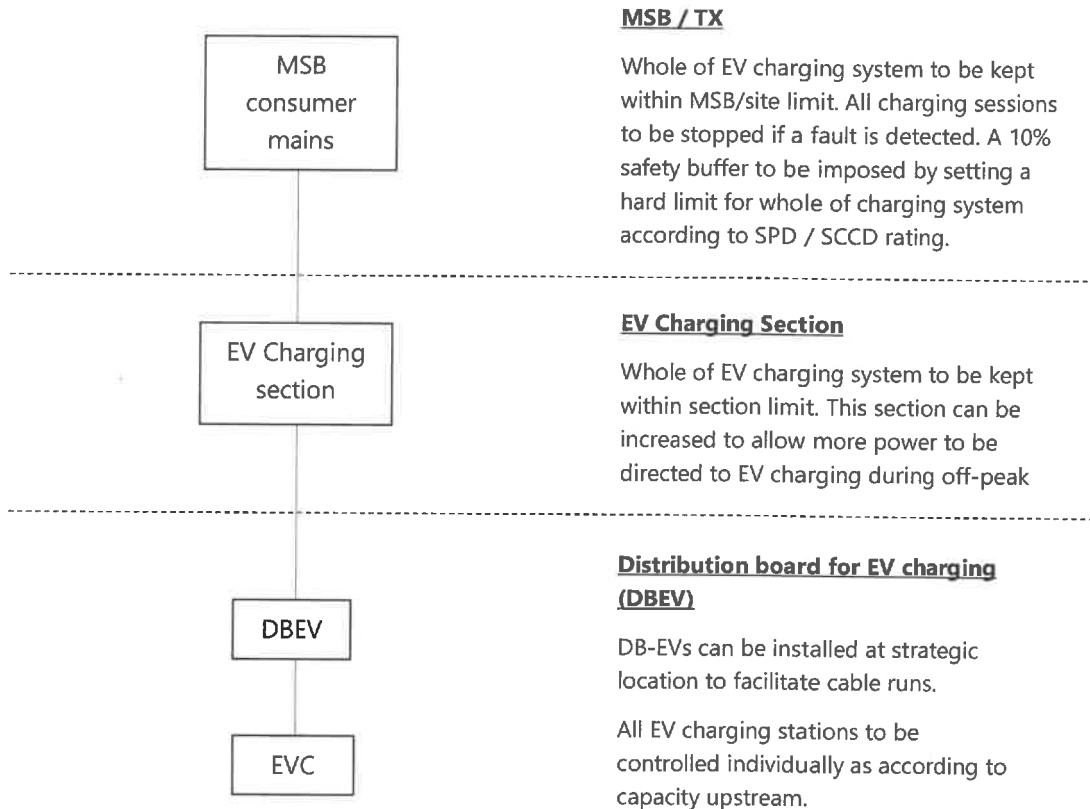


3. Load Management Solution Brief

3.1 How Does It Work?

A dynamic load management system can be installed to monitor the incoming power supply to the site and load manage all EV charging stations to not exceed site limit.

The following is the proposed system architecture for the Development.



The following demonstrates the operations of the load management system:

1. LMS to query MSB power meter reading and perform calculations to determine site's electrical spare capacity based on supply current limitation / supply contract / peak demand limit.
2. LMS to query EV charging section power meter and perform calculations to determine metered section's electrical spare capacity based on breaker limit.
3. When DB approaches its set limit, CORE performs load shedding by:
 - a. Dial down charging rate of each charging port to suit capacity
 - b. Delay start of new charging sessions through queueing system.

4. Billing System

4.1 Chargefox

Chargefox allows the site host / body corp to set a tariff (\$/kWh) for the charging stations and the ability to bill EV drivers for the electricity consumption. Chargefox will then collect the amount payable and periodically reimburse the site host /body corp minus a 5% transaction fee to account for credit card fees.

4.1.1 App / RFID Billing Process

Drivers can register for a free Chargefox account and link their credit card to pay for each charging session. An RFID card will be issued to users upon request.

Start Charge

1. Arrive at charging station
2. Plug in vehicle
3. Unlock charging port via Chargefox mobile app / Tap Chargefox RFID card on scanner
4. A "beep" sound indicates charging session has started



Stop Charge

1. Stop charging session via Chargefox mobile app / Tap RFID card on scanner
2. A "beep" sound indicated charging session has stopped
3. Unplug vehicle
4. Drive away



All charging sessions will be automatically billed to the client's preferred method of payment, with usage data reported under the same dashboard.

5. Scope Demarcations

| SCOPE OF WORKS | |
|--------------------------------|---|
| PROJECT NAME | QUAY RESIDENTIAL PROJECT |
| PROJECT ADDRESS | 57 SKYRING TERRACE, NEWSTEAD QLD 4006 |
| REVISION | 2 |
| 5.1 JET Charge's Scope | |
| 1 | Design, supply, deliver, install and commission EV charging system across car park level. |
| Preliminaries | |
| 2 | Design documentation in relation to EV charging system including: <ul style="list-style-type: none"> • Functional brief for EV charging system • System specification and scope demarcation for EV charging system • Power and communications schematic for EV charging system |
| 3 | Detailed coordination with others for design implementation |
| 4 | Detailed coordination during construction for system implementation and installation |
| 5 | Detailed coordination with others for network interface setup |
| 6 | Site Meetings where required. |
| 7 | HSEQ |
| Hardware | |
| 8 | Supply of EV Charging hardware: 1 NO. ChargeMate 22kW 3ph 32A with NMI PA meter |
| 9 | Supply of JET Charge CORE Cabinet (location TBC) |
| Electrical Installation | |
| 10 | Connection of cabling from point of isolation (provided by others on wall/ceiling) to charging stations, installation of all EV charging stations as per AS/NZS 3000:2018 (Appendix P for EV Charging) |
| 11 | Installation of JET Charge CORE cabinet to 10A power circuit (provided by others) (location TBC) |
| Commissioning | |
| 12 | Testing and Commissioning of EV charging stations |
| 13 | Commissioning of JET Charge CORE EV Charging system (Load Management) |
| 14 | Commissioning of all charging stations to software platform |
| Handover | |
| 15 | As Built Mark Up, Operations and Maintenance Manual, Test Results, Certificate of Electrical Safety |
| 16 | Liaise with site host for Charging system set up after Practical Completion |
| 17 | All site-specific conditions to be negotiated on Minor works contract between Principal Contractor and JET Charge |

5.2 Works to be provided by others

| Builder / Building Services Engineer & Principal Electrical Contractor | |
|---|---|
| 1 | Installation of all works as according to JET Charge supplied documentation. |
| Electrical Installation | |
| 2 | Civil/ Excavation and Concrete works (if required) Slab CORE Hole Penetrations where required |
| 3 | Principal to take delivery (provide equipment if required) |
| 4 | Supply and installation of all relevant works for EV charging in MSB |
| 5 | Installation of all associated electrical equipment as per AS/NZS 3000:2018 (Appendix P for EV Charging) |
| 6 | Supply and installation of dedicated circuit from distribution board for EV charging to isolator on wall/ceiling within 1m at each EV charging station location, circuit protection to be as per AS/NZS 3000:2018 (Appendix P for EV Charging). |
| 7 | Supply and installation of Power meters & suitably sized CTs including testing and calibration (Schneider METSEPM5320/ METSEPM5560) on sections that require load management as required. |
| 8 | Supply and installation of distribution board dedicated for EV charging on each car park level for future connection of EV charging circuits. |
| 9 | Supply and installation of 10A dedicated circuit to JET Charge CORE cabinet location (TBC) |
| 10 | Site Storage to be provided |
| 11 | Crane Lift's where required |
| 12 | Onsite Forklift where required |
| Communication System Installation | |
| 13 | Supply and installation of communications backbone for EV charging system – communications rack to be installed on each car park level for future CAT6 connection of charging stations. |
| 14 | Supply and installation of communications cabling from all end points to communications backbone connected via CAT6 and RJ45. Endpoints include CORE cabinets and power meter. |
| 15 | Supply and installation of Cat 6 cabling from building internet source back to EV charging system network. Network setup to be provided by others according to JET Charge supplied network interface requirements. |
| 16 | Testing of all Cat6 Cabling and RJ45 ports |
| As Built Handover | |
| 17 | As Built Mark Up, Operations and Maintenance Manual, Test Results, Certificate of Electrical Safety |
| 18 | Complete all testing and commissioning documentation and submit commissioning results for the overall electrical installation covered under the associated works |
| 19 | Complete JET Charge provided pre-installation checklist and submit to JET Charge at least 4 weeks prior to EV charging system installation date |

6. Fee Schedule

NOTE: All pricing provided is subject to JET Charge's Terms and Conditions. All pricing provided is only valid for 30 days from date of issue of this proposal, unless otherwise agreed in writing.

6.1 CAPEX – Design, Coordination & Load Management System

| Component | Unit Cost | Quantity | Total Cost |
|--|------------------|-----------------|------------------------|
| Design & Coordination | \$5,000 | 1 | \$5,000 |
| <ul style="list-style-type: none"> • Detailed coordination with others for design implementation • Detailed coordination during construction for system implementation and installation • Detailed coordination with others for network interface setup • Documentation & schematics | | | |
| JET Charge CORE system testing and commissioning | \$5,000 | 1 | \$5,000 |
| Total | | | \$10,000 ex GST |

6.2 CAPEX – EV Charging Station Installation Costs

| Component | Unit Cost | Quantity | Total Cost |
|---|------------------|-----------------|-----------------------|
| ChargeMate 22kW 3ph with NMI PA meter | \$2,050 | 1 | \$2,050 |
| Standard installation and commissioning | \$850 | 1 | \$850 |
| Construction preliminaries & handover | \$1,750 | 1 | \$1,750 |
| Freight and handling | \$100 | 1 | \$100 |
| Total | | | \$4,750 ex GST |

Warranty information

- JET Charge CORE comes with lifetime warranty.
- ChargeMate hardware comes with default manufacturer's warranty of 3 years.

6.3 OPEX – On-going Costs

Below is a summary of all on-going components and their associated annual costings excluding GST.

| Component | Unit Cost | QTY | Budget Costs (AUD) |
|---------------------------------|-------------------------------|------------|---------------------------|
| JET Charge CORE service fee | \$100 per charger per year | 1 | \$100 per year |
| Chargefox subscription (Public) | \$330 per port per year | 1 | \$330 per year |

- **JET Charge CORE (LMS)**

The usage of JET Charge CORE LMS requires an on-going service fee which is outlined below. Load management system is a critical component of the building's electrical infrastructure and requires constant monitoring and firmware updates to ensure compliance with the latest OCPP standards.

JET Charge CORE annual service fee includes:

- On-going monitoring and firmware updates
- On-going support and error rectifications
- Lifetime warranty

- **Chargefox (Station Management Software)**

The usage of Chargefox software requires an annual software licensing cost which includes a 24/7 call support for all charging issues.

Chargefox Subscriptions include:

- On-going driver support
- Station management dashboard
- RFID billing system

Appendix A Hardware Specification Sheet



Installation & Warranty

ChargeMate is available in a range of configurable models including:

- wall or pedestal mount.
- integrated NMI pattern approved meter*
- integrated 4G modem & custom skin options for corporate or OEM's.

ChargeMate comes with a three year warranty

Features

Connector Option: Universal Type 2 Socket

Power Ratings:

- Single Phase up to 7.4kW or
- Three phase up to 22kW.

Available in Black

IK08 Impact Rating

| Description | Model Order Code |
|-----------------------------|------------------|
| ChargeMate 7kW Single Phase | CHM3P22kW002 |
| ChargeMate 22kW Three Phase | CHM3P22kW003 |

NMI COMPLIANCE *National Measurement Act, 1960 (Cth) requires all meters used for trade to be pattern approval and verified if they i/were installed on or after 1 January 2013, ii/ measures less than 750mWh per year

Electrical Data

| | | |
|--------------------------|--|-------------------|
| Rated Power | 7.4KW | 22KW |
| Rated Current | Up to 32A maximum | Up to 32A maximum |
| Rated Supply Voltage | 240VAC 50Hz/60Hz | 415VAC 50Hz/60Hz |
| Charging Mode | Mode 3 - Complaint to IEC 61851-1 & SAE J1772 communication protocol | |
| Poles Description | L1, N, PE | L1, L2, L3, N, PE |
| Over Current Protection | 40A - Single Phase 4 | 40A - Three Phase |
| Earth Leakage Protection | A dedicated 30mA Type A RCD must be used on the supply circuit. Integral 6mA DC leakage detection. | |
| Access Control System | RFID (13.56MHz) | |
| Socket Type | Type 2 IEC - 62169 | |
| Local Signalling | 1 x LCD Screen: Status Indication | |

Communications Data

| | |
|--------------------------------|--|
| Communications Interfaces | Ethernet , Wi-Fi 802.11 b/g/n , MODBUS - RTU |
| Control Type | Phone App , Plug & Charge, Cloud Based |
| Server Communications Protocol | OCPP 1.6J |
| Operating Mode | Networked or Standalone |
| Function Available | Smart Charging, Local Dynamic Load Management ^{*4G Modem & Current Transformers Required} |
| NMI Metering Single Phase | CET PMC-220-C35AE |
| NMI Metering Three Phase | CET PMC-340-BA35XAE Class 1 or IPD3100C Class 1 or IPD 3005C Class 0.5 |
| Optional Extras | 4G Modem, Solar Link Optimisation |

Mechanical & Environment Data

| | |
|-----------------------------------|---|
| Dimensions (H x W x D) | 380mm x 180mm x 130mm |
| Product Weight | 3.0 kg |
| Mounting Location | Wall or Pedestal Mount ^{*Single, Dual or Quad Pedestals available in Standard / Powder Coat Stainless Steel} |
| Ambient Operation Temperature | -30 - 50°C |
| Ambient Storage Temperature | -20 - 85°C |
| Relative Humidity | 5 - 95% |
| Protection (Ingress Protection) | IP54 |
| Protection (Impact Protection) | IK08 |
| Standard Finish | Black |

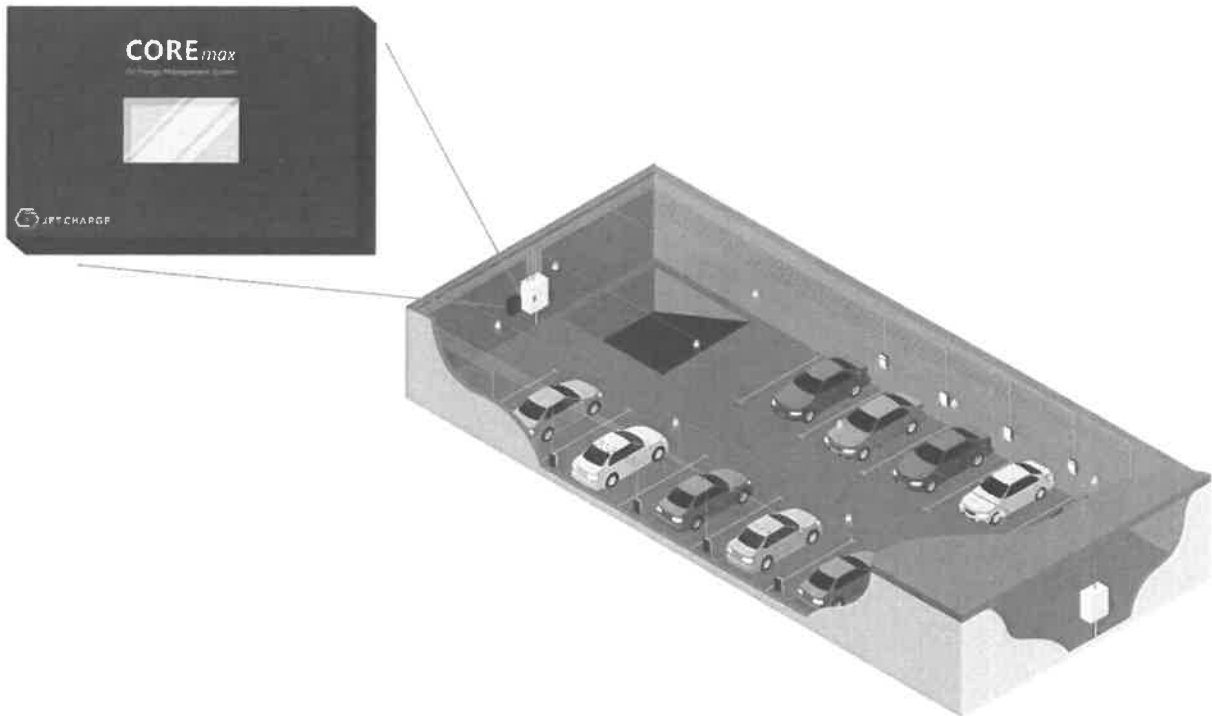
| | | | | |
|------------------|-----------------------|-------------|-------------------------------|-------------------------|
| Standards | AS/NZS 4268 2017 | IEC 62196-1 | Product Certifications | IEC 61851-1 |
| | AS/NZS 3820 | IEC 62196-2 | | IEC 61851-21-2 |
| | AS/NZS 2722.2:2016 | IEC 62955 | | IEC 60529 |
| | AS/NZS 61000.6.3:2012 | | | IEC 60335-1 Clause 30.2 |

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Designed and Manufactured in Australia



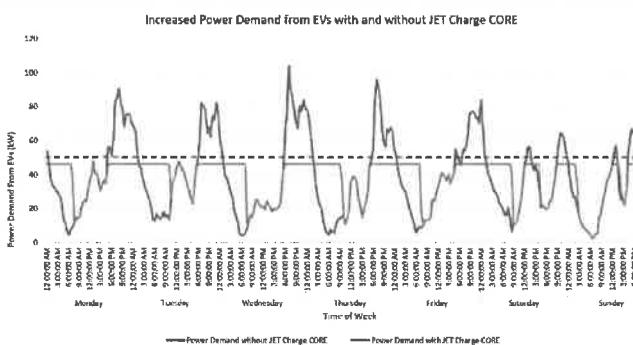
Appendix B JET Charge CORE Specification

JET Charge Core is a fully flexible and hardware-agnostic EMS, designed and optimised for EV charging in apartment complexes. JET Charge Core optimises the number of supported EV charging stations and energy efficiency of Developments by integrating with on-site renewables or co-generations.



Optimised power draw

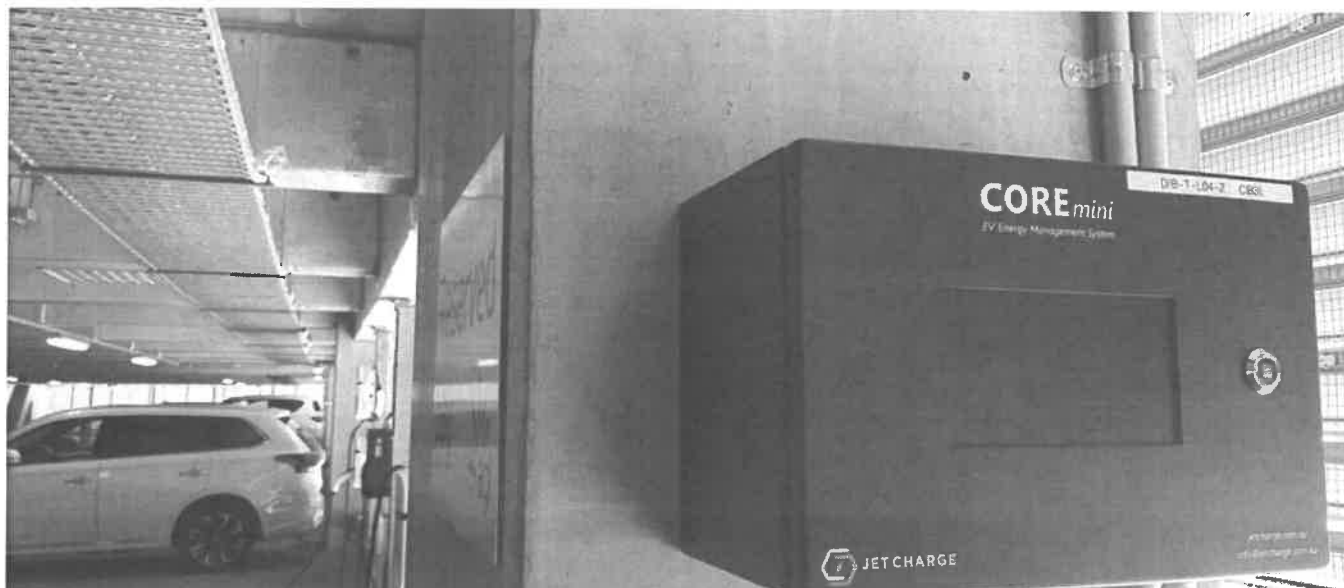
JET Charge Core monitors the site's power demand in real-time and adjusts charging stations' output to prevent overloads. The chart below illustrates the typical power draw with and without JET Charge Core. Daily overloads (levels above the red line) are substituted for a more consistent draw that remains within the site's capacity.



Agnostic design

JET Charge Core is designed for compatibility with any hardware or software using the Open Charge Point Protocol. The OCPP is an internationally recognised protocol that anyone can access. That means **JET Charge Core is not bound to any specific hardware or software provider**. This versatility and scalability is crucial for adapting to evolving EV technology and gives EV charging systems the most flexibility.

JET Charge Core integrates with renewable energy systems, peak and off-peak power periods, and electricity co-generation to optimise your site's electricity network. Whether you need to cater to one charging station or hundreds, JET Charge Core delivers the best outcome and the lowest electricity bill for your complex.



JET Charge CORE at AGL head office

JET Charge Core full system functionality breakdown:

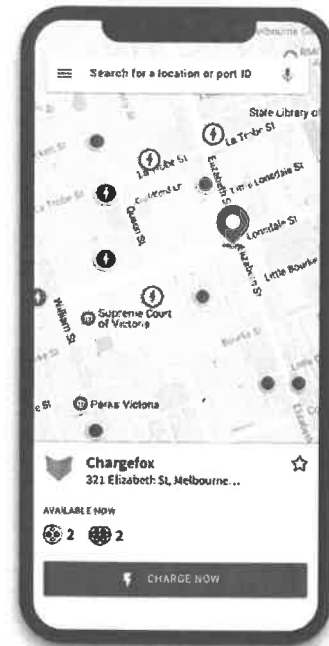
- Able to control a combination of 1-Phase and 3-Phase EV Charging stations
- Able to control a combination of AC and DC EV Charging stations
- Integration with any MODBUS-TCP capable power meter
- Configurable control setpoints for each Switch Board configured in the system
- Configurable control setpoints for each EV Charging station configured in the system
- Considers any non-EV Charging loads connected to the same switch board
- Optimises EV Charging in Solar systems and adapts dynamically to the generated solar power
- Optimises the use of on-site backup battery storage for EV Charging
- Optimises the use on-site backup generators to optimise generator fuel efficiency for EV Charging
- Single gateway can control up to 1000 endpoints (combination of EV Charging stations and power meters)
- All endpoints interconnected via Ethernet Local Area Network (LAN)
- Dynamically add EV Charging stations as the demand for EV Charging increases
- Can perform EV Charger Load Management on ANY brand of EV Charging station that supports OCPP1.6J Smart Charging protocols
- Able to connect into any OCPP1.6J capable online EV Charge Management platform
- Can connect to multiple EV Charge Management platforms simultaneously on a per charger basis
- Able to control EV Charging as a stand-alone platform if the online EV Charge Management platform loose connectivity
- Able to interface into any Site/Building Management System via any of the following API implementations...
- HTTP for web-based systems
- MODBUS-TCP for SCADA based systems
- Automated remote updates via the web
- Intelligent real-time dashboard to provide a system snapshot of the health of all EV Charging stations configured in the system

Appendix C Chargefox Specification

Chargefox is already the **largest public charging network for modern EVs** and growing rapidly every day.

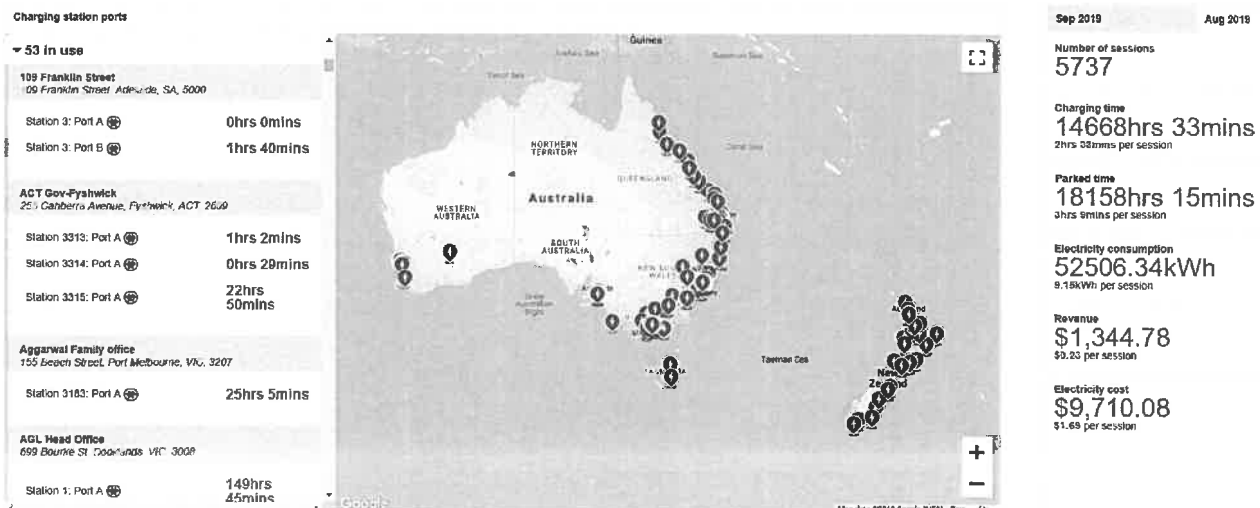
With Chargefox installed, you will be able to:

- See a record of electricity consumption
- See how many charging sessions there have been on the charging station
- See the status of each of the charging stations (available, busy, unavailable)
- Bill customers to use the charging station
- Remotely diagnose issues with the charging station
- Allow remote firmware upgrades



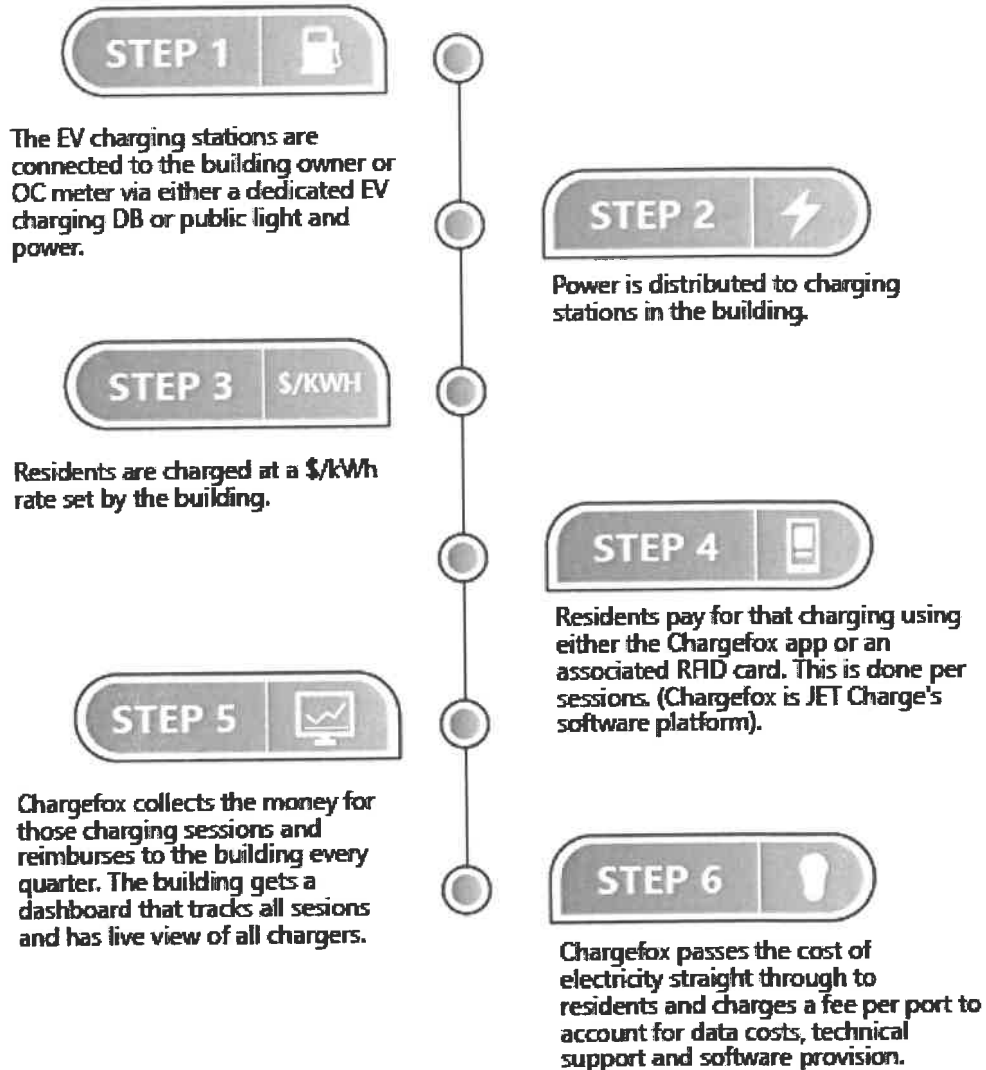
Chargefox is the only driver care and charging station management solution developed right here in Australia, with all driver support being handled by Chargefox locally. All other software on the market is "off the shelf" from overseas, often bundled in so that the vendor can sell more hardware rather than creating a seamless service. Importantly, Chargefox **complies with Australian privacy laws** as all our data is hosted in Sydney.

Chargefox are **also building a network of 350kW charging stations** around the country, enabling the backbone for EV mobility in Australia. We bring all of those drivers to all our clients so that we can create a seamless charging experience. It means that those who are already on the Chargefox network can use the same app for the network that you decide to install.



Billing process

Chargefox reimburses the building automatically for all charging sessions over the communal power network. This means that **no management or monitoring will be required from building management**.



RFID solution



The Chargefox platform, along with our **RFID cards** allows drivers to access the charging station without the phone app when cellular reception is not available. This is an important solution in underground car parks where cellular reception is often intermittent.

Thank you. We look forward to an electric future with you.



JET Charge Pty Ltd
Unit 10 / 350 Bridge Street
Port Melbourne VIC 3207
Contact: Akram Syed +61 499 532 281
Proposal prepared by: Akram Syed



Chargefox Network Terms & Conditions

1 Your acceptance

1.1 These are the terms and conditions (**Terms**) on which Chargefox Pty Ltd ACN 621 161 215 (referred to as **Chargefox, we, our** or **us**) permits users (referred to as **you** or **your**) to:

- (a) use the Chargefox open-platform network of electric vehicle charging stations (**Charging Stations**), including all electric vehicle service equipment (**EVSE**), the electric vehicle charging applications it delivers, and all support network infrastructure and services supplied by Chargefox in respect of the Charging Stations (**Chargefox Network**); and
- (b) access and use the Chargefox apps which provide data in respect of the Chargefox Network (**Chargefox Apps**) and the Chargefox website, located at chargefox.com (**Website**).

1.2 You agree to be bound by these Terms when you:

- (a) apply for a subscription to use the Chargefox Network;
- (b) use any piece of EVSE located at a Charging Station; or
- (c) use, browse or access any part of the Chargefox Apps or Website.

1.3 If you access a Charging Station using an electric vehicle (**EV**) which does not belong to you, the act of doing so will also bind the owner of the EV you are driving and warrant your authority to do so.

1.4 Chargefox may from time to time review and update these Terms to take account of new laws, regulations, products, technology or other relevant changes in circumstances. Your use of the Chargefox Network, Chargefox Apps and Website will be governed by the most recent Terms posted on the Website. By continuing to use the Chargefox Network, Chargefox Apps or Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

2 Registering an Account

2.1 You may be required to register an account in order to use the Chargefox Network (**Account**).

2.2 You warrant that all information and data provided by you in the registration process is accurate, complete and up to date. You will promptly inform Chargefox if there is any subsequent change to this information or data.

2.3 By registering an Account, you warrant to us that:

(a) you are authorised and have full power and capacity to register and control all EVs whose VINs are associated with your Account and will notify Chargefox in the event that you are no longer authorised to register or control an EV so that the VIN can be removed from your Account; and

(b) you are at least 18 years of age and possess the legal authority to enter into, and use the Chargefox Network, the Chargefox Apps and the Website in accordance with, these Terms.

2.4 You agree to be financially responsible for all of your use of the Chargefox Network (as well as for use by others of the Chargefox Network to charge your EV), and to pay all applicable fees for access to a Charging Station initiated by you or attributed to an EV which is associated with your Account. In particular, you agree to:

(a) promptly review your payment method statement (such as your credit card statement) and notify Chargefox customer service in writing of any questions regarding fees. Fees not questioned by this method within 30 days of the applicable statement date will be deemed valid; and

(b) promptly update your account information with any changes to your name, email address, mailing address, telephone number and any applicable credit card information. Account information can be updated by contacting Chargefox at chargefox.com or through the Chargefox Apps or the Website (if applicable).

2.5 In the event that payment on your credit card or other payment method is declined, Chargefox may terminate your account and, in the case of any outstanding balance, institute collection proceedings in order to collect any unpaid balance and, at Chargefox's sole option, any fees, costs or other expenses incurred by Chargefox in connection with its collection efforts.

3 Provision of Charging Stations

3.1 Chargefox may, from time to time, make available the Charging Stations for use by Account holders to charge their EV. However, we reserve the right, at our absolute discretion and at any time, to refuse or suspend access to any or all Charging Stations to any person (including but not limited to any person found to be in breach of these Terms).

3.2 Chargefox may suspend the use of the Chargefox Network, or any Charging Station or EVSE, at

any time without notice, including, if:

- (a) one or more piece of EVSE equipment requires maintenance or upgrading;
- (b) we have a reasonable belief that the Chargefox Network is being used unethically, unlawfully or contrary to any law or regulation; or
- (c) provision of the Chargefox Network is disrupted or prevented as a result of an event outside Chargefox's reasonable control or for safety reasons.

3.3 Chargefox does not guarantee, and is under no obligation to ensure, the availability, compatibility with your EV, or performance of Charging Stations, nor does it promise to provide an uninterrupted electricity supply to Charging Stations. Chargefox cannot guarantee that connecting your EV to one of our Charging Stations will result in a successful and timely recharge of your EV's battery or batteries.

3.4 Chargefox aims (but owes you no obligation) to keep Charging Stations free from any faults, errors or defects. If there are any faults or you have any issues with any Charging Station, please contact us as soon as possible. You can call our customer services team at 1300 518 038 or contact us online at chargefox.com.

4 Use of Charging Stations and fair use

4.1 Your use of the Charging Stations and any prepaid charging packs (if applicable) must be fair, reasonable and not excessive. If we consider, in our absolute discretion, your usage to be unfair, unreasonable or excessive, without limiting clause 3 above, we may immediately suspend, modify or restrict your access to any or all Charging Stations.

4.2 You agree not to use, or attempt to use, Charging Stations for any purpose other than to charge your EV and then only to the extent that your EV is compatible with the Charging Stations.

4.3 You agree not to use the Charging Stations to charge your EV if your EV is being used:

- (a) as a taxi;
- (b) for ridesourcing or ridesharing (through Uber, Taxify or similar services) or
- (c) to commercially deliver or transport goods;

4.4. You agree not to use the Charging Stations to charge your EV if your EV is being used:

- (a) for government purposes; or
- (b) for any other commercial venture,

unless such use would not result in the excessive use of the Charging Station, any prepaid charging packs (if applicable) or Chargefox's charging infrastructure generally in comparison to the use by an EV driver driving the vehicle for personal usage

4.5 When using the Charging Stations, you agree to comply with all applicable laws and regulations. In particular, you agree to:

(a) take reasonable care for your own health and safety;

(b) take reasonable care that your acts or omissions do not adversely affect the health and safety of others;

(c) comply, as far as you are reasonably able to, with any reasonable instruction that is given by Chargefox. This means complying with the relevant EV manufacturer's handbook and any instructions for use set out at the Charging Stations (which may be amended by Chargefox from time to time); and

(d) be aware of any parking restrictions which may be being enforced nearby or attached to the Charging Station.

4.6 When using the Charging Stations, you must ensure that the EVSE located at that Charging Station is compatible with your EV, including that the charging cable is suitable for use on your EV.

4.7 You warrant to us that your EV is roadworthy and is registered for use on Australian roads, that you have read the relevant manufacturer's EV handbook and that the EV does not present any danger or risk to other vehicles or persons or to the Charging Stations.

4.8 Where you are not the owner of the EV accessing the Charging Station, you warrant that you are authorised by the owner of that EV to use the Charging Station and that you have authority to bind the owner to these Terms.

4.9 You acknowledge that we are not supervising your use of the Charging Stations and that you and any people with you are undertaking such use at your own risk.

4.10 You acknowledge that where Charging Stations are located on private property, you agree to keep the property clean and tidy, and to comply with all reasonable requests of the owner of that property provided from time to time when using the relevant Charging Stations, including any request to immediately suspend, modify or restrict your access to that Charging Station.

5 EVSE Idle Fee

5.1 You agree that you will remove your EV from a Charging Station promptly once it is charged and ensure that access to the EVSE and Charging Station is cleared to allow other users to use the EVSE and Charging Station.

5.2 You acknowledge that you may incur an idle fee for the time your EV remains parked in a charging stall after it is finished charging. To avoid idle fees, we recommend you monitor your EV while using a Charging Station and use the Chargefox Apps to track your EV's charge status.

6 Use of Chargefox Apps

6.1 You may access and use the Chargefox Apps or the Website to obtain information regarding Charging Station locations and other content and features that Chargefox may make available. Use of the Chargefox Apps and the Website is subject to these Terms, Chargefox's privacy policy (available at chargefox.com) and any relevant mobile application terms and conditions entered into at the time of downloading the Chargefox Apps.

6.2 You are responsible for all use of the Chargefox Apps under your Account name.

7 Content of Chargefox Apps and Website

7.1 The Chargefox Apps and Website are owned and operated by or on behalf of Chargefox.

7.2 All intellectual property rights (including copyright and patents) in the information, comment, content, communication, advice, text, trade marks, logos, service names and trade names of Chargefox, images of people or places or other content (**Content**) contained in the Chargefox Apps, on the Website or otherwise provided to you by Chargefox are owned or licensed by Chargefox.

7.3 The Content in the Chargefox Apps and on the Website and any other information provided to you is for general information purposes only. You acknowledge and agree that, while Chargefox has attempted to provide accurate information through the Chargefox Apps and on the Website, such information may change frequently and in no event will Chargefox be responsible for the accuracy, usefulness or completeness of the Content in the Chargefox Apps and on the Website, nor does it warrant that any such Content is the most current version thereof. Chargefox does not warrant or make any representations as to any third party products or services described or referred to in the Chargefox Apps, on the Website or otherwise. Any use of the Content by another person or organisation is at the user's own risk.

7.4 The Content in the Chargefox Apps and on the Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content in the Chargefox Apps or on the Website is not an endorsement of any organisation, product or service.

7.5 Chargefox may modify any information in the Chargefox Apps or on the Website (including Content) at our absolute discretion for any reason, without notice. All updates and modifications to the Chargefox Apps or the Website (including Content) will be subject to these Terms.

7.6 If you have a complaint regarding any Content in the Chargefox Apps or on the Website, Chargefox's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

8 Links on the Website

8.1 The Website may contain links to other websites. We have not reviewed all of the third party websites linked on the Website and are not responsible for their content or accuracy. Chargefox provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement, support or sponsorship of those websites, their operators, the goods, services or content that they describe.

8.2 Facebook and other websites which are linked to the Website, are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access any linked sites, you do so at your own risk. Chargefox is not responsible for and will not be liable in respect of the content or operation of those websites or any of the goods, services or content that they describe. Chargefox is not responsible for and will not be liable in respect of any incorrect link to an external website.

9 Access to Chargefox Apps and Website

9.1 Chargefox does not warrant that you will have continuous access to the Chargefox Apps or Website. Chargefox will not be liable if the Chargefox Apps or Website are unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

9.2 Chargefox does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.

9.3 Whilst Chargefox takes reasonable precautions to protect information transmitted via the Chargefox Apps and Website, Chargefox cannot and does not guarantee the security or confidentiality of these communications or the security of the Chargefox Apps or Website.

9.4 Chargefox does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Chargefox Apps or Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to

congestion, technical malfunction, viruses or otherwise.

10 Indemnity

You will fully indemnify Chargefox in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your use of the Chargefox Network, the Chargefox Apps and the Website; or
- (c) your communications with Chargefox.

11 Warranties, consumer guarantees and limitation of liability

11.1 Your use of the Chargefox Network, Chargefox Apps and Website is at your own risk. Chargefox's services are provided on an 'as is' and 'as available' basis.

11.2 Any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms in relation to any service supplied by Chargefox by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law, including any implied warranties of acceptable quality or fitness for a disclosed purpose.

11.3 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**) or any other applicable law that cannot be excluded, restricted or modified by agreement.

11.4 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your Account with us; and
- (b) to a refund for the unused credit on your Account.

11.5 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

11.6 Chargefox will not be liable to you for any damage of any kind to your EV whatsoever, arising from a failure by you to exercise reasonable care or comply with the requirements of the EV

manufacturer's handbook or with Chargefox's instructions. To the maximum extent permitted by law, you agree to hold Chargefox harmless against any liability, claims, proceedings, costs, expenses and damages which Chargefox may suffer or incur as a result of a failure by you to comply with one or more of the following: the EV manufacturer's handbook, Chargefox's instructions, or your obligations under any applicable laws and regulations.

11.7 Chargefox will not be liable to you for any loss or damage to you or your EV, indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with your use of the Chargefox Network, the Chargefox Apps, the Website and all links to or from the Website unless, and to the extent that, such damage or loss is directly caused by:

- (a) the gross negligence of Chargefox; or
- (b) the fraud or wilful breach by Chargefox of any of its obligations under these Terms,

provided that such loss or damage is reasonably foreseeable and is not caused by something beyond Chargefox's control (including, for the avoidance of doubt, any act or omission of any third party, any force majeure event, any incompatibility of your EV with the EVSE, the enforcement of parking restrictions by law enforcement officials, or any breach by you of these Terms).

11.8 Subject to this clause 11, to the maximum extent permitted by law, you agree that the maximum aggregate liability of Chargefox for all proven losses, damages and claims arising out of or in connection with these Terms or a supply under these Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$10,000.

12 Termination of your Account

12.1 Chargefox may at any time immediately terminate your Account, including restricting access to the Chargefox Network, the Chargefox Apps or any feature of the Chargefox Apps or the Website, for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

12.2 You may terminate your Account at any time by providing Chargefox with written notice.

12.3 Following any termination, you will remain responsible for any and all unpaid fees and charges associated with your Account. If such unpaid fees and charges are not promptly remitted, you may become liable for additional service charges, fees or penalties, and you may be subject to collection actions for any unpaid balance.

13 Privacy

In registering for an Account and using the Chargefox Network, Chargefox Apps or Website, you may provide certain personal information to Chargefox and you agree that any information collected by Chargefox may be accessed or collected for use by Chargefox or any of its related companies or business partners in the course of its business (including direct marketing activities) in accordance with Chargefox's privacy policy (available at chargefox.com and subject to change from time to time in accordance with its terms).

14 Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

15 Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

16 Contacting us

If you have questions about the Chargefox Network, the Chargefox Apps, the Website or these Terms, please contact us. Our contact details can be found on our Website.

17 Carbon Abatement

17.1 Any emissions reductions, Carbon Credits and other carbon abatement rights or activities which are generated by the use of our services and our charging infrastructure, are hereby retained by and vested in Chargefox (or persons nominated by Chargefox).

17.2 You agree that Chargefox (or persons nominated by Chargefox) will be the sole owner of such emissions reductions, Carbon Credits and related rights and the project proponent under any relevant Carbon Credit Scheme, and that Chargefox may utilise them as they see fit, including in connection with any Carbon Credit Scheme or by assignment or sale to any third party. You agree to not to take any action that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits, emission reductions or related rights.

17.3 For the purposes of this clause 1:

(a) Carbon Credit means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme;

and

(b) Carbon Credit Scheme means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or GHG emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

Need help?

Call us on 1300 518 038 (tel:1300518038)

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Contact Us(<https://www.chargefox.com/contact/>).

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CHARGEFOX

(<https://www.chargefox.com>)

Chargefox Privacy Policy

Chargefox Pty Ltd ACN 621 161 215 (referred to as **Chargefox, we, us** or **our**) has implemented this Privacy Policy to provide **you** with information about how we collect, hold and use Personal Information and Customer Data:

- through Chargefox's open-platform network of electric vehicle charging stations (**Charging Stations**), to which owners of electric vehicles (**EVs**) may connect in order to charge their EV, and all support network infrastructure and services supplied by Chargefox in respect of the Charging Stations (**Chargefox Network**);
- through the Chargefox apps which provide data in respect of the Chargefox Network (**Chargefox Apps**); and
- on the Chargefox website ([chargefox.com](https://www.chargefox.com)) (**Website**).

This policy will also apply to any information we collect about you by means other than those listed above (for example, by written communications) on the same basis as this policy.

We are committed to the protection of your Personal Information in accordance with the *Privacy Act 1988* (Cth) (as amended from time to time) (**Privacy Act**) and the Australian National Privacy Principles set out in the Privacy Act (**Privacy Principles**).

If you wish to make any inquiries regarding this Privacy Policy, you should contact us as specified in clause 12.

We may, from time to time, review and update this Privacy Policy including, to take into account new laws, regulations and technology. All Personal Information held by us will be governed by our most recent Privacy Policy, posted on our Website.

1 What is "Personal Information" and "Customer Data"?

“Personal Information” is information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained. Personal Information collected may include (but is not limited to) the following:

- (a) name, postal, billing, email and social media (e.g. Facebook) addresses;
- (b) contact details including telephone numbers (landline, mobile and fax);
- (c) driver’s licence details and car registration information;
- (d) payment details; and
- (e) certain information about how an individual uses our Chargefox Network.

“Customer Data” is information we collect about customers which is **not** considered to be Personal Information, because an individual’s identity could not reasonably be ascertained through the information. Customer Data collected may include (but is not limited to) the following:

- (f) details about vehicles using our Charging Stations;
- (g) the charging capacity of vehicles using our Charging Stations; and
- (h) usage frequency and locational trends of vehicles using our Charging Stations.

2 When and why we collect Personal Information

2.1 We collect your Personal Information to manage our relationship with you and perform functions and activities relating to our business as further described in clause 5.

2.2 We may collect Personal Information such as your name, email contact details, billing and delivery addresses, and payment details when you:

- (a) register an account for use of our Chargefox Network, Chargefox Apps or Website;
- (b) access or use our Chargefox Network, Chargefox Apps or Website;
- (c) request information about us, our products or services;
- (d) request technical support or assistance;
- (e) provide feedback or make new service requests;
- (f) fill in a form relating to our Chargefox Network, Chargefox Apps or available on our Website; or
- (g) contact us by telephone, email, through social media such as Facebook, post or in person.

3 Information collected via our Chargefox Network

3.1 We will not collect any Personal Information about users of our Chargefox Network except when they knowingly provide it or as otherwise described below.

Use of Charging Stations

3.2 When you connect your EV to a Charging Station or otherwise use the Chargefox Network, the Charging Stations may collect and generate information about you. This information will be stored by or on behalf of Chargefox and accessible to us via the software supporting the Chargefox Network service.

3.3 The information collected by Charging Stations will include, for example, the Charging Stations you use, the amount and type of services you obtain from each Charging Station, and other information regarding your use of our services. We may associate this information with your account and other Personal Information we hold about you, for example in order to bill you for your use of the Charging Stations.

3.4 When you connect your EV to a Charging Station or otherwise use the Chargefox Network, Chargefox may also collect, on behalf of itself and/or its business partners, non-personally identifying Customer Data relating to usage of Charging Stations. All such information may be shared by Chargefox with third parties in Chargefox's sole and absolute discretion.

4 Information collected via our Website

4.1 We will not collect any Personal Information about users of our Website except when they knowingly provide it or as otherwise described below.

Location-Based Services

4.2 Chargefox's Chargefox Apps may offer location-based search services to help you identify Charging Stations within the Chargefox Network. If you use these services, Chargefox may collect and generate information about you. This information may include your geographic location and the other information you specify in connection with your search, as well as the Charging Stations you locate using your search. The geographic location information may reveal your exact current location to Chargefox (if, for example, you send Chargefox your GPS coordinates or other precise location information).

4.3 Chargefox may share your location with third parties as part of these location-based services. For example, Chargefox may share your location with a third party to create a map or provide directions to nearby Charging Stations within our Chargefox Network.

Click Stream Data

4.4 When you visit and browse our Chargefox Apps or Website, our Chargefox App/Website host may collect information for statistical, reporting and maintenance purposes.

4.5 Subject to clause 8.3, the information collected by our Chargefox App/Website host will not be used to identify you. The information may include:

- (a) the number of users visiting our Chargefox App/Website and the number of pages viewed;
- (b) the date, time and duration of a visit;
- (c) the IP address of your computer or other device; or
- (d) the path taken through our Chargefox Apps/Website.

4.6 Our Chargefox App/Website host uses this information to administer and improve the performance of our Chargefox Apps/Website.

4.7 We may use Google Analytics to help analyse how you use our Website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated is used to create reports about the use of the Website. Google will store this information. We will not (and will not allow any third party to) use Google Analytics to track or to collect any personally identifiable information of visitors to our Website. We will not associate any data gathered from this Website with any personally identifying information from any source as part of our use of Google Analytics.

4.8 If you do not want your Website visit data reported by Google Analytics, you can install the Google Analytics opt-out browser add-on. For more details on installing and uninstalling the add-on, please visit the Google Analytics opt-out page at <https://tools.google.com/dlpage/gaoptout>.

Cookies

4.9 Cookies are small text files that are transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns. Cookies may be either "persistent" or "session" cookies. A persistent cookie will be stored on the user's computer and will remain valid until its set expiry date, unless deleted by the user before then. A session cookie, on the other hand, will expire at the end of the user session, when the internet browser is closed.

4.10 If you access our Website a cookie is downloaded onto your device when you first log on. Our Website uses session cookies but also persistent cookies for Google Analytics.

4.11 You can adjust your internet browser to disable cookies, or you can delete cookies already stored on your computer, however we may not be able to provide you with all the service or functionality you require on our Website if you choose to do so.

5 How we use the Personal Information we collect about you

5.1 We use the Personal Information we collect about you for our business functions and activities, which may include the following:

- (a) to communicate with you and provide you with information, products or services you have requested, via the Chargefox Network, Chargefox Apps, Website or otherwise;
- (b) to manage and administer your account including in relation to your subscription, use of the Chargefox Network, use of the Chargefox Apps or Website or to answer any enquiries you may have about your account;
- (c) to promote and market our products and services to you;
- (d) to arrange for services to be provided by third parties;
- (e) to personalise and customise your experiences on our Chargefox Network, Chargefox Apps or Website;
- (f) to help us research the needs of our customers, and to gain a better understanding of your needs and the needs of customers generally;
- (g) to conduct research for the purposes of improving our services, creating new services or updating the product provided via our Chargefox Network, Chargefox Apps or Website;
- (h) to conduct research, data analytics and other reasonable activities on behalf of our business partners, such as EV original equipment manufacturers and automobile clubs, including in relation to usage and demographic trends of EVs and the Chargefox Network; and
- (i) for internal operations, such as record keeping and data analytics.

5.2 We may be also disclose your Personal Information if we are required to do so by law.

5.3 We may collect and use your Personal Information for other purposes not listed above. If we do so, we will make it known to you at the time we collect or use your Personal Information.

5.4 We will only collect and use your Personal Information in accordance with this Privacy Policy.

5.5 If you choose not to provide your Personal Information to us for the purposes set out in this Privacy Policy, we may not be able to undertake certain activities for you such as providing you with requested information, products or services.

6 How we use the Customer Data we collect about you

6.1 We use the non-identifiable Customer Data we collect about you for our business functions and

activities, which may include the following:

- (a) collecting information and aggregate data on Chargefox Network services, current usage activities or trends and charging capacities at each Charging Station;
- (b) carrying out research and analysis of the behaviour of our customers; and
- (c) developing processes, products, services and benefits to better meet customers' needs.

6.2 We may provide Customer Data to our business partners (including EV original equipment manufacturers and automobile clubs), agents, contractors, service providers or related companies for the purposes of, or in connection with, the supply of services to you and for the same purposes above.

6.3 You agree that Chargefox may use and analyse your Customer Data as required, including for the purpose of improving the Chargefox Network and including your Customer Data in aggregated anonymous databases.

7 To whom we disclose your Personal Information

7.1 In order to carry out the above purposes, we may disclose your Personal Information to third parties that provide products and services to or through Chargefox (including third party couriers), our business partners (including EV original equipment manufacturers and automobile clubs), suppliers, distributors, vendors, financial institutions, our professional advisors, and other parties to whom we are authorised or required by law to disclose information.

7.2 We may also disclose your Personal Information to our Website/Chargefox App host or software application providers in certain limited circumstances, for example when our Website or Chargefox Apps experience a technical problem or to ensure that they operate in an effective and secure manner.

7.3 The nature of the Internet means that some of your Personal Information may be transferred, stored, processed or used overseas by us or by third party service providers. This may happen if we outsource certain activities overseas or if transactions, information, services or products have an overseas connection. You consent to the collection, use, storage, and processing of your Personal Information outside of Australia.

7.4 In connection with any use of Google Analytics by us, Personal Information may be disclosed to an entity or entities overseas where Google's servers are located, where it will be stored solely for the purposes described in this Privacy Policy. In these circumstances, you consent to the collection, use, storage and processing of your Personal Information in those countries.

8 Marketing

8.1 We may use your Personal Information to provide you with marketing material about us, our services, or products that we think may be of interest to you. We do not disclose any personally identifiable information of our users to advertisers.

8.2 You may opt-out of receiving marketing information from us at any time by:

(a) clicking on the "Unsubscribe" link included in any marketing email you receive from us; or

(b) contacting us as specified in clause 12.

8.3 Unless otherwise specified in this Privacy Policy, we or our Website/Chargefox App host will not disclose any of your Personal Information to any other organisation unless the disclosure is required by law or is otherwise permitted by the Privacy Principles.

9 Finding out what Personal Information we hold about you

9.1 You are entitled to access Personal Information that we hold about you. If you request access to your Personal Information, we will grant your request unless providing you with access would unreasonably impact upon the privacy of others or is not otherwise permitted under the Privacy Principles. If we refuse your request to access your Personal Information, we will provide you with reasons for the refusal.

9.2 A request for access can be made by contacting us as specified in clause 12.

10 Updating, storage and security of Personal Information held by us

10.1 We aim to keep your Personal Information secure and up to date. Any Personal Information collected via our Chargefox Network, Chargefox Apps or Website or which is held on our systems, is protected by safeguards including physical, technical (eg firewalls, SSL encryptions etc) and procedural methods.

10.2 Personal Information that is held by us in hard copy is stored securely on our premises and is only disclosed or used for the purposes described in this Privacy Policy.

10.3 If we find that we have no further need for your Personal Information we may remove it from our systems and destroy all record of it.

10.4 You can update your contact and Personal Information at any time by contacting Chargefox as specified in clause 12 or alternatively through the "Account Information" functionality in the Chargefox Apps or the Website (if applicable). We welcome notification of changes to your details so we can keep our records up to date.

11 International Use and your Personal Information

We make no representation or warranty that your Personal Information will be collected, held and used by us other than in accordance with Privacy Principles set out in the Privacy Act. If you choose to access the Chargefox Apps or Website from locations outside of Australia, you do so at your own risk and such access will be subject to the laws of Australia.

12 What to do if you have a question, problem or complaint about our use of your Personal Information or this Privacy Policy

If you feel that your privacy has not been respected or that we have conducted ourselves inconsistently with this Privacy Policy in respect of your Personal Information, or for any other queries or communication in relation to this Privacy Policy, please contact us using the contact details listed on our Website. We will respond to all queries as quickly as possible. If you do not consider our response satisfactory, you may contact the Office of the Australian Information Commissioner.

13 MailChimp Privacy

Chargefox uses MailChimp to provide electronic newsletters to subscribers.

In distributing newsletters, MailChimp will collect personal information from you, including email addresses you have provided to Chargefox for the purpose of receiving electronic updates, and all information relating to those email addresses. MailChimp also uses cookies, web beacons and Flash player codes to collect information about

- when you access the Chargefox electronic newsletters;
- your browser type and version;
- your operating system and other similar information.

For more information on the information MailChimp will collect, please refer to the MailChimp's Privacy Policy (<http://mailchimp.com/legal/privacy/>) and the MailChimp Terms of Use (<http://mailchimp.com/legal/terms/>).

MailChimp will use the information collected from you for the purpose of hosting the online platform to enable Chargefox to create, send and manage electronic newsletters. MailChimp will also use this information to measure the performance of Chargefox's email campaigns.

MailChimp may transfer this information to its contractors or other third parties who process the information on MailChimp's behalf, or where otherwise required to do so by law.

MailChimp is based in the United States of America (USA) and is subject to the laws of the USA. Your information (including your IP address) will be transmitted to and stored by MailChimp on servers located outside Australia.

By signing up to electronic newsletters about network updates, partnerships and deals, you consent to your personal information being collected, used and disclosed as set out in these terms and conditions, and in MailChimp's Privacy Policy (<http://mailchimp.com/legal/privacy/>) and Terms of Use (<http://mailchimp.com/legal/terms/>);

- consent to your personal information being sent and stored overseas, and acknowledge that Australian Privacy Principle 8.1 contained in Schedule 1 to the *Privacy Act 1988* (Cth) will not apply to the use of the information;
- acknowledge that MailChimp is not subject to the *Privacy Act 1988* (Cth) and you will not be able to seek redress under the *Privacy Act 1988* (Cth) for any privacy breaches by MailChimp but will need to seek redress under the laws of the USA.

You can unsubscribe from the Chargefox electronic newsletter at any time by selecting the "unsubscribe" option in every email sent to you by MailChimp.

If you have any questions or concerns relating to the use of your personal data please contact info@chargefox.com (<mailto:info@chargefox.com>).

14 Active Campaign Privacy

Chargefox uses Active Campaign to manage communications with subscribers.

In distributing communications, v will collect personal information from you, including email addresses you have provided to Chargefox for the purpose of receiving electronic updates, and all information relating to those email addresses. Active Campaign also uses cookies, web beacons and Flash player codes to collect information about

- when you access the Chargefox electronic newsletters;
- your browser type and version;
- your operating system and other similar information.

For more information on the information Active Campaign will collect, please refer to the Active Campaign's Privacy Policy (<https://www.activecampaign.com/legal/privacy-policy>) and the Active Campaign Terms of Use Policy. (<https://www.activecampaign.com/legal/terms-of-service>)

Active Campaign will use the information collected from you for the purpose of hosting the online platform to enable Chargefox to create, send and manage electronic communications. Active Campaign will also use this information to measure the performance of Chargefox's email campaigns.

Active Campaign may transfer this information to its contractors or other third parties who process the information on Active Campaign's behalf, or where otherwise required to do so by law.

Active Campaign contractually agrees to process personal information in compliance with all applicable privacy laws, including the Australian Privacy Act (please see Section 3(b)).

By signing up to electronic communications about network updates, partnerships and deals, you consent to your personal information being collected, used and disclosed as set out in these terms and conditions, and in Active Campaign's Privacy Policy

(<https://www.activecampaign.com/legal/privacy-policy>) and the Active Campaign Terms of Use Policy. (<https://www.activecampaign.com/legal/terms-of-service>)

You can unsubscribe from the Chargefox electronic newsletter at any time by selecting the "unsubscribe" option in every email sent to you by Active Campaign.

If you have any questions or concerns relating to the use of your personal data please contact info@chargefox.com (<mailto:info@chargefox.com>).

Need help?

Call us on 1300 518 038 (tel:1300518038)

[Contact Us\(https://www.chargefox.com/contact/\)](https://www.chargefox.com/contact/)

[Download App\(https://www.chargefox.com/drivers/\)](https://www.chargefox.com/drivers/)

[How to Charge\(https://www.chargefox.com/charge/\)](https://www.chargefox.com/charge/)

[Latest Press\(https://www.chargefox.com/news/\)](https://www.chargefox.com/news/)

[Terms and Conditions\(https://www.chargefox.com/terms-and-conditions/\)](https://www.chargefox.com/terms-and-conditions/)

[Privacy Policy\(https://www.chargefox.com/privacy-policy/\)](https://www.chargefox.com/privacy-policy/)

   
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Sitehost Terms & Conditions

Last updated October 20, 2023

1 Your acceptance

1.1 These are the terms and conditions (**Terms**) on which Chargefox Pty Ltd ACN 621 161 215 (referred to as **Chargefox, we, our** or **us**) permits site hosts (referred to as **you** or **your**) to:

(a) add their charging stations and related equipment to Chargefox's open-platform network of electric vehicle charging stations and all support network infrastructure and services supplied by Chargefox in respect of the charging stations (Chargefox Network); and

(b) access and use the web portal operated and maintained by Chargefox in respect of the Charging Stations (Chargefox Network Portal), the Chargefox apps which provide access to the Chargefox Network Portal (Chargefox Apps) and the Chargefox website, located at chargefox.com (Website).

1.2 By clicking 'Submit', you agree and consent to the terms of:

(a) these Terms;

(b) the Chargefox Network Terms and Conditions of Use (a copy of which is available [here](#) and on our Website); and



1.3 Chargefox may from time to time review and update these Terms, the Chargefox Network Terms and Conditions of Use and the Privacy Policy (Policies) to take account of new laws, regulations, products, technology or other relevant changes in circumstances. Your subscription to and use of the Chargefox Network, Chargefox Apps and Website will be governed by the most recent Policies available on the Chargefox Network Portal. By continuing to use the Chargefox Network, Chargefox Apps or Website, you agree to be bound by the most recent Policies. Please check the Chargefox Network Portal regularly for updated versions of these documents.

2 Chargefox Network Services and Charging Stations

2.1 By agreeing to these Terms, you agree and give your consent for the charging stations nominated by you (Charging Stations) to be added to the Chargefox Network.

2.2 Commencing on the date on which your first Charging Station is registered and activated on the Chargefox Network and ending on the date on which your subscription is terminated under clause 12 (Term), Chargefox:

(a) grants to you a non-exclusive, non-transferable, royalty free, personal licence to access and use Chargefox Network Portal in order for you to access certain data in respect of the Charging Stations, regardless of the device from which the portal is accessed, solely for your reasonable business purposes; and

(b) will;

i. operate, administer and support the network infrastructure in respect of the Chargefox Network, including the Chargefox Network Portal;



than a Saturday, Sunday or public holiday observed in Victoria, Australia (Business Days); and

iv. unless otherwise agreed in writing with you, settle and pay to you into the bank account nominated by you, quarterly in arrears, any payments from any person who uses any Charging Station (End Users) in respect of the Charging Stations less the End User Transaction Fee (defined below), (Chargefox Network Services)

2.3 Chargefox agrees to provide you with access to an account for personal use of the Chargefox Network for the number of electric vehicles agreed between you and Chargefox. Your use of the Chargefox Network will be governed by the Chargefox Network Terms and Conditions of Use (a copy of which is available [here](#) and on our Website).

2.4 You and Chargefox:

(a) represent and warrant that you have the power and authority to enter into and be bound by these Terms; and

(b) must comply with any and all laws, including any regulation, mandatory code of conduct or judgment (Laws) and maintain all authorisations and licences in respect of the performance of your obligations under these Terms

2.5 You must:

(a) in respect of any Charging Station that has been installed, moved or deactivated, notify Chargefox in writing at least 10 Business Days prior to such installation, movement or deactivation and the address or new address of that Charging Station (as applicable);;

(b) notify Chargefox at least 1 Business Day prior to any Charging Stations undergoing maintenance, service, repair or replacement with the date, time and duration of the outage;

c) notify Chargefox within 5 Business Days of any Charging Station that is defective or non-operational and not intended to be replaced or



Stations clearly display up-to-date labelling and signage that comply with the Charging Station guidelines and instructions as advised by Chargefox from time to time including the following information:

- (i) the station number;
- (ii) port labels;
- (iii) usage instructions;

Chargefox will make available to the Subscriber stickers containing the information set out in clauses 2.5(d)(i), (ii) and 3(d)(iii) and the Chargefox Logo, which the Subscriber must install and display on the Charging Stations in accordance with the Guidelines.

Chargefox may remove, or require the Subscriber to remove (in which case the Subscriber will promptly remove) any Chargefox labelling and signage (including the Chargefox Logo) displayed on the Charging Stations as referred to in clause 2.5(d):

- (i) where such labelling and signage does not comply with the Guidelines; or
 - (ii) upon the expiry or termination of this agreement.
 - (c) use best endeavours to prevent unauthorised access to any of the Chargefox Network Services, including the protection of any login credentials for the access and use of the Chargefox Network Portal, and notify Chargefox of any need to suspend or change any credentials promptly after becoming aware of such a need;
 - (d) not attempt to gain unauthorised access to the Chargefox Network or the Chargefox Network Services or their related systems networks;
 - (e) not interfere with or disrupt the integrity of the Chargefox Network, the Chargefox Network Services, or any third party data contained therein;
- and



2.6 You represent and warrant to Chargefox on each day during the Term that:

(a) you are in compliance with all Laws and have maintained all authorisations and licences required in connection with any Charging Station and any related electric vehicle supply equipment (EVSE), including the installation, operation, maintenance and disposal of any such Charging Station and EVSE;

(b) you have in place insurance with a reputable insurer for:

i. public liability for the amount of \$20 million concerning one single event; and

ii. such other insurances as are reasonably required for the commercial use of the Charging Stations and their listing on the Chargefox Network Portal; and

(c) the electrical usage to be consumed by your Charging Stations does not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement, including any lease, to which you are a party.

(d) in relation Charging Stations that are Public Charging Stations:

(i) you will ensure all the Charging Stations are maintained regularly and remain in good working order during the term of this Agreement. In addition, if requested by Chargefox you must nominate a contact person who is responsible for all operational issues relating to the Charging Stations and have maintenance arrangements in place with a service provider that is appropriately qualified to service EV charging stations . If at any time Chargefox becomes aware that a Charging Station has ceased to be operational or has a defect, and you have failed to notify Chargefox of this, Chargefox may request you to remedy the matter within 5 Business Days from receipt of such request from Chargefox, Chargefox may elect to temporarily remove the relevant Charging Station from the Chargefox Network without further notice to you. You must remedy the relevant defect and ensure the Charging Station



a material breach of this agreement enabling Chargefox to terminate this Agreement under clause 12.3.

(ii) the Subscriber must, no more than once every 12 months during the Term, conduct a preventative maintenance and an inspection of each of the Charging Stations in respect of compliance with this agreement and if requested by Chargefox, provide Chargefox with a copy of the preventative maintenance report and any written report from the annual inspection, including photos of the Charging Stations and their surroundings.

(iii) where a defect or fault with a Charging Station poses a risk to safety and health, you must notify Chargefox as soon as you become aware of the defect or fault and use best endeavours to rectify the defect or fault immediately (or restrict access to the relevant Charging Stations to address the risk) within 4 hours of becoming aware of the defect or fault.

2.7 To the maximum extent permitted by law, you agree to hold Chargefox harmless against any liability, claims, proceedings, costs, expenses and damages which Chargefox may suffer or incur as a result of a failure by you to comply with one or more of the following:

(a) Charging Station manufacturer's instructions;

(b) EVSE manufacturer's instructions;

(c) Chargefox's instructions; or

(d) your obligations under any applicable laws and regulations, including, for the avoidance of doubt, any loss, damage, liability, expense, payment or cost, including legal and other professional costs on a full indemnity basis (Loss) arising out of a claim made by an End User in respect of damage caused to them or their electric vehicle, directly or indirectly, by your Charging Station or EVSE.

2.8 Chargefox may modify or update the Chargefox Network Portal without notice.



... its operation, subject to the terms of Chargefox's Privacy Policy.

3 Fees and payment

3.1 The fees payable by you include:

- (a) the Network Service Fee as set out in your online form;
- (b) 5% per annum of any invoiced amount not received by Chargefox by the payment due date in the relevant invoice (Late Payment Fee); and
- (c) 5% of any amounts charged to End Users in respect of each Charging Station (End User Transaction Fee), (together, the Fees).

3.2 You must pay the Fees in accordance with these Terms. Unless otherwise agreed, Chargefox will disburse revenue from your Charging Stations to you after deducting Chargefox's Fees on a quarterly basis.

3.3 Upon receipt of an invoice from Chargefox, you must pay the amounts set out in that invoice by the payment due date set out in that invoice.

3.4 If any invoiced Fees are not received by Chargefox by the payment due date in the relevant invoice, Chargefox may charge the Late Payment Fee in respect of that invoice.

3.5 If these Terms are terminated in accordance with clause 12:

(a) in the case of clause 12.3 by Chargefox or clause 12.2 by you, you will not be entitled to any refund of any Fees as a result of such termination; and

(b) in the case of clause 12.2 by Chargefox, or clause 12.3 by you, Chargefox will refund to you a pro-rata portion of any Fees paid in advance.

3.6 CPI



... (concept for the last payment fee).

CPI means the "Weighted Average of Eight Capital Cities: All Groups Consumer Price Index" published by the Australian Bureau of Statistics (or such substitute index as may be published by the Australian Bureau of Statistics from time to time).

4 Content on Chargefox Network Portal

4.1 The content in the Chargefox Network Portal and any other information provided to you is for general information purposes only. You acknowledge and agree that, while Chargefox has attempted to provide accurate information regarding the status of your Charging Stations through the Chargefox Network Portal, such information may change frequently and in no event will Chargefox be responsible for the accuracy, usefulness or completeness of the content in the Chargefox Network Portal, nor does it warrant that any such content is the most current version thereof. Chargefox does not warrant or make any representations as to any third party products or services described or referred to in the Chargefox Network Portal, the Chargefox Apps, on the Website or otherwise. Any use of the content by another person or organisation is at the user's own risk.

4.2 Chargefox may modify any information, including in relation to your Charging Equipment, in the Chargefox Network Portal at its absolute discretion for any reason, without notice. All updates and modifications to the Chargefox Network Portal, Chargefox Apps or the Website will be subject to these Terms and the Chargefox Network Terms and Conditions of Use.

4.3 If any Charging Station is not, or ceases to be, a Public Charging Station, you must notify Chargefox as soon as practicable so that the status of that Charging Station can be updated to a Private Charging Station and/or removed from the Chargefox App. If there are any



the general public and includes charging stations located in a facility that is open to the general public but requires as a condition of public access the payment of entry fees or a booking such as public car parks and caravan parks.

Private Charging Stations means a charging station that is restricted to the use of business/private patrons or residents and is not available to the general public.

5 Access to Chargefox Network Portal

5.1 Chargefox does not warrant that you will have continuous access to the Chargefox Network Portal, the Chargefox Apps or Website. Chargefox will not be liable if the Chargefox Network Portal, Chargefox Apps or Website are unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

5.2 Chargefox cannot and does not guarantee the security or confidentiality of these communications or the security of the Chargefox Network Portal, Chargefox Apps or Website.

5.3 Chargefox may modify any information, including in relation to your Charging Equipment, in the Chargefox Network Portal at its absolute discretion for any reason, without notice. All updates and modifications to the Chargefox Network Portal, Chargefox Apps or the Website will be subject to these Terms and the Chargefox Network Terms and Conditions of Use.

6 Taxes

6.1 Unless expressly stated otherwise, prices provided by Chargefox under or in connection with these Terms are exclusive of all taxes, imposts, levies, duties, excise and charges, deductions or withholdings, however



...ability for taxes incurred in connection with these terms.

6.2 If Chargefox is required by Law to make a deduction or withholding for or on account of any Taxes from a payment, no additional payment will be made to you.

6.3 GST

(a) Unless the contrary intention appears, terms used this clause 6 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Law**) have the same meaning given in the GST Law.

(b) Unless otherwise expressly stated in this agreement, all amounts payable or consideration to be provided under or in accordance with this agreement are exclusive of GST.

(c) If GST is or becomes payable on a supply made under or in connection with this agreement, the recipient of the taxable supply must pay to the party making the supply an additional amount equal to the amount of GST payable on or for the taxable supply, subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment (unless otherwise agreed under this clause). Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made in accordance with this agreement.

(d) If a party becomes liable for any penalties or interest as a result of a late payment of GST, where that late payment is as a direct result of a failure of another party to comply with the terms of this clause 6, that other party must pay to the first party an additional amount on demand equal to the amount of those penalties and interest.

(e) If the GST payable in relation to a supply made under or in connection with this agreement varies from the GST amount paid by the recipient in respect of that supply due to an adjustment event, then the other party will apply to the Commissioner for a refund of and provide to the recipient a corresponding refund or credit and the other party must issue a corresponding adjustment note.



in respect of each taxable supply or the arrangements made by Chargefox to you under clause 2.2(b)(iv) of this Agreement (**RCTI Supplies**):

(i) Chargefox is authorised to issue a Recipient Created Tax Invoice to you and will issue a Recipient Created Tax Invoice in respect of each RCTI Supply made under this Agreement within 28 days of the making of, or determination of, the value of, that RCTI Supply.

(ii) You will not issue a tax invoice in respect of any RCTI Supply made to Chargefox under this Agreement unless required by applicable GST law;

(iii) Chargefox warrants that it is registered for GST purposes and will notify you if it ceases to be so registered or ceases to comply with any of the relevant requirements of GSTR 2000/10; and

(iv) You warrant that you are registered for GST purposes and will notify Chargefox if you cease to be so registered or ceases to comply with any of the relevant requirements of GSTR 2000/10; and

(v) Each party acknowledge that Chargefox must not issue a Recipient Created Tax Invoice in respect of a RCTI Supply to the extent that either party has failed to comply with any of the relevant requirements of GSTR 2000/10.

(vi) The parties acknowledge that Chargefox is treated as a separate supplier under section 153-50 of the GST Act in respect of all supplies made to third parties under this arrangement and that invoices for charging fees which will be disbursed to you under this agreement will be issued to third parties in the name of Chargefox in its capacity as principal in making the supply.

7 Carbon Abatement

7.1 Any emissions reductions, environmental attributes, carbon abatement or offset rights or activities whatsoever which are associated with, are potentially available from, or arise from or in connection with the use of our Products and / or any Charging Station that utilises our Products which could potentially give rise to the creation of Carbon



be the sole owner of such emissions reductions, environmental attributes and related rights, will have authority as the project proponent to create related Carbon Credits under any relevant Carbon Credit Scheme, and that Chargefox may deal with any Carbon Credits as they see fit, including by assignment or sale to any third party. You agree to take all action reasonably necessary to affect the assignment or to provide for the creation and vesting of Carbon Credits, emissions reductions or related rights to Chargefox (or persons nominated by Chargefox), and not to take any action that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits, emission reductions, environmental attributes or related rights.

7.3 For the purposes of this clause 7:

(a) Carbon Credit means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme; and

(b) Carbon Credit Scheme means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or GHG emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

(c) Product means any product or service provided by Chargefox including but not limited to the Chargefox Network, Chargefox Network Portal, Chargefox Apps, Charging Stations and Website.

8 Intellectual property

8.1 For the purposes of this clause 7, Intellectual Property Rights means:

(a) all intellectual property rights throughout the world, including all:

i. rights in relation to inventions, including patent rights and applications;



applications, including service marks (Marks);

iv. licences;

v. know-how and trade secrets;

vi. proprietary processes and formulae, source and object code, algorithms;

vii. design;

viii. circuit layouts; and

ix. all documentation and media relating to the above, such as, without limitation, manuals and records; and

x. moral rights

8.2 As between you and Chargefox, Chargefox owns all Intellectual Property Rights in and to:

(a) any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material (Material) provided, created or developed by or on behalf of Chargefox in connection with these Terms; and

(b) any modifications or enhancements to such Material, and you assign to Chargefox any modifications or enhancements made by or on behalf of you immediately from creation, (Chargefox IP).

8.3 Except as otherwise agreed in writing by Chargefox, you must not:

(a) create derivative works based on any Chargefox Network Service;

(b) access, copy, frame or mirror any part or content of the Chargefox Network Services for any improper purpose, including in order to build a competitive product or service, but which, for the avoidance of doubt, does not include copying or framing on your own intranet or otherwise for its own internal business purposes;



IP or any Intellectual Property Rights substantially similar to any Chargefox IP; and

(e) remove, conceal or cover any Marks used by Chargefox in connection with the Chargefox Network Services or any other markings, labels, legends or Marks installed or placed on any Charging Station or any related EVSE for use in connection with any Charging Station.

8.4 Upon termination of your subscription, you must immediately cease all use of any Marks used by Chargefox in connection with the Chargefox Network Services.

9 Confidentiality

9.1 In respect of you and Chargefox, all information (whether oral or written):

(a) about or in connection with the business or affairs of either you or Chargefox (including your related bodies corporate's operations, administration, finances, customers, contractors or shareholders), disclosed by either you or Chargefox during the course of any discussion between the Parties, oral or written, including any discussions prior to the date of these Terms (Discussions), created by you or Chargefox in connection with the Discussions, or which otherwise becomes known to the other party; or

(b) designated by you or Chargefox as being confidential, is confidential information (Confidential Information).

9.2 Subject to clause 9.3, you and Chargefox agree to:

(a) keep strictly confidential all Confidential Information of or relating to the other, including the existence of such Confidential Information;

(b) use or copy the other's Confidential Information only for the purposes of these Terms; and



Commercial Information through or on behalf of it will not use, copy, or disclose the other party's Confidential Information, other than for the purposes of these Terms.

9.3 You and Chargefox must, and must ensure that no Representative or other person who has access to the other party's Confidential Information through or on behalf of it (it and each such Representative or person a Disclosing Party) will, not disclose any Confidential Information of the other party except:

- (a) where the Disclosing Party is required to do so by Law;
- (b) with the prior written consent of the other party; or
- (c) as otherwise expressly permitted under these Terms, provided that it will take all reasonable steps to:
- (d) only disclose that part of the Confidential Information which is required or permitted to be disclosed;
- (e) as soon as practicable, where the disclosure is required by Law, advise the other party of the requirement placed upon it; and
- (f) ensure that any party to whom it discloses the Confidential Information is aware of the confidential nature of the Confidential Information and has agreed to comply with the confidentiality obligations under these Terms.

9.4 Within 10 Business Days of termination of your subscription, you and Chargefox must return, destroy or permanently de-identify any of the other party's Confidential Information in its possession or control, except to the extent and for so long as that Confidential Information is required to be retained for the purposes of Law, litigation and performance of its obligations under these Terms.

10 Warranties and consumer guarantees



10.2 Any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms in relation to any service supplied by Chargefox by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law, including any implied warranties of acceptable quality or fitness for a disclosed purpose.

10.3 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.

11 Limitations of liability

11.1 Chargefox will not be liable to you for any loss or damage to you or your Charging Station, indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with your subscription to and use of the Chargefox Network, the Chargefox Apps, the Website and all links to or from the Website unless, and to the extent that, such damage or loss is directly caused by:

(a) the gross negligence of Chargefox; or

(b) the fraud or wilful breach by Chargefox of any of its obligations under these Terms, provided that such loss or damage is reasonably foreseeable and is not caused by something beyond Chargefox's control (including, for the avoidance of doubt, any act or omission of any third party, any force major event, any damage of any kind of your Charging Station or the premises on which the Charging Station is located caused by an End User or otherwise, or any breach by you of these Terms).



...of a supply under these terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the total amount of Fees paid to and received by Chargefox in the calendar year prior to the event giving rise to the claim.

11.3 Neither you nor Chargefox will be liable for any consequential Loss suffered by the other party, including any loss of revenue, profit or anticipated savings, or any loss suffered as a result of business interruption.

11.4 Neither you nor Chargefox will be liable for any Loss suffered by the other party, including in respect of any loss of data, as a result of:

- (a) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
- (b) interruptions in wireless or mobile services;
- (c) interruptions to the Chargefox Network attributable to unauthorised intrusions; or
- (d) interruptions in services provided by any internet service provider.

12 Termination

12.1 For the purposes of this clause 12, Insolvency Event means, in relation to you or Chargefox, any of the following:

- (a) you or Chargefox ceases or takes steps to cease to conduct its business in the normal manner;
- (b) you or Chargefox enters into, or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- (c) you or Chargefox is unable to pay its debts when they are due or is deemed to be insolvent under the Corporations Act 2001 (Cth);



Chargefox

(e) an application or order is made or a resolution is passed for the winding up of you or Chargefox; or

(f) any act or event analogous or having a substantially similar effect to any of the events specified above.

12.2 You or Chargefox may terminate your subscription with at least 3 months' written notice to the other party.

12.3 You or Chargefox may terminate your subscription with immediate effect if:

(a) a material breach of these Terms has been committed by the other party and, where such breach is capable of remedy, that breach has not been rectified within 20 Business Days of receipt of written notice of that breach; or

(b) an Insolvency Event occurs in respect of the other party.

12.4 Chargefox may terminate your subscription with immediate effect if you have not paid any Fees due and payable within 20 Business Days of the relevant invoice date.

12.5 Without limiting clause 3(e), following termination of your subscription, Chargefox will take reasonable steps to remove your Charging Stations from the Chargefox Network and the Chargefox Network Portal within 5 Business Days of termination. Any amounts charged to End Users in respect of your Charging Stations which have been:

(a) accrued prior to termination but remain unpaid; and

(b) incurred between the date of termination and the Charging Station's removal from the Chargefox Network, will be remitted to you as disbursements, less the End User Transaction Fee, as soon as practicable and in any case within 20 Business Days following termination of your subscription.



approvals) shall be in writing and given to its recipient by email to the relevant email address provided in the online form, or as otherwise advised by the recipient, receipt of which in each case will be regarded as received on the second Business Day after sending.

14 General

14.1 (Relationship between you and Chargefox) Neither you nor Chargefox must represent yourselves, and must ensure that your Representatives do not represent themselves, as employees or agents of the other.

14.2 (Remedies) Both you and Chargefox acknowledge that, in the event of any breach of these Terms by either of you or by any of your representatives, the other party may be entitled to equitable relief, including without limitation, an injunction, in addition to damages.

14.3 (Severability) if a provision of these Terms is wholly or partly invalid or unenforceable, the provision or part will be treated as deleted from these Terms without affecting the validity or enforceability of the remaining provisions. You and Chargefox shall in this event seek to agree within a reasonable time upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable while maintaining the economic balance between you and Chargefox.

14.4 (Exercise and waiver of rights)

(a) The rights or remedies available to you and Chargefox are cumulative and do not affect any other right or remedy of you and Chargefox under these Terms or Law.

(b) Any failure to exercise any right or remedy available to either you or Chargefox, or any partial exercise of any right or remedy does not limit your respective rights to exercise that or any other right or remedy.

(c) Any waiver to these Terms must be done in writing.



Chargefox against any amount payable to you by Chargefox.

14.7 (Transfer) Neither you nor Chargefox may assign, novate or transfer any of your rights or obligations under your subscription and these Terms without the prior written consent of the other party (which will not be unreasonably withheld).

8. (Chargefox Supported Hardware) You acknowledge and agree that:

1. the Charging Stations and related equipment used for the Charging Stations must be a supported hardware as listed on the Website (**Supported Hardware**), which Chargefox may update from time to time (a copy of which is available at <https://support.chargefox.com/hc/en-au/articles/6954291325071-Supported-Hardware-List>);
2. if a Charging Station is not a Supported Hardware, and at the time of nomination:
 1. is already scheduled to be tested for possible future inclusion as a Supported Hardware, you may request Chargefox test the Charging Station for compatibility with the Chargefox Network, and such testing will be performed at Chargefox's cost;
 2. is not scheduled to be tested for possible future inclusion as a Supported Hardware, you may request Chargefox test the Charging Station for compatibility with the Chargefox Network, and such testing will be performed at your cost for a fee of \$2,500 (excluding GST) per charge type;
1. Chargefox does not provide any guarantee that after such testing, the Charging Station will meet the requirements to be included as Supported Hardware; and
2. a Charging Station that is not Supported Hardware will not be supported on the Chargefox Network and therefore will not be added to the Chargefox Network.



- (a) headings and bold type are for convenience only and are not intended to affect the interpretation of these Terms;
- (b) where context requires, words in the singular include the plural, and vice versa;
- (c) unless expressly stated otherwise, a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to these Terms;
- (d) any inclusive language is to be interpreted as without limitation;
- (e) any consent or approval that may be provided by a party may or may not be provided at that party's absolute discretion;
- (f) a reference to days mean calendar days;
- (g) a reference to a document includes all subsequent variations, supplements, replacements or novations of that document;
- (h) a reference to a person includes any individual or entity, including partnerships, joint ventures or associations, whether incorporated or unincorporated; and
- (i) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.

16 Governing law

16.1 These Terms will be governed by and interpreted in accordance with the laws of Victoria, Australia.

16.2 You and Chargefox irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia in respect of any proceedings arising in connection with these Terms.

17 Contacting us



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up-to-date on all
the latest from
Chargefox.

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Business

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Charging Network

FAQs

Support

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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 B – OTHER DISCLOSURE

DESCRIPTION OF PARCEL

Description of Parcel

The Parcel is situated at 57 Skyring Terrace, Newstead QLD 4006.

The real property description is as follows:

| Lot and Plan No | Title Reference | Rights and interests reserved to the Crown |
|---------------------|-----------------|--|
| Lot 71 on SP 322390 | 512434106 | Deed of Grant No. 19549114 (ESA 61) and Deed of Grant No. 19549175 (ESA 58) |

Subdivision of Parcel

The Seller proposes to subdivide the Parcel as follows:

1. Lot 71 on SP 322390 will be subdivided by SP 322424 to create lots 1 and 2 on SP 322424. A plan showing the proposed subdivision **follows this page (Subdivision Plan)**;
2. Lot 1 on SP 322424 will be the Scheme Land and will be further subdivided by SP 322426 to create the Scheme; and
3. Lot 2 on SP 322424 will not form part of the Scheme. The interaction of Lot 2 on SP 322424 with the Scheme will be governed by the access easement and air easement referred to below.

Common Property accessible by public

The Seller discloses to the Buyer that parts of the Common Property within the outdoor open space on the ground floor will be fully accessible by the public. These parts of the Common Property will be maintained and insured by the Body Corporate at the cost of the Body Corporate but will be accessible by the public in accordance with the requirements of the development approval for the Scheme.

Easements

The Seller proposes to grant an easement burdening the Common Property for the benefit of Lot 2 on SP 322424 for the purpose of access (**Access Easement**). The location of the Access Easement will be generally in the location shown as Easement A on SP 322425 on the Subdivision Plan. A draft copy of the Access Easement **follows this page**.

The Seller proposes to grant an easement burdening the Common Property for the benefit of Lot 2 on SP 322424 for light and air purposes (**Light and Air Easement**). The location of the Light and Air Easement will be generally in the location shown as Easement C on SP 324698 on the Subdivision Plan. A draft copy of the Light and Air Easement **follows this page**.

The Seller proposes to grant an easement to Brisbane City Council for drainage purposes generally in the location shown as Easement B on SP 322424 on the Subdivision Plan. The easement will be on the standard terms required by Brisbane City Council.

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.

PART B – OTHER DISCLOSURE

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 Development or as otherwise required by any Authority.

CLIENT

MIRVAC QUEENSLAND PTY LTD

PROJECT

PROPOSED RECONFIGURATION
LOTS 1 & 2 AND EASEMENTS A, B, C & D
CANCELLING
LOT 71 ON SP322390
(57 SKYRING TERRACE, NEWSTEAD)

LOCAL AUTHORITY
BRISBANE CITY COUNCIL

NOTES

(i) This plan was prepared for the purpose and exclusive use of MIRVAC QUEENSLAND PTY LTD to accompany an application to BRISBANE CITY COUNCIL for approval to reconfigure the land described herein and is not to be used for any other purpose or by any other person.

(ii) LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered however arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (i), (ii) or (i) hereof.

(iii) The contours shown herein are from survey completed by LandPartners Pty Ltd on 11/09/2015 (BRMM2372-CUN-001A).

(iv) This document has been created using design plans (listed below) prepared by LandPartners Pty Limited.

- CAD-A-GA-808(E)
- CAD-A-GA-802(E)
- CAD-A-GA-801(E)
- CAD-A-GA-101(E)

(v) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary.

(vi) This plan may not be copied unless these notes are included.

| STAGE | NO. OF LOTS | NEW ROAD AREA | PARK AREA | TOTAL AREA |
|-------|-------------|---------------|-----------|------------|
| 1 | 2 | - | - | 1.0264ha |



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W: www.landpartners.com.au

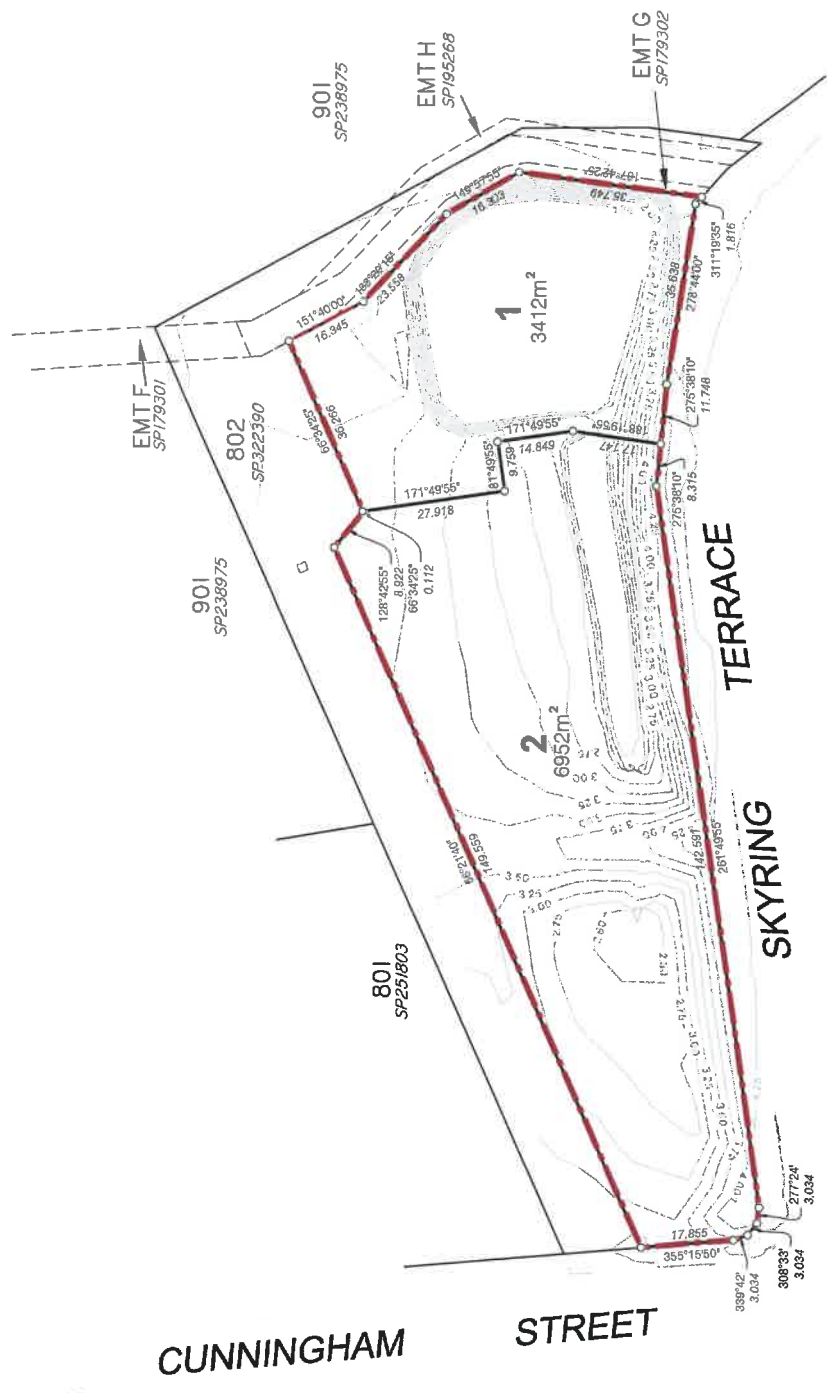


| | | | |
|------------------|--------------------|------|------------|
| LEVEL DATUM | AHD D | | |
| LEVEL ORIGIN | PSM138305 RL.1.574 | | |
| CONTOUR INTERVAL | 0.25m | | |
| COMPUTER FILE | BRMM2372-CUN-48-5 | | |
| DRAWN | TEL | DATE | 11/03/2021 |
| CHECKED | LFB | DATE | 11/03/2021 |
| APPROVED | MLM | DATE | 11/03/2021 |
| UDN | BRMM2372-CUN-51-5 | | |

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LEGEND:
SITE BOUNDARY

*Refer sheets 2-5 for details of proposed easements



OVERALL
1
1
5

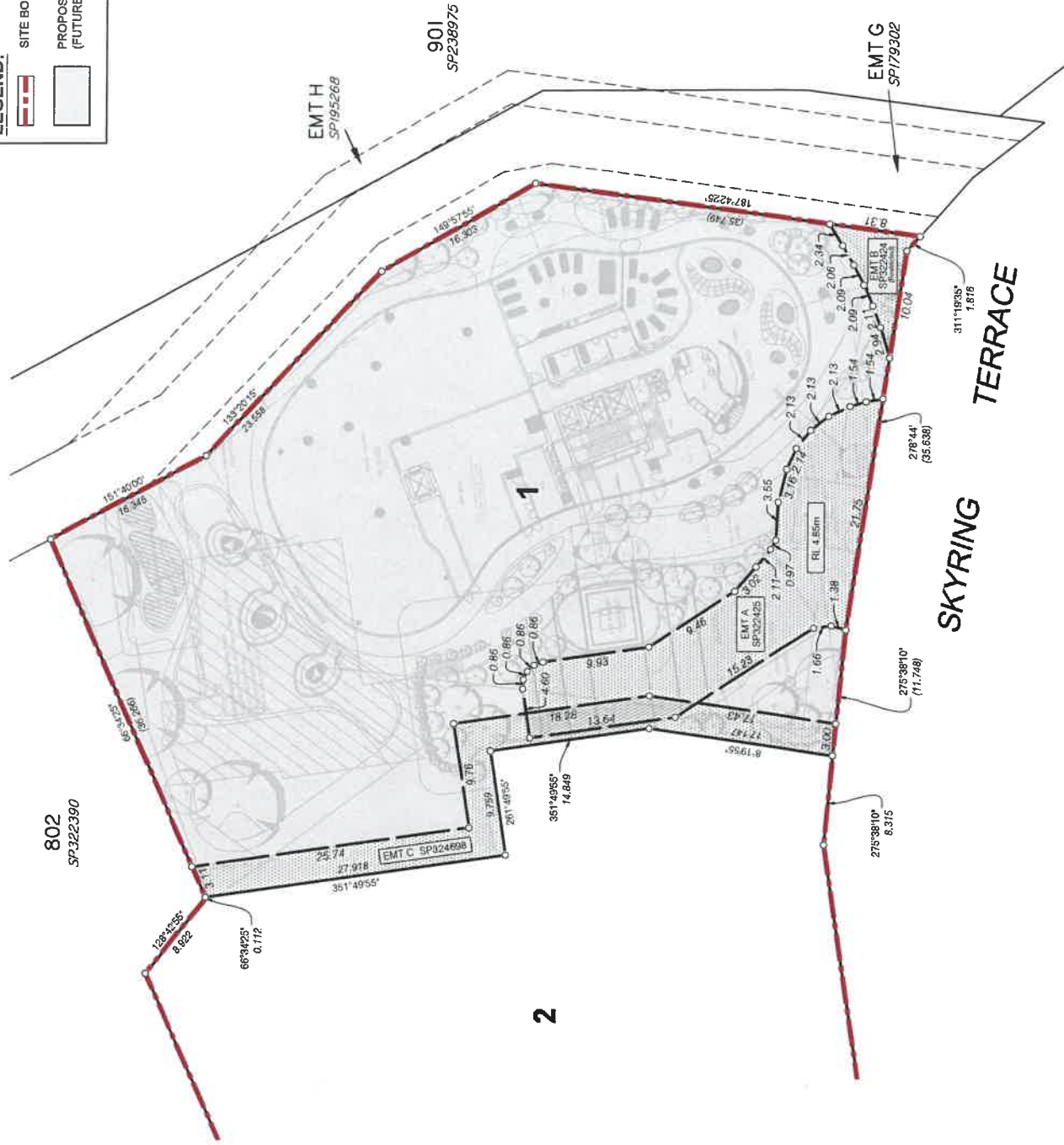
NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

*EMT D on SP322699 - Energex easement to be determined



LEGEND:

- SITE BOUNDARY
- PROPOSED LOT 1 (FUTURE STAGE 1 CTS)



LEVEL 1 (GROUND)

| | |
|--------------------------|---|
| CLIENT | MIRVAC QUEENSLAND PTY LTD |
| PROJECT | PROPOSED RECONFIGURATION LOTS 1 & 2 AND EASEMENTS A, B, C & D CANCELLING LOT 71 ON SP322390 (57 SKYRING TERRACE, NEWSTEAD) |
| LOCAL AUTHORITY | BRISBANE CITY COUNCIL |
| NOTES | <p>(i) This plan was prepared for the purpose and exclusive use of MIRVAC QUEENSLAND PTY LTD in accordance with an application to BRISBANE CITY COUNCIL for approval to reconfigure the land described in the application to be used for any other purpose or by any other person or corporation.</p> <p>(ii) LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered however arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (i), (ii) or (iii) hereof.</p> <p>(iii) The contours shown herein are from survey completed by LandPartners Pty Ltd on 11/08/2015 (BRMM2372-CUN-001A).</p> <p>(iv) This document has been created using design plans (listed below) prepared by Mirvac Design Pty Limited:</p> <ul style="list-style-type: none"> - CAD-A-GA-B01(E) - CAD-A-GA-B02(E) - CAD-A-GA-B01(E) - CAD-A-GA-L01(I) <p>(v) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary.</p> <p>(vi) This plan may not be copied unless these notes are included.</p> |
| STAGE No. OF LOTS | 2 |
| NEW ROAD | - |
| AREA OF PARK | - |
| TOTAL AREA | 1.0364ha |
| SCALE BAR | 10m 0 20 50m |
| SCALE | 1:1000 @ A3 |
| LANDPARTNERS | <p>BRISBANE OFFICE Level 1 18 Little Crabb Street, Milton QLD 4061 PO BOX 100 Milton QLD 4064 www.landpartners.com.au</p> <p>P: (07) 3642 1000 F: (07) 3642 1001 E: info@landpartners.com.au</p> |
| LEVEL DATUM | AHD D |
| LEVEL ORIGIN | PSM138305 RLL1574 |
| CONTOUR INTERVAL | 0.25m |
| COMPUTER FILE | BRMM2372-CUN-49-5 |
| DRAWN | DATE 11/03/2021 |
| CHECKED | DATE 11/03/2021 |
| APPROVED | DATE 11/03/2021 |
| UDN | BRMM2372-CUN-51-5 |

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

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CLIENT
MIRVAC QUEENSLAND PTY LTD

PROJECT
**PROPOSED RECONFIGURATION
LOTS 1 & 2 AND EASEMENTS A, B, C & D
CANCELLING
LOT 71 ON SP322390
(57 SKYRING TERRACE, NEWSTEAD)**

LOCAL AUTHORITY
BRISBANE CITY COUNCIL

NOTES

(i) This plan was prepared for the purpose and to evaluate the use of MIRVAC QUEENSLAND PTY LTD to accompany an application to BRISBANE CITY COUNCIL for approval to reconfigure the land described in this plan and to be used for any other purpose or by any other person.

(ii) LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (iii), (iv) or (v) hereof.

(iii) The contours shown herein are from survey completed by LandPartners Pty Ltd on 11/09/2015 (BRMM2372-CUN-001A).

(iv) This document has been created using design plans (listed below) prepared by LandPartners Pty Ltd.

(v) The dimensions, areas, number of lots, size and location of improvements and flood information (if shown) are approximate only and may vary.

(vi) This plan may not be copied unless these notes are included.

| STAGE | No. OF LOTS | NEW ROAD | AREA OF PARK | TOTAL AREA |
|-------|-------------|----------|--------------|------------|
| 1 | 2 | - | - | 1.0364ha |

SCALE BAR
10m 0 20 50m

SCALE 1:1,000 @ A3

LANDPARTNERS
built environment consultants

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W: www.landpartners.com.au

ISO 9001
REGISTERED
MEMBER

LEVEL DATUM
AHD D

LEVEL ORIGIN
PSM138905 RL1.574

CONTOUR INTERVAL
0.25m

COMPUTER FILE
BRMM2372-CUN-49-5

DRAWN
TEL
DATE
11/03/2021

CHECKED
LFB
DATE
11/03/2021

APPROVED
MLM
DATE
11/03/2021

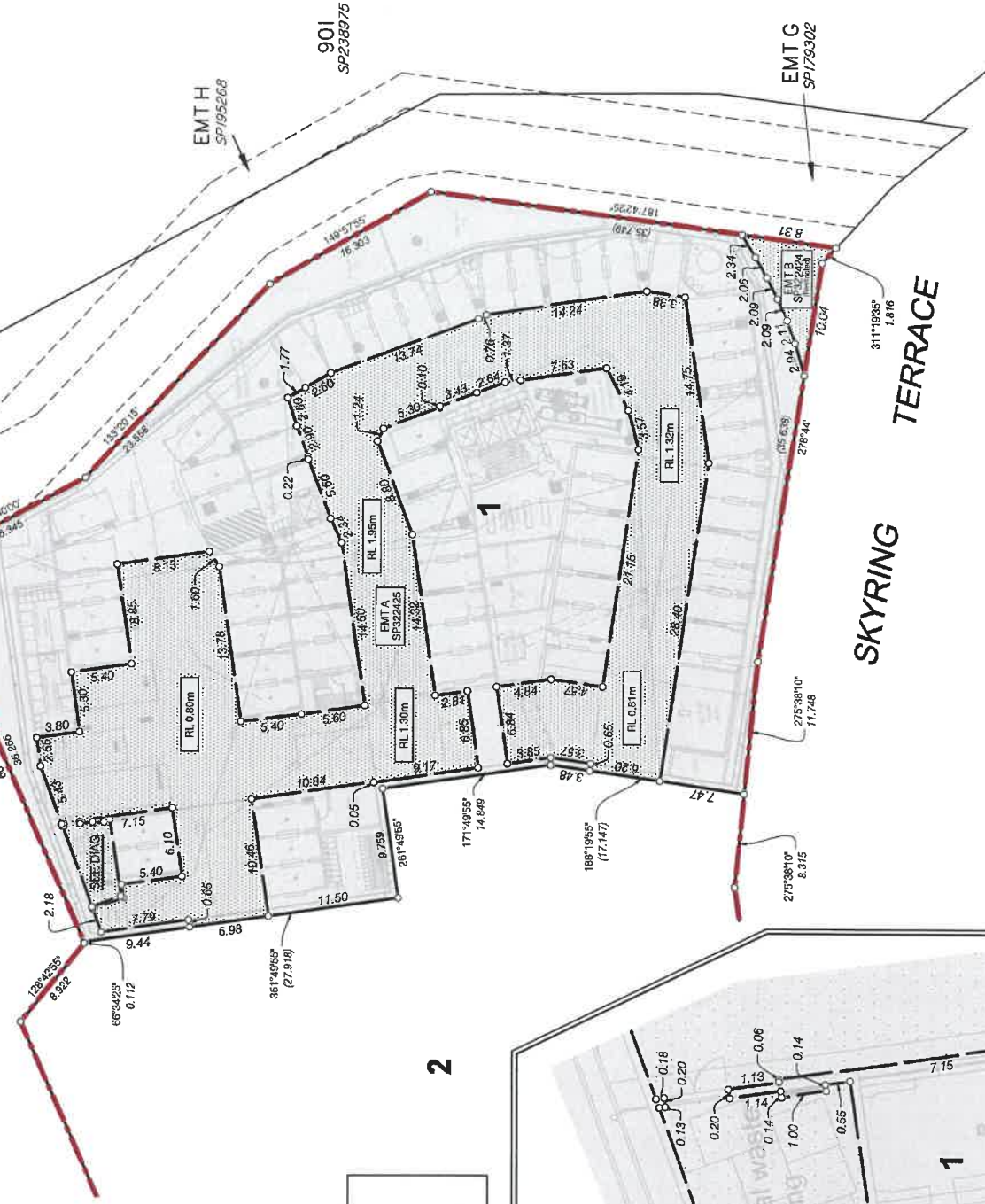
UDN
BRMM2372-CUN-51-5

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*EMT D on SP322699 - Eregex easement to be determined



802
SP322390



LEGEND:

- SITE BOUNDARY
- PROPOSED LOT 1 (FUTURE STAGE 1 CTS)

DIAGRAM
SCALE 1: 100



BASEMENT 1

| | |
|---|-----|
| 3 | LHS |
| 5 | |

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

CLIENT

MIRVAC QUEENSLAND PTY LTD

PROJECT

PROPOSED RECONFIGURATION
LOTS 1 & 2 AND EASEMENTS A, B, C & D
CANCELLING

LOT 1 ON SP232390
(57 SKYRING TERRACE, NEWSTEAD)

LOCAL AUTHORITY
BRISBANE CITY COUNCIL

NOTES

(i) This plan was prepared for the purpose and exclusive use of MIRVAC QUEENSLAND PTY LTD to accompany an application to BRISBANE CITY COUNCIL for approval to reconfigure the land described herein to be used for any other purpose or by any other person or corporation.
(ii) LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered however arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (i), (ii) or (iii) hereof.

(iii) The contours shown hereon are from survey completed by LandPartners Pty Ltd on 11/06/2015 (BRMM2372-CUN-001A), prepared by Mirvac Queensland Pty Limited.
- CAD-A-GA-B03(E)
- CAD-A-GA-B02(E)
- CAD-A-GA-B01(E)
- CAD-A-GA-L01(I)

(iv) The dimensions, areas, number of lots, size and location of improvements and flood information (if shown) are approximate only and may vary.
(v) This plan may not be copied unless these notes are included.

| STAGE | NO. OF LOTS | NEW ROAD AREA | PARK AREA | TOTAL AREA |
|-------|-------------|---------------|-----------|------------|
| 1 | 2 | - | - | 1.0364ha |

SCALE BAR



SCALE 1:1000 @ A3



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E: info@landpartners.com.au
W: www.landpartners.com.au



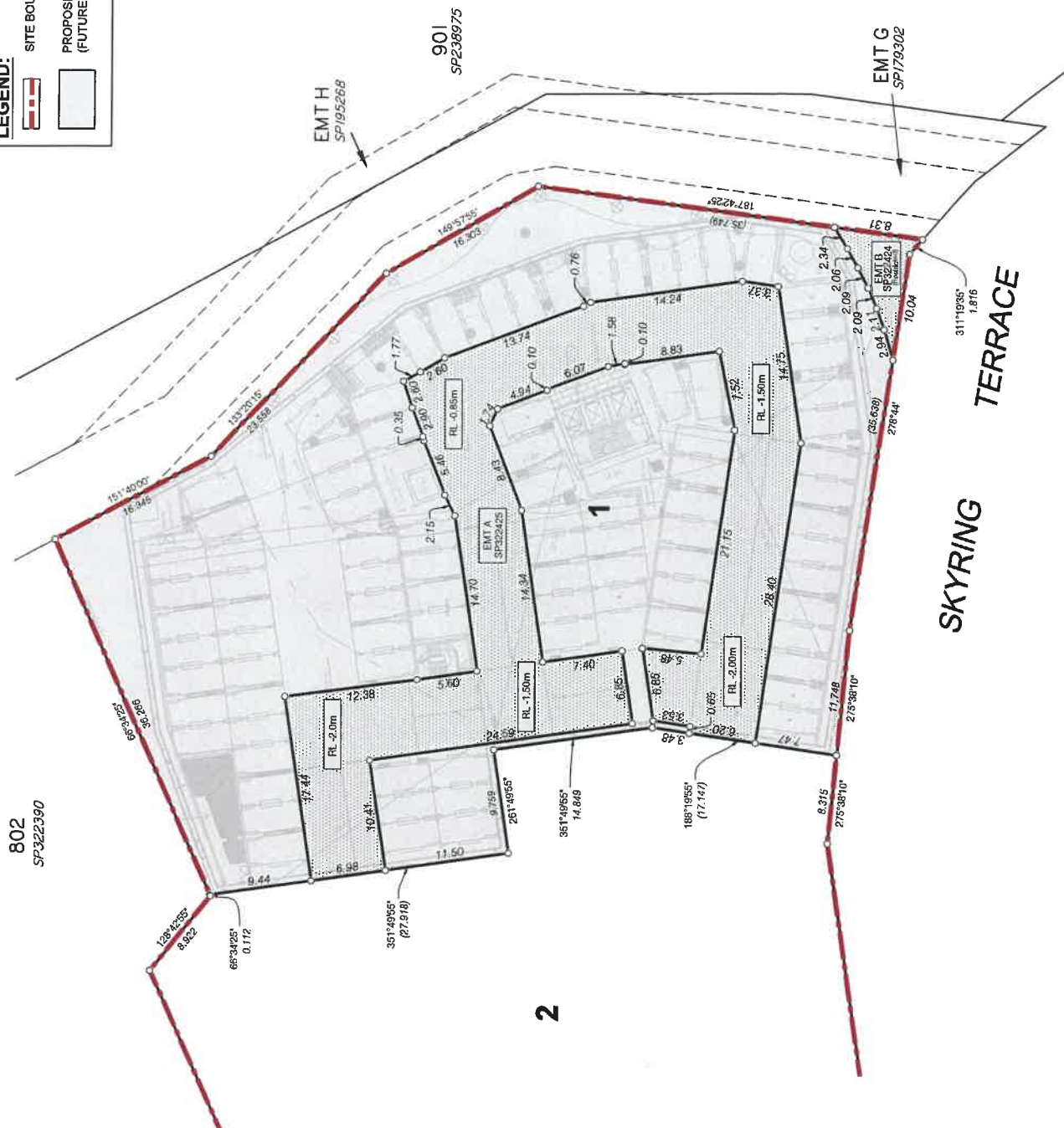
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|------------------|-------------------|------|------------|
| LEVEL DATUM | AHD D | | |
| LEVEL ORIGIN | PSM138305 RL1.574 | | |
| CONTOUR INTERVAL | 0.25m | | |
| COMPUTER FILE | BRMM2372-CUN-49-5 | | |
| DRAWN | TEL | DATE | 11/03/2021 |
| CHECKED | LFB | DATE | 11/03/2021 |
| APPROVED | MJM | DATE | 11/03/2021 |

UDN BRMM2372-CUN-51-5

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LEGEND:

- SITE BOUNDARY
- PROPOSED LOT 1 (FUTURE STAGE 1 CTS)



BASEMENT 2

| | |
|---|-----|
| 4 | LHS |
| 5 | |

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

| | |
|---------------------------|--|
| CLIENT | MIRVAC QUEENSLAND PTY LTD |
| PROJECT | PROPOSED RECONFIGURATION LOTS 1 & 2 AND EASEMENTS A, B, C & D CANCELLING LOT 71 ON SP322390 (57 SKYRING TERRACE, NEWSTEAD) |
| LOCAL AUTHORITY | BRISBANE CITY COUNCIL |
| NOTES | (i) This plan was prepared for the purpose and exclusive use of MIRVAC QUEENSLAND PTY LTD to accompany an application to BRISBANE CITY COUNCIL for approval to reconfigure the land described herein. It is to be used for any other purpose or by any other person or corporation. (ii) LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (iii), (iv) or (v) hereof. (iii) The contours shown herein are from survey completed by LandPartners Pty Ltd on 11/09/2015 (BRMM2372-CUN-001A). (iv) This document has been created using design plans (listed below) prepared by Mirvac Development Pty Limited. - CAD-A-GA-B003[E] - CAD-A-GA-B01[E] - CAD-A-GA-U1[U] (v) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary. (vi) This plan may not be copied unless these notes are included. |
| STAGE No. OF LOTS | 2 |
| NEW ROAD PARK AREA | 1.0364Ha |
| TOTAL AREA | 1.0364Ha |
| SCALE BAR | 10m 0 20 50m |
| SCALE | 1:1000 @ A3 |
| LEVEL DATUM | AHD D |
| LEVEL ORIGIN | PSM138305 RL1.574 |
| CONTOUR INTERVAL | 0.25m |
| COMPUTER FILE | BRMM2372-CUN-49-5 |
| DRAWN | TEL DATE 11/03/2021 |
| CHECKED | LFB DATE 11/03/2021 |
| APPROVED | MLM DATE 11/03/2021 |
| UDN | BRMM2372-CUN-51-5 |

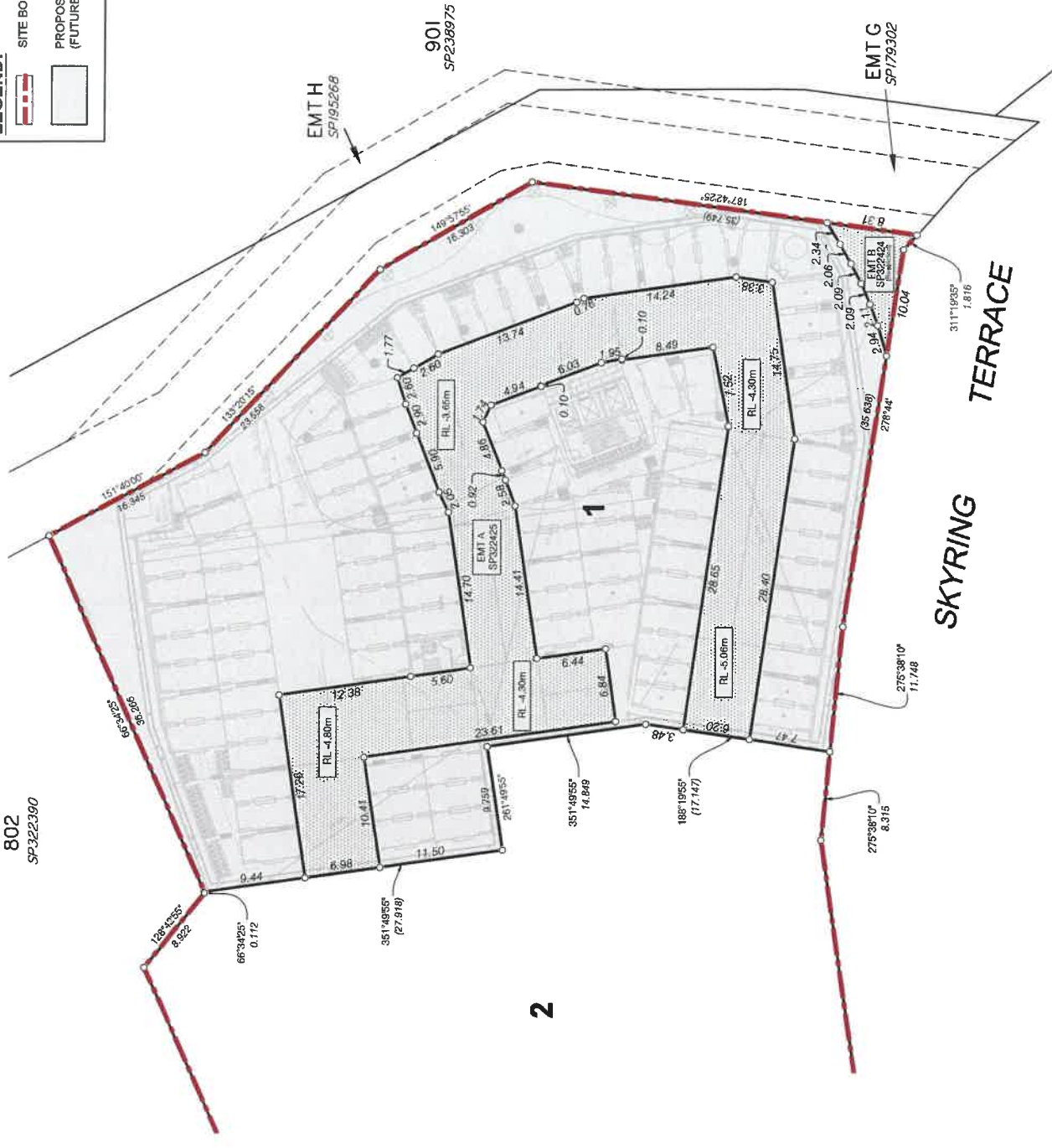
LANDPARTNERS
MULTI-DISCIPLINARY CONSULTANTS

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E: info@landpartners.com.au
www.landpartners.com.au

150 9981
1800 000 000
No. 2011-10000

LEGEND:

- SITE BOUNDARY
- PROPOSED LOT 1 (FUTURE STAGE 1 CTS)



BASEMENT 3

5
LHS
5

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 and the Land Act 1994 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.

| | | |
|--|--|---------------------------|
| 1. Grantor Mirvac Queensland Pty Limited ACN 060 411 207 | Lodger (Name, address & phone number) HWL Ebsworth Lawyers GPO Box 2033 BRISBANE QLD 4001 PH: (07) 3002 6700 Ref: MKL:971113 | Lodger Code 88A |
|--|--|---------------------------|

| | |
|---|------------------------|
| 2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Easement A on SP 322425 *Dominant Tenement (benefited land) Lot 2 on SP 322424 * not applicable if easement in gross | Title Reference |
|---|------------------------|

| | |
|---|--|
| 3. Interest being burdened Fee simple | *4. Interest being benefited Fee simple * not applicable if easement in gross |
|---|--|

| | | |
|-------------------------------|---|------------------------------------|
| 5. Grantee Given names | Surname/Company name and number | (include tenancy if more than one) |
| | Mirvac Queensland Pty Limited ACN 060 411 207 | |

| | |
|-----------------------------------|---|
| 6. Consideration \$1.00 | 7. Purpose of easement Access |
|-----------------------------------|---|

8. Grant/Execution
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

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

.....signature
.....full name
.....qualification

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

.....signature
.....full name
.....qualification

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

Mirvac Queensland Pty Ltd ACN 060 411 207 by its duly authorised attorneys
_____ and
_____ under Power of
Attorney No. ## who certify they have not received any notification of revocation
of the Power of Attorney

/ /
Execution Date **Grantor's Signature**

Mirvac Queensland Pty Ltd ACN 060 411 207 by its duly authorised attorneys
_____ and
_____ under Power of
Attorney No. ## who certify they have not received any notification of revocation
of the Power of Attorney

/ /
Execution Date **Grantee's Signature**

Title Reference ## and ##

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and those on the Form 9 apply unless the context requires otherwise:

Authorised Users means:

- a any owner or occupier of the Dominant Tenement from time to time and their agents, contractors, employees, invitees and other persons authorised by them; and
- b any owner or occupier of the Servient Tenement from time to time and their agents, contractors, employees, invitees and other persons authorised by them;

Authority means any body, government, local government, statutory instrumentality, planning body person or otherwise having or exercising control or regulatory authority over land or the over the present or future use or operation of land.

By-laws means the by-laws of the Scheme as amended from time to time.

Cost means any fee, cost, charge, expense, outgoing, payment, liability or other expenditure of any nature.

Dominant Tenement means the land described as the dominant tenement in Item 2 of the Form 9 in this Easement Instrument and includes any part of that land having the benefit of this Easement.

Easement means the easement granted by the Grantor to the Grantee pursuant to clause **Error! Reference source not found.**

Easement Instrument means the Form 9 Easement and this Schedule.

Grantee means the registered proprietor from time to time of the Dominant Tenement. If the Dominant Tenement is scheme land for a community titles scheme then the body corporate for the scheme is the Grantee.

Grantor means the registered proprietor from time to time of the Servient Tenement. If the Servient Tenement is scheme land for a community titles scheme then the body corporate for the scheme is the Grantor.

Grantor's Agents and Invitees means employees, officers, tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the Grantor.

Grantee's Development means the predominantly residential development proposed to be carried out on the Dominant Tenement.

Grantor's Land means the land containing the Servient Tenement from time to time however it may be described.

Purpose means for access by pedestrians and Vehicles over the Roadway to and from the Dominant Tenement.

Repairs and Maintenance means cleaning, maintaining, operating, managing, inspecting, repairing, replacing, altering, upgrading and renewing the Servient Tenement.

Scheme means the Quay Waterfront Newstead community titles scheme.

Servient Tenement means the land described as the servient tenement in Item 2 of the Form 9 in this Easement Instrument and includes each lot created by subdivision or further subdivision of the Servient Tenement.

Vehicles means vehicles howsoever described, including cars, utes, vans, trucks, bicycles, motor bikes, scooters, tractors, lawn mowers, trailers, mobile equipment or item of plant or machinery of any description.

Title Reference ## and ##

1.2 Interpretation

In this Easement Instrument:

- a headings are for reference only and do not affect the meaning of this Easement Instrument; and
- b the singular includes the plural and vice versa and words importing a gender include other genders; and
- c other grammatical forms of defined words or expressions have corresponding meanings; and
- d "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- e an agreement, representation or warranty:
 - . in favour of two or more persons is for the benefit of them jointly and severally; and
 - . on the part of two or more persons binds them jointly and severally; and
- f a reference to:
 - . a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
 - . a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document; and
 - . a law includes regulations and other instruments under it and amendments or replacements of any of them; and
 - . a thing includes the whole and each part of it; and
 - . a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
 - . the president of a body or authority includes any person acting in that capacity;
- g in any combination or list of options, the use of the word *or* is not used as a word of limitation;
- h a reference to a specific time means the time in Brisbane; and
- i "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.

2 GRANT AND ACCEPTANCE OF EASEMENT

- 2.1 The Grantor grants to the Grantee and its Authorised Users (in common with the Grantor and others now or hereafter having a grant or right) an Easement over the Servient Tenement for the Purpose.
- 2.2 The Grantee accepts the grant of the Easement in clause **Error! Reference source not found.**

3 USE OF THE SERVIENT TENEMENT

3.1 The Grantor and the Grantee must:

- a only use the Servient Tenement (or any part of it) for the purpose constructed;
- b not do or permit anything to be done on the Servient Tenement which may cause any nuisance to any person on or in the vicinity of the Servient Tenement (other than as reasonably required to exercise a right under this Easement); and

Title Reference ## and ##

c not cause any rubbish or litter to be or accumulate on the Servient Tenement.

3.2 The Grantor must not erect or allow any improvements on the Servient Tenement.

4 GRANTEE'S COVENANTS, RIGHTS AND OBLIGATIONS

4.1 The Grantee must comply with the By-laws of the Scheme as if it were an occupier of a lot within the Scheme.

4.2 The Grantee must not:

a park or leave Vehicles or any other obstruction on the Servient Tenement;

b interrupt or disturb the Grantor's right to enjoy the Servient Tenement;

c erect any improvements upon or within the Servient Tenement;

d obstruct the Servient Tenement; or

e allow any improvements on the Servient Tenement to be broken or damaged.

4.3 In exercising its rights, the Grantee must make good any damage caused to the Grantor's Land and any permitted improvements on the Servient Tenement but is not required to make good any damage to any improvements on the Servient Tenement that are not permitted by this Easement Instrument.

5 GRANTOR'S COVENANTS, RIGHTS AND OBLIGATIONS

5.1 The Grantor must not do, or permit any act or omission or cause any unreasonable interference which jeopardises or prejudicially affects the rights of the Grantee under this Easement Instrument.

5.2 Without limiting the generality of clause 5.1, the Grantor must not:

a obstruct, prevent or restrict the Grantee in the exercise of the rights granted by this Easement Instrument;

b park or leave Vehicles or any other obstruction on the Servient Tenement;

c interrupt or disturb the Grantee's right to enjoy the Servient Tenement; or

d cause any nuisance or hindrance on the Servient Tenement.

5.3 If the Grantor is attending to any works on the Grantor's Land (including the Servient Tenement), the Grantor may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the works. Any obstruction must be minimised so far as is reasonably possible.

6 REPAIRS AND MAINTENANCE

6.1 The Grantor must at all times maintain and keep the Servient Tenement and the improvements on and in the Servient Tenement in good order and repair and in a clean and tidy condition.

6.2 The Grantor is responsible for Repairs and Maintenance so as to comply with all applicable legislative requirements and Australian Standards.

7 COSTS

7.1 The Grantee must contribute toward the Costs of Repairs and Maintenance within 30 days after a written request for payment from the Grantor, such cost to be calculated as follows:

Cost x number of carparks within the Dominant Tenement / number of carparks within the Grantor's Land and the Dominant Tenement

Title Reference ## and ##

7.2 The Grantee must pay its share of any Costs in accordance with clause 7.1 within 30 days after receipt of a tax invoice for the relevant Cost from the Grantor.

7.3 The Grantor and Grantee acknowledge and agree that the Grantee is not required to contribute towards the cost of the maintenance and repair of the Servient Tenement until completion of the Grantee's Development and commencement of use of that development.

8 SECURITY

8.1 Subject to clause 8.2, the Grantor may install a security system within the Grantor's Land which restricts access to the Servient Tenement.

8.2 The Grantor must ensure that the Grantee and its Authorised Users are provided at the Grantee's cost with any access cards, keys, codes or other devices required to enable the Grantee and its Authorised Users to gain access to and from the Servient Tenement and any security system constructed or erected in accordance with clause 8.1.

8.3 Apart from any security system constructed or erected in accordance with clause 8.1, neither the Grantor nor the Grantee will at any time obstruct or permit to be obstructed the Servient Tenement or the entrances or exits to any part of the Servient Tenement or place any property on the Servient Tenement or do anything which will or may at any time or from time to time prevent or restrict unnecessarily the Grantor or the Grantee or any other person for the time being entitled to exercise the right of way and passage over and the right to use and enjoy the Servient Tenement.

9 GRANTEE'S INDEMNITY

9.1 The Grantee agrees that the Grantee and its Authorised Users access and use of the Servient Tenement at their risk.

9.2 The Grantee indemnifies and keeps indemnified the Grantor against any and all actions, claims, notices, proceedings, judgments, demands, losses, damages, Costs (including without limitation legal costs on a full indemnity solicitor and own client basis), charges, payments and expenses, whether present or future, direct or indirect, unascertained, immediate, future, consequential or contingent and whether at law, in contract or in equity, made or incurred, arising from, out of or by reason of:

- a personal injury or property damage to any third party or the Grantor;
- b any damage or destruction to the surface (other than as a result of fair wear and tear);

arising directly or indirectly out of the acts or omissions of the Grantee and its Authorised Users but only to the extent of such acts or omissions.

9.3 The Grantor indemnifies and keeps indemnified the Grantee against any and all actions, claims, notices, proceedings, judgments, demands, losses, damages, Costs (including without limitation legal costs on a full indemnity solicitor and own client basis), charges, payments and expenses, whether present or future, direct or indirect, unascertained, immediate, future, consequential or contingent and whether at law, in contract or in equity, made or incurred, arising from, out of or by reason of:

- a personal injury or property damage to any third party or the Grantee;
- b any damage or destruction to the surface (other than as a result of fair wear and tear);

arising directly or indirectly out of the acts or omissions of the Grantor and its Authorised Users but only to the extent of such acts or omissions.

9.4 Any damage or destruction to the Servient Tenement and the Grantor's Land by the Grantee or Authorised Users must be made good by the Grantee in a good, workmanlike manner returning the Servient Tenement to its former state.

Title Reference ## and ##

10 DEVELOPMENT OF THE DOMINANT TENEMENT

- 10.1** The Grantor and the Grantee acknowledge that the Grantee intends to cause or enable the Grantee's Development, which development may include the erection of improvements, installation of the services and new services infrastructure and the creation of a community titles scheme in accordance with the *Body Corporate and Community Management Act 1997 (Qld)*.
- 10.2** Immediately upon registration of any plan of survey and first community management statement creating the community titles scheme on the Dominant Tenement (**Scheme**) any obligation or liability of the Grantee in accordance with this Easement Instrument will from then on be borne and paid for by the body corporate for the Scheme.
- 10.3** The Grantee is not obliged to undertake the Grantee's Development. The Grantor must not object if the Grantor does not carry out any aspect of the Grantee's Development.
- 10.4** The Grantee may carry out the Grantee's Development at any time and without seeking any further consent of the Grantor.
- 10.5** The Grantor consents to any application by the Grantee to any Authority in respect of the Grantee's Development.
- 10.6** The Grantor must within 7 days after receiving a request from the Grantor, sign and return to the a Grantor any such application, consent form or any other documentation in the form required by the Grantee as may be reasonably required by an Authority or private certifier or the Grantor in respect of the Grantor's Development.

11 DEFAULT

- 11.1** If a party fails to comply with its obligations pursuant to this Easement Instrument (**Defaulting Party**), the other party (**Non Defaulting Party**) or their agent may request the Defaulting Party (by notice in writing to the Defaulting Party at the Defaulting Party's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).
- 11.2** If the Defaulting Party does not remedy or cease the breach within the time specified in clause 11.1, then the Non Defaulting Party or their agents may (without prejudice to any other remedy the Non Defaulting Party might have pursuant to this Easement Instrument or at law) remedy the breach.
- 11.3** Should the Non Defaulting Party or their agents exercise any of the rights, powers and remedies contained in clause 11.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 11.2 will be at the cost of the Defaulting Party. Such payment is to be made by the Defaulting Party to the Non Defaulting Party within 14 days of receipt by the Defaulting Party of written evidence of the expenses of the Non Defaulting Party for carrying out the works and taking the action contemplated by clause 11.2.

12 BENEFIT OF THIS EASEMENT

Unless inconsistent with the subject matter or context of other provisions of this Easement Instrument, the benefit of the Easement extends to all other persons claiming through or under the Grantee as if each of those persons are the Grantee.

13 COVENANTS TO ENURE

The benefits and burdens pursuant to the covenants of the Easement will enure for the benefit of and bind any and all persons deriving title to the Servient Tenement and Dominant Tenements from the Grantor or Grantee respectively.

14 FURTHER ASSURANCES

Title Reference ## and ##

Each party agrees, at its own expense, on request of the other party, to do everything reasonably necessary to give effect to this Easement Instrument and the transactions contemplated by it, including the execution of documents.

15 INSURANCE

Each party is responsible for keeping current their own public liability insurance for each of their respective rights and obligations under this Easement Instrument.

16 GST

Amounts exclude GST

16.1 Except as expressly stated otherwise in this Easement Instrument, all amounts payable or consideration to be provided under this Easement Instrument are exclusive of GST.

Responsibility for GST

16.2 Despite any other provision of this Easement Instrument, if GST is imposed on any supply made by the supplier under this Easement Instrument, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

16.3 The recipient must pay the amount under Clause 16.2 at the same time that payment for the supply must be made under this Easement Instrument and must pay the amount in addition to all other amounts payable by the recipient under this Easement Instrument.

Reimbursement of expenses

16.4 If this Easement Instrument requires a party to reimburse any other party for any reimbursable expense incurred by the other party, the amount that must be reimbursed by the first party will be the sum of:

- a the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- b if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.

Tax invoice

16.5 If the supplier makes a taxable supply to the recipient under this Easement Instrument, the supplier must provide a tax invoice to the recipient at or before the time of the payment of the amounts under Clauses 16.2 and 16.4.

Adjustments

16.6 If at any time an adjustment event arises in respect of any supply made by the supplier under this Easement Instrument, the supplier must provide the recipient with an adjustment note immediately upon becoming aware of the adjustment event. Where an adjustment event arises, a corresponding adjustment will be made between the supplier and the recipient in respect of any amount paid by the recipient to the supplier under Clauses 16.2 and 16.4 and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

17 NOTICES

17.1 Any notice or other communication given by a party in connection with this Easement Instrument is deemed to have been duly given when made in writing and signed by or by an agent of the party or, in the case of a corporation, by any authorised officer of the party and sent by delivery, prepaid post, facsimile or email or other digital means to:

- a the last known residential or business address of the other party (in the case of an individual); or

Title Reference ## and ##

b the registered office or last known business address of the other party (in the case of a corporation).

17.2 Any notice or other communication sent by:

- a delivery is deemed to have been received at the time and on the date that the letter is delivered;
- b post is deemed to have been received at the expiration of 2 business days after the date of posting;
- c facsimile is deemed to have been received upon production of the sending party's facsimile machine of a transmission report indicating the facsimile has been successfully sent; and
- d email or other digital means is deemed to have been received when they are sent, unless the sender receives notification that the email failed to be delivered to the recipient.

18 DISPUTE RESOLUTION

18.1 Any dispute which arises between the Grantor and the Grantee in relation to this Easement may be determined by a solicitor of the Supreme Court of Queensland appointed by the President at the relevant time of the Queensland Law Society Inc at the request of the Grantor or the Grantee.

18.2 The solicitor must act as an expert and not as an arbitrator and the solicitor's determination is final and binding on both parties.

18.3 The cost of the solicitor's determination will be borne equally by the Grantor and Grantee or as otherwise determined by the solicitor.

18.4 This method of determination of any dispute is without prejudice to the right of any party to have the dispute judicially determined by a Queensland Court of competent jurisdiction.

19 GOVERNING LAW AND JURISDICTION

19.1 This Easement is governed by and is to be construed in accordance with the laws of Queensland.

19.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought before those courts.

20 RIGHTS CUMULATIVE

Except as expressly stated otherwise in this Easement Instrument, the rights of a party under this Easement are cumulative and are in addition to any other rights of that party.

Title Reference ## and ##

21 WAIVER AND EXERCISE OF RIGHTS

- 21.1** Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a party may waive its right to insist upon the performance of a condition or obligation under this Easement Instrument which is to be performed by another party provided such waiver is in writing and signed for or on behalf of the party waiving the right to performance of such obligation or condition.
- 21.2** In the absence of a waiver in writing as permitted by sub-clause 1, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of another party can amount to, under any circumstances, 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.

22 DUTY

The Grantee must pay any duty on this Easement Instrument.

23 SEVERANCE

If it is held by a court of law that:

- a any part, clause or part of a clause of the Form 9 or this Schedule is void, voidable, illegal or unenforceable; or
- b the Form 9 or this Schedule is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of the Form 9 or this Schedule is severed from the Form 9 or this Schedule,

that part, clause or part of the clause will be severed from the Form 9 or this Schedule unless to do so would change the underlying principal commercial purposes of this Easement.

24 VARIATION

A variation of this Easement Instrument must be in writing and signed by the Grantor and the Grantee.

25 ENTIRE UNDERSTANDING

This Easement Instrument contains the entire understanding between the parties as to the subject matter of the Easement.

26 COMMUNITY TITLES SCHEMES

Each owner of a lot included in a CTS and their occupiers must exercise rights under this Easement Instrument and be represented as a lot included in that CTS through the Body Corporate and not directly as a Grantee or Grantor (as the case may be).

Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 and the Land Act 1994 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.

| | | |
|---|--|--------------------|
| 1. Grantor Mirvac Queensland Pty Limited ABN 24 060 411 207 | Lodger (Name, address, E-mail & phone number) | Lodger Code |
|---|--|--------------------|

| | |
|---|------------------------|
| 2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT C ON SP 324698 #Dominant Tenement (benefited land) # not applicable if easement in gross Lot 2 on SP 322424 | Title Reference |
|---|------------------------|

| | |
|---|--|
| 3. Interest being burdened Fee Simple | #4. Interest being benefited FEE SIMPLE # not applicable if easement in gross |
|---|--|

| | | |
|-------------------------------|--|------------------------------------|
| 5. Grantee Given names | Surname/Company name and number Mirvac Queensland Pty Limited ABN 24 060 411 207 | (include tenancy if more than one) |
|-------------------------------|--|------------------------------------|

| | |
|-----------------------------------|--|
| 6. Consideration \$1.00 | 7. Purpose of easement LIGHT AND AIR |
|-----------------------------------|--|

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of- *the attached schedule

* delete if not applicable

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

Mirvac Queensland Pty Ltd ACN 060 411 207 by its duly authorised attorneys

_____ and _____
under Power of Attorney No. ## who certify they have not received any notification of revocation of the Power of Attorney

.....signature

.....full name

.....qualification

Witnessing Officer

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

/ /
Execution Date

Grantor's Signature

Mirvac Queensland Pty Ltd ACN 060 411 207 by its duly authorised attorneys

_____ and _____
under Power of Attorney No. ## who certify they have not received any notification of revocation of the Power of Attorney

.....signature

.....full name

.....qualification

Witnessing Officer

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

/ /
Execution Date

Grantee's Signature

Title Reference ##

1. Definitions and interpretation

1.1 Defined terms

In this Easement Instrument unless the contrary intention appears:

Authority means any:

- (a) government or local government; or
- (b) governmental, semi-governmental, statutory or judicial: body, department, commission, authority, tribunal, agency, Minister, or entity; or
- (c) government-owned corporation or enterprise; or
- (d) a body or person authorised by law to give an approval, consent or certificate that a person must obtain to comply with a law.

Dominant Tenement means the land described as the dominant tenement in Item 2 of the Form 9 in this Easement Instrument and includes each lot created by subdivision or further subdivision of the Dominant Tenement.

Easement means the easement granted by the Grantor to the Grantee pursuant to clause 2.

Easement Instrument means the Form 9 Easement and this Schedule.

Grantee means the registered proprietor from time to time of the Dominant Tenement. If the Dominant Tenement is scheme land for a community titles scheme then the body corporate for the scheme is the Grantee.

Grantee's Development means the predominantly residential development proposed to be carried out on the Dominant Tenement.

Grantor means the registered proprietor from time to time of the Servient Tenement. If the Servient Tenement is scheme land for a community titles scheme then the body corporate for the scheme is the Grantor.

Services means utility services including drainage, sewerage, electricity, communications and gas services.

Servient Tenement means the land described as the servient tenement in Item 2 of the Form 9 in this Easement Instrument and includes each lot created by subdivision or further subdivision of the Servient Tenement.

Utility Infrastructure means any infrastructure required for the carriage or transmission of Services including associated infrastructure such as safety signage, transformers, access or inspection manholes and the like.

1.2 Interpretation rules

In this Easement Instrument:

- (a) headings are for reference only and do not affect the meaning of this Easement Instrument; and
- (b) the singular includes the plural and vice versa and words importing a gender include other genders; and

Title Reference ##

- (c) other grammatical forms of defined words or expressions have corresponding meanings; and
- (d) "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally; and
- (f) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
 - (ii) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document; and
 - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
 - (iv) a thing includes the whole and each part of it; and
 - (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
 - (vi) the president of a body or authority includes any person acting in that capacity;
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (h) a reference to a specific time means the time in Brisbane; and
- (i) "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.

2. Grant and Acceptance of Easement

- (a) The Grantor grants to the Grantee for the benefit of the Dominant Tenement the right to passage of light and air through the Servient Tenement to the Dominant Tenement.
- (b) The Grantee accepts the grant of the Easement in clause **Error! Reference source not found.**

3. Use of Servient Tenement

- (a) This Easement does not oblige the Grantee or Grantor to maintain vegetation on the Servient Tenement.
- (b) This Easement does not prevent the provision and construction of:
 - (i) landscaping, landscaping walls and maintenance of landscaping at or near ground level;
 - (ii) Utility Infrastructure; and

Title Reference ##

(iii) pathways for access through any development which includes the Servient Tenement, by the Grantor within the Servient Tenement, without the consent of the Grantee.

[Note: Utility Infrastructure and structures which are permitted are to be determined following completion of construction]

(c) Nothing in this Easement Instrument prevents improvements and structures on the land which includes the Servient Tenement but which are located outside of the Servient Tenement.

4. Development of the Dominant Tenement

- (a) The Grantor and the Grantee acknowledge that the Grantee intends to cause or enable the Grantee's Development, which development may include the erection of improvements, installation of the services and new services infrastructure and the creation of a community titles scheme in accordance with the *Body Corporate and Community Management Act 1997 (Qld)*.
- (b) Immediately upon registration of any plan of survey and first community management statement creating the community titles scheme on the Dominant Tenement (**Scheme**) any obligation or liability of the Grantee in accordance with this Easement Instrument will from then on be borne and paid for by the body corporate for the Scheme.
- (c) The Grantee is not obliged to undertake the Grantee's Development. The Grantor must not object if the Grantor does not carry out any aspect of the Grantee's Development.

5. Other matters

5.1 Duty

The Grantee must pay any duty on this Easement Instrument.

5.2 Approvals and consent

A party may not unreasonably withhold or delay a consent or approval under this Easement Instrument, but may impose reasonable conditions when giving the consent or approval.

5.3 Further Assurances

Each party agrees, at its own expense, on request of the other party, to do everything reasonably necessary to give effect to this Easement Instrument and the transactions contemplated by it, including the execution of documents.

5.4 Benefit of this Easement

Unless inconsistent with the subject matter or context of other provisions of this Easement Instrument, the benefit of the Easement extends to all other persons claiming through or under the Grantee as if each of those persons are the Grantee.

Title Reference ##

5.5 Covenants to Enure

The benefits and burdens pursuant to the covenants of the Easement will enure for the benefit of and bind any and all persons deriving title to the Servient Tenement and Dominant Tenements from the Grantor or Grantee respectively.

5.6 Governing Law and Jurisdiction

- (a) This Easement Instrument is governed by and is to be construed in accordance with the laws of Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought before those courts.

5.7 Variation

A variation of this Easement Instrument must be in writing and signed by the Grantor and the Grantee.

5.8 Severance

If it is held by a court of law that:

- (a) any part, clause or part of a clause of this Easement Instrument is void, voidable, illegal or unenforceable; or
- (b) this Easement Instrument is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of this Easement Instrument is severed from this Easement Instrument,

that part, clause or part of the clause will be severed from this Easement Instrument unless to do so would change the underlying principal commercial purposes of this Easement Instrument.

5.9 Entire understanding

This Easement Instrument contains the entire understanding between the parties as to the subject matter of the Easement.

5.10 Community Titles Schemes

Each owner of a lot included in a community titles scheme (**CTS**) and their occupiers must exercise rights under this Easement Instrument and be represented as a lot included in that CTS through the body corporate and not directly as a Grantee or Grantor (as the case may be).

PART B – OTHER DISCLOSURE

DISCLOSURE ABOUT BENEFITS FROM SERVICE CONTRACTS

The Seller discloses to the Buyer, as a potential future member of the Body Corporate, that:

1. on establishment of the Scheme, the Seller will, for a period, be the sole member of the Body Corporate;
2. as the sole member of the Body Corporate, 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 money, fee, premium or benefit the Seller may receive or expects to receive for procuring the Body Corporate to enter into those Agreements (**Benefit**), are set out in the table below:

| Proposed Agreement | Estimated value of Benefit* |
|--|---|
| Management Engagement & Letting Authorisation Agreement (MELA Agreement) and Concierge Agreement (these Agreements will give effect to the creation of the "Management Rights"); | \$1,750,000.00 to \$2,250,000.00 plus GST |

* **Note:** the precise amount or nature of the Benefit 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:
 - (a) will be retained by the Seller without distribution or payment to the Body Corporate.
 - (b) may be obtained by the Seller indirectly through the Seller itself or other related entities of the Seller acquiring rights under the Agreements.
 6. The amount of Benefits disclosed above, relates only to the Seller procuring the Body Corporate to enter into the Agreements.
 7. The other party to those Agreement (including parties referred in paragraph 2) will be entitled to fees and payments in accordance with those Agreement and as disclosed in the Statutory Disclosure Statements section of these Disclosure Documents.
 8. 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

SCHEDULE OF QUAY RESIDENCES APARTMENT INCLUSIONS & FINISHES

Quay

V1 – 23/03/2021

The Following schedule of standard inclusions and finishes is applicable to the lots stated below. This list is indicative only and is subject to variations and substitutions in accordance with the Contract Terms

| | | | | | | |
|------|------|------|------|------|------|------|
| 1021 | 1047 | 1075 | 1103 | 1131 | 1156 | 1184 |
| 1022 | 1051 | 1076 | 1104 | 1132 | 1157 | 1185 |
| 1023 | 1052 | 1077 | 1105 | 1133 | 1161 | 1186 |
| 1024 | 1053 | 1081 | 1106 | 1134 | 1162 | 1187 |
| 1025 | 1054 | 1082 | 1107 | 1135 | 1163 | 1191 |
| 1027 | 1055 | 1083 | 1111 | 1136 | 1164 | 1192 |
| 1031 | 1056 | 1084 | 1112 | 1137 | 1165 | 1193 |
| 1032 | 1057 | 1085 | 1113 | 1141 | 1166 | 1194 |
| 1033 | 1061 | 1086 | 1114 | 1142 | 1167 | 1195 |
| 1034 | 1062 | 1087 | 1115 | 1143 | 1171 | 1196 |
| 1035 | 1063 | 1091 | 1116 | 1144 | 1172 | 1197 |
| 1036 | 1064 | 1092 | 1117 | 1145 | 1173 | |
| 1037 | 1065 | 1093 | 1121 | 1146 | 1174 | |
| 1041 | 1066 | 1094 | 1122 | 1147 | 1175 | |
| 1042 | 1067 | 1095 | 1123 | 1151 | 1176 | |
| 1043 | 1071 | 1096 | 1124 | 1152 | 1177 | |
| 1044 | 1072 | 1097 | 1125 | 1153 | 1181 | |
| 1045 | 1073 | 1101 | 1126 | 1154 | 1182 | |
| 1046 | 1074 | 1102 | 1127 | 1155 | 1183 | |

BALCONY DETAILS

| | |
|-----------------------------------|--|
| Floors | Concrete slab with selected tiles or pavers |
| Doors & Window Framing | Powdercoated aluminium |
| Balcony Balustrade | Generally glazed with powdercoated aluminium framing. Glazing is faceted not curved. Combination of solid upstands and planter boxes in selected finishes. |
| Screens | Aluminium slats |
| External Glass | Tinted or clear performance glass |
| Balcony Lighting | Wall mounted light |
| Soffit / Awnings | Concrete with selected paint finish |

BUILDING INTERNAL

| | |
|------------------------|--|
| Walls | Dividing party walls to BCA requirements |
| Apartment Walls | Painted finish |
| Ensuite Walls | Full height tiling |
| Bathroom Walls | Full height tiling |

Laundry Walls Painted finish and tiled splashback with tiled skirting. Fully tiled laundry rooms in 3 bed apartments.

Skirting Painted finger jointed timber

FLOORS

Ground Floor Lift Lobby Selected tiles

Typical Lift lobby Selected Carpet

Unit Entries Selected tiles

Bathrooms Selected tiles

Ensuite Selected tiles

Kitchen Selected tiles

Laundry Selected tiles

Living / Dining Selected tiles or carpet pending unit

Bedrooms Selected carpet

Set Downs Semi-flush set down to balcony

CEILINGS

Apartment wall/ ceiling junction Square Edge

JOINERY

Kitchen Benchtops Reconstituted Stone Benchtop 20mm

Ensuite / Bathroom Ceramic basin

Wardrobe Internals Hanging rail and open shelving

Linen Cupboard Internals Melamine finish with fixed or adjustable shelves

Cupboard Hardware Pull handles and recessed finger pulls (pending location)

Kitchen Cupboard Door Fronts Timber look laminate

Ensuite / Bathroom Cupboard Door Fronts Timber look laminate

Wardrobe Door Fronts Aluminium sliding door system with mirrored front

Linen Cupboard Door Fronts Laminate

KITCHEN

| | |
|----------------------------|--|
| Sink Unit | Selected stainless steel single/ one and a half or double undermount bowl, depending on apartment layout |
| Cooktop / Rangehood | European Appliances |
| Dishwasher | European Appliances |
| Oven | European Appliances |

BATHROOM ENSUITE

| | |
|----------------------|--|
| WC | Ceramic |
| Vanity Basin | Ceramic basin |
| Shower Screen | Clear glass |
| Bath | Back to wall bath where shown on the contract plan |
| Mirror | Mirror with storage behind |

LAUNDRY

| | |
|----------------------|---------------------------------|
| Tub Unit | Stainless steel tub and cabinet |
| Clothes Dryer | Fisher & Paykel |

TAPWARE

| | |
|--|----------------------------|
| Taps / Spouts / Shower Fittings | Selected taps and fittings |
|--|----------------------------|

DOOR

| | |
|-----------------|--|
| Doors | Entry doors to be fire rated solid core flush panel in selected paint finish. Internal doors to be flush panel hollow core. Cavity sliders where specified. |
| Hardware | Metal lever handles. Level passage / privacy set. |

AIR CONDITIONING

| | |
|------------------|-------------------------|
| All Units | Ducted air conditioning |
|------------------|-------------------------|

ELECTRICAL

Metering

A separately metered electrical supply will be provided to each lot and to common (body corporate) areas. Electrical supplies to air conditioning units and fed from the apartment distribution board and metered accordingly.

Lighting

Apartment lighting comprises:

- Kitchen, living and dining areas: recessed downlights
- Bedrooms: recessed downlights
- Bathroom / ensuite: recessed downlights
- Select LED lighting

Ceiling Fans

Depending on apartment type and floor level

Communications

Minimum 1 X phone point
Minimum 1 X NBN data point
Minimum 1 X FTA TV point

Access Control

An intercom is in each apartment

Ceiling Fans

Please refer to the below table which outlines which apartments have ceiling fans as standard to which room

| Lot | Description |
|------|----------------------------|
| 1021 | Ceiling Fan to Living Room |
| 1031 | Ceiling Fan to Living Room |
| 1041 | Ceiling Fan to Living Room |
| 1051 | Ceiling Fan to Living Room |
| 1061 | Ceiling Fan to Living Room |
| 1071 | Ceiling Fan to Living Room |
| 1081 | Ceiling Fan to Living Room |
| 1091 | Ceiling Fan to Living Room |
| 1101 | Ceiling Fan to Living Room |
| 1111 | Ceiling Fan to Living Room |
| 1121 | Ceiling Fan to Living Room |

| | |
|------|---|
| 1131 | Ceiling Fan to Living Room |
| 1141 | Ceiling Fan to Living Room |
| 1151 | Ceiling Fan to Living Room |
| 1161 | Ceiling Fan to Living Room |
| 1171 | Ceiling Fan to Living Room |
| 1181 | Ceiling Fan to Living Room |
| 1191 | Ceiling Fan to Living Room |
| 1022 | Ceiling Fan to Living Room |
| 1032 | Ceiling Fan to Living Room |
| 1026 | Ceiling Fan to Living Room & All Bedrooms |
| 1036 | Ceiling Fan to Living Room |
| 1027 | Ceiling Fan to Living Room |
| 1037 | Ceiling Fan to Living Room |
| 1197 | Ceiling Fan to Living Room |

SERVICES

Gas Supply

Gas is supplied to each apartment for connection to the cook top and balcony gas taps, depending on apartment type

Cold Water

A separately metered cold-water supply will be provided to each lot and to common property

Hot Water

Provided from central heating units. Individual apartment hot water usage is separately metered and billed accordingly by the Body Corporate or appointed agent.

Garbage Collection / Disposal

Garbage chutes are provided on each apartment level for the disposal of household rubbish.

Mail Delivery

Mail will be delivered to the letterboxes located in the lobby.

LANDSCAPING

Planting

Selected landscaping

NOTE

General

We may substitute items contained in this schedule. The location of fixtures and fittings may be changed (but the new location must not adversely affect the use or functionality of the apartment)

Stainless Steel

All stainless-steel products are susceptible to scratching and should always be treated with care. This occurrence is not a manufacturing or quality control fault. It is a characteristic of the product. Mirvac Queensland Pty Ltd cannot be responsible for any marks in stainless steel that are not identified at the time of the pre-settlement inspection.

Reconstituted Stone

Reconstituted stone is manufactured from natural quartz-based aggregates and therefore has variations in colour, pattern and shading can occur. Minimal maintenance of the product is required; however, we cannot guarantee that the reconstituted stone will not stain if spills are not attended to without delay.

SCHEDULE OF SKY PAVILION INCLUSIONS & FINISHES

Quay

V2 – 06/05/2021

The Following schedule of standard inclusions and finishes is applicable to the lots stated below. This list is indicative only and is subject to variations and substitutions in accordance with the Contract Terms

| | | | | |
|------|------|------|------|------|
| 1201 | 1212 | 1223 | 1241 | 1252 |
| 1202 | 1213 | 1231 | 1242 | |
| 1203 | 1221 | 1232 | 1243 | |
| 1211 | 1222 | 1233 | 1251 | |

BUILDING EXTERNAL

| | |
|-----------------------------------|--|
| Floors | Concrete slab with selected tiles or pavers |
| Doors & Window Framing | Powdercoated aluminium |
| Balcony Balustrade | Generally glazed with powdercoated aluminium framing. Glazing is faceted not curved. Combination of solid upstands and planter boxes in selected finishes. |
| Screens | Aluminium slats |
| External Glass | Tinted or clear glass generally with high performance glass as required to meet thermal efficiency requirements |
| Balcony Lighting | Wall mounted light |
| Soffit / Awnings | Concrete with selected paint finish |

BUILDING INTERNAL

| | |
|------------------------|--|
| Walls | Dividing party walls to BCA requirements, light weight partition walls elsewhere |
| Apartment Walls | Painted finish |
| Ensuite Walls | Full height tiling and porcelain panel |
| Bathroom Walls | Full height tiling |
| Laundry Walls | Painted finish and tiled splashback with tiled skirting fully tiled laundry rooms in 3 bed |
| Kitchen Walls | Porcelain panel splashback, porcelain to fascia and painted finish elsewhere |
| Skirting | Painted finger jointed timber |

FLOORS

| | |
|--------------------------------|----------------|
| Ground Floor Lift Lobby | Selected tiles |
|--------------------------------|----------------|

| | |
|---------------------------|---------------------------------|
| Typical Lift lobby | Selected carpet |
| Unit Entries | Selected tiles |
| Bathrooms | Selected tiles |
| Ensuite | Selected tiles |
| Kitchen | Selected tiles |
| Laundry | Selected tiles |
| Living / Dining | Selected tiles |
| Bedrooms | Selected carpet |
| Set Downs | Fully-flush set down to balcony |

CEILINGS

| | |
|---|------------|
| Apartment wall/ ceiling junction | Shadowline |
|---|------------|

JOINERY

| | |
|--|--|
| Kitchen Benchtops | Reconstituted Stone Benchtop 20mm back bench / 20/ 80mm island |
| Ensuite / Bathroom | Ceramic basin |
| Wardrobe Internals | Hanging rail with drawers and open shelving |
| Linen Cupboard Internals | Melamine finish with shelves |
| Cupboard Hardware | Pull handles and recessed finger pulls (pending location) |
| Kitchen Cupboard Door Fronts | Timber look laminate |
| Ensuite / Bathroom Cupboard Door Fronts | Timber look laminate |
| Wardrobe Door Fronts | Aluminium sliding door system with mirrored front |
| Linen Cupboard Door Fronts | Laminate |

KITCHEN

| | |
|----------------------------|---|
| Sink Unit | Selected stainless steel double undermount bowl |
| Cooktop / Rangehood | European Appliances |
| Dishwasher | European Appliances |
| Oven | European Appliances |

BATHROOM ENSUITE

| | |
|----------------------|---|
| WC | Ceramic |
| Vanity Basin | Ceramic basin |
| Shower Screen | Frosted glass in ensuites |
| Bath | Freestanding where shown on the contract plan |
| Mirror | Mirror with storage behind |

LAUNDRY

| | |
|----------------------|---|
| Tub Unit | Stainless steel tub and reconstituted stone bench |
| Clothes Dryer | European Appliances |

TAPWARE

| | |
|--|----------------------------|
| Taps / Spouts / Shower Fittings | Selected taps and fittings |
|--|----------------------------|

DOOR FURNITURE

| | |
|-----------------|--|
| Doors | Entry doors to be fire rated solid core flush panel in selected paint finish. Internal doors to be flush panel hollow core. Cavity sliders where specified. |
| Hardware | Metal lever handles. Level passage / privacy set. |

AIR CONDITIONING

| | |
|------------------|-------------------------|
| All Units | Ducted air conditioning |
|------------------|-------------------------|

ELECTRICAL

| | |
|-----------------|--|
| Metering | A separately metered electrical supply will be provided to each lot and to common (body corporate) areas. Electrical supplies to air conditioning units and fed from the apartment distribution board and metered accordingly. |
| Lighting | Apartment lighting comprises: <ul style="list-style-type: none">- Kitchen, living and dining areas: recessed downlights- Bedrooms: recessed downlights |

- Bathroom / ensuite: recessed downlights
- Select LED lighting

Ceiling Fans

Depending on apartment type and floor level

Communications

Minimum 1 X phone point
 Minimum 1 X NBN data point
 Minimum 1 X FTA TV point

Access Control

An intercom is in each apartment

Ceiling Fans

Please refer to the below table which outlines which apartments have ceiling fans as standard to which room

| | |
|------|----------------------------|
| 1201 | Ceiling Fan to Living Room |
| 1211 | Ceiling Fan to Living Room |
| 1221 | Ceiling Fan to Living Room |
| 1231 | Ceiling Fan to Living Room |
| 1241 | Ceiling Fan to Living Room |

SERVICES

Gas Supply

Gas is supplied to each apartment for connection to the cook top and balcony gas taps

Cold Water

A separately metered cold-water supply will be provided to each lot and to common property

Hot Water

Provided from central heating units. Individual apartment hot water usage is separately metered and billed accordingly by the Body Corporate or appointed agent.

Garbage Collection / Disposal

Garbage chutes are provided on each apartment level for the disposal of household rubbish.

Mail Delivery

Mail will be delivered to the letterboxes located under a covered area at the building entry.

LANDSCAPING

Planting

Selected landscaping

NOTE

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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.

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. Any interest earned on the investment of the Deposit is payable as provided for 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 the Deposit Holder 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:
- (g) Mirvac Queensland Pty Limited ABN 24 060 411 207 sale of unit [No.] Quay Waterfront Newstead to [Buyer's Name]; and
- (h) 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: | Mirvac Queensland Pty Limited ABN 24 060 411 207 |
| 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 Quay Waterfront Newstead, between Mirvac Queensland Pty Limited ABN 24 060 411 207 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. |