



**Lember
And
Williams**

Mr LP Gonano & Ms FE Harper as trustees
PO Box 254
BEERWAH QLD 4519
BY POST & EMAIL

Contact: Meagan Sayer
Email: admin@lemerandwilliams.com.au
Partners: Carolyn Williams & Michelle Lember
Reply to: Maleny Office
Our Ref: TB:MS:MS:513202
Your Ref:
Date: 6 June 2013

Dear Mr Gonano & Ms Harper

Your purchase from Musicglen Pty Ltd
~~Property: 14/24 Hoopers Road, Kunda Park~~

We confirm settlement is due to be effected on 11 June 2013. We **enclose** a copy of our draft settlement statement. Please note we are waiting on the Vendor to confirm the rent adjustment.

For settlement to be effected, please place the amount of \$406,037.89 into our trust account. This amount is calculated as follows:

Net Contract Balance	\$391,014.01
PLUS stamp duty	\$12,915.00
PLUS Titles Office registration fees	995.40
PLUS our fees (fees \$1200 + outlays \$584.68)	\$1,784.68
LESS money in trust	\$671.20
TOTAL	\$406,037.89

Please arrange a telegraphic transfer to our trust account by **Friday 7 June 2013**. Our trust account details are as follows:

Bank: Australia and New Zealand Banking Group Limited
BSB: 014 645
Account number: 264 704 757
Account name: Lember and Williams Law Practice Trust Account
Our reference: 513202 or Gonano/Harper

We would like to take this opportunity to remind you that you are entitled to conduct a pre-settlement inspection of the property. If you would like to conduct an inspection please contact the agent to arrange a convenient time.

If you have any questions, please do not hesitate to contact Meagan Sayer of this office.

Yours faithfully

LEMBER AND WILLIAMS

Liability limited by a scheme approved under professional standards legislation.

Caboolture Office

Cnr Annie & East Streets, Caboolture
PO Box 779, Caboolture Qld 4510
P 07 5495 1499
F 07 5495 7066

Maleny Office

6 Coral Street, Maleny
PO Box 626, Maleny Qld 4552
P 07 5495 1499
F 07 5494 2885

E admin@lemerandwilliams.com.au
www.lemerandwilliams.com.au

SETTLEMENT STATEMENT

Matter No: 513202
Re: Gonano & Harper Purchase from Musicglen Pty Ltd
Property: 14/24 Hoopers Road, Kunda Park, Queensland 4556

Settlement Date: 11 June, 2013
Contract Date: 23 May, 2013
Settlement Place: TBA
Settlement Time: TBA

Contract Price	\$414,000.00
Less Deposit	<u>20,700.00</u>
	\$393,300.00
Less Release Fee	<u>152.10</u>
	\$393,147.90
Less Rent - \$3,369.30 / 30 days x 19 days	<u>2,133.89</u>
BALANCE AT SETTLEMENT	<u><u>\$391,014.01</u></u>
BANK CHEQUES	
TBA	<u>\$391,014.01</u>
CHEQUES TOTAL	<u><u>\$391,014.01</u></u>

Rent $36,000 \text{ pa} \times 2.1\% = 36756$

Monthly = 3063

with GST

= 3369.3 3300

per 14 day

= $3369.3 \times \frac{19}{30}$

$3300 \times \frac{19}{30}$

= 2090

= 2133.89

??

GST = 194

Rent = 1940

Total = 2134

**Information sheet (body corporate information)***Body Corporate and Community Management Act 1997*

This form is effective from 29 April 2011

WARNING

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing the property or your prospective rights and obligations as a member of a body corporate.

Notice to Agent: The *Property Agents and Motor Dealers Act 2000* and *Body Corporate and Community Management Act 1997* (the Act) include strict requirements for presentation of prescribed warning statements and information sheets. Failure to comply may result in cancellation of the contract.

By law the seller or the seller's agent must attach this information sheet to the contract. Do NOT sign the contract of sale without reading this information sheet.

In addition to the contract, you should have before you

- A separate warning statement, if the lot is a residential property, provided by the seller under the *Property Agents and Motor Dealers Act 2000*.
- A disclosure statement provided by the seller, containing essential information about the body corporate that you will become a member of through purchasing this property (eg. the amount of annual contributions currently set by the body corporate and payable by the lot owner).
- a community management statement for the scheme provided by the seller, containing important details about the scheme including details of any proposed future development of the scheme, the lot entitlements, by-laws and the regulation module applying to the scheme.

Community titles schemes

This contract warning contains important information you should read and understand before signing a contract to buy a lot in a community titles scheme. A community title scheme includes duplexes, residential unit blocks, high rise apartment complexes, town house complexes and some commercial premises. They contain individually owned units and common property such as lawns and access roadways.

Some new unit owners do not realise owning a lot in a community titles scheme brings with it certain obligations. You should carefully consider if living or investing in a community titles scheme suits your lifestyle and financial needs.

When a community titles scheme is established, a body corporate is created to administer the scheme. Each lot owner is automatically a member of their body corporate and enjoys certain rights and responsibilities.

Owners are NOT able to decline to be a member of their body corporate. Normally, an elected committee carries out day-to-day functions on behalf of the body corporate. Bodies corporate may also engage service providers such as body corporate managers and on-site managers, caretakers and letting agents.

Common obligations of a body corporate include:

- administering the common property and any body corporate assets
- enforcing the by-laws for the scheme, such as noise levels, the keeping of pets, car parking and a range of other matters
- arranging compulsory body corporate insurance
- conducting general meetings of owners, adopting budgets, and levying contributions to fund the operation of the body corporate
- maintaining bank accounts, keeping records, and preparing financial statements.

Common obligations of individual lot owners include:

- making financial contributions toward the body corporate administrative costs
- complying with by-laws
- maintaining their lot in good condition

Suggested searches and matters to investigate

There are significant differences between owning a lot in a community titles scheme and owning other types of property (such as a detached house). In addition to carrying out conveyancing searches, it is also recommended you investigate a number of special body corporate matters through the following sources:

1. Department of Justice and Attorney-General, Office of the Commissioner for Body Corporate and Community Management

Conduct a search at the Office of the Commissioner for Body Corporate and Community Management for any Adjudicator's Orders (a decision regarding the outcome of a dispute) made concerning the scheme.

General information and fact sheets are also provided about community title living and body corporate rules and regulations. For more information, call 1800 060 119 or visit www.justice.qld.gov.au/bccm

2. Body Corporate Secretary

Obtain a **Body Corporate Information Certificate** from the body corporate secretary, or body corporate manager, whose name and address is supplied in the disclosure statement. Compare the disclosure statement with the information certificate, as inaccurate information in the disclosure statement may give you grounds to cancel the contract (Sections 209 or 217 of the Act).

A search of the body corporate records can provide other important information, such as whether any improvements to the lot you are purchasing (e.g. balcony enclosure, air conditioning) were approved, whether any conditions apply, and who is responsible for their maintenance and insurance.

Also, check for any agreements the body corporate may have entered into (e.g. caretaking, letting, body corporate management or lift maintenance).

Checklist

- By purchasing this property, do you know you will be part of a body corporate?
- Are you aware of any contracts the body corporate is a party to?
- Have you read and understood the body corporate by-laws?
- Do you understand your likely financial contributions to the body corporate?
- Are you aware that an adjustment of lot entitlements may increase or decrease your financial contributions to the body corporate?
- Are you aware that your financial contributions to the body corporate will vary as the financial liabilities of the body corporate change?
- Do you understand your maintenance responsibilities?
- Do you understand the role of the body corporate manager and on-site manager (if appointed)?

Buyer's acknowledgment

I/we have read all sections of this information sheet and I/we have acknowledged and signed the information sheet BEFORE I/we signed the attached contract.

If the lot is residential property, I/we acknowledge that by signing this information sheet, my/our attention has been directed to this information sheet and the attached proposed relevant contract by a clear statement and that signing this information sheet negates any termination right I/we may have had under section 206A or 213A of the *Body Corporate and Community Management Act 1997*.

Name LUIGI PACIFICO GONANO AND FRANCES ELWYN HARPER ATF FONTERRA SUPERANNUATION FUND

Signature  Date 23/05/2013
D D M M Y Y Y Y

Name

Signature Date //
D D M M Y Y Y Y



Contract



For Commercial Lots in a Community Titles Scheme

(© COPYRIGHT)

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract
Reference Schedule

Contract Date: 23.5.2013
Agent: RAYWHITE COMMERCIAL MARCOOCHYDORE

ABN 18 579 821 909 Email Address: *brenda.goodyer@raywhite.com*
Address: PO BOX 1169, MAROOCHYDORE, QLD, 4558

Telephone: 07 5479 2100 Facsimile: 07 5479 5225

Parties **Seller:** MUSICGLEN PTY LTD AS TTE

ABN
Address: PO BOX 236, WOOMBYE, QLD, 4559 Email Address:

Telephone: Facsimile:

Seller's Solicitor: BUTLER, MCDERMOTT [or any other solicitor notified to the Buyer]

ABN
Address: 6-8 WILLIAM STREET, NAMBOUR Email Address:

Telephone: 07 5441 1044 Facsimile:

Ref:

Buyer: LUIGI PACIFICO GONANO AND FRANCES ELWYN HARPER AT F FONTERRA SUPERANNUATION FUND

ABN
Address: 209 RANGE ROAD, PEACHESTER, 4519, PO BOX 254, BEERWAH, QLD 4519 Email Address:

Telephone: Facsimile:

Buyer's Solicitor: LEMBER AND WILLIAMS - TOM BRADBURY [or any other solicitor notified to the Seller]

ABN
Address: 6 CORAL STREET, MALENY, PO BOX 626, MALENY, 4552 Email Address:

Telephone: 07 5494 1499 Facsimile:

Ref:

Property **Lot** Address: UNIT 14, 24 HOOPERS ROAD, KUNDA PARK, QLD, 4556

Description: Lot 14 on SP : 195873
Scheme Kunda Business Parl Community Titles Scheme: 36347

County: Canning Parish: Mooloolah

Title Reference: 50644881

Present Use: Commercial

Excluded Fixtures: see special condition 4

Included Chattels: nil

Local Government: Sunshine Coast Regional Council

Matters Affecting Property

Title Encumbrances:

[If the Property is sold free from Title Encumbrances insert "Nil" [If the Property is sold subject to Title Encumbrances, they must be described]

Price

Deposit Holder:

RAY WHITE COMMERCIAL MAROOCHYDORE

[Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.]

Purchase Price: \$ 414,000

Four Hundred and Fourteen thousand dollars

Deposit: \$ 20,700

payable when Buyer signs this contract payable on:

[Insert the whole Deposit or first payment required if payable by instalments] [Delete if the whole Deposit is payable when the Buyer signs this contract]

Default Interest Rate:

% [If no figure is inserted, the Contract Rate published by the Queensland Law Society Inc will apply]

Finance

Finance Amount: \$ N/A

Financier:

[Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply]

Finance Date:

Buyer's Inspection

Inspection Date:

Inspector:

[If not completed, the contract is not subject to an inspection report and clause 4 does not apply] [WARNING: If the Buyer does not give notice under clause 4 by the Inspection Date it will be taken to be satisfied with the reports obtained] [If required under the Queensland Building Services Authority Act 1991, the Inspector must hold a current licence under that Act]

Additional Body Corporate Information

Interest Schedule Lot Entitlement of Lot: 500
Aggregate Interest Schedule Lot Entitlement: 22
Contribution Schedule Lot Entitlement of Lot: 493
Aggregate Contribution Schedule Lot Entitlement: 21

Insurance Policies

Insurer: Holland Insurance Co Pty Ltd
Policy No: YIB302485STR
Building: 9,000,000
Public Liability: 20,000,000
Other:

GST Table

GOODS AND SERVICES TAX - WARNING

Marking this GST item as either GST1 or GST2 may have implications on the duties for the Seller and Buyer of the Property and Buyer should ensure that they have complied with the GST provisions and not rely on the Agent's completion of the GST items.

Notes for completion:

A. Only if box in this section must be marked.

B. If the Yes box in item GST1 is marked:
 - item GST2 and GST3 must also be marked.
 - double duty markings on items GST2 and GST3 (clauses 11.4, 11.5 and 11.6) do not apply.

C. If the Yes box in item GST2 is marked:
 - item GST1 and GST3 must also be marked.
 - double duty markings on items GST1 and GST3 (clauses 11.4, 11.5 and 11.6) do not apply.

GST1

Going Concern:

Warning: There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before completing this item.

Is this a sale of a Going Concern? Yes

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.
 Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.
 If the Yes box is marked, do not complete items GST2 and GST3.

GST2

Margin Scheme:

Is the Margin Scheme to apply to the sale of the Property? Yes

If Yes, clause 11.6 (Margin Scheme) applies.
 Otherwise clause 11.6 (Margin Scheme) does not apply.
 The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.
 If the Yes box is marked, do not complete items GST1 and GST3.

GST3

Inclusive or Exclusive Purchase Price:

(Do not complete item GST3 if item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Mark 1 box only

Does the Purchase Price include GST? Yes If Yes, clause 11.4 (Purchase Price Includes GST) applies.

No If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or if both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

[Handwritten signatures and initials]

Commercial Tenancy Schedule*

Lease 1 Name of Tenant: Rudston Securities P/L as TTE for The Mitchell Family Trust
 Use: Packaging Distribution
 Location/Tenancy No. :
 Area of Tenancy (m² approx.): 275m² approximately
 Current Rent per Annum: \$ 36,000 plus GST exclusive of outgoings
 Current Commencement Date: 28/5/2012
 Current Term: 3 years
 Remaining Options: Option 1 Term 3 years
 Option 2 Term 3 years
 Option 3 Term 3 years
 Tenant Car Park: No Rate \$ per annum

Lease 2 Name of Tenant:
 Use:
 Location/Tenancy No. :
 Area of Tenancy (m² approx.):
 Current Rent per Annum: \$ exclusive of outgoings
 Current Commencement Date:
 Current Term:
 Remaining Options: Option 1 Term years
 Option 2 Term years
 Option 3 Term years
 Tenant Car Park: No Rate \$ per month

Service Agreement Schedule*

Contract 1 Contractor:
 Service Performed:
 Cost: \$ per month

Contract 2 Contractor:
 Service Performed:
 Cost: \$ per month

Contract 3 Contractor:
 Service Performed:
 Cost: \$ per month

* Attach further Schedule if insufficient space.

Strike out as required

[Handwritten signature]
[Handwritten initials]

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 7-16)
First Edition Contain the Terms of this Contract.

Special Conditions

1. This contract may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 1.2 Both parties acknowledge and agree that the original of this Contract may be in facsimile or electronic form and agree to accept the facsimile or electronic copy as the original and binding Contract. Although this Contract is not conditional upon the subsequent execution of an original and duplicate by the parties, either party may request the other party to execute an original and duplicate of this Contract in which case the parties agree to do so.
2. This contract is conditional upon the Purchaser sighting the Body Corporate and Lease documents and being satisfied in all respects by the 24th May 2013. In the event that the buyer is not satisfied with the contents of the Body Corporate Records or the lease the buyer may terminate this contract and all monies paid by way of deposit shall be refunded in full to the buyer.
3. The buyer acknowledges receiving a copy of the depreciation schedule and the contract is subject to the buyer being satisfied with the depreciation schedule by the 24th May 2013.
4. Excluded Fixtures and Fitting: The excluded fittings are all loose items belonging to the tenant which include racking, office furniture, fridge and microwave. The included fixtures are the bathroom, kitchenette, sink, office, air conditioner and office floorcoverings.
5. The seller and buyer acknowledge upon execution of this contract by both parties the contract dated the 10th May 2013 between the seller and the buyer for the property known as Unit 14, 24 Hoopers Road Kunda Park Qld 4556 shall be at an end.

Settlement Settlement Date: 10th June 2013
Place for Settlement: Nambour

[or the next Business Day if that is not a Business Day in the Place for Settlement]

Signing

Seller

Witness

Buyer

Witness

Deposit Holder [Who acknowledges having received the part of the Deposit payable when the Buyer signs this contract]

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 7-16)
First Edition Contain the Terms of this Contract.

Seller's Disclosure

[WARNING: The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters. Section 223(4) *Body Corporate and Community Management Act 1997*]

Latent or Patent Defects in Common Property or Body Corporate Assets
[Sections 223(2)(a) and 223(2)(b) *Body Corporate and Community Management Act 1997*]

[Annex details of disclosure made by the Seller (if any)]

Actual or Contingent or Expected Liabilities of Body Corporate
[Sections 223(2)(c) and 223(2)(d) *Body Corporate and Community Management Act 1997*]

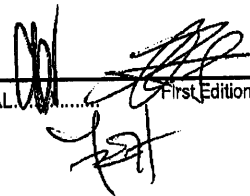
[Annex details of disclosure made by the Seller (if any)]

Circumstances in Relation to Affairs of the Body Corporate
[Section 223(3) *Body Corporate and Community Management Act 1997*]

[Annex details of disclosure made by the Seller (if any)]

Exceptions to Statements in Clause 7.4(2)

[Annex details of disclosure made by the Seller (if any)]

Handwritten initials and a signature in black ink, located at the bottom right of the page. The initials appear to be 'M' and 'J', and the signature is a cursive name.

Terms of Contract

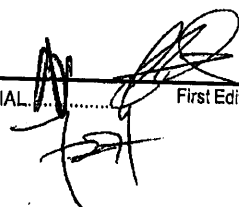
For Commercial Lots in a Community Titles Scheme

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1. Definitions

1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (2) (a) **"Balance Purchase Price"** means the Purchase Price, less the Deposit, adjusted under clause 2.5;
- (b) **"Bank"** means:
- (i) an entity carrying on banking business as defined by section 5 of the *Banking Act 1959* of the Commonwealth; or
- (ii) a bank constituted under a law of a state;
- (c) **"Body Corporate"** means the body corporate of the Scheme;
- (d) **"Bond"** includes any security for the performance of any obligation under a Commercial Tenancy;
- (e) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (f) **"Business Day"** means a week day other than a Saturday, Sunday or public holiday in the Place for Settlement;
- (g) **"Commercial Tenancies"** means the tenancies referred to in the Commercial Tenancies Schedule;
- (h) **"Commercial Tenancy Documents"** means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;
- (i) **"Contractor"** means any party performing services under a Service Agreement;
- (j) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997* ;
- (k) **"Encumbrances"** includes unregistered and statutory encumbrances;
- (l) **"Financial Institution"** means a Bank, building society or credit union;
- (m) **"GST"** means the goods and services tax under the *GST Act*;
- (n) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (o) **"Improvements"** means fixed structures in the Lot (such as hot water systems, fixed carpets, curtains, blinds and their fittings, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (p) **"ITAA"** means the *Income Tax Assessment Act 1936* ("**1936 Act**") and the *Income Tax Assessment Act 1997* ("**1997 Act**"), or if a specific provision is referred to, the Act which contains the provision; however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be to the replacement provision;
- (q) **"Land"** means the Scheme land;
- (r) **"Outgoings"** means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
- (ii) land tax; and
- (iii) regular periodic contributions payable to the Body Corporate (other than Special Contributions);
- (s) **"Plan"** means the building units, group titles or survey plan containing the Lot;
- (t) **"Property"** means:
- (i) the Lot;
- (ii) the Improvements; and
- (iii) the Included Chattels;
- (u) **"Regulation Module"** means the regulation module for the Scheme;
- (v) **"Rent"** means any periodic amount, including outgoings, payable under the Commercial Tenancies;
- (w) **"Reserved Items"** means the Excluded Fixtures and all chattels in the Lot other than the Included Chattels;
- (x) **"Scheme"** means the community titles scheme containing the Lot;
- (y) **"Service Agreement"** means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (z) **"Service Agreement Documents"** means the Service Agreements and all other documents relating to the Service Agreements;
- (aa) **"Special Contribution"** means an amount:
- (i) levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate; or
- (ii) payable in connection with an exclusive use by-law;
- that is not an Outgoing;
- (bb) **"Tenant"** means a tenant under the Commercial Tenancies; and



(cc) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary to stamp or register the transfer.

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

2. Purchase Price

2.1 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer any part of the Deposit which is not paid when required as a liquidated debt.

2.2 Investment of Deposit

- (1) If:
 - (a) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (b) it is lawful to do so; the Deposit Holder must:
 - (c) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (d) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of ITAA as at 30 June of that financial year:
 - (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income [other than tax in the nature of a penalty for late lodgement ("Penalty") which the Deposit Holder must bear itself] and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
 - (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and income;

- (c) if tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
- (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed, and the Deposit Holder's expenses must be paid by the party receiving the Deposit.

2.3 Entitlement to Deposit and Interest

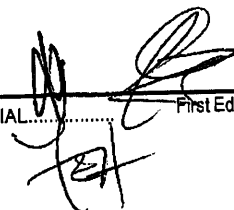
- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest (if any), unless the termination is due to the Seller's default, misrepresentation or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.4 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4(1):
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank; and the Seller is not obliged to accept a cheque referred to in clause 2.4(2)(b) on the Settlement Date.

2.5 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.5(3), 2.5(4), 2.5(5) and 2.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).





- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) Land tax must be adjusted:
 - (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Lot was the Seller's only land; or
 - (b) based on the assumptions in clause 2.5(4)(a), if there is no separate unimproved value for the Lot, on a notional unimproved value equal to:

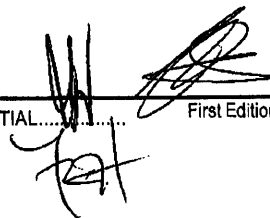
$$\frac{\text{Unimproved value of the Land under Valuation of Land Act 1944}}{\text{Interest schedule lot entitlement of Lot}} \times \frac{\text{Aggregate interest schedule lot entitlement}}{\text{Interest schedule lot entitlement of Lot}}$$

- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).
- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purpose of clause 2.5(2).

- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.5(8) to 2.5(10) inclusive.
- (12) Payments under clause 2.5(11) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (13) The Seller is liable for any Special Contribution levied on or before the Contract Date. The Buyer is liable for any Special Contribution levied after the Contract Date.
- (14) For the purposes of clause 2.5(13), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee is the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.

3. Finance

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
 - (1) approval has not been obtained by the Finance Date and the contract is terminated; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to terminate this contract under clause 3.2(1) or waive the benefit of this clause 3 by giving written notice to the Seller of the waiver.



4. Building and Pest Inspection Report

- 4.1 This contract is conditional on the Buyer obtaining written building and pest reports on the Lot and the Building from the Inspector by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer may terminate this contract by notice to the Seller at any time before 5pm on the Inspection Date if an Inspector's report is unsatisfactory to the Buyer. The Buyer must act reasonably.
- 4.3 If the Buyer does not terminate this contract by 5pm on the Inspection Date, it will be treated as being satisfied with the building and pest reports it has obtained.
- 4.4 If requested by the Seller, the Buyer must give a copy of the relevant inspection report to the Seller without delay.
- 4.5 If required under the *Queensland Building Services Authority Act 1991*, the Inspector must hold a current licence under that Act.

5. Settlement

5.1 Time and Date

- (1) Settlement must occur between 9am and 5pm on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:

- (1) any instrument of title for the Lot required to register the transfer to the Buyer;
- (2) unstamped Transfer Documents capable of immediate registration after stamping;
- (3) keys, codes or devices in the Seller's possession or control for all locks and security systems on the Lot or the common property; and
- (4) If there are Commercial Tenancies or Service Agreements:
 - (a) the Seller's copy of any Commercial Tenancy Documents or Service Agreement Documents;

- (b) a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
- (c) any notice required by law to transfer to the Buyer the Seller's Interest in any Bond.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer:

- (1) the Seller's rights and obligations under the Commercial Tenancies;
- (2) guarantees and Bonds supporting the Commercial Tenancies;
- (3) the Seller's rights and obligations under the Service Agreements; and
- (4) manufacturers' warranties for the Included Chattels; to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply to the extent necessary to allow recovery of those arrears by the Seller.

5.5 Bonds

On settlement, the Seller will:

- (1) allow as a deduction from the Balance Purchase Price any Bond received by the Seller from any Tenant and held by the Seller;
- (2) transfer control to the Buyer over any trust account or fund held on trust for Tenants as Bond; and
- (3) assign to the Buyer Bank guarantees held in respect of any Tenant as a Bond. If any Bank guarantee is not assignable, the Seller will enforce the guarantee at the written direction and expense of the Buyer for the Buyer's benefit.

5.6 Indemnity

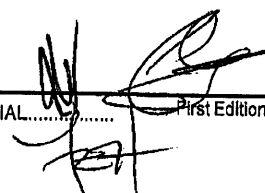
The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bonds held or controlled by the Seller before settlement which are dealt with under clause 5.5 of this contract.

5.7 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Commercial Tenancies. Title to the Included Chattels passes at settlement.

5.8 Reservations

- (1) The Seller must remove the Reserved Items from the Property before the Settlement Date.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.





- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.8(2) or 5.8(3).

6. Time

- 6.1 Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

7. Matters Affecting the Property

7.1 Title

The Lot is sold subject to the *Body Corporate and Community Management Act 1997* and the by-laws of the Body Corporate.

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Commercial Tenancies and interests registered on the Plan.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties and Statements

- (1) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date);
 - (c) there will be no valid notice or order by any competent authority or court requiring work to be done or money spent in relation to the Property or common property for the Scheme or any scheme of which the Scheme is a subsidiary; and
 - (d) there will be no unsatisfied judgement, order or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force;

- (d) the community management statement recorded for the Scheme contains details of all allocations that affect the Lot or the registered owner of the Lot; and
- (e) the Additional Body Corporate Information is correct (if completed).

- (3) If a warranty in clause 7.4(1) is not correct, the Buyer may do any or all of the following:
 - (a) terminate this contract by notice to the Seller, if it has not already settled; or
 - (b) affirm this contract and, subject to clause 7.4(4), claim compensation including damages.

- (4) If a warranty in clause 7.4(1)(c) is not correct, the Buyer may only claim compensation including damages under clause 7.4(3) if the relevant notice or order is issued before the Contract Date.

- (5) If:
 - (a) a warranty in clause 7.4(2) is not correct; or
 - (b) the Additional Body Corporate Information is not completed;

and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.

- (6) Clauses 7.4(3), 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:

- (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
- (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.

- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If there is:
 - (a) an error in the boundaries or area of the Lot;
 - (b) an encroachment by structures onto or from the Lot; or
 - (c) a mistake or omission in describing the Lot or the Seller's title to it;

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which is:

- (d) Immaterial; or
- (e) material, but the Buyer elects to complete this contract;

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Notices under Building Act 1975

The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under:

- (1) sections 21 or 22 of the *Building Act 1975*; or
- (2) sections 4.3.9 or 4.3.11 of the *Integrated Planning Act 1997*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any road or railway or locate a road or railway through the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land; or
 - (e) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given 2 Business Days before the Settlement Date.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
 - (a) inspect records held by any authority relating to the Lot or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Dividing Fences

The Seller need not contribute to the cost of construction of any dividing fence between the Lot and any adjoining land owned by the Seller. The Buyer waives any right it may have to claim contribution from the Seller.

8. Rights Until Settlement

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

8.3 Seller's Use of Property

The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Commercial Tenancies that may significantly alter them or result in later expense for the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution of the Body Corporate passed to record a new community management statement, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

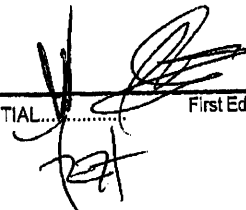
Before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property; and
- (2) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;





- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. Buyer's Default

9.1 Seller May Affirm or Terminate

If the Buyer fails to comply with any provision of this contract, the Seller may affirm or terminate this contract.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) keep the Deposit and Interest earned on its investment;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.4 Resale

(1) The Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
- (b) its expenses connected with this contract, any repossession, any failed attempt to resell, and the resale;

provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

9.5 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on a solicitor and own client basis.

9.6 Interest on Late Payments

- (1) Without affecting the Seller's other rights, if any money payable by the Buyer under this contract is not paid when due, the Buyer must pay the Seller at settlement interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.
- (2) The Seller may recover that interest from the Buyer as liquidated damages.
- (3) Any judgement for money payable under this contract will bear interest from the date of judgement to the date of payment and the provisions of this clause 9.6 apply to calculation of that interest.

10. Commercial Tenancies

10.1 Seller's Statement

- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
 - (a) a statement of Outgoings which cannot be discovered by search; and
 - (b) a notice under section 262A(4AH) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.
- (3) The Seller warrants that the statement and notice will be accurate at the Settlement Date.

10.2 Commercial Tenancies and Service Agreements

The Seller states that details of all Commercial Tenancies and Service Agreements affecting the Property are disclosed in the Commercial Tenancy Schedule and Service Agreement Schedule respectively.

10.3 Commercial Tenancy Warranties

The Seller warrants that, except as disclosed in this contract, the following are correct at the Contract Date:

- (1) details of the Commercial Tenancies set out in the Commercial Tenancy Schedule;
- (2) each of the Commercial Tenancies is valid and subsisting;
- (3) no Tenant is in arrears with the payment of any Rent or other money payable under any Commercial Tenancy;
- (4) there is no subsisting breach of a provision of any Tenancy Document;
- (5) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
- (6) for each Commercial Tenancy, the relevant Commercial Tenancy Documents constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Commercial Tenancy or granting any additional option for renewal of the term of any Commercial Tenancy;
- (7) no Tenant received any incentive or inducement to enter into its initial or current Commercial Tenancy;
- (8) there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Commercial Tenancies; and
- (9) if any Commercial Tenancy is a retail shop lease within the meaning of the *Retail Shop Leases Act 1994* or the *Retail Shop Leases Act 1984* ("**Superseded Act**"):
 - (a) as far as the Seller is aware the Seller has complied with the *Retail Shop Leases Act 1994* or the *Superseded Act* in relation to the Commercial Tenancy;

- (b) there is no existing or renewed retail tenancy dispute in relation to a Commercial Tenancy;
- (c) there are no mediation agreements, proceedings or orders in existence under the *Retail Shop Leases Act 1994* or the *Superseded Act* in respect of a Commercial Tenancy;
- (d) no Tenant has notified the Seller requesting a right to renew any Commercial Tenancy for a further period; and
- (e) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under section 43 of the *Retail Shop Leases Act 1994* or equivalent section of the *Superseded Act* and there are no circumstances existing to the Seller's knowledge which might give rise to a claim for compensation.

10.4 Exceptions

Exceptions to the Seller's warranties in clause 10.3 must be disclosed either in the special conditions or an annexure to this contract.

10.5 Inaccuracies

The Buyer may terminate this contract by notice in writing to the Seller if a warranty contained in clause 10.3 is inaccurate and the Buyer is materially prejudiced by that inaccuracy.

10.6 Commercial Tenancy Documents

- (1) The Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date copies of all Commercial Tenancy Documents and Service Agreements.
- (2) If the Seller does not deliver the Commercial Tenancy Documents when required under clause 10.6(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.
- (3) If the Buyer is not satisfied with the terms of the Commercial Tenancies, it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the Commercial Tenancy Documents.
- (4) If no notice is given under this clause 10.6, the Buyer will be treated as having accepted the Commercial Tenancies and all matters referred to in the Commercial Tenancy Documents.

10.7 Dealings with Commercial Tenancies

- (1) Unless it would breach a provision of, or waive or prejudice the Seller's rights under, a Commercial Tenancy, the Seller must not, after the Contract Date:
 - (a) deal with the Property or any of the Commercial Tenancies without the Buyer's consent (which must not be unreasonably withheld);
 - (b) accept a surrender of any Commercial Tenancy;
 - (c) consent to a transfer of any Commercial Tenancy;

- (d) terminate any Commercial Tenancy;
- (e) consent to any request by a Tenant;
- (f) grant or agree to grant a new Commercial Tenancy of any part of the Property or an extension of a Commercial Tenancy other than where a Tenant validly exercises an option in a Commercial Tenancy; or
- (g) initiate or negotiate a Rent review or respond to any Rent review notice from a Tenant.

(2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before settlement:

- (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
- (b) the Buyer must co-operate with the Seller in dealing with the application;
- (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
- (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
- (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.

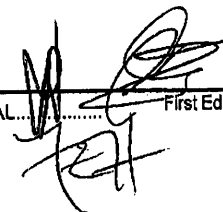
(3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:

- (a) serve on the Tenant a notice of breach of covenant if required by law;
- (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).

(4) The Seller may give the Buyer copies of any documents relating to the Commercial Tenancies that come within the control or possession of the Seller between the Contract Date and the Settlement Date.

10.8 Service Agreements

- (1) The Seller:
 - (a) may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
 - (b) indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.
- (2) The Buyer:
 - (a) assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
 - (b) indemnifies the Seller against claims under Service Agreements after the Settlement Date.



- (3) If:
- the Seller cannot terminate a Service Agreement; or
 - the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;
- the Seller must enforce that Service Agreement at the direction of the Buyer for the Buyer's benefit.

11. Goods and Services Tax

11.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.

11.2 GST Table

The GST Table and the notes in it are part of this clause 11.

11.3 Taxable Supply

This clause 11 applies where the transaction is:

- a Taxable Supply; or
- not a Taxable Supply because it is the Supply of a Going Concern.

11.4 Purchase Price Includes GST

If this clause 11.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

11.5 Purchase Price Does Not Include GST

If this clause 11.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

11.6 Margin Scheme

Warning: The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 11.6 applies:

- the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property;
- the Seller:
 - must apply the Margin Scheme to the Supply of the Property; and
 - warrants that the Margin Scheme is able to be applied;
- If the Seller breaches clause 11.6(2)(a) or its warranty under clause 11.6(2)(b) then:
 - the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;

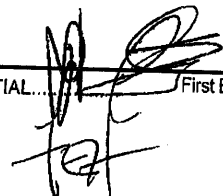
- if the Buyer does not terminate this contract under clause 11.6(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
- the Buyer is entitled to compensation from the Seller if there is a breach of clause 11.6(2).

11.7 If the Supply is a Going Concern

Warning: The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 11.7 applies:

- the Purchase Price does not include any amount for GST;
- the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- the Seller warrants that:
 - between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- if either of the warranties in clause 11.7(3) is breached:
 - the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - if the Buyer does not terminate this Contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - the Buyer is entitled to compensation from the Seller if there is a breach of the warranty;
- if the warranty in clause 11.7(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;



- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

11.8 Adjustments

Where this contract requires an adjustment or apportionment of Outgoings or Rent and profits of the Property, that adjustment or apportionment must be made on the amount of the Outgoing, Rent or profit exclusive of GST.

11.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

11.10 No Merger

To avoid doubt, the clauses in this clause 11 do not merge on settlement.

11.11 Remedies

The remedies provided in clauses 11.6(3), 11.7(5) and 11.7(6) are in addition to any other remedies available to the aggrieved party.

12. General

12.1 Agent

The Agent is appointed as the Seller's agent to introduce a buyer.

12.2 Foreign Investment Review Board

The Buyer warrants that either:

- (1) the Treasurer has consented under the *Foreign Acquisitions and Takeovers Act* to the Buyer's purchase of the Property; or
- (2) the Treasurer's consent is not required to the Buyer's purchase of the Property.

12.3 Duty

The Buyer must pay all duty on this contract.

12.4 Notices

- (1) Notices under this contract must be in writing and may be given by a party's solicitor.
- (2) Notices are effectively given if:
 - (a) delivered or posted to the other party or its solicitor; or
 - (b) sent to the facsimile number of the other party or its solicitor.
- (3) Posted notices will be treated as given 2 Business Days after posting.
- (4) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
- (5) Notices given after 5pm will be treated as given on the next Business Day.
- (6) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

12.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

12.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

12.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

12.8 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

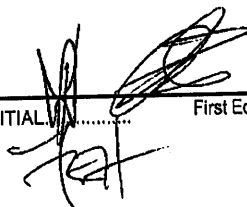
Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.



INFORMATION FOR DISCLOSURE STATEMENT

as at 7 May 2013

Body Corporate
Name of Scheme: **KUNDA BUSINESS PARK**
Community Titles Scheme No: **36347**
Lot Number: **14** Plan Number: **SP 195873**

Secretary
Name: **Barry Day**
Address: **P O Box 8208
Maroochydore Qld 4558**
Telephone: **07 54501788** Facsimile:

**Body Corporate
Manager**
Name: **Sunstate Strata Pty Ltd**
Address: **P O Box 9195
Pacific Paradise Q 4564**
Telephone: **07 5450 5300** Facsimile: **07 5450 6700**

Contributions and Levies

	Levies Determined by the Body Corporate for this Lot			
	Amount	Due Date	Discount	If paid by
Administrative Fund				
01/01/13 to 30/04/13	\$205.80	01/03/13	Nil	01/03/13
01/05/13 to 31/08/13	\$205.80	01/07/13	Nil	01/07/13
01/09/13 to 31/12/13	\$205.80	01/11/13	Nil	01/11/13
01/01/14****30/04/14	\$205.80	01/03/14	Nil	01/03/14
Sinking Fund				
01/01/13 to 30/04/13	\$203.70	01/03/13	Nil	01/03/13
01/05/13 to 31/08/13	\$203.70	01/07/13	Nil	01/07/13
01/09/13 to 31/12/13	\$203.70	01/11/13	Nil	01/11/13
01/01/14****30/04/14	\$203.70	01/03/14	Nil	01/03/14

Extent to which Contributions and Levies are based on Contribution entitlements

The annual contributions payable by the owner of the lot are calculated based on the contribution schedule lot entitlements for lots in the scheme, except for that part of the administrative fund annual contributions attributable to insurance.

The insurance component is based on the interest schedule lot entitlements for lots included in the scheme. The balance of the administrative fund annual contributions is based on the contribution schedule lot entitlements and the interest schedule lot entitlements for lots included in the scheme are set out in the community management statement for the scheme, a copy of which is attached.

Extent to which Contributions and Levies are based on Interest entitlements

Entitlements - Statement to Buyer

The contribution schedule lot entitlements and interest schedule lot entitlements for the lots included in the scheme are set out in Schedule A of the Community Management Statement for the scheme.

Community Management Statement

A copy of the Community Management Statement for the Scheme is attached hereto.

INFORMATION FOR DISCLOSURE STATEMENT (continued)


Body Corporate Name of Scheme: **KUNDA BUSINESS PARK**
Community Titles Scheme No: **36347**
Lot Number: **14** Plan Number: **SP 195873**

Improvements on **08/01/07** **Car Parking** **Exclusive Use**
Common
Property for
which Buyer will
be Responsible

Body Corporate Assets Required to be Recorded on Register
Committee **Copy of Register of Assets is attached.**

Information prescribed under Regulation Module **Nil**

Signing



Seller/Sellers Agent



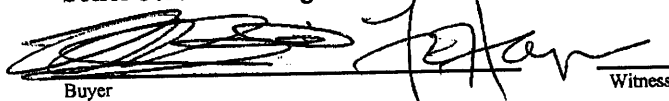
Witness

22/5/13

Date

Buyers Acknowledgement

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.



Buyer



Witness

23 May 2013

Date

Additional Information

Body Corporate

Name of Scheme: **KUNDA BUSINESS PARK**
 Community Titles Scheme No: **36347**
 Lot Number: **14** Plan Number: **SP 195873**

Lot Entitlements and Other Matters

Interest Schedule	Aggregate	500	Entitlement of Lot	22
Contribution Schedule	Aggregate	493	Entitlement of Lot	21
Balance of Sinking fund at end of last Financial Year		63,396.60	as at	31/12/12
Insurance Levies not included in Administrative Fund Levies:	See Annexure			
Monetary Liability under Exclusive Use By-Law				

Insurance

Type	Company	Policy No	Sum Insured	Due Date
BUILDING	Holland Insurance Co Pty Ltd	YIB302485STR	9,000,000	28/02/14
OFFICE BEARERS	Holland Insurance Co Pty Ltd	YIB302485STR	1,000,000	28/02/14
PUBLIC LIABILITY	Holland Insurance Co Pty Ltd	YIB302485STR	20,000,000	28/02/14

Mortgages or Securities over Body Corporate Assets

Nil

Additional Information (continued)

Body Corporate

Name of Scheme:

KUNDA BUSINESS PARK

Community Titles Scheme No:

36347

Lot Number:

14

Plan Number:

SP 195873

Latent or Patent
Defects in
Common
Property or Body
Corporate Assets

Actual or
Contingent or
Expected
Liabilities of Body
Corporate

Circumstances in
Relation to
Affairs of the
Body Corporate

Exceptions to
Statements in
Clause 7.4(2)

DISCLOSURE STATEMENT (Continued)

Name of Scheme	KUNDA BUSINESS PARK			CTS No	36347
Lot No.	14	Type	BUILDING FORMAT PLAN	Plan No	SP 195873

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue
ADMIN FUND-INSURANCE							
01/01/13 to 30/04/13	264.00	01/03/13	N/A	0.00	01/03/13	25/01/13	N/A
01/05/13 to 31/08/13	280.06	01/07/13	N/A	0.00	01/07/13		N/A
01/09/13 to 31/12/13	280.06	01/11/13	N/A	0.00	01/11/13		N/A
01/01/14****30/04/14	286.00	01/03/14	N/A	0.00	01/03/14		N/A

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting

ASSET REGISTER

KUNDA BUSINESS PARK CTS 36347

Description	Type	Method of Acquisition	Date of Acquisition	Acquired from	Original Cost	Cost to date	Market Value
CORNER PROTECTOR	Furniture & Fittings	Purchase				0.00	100.00
					0.00	0.00	100.00
					0.00	0.00	100.00

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

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

- 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	2. Regulation module
Kunda Business Park Community Titles Scheme 36347	Commercial Module

3. Name of body corporate
Body Corporate for Kunda Business Park Community Titles Scheme 36347

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description			
Common Property of Kunda Business Park Community Titles Scheme 36347	Canning	Mooloolah	50644868
Lots 1 - 9, 11 - 24 on SP 183173	Canning	Mooloolah	50644869 to 50644891

5. #Name ar	Reference to plan lodged with this statement
# first comm:	Nil

7. Local Gov	otation
Not applicabl	ommunity Management Act 1997
 signed
 name and designation
 name of Local Government

COPY
Asset Registrar
Solomon Thompson
sent 2/5/13

8. Execution	02/05/2013 Execution Date	<i>[Signature]</i> (Committee Member)	*Execution
		<i>[Signature]</i> (Chairperson)	



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.

Kunda Business Park Community Titles Scheme 36347

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP 183173	40	40
Lot 2 on SP 183173	20	20
Lot 3 on SP 183173	20	20
Lot 4 on SP 183173	21	22
Lot 5 on SP 183173	21	22
Lot 6 on SP 183173	21	22
Lot 7 on SP 183173	22	24
Lot 8 on SP 183173	22	24
Lot 9 on SP 183173	22	24
Lot 11 on SP 183173	20	20
Lot 12 on SP 183173	20	20
Lot 13 on SP 183173	21	22
Lot 14 on SP 183173	21	22
Lot 15 on SP 183173	21	22
Lot 16 on SP 183173	22	24
Lot 17 on SP 183173	22	24
Lot 18 on SP 183173	22	24
Lot 19 on SP 183173	19	17
Lot 20 on SP 183173	19	17
Lot 21 on SP 183173	19	17
Lot 22 on SP 183173	19	17
Lot 23 on SP 183173	19	17
Lot 24 on SP 183173	20	19
TOTALS	493	500

Lot Entitlements

The contribution schedule lot entitlements for this scheme are not equal. As required by Section 46 of the Body Corporate and Community Management Act 1997, the contribution schedule lot entitlements for this scheme have been allocated in regard to:-

- (1) The structure of the scheme;
- (2) The nature, features and characteristics of the lots in the Scheme; and

Kunda Business Park Community Titles Scheme 36347

- (3) The purpose for which the lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The difference in lot entitlements recognise that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as administrative costs and outlays, but the structure of the Scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated above impacts on the allocation in the following ways:-

Structure of the Scheme

The Scheme is not a layered scheme or part of a volumetric plan and consequently this factor does not contribute to any differences in the lot entitlements.

Nature Features and Characteristics of the Lots and the Scheme

All of the lots are used for commercial purposes, and are part of a building on a building format plan. The Body Corporate is responsible for the repair and maintenance of common property within its scheme. This includes the common external walls and windows of the building, roof, utility infrastructure and utility services.

In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:-

- (1) External surface area; and
- (2) Gross floor area.

The Purpose for which the Lots are used

Each of the lots in the scheme is used for commercial purposes and consequently this factor does not contribute to any differences in the lot entitlements.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

1. DEFINITIONS

1.1 In this Schedule B:-

- (1) "Common Property" means the common property of the Scheme including Exclusive Use Areas;
- (2) "Concept Plan" means the Stage 1 Plan and Stage 2 Plan;
- (3) "Developer" means the owner or Lot 200, its successors and assigns ;
- (4) "Development" means the construction of the Scheme as shown in the Concept Plans;
- (5) "Exclusive Use Areas" means those areas described as exclusive use areas as described in Schedule E;
- (6) "Lot" means a lot in the Scheme;
- (7) "Lot 200" means the lot to be described as Lot 200 on SP 188288 (currently part of Lots 9 and 10 on SP 171065), which does not form part of the Scheme Land;
- (8) "Plan" means the plan described in Item 6 of the First Community Management Statement;
- (9) "Scheme" means the Kunda Business Park Community Titles Scheme;
- (10) "Scheme Land" means the land that is described as the Scheme land in this Community Management Statement.

Kunda Business Park Community Titles Scheme 36347

- (11) "Stage 1" means the development of the Land into the Lots described in Clause 3.1 as shown on the Stage 1 Plan;
- (12) "Stage 2" means the development of Lot 200 as described in Clause 3.3 as shown on the Stage 2 Plan;
- (13) "Stage 1 Plan" means SP 183173; and
- (14) "Stage 2 Plan" means the plan of proposed Lots 25 to 48 shown as SP 183175 attached at Annexure A2.

2. THE SCHEME

- 2.1 The Scheme will not contain any subsidiary schemes within the meaning given in Section 19 of the Act.
- 2.2 It is intended that the Scheme will be a basic Scheme containing 23 Lots.
- 2.3 However, the Scheme may be developed by the construction of Stage 2 as described in this Schedule B.

3. DEVELOPMENT IN STAGES

- 3.1 Stage 1 of the Scheme has been established which includes the Lots described in Schedule A.
- 3.2 The Common Property in Stage 1 of the Scheme includes those areas described as Common Property on the Plan.
- 3.3 Lot 200 will be either:-
 - (1) incorporated into the Scheme Land and:-
 - (a) further subdivided in accordance with Clause 3.4; or
 - (b) remain an undeveloped Standard Format Lot in the Scheme; or
 - (2) remain a separate Standard Format Lot and not be amalgamated into the Scheme, in which case Stage 2 will not be completed.
- 3.4 If the Scheme is further developed by incorporating Lot 200 into the Scheme, Lot 200 may then be developed into all or any of the following:-
 - (1) Lots that will be generally as shown on the Concept Plan as Stage 2, which will be Building Format Lots;
 - (2) Additional Common Property as shown on the Concept Plan as Stage 2, including allocations of carparks to Lot Owners as Exclusive Use Areas;
 - (3) a Standard Format Lot for future development in stages.
- 3.5 If there is a balance land Standard Format Lot created during Stage 2, then that balance land may be developed to create any of the following:-
 - (1) Building Format Lots;
 - (2) Standard Format Lots; and/or
 - (3) Common Property.
- 3.6 If the development of Stage 2 is completed, the Developer discloses that, due to market, economic and site conditions:-
 - (1) the Lots and Common Property may be developed in any number of stages;
 - (2) the size of each stage may vary;
 - (3) the timing of each stage may vary;
 - (4) the number and size of the Lots may vary; and
 - (5) the extent and location of the Common Property and roads may vary.
- 3.7 As part of the Development, the Developer may:-
 - (1) allocate any areas of Common Property created in Stage 2 to any Lot created in Stage 2;
 - (2) relinquish any areas of Common Property created in Stage 2 in favour of the Body Corporate or a Lot; and/or

Kunda Business Park Community Titles Scheme 36347

- (3) allocate or require as the Developer deems fit any additional areas of Common Property created in Stage 2 for the exclusive use of any balance lot created. The Developer may then deal with any areas of Common Property so created in accordance with clauses 3.7(a) and 3.7(b).

4. LOT ENTITLEMENTS

- 4.1 The Contribution Schedule Lot Entitlement for each new Lot will be specified by the Developer at the completion of Stage 1 and Stage 2 (if developed) respectively.
- 4.2 The Interest Schedule Lot Entitlement for each new Lot is to be specified by the Developer at the completion of Stage 1 and Stage 2 (if developed) respectively.

5. NEW COMMUNITY MANAGEMENT STATEMENTS

- 5.1 When a New Community Management Statement is recorded because of future development permitted under this Schedule B, it must comply with the requirements of this clause 5.
- 5.2 Schedule A of the New Community Management Statement must show the following lot entitlements:-
- (1) the lot entitlements for existing Lots are to be unchanged; and
 - (2) the lot entitlements for new Lots being created by the plan of subdivision are to be determined by the Developer if Stage 2 is constructed.

6. APPROVALS

- 6.1 Future development of the Scheme is subject to:-
- (1) obtaining all necessary approvals from the Local Government;
 - (2) final surveys being undertaken on completion of construction; and
 - (3) completion of any other works, including landscaping, required to be undertaken under the terms of any development approval or permit issued by the Local Government or other relevant authority.
- 6.2 Stage 2 of the Development may never be constructed so the Scheme may remain composed of 24 Building Format Lots as shown on the Concept Plan as Stage 1.

7. STATUTORY EASEMENTS

It is not known at the time of this Community Management Statement which of the Lots (if any) will be affected by statutory easements and the same will only be known upon completion of the operational works pursuant to the development approval obtained from the Local Government.

8. CONSENT BY BODY CORPORATE

When requested to do so by the Developer, the Body Corporate will give its consent and, where necessary execute any new Community Management Statement required to facilitate the Development of the Scheme Land as described in this Schedule B.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these By-laws:

- (1) "Act" means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) "Body Corporate" means the body corporate for the Scheme;
- (3) "Body Corporate Manager" means the person engaged by the Body Corporate as the body corporate manager for the Scheme;

Kunda Business Park Community Titles Scheme 36347

24. SECURITY SYSTEM

24.1 The Body Corporate may operate a security system under which:

- (1) Parts of the Common Property are secured against entry by unauthorised persons; and
- (2) Locks and other security devices or procedures are used to implement the security system.

24.2 The Body Corporate is not liable for any loss or damage suffered to persons or property because:

- (1) The security system fails or there is unauthorised entry to any part of the Common Property; or
- (2) The security system is not operating.

24.3 The Committee may employ servants or agents to operate the security system.

25. EXCLUSIVE USE

The Body Corporate grants to the Owner of each Lot the exclusive use and enjoyment of those areas of Common Property as allocated and for the purposes specified in Schedule "E" and identified in the attached sketch plans on the following conditions:

- (1) the Owner/Occupier is responsible for the cost of maintaining its exclusive use area including any improvements installed on the exclusive use area in accordance with the Commercial Module;
- (2) the Owner/Occupier must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate; and
- (3) the Owner/Occupier must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary.

26. SALE OF LOTS

An Owner/Occupier of a Lot may not place any advertisements for the sale of their respective Lot on the Scheme Land other than one advertisement on the communal sign constructed on the Common Property, such sign to list any Lots in the Scheme which may be for sale at any one time.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
-------------------	--

1. INTERPRETATION

1.1 In this Schedule D, "Original Owner" means Hoopers Road Developments Pty Ltd ACN 113 135 603 and any subsequent owner of the Development Lot.

1.2 The Schedule D applies if Stage 2 of the Developed is completed.

2. INFRASTRUCTURE WORKS

2.1 To facilitate the progressive development of the Scheme as identified in Schedule B, the Original Owner may, at any time, enter onto the Scheme land or any part of it, the common property and any lot in the Scheme to undertake works of any kind necessary or incidental to establishing Utility Infrastructure and Utility Services and connections, including but not limited to the following works:-

- (1) excavation and general earthworks;
- (2) the construction of common property and any landscaped areas;
- (3) the construction on common property of such other improvements and facilities as may be considered desirable by the Original Owner to establish Utility Infrastructure and Utility Services and connections; and
- (4) the construction of services infrastructure whether public or private, including connections for gas, electricity, telephones and communications cabling.

("Utility Infrastructure Works")

Kunda Business Park Community Titles Scheme 36347

- 2.2 The Original Owner may bring onto the Scheme land any machinery, tools, equipment, vehicles and workmen to facilitate carrying out the Utility Infrastructure Works.
- 2.3 The Original Owner must use reasonable endeavours to ensure that the Utility Infrastructure Works are carried out in a manner which minimises, as far as reasonably possible, inconvenience to the owners and occupiers of lots in the Scheme.
- 2.4 The Body Corporate and each owner or occupier of a lot in the Scheme may not object or claim compensation against the Original Owner in respect of any noise, dust traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- 2.5 The expression:-
- (1) "Utility Services" and "Utility Infrastructure" have the meaning given to them in the *Body Corporate and Community Management Act 1997*; and
 - (2) "Original Owner" means the corporation described in Item 5 of this Community Management Statement and its respective successors and assigns.

3. SERVICES LOCATION DIAGRAM

A Services Location Diagram pursuant to the Act is attached marked Plan "B".

4. STATUTORY EASEMENTS

4.1 All Lots in the Scheme may be affected by the following types of statutory easements:-

- (1) An easement for lateral and subjacent support pursuant to Section 115N of the *Land Title Act 1994* ("LTA");
- (2) An easement for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for the supply pursuant to Section 115O of the LTA;
- (3) An easement in favour of the Common Property against the Lot for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for the supply pursuant to Section 115P of the LTA;
- (4) An easement for shelter pursuant to Section 115Q of the LTA;
- (5) An easement for projections pursuant to Section 115R of the LTA; and
- (6) An easement for maintaining a Lot close to a boundary pursuant to Section 115S of the LTA.

Lot on Plan	Statutory Easement	Service Location Diagrams
Lot 1 – 9, 11 - 24 on SP 183173 Common Property	Support	"B"
	Utility Services and Infrastructure	"B"
	Shelter	"B"
	Projections	"B"
	Maintenance of Buildings close to boundaries	"B"

Kunda Business Park Community Titles Scheme 36347

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

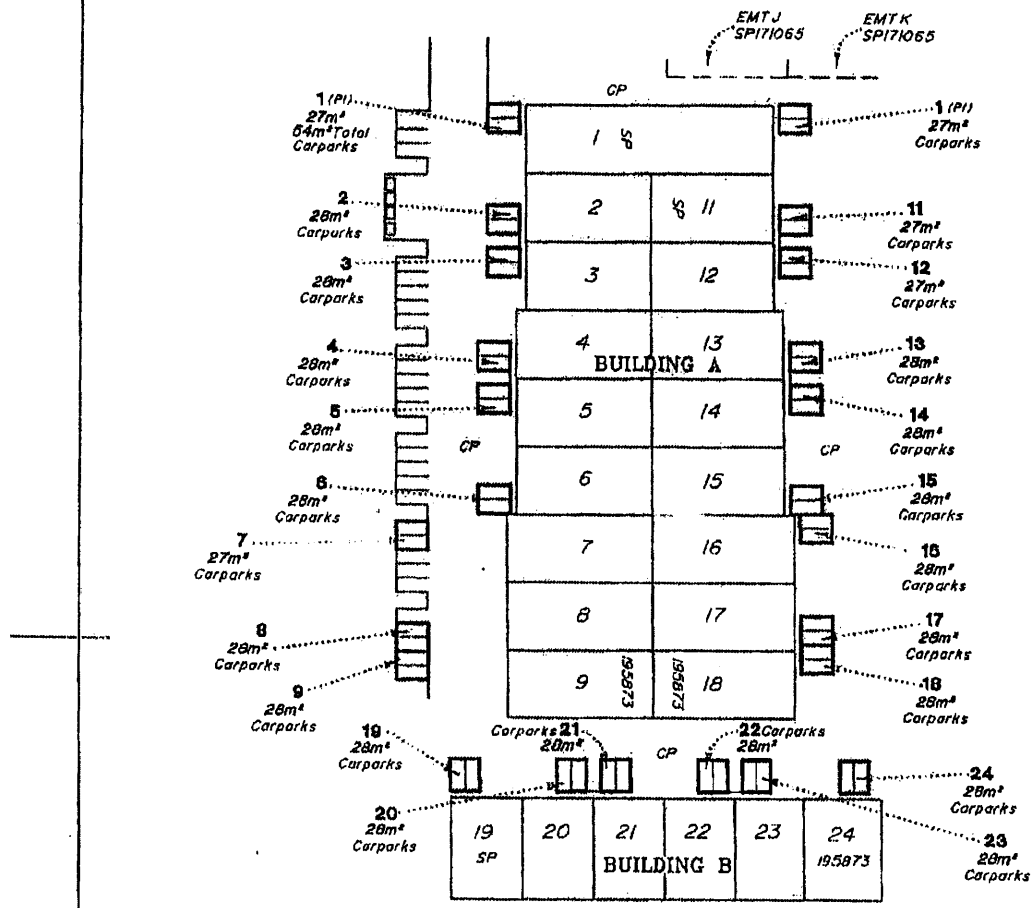
In this Schedule E, "Exclusive Use Plan" means the Plan and marked annexure D as that term is defined in Schedule B of this Community Management Statement.

Lot on Plan	Exclusive Use of Common Property	Use
Lot 1 on SP 183173	Area 1 described as carpark on the Exclusive Use Plan	Car parking
Lot 2 on SP 183173	Area 2 described as carpark on the Exclusive Use Plan	Car parking
Lot 3 on SP 183173	Area 3 described as carpark on the Exclusive Use Plan	Car parking
Lot 4 on SP 183173	Area 4 described as carpark on the Exclusive Use Plan	Car parking
Lot 5 on SP 183173	Area 5 described as carpark on the Exclusive Use Plan	Car parking
Lot 6 on SP 183173	Area 6 described as carpark on the Exclusive Use Plan	Car parking
Lot 7 on SP 183173	Area 7 described as carpark on the Exclusive Use Plan	Car parking
Lot 8 on SP 183173	Area 8 described as carpark on the Exclusive Use Plan	Car parking
Lot 9 on SP 183173	Area 9 described as carpark on the Exclusive Use Plan	Car parking
Lot 11 on SP 183173	Area 11 described as carpark on the Exclusive Use Plan	Car parking
Lot 12 on SP 183173	Area 12 described as carpark on the Exclusive Use Plan	Car parking
Lot 13 on SP 183173	Area 13 described as carpark on the Exclusive Use Plan	Car parking
Lot 14 on SP 183173	Area 14 described as carpark on the Exclusive Use Plan	Car parking
Lot 15 on SP 183173	Area 15 described as carpark on the Exclusive Use Plan	Car parking
Lot 16 on SP 183173	Area 16 described as carpark on the Exclusive Use Plan	Car parking
Lot 17 on SP 183173	Area 17 described as carpark on the Exclusive Use Plan	Car parking
Lot 18 on SP 183173	Area 18 described as carpark on the Exclusive Use Plan	Car parking
Lot 19 on SP 183173	Area 19 described as carpark on the Exclusive Use Plan	Car parking
Lot 20 on SP 183173	Area 20 described as carpark on the Exclusive Use Plan	Car parking
Lot 21 on SP 183173	Area 21 described as carpark on the Exclusive Use Plan	Car parking
Lot 22 on SP 183173	Area 22 described as carpark on the Exclusive Use Plan	Car parking
Lot 23 on SP 183173	Area 23 described as carpark on the Exclusive Use Plan	Car parking
Lot 24 on SP 183173	Area 24 described as carpark on the Exclusive Use Plan	Car parking

Community Title Scheme Name: "KUNDA BUSINESS PARK" CTS PAGE OF PAGES
LEVEL A
EXCLUSIVE USE - CARPARKS
PLAN A

CTS no.

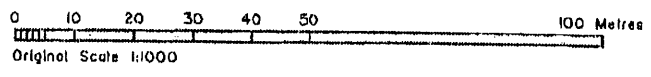
HOOPERS ROAD



We, Ken H... & Associates Pty Ltd
 (ACN 012 345 678) Chartered Surveyors
 certify that the contents of this sketch are correct
 as shown on the plan.

COMMON SEAL

Director
 Cadastre
 Date 9/12/07



Surveyors Ref No. 050439

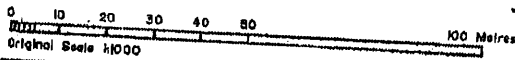
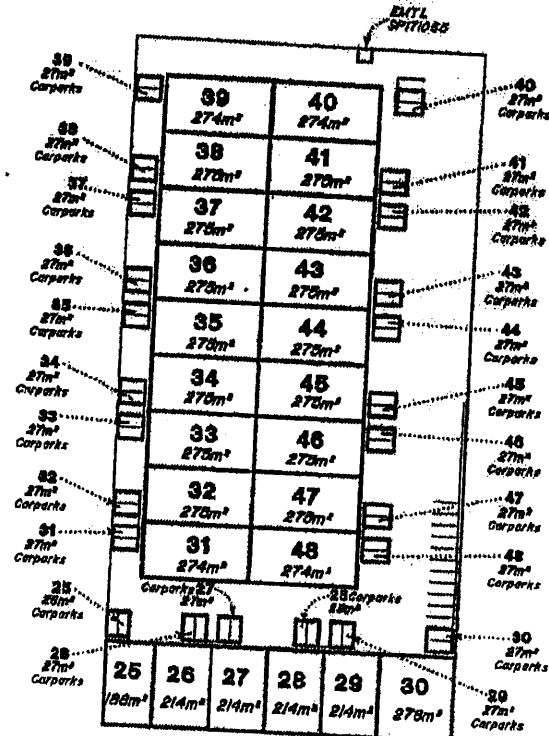
PLAN OF PROPOSED LOTS 25-48 & COMMON PROPERTY ON SP183175

Carparks are to be allocated by exclusive use

Areas are approximate only and subject to change during construction, measurement of lots of this survey and registration of SP183175 in the Department of Natural Resources & Mines



HOOPERS ROAD



STAGE 2
LEVEL A

SHEET 2 OF 2 SHEETS



CONSULTING SURVEYORS
& TOWN PLANNERS
A.C.N. 016 270 035
PO Box 552, 49 The Esplanade
MAROCCHYDRE 4669
Phone (07) 5448 2844
Fax (07) 5443 7148

Project COMMUNITY TITLES SCHEME PROPOSAL
CANCELLING LOT 200 ON SP183173
PARISH OF MOOLOOLAH

Scale	Project	Date
1:1000	SP183173	3/3/06
		Ref No 050438 D

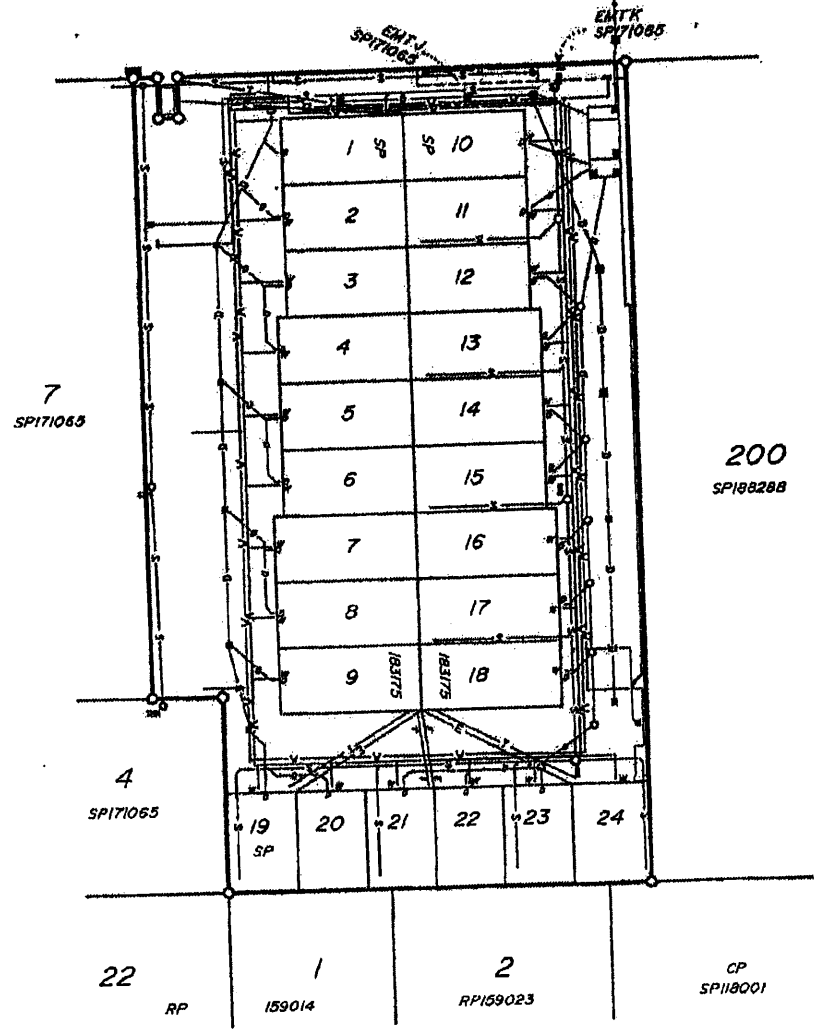
"B"

PAGE OF PAGES

"KUNDA BUSINESS PARK" CTS

CTS no. _____

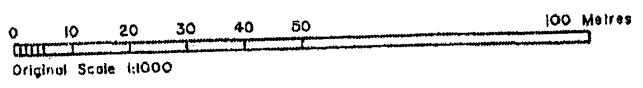
HOOPERS ROAD



SERVICES LOCATION DIAGRAM B
 Scale 1:1000
 27/09/06

Legend

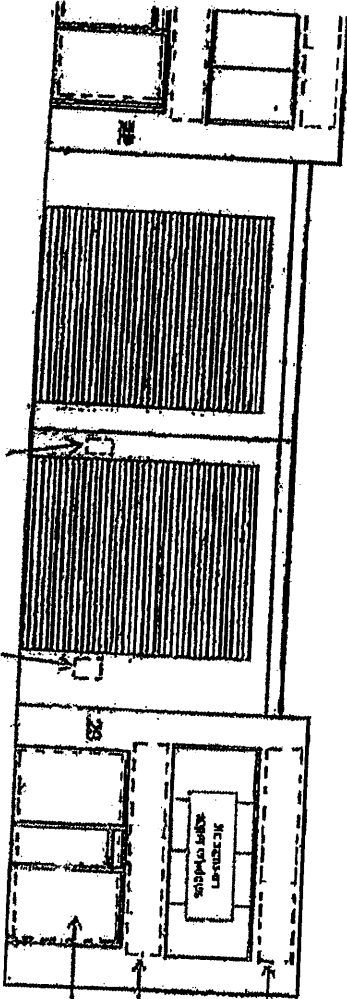
- Storm Water ———— D ————
- Sewer ———— S ————
- Power ———— E ————
- Data ———— T ————
- Water ———— W ————



"C"

Page of

KUNDA BUSINESS PARK - SIGNAGE PLAN Plan "C"
Refer By-Law 23.1 (3)



OHBS signs only (from 300W x 6.5M) mounted as indicated at 1325mm centres above floor level and 1795mm above floor level (for 2" sign of height) or 35 per OHBS requirements

700x (up to) 3600mm long signage panel, 2nd sign location.

700x (up to) 3600mm long signage panel, 1st sign location

Full coverage 'one-way vision' type sign over ground level door and windows.

"D"

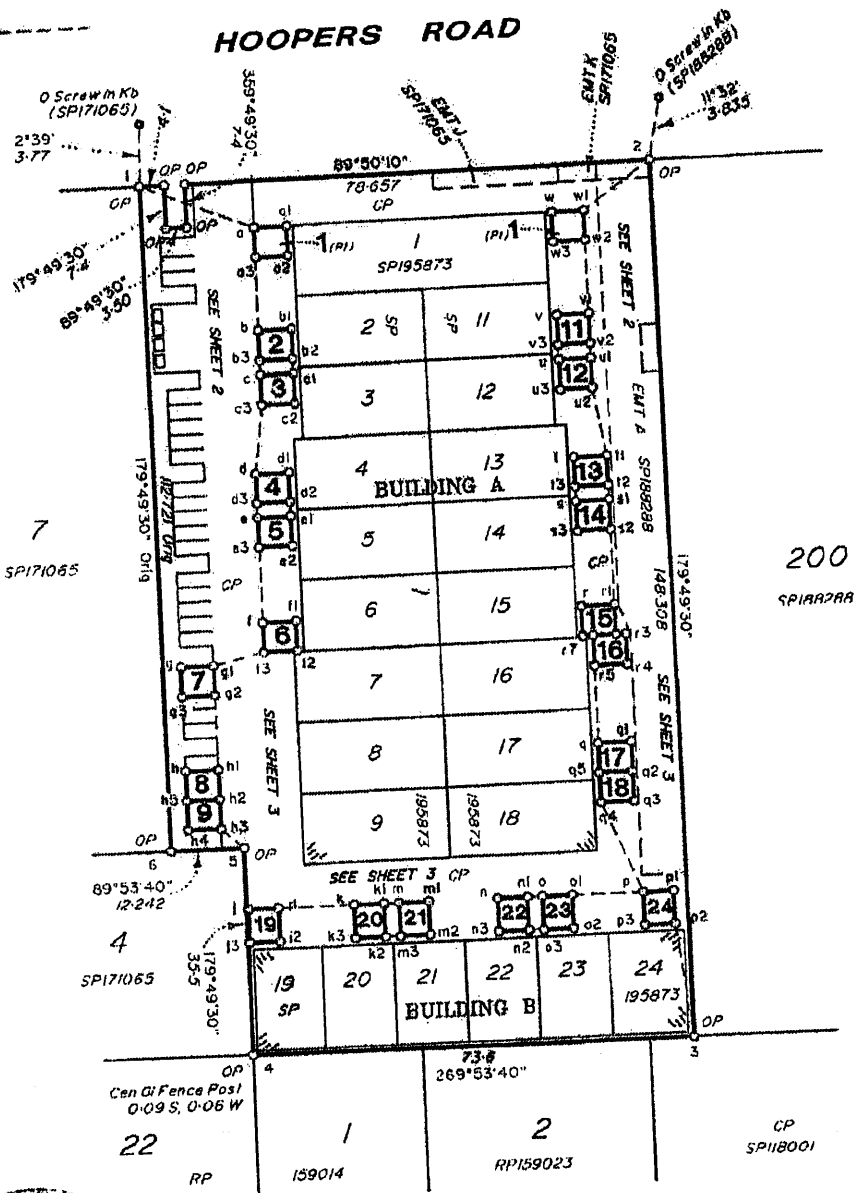
Community Title Scheme Name: "KUNDA BUSINESS PARK" CTS

LEVEL A
EXCLUSIVE USE - CARPARKS

PLAN A
sheet 1 of 3 sheets

CTS no. _____

HOOPERS ROAD



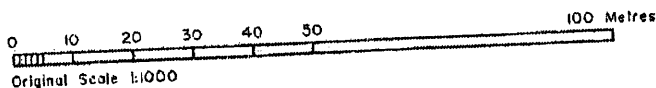
We, Ken High & Associates Pty Ltd (ACN 010 270 823) Cadastral Surveyor certify that the details shown in this sketch plan are correct.

Director

Director & Cadastral Surveyor

Date

9/12/07



Surveyors Ref No: 050439

Community Title Scheme Name: "KUNDA BUSINESS PARK" CTS

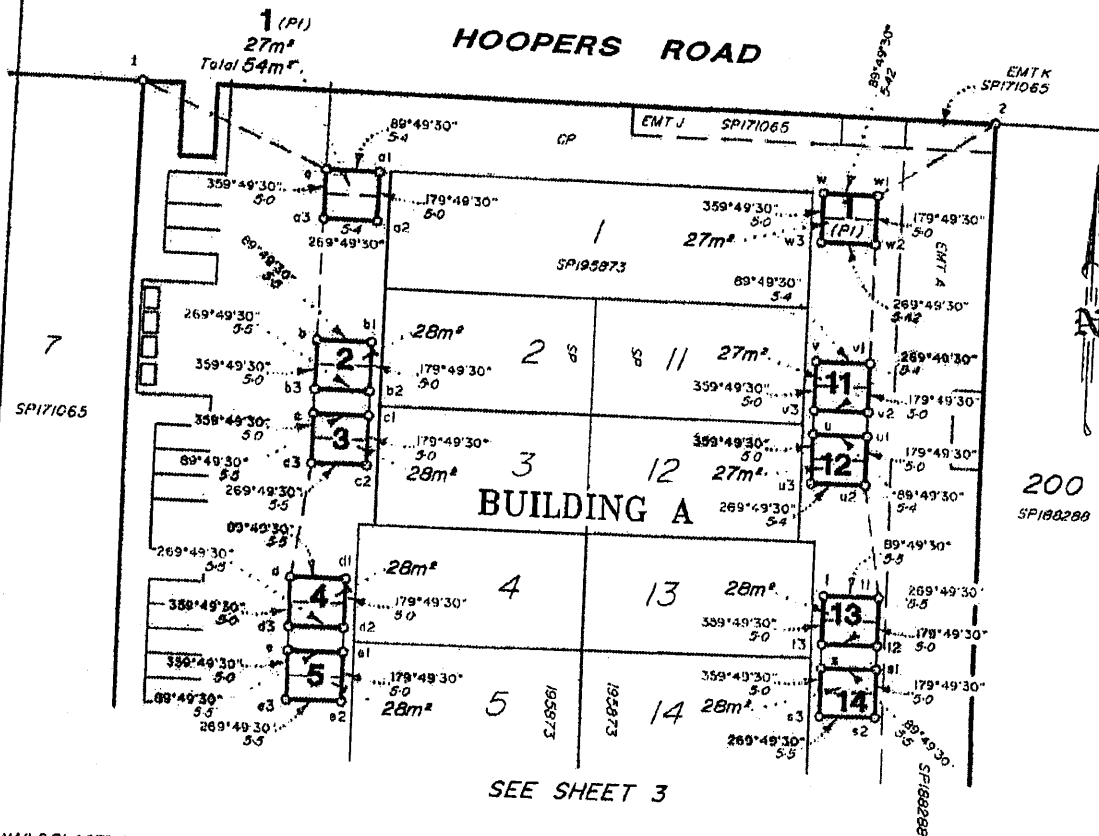
PAGE OF PAGES

LEVEL A
EXCLUSIVE USE - CARPARKS

PLAN A

sheet 2 of 3 sheets

CTS no. _____



SEE SHEET 3

NAILS PLACED AT STNS a-a3, b-b3, c-c3, u-u3, v-v3, w-w3
SCREWS PLACED AT STNS s-s3, t-t3, u-u3, v-v3, w-w3

TRAVERSES ETC

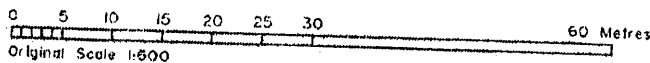
LINE	BEARING	DIST
1-a	112°56'	20.52
a3-b	180°17'	12.45
b3-c	179°49'30"	2.5
c3-d	107°39'25"	11.62
d3-e	179°49'30"	2.5
2-w1	234°45'35"	13.99
w2-v1	179°05'	12.45
v2-u1	179°49'30"	2.5
u2-11	171°10'20"	11.625
12-s1	179°49'30"	2.5

We, Ken Hines & Associates Pty Ltd
(ACN 010 278 823) Cadastral Surveyors
certify that the details shown on this
sketch plan are correct.

Director

Director &
Cadastral Surveyor

Date 9/12/07



Surveyors Ref No. 050439

Community Title Scheme Name: "KUNDA BUSINESS PARK" CTS
LEVEL A
EXCLUSIVE USE - CARPARKS

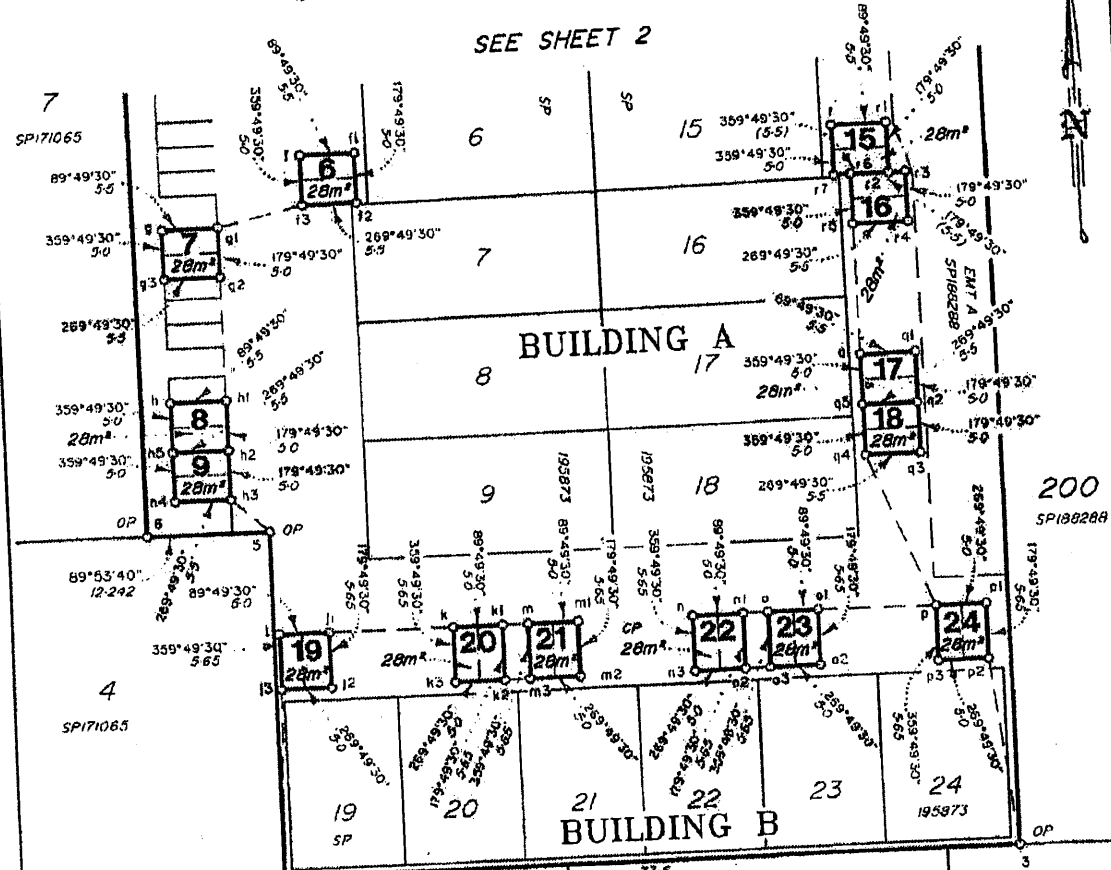
PAGE OF PAGES
PLAN A
 sheet 3 of 3 sheets

CTS no. _____

TRAVERSES ETC		
LINE	BEARING	DIST
13-q1	257°41'	8.82
q2-h1	179°49'30"	12.65
h3-s	132°44'	5.11
4-j3	0°37'	19.32
11-k	89°49'30"	12.68
k1-m	89°49'30"	2.5
n1-o	89°49'30"	2.5

o1-p	90°26'	11.9
p-q4	337°44'	16.79
q-r5	359°49'30"	13.07
3-p2	353°09'25"	19.42

NAILS PLACED AT STNS f-13, g-g3, h-h3, j-j3, k-k3, m-m3, n-n3, o-o3, 8D-D3.
 SCREWS PLACED AT STNS q-q5, 81-r7.



We, Ken Hock, a Licensed Professional Surveyor (ACN 010 276 825) do hereby certify that the details shown in this sketch plan are correct.

Director
 Director & Cadastral Surveyor
 Date 2/12/07

