



# Information Memorandum

6/3 Barnett Place Molendinar QLD

Eurika Musca

0410 319 299

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### Summary

Property Address: 6/3 Barnett Place Molendinar QLD 4215  
Property Type: Lot 6 BUP 13072  
Property Usage: Industrial (Gold Coast) Low Impact Industry  
Body Corporate: Barnett Business Park CTS 2572  
Lot Entitlement: 1

### Description

Perfect property for owner occupier or investor, situated within minutes to the M1 and Smith Street.

2 Parking Bays, 101sqm, Large open warehouse with approx 35sqm mezzanine, the property is secured with electronic gates at entrance of complex. Own amenities, toilet and kitchenette,

### Outgoings:

Council Rates \$4,121.74 per annum  
Water Rates \$ 354.37 per quarter  
Strata Levy \$1,750.00 payable 6 monthly  
Year Built 1993

### Rental Income:

\$21,816.35 Rent pa  
\$10,115.00 Outgoings pa  
Lease Expires: 31 May 2026  
1 x 3 Year Option  
Market Review at option and 3% annually



## Tenancy Schedule

Barnett Business Park CTS 2572  
3 Barnett Place, Molendinar, QLD  
as of 14 Oct 2025

Page: 6  
Date: 14/10/2025  
Time: 05:06 am  
Property ID: BARNETT3

Lease Details			Lease Terms			Current Charges				Parking	Rent Review			
Unit	Lease Code	Tenant / Lease Name	Start	Expiry	NLA (m <sup>2</sup> )	Account Description	Effective	(\$ Per m <sup>2</sup> )	(\$ Monthly)	(\$ Annual)	Spaces	Date	Description	Type
06 Unit 6	ENERGYBUIL	<b>Energybuild Pty Ltd</b>	01/06/2023	31/05/2026	135.00	1001 Commercial Rent	01/06/2025	161.60	1,818.03	21,816.35	2	01/06/2026	Market Review	Commercial Rent
			Term:	3Y		2301 Variable Outgoings	01/07/2025	74.93	842.92	10,115.00	0	01/06/2027	3% INC	Commercial Rent
			Option:	1 x 3 Years		<b>Total</b>		<b>236.53</b>	<b>2,660.95</b>	<b>31,931.35</b>		01/06/2028	3% INC	Commercial Rent
<b>Primary Contact</b>	Name	Mark Tickle mark.tickle@energybuild.com.au 07 3002 1900												
												01/06/2029	Market Review	Commercial Rent

07  
Unit 7      Vacant      0.00

Total Net Lettable Area m <sup>2</sup>	135.00	1001 Commercial Rent	161.60	1,818.03	21,816.35	Leased Bays :	2
Vacant Area m <sup>2</sup> (0.00%)	0.00	2301 Variable Outgoings	74.93	842.92	10,115.00	Vacant Bays :	0
Common Area m <sup>2</sup>	135.00	<b>Property Total</b>	<b>236.53</b>	<b>2,660.95</b>	<b>31,931.35</b>	Total Bays :	2



# Expression of Interest



NORTHSHORE  
COMMERCIAL

Eurika Musca  
eurika@nscgc.com.au  
0410 319 299

## Property: 6/3 Barnett Place Molendinar QLD

### Buyer 1

- Full Name: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_

### Buyer 2

- Full Name: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Address: \_\_\_\_\_

- Purchase Price: \$ \_\_\_\_\_
- Initial Deposit: \$ \_\_\_\_\_ Payable: \_\_\_\_\_
- Balance Deposit \$ \_\_\_\_\_ Payable: \_\_\_\_\_

### Solicitor Details:

### Subject To:

- Finance: Yes / No Terms \_\_\_\_\_ Days from the date of contract
- Building & Pest: Yes/No Terms \_\_\_\_\_ Days from the date of contract
- Settlement: Terms \_\_\_\_\_ Days from the date of contract
- Additional Special Conditions: \_\_\_\_\_

\_\_\_\_\_

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see <http://www.nrv.qld.gov.au/about/privacy/index.html>.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
RICHARD EDMUND HURST	A.J. Torbey & Associates Solicitors PO Box 3001 DARRA QLD 4076 Ph: (07) 3375 5577	

2. Lot on Plan Description	Title Reference
Lot 7 on BUP13072 Lot 6 15 21	18601168

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		ENERGYBUILD PTY LTD ACN 613 897 028	

4. Interest being leased  
FEE SIMPLE

5. Description of premises being leased  
THE WHOLE OF THE LOT

6. Term of lease	7. Rental/Consideration
Commencement date/event: 01/06/2023 Expiry date: 31/05/2026 #Options: 1 x 3 years #Insert nil if no option or inset option period (eg 3 years or 2 x 3 years)	SEE ATTACHED SCHEDULE

8. Grant/Execution  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule

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

..... signature  
Michael James Chaytors JP (Qual) full name  
92351 qualification  
18/07/2023 Execution Date

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

Richard Edmund Hurst  
.....  
Lessor's Signature

9. Acceptance  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature  
JOHN DOUGLAS WOODWARD full name  
C Dec qualification  
06/06/23 Execution Date

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

ENERGYBUILD PTY LTD ACN 613 897 028  
Director ADAM TAYLOR Director BENJAMIN HARRISON  
.....  
Lessee's Signature



**SCHEDULE**

Title Reference 18601168

This is the Schedule referred to in the FORM 7 LEASE dated the 18<sup>th</sup> day of July 2023

1. REFERENCE DATA

ITEM 1:	PARTIES:	
	Landlord:	<b><u>RICHARD EDMUND HURST</u></b>
	Address for Notices:	C/- North Shore Commercial GC PO Box 490 Miami QLD 4220
	Solicitors for Landlord:	A J Torbey & Associates P O Box 3001 DARRA QLD 4076
	Tenant:	<b><u>ENERGYBUILD PTY LTD ACN 613 897 028</u></b>
	Address for Notices:	37 Gravel Pit Road, Darra QLD 4076 C/- Mark Tickle: mark.tickle@energybuild.com.au
	Solicitors for the Tenant:	N/A
ITEM 2:	TERM:	3 years
	Date of Commencement:	1 June 2023
	Expiration Date:	31 May 2026
ITEM 3:	BUILDING AND LEASED PREMISES:	The whole of the land contained in Lot 7 on Building Unit Plan 13072 and being Unit 7, 3 Barnett Place, Molendinar QLD
ITEM 4:	SIZE OF PREMISES:	The whole of the lot (100m <sup>2</sup> approximately)
ITEM 5:	ANNUAL RENT:	
	(a) Commencement Date of Rental Payment:	1 June 2023
	(b) Annual Rent:	
	(i) Annual Rent:	\$20,564.00 plus GST
	(ii) Monthly Rent:	\$1,713.66 plus GST
	(c) Rent due date:	by equal monthly instalments in advance on the first day of each <b>Month</b>
	(d) Interest on arrears:	At the <b>Stipulated Rate</b> as defined in Part 2
ITEM 6:	FIXED REVIEW DATE/S:	3% on each anniversary date of the Commencement Date
	MARKET REVIEW DATE/S:	Commencement Date of any Renewal Term
ITEM 7:	PERCENTAGE RENT (if any):	Not applicable

**SCHEDULE**

**Title Reference 18601168**

ITEM 8:	OUTGOINGS: Percentage payable by Tenant:	100%  Estimate of \$6,936.00 annually for the financial year 2022-2023.
ITEM 9:	USE OF PREMISES:	Solar storage
ITEM 10:	INSURANCE REQUIREMENTS:	As set out in clause 9.3
ITEM 11:	DEPOSIT:	One (1) month rent, Outgoings plus GST paid in advance
ITEM 12:	MERCHANTS' ASSOCIATION:	Not applicable
ITEM 13:	RIGHT OF RENEWAL	
	Renewal Term – Term:	3 years
	Commencement Date of Renewal Term:	1 June 2026
	Date must be exercised in writing	at least 3 months before commencement of the option term.
ITEM 14:	REVIEW DATES FOR RENEWAL TERM:	3% on each anniversary date of the Commencement Date
ITEM 15:	AMOUNT OF BOND:	Three (3) months' rent, Outgoings plus GST
ITEM 16:	GUARANTORS:	N/A
ITEM 17:	ALLOCATED CAR PARKING SPOTS:	2

Each reference in this Lease to any of the items contained in this Part includes the data stated and the terms provided under that item.

2. INTERPRETATION

2.1 Unless otherwise stated or there is something inconsistent in the subject matter, the expressions following have the meanings given to them in this clause and will be shown in bold in this Lease:

- (1) **Accounting Period** means, in the case of the first **Accounting Period**, the period starting on the **Date of Commencement** and finishing on 30 June next. The last **Accounting Period** starts on 1 July immediately before the day this Lease ends and finishes on the last day of this Lease. Between the first **Accounting Period** and the last **Accounting Period** this term is divided into **Accounting Periods** of 12 Months each starting on 1 July and finishing on 30 June next.

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- (2) **"the Body Corporate"** means the body corporate constituted under the *Body Corporate and Community Management Act 1997* for the Scheme.
- "the Common Property"** means the common property for the Scheme.
- (3) **Air Conditioning Equipment** means the plant, electrical installations, ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the **Building** and includes all mechanical ventilation.
- (4) **Annual Rent** is defined in cl. 3.2.
- (5) **Building** means the building or buildings of the **Landlord** erected or to be erected on the **Land** and on any other lands of the **Landlord** which may form part of the **Complex**.
- (6) **Car Park** means those parts of the **Complex** which the **Landlord** allocates to the parking of cars and includes the driveways to and from those parts.
- (7) **Common Areas** means all those parts of the **Complex**, not leased or intended to be leased to any **Tenant**. These parts of the **Complex** may be set aside by the **Landlord** or be available for use by **Tenants** of the **Complex** and others. They include, for example, the malls, walkways, passageways, circulation areas, staircases, escalators, ramps and lifts, service roads, loading bays, forecourts and toilets.
- (8) **Complex** means:
- (a) the **Land** and all other parcels of land near the **Land** included in and used mainly for the purpose of an industrial complex and/or car park, together with the **Building**;
- (b) the fixtures, fittings and plant and the other structures erected or to be erected on those other parcels (excluding any buildings or structures the **Landlord** decides will not form part of the **Complex**).
- (9) **Date of Commencement** means the date in Item 2 of the Reference Data.
- (10) **Fire Equipment** includes all stopcocks, hydrants, fire hoses, fire alarms, fire sprinklers and other fire prevention extinguishing and detection equipment in the **Complex**.
- (11) **Floor Area** means the Gross Lettable Area Retail of the area to be measured calculated using the Property Council of Australia Method of Measurement for Lettable Area March 1997.
- (12) **Form 7** means the lease in Form 7 to the *Land Title Act 1994* to which this Schedule is attached.
- (13) **Intentionally Deleted**
- (14) **Guarantor** means the guarantor or collectively the guarantors referred to in Item 16 of the Reference Data and also any person who enters into agreements with the **Landlord** as a guarantor under cl. 10.1.
- (15) **Index Number** means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is discontinued, the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the **Parties**. If there is no agreement within a period of 14 days, it will be an index or

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method determined at the request of either **Party** by the President or Acting President of the Valuers' Institute or their nominee.

- (16) **Insured Risks** means the risks against which the Body Corporate takes insurance relating to the Building.
- (17) **Land** means the land described in Item 2 of the Form 7.
- (18) **Landlord** means the **Landlord** referred to in Item 1 of the Form 7 its successors and assigns and unless inconsistent with the subject matter or context includes all persons for the time being authorised by the **Landlord**.
- (19) **Lease** means this lease including the Form 7 and any annexures and schedules and any obligation or agreement expressed to be supplemental to this **Lease** and all amendments to those documents.
- (20) **Lease Year** means each separate year of the term of this **Lease**. The first **Lease Year** starts on the **Date of Commencement** and each **Lease Year** after that starts on the same day of the following year. The expression includes any broken period between the end of the last complete **Lease Year** and the date of termination.
- (21) **Month** means a calendar month.
- (22) "**the Outgoings**" means all expenses and outgoings paid or incurred by the Landlord in respect of the Premises under the following heads of expenditure:
- (a) Rates, charges and other levies payable to the local authority in whose area the Premises are located.
  - (b) Rates and charges payable to any local or other authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services.
  - (c) Levies, contributions and/or other amounts payable to any local or other authority for or on account of fire protection services.
  - (d) All rates, taxes, charges, assessments, outgoings, and impositions (whether parliamentary, municipal, or otherwise and whether assessed, charged, or imposed by or under Federal or State law or by Federal State or Local authorities and whether on a capital, revenue value, or any other basis and even though of a novel character) which are assessed, charged, or imposed in respect of the Premises or any part of them other than income tax and capital gains tax.
  - (e) Insurance premiums and other charges (including stamp duties) for insurance of the Premises for repair and replacement and such other risks as determined by the Landlord in its absolute discretion.
  - (f) Any repair, maintenance and gardening or other works that may from time to time be provided by the Landlord,

But excludes any expenditure for works of a capital nature.

(23) **Intentionally Deleted**

(24) **Premises** means the area shown hatched on the sketch plan attached to this **Lease** including:

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- (a) the floor and ceiling finishes (but not any other part) of the floor slabs and ceiling slabs that bound the **Premises**;
  - (b) the inner half severed through the middle of the internal non-load bearing walls that divide the **Premises** from the adjoining premises and **Common Areas**;
  - (c) the doors and windows and frames at the **Premises**;
  - (d) all additions and improvements to the **Premises**;
  - (e) all the **Landlord's** fixtures and fittings in the **Premises**;
  - (f) all pipes that are in and that exclusively serve the **Premises**; and
  - (g) all equipment that is in or on and that exclusively serves the **Premises**;
- (25) **Prescribed Percentage** means the percentage at Item 8 in the Reference Data.
- (26) **Quarterly Period** means each consecutive period of 3 **Months** during the term of this **Lease** ending respectively on the last days of March, June, September and December. The expression also includes any broken period before the first complete **Quarterly Period** and after the last complete **Quarterly Period**.
- (27) **Redecorate** includes:
- (a) washing down the interior and exterior of the **Premises**; and
  - (b) treating as previously treated all internal surfaces of the **Premises** by painting, staining, polishing or otherwise to a specification approved by the **Landlord**;
  - (c) leave the **Premises** in a clean, tidy and operational condition; and
  - (d) make good any damage to the **Premises** caused by the **Tenant** when removing its property.
- (28) **Reference Data** means the data set out in Part 1 of this Schedule.
- (29) **Rent** includes the **Annual Rent** and the **Additional Rent** (if any) referred to in cl. 4.1.
- (30) **Review Date** is a date for reviewing **Rent** referred to in subcl. 3.2(2).
- (31) **Intentionally deleted.**
- (32) **Stipulated Rate** means 10% per annum.
- (33) **Tenant** means the lessee referred to in Item 3 of the Form 7.
- (34) **Valuers' Institute** means the Australian Property Institute Inc. (Queensland Division).
- (35) '**writing**' includes printing, typing, lithography and other modes of reproducing words in a visible form. '**Written**' has a corresponding meaning.
- (36) Obligations are joint and separate.

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- (37) A reference to the **Valuers' Institute** or any other body will also refer to any body established in its place.
- (38) Rights of the **Landlord** to have access to the **Premises** extend to all persons authorised by the **Landlord**.
- (39) References to the **Premises** include any part of the **Premises**.
- (40) Any covenant by the **Tenant** not to do anything includes an obligation not to permit that thing to be done, and to use its best endeavours to prevent that thing being done by a third party.
- (41) Any provision in this **Lease** requiring the consent or approval of the **Landlord** also requires the consent or approval of any mortgagee of the **Complex** and any superior landlord.
- (42) References to the 'consent of the **Landlord**' or words to similar effect mean a consent in writing. References to 'approved' and 'authorised' or words to similar effect mean approved or authorised in writing.
- (43) The terms 'the **Parties**' or '**Party**' mean the **Landlord** and/or the **Tenant**. A **Guarantor** is not a **Party** unless this **Lease** states that it is.
- (44) Words denoting the singular number include the plural number and vice versa; a reference to any gender includes every other gender; and words denoting individuals include corporations.
- (45) A reference in this **Lease** to an Act of Parliament or any section of an Act should be read as though the words 'or any statutory modification or re-enactment of it or any statutory provision substituted for it' were added to the reference. Any general reference to '**Statute**' or '**Statutes**' includes any regulations or orders made under the Statute or Statutes.
- (46) Every obligation undertaken by any **Party** (including the **Guarantor**) will be understood as if each obligation is an independent covenant made by the **Party**. The obligation will continue throughout the term of this **Lease** and afterward so long as it remains to be performed.
- (47) References in this **Lease** to any clause, sub-clause, paragraph or Schedule without further designation is a reference to the clause, sub-clause, paragraph or Schedule of this **Lease** so numbered.
- (48) The headings or marginal notes in this **Lease** are included for convenience only and do not affect the interpretation of this **Lease**.

## 3. RENT

## 3.1 Payment of Annual Rent

The **Tenant** will pay the **Annual Rent** without any demand by equal monthly instalments in advance on the first day of each **Month**. The **Annual Rent** will be apportioned for any broken period.

## 3.2 Annual Rent and Reviews

The expression '**Annual Rent**' means an annual sum calculated as follows:

- (1) for the first **Lease Year** the amount shown in Item 5(b)(i) of the Reference Data;

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- (2) for each subsequent **Lease Year** an amount calculated at the start of the **Lease Year** ('**Review Date**') by **Fixed Review**, **CPI Review** or **Market Review** as nominated in Item 6 of the Reference Data. In the absence of any nomination for a **Lease Year**, the **Annual Rent** for that **Lease Year** will be the same as for the previous **Lease Year**.

In this clause:

- (3) '**Fixed Review**' means increasing the **Annual Rent** payable for the previous **Lease Year** by the higher of 3% and the **CPI review** for the relevant **Lease Year**, using the following formula;

$$\text{'CPI Review'} = \frac{A \times B}{C}$$

where: A = **Annual Rent** payable for the previous **Lease Year**

B = **Index Number** for the last quarter before the first day of the **Lease Year** under review

C = **Index Number** for the last quarter before the first day of the previous **Lease Year**

### 3.3 Obligation to Pay until Rent Calculated

Rent must be paid at the same rate as the previous **Lease Year** until calculated for the current **Lease Year**. The rent will then be adjusted back to the beginning of the **Lease Year** under review.

### 3.4 Rent Obligation Absolute

The **Tenant's** obligation to pay **Rent** is not subject to any abatement, reduction, set-off, defence, counterclaim or recoupment.

### 3.5 GST

The **Tenant** must pay all goods and services tax or other consumption tax applied to a supply under this **Lease**.

## 4. Intentionally Deleted

## 5. OUTGOINGS

### 5.1 Outgoings

In addition to the **Rent**, the **Tenant** must pay the **Landlord** sums of money equal to the **Prescribed Percentage** of the **Outgoings**.

- 5.2 The **Tenant** will pay **Outgoings** on a monthly estimated basis, and will be reconciled annually by the **Landlord**. An adjustment shall (if necessary) be made between the **Landlord** and **Tenant** with payment to or crediting by the **Landlord** as the case may require of any deficiency or excess of the **Outgoings** for the relevant period.

### 5.3 Light and Power

The **Tenant** must not use any form of light, power or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions. The **Tenant** will pay

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punctually all charges for electricity, gas and water consumed in the **Premises** whether assessed against the **Tenant** or the **Landlord** by the supplying body.

## 5.4 Future Taxes

The **Tenant** must pay all rates and taxes (whether assessed on a capital or revenue basis or any other basis and even though of a novel character) which may be imposed in respect of the **Premises** or on the **Rent** or for the use and occupation of the **Premises** and whether assessed against the **Landlord** or directly against the **Tenant**.

## 5.5 Cleansing Dues

The **Tenant** must pay the cost of any cleaning or refuse service for the **Premises**.

## 5.6 Water Consumption

The **Tenant** must pay the cost of water usage consumed in the **Premises** and any water metre rental charged by the local authority.

## 6. USE

## 6.1 Use of the Premises

The **Tenant** must not use the **Premises** for any purpose other than the purpose specified in Item 9 of the Reference Data. The **Tenant** acknowledges that:

- (1) it is the responsibility of the **Tenant** to get the consent of any planning or other authority which may be required for the **Tenant** to carry on its business in the **Premises** and the failure of the **Tenant** to get that consent does not relieve the **Tenant** of its obligations under this **Lease**; and
- (2) no promise, representation, warranty or undertaking has been given by or on behalf of the **Landlord**:
  - (a) about the suitability or adequacy of the **Premises** or the **Complex** for any use to be carried on in them; or
  - (b) that the **Tenant** has any exclusive right to carry on the type of business permitted under this **Lease** or as to other businesses to be carried on in the **Complex**.

## 6.2 Tenant to Carry on Business

The **Tenant** must conduct its business in and use the whole of the **Premises** continuously throughout the term of this **Lease**.

Nothing in this clause requires the **Tenant** to conduct its business during a period prohibited by law or by-law regulating the hours when the business may be conducted.

At the request of the **Landlord**, the **Tenant** must immediately discontinue any business practice or advertising which may harm the business or reputation of the **Landlord**, the **Complex**, other tenants of the **Complex** or which may confuse, mislead or deceive the public.

## 6.3 Intentionally Deleted

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## 6.4 Other Tenancies

The **Landlord** is not responsible to the **Tenant** for the non-observance of any lease by another **Tenant** of premises in the **Complex**.

## 6.5 Intentionally Deleted

## 6.6 Intentionally Deleted

## 6.7 Intentionally Deleted

## 6.8 Compliance with Statutes Regulations etc.

The **Tenant** must comply with all **Statutes** relating to the **Premises** or its use and occupation. The **Tenant** is not required by this clause to make any structural improvements or alterations unless they are required because of any neglect or default by the **Tenant** or any person claiming under the **Tenant** or by reason of the business carried on in the **Premises** or the number or sex of the employees or persons at the **Premises**.

## 6.9 Nuisance

The **Tenant** must not do anything in the **Complex** that is an actionable nuisance for others.

## 6.10 Use Prohibitions

The **Tenant** must not without the consent of the **Landlord**:

- (1) place any noise transmitting apparatus on the exterior of the **Premises**;
- (2) use things within the **Complex** for purposes other than those for which they were constructed;
- (3) erect any sign in or on the **Premises** except signs in the **Premises** usually required for the **Tenant's** business;
- (4) erect any blinds or awnings visible from the exterior of the **Premises**;
- (5) mark or deface the **Premises**;
- (6) overload the floors;
- (7) use any flammable chemicals, except in the ordinary course of the **Tenant's** business;
- (8) do anything that conflicts with the obligations under the **Landlord's** insurance policies;
- (9) hold any auction sale in the **Premises**;
- (10) overload the electrical services;
- (11) allow people to consume tobacco products or use illicit drugs on the **Premises**.

## 6.11 Use Obligations

The **Tenant** must:

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- (1) pay the costs of cleaning all blockages in pipes that originate in the **Premises** where the blockage is between their origin and their entry into any trunk drain;
- (2) keep the **Premises** clean and free from rubbish including daily cleaning and rubbish removal if required by the **Landlord**;
- (3) keep the **Premises** free of vermin;
- (4) notify the **Landlord** and relevant authorities of any infectious disease occurring in the **Premises**;
- (5) thoroughly fumigate and disinfect the **Premises** after an infectious disease has occurred in them;
- (6) comply with the requirements relating to fires of the Insurance Council of Australia and statutory authorities;
- (7) cooperate with the **Landlord** in fire drills and evacuation procedures in the **Complex**;
- (8) ensure all exterior doors and windows in the **Premises** are locked when the **Premises** are not being used.

## 6.12 Security

The **Landlord's** representatives may enter the **Premises** to lock any doors or windows left unlocked or to check the general security of the **Building** and the **Premises**. However, entry for the **Landlord** or **Landlord's** representative is only available if the **Premises** are unlocked.

## 6.13 Body Corporate

The **Tenant** will comply with:

- 6.13.1 the by-laws of the Body Corporate enclosed at Annexure A; and
- 6.13.2 all lawful directions of the Body Corporate; and
- 6.13.3 all obligations imposed on occupiers by or in accordance with the *Body Corporate and Community Management Act 1997*; and
- 6.13.4 all obligations imposed on occupiers by the community management statement for the Scheme.

## 6.14 Common Property

The **Tenant** must obtain the approval of the Body Corporate before doing anything that physically or aesthetically affects the Common Property.

## 7. MAINTENANCE AND REPAIR

## 7.1 Notice of Damage

The **Tenant** must advise the **Landlord** promptly in writing of any damage sustained to the **Premises** or the defective operation of any of the services in the **Premises**.

## 7.2 Maintenance of Premises

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The **Tenant** must repair and maintain the **Premises** and keep them in good repair and condition except where damage is caused by:

- (1) fair wear and tear; or
- (2) an **Insured Risk** for which insurance money is recoverable.

Where the policy of insurance for the **Insured Risks** requires payment of excess or deductible by the **Landlord** the **Tenant** must pay the excess or deductible. Where the damage is to the **Premises** and other parts of the **Building**, the **Tenant** must pay a fair proportion of the excess or deductible to the **Landlord** on demand.

### 7.3 Tenant to Redecorate

During the last 3 **Months** of the term of this **Lease**, the **Tenant** must **Redecorate** the **Premises** to the satisfaction of the **Landlord**. If the **Tenant** fails to **Redecorate** the **Premises** the **Landlord** may **Redecorate** them at the **Tenant's** expense, the **Tenant** will not be required to **Redecorate** during the initial term of this **Lease**.

### 7.4 Glass

The **Tenant** must replace all glass in the **Premises** or forming part of the boundary walls of the **Premises** that is broken during the term of this **Lease**.

## 8. ALTERATIONS

### 8.1 No Alterations Without Consent

The **Tenant** must not make any alterations to the **Premises** without the **Landlord's** consent. Consent may be granted upon whatever terms and conditions the **Landlord** thinks fit.

### 8.2 Internal Partitions

The **Tenant** must not install any internal partitions in the **Premises** or make any alterations or modifications to any internal partitions without the consent of the **Landlord**. Consent must not be unreasonably withheld if the following conditions are complied with:

- (1) The **Tenant** submits to the **Landlord** full detailed drawings and specifications of the proposed works which meet with the approval of the **Landlord's** architect;
- (2) The materials to be used in carrying out the works are of a standard as to type, quality, colour and size as the **Landlord** determines;
- (3) The works are to be carried out by a builder approved by the **Landlord**;
- (4) The works are to be carried out under the supervision of the **Landlord's** architect;
- (5) The **Tenant** pays to the **Landlord** immediately upon demand all reasonable costs and expenses incurred by the **Landlord**, including architects' and other consultants' fees payable by the **Landlord** whether any approval is granted or not; and
- (6) The **Tenant** indemnifies the **Landlord** against all injury to the **Building** or to persons arising from the works.

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Any partitions erected by the **Tenant** remain the property of the **Tenant** who is responsible for their maintenance and insurance.

**8.3 Tenant's Fixtures**

Any fixtures installed by the **Tenant** may at the end of this **Lease** be taken down and removed if the removal can be carried out without affecting the structure of the **Complex**. The **Tenant** must fix, to the satisfaction of the **Landlord**, any damage done to the **Complex** by the installation or removal of these fixtures.

Any fixtures not removed by the **Tenant** at the expiration of the term of this **Lease** and all other goods of the **Tenant** left on the **Premises** will be considered abandoned by the **Tenant** and become the property of the **Landlord**. The **Landlord** may in its discretion sell or otherwise dispose of abandoned fixtures and goods in any manner the **Landlord** thinks fit.

**9. INDEMNITY, RISK, INSURANCE, LIABILITY****9.1 Indemnities**

The **Tenant** indemnifies the **Landlord** against all legal proceedings, costs and expenses for which the **Landlord** may become legally responsible whether during or after the term of this **Lease** arising from:

- (1) Loss, damage or injury from any cause to property or person inside or outside the **Building** caused or contributed to by the neglect or default of the **Tenant**;
- (2) The negligent use by the **Tenant** of any services to the **Complex**;
- (3) The overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the **Premises** caused or contributed to by any act or omission by the **Tenant**;
- (4) The **Tenant's** failure to notify the **Landlord** of any defect in any services in the **Premises** of which the **Tenant** is aware or ought to be aware;
- (5) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the **Tenant** in its use of the **Premises**;
- (6) The improper or faulty construction of facilities, trade fixtures or equipment installed in the **Premises** by the **Tenant**;
- (7) Any personal injury sustained by any person in or about the **Premises**. Any injury caused by the wilful or negligent conduct of the **Landlord** its employees or agents are excluded.

**9.2 Extension of Indemnities**

The indemnities in clause 9.1 extend to acts and omissions of the **Tenant** and any employee, agent, licensee, invitee, subtenant or other person claiming through or under the **Tenant**.

**9.3 Insurances**

- (1) The **Tenant** will during the term of this **Lease** at its expense take out in the names of the **Tenant**, noting the interest of the **Landlord** and all mortgagees of the **Premises** the following insurances:

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## (a) Property

Insurance upon all property situated in the **Premises** owned by the **Tenant** or for which the **Tenant** is legally liable and on all fixtures and improvements installed in the **Premises** by the **Tenant**, the policies to be for an amount not less than 90% of the full replacement cost with coverage against at least fire with standard extended coverage.

## (b) Business Interruption Insurance

Business Interruption insurance in an amount sufficient to reimburse the **Tenant** for direct or indirect loss of earnings attributable to perils commonly insured against by prudent tenants or attributable to prevention of access to the **Premises**.

## (c) Public Risk

Public Risk Liability insurance applying to all operations of the **Tenant** and which will include bodily injury liability and property damage liability, personal injury liability, products liability, contractual liability, contingent liability and tenant's legal liability with respect to the occupancy by the **Tenant** of the **Premises**. The policy will be written on a comprehensive basis with limits of not less than \$20 million per occurrence or such higher limits as the **Landlord** or its mortgagee reasonably requires from time to time.

## (d) Plate Glass

Insurance of all plate glass in the **Premises** or forming part of the boundary walls of the **Premises** for reinstatement following breakage or damage from any cause.

## (e) General

Any other forms of insurance as the **Landlord** or the **Landlord's mortgagee** reasonably requires from time to time in amounts and for perils against which a prudent **Tenant** would protect itself in similar circumstances.

- (2) All insurance policies required by this clause will be taken out with insurers acceptable to the **Landlord** and on policies and in forms satisfactory from time to time to the **Landlord**. Certificates of insurance, or if required by the **Landlord** or its mortgagee certified copies of each insurance policy, will be delivered to the **Landlord** as soon as practicable after they are taken out.
- (3) If the **Tenant** fails to take out or to keep in force any insurance required by this clause the **Landlord** may take out the insurance at the cost of the **Tenant**.

9.4 **Tenant Accepts Risk**

The **Tenant** uses the **Premises** at the risk of the **Tenant**. Except to the extent caused by the wilful or negligent act or omission of the **Landlord**, its employees, its contractors or agents, the **Landlord** is not legally responsible for any damage to the **Tenant's** property on the **Premises** for any reason.

The **Landlord** is not legally responsible for any loss of profits resulting from the damage, even if the damage occurs by reason of:

- (1) any defect in the construction of the **Building** or of any of its services; or

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- (2) any act or omission by any contractor of the **Landlord**, another **Tenant** of the **Building** and their respective employees, or any member of the public.

## 9.5 Interruption of Services

Except to the extent caused by the wilful or negligent act or omission of the **Landlord**, its employees, its contractors or agents, the **Landlord** is not legally responsible to the **Tenant** for any loss or damage caused by the malfunction or interruption of the following services in the **Complex** or **Premises**:

- (1) water, gas or electricity; or
- (2) **Air Conditioning Equipment, Fire Equipment**, lifts, escalators and travelators; or
- (3) sewers, wastes drains, gutters, downpipes or stormwater drains.

## 9.6 Condition Precedent

- (1) Despite any term in this **Lease** or any law to the contrary, the **Landlord** is not legally responsible for any loss or damage suffered by the **Tenant** arising from any defect or want of repair of which the **Tenant** is aware because the **Landlord** does or fails to do something relating to the **Premises** or **Complex** unless the **Tenant** gives the **Landlord** written notice to fix that act or omission and the **Landlord** unreasonably fails to do so.

9.7 **Landlord's Insurance**

The **Landlord** will insure the **Premises** against damage by fire, lightning, impact by aircraft, impact by vehicles, explosion, storm and/or tempest and malicious damage other than by persons in or about the premises with the actually or implied consent of the **Tenant** in broad cover form for repair and replacement on conditions reasonable in the market at the time the insurance is taken out.

## 10. ASSIGNMENT

## 10.1 Covenant Against Assignment, Subletting and Franchising

The **Tenant** must first get the **Landlord's** written consent in order to:

- (1) mortgage or otherwise charge the **Tenant's** interest in this **Lease**; or
- (2) assign, underlet, grant any license over or part with the possession of the **Premises**; or
- (3) share with any person the occupancy of the **Premises**.

The consent must not be unreasonably withheld.

## 10.2 Subleases

The **Landlord's** consent to a subletting of part only of the **Premises** may be granted or refused in the absolute discretion of the **Landlord**.

## 10.3 Concessions, Licences, Etc.

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The **Tenant** must get the **Landlord's** written consent before permitting any franchisee, licensee, concessionaire or others to operate a business from the **Premises**. Consent may be arbitrarily withheld, despite any law to the contrary. This clause does not limit cl. 10.1 and cl. 10.2.

## 10.4 Intentionally Deleted

## 10.5 Corporate Tenant

- (1) The **Tenant** must get the consent of the **Landlord** before there is any assignment or disposal of a substantial interest in the **Tenant**.
- (2) For the purposes of this clause a substantial interest in the **Tenant** is a shareholding of 50% or more of the issued share capital of the **Tenant** or a holding of shares in the **Tenant** which entitle the holder to 50% or more of the voting power of all shares represented at any meeting of members of the **Tenant**.
- (3) This clause does not apply to any **Tenant** whose shares are listed on the Australian Stock Exchange.

## 10.6 Assignment by Landlord

If the **Landlord** sells an interest in the **Complex** or in this **Lease**, then the **Landlord** is automatically free of legal responsibility under any clause in this **Lease** to the extent that the buyer is responsible for compliance with those clauses.

## 10.7 Intentionally Deleted

## 11. COSTS

## 11.1 Costs to be Paid by Tenant

The **Tenant** must pay:

- (1) all stamp duty and registration fees payable for this **Lease**; and
- (2) all costs of and incidental to a request by the **Tenant** for the **Landlord's** consent under this **Lease**;
- (3) all amounts the **Landlord** may be required to spend because the **Tenant** failed to observe a term in this **Lease**.

The parties will each bear their own legal costs in relation to the negotiation, preparation and execution of this **Lease**.

## 12. MORTGAGEE OF FREEHOLD

## 12.1 Mortgagee's Consent

In this clause **Mortgagee** includes all present or future mortgagees of the **Complex**.

In return for the **Landlord** granting this **Lease** to the **Tenant**, the **Tenant** agrees that the **Mortgagee's** consent to this **Lease** is subject to the following conditions:

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- (1) the mortgage remains in full force, despite the **Mortgagee's** consent. If the terms of this **Lease** are carried out then the **Mortgagee's** power under the mortgage, if the **Landlord** defaults, is exercised subject to the remaining rights of the **Tenant**.
- (2) the **Tenant** must get a registered **Mortgagee's** consent whenever the **Landlord's** consent is required.
- (3) if the **Mortgagee** gives notice to the **Tenant** demanding receipt of rent and profits, then the **Tenant's** obligations and the **Landlord's** rights under this **Lease** are treated as obligations to, and rights of, the **Mortgagee** until the notice is withdrawn or the mortgage discharged.
- (4) the **Mortgagee** is not bound to perform and will not incur any legal responsibility for the **Landlord's** obligations in this **Lease**.
- (5) if the **Landlord** or **Tenant** fail to perform any conditions contained in this clause, the **Mortgagee** may decide that its consent will have no legal effect.

## 13. LANDLORD'S ASSURANCES

## 13.1 Quiet Enjoyment

If the **Tenant** performs the obligations in this **Lease** the **Tenant** may quietly enjoy the **Premises** during the term of this **Lease** without interruption by the **Landlord**.

## 13.2 Landlord to Pay Rates

The **Landlord** will pay all rates and land tax payable in respect of the **Complex** except any rates and taxes that the **Tenant** has agreed to pay.

## 13.3 Tenant to Have Access

The **Landlord** permits the **Tenant**, its employees, agents, licensees and invitees at all times during the term of this **Lease** to have access (in common with the **Landlord** and all other persons to whom the **Landlord** grants a similar right) to and from the **Premises** through the entrances and exits of the **Building** for the purposes of the **Tenant's** business.

## 13.4 Tenant to Have Access to Toilets

The **Tenant**, its employees, agents, licensees and invitees may in common with all other persons to whom the **Landlord** grants a similar right use the toilets in the **Building**. The **Tenant** will use its best endeavours to keep the toilets in a clean and proper condition throughout the term of this **Lease**.

## 14. DEFAULT

## 14.1 Default by Tenant

## (1) Events of Default Right to Re-Enter

If:

- (a) the **Tenant**, being a corporation, enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or has a receiver and/or manager appointed;

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- (b) the **Tenant**, being an individual, commits an act of bankruptcy; or
- (c) the **Tenant** is in default under this **Lease**

THEN subject to the **Landlord** giving notice under s. 124 of the *Property Law Act 1974* the **Landlord** may re-enter the **Premises** and end this lease. This will not affect the **Landlord's** legal right to pursue the **Tenant** for any previous breach of an obligation or agreement contained or implied in this **Lease**.

## (2) Damages

If the **Landlord** ends this **Lease** under subcl. 14.1(1) the **Landlord** may recover from the **Tenant** in addition to damages and amounts recoverable apart from this clause:

- (a) any **Rent** and **Outgoings** due at the date of termination;
- (b) the amount by which **Rent** and **Outgoings** under this **Lease** exceeds what is, or is likely to be, received from another tenant for the period between the **Landlord's** early termination and the expiry date of this **Lease**;
- (c) any other amount necessary to make up for the **Landlord** terminating this **Lease** because the **Tenant** failed to perform an obligation including the following:
  - (i) costs of maintaining the **Premises**;
  - (ii) costs of recovering possession of the **Premises**;
  - (iii) expenses of reletting including necessary **Redecoration** or alteration of the **Premises**;
  - (iv) legal costs;
  - (v) real estate commissions, charges and fees.

For the purposes of para. 14.1(2)(b), the **Tenant** must show that the **Premises** are likely to be relet and the likely **Rent**. To the extent that the likely **Rent** and **Outgoings** cannot be proved exactly, assume they will increase yearly by an added 5% on each anniversary of the **Date of Commencement**.

## (3) Landlord's Right when Tenant Abandons Premises

If the **Tenant** vacates or otherwise repudiates this **Lease** the **Landlord** may, without being treated as accepting the surrender of this **Lease** or terminating it:

- (a) show the **Premises** to prospective tenants;
- (b) renovate, restore, clean and secure the **Premises**.

The **Tenant** is treated as having vacated if it ceases to carry on its permitted use of the **Premises** for 7 days in a row without the **Landlord's** approval.

## (4) Reservation of Rights

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The rights and powers given to the **Landlord** by cl. 14.1 are in addition to any other right or power that may be given to the **Landlord** at law or in equity.

## 14.2 Written Waiver

Any waiver of any breach or default under this **Lease** or any waiver of any term or condition of this **Lease** must be in writing and will be effective only to the extent set out in the written waiver. All remedies given to the **Landlord** under this **Lease** or at law are cumulative and not alternative.

## 14.3 Accord and Satisfaction

The **Landlord** may accept a cheque or payment and retain the right to recover the balance of the **Rent** or pursue any other remedy.

## 14.4 Performance of Tenant's Obligations by Landlord

If the **Tenant** fails to make any payments or carry out any terms in this **Lease** then the **Landlord** may do so. The **Tenant** must repay, with interest, any money the **Landlord** has spent on the **Tenant's** behalf as soon as the **Landlord** demands it.

## 14.5 Interest on Late Payments

The **Tenant** must pay to the **Landlord** interest on any **Rent** or other money which is overdue. Interest is calculated at the **Stipulated Rate of 10%** from the time the **Rent** or other money was due to the date of payment.

## 14.6 Breaches

If the **Tenant** breaches this **Lease** and the **Landlord** does not terminate the **Lease** the **Tenant** will pay damages for the breaches. The damages will be assessed under the normal principles of contract law.

## 15. DAMAGE OR DESTRUCTION

## 15.1 Damage or Destruction

## (1) Substantially Unfit or Substantially Inaccessible

In this clause '**Anyone Connected With The Tenant**' means an employee, agent, licensee, invitee, customer, visitor of the **Tenant** or of any subtenant, licensee or other occupier claiming under the **Tenant**.

If the **Premises** or the **Complex** are damaged by an **Insured Risk** so that the **Premises** are substantially unfit for occupation and use by the **Tenant** or (having regard to the nature and location of the **Premises** and the normal means of access) are substantially inaccessible, then:

(a) Paragraphs (i), (ii) and (iii) below do not apply if the **Tenant** or **Anyone Connected With The Tenant**, caused the damage negligently or by a failure to act:

(i) **Annual Rent** and other amounts payable under this **Lease** (except **Additional Rent**) are reduced in proportion to the nature and extent of the damage until the **Premises** have been restored or made accessible.

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(ii) within 14 days of the damage occurring to the **Premises** the **Tenant** may give the **Landlord** a written '**Damage Notice**' saying the **Premises** are unfit or inaccessible. Within 31 days of getting the **Damage Notice** the **Landlord** may give the **Tenant** a '**Restoration Notice**' saying that the **Premises** will be made fit for occupation, use and access by the **Tenant**. If the **Landlord** does not give a **Restoration Notice**, the **Tenant** may terminate this **Lease** by written notice to the **Landlord** between 31 and 75 days after the **Landlord** received the **Damage Notice**;

(iii) if the **Tenant** gets a **Restoration Notice** but the **Landlord** does not make genuine effort or progress in

fixing the access or the **Premises** within a reasonable time, then the **Tenant** may give the **Landlord** a notice of intention to terminate this **Lease**. If, after getting the **Tenant's** notice, the **Landlord** does not act with reasonable speed and effort to fix the **Premises** or access the **Tenant** may terminate this **Lease**. To terminate, the **Tenant** must give the **Landlord** at least 1 **Month's** written notice and at the end of that period this **Lease** terminates.

(b) if in the **Landlord's** opinion the damage to the **Premises** or the **Complex** makes it impractical or undesirable to restore the **Premises** or if the damage occurs less than 2 years before the expiration of the term of this **Lease**, the **Landlord** may terminate this **Lease** by giving 1 **Month's** notice in writing to the **Tenant**;

The **Landlord** is not legally responsible for the termination of this **Lease** under cl. 15.1(1)(a) or (b). Any termination under this clause does not affect the rights of either **Party** regarding a previous breach of a term in this **Lease**.

## (2) Wholly Unfit or Totally Inaccessible

If the **Complex** or the **Premises** are taken for any public purpose or are so damaged that the **Premises** are wholly unfit for occupation and use by the **Tenant** or are totally inaccessible:

(a) the **Landlord** may, despite anything contained or implied in this **Lease**, terminate this **Lease** by giving 1 **Month's** notice in writing to the **Tenant** and at the end of that notice this **Lease** terminates and the **Landlord** is not legally responsible for the termination;

(b) except where the **Tenant** or **Anyone Connected With The Tenant** caused the damage negligently or by a failure to act, the **Tenant** may terminate this **Lease** by giving 1 **Month's** notice in writing to the **Landlord** and at the end of that notice this **Lease** terminates;

(c) any termination under cl. 15.1(2) (a) or (b) does not affect the rights of either **Party** regarding a previous breach of a term in this **Lease**.

## (3) Resolution of Disputes

Any dispute arising under cl. 15.1(1) or 15.1(2) will be decided by a member of the **Valuers' Institute** or its successor appointed by the President for the time being of that Institute on the application of the

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**Landlord or the Tenant.** The appointed person will, in making their decision, act as an expert and not as an arbitrator and their decision will be final and binding on both **Parties**. The cost of the decision will be paid by either or both **Parties** (and if by both **Parties**, in the proportion between them) as the person appointed decides.

## 16. COMPLEX

## 16.1 Intentionally Deleted

## 16.2 Intentionally Deleted

## 16.3 Use of Pipes

The **Landlord** is entitled to the uninterrupted passage of services from and to other parts of the **Complex** or any adjoining property through the pipes in the **Premises** and may at reasonable times and upon reasonable notice enter the **Premises** to construct and to maintain any pipes.

## 16.4 Common Areas – Landlord's Rights

The **Landlord** may whenever it chooses:

- (1) grant easements and other property rights in respect of the **Complex** if they do not substantially and permanently diminish the **Tenant's** rights under this **Lease**;
- (2) prohibit persons whom the **Landlord** reasonably believes are undesirable from entering the **Complex**;

## 16.5 Intentionally Deleted

## 16.6 Regulations

The **Tenant** must obey the Regulations. The **Landlord** may alter the Regulations and make further Regulations. An alteration to the Regulations must not substantially diminish the rights of the **Tenant** in this **Lease**. All amendments and additions will bind the **Tenant** when the **Landlord** gives notice of them to the **Tenant** in writing. If there is any inconsistency between the provisions of this **Lease** and any Regulations the provisions of this **Lease** prevail. The **Landlord** is not legally responsible for any loss or damage arising out of any non-enforcement of the Regulations.

## 17. MANAGEMENT

## 17.1 Intentionally Deleted

## 17.2 Managing Agent

Any managing agent appointed to manage the **Complex** will represent the **Landlord** in all matters relating to this **Lease**. Any communication from the **Landlord** to the **Tenant** will to the extent of any inconsistency override any communication from the managing agent.

## 17.3 Intentionally Deleted

## 18. GENERAL

## 18.1 Entire Agreement

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The terms and conditions set out in this **Lease** contain the entire agreement between the **Parties**. The **Tenant** acknowledges that it has not been induced to enter into this **Lease** by any representation, verbal or otherwise, made by or on behalf of the **Landlord** that is not set out in this **Lease**.

## 18.2 New Guarantor

The **Tenant** must give notice to the **Landlord** within 14 days of any of the following events during the term of this **Lease**:

- (1) the death of any **Guarantor**; or
- (2) the bankruptcy of any **Guarantor**; or
- (3) the making of a receiving order against any **Guarantor**; or
- (4) any **Guarantor** becoming insane; or
- (5) the **Guarantor**, being a company, passing a resolution to wind up, enter into liquidation or appoint a receiver.

If required by the **Landlord** the **Tenant** must, within 28 days and at its own expense, get another person acceptable to the **Landlord** to sign a guarantee for the **Tenant's** obligations within this **Lease**. The guarantee must be in the form of the **Guarantor's** covenants contained in this **Lease** or in any guarantee separate from this **Lease**.

## 18.3 Inspection by Purchaser or Tenant

The **Tenant** must:

- (1) allow the **Landlord** to exhibit on the **Premises** notices advertising the **Complex** or any part of it for sale; and
- (2) at all reasonable times upon prior reasonable notice permit the **Landlord** to show the **Premises** to prospective purchasers; and
- (3) within the 6 **Month** period immediately before the end of the term granted by this **Lease**, permit the **Landlord** to show the **Premises** to prospective tenants at all reasonable times and on prior reasonable notice and allow the **Landlord** to affix and exhibit on the **Premises** where the **Landlord** thinks fit the usual 'For Sale' and/or 'To Let' notices. In each case the notices may display the name and address of the **Landlord** and its agents.

The **Tenant** must not remove any notice without the prior written consent of the **Landlord**.

## 18.4 Modification of Implied Covenants

The obligations and powers implied in leases by ss. 105 and 107 of the *Property Law Act 1974* are negated. All other obligations on the part of the **Tenant** implied by the *Property Law Act 1974* are not negated but are modified to the extent that they are inconsistent with the provisions of this **Lease**.

## 18.5 Notices

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- (1) Unless otherwise stated any notice given by the **Landlord** is treated as duly given and served on the **Tenant** if signed by the **Landlord** or the solicitors for the **Landlord** or if the **Landlord** is a corporation then by any officer of the **Landlord** and delivered to the **Tenant**:
  - (a) personally; or
  - (b) if the **Tenant** is a corporation then to any person at its registered office or principal place of business in this State; or
  - (c) if left at the **Premises**; or
  - (d) sent to the **Tenant** through the post in an envelope addressed to the **Premises** in which case service is considered to have been made on the day following posting.
- (2) Any notice by the **Tenant** to the **Landlord** must be signed by the **Tenant** and must be given or served in the manner set out in s. 347 of the *Property Law Act 1974*.
- (4) If the **Tenant** consists of more than one person, notices are treated as served on all of them if given to any one or more of them.

## 18.6 Holding Over

If the **Tenant** with the consent of the **Landlord** remains in occupation of the **Premises** after this **Lease** has ended then:

- (1) the **Tenant** will be tenant from **Month to Month** from the **Landlord** of the **Premises** on the terms of this **Lease** so far as they apply to a monthly tenancy;
- (2) the monthly tenancy may be ended by either **Party** in the manner set out in Div. 4 of Part VIII of the *Property Law Act 1974*; and
- (3) the rent payable for the monthly tenancy will be the amount of **Rent** payable monthly under this **Lease** immediately before the end of the term and will be payable in advance.

## 18.7 GST

- (1) The **Tenant** will pay to the **Landlord** an amount equal to the goods and services tax or other consumption tax payable by the **Landlord** for all taxable supplies supplied by the **Landlord** to the **Tenant** in connection with this **Lease**. The **Tenant** will pay the tax when the **Landlord** provides an invoice for the payment.
- (2) The **Landlord** may include in the amount of the **Outgoings** to which the **Tenant** contributes, all goods and services tax or other consumption tax payable by the **Landlord** in respect of the **Outgoings** except for any part of the tax that the **Landlord** may claim as an input tax credit.

## 18.8 Intentionally Deleted

## 19. Intentionally Deleted

## 20. Intentionally Deleted

## 21. TRUSTS

## 21.1 Trusts

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If the **Tenant** at any time is acting in the capacity of trustee of any trust ("Trust"):

- (1) this **Lease** extends to all rights of indemnity which the **Tenant** has against the **Trust**;
- (2) the **Tenant** warrants that it has power and authority to enter into this **Lease** and the **Tenant** must not release any right of indemnity or commit any breach of trust or be a party to any other action which might prejudice a right of indemnity;
- (3) the **Tenant** must not without the written consent of the **Landlord** allow any of the following events to happen:
  - (a) the replacement of the **Tenant** as sole trustee of the **Trust**;
  - (b) any variation of the terms of the **Trust**;
  - (c) any distribution of capital of the **Trust**;
  - (d) any resettlement of the trust property.

It will be an event of default under this **Lease** if the **Tenant** is guilty of any breach of trust in respect of the **Trust** or ceases to be the sole trustee of the **Trust**.

## 22. OPTION

## 22.1 Option to Renew

If the **Tenant**:

- (1) at least **3 Months** before the end of this **Lease** gives written notice to the **Landlord** that it wishes to renew this **Lease**; and
- (2) has at all times up to the date of the end of this **Lease** complied punctually with its obligations under this **Lease**;

then the **Landlord** must grant to the **Tenant** a further lease of the **Premises** on the following conditions:

- (3) the length of the renewal term will be the period referred to in Item 13 of the Reference Data;
- (4) the rent for the first year of the renewal term will be calculated under cl. 3.2 as if the date of commencement of the renewal term were a **Review Date** and the method of review were as nominated for that **Review Date** in Item 14 of the Reference Data;
- (5) the terms and conditions will be the same as the terms and conditions of this **Lease** except for the changes specified in the **Modification Schedule** at the end of this clause.

## Modification Schedule

- A. cl. 22.1 will be deleted when the last right of renewal in Item 13 of the Reference Data has been exercised.

## Title Reference 18601168

- B. The **Review Dates** in Item 6 of the Reference Data will be deleted and replaced with the **Review Dates** in Item 14 of the Reference Data.

## 22.2 New Guarantee

If at the date of exercise of the option contained in cl. 22.1 the obligations of the **Tenant** under this **Lease** are the subject of guarantee or indemnity the **Tenant** must:

- (1) get from the persons who provided the guarantee or indemnity another guarantee or indemnity for the lease for the renewal term on the same terms apart from necessary changes; and
- (2) produce the properly signed guarantee or indemnity to the **Landlord** within 30 days after the **Landlord** provides to the **Tenant** the documentation for the new guarantee or indemnity for the renewal term.

The time limit referred to in cl. 22.2(2) is essential. If the **Tenant** fails to comply with the time limit the **Landlord** may terminate the new lease for the renewal term by notice in writing to the **Tenant**.

## 23. POWER OF ATTORNEY

- 23.1 The **Tenant** irrevocably appoints the **Landlord** and the Directors, the General Manager and the Secretary of the **Landlord** together and separately to be the attorneys of the **Tenant** at any time after this **Lease** has ended to:

- (1) sign a transfer or a surrender of this **Lease**; and
- (2) get the transfer or surrender registered; and
- (3) from time to time appoint substitutes and revoke those appointments; and
- (4) do anything under this clause as fully and effectually as the **Tenant** could do.

The **Tenant** must ratify and confirm everything the attorneys or any substitute or substitutes lawfully do under this clause.

A statutory declaration by an attorney that the power of re-entry contained in this **Lease** has been exercised will be sufficient proof of that fact.

## 24. END OF LEASE

## 24.1 Yield Up

The **Tenant** must at the end of this **Lease** yield up the **Premises** in the order and condition described in Part 7 of this Schedule.

## 24.2 Remove Fittings

If the **Tenant** does not do so under cl. 8.3 the **Tenant** must if required by the **Landlord**:

- (1) remove from the **Premises** within fourteen (14) days from the end of this **Lease** all fixtures and other contents installed by the **Tenant** and requested to be removed by the **Landlord**; and

## Title Reference 18601168

- (2) repair any damage caused to the **Complex** by the removal; and
- (3) re-alter any alterations made by the **Tenant** so that the **Premises** are converted back to their original layout.

The **Landlord** may at its option cause the fixtures and other contents to be removed and to be stored in a public warehouse or elsewhere at the risk of the **Tenant** and any damage to be repaired and any alterations to be re-altered. The **Landlord** may recover the costs of removal, storage, repair and/or re-alterations from the **Tenant** as a liquidated debt payable on demand.

## 24.3 Abandoned Contents

Any contents not removed by the **Tenant** will be considered abandoned by the **Tenant** and will become the property of the **Landlord**. The **Tenant** will still be legally responsible to the **Landlord** for the expense of any removal by the **Landlord** of contents and of repairing any damage to the **Premises** caused by that removal by the **Landlord**.

## 24.4 Removal of Signs

At the end of this **Lease** the **Tenant** must remove its advertising and signs placed in the **Complex** and restore the area to the condition it was in immediately before the advertisement or sign was placed.

## 26.1 Intentionally Deleted

## 27. SPECIAL CONDITIONS

- 27.1 The **Landlord** grants the **Tenant** one (1) month Rent free period from the Commencement Date provided the **Tenant** otherwise complies with its obligations under the **Lease**. The **Tenant** acknowledges that the obligation to pay **Outgoings** will remain. This clause is to be deleted from the **Lease** upon exercise of the option.
- 27.2 The **Lessee** has one (1) month from the Commencement Date to fit out the **Premises**. The **Lessee** must comply with clause 8 of this **Lease**.
- 27.3 The **Tenant** acknowledges that the mezzanine area of the **Premises** is not approved by Council.

## 28. BOND

The **Tenant** will:

- (1) Prior to entering possession of the **Premises** pay to the **Landlord** the sum set out in **Item 15** of the **Reference Data** as a cash bond for the due observance and performance by the **Tenant** of all the covenants and provisions contained in this **Lease**.
- (2) As soon as the rent payable from each rent review is determined, the **Tenant** will pay to the **Landlord** as a further cash bond an amount which, when added to the cash bond or bonds already held by the **Landlord** (or to the limits of liability under any bank guarantee accepted by the **Landlord** in lieu of a cash bond under **para. (3)**), equal to the amount set out in **Item 15** at the rate payable by the **Tenant** at the material time.

## Title Reference 18601168

- (3) At the option of the **Tenant**, the **Tenant** may instead of paying the amounts in accordance with **para. (1)**, provide to the **Landlord** an Australian Trading Bank Guarantee, on terms acceptable to the **Landlord**, of due observance and performance by the **Tenant** of all the covenants and provisions contained in this **Lease**, with a maximum liability to the bank of not less than the total of the cash bond or bonds required by **para. (1)**.
- (4) If at any time the **Tenant** fails to observe and perform any of the **Tenant's** covenants and provisions in this **Lease**, the **Landlord** may in its discretion at any time appropriate to itself absolutely all or any part of the cash bond or bonds or call up any guarantee or guarantees as may be necessary in the opinion of the **Landlord** to compensate the **Landlord** for any loss or damage suffered or which may be suffered by the **Landlord** by reason of that failure. Any appropriation or calling up by the **Landlord** will not constitute a waiver of that failure and will not prejudice any other right or remedy of the **Landlord** in respect of it.
- (5) If the whole or any part of the cash bond or bonds are appropriated or any guarantee or guarantees are called up by the **Landlord** and this **Lease** remains on foot, the **Tenant** will immediately upon demand by the **Landlord** pay to the **Landlord** the amount so appropriated or called up to be held as a cash bond in accordance with this clause.
- (6) If the **Landlord's** interest in the **Premises** is assigned or transferred, the **Landlord** may pay or transfer the bond or bonds less all sums appropriated by it in accordance with this clause to the assignee or transferee. Upon payment or transfer the **Landlord** will be discharged from all liability to the **Tenant** or to any other person in respect of the bond or bonds.
- (7) If the **Landlord** transfers or assigns this **Lease** to any person, the **Landlord** may without notice to the **Tenant** transfer and otherwise assign the benefit of the security (less any amount appropriated by the **Landlord** under this clause) to any such transferee or assignee, or require the **Tenant** to provide a replacement security to such transferee or assignee. If the **Tenant** has given the security by way of a banker's undertaking that is not assignable, the **Landlord** may convert the security into cash and pay it to the transferee or assignee. The **Landlord** shall then be deemed to be relieved of all further liability in respect of the security. Any such transferee or assignee may enforce and otherwise proceed on the Security in the manner referred to above.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**SCHEDULE**

Form 20 Version 2  
Page 28 of 274

**Title Reference 18601168**

**ANNEXURE A**

**STANDARD COMMUNITY MANAGEMENT STATEMENT**  
**Section 285. Body Corporate and Community Management Act 1997**

Dealing: 704178121  
Title Reference: 19213072  
Lodgment: 1062272  
Date: 15/07/2000 10:46:18

1. Name of Community Title Scheme

**BARNETT BUSINESS PARK**

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

**BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572**

4. Address for service of documents on the body corporate

11/3 BARNET PLACE  
ERNEST QLD 4214

5. By-Laws

Taken to be those in effect as at 13 July 2000  
[section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule

7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP13072	1	1 in BUP13072	1
2 in BUP13072	1	2 in BUP13072	1
3 in BUP13072	1	3 in BUP13072	1
4 in BUP13072	1	4 in BUP13072	1
5 in BUP13072	1	5 in BUP13072	1
6 in BUP13072	1	6 in BUP13072	1
7 in BUP13072	1	7 in BUP13072	1
8 in BUP13072	1	8 in BUP13072	1
9 in BUP13072	1	9 in BUP13072	1
10 in BUP13072	1	10 in BUP13072	1

Total Lots: 10 Aggregate 10 Total Lots: 10 Aggregate 10

\*\*\*\*\* End \*\*\*\*\*

Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 1)

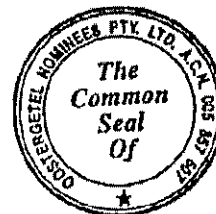
Regulation 8(1)  
Sheet No. 1 of 7 Sheets

NAME OF BUILDING: "BARNETT BUSINESS PARK"

**BUILDING UNITS PLAN NO. 13072**

SIGNATURE OF REGISTERED PROPRIETOR:

*J. Oostergetel* Director  
*[Signature]* SECRETARY



NAME OF REGISTERED PROPRIETOR: OOSTERGETEL NOMINEES PTY LTD  
A.C.N. 005 857 607

ADDRESS: 30 COCHRANE AVENUE  
CAMBERWELL VIC 3124

REFERENCE TO TITLE: VOLUME . FOLIO

DESCRIPTION OF PARCEL: LOT 47 on RP 230748

COUNTY: WARD

PARISH: NERANG

CITY:

PORTION: 5A

NAME OF BODY CORPORATE: THE PROPRIETORS "BARNETT BUSINESS PARK"  
BUILDING UNITS PLAN NO.

ADDRESS at which documents may be served: 30 COCHRANE AVENUE  
CAMBERWELL VIC 3124

BUILDING UNITS PLAN No.: 109.93

REGISTERED:

REGISTRAR OF TITLES

*[Signature]*

SIXXX  
Clerk  
Pinner

COUNCIL OF THE CITY OF GOLD COAST

Surveyor's Reference: 93/287

Local Authority Reference: 5716

3 Barnett Place  
Ernest  
Ernest

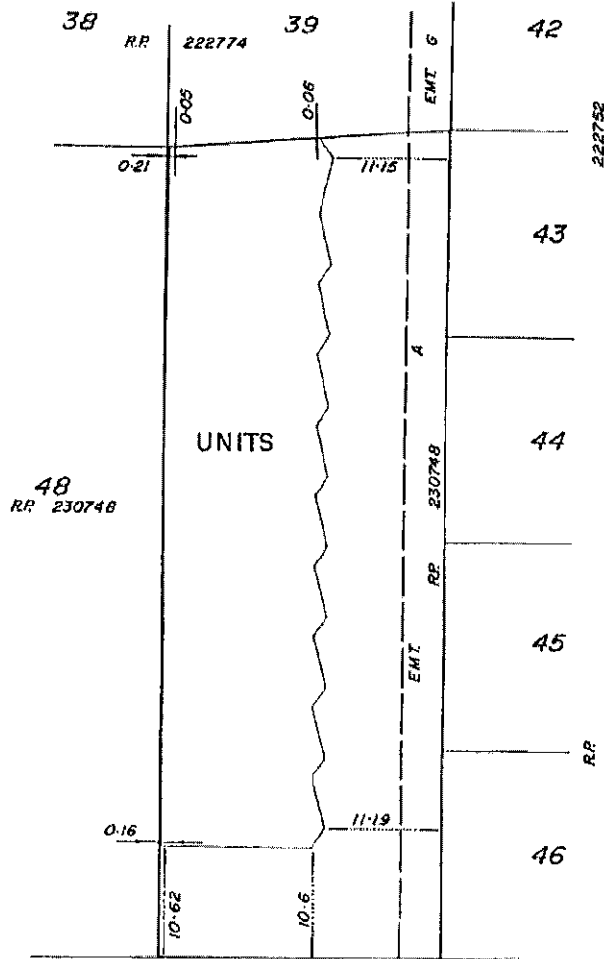
4214

Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Building: "BARNETT BUSINESS PARK"

Regulation B(1)  
Sheet No. 2 of 7 Sheets

**BUILDING UNITS PLAN NO.**



BARNETT PLACE

SCALE: 1 : 500

Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 2)

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)  
Sheet No. 3 of 7 Sheets

**BUILDING UNITS PLAN NO.**

I, JOHN PETER MARENDY, of 6 BAY STREET, SOUTHPORT

licensed surveyor registered under the Surveyors Act 1977 hereby certify that:—

- (a) The building shown on the ~~building units plan~~ ~~building units plan of subdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan ~~subject to paragraph (b) of this certificate;~~
- (b) ~~(i) Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and~~  
~~(ii) Where that projection is over a road the local authority has consented thereto pursuant to the ordinances or by law as the case may be;~~  
and
- (c) I have physically inspected the building shown on the building units plan to which this certificate is annexed and—
  - (i) It conforms to the building units plan as submitted; and
  - (ii) the numbering of the lots agrees with the numbering on the building units plan; and
  - (iii) the areas designated as parts of lots (including garages) have been suitably identified and structurally divided; and
  - (iv) all lots in the building are physically connected to each other in an approved manner.

DATED this 2nd day of July 19 93

*J. P. Marendy*  
LICENSED SURVEYOR

\*Delete whichever is inapplicable

*[Signature]*  
SHERRIN Clerk  
Town  
COUNCIL OF THE CITY OF GOLD COAST

Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 3)

Name of Building: "BARNETT BUSINESS PARK"

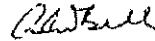
Regulation 8(1)  
Sheet No. 4 of 7 Sheets

**BUILDING UNITS PLAN NO.**

CERTIFICATE OF LOCAL AUTHORITY

Council of the City of Gold Coast hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Council of the City of Gold Coast and that all the requirements of The Local Government Act 1936 to ~~40-90~~ <sup>as amended</sup> as modified by the Building Units and Group Titles Act 1980-1990 <sup>as amended</sup> have been complied with in regard to the subdivision.

DATED this 2ND day of AUGUST, 19 93



Mayor



Town Clerk

Council of the City of Gold Coast

Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 8)


Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)  
Sheet No. 5 of 7 Sheets

**BUILDING UNITS PLAN NO.**

I, **BARRY EDWARD KILMISTER**, of **SOUTHPORT**  
~~an architect within the meaning of the Architects Act 1985.~~  
~~a building surveyor appointed by the Council of the City of Gold Coast~~  
~~a building inspector appointed by the Council~~  
hereby certify that the building shown on the ~~building units plan/building units plan of subdivision~~  
to which this certificate is annexed has been substantially completed in accordance with plans  
and specifications approved by ~~the Council~~  
a designated officer of the Council of the City of Gold Coast

DATED this **2ND** day of **AUGUST**, 19 **93**

  
~~Architect/Building surveyor/Building inspector.~~

\* Delete whichever is inapplicable  
† Insert name of local authority

  
Clerk  
Town  
COUNCIL OF THE CITY OF GOLD COAST

Building Units and Group Titles Act 1980 — 1990  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 8)

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)  
 Sheet No. 6 of 7 Sheets

**BUILDING UNITS PLAN NO.**

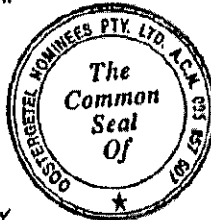
SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO  
 CURRENT CERTIFICATE OF TITLE

Lot No.	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A	1							
2	A	1							
3	A	1							
4	A	1							
5	A	1							
6	A	1							
7	A	1							
8	A	1							
9	A	1							
10	A	1							
AGGREGATE		10			AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR:

*J. Collier* DIRECTOR

*[Signature]* SECRETARY



*[Signature]* XXXXX Clerk  
 H. Town

COUNCIL OF THE CITY OF GOLD COAST

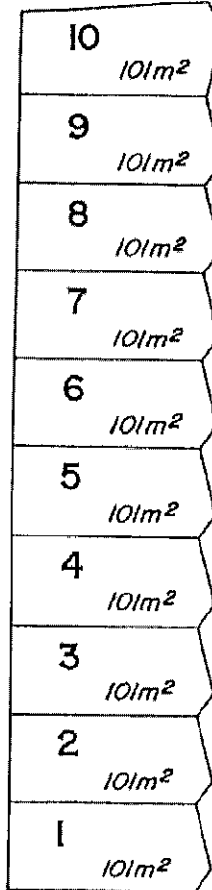
Building Units and Group Titles Act 1980 — 1990  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1990  
(Form 9)

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)  
Sheet No. 7 of 7 Sheets

**BUILDING UNITS PLAN NO.**

LEVEL A



Scale: 1 : 400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

*J. Douglas*  
DIRECTOR

*[Signature]*  
SECRETARY



*[Signature]*  
Shirley Clerk  
Town  
COUNCIL OF THE CITY OF GOLD COAST

## Body Corporate and Community Management Act 1997

## Schedule 4

**Schedule 4 By-laws**

## section 168

**1 Noise**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

**2 Vehicles**

- (1) The occupier of a lot must not—
  - (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
  - (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
  - (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.
- (2) An approval under subsection (1)(b) must state the period for which it is given.
- (3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.
- (4) In this section—

*regulated parking area* means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3 Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

## Body Corporate and Community Management Act 1997

## Schedule 4

**4 Damage to lawns etc.**

- (1) The occupier of a lot must not, without the body corporate's written approval—
  - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5 Damage to common property**

- (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**6 Behaviour of invitees**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

**7 Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

## Body Corporate and Community Management Act 1997

## Schedule 4

**8 Appearance of lot**

- (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval--
  - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.
- (4) This section does not apply to a lot created under a standard format plan of subdivision.

*Note--*

Under the *Building Act 1975*, sections 246R and 246S, a body corporate can not withhold consent for particular activities stated in the sections that might change the external appearance of a lot.

**9 Storage of flammable materials**

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3) However, this section does not apply to the storage of fuel in---

## Body Corporate and Community Management Act 1997

## Schedule 4

- (a) the fuel tank of a vehicle, boat, or internal-combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage disposal**

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must—
  - (a) comply with all of the following laws about the disposal of garbage—
    - (i) if the lot is in a priority development area—PDA by-laws, and any local laws that apply;
    - (ii) if the lot is not in a priority development area—local laws; and
  - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

- (1) The occupier of a lot must not, without the body corporate's written approval—
  - (a) bring or keep an animal on the lot or the common property; or
  - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

Body Corporate and Community Management Act 1997

Schedule 4

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*Note--*

See section 181 in relation to the right of the owner or occupier of a lot to keep a guide, hearing or assistance dog on the lot.



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b>	<b>18601167</b>	<b>Search Date:</b>	22/04/2026 09:11
<b>Date Title Created:</b>	10/09/1993	<b>Request No:</b>	55860661
<b>Previous Title:</b>	17482218		

### ESTATE AND LAND

Estate in Fee Simple

LOT 6 BUILDING UNIT PLAN 13072

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 2572

### REGISTERED OWNER

Dealing No: 711076533 10/10/2007

RICHARD EDMUND HURST

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11975164 (POR 5A)

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

\*\* End of Current Title Search \*\*

# M.C.S

MASON · COUSINS · STORRIE

BODY CORPORATE SERVICES

M.C.S Body Corporate Services Pty Ltd **ABN 29 656 722 888**

**admin@mcsbcs.com.au | (07) 5600 1839**

25C/207 Currumburra Road

Ashmore QLD 4214

P O Box 9279 GCMC

Bundall QLD 9726

23 April 2026

BARNETT BUSINESS PARK CTS 2572

Not registered for GST

North Shore Commercial GC Pty

PO BOX 490

MIAMI QLD 4220

Ref

Re Lot 6 BARNETT BUSINESS PARK CTS 2572

Fee 84.10 Paid

Please find attached Information Certificate as per Section 205(4) of the Body Corporate and Community Management Act 1997.

Prior to settlement, please contact our office to confirm the correct balance due and payable.

MCS will not be held liable after settlement for any monies outstanding.

Both the current owner and any incoming owner are responsible if all claimed body corporate debts are not paid to the Body Corporate on settlement and the Body Corporate shall have a right to sue in the Courts both the current owner and the incoming owner to recover those unpaid body corporate debts.

**PLEASE ENSURE THAT THE REQUIRED FORM 8 (CHANGE OF OWNERSHIP) IS FORWARDED TO OUR OFFICE ON SETTLEMENT.**

After settlement and Administration Fee is applicable of \$70.00 and is payable by the Purchaser for the updating of personal details on the Body Corporate roll.

On receipt of the Form 8 a Tax Invoice will be forwarded to the new owner.

Please feel free to contact the undersigned with any questions or queries you may have regarding the matter.

Yours faithfully

For and on behalf of the body corporate

Alison Mason

Body Corporate Manager

# BCCM

# Form 33

Department of Justice

## Body corporate certificate

*Body Corporate and Community Management Act 1997, section 205(4)*

*This form is effective from 1 August 2025*

*For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).*

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

### The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

## The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying [www.qld.gov.au/searchofadjudicatorsorders](http://www.qld.gov.au/searchofadjudicatorsorders).

### The information in this certificate is issued on 23/04/2026

#### Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

#### How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

## Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

#### Name and number of the community titles scheme

**BARNETT BUSINESS PARK**

CTS No. **2572**

#### Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

#### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Alison Mason**

Company: **MCS Body Corporate Services**

Phone: **07 5600 1839**

Email: **admin@mcsbcs.com.au**

#### Accessing records

#### Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

## Property and community titles scheme details

### Lot and plan details

Lot number: **6**

Plan type and number: **13072**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

### Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Commercial**

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

### Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

**Is the scheme part of a layered arrangement of community titles schemes?**

**No**

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

### Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

**Does a building management statement apply to the community titles scheme?**

If yes, you can obtain a copy of the statement from Titles Queensland: [www.titlesqld.com.au](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

### What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

### General by-laws

**A consolidated set of the by-laws for the scheme is given with this certificate.**

### Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

**Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?**

**Yes**

**If yes, the exclusive use by-laws or other allocations of common property for the schemes are:**

**listed in the community management statement & given with this certificate**

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

### Contribution schedule

Contribution schedule lot entitlement for the lot: **1**  
Total contribution schedule lot entitlements for all lots: **10**

### Interest schedule

Interest schedule lot entitlement for the lot: **1**  
Total interest schedule lot entitlements for all lots: **10**

### Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

### Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

**WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.**

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

### Body corporate debts

**If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot **6** for the current financial year: \$ **2,400.00**

Number of instalments: **2** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **1.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 28/02/26	01/09/25	1,150.00	1,150.00	30/10/25
01/03/26 to 31/08/26	01/03/26	1,250.00	1,250.00	27/02/26
01/09/26****28/02/27	01/09/26	1,175.00	1,175.00	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Sinking fund contributions**

Total amount of contributions (before any discount) for lot **6** for the current financial year: \$ **1,000.00**

Number of instalments: **2** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **1.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 28/02/26	01/09/25	500.00	500.00	30/10/25
01/03/26 to 31/08/26	01/03/26	500.00	500.00	27/02/26
01/09/26****28/02/27	01/09/26	500.00	500.00	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Special contributions - Administrative Fund (IF ANY)**

Date determined: **30/10/25** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **1.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Special contributions - Sinking Fund (IF ANY)**

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **1.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **Nil**

**Other amounts payable by the lot owner**

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

No other amounts payable for the lot.

**Summary of amounts due but not paid by the current owner**

At the date of this certificate

Annual contributions	<b>Nil</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
Total amount overdue <span style="float: right; font-size: small;">(Total Amount Unpaid including not yet due \$0.00)</span>	<b>Nil</b>

(An amount in brackets indicates a credit or a payment made before the due date)

**Common property and assets**

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Sinking fund forecast and balance - maintenance and replacement of common property / assets**

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

**Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?**

**Yes - you can obtain a copy from the body corporate records**

**Current sinking fund balance (as at date of certificate): \$ 25,224.52**

**Improvements to common property the lot owner is responsible for**

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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**Body corporate assets**

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

**Insurance**

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner’s lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

**Body corporate insurance policies**

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU Underwriting Agencies	CS0006090837	2,754,644.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified \$1500 impact damage
COMMON CONTENTS CHU Underwriting Agencies	CS0006090837	Included	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
OFFICE BEARERS CHU Underwriting Agencies	CS0006090837	5,000,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
FIDELITY GUARANTEE CHU Underwriting Agencies	CS0006090837	100,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
PUBLIC LIABILITY CHU Underwriting Agencies	CS0006090837	30,000,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
RENT LOSS/TEMP ACCOM CHU Underwriting Agencies	CS0006090837	413,197.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
AUDIT EXPENSES CHU Underwriting Agencies	CS0006090837	50,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified

## Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
LEGAL EXPENSES CHU Underwriting Agencies	CS0006090837	50,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
WORKPL/HEALTH/SAFETY CHU Underwriting Agencies	CS0006090837	100,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
OWNERS IMPROVEMENTS CHU Underwriting Agencies	CS0006090837	250,000.00	12,371.44	01/09/26	\$1000 excess each and every claim unless specified
VOLUNTARY WORKERS CHU Underwriting Agencies	CS0006090837	200,000.00	13,424.74	01/09/26	\$1000 excess each and every claim unless specified

## Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Does the body corporate currently hold alternative insurance approved under an alternative insurance order?**

No

## Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

### Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

**Has the body corporate engaged a caretaking services contractor for the scheme?**

**No**

**Has the body corporate authorised a letting agent for the scheme?**

**No**

### Embedded network electricity supply

**Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?**

**No**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Body corporate authority

This certificate is signed and given under the authority of the body corporate.

**Name/s** MCS Body Corporate Services

**Positions/s held** Body Corporate Manager

**Date** 23/04/2026

**Signature/s** \_\_\_\_\_

*Alison Mason*

### Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details



MASON · COUSINS · STORRIE

BODY CORPORATE SERVICES

M.C.S Body Corporate Services Pty Ltd **ABN 29 656 722 888**

**admin@mcsbcs.com.au | (07) 5600 1839**

25C/207 Currumburra Road

Ashmore QLD 4214

P O Box 9279 GCMC

Bundall QLD 9726

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## BARNETT BUSINESS PARK CTS 2572

3 Barnett Place Molendinar Qld 4214

### BALANCE SHEET

AS AT 23 APRIL 2026

ACTUAL

23/04/2026

#### BODY CORPORATE FUNDS

Administrative Fund

27,053.54

Sinking Fund

25,224.52

#### TOTAL

\$ 52,278.06

#### THESE FUNDS ARE REPRESENTED BY

#### ASSETS

Cash At Bank

39,803.12

Prepaid Expenses-Admin

12,371.44

Arrears Collection

103.50

#### TOTAL ASSETS

**52,278.06**

#### LIABILITIES

#### TOTAL LIABILITIES

**0.00**

#### NET ASSETS

\$ 52,278.06



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## BARNETT BUSINESS PARK CTS 2572

3 Barnett Place Molendinar Qld 4214

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 23 APRIL 2026

	ACTUAL	BUDGET	%
	01/09/25-23/04/26	01/09/25-31/08/26	
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies Billed	24,000.00	23,500.00	102.13
<b><u>TOTAL INCOME</u></b>	<b>24,000.00</b>	<b>23,500.00</b>	
<b><u>EXPENDITURE</u></b>			
Audit Preparation Fees	0.00	165.00	0.00
Auditors--Audit Services	0.00	473.00	0.00
Bank Charges--With Gst	40.92	80.00	51.15
Electrical Inspection	220.00	185.00	118.92
Building & General	0.00	200.00	0.00
Electrical	0.00	200.00	0.00
Fire Protection	0.00	600.00	0.00
Grounds-Lawns	572.00	200.00	286.00
Insurance-Premiums	0.00	15,000.00	0.00
Management Fees--Standard	1,184.84	1,803.50	65.70
Management Fees - Additional	1,074.43	2,000.00	53.72
Management Fees - Disbursement	662.08	1,007.80	65.70
Plumbing & Drainage	0.00	300.00	0.00
Tax Return Preparation	275.00	275.00	100.00
Utility-Community Power	321.52	700.00	45.93
Workplace Health & Safety Rep	317.00	0.00	*****
Stratamax Program Licence	131.25	198.00	66.29
<b><u>TOTAL EXPENDITURE</u></b>	<b>4,799.04</b>	<b>23,387.30</b>	
<b><u>SURPLUS/(DEFICIT)</u></b>	<b>\$ 19,200.96</b>	<b>\$ 112.70</b>	
Opening Balance	7,852.58	7,852.58	100.00
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 27,053.54</b>	<b>\$ 7,965.28</b>	



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Bundall QLD 9726

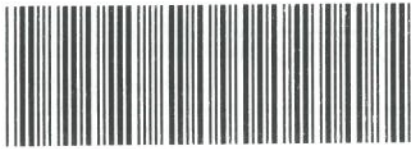
## BARNETT BUSINESS PARK CTS 2572

3 Barnett Place Molendinar Qld 4214

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 23 APRIL 2026

	ACTUAL	BUDGET	%
	01/09/25-23/04/26	01/09/25-31/08/26	
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies Billed	10,000.00	10,000.00	100.00
<b><u>TOTAL INCOME</u></b>	<b>10,000.00</b>	<b>10,000.00</b>	
<b><u>EXPENDITURE</u></b>			
Building General	0.00	2,000.00	0.00
Electrical Repairs	635.25	0.00	*****
Fire Equipment	1,034.00	500.00	206.80
Garage Doors	0.00	1,000.00	0.00
Grounds - Clean Up	583.00	0.00	*****
Gate Repair/Maint	404.50	500.00	80.90
Wphs Repairs	0.00	500.00	0.00
<b><u>TOTAL EXPENDITURE</u></b>	<b>2,656.75</b>	<b>4,500.00</b>	
<b><u>SURPLUS/(DEFICIT)</u></b>	<b>\$ 7,343.25</b>	<b>\$ 5,500.00</b>	
Opening Balance	17,881.27	17,881.27	100.00
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 25,224.52</b>	<b>\$ 23,381.27</b>	



723024286

\$109.31

23/01/2024 06:38

BE 470

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD A NEW COMMUNITY MANAGEMENT STATEMENT FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572	MCS BODY CORPORATE SERVICES PO BOX 9729 GCMC QLD 9726	BBP

2. Lot on Plan Description	Title Reference
COMMON PROPERTY OF BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572	19213072
COUNTY: WARD PARISH: NERANG	

3. Registered Proprietor/State Lessee  
THE BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572

4. Interest  
Fee simple

5. Applicant  
THE BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572

6. Request

I hereby request that: The CMS deposited herein to amend:

- The new By-Laws be recorded as the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.
- The amendment of the module of the scheme from "Standard" to "Commercial" as recorded on the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.

7. Execution by applicant

BC BARNETT BUSINESS PARK CTS 2572



*Jennifer Bland*  
Jennifer Bland  
Committee Member

17/1/2024  
Execution Date

*Shawn Beckwith*  
Applicant's or Solicitor's Signature

Shawn Beckwith  
(Chairman)

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

THIS CMS MUST BE DEPOSITED WITH:

**This statement incorporates and must include the following:**

**2572**



- 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**

Body Corporate for Barnett Business Park Community  
Titles Scheme 2572

**2. Regulation module**

Commerical

**3. Name of body corporate**

Body Corporate for Barnett Business Park Community Titles Scheme 2572

**4. Scheme land**

Lot on Plan Description

Refer schedule attached

Title Reference

Refer schedule attached

**5. #Name and address of original owner**

Not applicable

**6. Reference to plan lodged with this statement**

Not applicable

# first community management statement only

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

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

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

**8. Execution by original owner/Consent of body corporate**



*Jennifer Bland*  
Jennifer Bland - Committee Member  
17 / 1 / 2024  
Execution Date

*Sharon Beckwith - Chairman*

.....  
**\*Execution**

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

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

**ANNEXURE "A"**

**4. Scheme Land**

<u>Description of Lot</u>	<u>County</u>	<u>Parish</u>	<u>Title Reference</u>
Common Property of Barnett Business Park CTS 2572	Ward	Nerang	19213072
Lot 1 on BUP 13072	Ward	Nerang	18601162
Lot 2 on BUP 13072	Ward	Nerang	18601163
Lot 3 on BUP 13072	Ward	Nerang	18601164
Lot 4 on BUP 13072	Ward	Nerang	18601165
Lot 5 on BUP 13072	Ward	Nerang	18601166
Lot 6 on BUP 13072	Ward	Nerang	18601167
Lot 7 on BUP 13072	Ward	Nerang	18601168
Lot 8 on BUP 13072	Ward	Nerang	18601169
Lot 9 on BUP 13072	Ward	Nerang	18601170
Lot 10 on BUP 13072	Ward	Nerang	18601171

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 1 on BUP 13072	1	1
Lot 2 on BUP 13072	1	1
Lot 3 on BUP 13072	1	1
Lot 4 on BUP 13072	1	1
Lot 5 on BUP 13072	1	1
Lot 6 on BUP 13072	1	1
Lot 7 on BUP 13072	1	1
Lot 8 on BUP 13072	1	1
Lot 9 on BUP 13072	1	1
Lot 10 on BUP 13072	1	1
<b>TOTAL</b>	<b>10</b>	<b>10</b>

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

Not applicable.

**SCHEDULE C BY-LAWS**

The following by-laws are to apply to the scheme:

**1. NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the Common Property.

**2. VEHICLES**

(1) The Occupier of a lot must not –

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under *subsection (1)(b)* must state the period for which it is given.

(3) The Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section –

*“regulated parking area”* means an area of the scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3. OBSTRUCTION**

The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.

**4. DAMAGE TO LAWNS ETC.**

(1) The occupier of a lot must not, without the Body Corporate’s written approval -

- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

(2) An approval under *subsection (1)* must state the period for which it is given.

(3) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

**5. DAMAGE TO COMMON PROPERTY**

- (1) An occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under *subsection (2)* in good order and repair.

**6. BEHAVIOUR OF INVITEES**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the Common Property.

**7. LEAVING RUBBISH ON THE COMMON PROPERTY**

The occupier of a lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the common property by someone else.

- (a) in keeping with the "WORKPLACE HEALTH AND SAFETY ACT" any material left on the common property can be removed without notice.
- (b) the material may be dumped, impounded, sold etc and any cost to the Body Corporate will be recovered from the unit owner.

**8. APPEARANCE OF LOT**

- (1) The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the Body Corporate's written approval –
  - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the Common Property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the Common Property, or from outside the scheme land.
- (3) *Subsection (2) (b)* does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9. STORAGE OF FLAMMABLE MATERIALS**

- (1) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (2) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purpose.
- (3) However, this section does not apply to the storage of fuel in-
  - (a) the fuel tank of a vehicle, boat, or internal-combustion engine; or
  - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10. GARBAGE DISPOSAL**

- (1) Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- (2) the occupier of a lot must –
  - (a) Comply with all the following laws about the disposal of garbage –
    - (i) if the lot is in a priority development area – PDA by-laws, and any local laws that apply;
    - (ii) if the lot is not in a priority development area – local laws; and
  - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11. KEEPING OF ANIMALS**

- (1) The occupier of a lot must not, without the Body Corporate's written approval -
  - (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit an invitee to bring or keep an animal on the lot or the Common Property;
- (2) The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the Common Property.

**12. SIGNAGE**

The Occupier of a lot must maintain a uniform standard of presentation of all signage which shall be controlled by the Body Corporate and no occupier shall place any signage of any nature on the lot without having first obtained the prior approval of the Committee of the Body Corporate.

The owner/lessee will be responsible for removing signage upon vacating/selling or if the building requires repair or repainting, the removal and replacement of such signage.

**13. TOWING**

13.1 An Owner or Occupier must not, without the Body Corporate's written approval, park or stand, allow, or permit an invitee to park or stand, any vehicle on the Common Property, except for;

- (a) The designated Owner and Occupier parking allocated on title or by way of grant of exclusive use right; and
- (b) The designated visitor parking which is for genuine visitors only and which must remain available at all times for the sole use of genuine visitors' vehicles.

13.2 Any vehicle parked on the Scheme Land in contravention of Sub-Section (1) may be towed away provided the Body Corporate;

- (a) Gives a notice ("first notice") to the person in charge of the vehicle, or if that person cannot be identified, places a notice on the vehicle, stating that if the vehicle is not removed within twelve (12) hours after the first notice is given, the vehicle may be towed away at the expense of the person in charge of the vehicle; and
- (b) If the vehicle has not been removed after twelve (12) hours, gives a notice ("second notice") stating that the vehicle may be towed away at any time without further notice; and
- (c) After the second notice has been given, the Body Corporate decides to initiate the towing of the vehicle.

13.3 Any vehicle parked or standing on the common property in a manner that;

- (a) Materially impedes ingress and egress to a lot or of vehicles (including emergency vehicles) at the Scheme;
- (b) Blocks access to critical infrastructure such as water, electricity or fire safety plant and equipment which may have to be accessed or repaired urgently (including blocking egress for fire escapes); or
- (c) Denies access to other vehicles delivering goods or services;

may be towed from the Common Property on behalf of the Body Corporate immediately and without notice if, after making a reasonable attempt to locate the driver of the vehicle to request the vehicle be moved, the vehicle has not been moved.

- 13.4 The Body Corporate must engage a licensed tow truck operator to remove the vehicle.
- 13.5 Provided the Body Corporate has complied with this By-Law and the Act, the Body Corporate will not be liable for any loss or damage to the towed vehicle.

**14. EXCLUSIVE USE AREAS OF COMMON PROPERTY – CARPARK SPACE**

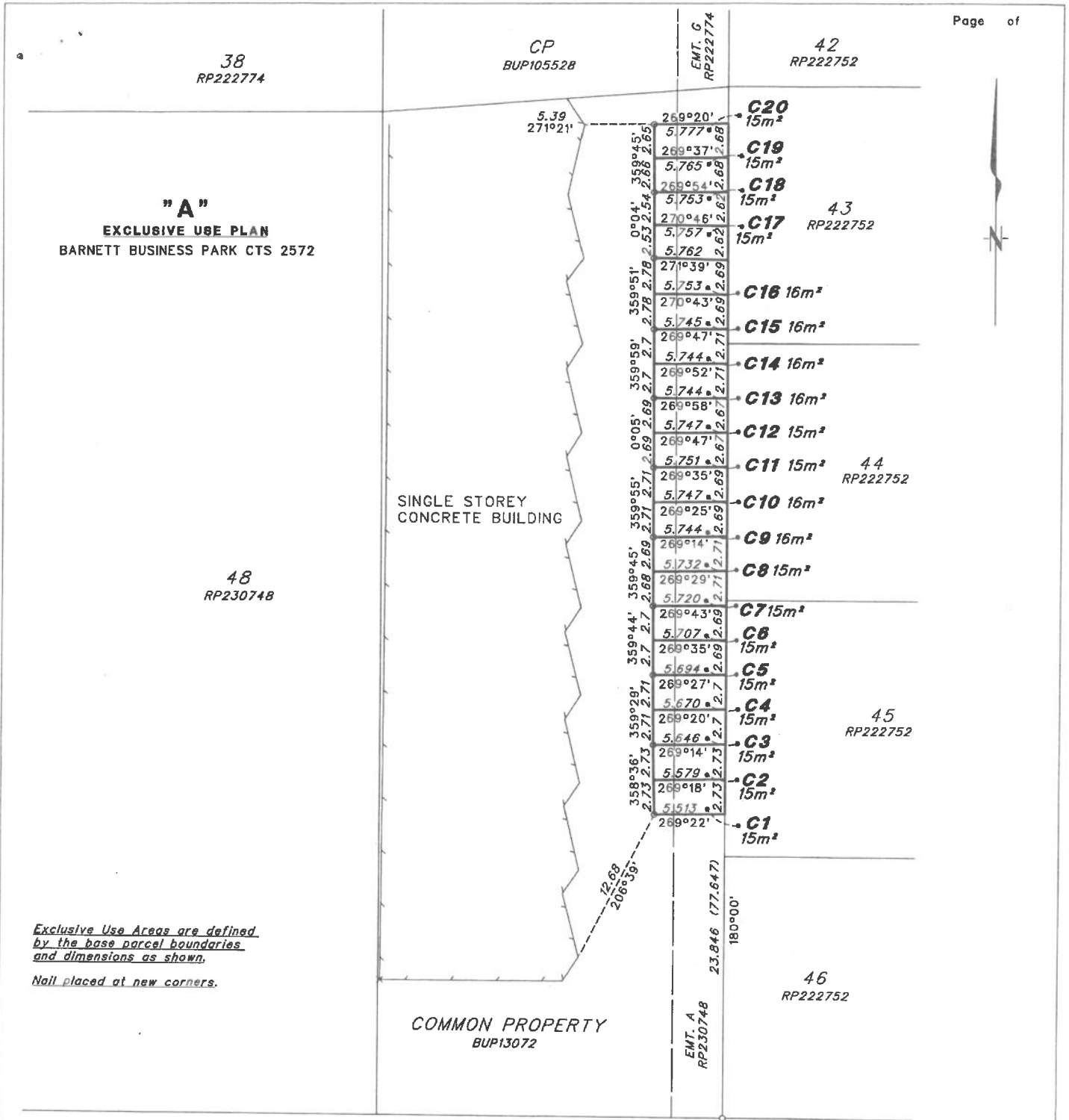
- (1) The owners of the lots identified in Schedule E of this Community Management Statement have exclusive use of the areas of Common Property as allocated in Schedule E for the purposes of carparking areas attaching to the Lots.
- (2) The owners of the relevant lots shall be responsible to clean and maintain the exclusive use areas attaching to their relevant lots, to a high standard comparable with the balance Common Property. If a lot owner does not maintain the relevant exclusive use area to a comparable high standard then the Body Corporate shall be empowered to arrange for such area to be cleaned and / or maintained to the requisite standard and any costs incurred (including enforcement costs) shall be payable by the relevant lot owner.
- (3) No items are to be stored or kept within the carparks that may result in the cancellation of insurance.

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

Nil

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

<b>Lot No. on Plan</b>	<b>Exclusive Use of the Areas on Plans listed</b>
Lot 1 on BUP 13072	Areas marked C1 and C2 on Plan "A"
Lot 2 on BUP 13072	Areas marked C3 and C4 on Plan "A"
Lot 3 on BUP 13072	Areas marked C5 and C6 on Plan "A"
Lot 4 on BUP 13072	Areas marked C7 and C8 on Plan "A"
Lot 5 on BUP 13072	Areas marked C9 and C10 on Plan "A"
Lot 6 on BUP 13072	Areas marked C11 and C12 on Plan "A"
Lot 7 on BUP 13072	Areas marked C13 and C14 on Plan "A"
Lot 8 on BUP 13072	Areas marked C15 and C16 on Plan "A"
Lot 9 on BUP 13072	Areas marked C17 and C18 on Plan "A"
Lot 10 on BUP 13072	Areas marked C19 and C20 on Plan "A"



**"A"**  
**EXCLUSIVE USE PLAN**  
 BARNETT BUSINESS PARK CTS 2572

SINGLE STOREY  
 CONCRETE BUILDING

COMMON PROPERTY  
 BUP13072

*Exclusive Use Areas are defined  
 by the base parcel boundaries  
 and dimensions as shown.  
 Nail placed at new corners.*

**BARNETT PLACE**

ANDREWS & HANSEN PTY LTD,  
 certify that the details shown  
 on this sketch plan are correct.

Authorised Delegate & Cadastral Surveyor,  
 Date: 24/11/2023



ANDREWS & HANSEN PTY LTD  
 ACN 010 742 784  
 CONSULTING SURVEYORS  
 21/39 LAWRENCE DRIVE,  
 NERANG  
 PHONE (07) 5596 2150  
 FAX (07) 5596 0657

**PLAN SHOWING EXCLUSIVE USE AREAS  
 IN COMMON PROPERTY ON BUP13072**  
 ADJOINING LEVEL A OF  
 BARNETT BUSINESS PARK  
 COMMUNITY TITLES SCHEME 2572  
 CMS 2572  
 LOCAL GOVERNMENT: GOLD COAST CITY LOCALITY: MOLENDINAR

Scale: 1 : 300 @ A3  
 Date: 24/11/2023  
 REF : 17528-2D  
 DRAWN NS

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