



Information Memorandum

6/3 Barnett Place Molendinar QLD

Eurika Musca

0410 319 299

eurika@nscgc.com.au



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 \$1,298.78 per annum
Strata Levy Admin \$2,500.00 per annum
Strata Levy Sinking Fund \$1,000.00 per annum
Year Built 1993

Rental Income:

\$21,816.35 Rent pa
\$10,115.00 Outgoings pa
Lease Expires: 31 May 2026, the tenant exercised their option to renew for a further 3 years in a new company Name at the same rent.
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 09 June 2026

Page: 1
Date: 09/06/2026
Time: 07:01 am
Property ID: BARNETT3

Lease Details			Lease Terms			Current Charges				Parking	Rent Review							
Floor - Unit	Lease Code	Tenant / Lease Name	Start	Expiry	NLA (m²)	Account	Description	Effective	(\$)	Per m²	(\$)	Monthly	(\$)	Annual	Spaces	Date	Description	Type
Units - 06 Unit 6	ENERGYBUIL	Energybuild Pty Ltd	01/06/2023	31/05/2026	101.00	1001	Commercial Rent	01/06/2025	216.00	1,818.03	21,816.35	2	01/06/2026	Market Review	0		Commercial	
			Term:	3Y		2301	Variable Outgoings	01/07/2025	100.15	842.92	10,115.00		01/06/2027	3% INC		Rent		
			Option:	1 x 3 Years		Total			316.15	2,660.95	31,931.35		01/06/2028	3% INC		Commercial		
											01/06/2029		Market Review	Rent				
Primary Contact	Name	Ben Melville ben.melville@energybuild.com.au 07 3002 1900																
Units - 07 Unit 7	Vacant				0.00		*Potential Rent		NaN	*0.00	*0.00							
					Total Net Lettable Area m²	101.00	1001	Commercial Rent		216.00	1,818.03	21,816.35	Leased Bays :		2			
					Vacant Area m² (0.00%)	0.00	2301	Variable Outgoings		100.15	842.92	10,115.00	Vacant Bays :		0			
					Common Area m²	136.00	Property Total			316.15	2,660.95	31,931.35	Total Bays :		2			



Expression of Interest



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.nrw.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 1581	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	SEE ATTACHED SCHEDULE		
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)			
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			
RICHARD EDMUND HURST			
signature			
Michael James Chaytors JP (Qual)			
full name			
92351			
qualification			
18/07/2023			
Execution Date			
Lessor's Signature			
Witnessing Officer			
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)			
9. Acceptance			
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.			
ENERGYBUILD PTY LTD ACN 613 897 028			
signature			
JOHN DOUGLAS WOODWARD			
full name			
C Dec			
qualification			
18/06/23			
Execution Date			
Director			
Director			
Lessee's Signature			
Witnessing Officer			
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)			



SCHEDULE

Title Reference 18601168

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

1. REFERENCE DATA

ITEM 1:	PARTIES:	
	Landlord:	<u>RICHARD EDMUND HURST</u>
	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:	<u>ENERGYBUILD PTY LTD ACN 613 897 028</u>
	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 ² 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 Month
	(d) Interest on arrears:	At the Stipulated Rate 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: Commencement Date of Renewal Term: Date must be exercised in writing	3 years 1 June 2026 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.

Title Reference 18601168

- (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

Title Reference 18601168

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:

Title Reference 18601168

- (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.

Title Reference 18601168

- (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;

Title Reference 18601168

- (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

Title Reference 18601168

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

Title Reference 18601168

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:

Title Reference 18601168

- (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

Title Reference 18601168

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.

Title Reference 18601168

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:

Title Reference 18601168

(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

Title Reference 18601168

- (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.

Title Reference 18601168

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:

Title Reference 18601168

- (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;

Title Reference 18601168

- (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

Title Reference 18601168

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.

Title Reference 18601168

(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

Title Reference 18601168

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

Title Reference 18601168

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

Title Reference 18601168

- (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

Title Reference 18601168

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.: 10993

REGISTERED:

REGISTRAR OF TITLES

[Signature]

XXXX
Clark
Town

Surveyor's Reference: 93/287

Local Authority Reference: 5716

COUNCIL OF THE CITY OF GOLD COAST

3 Barnett Place
Ernest
Ernest

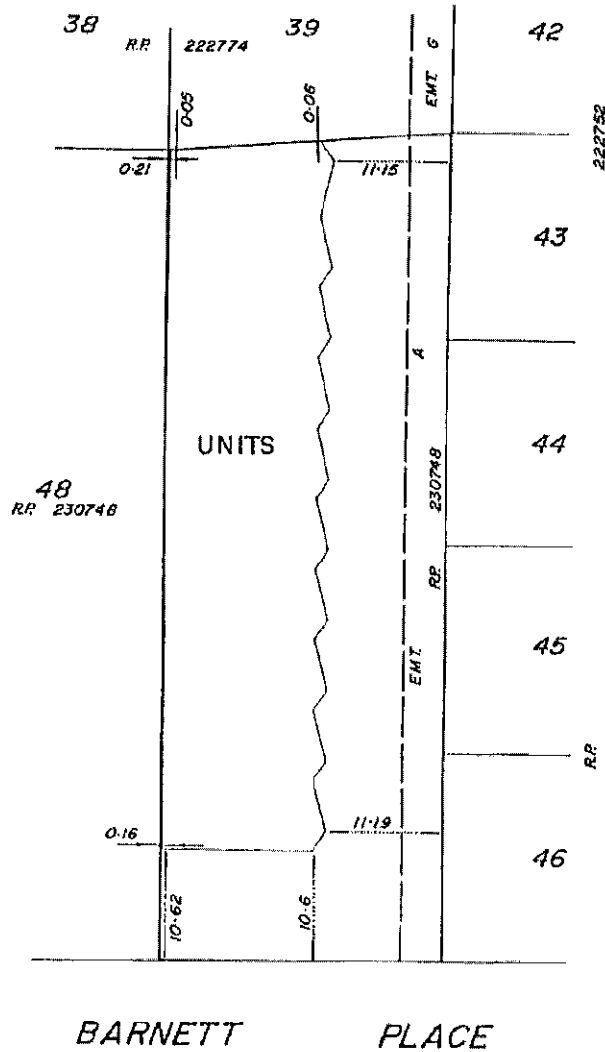
4214

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

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No. 2 of 7 Sheets

BUILDING UNITS PLAN NO.



SCALE: 1 : 500

[Signature]

~~XXXXX~~
Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

Building Units and Group Titles Act 1980 — 1980
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]

SHIRAZ
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"

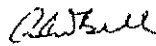
Regulation 8(1)
Sheet No. 4 of 7 Sheets

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 ~~44-90~~ ^{as amended} as modified by the Building Units and Group Titles Act 1980-1990 ^{as amended} 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)

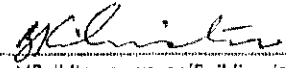
Name of Building: "BARNETT BUSINESS PARK"

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


COUNCIL OF THE CITY OF GOLD COAST

~~XXXXX~~
Town Clerk

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

Name of Building: "BARNETT BUSINESS PARK"

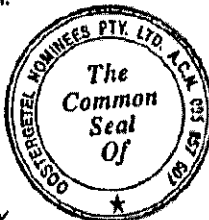
BUILDING UNITS PLAN NO.

[illegible]

SIGNATURE OF REGISTERED PROPRIETOR:

J. Collier, Jr. DIRECTOR

SECRETARY



• **YBKBKBY**

Clerk

COUNCIL OF THE CITY OF GOLD COAST

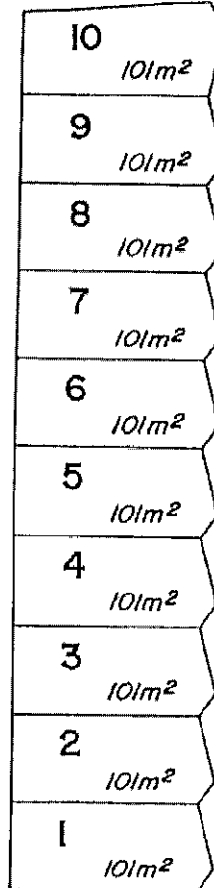
Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1990
(Form 9)

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No 7 of 7 Sheets

BUILDING UNITS PLAN NO.

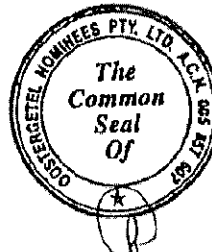
LEVEL A



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

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.



9 June 2025

Energybuild Pty Ltd
37 Gravel Pit Road
Darra QLD 4076

RE: 2025/2026 ESTIMATE OF OUTGOING COSTS

Dear Mark,

For your information and assistance, we provide an estimate of outgoing costs anticipated for the forthcoming 2025/2026 financial period.

In accordance with the attached budget your variable rent outgoing commencing 1st July 2025 will be \$10,115.00 per annum (plus GST where applicable).

A reconciliation of actual outgoing for 2024/2025 will be undertaken and forwarded to you in due course.

Yours faithfully,

A handwritten signature in dark ink, appearing to be 'E. Musca', with a stylized flourish at the end.

Eurika Musca

Director



Property: Barnett Business Park CTS 2572 (BARNETT3)
Lease: Energybuild Pty Ltd (ENERGYBUIL)
Unit: Unit 6 (06)
Area: 135.00 SQM
Year: 2025/26
Basis: Accruals Budget

Variable Outgoings

Account Name	Annual Property Budget (pa)	Tenant Portion (pa)	Tenant Portion (pcm)	Tenant Rate (per SQM)
Strata Levy Sinking Fund	1,000.00	1,000.00	83.33	7.41
Strata Levy	2,400.00	2,400.00	200.00	17.78
Council Rates	4,000.00	4,000.00	333.33	29.63
Water Rates	1,390.00	1,390.00	115.83	10.30
Management Fees	1,325.00	1,325.00	110.42	9.81
SUB TOTAL	10,115.00	10,115.00	842.92	74.93
TOTAL	10,115.00	10,115.00	842.92	74.93

Please note the above figures are exclusive of GST



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	18601167	Search Date:	22/04/2026 09:11
Date Title Created:	10/09/1993	Request No:	55860661
Previous Title:	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.

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.

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.

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

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. 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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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
----------	------------	--------------------------------	------

Amount overdueNil

Amount Unpaid including amounts billed not yet dueNil

Other amounts payable by the lot owner

PurposeFundAmountDue dateAmount

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	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(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.

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
------	-------------	------------

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.

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

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.

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



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

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
<u>TOTAL</u>	<u>\$ 52,278.06</u>

THESE FUNDS ARE REPRESENTED BY

ASSETS

Cash At Bank	39,803.12
Prepaid Expenses-Admin	12,371.44
Arrears Collection	103.50
<u>TOTAL ASSETS</u>	52,278.06

LIABILITIES

<u>TOTAL LIABILITIES</u>	0.00
---------------------------------	-------------

<u>NET ASSETS</u>	<u>\$ 52,278.06</u>
--------------------------	----------------------------

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	
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies Billed	24,000.00	23,500.00	102.13
<u>TOTAL INCOME</u>	24,000.00	23,500.00	
<u>EXPENDITURE</u>			
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
<u>TOTAL EXPENDITURE</u>	4,799.04	23,387.30	
<u>SURPLUS/(DEFICIT)</u>	\$ 19,200.96	\$ 112.70	
Opening Balance	7,852.58	7,852.58	100.00
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 27,053.54	\$ 7,965.28	



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

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	
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies Billed	10,000.00	10,000.00	100.00
<u>TOTAL INCOME</u>	10,000.00	10,000.00	
<u>EXPENDITURE</u>			
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
<u>TOTAL EXPENDITURE</u>	2,656.75	4,500.00	
<u>SURPLUS/(DEFICIT)</u>	\$ 7,343.25	\$ 5,500.00	
Opening Balance	17,881.27	17,881.27	100.00
<u>SINKING FUND BALANCE</u>	\$ 25,224.52	\$ 23,381.27	

GENERAL REQUEST

Duty Imprint



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: 1. The new By-Laws be recorded as the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572. 2. 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 17/1/2024
Jennifer Bland
Committee Member

Execution Date
Note: A Solicitor is required to print full name if signing on behalf of the Applicant
Shawn Beckwith
(Chairman)

THIS CMS MUST BE DEPOSITED WITH:

2572



This statement incorporates and must include the following:

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

1. Name of community titles scheme	2. Regulation module
Body Corporate for Barnett Business Park Community Titles Scheme 2572	Commerical

3. Name of body corporate
Body Corporate for Barnett Business Park Community Titles Scheme 2572

4. Scheme land	Title Reference
Lot on Plan Description	Refer schedule attached
Refer schedule attached	

5. #Name and address of original owner	6. Reference to plan lodged with this statement
Not applicable	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 - 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

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

Lot on Plan	Contribution	Interest
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
TOTAL	10	10

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.

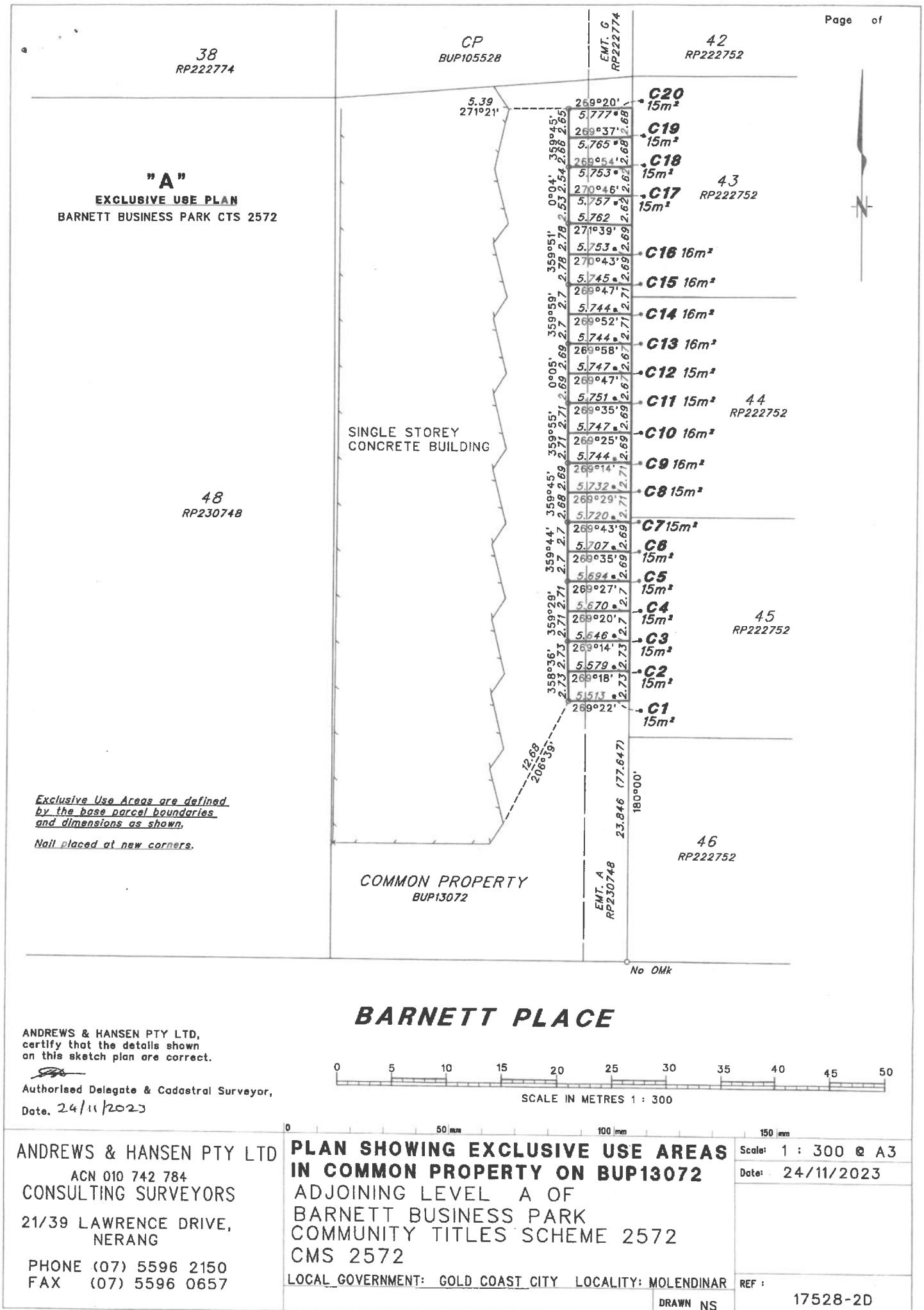
(3) No items are to be stored or kept within the carpark areas that may result in the cancellation of insurance.

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

Nil

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

Lot No. on Plan	Exclusive Use of the Areas on Plans listed
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"





Seller Disclosure Report

Vendor/s

RICHARD EDMUND HURST

Property Address

UNIT 6 3 BARNETT PL, MOLENDINAR QLD 4214

Prepared On

Friday, May 1, 2026

Report Contents

- 01** Disclosure Statement
- 02** Searches

01

Disclosure Statement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller RICHARD EDMUND HURST

Property address UNIT 6 3 BARNETT PL, MOLENDINAR QLD 4214
(referred to as the “property” in this statement)

Lot on plan description Lot 6 on BUP13072

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	☒ Yes ☐ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☒ Yes ☐ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: Refer to Commercial Tenancy Annexure » the amount of rent and bond payable: Refer to Commercial Tenancy Annexure » whether the lease has an option to renew: Refer to Commercial Tenancy Annexure Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: NA
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Please refer to the Statutory Encumbrance Maps and Summary Annexure for further and better details.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☐ Yes ☒ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Low Impact Industry Zone		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No		
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☒ No
	Pool compliance certificate is given.	☐ Yes	☒ No
	OR		
	Notice of no pool safety certificate is given.	☐ Yes	☒ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	☐ Yes	☒ No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1,931.44 excl credits Date Range: 01/01/2026 - 30/06/2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$301.59 access charges Date Range: 05/11/2025 - 13/02/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Insert estimated amount Date Range: Insert date range

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below) ☒ Yes☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below) ☐ Yes☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER



Signature of seller

RICHARD EDMUND HURST

Name of seller

01/05/2026 10:08 am

Date

Signature of seller

Name of seller

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

02

Searches



CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 55966406

Search Date: 30/04/2026 11:24

Title Reference: 18601167

Date Created: 10/09/1993

Previous Title: 17482218

REGISTERED OWNER

Dealing No: 711076533 10/10/2007

RICHARD EDMUND HURST

ESTATE AND LAND

Estate in Fee Simple

LOT 6 BUILDING UNIT PLAN 13072
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 2572

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 **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]

Requested By: D-ENQ INFOTRACK PTY LIMITED

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
annexure 1 of sheet 1
made 31 AUG 1993

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 7482, FOLIO 218.

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.

13072

ADDRESS at which documents
may be served:

30 COCHRANE AVENUE
CAMBERWELL VIC 3124

BUILDING UNITS PLAN No.:

13072

REGISTERED:

31 AUG 1993

REGISTRAR OF TITLES



CMS2572

BUP13072

Surveyor's Reference: 93/287

Local Authority Reference: 5716

COUNCIL OF THE CITY OF GOLD COAST

[Signature] Clerk
Town



12072

LEGAL AUTHORITY TO COME
AT TIME OF SEALING OF PLAN

1. CURRENT ZONING *General Industry*
(AT SEALING)

2. AREA OF BASE PARCEL *2146*
(SQUARE METRES)

3. IF BUP - DOES PLAN
CONTAIN UNITS THAT ARE
ABOVE OTHER UNITS?

YES NO

☐ ☒

This information does not
form part of the Register.

*Name checked
1/19/93*

L610361H

4104 BUP

Lodgement	143
New Titles	360
Ends on M/Cs	
Photocopies	88
Total	591

TO: *Malcolm Sinclair*
9/ P.O. Box 879
Runaway Bay

DEED C.B.A.

GOLD COAST

ANNEXURE 1 TO SHEET NO. 1

OF BUILDING UNITS PLAN NO.

13072

ON

31 AUG 1993

1467

REGISTRAR OF TITLES

Easement no K1378526 in favour of Council of the City of Gold Coast over
Easement A on RP230748 produced 22 Dec 1987 recorded 20 mar 1990 1467

REGISTRAR OF TITLES

Easement no K198374V in favour of Council of the City of Gold Coast over
Easement A on RP230748 produced 2 mar 1990 recorded 20 mar 1990 1467

REGISTRAR OF TITLES

16 MAR 1994

1467

REGISTRAR OF TITLES

NOTIFICATION OF CHANGE OF BY LAWS RECORDED

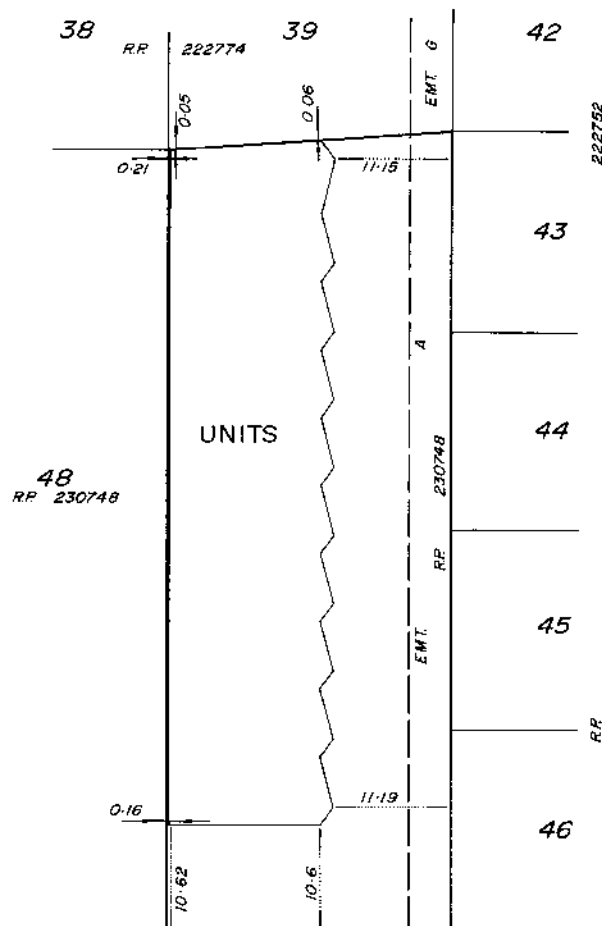
No. 1774460K

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

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No. 2 of 2 Sheets

BUILDING UNITS PLAN NO. 13072



BARNETT PLACE

SCALE: 1 : 500

[Signature]

~~XXXX~~ 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 2)

Name of Building: "BARNETT BUSINESS PARK"

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

BUILDING UNITS PLAN NO. 13072

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 subdivisions~~ 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 laws 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

Almond
LICENSED SURVEYOR

*Delete whichever is inapplicable

[Signature]
SIXX 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. 13072

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 ~~1990~~ ^{as amended} as modified by the Building Units and Group Titles Act 1980-1990 ^{as amended} 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 6)

Name of Building: "BARNETT BUSINESS PARK"

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

BUILDING UNITS PLAN NO. 13072

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

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

BUILDING UNITS PLAN NO. 13072

[illegible]

SIGNATURE OF REGISTERED PROPRIETOR:

DIRECTOR



SECRETARY

XSHX

Clark

My Town

COUNCIL OF THE CITY OF GOLD COAST

5716

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

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No 7 of 7 Sheets

BUILDING UNITS PLAN NO. 13072

LEVEL A

10	101m ²
9	101m ²
8	101m ²
7	101m ²
6	101m ²
5	101m ²
4	101m ²
3	101m ²
2	101m ²
1	101m ²



Scale: 1 : 400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



J. O. Liekefeld
DIRECTOR

[Signature]
SECRETARY

[Signature]
Shree Clerk
Town
COUNCIL OF THE CITY OF GOLD COAST

13072

ge
9/12/13

Register
12/18/13

12/18/13

Property Fact Pack

develo

u6/3 Barnett Place
Molendinar QLD 4214

YOUR DIGITAL COPY



Zoning



Flood Risk



Coastal Flood Risk



Local Plans



Overland Flow Flood Risk



Flood Planning Risk



Easements



Flood History



State Flood Planning

At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements



NO
CONSIDERATIONS
IDENTIFIED



Flood Risk



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

30th of April, 2026

ADDRESS

u6/3 BARNETT PLACE

LOT PLAN

6/BUP13072

COUNCIL

Gold Coast

ZONING

- Low Impact Industry

SCHOOL CATCHMENTS

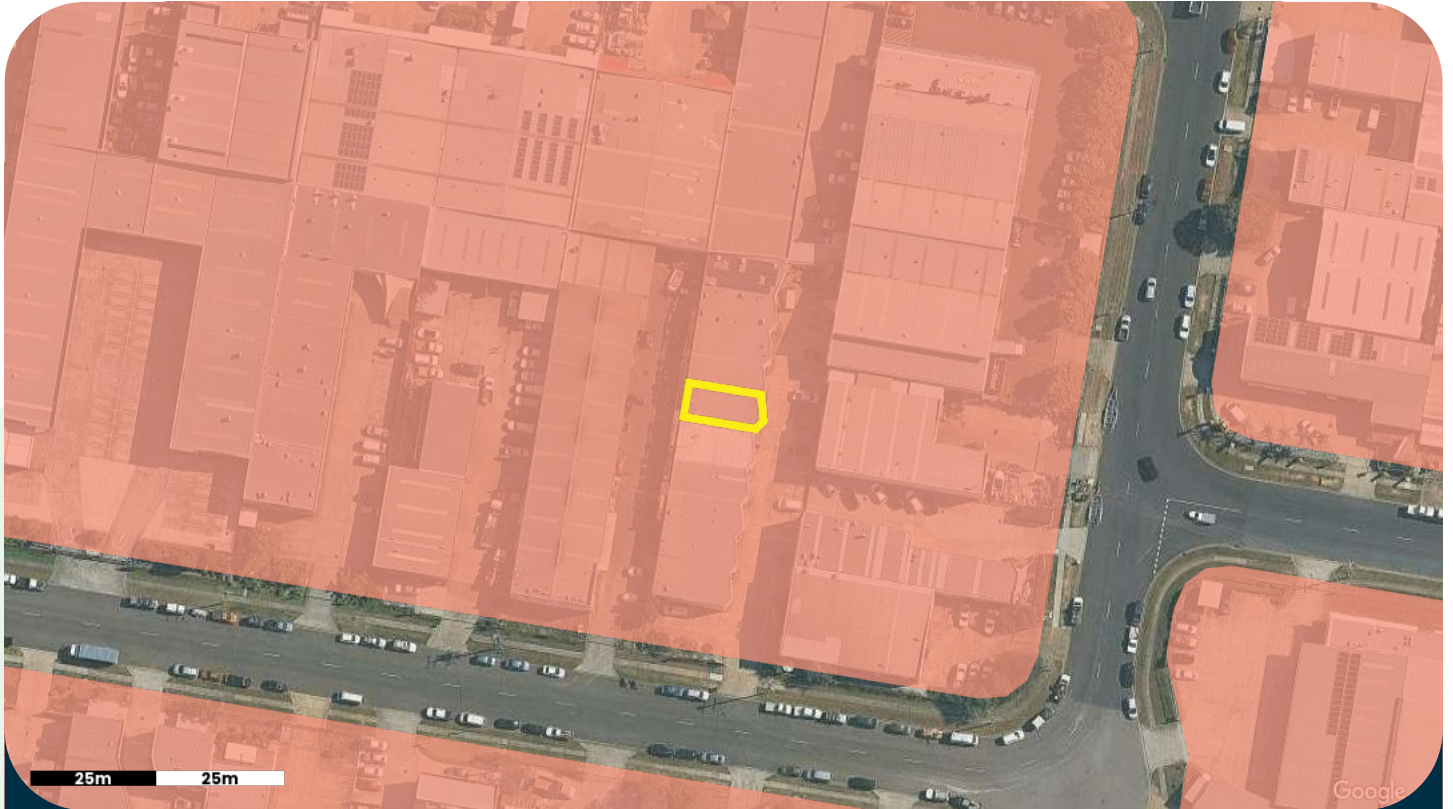
- Ashmore SS
- Keebra Park SHS

CLOSEST CITY

Gold Coast – 6km

Zoning

What zone is my property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.

Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

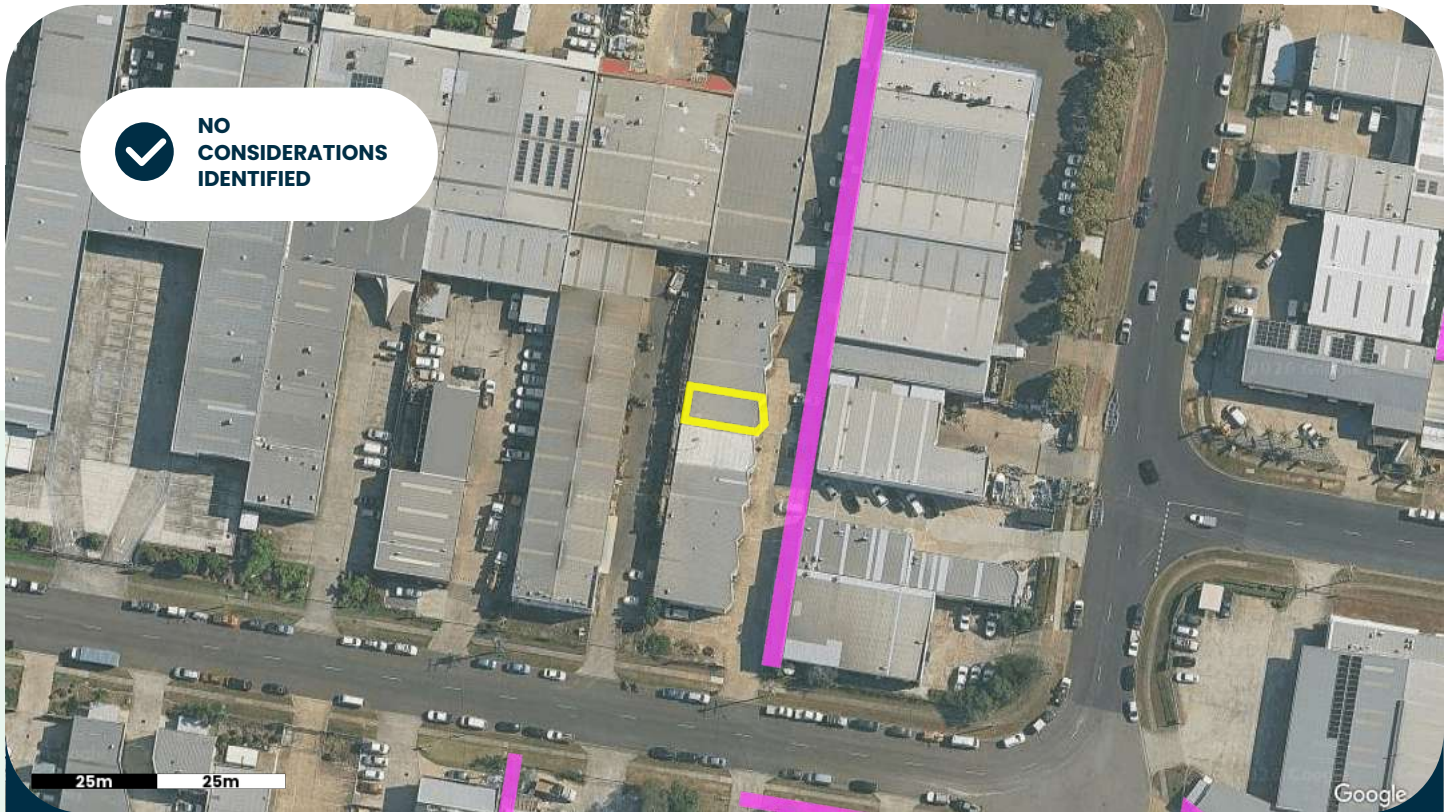
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

- Selected Property
- Low Impact Industry

Easements

What access rights exist over the property?



Sources: Queensland Government

THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.

Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

- Selected Property
- Easement Or Covenant

Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

 Selected Property

Character

Is the property in a character or heritage area?



THINGS TO KNOW

Heritage and character places are generally to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house **may** need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority, town planner or a building certifier for guidance on heritage places.

Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

- Selected Property
- Hinterland To Coast Critical Corridors

Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire risk area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

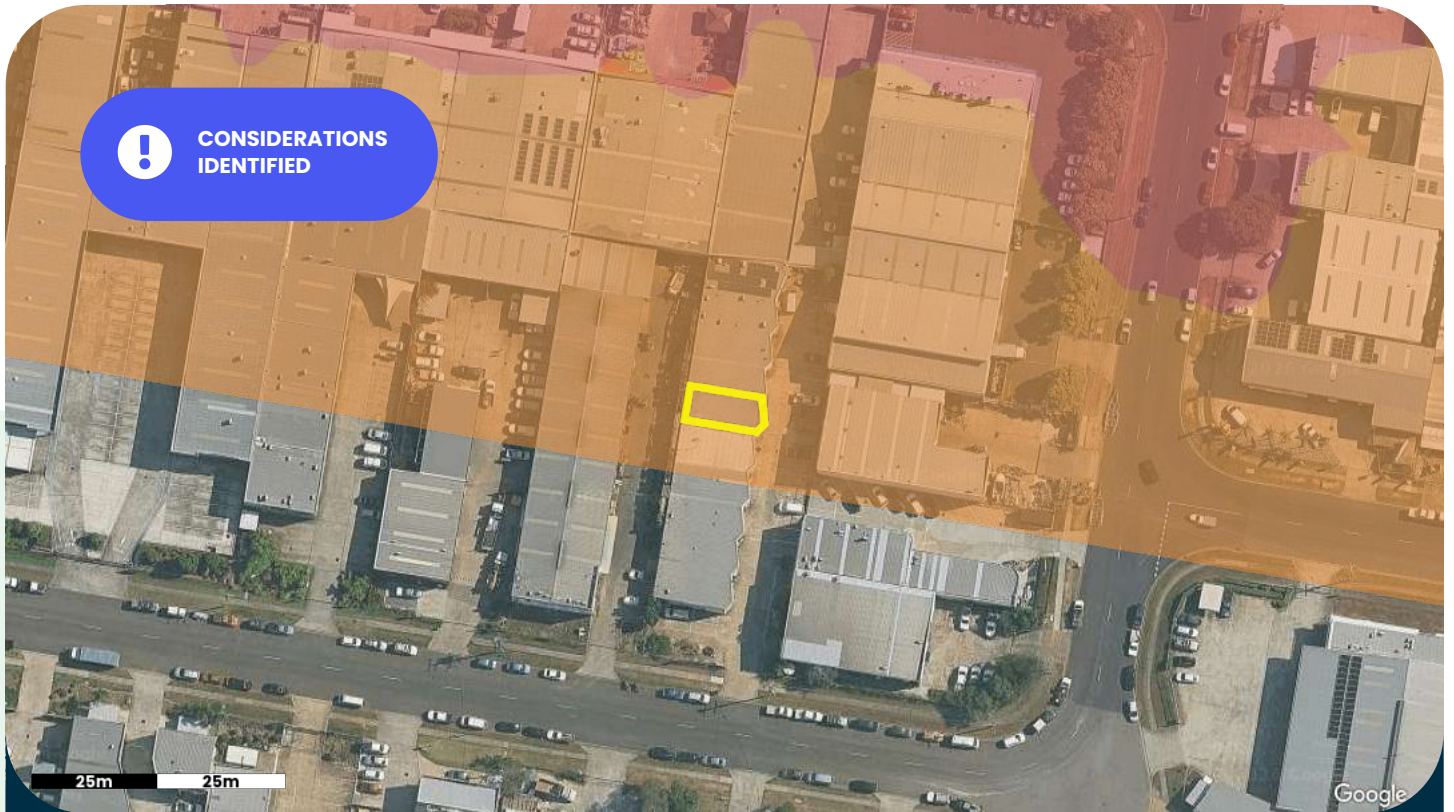
 Selected Property

Property Est. Fall: ~0m



Noise

Is the property in a potential noise area?



Sources: Department Of Transport And Main Roads

THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

- Selected Property
- Mod. To Low Noise (Road)
- Low Noise (Road)

Water

Are there any water pipes nearby?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

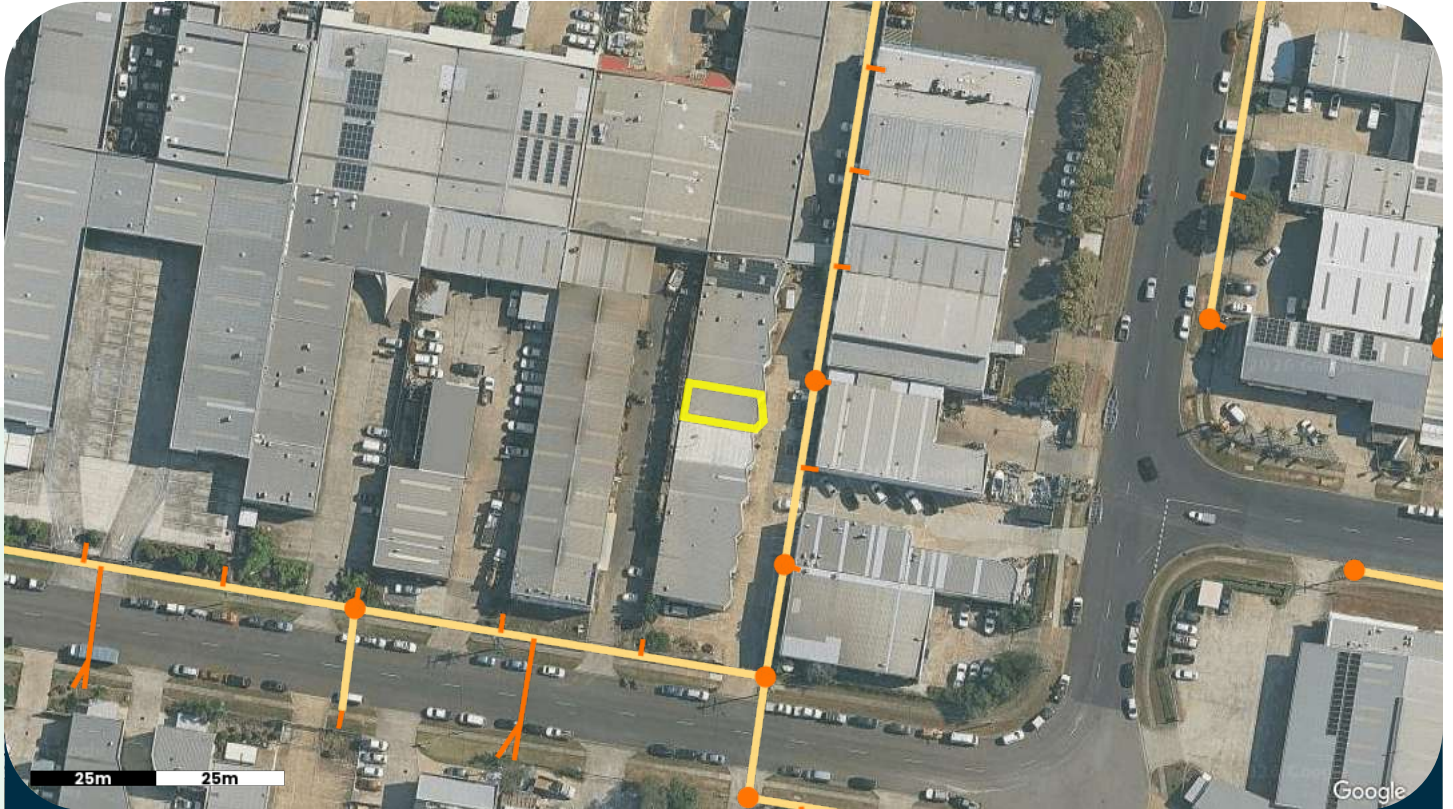
- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

- Selected Property
- Water Connection
- Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: City Of Gold Coast, City Of Gold Coast Council

THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

- Selected Property
- Maintenance Structure
- Sewer Connection
- Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

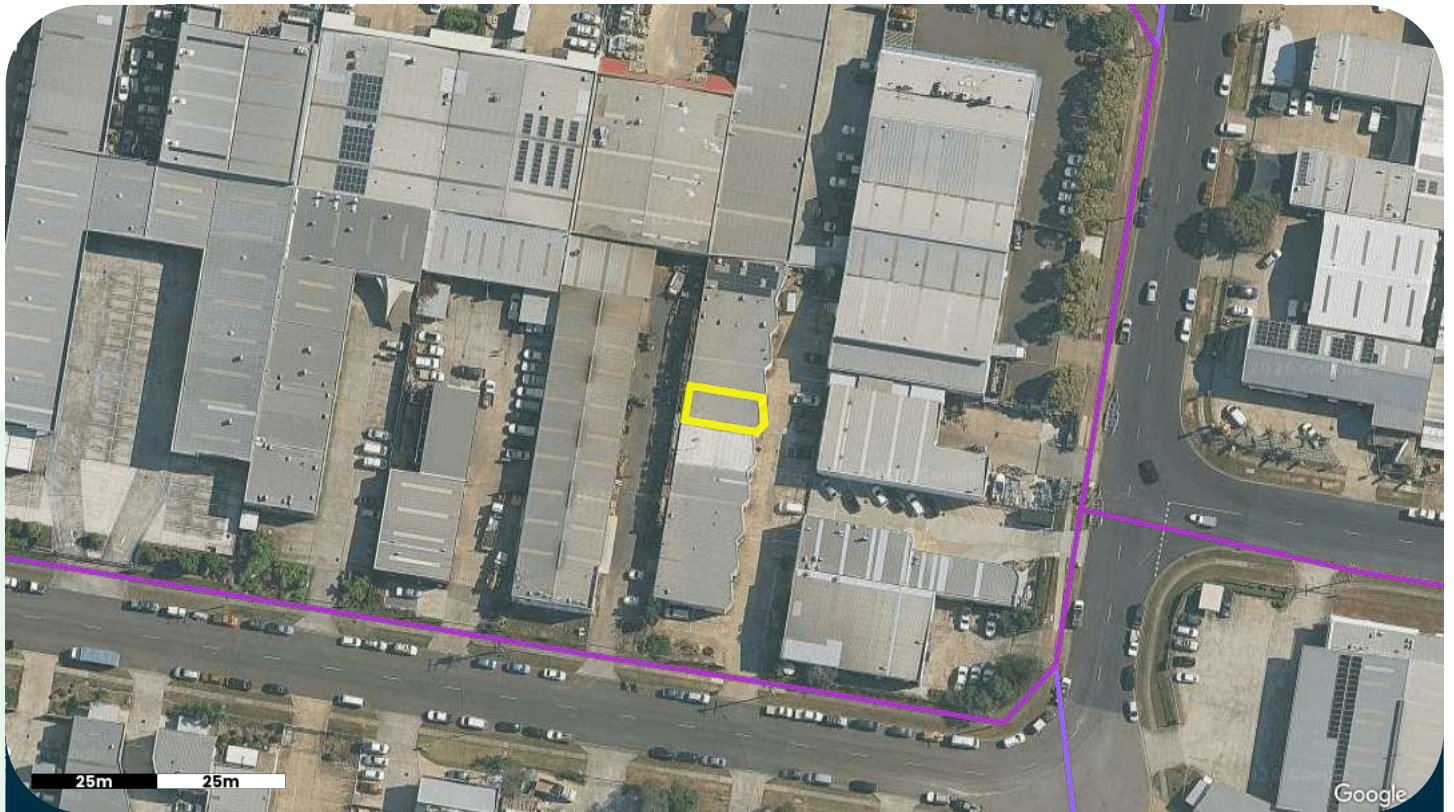
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

- Selected Property
- Inlet Or Maintenance Structure
- Stormwater Pipe

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW

Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

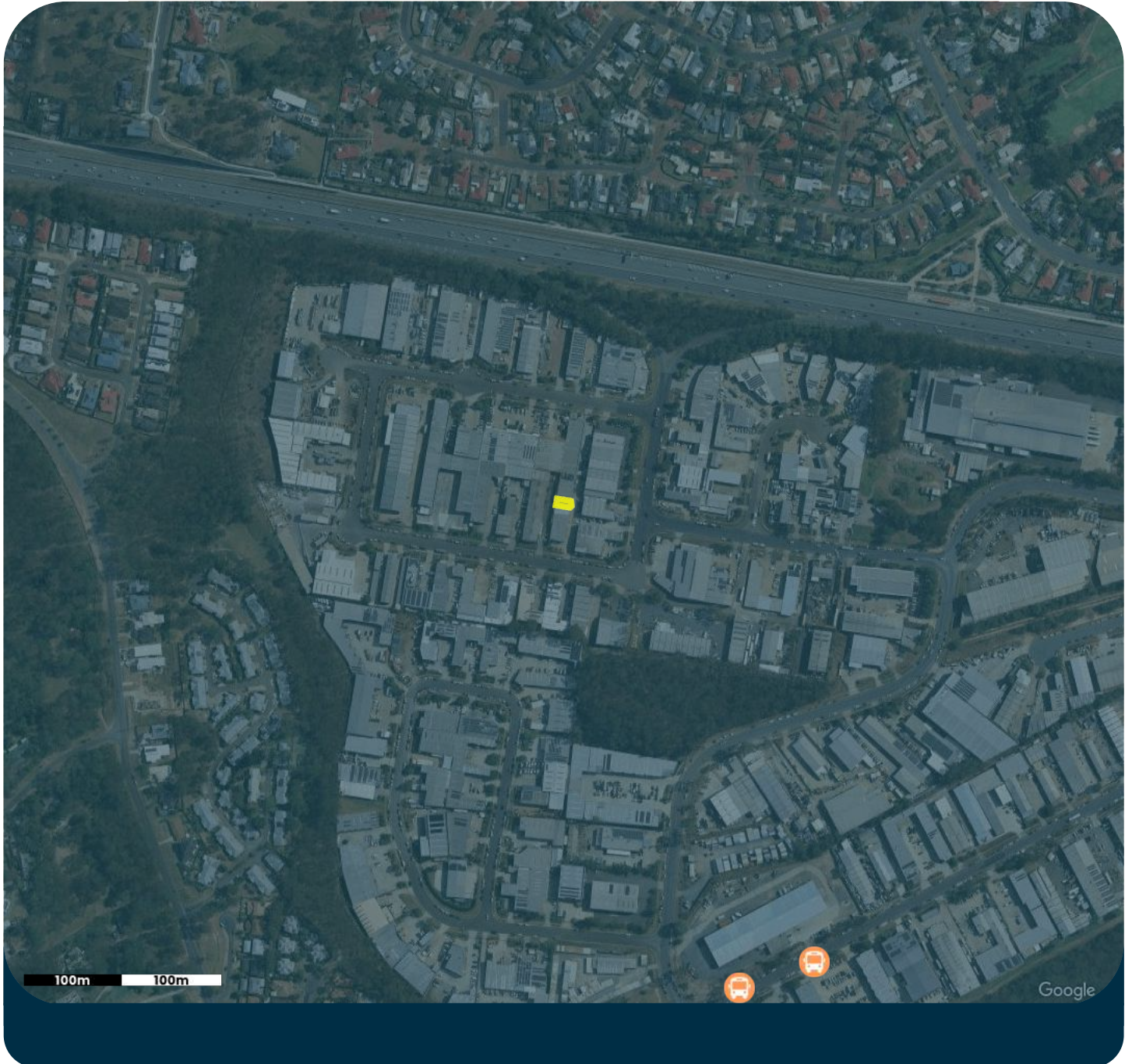
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

- Selected Property
- Overhead Power Line (HV)
- Overhead Power Line (LV)

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



Imagery may misalign with boundaries due to capture distortion.
Note: All dimensions are estimates, not all dimensions may be shown.

Area: ~102m2, Perimeter: ~43m

LEGEND

 Selected Property

DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Develo Pty Ltd makes no representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limitations of digital mapping, imagery distortion, and third-party data dependencies, all spatial data, infrastructure locations, distances, and risk indicators are indicative only.

This report does not constitute legal, financial, planning, or building advice, and must not be relied upon as a substitute for independent professional advice. Readers should conduct their own enquiries and seek qualified advice from a solicitor, town planner, surveyor, certifier, or relevant authority before making decisions or relying on this information.

To the maximum extent permitted by law, Develo Pty Ltd disclaims all liability for any loss, damage, cost, or expense incurred by any person arising from any use or reliance on this report or the data contained within it, including but not limited to errors, omissions, or inaccuracies. No liability is accepted for decisions made on the basis of this report or its contents.

By accessing this report, you acknowledge and accept the above terms and assume full responsibility for verifying all information independently prior to undertaking any development, renovation, or transaction.

WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

YOUR DIGITAL COPY

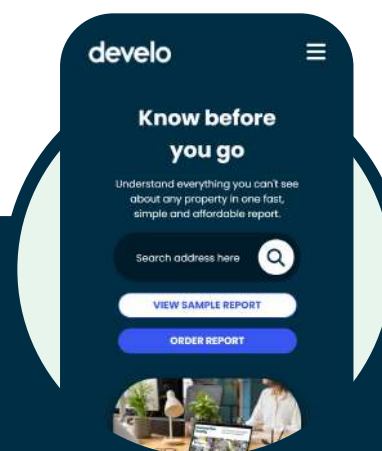


f44796

FOLLOW US



@developropertyreports



Ordering your property report has never been easier.

develo.com.au

develo



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51148131 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 6 Plan: BUP13072
6/3 BARNETT PL
MOLENDINAR

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **1013041**

Date: 30/04/2026

Search Request reference: **193135398**

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 6 on Plan BUP13072 at Unit 6 3 Barnett Pl, Molendinar Qld 4214 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da>>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp>>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

CITY OF
GOLDCOAST™ Water and Sewerage Rate Notice

Notice Number	Date of issue
8 1190829 0	23 February 2026


168441/X19/006505 D-041
R E HURST
20 FOOTSCRAY CT
ARUNDEL QLD 4214

Cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659

Current Billing Period:
5 November 2025 to 13 February 2026
Amount due:
\$354.37
(see back for payment options)
Due date for payment:
(interest penalty applies after due date)
26 March 2026
To make payment
Cityofgoldcoast.com.au/rates

168441/X19/006505* 1/3

UNIT 6, 3 BARNETT PLACE, MOLENDINAR
L 6 BUP13072
(Payments received after 15 February 2026 may not be included in this notice)

Water and sewerage charges (Includes State Bulk Water Price)	<i>(see account page for details)</i>	\$354.37
Amount payable if paid by: 26 March 2026		\$354.37

CITY OF
GOLDCOAST™

In Person / Mail Payment Advice
Name: R E HURST
Ref: 8 1190829 0

•419 811908290

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124

Total amount payable
Due by: 26 March 2026

\$354.37



Billers Code: 868745
Ref: 8 1190829 0



Post Billpay

Date
/ /

Cash

Cheques (see reverse)

For Credit
Gold Coast City Council

Tran Code 831 User ID 066684 Customer Reference No. 000008119082902

Teller stamp and initials

No. of Cheques

\$

About your water and sewerage charges

The standard charges explained:

Sewerage access charge

This charge is in arrears. It is for ongoing connection and/or access to the City's sewerage transportation and treatment system.

Sewage volume charge (multi-unit residential and non-residential property only)

A volumetric charge per kilolitre of sewage deemed to have been discharged from the property into the City's sewerage transportation and treatment system.

Water access charge

This charge is in arrears. It is for ongoing connection and/or access to the City's water distribution system.

Water usage charge

Water usage, as measured by your water meter, is charged per kilolitre (1000 litres). Water usage is divided into retail water and bulk water charges. If access to read your water meter was not available, water usage may have been estimated for this account based on previous use. This will be indicated on your account.

Non-drinking water usage charge (select Pimpama-Coomera customers only)

This is a charge applicable to select Pimpama-Coomera customers only or non-drinking water usage, as measured by your purple non-drinking water meter and charged per kilolitre (1000 litres).

Visit cityofgoldcoast.com.au/nondrinkingwater for further information.

Visit cityofgoldcoast.com.au/mywaterbill to understand more about your water bill.

How to read your water meter

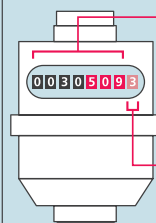
Your water meter is normally located at the front of your property.

Black numbers represent kilolitres and are used for billing.

The red numbers on your water meter represent litres.

To calculate your daily water use, please follow the instructions below.

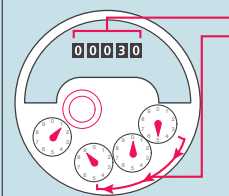
Numbers only meter



1. Day one, record all numbers that you see here. Note the time of day.
2. Day two, repeat step 1. Conduct this reading at the same time as you did the reading on day one.
3. Subtract the numbers recorded on day one from day two. This is your household's daily water usage.

Please note, if there are four red digits on the water meter, the last digit (on the far right) is a tenth of a litre. In these instances, do not record the last red digit.

Numbers and clock meter



1. Day one, record all numbers that you see here. Secondly, record numbers found here. Record the first three red dial numbers in a clockwise direction, that is, right to left. Note the time of day. **Both steps should provide you with a number similar to the diagram example 00030509.**
2. Day two, repeat step one. Conduct this reading at the same time as you did the reading on day one.
3. Subtract the numbers recorded on day one from day two. This is your household's daily water usage.

Day one: Record numbers from your water meter as per instructions above.

L

Day two: At the same time as day one, record numbers from your water meter as per instructions above.

L

Subtract the number found on day one from the number found on day two.

This is your household's daily water usage.

L

168441/X19/006505

Details of cheque(s) etc, customer to complete.
Drawer

Bank or BSB

Branch

Amount

\$

\$

\$

Proceeds of cheques, etc. will not be available until cleared.

Account for:
UNIT 6, 3 BARNETT PLACE, MOLENDINAR
L 6 BUP13072

LOCAL GOVERNMENT DISTRIBUTION AND RETAIL PRICE

SEWERAGE ACCESS CHARGES			
Sewerage Access			\$216.66
(billing period 5/11/25 to 13/2/26)			
SEWAGE VOLUME			
Total Water Usage	106kl		
Property Discharge Factor	90.000%		
(Mixed Industries)			
Total Sewage	95kl		
Less Domestic Usage Allowance	460kl		
Volume of Chargeable Sewage	0kl		
0 kilolitres charged at \$5.502 per kL	\$0.00		
Actual charge with Trade Waste 5% Load Factor Applied			\$0.00
(usage period 5/11/25 to 13/2/26)			
Your Lot's share of the Sewage Volumetric Charge is based on its Contribution Entitlement which is, 1 of 10			\$0.00

WATER ACCESS CHARGES			
Water Access			\$84.93
(billing period 5/11/25 to 13/2/26)			
WATER USAGE CHARGES			
106 kilolitres charged at \$1.463 per kL			\$155.07
(usage period 5/11/25 to 13/2/26)			
Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10			\$15.50

STATE BULK WATER PRICE

WATER USAGE CHARGES			
106 kilolitres charged at \$3.517 per kL			\$372.80
(usage period 5/11/25 to 13/2/26)			
Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10			\$37.28

TOTAL CHARGES INCLUDED IN THE RATE NOTICE	\$354.37
---	----------

Master Meter for 10 lots
WATER METER READINGS

Meter Number	Meter Size mm	Current Read Date	Current Reading	Previous Read Date	Previous Reading	#Days Charged	Cons (kl)
14E000730	40	13 Feb 26	5428	4 Nov 25	5322	101	106
TOTAL(kL)							106

In accordance with the *Local Government Act 2009, Local Government Regulation 2012, South East Queensland Water (Distribution and Retail Restructuring) Act 2009, Water and Wastewater Services Code for small customers in South East Queensland* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all water and sewerage charges are due and payable within 31 days of the issue of the water and sewerage rate notice on which the charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your water bill



Pay using BPAY®

Biller Code: 868745

Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.
BPAY View® Registration No: use the **Notice Number** over the page.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

 **Pay by phone**

Call us on 1300 886 731 (or from outside Australia call +61 7 5667 5995) anytime to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.

 **Paper rates and water notices fee**

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount



Pay online

Visit cityofgoldcoast.com.au/payments and follow the links to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



In person at Commonwealth Bank

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only. Payments will incur a transaction fee. See **BPAY®** option to avoid a City transaction fee.



In person at Customer Service Centre

Payment options include:
Debit card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours please visit cityofgoldcoast.com.au/contactus

How to contact us



cityofgoldcoast.com.au/mywaterbill



07 5667 5995 or 1300 366 659

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)

24 hour line to report water breaks and faults **1800 637 000**



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Support to make your bill payments on time

We offer extra support and flexibility to ratepayers who might be having trouble paying water bills in full by the due date. Flexible payment plan options may be available on application, giving you extra time to pay.

Depending on your situation, we may be able to either extend your due date for a short time or set up a longer-term payment plan with regular weekly or fortnightly payments.

We can also provide a financial counsellor for free, independent and confidential advice.

For more information visit cityofgoldcoast.com.au/waterassist

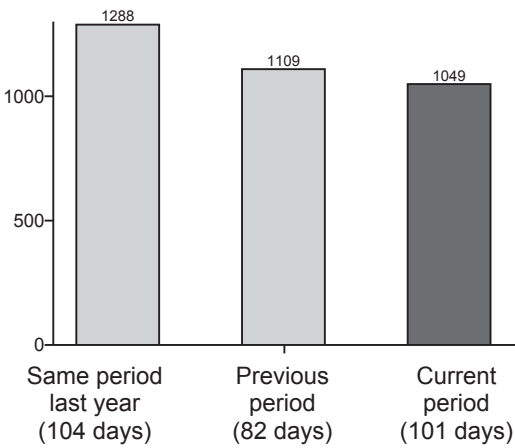
168441/X19/006505

25-EHR-01168

Account for:
UNIT 6, 3 BARNETT PLACE, MOLENDINAR
L 6 BUP13072

Average Daily Usage (Litres)

(1,000 Litres = 1kL)



Your average daily water usage= 1049 litres (or, 1.049 kl)



In accordance with the *Local Government Act 2009, Local Government Regulation 2012, South East Queensland Water (Distribution and Retail Restructuring) Act 2009, Water and Wastewater Services Code for small customers in South East Queensland* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all water and sewerage charges are due and payable within 31 days of the issue of the water and sewerage rate notice on which the charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your water bill



Pay using BPAY®

Biller Code: 868745

Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.
BPAY View® Registration No: use the **Notice Number** over the page.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

 **Pay by phone**

Call us on 1300 886 731 (or from outside Australia call +61 7 5667 5995) anytime to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.

 **Paper rates and water notices fee**

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount



Pay online

Visit cityofgoldcoast.com.au/payments and follow the links to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



In person at Commonwealth Bank

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only. Payments will incur a transaction fee. See **BPAY®** option to avoid a City transaction fee.



In person at Customer Service Centre

Payment options include:
Debit card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours please visit cityofgoldcoast.com.au/contactus

How to contact us



cityofgoldcoast.com.au/mywaterbill



07 5667 5995 or 1300 366 659

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)

24 hour line to report water breaks and faults **1800 637 000**



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Support to make your bill payments on time

We offer extra support and flexibility to ratepayers who might be having trouble paying water bills in full by the due date. Flexible payment plan options may be available on application, giving you extra time to pay.

Depending on your situation, we may be able to either extend your due date for a short time or set up a longer-term payment plan with regular weekly or fortnightly payments.

We can also provide a financial counsellor for free, independent and confidential advice.

For more information visit cityofgoldcoast.com.au/waterassist

168441/X19/006505

25-EHR-01168

Rate Notice

+757+

In accordance with the *Local Government Act 2009*, *Local Government Regulation 2012* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all rates and charges are due and payable within 31 days of the issue of the rate notice on which the rates or charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your rates



Pay using BPAY®

Billers Code: 575217
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.

BPAY View Registration No: use the **Notice Number** located at the top left of page 1.

www.bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518

 **Pay by phone**
Call us on **1300 886 731** (or from outside Australia call **+61 7 5667 5995**) anytime to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Pay online
Visit **cityofgoldcoast.com.au/payments** and follow the links to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



BPOINT in person
Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person
Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only.
Payments will incur a transaction fee. See BPAY® option to avoid a City transaction fee.



Customer Service Centre in person
Payment options include:
Debit Card – *surcharge free*
MasterCard or Visa – *surcharge applies*
Cash is not accepted.
For locations and opening hours visit **cityofgoldcoast.com.au/contactus**

Manage and pay your rates with My Account

View, manage and make payments. Set up a payment plan or a direct debit. Register at **cityofgoldcoast.com.au/myaccount** for secure and convenient access to manage your rates and water accounts anytime.

How to contact us



cityofgoldcoast.com.au/rates



07 5667 5995 or **1300 366 659**
Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Voluntary koala contribution

NOTE: This BPAY® number is for voluntary contributions to the acquisition and enhancement of the City's koala habitat only.



Billers Code: 37424
Ref: Use Notice Number

NOT TO BE USED FOR RATE PAYMENTS

Telephone and Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: **www.bpay.com.au**

Details of cheque(s) etc, customer to complete.

Drawer	Bank or BSB	Branch	Amount
			\$
			\$
			\$

Proceeds of cheques, etc. will not be available until cleared.

CHARGES CONSOLIDATED ON RATE NOTICE

UNIT 6, 3 Barnett Place, MOLENDINAR QLD 4214
Lot 6 BUP13072

DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES

VOLUNTEER FIRE BRIGADE	
Volunteer Fire Brigade Separate Charge	\$1.00
EMERGENCY MANAGEMENT	
INDUSTRY - LIGHT (floor area 51-500m2) 1 @ \$305.80	\$305.80
TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES	<u>\$306.80</u>

DETAILS OF COUNCIL RATES AND CHARGES

WASTE MANAGEMENT	
PART A - Waste Management Utility Charge (General)	\$213.22
PART B - Waste Management Utility Charge (State Waste Levy Cost Component)	\$48.78
RECYCLING	
Recycling Utility Charge	\$6.00
RECREATIONAL SPACE	
Recreational Space Separate Charge	\$15.44
OPEN SPACE INCLUDING KOALA HABITAT	
Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge	\$31.50
GENERAL RATE	
CATEGORY 4E - Commercial 2 \$153,333 AV @ \$0.005672760 (minimum amount applied)	\$1,465.70
DISASTER RESPONSE AND RECOVERY	
Disaster Response and Recovery Separate Charge	\$5.00
CITY TRANSPORT	
City Transport Improvement Separate Charge	\$115.00
TOTAL OF COUNCIL RATES AND CHARGES	<u>\$1,900.64</u>

View and pay your rates online with My Account.

Register today.

cityofgoldcoast.com.au/myaccount

Rate information

Your City of Gold Coast (City) rates are payable every six months, usually in August and February. The standard charges you are likely to see on the rate notice are:



Volunteer Fire Brigade

The Volunteer Fire Brigade Charge helps subsidise the operational expenses of rural fire brigades; supplementing the Emergency Management Levy.



Emergency Management Levy

We collect the State Emergency Management Levy on behalf of Queensland Fire and Emergency Services. The levy is used to fund our emergency services. The amount of the levy depends on the classification of your property. qfes.qld.gov.au



General Rate

The City is required by law to levy a General Rate or Differential General Rate on every rateable property each financial year. The General Rate raises the revenue needed to run the city and pay for infrastructure and a range of services and activities. Just some of these include lifeguards, waterways, animal management and economic development initiatives. The value of your property, determined by the State Government, is the basis for calculating the General Rate. To smooth out increases in the General Rate caused by unexpected spikes in property values in any given year, the City uses an averaged value over three years. A minimum General Rate applies if the value of a property is below a determined threshold.



Waste Management Service

The Waste Management Utility Charge covers the cost of accessing Waste and Recycling Centres, in addition to the collection and disposal/processing of solid waste and recyclables from your property.



Recycling Utility Charge

The Recycling Utility Charge is used to fund recycling initiatives, aimed at minimising waste to landfill. This includes infrastructure, land and services that aren't funded via the Waste Management Utility Charge. cityofgoldcoast.com.au/waste



Recreational Space

The Recreational Space Separate Charge assists the City to purchase areas of large open space, with an emphasis on land for sport and recreation.



Open Space including Koala Habitat, Maintenance and Enhancement

Our city is one of Australia's most biodiverse. The Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge supports activities contributing to the management and conservation of the city's natural areas, including opportunities for nature based recreation.



City Transport Improvement

The City Transport Improvement Separate Charge funds Council cabs, bus stops, bicycle and pedestrian pathways, rapid transport, improvements to local roads, as well as expanded bus services across the city.



Disaster Response and Recovery separate charge

Queensland faces frequent disasters; the City's Disaster Response & Recovery Charge supports recovery, preparedness, and building community resilience amid increasing natural hazards.



Discount on rates

The City offers a discount for paying your rates on time. The discount amount and the discount date appear on the rate notice. To receive the discount, the amount payable stated on the rate notice must be paid in full by the due date.



Pensioner Rate Concessions

If you receive a pension, you may be entitled to receive rate concessions. To be eligible, you must hold a Queensland Pensioner Concession Card or a Department of Veterans' Affairs Gold Card. Other conditions apply. Contact us and have your pension card/s and pension amount/s ready.



Change of address

If you have recently changed your postal address, please contact us to ensure your details are updated. If you have moved house and you currently receive a pensioner rate concession, you will need to re-apply. To change your address details and/or contact details visit cityofgoldcoast.com.au/changeyouraddress



City Budget

Full details of the current City Budget: cityofgoldcoast.com.au/annualplan



Paper rates and water notices fee

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount

Frequently asked questions

What if I can't pay my bill on time?

You can apply for more time to pay with no interest by entering into an approved payment plan for rates and water bills. Visit cityofgoldcoast.com.au/rates

I paid my solicitor to take care of my house sale, why do I have a property transfer fee on my rate notice?

The charging of a property transfer fee is to recoup the known costs associated with accepting, recording and storage of change of ownership advice.

I just purchased this property; why do I have to pay full rates?

Most likely, your solicitor has allowed for the rates in your settlement. Please check your settlement statement, or contact your solicitor and/or agent for confirmation.

Can someone else enquire on my behalf or update my account?

Yes, you can add an authorised person to your account. If the property is owned by individual/s call us on **07 5667 5995**. If the property is owned by company or trust please complete the form at cityofgoldcoast.com.au/authagent

What does my rating category mean?

Your property's rating category (stated on your rate notice) will influence the amount of general rate you will pay. Factors such as the use (including whether a property is a principal place of residence or rental), size of the land, and the nature of any improvements on the land determine which rating category applies. You can view descriptions of the rating categories at cityofgoldcoast.com.au/inserts

What is the Waste Levy?

Introduced on 1 July 2019 by the Queensland State Government, the Waste Levy is a weight based charge payable on all waste disposed to a leviable landfill site in Queensland. It aims to reduce the amount of waste going to landfill and maximise the diversion of recoverable items for reuse, repurposing and recycling. To mitigate the impact on residential households, the State Government has committed to a payment to Council to offset the direct costs of the Waste Levy liability incurred on the disposal of household waste. For the 2025-26 financial year, residential customers will notice a zero amount for Part B of the Waste Management Utility Charge, see overleaf. Visit cityofgoldcoast.com.au/waste

What is the Green Organics Charge?

Green organics bins are now a part of standard residential kerbside collection services for eligible properties. The service charge is payable for owner-occupied and tenanted properties. Visit cityofgoldcoast.com.au/greenorganicsbin



From Search to Signed

Statutory Encumbrances Annexure

Property: UNIT 6 3 BARNETT PL, MOLENDINAR QLD 4214

This report details statutory encumbrances that directly impact the property.

1. NBN Co Qld

Telecommunications distribution pits and underground conduits/trenches are located in the road reserve along the street frontage adjoining the property. An NBN service lead-in connection crosses the front boundary into the property to service the premises and may affect development at the property frontage.

2. City of Gold Coast

A sewer gravity main with several sewer manholes runs within the property along the eastern boundary of the parent lot. At the Barnett Place frontage a water main and hydrants are located in the road reserve with water service connections extending into the property. Council stormwater drainage pipes and inlet gullies are located in the road reserve along Barnett Place and Precision Drive adjoining the property.

3. APA Group Gas Networks (90073)

No APA Group gas assets are shown within the property boundaries or in the vicinity on the APA plan.

4. Energex QLD

Energex electricity distribution infrastructure is located within the parent lot boundaries to service the multi-unit property. Additional distribution assets are present in the road reserve along the Barnett Pl frontage, including a mapped network point opposite the front boundary, and may affect works at the frontage.

5. Telstra QLD South East

Telecommunications infrastructure is present within the property boundaries. A Telstra lead-in service connection extends from distribution pits in the road reserve on Barnett Place and crosses the front boundary into the lot, with additional Telstra pits and conduits located in the road reserve at the property frontage.

Look up and Live - 53024499



Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS, Maxar

1 : 282

LUAL QLD
Energex/Ergon Poles

- LUAL QLD**
DEVICES
- Pad
 - Pillar
 - Pit

- LUAL_WA**
Network Devices
- Pillar
 - Substation

- Network Device**
- Pillar
 - Substation

- Poles**
- Pole
 - Pole w Ground Stay
 - Tower

-  Pole w Ground Stay
-  Tower

TR

-  Overhead
-  Underground
-  Submarine

LV

-  Overhead
-  Underground

SWER

-  Overhead
-  Underground

HV

-  Overhead
-  Underground
-  Submarine

Other

Poles

-  Pole
-  Pole w Ground Stay
-  Tower

Network TR

-  Overhead
-  Underground
-  Submarine

Network LV

-  Overhead
-  Underground

Network SWER

-  Overhead
-  Underground

Network HV

-  Overhead
-  Underground
-  Submarine

Network Other

Exclusion Zone All

-  

Network TR

-  Overhead
-  Underground
-  Submarine

Network LV



Network SWER

-  Overhead
-  Underground

Network HV

-  Overhead
-  Underground
-  Submarine

Network Other

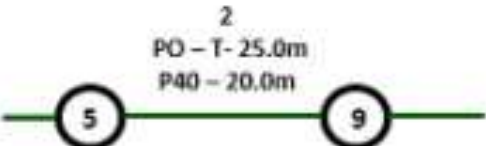
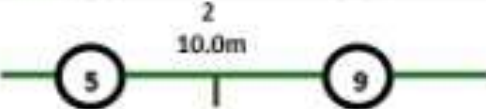
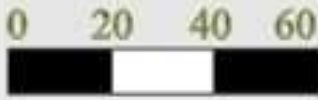


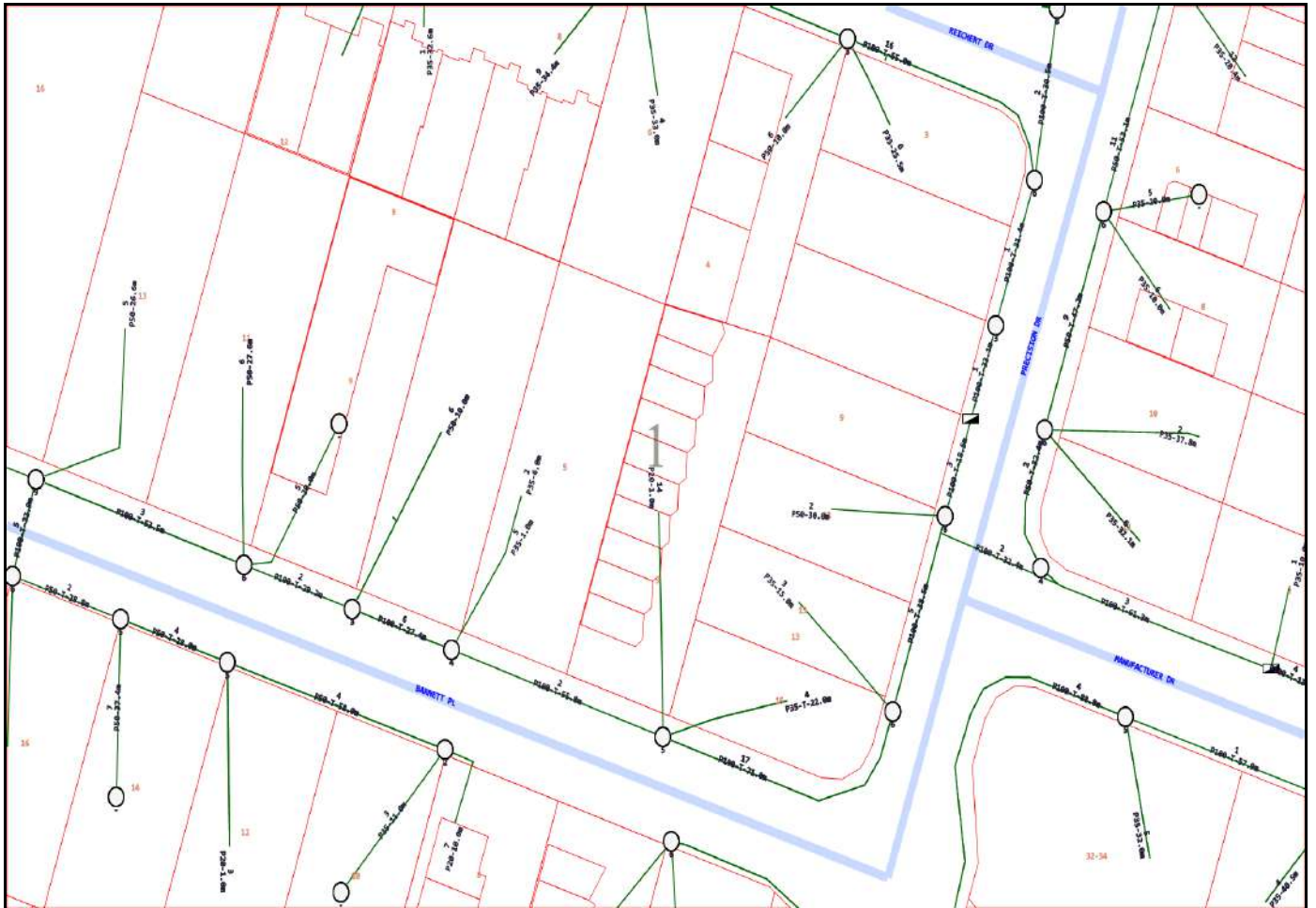
LUAL_Exclusion_Zone_Feature_Public



LUAL_NoData_Public

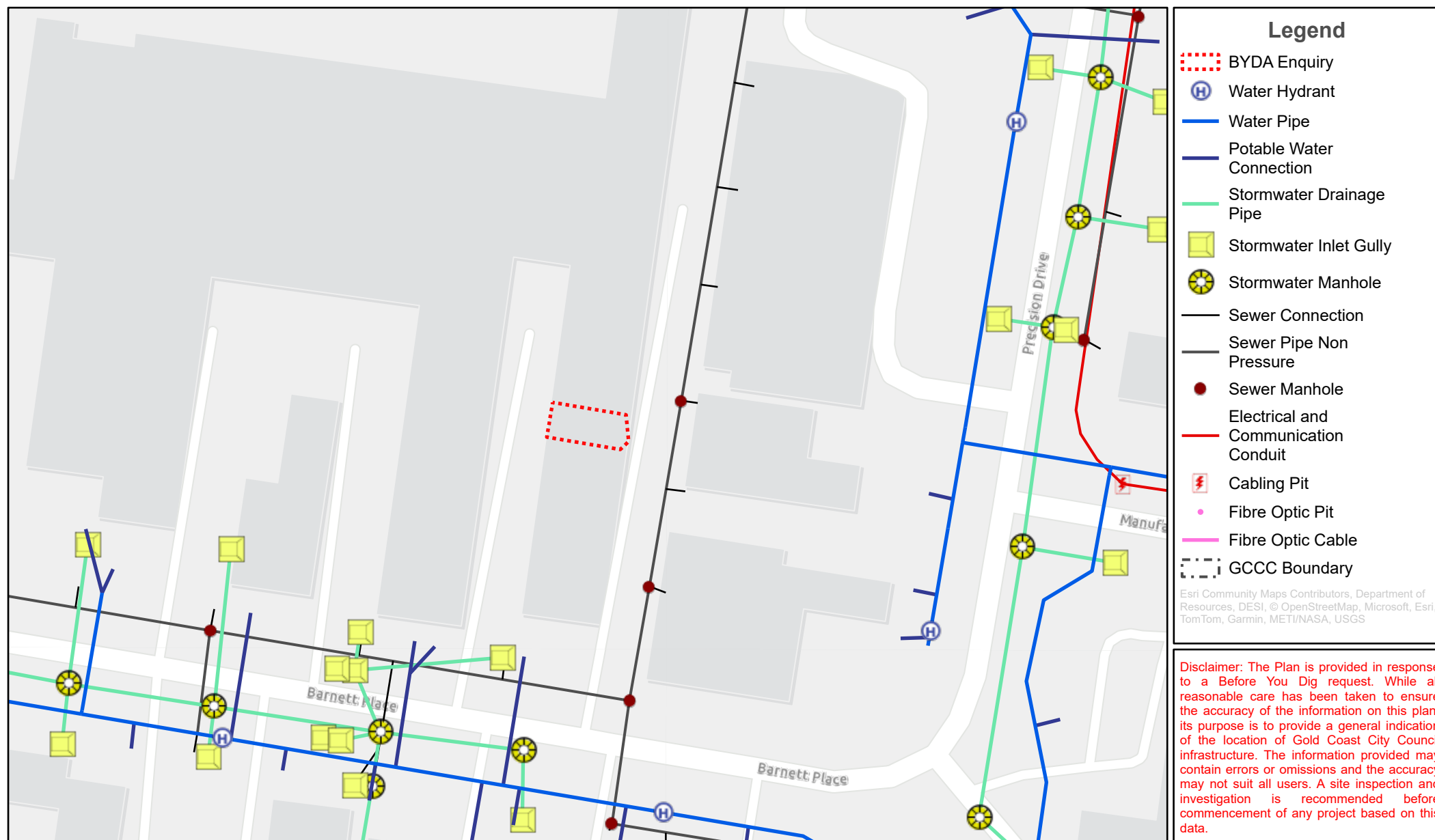


	 LEGEND
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.



In an emergency contact City of Gold Coast on 1300 465 326

30/04/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate

0 10 20 40
m



Scale 1:1,000

Site 6/3 BARNETT PL
Address: MOLENDINAR
QLD 4214

Sequence 272133123
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Site 6/3 BARNETT PL
Address: MOLENDINAR
QLD 4214

Sequence 272133123
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



BYDA

Sequence: 272133124
Date: 30/04/2026
Scale: 1:500
Tile No: 1

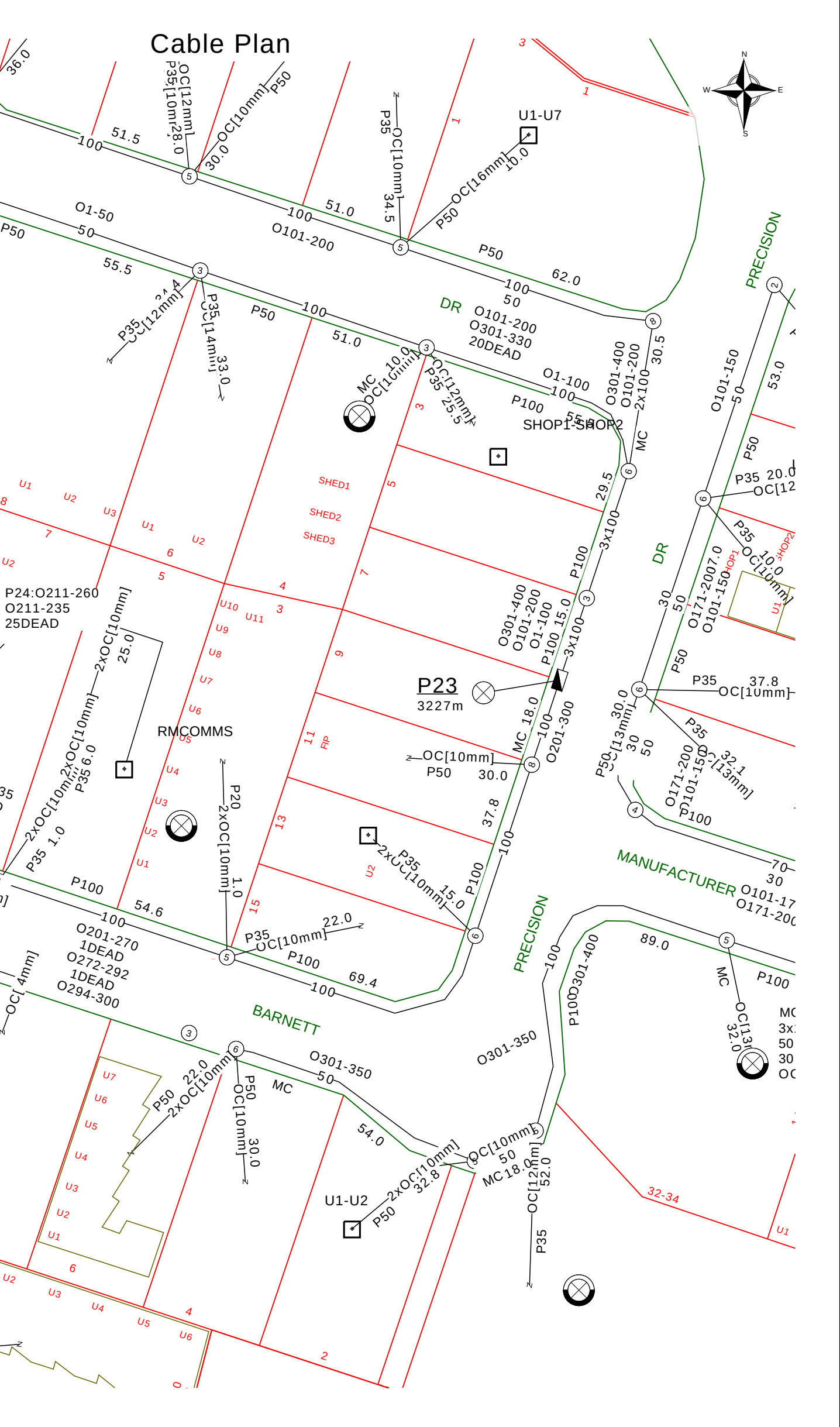
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



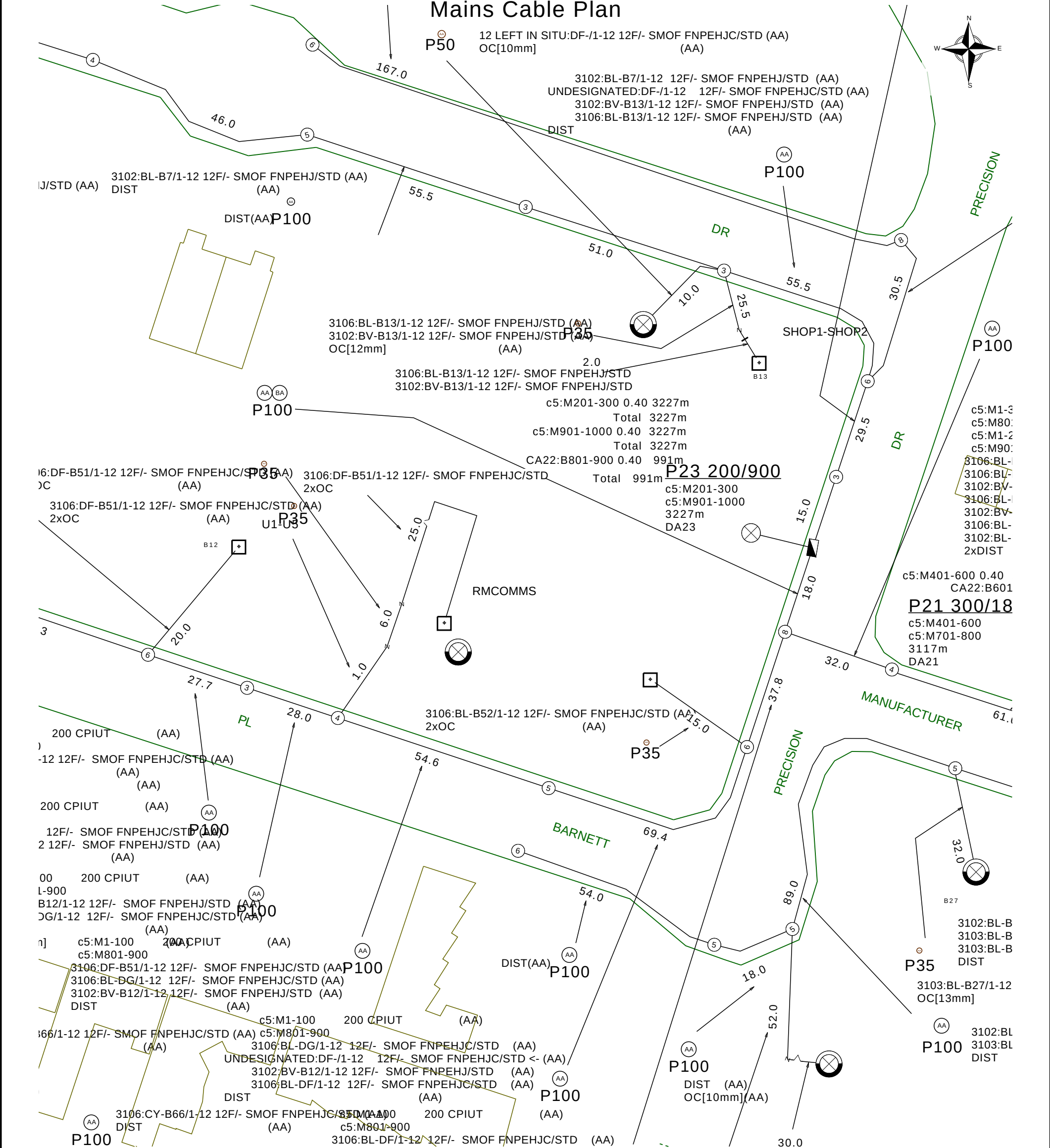
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



au/customer/general/forms/report-damage-to-telstra-t om AEST bus hrs only) General Enquiries	Sequence Number: 272133125
J. 086 174 781	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.
026 11:30:12	

e viewed in conjunction with the Mains Cable Plan on the following page

Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.
 Only. Spatial accuracy is not applicable to Quality Level D.
 Telstra assets can only be validated by physically exposing it.
 Telstra accepts no responsibility for any inaccuracy.
 Exact location of Telstra plant prior to commencing construction work.
 The process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.
 See email response.



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra- Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 272133125
	TELSTRA LIMITED A.C.N. 086 174 781 Generated On 30/04/2026 11:30:16	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



From Search to Signed

UNIT 6 3 BARNETT PL, MOLENDINAR QLD 4214

Commercial tenancy

1. Lot 6 on BUP13072

Lessee: ENERGYBUILD PTY LTD ACN 613 897 028,

Term: 01/06/2023 – 31/05/2026

Rent: \$20,564.00 plus GST, per annum. (\$1,713.66 plus GST per month)

Fixed rent review: 3% on each anniversary date of the commencement date.

Bond: Three (3) month's rent, outgoings plus GST

Option to renew: 1 x 3 years

Any other special conditions: 2 allocated parking spots



Information Memorandum

6/3 Barnett Place Molendinar QLD

Eurika Musca

0410 319 299

eurika@nscgc.com.au



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 (m²)	Account Description	Effective	(\$ Per m²	(\$ Monthly	(\$ Annual	Spaces	Date	Description	Type
06 Unit 6	ENERGYBUIL	Energybuild Pty Ltd	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
			Term:	3Y		2301 Variable Outgoings	01/07/2025	74.93	842.92	10,115.00	0	01/06/2027	3% INC	Rent
			Option:	1 x 3 Years		Total		236.53	2,660.95	31,931.35		01/06/2028	3% INC	Rent
Primary Contact	Name	Mark Tickle mark.tickle@energybuild.com.au 07 3002 1900										01/06/2029	Market Review	Commercial
07 Unit 7	Vacant				0.00									
					Total Net Lettable Area m²	135.00	1001 Commercial Rent		161.60	1,818.03	21,816.35	Leased Bays :		2
					Vacant Area m² (0.00%)	0.00	2301 Variable Outgoings		74.93	842.92	10,115.00	Vacant Bays :		0
					Common Area m²	135.00	Property Total		236.53	2,660.95	31,931.35	Total Bays :		2



Expression of Interest



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: _____

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

LEASE/SUB LEASE

FORM 7 Version 8
Page 1 of 28 41

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.nrw.qld.gov.au/about/privacy/index.html>.

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

2. Lot on Plan Description Lot 7 on BUP13072 Lot 6 1501	Title Reference 18601168
--	-----------------------------

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

4. Interest being leased
FEE SIMPLE

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

6. Term of lease 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)	7. Rental/Consideration 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
RICHARD EDMUND HURST

.....signature Michael James Chaytors JP (Qual)full name 92351qualification	18/07/2023 Execution Date	 Lessor's Signature
--	--------------------------------------	-------------------------------------

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

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
ENERGYBUILD PTY LTD ACN 613 897 028

.....signature JOHN DOUGLAS WOODWARDfull name C Decqualification	18/06/23 Execution Date	Director Director Lessee's Signature
---	------------------------------------	---

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



SCHEDULE

Title Reference 18601168

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

1. REFERENCE DATA

ITEM 1:	PARTIES:	
	Landlord:	RICHARD EDMUND HURST
	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:	ENERGYBUILD PTY LTD ACN 613 897 028
	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 ² 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 Month
	(d) Interest on arrears:	At the Stipulated Rate 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: Commencement Date of Renewal Term: Date must be exercised in writing	3 years 1 June 2026 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.

Title Reference 18601168

- (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

Title Reference 18601168

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:

Title Reference 18601168

- (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.

Title Reference 18601168

- (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;

Title Reference 18601168

- (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

Title Reference 18601168

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

Title Reference 18601168

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:

Title Reference 18601168

- (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

Title Reference 18601168

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.

Title Reference 18601168

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:

Title Reference 18601168

(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

Title Reference 18601168

- (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.

Title Reference 18601168

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:

Title Reference 18601168

- (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;

Title Reference 18601168

- (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

Title Reference 18601168

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.

Title Reference 18601168

(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

Title Reference 18601168

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

Title Reference 18601168

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

Title Reference 18601168

- (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

Title Reference 18601168

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]

[Signature] Clerk
[Signature] Town

Surveyor's Reference: 93/287

Local Authority Reference: 5716

COUNCIL OF THE CITY OF GOLD COAST

3 Barnett Place
Ernest
Ernest

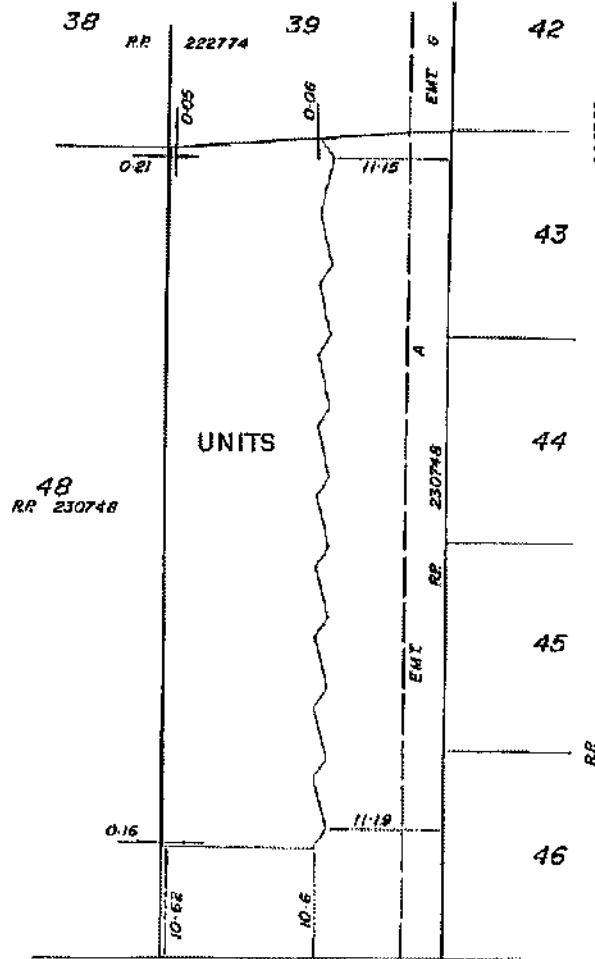
4214

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

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No. 2 of 7 Sheets

BUILDING UNITS PLAN NO.



BARNETT PLACE

SCALE: 1 : 500

[Signature]

SENDER
Town Clerk

COUNCIL OF THE CITY OF GOLD COAST

Building Units and Group Titles Act 1980 — 1980
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-laws 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]

SHIRAZ
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"

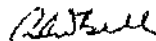
Regulation 8(1)
Sheet No. 4 of 7 Sheets

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 ~~44-90~~ ^{as amended} as modified by the Building Units and Group Titles Act 1980-1990 ^{as amended} 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 — 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form B)

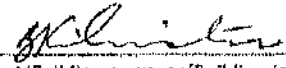
Name of Building: "BARNETT BUSINESS PARK"

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 +~~
herby 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


COUNCIL OF THE CITY OF GOLD COAST

~~XXXXXX~~
Clerk
Town

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

Name of Building: "BARNETT BUSINESS PARK"

BUILDING UNITS PLAN NO.

**SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE**

[illegible]

SIGNATURE OF REGISTERED PROPRIETOR:

J. C. [Signature] Director

SECRETARY



• XXXXX

Clerk

COUNCIL OF THE CITY OF GOLD COAST

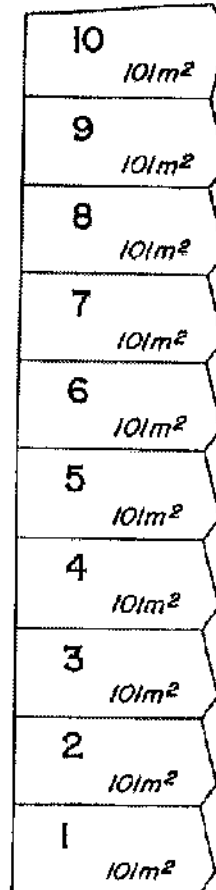
Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1990
(Form 9)

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. D. L. / g. d.
DIRECTOR

M. O.
SECRETARY

[Signature]
Shirex 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

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

Title Reference:	18601167	Search Date:	22/04/2026 09:11
Date Title Created:	10/09/1993	Request No:	55860661
Previous Title:	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 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.

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.

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.

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

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. 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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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
----------	------------	--------------------------------	------

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	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(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.

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
------	-------------	------------

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.

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

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.

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



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

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
<u>TOTAL</u>	<u>\$ 52,278.06</u>

THESE FUNDS ARE REPRESENTED BY

ASSETS

Cash At Bank	39,803.12
Prepaid Expenses-Admin	12,371.44
Arrears Collection	103.50
<u>TOTAL ASSETS</u>	52,278.06

LIABILITIES

<u>TOTAL LIABILITIES</u>	0.00
---------------------------------	-------------

<u>NET ASSETS</u>	<u>\$ 52,278.06</u>
--------------------------	----------------------------



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

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	
ADMINISTRATIVE FUND			
INCOME			
Levies Billed	24,000.00	23,500.00	102.13
TOTAL INCOME	24,000.00	23,500.00	
EXPENDITURE			
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
TOTAL EXPENDITURE	4,799.04	23,387.30	
SURPLUS/(DEFICIT)	\$ 19,200.96	\$ 112.70	
Opening Balance	7,852.58	7,852.58	100.00
ADMINISTRATIVE FUND BALANCE	\$ 27,053.54	\$ 7,965.28	



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

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	
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies Billed	10,000.00	10,000.00	100.00
<u>TOTAL INCOME</u>	10,000.00	10,000.00	
<u>EXPENDITURE</u>			
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
<u>TOTAL EXPENDITURE</u>	2,656.75	4,500.00	
<u>SURPLUS/(DEFICIT)</u>	\$ 7,343.25	\$ 5,500.00	
Opening Balance	17,881.27	17,881.27	100.00
<u>SINKING FUND BALANCE</u>	\$ 25,224.52	\$ 23,381.27	

QUEENSLAND TITLES REGISTRY

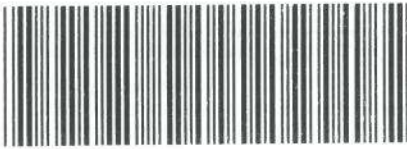
GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 1



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

COUNTY: WARD
PARISH: NERANG | 19213072 |
-
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:
1. The new By-Laws be recorded as the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.
 2. 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

Execution Date

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

Applicant's or Solicitor's Signature

Shawn Beckwith
Shawn Beckwith
(Chairman)

THIS CMS MUST BE DEPOSITED WITH:

This statement incorporates and must include the following:

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

2572

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 - 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

Lot on Plan	Contribution	Interest
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
TOTAL	10	10

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.

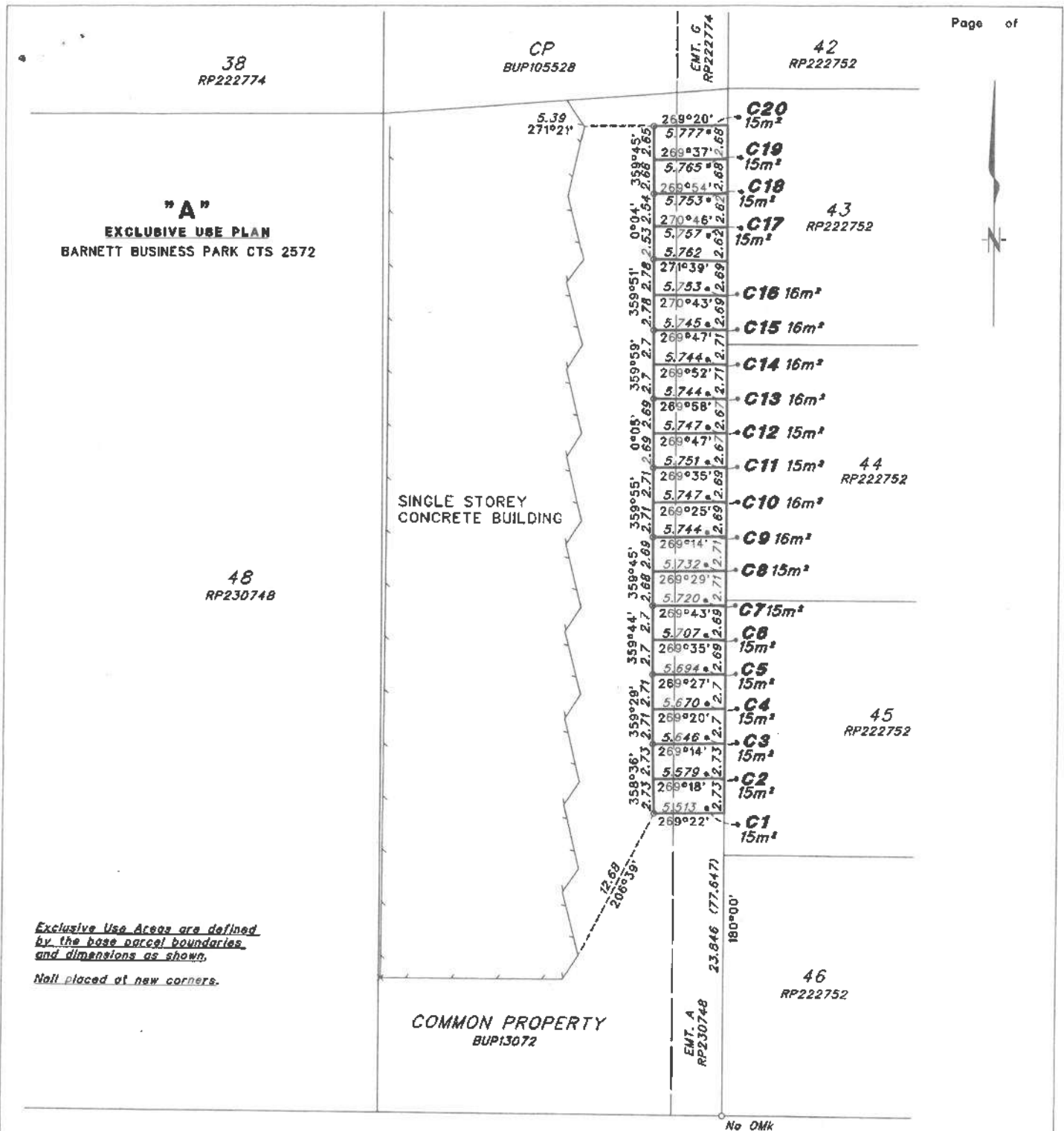
(3) No items are to be stored or kept within the carpark areas that may result in the cancellation of insurance.

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

Nil

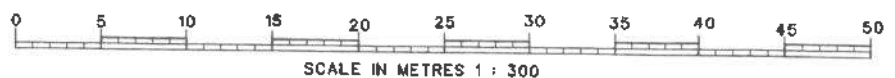
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
-------------------	---

Lot No. on Plan	Exclusive Use of the Areas on Plans listed
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"



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

Authorized 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

DRAWN NS

17528-2D



Certificate Of Completion

Envelope Id: 7E002874-AA69-4A88-80AA-731D8911E7B4

Status: Delivered

Subject: Complete with Docusign: Information Memorandum Barnett.pdf, Form 33.pdf, Current_Title_Search_1...

Source Envelope:

Document Pages: 70

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Eurika Musca

AutoNav: Enabled

P O Box 490

Envelopeld Stamping: Enabled

Miami, Queensland 4220

Time Zone: (UTC+10:00) Brisbane

eurika@nscgc.com.au

IP Address: 2406:2d40:4df2:

Record Tracking

Status: Original

Holder: Eurika Musca

Location: DocuSign

23-Apr-26 | 12:55

eurika@nscgc.com.au

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Eurika Musca		Sent: 23-Apr-26 12:59
eurika@nscgc.com.au		Viewed: 23-Apr-26 12:59
Director		
North Shore Commercial GC Pty Ltd		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	23-Apr-26 12:59
Certified Delivered	Security Checked	23-Apr-26 12:59

Payment Events	Status	Timestamps
----------------	--------	------------

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]

XXXX
 Clerk
 Town

Surveyor's Reference: 93/287

Local Authority Reference: 5716

COUNCIL OF THE CITY OF GOLD COAST

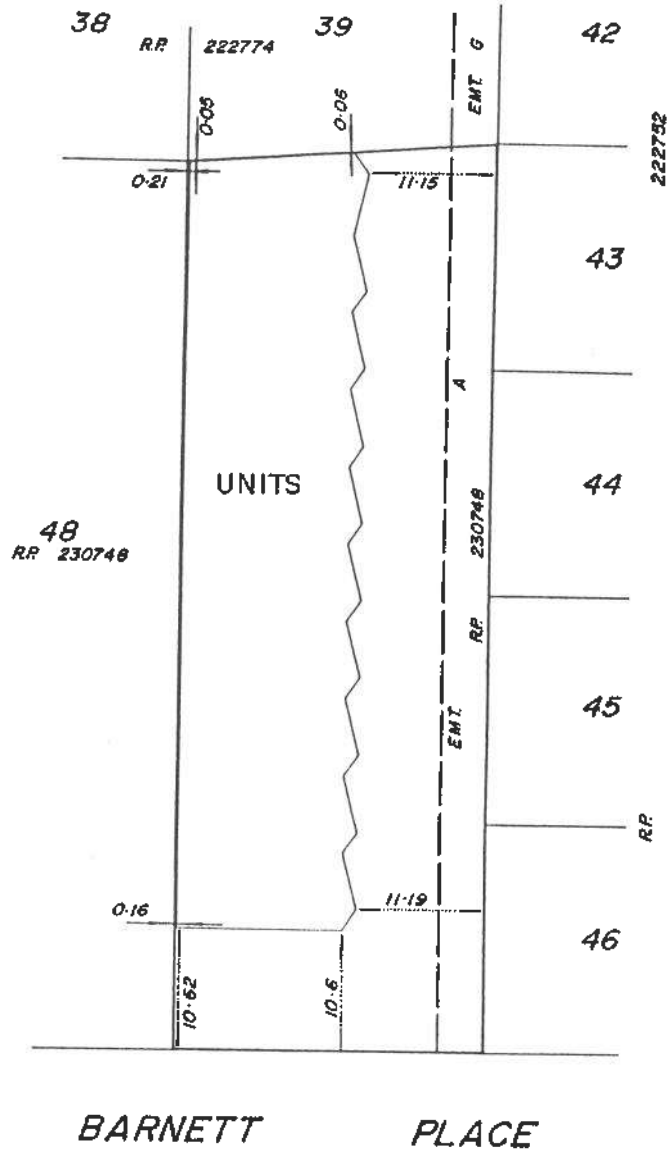
3 Barnett Place
 Ernest
 Ernest
 4214

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

Name of Building: "BARNETT BUSINESS PARK"

Regulation 8(1)
Sheet No. 2 of 7 Sheets

BUILDING UNITS PLAN NO.



SCALE: 1 : 500


COUNCIL OF THE CITY OF GOLD COAST

SEAL
Town Clerk

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 resubdivision~~ 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 gutters 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 laws 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.

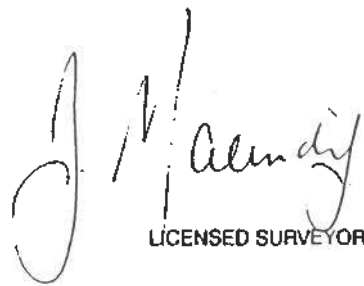
DATED this

2nd

day of

July

19 93


 LICENSED SURVEYOR

*Delete whichever is inapplicable



SHIRAZ
 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 ~~1990~~ ^{as amended} as modified by the Building Units and Group Titles Act 1980-1990 ^{as amended} 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 B)

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~~

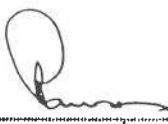
a designated officer of the Council + of the City of Gold Coast

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


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

* Delete whichever is inapplicable

† Insert name of local authority


XXXXX
Town Clerk
COUNCIL OF THE CITY OF GOLD COAST

COUNCIL OF THE CITY OF GOLD COAST

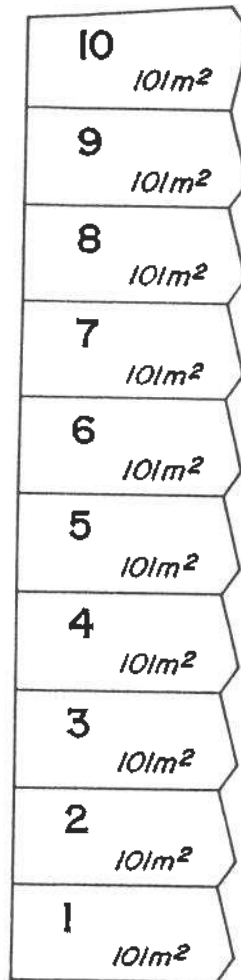
Building Units and Group Titles Act 1980 — 1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

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. D. L. G. L.
DIRECTOR

[Signature]
SECRETARY



COUNCIL OF THE CITY OF GOLD COAST

Shirex Clerk
Town

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

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.



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.

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.

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.

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

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. 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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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				Nil
Amount Unpaid including amounts billed not yet due				Nil

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
----------	------------	--------------------------------	------

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	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(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.

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
------	-------------	------------

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.

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

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.

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



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

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
<u>TOTAL</u>	<u>\$ 52,278.06</u>

THESE FUNDS ARE REPRESENTED BY

ASSETS

Cash At Bank	39,803.12
Prepaid Expenses-Admin	12,371.44
Arrears Collection	103.50
<u>TOTAL ASSETS</u>	52,278.06

LIABILITIES

<u>TOTAL LIABILITIES</u>	0.00
---------------------------------	-------------

<u>NET ASSETS</u>	<u>\$ 52,278.06</u>
--------------------------	----------------------------



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

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	
ADMINISTRATIVE FUND			
INCOME			
Levies Billed	24,000.00	23,500.00	102.13
TOTAL INCOME	24,000.00	23,500.00	
EXPENDITURE			
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
TOTAL EXPENDITURE	4,799.04	23,387.30	
SURPLUS/(DEFICIT)	\$ 19,200.96	\$ 112.70	
Opening Balance	7,852.58	7,852.58	100.00
ADMINISTRATIVE FUND BALANCE	\$ 27,053.54	\$ 7,965.28	



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

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	
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies Billed	10,000.00	10,000.00	100.00
<u>TOTAL INCOME</u>	10,000.00	10,000.00	
<u>EXPENDITURE</u>			
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
<u>TOTAL EXPENDITURE</u>	2,656.75	4,500.00	
<u>SURPLUS/(DEFICIT)</u>	\$ 7,343.25	\$ 5,500.00	
Opening Balance	17,881.27	17,881.27	100.00
<u>SINKING FUND BALANCE</u>	\$ 25,224.52	\$ 23,381.27	

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 1



723024286

\$109.31

23/01/2024 06:38

BE 470

1. Nature of request

REQUEST TO RECORD A NEW COMMUNITY
MANAGEMENT STATEMENT FOR BARNETT
BUSINESS PARK COMMUNITY TITLES SCHEME
2572

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

MCS BODY CORPORATE
SERVICES PO BOX 9729
GCMC QLD 9726

Lodger
Code

BBP

2. Lot on Plan Description

COMMON PROPERTY OF BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME
2572

Title Reference

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:

1. The new By-Laws be recorded as the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.
2. 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

Execution Date

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

Applicant's or Solicitor's Signature

Shawn Beckwith
Shawn Beckwith
(Chairman)

THIS CMS MUST BE DEPOSITED WITH:

This statement incorporates and must include the following:

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

2572

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 - 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

Lot on Plan	Contribution	Interest
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
TOTAL	10	10

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
-------------------	---

Lot No. on Plan	Exclusive Use of the Areas on Plans listed
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"



REF : 17528-20

DRAWN NS

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

ABN 71 037 898 526

Invoice No.
20260301-02100006

Mr R Hurst
7/3 Barnett Place
MOLENDINAR QLD 4214

Date of Notice	22 January 2026		
A/c No	6		
Lot No	6	Unit Number	6
Contrib Ent.	1		
Interest Ent.	1		

Body Corporate for

BARNETT BUSINESS PARK CTS 2572

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/03/26 to 31/08/26	01/03/2026	\$1,250.00	\$0.00		\$1,250.00
Sinking Fund	01/03/26 to 31/08/26	01/03/2026	\$500.00	\$0.00		\$500.00
Totals			\$1,750.00	\$0.00		\$1,750.00

Interest at the rate of 12.00% per annum (1.00% per month) is payable on overdue Levies.

Please make cheques payable to: StrataPay plus your StrataPay Reference Number

Teller stamp and initials

Amount Paid
\$
Date Paid
/ /

Payment Options

	Tel: 1300 552 311 Ref: 1225 4629 4	Telephone: Call this number to pay by credit card. International: +613 8648 0158	
	www.stratamax.com.au Ref: 1225 4629 4	Internet: Make credit card payments online Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1225 4629 4	Direct Debit: Make auto payments from your credit card or bank account. Visit stratapay.com/ddr to register	
	Biller Code: 74633 Ref: 1225 4629 4	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
	Billpay Code: 3599 Ref: 1225 4629 4	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1225 4629 4	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1225 4629 4 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



StrataPay Reference

1225 4629 4

Amount	Due Date
\$1,750.00	01 Mar 26

MCS Body Corporate Services
2572/02100006 Lot 6/6

Mr R Hurst
7/3 Barnett Place
MOLENDINAR QLD 4214



*3599 122546294



Vendor/s

RICHARD EDMUND HURST

Property Address

UNIT 6 3 BARNETT PL, MOLENDINAR QLD 4214

Prepared On

Friday, May 1, 2026

Certificate Of Completion

Envelope Id: D8D8FF1F-A3B7-47E3-9BDD-3FDC7682033F

Status: Completed

Subject: Complete with Docusign: Information Memorandum Barnett.pdf, Lease_-_Energy_Build_(fully_execute...

Source Envelope:

Document Pages: 248

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Eurika Musca

AutoNav: Enabled

P O Box 490

Envelopeld Stamping: Enabled

Miami, Queensland 4220

Time Zone: (UTC+10:00) Brisbane

eurika@nscgc.com.au

IP Address: 2406:2d40:44ce:

Record Tracking

Status: Original

Holder: Eurika Musca

Location: DocuSign

09-Jun-26 | 09:13

eurika@nscgc.com.au

Signer Events

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Eurika Musca

eurika@nscgc.com.au

Director

North Shore Commercial GC Pty Ltd

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 09-Jun-26 | 09:16

Resent: 09-Jun-26 | 09:16

Viewed: 09-Jun-26 | 09:17

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

09-Jun-26 | 09:16

Certified Delivered

Security Checked

09-Jun-26 | 09:16

Signing Complete

Security Checked

09-Jun-26 | 09:16

Completed

Security Checked

09-Jun-26 | 09:16

Payment Events

Status

Timestamps