

SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | servicedesk@stratareport.net.au | www.stratareport.net.au



STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 5503/93 Liverpool Road, Sydney, NSW.
Lot	201
Strata Plan	SP 72381
Name of Strata Management Co.	Change Strata
Address of Strata agent	Sydney
Telephone Number of Strata Agent	8203 3111
Report Date	5 February 2020

General Information

Owner's Name	J. K. M. Jong
Unit Entitlement.	40

Levy Contributions

Administration Fund contribution.	\$2,120.49
Sinking Fund contribution.	\$193.60
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$682,861.12
Sinking Fund Balance.	\$3,136,864.90

Insurances

Building Insurance	Yes
Insurance Company	JLT Brokers combined insurance.
Due Date	30 September 2020
Fire Safety Report Issuing Body	Sydney Council
Certificate Date.	2020
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 21 January 2014	An update to legal proceedings in relation to the building defect case against Meriton/Karibla (later settled for approximately \$14,000,000 and defects remediated),
---	---

<p>BMC Annual General Meeting 25 August 2014</p>	<p>Administration Fund set at \$2,260,162.00 p.a. Sinking Fund set at \$46,000.00 p.a. All plus GST, Building insurance continued, All other matters were meeting formalities as per the attachment below, Expenses for the year are scanned below this meeting, Meeting closed.</p> <p>Contribution set and insurance continued, Meeting closed.</p>
<p>BMC Annual General Meeting 23 February 2015</p> <p>Annual General Meeting 29 April 2015</p> <p>Annual General Meeting 2016</p>	<p>Administration Fund set at \$1,994,200.00 p.a. Sinking Fund set at \$200,000.00 p.a. Building insurance continued, All other matters were meeting formalities as per the scan below, no major works tabled. Meeting closed.</p> <p>Administration Fund set at \$2,340,592.00 p.a. Sinking Fund set at \$50,000.00 p.a. All plus GST, Building insurance continued, Special bylaw for common property works and bylaw for the installation of bike racks passed as per the attachment below, All other matters were meeting formalities as per the scan below, no major works tabled. Executive Committee Meeting: Meeting formalities and general maintenance recorded only, Expenses for the year are attached below in the notice of this meeting, Meeting closed.</p> <p>Not held.</p>
<p>BMC Strata Committee Meeting 17 August 2017</p> <p>Annual General Meeting 21 February 2017</p>	<p>General maintenance and contribution breakup recorded only as per the attachment below, Meeting closed.</p> <p>Façade remedial works to be undertaken as per motion 11, other defect works to be undertaken which are mostly waterproofing and fire safety related. Motion 13: Short term letting bylaw passed, all lots to comply with local council as per this motion recorded below,</p>

	<p>Special bylaw 16: Keeping of animals passed, conditions of ownership were set in this meeting as per the attachment below.</p> <p>Bylaws reviewed (attached),</p> <p>Administration Fund set at \$1,971,533.00 p.a.</p> <p>Sinking Fund set at \$180,000.00 p.a.</p> <p>Building insurance continued,</p> <p>All other matters were meeting formalities as per the scan below,</p> <p>Expenses for the year are attached below in the notice of this meeting,</p> <p>Meeting closed.</p>
<p>BMC Strata Committee Meeting 12 February 2018</p> <p>BMC Annual General Meeting 18 May 2018</p> <p>Annual General Meeting 2018 deferred to 2 July 2019</p>	<p>Administration Fund set at \$2,015,750.15 p.a.</p> <p>Sinking Fund set at \$470,000.00 p.a.</p> <p>Meeting closed.</p> <p>Administration Fund set at \$290,960.13 p.a.</p> <p>Sinking Fund set at \$234,002.18 p.a.</p> <p>Building insurance continued,</p> <p>All other matters were meeting formalities as per the scan below, no major works tabled.</p> <p>Meeting closed.</p> <p>Administration Fund set at \$1,927,721.40 p.a.</p> <p>Sinking Fund set at \$176,000.00 p.a.</p> <p>Building insurance continued,</p> <p>3 quotes for Mid-Rise defect remedial works were recorded, R. M. Waston (builders) were approved at a cost of \$863,687.00</p> <p>Lot 235 renovations approved subject to a \$20,000.00 bond as per the attachment of this meeting below.</p> <p>All other matters were meeting formalities as per the scan below,</p> <p>Expenses for the year are attached below in the notice of this meeting,</p> <p>Meeting closed.</p>
<p>BMC Strata Committee Meeting 13 February 2019</p> <p>Strata Committee Meeting 17 October 2019</p>	<p>General maintenance recorded only to all lots within the BMC, no special levies raised.</p> <p>Meeting closed.</p> <p>R. M. Watson appointed to undertake Mid-Rise defect works as per the attachment of this meeting below,</p> <p>Building engineers Inhabit Australasia appointed to oversee the works as per the attachment of this meeting below,</p>

<p>Annual General Meeting 10 December 2019</p>	<p>Mid-Rise security appointed, Meeting closed.</p> <p>Administration Fund set at \$1,927,721.40 p.a. Sinking Fund set at \$176,000.00 p.a. Building insurance continued, Façade remedial works are recorded to be underway, various units are to receive attention, unit 5503 is not mentioned as per the attachment below. There is correspondence in relation to unit 4008 installation of flooring. As with all strata plans any installation of flooring must be preceded by an application as any installation must follow the plans bylaws. All other matters were meeting formalities as per the scan below, Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below. The building comprises of 4 strata plans mainly, 1. Commercial, 2. Low Rise, 3. Mid Rise and, 4. High Rise. All these plans are managed by different companies.</p>

STATEMENT

J KM Jong M De Conceicao Jong
11 Willunga Place
West Pennant Hills NSW 2125

Statement Period

01 Aug 18 to 04 Feb 20











Account No 201

Page Number 1 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/08/18	Invoice	01/08/18 To 31/10/18	I0009835	2,120.49		2,120.49
01/08/18	Invoice	01/08/18 To 31/10/18	I0010070	193.60		2,314.09
02/08/18	Receipt	Admin Fund	R0006912		2,120.49	193.60
02/08/18	Receipt	Capital Works Fund	RA006912		193.60	0.00
26/09/18	Invoice	01/11/18 To 31/01/19	I0010305	2,120.49		2,120.49
26/09/18	Invoice	01/11/18 To 31/01/19	I0010540	193.60		2,314.09
01/11/18	Receipt	Admin Fund	R0007178		2,120.49	193.60
01/11/18	Receipt	Capital Works Fund	RA007178		193.60	0.00
23/01/19	Invoice	01/02/19 To 30/04/19	I0010775	2,120.49		2,120.49
23/01/19	Invoice	01/02/19 To 30/04/19	I0011010	193.60		2,314.09
05/02/19	Receipt	Admin Fund	R0007447		2,120.49	193.60
05/02/19	Receipt	Capital Works Fund	RA007447		193.60	0.00
30/04/19	Invoice	01/05/19 To 31/07/19	I0011245	2,120.49		2,120.49
30/04/19	Invoice	01/05/19 To 31/07/19	I0011480	193.60		2,314.09
04/06/19	Receipt	Admin Fund	R0007824		2,120.49	193.60
04/06/19	Receipt	Capital Works Fund	RA007824		193.60	0.00
08/07/19	Invoice	01/08/19 To 31/10/19	I0011715	2,120.49		2,120.49
				\$11,376.85	\$9,256.36	\$2,120.49

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$2,314.09	
0.00	0.00	0.00	0.00	2,314.09	Date Paid	Amount Paid

Payment Options

	Tel: 1300 552 311 Ref: 1354 8492 4	Telephone: Call this number to pay by credit card using a land line or mobile phone. International: +613 8648 0158	
	www.stratamax.com.au Ref: 1354 8492 4	Internet: Visit this website to make a secure credit card payment over the internet.	
	Tel: 1300 552 311 Ref: 1354 8492 4	Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.	
	Bill Code: 74625 Ref: 1354 8492 4	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 9216 Ref No: 1354 8492 485	In Person: Present this bill at any Post Office to make cash, cheque or debit card payments.	
	Make cheque payable to: StrataPay 1354 8492 4	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Account No: 1354 8492 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.	



StrataPay Reference

1354 8492 4

Amount

\$2,314.09

Due Date

18 Feb 20

Change Strata Mngt Pty L
72381/02100201 Lot 201/5503

J KM Jong M De Conceicao Jong
11 Willunga Place
West Pennant Hills NSW 2125



*71 216 135484924 85

STATEMENT

J KM Jong M De Conceicao Jong
11 Willunga Place
West Pennant Hills NSW 2125

Statement Period

01 Aug 18 to 04 Feb 20

Account No 201

Page Number 2 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		11,376.85	9,256.36	2,120.49
08/07/19	Invoice	01/08/19 To 31/10/19	I0011950	193.60		2,314.09
02/09/19	Receipt	Admin Fund	R0008096		2,120.49	193.60
02/09/19	Receipt	Capital Works Fund	RA008096		193.60	0.00
30/09/19	Invoice	01/11/19 To 31/01/20	I0012185	2,120.49		2,120.49
30/09/19	Invoice	01/11/19 To 31/01/20	I0012420	193.60		2,314.09
01/11/19	Receipt	Admin Fund	R0008315		2,120.49	193.60
01/11/19	Receipt	Capital Works Fund	RA008315		193.60	0.00
18/12/19	Invoice	01/02/20 To 30/04/20	I0012655	2,120.49		2,120.49
18/12/19	Invoice	01/02/20 To 30/04/20	I0012890	193.60		2,314.09
				\$16,198.63	\$13,884.54	\$2,314.09

Strata Plan No. 72381

BALANCE SHEET

AS AT 4 FEBRUARY 2020

<u>OWNERS FUNDS</u>	ACTUAL 04/02/20	ACTUAL 31/07/19
Administrative Fund	682,861.12	834,522.84
Capital Works Fund	3,136,864.90	3,100,368.73
<u>TOTAL</u>	\$ 3,819,726.02	\$ 3,934,891.57

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	3,725,759.26	771,725.82
Term Deposit 1	0.00	2,500,000.00
Term Deposit 2	0.00	500,000.00
Levies In Arrears	346,663.59	128,931.82
Other Arrears	7,092.70	6,009.56
Interest On Overdue Levies	24,886.88	22,745.50
Prepaid Expenses	0.00	242,832.43
Sundry Debtors	0.00	108,712.49
Fixed Assets	15,323.52	15,323.52

<u>TOTAL ASSETS</u>	4,119,725.95	4,296,281.14
----------------------------	---------------------	---------------------

LIABILITIES

G S T Clearing A/C	19,117.73	(7,404.30)
P A Y G Clearing A/C	11,251.00	0.00
Creditors	217,231.28	25,880.28
Accrued Expenses	0.00	93,840.00
Renovation Bonds	37,500.00	32,500.00
Levies In Advance	14,899.92	216,234.24
Other Payments In Advance	0.00	5.50
Sundry Creditors	0.00	333.85

<u>TOTAL LIABILITIES</u>	299,999.93	361,389.57
---------------------------------	-------------------	-------------------

<u>NET ASSETS</u>	\$ 3,819,726.02	\$ 3,934,891.57
--------------------------	------------------------	------------------------

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2019 TO 4 FEBRUARY 2020

<u>ADMINISTRATIVE FUND</u>	ACTUAL 01/08/19-04/02/20	BUDGET 01/08/19-31/07/20	%	ACTUAL 01/08/18-31/07/19
<u>INCOME</u>				
Levies - Contributions	1,445,790.64	1,927,721.40	75.00	1,927,721.09
Levies - Contrib. Discounts	0.15	0.00	0.00	0.00
Collection Charges	5,389.09	0.00	0.00	6,592.54
Key Deposits	90.91	0.00	0.00	0.00
Site Administration Income	20,590.90	0.00	0.00	39,617.40
Sundry Income	0.30	0.00	0.00	0.00
Interest On Overdue Levies	7,690.98	0.00	0.00	15,296.58
Search Fees	0.00	0.00	0.00	217.00
Certificate Fees	436.00	0.00	0.00	545.00
<u>TOTAL INCOME</u>	1,479,988.97	1,927,721.40		1,989,989.61
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	5,800.00	0.00	5,775.00
Bank Charges	841.60	300.00	280.53	250.60
Budget Adjustment	0.00	(154,035.60)	0.00	0.00
Certificate Fees	40,400.98	0.00	*****	545.00
Caretaking / Building Manager	89,368.00	213,000.00	41.96	206,992.00
Caretaking - Expenses	2,489.04	9,000.00	27.66	8,100.93
Collection Charges	4,994.82	0.00	*****	7,387.54
Cleaning	26,366.20	88,000.00	29.96	88,206.91
Gardening	1,019.55	2,450.00	41.61	2,413.81
Consultancy Fees	5,450.00	0.00	*****	1,749.00
Fire Protection	231,599.50	30,000.00	772.00	29,314.37
Gym	4,138.64	0.00	*****	16,893.37
Equipment Rental	691.12	17,000.00	4.07	0.00
Gas Usage	17,612.68	35,000.00	50.32	34,947.99
Insurances	204,380.27	180,000.00	113.54	148,077.51
Insurance Stamp Duty	19,487.28	17,130.00	113.76	13,929.97
Key Refunds	100.00	0.00	*****	0.00
Legal Fees	17,605.47	5,000.00	352.11	400.50
Legal Fees - Litigation	167.27	0.00	*****	0.00
Levies To Others	475,960.49	110,000.00	432.69	107,395.05
World Tower BMC	188,398.26	740,000.00	25.46	709,056.00
Lift Maintenance	49,332.43	80,000.00	61.67	71,827.62
Strata Manager Fees	27,426.99	54,875.00	49.98	52,262.12
Strata Manager Disbursements	9,561.32	25,850.00	36.99	25,849.94
Professional Services	10,252.50	6,000.00	170.88	4,562.50
Pest Control	3,292.73	5,800.00	56.77	5,760.00
Repairs	1,111.00	0.00	*****	0.00
Search Fees	0.00	0.00	0.00	217.00
Security	31,714.15	260,000.00	12.20	0.00
Service Equipment	1,590.40	0.00	*****	0.00
Stationery	492.76	0.00	*****	0.00
R & M - Air Conditioning	252.67	20,000.00	1.26	15,893.38
R & M - Amenities	1,669.71	3,450.00	48.40	3,416.20

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2019 TO 4 FEBRUARY 2020

EXPENDITURE - ADMIN. FUND (Continued)	ACTUAL	BUDGET	%	ACTUAL
	01/08/19-04/02/20	01/08/19-31/07/20		01/08/18-31/07/19
R & M - Bmu	0.00	2,000.00	0.00	1,955.50
R & M - Cleaning	7,139.40	0.00	*****	0.00
R & M - Cleaning Carpets	10,076.94	11,000.00	91.61	8,835.92
R & M - Cleaning Windows	0.00	35,200.00	0.00	18,177.36
R & M - Cleaning Materials	267.00	1,000.00	26.70	801.00
R & M - Electrical	6,770.83	11,000.00	61.55	10,901.90
R & M - Garage Door	0.00	2,500.00	0.00	2,240.00
R & M - General Maintenance	6,350.36	0.00	*****	0.00
R & M - General Repairs	17,659.86	40,000.00	44.15	35,004.69
R & M - Globes & Tubes	0.00	3,500.00	0.00	3,550.93
R & M - Hot Water Service	17,356.00	4,000.00	433.90	3,802.34
R & M - Intercoms	0.00	600.00	0.00	545.54
R & M - Keys/Locks	4,745.00	6,500.00	73.00	6,630.00
R & M - Plumbing	5,273.85	25,000.00	21.10	22,939.07
R & M - Pool	7,128.70	20,000.00	35.64	19,731.01
R & M - Signage	292.30	2,000.00	14.62	3,872.78
R & M - Waste Removal	515.00	200.00	257.50	160.00
Sundry Expenses	5,960.00	0.00	*****	0.00
Security	71,826.46	0.00	*****	257,153.16
Telephone	2,521.16	8,600.00	29.32	8,557.80
<u>TOTAL EXPENDITURE</u>	<u>1,631,650.69</u>	<u>1,927,719.40</u>		<u>1,966,083.31</u>
<u>SURPLUS (DEFICIT)</u>	<u>\$ (151,661.72)</u>	<u>\$ 2.00</u>		<u>\$ 23,906.30</u>
Opening Balance	834,522.84	834,522.84	100.00	810,616.54
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 682,861.12</u>	<u>\$ 834,524.84</u>		<u>\$ 834,522.84</u>

***** amount not budgeted for

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2019 TO 4 FEBRUARY 2020

<u>CAPITAL WORKS FUND</u>	ACTUAL 01/08/19-04/02/20	BUDGET 01/08/19-31/07/20	%	ACTUAL 01/08/18-31/07/19
<u>INCOME</u>				
Levies - Contributions	132,000.00	176,000.00	75.00	176,000.00
Levies - Contrib. Discounts	0.39	0.00	0.00	0.00
Interest	19,215.07	0.00	0.00	76,360.40
<u>TOTAL INCOME</u>	151,215.46	176,000.00		252,360.40
<u>EXPENDITURE - CAPITAL WORKS</u>				
Asset Replacements	0.00	0.00	0.00	4,400.00
Air Conditioning	(2,450.00)	0.00	0.00	74,629.32
Depreciation	0.00	0.00	0.00	3,830.88
Fire Services	0.00	0.00	0.00	7,090.00
Lighting & Electrical	0.00	0.00	0.00	4,125.00
Improvement To Common Property	100,319.29	176,000.00	57.00	37,117.97
Consultancy Fees	0.00	40,000.00	0.00	27,645.68
Instalment Tax - Dnp	16,850.00	0.00	*****	0.00
Income Tax	0.00	0.00	0.00	22,609.00
Plumbing Repairs	0.00	0.00	0.00	6,283.13
<u>TOTAL EXPENDITURE</u>	\$ 114,719.29	\$ 216,000.00		\$ 187,730.98
<u>SURPLUS (DEFICIT)</u>	\$ 36,496.17	\$ (40,000.00)		\$ 64,629.42
Opening Balance	3,100,368.73	3,100,368.73	100.00	3,035,739.31
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 3,136,864.90	\$ 3,060,368.73		\$ 3,100,368.73

***** amount not budgeted for

Strata Plan No. 72381

LOT BALANCE REPORT

04 February 2020

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
1	4907	0.00	0.00	0.00	0.00
2	4908	-3,160.74	-290.40	0.00	-3,451.14
3	4909	0.00	0.00	0.00	0.00
4	4910	0.00	0.00	0.00	0.00
5	5001	0.00	0.00	0.00	0.00
6	5002	0.00	0.00	11.41	11.41
7	5003	0.00	0.00	0.00	0.00
8	5004	0.00	0.00	0.00	0.00
9	5005	0.00	0.00	0.00	0.00
10	5006	0.00	0.00	0.00	0.00
11	5007	0.00	0.00	0.00	0.00
12	5008	3,233.75	295.24	0.00	3,528.99
13	5009	0.00	0.00	0.00	0.00
14	5010	6,891.60	629.20	100.29	7,621.09
15	3901	3,074.72	280.72	31.26	3,386.70
16	3902	1,590.37	145.20	0.00	1,735.57
17	3903	0.00	0.00	0.00	0.00
18	3904	0.00	0.00	0.00	0.00
19	3905	0.00	0.00	32.13	32.13
20	3906	0.00	0.00	0.00	0.00
21	3907	1,537.36	140.36	0.00	1,677.72
22	3908	0.00	0.00	0.00	0.00
23	3909	3,127.73	285.56	0.00	3,413.29
24	3910	1,643.38	150.04	0.00	1,793.42
25	3911	0.00	0.00	0.00	0.00
26	3912	2,023.72	188.76	0.00	2,212.48
27	3913	0.00	0.00	0.00	0.00
28	4001	0.00	0.00	0.00	0.00
29	4002	0.00	0.00	0.00	0.00
30	4003	0.00	0.00	0.00	0.00
31	4004	0.00	0.00	0.00	0.00
32	4005	0.00	0.00	0.00	0.00
33	4006	0.00	0.00	0.00	0.00
34	4007	0.00	0.00	0.00	0.00
35	4008	738.67	0.00	0.00	738.67
36	4009	3,127.73	285.56	0.00	3,413.29
37	4010	0.00	0.00	18.18	18.18
38	4011	2,226.52	203.28	0.00	2,429.80
39	4012	0.00	0.00	0.00	0.00
40	4013	1,537.36	140.36	0.00	1,677.72
41	4101	3,127.73	285.56	30.86	3,444.15
42	4102	1,644.86	150.04	0.03	1,794.93
43	4103	0.00	0.00	0.00	0.00
44	4104	0.00	0.00	0.00	0.00
45	4105	1,484.35	135.52	0.00	1,619.87
46	4106	0.00	0.00	0.00	0.00
47	4107	0.00	0.00	0.00	0.00
48	4108	2,594.89	159.72	2.08	2,756.69
49	4109	3,180.74	290.40	0.00	3,471.14

Strata Plan No. 72381

LOT BALANCE REPORT

04 February 2020

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
50	4110	0.00	0.00	0.00	0.00
51	4111	2,226.52	203.28	0.00	2,429.80
52	4112	0.00	0.00	0.00	0.00
53	4113	0.00	0.00	0.00	0.00
54	4201	0.00	0.00	0.00	0.00
55	4202	1,643.38	150.04	0.00	1,793.42
56	4203	1,431.33	130.68	0.00	1,562.01
57	4204	2,067.48	188.76	0.00	2,256.24
58	4205	1,484.35	135.52	0.00	1,619.87
59	4206	0.00	0.00	0.00	0.00
60	4207	0.00	0.00	0.00	0.00
61	4208	0.00	0.00	34.06	34.06
62	4209	0.00	0.00	0.00	0.00
63	4210	0.00	0.00	0.00	0.00
64	4211	0.00	0.00	0.00	0.00
65	4212	0.00	0.00	0.00	0.00
66	4213	0.00	0.00	0.00	0.00
67	4301	20,841.14	1,548.80	7,943.62	30,333.56
68	4302	1,643.38	150.04	0.00	1,793.42
69	4303	0.00	0.00	0.00	0.00
70	4304	3,760.04	377.52	52.90	4,190.46
71	4305	4,028.94	367.84	114.09	4,510.87
72	4306	0.00	0.00	0.00	0.00
73	4307	0.00	0.00	0.00	0.00
74	4308	0.00	0.00	0.00	0.00
75	4309	2.42	0.00	0.00	2.42
76	4310	13,472.71	1,219.68	540.36	15,232.75
77	4311	2,226.52	203.28	0.00	2,429.80
78	4312	0.00	0.00	0.00	0.00
79	4401	4,028.94	367.84	61.52	4,458.30
80	4402	1,696.39	154.88	4.06	1,855.33
81	4403	0.00	0.00	0.00	0.00
82	4404	2,069.95	188.76	0.01	2,258.72
83	4405	0.00	0.00	0.00	0.00
84	4406	0.00	0.00	0.00	0.00
85	4407	0.00	0.00	0.00	0.00
86	4408	0.00	0.00	0.00	0.00
87	4409	2,279.53	208.12	0.00	2,487.65
88	4410	2,332.54	212.96	0.00	2,545.50
89	4411	0.00	0.00	0.00	0.00
90	4412	0.00	0.00	0.00	0.00
91	4501	0.00	0.00	0.00	0.00
92	4502	0.00	0.00	0.00	0.00
93	4503	0.00	0.00	0.00	0.00
94	4504	0.00	0.00	0.00	0.00
95	4505	2,025.92	183.92	0.14	2,209.98
96	4506	0.00	0.00	0.00	0.00
97	4507	1,855.43	169.40	0.00	2,024.83
98	4508	-0.80	0.00	0.00	-0.80

Strata Plan No. 72381

LOT BALANCE REPORT

04 February 2020

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
99	4509	0.00	0.00	0.00	0.00
100	4510	0.00	0.00	0.00	0.00
101	4511	0.00	0.00	0.00	0.00
102	4512	6,497.03	580.80	503.69	7,581.52
103	4601	0.00	0.00	0.00	0.00
104	4602	0.00	0.00	0.00	0.00
105	4603	0.00	0.00	0.00	0.00
106	4604	0.00	0.00	0.00	0.00
107	4605	-118.92	0.00	0.00	-118.92
108	4606	0.00	0.00	0.00	0.00
109	4607	0.00	0.00	0.00	0.00
110	4608	0.00	0.00	0.00	0.00
111	4609	2,067.48	188.76	0.00	2,256.24
112	4610	0.00	0.00	0.00	0.00
113	4611	0.00	0.00	0.00	0.00
114	4612	2,120.49	193.60	0.00	2,314.09
115	4701	0.00	0.00	0.00	0.00
116	4702	1,696.39	154.88	0.00	1,851.27
117	4703	1,537.36	140.36	0.00	1,677.72
118	4704	2,014.47	183.92	0.00	2,198.39
119	4705	0.00	0.00	0.00	0.00
120	4706	1,643.38	150.04	0.00	1,793.42
121	4707	1,855.43	169.40	0.00	2,024.83
122	4708	0.00	0.00	0.00	0.00
123	4709	0.00	0.00	0.00	0.00
124	4710	2,279.53	208.12	0.00	2,487.65
125	4711	0.00	0.00	0.00	0.00
126	4712	2,120.49	193.60	0.00	2,314.09
127	4801	0.00	0.00	0.00	0.00
128	4802	0.00	0.00	0.00	0.00
129	4803	1,537.36	140.36	0.00	1,677.72
130	4804	2,014.47	183.92	0.00	2,198.39
131	4805	0.00	0.00	0.00	0.00
132	4806	0.00	0.00	0.00	0.00
133	4807	1,855.43	169.40	24.79	2,049.62
134	4808	0.00	0.00	0.00	0.00
135	4809	0.00	0.00	0.00	0.00
136	4810	0.00	0.00	0.00	0.00
137	4811	0.00	0.00	0.00	0.00
138	4812	0.00	0.00	0.00	0.00
139	4901	3,074.72	280.72	0.00	3,355.44
140	4902	0.00	0.00	1,776.00	1,776.00
141	4903	0.00	0.00	0.00	0.00
142	4904	0.00	0.00	0.00	0.00
143	4905	0.00	0.00	0.00	0.00
144	4906	0.00	0.00	0.00	0.00
146	5808	2,438.57	222.64	0.00	2,661.21
147	5809	0.00	0.00	0.00	0.00
148	5810	-454.65	0.00	0.00	-454.65

Strata Plan No. 72381

LOT BALANCE REPORT

04 February 2020

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
149	5901	0.00	0.00	0.00	0.00
150	5902	0.00	0.00	0.00	0.00
151	5903	2,089.37	188.76	0.56	2,278.69
152	5904	2,332.54	212.96	0.00	2,545.50
153	5905	0.00	0.00	0.00	0.00
154	5906	2,279.53	208.12	156.70	2,644.35
155	5907	3,551.82	324.28	0.00	3,876.10
156	5908	0.00	0.00	0.00	0.00
157	5909	4,187.97	382.36	0.00	4,570.33
158	5910	0.00	0.00	0.00	0.00
159	5101	0.00	0.00	0.00	0.00
160	5102	0.00	0.00	0.00	0.00
161	5103	-4,117.22	-377.52	0.00	-4,494.74
162	5104	0.00	0.00	0.00	0.00
163	5105	2,226.52	203.28	0.00	2,429.80
164	5106	0.00	0.00	0.00	0.00
165	5107	0.00	0.00	0.00	0.00
166	5108	0.00	0.00	0.00	0.00
167	5109	0.00	0.00	0.00	0.00
168	5110	0.00	0.00	19.87	19.87
169	5201	-40.18	0.00	0.00	-40.18
170	5202	3,925.29	358.16	59.52	4,342.97
171	5203	2,067.48	188.76	0.00	2,256.24
172	5204	0.00	0.00	0.00	0.00
173	5205	4,585.83	416.24	107.48	5,109.55
174	5206	-4.70	0.00	0.00	-4.70
175	5207	3,127.02	285.56	0.00	3,412.58
176	5208	6,573.52	600.16	95.93	7,269.61
177	5209	0.00	0.00	0.00	0.00
178	5210	0.00	0.00	0.00	0.00
179	5301	-47.05	0.00	0.00	-47.05
180	5302	3,822.79	225.42	237.58	4,285.79
181	5303	0.00	0.00	0.00	0.00
182	5304	0.00	0.00	0.00	0.00
183	5305	4,559.06	416.24	68.21	5,043.51
184	5306	0.00	0.00	0.00	0.00
185	5307	0.00	0.00	0.00	0.00
186	5308	10,169.47	900.24	280.43	11,350.14
187	5309	0.00	0.00	0.00	0.00
188	5310	3,816.89	348.48	0.00	4,165.37
189	5401	-7.35	0.00	0.00	-7.35
190	5402	0.00	0.00	0.00	0.00
191	5403	0.00	0.00	0.00	0.00
192	5404	0.00	0.00	0.00	0.00
193	5405	0.00	0.00	0.00	0.00
194	5406	2,332.54	212.96	23.01	2,568.51
195	5407	3,180.74	290.40	31.38	3,502.52
196	5408	3,353.76	304.92	0.00	3,658.68
197	5409	0.00	0.00	0.00	0.00

Strata Plan No. 72381

LOT BALANCE REPORT

04 February 2020

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
198	5410	3,869.90	353.32	86.50	4,309.72
199	5501	3,445.80	314.60	0.00	3,760.40
200	5502	1,961.46	179.08	0.00	2,140.54
201	5503	2,120.49	193.60	0.00	2,314.09
202	5504	0.00	0.00	10.74	10.74
203	5505	2,279.53	208.12	0.00	2,487.65
204	5506	0.00	0.00	0.00	0.00
205	5507	0.00	0.00	0.00	0.00
206	5508	0.00	0.00	0.00	0.00
207	5509	2,332.54	212.96	0.00	2,545.50
208	5510	0.00	0.00	0.00	0.00
209	5601	3,604.84	329.12	93.89	4,027.85
210	5602	0.00	0.00	0.00	0.00
211	5603	0.00	0.00	0.00	0.00
212	5604	-1,926.09	-709.60	0.00	-2,635.69
213	5605	0.00	0.00	363.00	363.00
214	5606	0.00	0.00	0.00	0.00
215	5607	0.00	0.00	0.00	0.00
216	5608	-3,339.78	-304.92	0.00	-3,644.70
217	5609	9,754.28	890.56	703.72	11,348.56
218	5610	0.00	0.00	0.00	0.00
219	5701	0.00	0.00	0.00	0.00
220	5702	0.00	0.00	0.00	0.00
221	5703	0.00	0.00	0.00	0.00
222	5704	0.00	0.00	0.00	0.00
223	5705	48,029.16	4,385.04	17,283.68	69,697.88
224	5706	0.00	0.00	0.00	0.00
225	5707	0.00	0.00	0.00	0.00
226	5708	0.00	0.00	0.00	0.00
227	5709	0.00	0.00	0.00	0.00
228	5710	0.00	0.00	0.00	0.00
229	5801	0.00	0.00	0.00	0.00
230	5802	2,385.56	217.80	0.00	2,603.36
231	5803	0.00	0.00	0.00	0.00
232	5804	0.00	0.00	0.00	0.00
233	5805	0.00	0.00	0.00	0.00
234	5806	21,673.11	1,873.08	1,075.90	24,622.09
235	5807	0.00	0.00	0.00	0.00
236		53.01	4.84	0.00	57.85
Total		\$305,129.33	\$26,634.34	\$31,979.58	\$363,743.25

1 May, 2015

The Owner
SP – 72381
World Tower Mid Rise
93 Liverpool Street
Sydney, NSW 2000

**SP – 72381, WORLD TOWER MID RISE, 93 LIVERPOOL STREET, SYDNEY
MINUTES OF AN ANNUAL GENERAL MEETING & EXECUTIVE COMMITTEE MEETING**

Dear Owner,

As the managing agents for your strata scheme, we write to all owners and attach a copy of the minutes of the recently held Annual General Meeting and Executive Committee Meeting.

We confirm the meetings went ahead on Wednesday, 29 April, 2015, with all main items being attended to.

In addition we enclose your levy notice for the 1 May, 2015 - 31 July, 2015 quarter.

We inform all owners that 30 days grace is provided for payment of the enclosed levy.

We hereby inform you that the next Executive Committee Meeting is to be held on Wednesday, 10 June, 2015 and as an Owner, you will be invited closer to the date to take an active roll in the meeting.

Finally, if you would prefer to receive general meeting notices and minutes via e-mail, please complete the enclosed "Notice of E-mail Address" form and return to our office.

Should you have any questions or queries, please do not hesitate to contact myself on either (02) 8203 3111, 0404 374 157 or peter@changestrata.com.au.

Yours Faithfully,
CHANGE STRATA MANAGEMENT



peter domazetovski
senior portfolio manager



**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

An Annual General Meeting of The Owners – Strata Plan No. 72381 was held on Wednesday, 29 April, 2015 in the Theatre, Level 38, 93 Liverpool Street, Sydney, NSW 2000. The meeting commenced at 6:45pm.

PRESENT:

Ms Guo Cheng (Lot 1), Xiuyan Li (Lot 24), Mr W Hau (Lot 30), Mr B McLaren (Lot 45), Li Shen (Lot 65), Mr C Bailey (Lot 84), Ms Z Kruze (Lot 91), Mr T Lee (Lot 106), Jiling Lu (Lot 124), Zhian Chen (Lot 128), Mr F Wu (Lot 159), Mr F Xiang Zhu (Lot 168), Mr Shuilin Yu (Lot 169), Mr P E Rodgers (Lot 212), Mr K H Ong (Lot 218)

PRESENT BY PROXY:

H Chen (Lot 10), Ms B Radhakrishnan (Lots 11 & 134), Jeong Han Lee (Lot 59), Yongjian Hung & Ling Ee Tay (Lots 75 & 100), Jun Gao (Lot 90), Mr M Pascoe (Lot 120), Shun Ying Li & Yi Fan Yang (Lot 123), Danh H Nguyen & May S Chin (Lot 133), Ms Kwan Fu T Au (Lot 177), Hong Chen (Lot 190), Chunyong Hu & Linwei Qu (Lot 196), Cai Fang Zhang & Jin Lin Chen (Lot 198), Fady Emile Haddad (Lot 203), Ying Lin (Lot 215), Jianping Jin (Lot 216), Oh Ro & Kye Woon Kwon (Lot 220), Guo Qiang Wu (Lot 235) – Proxies to Mr K H Ong

Mr A & Mr K Huber (Lot 49), Mr H J & Mrs V A Reihcle (Lot 103), Cheng T S, Shyne B, & Y M Wu (Lot 109), Yanjue Wang (Lot 122), Mrs F & Mr K Zakhia (Lot 130), Mr M Tong (Lot 156), Mr P O Bassin (Lot 192) – Proxies to Mr C Lee

Hu Xin Dong & Lan Qing Lin (Lot 92), Jing Zhao (Lot 113), Ou Bo Hu (Lot 153) – Proxies to Mr T T L Lee

Mr E Sidyanto (Lot 44), Mr G Djuhari (Lot 139) – Proxies to Mr P E Rodgers

Dr L Wantiez (Lot 162), Dan Ma (Lot 166) – Proxies to Mr F Wu

Li Lu (Lot 23) – Proxy to Mr C Chu

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

Ms Suet Kuen A Lam (Lot 115) – Proxy to Mr N Hiu Ngai Chan

IN ATTENDANCE:

Mr G Srivastava (Lot 76), Shui Ying Yu (Lot 79), Shui Lin Yu (Lot 189)

Xiufeng Bao & Zhiya Hu (Lot 41), Ji Hyun Pyun (Lot 97),
Zhejing Bao (Lot 194), Zhiya Hu (Lot 195) – Proxies to
Mr K H Ong

Mr M Domazetovski & Mr P Domazetovski (Change Strata
Management Pty Limited)

Mr M Maher & Ms S Tu (Brookfield Johnson Controls Pty Ltd)

Mr C Lee (Goldfields Real Estate Pty Ltd)

CHAIRPERSON:

Mr K H Ong

SECRETARY (ACTING):

Mr P Domazetovski (Change Strata Management Pty Limited)

Please Note: - Prior to the official opening of the meeting, the Chairman Mr Ong informed the meeting of the Owners Corporation's successful defects claim at the Supreme Court where the Owners Corporation were awarded over \$4million as well as costs associated with legals, expert consultants as well as interest.

In relation to the caretaker agreement, final judgement remains outstanding.

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last general meeting held on Tuesday, 21 January, 2014 be confirmed as a true record of the proceedings at that meeting.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

2. INSURANCES:

- 2.1 RESOLVED that the Owners Corporation confirms its current insurance policy in effect.
- 2.2 RESOLVED that the insurances of the Owners Corporation not be extended to include additional optional insurances not selected.

3. ADDITIONAL RESTRICTIONS ON THE EXECUTIVE COMMITTEE:

- 3.1 RESOLVED that a restriction of \$75,000 on expenditure be imposed on the Executive Committee in addition to those restrictions currently imposed by Section 21 (2) of the Act. Expenditure over \$75,000 requires at least 2 proposals be received and a general meeting of the Owners Corporation be convened. The restriction increases to \$150,000 for proposed painting works.

NOTED that the meeting also discussed the possible placement of a restriction on level 38/foyer works. As prices have not been obtained and as the proposed works are not anticipated to take place prior to the next Annual General Meeting, the placement of any restriction on this expenditure was deferred to the next Annual General Meeting.

4. APPOINTMENT OF AN AUDITOR:

- 4.1 RESOLVED that Kelly + Partners be appointed to audit the strata plan's financial statements for the financial year ending 31 July, 2015.

5. EXPENDITURE LIMITS:

- 5.1 RESOLVED that the restriction in Section 80A of the Act that the Executive Committee be limited from spending more than 10% over any single budget item be removed.
- 5.2 RESOLVED that pursuant to Section 80A of the Act, the Executive Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

6. FINANCIAL STATEMENTS AND BUDGET FOR 2014-15:

- 6.1 RESOLVED that the financial statements for the period ending 31 July, 2014 be adopted.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 6.2 RESOLVED that the estimated budget for the administration and sinking funds be adopted.

7. LEVY CONTRIBUTIONS:

- 7.1 RESOLVED that contributions to the administrative fund are estimated in accordance with section 75(1) of the Act and determined in accordance with section 76(1) of the Act at \$2,340,592 + GST.
- 7.2 RESOLVED that the administrative fund contributions be paid in installments being:
- i) Installment 1 of \$597,648 + GST due and payable on 1 August, 2014 (already raised); &
 - ii) Installment 2 of \$597,648 + GST due and payable on 1 November, 2014 (already raised); &
 - iii) Installment 3 of \$597,648 + GST due and payable on 1 February, 2015; (already raised); &
 - iv) Installment 4 of \$547,648 + GST due and payable on 1 May, 2015.
- 7.3 RESOLVED that contributions to the sinking fund are estimated in accordance with section 75(2) of the Act and determined in accordance with section 76(1) of the Act at \$50,000 + GST.
- 7.4 RESOLVED that the sinking fund contributions be paid in installments being:
- i) Installment 1 of \$0 + GST due and payable on 1 August, 2014 (already raised); and
 - ii) Installment 2 of \$0 + GST due and payable on 1 November, 2014 (already raised); and
 - iii) Installment 3 of \$0 + GST due and payable on 1 February, 2015 (already raised); and
 - iv) Installment 4 of \$50,000 + GST due and payable on 1 May, 2015.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 7.5 RESOLVED that following resolutions 8.2 and 8.4, the administration fund contributions be continued at quarterly intervals until further determined.

8. RECOVERY OF OUTSTANDING LEVIES:

- 8.1 RESOLVED that the owners corporation authorises the strata managing agent to take the following steps in order to recover outstanding contributions:
- i) Issue a reminder notice 35 after days of the date upon which the contribution falls due.
 - ii) Issue a first letter of demand 45 after days of the contribution falling due.
 - iii) Issue a second letter of demand 60 after days of the contribution falling due.
 - iv) Instruct J S Mueller & Co Solicitors to recover the contribution, interest on the contribution and any expenses recoverable pursuant to s80 of the Strata Schemes Management Act 1996 including, but not limited to, issuing a letter of demand, commencing any court proceedings, obtaining any court order or judgement, and taking any steps to enforce a judgement or court order including commencing bankruptcy or winding up proceedings.
- 8.2 RESOLVED that the authorisation hereby given may be varied or withdrawn by the executive committee or any member of the executive committee appointed for that purpose.

9. AMENDMENT TO BUILDING MANAGEMENT AGREEMENT WITH BROOKFIELD JOHNSON CONTROLS PTY LTD:

- 9.1 RESOLVED that The Owners - Strata Plan No. 72381 ratify amendments to the Building Management agreement with Brookfield Johnson Controls Pty Ltd.

10. AMENDMENT TO SPECIAL BY-LAW 7: DELIVERY OF PACKAGES

- 10.1 SPECIALLY RESOLVED that The Owners - Strata Plan No. 72381 pursuant to section 47 of the Strata Schemes Management Act 1996 ("the Act") amend Special By-law No.7 by replacing it in the following terms and that notification of this change to the by-laws be lodged for registration in accordance with

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY

section 48 of the Act at the Registrar-General's Office:

SPECIAL BY-LAW No. 7: DELIVERY OF PACKAGES

Definitions:

7.1 In this By-law the following terms are define to mean:

- (a) **"Act"** means the *Strata Schemes Management Act 1996*.
- (b) **"Building"** means that part of the building as comprised in Strata Plan No. 72381 located at World Tower, 93 Liverpool Street, Sydney.
- (c) **"Caretaker"** means the caretaker of World Tower Mid Rise and includes the building manager, security personal or any other staff member employed by the said caretaker or World Tower Mid Rise.
- (d) **"Lot"** means each and every lot in the Strata Scheme.
- (e) **"Occupier"** means any lessee, licensee or tenant of a Lot.
- (f) **"Owner"** means n owner of a respective Lot.
- (g) **"Owners Corporation"** means The Owners – Strata Plan No. 72381.
- (h) **"Package"** means any wrapped, boxed or enveloped object or group of objects including any goods, appliances, documentation or the like.
- (i) **"Reception Area"** means the Caretaker's reception area located on Level 38 of World Tower Mid Rise.
- (j) **"Strata Scheme"** means the strata scheme relating to Strata Plan No. 72381 located in the World Tower at 93 Liverpool Street, Sydney.
- (k) **"World Tower"** means the World Tower complex comprised in lots 801 to 803 (inclusive) in Deposited Plan 1057924.
- (l) **"World Tower Mid Rise"** means lot 802 of World Tower.

7.2 Words Importing:

- (a) The singular include the plural an vice versa; and
- (b) A gender includes any gender.

7.3 Words defined in the Act have the meaning given to them in the Act.

7.4 A reference to a statute, regulation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Delivery of Packages

- 7.5 An Owner or Occupier of a Lot must not leave or cause to be left at the Reception Area any Package of which the Owner or Occupier or any other Owner or Occupier is the intended recipient.
- 7.6 The Caretaker may, in its absolute discretion, refuse to accept any Package at the Reception Area which Package is intended for delivery to any Owner or Occupier in the Building.

Disposal of Packages

- 7.7 Where a Package is left at the Reception Area or in the involuntary custody of the Caretaker, the Caretaker shall be entitled in its absolute discretion to:
- (a) Return or forward such Package to its sender, Australia Post or to the local Police Station whichever is the most suitable addressee in the circumstances; or
 - (b) Dispose of the Package.

Notification of By-Law to Occupiers

- 7.8 An Owner of a Lot has a duty to inform his or her Occupiers of the respective Lot that the terms of this By-Law are in force.

Liability

- 7.9 In relation to any Package which has been left or caused to be left by an Owner or an Occupier in the custody of the Caretaker or at the Reception Area, the Owners Corporation or Caretaker will not be liable:
- (a) For the destruction or loss of such Package and the Owner or Occupier who leaves or causes it to be left at the Reception Area or in the custody of the Caretaker shall do so at his or her own risk; or
 - (b) To inform an Owner or an Occupier who is the intended recipient of the Package or the sender of such Package that it has been returned or forwarded to an addressee referred to in paragraph 7.7 hereto.

Indemnity

- 7.10 An Owner or Occupier of a Lot shall indemnify the Owners Corporation against any costs incurred by it in having to arrange for the return or delivery of any Package which is left at the Reception Area or in the custody of the Caretaker to an addressee referred to in paragraph 7.7 hereto, which costs may include courier, postal or packaging charges (whether national or international) and Caretaker service fees.

NOTED that no owner present in person or proxy and entitled to vote voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the amended motion, the motion was SPECIALLY RESOLVED.

11. MOTION TO AUTHORISE WORKS TO COMMON PROPERTY:

- 11.1 SPECIALLY RESOLVED that The Owners Corporation authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out the Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Owner.

***Note** in accordance with section 65A(4) of the Strata Schemes Management Act 1996 this resolution has no effect unless:*

- (a) the owners corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and*
- (b) the owners corporation makes such a by-law.*

In this motion:

Conditions means the provisions of the Proposed By-Law;

Lot means the Lot as defined in the Proposed By-Law;

Owner means the Owner as defined in the Proposed By-Law;

Proposed By-Law means the proposed by-law in Annexure C to the document headed "Proposed Change of By-Laws – Special By-Law 37" annexed to the agenda for this meeting; and

ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY

Works means works permitted or required to be done by the Owner in accordance with the Proposed By-Law.

NOTED that no owner present in person or proxy and entitled to vote voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the amended motion, the motion was SPECIALLY RESOLVED.

12. SPECIAL BY-LAW 37 – BY-LAW REGARDING WORKS TO COMMON PROPERTY:

- 12.1 SPECIALLY RESOLVED that The Owners Corporation make a by-law to which Division 4 of Part 5 of the Strata Schemes Management Act 1996 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 48 of the Strata Schemes Management Act 1996.

Note in accordance with section 52(1)(a) of the Strata Schemes Management Act 1996 the Owners Corporation may only make, amend or repeal the Proposed By-Law with the written consent of the owner or owners of the lot or lots concerned.

In this motion:

Proposed By-Law means the proposed by-law in **Annexure C** to the document headed "Proposed Change of By-Laws – Special By-Law 37" annexed to the agenda for this meeting.

NOTED that no owner present in person or proxy and entitled to vote voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the amended motion, the motion was SPECIALLY RESOLVED.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

13. INSTALLATION OF BIKE RACKS:

- 13.1 SPECIALLY RESOLVED that the Owners Corporation of Strata Plan No. 72381 pursuant to Section 65(A) of the Strata Schemes Management Act 1996 approve to install bike racks.

NOTED that no owner present in person or proxy and entitled to vote voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the amended motion, the motion was SPECIALLY RESOLVED.

14. EXECUTIVE COMMITTEE:

- 14.1 RESOLVED that written and oral nominations be received at this meeting for election to the Executive Committee from:

Mr T T L Lee	(Lot 106)
Mr F Wu	(Lot 159)
Mr P E Rodgers	(Lot 212)
Mr K H Ong	(Lot 218)

- 14.2 NOTED that no candidates for election to the Executive Committee disclosed connections with the original owner / developer or Caretaker in accordance with the Act.

- 14.3 RESOLVED that the number of members of the Executive Committee be Four (4).

- 14.4 RESOLVED that the members of the Executive Committee be:

Mr T T L Lee	(Lot 106)
Mr F Wu	(Lot 159)
Mr P E Rodgers	(Lot 212)
Mr K H Ong	(Lot 218)

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY

15. NOMINATIONS TO WORLD TOWER BUILDING MANAGEMENT COMMITTEE:

- 15.1 SPECIALLY RESOLVED that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr P Rodgers as their Representative and Mr K Ong as their Substitute Representative to the World Tower Building Management Committee constituted under that Act and the Strata Management Statement.

16. NOMINATIONS TO WORLD SQUARE BUILDING MANAGEMENT COMMITTEE:

- 16.1 SPECIALLY RESOLVED that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr F Wu as their Representative and Mr P Rodgers as their Substitute Representative to the World Square Building Management Committee constituted under that Act and the Strata Management Statement.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:10pm.

Chairperson

Date

NOTED that following the conclusion of the Annual General Meeting, the owners present discussed the need to hold a get-together for all owners. The proposal is to hold a function with some drinks and food on Friday, 12 June, 2015 on level 38 commencing at 6.30pm.

**MINUTES OF AN EXECUTIVE COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

An Executive Committee Meeting of The Owners – Strata Plan No. 72381 was held on Wednesday, 29 April, 2015 in the Theatrette, Level 38, 93 Liverpool Street, Sydney, NSW 2000. The meeting commenced immediately following the Annual General Meeting.

PRESENT:

Mr K Ong, Mr T Lee, Mr P Rodgers, Mr F Wu

IN ATTENDANCE:

Mr M Domazetovski & Mr P Domazetovski (Change Strata Management Pty Limited)

Mr M Maher (Brookfield Johnson Controls Pty Ltd)

**CHAIRPERSON /
SECREATRY (ACTING):**

Mr P Domazetovski (Change Strata Management Pty Limited;
under delegation of meeting)

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last executive committee meeting held on Wednesday, 28 January, 2015 be confirmed as a true record of the proceedings at that meeting.

2. OFFICE BEARERS:

- 2.1 RESOLVED that the Chairperson, Secretary and Treasurer of the Executive Committee be:

Chairperson:	Mr K Ong
Secretary:	Mr P Rodgers
Treasurer:	Mr F Wu

3. APPOINTMENT OF A REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE:

- 3.1 RESOLVED that Mr K Ong of the Executive Committee be nominated to liaise with the strata managing agent and be the scheme's contact point.

**MINUTES OF AN EXECUTIVE COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 3.2 RESOLVED that Mr P Rodgers of the Executive Committee be nominated to liaise with the strata managing agent as the scheme's substitute contact point.

4. APPOINTMENT OF REPRESENTATIVE TO PROVIDE INSTRUCTIONS TO DOYLE EDWARDS ANDERSON LAWYERS:

- 4.1 RESOLVED that the Owners Corporation appoint Mr K Ong of the Executive Committee as the point of contact to provide the Owners Corporations instructions to Doyle Edwards Anderson Lawyers.

5. ANNUAL FIRE SAFETY STATEMENT:

- 5.1 RESOLVED that an Annual Fire Safety Statement be completed by the scheme's appointed fire contractors.
- 5.2 RESOLVED that the appointed fire contractor execute the Annual Fire Safety Statement and lodge it with the relevant authorities once works associated with the fire order are completed.

6. LIFTS:

- 6.1 RESOLVED that an Annual Safe to Operate / Maintenance Certificate be obtained and lodged to register the lift(s) with WorkCover.
- 6.2 NOT RESOLVED that a Hazard & Risk Assessment be undertaken of the scheme's lift(s) as one has already been undertaken and necessary repairs as recommended carried out.

7. SCHEDULE OF MEETINGS:

- 7.1 RESOLVED that the next Executive Committee Meeting be held Wednesday, 10 June, 2015.

ADDRESS OF THE STRATA SCHEME: WORLD TOWER MID RISE
93 LIVERPOOL STREET, SYDNEY

suite 1, level 4, 350 george street, sydney, nsw 2000 | gpo box 3822, sydney, nsw 2001
p 02 8203 3111 | f 02 9223 8831 | www.changestrata.com.au

Strata Schemes Management Act 1996
NOTICE OF EMAIL ADDRESS

To: The Secretary
 The Owners - Strata Plan No. 72381
Address: C/- Change Strata Management Pty Limited
 GPO Box 3822, Sydney, NSW 2001

DETAILS

Full name(s):

Lot(s) concerned:

Email Address for service of notices:

Contact Numbers: (m).....(h).....(w).....

Real Estate Agent:

Contact Numbers: (m).....(w).....(f).....

CONSENT TO SERVICE OF NOTICES BY EMAIL

I/We the owner(s) of lot(s) hereby consent to the service of a notice or other document required or authorised by the Strata Schemes Management Act 1996 or the by-laws to be served upon me/us by the notice or other document being sent to the email address given in this notice.

Date of this Notice:

Signed:

KELLY + PARTNERS

ASSURANCE SERVICES

INDEPENDENT AUDITOR'S REPORT

TO THE OWNERS OF STRATA PLAN 72381

We have audited the accompanying financial report, being a special purpose financial report, of Strata Plan 72381, which comprises the balance sheet as at 31 July 2016, the income and expenditure statements for the year then ended, and notes comprising a summary of significant accounting policies and other explanatory information. We have not audited the balances disclosed in the "Budget" column of the statement of income and expenditure for the administrative fund and the capital works fund for the year ended 31 July 2016.

The Owners Corporation's Responsibility for the Financial Report

The Owners Corporation is responsible for the preparation and fair presentation of the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015 and are appropriate to meet the needs of the Owners.

The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We have conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Owners Corporation, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Accounting Professional and Ethical Standards Board.



Kelly Partners Assurance Services ABN 68 390 743 240
Level 8 / 32 Walker Street, North Sydney NSW 2060
PO Box 1764, North Sydney NSW 2059

T 02 9923 0800 F 02 9923 0888 E info@kellypartners.com.au W kellypartners.com.au

(Liability limited by a scheme approved under professional standards legislation)

Opinion

In our opinion, the financial report presents fairly, in all material respects, the financial position of Strata Plan 72381 as at 31 July 2016 and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report.

Basis of Accounting

Without modifying our opinion, we draw attention to the notes to the financial report, which describe the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's reporting obligations under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose.

Emphasis of Matter

We draw attention to Note 12 in the financial report relating to the uncertainty of the amount of costs ordered in favour of Meriton Apartments Pty Limited. Our opinion is not modified in respect of this matter.



Peter Dawkins
Registered Auditor Number 4334
North Sydney



Dated this 3rd day of February 2017

Strata Plan No. 72381

BALANCE SHEET

AS AT 31 JULY 2016

<u>OWNERS FUNDS</u>	<u>ACTUAL</u> 31/07/16	<u>ACTUAL</u> 31/07/15
Administrative Fund	964,883.29	715,901.90
Capital Works Fund	4,169,152.67	4,591,134.71
<u>TOTAL</u>	<u>\$ 5,134,035.96</u>	<u>\$ 5,307,036.61</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	1,783,126.99	1,743,578.19
Term Deposit 1	1,000,000.00	1,200,000.00
Term Deposit 2	1,000,000.00	1,200,000.00
Term Deposit 3	1,000,000.00	1,200,000.00
Levies In Arrears	87,802.27	141,876.49
Other Arrears	765.31	1,750.95
Interest On Overdue Levies	8,488.65	10,701.87
Insurance Claims Receivable	0.00	3,350.89
Prepaid Expenses	184,837.10	191,722.79
Sundry Debtors	465,485.70	22,471.50
Debtors	0.00	13,337.02
Fixed Assets	29,928.00	37,410.00
Funds Held In Trust	42,739.41	123,570.00

<u>TOTAL ASSETS</u>	<u>5,603,173.43</u>	<u>5,889,769.70</u>
---------------------	---------------------	---------------------

LIABILITIES

G S T Clearing A/C	(39,001.51)	17,035.01
P A Y G Clearing A/C	0.00	325.18
Creditors	47,338.92	149,554.73
Accrued Expenses	82,109.27	58,692.18
Renovation Bonds	21,500.00	7,500.00
Provision For Doubtful Debt	0.00	16,687.91
Levies In Advance	339,813.79	332,078.73
Interest On Overdue Levies	0.00	16.75
Provision For Income Tax	16,895.20	0.00
Sundry Creditors	481.80	842.60

<u>TOTAL LIABILITIES</u>	<u>469,137.47</u>	<u>582,733.09</u>
--------------------------	-------------------	-------------------

<u>NET ASSETS</u>	<u>\$ 5,134,035.96</u>	<u>\$ 5,307,036.61</u>
-------------------	------------------------	------------------------

KELLY + PARTNERS
AUDIT

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2015 TO 31 JULY 2016

<u>ADMINISTRATIVE FUND</u>	<u>ACTUAL</u> 01/08/15-31/07/16	<u>BUDGET</u> 01/08/15-31/07/16	<u>%</u>	<u>ACTUAL</u> 01/08/14-31/07/15
<u>INCOME</u>				
Levies - Contributions	2,190,593.24	2,190,592.00	100.00	2,340,593.09
Collection Charges	(317.16)	0.00	*****	13,022.98
Site Administration Income	52,786.82	0.00	0.00	57,834.54
Insurance Claims Recieved	0.00	0.00	0.00	9,570.94
Interest On Overdue Levies	13,099.37	0.00	0.00	23,245.94
Meriton Settlement	0.00	0.00	0.00	600,000.00
Search Fees	248.00	0.00	0.00	186.00
Certificate Fees	1,199.00	0.00	0.00	2,247.00
<u>TOTAL INCOME</u>	2,257,609.27	2,190,592.00		3,046,700.49
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	5,700.00	7,000.00	81.43	12,500.00
Bank Charges	10.00	0.00	*****	0.00
Certificate Fees	1,199.00	0.00	*****	2,247.00
Caretaking / Building Manager	156,486.06	213,000.00	73.47	206,685.00
Caretaking - Expenses	7,639.15	2,500.00	305.57	7,383.76
Collection Charges	7,401.70	0.00	*****	11,982.18
Cleaning	80,434.90	103,000.00	78.09	99,298.14
Electricity Usage	28,730.12	0.00	*****	42,035.02
Consultancy Fees	0.00	100,000.00	0.00	103,573.55
Fire Protection	56,753.84	50,000.00	113.51	82,581.30
Gym	13,818.87	14,000.00	98.71	12,393.96
Gas Usage	20,457.81	18,000.00	113.65	15,849.54
Insurance	117,294.97	138,600.00	84.63	130,869.31
Insurance - Stamp Duty	8,822.42	0.00	*****	0.00
Ins Claims - Payment	0.00	0.00	0.00	11,025.45
Ins Claims - Excess	0.00	0.00	0.00	4,545.45
Insurance - Valuation	650.00	0.00	*****	0.00
Legal Fees	194,845.91	100,000.00	194.85	416,929.73
World Square BMC	165,619.85	174,600.00	94.86	188,036.06
World Tower BMC	547,814.33	592,200.00	92.50	281,737.49
Lift Maintenance	71,496.60	71,000.00	100.70	68,839.47
Strata Manager Fees	45,146.02	45,330.00	99.59	43,345.78
Strata Manager Disbursements	30,541.97	25,850.00	118.15	25,849.96
Strata Manager Meeting Fees	8,334.00	4,000.00	208.35	8,000.00
Pest Control	5,864.00	5,500.00	106.62	4,759.09
Search Fees	248.00	0.00	*****	186.00
Stationery	969.36	2,000.00	48.47	5,276.09
R & M - Air Conditioning	34,125.09	25,000.00	136.50	13,647.63
R & M - Cooling Tower	0.00	5,700.00	0.00	5,645.00
R & M - Amenities	3,517.01	4,000.00	87.93	3,219.44
R & M - Bmu	0.00	0.00	0.00	2,850.60
R & M - Cleaning Carpets	3,986.36	2,500.00	159.45	0.00
R & M - Cleaning Windows	10,940.00	19,000.00	57.58	14,250.00
R & M - Cleaning Materials	1,087.30	1,000.00	108.73	0.00
R & M - Electrical	8,229.06	25,000.00	32.92	23,915.02
R & M - Garage Door	4,124.32	3,000.00	137.48	3,032.73
R & M - General Painting	5,760.00	0.00	*****	0.00

KELLY + PARTNERS
AUDIT

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2015 TO 31 JULY 2016

<u>EXPENDITURE - ADMIN. FUND (Continued)</u>	<u>ACTUAL</u> 01/08/15-31/07/16	<u>BUDGET</u> 01/08/15-31/07/16	<u>%</u>	<u>ACTUAL</u> 01/08/14-31/07/15
R & M - General Repairs	24,384.73	30,000.00	81.28	32,220.18
R & M - Globes & Tubes	0.00	1,000.00	0.00	0.00
R & M - Hot Water Service	1,946.09	8,000.00	24.33	2,216.73
R & M - Keys/Locks	8,468.09	3,000.00	282.27	3,488.00
R & M - Plumbing	32,465.83	25,000.00	129.86	24,802.64
R & M - Pool	20,486.32	20,000.00	102.43	16,664.88
R & M - Signage	0.00	500.00	0.00	943.45
Sundry Expenses	110.00	1,000.00	11.00	0.00
Secretarial	2,030.00	0.00	*****	0.00
Security	264,042.47	235,000.00	112.36	265,214.96
Telephone	6,646.33	8,500.00	78.19	7,997.38
Water Usage Charges	0.00	0.00	0.00	122,663.26
Sundry Expenses	0.00	0.00	0.00	2,508.94
<u>TOTAL EXPENDITURE</u>	2,008,627.88	2,083,780.00		2,331,210.17
<u>SURPLUS (DEFICIT)</u>	\$ 248,981.39	\$ 106,812.00		\$ 715,490.32
Opening Balance	715,901.90	715,901.90	100.00	411.58
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 964,883.29	\$ 822,713.90		\$ 715,901.90

***** amount not budgeted for

KELLY + PARTNERS
AUDIT

Strata Plan No. 72381

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 1 AUGUST 2015 TO 31 JULY 2016

<u>CAPITAL WORKS FUND</u>	ACTUAL 01/08/15-31/07/16	BUDGET 01/08/15-31/07/16	%	ACTUAL 01/08/14-31/07/15
<u>INCOME</u>				
Levies - Contributions	200,000.00	200,000.00	100.00	50,000.00
Interest	97,222.34	0.00	0.00	18,260.33
Income Tax Refund	71.82	0.00	0.00	7,616.31
Meriton Settlement	0.00	0.00	0.00	4,127,923.72
<u>TOTAL INCOME</u>	297,294.16	200,000.00		4,203,800.36
<u>EXPENDITURE - CAPITAL WORKS FUND</u>				
Consultancy Fees	26,598.00	0.00	*****	0.00
Asset Replacements	29,080.50	0.00	*****	0.00
Air Conditioning	93,699.55	0.00	*****	29,064.50
Lift Cars	12,250.00	0.00	*****	5,250.00
Cctv Equipment	22,788.00	0.00	*****	2,343.75
Depreciation	7,482.00	0.00	*****	9,352.00
Hot Water System	0.00	0.00	0.00	4,986.47
Fire Services	64,093.00	0.00	*****	0.00
Lighting & Electrical	3,954.98	0.00	*****	73,942.00
Improvement To Common Property	438,960.15	200,000.00	219.48	11,369.09
Income Tax	20,370.02	0.00	*****	4,262.88
Pool/Spa	0.00	0.00	0.00	7,458.18
<u>TOTAL EXPENDITURE</u>	\$ 719,276.20	\$ 200,000.00		\$ 148,028.87
 <u>SURPLUS (DEFICIT)</u>	 \$ (421,982.04)	 \$ 0.00		 \$ 4,055,771.49
 Opening Balance	 4,591,134.71	 4,591,134.71	 100.00	 535,363.22
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 4,169,152.67	\$ 4,591,134.71		\$ 4,591,134.71

***** amount not budgeted for

KELLY + PARTNERS
AUDIT

Strata Plan No. 72381

LOT BALANCE REPORT

31 July 2016

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Balance</u>	<u>Cap. Works Balance</u>	<u>Other</u>	<u>Total</u>
1	4907	-3,494.00	-319.00	0.00	-3,813.00
2	4908	-3,614.48	-330.00	0.00	-3,944.48
3	4909	0.00	0.00	0.00	0.00
4	4910	-3,915.68	-357.50	0.00	-4,273.18
5	5001	-3,554.24	-324.50	0.00	-3,878.74
6	5002	-2,168.69	-198.00	0.00	-2,366.69
7	5003	0.00	0.00	0.00	0.00
8	5004	0.00	0.00	0.00	0.00
9	5005	-2,409.65	-220.00	0.00	-2,629.65
10	5006	-2,409.65	-220.00	0.00	-2,629.65
11	5007	-3,253.03	-297.00	0.00	-3,550.03
12	5008	-3,674.72	-335.50	0.00	-4,010.22
13	5009	0.00	0.00	0.00	0.00
14	5010	-3,915.68	-357.50	0.00	-4,273.18
15	3901	-3,472.82	-319.00	0.00	-3,791.82
16	3902	-1,807.24	-165.00	0.00	-1,972.24
17	3903	-1,626.52	-148.50	0.00	-1,775.02
18	3904	-2,168.69	-198.00	0.00	-2,366.69
19	3905	-1,686.76	-154.00	0.00	-1,840.76
20	3906	0.00	0.00	63.03	63.03
21	3907	-1,747.00	-159.50	0.00	-1,906.50
22	3908	-1,987.96	-181.50	0.00	-2,169.46
23	3909	0.00	0.00	0.00	0.00
24	3910	-1,867.48	-170.50	0.00	-2,037.98
25	3911	-2,530.13	-231.00	0.00	-2,761.13
26	3912	0.00	0.00	0.00	0.00
27	3913	-1,747.00	-159.50	0.00	-1,906.50
28	4001	-3,494.00	-319.00	0.00	-3,813.00
29	4002	-1,807.24	-165.00	0.00	-1,972.24
30	4003	0.00	0.00	0.00	0.00
31	4004	-2,168.69	-198.00	0.00	-2,366.69
32	4005	-1,686.76	-154.00	0.00	-1,840.76
33	4006	0.00	0.00	0.00	0.00
34	4007	0.00	0.00	0.00	0.00
35	4008	0.00	0.00	152.05	152.05
36	4009	0.00	0.00	0.00	0.00
37	4010	3,718.73	341.50	238.26	4,298.49
38	4011	0.00	0.00	0.60	0.60
39	4012	0.00	0.00	37.22	37.22
40	4013	-1,747.00	-159.50	0.00	-1,906.50
41	4101	0.00	0.00	0.00	0.00
42	4102	1,867.48	170.50	51.37	2,089.35
43	4103	-1,626.52	-148.50	0.00	-1,775.02
44	4104	-2,228.93	-203.50	0.00	-2,432.43
45	4105	-1,686.76	-154.00	0.00	-1,840.76
46	4106	0.00	0.00	0.00	0.00
47	4107	0.00	0.00	0.00	0.00
48	4108	4,451.84	726.00	481.90	5,659.74
49	4109	0.00	0.00	0.00	0.00
50	4110	-1,867.48	-170.50	0.00	-2,037.98
51	4111	0.00	0.00	0.00	0.00

Strata Plan No. 72381

LOT BALANCE REPORT

31 July 2016

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Balance</u>	<u>Cap. Works Balance</u>	<u>Other</u>	<u>Total</u>
52	4112	-2,409.65	-220.00	0.00	-2,629.65
53	4113	-18.95	0.00	0.00	-18.95
54	4201	0.00	0.00	0.00	0.00
55	4202	0.00	0.00	0.00	0.00
56	4203	0.00	0.00	0.00	0.00
57	4204	0.00	0.00	0.00	0.00
58	4205	-1,686.76	-154.00	0.00	-1,840.76
59	4206	-2,289.17	-209.00	0.00	-2,498.17
60	4207	0.00	0.00	0.00	0.00
61	4208	0.00	0.00	0.00	0.00
62	4209	0.00	0.00	0.00	0.00
63	4210	860.72	0.00	48.60	909.32
64	4211	-2,650.62	-242.00	0.00	-2,892.62
65	4212	0.00	0.00	0.00	0.00
66	4213	-1,807.24	-165.00	0.00	-1,972.24
67	4301	7,228.95	660.00	365.98	8,254.93
68	4302	0.00	0.00	0.00	0.00
69	4303	0.00	0.00	0.00	0.00
70	4304	1,490.71	0.00	30.63	1,521.34
71	4305	-2,289.17	-209.00	0.00	-2,498.17
72	4306	-1,867.48	-170.50	0.00	-2,037.98
73	4307	0.00	0.00	0.00	0.00
74	4308	-2,289.17	-209.00	0.00	-2,498.17
75	4309	-2,289.17	-209.00	0.00	-2,498.17
76	4310	0.00	0.00	40.85	40.85
77	4311	-10.21	0.00	0.00	-10.21
78	4312	0.00	0.00	0.00	0.00
79	4401	0.00	0.00	0.31	0.31
80	4402	-1,927.72	-176.00	0.00	-2,103.72
81	4403	1,747.00	159.50	48.05	1,954.55
82	4404	2,349.41	214.50	64.61	2,628.52
83	4405	-2,168.69	-198.00	0.00	-2,366.69
84	4406	0.00	0.00	0.00	0.00
85	4407	-2,048.20	-187.00	0.00	-2,235.20
86	4408	0.00	0.00	0.00	0.00
87	4409	0.00	0.00	0.00	0.00
88	4410	0.00	0.00	0.00	0.00
89	4411	-2,530.13	-231.00	0.00	-2,761.13
90	4412	-2,530.13	-231.00	0.00	-2,761.13
91	4501	-2,409.65	-220.00	0.00	-2,629.65
92	4502	-1,927.72	-176.00	0.00	-2,103.72
93	4503	-1,747.00	-159.50	0.00	-1,906.50
94	4504	0.00	0.00	0.00	0.00
95	4505	-2,289.17	-209.00	0.00	-2,498.17
96	4506	-1,867.48	-170.50	0.00	-2,037.98
97	4507	-2,108.45	-192.50	0.00	-2,300.95
98	4508	0.00	0.00	0.00	0.00
99	4509	0.00	0.00	0.57	0.57
100	4510	0.00	0.00	0.00	0.00
101	4511	-2,530.13	-231.00	0.00	-2,761.13
102	4512	-2,409.65	-220.00	0.00	-2,629.65

Strata Plan No. 72381

LOT BALANCE REPORT

31 July 2016

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Balance</u>	<u>Cap. Works Balance</u>	<u>Other</u>	<u>Total</u>
103	4601	-2,349.41	-214.50	0.00	-2,563.91
104	4602	-1,927.72	-176.00	0.00	-2,103.72
105	4603	-1,747.00	-159.50	0.00	-1,906.50
106	4604	0.00	0.00	0.00	0.00
107	4605	-2,228.93	-203.50	8.35	-2,424.08
108	4606	0.00	0.00	0.00	0.00
109	4607	0.00	0.00	0.00	0.00
110	4608	0.00	0.00	64.62	64.62
111	4609	0.00	0.00	0.00	0.00
112	4610	-2,590.38	-236.50	0.00	-2,826.88
113	4611	-2,590.38	-236.50	0.00	-2,826.88
114	4612	-2,409.65	-220.00	0.00	-2,629.65
115	4701	0.00	0.00	0.00	0.00
116	4702	-1,927.72	-176.00	0.00	-2,103.72
117	4703	1,747.00	159.50	48.05	1,954.55
118	4704	0.00	0.00	21.91	21.91
119	4705	-2,228.93	-203.50	0.00	-2,432.43
120	4706	0.00	0.00	0.00	0.00
121	4707	0.00	0.00	0.00	0.00
122	4708	-2,349.41	-214.50	0.00	-2,563.91
123	4709	0.00	0.00	0.00	0.00
124	4710	-2,590.38	-236.50	0.00	-2,826.88
125	4711	0.00	0.00	0.00	0.00
126	4712	0.00	0.00	0.00	0.00
127	4801	0.00	0.00	22.00	22.00
128	4802	-1,927.72	-176.00	0.00	-2,103.72
129	4803	50.50	0.00	98.97	149.47
130	4804	0.00	0.00	0.00	0.00
131	4805	0.00	0.00	0.00	0.00
132	4806	0.00	0.00	0.00	0.00
133	4807	-14.33	0.00	0.00	-14.33
134	4808	-2,349.41	-214.50	0.00	-2,563.91
135	4809	-2,349.41	-214.50	0.00	-2,563.91
136	4810	-2,650.62	-242.00	0.00	-2,892.62
137	4811	-2,590.38	-236.50	0.00	-2,826.88
138	4812	0.00	0.00	0.00	0.00
139	4901	-3,494.00	-319.00	0.00	-3,813.00
140	4902	-2,168.69	-198.00	0.00	-2,366.69
141	4903	-2,289.17	-209.00	0.00	-2,498.17
142	4904	-1,807.24	-165.00	0.00	-1,972.24
143	4905	-2,530.13	-231.00	0.00	-2,761.13
144	4906	-2,409.65	-220.00	0.00	-2,629.65
145	145	0.00	0.00	0.00	0.00
146	5808	0.00	0.00	0.00	0.00
147	5809	4,721.35	429.00	130.28	5,280.63
148	5810	-2,650.62	-242.00	0.00	-2,892.62
149	5901	-2,650.62	-242.00	0.00	-2,892.62
150	5902	-2,710.86	-247.50	0.00	-2,958.36
151	5903	0.00	0.00	62.67	62.67
152	5904	-2,617.27	-242.00	0.00	-2,859.27
153	5905	-2,530.13	-231.00	0.00	-2,761.13

Strata Plan No. 72381

LOT BALANCE REPORT

31 July 2016

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Balance</u>	<u>Cap. Works Balance</u>	<u>Other</u>	<u>Total</u>
154	5906	2,590.38	236.50	71.25	2,898.13
155	5907	4,036.17	368.50	170.15	4,574.82
156	5908	-2,831.34	-258.50	0.00	-3,089.84
157	5909	20.13	0.00	0.26	20.39
158	5910	2,650.62	242.00	72.92	2,965.54
159	5101	0.00	0.00	0.00	0.00
160	5102	-2,168.69	-198.00	0.00	-2,366.69
161	5103	0.00	0.00	0.00	0.00
162	5104	-1,807.24	-165.00	0.00	-1,972.24
163	5105	-2,530.06	-231.00	0.00	-2,761.06
164	5106	0.00	0.00	0.00	0.00
165	5107	-3,554.24	-324.50	0.00	-3,878.74
166	5108	-11,470.32	-352.00	0.00	-11,822.32
167	5109	-2,590.38	-236.50	0.00	-2,826.88
168	5110	-3,953.34	-363.00	0.00	-4,316.34
169	5201	0.00	0.00	0.65	0.65
170	5202	2,254.25	203.50	59.94	2,517.69
171	5203	0.00	0.00	0.00	0.00
172	5204	-1,807.24	-165.00	0.00	-1,972.24
173	5205	-2,590.38	-236.50	0.00	-2,826.88
174	5206	0.00	0.00	0.00	0.00
175	5207	-3,554.89	-324.50	0.00	-3,879.39
176	5208	0.00	0.00	0.00	0.00
177	5209	-2,590.38	-236.50	0.00	-2,826.88
178	5210	-4,337.37	-396.00	0.00	-4,733.37
179	5301	0.00	0.00	0.98	0.98
180	5302	528.83	0.00	9.85	538.68
181	5303	-2,349.41	-214.50	0.00	-2,563.91
182	5304	0.00	0.00	0.00	0.00
183	5305	-2,590.38	-236.50	0.00	-2,826.88
184	5306	0.00	0.00	0.00	0.00
185	5307	-3,614.48	-330.00	0.00	-3,944.48
186	5308	4,281.09	0.00	59.82	4,340.91
187	5309	-2,590.38	-236.50	0.00	-2,826.88
188	5310	-4,337.37	-396.00	0.00	-4,733.37
189	5401	0.00	0.00	0.98	0.98
190	5402	13.33	0.00	1.50	14.83
191	5403	0.00	0.00	0.00	0.00
192	5404	-32.96	0.00	42.68	9.72
193	5405	-2,590.38	-236.50	0.00	-2,826.88
194	5406	0.00	0.00	0.00	0.00
195	5407	0.00	0.00	0.00	0.00
196	5408	0.00	0.00	0.00	0.00
197	5409	-2,650.62	-242.00	0.00	-2,892.62
198	5410	0.00	0.00	0.00	0.00
199	5501	-3,915.68	-357.50	0.00	-4,273.18
200	5502	0.00	0.00	0.46	0.46
201	5503	0.00	0.00	0.00	0.00
202	5504	-1,807.24	-165.00	0.00	-1,972.24
203	5505	0.00	0.00	0.00	0.00
204	5506	-2,650.62	-242.00	0.00	-2,892.62

Strata Plan No. 72381

LOT BALANCE REPORT


31 July 2016

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Balance</u>	<u>Cap. Works Balance</u>	<u>Other</u>	<u>Total</u>
205	5507	-3,674.72	-335.50	0.00	-4,010.22
206	5508	0.00	0.00	0.93	0.93
207	5509	2,981.62	0.00	61.87	3,043.49
208	5510	0.00	0.00	0.00	0.00
209	5601	8,163.18	748.00	804.81	9,715.99
210	5602	-2,530.13	-231.00	0.00	-2,761.13
211	5603	-2,530.13	-231.00	0.00	-2,761.13
212	5604	-511.46	0.00	0.00	-511.46
213	5605	-2,633.98	-242.00	0.00	-2,875.98
214	5606	0.00	0.00	0.00	0.00
215	5607	-3,734.96	-341.00	0.00	-4,075.96
216	5608	-3,795.20	-346.50	0.00	-4,141.70
217	5609	0.00	0.00	0.00	0.00
218	5610	-4,578.34	-418.00	0.00	-4,996.34
219	5701	2,802.17	242.00	69.23	3,113.40
220	5702	-2,650.62	-242.00	0.00	-2,892.62
221	5703	0.00	0.00	54.01	54.01
222	5704	-2,530.13	-231.00	0.00	-2,761.13
223	5705	13,253.10	1,210.00	5,340.51	19,803.61
224	5706	-2,530.13	-231.00	0.00	-2,761.13
225	5707	-3,975.93	-363.00	0.00	-4,338.93
226	5708	-2,771.10	-253.00	0.00	-3,024.10
227	5709	80.69	0.00	2.70	83.39
228	5710	-2,590.38	-236.50	0.00	-2,826.88
229	5801	-2,640.32	-242.00	0.00	-2,882.32
230	5802	-2,694.65	-247.50	0.00	-2,942.15
231	5803	0.00	0.00	0.57	0.57
232	5804	-2,590.38	-236.50	0.00	-2,826.88
233	5805	0.00	0.00	0.00	0.00
234	5806	7,329.02	473.00	347.01	8,149.03
235	5807	-4,036.17	-368.50	0.00	-4,404.67
236		0.00	0.00	0.00	0.00
		-230,842.52	-21,169.00	9,253.96	-242,757.56

KELLY + PARTNERS
AUDIT

93 Liverpool Street Sydney, NSW 2000		Bank BSB Account No	SCM 124-367 21918542
Reconciliation Date	31 July 2016	Balance on Statement	1,783,276.99
Statement No	925	Less Unpresented Cheques	150.00
Statement Date	31 July 2016	Plus Unpresented Credits	Nil
Cash at Bank A/C Code	012	Balance (as calculated)	1,783,126.99
Transactions Posted to	31 July 2016	Balance (from ledger)	1,783,126.99
Confirmed by	mite	Difference	Nil

UNPRESENTED CHEQUES		1
Date	Ref No	Amount
26/02/15	C0000179	150.00
Page Total		150.00
Report Total		150.00

UNPRESENTED CREDITS		0
Date	Ref No	Amount
		
Page Total		Nil
Report Total		Nil

**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE YEAR ENDED
31 JULY 2016**

NOTE 1 - BASIS OF ACCOUNTING

This financial report is prepared for distribution to the Owners for the purpose of fulfilling the Owner's Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. The Owners Corporation has prepared the financial report on the basis that the plan is a non-reporting entity because there are no users dependent on general purpose financial statements.

The financial report has been prepared in accordance with the significant accounting policies disclosed below, which the Owners Corporation has determined are appropriate to meet the needs of the Owners.

NOTE 2 - ACCOUNTING FOR INCOME AND EXPENSES

The accrual basis of accounting has been applied to all income and expenditure in the preparation of these financial statements.

NOTE 3 - LEVIES IN ARREARS / ADVANCE

The item(s) shown as Levies in Arrears and/or Levies in Advance in the Balance Sheet represent the net position of all Levies in arrears or advance, including any outstanding interest on arrears and direct charges to the lots, at the balance date. Individual balances are as per the attached arrears report.

NOTE 4 - INCOME TAX

Income such as interest, dividends and other income derived from the investment of funds or other personal property (as defined in Taxation Ruling TR 2015/3) is included in the taxable income of the plan.

Income received by the plan in respect of common property is taxable in the hands of the individual owners. Owners receiving an allocation of taxable income should seek independent taxation advice.

NOTE 5 - CREDITORS

The amount, if any, shown in the financial reports under "Creditors" represents known and allocated expenses brought to account in the Income and Expenditure Statement, but not paid at balance date.

NOTE 6 - PREPAID EXPENSES

Insurance Premium	23,644.06
Stamp Duty	2,191.76
BMC World Square Levy Contribution	15,316.36
World Tower Committee Levy Contribution	132,412.50
Lift Maintenance	11,272.42

TOTAL**184,837.10**

KELLY + PARTNERS
AUDIT

<p align="center">NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE YEAR ENDED 31 JULY 2016</p>
--

NOTE 7 - SUNDRY DEBTORS

Invoices from Integra, inv #1060400 and 1065717, paid by F0000291 And 0000367, paid on behalf of SP 71067	1,102.20
Overpayment to Sydney Water of charges for the period 3/1/14 to 4/2/14	11,476.37
Interest on Investment earned to 31/7/2016	23,095.89
Amended BAS for June 2015 to be lodged with Australian Taxation Office	429,811.24
TOTAL	465,485.70

NOTE 8 - FIXED ASSETS

Written Down Value:	
Quorum Fire Stair Locks	2,637.00
Cooling Tower Basin	2,167.00
CCTV Equipment	21,792.00
Quorum Fire Stair Locks	2,984.00
Security Door Locks	347.00
Rounded	1.00
TOTAL	29,928.00

The above fixed asset items have been capitalised at cost and are being depreciated over their estimated useful lives. (Recognising depreciation at 20% on fixed assets \$7,482.00)

NOTE 9 - FUNDS HELD IN TRUST

Funds held in trust account of Doyle Edwards Anderson Lawyers Pty Ltd as at 31 July, 2016	42,739.41
--	------------------

NOTE 10 - ACCRUED EXPENSES

Audit Fees	7,000.00
Caretaking/Building Manager	35,104.44
Cleaning	6,084.00
Legal Fees	8,576.68
R&M-Air Conditioning	933.33
R&M-Electrical	345.00
R&M-Plumbing	675.50
R&M-Pool	1,236.28
Security	19,181.35
Telephone	442.69
Consultancy Fee	2,530.00
TOTAL	82,109.27

KELLY + PARTNERS
AUDIT

STRATA PLAN 72381**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE YEAR ENDED
31 JULY 2016****NOTE 11 - SUNDRY CREDITORS**

Certificate Fees due to Change Strata as at 31/7/2016	481.80
TOTAL	481.80

NOTE 12 - LEGAL ACTION

As noted in last year's financial report the plan was engaged in the following legal action:

World Tower - Midrise Strata Plan 72381 has a claim against Meriton Apartments Pty Limited alleging breach of fiduciary duty for causing entry into the Caretaker Agreement and seeks an account of profits from Meriton Apartments Pty Limited;

World Tower - Midrise Strata Plan 72381 has a claim against Meriton Apartments Pty Limited for amounts overcharged pursuant to the Caretaker Agreement;

Meriton Apartments Pty Limited has a claim against World Tower - Midrise Strata Plan 72381 for alleged unpaid amounts pursuant to the Caretaker Agreement;

The legal action referred to above was concluded by orders made on 6 October 2016 resulting in the Owners Corporation paying to Meriton Apartments Pty Limited the sum of \$343,434.77 (paid in 7/10/16). Furthermore, Meriton Apartments Pty Limited has a costs order in its favour and the exposure to costs for the plan appears to be in the range of \$500,000-\$700,000 with such costs to be assessed in the absence of agreement.

KELLY + PARTNERS
AUDIT

KELLY + PARTNERS

CHARTERED ACCOUNTANTS

MEMORANDUM

DATE: 02/02/2017
TO: The Owners of Strata Plan 72381
FROM: Lana Praporshchikov
SUBJECT: **SUNDRY DEBTORS**
cc: Mite Domazetovski

At 31/7/2016 there were sundry debtors of \$12,578.57 which also appeared in the previous years accounts. Please refer to financial statements for details.

If the debtor is known, action should be taken to follow up collection of the debt.
Where the debtor is not known and all efforts to trace the debtor have been unsuccessful, consideration should be given to write the debt off.

We recommend the owners pass an appropriate resolution at a General Meeting.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

An Annual General Meeting of The Owners – Strata Plan No. 72381 was held on Tuesday, 21 February, 2017 in the Theatre, Level 38, 93 Liverpool Street, Sydney, NSW 2000. The meeting commenced at 6:30pm.

PRESENT:

Chung Pun Liu (Lot 7), Shulin Yu (Company Nominee for Lembray Pty Ltd; Lots 27 & 50), Jinling Ma (Lot 46), Gabriel Singer (Lot 55), Burton Yuen (Company Nominee for Detosa Pty Ltd; Lot 57), Shui Ying (Lot 79), Zanda Kruze (Lot 91), Wanming Zhong (Lot 101), Timothy Tin Lok Lee (Lot 106), Xiao Dong Dai (Lot 110), Lionel Kreiger (Lot 126; to 7.30pm), Fei Wu (Lot 159), Frank Xiang Zhu (Lot 168), Shui Lin Yu (Lots 179 & 189), Peizhen Cong (Lot 188), Peter Edward Rodgers (Lot 212), Kiem Hway Ong (Lot 218), Oh Ro Kwon (Lot 220), Terry Graeme Miller (Lot 229), Jian Chen (Lot 231), Yin Zhang (Lot 234), Guo Qiang Wu (Lot 235)

PRESENT BY PROXY:

Hu Xin Dong & Lan Qing Lin (Lot 92), Ou Bo Hu (Lot 153) - Proxies to Timothy Tin Lok Lee

Xiao Dong Dai (Lot 110), Jiang Jiang & Claire Z Wang (Lot 170), Xin Sheng & Ping Xu (Lot 189), Yaoqin Wu & Kai Chen (Lot 206), Jiang Jiang (Lot 209), Ledong Wang (Lot 213), Jianping Jin (Lot 216), Li Quan (Lot 227) – Proxies to Wanming Zhong

Guo Cheng (Lot 1), Jie Yun Zhang (Lot 89), Anna Kuperman (Lot 105), Wubo Deng (Lot 111), Hong Jiang & Jenny Wei (Lot 146), Jia Wu (Lot 161), Song Yi Lee (Lot 183), Emmy Ang (Lot 199) – Proxies to Yin Zhang

Shannian Huang (Lot 4), Xiufeng Bao & Zhiya Hu (Lot 41), Jian Fang Chen & Ming Guan Chen (Lot 137), Jinghui Huang (Lot 176), Zhejiang Bao (Lot 194), Zhiya Hu (Lot 195), Chunyong Hu & Lingwei Qu (Lot 196), Cai Fang Zhang & Jin Lin Chen (Lot 198), Sheng Li & Ying Lin (Lot 215), Jie Lou (Lot 226) – Proxies to Yubin Chen

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Haixia Zhuo (Lot 26), Welton Hau (Lot 30), Zhujun Shi (Lot 95),
Jing Zhao (Lot 113), Mark Tong (Lot 156), Dingan Liu (Lot 230) –
Proxies to Chung Pun Liu

Bhuvana Radhakrishnan (Lots 11 & 134), Ling Ee Tay & Yongjian
Hung (Lots 75 & 100), Chris Bailey & Kevin A Askew (Lots 84),
Qianyi Hung (Lot 98), Laurent Wantiez (Lot 162) – Proxies to
Kiem Hway Ong

Angelina Dai (Lot 12), Li Shen (Lot 65), Lisa Lee (Lot 77), Jiling Lu
(Lot 124), Junthong Sun (Lot 160), Wanming Ma (Lot 166),
Zhicun Fu (Lot 173), Tianpei Liu (Lot 190), Dai Xiule (Lot 204),
Yaoqing Chen & Ying Chen (Lot 214), Ji Mi & Jun Du (Lot 217)-
Proxies to Frank Zhiang Zhu

Lai Lu (Lot 23), Yanjue Wang (Lot 122) – Proxies to Chi Man
Clement Chu

Chok Ping Yu & Kwan Lai Ng (Lot 169), Shui Mang Yu (Lot 174) –
Proxies to Shui Lin Yu

Hong Chen & Zheng Zhang (Lot 10) – Proxy to Catherine
Crawford

Yazdi Bhote (Company Nominee for Bhote Custodians Pty Ltd;
(Lot 112) – Proxy to Jesse Barker

Lionel J & Patricia R Krieger (Lot 126) – Proxy to Peter Rodgers
(from 7.30pm)

IN ATTENDANCE:

Gaurav Srivastava (Lot 76) – Proxy to Peter Rodgers

ES Halim, I H Liem, M P Halim (Lot 180) – Proxy to Chung Pung
Liu

Mr P Domazetovski & Mr M Domazetovski (Change Strata
Management Pty Limited)

Mr N Smith & Mr M Maher (Brookfield Global Integrated
Solutions Pty Ltd)

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

CHAIRPERSON: Mr K Ong

SECRETARY (ACTING): Mr P Domazetovski

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last general meeting of the Owners Corporation held Tuesday, 8 December, 2015 be confirmed as a true and accurate account of the proceedings of that meeting.

2. INSURANCE:

- 2.1 RESOLVED that the insurances held by the Owners Corporation be confirmed.
- 2.2 RESOLVED that the Owners Corporation take out the following additional insurances:
- (a) cover for strata committee members against liability for damage to property, death or bodily injury as provided in section 165(2) of the Act;
 - (b) cover against misappropriation of money or other property of the Owners Corporation as provided in section 165(2) of that Act; and
 - (c) any other insurances deemed necessary.

3. STRATA MANAGING AGENT'S REPORT:

- 3.1 NOTED that Change Strata Management report to the Owners Corporation as to whether, and what, commissions or training services have been provided or paid for Change Strata Management in the last 12 months and are likely to be provided to or paid for Change Strata Management for the following 12 months.

The following commissions have been provided to Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Date of Commission	Amount of Commission	Identity of Party Who Paid Commission	Purpose of Commission
N/A	Nil	N/A	N/A

The following commissions are likely to be provided to the Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Commission	Expected Amount of Commission	Identity of Party Who is Likely to Pay Commission	Likely Purpose of Commission
N/A	Nil	N/A	N/A

The following training services have been provided to or paid for Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Date of Training Service	Value or Cost of Training Service	Identity of Party Who Provided Training Service	Purpose of Training Service
N/A	Nil	N/A	N/A

The following training services are likely to be provided to or paid for Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Training Service	Expected Value or Cost of Training Service	Identity of Party Who is Likely to Provide Training Service	Likely Purpose of Training Service
N/A	Nil	N/A	N/A

4. APPOINTMENT OF AN AUDITOR:

- 4.1 RESOLVED that Kelly + Partners be appointed as auditor of the Owners Corporation.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

5. 10 YEAR CAPITAL WORKS FUND:

- 5.1 RESOLVED that the Owners Corporation prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period (if required) ("Capital Works Fund Plan"); or
- 5.3 RESOLVED that the Owners Corporation authorise and direct Change Strata Management to obtain quotations from a suitably qualified consultant for the purpose of preparing a 10 Year Capital Works Fund.

6. FINANCIAL STATEMENTS FOR 2015 – 2016:

- 6.1 NOT RESOLVED that the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the Owners Corporation and the auditor's report (if required) be adopted.

RESOLVED that the amount of \$11,476.37 shown as an overpayment to Sydney Water for charges for the period 3/1/14 to 4/2/14 under "Note 7 – Sundry Debtors" be written off as an audit and reconciliation of water expenses was undertaken for the World Tower Building Management Committee which reconciled over/under payments.

7. RESTRICTION ON SPENDING:

- 7.1 RESOLVED that the owners corporation remove the limitation in section 102(2) of the Act that prohibits spending an amount on any item or matter that is greater than the amount specified for the item or matter (plus 10%) in estimates provided for that item or matter in the budget adopted at the meeting:
- (a) generally

8. INTERNAL PAINTING:

- 8.1 NOT RESOLVED that the Owners Corporation approve the quotation from Apply Painting dated 2 February, 2017 for internal painting and the Strata Manager execute the contract on behalf of the Owners Corporation.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 8.2 NOT RESOLVED that the Owners Corporation approve the quotation from Marka Painting Services dated 31 January, 2017 for internal painting and the Strata Manager execute the contract on behalf of the Owners Corporation.
- 8.3 NOT RESOLVED that the Owners Corporation's seal be affixed to the final approved contract and all relevant documents in the presence of the Strata Managing Agent.

9. LIFT CAR RENOVATIONS:

- 9.1 NOT RESOLVED that the Owners Corporation approve the quotation from Schindler Lifts dated 3 February, 2017 (Quote # 47955_1) for \$224,000 + GST for lift car renovations and the Strata Manager execute a contract on behalf of the Owners Corporation.
- 9.2 NOT RESOLVED that the Owners Corporation's seal be affixed to the final approved contract and all relevant documents in the presence of the Strata Managing Agent.

10. SIGNAGE REQUIREMENTS:

- 10.1 RESOLVED that the Owners Corporation discuss damage to signage, missing signage on all apartment floors and the installation of evacuation signage/plans on all floors in compliance with the legislation, and resolve for the Building Manager to attend to it and obtain quotes for approval.

11. FAÇADE REMEDIAL WORKS:

- 11.1 RESOLVED that the Owners Corporation ratify the Strata Committee's decision to engage ARUP as façade engineers to undertake inspections, investigation, repair specifications and the tender of remedial works.
- 11.2 RESOLVED that the Owners Corporation authorise the Strata Committee to enter into and execute a contract for remedial works on behalf of the Owners corporation with the contractor selected by the Strata Committee on advice from the ARUP at the completion of the tender process, such contracts to be on terms negotiated by the ARUP and approved by the Strata Committee.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 11.3 RESOLVED that the Owners Corporation's seal be affixed to the final approved contract and all relevant documents in the presence of the Strata Managing Agent.

12. REFURBISHMENT WORKS:

- 12.1 NOTED that the Owners Corporation received an update on the state of the refurbishment works undertaken on level 38 and notes the project's completion.

13. SPECIAL BY-LAW 39: SHORT-TERM ACCOMMODATION:

- 13.1 SPECIALLY RESOLVED that The Owners – Strata Plan No. 72381 pursuant to section 141 of the *Strata Schemes Management Act 1996* ("Act") amend special by-law 39 in the following terms and that notification of this change to the by-laws be lodged for registration at the Registrar-General's Office:

SPECIAL BY-LAW 39

SHORT TERM ACCOMMODATION

Definitions and Interpretation

1. In this by-law:

Act means the *Strata Schemes Management Act 2015* (NSW);

Bedroom means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval;

Council means the City of Sydney Council;

DCP means Sydney Development Control Plan 2012;

EPA Act means the Environmental Planning and Assessment Act 1979 (NSW);

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise.

LEP means the Sydney Local Environmental Plan 2012;

Lot means any lot in Strata Plan 72381;

Occupier means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

registration of strata plan 72381;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Strata Scheme means the strata scheme constituted on registration of strata plan 72381;

Tourist and Visitor Accommodation means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:

- (a) backpackers' accommodation(as defined in the LEP);
- (b) bed and breakfast accommodation (as defined in the LEP);
- (c) hotel or motel accommodation(as defined in the LEP);
- (d) serviced apartments(as defined in the LEP);

Zone means B8 Metropolitan Centre pursuant to the LEP.

2. In this by-law:

- a. a word which denotes the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act; and
- d. references to legislation includes references to amending and replacing legislation.

3. To the extent that any term of this by-law is inconsistent with the Act, or any other Act or law, it is to be severed and the remainder of the terms of the by-law are to remain in force and enforceable.

Zoning requirements

4. The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP apply;
- (b) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
- (c) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

5. If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:
- (a) an Owner or Occupier may be prosecuted by Council and be liable for fines;
 - (b) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

Prohibited use

6. An Owner or Occupier of a Lot must:
- (a) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
 - (b) only use their Lot for its approved use;
 - (c) not use their Lot for any purpose that is prohibited or not permitted by Law;
 - (d) not enter into an arrangement with an Occupier that involves occupation of the Lot for less than 3 months unless they have development consent from the Council to use the Lot for Tourist and Visitor Accommodation or otherwise than for residential purposes;
 - (e) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation, or otherwise for occupation for less than 3 months, unless they have consent from the Council to use the Lot (or Lots) for that purpose;
 - (f) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council;
 - (g) not use any room, or area within a Lot, as a bedroom unless such room is a Bedroom

Owners required to provide information

7. Without in any way limiting section 139(2) of the Act, where an Owner or an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) of the Lot must notify the Owners Corporation prior to the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (a) the full name of the Occupier;
 - (b) the date of commencement of the occupation of the Lot by the Occupier;
 - (c) the term of the occupation.
8. An Owner of a Lot, or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide details of all Occupiers residing in the respective Lot at any given time (including a copy of any lease, sub-lease, licence or sub-licence), to the Owners Corporation prior to the respective Occupier occupying the Lot and upon demand.
9. If an Occupier leases or sub-leases or sub-licenses a Lot (or any part of a Lot), the lessor, sub-lessor or sub-licensor (as the case may be) must provide to the Owners Corporation, prior to the respective lessee, sub-lessee or sub-licensee occupying the Lot, written consent signed by the Owner (not the Owner's agent) of the Lot to the lease, sub-lease or sub-license and a copy of the lease, sub-lease or sub-licence with the lessee's, sub-lessees or sub-licensees name clearly identified.
10. An Owner or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

Recovery of costs

11. If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
 - (b) notify Council of any breach by the Owner or Occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action;
 - (c) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Occupier of a Lot as a debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

14. SPECIAL BY-LAW No. 16: KEEPING OF ANIMALS:

- 14.1 SPECIALLY RESOLVED that The Owners – Strata Plan No. 72381 pursuant to ss 136 and 141 of the *Strata Schemes Management Act 2015* repeal by-law 16 (keeping of animals) registered with the strata plan and replace that by-law with a new by-law 16 in the following terms and notification of this change to the by-laws be lodged for registration at the Registrar-General's Office:

Special By-Law No. 16

Keeping of Animals

1. An owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property.
2. An owner or occupier of a lot who, at the time of making this by-law, already has prior written approval of the owners corporation to keep an animal on the lot, and so keeps that animal, may continue keep that animal on the lot.
3. If an existing animal is kept on a lot by an owner or occupier with written approval of the owners corporation, such approval only extends to that animal and not any replacement animal, in which case further prior written approval of the owners corporation to keep the animal on the lot or common property is required.
4. A person that is not an owner and seeks approval to keep an animal on the lot, must when applying for the prior written approval of the owners corporation, provide to the owners corporation written approval for the keeping of the animal on the lot signed and dated by the owner of the lot.
5. The Owners Corporation may, in determining an application for written approval to keep an animal on a lot or common property:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (a) act in its own absolute discretion in deciding whether to approve or not approve the application;
 - (b) approve it unconditionally or impose conditions;
 - (c) disregard its previous decisions.
- 6. If an owner or occupier of a lot keeps an animal on the lot in accordance with the written approval of the owners corporation, the owner or occupier must:
 - (a) keep the animal within the lot;
 - (b) supervise the animal whenever it is on common property;
 - (c) take any action necessary to immediately clean all areas of the lot or common property that are soiled by the animal.
- 7. The owners corporation or strata committee may in its absolute discretion revoke an approval if:
 - (a) an owner or occupier does not comply with any conditions of approval;
 - (b) it is of the opinion that the animal causes a nuisance or hazard to the owner or occupier of another lot or unreasonably interferes with the use or enjoyment of another lot or the common property

and in such case an owner or occupier must remove the animal within 14 days, and keep the animal away, from the lot and common property.
- 8. If an owner or occupier of a lot fails to comply with any obligation under this by-law, the owners corporation may:
 - (a) request in writing that the owner or occupier comply with the terms of it, or enforce it against any owner or occupier of that lot (whichever is applicable), including taking the appropriate legal action;
 - (b) recover the costs (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the owner or occupier of a lot as a debt and such debt, if not paid at the end of one month after becoming due and payable, will

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

bear simple interest at the annual rate of 10% per annum
(accrued daily) until paid.

15. REPEAL SPECIAL BY-LAW 38 & WIND UP WTMR PTY LTD COMPANY & TRUST:

- 15.1 SPECIALLY RESOLVED that The Owners – Strata Plan No. 72381 pursuant to ss 136 and 141 of the *Strata Schemes Management Act* 2015 repeal special by-law 38 (empowering by-law) and notification of this change to the by-laws be lodged for registration at the Registrar-General's Office.
- 15.2 RESOLVED that The Owners – Strata Plan No. 72381 de-register WTMR Pty Limited (ACN 612 449 564) and wind up the WTMR Unit Trust and authorises and directs the strata committee to take such steps as are necessary to give effect to this resolution.

16. SPECIAL BY-LAW 38 – DISCLOSURE OF LEGAL & FINANCIAL ADVICE & INCURRED EXPENSES:

Motion requisitioned by the owner of Lot 17 (Mr B Pynt)

- 16.1 AMENDED & RESOLVED that within 14 calendar days of the Annual General Meeting the Executive Committee provide to any owner on request:
- (i) copies of all legal, financial and other advice the Executive Committee has obtained in respect of special by-law 38 and the entering into of a trust deed with WTMR Pty Ltd; and
 - (ii) a list of all costs and expenses incurred in connection with special by-law 38.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

17. REVIEW & CONSOLIDATED OF BY-LAWS:

17.1 RESOLVED that the owners corporation resolves:

- (a) to review its registered by-laws as required by to Schedule 3, Section 4 of the *Strata Schemes Management Act 2015 (NSW) (Act)*;
- (b) in accordance with section 103 of the Act and clause 26 of the *Strata Schemes Management Regulation 2016 (NSW) (Regulation)*, to engage Doyle Edwards Anderson Lawyers in accordance with its cost agreement and disclosure dated 16 January 2017 to review the owners corporation's existing by-laws and draft a set of new consolidated by-laws to comply with the Act and Regulation.

18. AMENDMENTS TO WORLD SQUARE STRATA MANAGEMENT STATEMENT:

18.1 SPECIALLY RESOLVED that The Owners - Strata Plan 72381 in accordance with Section 103 of the Strata Schemes Development Act 2015 and the provisions of the Strata Management Statement SP 71067 registered on 17 September 2003 (hereinafter the "World Square Strata Management Statement"):

1. That as to the identification and definition of the Components, the Lots, the Owners and the Members, the World Square Strata Management Statement be amended as follows:

- (a) At Page 4, the table appearing under the paragraph headed "What are the different components of the Building?" is deleted and replaced with the following table:

Component	Description	Member
World Tower	Lot 801 in DP 1057924	World Tower (Lot 801 Owner)
World Tower	Lot 802 in DP 1057924 which comprises Strata Plan 72381	World Tower (Lot 802 Owner)
World Tower	Lot 803 in DP 1057924 which comprises Strata Plan 71067	World Tower (Lot 803 Owner)
World Square	Lot 905 in DP 1074123	World Square Retail (Lot

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Retail	which comprises Strata Plan 74957	905 Owner)
World Square Retail	Lot 906 in DP 1074123 A and B	World Square Retail (Lot 906 Owner)
Latitude A	Lot 901 in DP 1074123	Latitude Projects (Lot 901 Owner)
Latitude B	Lot 902 in DP 1074123	Latitude Projects (Lot 902 Owner)
Latitude C	Lot 103 in DP 1122122 A and B	Latitude Projects (Lot 103 Owner)
World Square Retail	Lot 104 in DP 1122122 A and B	World Square Retail (Lot 104 Owner)
Monorail Station	Lot 201 in DP 1015733 A and B	The Monorail Station has consented to not being a Member

(b) At Page 6 and wheresoever else the following terms appear in the World Square Strata Management Statement (including at Schedule 2):

- i. "Lot 641" is deleted and replaced with "Lot 905";
- ii. "Lot 642" is deleted and replaced with "Lot 906";
- iii. "Lot 701" is deleted and replaced with "Lot 901";
- iv. "Lot 702" is deleted and replaced with "Lot 902";
- v. "Lot 703" is deleted and replaced with "Lot 103"; and
- vi. "Lot 704" is deleted and replaced with "Lot 104".

(c) At Page 7, the sentence commencing with the words "**Land** means" and concluding with the words "and the Monorail Station" is deleted and replaced with the following:

Land means Lot 801 in Deposited Plan 1057924, Lot 802 in Deposited Plan 1057924 (which comprises Strata Plan 72381), Lot 803 in Deposited Plan 1057924 (which comprises Strata Plan 71067), Lot 905 in Deposited Plan 1074123 (which comprises 74957), Lot 906 in Deposited Plan 1074123, A and B, Lot 901 in Deposited Plan 1074123, Lot 902 in Deposited Plan

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

1074123, Lot 103 in Deposited Plan 1122122, A and B, Lot 104 in Deposited Plan 1122122, A and B and Lot 201 in Deposited Plan 1015733.

- (d) At Page 7, the sentence commencing with the words “**Latitude A** means” and concluding with the words “Plan 1049126.” is deleted and replaced with the following:

Latitude A means Lot 901 in Deposited Plan 1074123.

- (e) At Page 7, the sentence commencing with the words “**Latitude B** means” and concluding with the words “Plan 1049126.” is deleted and replaced with the following:

Latitude B means Lot 902 in Deposited Plan 1074123.

- (f) At Page 7, the sentence commencing with the words “**Latitude C** means” and concluding with the words “Plan 1049126.” is deleted and replaced with the following:

Latitude C means Lot 103 in Deposited Plan 1122122, A and B.

- (g) At Page 9, the sentence commencing with the words “**World Square Retail** means” and concluding the words “Plan 1049126.” is deleted and replaced with the following:

World Square Retail means Lot 905 in Deposited Plan 1074123 (which comprises 74957), Lot 906 in Deposited Plan 1074123, A and B, and Lot 104 in Deposited Plan 1122122, A and B.

- (h) At Page 9, the sentence commencing with the words “**World Tower** means” and concluding the words “subdivision of World Tower.” is deleted and replaced with the following:

World Tower means Lot 801 in Deposited Plan 1057924, Lot 802 in Deposited Plan 1057924 (which comprises Strata Plan 72381), Lot 803 in Deposited Plan 1057924 (which comprises Strata Plan 71067).

- (i) At Page 33, the words “Deposited Plan 1057924.” are inserted after the words:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Lot 801 means Lot 801 in

- (j) At Page 33, the words "Deposited Plan 1057924." are inserted after the words:

Lot 802 means Lot 802 in

- (k) At Page 33, the words "Deposited Plan 1057924." are inserted after the words:

Lot 803 means Lot 803 in

2. **That** as to the calculation of the Shared Costs charged to Members for the use of the Shared Facilities pursuant to Clause 3.12, Page 24 and Part 1 of Schedule 2, Pages 59-61, the World Square Strata Management Statement be amended pursuant to Clause 3.13(b)(i) in respect of the division of the Shared Costs and the proportions payable by Lot 104 (formerly Lot 704), Lot 905 (formerly Lot 641) and Lot 906 (formerly Lot 642) in accordance with the amended division of Shared Costs for those Lots which is set out in the document attached to the Notice of this meeting and marked Annexure B1.
3. **That** as to the calculation of the Shared Costs charged to Members for the use of the Shared Facilities pursuant to Clause 3.12, Page 24 and Part 1 of Schedule 2, Pages 59-61, the World Square Strata Management Statement be amended pursuant to Clause 3.13(b)(i) by the deletion of Items 6a, 6b and 7 from Part 1 of Schedule 2 and the insertion of Items 6a, 6b, 7a, 7b and 7c into Part 1 of Schedule 2 in accordance with the amended division of Shared Costs for those Items which is set out document attached to the Notice of this meeting and marked Annexure B2.
4. **That** as to the calculation of the Shared Costs charged to Members for the use of the Shared Facilities pursuant to the table at Pages 59-61 comprised in Schedule 2, in recognition of the amendments made and registered under dealing number AA179031K and the additional amendments made in respect of motions 1, 2 and 3 which immediately precede this motion, the World Square Strata Management Statement be amended by the removal and deletion of Pages 59-61 and the insertion of Pages 59-61 in accordance with the amended version attached hereto and marked Annexure B3.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

5. That as to the Interpretations contained in the Dictionary at Clause 1.1, Pages 7 – 9, the World Square Strata Management Statement be amended by the insertion after the sentence commencing with the words “**Public Car Park** means” and before the sentence commencing with the words “**Representative** is” with the following:

Relative Proportion of Value means the relative proportion of the value of each Stratum Lot, determined based on the values as declared by each Member for its Stratum Lot, which must not be less than the value for each Stratum Lot as set out in the most recent valuation report for the Building prepared at request of the Committee.

6. That as to the Interpretations contained in the Dictionary at Clause 1.1, Pages 7 – 9, the World Square Strata Management Statement be amended by the deletion of the sentence commencing with the words “**Special Resolution** means” and replacing it with the following:

Special Resolution means a resolution that is passed at a duly convened general meeting of the Committee against which no more than one quarter in value of votes is cast by Members who are entitled to vote. The value of each Member’s vote is determined in accordance with the percentage contribution allocated to the Member in Part 1 of Schedule 2 of this Statement for the items which is the subject of the Resolution and which is described in Part 1 of Schedule 1 of this Statement. If the subject of the Resolution does not fall within any item described in Part 1 of Schedule 1, the following percentages will be used to determine the value of each Member’s vote:

Lot 801 - 9%,	Lot 802 - 12%,
Lot 803 - 14%,	Lot 905 - 2.5%,
Lot 906 - 2.1%,	Lot 901 - 36.1%,
Lot 902 - 3.2%,	Lot 103 - 12.8%,
Lot 104 - 8.3%	Lot 201 - 0%.

7. That the Representative under the World Square Strata Management Statement, the members of the Executive Committee and/or the Strata Manager are directed and instructed to vote in the affirmative and approve the amendments to the World Square Strata Management Statement the subject of motions 1-6 which immediately precede this motion at a meeting of the Members of the Committee convened for that purpose.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

8. That the subject to receipt of confirmation from the other Members comprised in the World Square Strata Management Statement approving the amendments to the World Square Strata Management Statement, the amendments be prepared, executed and lodged for registration as required under Section 103 of the Strata Schemes Development Act 2015 and directs and instructs the Representative under the World Square Strata Management Statement, the members of the Strata Committee and/or the strata managing agent to affix the Seal of the Owners Corporation to all documents required, and to take all other steps necessary, to give effect to the resolutions approved under motions 1-7 which immediately precede this motion.
9. That the strata managing agent for the Owners-Strata Plan 72381 be authorised to produce the common property Certificate of Title and may take such steps as are required to have the amendments registered.

19. BUILDING MANAGEMENT AGREEMENT:

19.1 NOT RESOLVED that The Owners – Strata Plan No. 72381 resolves to:

- (a) appoint Brookfield Global Integrated Solutions BM Pty Ltd as its Building Manager as and from 22 February, 2017 in accordance with the Building Management Agreement attached to the notice of this meeting;
- (b) execute the Building Management Agreement, attached to the notice of this meeting, by delegating the power to affix the common seal of the owners corporation to the strata managing agent in accordance with section 238 of the *Strata Schemes Management Act 1996*.

AMENDED & RESOLVED that at least one more proposal for Building Management be obtained in addition to that received by Brookfield Global Integrated Solutions and an Extraordinary General Meeting be held to approve the building management agreement.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

20. FILE NO. SCS16/28378 - BISHOY ABDEL-MESSIH Vs THE OWNERS – SP 72381:

- 20.1 RESOLVED that The owners corporation, for the avoidance of any doubt and to ensure that any issues said to arise under or in connection with and pursuant to section 103 of the *Strata Schemes Management Act 2015 (NSW)* and/or regulation 16 of the *Strata Schemes Management 2016 (NSW)* is appropriately addressed, to authorise, approve and ratify the decision made by the strata committee on 22 September 2016 to defend the Application for Tribunal Orders filed in the NSW Civil and Administrative Tribunal by Bishoy Abdel-Messih (file no. SCS16/40197) and to engage Doyle Edwards Anderson Layers Pty Ltd to provide legal advice and legal services in relation to such application, and any issues arising in relation to those matters, in accordance with its cost agreement and disclosures dated 13 September 2016 and 23 December 2016.

21. BUDGET FOR 2016 – 2017:

- 21.1 AMENDED & RESOLVED that in accordance with section 79(1) and (2) of the Act, the Owners Corporation estimates that in respect of the period from 1 August, 2016 to 31 July, 2017, it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the attached budget.

22. LEVY CONTRIBUTIONS:

- 22.1 AMENDED & RESOLVED that in accordance with section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied, to raise the amounts estimated as needing to be credited to the administrative and capital works funds:
- (a) to the administrative fund, the sum of \$1,971,533 + GST; and
 - (b) to the capital works fund, the sum of \$180,000 + GST; and
- 22.2 AMENDED & RESOLVED that the administrative fund contributions be paid in installments being:
- (a) Installment 1 of \$547,648 + GST due and payable on 1 August, 2016 (already raised); and

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (b) Installment 2 of \$547,648 + GST due and payable on 1 November, 2016 (already raised); and
 - (c) Installment 3 of \$438,118.50 + GST due and payable on 1 February, 2017; and
 - (d) Installment 4 of \$438,118.50 + GST due and payable on 1 May, 2017; and
 - (e) Installment 5 of \$438,118.50 + GST due and payable on 1 August, 2017.
- 22.3 AMENDED & RESOLVED that the capital works fund contributions be paid in installments being:
- (a) Installment 1 of \$50,000 + GST due and payable on 1 August, 2016 (already raised); and
 - (b) Installment 2 of \$50,000 + GST due and payable on 1 November, 2016 (already raised); and
 - (c) Installment 3 of \$40,000 + GST due and payable on 1 February, 2017; and
 - (d) Installment 4 of \$40,000 + GST due and payable on 1 May, 2017; and
 - (e) Installment 5 of \$40,000 + GST due and payable on 1 August, 2017.
- 22.4 RESOLVED that following resolutions 22.2 (e) and 22.3 (e), the administration fund and capital works fund contributions be continued at quarterly intervals until further determined.
- 22.5 RESOLVED that the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

23. REVIEW OF LEVY CONTRIBUTIONS:

Motions requisitioned by the owner of Lot 168 (Mr F Zhu)

- 23.1 NOT PUT That the new contributions to the administrative fund are to be reviewed and determined by Owners Cooperation.
- 23.2 NOT PUT That the contributions to the sinking fund are to be reviewed and determined by Owners Cooperation.

NOTED that the owner requisitioning the motions withdrew the motions.

24. BUDGET & LEVY CONTRIBUTIONS REVIEW:

Motions requisitioned by the owner of Lot 234 (Ms Y Zhang)

- 24.1 NOT PUT That the owners corporation review the budget with all costs involved for the coming year in the AGM each year and each owner remains right to access to all budget details at request.
- 24.2 NOT PUT That the owners corporation reserve the right to review and adjust levy charge for owners based on budget for coming year at the AGM.

NOTED that the owner requisitioning the motions withdrew the motions.

25. DEALING WITH OVERDUE CONTRIBUTIONS:

- 25.1 NOT RESOLVED that the Owners Corporation deals with overdue contributions payable to the Owners Corporation as follows:
- (a) In respect of any payment plan under section 85 (5) of the *Strata Schemes Management Act 2015* ("Payment Plan"):
 - (i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5) for the payment of overdue contributions, either generally or in particular cases as follows:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- Where a lot is in arrears for an amount of less than \$5,000, and the payment plan provides for repayment of that outstanding balance, in addition to accruing liabilities, within 12 months; or
- In the case of a specific lot, on the basis that the payment plan provides for the repayment of the entire outstanding balance, in addition to accruing liabilities, within 12 months.

(ii) While the lot Owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the *Strata Schemes Management Act 2015* to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same.

(iii) However, if the lot Owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in 25.2 below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same.

25.2 RESOLVED that in respect of any unpaid contributions and interest which have remained unpaid for a period of at least 14 days after the date that they became due and payable, the Owners Corporation authorises Change Strata Management and the Strata Committee to take all necessary steps, set out in (a) – (d) below, on its behalf to recover a contribution, from any person liable to pay a contribution:

- (a) the Owners Corporation will first issue a written demand for immediate payment (“**First Demand**”).
- (b) if those unpaid contributions and interest remain wholly or partly unpaid in a further 14 days after the issue of the First Demand, the Owners Corporation will engage solicitors to issue a further demand for immediate payment of the unpaid amount (“**Legal Demand**”).

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (c) if the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the Owners Corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the *Strata Schemes Management Act 2015* ("Notice of Action") in respect of the action proposed to be taken under 0 below.
- (d) on the expiry of the required 21 days after the giving of the Notice of Action the Owners Corporation will commence proceedings against the lot Owner concerned for the recovery of the unpaid contributions, interest and the expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.

25.3 RESOLVED that where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the *Strata Schemes Management Act 2015* the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the Owner of the lot referred to.

26. ANNUAL FIRE SAFETY STATEMENT:

26.1 NOT RESOLVED that the Owners Corporation:

- (a) consider the existing annual fire safety statement (if one is required for the building) under the *Environmental Planning and Assessment Act 1979*;
- (b) engage a suitably qualified consultant to prepare, and do all things reasonably necessary to enable the Owners Corporation obtain, the next annual fire safety statement (if one is required for the building);
- (c) authorise and direct Change Strata Management to obtain and accept a quotation from, and to appoint, that consultant for that purpose; and
- (d) authorise and direct either Change Strata Management, the building manager or appropriate consultant to sign and lodge with the local council, and give a copy to the NSW Fire Commissioner of, the next annual fire safety statement on behalf of the Owners Corporation.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

NOTED that the World Square Building Management Committee (BMC) is responsible for the submission of one Annual Fire Safety Statement for World Tower as a whole.

27. LIFT REGISTRATION:

27.1 RESOLVED that Change Strata Management be authorised and directed to:

- (a) on an annual basis, obtain a quotation from and appoint a suitably qualified consultant to provide a statement as to whether the lift equipment and other applicable plant in the building is safe to operate; and
- (b) upon receipt of that statement, sign on behalf of the Owners Corporation and lodge with WorkCover an application to register or renew the registration of the lift equipment and other applicable plant in the building.

28. WINDOW SAFETY DEVICES:

28.1 REOLVED that the Owners Corporation:

- (a) engage a suitably qualified consultant to carry out an inspection of the building and provide a report identifying any windows that do not have but require complying window safety devices pursuant to section 118 of the Act; and
- (b) authorise and direct Building Management to obtain a quotation from and to appoint a suitably qualified consultant to undertake that inspection and prepare that report; and
- (c) authorise and direct Building Management to obtain a quotation/s from and to appoint a suitably qualified contractor to install complying window safety devices on any windows identified in that report.

29. ELECTRONIC FORM OF RECORD KEEPING:

29.1 RESOLVED that the Owners Corporation determines that the strata roll and any other record required to be made or stored by it may be made or stored in electronic form.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

30. ELECTRONIC VOTING:

30.1 NOT RESOLVED that the Owners Corporation permit any of the following means of voting on a matter to be determined by the Owners Corporation at any subsequent general meeting:

- (a) before the meeting at which the matter (not being an election) is to be determined by the owners corporation – voting by means of email or any voting website of the Owners Corporation; and
- (b) while participating in a meeting from a remote location – voting by means of teleconference, video-conferencing, email or any voting website of the Owners Corporation.

31. STRATA COMMITTEE:

31.1 RESOLVED that the Owners Corporation elect the Strata Committee as follows:

- (a) The Chairperson is to announce the names of the candidates already nominated in writing for election to the Strata Committee:

Mr C P Liu (Lot 7; Self-Nominated)
Mr T Saunders (Nominated by Lot 150)
Mr F X Zhu (Lot 168; Self-Nominated)
Mr S Yu (Lot 179; Self-Nominated)
Mr Y Chen (Lot 198; Self-Nominated)
Mr R Novianto (Nominated by Lot 221)
Ms Y Zhang (Lot 234; Self-Nominated)

NOTED candidates for election to the Strata Committee disclosed they had no conflict of interest with any person, party, contractor or organisation associated with or engaged by the Owners Corporation.

- (b) The Chairperson is to call for any oral nominations of candidates eligible for election to the Strata Committee:

Nil

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (c) The Owners Corporation decide the number of members of the Strata Committee be Five (5).
- (d) If the number of candidates for election is greater than the number of members of the Strata Committee so decided—a ballot is to be held in accordance with clause 10 of the *Strata Schemes Management Regulation 2016*. Following the ballot, the following owners be elected to the Strata Committee:
 - Mr C P Liu (Lot 7)
 - Mr F X Zhu (Lot 168)
 - Mr S Yu (Lot 179)
 - Mr Y Chen (Lot 198)
 - Ms Y Zhang (Lot 234)

32. ADDITIONAL MEMBERS ON STRATA COMMITTEE:

Motion requisitioned by the owner of Lot 234 (Ms G Zhang)

- 32.1 NOT PUT That the owners corporation accept more members into the Executive Committee and have an odd number of members on board.

NOTED that the owner requisitioning the motion withdrew the motion.

33. RESTRICTIONS ON POWERS OF THE STRATA COMMITTEE:

- 33.1 RESOLVED that the existing restriction of \$75,000 on expenditure be imposed on the Strata Committee in addition to those restrictions currently imposed in the Act. Expenditure over \$75,000 requires at least 2 proposals be received and a general meeting of the Owners Corporation be convened.

34. NOMINATIONS TO WORLD TOWER BUILDING MANAGEMENT COMMITTEE:

- 34.1 SPECIALLY RESOLVED that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Ms Y Zhang as their Representative and Mr S Yu as their Substitute Representative to the World Tower Building Management Committee constituted under that Act and the Strata Management Statement.

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

35.1 SPECIALLY RESOLVED that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Ms Y Zhang as their Representative and Mr Y Chen as their Substitute Representative to the World Square Building Management Committee constituted under that Act and the *Strata Management Statement*.

36.1 NOT RESOLVED that the owners corporation lodge an appeal against the judgment of the Supreme Court of NSW in the proceedings against The Owners – Strata Plan No. 71067 (Low Rise) (case no. 2016/110110) regarding the work to the shared facility Lobby and, if so, whether to accept the costs agreement and disclosure provided by Doyle Edwards Anderson Lawyers tabled at this meeting.

NOTED that prior to the meeting, correspondence drafted by the incoming Strata Committee was circulated to certain owners at the building and in attendance at the Annual General Meeting. A copy of that correspondence is enclosed.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 9:55pm.

Date _____

Notice of the Meeting

Building Management Committee

WORLD SQUARE

Tuesday, 7 February 2017, at 10:30 AM

Venue: Brookfield Commercial Operations P/L

(Ernst & Young Centre)

Level 15, Suite 15.03, 680 George Street, Sydney

This meeting notice is addressed to the Members of the
World Square Building Management Committee
as constituted by the World Square Strata Management Statement

A G E N D A

Tuesday, 7 February 2017, at 10:30 AM

Brookfield Commercial Operations P/L (Ernst & Young Centre)

Level 15, Suite 15.03, 680 George Street, Sydney

() Reference to a section is reference to a section in the World Square Strata Management Statement registered on 17 September 2003*

Minutes

Confirmation of the Minutes **That** the Minutes of the Adjourned Building Management Committee Meeting held 12 August 2016 be adopted.

Finance

Preparing Budgets, Determining Contributions and Paying Contributions

a) **That**, pursuant to sections 3.16* and 3.17*, contributions to the administrative fund be estimated per annum, including GST, at:

Administrative Fund \$ 1,965,000.00

b) **That** it be determined whether to establish a sinking fund.

c) **That**, pursuant to section 3.18*, the administrative fund contributions be paid in equal monthly instalments, effective from 1 March 2017.

Governance

Facilities Management Agreement **That**, pursuant to section 3.8*, the Building Management Committee renew the Facilities Management Agreement with Brookfield Commercial Operations Pty. Limited as its Facilities Manager and delegate functions to it on the terms and conditions as set out in the agreement tabled at the meeting.

Correspondence from JLL (Annexure A – 9 pages inclusive) **That** the Building Management Committee review and discuss the correspondence from JLL, as identified on the "Annexure A" attached to the notice of this meeting (9 pages inclusive), and instruct the Managing Agent to:

a) obtain legal advice on behalf of the Building Management Committee as to the liability of the Committee and/or individual Members in regards to the contents of the correspondence; and

b) obtain advice from JLT (insurance broker) on behalf of the Building Management Committee as to the liability of the Committee and/or individual Members in regards to the contents of the correspondence.

Meetings

Meetings of the Committee **That**, pursuant to section 3.4*, the Building Management Committee schedule the date for the next meeting.

Date of Notice: 30 January 2017

NOTE: *In order to ensure correct representation on behalf of a Member and in accordance with the World Square Strata Management Statement, each Member must elect an authorised Representative to represent their interests at the meeting. If representation for your Member has changed or a Substitute Representative need to be appointed, please advise of this in writing prior to the meeting. You will not be entitled to vote at the meeting on behalf of your Member unless the Member is financial. If you are unsure of your Member's financial status, please contact the Managing Agent prior to the meeting.*

MINUTES

Adjourned Meeting of the Building Management Committee **WORLD SQUARE**
held on Friday, 12 August 2016, at 10:30 AM

(*) Reference to a section is reference to a section in the World Square Strata Management Statement registered on 17 September 2003

- Present:**
- Fei Wu – Representative for Lot 802 (Strata Plan 72381)
 - Benjamin Mees – Representative for Lot 803 (Strata Plan 71067)
 - Alex Borzilo – Representative for Lot 905 (Strata Plan 74957) and Substitute Representative for Lots 906 and 104 (ISPT Pty. Limited & AWP Management No. 2 Pty. Limited)
 - John Fairbairn – Representative for Lots 901 and 902 (Latitude Landowner Pty. Limited) and Lot 103 (Latitude Site C Landowning Pty. Limited & Pitt Real Estate Netherlands BV)
- Attending:**
- Antonio Marco (Brookfield Commercial Operations Pty. Limited)
 - Peter Wernerson (Building Management Australia Pty. Limited)
- Chairman:**
- Alex Borzilo opened proceedings at 10:45 AM

Minutes

Confirmation of the Minutes **Resolved** that the Minutes of the Adjourned Building Management Committee Meeting held 15 February 2016 be adopted.

Finance

Preparing Financial Statements – Financials **Resolved** that, pursuant to section 3.19*, the audited statement of financial position and performance for the year ended 29 February 2016 be adopted.

- Banking Money* a) **Resolved** that, pursuant to section 3.20*, the funds distribution for the year ended 29 February 2016 be in proportion to the contributions paid by each Member, as follows:

	Year End 29/02/2016
Lot 801	\$ 29,228.78
Lot 802	\$ 36,979.75
Lot 803	\$ 46,987.68
Lot 901	\$ 85,164.00
Lot 902	- \$ 5,565.70
Lot 103	\$ 14,256.46
Lot 104	\$ 14,370.26
Lot 905	\$ 7,200.18
Lot 906	\$ 85,303.17
Total Distribution	\$ 313,924.57

(refer to Appendix A of HLB Mann Judd audit report dated 22 April 2016)

- b) **Resolved** that the funds be distributed to each respective Member's account for the year ended 29 February 2016.

*Distribution of
Funds Received
From the BMC
Hordern Towers*

Resolved that, pursuant to the terms of the Easement contained in Section 88B instrument comprised in DP 268502 and World Square & Hordern Towers cost allocation & dissection report compiled by Napier & Blakeley Pty. Limited (Ref. #2003020), the funds received from the BMC Hordern Towers for the period 01/03/2015 – 29/02/2016 be distributed to each respective Member's account, as follows:

Lot 801	\$ 12,128.77
Lot 802	\$ 15,121.53
Lot 803	\$ 19,142.91
Lot 901	\$ 32,029.25
Lot 902	\$ 2,762.50
Lot 103	\$ 8,820.31
Lot 104	\$ 12,991.20

Distribution of Funds Received From the BMC Hordern Towers (continued)

Lot 905	\$ 7,212.11
Lot 906	\$ 32,261.87
Total Distribution	\$ 142,470.45

(refer to Appendix B of HLB Mann Judd audit report dated 22 April 2016)

Governance

Functions of the Committee and its Office Bearers

- a) **That**, pursuant to section 2.2*, the Building Management Committee appoint Representatives as Officers to help the Committee perform its functions.

Motion Failed

- b) **That** duty of the Officer be clearly determined.

Motion Withdrawn

BMC Agency Agreement

Resolved that, pursuant to section 3.9*, the Building Management Committee renew the Agreement with Bright & Duggan Pty. Limited as its Managing Agent and delegate functions to it on the terms and conditions set out in the Building Management Committee Agency Agreement tabled at the meeting.

Asset Maintenance

Insurance Damage Policy – Valuation Report

- a) **Resolved** that, pursuant to section 2.4*, Napier & Blakeley Pty. Limited carry out a desk revaluation for insurance purposes.
- b) **Resolved** that, pursuant to section 2.4*, the Managing Agent is authorised to instruct JLT to adjust the sum insured to an amount not less than that stated in the new valuation report.

Insurance Damage Policy & Other Insurance – Renewal

Resolved that, pursuant to sections 2.4* and 2.5*, the insurances be confirmed and the individual Members to advise JLT and the Managing Agent of the declared values for their Lot, for the period 30/09/2016 – 30/09/2017, the declared ISR amount for each Lot not being less than the amount stated in the valuation report prepared by Napier & Blakeley Pty. Limited dated 28 April 2016.

Additional Contributions for Insurance Renewal

- a) **Resolved** that the Managing Agent is authorised to instruct JLT to advise each Member of the premium amount due, including the broker fees, for their Lot, for the insurance renewal period 30/09/2016 – 30/09/2017, based on the declared amounts.
- b) **Resolved** that the Managing Agent is authorised and instructed to raise on each Member's Lot account a Special Insurance Premium Contribution Notice, stating the amount required to pay their 30/09/2016 – 30/09/2017 insurance renewal premium.

*Additional
Contributions for
Insurance
Renewal
(continued)*

- c) **Resolved** that each Member is to remit the premium amount within fourteen (14) days of the Special Insurance Premium Contribution Notice served on the Lot and the Managing Agent is authorised and instructed to pay the full insurance premium for the period 30/09/2016 – 30/09/2017 directly to JLT.

*Car Park LED
Replacement
Project*

Resolved that the Building Management Committee reviewed and approved the proposal from Brookfield Property Partners, dated 1 August 2016, to undertake an LED Replacement Project in the Car Park, in accordance with the provisions of Schedule 1 & 2 (Part 1 – R&M General-Carpark), in the sum of \$160,458.00, and authorised use of the collected funds in the Sinking Fund originally contributed to Air Con/Ventilation-C/Park & Fire Services-Carpark Shared Facilities.

Meetings

*Meetings of the
Committee*

Resolved that, pursuant to section 3.4*, the Building Management Committee scheduled the date for the next meeting on Tuesday 7 February 2017, at 10:30 AM.

The Chairman declared the meeting closed at 11:15 AM

BMC WORLD SQUARE

Pitt And George Streets
Goulburn And Liverpool Streets
Sydney NSW 2000

STATEMENT OF FINANCIAL POSITION AS AT 12 JANUARY 2017

<u>OWNERS FUNDS</u>	<u>ACTUAL</u> <u>29/02/16</u>	<u>ACTUAL</u> <u>12/01/17</u>
Administrative Fund	0.00	587,130.51
Capital Works Fund	272,729.09	212,729.09
<u>TOTAL</u>	\$ 272,729.09	\$ 799,859.60

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	924,257.26	1,049,665.73
BMC Y/E Distribution	(313,924.56)	0.00
Hordern Towers Distribution	(193,914.60)	0.00
Levies In Arrears	0.00	13,562.45
Second Debtors	226,844.08	(14,081.09)

<u>TOTAL ASSETS</u>	643,262.18	1,049,147.09
----------------------------	-------------------	---------------------

LIABILITIES

G S T Clearing Account	(56,747.13)	22,104.83
P A Y G Clearing A/C	(236.53)	(444.43)
Creditors	29,296.09	0.00
Accrued Expenses	182,000.00	0.00
Levies In Advance	25,352.14	36,758.57
Other Payments In Advance	190,868.52	190,868.52

<u>TOTAL LIABILITIES</u>	370,533.09	249,287.49
---------------------------------	-------------------	-------------------

<u>NET ASSETS</u>	\$ 272,729.09	\$ 799,859.60
--------------------------	----------------------	----------------------

BMC WORLD SQUARE

Pitt And George Streets
Goulburn And Liverpool Streets
Sydney NSW 2000

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 MARCH 2016 TO 12 JANUARY 2017

<u>ADMINISTRATIVE FUND</u>	ACTUAL 01/03/15-29/02/16	ACTUAL 01/03/16-12/01/17	BUDGET 01/03/16-28/02/17	BUDGET 01/03/17-28/02/18
<u>INCOME</u>				
Levies - Administrative Fund	1,994,208.00	1,822,293.00	1,987,950.00	1,965,000.00
Hordern Towers Contributions	193,914.60	0.00	190,868.50	162,071.60
Hordern Towers Distribution	(193,914.60)	0.00	0.00	0.00
Bank Interest	4,387.44	1,856.17	0.00	0.00
Tax Refund	13.30	0.00	0.00	0.00
BMC Y/E Distribution	(313,924.56)	0.00	0.00	0.00
GST On Income	(152,753.04)	(165,663.00)	(198,074.41)	(193,370.14)
<u>TOTAL ADMIN. FUND INCOME</u>	1,531,931.14	1,658,486.17	1,980,744.09	1,933,701.46
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>Management</u>	677,631.14	566,653.63	655,000.00	725,000.00
Administration Fees-Bmc	357,965.50	250,566.58	300,000.00	330,000.00
Disbursements	73,299.18	48,715.26	50,000.00	50,000.00
Audit Costs-Bmc	4,210.00	4,320.00	5,000.00	5,000.00
L/Dock Attendant	242,156.46	263,051.79	300,000.00	340,000.00
<u>Operating Expenses</u>	996,962.59	600,257.07	1,332,950.00	1,240,000.00
Water Usage Costs	8,011.59	0.00	30,000.00	20,000.00
Air Con/Ventilation-L/Dock	0.00	4,719.55	5,000.00	5,000.00
Air Con/Ventilation-C/Park	30,963.79	68,474.93	70,000.00	70,000.00
Cleaning-Loading Dock	20,992.32	19,622.46	25,000.00	25,000.00
Cleaning-Carpark	44,946.58	43,401.49	50,000.00	50,000.00
Electricity-M/Vent C/Park	310,084.03	100,344.85	380,000.00	280,000.00
Electricity-M/Vent L/Dock	10,296.10	4,228.90	15,000.00	12,000.00
Electricity-Carpark Lighting	150,945.54	18,996.21	180,000.00	150,000.00
Fire Services-Carpark	111,098.99	108,091.24	280,000.00	180,000.00
Fire Services-Loading Dock	4,955.32	3,960.30	10,000.00	10,000.00
Pest Control-Loading Dock	0.00	0.00	1,000.00	1,000.00
Pest Control-Carpark	0.00	0.00	1,000.00	1,000.00
Carpark-Roller S/Boomgates	14,417.31	10,995.61	20,000.00	20,000.00
R&m General-Carpark	114,387.20	182,332.67	200,000.00	350,000.00
R&m General-Loading Dock	98,541.99	31,772.40	50,000.00	50,000.00
R&m General-Bmc	32,387.52	1,815.00	10,000.00	10,000.00
Evac/Equipment-Carpark	0.00	0.00	1,000.00	1,000.00
Evac/Equipment-Loading Dock	0.00	0.00	1,000.00	1,000.00
Security Equipment-C/Park	0.00	0.00	1,000.00	1,000.00
Security Equipment-L/Dock	43,600.32	831.36	1,000.00	1,000.00

BMC WORLD SQUARE

Pitt And George Streets
Goulburn And Liverpool Streets
Sydney NSW 2000

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 MARCH 2016 TO 12 JANUARY 2017

<u>(Continued)</u>	ACTUAL 01/03/15-29/02/16	ACTUAL 01/03/16-12/01/17	BUDGET 01/03/16-28/02/17	BUDGET 01/03/17-28/02/18
Tax-Income Tax	(46.00)	0.00	250.00	250.00
Tax-Installment	1,214.99	505.10	1,500.00	1,500.00
Tax-Return	165.00	165.00	200.00	250.00
GST On Expenses	(142,662.59)	(95,555.04)	(177,836.42)	(176,659.13)
<u>TOTAL ADMIN. EXPENDITURE</u>	1,531,931.14	1,071,355.66	1,810,113.58	1,788,340.87
<u>SURPLUS / DEFICIT</u>	\$ 0.00	\$ 587,130.51	\$ 170,630.51	\$ 145,360.59
Opening Admin. Balance	0.00	0.00	0.00	587,130.51
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 0.00	\$ 587,130.51	\$ 170,630.51	\$ 732,491.10

BMC WORLD SQUARE

Pitt And George Streets
Goulburn And Liverpool Streets
Sydney NSW 2000

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD 1 MARCH 2016 TO 12 JANUARY 2017

<u>CAPITAL WORKS FUND</u>	ACTUAL 01/03/15-29/02/16	ACTUAL 01/03/16-12/01/17	BUDGET 01/03/16-28/02/17	BUDGET 01/03/17-28/02/18
<u>INCOME</u>				
Levies - Capital Works Fund	199,994.00	0.00	0.00	0.00
GST On Income	(18,181.27)	0.00	0.00	0.00
<u>TOTAL CAPITAL WORKS INCOME</u>	181,812.73	0.00	0.00	0.00
<u>EXPENDITURE - CAPITAL WORKS</u>				
R&m General-Carpark	0.00	66,000.00	0.00	110,000.00
GST On Expenses	0.00	(6,000.00)	0.00	(10,000.00)
<u>TOTAL CAP. WORKS EXPENDITURE</u>	\$ 0.00	\$ 60,000.00	\$ 0.00	\$ 100,000.00
<u>SURPLUS / DEFICIT</u>	\$ 181,812.73	\$ (60,000.00)	\$ 0.00	\$ (100,000.00)
Opening Capital Works Balance	90,916.36	272,729.09	272,729.09	212,729.09
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 272,729.09	\$ 212,729.09	\$ 272,729.09	\$ 112,729.09

BMC WORLD SQUARE																			
Budget 01/03/2017 - 28/02/2018																			
Shared Facility Name Administrative Fund	BMC	LOT 801		LOT 802		LOT 803		LOT 905		LOT 906		LOT 901		LOT 902		LOT 103		LOT 104	
		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
ADMINISTRATION FEES-BMC	\$ 330,000.00	7	\$ 23,100.00	8	\$ 26,400.00	10	\$ 33,000.00	12.5	\$ 41,250.00	12.5	\$ 41,250.00	12.5	\$ 41,250.00	12.5	\$ 41,250.00	12.5	\$ 41,250.00	12.5	\$ 41,250.00
DISBURSEMENTS	\$ 50,000.00	7	\$ 3,500.00	8	\$ 4,000.00	10	\$ 5,000.00	12.5	\$ 6,250.00	12.5	\$ 6,250.00	12.5	\$ 6,250.00	12.5	\$ 6,250.00	12.5	\$ 6,250.00	12.5	\$ 6,250.00
AUDIT COSTS-BMC	\$ 5,000.00	7	\$ 350.00	8	\$ 400.00	10	\$ 500.00	12.5	\$ 625.00	12.5	\$ 625.00	12.5	\$ 625.00	12.5	\$ 625.00	12.5	\$ 625.00	12.5	\$ 625.00
L/DOCK ATTENDANT	\$ 340,000.00	7	\$ 23,800.00	9	\$ 30,600.00	12	\$ 40,800.00	10.2	\$ 34,680.00	0	\$ -	23	\$ 78,200.00	2	\$ 6,800.00	6.1	\$ 20,740.00	30.7	\$ 104,380.00
WATER USAGE COSTS	\$ 20,000.00	9	\$ 1,800.00	12	\$ 2,400.00	14	\$ 2,800.00	4.3	\$ 860.00	4.3	\$ 860.00	36.1	\$ 7,220.00	3.2	\$ 640.00	12.8	\$ 2,560.00	4.3	\$ 860.00
AIR CON/VENTILATION-L/DOCK	\$ 5,000.00	9	\$ 450.00	12	\$ 600.00	14	\$ 700.00	3.2	\$ 160.00	0	\$ -	36.1	\$ 1,805.00	3.2	\$ 160.00	12.8	\$ 640.00	9.7	\$ 485.00
AIR CON/VENTILATION-C/PARK	\$ 70,000.00	9	\$ 6,300.00	11	\$ 7,700.00	14	\$ 9,800.00	3.9	\$ 2,730.00	33.7	\$ 23,590.00	21	\$ 14,700.00	1.8	\$ 1,260.00	5.6	\$ 3,920.00	0	\$ -
CLEANING-LOADING DOCK	\$ 25,000.00	7	\$ 1,750.00	9	\$ 2,250.00	12	\$ 3,000.00	3.6	\$ 900.00	0	\$ -	40	\$ 10,000.00	3.5	\$ 875.00	14.2	\$ 3,550.00	10.7	\$ 2,675.00
CLEANING-CARPARK	\$ 50,000.00	9	\$ 4,500.00	12	\$ 6,000.00	14	\$ 7,000.00	3.8	\$ 1,900.00	33.2	\$ 16,600.00	20.7	\$ 10,350.00	1.8	\$ 900.00	5.5	\$ 2,750.00	0	\$ -
ELECTRICITY-M/VENT C/PARK	\$ 280,000.00	9	\$ 25,200.00	11	\$ 30,800.00	14	\$ 39,200.00	3.9	\$ 10,920.00	33.7	\$ 94,360.00	21	\$ 58,800.00	1.8	\$ 5,040.00	5.6	\$ 15,680.00	0	\$ -
ELECTRICITY-M/VENT L/DOCK	\$ 12,000.00	9	\$ 1,080.00	12	\$ 1,440.00	14	\$ 1,680.00	3.2	\$ 384.00	0	\$ -	36.1	\$ 4,332.00	3.2	\$ 384.00	12.8	\$ 1,536.00	9.7	\$ 1,164.00
ELECTRICITY-CARPARK LIGHTING	\$ 150,000.00	9	\$ 13,500.00	11	\$ 16,500.00	14	\$ 21,000.00	3.9	\$ 5,850.00	33.7	\$ 50,550.00	21	\$ 31,500.00	1.8	\$ 2,700.00	5.6	\$ 8,400.00	0	\$ -
FIRE SERVICES-CARPARK	\$ 180,000.00	9	\$ 16,200.00	11	\$ 19,800.00	14	\$ 25,200.00	3.9	\$ 7,020.00	33.7	\$ 60,660.00	21	\$ 37,800.00	1.8	\$ 3,240.00	5.6	\$ 10,080.00	0	\$ -
FIRE SERVICES-LOADING DOCK	\$ 10,000.00	9	\$ 900.00	12	\$ 1,200.00	14	\$ 1,400.00	3.2	\$ 320.00	0	\$ -	36.1	\$ 3,610.00	3.2	\$ 320.00	12.8	\$ 1,280.00	9.7	\$ 970.00
PEST CONTROL-LOADING DOCK	\$ 1,000.00	7	\$ 70.00	9	\$ 90.00	12	\$ 120.00	10.2	\$ 102.00	0	\$ -	23	\$ 230.00	2	\$ 20.00	6.1	\$ 61.00	30.7	\$ 307.00
PEST CONTROL-CARPARK	\$ 1,000.00	9	\$ 90.00	12	\$ 120.00	14	\$ 140.00	3.8	\$ 38.00	33.2	\$ 332.00	20.7	\$ 207.00	1.8	\$ 18.00	5.5	\$ 55.00	0	\$ -
CARPARK-ROLLER S/BOOMGATES	\$ 20,000.00	9	\$ 1,800.00	11	\$ 2,200.00	14	\$ 2,800.00	3.9	\$ 780.00	33.7	\$ 6,740.00	21	\$ 4,200.00	1.8	\$ 360.00	5.6	\$ 1,120.00	0	\$ -
R&M GENERAL-CARPARK	\$ 350,000.00	9	\$ 31,500.00	11	\$ 38,500.00	14	\$ 49,000.00	3.9	\$ 13,650.00	33.7	\$ 117,950.00	21	\$ 73,500.00	1.8	\$ 6,300.00	5.6	\$ 19,600.00	0	\$ -
R&M GENERAL-LOADING DOCK	\$ 50,000.00	8	\$ 4,000.00	10	\$ 5,000.00	12	\$ 6,000.00	4.1	\$ 2,050.00	0.6	\$ 300.00	22.3	\$ 11,150.00	1.9	\$ 950.00	5.9	\$ 2,950.00	35.2	\$ 17,600.00
R&M GENERAL-BMC	\$ 10,000.00	9	\$ 900.00	12	\$ 1,200.00	14	\$ 1,400.00	12.3	\$ 1,230.00	12.3	\$ 1,230.00	20.7	\$ 2,070.00	1.8	\$ 180.00	5.5	\$ 550.00	12.4	\$ 1,240.00
EVAC/EQUIPMENT-CARPARK	\$ 1,000.00	9	\$ 90.00	11	\$ 110.00	14	\$ 140.00	3.9	\$ 39.00	33.7	\$ 337.00	21	\$ 210.00	1.8	\$ 18.00	5.6	\$ 56.00	0	\$ -
EVAC/EQUIPMENT-LOADING DOCK	\$ 1,000.00	9	\$ 90.00	12	\$ 120.00	14	\$ 140.00	3.2	\$ 32.00	0	\$ -	36.1	\$ 361.00	3.2	\$ 32.00	12.8	\$ 128.00	9.7	\$ 97.00
SECURITY EQUIPMENT-C/PARK	\$ 1,000.00	9	\$ 90.00	11	\$ 110.00	14	\$ 140.00	3.9	\$ 39.00	33.7	\$ 337.00	21	\$ 210.00	1.8	\$ 18.00	5.6	\$ 56.00	0	\$ -
SECURITY EQUIPMENT-L/DOCK	\$ 1,000.00	9	\$ 90.00	12	\$ 120.00	14	\$ 140.00	3.2	\$ 32.00	0	\$ -	36.1	\$ 361.00	3.2	\$ 32.00	12.8	\$ 128.00	9.7	\$ 97.00
TAX-INCOME TAX	\$ 250.00	7	\$ 17.50	8	\$ 20.00	10	\$ 25.00	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25
TAX-INSTALLMENT	\$ 1,500.00	7	\$ 105.00	8	\$ 120.00	10	\$ 150.00	12.5	\$ 187.50	12.5	\$ 187.50	12.5	\$ 187.50	12.5	\$ 187.50	12.5	\$ 187.50	12.5	\$ 187.50
TAX-RETURN	\$ 250.00	7	\$ 17.50	8	\$ 20.00	10	\$ 25.00	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25	12.5	\$ 31.25
TOTAL CONTRIBUTIONS INCL GST:	\$ 1,965,000.00		\$ 161,290.00		\$ 197,820.00		\$ 251,300.00		\$ 132,091.00		\$ 422,221.00		\$ 399,191.00		\$ 78,622.00		\$ 144,215.00		\$ 178,250.00
CONTRIBUTIONS PER MONTH INCL GST:	\$ 163,750		\$ 13,441		\$ 16,485		\$ 20,942		\$ 11,008		\$ 35,185		\$ 33,266		\$ 6,552		\$ 12,018		\$ 14,854

BMC WORLD SQUARE & BMC HORDERN TOWERS

Budget 01/03/2017 - 28/02/2018

Shared Facility Name Administrative Fund	BMC W/S Budget	World Square		Hordern Towers	
		%	Amount	%	Amount
ADMINISTRATION FEES-BMC	\$ 330,000.00	100.00	\$ 330,000.00	0.00	\$ -
DISBURSEMENTS	\$ 50,000.00	100.00	\$ 50,000.00	0.00	\$ -
AUDIT COSTS-BMC	\$ 5,000.00	100.00	\$ 5,000.00	0.00	\$ -
L/DOCK ATTENDANT	\$ 340,000.00	88.90	\$ 302,260.00	11.10	\$ 37,740.00
WATER USAGE COSTS	\$ 20,000.00	97.76	\$ 19,552.00	2.24	\$ 448.00
AIR CON/VENTILATION-L/DOCK	\$ 5,000.00	88.90	\$ 4,445.00	11.10	\$ 555.00
AIR CON/VENTILATION-C/PARK	\$ 70,000.00	97.76	\$ 68,432.00	2.24	\$ 1,568.00
CLEANING-LOADING DOCK	\$ 25,000.00	88.90	\$ 22,225.00	11.10	\$ 2,775.00
CLEANING-CARPARK	\$ 50,000.00	83.00	\$ 41,500.00	17.00	\$ 8,500.00
ELECTRICITY-M/VENT C/PARK	\$ 280,000.00	85.72	\$ 240,016.00	14.28	\$ 39,984.00
ELECTRICITY-M/VENT L/DOCK	\$ 12,000.00	89.07	\$ 10,688.40	10.93	\$ 1,311.60
ELECTRICITY-CARPARK LIGHTING	\$ 150,000.00	88.25	\$ 132,375.00	11.75	\$ 17,625.00
FIRE SERVICES-CARPARK	\$ 180,000.00	81.76	\$ 147,168.00	18.24	\$ 32,832.00
FIRE SERVICES-LOADING DOCK	\$ 10,000.00	88.90	\$ 8,890.00	11.10	\$ 1,110.00
PEST CONTROL-LOADING DOCK	\$ 1,000.00	88.90	\$ 889.00	11.10	\$ 111.00
PEST CONTROL-CARPARK	\$ 1,000.00	84.00	\$ 840.00	16.00	\$ 160.00
CARPARK-ROLLER S/BOOMGATES	\$ 20,000.00	83.00	\$ 16,600.00	17.00	\$ 3,400.00
R&M GENERAL-CARPARK	\$ 350,000.00	97.76	\$ 342,160.00	2.24	\$ 7,840.00
R&M GENERAL-LOADING DOCK	\$ 50,000.00	88.90	\$ 44,450.00	11.10	\$ 5,550.00
R&M GENERAL-BMC	\$ 10,000.00	100.00	\$ 10,000.00	0.00	\$ -
EVAC/EQUIPMENT-CARPARK	\$ 1,000.00	83.00	\$ 830.00	17.00	\$ 170.00
EVAC/EQUIPMENT-LOADING DOCK	\$ 1,000.00	88.90	\$ 889.00	11.10	\$ 111.00
SECURITY EQUIPMENT-C/PARK	\$ 1,000.00	83.00	\$ 830.00	17.00	\$ 170.00
SECURITY EQUIPMENT-L/DOCK	\$ 1,000.00	88.90	\$ 889.00	11.10	\$ 111.00
TAX-INCOME TAX	\$ 250.00	100.00	\$ 250.00	0.00	\$ -
TAX-INSTALLMENT	\$ 1,500.00	100.00	\$ 1,500.00	0.00	\$ -
TAX-RETURN	\$ 250.00	100.00	\$ 250.00	0.00	\$ -
TOTAL TO BE COLLECTED INCL GST:	\$ 1,965,000.00		\$ 1,802,928.40		\$ 162,071.60
CONTRIBUTIONS PER QUARTER INCL GST:	\$ 491,250.00		\$ 450,732.10		\$ 40,517.90

Latitude Landowner Pty Limited (ACN 106 533 715)

Meriton Apartments Pty Limited (ACN 000 644 888)

**ISPT Pty Ltd (ACN 064 041 283) and AWPf Management No.2 Pty
Limited (ACN 135 365 365)**

The Owners – Strata Plan No. 74957

The Owners – Strata Plan No. 72381

The Owners – Strata Plan No. 71067

**Pitt Real Estate Netherlands BV (ABN 91 995 133 041) and
Brookfield Latitude Site C Landowning Pty Limited (ACN 105 321
122)**

(‘Customer’)

and

**Brookfield Commercial Operations Pty Limited
(ACN 120 690 940)
(‘Manager’)**

FACILITIES MANAGEMENT AGREEMENT

The World Square Shared Facilities

TABLE OF CONTENTS

SCHEDULE 1 - CONTRACT TERMS	9
1. DICTIONARY	9
1.1 <i>Interpreting this Agreement</i>	9
1.2 <i>Meaning of words</i>	10
2. WHAT IS THE TERM OF THIS AGREEMENT?	13
2.1 <i>Term</i>	13
3. WHAT DOES THE MANAGER HAVE TO DO?	14
3.1 <i>How does the Manager have to perform the Services?</i>	14
3.2 <i>Who controls the Shared Facilities?</i>	14
3.3 <i>What is the Manager not responsible for?</i>	14
3.4 <i>Subcontracts - What is the Manager's responsibility?</i>	15
3.5 <i>Customer's Service Contracts</i>	15
4. WHAT ARE THE MANAGER'S GENERAL RIGHTS AND OBLIGATIONS?	16
4.1 <i>The Manager's Personnel</i>	16
4.2 <i>The Manager co-ordination responsibility</i>	16
4.3 <i>When can the Manager put up Signs?</i>	17
5. WHAT IS THE PROCEDURE FOR PAYING THE MANAGER?	17
5.1 <i>How are invoices given and how is payment made?</i>	17
6. WHAT ARE THE CUSTOMER'S OTHER OBLIGATIONS?	18
6.1 <i>What does the Customer have to give to the Manager?</i>	18
6.2 <i>Customer's Acknowledgement</i>	18
6.3 <i>Information from the Customer</i>	18
6.4 <i>Customer to carry out capital works</i>	18
6.5 <i>Appointing a Strata Manager</i>	19
7. HOW CAN THE SERVICES BE VARIED?	19
7.1 <i>Variations following changes in Law or Standards</i>	19
7.2 <i>Variations for other reasons</i>	19
8. WHAT HAPPENS IF THERE IS A FORCE MAJEURE EVENT?	19
8.1 <i>What effect does a Force Majeure Event have on the Manager's obligations?</i>	19
8.2 <i>What must the Manager do if there is a Force Majeure Event?</i>	19
9. WHAT ARE THE RULES FOR DETERMINING THE PARTYS' REPRESENTATIVES?	20
9.1 <i>Customer's Representative</i>	20
9.2 <i>Manager's Representative</i>	20
9.3 <i>What is the relationship between the Manager's Representative and the Customer's Representative?</i>	20
10. WHAT INSURANCE IS REQUIRED?	20
10.1 <i>What insurance policies have to be effected by the Manager?</i>	20
10.2 <i>What insurance policies have to be effected by the Customer?</i>	20
10.3 <i>What terms does an insurance policy need to include?</i>	20
10.4 <i>When does evidence of insurance have to be provided?</i>	21
10.5 <i>What happens if a party is entitled to make a claim under an insurance policy?</i>	21
10.6 <i>When must the Manager notify the Customer about loss or damage?</i>	21
10.7 <i>What if a party fails to take out insurance or provide evidence of insurance?</i>	21
11. WHAT FACILITIES & ASSETS DOES THE CUSTOMER HAVE TO PROVIDE?	21
11.1 <i>Use of the Customer's Facilities and Assets</i>	21
11.2 <i>Who has to repair and replace the Customer's Facilities and Assets?</i>	21
11.3 <i>Who has to maintain the Customer's Facilities and Assets?</i>	22
11.4 <i>Ownership of the Customer's Facilities and Assets</i>	22
12. HOW ARE INTELLECTUAL PROPERTY RIGHTS DEALT WITH?	22
12.1 <i>Manager's intellectual property rights</i>	22
12.2 <i>Customer's Intellectual Property Rights</i>	22
12.3 <i>Licence to the Manager</i>	22
12.4 <i>What indemnities exist if Intellectual Property Rights are infringed?</i>	23
13. HOW ARE DOCUMENTS DEALT WITH?	23
13.1 <i>Who owns the Documents?</i>	23
13.2 <i>What rights does the Manager have to use the documents?</i>	23
14. HOW IS CONFIDENTIAL INFORMATION DEALT WITH?	23
14.1 <i>How is Confidential Information to be used?</i>	23
14.2 <i>Who is a Permitted Employee?</i>	23
14.3 <i>Who is a Permitted Disclosee?</i>	24
14.4 <i>Do Undertakings have to be enforced?</i>	24

14.5	What are each party's other obligations in relation to Confidential Information?	24
14.6	Are there any exceptions to the rules about confidentiality?	24
14.7	No warranty or liability	24
14.8	What happens to Confidential Information on termination?	25
14.9	No Publicity	25
15.	HOW CAN THIS AGREEMENT BE TERMINATED?	25
15.1	Termination for Force Majeure Event	25
15.2	Termination for the Manager's default or insolvency	25
15.3	How are insolvency events to be notified?	25
15.4	Termination for the Customer's default or insolvency	26
15.5	Termination for Change of Interest	26
15.6	Termination of property management agreement at the Ernst and Young Tower	26
15.7	What are the consequences if this agreement is terminated or expires?	26
15.8	What amounts are the Manager entitled to be paid on termination?	27
15.9	What happens if the Customer disposes of the Shared Facilities?	27
15.10	Which clauses continue to apply after this agreement is terminated or expires?	27
15.11	How does termination affect a party's accrued rights?	27
16.	WHAT HAPPENS IF THERE IS A DISPUTE?	27
16.1	Court proceedings	27
16.2	Notice of issue in dispute	27
16.3	Representatives to meet and attempt to resolve issue	28
16.4	Notice of formal dispute	28
16.5	Expert determination	28
16.6	What if a party does not comply with the dispute resolution procedures?	28
16.7	How does a dispute affect a party's obligations?	29
17.	TO WHAT EXTENT IS THE MANAGER'S LIABILITY LIMITED?	29
17.1	Exclusion of warranties	29
17.2	Indemnity from Customer	30
17.3	Indemnity from Manager	30
18.	TO WHAT EXTENT IS THE BROOKFIELD'S LIABILITY LIMITED?	ERROR! BOOKMARK NOT DEFINED.
19.	TO WHAT EXTENT IS LATITUDE LANDOWNER'S LIABILITY LIMITED?	32
20.	TO WHAT EXTENT IS BROOKFIELD LATITUDE SITE C'S LIABILITY LIMITED?	32
21.	TO WHAT EXTENT IS AWPf'S LIABILITY LIMITED?	33
22.	WHAT OTHER GENERAL RULES APPLY TO THIS AGREEMENT?	34
22.1	How are notices to be given and when are they deemed to be received?	34
22.2	What happens if part of this agreement is illegal or unenforceable?	35
22.3	Which laws govern this agreement?	35
22.4	Prior agreements - what are their significance?	35
22.5	Can this agreement be assigned?	35
22.6	What is the relationship between the parties?	35
22.7	Conflict in agreement	36
22.8	What other representations and warranties do the parties give?	36
22.9	Disclaimer	36
22.10	Further action	36
22.11	Who pays the costs of preparing and executing this agreement?	37
22.12	How can this agreement be altered?	37
22.13	Can this agreement be executed using more than one copy?	37
22.14	How can a party make a public statement about this agreement?	37
22.15	How are ambiguities resolved?	37
22.16	What are the rules relating to GST?	38
22.17	Can the Manager enter separate agreements with lessees, owner's corporations, Lot Owners and Occupiers?	38
22.18	How must the Customer give directions and requests to the Manager?	39
22.19	Conflicts	39
22.20	Delegation	39
22.21	Attending Committee's Meetings	39
23.	REPORTING HOTLINE	39
24.	ANTI-CORRUPTION - CUSTOMER	40
25.	ANTI-CORRUPTION - MANAGER	40

SCHEDULE 2 - REFERENCE SCHEDULE	42
SCHEDULE 3 – CUSTOMER’S FACILITIES AND ASSETS.....	44
SCHEDULE 4 – FEE SCHEDULE.....	45
SCHEDULE 5 – SERVICES.....	47
SCHEDULE 6 - INSURANCE	49
SCHEDULE 7 – DELEGATED AUTHORITIES.....	50

THIS FACILITIES MANAGEMENT AGREEMENT is made on

BETWEEN **THE PARTIES NAMED IN ITEM 1 OF SCHEDULE 2** (Reference Schedule) (**'Customer'**)

AND **BROOKFIELD COMMERCIAL OPERATIONS PTY LIMITED** ACN 120 690 940 of Level 22, 135 King Street, Sydney, NSW 2000 (**'Manager'**)

RECITALS

- A. The Customer is responsible for the operation, maintenance, renewal and replacement of the Shared Facilities.
- B. The Customer has agreed to appoint the Manager to provide the Services and perform the duties set out in this agreement in accordance with the terms of this agreement.
- C. The Manager will be acting as agent of the Customer in providing the Services and performing the facilities management duties as set out in this agreement in accordance with the terms of this agreement.

AGREEMENT

- 1. The Customer appoints the Manager to supply the Services necessary for the proper and efficient operation, maintenance, repair, cleaning, security and management of the Shared Facilities in accordance with the terms of this agreement (including the schedules), the approved budget, the Standards and as otherwise approved by the Customer.
- 2. The Manager accepts the appointment and the parties commit to perform their respective obligations under this agreement.
- 3. The Customer and the Manager agree that they have:
 - (a) carefully considered their objectives, requirements and budgets for the Services; and
 - (b) decided on the scope, timing and standards for the Services required to be provided under this agreement.

EXECUTED as an agreement

Signed by BROOKFIELD COMMERCIAL OPERATIONS PTY LIMITED in accordance with section 127 of the Corporations Act 2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed by LATITUDE LANDOWNER PTY LIMITED for Lots 901 and 902 in accordance with section 127 of the Corporations Act 2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed by MERITON APARTMENTS PTY LIMITED for Lot 801 in accordance with section 127 of the Corporations Act 2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

**Signed by BROOKFIELD LATITUDE SITE C
LANDOWNING PTY LIMITED** for Lot 103 in accordance
with section 127 of the Corporations Act 2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed by ISPT PTY LTD for Lots 104 and 906 in as sole
Attorney under Power of Attorney dated 31 July 2008
Registered Book 4550 No. 88 in the presence of:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Signed by AWPf MANAGEMENT NO. 2 PTY LIMITED for
Lots 104 and 906 in accordance with section 127 of the
Corporations Act 2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

THE COMMON SEAL of **THE OWNERS** Strata Plan)
No. **74957 for lot 905** is affixed on in the presence of)
..... being the person(s))
authorised by section 238 of the Strata Schemes)
Management Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed according to section 238 (3)(b) of the Strata)
Schemes Management Act 1996 (NSW) on behalf of)
..... by..... who is the)
president/chairperson/other principal officer/member)
of staff authorised by the president, chairperson or)
other principal officers.)
)

THE COMMON SEAL of **THE OWNERS** Strata Plan)
No. **72381 for lot 802** is affixed on in the presence of)
..... being the person(s))
authorised by section 238 of the Strata Schemes)
Management Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed according to section 238 (3)(b) of the Strata)
Schemes Management Act 1996 (NSW) on behalf of)
..... by..... who is the)
president/chairperson/other principal officer/member)
of staff authorised by the president, chairperson or)
other principal officers.)
)

THE COMMON SEAL of **THE OWNERS** Strata Plan)
No. **71067 for lot 803** is affixed on in the presence of)
..... being the person(s))
authorised by section 238 of the Strata Schemes)
Management Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed according to section 238 (3)(b) of the Strata)
Schemes Management Act 1996 (NSW) on behalf of)
..... by..... who is the)
president/chairperson/other principal officer/member)
of staff authorised by the president, chairperson or)
other principal officers.)
)

Signed by PITT REAL ESTATE NETHERLANDS BV for lot
103 in accordance with section 127 of the Corporations Act
2001 by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

SCHEDULE 1 - CONTRACT TERMS

1. DICTIONARY

1.1 Interpreting this Agreement

In this agreement, unless a contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) words importing the singular include the plural number and vice versa;
- (c) words importing a natural person include any company, partnership, joint venture, association, corporation, government, governmental or local authority or agency or body corporate;
- (d) a reference to any clause, annexure, schedule or exhibit is a reference to a clause, annexure, schedule or exhibit to this agreement and reference to this agreement means the formal agreement between the Customer and the Manager in respect of the Services and includes any clause, annexure, schedule or exhibit to this agreement;
- (e) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and reference to any statute includes all regulations, proclamations, ordinances, by-laws, orders and delegated legislation issued under such statute;
- (f) a reference to a party to any document includes that party's executors, administrators, successors and permitted assigns;
- (g) any agreement or obligation by or on behalf of any two or more persons binds them severally;
- (h) a reference to an agreement or contract (other than this agreement) includes any undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (i) other grammatical forms of defined words or expressions have corresponding meanings;
- (j) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (k) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (l) a reference to a specific time for the performance of an obligation is a reference to that time in the State or other place when that obligation is to be performed;
- (m) unless defined in this agreement, words or expressions defined in the Corporations Act 2001 as at the date this agreement have the meanings given to them in the Corporations Act 2001 at that date;
- (n) a reference to writing includes other methods of representing or reproducing words, figures or symbols in a permanent and visible form;
- (o) in determining any period of time prescribed or allowed under this agreement, the day of the act, event or default from which the designated period of time begins to run is included and, if the last day of the period is not a Business Day, then the period will run until the end of the next Business Day;
- (p) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it; and
- (q) the expressions 'include', 'includes' and 'including' are to be read as if followed by the words 'without limitation'.

1.2 Meaning of words

In this agreement, unless the context otherwise requires, the following terms have the following meanings:

'Affiliate' means any entity which controls, is controlled by, or is under common control with the Manager. For the purpose of this definition, **control** (including the terms **controls**, **controlled by** and **under common control with**) means the direct or indirect power to direct the management and policies of any entity.

'Authorities' means the Government of the Commonwealth of Australia, the Government of the State in which particular services are supplied and Commonwealth and State Government departments and statutory and local authorities (including the Australian Securities and Investments Commission) having jurisdiction in respect of all or particular aspects of the Services;

'Brookfield Group Member' means the stapled entities Brookfield Australia Investments Limited and Brookfield Funds Management Limited (as responsible entity of the Brookfield Australia Property Trust) and:

- (a) each of their Subsidiary Entities, Related Entities and sub trusts (whether owned directly or indirectly); and
- (b) any trust of which such entity is the trustee, manager, custodian or responsible entity.

'Building' has the meaning given to it in the Strata Management Statement and includes the Shared Facilities;;

'Business Day' means Monday to Friday, excluding public holidays;

'Commencement Date' means the date agreed to by both parties for commencement of the Services as specified in Item 2 of Schedule 2;

'Confidential Information' means:

- (a) all information:
 - (i) disclosed (whether orally, electronically, in writing or in any other form) by a party or by any of its Related Bodies Corporate to the other party or any Personnel of that other party for the purposes of this agreement; and
 - (ii) treated (and notified to the receiving party) by the disclosing party or any of its Related Bodies Corporate or its Personnel as confidential; and
- (b) all copies, notes and records and all related information generated by the receiving party based on or arising out of any such disclosure;

'Customer Group Member' means in respect of the Customer:

- (a) each of its Subsidiary Entities, Related Entities and sub trusts (whether owned directly or indirectly); and
- (b) any trust of which such entity is the trustee, manager, custodian or responsible entity.

'Customer's Facilities and Assets' means the assets, facilities and equipment described in Schedule 3;

'Customer's Intellectual Property Rights' means those Intellectual Property Rights owned by or licensed to the Customer;

'Customer's Representative' means the person named in Item 4 of Schedule 2 or any replacement notified to the Manager in accordance with clause 9.1;

'Customer's Service Contract' means a service contract for work not forming part of the Services but considered appropriate for the efficient operation and management of the Shared Facilities;

'CPI' means Australian Bureau of Statistics Catalogue 6401.0, Consumer Price Index, Table 1, All Group Index Numbers, for the State in which the Shared Facilities are located;

'Delegated Authorities' means those authorities described in Schedule 7;

'Documents' means documents, reports, data, maintenance manuals, designs, drawings, calculations and all other written information, models and discs, tapes and other electronic data;

'Disaster Recovery Plan' means the disaster recovery plan prepared by the Manager and approved by the Customer;

'Emergency Work' means additions, alterations or other work to the Shared Facilities or any assets, facilities or equipment on the Building which is necessary to rectify a situation which, had it not been performed in a timely manner, would have resulted in unreasonable loss or damage to the Shared Facilities and those of tenants occupying the Building, or to the public;

"Employee Termination Costs" means all costs relating to severance and termination of employees or independent contractors retained or employed (whether by the Manager or a related body corporate) at, or in connection with, the Shared Facilities, who spend a portion of their time working in connection with the Shared Facilities and whose employment or contract, as the case may be, is terminated, such costs to include, without limitation, accrued salaries and holiday pay, severance pay, allowances, pension benefits, employment counselling and termination or redundancy pay. If there are costs relating to severance and termination of an employee or an independent contractor of the Manager or a related body corporate who does not devote all of his or her working time to the Shared Facilities, then the Customer will be responsible only for that portion of such costs as is applicable to the Shared Facilities, as determined by the Manager on a fair and equitable basis.

'Extra Services' are services which the Customer may request the Manager to perform. Extra Services are not part of the Fee. Payments for Extra Services are in addition to the Fee;

'Fee' means the amounts payable to the Manager under this agreement for supply of the Services set out in Schedule 4.

'Force Majeure Event' means an act, event or cause which is beyond the reasonable control of the Manager, including:

- (a) act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, act of terrorism, lightning, cyclone, earthquake, landslide, epidemic, quarantine, radiation or radioactive contamination, fire, flood or other natural disaster; and
- (b) strike, lockout or other industrial action;

'Good Practice' means industry practices applied in management of buildings of similar quality and type or as agreed between the parties from time to time;

'Insolvency Event' means in relation to any person:

- (a) **(insolvency)** the person fails (as defined by section 459F of the Corporations Act 2001) to comply with a statutory demand or informs a party to this agreement or creditors generally that the person is insolvent or financially unable to proceed with this agreement;
- (b) **(execution levied)** execution is levied against the person by a creditor;
- (c) **(receiver appointed)** a receiver, manager, receiver and manager, administrator, trustee, controller, managing controller or similar official is appointed to the person;
- (d) **(payments suspended)** the person suspends payment of its debts generally;

- (e) **(arrangements with creditors)** the person enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
- (f) **(winding up)** an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator or liquidator to, the person or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the person otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the parties to this agreement;

'Intellectual Property Rights' means all intellectual property rights including but not limited to the following rights:

- (a) patents, copyright, rights in circuit layouts, unregistered and registered designs, trademarks, logos, business names, knowledge of work practices and procedures and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);

'Law' means:

- (a) those principles of law established or recognised by decisions of courts;
- (b) statutes of the Commonwealth or a State Government; and
- (c) binding requirements (including ASIC policy statements) and mandatory approvals (including conditions) of Authorities;

'Lot Owner' is the owner by strata subdivision of a lot or mortgagee in possession of a lot in the Building;

'Manager's Representative' means the person named in Item 3 of Schedule 2 or any replacement notified to the Customer in accordance with clause 9.2;

'Member' means any owner of a Stratum Lot from time to time;

'Occupier' is the occupier or lessee of a stratum lot in the Shared Facilities;

'OHS Laws' means as follows:

- (a) If the State is NSW - Work Health and Safety Act 2011 (NSW) and Work Health and Safety Regulation 2011 (NSW);
- (b) If the State is WA - Occupational Safety and Health Act 1984 (WA) and Occupational Safety and Health Regulations 1996 (WA);
- (c) If the State is Queensland - Work Health and Safety Act 2011 (Qld) and Work Health and Safety Regulation 2011 (Qld);
- (d) If the State is ACT - Work Health and Safety Act 2011 (ACT) and Work Health and Safety Regulation 2011 (ACT); and
- (e) If the State is Victoria - Occupational Health and Safety Act 2004 (Vic) and Occupational Health and Safety Regulations 2007 (Vic).

'Other Services' means the services specified in Schedule 5.

'Personnel' means officers, employees, agents and contractors of a person and officers, employees and agents of that person's agents and contractors;

'Principal Contractor' means the position described as such under the OHS Laws.

'Related Body Corporate' has the same meaning as in section 50 of the Corporations Act 2001;

'Related Entity' includes a body corporate and a trust and in relation to:

- (a) a body corporate, means a related body corporate within the meaning of Division 6 of Part 1.2 of the Corporations Act; and
- (b) a trust, means a trust that would be a related body corporate within that meaning assuming that the trust were a body corporate and that a subsidiary meant a subsidiary for the purposes of that meaning.

'Services' means the services specified in Schedule 5, as they may be varied pursuant to clause 7;

'Shared Facilities' are the services, facilities, machinery, equipment, insurances or other things that two or more of the Stratum Lots use or have the benefit of and include, without limitation, the facilities in Easements (as that term is defined in the Strata Management Statement), those things in Part 1 of Schedule 1 of the Strata Management Statement, other facilities and services nominated under the Strata Management Statement and a facility used by one Member but located in another Member's Building Lot;

'Standards' means the Australian Standards applicable to services similar to the Services and that are in use in the industry and are expected by reasonable and prudent owners of buildings similar to the Building;

'State' means the state or territory described in Item 6 of Schedule 2;

'Strata Manager' is the person appointed by the Customer as its strata manager under the Strata Management Statement;

'Strata Management Statement' means the strata management statement registered with SP71067 on or about 17 September 2003;

'Stratum Lot' means a stratum lot (as defined in section 196C of the Conveyancing Act 1919) in the Building or a Stratum Lot in respect of which a strata scheme has been created (in which case, the relevant owners corporation becomes the Member of that Stratum Lot);

'Subcontractor Agreement' means a written agreement between the Manager and a subcontractor for performing any of the Services;

'Subsidiary Entity' in relation to:

- (a) a body corporate, means a subsidiary within the meaning of Division 6 of Part 1.2 of the Corporations Act;
- (b) a trust, means a trust that would be a subsidiary within that meaning if it were a company equating for this purpose:
 - shares with the beneficial interests or units held in the trust;
 - the board of directors with the trustee; and
- (c) a body corporate or sub trust owned or held as an asset of a trust, means a subsidiary within any previous meaning which would be applicable if the trust were a body corporate.

'Term' means the term of this agreement set out in Item 7 of Schedule 2 (Reference Schedule);

'Variation' means any addition, reduction, variation, change to or omission from the Services.

2. WHAT IS THE TERM OF THIS AGREEMENT?

2.1 Term

The Manager is appointed for the Term (unless this agreement is terminated earlier in accordance with clause 15).

3. WHAT DOES THE MANAGER HAVE TO DO?

3.1 How does the Manager have to perform the Services?

The Manager will perform the Services:

- (a) at all times acting as agent of the Customer and not as principal;
- (b) in accordance with the limits imposed by the Customer from time to time in delegating authority to the Manager in accordance with Schedule 7;
- (c) in a competent, honest, diligent and efficient manner and with due care and skill;
- (d) in accordance with:
 - (i) this agreement;
 - (ii) all Laws and Standards;
 - (iii) the requirements of Authorities; and
 - (iv) the authorised instructions of the Customer from time to time;
- (e) in consultation with the Customer and others as directed by the Customer; and

It is agreed that so far as is reasonably possible and subject to the terms of this agreement, the Manager will do or cause to be done, at the expense of the Customer, all such things as are necessary to enable compliance by the Customer with all of the Customer's covenants, duties, agreements, obligations, terms and conditions in each contractual obligation applying to the Customer with respect to the Shared Facilities.

Notwithstanding the above and anything contained in this agreement to the contrary, in the event of an emergency, the Manager is hereby authorised and instructed to proceed with such steps as in its discretion are deemed necessary, acting reasonably, for the protection or preservation of the Shared Facilities or Building, or from any penalty or other liability and, upon the happening of any such event, the Manager will promptly give notice of the same to the Customer.

3.2 Who controls the Shared Facilities?

The Manager acknowledges that this agreement does not derogate from the ability of the Customer to exercise control over:

- (a) the operation of; or
- (b) the direction to be taken in relation to the use or redevelopment of,

the Shared Facilities and the Manager acknowledges that this control remains with the Customer, although the Manager acknowledges that it controls provision of the Services, and otherwise the conduct of its own business. The Customer does not and must not engage, appoint or authorise the Manager as Principal Contractor under the OHSLaws or otherwise, unless the Manager, through no less than two directors, has given its prior written consent and a separate contract of appointment and engagement as Principal Contractor is entered into. The Manager must not undertake or otherwise commission any work that may lead to the Customer having responsibilities as a Principal Contractor without first consulting with the Customer, and providing the Customer with an adequate opportunity to appoint a suitably qualified Principal Contractor (if required).

3.3 What is the Manager not responsible for?

- (a) Subject to any Variations agreed under clause 7, the Manager is not responsible for:
 - (i) carrying out any fitout work in the Shared Facilities;
 - (ii) supplying, installing, repairing or replacing any assets, facilities or equipment unless required as part of performing the Services; or

- (iii) undertaking any capital or other works adding to or altering the Shared Facilities or any temporary or permanent structures on the Shared Facilities.
- (b) Despite the provisions of paragraph (a) and without imposing any obligation on the Manager, the Manager may make emergency additions, alterations or other Emergency Work to the Shared Facilities or any assets, facilities or equipment on the Shared Facilities. The Fee will be increased by the cost to the Manager in carrying out such work, after attempted consultation with the Customer or its representative. Wherever possible, the basis of the fee for Emergency Works will be linked to schedules of rates contained in service contracts.

3.4 Subcontracts - What is the Manager's responsibility?

- (a) The Manager may subcontract any part of the Services but will be liable for the acts, defaults and neglects of any subcontractor as fully as if they were the acts, defaults or neglects of the Manager. The Manager requires the Customer's prior written permission to subcontract the Services, except where subcontracted to a Brookfield Group Member;
- (b) Where the Manager uses a subcontractor, the Manager must have in place a Subcontractor Agreement with the subcontractor requiring the subcontractor to undertake its obligations under the Subcontractor Agreement as if the subcontractor was a party to this agreement.

3.5 Customer's Service Contracts

- (a) If the Delegated Authorities do not apply, the Customer must, after reasonable consultation, either in its own right or by its authorised agent, enter into the Customer's Service Contracts.

Subject to the Delegated Authorities (Schedule 7):

- (b) The Customer appoints the Manager as its authorised agent to:
 - (i) Negotiate Customer's Service Contracts; and
 - (ii) enter into a Customer's Service Contract on behalf of the Customer (with the Customer's prior written consent for each Customer's Service Contract),

subject to clause 3.2 above.
- (c) Each Customer's Service Contract must be established on terms requiring compliance with the minimum requirements as advised by the Customer from time to time, including:
 - (i) that the services provided under those contracts must be performed in accordance with applicable Standards and Good Practice;
 - (ii) that the Manager must have consent from the Customer to authorise works or incur costs in excess of 10% of those consented to by the Customer when the Manager entered into the Customer's Service Contract.

4. WHAT ARE THE MANAGER'S GENERAL RIGHTS AND OBLIGATIONS?

4.1 The Manager's Personnel

The Manager acting as professional, industry leading property managers will use its reasonable endeavours to:

- (a) employ Personnel with the skill, competence, training and experience necessary to enable those Personnel to properly perform the functions for which they are being employed. None of such persons will be employees of the Customer;
- (b) ensure that its Personnel are properly briefed and trained at all times to exercise all necessary precautions for the safety of all persons and property in or near the Shared Facilities;
- (c) ensure that its Personnel understand and comply with:
 - (i) all relevant occupational health and safety legislation;
 - (ii) all requirements of Authorities which apply to their functions;
 - (iii) all policies and procedures which apply to their functions from time to time at the Shared Facilities and any other place where the Services are performed; and
 - (iv) the Customer's directions in respect of statutory compliance requirements, including regarding occupational health a safety, as notified by the Customer to the Manager from time to time; and
- (d) obtain and maintain all relevant licences, permits, consents or approvals necessary to lawfully perform its obligations under this agreement (the Manager will only be responsible for payment of fees in relation to those licences, permits, consents or approvals which are necessary for the Manager to perform the Services excluding fees required for operating the Shared Facilities in accordance with the relevant Laws and Standards which fees will be payable by the Customer or, if paid by the Manager, will be added to the Fee).

The Manager is authorised to hire, train, relocate, discipline and terminate any employee of the Manager in its sole discretion.

4.2 The Manager co-ordination and consultation responsibility

- (a) The Manager will co-ordinate the Services with, and in performing the Services,:
 - (i) cooperate with those service providers under a Customer's Service Contract or service providers or other contractors that are providing services at the Shared Facilities or services which interface with the Services; and
 - (ii) consult, cooperate and coordinate with the Customer and those service providers under a Customer's Service Contract or service providers or other contractors, that are providing services at the Shared Facilities or services which interface with the Services, in relation to activities relating to occupational health and safety and compliance with their duties under OHS Laws, including taking reasonable steps to participate in any meetings, furnish and maintain current information and to take any other steps as agreed between the parties; and
 - (iii) notify the Customer, within a reasonable period of time, of any incident of safety issue that may involve or lead to a risk or hazard to health and safety (note that where the incident is a notifiable incident under OHS Laws, the Manager must notify the Customer within the time required for notification of relevant authorities, in addition to notifying those authorities as required).
- (b) If:
 - (i) the Manager, in coordinating the Services under paragraph (a) with such other persons, is of the opinion that any such other person is not providing its services to the standard or manner in which it is required to provide them or is not co-operating with the Manager; and

(ii) the Manager notifies the Customer of this,

the Customer must take reasonable steps to ensure that the person remedies the default or must forthwith appoint a replacement. The Manager will on request provide reasonable assistance to the Customer in relation to that person including by participating in any meeting or discussions and, if necessary, in managing the transition to a replacement of that person.

(c) The Customer is at liberty to appoint other contractors to provide any other service which may interface with the Services. The Manager will deal with such other contractors as notified in writing from time to time by the Customer.

4.3 When can the Manager put up Signs?

The Manager may:

- (a) without having to obtain the Customer's prior consent, put up temporary signs of good quality on the Shared Facilities to assist in its performance of the Services; and
- (b) at an agreed location and to an approved design put up other signs on the Shared Facilities subject to obtaining the Customer's prior written consent, such consent not to be unreasonably withheld.

5. WHAT IS THE PROCEDURE FOR PAYING THE MANAGER?

5.1 How are invoices given and how is payment made?

- (a) In consideration for the Manager performing the Services, the Customer must pay the Manager:
 - (i) the Fee;
 - (ii) all other fees and reimbursable expenses set out in this agreement or otherwise incurred with the prior written approval of the Customer;
- (b) The Manager will submit invoices for Services provided in accordance with Schedule 4.
- (c) Invoices submitted by the Manager to the Customer must be paid by the Customer in the manner set out in Schedule 4 within 10 Business Days after receipt.
- (d) If the Customer fails to pay the Fee and other fees and reimbursable expenses in accordance with this clause 5.1 and Schedule 4 the Customer must pay the Manager interest on the daily outstanding balance, such interest to:
 - (i) compound monthly; and
 - (ii) be calculated each day using an interest rate equal to 2% above the Commonwealth Bank of Australia's indicative rate on bank overdrafts over \$100,000 for that day.
- (e) The monthly instalments payable in respect of the Fee are to be based on the budgets. Where any amount is based on an estimate an adjustment of amounts paid must be made annually after the audit of accounts for the Shared Facilities has taken place. In the first month after the audit has taken place, the Customer must pay any shortfall (or the Manager must credit the Customer with any overpayment) of the Fee for the previous year.

6. WHAT ARE THE CUSTOMER'S OTHER OBLIGATIONS?

6.1 What does the Customer have to give to the Manager?

The Customer must:

- (a) provide the Manager upon request with copies of all as built plans and specifications, maintenance manuals, essential services log books and warranties given by third parties relating to the Shared Facilities or any equipment, assets or facilities in the Shared Facilities and information about risks and hazards at or in the vicinity of the Shared Facilities;
- (b) provide the Manager with all other information in its possession reasonably requested by the Manager for the purpose of carrying out its obligations under this agreement;
- (c) provide the Manager with access to and use of the Customer's Facilities and Assets on the conditions set out in this agreement;
- (d) provide the Manager with such access to and use of the Shared Facilities as is required by the Manager for the purpose of supplying the Services;
- (e) provide the Manager with all approvals, directions, authorisations or consents required pursuant to the terms of this agreement as soon as possible and unless this agreement provides otherwise within 10 Business Days of the Manager's request for any approval, direction, authorisation or consent, failing which such approval will be deemed to have been given if not qualified or otherwise refused;
- (f) reasonably consider any request from the Manager to participate in bulk discount purchasing, national programs and service partnership initiatives with suppliers and third party contractors if the Manager, acting in a prudent and reasonable manner, deems that it is in the best interests of the Shared Facilities to do so; and
- (g) not prevent the Manager from performing its obligations and exercising its rights under this agreement, subject to the Manager complying with its obligations under this agreement.

6.2 Customer's Acknowledgement

The Customer acknowledges that the Manager's obligation to perform the Services is subject to the Manager being given the information and access to the Shared Facilities referred to in clause 6.1. The Manager is relieved of its obligation to perform the Services to the extent that it is unable to do so because the Customer has failed to provide information or access required under clause 6.1.

6.3 Information from the Customer

The Manager may rely on any information provided by the Customer whether under this clause or otherwise. The Customer must use its best endeavours to ensure that the information it provides to the Manager under this agreement is true and accurate in all material respects at the date given and indemnifies the Manager against any loss, cost, damage or expense the Manager suffers as a direct result of the information being incorrect or inaccurate

6.4 Customer to carry out capital works

The Customer is responsible for and must carry out:

- (a) any additions or alterations required to temporary or permanent structures on the Shared Facilities;
- (b) all capital expenditure required at the Shared Facilities;
- (c) any other matter which the Manager is not responsible for under clause 3.3(a);
- (d) the Customer may approach the Manager to assist in capital works co-ordination for a separate fee to be agreed between the parties.

6.5 Appointing a Strata Manager

The Customer must appoint and have at all times a Strata Manager according to the Strata Management Statement, unless otherwise agreed by the Manager.

7. HOW CAN THE SERVICES BE VARIED?

7.1 Variations following changes in Law or Standards

In the event that a Variation is required to comply with any Law or Standard, the Manager may only implement the Variation with the Customer's explicit approval in writing, of such Variation and its implementation, approval of which will not be unreasonably withheld. The Manager will notify the Customer of any changes to relevant Laws or Standards as soon as is practically possible after it becomes aware of the change. The Fee will be adjusted in accordance with Schedule 4 as a result of the Variation. The Manager need not perform any of the Services the subject of a proposed Variation while waiting for the Customer's consent under this clause if to do so would amount to a breach of any Law or Standard.

7.2 Variations for other reasons

- (a) At any time during this agreement, the parties may agree to a Variation and to the adjustment to the Fee as a result of a Variation.
- (b) If the parties fail to agree on the adjustment to the Fee as a result of a Variation, the adjustment will be determined in accordance with Schedule 4 or if no basis set out in Schedule 4 is applicable, using reasonable rates and prices. The Manager must implement any agreed Variation. To avoid doubt, if the Customer instructs the Manager to perform any of the Other Services described in Schedule 5 those services constitute a Variation.

8. WHAT HAPPENS IF THERE IS A FORCE MAJEURE EVENT?

8.1 What effect does a Force Majeure Event have on the Manager's obligations?

If the Manager is delayed in or prevented from carrying out any of its obligations under this agreement due to a Force Majeure Event, the Manager will be excused from performance of such obligation for as long as and to the extent that the prevention lasts.

8.2 What must the Manager do if there is a Force Majeure Event?

The Manager will:

- (a) notify the Customer immediately in accordance with the approved Disaster Recovery Plan after becoming aware that a Force Majeure Event has occurred;
- (b) keep the Customer fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations; and
- (c) implement an approved Disaster Recovery Plan for the Shared Facilities.

9. WHAT ARE THE RULES FOR DETERMINING THE PARTYS' REPRESENTATIVES?

9.1 Customer 's Representative

The Customer:

- (a) nominates as its representative the Customer's Representative, with authority to act in all matters on behalf of the Customer; and
- (b) may replace its representative from time to time by notice in writing to the Manager.

9.2 Manager's Representative

The Manager:

- (a) nominates the Manager's Representative as its representative, with authority to act in all matters on behalf of the Manager; and
- (b) may replace its representative from time to time by notice in writing to the Customer.

9.3 What is the relationship between the Manager's Representative and the Customer's Representative?

- (a) The Manager's Representative will report directly to, and liaise with, the Customer's Representative. Wherever the Manager's consent or approval is required under this agreement, unless otherwise provided in this agreement, the Manager will only give that approval or consent through the Manager's Representative or a duly authorised delegate of the Manager's Representative.
- (b) The Customer's Representative will liaise directly with the Manager's Representative. Wherever the Customer's consent or approval is required under this agreement, unless otherwise provided in this agreement, the Customer will only give that approval or consent through the Customer's Representative or a duly authorised delegate of the Customer's Representative.

10. WHAT INSURANCE IS REQUIRED?

10.1 What insurance policies have to be effected by the Manager?

The Manager will take out and maintain valid and enforceable insurance policies as specified in **Schedule 6** and otherwise adequate insurance policies for such risks as a prudent Manager of the Shared Facilities would insure. Subject to the provisions of **Schedule 6**, the policies must be maintained for the Term.

10.2 What insurance policies have to be effected by the Customer?

The Customer must ensure that it takes appropriate advice on insurance and maintains valid and enforceable insurance policies as specified in **Schedule 6** and otherwise adequate insurance policies for such risks as a prudent owner of the Shared Facilities would insure. Any public liability policy for the Shared Facilities put in place by the Customer must include the Manager as a named insured.

10.3 What terms does an insurance policy need to include?

Where this agreement requires insurance to be effected in joint names, the party effecting the insurance must ensure that the insurance policy provides that:

- (a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;

- (b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any one of the parties covered as an insured and that failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;
- (c) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
- (d) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

10.4 When does evidence of insurance have to be provided?

Each party must within 10 Business Days of executing this agreement and on each anniversary of the Commencement Date, and at other times as required by the other party, provide the other party with certificates of currency in respect of insurance required by this clause 10.

10.5 What happens if a party is entitled to make a claim under an insurance policy?

If either party becomes aware of any circumstances in respect of which the Manager or the Customer is entitled to make a claim under an insurance policy effected pursuant to this clause, that party must inform the other party of those circumstances in writing as soon as practicable.

10.6 When must the Manager notify the Customer about loss or damage?

The Manager will notify the Customer immediately upon becoming aware of any incident causing damage or loss to the Shared Facilities or the Customer's Facilities and Assets or any injury to or death of any person arising out of the performance of the Services.

Within 24 hours, the Manager will notify the Customer of the incident and within one week of the incident causing the damage, loss, injury or death, the Manager will prepare and submit to the Customer a detailed report of the incident, except where the incident has not caused injury or death and the value of the loss or damage is less than \$5,000.

10.7 What if a party fails to take out insurance or provide evidence of insurance?

If either party fails to have insurance or provide evidence of insurance as required by this **clause 10**, the other party may in its discretion take out the insurance and the premiums paid will be a debt due from the first party to the other party.

11. WHAT FACILITIES & ASSETS DOES THE CUSTOMER HAVE TO PROVIDE?

11.1 Use of the Customer's Facilities and Assets

On and from the Commencement Date and for so long as the Manager is required by this agreement to provide the Services, the Customer must make the Customer's Facilities and Assets available for use by the Manager and its Personnel to perform their duties.

11.2 Who has to repair and replace the Customer's Facilities and Assets?

- (a) The Manager must operate, maintain and repair and cause all aspects of the Customer's Facilities and Assets to be operated, maintained and repaired in good and substantial condition and when required replace the Customer's Facilities and Assets in each case as a careful and prudent owner would do. The Customer is responsible for the costs of the repair and replacement of the Customer's Facilities and Assets.

- (b) The Customer:
 - (i) must promptly authorise the Manager to replace items comprising the Customer's Facilities and Assets if the items are worn out, unsafe or obsolete and must repair or replace damaged items if these items are capable of repair; and
 - (ii) will notify the Manager in writing if it proposes to repair or replace any items comprising the Customer's Facilities and Assets.
- (c) Without limiting paragraph (b), if the Manager becomes aware of the need to repair or replace any item comprising the Customer's Facilities and Assets, it will give the Customer reasonable notice of this and the Customer must repair or replace the item within a reasonable time.

11.3 Who has to maintain the Customer's Facilities and Assets?

The Manager will, subject to compliance by the Customer with its obligation under clause 11.2, maintain the Customer's Facilities and Assets in safe, good and clean working order suitable to provide the Services. Subject to the Manager obtaining the prior approval of the Customer in accordance with the provisions of this agreement the costs of such maintenance will be borne and paid by the Customer

11.4 Ownership of the Customer's Facilities and Assets

The Customer's Facilities and Assets will, at all times, remain the property of the Customer.

12. HOW ARE INTELLECTUAL PROPERTY RIGHTS DEALT WITH?

12.1 Manager's intellectual property rights

- (a) The Manager represents and warrants that the performance of the Services (other than the use by the Manager or its Personnel of any of the Customer's Intellectual Property Rights or Documents in the performance of the Services) will not infringe the Intellectual Property Rights of any person.
- (b) The Manager's Intellectual Property Rights are not assigned to the Customer by this agreement.
- (c) All Intellectual Property Rights in Documents, ideas, equipment, processes and systems which are required for or created by the Manager in the course of supplying the Services are retained by the Manager.

12.2 Customer's Intellectual Property Rights

- (a) The Customer represents and warrants that the use by the Manager or its Personnel of the Customer's Intellectual Property Rights or Documents provided or made available to the Manager for the purposes of this agreement will not infringe the Intellectual Property Rights of any person.
- (b) The Customer's Intellectual Property Rights are not assigned to the Manager by this agreement.
- (c) Despite any other provision contained in this schedule if the Customer pays for intellectual property in a document, such intellectual property becomes the property of the Customer.

12.3 Licence to the Manager

The Customer grants to the Manager a non-exclusive, royalty free licence to use and to make any necessary modifications to all Documents created by the Manager in connection with the Services for the purpose of performing the Services.

12.4 What indemnities exist if Intellectual Property Rights are infringed?

- (a) The Manager indemnifies the Customer and its Personnel against all claims, loss, cost, damage or expense occurring as a direct or indirect result of a claim that the performance of the Services (other than the use by the Manager or its Personnel of any of the Customer's Intellectual Property Rights or Documents in the performance of the Services) has infringed the Intellectual Property Rights of any person.
- (b) The Customer indemnifies the Manager and its Personnel against all claims, loss, cost, damage or expense occurring as a direct or indirect result of a claim that the use by the Manager or its Personnel of any of the Customer's Intellectual Property Rights or Documents has infringed the Intellectual Property Rights of any person.

13. HOW ARE DOCUMENTS DEALT WITH?

13.1 Who owns the Documents?

- (a) All materials and Documents made available by the Customer to the Manager remain the property of the Customer.
- (b) All Documents created by the Manager for the purpose of performing the Services will vest upon their creation in the Customer and remain the property of the Customer.

13.2 What rights does the Manager have to use the documents?

The Customer grants to the Manager during the Term, a non-exclusive, royalty free licence to use and to make any necessary modifications to the materials and Documents made available by the Customer to the Manager for the purpose of performing the Services.

14. HOW IS CONFIDENTIAL INFORMATION DEALT WITH?

14.1 How is Confidential Information to be used?

Each party:

- (a) must keep the Confidential Information confidential;
- (b) may use the Confidential Information only for the purpose of performing their respective obligations under this agreement; and
- (c) may disclose the Confidential Information to enable it to provide the Services but only:
 - (i) to Permitted Employees and Permitted Disclosees; and
 - (ii) to the extent that the Permitted Employee or Permitted Disclose has a need to know.

14.2 Who is a Permitted Employee?

A 'Permitted Employee' is an officer or employee of a party:

- (a) whose name and position with the party has been notified to the other party in writing before disclosure; and
- (b) who before disclosure has been directed and undertaken in writing to comply with clauses 14.1 and 14.5 ('Undertaking').

14.3 Who is a Permitted Disclosee?

A 'Permitted Disclosee' is a person (other than a Permitted Employee) who has agreed in writing to comply with clauses 14.1 and 14.5 (also an '**Undertaking**') before disclosure is made of the Confidential Information to that person.

14.4 Do Undertakings have to be enforced?

Each party must enforce each Undertaking.

14.5 What are each party's other obligations in relation to Confidential Information?

Each party must:

- (a) not copy the Confidential Information or any part of it other than as permitted under this agreement;
- (b) safeguard the Confidential Information in its possession in the same way as it safeguards its own confidential information;
- (c) implement security practices aimed to protect against any unauthorised access, use, copying, disclosure (whether that disclosure is oral, electronic, in writing or in any other form), damage to or destruction of the Confidential Information;
- (d) immediately notify the other party if the party suspects or becomes aware of any unauthorised access, use, copying, or disclosure in any form; and
- (e) comply with all directions given by the other party regarding a suspected or actual breach of this clause

14.6 Are there any exceptions to the rules about confidentiality?

A party's obligations under this clause 14:

- (a) do not apply to the extent that information is:
 - (i) independently developed or known by that party;
 - (ii) public knowledge (otherwise than as a result of a breach of this agreement);
 - (iii) required to be disclosed or retained by law;
 - (iv) required to be disclosed for the implementation of the Services;
 - (v) required to be disclosed to enable a party to properly perform its obligations under this agreement; or
 - (vi) required to be disclosed for the purpose of obtaining professional advice or auditing services in relation to this agreement.
- (b) continue indefinitely in relation to Confidential Information, even if that Confidential Information is returned to the other party or destroyed.

14.7 No warranty or liability

Neither party (including its officers, employees, agents or advisers):

- (a) makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information (unless otherwise specified in this agreement); and

- (b) is liable for direct or indirect damage arising in any way out of the use of, or termination of the other party's right to use, the Confidential Information.

14.8 What happens to Confidential Information on termination?

On termination or expiry of this agreement, any right to access, use, copy or disclose the Confidential Information will cease immediately and each party must promptly return to the other party or destroy any or all copies of Confidential Information.

14.9 No Publicity

The Customer shall not, and shall not permit its agents, advisors, consultants or other representatives to identify, either expressly or by implication, the Manager, any managing agent of the Manager or any of their respective Affiliates or use any of their trademarks, trade names, service marks, other proprietary marks, or the Services performed hereunder in any advertising, press release, publicity matters or other promotional materials without the prior written consent of the Manager, which consent may be granted or withheld in the Manager's sole and absolute discretion.

15. HOW CAN THIS AGREEMENT BE TERMINATED?

15.1 Termination for Force Majeure Event

Either party may terminate this agreement by giving the other party written notice if a Force Majeure Event delays or prevents the Manager from carrying out an obligation under this agreement by more than 40 Business Days.

15.2 Termination for the Manager's default or insolvency

If:

- (a) the Manager breaches any provision of this agreement and fails to remedy the breach within 20 Business Days of receiving notice from the Customer requiring it to do so or, if the breach is not capable of being remedied within 20 Business Days, fails to put in place a plan to remedy the breach within 20 Business Days of receiving notice from the Customer requiring it to do so;
- (b) an Insolvency Event occurs in relation to the Manager;
- (c) the Manager ceases to carry on business;
- (d) the Manager loses any licence required to perform its obligations under this agreement and fails to put in place a plan to reacquire the licence;
- (e) there are continued significant breaches of the Manager's obligations as notified by the Customer to the Manager in respect of each breach; or
- (f) a major breach by the Manager (e.g. breach of Laws including OHS Laws),

the Customer may, by notice in writing to the Manager, terminate this agreement.

15.3 How are insolvency events to be notified?

Each party must notify the other immediately if an Insolvency Event occurs in relation to it or any of its Related Bodies Corporate.

15.4 Termination for the Customer's default or insolvency

If:

- (a) the Customer breaches any provision of this agreement and fails to remedy the breach within 20 Business Days of receiving notice from the Manager requiring it to do so or, if the breach is not capable of being remedied within 20 Business Days, fails to put in place a plan to remedy the breach within 20 Business Days of receiving notice from the Manager requiring it to do so;
- (b) an Insolvency Event occurs in relation to the Customer or its members;
- (c) the Customer ceases to carry on business;
- (d) there are continued significant breaches of the Customer's obligations as notified by the Manager to the Customer in respect of each breach; or
- (e) a major breach by the Customer (e.g. breach of Laws including OHS Laws),

the Manager may, by notice in writing to the Customer, do one or more of the following:

- (f) terminate this agreement; or
- (g) suspend all or any part of the Services.

15.5 Termination for Change of Interest

If the Manager ceases to be a Brookfield Group Member, either the Manager or the Customer may, by notice in writing to the other party, terminate this agreement on no less than 20 Business Days notice.

15.6 Termination of property management agreement at the Ernst and Young Tower

Either the Manager or Customer may, by notice in writing to the other party, terminate this agreement if the agreement dated on or about 30 December 2016 between Brookfield Commercial Operations Pty Ltd ACN 120 690 940 and Latitude Landowner Pty Ltd as trustee of the Latitude Landowning Trust ACN 106 533 715, as novated, assigned or otherwise dealt with from time to time, for the provision of property management services at the commercial building known as 680 George St Sydney (Lot No. 701 DP1049126) expires or is terminated for whatever reason.

15.7 What are the consequences if this agreement is terminated or expires?

On termination or expiry of this agreement for any reason:

- (a) any right to access, use, copy or disclose the Confidential Information will cease immediately and each party must promptly return to the other party or destroy any or all copies of Confidential Information;
- (b) the Manager will give the Customer a list of all the Customer's Facilities and Assets used in performing the Services and must ensure they are returned to the possession and control of the Customer;
- (c) the Manager will give the Customer a written list of, and, as available, hard and electronic copies of, all contracts and licences and any other documentation relevant to the Shared Facilities which it has been using in providing the Services;
- (d) the Manager will, if requested, provide reasonable assistance to the Customer (at the Customer's cost), to effect the smooth transition of provision of the Services by the Manager to the Customer or a new contractor to the Customer.

15.8 What amounts are the Manager entitled to be paid on termination?

Upon termination of this agreement for any reason:

- (a) subject to the Manager not being in breach of any of its obligations under this agreement, the Manager is entitled (without limiting any other rights or remedies of the Manager) to payment of all outstanding Fees and any other amounts due to the Manager under this agreement for Services performed by the Manager in accordance with this agreement to the date of termination; and
- (b) if this agreement is terminated under clause 15.4, 15.5 or 15.6, then the Customer must pay to the Manager on the date of termination of this agreement the cost of all goods and materials reasonably ordered by the Manager for the carrying out of the Services for which it is legally bound to pay; and
- (c) The Manager will retain any necessary real estate records for the required statutory period at no cost.

15.9 What happens if the Customer disposes of the Shared Facilities?

If the Customer consists of 2 or more parties (a Joint Customer) and one party (the Selling Customer) proposes to sell, lease or otherwise divest itself of all of its interest in the Shared Facilities the subject of this agreement, the other party not proposing to sell, lease or otherwise divest itself of all of its interest in the Shared Facilities the subject of this agreement (the Remaining Customer), may require the Selling Customer to use reasonable endeavours to procure that the incoming purchaser enters a deed or novation of this agreement with the Manager and the Remaining Customer.

15.10 Which clauses continue to apply after this agreement is terminated or expires?

After termination or expiration of this agreement clause 14 (confidentiality), clause 15.6 (consequences of termination), and clause 16 (dispute resolution) and any other provisions of this agreement which provide for rights, interests, duties, claims, undertakings and obligations subsequent to termination or expiration of this agreement, will continue to apply.

15.11 How does termination affect a party's accrued rights?

Termination of this agreement will not affect the accrued rights or remedies of either party.

16. WHAT HAPPENS IF THERE IS A DISPUTE?

16.1 Court proceedings

- (a) No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute arising out of or in connection with this agreement or the Services ('Dispute') unless it has first complied with this clause.
- (b) The parties agree that **clause 16.1(a)** does not apply to the Customer in the instance that the Manager discontinues the Services (in whole or part).

16.2 Notice of issue in dispute

A party claiming that a Dispute has arisen must give notice in writing of the issue in dispute to the other party. The notice must set out:

- (a) each thing complained of;
- (b) the outcome sought by the party giving the dispute notice;
- (c) the things that the party giving the dispute notice thinks needs to be done in order to achieve that outcome; and
- (d) the reasons that party thinks it should be entitled to that outcome.

16.3 Representatives to meet and attempt to resolve issue

The Customer's Representative and the Manager's Representative and other nominated representatives must:

- (a) meet within two Business days of notification under clause 16.2 to discuss the issue in dispute; and
- (b) meet at least once within 2 Business Days of first meeting and attempt to reach agreement within 5 Business Days (or longer period agreed between the parties) of notification under clause 16.2.

16.4 Notice of formal dispute

If the dispute is not resolved under clause 16.3, one party may give notice of a formal Dispute to the other party in writing.

16.5 Expert determination

If a notice is given under clause 16.4:

- (a) the Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the Customer and the Manager; or
 - (ii) in the event that no agreement is reached or appointment made within 15 Business Days of the date of the notice under clause 16.4, appointed on application of a party by the then current President of the Institute of Arbitrators and Mediators Australia or the President's nominee;
- (b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties except where:
 - (i) the determination requires a party to pay an amount in excess of \$1,000,000; or
 - (ii) the determination is in respect of or relates to termination or purported termination, of this agreement by any party,

in which event the expert is deemed to be giving a non-binding appraisal and any party may commence litigation in relation to the Dispute if it has not been resolved within 20 Business Days of the expert giving his or her decision.

16.6 What if a party does not comply with the dispute resolution procedures?

If a party breaches any provision of this clause in relation to a Dispute, the other party need not comply with that provision in relation to that same dispute.

16.7 How does a dispute affect a party's obligations?

- (a) The existence of a dispute or the application of any part of the process described in this **clause 16** will not relieve any of the parties from any obligation under this agreement.
- (b) In the instance that:
 - (i) there is a Dispute; and
 - (ii) the Manager discontinues the Services (in whole or part),the Customer may:
 - (iii) procure a third party to provide the Services (to the extent not properly provided by the Manager); and
 - (iv) set off third party to cost of the third party provide the Services (to the extent not properly provided by the Manager) against the Fee.

17. TO WHAT EXTENT IS THE MANAGER'S LIABILITY LIMITED?

17.1 Exclusion of warranties

- (a) Other than in respect of the Customer's Intellectual Property Rights, the Manager excludes all terms, conditions and warranties implied by law except any term, condition or warranty implied by statute (including the *Competition and Consumer Act 2010*) which cannot be excluded, modified or varied by agreement and any term, condition or warranty the exclusion of which would cause this clause to be void (**non-excludable condition**).
- (b) Despite any other provision of this agreement and, other than for breach of a non-excludable condition, the liability of the Manager to the Customer for any loss, cost, damage or expense:
 - (i) under, arising out of, or in connection with the performance of the Services or any other obligation under this agreement,
 - (ii) in tort for negligence or otherwise, or
 - (iii) otherwise at law and in equity generally,is limited to the supply of the Services (or a relevant part of the Services) again or payment of the cost of supplying the Services (or that part of the Services) again.

The liability of the Manager to the Customer is not limited by this paragraph (b) to the extent and to the amount of insurance proceeds that the Manager actually recovers pursuant to insurance policies taken out by the Manager in accordance with this agreement (in its own name or on behalf of the Customer) to compensate the Customer for the Customer's loss, cost, damage or expense.
- (c) Except for a breach of a non-excludable condition and subject to paragraph (b), the Manager is not liable to the Customer in damages for:
 - (i) indirect, incidental or consequential loss; or
 - (ii) loss of profit or other benefits expected,suffered or incurred by the Customer in any way.

17.2 Indemnity from Customer

- (a) In respect of any claims brought by third parties against the Manager, the Customer indemnifies, and must keep the Manager indemnified, against:
- (i) all claims against the Manager and liabilities for which the Manager in exercising its duties and obligations under this agreement incurs and all expenses incurred in relation to claims for liabilities;
 - (ii) all claims which may be taken or made against the Manager in exercising its duties and obligations under this agreement; and
 - (iii) any loss or damage suffered by the Manager as a result of the negligence or default of the Customer.

For the avoidance of doubt, a Brookfield Group Member is not a third party for the purposes of this clause.

- (b) The indemnities given by the Customer under this clause are subject to any liability of the Manager under this agreement and will not apply if, in respect of the particular circumstance for which an indemnity is sought:
- (i) the Manager acted without the authority of the Customer (express, implied or delegated);
 - (ii) the Manager acted in a way which was not consistent with the nature, design or structure of the Shared Facilities, Building or any of the plant, equipment or facilities within or appurtenant to the Shared Facilities or Building and such things were (or ought reasonably to have been) within the knowledge of the Manager);
 - (iii) the claim arose because of the fraud, negligence, wilful misconduct, omission or default of the Manager or its Personnel;
 - (iv) the Manager has not promptly given the Customer full details in respect of the relevant claim; or
 - (v) the Manager has not obtained the Customer's written consent prior to settling the relevant claim.
- (c) The Customer is not liable to the Manager in damages for:
- (i) indirect, incidental or consequential loss; or
 - (ii) loss of profit or other benefits,
- expected, suffered or incurred by the Manager in any way.

17.3 Indemnity from Manager

- (a) Without limitation to any other right of the Customer, in respect of any claims brought by third parties against the Customer, but subject to clause 17.1, the Manager indemnifies, and must keep the Customer indemnified, against any loss or damage suffered by the Customer as a result of the negligence or default of the Manager.
- (b) The indemnity given by the Manager under this clause will not apply if, in respect of the particular circumstance for which an indemnity is sought the claim arose because of the fraud, negligence, wilful misconduct, omission or default of the Customer or its Personnel.

18 Capacity and limitation of liability – ISPT Pty Ltd

18.1 Definitions

In this clause, unless the context clearly indicates otherwise:

- (a) **Assets** includes all assets, property and rights real or personal of any nature;
- (b) **ISPT** means ISPT Pty Ltd;
- (c) **Loss** means all loss, cost, damage, liability, death, injury or other detriment, including legal costs, consequential loss, special loss and economic loss;
- (d) **Obligation** means any obligation, liability, covenant, agreement, undertaking, representation, acknowledgment, warranty, indemnity, guarantee, stipulation, proviso or

condition of whatever kind to be observed, performed, met, undertaken or incurred by ISPT under or in respect of this deed or any deed, agreement or other instrument collateral with this deed or given or entered into under this deed; and

- (e) **Trust means** Trust means the Industry Superannuation Property Trust No.2 (ABN 70 014 228 200).

18.2 ISPT's capacity

The Licensee acknowledges that the ISPT's Obligations are incurred by ISPT solely in its capacity as trustee of the Trust and that the Trustee will cease to have any Obligations if the Trustee ceases for any reason to be the Trustee of the Trust.

18.3 Limitation of ISPT's liability

Except in the case and to the extent of a reduction in the extent of ISPT's indemnification out of the Assets of the Trust as a result of ISPT's fraud, negligence, breach of trust or breach of duty:

- 18.3.1** ISPT is not liable to pay or satisfy an Obligation out of any Assets out of which ISPT is not entitled to be and is in fact not indemnified in respect of any liability incurred by it as trustee of the Trust;
- 18.3.2** the Licensee may enforce its rights against ISPT arising from or in connection with the non-performance of ISPT's Obligations only to the extent of ISPT's (as trustee) right of indemnity out of the Assets of the Trust;
- 18.3.3** if those Assets are insufficient, the Licensee will not seek to recover any shortfall by bringing proceedings against ISPT personally and may not seek the appointment of a liquidator, administrator, receiver or similar person to ISPT or prove in any liquidation, administration or arrangement of or affecting ISPT; and
- 18.3.4** the Licensee waives its rights and releases ISPT from all personal liability in respect of any Loss which the Licensee may suffer or incur as a result of any:
 - 18.3.4.1** breach of this deed by ISPT; or
 - 18.3.4.2** non-performance by ISPT of ISPT's Obligations,

which cannot be paid or satisfied out of the Assets out of which ISPT is entitled to be and is in fact indemnified in respect of the breach or non-performance by it as trustee of the Trust; and

18.4 Attorneys, agents and others

No attorney, agent or other person appointed by ISPT for the purposes of this deed has authority to act on behalf of ISPT in a way which exposes ISPT to any personal liability and no act or omission of such a person will be considered fraud, negligence, breach of trust or breach of duty by ISPT for the purposes of clause 8.3.

18.5 Application

This clause applies at all times during which ISPT Pty Ltd holds an interest in or owns the Property and survives expiration or earlier termination of this deed.

19 TO WHAT EXTENT IS LATITUDE LANDOWNER'S LIABILITY LIMITED?

- (a) Latitude Landowner enters into this agreement only in its capacity as trustee of the Trust.
- (b) Subject to clause 17.3(d):
 - (i) a liability arising under or in connection with this agreement (or the transactions contemplated by it) is limited and can be enforced against Latitude Landowner only to the extent to which it can be satisfied out of property of the Trust out of which Latitude Landowner is actually indemnified for the liability; and
 - (ii) the limitation in clause 17.3(b)(i) applies despite any other provisions of this agreement.
- (c) Subject to clause 17.3(d) no party shall:
 - (i) sue Latitude Landowner in any capacity other than as trustee of the Trust;
 - (ii) seek to appoint or take any steps to procure or support the appointment of a receiver, a receiver and manager, a liquidator, a provisional liquidator, an administrator or similar person to Latitude Landowner or prove in any liquidation, administration or arrangement of or affecting Latitude Landowner (except in relation to property of the Trust);
 - (iii) enforce or seek to enforce any judgment in respect of any liability arising under or in connection with this agreement (or the transactions contemplated by it) against any property of Latitude Landowner other than property held by Latitude Landowner as trustee of the Trust.
- (d) The limitations in clauses 17.3(a), 17.3(b) and 17.3(c) do not apply to any liability of Latitude Landowner to the extent that the liability is not satisfied because, under the constitution of the Trust or by operation of law there is a reduction in the extent of Latitude Landowner's indemnification out of the assets of the Trust, as a result of Latitude Landowner's fraud, negligence or breach of trust (involving its wilful default or lack of good faith).
- (e) The Latitude Landowner warrants that it has the authority under the trust deed to enter into this agreement and that doing so is a proper performance and exercise of its powers or duties in relation to the Trust.
- (f) In this clause 0, the word
 - (i) **"Latitude Landowner"** means Latitude Landowner Pty Limited ACN 106 533 715.
 - (ii) **"Trust"** means the Latitude Landowning Trust established by the Latitude Landowning Trust Deed dated 9 October 2003 or if Latitude Landowner owns the Property as trustee of another trust, that trust, and
 - (iii) **"Trust Deed"** means the deed establishing that trust.

18. TO WHAT EXTENT IS BROOKFIELD LATITUDE SITE C'S LIABILITY LIMITED?

- (a) Brookfield Latitude Site C Landowning enters into this agreement in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited and can be enforced against Brookfield Latitude Site C only to the extent to which it can be satisfied out of assets of the Trust and

for which Latitude Landowner is actually indemnified for the liability or by exercise of rights under this agreement. This limitation of Brookfield Latitude Site C's liability applies despite any other provisions of this agreement and extends to all liabilities and obligations of Brookfield Latitude Site C in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement, any other document in connection with it, or the Trust.

- (b) A party may not sue Brookfield Latitude Site C in any capacity other than as trustee of the Trust; including seeking the appointment of a receiver, a liquidator, an administrator or similar person to Brookfield Latitude Site C or prove in any liquidation, administration or arrangement of or affecting Brookfield Latitude Site C (except in relation to assets of the Trust or otherwise under this agreement).
- (c) This clause 18 shall not apply to any obligation or liability of Brookfield Latitude Site C to the extent that it is not satisfied because, under this agreement, or by operation of law, there is a reduction in the extent of Brookfield Latitude Site C's indemnification out of the assets of the Trust, as a result of Brookfield Latitude Site C's fraud, negligence or breach of trust.
- (d) It is also acknowledged that a breach of an obligation imposed on, or a representation or warranty given by, Brookfield Latitude Site C under or in connection with this agreement will not be considered a breach of trust by Brookfield Latitude Site C unless Brookfield Latitude Site C has acted with negligence, or without good faith, in relation to the breach.
- (e) In this clause 20, the word:
 - (i) **"Brookfield Latitude Site C"** means Brookfield Latitude Site C Landowning Pty Limited ACN 105 321 122.
 - (ii) **"Trust"** means the Latitude Site C Landowning Trust established by the Latitude Site C Landowning Trust Deed dated 30 June 2003.

19. TO WHAT EXTENT IS AWPf'S LIABILITY LIMITED?

- (a) This limitation of AWPf's liability applies despite any other provisions of this agreement and extends to all Obligations of AWPf in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The Trustee enters into this agreement as trustee of the Trust and in no other capacity.
- (c) The parties other than AWPf acknowledge that AWPf incurs the Obligations solely in its capacity as trustee of the Trust and that AWPf will cease to have any obligation under this agreement if AWPf ceases for any reason to be trustee of the Trust.
- (d) Subject to clause 19(h), AWPf will not be liable to pay or satisfy any Obligations except out of the Assets against which it is actually indemnified in respect of any liability incurred by it as trustee of the Trust.
- (e) Subject to clause 19(h), the parties other than AWPf may enforce their rights against AWPf arising from non-performance of the Obligations only to the extent of AWPf's right of indemnity out of the Assets of the Trust.
- (f) Subject to clause 19(h), if any party other than AWPf does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:
 - (i) bringing proceedings against AWPf in its personal capacity; or
 - (ii) applying to have AWPf put into administration or wound up or applying to have a receiver or similar person appointed to AWPf or proving in the administration or winding up of AWPf.

- (g) Subject to clause 19(h), the parties other than AWPf waive their rights and release AWPf from any personal liability whatsoever, in respect of any loss or damage:
- (i) which they may suffer as a result of any:
 - (A) breach by AWPf of any of its Obligations; or
 - (B) non-performance by AWPf of the Obligations; and
 - (ii) which cannot be paid or satisfied out of the Assets of which AWPf is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (h) The parties other than AWPf acknowledge that the whole of this agreement (other than clauses **Error! Reference source not found.**, 0 and 18) is subject to this clause 19 and AWPf shall in no circumstances be required to satisfy any liability of AWPf arising under, or for non-performance or breach of any Obligations under or in respect of, this agreement or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the Assets of the Trust under AWPf's control and in its possession as and when they are available to AWPf to be applied in exoneration for such liability PROVIDED THAT if the liability of AWPf is not fully satisfied out of the Assets of the Trust as referred to in this clause 19, AWPf will be liable to pay out of its own funds, property and assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the Assets of the Trust have been reduced by reasons of fraud, negligence or breach of trust by AWPf in the performance of AWPf's duties as trustee of the Trust.
- (i) The parties agree that no act or omission of AWPf (including any related failure to satisfy any Obligations) will constitute fraud, negligence or wilful default of AWPf for the purposes of this clause 19 to the extent to which the act or omission was caused or contributed to by any failure of any other person to fulfil its obligations relating to the Trust or by any other act or omission of any other person.
- (j) No attorney, agent or other person appointed in accordance with this agreement has authority to act on behalf of AWPf in a way which exposes AWPf to any personal liability (except in accordance with the provisions of this clause 19), and no act or omission of such a person will be considered fraud, negligence or wilful default of AWPf for the purposes of this clause 19.
- (k) In this clause 19:
- (i) "**AWPf**" means AWPf Management No. 2 Pty Limited ACN 135 365 365;
 - (ii) "**Obligations**" means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Trustee under or in respect of this agreement;
 - (iii) "**Assets**" includes all assets, property and rights real and personal of any value whatsoever;
 - (iv) "**Trust**" means Latitude Landholding Trust No.2.

20. WHAT OTHER GENERAL RULES APPLY TO THIS AGREEMENT?

20.1 How are notices to be given and when are they deemed to be received?

- (a) A notice required or authorised to be given or served on a party under this agreement must be in writing in the English language and must be given or served by facsimile, prepaid post or airmail or handed to that party at its address or facsimile number appearing in Item 5 of Schedule 2 or such other address or facsimile number as the party may have notified in writing to the other party.
- (b) A notice will be deemed, in the absence of proof to the contrary, to have been given or served on the party to whom it was sent:

- (i) in the case of hand delivery, on delivery during business hours;
 - (ii) in the case of prepaid post (whether registered or ordinary) or airmail, 2 Business Days after the date of dispatch; and
 - (iii) in the case of facsimile transmission, at the time of dispatch provided that following transmission the sender receives a transmission confirmation report.
- (c) In this clause 22.1:
- (i) **'notice'** includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under a provision of this agreement; and
 - (ii) **'business hours'** means from 9.00am to 4.00pm Sydney time on a Business Day.
- (d) A notice given or served under this agreement is sufficient if it is signed by the director or secretary of the entity giving or sending it.

20.2 What happens if part of this agreement is illegal or unenforceable?

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

20.3 Which laws govern this agreement?

The laws of the State or Territory specified in Item 6 of Schedule 2 apply to this agreement and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and its appellate courts.

20.4 Prior agreements - what are their significance?

This agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as set out in this agreement.

20.5 Can this agreement be assigned?

- (a) Subject to clauses 15.9, 22.5 and 22.20 neither party may assign or attempt to assign or otherwise transfer or deal with any right, benefit or obligation under this agreement without the prior written consent of the other party which will not be unreasonably withheld.
- (b) Clause 19(a) does not apply if the party is assigning or attempting to assign or otherwise transfer or deal with any right, benefit or obligation under this agreement to a:
 - (i) Brookfield Group Member; or
 - (ii) Customer Group Member (including a change of trustee where the Customer is a trustee of a trust).

20.6 What is the relationship between the parties?

Nothing in this agreement or any circumstances associated with it or its performance is to give rise to a joint venture or any relationship of partnership or employer and employee between the Customer and the Manager or between the Customer and any Personnel of the Manager.

20.7 Conflict in agreement

In the event of any conflict between the terms and conditions of this agreement and those shown on any attachment or schedule to this agreement, the terms and conditions of this agreement must prevail.

20.8 What other representations and warranties do the parties give?

Each of the parties represents and warrants to the other that:

- (a) **(incorporation)** it is a company duly incorporated and validly existing under the laws of the country of its incorporation;
- (b) **(corporate power)** it has the corporate power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated in this agreement;
- (c) **(corporate action)** it has taken all necessary corporate action to authorise the entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
- (d) **(binding obligation)** this document is a valid and binding obligation; and
- (e) **(no contravention)** neither the execution and performance by it of this agreement nor any transaction contemplated under this agreement will violate in any respect any provision of:
 - (i) any Law; or
 - (ii) its constituent documents; or
 - (iii) any other document, agreement or other arrangement binding on it or its assets.

The Manager warrants that it will comply with the prevailing applicable standards for the holding of income generated by the Shared Facilities and has the experience and expertise to perform and undertake the Services.

20.9 Disclaimer

- (a) Each of the parties acknowledge that:
 - (i) it has relied on its own enquiries in respect of all matters relating to this agreement and has not relied on any representation, warranty, condition or statement made by or on behalf of any other party other than as set out in this agreement; and
 - (ii) any conditions or warranties which may otherwise be implied by law into this agreement are expressly excluded to the extent permitted by law.
- (b) Each of the parties release the other parties from all actions, claims, demands and liability which it may have or claim to have, or but for this release, it might have had against the other parties arising out of any representation, warranty, covenant or provision not set out or referred to in this agreement.

20.10 Further action

Each of the parties must:

- (a) use reasonable efforts to do all things necessary or desirable to give full effect to this agreement; and

- (b) refrain from doing anything that might hinder performance of this agreement.

20.11 Who pays the costs of preparing and executing this agreement?

Each of the parties must bear its own costs for the preparation and execution of this agreement. The Customer must bear all stamp duty on this agreement and any other agreement or transaction contemplated by this agreement.

20.12 How can this agreement be altered?

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

20.13 Can this agreement be executed using more than one copy?

This agreement may be executed in any number of counterparts.

20.14 How can a party make a public statement about this agreement?

- (a) Neither of the parties may make or authorise any promotional material, press release or other public statement relating to the parties identities, use of their trademarks, trade names, service marks and other proprietary marks, the negotiations of the parties or the subject matter or terms of this agreement unless:
 - (i) it has prior written approval of the other party (which approval is not to be unreasonably withheld or delayed); or
 - (ii) it is required by law or the Listing Rules of Australian Stock Exchange Limited or another recognised stock exchange;
 - (iii) the statement is reasonably required by an emergency situation in relation to the Shared Facilities and the first party (on reasonable grounds) believes that it does not have time to obtain the prior approval of the other party; or
 - (iv) the statement is made within the parameters of any management procedure approved in writing in advance by the other party.
- (b) If a party is required by law or the Listing Rules of the Australian Stock Exchange Limited or another recognised stock exchange to make any such press release or other public statement the party must before doing so:
 - (i) notify the other parties; and
 - (ii) give the other parties a reasonable opportunity to comment on the contents of, and the requirement for, any such statement.

20.15 How are ambiguities resolved?

- (a) If there is any ambiguity, discrepancy or inconsistency in the documents comprising this agreement, the following order of precedence will apply:
 - (i) the formal agreement signed by the Customer and the Manager;
 - (ii) Schedule 1;
 - (iii) the other Schedules; and
 - (iv) other documents.

- (b) If the Manager considers there is an ambiguity, discrepancy or inconsistency in any of the documents comprising this agreement it may give notice of such to the Customer.
- (c) The Customer must direct the Manager as to the course it must adopt within seven Business Days after receiving such notice.
- (d) The Fee will be increased by the amount of any extra costs, if any, incurred by the Manager as a result of compliance with the Customer's direction.

20.16 What are the rules relating to GST?

(a) Interpretation

In this clause

- (i) 'GST', 'supply', 'taxable supply' and 'tax invoice' have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (ii) a reference to a payment being made or received includes a reference to consideration other than money being given or received.

(b) Payment

- (i) Each person who receives a taxable supply under or in connection with this agreement must pay to the person who made that supply, at the same time as the person who receives the supply must pay for it, an additional amount equal to the GST payable on that supply; and
- (ii) If a payment by one party to another is calculated as a percentage of, or by reference to, an amount which includes an amount for GST, the payment will be calculated on the GST exclusive amount.

(c) Reimbursement of Expenses

If a payment under this agreement by a party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by the other party, the payment must be reduced by the amount of any input tax credit to which the other party is entitled.

(d) Tax Invoice

Each person who receives a payment under this clause must give a tax invoice to the person who made that payment.

20.17 Can the Manager enter separate agreements with lessees, owner's corporations, Lot Owners and Occupiers?

The Manager and the Customer acknowledge that the Manager may enter separate agreements with lessees, owner's corporations, Lot Owners and other Occupiers of the Building to provide amenities or services to them.

The Customer is not responsible for paying any amounts due to the Manager under those agreements.

To avoid any doubt, amenities and services the Manager provides pursuant to this clause are in addition to Services that the Manager provides under this agreement. Payments received by the Manager for providing the amenities and services are not part of the Fee.

20.18 How must the Customer give directions and requests to the Manager?

- (a) The Customer must give directions and requests to the Manager by giving those directions and requests in writing to the Manager's Representative. The directions and requests may be given only by:
 - (i) the Customer's Representative;
 - (ii) another person authorised to do so in writing by the Customer; or
 - (iii) the Strata Manager exercising the functions delegated to it by the Customer.
- (b) The Manager must only carry out instructions or direction in respect of the Building which are given and authorised by the Customer's Representative or his duly authorised delegate.

20.19 Conflicts

Nothing in this Agreement will be deemed to restrict in any way the freedom of the Manager to conduct any business or activity whatsoever not related to the Building (except as provided in this agreement), including the acquisition, development, leasing, sale, operation and management of any real property, without any accountability to the Customer whatsoever even if such activity or business may compete with the operation of the Building. It is understood and agreed that the Manager owns or operates several properties which compete or may compete with the Building for tenants. Notwithstanding, the Manager covenants that all matters in respect of which a conflict exists as between the best interest of the Building and the interest of the Manager in, or owner of, another property that the Manager manages, will be notified to the Customer and dealt with by the Manager in good faith and in a fair, equitable and even handed manner.

20.20 Delegation

The Manager may delegate or appoint an agent in respect of its duties and obligations under this agreement without the approval of the Customer, except that where the proposed delegate or agent is not a Brookfield Group Member, the Manager must obtain the Customer's prior written consent of the proposed delegation or appointment.

20.21 Attending Committee's Meetings

- (a) The Customer must give notices of its meetings to the Manager's Representative as if they are a member of the Building Management Committee under the Strata Management Statement.
- (b) The Customer must allow the Manager's Representative to attend its meetings.
- (c) The Manager's Representative must attend meetings of the Customer if the Customer proposes to deal with the Services or other duties and rights of the Manager under this agreement. The Manager's Representative may address meetings and answer questions.

21. REPORTING HOTLINE

- (a) The Manager maintains a Reporting Hotline for its vendors and other interested parties to anonymously report any matters free of discrimination or retaliation pertaining to:
 - (i) accounting, auditing or other financial reporting irregularities,
 - (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or
 - (iii) violations of Laws.

- (b) The Brookfield Ethics Hotline may be accessed by telephone (toll free) at (Australia - 1800-152-863 and New Zealand - 0800-443-938) or by internet (anonymously) at www.reportlineweb.com/Brookfield.
- (c) Brookfield will investigate all reports in compliance with Laws or as it otherwise deems necessary.

22. ANTI-CORRUPTION - CUSTOMER

- (a) The Customer warrants and undertakes to the Manager that:
 - (i) it has not offered, promised, given or agreed to give and shall not during the term of this agreement offer, promise, give or agree to give to any person any bribe on behalf of the Manager or otherwise with the object of obtaining a business advantage for the Manager or otherwise;
 - (ii) it will not engage in any activity or practice which would constitute an offence under any applicable anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act;
 - (iii) it has and during the term of this agreement will maintain in place its own policies and procedures to ensure compliance with any applicable anti-corruption laws;
 - (iv) it will procure that any person who performs or has performed services for or on its behalf ("**Associated Persons**") in connection with this agreement complies with this clause 22;
 - (v) it will not enter into any agreement with any Associated Person in connection with this agreement, unless such agreement contains undertakings on the same terms as contained in this clause 22;
 - (vi) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this agreement;
 - (vii) from time to time during the term of this agreement, at the reasonable request of the Manager, it will confirm in writing that it has complied with its undertakings under this clause 22(a) and will provide any information reasonably requested by the Manager in support of such compliance;
 - (viii) report to the Manager or to Brookfield's Reporting Hotline (Australia - 1800-152-863 and New Zealand - 0800-443-938) as soon as practicable any request or demand for any undue financial or other advantage of any kind received by the Customer from the Manager or any other person in connection with the performance of this agreement; and
 - (ix) it shall notify the Manager as soon as practicable of any breach of any of the undertakings contained in this clause 22 of which it becomes aware.
- (b) In the event that the Manager has at any time during the term of this agreement reasonable cause to believe that the Customer is in breach of any of the provisions of clause 22, the Manager may suspend performance of or terminate this agreement with immediate effect by the service of written notice on the Customer.

23. ANTI-CORRUPTION - MANAGER

- (a) The Manager warrants and undertakes to the Customer that:
 - (i) it has not offered, promised, given or agreed to give and shall not during the term of this agreement offer, promise, give or agree to give to any person any bribe on behalf of the Customer or otherwise with the object of obtaining a business advantage for the Customer or otherwise;

- (ii) it will not engage in any activity or practice which would constitute an offence under any applicable anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act;
 - (iii) it has and during the term of this agreement will maintain in place its own policies and procedures to ensure compliance with any applicable anti-corruption laws;
 - (iv) it will procure that any person who performs or has performed services for or on its behalf ("**Associated Persons**") in connection with this agreement complies with this clause 23;
 - (v) it will not enter into any agreement with any Associated Person in connection with this agreement, unless such agreement contains undertakings on the same terms as contained in this clause 23;
 - (vi) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this agreement;
 - (vii) from time to time during the term of this agreement, at the reasonable request of the Customer, it will confirm in writing that it has complied with its undertakings under this clause 23(a) and will provide any information reasonably requested by the Customer in support of such compliance;
 - (viii) report to the Customer as soon as practicable any request or demand for any undue financial or other advantage of any kind received by the Manager from the Customer or any other person in connection with the performance of this agreement; and
 - (ix) it shall notify the Customer as soon as practicable of any breach of any of the undertakings contained in this clause 23 of which it becomes aware.
- (b) In the event that the Customer has at any time during the term of this agreement reasonable cause to believe that the Manager is in breach of any of the provisions of clause 23, the Customer may suspend performance of or terminate this agreement with immediate effect by the service of written notice on the Manager.

SCHEDULE 2 - REFERENCE SCHEDULE

ITEM	CLAUSE	DESCRIPTION
1.		Customer: Latitude Landowner Pty Limited Meriton Apartments Pty Limited Brookfield Latitude Site C Landowning Pty Limited ISPT Pty Ltd and AWPf Management No. 2 Pty Limited The Owners – Strata Plan No. 74957 The Owners – Strata Plan No. 72381 The Owners – Strata Plan No. 71067 Pitt Real Estate Netherlands BV
2.	1.2	Commencement Date: 1 July 2017
3.	1.2 and 9.2	Manager's Representative: General Manager PO Box 2005 World Square NSW 2002 Ph: 02 8669 6900 Fax: 02 9261 3142
4.	1.2 and 9.1	Customer's Representative: Strata Manager - Bright & Duggan Level 1, 37 – 43 Alexander Street, Crows Nest NSW 2065 Ph: 02 9483 3133 Fax: 02 9439 6443
5.	22.1	Address for notices: The Customer: The Building Management Committee of World Square c/- Bright & Duggan Level 1, 37 – 43 Alexander Street, Crows Nest NSW] Attention: Strata Manager Ph: 02 9483 3133 Fax: 02 9439 6443 The Manager: Brookfield Commercial Operations Pty. Limited Level 22, 135 King Street, Sydney NSW 2000 GPO Box 172, SYDNEY NSW 2001 Attention: Head of Property and Facilities Management Ph: 02 9322 2000 Fax: 02 9322 2001

- | | | |
|----|--------------|---|
| 6. | 1.2 and 19.3 | State or Territory:
NSW |
| 7. | 1.2 | Term
3 years from and including the Commencement Date |
| 8. | | Not used |

SCHEDULE 3 – CUSTOMER'S FACILITIES AND ASSETS

(refer clauses 1.2, 6.1, and 13 of Schedule 1)

Customers Facilities and Assets include the following:

1. an office for the use of the on site Manager Representative of at least 12m²;
2. ventilation to the office;
3. a fixed bench; and
4. a security key cabinet with sufficient capacity to store all security keys for the Shared Facilities.

SCHEDULE 4 – FEE SCHEDULE

(refer clauses 1.2, 5.1 and 7 of Schedule 1)

1. HOW IS THE FEE CALCULATED?

The Fee payable for the Services comprises:

- (a) Building Management Fee; plus
- (b) the Maintenance Officer Fee.

In this schedule:

‘Building Management Fee’ means \$123,000.00 per annum (ex GST) as adjusted in accordance with this Schedule.

‘Maintenance Officer Fee’ means \$88,000.00 per annum (ex GST) being the wage and overheads payable for the maintenance officer.

2. SUBMISSION OF MONTHLY INVOICES

The Manager will prepare invoices detailing the amount of the Fee payable by the Customer for each calendar month and submit them to the Customer within three Business Days after the end of each month.

Each invoice is to separately itemise any lump sum component of the Building Management Fee and the Maintenance Officer Fee and any other amounts payable to the Manager under the agreement for that month.

3. PAYMENT OF INVOICES

The Customer will pay the Manager's invoices by bank transfer to a bank account nominated by the Manager in writing from time to time or by an alternative means if agreed by the Manager.

4. RECORDS AND AUDIT

- (a) The Manager will maintain accounting records to support any cost component of the Fee invoiced.
- (b) Upon not less than sixty (60) days prior written notice from the Customer, and during regular business hours, the Manager will make available to the Customer's external auditors, examiners and regulators and their designees, such as books, records, information, documentation of internal accounting controls and other Documents created, applied or used by the Manager in performing the Services.
- (c) The Manager will ensure that on reasonable notice, its employees are accessible to, and cooperate with the Customer's external auditors, examiners and regulators and their designees.
- (d) Cost of the audit under paragraph (b) will be borne solely by the Customer

5. ADJUSTMENT OF THE FEE

The Fee calculated pursuant to clause 1 of this Schedule is subject to adjustment as set out in this Schedule and other provisions of this agreement.

(a) Variations

In the event of a Variation, the adjustment to the Fee will be as agreed between the parties, but if a Variation is implemented without prior agreement as to the Fee adjustment, the Fee will be increased by the extra cost to the Manager as a result of the Variation together with 8% of that cost for overhead and profit.

(b) Changes in Law or Standards

If there is a change in any Law or Standard or a new Law or Standard which takes effect after the date of this agreement and which results in an increase in the Manager's costs of carrying out the Services, the Fee will be increased by the amount of the increase in cost to the Manager (except to the extent that the cost has been reimbursed under any other provision of this agreement).

(c) Adjustment of Fee

Adjustment of Building Management Fee

The Building Management Fee is to be increased by 4% on each anniversary of the Commencement Date.

Adjustment of Maintenance Officer Fee

The Maintenance Officer Fee is to be increased by 4% on each anniversary of the Commencement Date.

6. EXPENSES TO BE RECOVERED FROM THE CUSTOMER:

In addition to the Fee, the following costs will be reimbursable by the Customer to the Manager:

- Employee Termination Costs relating to the loading dock manager where the loading dock manager is solely employed by the Manager to manage the loading dock within the Shared Facilities and where the agreement comes to the end of its term or if the agreement is terminated under clauses 15.4, 15.5 and 15.6;
- All office accommodation will be provided for on site management. All office accommodation costs including fitout costs, running costs, electronic data processing costs and equipment hire costs will be recoverable through outgoings or directly from the Customer;
- Costs for Extra Services;
- External consultants costs (technical, leasing, legal, auditors etc);
- The Customer will incur the cost of providing the Customer's Facilities and Assets as detailed in Schedule 3.

7. WHAT RECORDS DOES THE MANAGER HAVE TO KEEP AND WHEN CAN THE CUSTOMER AUDIT THEM?

- a) The Manager will maintain accounting records to support any cost component of the Fee invoiced.
- b) Upon not less than 7 days prior written notice from the Customer, or sooner if practicable, and during regular business hours, the Manager will make available to the Customer's external auditors, examiners and regulators and their designees, such books, records, information, documentation of internal accounting controls and other documents created, applied or used by the Manager in performing the Services including, where applicable, in electronic format.
- c) The Manager will ensure that on reasonable notice, its employees are accessible to, and cooperate with the Customer's external auditors, examiners and regulators and their designees.
- d) Cost of the audit under paragraph (b) will be borne solely by the Customer.

SCHEDULE 5 – SERVICES

(refer clauses 1.2 and 3.1 of Schedule 1)

These are the Services which the Manager must perform for the Building Management Fee:

1.0 BUILDING MANAGEMENT SERVICES

- 1.1 The Manager must with respect to the Shared Facilities undertake the following tasks in a proper and workmanlike manner and in accordance with all Standards and Laws.
- (a) Develop appropriate scopes of works and contract documentation to allow Customer's Service Contracts to be tendered; based on the Customer's brief and the Manager's interpretation of this brief;
 - (b) Tender the Customer's Service Contracts as required and make recommendations to and obtain approval from the Customer to enter into the Customer's Service Contracts;
 - (c) Enter into the Customer's Service Contracts as the authorised agent of the Customer if requested by the Customer;
 - (d) Prepare and provide for approval to the Customers an annual budget for Customer's Service Contracts for the Shared Facilities. The budget for Shared Facilities must take into account the obligations of the Customer to maintain, carry out preventative maintenance, repair and replace Shared Facilities;
 - (e) Provide technical support and advice on building management issues to the Customer;
 - (f) Conduct monthly maintenance inspections of services, plant and equipment in the Shared Facilities;
 - (g) Maintain and periodically recommend to the Customer appropriate updates to documentation to reflect any changes to the Shared Facilities;
 - (h) Keep and monitor the stock of necessary spare parts for services, plant and equipment in the Shared Facilities (eg light globes, filters and washers) which are required by and purchased at the cost of the Customer;
 - (i) Maintain a close working relationship with the administrator and provide information requested by the Administrator;
 - (j) Attend meetings of the Customer that relate to the operation of the Shared Facilities;
 - (k) Supervise the delivery of services to Customers and occupiers under clause 22.17 of this agreement.
 - (l) Operate, including management of contractors who operate, and monitor all Shared Facilities plant, services and systems;
 - (m) Schedule, arrange and supervise the due performance of routine and preventative maintenance services;
 - (n) Schedule, arrange and supervise the due performance of essential services and other statutory maintenance inspections and certifications;
 - (o) Prepare financial, technical and service performance information in a report format to be agreed with the Customer;
- 1.2 The Manager will provide a CMMS (Computerised Maintenance Management System) to assist in:
- maintaining an asset register of all plant and equipment
 - maintaining an inventory of stock and spares
 - scheduling preventative maintenance activities
 - recording corrective works and cost history for the properties

- reporting on the maintenance service

- 1.3 At the beginning of each 12 month period of this agreement, the Manager must carry out an annual audit of Shared Facilities and identify:
- (a) the long term maintenance requirements; and
 - (b) suggestions about changes to existing maintenance strategies for Shared Facilities.
- 1.4 The Manager must present a written report about the annual audit to the Customer within one month after carrying out the annual audit.
- 1.5 The Manager is authorised by the Customer to spend up to \$5000 on its behalf on any building management project for which the Manager is responsible but which is extraneous to a specific cost allowance identified in this agreement, rather than seeking approval from the Customer at its next meeting, subject to the prior written approval of the Strata Manager on each occasion.
- 2.0 SUPERVISION SERVICES**
- 2.1 The Customer must enter into the Customer's Service Contracts contemplated in this Schedule.
- 2.2 As part of the Supervision Services, the Manager must supervise the Customer's Service Contracts to ensure that they are performed to the levels and for the frequencies as set out in the individual Service Contract to be negotiated by the Manager.
- 2.3 The Manager must supervise any Customer's Service Contracts which are in place due to warranty maintenance and defects liability obligations of the builder. This clause 2.3 only applies to a new or refurbished property.
- 2.4 The Customer's Service Contracts anticipated to be entered into at either commencement of this agreement or when the warranty maintenance period expires includes but is not limited to the following:
- Cleaning – other shared areas
 - Lift Service (public) maintenance
 - General repairs and maintenance
 - Doors locks and carpentry repairs and maintenance
 - Painting repairs and maintenance
 - Plumbing repairs and maintenance
 - Electrical repairs and maintenance
 - Signage repairs and maintenance
 - Safety and Environmental repairs and maintenance
- 2.5 The Manager will review and approve where appropriate invoices issued under the Customer's Service Contracts before issuing them to the Customer (or Administrator) for payment.
- 2.6 The Manager may group a number of the Customer's Service Contracts together or carry out work using the Manager's trade staff where it is more cost effective and subject to the approval of the Customer.

SCHEDULE 6 - INSURANCE
(refer clause 10.1 of Schedule 1)

THE MANAGER'S INSURANCES

1. Public Liability Insurance:

- (a) In the name of the Manager covering the Manager and their Personnel against any liability for injury to or death of persons or damage to or loss of property or income caused by the Manager; and
- (b) For an insured amount of not less than \$20 million per occurrence.
- (c) On such other terms as may reasonably be required by the Customer due to changes to the nature of the Services, or changes of Law or changes in market practice.

2. Workers Compensation Insurance:

A policy to cover the Manager for any liability under statute or at common law for the injury or death of any person employed by the Manager who provides services in relation to this agreement.

THE CUSTOMER'S INSURANCES

1. Property Insurance:

- (a) covering the Customer and the Manager for any loss or damage to the Shared Facilities, the Customer's Facilities and any other property of the Customer used directly or indirectly in the performance of the Services;
- (b) for an amount to cover the replacement and reinstatement cost of the property lost or damaged; and
- (c) on such other terms as may reasonably be required by the Manager due to changes to the nature of the Services, or changes of Law or changes in market practice.

2. Public Liability:

- (a) in the joint names of the Customer and the Manager covering the Customer, the Manager and their Personnel against any liability for injury to or death of persons or damage to or loss of property, including property of the Manager;
- (b) for an insured amount of not less than \$20 million per occurrence; and
- (c) on such other terms as may reasonably be required by the Manager due to changes to the nature of the Services, or changes of Law or changes in market practice.

SCHEDULE 7 – DELEGATED AUTHORITIES

From the Commencement Date for the duration of the Term, until revised or revoked by the Customer, the Manager will be authorised to commit the Customer, in the following ways and within the limits noted either herein or in the approved budget (and in the event of a conflict, the limits noted in the budget take precedence).

1.0 Operating expenses

1.1 Tender procedure and contract terms

Unless it has gained written approval of the Customer, the Manager must call tenders and award contracts, in accordance with an agreed procedure, for the selection of contractors. All contracts awarded by the Manager under this delegated authority must be on standard terms for which the Manager has gained the prior written approval of the Customer.

1.2 Limit of authority to commit

The Manager is entitled to commit the Customer to pay operating expenses if the proposed commitment does not exceed the amount budgeted for that item of operating expense in the relevant budget by more than \$5,000 or two per cent (2%), whichever is the lesser amount. The relevant budget for the determination of the limit of the Manager's authority will be the latest forecast, advised to and approved by the Customer in writing.

1.3 Variations to existing contracts

The Manager is entitled to vary the scope or contract sum or contract terms of any existing commitment, if the change:

- has the prior approval of the Customer; or
- the change is not material.

The Customer acting reasonably will be the sole arbiter as to the materiality of any proposed changes.

2.0 Capital and sinking fund works

2.1 Capital works approval procedure

The Manager must gain the prior approval of the Customer to any capital works or sinking fund works, except where, in the Manager's reasonable opinion Emergency Works is required to ensure that the Customer does not face material risk to life, income or capital value if the works were delayed by the time required to gain such approval.

2.2 Limit of authority to commit

In its capacity as co-ordinator of capital works, the Manager is not entitled to commit the Customer to pay capital works or sinking fund costs, except in the case of Emergency Work, if the proposed commitment has not been approved in writing by the Customer.

The Manager may exceed the limitations specified in this Delegated Authority in order to carry out Emergency Work. The Manager must notify the Customer and the relevant insurer as soon as practicable after the Manager becomes aware of the need to exceed the limitations.

2.3 Variations to existing contracts

The Manager is entitled to vary the scope or contract sum or contract terms of any existing commitment relating to the capital works or sinking fund works, if the change:

- has the prior written approval of the Customer; or
- the change is not material.

3.0 Related Body Corporate

Notwithstanding any of the limits nominated above, the Manager must not commit the Customer to any contract with any Related Body Corporate of the Manager without having gained the prior approval of the Customer.

Annexure A



Agenda

World Square Centre Management

Falling Objects Meeting

1/19/2016

Attendees: Alex Borzilo, John Fairbairn, Daniel Tan, Anthony Pridgeon, Craig Ferguson, Nick Campbell, Peter Quinlivan, Phillip Arbon, Rosemary Antonios, Honor Marshall, Matthew Maher, Jeremy Musial, Anthony Maroon, Anna Sleath (by phone), Phillip Kolesnikoff

Apologies: Scott Stuart, Antonio Marco, Fei Wu, Kiem Ong

Location: Level 15, 680 George Street Sydney (offices of Brookfield Commercial Operations)

10am	WHS Matters	RA
	Objectives	RA
	seek confirmation from stakeholders that they have received the correspondence of 25 November 2016;	
	ask if the stakeholders have sought their own legal advice on the matter;	
	to understand each stakeholders risk mitigation measures currently in place and discuss the possibility of any improvements or further action that can be taken	
	Other	All
	Open discussion	

25 November 2016

Dear,

World Square – Falling Objects

We refer to the World Square Building Management Committee meetings on 28 July 2016 (meeting no.9), 22 September 2016 (meeting no.10) and 27 October 2016 (meeting no.11).

Jones Lang LaSalle (JLL) attended these meetings to represent ISPT and Arcadia.

History of objects falling into the Piazza

One of the matters discussed at the meetings was objects falling into the Piazza.

At meeting No.9, JLL noted the history of objects falling into the Piazza. JLL requested that all stakeholders for World Tower assist in controlling this matter and that as an immediate step, notices be issued to all occupants of [World Tower/ the low rise and mid rise residential apartments] making them aware of the impacts that falling objects can have on people using the Piazza.

This matter was noted at meeting No.10.

At meeting No.11, it was noted that no action had been taken in respect of issuing notices to occupants. JLL advised that a legal opinion would be sought in respect of this issue.

Expert opinion on legal risks

External law firm Allens has been engaged to advise on the matter. In summary, Allens has advised that:

- 1. The Work Health and Safety Act 2011 (NSW) imposes duties to ensure the health and safety of people using workplaces. This duty requires that, so far as is reasonably practicable, risks to health and safety are eliminated. If it is not reasonably practicable to eliminate those risks, they must be minimised so far as is reasonably practicable.
- 2. In relation to the Piazza, duties are owed under the Work Health and Safety Act 2011 (NSW) to workers, customers and other members of the public to ensure it is a safe place for them to use.
 - a) Given the characteristics of the Piazza and the history of objects falling into it, the duty extends to ensuring people are not exposed to the risk of death or serious injury arising from objects falling from the residential balconies into the Piazza.
 - b) If it is reasonably practicable to eliminate the risk of objects falling into the Piazza, that should be done.

- c) While it would be prudent as an immediate step to issue notices to occupants about the matter, that would not discharge the duty to eliminate the risk if it is reasonably practicable to do so.
 - d) If reasonably practicable steps are not taken to control the risk, corporations and officers may be exposed to prosecution.
3. Duty holders under the Work Health and Safety Act 2011 (NSW) generally also have a common law duty of care (ie a duty not to act negligently). Breaching this duty may result in being sued for damages for personal injury or property damage. Further, any person responsible for injury resulting from an object falling into the Piazza may also face criminal prosecution.

ISPT and Arcadia have also engaged RiskTech to report on this issue. RiskTech are experts in property risk management. RiskTech has advised that the risk of falling objects could be eliminated by the installation and retrofit of full glass windows at the outer edge of the residential balconies, as floor to ceiling glass will effectively prevent any object from falling from the balconies.

We all need to act without delay to respond to this issue.

Immediate steps to mitigate the risk

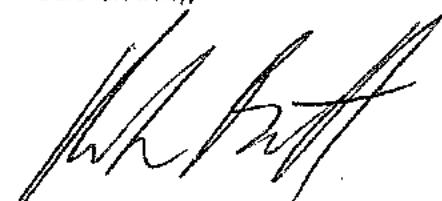
As an immediate step, while you determine if and how it is reasonably practicable to eliminate the risk, we request that you distribute one of the enclosed notice letters and warning signs to each residential unit.

Please also consider what steps can be taken to control access to the balconies. For example, is it possible to retrofit patio bolts or to re-key the balcony doors, and have the keys controlled by the body corporate?

We require an urgent response outlining the course of action you propose to take and the timeframes within which you are prepared to commit to action to address these risks.

Both ISPT and Arcadia were disappointed a quorum could not be established at yesterday's Building Management Committee meeting. We suggest this meeting is reconvened urgently, within the next five business days.

Yours faithfully,



Mark Bassett
Fund Manager
ISPT Pty Ltd



Scott Wardlaw
Fund Manager - AWPF
Arcadia Managed Investments Pty Ltd

[To be placed on body corporate letterhead]

[insert date] November 2016

The Occupant

[insert address]

[insert address]

Dear Occupant

World Square – Falling Objects

Over the last [insert number] years, there have been occasions on which objects have been thrown into the Piazza. It has been identified that those objects have been thrown from residential units in this Tower.

This behaviour is obviously very dangerous. If someone in the Piazza was hit by an object thrown from the Tower, they could be seriously injured or even killed.

Anyone who throws objects from a balcony faces the possibility of having to pay significant damages to any person injured or for any property damage caused. That is on top of any prosecution that might be commenced under safety or criminal laws. Penalties may also apply to the owners or occupiers of the unit that the object is thrown from.

The body corporate requires you to not throw any objects from your balcony and to take steps to ensure that your guests do not either. Tenants may be evicted if an object is found to have been thrown from their unit.

You must also take steps to ensure that objects are not placed on the balcony in a position that they could fall from the balcony. This includes not placing objects where they may be accidentally knocked off the balcony and securing items so they cannot be blown off by wind.

Finally, you are required to affix the enclosed [sticker/ sign] in a prominent place on your balcony as a reminder of these requirements.

Please do not hesitate to contact [me] to discuss this matter.

Yours sincerely

[Insert details of bodies corporate]

WARNING

**DO NOT THROW OBJECTS FROM THIS BALCONY OR LEAVE
THEM IN A POSITION FROM WHICH THEY COULD FALL.**

Anyone responsible for objects being thrown or falling from this balcony
may be prosecuted and may have their lease terminated.



Meeting:	Risk of injury due to objects falling into the Piazza	Meeting #	1
Location:	Level 15, 680 George St, Sydney		
Date:	19 January 2017	Time:	10.00 am
Chair:	Rosemary Antonios		
Meeting Purpose:	The meeting was called by the retail co-owners to address the risk of injury due to objects falling into the Square as a result of the previous incidents which have occurred at the site.		
Attendees	Rosemary Antonios (RA) - JLL Retail Co-Owners Representative Phillip Arbon (PA) - ISPT Owners Representative Anna Sleath (AS) - ISPT Safety & Property Risk Manager Peter Quinlivan (PQ) - Arcadia Owners Representative Alex Borzilo (AB) – Bright & Duggan, Snr Strata Manager John Fairbairn (JF) – Brookfield Property Partners, General Commercial Manager Daniel Tan (DT) – Hordern Properties, Principal Craig Ferguson (CF) – Metro Asset Management, Director Honor Marshall (HM) - JLL Retail, Retail Manager Matthew Maher (MM) – BGIS - Midrise, Building Manager Jeremy Musial (JM) – Greencliff Facilities Management, Facilities Manager Pradeep Rajasekaran (PR) – World Tower Low Rise, Facilities Supervisor		
Apologies:	Scott Stuart – Security Manager, Rydges Hotel Antonio Marco – Brookfield Property Partners, Snr Facilities Manager Fei Wu - Lot owner, World Tower Kiem Ong - Lot owner, World Tower Anthony Pridgeon – Meriton Serviced Apartments, General Manager Nick Campbell – Metro Asset Management, Strata Manager Anthony Maroon - Stratawide, Strata Manager Phillip Kolesnikoff - BGIS Building Manager, 650 George Street		
Distribution:	Minutes will be issued to all parties outlined above.		

Meeting Minutes

Agenda Item		By Whom
1.	<p>Confirmation the Letter had been received.</p> <p>Confirmation of receipt was sought by Chair of the letter addressed by ISPT & Arcadia dated 25th November 2016. Receipt was confirmed by all attendees with the exception of Alex Borzilo, who was subsequently provided with a photocopy of the letter at the meeting.</p>	RA & All
2.	<p>Update on what the retail owners are doing to control the risk and to reconfirm the recommendation that all stakeholders seek legal advice on the matter.</p> <p>The retail owners have sought specialist and legal advice on the matter and have appointed structural engineers to investigate a temporary roofing solution for the Square. The owner's are concerned by the history of incidents at the site and are treating this matter very seriously.</p> <p>As per the letter the co-owners wish to re-emphasise the recommendation that all stakeholders seek their own legal advice on the matter to better understand the ongoing risks. This meeting has been called to understand what others are doing in response to these incidents.</p> <p><i>Notable Comments</i></p> <ul style="list-style-type: none"> Hordern BMC has agreed to seek legal advice on this matter No other groups confirmed they were currently seeking legal advice on this matter 	<p>RA</p> <p>DT</p>
3.	<p>Understand each stakeholder's current risk mitigation measures, potential improvements and other actions being taken or considered.</p> <p>The Chair referenced attendees back to the issued letter which provided a number of possible options to eliminate the reoccurrence of previous incidents which have occurred and sought feedback about what had and was being done in response to ISPT & Arcadia's concerns.</p> <p><i>Notable Comments</i></p> <ul style="list-style-type: none"> In the past letters have been issued to residents Retail co-owners will enquire about whether or not the retail stratum owners are able to share the legal & specialist advice they have received with all parties. (DT) Clarification was sought on whether or not each lot was liable for mitigating any of the risks relating to their own lot. (RA) This is our understanding based the advice we have received. Is this a BMC matter? Conflicting views on the response to this question. (AB) Advised dealing with and acting on WHS matters is not included within the appointment scope for Bright & Duggan. (CF) What is the insurance position for these incidents? (RA) JLT were invited to this meeting but declined. (AB) We need to seek advice from JLT on this matter. (PQ) We need to be careful of the ramifications of this and what this could mean for the policy moving forward. (DT) Based on the incident which occurred at the Rydges Hotel, we are currently in the process of dealing with the insurers. Once finalised I would be happy to share the resolution with the BMC. It was agreed the stakeholders would ascertain what the current policy states in relation to these matters. 	<p>RA</p> <p>DT RA</p> <p>DT & RA</p> <p>JF, AB & CF</p> <p>CF, RA, AB, PQ & AB</p>

	<ul style="list-style-type: none"> • We are keen to work collaboratively with all stakeholders to mitigate both our and the collective risks which have been identified as part of the advice we have received. A collective approach is important noting the challenges which exist in the identification of the perpetrators of these acts due to privacy legislation. We have both a legal and social responsibility to provide a safe passage through the Square and our responsibility starts with investigating ways to eliminate the risk. We request that as per our letter, as a starting point letters to the occupants are resent wherever appropriate and for the hotel and serviced apartments to implement using the stickers on any external balconies. • We need to establish a process for both identifying and reporting any issues if there are indicators or relevant information before the event. For the recent incident of the man jumping out from the balcony toward the Square there was a long history (approximately 3 months) of concerning behaviour, yet this incident was a surprise to members of the BMS which didn't know about it. • Communicating and sharing our knowledge is about having a proactive strategy and maintaining control of this issue. If an incident occurs, for example hypothetically if someone in the commercial tower gets treated unfairly, goes into Hordern and drinks, then goes back to his residence in World Tower, throws items out the window and hits someone, then the matter becomes litigious and solicitors for one party will be seeking to apportion responsibility to another party and we lose control. We are all involved and need to communicate and share information. On a trip to Queensland last year there was documentation in the hotel room that guests had to sign, this was something new I hadn't seen before. So clearly this is an issue that is being discussed in other mixed use developments. Sharing information is the best way to find solutions. • We want to reconfirm what was drafted in the letter which outlines that we have an obligation by law to eliminate risk so far as is reasonably practicable. If it is not practicable to eliminate the risk we are obliged to minimise the risk so far as is reasonably practicable. We recommend, where relevant, each party seeks advice about what this means in practice for them and their Lot. We also shouldn't and can't discount the possibility that some of the falling objects have fallen accidentally from above nor can we rule this out in the future. • (AS) Craig, you mentioned that what occurred in March was not a surprise. What is World Square Tower doing to respond when it identifies a pattern of unsafe behaviour that may result in injury to others? What has been done to prevent this happening in the future? Are the Strata Managers aware of their legal duties? (CF) There has been internal communication on this matter and it is an agenda item at all Strata Management meetings. At this stage no replies have been received and this has been documented on the minutes. We will raise this matter again at the next meeting. • If members of the BMC would like to receive legal advice on the matter, we need to be instructed by the BMC to seek this advice. 	<p>PA</p> <p>CF</p> <p>PQ</p> <p>AS</p> <p>AS & CF</p> <p>AB</p>
--	---	--

4.	Action Timeframes & Future Meetings to Discuss this Matter The preference of the retail co-owners is to hold these meetings monthly until momentum to mitigate the ongoing risks is established. Due to the number of stakeholders involved and the challenges around getting everybody together it was agreed that JLL would request in writing for all stakeholders to respond to what actions they have/are taking in response to the letter sent on behalf of the retail co-owners dated 25 th November 2016. <i>Notable Comments</i> <ul style="list-style-type: none"> (PA) Can any future meetings be held concurrently with the ongoing BMC meetings? (AB) Legally no, this matter is not included within current appointment scope. 	All
5.	Meeting Closed The draft minutes and agreed actions will be circulated for endorsement	PA & AB

Agreed Actions

Item	Action	By Whom	Timeline
1.	Enquire about whether or not the retail stratum owners are able to share the legal and specialist advice they have received with all parties.	RA	3/2/17
2.	Request a written response from all stakeholders about what action has been taken resulting from the letter sent by the retail co-owners on the 25 November 2016	RA	17/2/17
3.	Seek a review of the current insurance policy to understand what we are/aren't covered for in relation to the matters regarding incidents raised in this meeting	AB / RA	10/2/17

Next Meeting

TBC, pending responses and feedback on the agreed actions of items 1 & 2 in the table above.

MINUTES

Meeting of the Building Management Committee **WORLD SQUARE**
held on Monday, 7 August 2017, at 10:30 AM

(*) Reference to a section is reference to a section in the World Square Strata Management Statement registered on 17 September 2003

- Present:**
- Ryan Walmsley – Representative for Lot 801 (Meriton Apartments Pty Ltd)
 - Yin Zhang – Representative for Lot 802 (Strata Plan 72381)
 - Benjamin Mees – Representative for Lot 803 (Strata Plan 71067)
 - Alex Borzilo – Representative for Lot 905 (Strata Plan 74957)
 - John Fairbairn – Representative for Lots 906 and 104 (ISPT Pty Ltd & AWP Management No. 2 Pty Ltd)
 - Sydney Rogic – Representative for Lots 901 and 902 (Latitude Landowner Pty Ltd) and Lot 103 (Latitude Site C Landowning Pty Ltd & Pitt Real Estate Netherlands BV)
- Attending:**
- Antonio Marco (Brookfield Commercial Operations Pty Ltd)
 - Pradeep Rajasekaran (Building Management Australia Pty Ltd)
 - Peter Domazetovski (Change Strata Management)
- Chairman:**
- Alex Borzilo opened proceedings at 10:40 AM

Minutes

Confirmation of the Minutes **Resolved** that the Minutes of the Building Management Committee Meeting held on 7 February 2017 be adopted.

Finance

*Preparing
Financial
Statements –
Financials*

Resolved that, pursuant to section 3.19*, the audited statement of financial position and performance for the year ended 28 February 2017 be adopted.

Banking Money

a) **Resolved** that, pursuant to section 3.20*, the funds distribution for the year ended 28 February 2017 be in proportion to the contributions paid by each Member, as follows:

	Year End 28/02/2017
Lot 801	\$ 47,901.48
Lot 802	\$ 58,746.18
Lot 803	\$ 74,122.44
Lot 901	\$ 114,658.96
Lot 902	\$ 12,077.39
Lot 103	\$ 33,260.61
Lot 104	\$ 4,019.23
Lot 905	\$ 22,129.63
Lot 906	\$ 167,494.97
Total Distribution	\$ 534,410.90

(refer to distribution year report 01/03/2016 – 28/02/2017)

b) **That** the funds be distributed to each respective Member's account for the year ended 28 February 2017.

Motion Failed

(NOTE: It is anticipated that works to the Electrical and Fire & Life Safety services, in the sum of \$650,000.00, as detailed in the Sinking Fund Forecast Report tabled at this meeting, will be required in the year 2018. The Facilities Manager will engage a qualified consultant to prepare scope of works and tender for the required works. The Managing Agent will prepare a cost allocation summary, based on the individual Member's contributions towards these works, which will be in proportion to the percentage allocations towards the respective Shared Facility and the allocation of funds distribution in Part (a). The consultant's report and cost allocation summary to be tabled at the next meeting.)

*Distribution of
Funds Received
From the BMC
Hordern Towers*

That, pursuant to the terms of the Easement contained in Section 88B instrument comprised in DP 268502 and World Square & Hordern Towers cost allocation & dissection report prepared by Napier & Blakeley Pty Ltd (Ref. #2003020), the funds received from the BMC Hordern Towers for the period 01/03/2016 – 28/02/2017 be distributed to each respective Member's account, as follows:

Lot 801	\$ 9,892.89
Lot 802	\$ 12,379.04
Lot 803	\$ 15,790.02
Lot 901	\$ 26,551.26
Lot 902	\$ 2,292.03
Lot 103	\$ 7,233.96
Lot 104	\$ 12,879.50
Lot 905	\$ 6,836.35
Lot 906	\$ 24,967.57
Total Distribution	\$ 118,822.63

(refer to BMC World Square and BMC Hordern Towers payment reconciliation report 01/03/2016 – 28/02/2017)

Motion Failed

(NOTE: It is noted that the Building Management Committee has agreed to the allocation of funds distribution provided in the BMC World Square and BMC Hordern Towers payment reconciliation report 01/03/2016 – 28/02/2017, however, determined to postpone distributing these funds until the next meeting, at which anticipated works to the Electrical and Fire & Life Safety services, in the sum of \$650,000.00, as detailed in the Sinking Fund Forecast Report tabled at this meeting, will be required in the year 2018.)

*Sinking Fund
Forecast Report*

Resolved that the Building Management Committee reviewed and approved the Sinking Fund Forecast Report prepared by the Facilities Manager, dated 7 February 2017.

Governance

*Functions of the
Committee and
its Office Bearers*

- a) **That**, pursuant to section 2.2*, the Building Management Committee appoint Representatives as Officers to help the Committee perform its functions.

Motion Failed

Functions of the Committee and its Office Bearers (continued)

b) **That** duty of the Officer be clearly determined.

Motion Withdrawn

Asset Maintenance

Insurance Damage Policy – Valuation Report

- a) **Resolved** that, pursuant to section 2.4*, Napier & Blakeley Pty Ltd carry out a desk revaluation for insurance purposes.
- b) **Resolved** that, pursuant to section 2.4*, the Managing Agent is authorised to instruct JLT to adjust the sum insured to an amount not less than that stated in the new valuation report.

Insurance Damage Policy & Other Insurance – Renewal

Resolved that, pursuant to sections 2.4* and 2.5*, the insurances be confirmed and the individual Members to advise JLT and the Managing Agent of the declared values for their Lot, for the period 30/09/2017 – 30/09/2018, the declared ISR amount for each Lot not being less than the amount stated in the valuation report prepared by Napier & Blakeley Pty Ltd, dated 7 April 2017.

Additional Contributions for Insurance Renewal

- a) **Resolved** that the Managing Agent is authorised to instruct JLT to advise each Member of the premium amount due, including the broker fees, for their Lot, for the insurance renewal period 30/09/2017 – 30/09/2018, based on the declared amounts.
- b) **Resolved** that the Managing Agent is authorised and instructed to raise on each Member's Lot account a Special Insurance Premium Contribution Notice, stating the amount required to pay their 30/09/2017 – 30/09/2018 insurance renewal premium.
- c) **Resolved** that each Member is to remit the premium amount within fourteen (14) days of the Special Insurance Premium Contribution Notice served on the Lot and the Managing Agent is authorised and instructed to pay the full insurance premium for the period 30/09/2017 – 30/09/2018 directly to JLT.

Meetings

Meetings of the Committee

Resolved that, pursuant to section 3.4*, the Building Management Committee scheduled the date for the next meeting on Monday 12th February 2018, at 10:30 AM.

The chairman declared the meeting closed at 11:10 AM

MINUTES

Meeting of the **WORLD SQUARE** Building Management Committee
held on Monday, 12 February 2018, at 10:30 AM

(*) reference to a section is reference to a section in the World Square Strata Management Statement registered on 17 September 2003

- Present:**
- Bill Ioannidis – Representative for Lot 801
 - Terry Miller – Representative for Lot 802 (Strata Plan 72381)
 - Benjamin Mees – Substitute Representative for Lot 803 (Strata Plan 71067)
 - Alex Borzilo – Representative for Lot 905 (Strata Plan 74957) and Substitute Representative for Lots 901 and 902 (Latitude Landowner Pty Ltd) and Lot 103 (Latitude Site C Landowning Pty Ltd & Pitt Real Estate Netherlands BV)
 - John Fairbairn – Representative for Lots 906 and 104 (ISPT Pty Ltd & AWPf Management No. 2 Pty Ltd)
- Attending:**
- Antonio Marco (Brookfield Commercial Operations Pty Ltd)
 - Stephen Peace (Building Management Australia Pty Ltd)
 - Pradeep Rajasekaran (Building Management Australia Pty Ltd)
 - Peter Domazetovski (Change Strata Management)
 - Aaron Edmonds (Bright & Duggan Pty Ltd)
 - Riley Briggs (Bright & Duggan Pty Ltd)
- Chairman:** Alex Borzilo opened proceedings at 10:30 AM

Minutes

Confirmation of the Minutes **Resolved** that the Minutes of the Building Management Committee Meeting held on 7 August 2017 be adopted.

Finance

*Preparing
Budgets,
Determining
Contributions
and Paying
Contributions*

- a) **Resolved** that, pursuant to sections 3.16* and 3.17*, contributions to the administrative fund and the sinking (capital works) fund be estimated per annum, including GST, at:

Administrative Fund **\$ 2,015,750.00**

Sinking (Capital Works) Fund **\$ 470,000.00**

- b) **Resolved** that, pursuant to section 3.18*, the administrative fund contributions be paid in equal monthly instalments, effective from 1 March 2018.
- c) **Resolved** that, pursuant to section 3.18*, the sinking (capital works) fund contributions be paid in one instalment, due on 1 March 2018.

Banking Money

- a) **That**, subject to Motion "Preparing Budgets, Determining Contributions and Paying Contributions (Part (a)) being passed, pursuant to section 3.20*, the funds distribution be in proportion to the contributions paid by each Member, as follows:

Lot 801	\$ 36,554.55
Lot 802	\$ 44,865.44
Lot 803	\$ 56,872.74
Lot 901	\$ 87,120.64
Lot 902	\$ 9,701.46
Lot 103	\$ 25,118.68
Lot 104	\$ 13,988.73
Lot 905	\$ 19,972.06
Lot 906	\$ 123,041.21
Total Distribution	\$ 417,235.52

Motion Failed

(**NOTE:** The Managing Agent is to re-table this Motion at the next meeting and adjust the funds distribution amounts to include the financial year end, being 28 February 2018, reconciliation.)

*Banking Money
(continued)*

- b) **That** the funds be distributed to each respective Member's account.

Motion Withdrawn

Meetings

*Meetings of the
Committee*

Resolved that, pursuant to section 3.4*, the Building Management Committee scheduled the date for the next meeting on Monday, 14th May 2018, at 10:30 AM.

The Chairman declared the meeting closed at 11:10 AM

Minutes of the Meeting

Building Management Committee

WORLD SQUARE

Meeting Date	11 February 2019
Time	10:30 am
Venue	Brookfield Commercial Operations Pty Ltd
Address	Level 15, Suite 15.03, 680 George Street SYDNEY

Present

Eric Foust – Representative for Lot 801 (Meriton Apartments Pty Ltd)

Terry Miller – Representative for Lot 802 (Strata Plan 72381)

Benjamin Mees – Representative for Lot 803 (Strata Plan 71067)

Alex Borzilo – Representative for Lot 905 (Strata Plan 74957)

Melinda Poile – Representative for Lots 901 and 902 (Latitude Landowner Pty Ltd) and Lot 103 (Latitude Site C Landowning Pty Ltd & AWP Management No. 3 Pty Ltd)

John Fairbairn – Representative for Lots 906 and 104 (ISPT Pty Ltd & AWP Management No. 2 Pty Ltd)

Attending

Mirko Raco (Brookfield Commercial Operations Pty Ltd)

Ed Amaghan (Building Management Australia Pty Ltd)

Peter Domazetovski (Change Strata Management)

() reference to a section is reference to a section in the World Square Strata Management Statement registered on 17 September 2003 (including amendments in dealing AA179031K)*

Chairperson

Alex Borzilo chaired the meeting and opened proceedings at 10:35 am.

Minutes

- Resolved that the minutes of the last building management committee meeting held on 18 May 2018 be adopted as a true and accurate record of the proceedings of that meeting.

Financial Affairs

- a) Resolved that, pursuant to sections 3.16* and 3.17*, the budget and contributions to the administrative fund be estimated per annum, including GST, at:

	01/03/2019 – 29/02/2020
Lot 801 Owner	\$ 147,657.50
Lot 802 Owner	\$ 180,980.00
Lot 803 Owner	\$ 230,085.00
Lot 901 Owner	\$ 366,420.25
Lot 902 Owner	\$ 80,937.75

Lot 905 Owner	\$ 132,051.75
Lot 906 Owner	\$ 365,817.75
Lot 103 Owner	\$ 139,581.25
Lot 104 Owner	\$ 182,718.75
Total Budget	\$ 1,826,250.00

b) Resolved that, pursuant to section 3.18*, the administrative fund be collected in the financial year period and paid in equal monthly instalments, effective from 1 March 2019.

Insurances

3. a) Resolved that, pursuant to section 2.4*, Napier & Blakeley Pty Ltd carry out a full visual revaluation for insurance purposes; and

b) Resolved that, pursuant to section 2.4*, the managing agent be authorised and instructed to adjust the sum insured in accordance with the new valuation.

Amendments to the World Square Strata Management Statement

4. a) Resolved that, as to the identification and definition of the components, the Lots, the Owners and the Members, the World Square Strata Management Statement be amended as follows:

i) At page 4, the table appearing under the paragraph headed **"What are the different components of the Building?"** is deleted and replaced with the following table:

Component	Description	Member
World Tower	Lot 801 in DP 1057924	World Tower (Lot 801 Owner)
World Tower	Lot 802 in DP 1057924 which comprises Strata Plan 72381	World Tower (Lot 802 Owner)
World Tower	Lot 803 in DP 1057924 which comprises Strata Plan 71067	World Tower (Lot 803 Owner)
World Square Retail	Lot 905 in DP 1074123 which comprises Strata Plan 74957	World Square Retail (Lot 905 Owner)
World Square Retail	Lot 906 in DP 1074123 A and B	World Square Retail (Lot 906 Owner)
Latitude A	Lot 901 in DP 1074123	Latitude Projects (Lot 901 Owner)
Latitude B	Lot 902 in DP 1074123	Latitude Projects (Lot 902 Owner)
Latitude C	Lot 103 in DP 1122122 A and B	Latitude Projects (Lot 103 Owner)

World Square Retail	Lot 104 in DP 1122122 A and B	World Square Retail (Lot 104 Owner)
Monorail Station	Lot 201 in DP 1015733 A and B	The Monorail Station has consented to not being a Member

ii) At page 6 and wheresoever else the following terms appear in the World Square Strata Management Statement (including at Schedule 2):

- a. "Lot 641" is deleted and replaced with "Lot 905";
- b. "Lot 642" is deleted and replaced with "Lot 906";
- c. "Lot 701" is deleted and replaced with "Lot 901";
- d. "Lot 702" is deleted and replaced with "Lot 902";
- e. "Lot 703" is deleted and replaced with "Lot 103"; and
- f. "Lot 704" is deleted and replaced with "Lot 104".

iii) At page 7, the sentence commencing with the words "**Land** means" and concluding with the words "and the Monorail Station." is deleted and replaced with the following:

Land means Lot 801 in Deposited Plan 1057924, Lot 802 in Deposited Plan 1057924 (which comprises Strata Plan 72381), Lot 803 in Deposited Plan 1057924 (which comprises Strata Plan 71067), Lot 905 in Deposited Plan 1074123 (which comprises Strata Plan 74957), Lot 906 in Deposited Plan 1074123 A and B, Lot 901 in Deposited Plan 1074123, Lot 902 in Deposited Plan 1074123, Lot 103 in Deposited Plan 1122122 A and B, Lot 104 in Deposited Plan 1122122 A and B, and Lot 201 in Deposited Plan 1015733.

iv) At page 7, the sentence commencing with the words "**Latitude A** means" and concluding with the words "Plan 1049126." is deleted and replaced with the following:

Latitude A means Lot 901 in Deposited Plan 1074123.

v) At page 7, the sentence commencing with the words "**Latitude B** means" and concluding with the words "Plan 1049126." is deleted and replaced with the following:

Latitude B means Lot 902 in Deposited Plan 1074123.

vi) At page 7, the sentence commencing with the words "**Latitude C** means" and concluding with the words "Plan 1049126." is deleted and replaced with the following:

Latitude C means Lot 103 in Deposited Plan 1122122 A and B.

vii) At page 9, the sentence commencing with the words "**World Square Retail** means" and concluding the words "Plan 1049126." is deleted and replaced with the following:

World Square Retail means Lot 905 in Deposited Plan 1074123 (which comprises Strata Plan 74957), Lot 906 in Deposited Plan 1074123 A and B, and Lot 104 in Deposited Plan 1122122 A and B.

viii) At page 9, the sentence commencing with the words "**World Tower** means" and concluding the words "subdivision of World Tower." is deleted and replaced with the following:

World Tower means Lot 801 in Deposited Plan 1057924, Lot 802 in Deposited Plan 1057924 (which comprises Strata Plan 72381), and Lot 803 in Deposited Plan 1057924 (which comprises Strata Plan 71067).

ix) At page 33, the words "Deposited Plan 1057924." are inserted after the words:

Lot 801 means Lot 801 in

x) At page 33, the words "Deposited Plan 1057924." are inserted after the words:

Lot 802 means Lot 802 in

xi) At page 33, the words "Deposited Plan 1057924." are inserted after the words:

Lot 803 means Lot 803 in

b) Resolved that, as to the calculation of Shared Costs charged to the Members for the use of the Shared Facilities pursuant to Clause 3.12 (page 24) and Part 1 of Schedule 2 (pages 59-61), the World Square Strata Management Statement be amended, pursuant to Clause 3.13(b)(i), in respect of the division of Shared Costs and the proportions payable by Lot 104 (formerly Lot 704), Lot 905 (formerly Lot 641) and Lot 906 (formerly Lot 642), in accordance with the amended division of Shared Costs for those Lots, which are set out in the attached document marked **Annexure B1**.

c) Resolved that, as to the calculation of Shared Costs charged to the Members for the use of the Shared Facilities pursuant to Clause 3.12 (page 24) and Part 1 of Schedule 2 (pages 59-61), the World Square Strata Management Statement be amended, pursuant to Clause 3.13(b)(i), by deletion of Items 6a, 6b and 7 from Part 1 of Schedule 2 and insertion of Items 6a, 6b, 7a, 7b and 7c into Part 1 of Schedule 2, in accordance with the amended division of Shared Costs for those Items, which are set out in the attached document marked **Annexure B2**.

d) Resolved that, as to the calculation of Shared Costs charged to the Members for the use of the Shared Facilities pursuant to the table at pages 59-61 comprised in Schedule 2, in recognition of the amendments made and registered under dealing number AA179031K and the additional amendments made in respect of motions (a), (b) and (c), which immediately precede this motion, the World Square Strata Management Statement be amended by removal and deletion of pages 59-61 and insertion of pages 59-61, in accordance with the attached amended version marked **Annexure B3**.

e) Resolved that, as to the Interpretations contained in the Dictionary at Clause 1.1 (pages 7-9), the World Square Strata Management Statement be amended by insertion after the sentence commencing with the words "**Public Car Park** means" and before the sentence commencing with the words "**Representative** is" with the following:

Relative Proportion of Value means the relative proportion of value of each Stratum Lot, determined based on the values as declared by each Member for its Stratum Lot, which must not be less than the value for each Stratum Lot as set out in the most recent valuation report for the Building prepared at request of the Committee.

f) Resolved that, as to the Interpretations contained in the Dictionary at Clause 1.1 (pages 7-9), the World Square Strata Management Statement be amended by deletion of the sentence commencing with the words "**Special Resolution** means" and replacing it with the following:

Special Resolution means a resolution that is passed at a duly convened meeting of the Committee against which no more than one quarter in value of votes is cast by the Members who are entitled to vote. The value of each Member's vote is determined in accordance with the percentage contribution allocated to the Member in Part 1 of Schedule 2 of this Statement for the Item which is the subject of the Resolution and which is described in Part 1 of Schedule 1 of this Statement. If the subject of the Resolution does

not fall within any Item described in Part 1 of Schedule 1, the following percentages will be used to determine the value of each Member's vote:

Lot 801 – 9%	Lot 802 – 12%
Lot 803 – 14%	Lot 901 – 36.1%
Lot 902 – 3.2%	Lot 905 – 2.5%
Lot 906 – 2.1%	Lot 103 – 12.8%
Lot 104 – 8.3%	Lot 201 – 0%

Legal Services

- Resolved that the building management committee engage the services of Chambers Russell Lawyers in accordance with the Legal Services Agreement, dated 29 December 2018.

Meetings of the Committee

- Resolved that, pursuant to section 3.4*, the building management committee scheduled the date for the next meeting on Monday, 12th August 2019, at 10:30 am.

The chairperson declared the meeting closed at 11:10 am.

IMPORTANT NOTES

Note 1: The Representative of Lot 104 has raised again an awareness concern to the Representatives of Lots 802 & 803, to continue informing their occupiers of being vigilant about the dangers of falling objects from balconies and open windows and to limit any loose items near risk points that may land on the property of Lot 104, resulting in accidents and Public Liability claims escalation).

Note 2: The Building Management Committee noted that Lots 801, 802 & 803 have been served by the City of Sydney Council with a Fire Safety Order (REF. FIRE/2012/70), dated 21 November 2017, pursuant to Section 121B-6 of the Environmental Planning and Assessment Act 1979. Compliance period with the Fire Safety Order is set for 730 days, due by 17 November 2019. The World Square insurance broker (JLT) and insurers have been notified of the issued Fire Safety Order.

Note 3: It was confirmed by the Representatives that each Member has and will continue to inform the insurers via the appointed broker of any incidents, accidents or risks, in order for the insurers to apply appropriate risk cover to the World Square insurance policies, noting that, pursuant to Section 2.4(h), if a Member does anything which increases the premium of insurance, then that Member must pay any resulting additional insurance premium.

Annexure B1

SCHEDULE 2 - PART 1 - WORLD SQUARE STRATA MANAGEMENT STATEMENT

	Lot 104		Lot 905		Lot 906	
	CURRENT	NEW	CURRENT	NEW	CURRENT	NEW
1 a Sinking Fund – GCI – Carpark	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
1 b Sinking Fund – GCI – Loading Dock	10.8%	10.4%	2.3%	3.5%	0.7%	0.0%
1 c Sinking Fund – BMC	10.1%	8.3%	2.1%	2.5%	0.7%	2.1%
2 Stratum Administration Fees – BMC	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
Strata Disbursements	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
Bank Fees	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
3 Umbrella Administration Fees – GCI	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
4 a Audit Costs – GCI	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
4 b Audit Costs - BMC	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
5 Water Usage Costs	10.1%	4.3%	2.1%	4.3%	0.7%	4.3%
6 a Insurance – ISR/ Fire	10.1%	8.3%	2.1%	2.5%	0.7%	2.1%
Insurance – Public Liability	10.1%	8.3%	2.1%	2.5%	0.7%	2.1%
6 b Insurance – Other	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
7 Insurance – Brokerage/ Valuation Report	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
8 Airconditioning/ Ventilation Contract – Loading Dock, L10, FCR-GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
Airconditioning/ Ventilation Non Routine – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
9 Airconditioning/ Ventilation Contract – Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
Airconditioning/ Ventilation Non Routine – Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
10 Cleaning Loading Dock and Other Areas – GCI	11.1%	10.7%	2.4%	3.6%	0.8%	0.0%
11 a Cleaning Carpark Areas – GCI	34.7%	0.0%	1.7%	3.8%	0.6%	33.2%
11 b Cleaning Shared Facilities – BMC	34.7%	0.0%	1.7%	3.8%	0.6%	33.2%
12 Toilet Supplies Loading Dock – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
13 Electricity – Mechanical Ventilation Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
14 Electricity – Mechanical Ventilation and Lighting to Loading Dock – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
15 Electricity – Carpark Lighting – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
16 Fire Services Contract – Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
Fire Services Non Routine – Carpark	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
17 Fire Services Contract – Loading Dock – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
Fire Services Non Routine – Loading Dock	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
18 Pest Control Loading Dock and Other Areas – GCI	38.4%	30.7%	1.9%	10.2%	0.6%	0.0%
19 Pest Control – Carpark Areas – GCI	34.7%	0.0%	1.7%	3.8%	0.6%	33.2%
20 Carpark Roller Shutters/ Boomgates – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
21 R&M – General – Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
22 R&M – General – Loading Dock – GCI	37.4%	35.2%	1.8%	4.1%	0.6%	0.6%
23 R&M – General – BMC	34.7%	12.4%	1.7%	12.3%	0.6%	12.3%
24 Evacuation Equipment Contract – Carpark	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
Evacuation Equipment Non Routine	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
25 Evacuation Equipment Contract – Loading Dock	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
Evacuation Equipment Non Routine	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
26 Security Equipment Contract – Carpark – GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
Security Equipment Non Routine GCI	35.2%	0.0%	1.7%	3.9%	0.6%	33.7%
27 Security Equipment Contract – Loading Dock and Egress on L10 – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
Security Equipment Non Routine – GCI	10.1%	9.7%	2.1%	3.2%	0.7%	0.0%
28 Loading Dock Attendant – GCI	38.4%	30.7%	1.9%	10.2%	0.6%	0.0%
29 Umbrella Management Fee – GCI	10.1%	4.3%	2.1%	4.3%	0.7%	4.3%
30 Building Management Telephone Costs – GCI	10.1%	4.3%	2.1%	4.3%	0.7%	4.3%
31 Printing & Stationery Costs – GCI	10.1%	4.3%	2.1%	4.3%	0.7%	4.3%
32 Office Equipment – GCI	10.1%	4.3%	2.1%	4.3%	0.7%	4.3%
33 World Tower Podium Façade		0.0%	25.0%	25.0%		0.0%

Annexure B2

SCHEDULE 2 - SHARED COSTS - PART 1 - WORLD SQUARE SHARED FACILITIES - CHANGES TO INSURANCE

Item No	Description	Lot 801	Lot 802	Lot 803	Lot 901	Lot 902	Lot 905	Lot 906	Lot 103	Lot 104	Lot 201	
6a	Insurance - ISR/Fire	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value
	Insurance - Public Liability	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value
6b	Insurance - Other	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value
7a	Insurance - Brokerage/Valuation Report	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value
7b	Shared Facility - Public Liability	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value
7c	Shared Facility - ISR/Fire	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	RPV	Relative Proportion of Value

SCHEDULE 2 - SHARED COSTS

Annexure B3

PART 1-WORLD SQUARE SHARED FACILITIES

Item No	Description	<u>Lot 801</u> % <u>Meriton</u>	<u>Lot 802</u> % SP72381	<u>Lot 803</u> % <u>SP71067</u>	<u>Lot 901</u> % LPA	<u>Lot 902</u> % LPB	<u>Lot 905</u> % <u>WS-605</u> <u>George</u>	<u>Lot 906</u> % <u>WS-Car</u> <u>Park</u>	<u>Lot 103</u> % LPC	<u>Lot 104</u> % <u>WSSC</u>	<u>Lot 201</u> % <u>Mono</u>	
	Strata costs											
1a	Sinking Fund - GCI - Car Park	9%	11%	14%	21.0%	1.8%	3.9%	33.7%	5.6%	0%	0%	Number of car spaces per stratum
1b	Sinking Fund - GCI - Loading Dock	8%	10%	12%	38.9%	3.4%	3.5%	0%	13.8%	10.4%	0%	Relative proportion of contribution to GCI operating costs
1c	Sinking Fund - BMC	9%	12%	14%	36.1%	3.2%	2.5%	2.10%	12.8%	8.3%	0%	Relative proportion of contribution to BMC operating costs
2	Stratum Administration Fees - BMC	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
	Strata Disbursements	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
	Bank Fees	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
3	Umbrella Administration Fees - GCI	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
4a	Audit Costs - GCI	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
4b	Audit Costs - BMC	7%	8%	10%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	Cost per member distributed evenly
	Operating Expenses											
5	Water Usage Costs	9%	12%	14%	36.1%	3.2%	4.3%	4.3%	12.8%	4.3%	0%	Actual usage measured by sub-meters
6a	<u>Insurance - ISR/Fire</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
	<u>Insurance - Public Liability</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
6b	<u>Insurance - Other</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
7a	<u>Insurance - Brokerage / valuation report</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
7b	<u>Shared Facilities - Public Liability</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
7c	<u>Shared Facilities - ISR/Fire</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>RPV</u>	<u>Relative proportion of Value</u>
8	Air-conditioning/Ventilation Contract - Loading Dock, L10, FCR-GCI	9%	12%	14%	36.1%	3.2%	3.2%	0%	12.8%	9.7%	0%	Calculation based on area served, estimate of time served and equipment rating
	Air-conditioning/Ventilation Non Routine - GCI	9%	12%	14%	36.1%	3.2%	3.2%	0%	12.8%	9.7%	0%	Calculation based on area served, estimate of time served and equipment rating

Item No	Description	<u>Lot 801</u> % <u>Meriton</u>	<u>Lot 802</u> % SP72381	<u>Lot 803</u> % SP71067	<u>Lot 901</u> % LPA	<u>Lot 902</u> % LPB	<u>Lot 905</u> % WS-605 George	<u>Lot 906</u> % WS-Car Park	<u>Lot 103</u> % LPC	<u>Lot 104</u> % WSSC	<u>Lot 201</u> % Mono	
9	Air-conditioning /Ventilation Contract – Carpark – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
	Air-conditioning. Ventilation Non Routine – Carpark –GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
10	Cleaning Loading Dock and Other Areas – GCI	7%	9%	12%	40%	3.5%	<u>3.6%</u>	<u>0%</u>	14.2%	<u>10.7%</u>	0%	Distribution based on perceived beneficiary
11a	Cleaning Car-Park Area – GCI	9%	12%	14%	20.7%	1.8%	<u>3.8%</u>	<u>33.2%</u>	5.5%	<u>0%</u>	0%	Number of car spaces per stratum
11b	Cleaning Shared Facilities – BMC	9%	12%	14%	20.7%	1.8%	<u>3.8%</u>	<u>33.2%</u>	5.5%	<u>0%</u>	0%	Distribution based on perceived beneficiary
12	Toilet Supplies Loading Dock – GCI	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Distribution based on perceived beneficiary
13	Electricity – Mechanical Ventilation Car-Park – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
14	Electricity – Mechanical Ventilation and Lighting to Loading Dock – GCI	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Calculation based on area served, estimate of time served and equipment rating
15	Electricity – Car-Park Lighting – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Calculation based on area served, estimate of time served and equipment rating
16	Fire Services Contract – Car-Park – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
	Fire Services Non Routine – Car-Park	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
17	Fire Services Contract – Loading Dock – GCI	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
	Fire Services Non Routine – Loading Dock	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
18	Pest Control Loading Dock and Other Areas – GCI	7%	9%	12%	23.0%	2.0%	<u>10.2%</u>	<u>0%</u>	6.1%	<u>30.7%</u>	0%	Distribution based on perceived beneficiary
19	Pest Control – Car-Park Areas – GCI	9%	12%	14%	20.7%	1.8%	<u>3.8%</u>	<u>33.2%</u>	5.5%	<u>0%</u>	0%	Number of car spaces per stratum
20	Car-Park Roller Shutters/Boom gates – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
21	R&M – General – Loading Dock – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
22	R&M – General – Loading Dock – GCI	8%	10%	12%	22.3%	1.9%	<u>4.1%</u>	0.6%	5.9%	<u>35.2%</u>	0%	Relative proportion of contribution to GCI operating costs
23	R&M – General – BMC	9%	12%	14%	20.7%	1.8%	<u>12.3%</u>	<u>12.3%</u>	5.5%	<u>12.4%</u>	0%	Relative proportion of contribution to BMC operating costs
24	Evacuation Equipment Contract – Car-Park	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum

Item No	Description	<u>Lot 801</u> % <u>Meriton</u>	<u>Lot 802</u> % SP72381	<u>Lot 803</u> % SP71067	<u>Lot 901</u> % LPA	<u>Lot 902</u> % LPB	<u>Lot 905</u> % WS-605 George	<u>Lot 906</u> % WS-Car Park	<u>Lot 103</u> % LPC	<u>Lot 104</u> % WSSC	<u>Lot 201</u> % Mono	
	Evacuation Equipment Non Routine	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
25	Evacuation Equipment Contract – Loading Dock	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
	Evacuation Equipment Non Routine	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
26	Security Equipment Contract – Car-Park – GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
	Security Equipment Non Routine GCI	9%	11%	14%	21.0%	1.8%	<u>3.9%</u>	<u>33.7%</u>	5.6%	<u>0%</u>	0%	Number of car spaces per stratum
27	Security Equipment Contract – Loading Dock and Egress on L10 – GCI	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
	Security Equipment Non Routine – GCI	9%	12%	14%	36.1%	3.2%	<u>3.2%</u>	<u>0%</u>	12.8%	<u>9.7%</u>	0%	Relative area of each Strata/Stratum
28	Loading Dock Attendant – GCI	7%	9%	12%	23.0%	2.0%	<u>10.2%</u>	<u>0%</u>	6.1%	<u>30.7%</u>	0%	Distribution based on perceived beneficiary
29	Umbrella Management Fee – GCI	9%	12%	14%	36.1%	3.2%	<u>4.3%</u>	<u>4.3%</u>	12.8%	<u>4.3%</u>	0%	Relative proportion of contribution to total operating costs
30	Building Management Telephone Costs – GCI	9%	12%	14%	36.1%	3.2%	<u>4.3%</u>	<u>4.3%</u>	12.8%	<u>4.3%</u>	0%	Relative proportion of contribution to total operating costs
31	Printing & Stationery Costs – GCI	9%	12%	14%	36.1%	3.2%	<u>4.3%</u>	<u>4.3%</u>	12.8%	<u>4.3%</u>	0%	Relative proportion of contribution to total operating costs
32	Office Equipment – GCI	9%	12%	14%	36.1%	3.2%	<u>4.3%</u>	<u>4.3%</u>	12.8%	<u>4.3%</u>	0%	Relative proportion of contribution to total operating costs
33	World Tower Podium Facade	17%	24%	34%	0%	0%	25.0%	0%	0%	0%	0%	Proportion of façade enclosing each lot

PART 2 WORLD TOWER SHARED COSTS

1.	All World Tower Shared Facilities referred to in Part 2 of Schedule 1 (unless otherwise stated below)	<u>26%</u>	33%	<u>41%</u>	0%	0%	0%	0%	0%	0%	0%	
2.	Lobby mail room owned by lot 803	<u>0%</u>	50%	<u>50%</u>	0%	0%	0%	0%	0%	0%	0%	

Wednesday, 10 July, 2019

The Owner
SP – 72381
“World Tower – Mid Rise”
93 Liverpool Street
Sydney, NSW 2000

**MINUTES OF THE ANNUAL GENERAL & STRATA COMMITTEE MEETINGS
SP – 72381, “WORLD TOWER – MID RISE”, 93 LIVERPOOL STREET**

Dear Owner,

As the managing agents for your strata scheme, we write to all Owners and attach a copy of the Minutes for the recently held Annual General Meeting and Strata Committee Meeting.

We confirm that the Annual General Meeting and Strata Committee Meeting went ahead as scheduled on Tuesday, 2 July, 2019. We further confirm that all the major agenda items are in the process of being attended to.

We confirm that the next meeting will be held Wednesday, 7 August, 2019, and as an owner, you will receive notice closer to the date to attend should you wish.

Finally, if you would prefer to receive general meeting notices and minutes via e-mail, please complete the enclosed “Notice of E-mail Address” form and return to our office.

Should you have any questions or queries, please do not hesitate to contact myself on either (02) 8203 3111, 0404 374 157 or peter@changestrata.com.au.

Yours Faithfully,
CHANGE STRATA MANAGEMENT



peter domazetovski
senior portfolio manager



**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

An Annual General Meeting of The Owners – Strata Plan No. 72381 was held on Tuesday, 2 July, 2019 in the Theatre, Level 38, 93 Liverpool Street, Sydney, NSW 2000. The meeting commenced at 6:30pm.

PRESENT:

S Radhakrishnan (Power of Attorney of Lots 11 & 134), S Y Gay (Lot 34), L Shen (Lot 65), J Scuteri (Company Nominee for Lot 87), X D Dai (Lot 110), J Zhao (Lot 113), O B Hu (Lot 153), J Davis (Company Nominee for Lot 157), J Sun (Lot 160), S L Yu (Lots 179 & 189), D M Tormey & K A Walsh (Lot 188), J L Che (Lot 198), P E Rodgers (Lot 212), T G Miller (Lot 229)

PRESENT BY PROXY:

B Pynt (Lot 17) – Proxy to T G Miller

Z Xie (Lot 106) – Proxy to Y Chen

L J & P R Krieger (Lot 126) & L Wantiez (Lot 162) – Proxies to Chairman of Meeting/J Scuteri

S M Yu (Lot 174) – Proxy to S L Yu

H W Ong (Lot 218) – Proxy to P E Rodgers

G Q Wu (Lot 235) – Proxy to M Ng

IN ATTENDANCE:

P Domazetovski & P Bone (Change Strata Management Pty Ltd)

M Maher & D Frost (Brookfield Global Integrated Solutions Pty Ltd)

R B Y Wang

S Bellamy (Minter Ellison Lawyers Pty Ltd; 6:00pm – 6:10pm)

S Tsacalos & A Ngadimin (Inhabit Australasia Pty Ltd; 6:00pm – 6:20pm)

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

CHAIRPERSON: J Scuteri

SECRETARY (ACTING): P Domazetovski

Note: – Prior to the meeting commencing, Ms S Bellamy of Minter Ellison Lawyers spoke those in attendance in relation to motion 17 of the Annual General Meeting agenda relating to the “World Square Building Management Committee – Umbrella Agreement”, and answered questions from the floor.

Note: - Prior to the commencement of the meeting, Mr S Tsacalos and Mr A Ngadimin of Inhabit Australasia Pty Ltd spoke to motion 11 of the Annual General Meeting agenda regarding “Façade Remedial Works”, the tenders received, answered questions from the Owners Corporation in relation to the tenders and provided reasoning for the recommendation of RM Watson Pty Ltd to undertake those works.

Note: – As there was no quorum present following half an hour of the scheduled commencement time, after putting the matter to the owners present, it was agreed by all present that those owners present in person and proxy would constitute the quorum for the purposes of the meeting and was declared as such by the Chairman of the meeting in accordance with Schedule 1, Part 3, Clause 17(4) of the Strata Schemes Management Act, 2015.

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last general meeting of the Owners Corporation held Wednesday, 29 November, 2017 be confirmed as a true and accurate account of the proceedings of that meeting.

2. INSURANCE:

- 2.1 RESOLVED that the insurances held by the Owners Corporation be confirmed:
- 2.2 RESOLVED that the Owners Corporation take out the following additional insurances:
- (a) cover for strata committee members against liability for damage to property, death or bodily injury as provided in section 165(2) of the Act;

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

- (b) cover against misappropriation of money or other property of the Owners Corporation as provided in section 165(2) of that Act; and
- (c) any other insurances deemed necessary.

3. STRATA MANAGING AGENT'S REPORT:

- 3.1 NOTED that Change Strata Management report to the Owners Corporation as to whether, and what, commissions or training services have been provided or paid for Change Strata Management in the last 12 months and are likely to be provided to or paid for Change Strata Management for the following 12 months.

The following commissions have been provided to Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Date of Commission	Amount of Commission	Identity of Party Who Paid Commission	Purpose of Commission
N/A	Nil	N/A	N/A

The following commissions are likely to be provided to the Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Commission	Expected Amount of Commission	Identity of Party Who is Likely to Pay Commission	Likely Purpose of Commission
N/A	Nil	N/A	N/A

The following training services have been provided to or paid for Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Date of Training Service	Value or Cost of Training Service	Identity of Party Who Provided Training Service	Purpose of Training Service
N/A	Nil	N/A	N/A

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

The following training services are likely to be provided to or paid for Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Training Service	Expected Value or Cost of Training Service	Identity of Party Who is Likely to Provide Training Service	Likely Purpose of Training Service
N/A	Nil	N/A	N/A

4. APPOINTMENT OF AN AUDITOR:

- 4.1 RESOLVED that Kelly + Partners undertake the audit of the financials for the financial year ending 31 July, 2019.

5. 10 YEAR CAPITAL WORKS FUND:

- 5.1 RESOLVED that the Owners Corporation prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period (if required) ("Capital Works Fund Plan").
- 5.2 RESOLVED that the Owners Corporation authorise and direct Change Strata Management to obtain quotations from a suitably qualified consultant for the purpose of preparing a 10 Year Capital Works Fund.

NOTED that proposals have been received by the Strata Management. The Capital Works Fund will be prepared following the completion of the defect rectification repairs.

6. FINANCIAL STATEMENTS FOR 2017 – 2018:

- 6.1 RESOLVED that the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the Owners Corporation and the auditor's report (if required) be adopted.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

7. BUDGET FOR 2018 – 2019:

- 7.1 RESOLVED that in accordance with section 79(1) and (2) of the Act, the Owners Corporation estimates that in respect of the period from 1 August, 2018 to 31 July, 2019, it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the attached budget.

8. LEVY CONTRIBUTIONS:

- 8.1 RESOLVED that in accordance with section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied, to raise the amounts estimated as needing to be credited to the administrative and capital works funds:
- (a) to the administrative fund, the sum of \$1,927,721.40 + GST; and
 - (b) to the capital works fund, the sum of \$176,000 + GST; and
- 8.2 RESOLVED that the administrative fund contributions be paid in installments being:
- (a) Installment 1 of \$481,930.35 + GST due and payable on 1 August, 2018 (already raised); and
 - (b) Installment 2 of \$481,930.35 + GST due and payable on 1 November, 2018 (already raised); and
 - (c) Installment 3 of \$481,930.35 + GST due and payable on 1 February, 2019 (already raised); and
 - (d) Installment 4 of \$481,930.35+ GST due and payable on 1 May, 2019 (already raised); and
 - (e) Installment 5 of \$481,930.35 + GST due and payable on 1 August, 2019.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 8.3 RESOLVED that the capital works fund contributions be paid in installments being:
- (a) Installment 1 of \$44,000 + GST due and payable on 1 August, 2018 (already raised); and
 - (b) Installment 2 of \$44,000 + GST due and payable on 1 November, 2018 (already raised); and
 - (c) Installment 3 of \$44,000 + GST due and payable on 1 February, 2019 (already raised); and
 - (d) Installment 4 of \$44,000 + GST due and payable on 1 May, 2019 (already raised); and
 - (e) Installment 5 of \$44,000 + GST due and payable on 1 August, 2019.
- 8.4 RESOLVED that following resolutions 8.2 (e) and 8.3 (e), the administration fund and capital works fund contributions be continued at quarterly intervals until further determined.
- 8.5 RESOLVED that the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

9. RESTRICTION ON SPENDING:

- 9.1 RESOLVED that the owners corporation remove the limitation in section 102(2) of the Act that prohibits spending an amount on any item or matter that is greater than the amount specified for the item or matter (plus 10%) in estimates provided for that item or matter in the budget adopted at the meeting:
- (a) Generally

10. DEALING WITH OVERDUE CONTRIBUTIONS:

10.1 NOT RESOLVED that the Owners Corporation deals with overdue contributions payable to the Owners Corporation as follows:

(a) In respect of any payment plan under section 85 (5) of the *Strata Schemes Management Act 2015* ("**Payment Plan**"):

(i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5) for the payment of overdue contributions, either generally or in particular cases as follows:

- Where a lot is in arrears for an amount of less than \$5,000, and the payment plan provides for repayment of that outstanding balance, in addition to accruing liabilities, within 12 months; or
- In the case of a specific lot, on the basis that the payment plan provides for the repayment of the entire outstanding balance, in addition to accruing liabilities, within 12 months.

(ii) While the lot Owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the *Strata Schemes Management Act 2015* to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same.

(iii) However, if the lot Owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in 10.2 below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

- 10.2 RESOLVED that in respect of any unpaid contributions and interest which have remained unpaid for a period of at least 14 days after the date that they became due and payable, the Owners Corporation authorises Change Strata Management and the Strata Committee to take all necessary steps, set out in (a) – (d) below, on its behalf to recover a contribution, from any person liable to pay a contribution:
- (a) the Owners Corporation will first issue a written demand for immediate payment ("**First Demand**").
 - (b) if those unpaid contributions and interest remain wholly or partly unpaid in a further 14 days after the issue of the First Demand, the Owners Corporation will engage solicitors to issue a further demand for immediate payment of the unpaid amount ("**Legal Demand**").
 - (c) if the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the Owners Corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the *Strata Schemes Management Act 2015* ("**Notice of Action**") in respect of the action proposed to be taken under (d) below.
 - (d) on the expiry of the required 21 days after the giving of the Notice of Action the Owners Corporation will commence proceedings against the lot Owner concerned for the recovery of the unpaid contributions, interest and the expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.
- 10.3 RESOLVED that where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the *Strata Schemes Management Act 2015* the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the Owner of the lot referred to.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

11. FAÇADE REMEDIAL WORKS:

- 11.1 NOTED that prior to the commencement of the meeting, Mr S Tsacalos and Mr A Ngadimin of Inhabit Australasia Pty Ltd spoke to the tenders received and answered questions from the Owners Corporation in relation to the tenders.

NOTED that the updated pricing was as follows:

- Dapcor: \$988,834.00 + GST
- PD Remedial - \$1,211,879.90 + GST
- RM Watson - \$863,687.00 + GST

RESOLVED that the Owners Corporation approve the update proposal received from RM Watson Pty Ltd for façade remedial works at “World Tower-Mid Rise”, as recommended by Inhabit Australasia Pty Ltd, such contract terms approved and recommended by the Strata Committee.

- 11.2 RESOLVED that the Owners Corporation approve Doyle Edwards Anderson Lawyers Pty Ltd’s (“DEA”) proposal to review the final contract to be signed with RM Watson Pty Ltd and authorise the Strata Managing Agent to accept the proposal.
- 11.3 RESOLVED that the Owners Corporation’s seal be affixed to the final contract with RM Watson Pty Ltd, as reviewed and approved by DEA Lawyers, all relevant documents in the presence of the Strata Managing Agent in accordance with section 273 of the Strata Schemes Management Act 2015.
- 11.4 RESOLVED that the Owners Corporation approve the fee proposal received from Inhabit Australasia Pty Ltd attached under Appendix “G” of the meeting notice for continued services during façade remedial works.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

12. SECURITY CONTRACT:

- 12.1 RESOLVED that the Owners Corporation discussed the current security contract, the proposals received and the need to change service providers.
- 12.2 RESOLVED that the Owners Corporation approve the proposal received from Gold Crest Security Pty Ltd for security services at “World Tower-Mid Rise” and the Owners Corporation’s seal be affixed to the final contract, such contract terms approved by the Strata Committee, in the presence of the Strata Managing Agent in accordance with section 273 of the Strata Schemes Management Act 2015.
- 12.3 NOT RESOLVED that the Owners Corporation approve the proposal received from Global TCB Security Pty Ltd for security services at “World Tower-Mid Rise” and the Owners Corporation’s seal be affixed to the final contract, such contract terms approved by the Strata Committee, in the presence of the Strata Managing Agent in accordance with section 273 of the Strata Schemes Management Act 2015.
- 12.4 NOT RESOLVED that the Owners Corporation approve the proposal received from Sentinel Security Group Pty Ltd for security services at “World Tower-Mid Rise” and the Owners Corporation’s seal be affixed to the final contract, such contract terms approved by the Strata Committee, in the presence of the Strata Managing Agent in accordance with section 273 of the Strata Schemes Management Act 2015.

13. FIRE DAMPERS:

- 13.1 NOTED that the Owners Corporation discussed the problems with fire dampers and the need to rectify in order to ensure compliance with the Fire order on the building.

RESOLVED that approval be given to the incoming Strata Committee to approve expenditure up to \$250,000 to address the problem with fire dampers in accordance with the recommendations of Building Management.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

14. REPLACEMENT OF LEVEL 60 COPPER HOT WATER SERVICE SUPPLY PIPES:

- 14.1 NOTED that the Owners Corporation discussed the problems with the Level 60 Copper Hot Water Service supply pipes and the need to replace the same.

NOTED that the following three proposals were obtained by Building Management:

- Roseville Plumbing - \$69,318.61 + GST
- Atlantic Plumbing - \$74,800.00 + GST
- Primewater Australia - \$94,532.26 + GST

RESOLVED to approve the proposal received from Roseville Plumbing for \$69,318.61 + GST.

15. ANNUAL FIRE SAFETY STATEMENT:

- 15.1 NOT RESOLVED that the Owners Corporation:

- (a) consider the existing annual fire safety statement (if one is required for the building) under the *Environmental Planning and Assessment Act 1979*;
- (b) engage a suitably qualified consultant to prepare, and do all things reasonably necessary to enable the Owners Corporation obtain, the next annual fire safety statement (if one is required for the building);
- (c) authorise and direct Change Strata Management to obtain and accept a quotation from, and to appoint, that consultant for that purpose; and
- (d) authorise and direct either Change Strata Management, the building manager or appropriate consultant to sign and lodge with the local council, and give a copy to the NSW Fire Commissioner of, the next annual fire safety statement on behalf of the Owners Corporation.

NOTED that the World Square Building Management Committee ("BMC") is responsible for the submission of one Annual Fire Safety Statement for World Tower as a whole.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

16. LIFT REGISTRATION:

16.1 RESOLVED that Change Strata Management be authorised and directed to:

- (a) on an annual basis, obtain a quotation from and appoint a suitably qualified consultant to provide a statement as to whether the lift equipment and other applicable plant in the building is safe to operate; and
- (b) upon receipt of that statement, sign on behalf of the Owners Corporation and lodge with WorkCover an application to register or renew the registration of the lift equipment and other applicable plant in the building.

**17. WORLD SQUARE BUILDING MANAGEMENT COMMITTEE –
UMBRELLA AGREEMENT:**

17.1 SPECIALLY RESOLVED that the Owners Corporation resolve:

- (a) to approve the Umbrella Deed tabled at the meeting and attached to the Agenda as Appendix “M”;
- (c) pursuant to section 273 of the Strata Schemes Management Act, 2015, to affix the common seal of strata plan 72381 to the Umbrella Deed;
- (C) to authorise the Managing Agent to:
 - (i) approve minor amendments to the Umbrella Deed that do not increase the liability (including monetary liability) of the owners corporation;
 - (ii) do all things necessary to give effect to the approval of the Umbrella Deed; and
 - (iii) if it is determined that registration of the Umbrella Deed is practicable by the legal advisors for the World Square Committee, do all things necessary to register the Umbrella Deed on the title to the common property, including producing the title at LRS.

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

NOTED that no Owner present in person or by proxy voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the motion, the motion was SPECIALLY RESOLVED.

18. RE-APPOINTMENT OF CHANGE STRATA MANAGEMENT PTY LTD:

18.1 RESOLVED that the Owners Corporation, in accordance with section 49 of the Act:

- (a) appoints Change Strata Management Pty Limited as its Strata Managing Agent ("Strata Managing Agent");
- (b) subject to (d) below, delegate to the Strata Managing Agent all of its functions (other than those set out in section 52(2) of that Act) and the functions of the Chairperson, Secretary, Treasurer and Strata Committee;
- (c) execute the attached written agreement ("Agreement"), to give effect to this appointment and delegation;
- (d) note that the delegation is to be subject to the conditions and limitations set out in the Agreement; and
- (e) execute and affix its common seal to the Agreement and authorise the secretary and chairperson to witness the affixing of the seal to give effect to the appointment and delegation and to evidence the terms of the appointment of the Strata Managing Agent.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

19. SPECIAL BY-LAW 47 – WINDOW WORKS TO LOT 235 (UNIT 5807):

- 19.1 **SPECIALLY RESOLVED** that pursuant to section 141 of the *Strata Schemes Management Act 2015*, The Owners-Strata Plan No. 72381 make a by-law by adding to the by-laws for the strata scheme relating to Strata Plan No. 72381 on the following terms:

BY LAW 47: WINDOW WORKS TO LOT 235

DEFINITIONS

47.1. In this by-law, the following terms are defined to mean:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Bond** means a bank cheque in the sum of \$20,000.00.
- (c) **Building** means the building located at 93 Liverpool Street, Sydney.
- (d) **Council** means the City of Sydney Council.
- (e) **EPA Act** means the *Environmental Planning and Assessment Act 1979*.
- (f) **Exclusive Use Area** means the lower middle north facing window in bedroom one in the Lot as depicted in a copy of Sheet 18 of Strata Plan No. 72843 annexed hereto and marked "A".
- (g) **Lot** means Lot 235 in Strata Plan No. 72843.
- (h) **Management Plan** means a plan of management dealing with the methods of demolition and construction, and the transportation of building materials through the common property, which management plan shall include:
 - (i) duration of works;
 - (ii) hours of work;
 - (iii) compliance with directions and requirements of any statutory authority including Council;
 - (iv) protection to common property;
 - (v) cleaning of the Lot and common property;
 - (vi) repair of any damage to common property;
 - (vii) security of the Building; and
 - (viii) provision of amenities for the licensed contractor appointed by the Owner.
- (i) **Owner** means the owner of the Lot.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

- (j) **Owners Corporation** means The Owners-Strata Plan No. 72381.
- (k) **Scope of Works** means a detailed schedule of Works proposed to be carried out by the Owner in respect of the Exclusive Use Area which schedule shall include reference to all affectations to common property comprised in, but not limited to, the roof, walls, floors, ceilings, joists, bearers and like structures and shall include a detailed schedule of finishes.
- (l) **Strata Scheme** means the strata scheme relating to Strata Plan No. 72381.
- (m) **Works** means the removal of a fixed glass pane and replacing it with a glazed awning sash unit to the lower window in the Exclusive Use Area and being in accordance with the specifications prepared on 5 April 2019 by G.James Glass & Aluminium Pty Ltd annexed hereto and marked 'B', and the architectural plans, being drawing 974.1 dated 20 October 2016 and drawings 974.2A, 974.3A and 974.4A dated 21 June 2017 annexed hereto and marked 'C'.

47.2. Words importing:

- (1) the singular includes the plural and vice versa;
- (2) a gender includes any gender.

47.3. Words defined in the Act have the meaning given to them in the Act.

47.4. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

RIGHTS

47.5. Subject to 47.6 and 47.22 hereto the Owner shall have:

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

- (1) a special privilege in respect of the common property to carry out and keep the Works to and on the Lot and the common property;
- (2) the right of exclusive use and enjoyment of those parts of the common property occupied by the Works; and
- (3) a right of exclusive use and enjoyment of the Exclusive Use Area.

CONDITIONS

Documentation

47.6. Prior to carrying out the Works, the Lot Owner shall submit to the Owners Corporation:

- (a) the Bond which shall be held by the Owners Corporation and returned to the Owner upon final approval of the Works by the Owners Corporation pursuant to paragraph 47.10 hereto less any cost for damage occasioned to the common property as a result of the Works or unpaid expenses of the Owners Corporation referred to in paragraphs 47.6 and 47.22 hereto. Any costs exceeding the aforesaid amounts will be invoiced separately to and be payable by the respective Owner;
- (b) specifications of the Works;
- (c) a detailed Scope of Works;
- (d) a detailed Management Plan;
- (e) completed plans of the Works which shall be professionally drawn and shall include floor plans and sections to clearly define all proposed alterations to the Lot and common property;
- (f) a report prepared by an engineer approved by the Owners Corporation certifying that the Works are suitable and will not negatively impact on the structural integrity of the Building;
- (g) copies of certificates of insurance for:
 - (i) workers compensation insurance;
 - (ii) home owners warranty insurance pursuant to the *Home Building Act 1989* (where required by law);
 - (iii) contractor's all risk insurance; and
 - (iv) public liability insurance for the amount of \$20,000,000.00;

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (h) evidence of the licence or certification and contact details of the contractor appointed by the Owner to carry out the Works who must be G. James Glass & Aluminium Pty Ltd, the original contractor who installed the existing windows and curtain walls in the Building
 - (i) a copy of the development application including the Statement of Environmental Effects, the development approval and any other written requirement imposed by Council or other statutory authority pursuant to the EPA Act in relation to the Works;
 - (j) a copy of a wind loading assessment report; and
 - (k) a copy of an updated Fire Safety Schedule.
- 47.7. The Owner and the Owners Corporation acknowledge and agree that the Owners Corporation will upon submission to it of any of the documents referred to in paragraph 47.6 of this by-law, execute applications for development and building consents as may be required pursuant to the EPA Act and any authority, including the Council, upon the request of the Owner and to take all reasonable further action to assist the Owner to obtain the relevant consents for the undertaking of the Works (if Council consent has not already been obtained)

Arrangements

- 47.8. Prior to carrying out the Works, the Owner shall make arrangements with the Executive Committee or Building Manager regarding:
- (a) the suitable times and method for the Owners contractors to access the Building; and
 - (b) the suitable times and method for contractor's to park their vehicles whilst the Works are being conducted.

Performance of Works

- 47.9. In performing Works, the Owner must:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (a) ensure that the Works are in keeping with the rest of the Building and shall use materials identical or similar to the existing materials contained within the Building including, but not limited to, the same aluminium sections, powder coating and glazing;
- (b) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (c) protect the Building both internal and external to the Lot from damage:
 - (i) by the Works;
 - (ii) by the installation or removal of the Works; and
 - (iii) by the transportation of construction material, equipment, debris and other material required to install and maintain the Works;
- (d) protect all common property areas likely to be affected by the Works in a manner reasonably acceptable to the Owners Corporation;
- (e) keep all areas of the Building outside the Lot clean and tidy;
- (f) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7.30 am and 5.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive); and
- (g) provide to the Executive Committee at least 48 hours notification of any noisy building activities (referred to in paragraph 47.9(f) intended to be carried out by the Owner's contractors;
- (h) not carry out the Works on Sundays and/or public holidays;
- (i) keep the apartment door to the Lot, any balcony door or doors, and all windows, closed at all times whilst the Works are being conducted to prevent the egress of dust onto the common property;

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (j) lay protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot;
- (k) immediately arrange for the private removal of all building refuse from the Building (no building material or refuse of any kind is to be placed in the common property garbage facilities or other common property areas);
- (l) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- (m) ensure that the common property is cleared of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (n) keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times;
- (o) ensure that the contractors appointed by the Owner park their vehicles in the Owner's respective car space or in any designated area of common property as determined by Owners Corporation or the Executive Committee;
- (p) not vary the Works approved pursuant to this By-Law without first obtaining the consent in writing from the Owners Corporation. The Owners Corporation must not unreasonably withhold consent where the variation is due to a requirement from Council or a change in law; and
- (q) ensure that the Works do not interfere with or damage the common property, or any lot or property of any other owner or occupier (other than as approved in this by-law) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Final Approval Upon Completion of Works

- 47.10. Upon completion of Works, the Owner must inform the Owners Corporation that the Works are complete and provide to the Owners Corporation:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (a) access to the Lot (on one occasion), within a reasonable period of time after receiving a request for access, for the purpose of allowing the Owners Corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard and in accordance with this by-law;
- (b) final certification of the Works from an engineer approved by the Owners Corporation (where requested by the Owners Corporation);
- (c) an Occupation Certificate or other certificate issued by Council or other relevant statutory authority; and
- (d) such other documentation as the Owners Corporation may reasonably require;

for its final approval of the Works. The Owners Corporation may provide, subject to paragraph 47.22 hereof, to the Owner a written notice that the Works have been finally approved.

Licensed Contractor

47.11. The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the Scope of Works, plans and specifications approved by Council and the Owners Corporation.

Statutory and other requirements

- 47.12. The Owner must comply with all requirements of the Owners Corporation, the Strata Scheme's By-Laws and all directions, orders and requirements of all relevant statutory authorities including Council relating to the Works and shall be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
- 47.13. The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

Maintenance

- 47.14. The Owner must properly maintain and keep the common property and the Lot, to which the Works affect or are attached to, in a state of good and serviceable repair.
- 47.15. The Owner must properly maintain and keep the Works in a state of good and serviceable repair.

Liability

- 47.16. The Owner of the Lot is liable for any damage caused to any part of the common property, any Lot or other property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 47.17. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any Lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the Works.
- 47.18. Without limiting the generality of paragraph 47.17, should the Owners Corporation be required to carry out work as specified in section 122 of the Act as a result of Works carried out by the Owner of a Lot, the Owner must indemnify the Owners Corporation against any liability or expense suffered by the Owners Corporation in rectifying any damage to the common property, any Lot or other property under this provision.

Cost of works

- 47.19. The Works and any works required to be undertaken by the Owners Corporation pursuant to this By-Law are undertaken at the cost of the Owner.

Cost of By-Law, Approvals & Certification

47.20. The Owner shall indemnify the Owners Corporation for all reasonable costs incurred by it in considering any application made pursuant to this By-Law, including convening any meetings to make this by-law, approving any plans, drawings, reports or other documents in relation to the Works, or obtaining certification of the Works if required to be carried out by the Owners Corporation pursuant to this by-law (including legal costs) and will pay those amounts to the Owners Corporation upon demand.

Owner's Fixtures

47.21. The Works shall remain the Owner's fixtures.

Right to Remedy Default

47.22. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) request, in writing, that the Owner comply with the terms of it;
- (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work;
- (c) recover the costs of carrying out that work from the Owner.

NOTED that no Owner present in person or by proxy voted against the motion.

NOTED that as no more than 25% of owners entitled to vote on the basis of units of entitlement cast a vote against the motion, the motion was SPECIALLY RESOLVED.

20. MID RISE COMMUNITY REFERENCE GROUP:

- 20.1 NOTED that the Owners Corporation discussed the creation of a Mid Rise Community Reference Group in order to obtain feedback and ideas from residents.

RESOLVED that the creation of a Community Reference Group was viewed positively and any interested owners and residents are encouraged to forward any ideas and feedback or their interest in being in the Community Reference Group be forwarded care of the Strata Managing Agent and/or Building Management.

21. LEVEL 38 AUDIO-VISUAL EQUIPMENT UPGRADE:

- 21.1 NOTED that the Owners Corporation discussed the need to upgrade the audio-visual equipment in the Level 38 Theatre and gym. Such upgrades include:

- Encourage owners to donate old DVD/Blue ray disks to the Theatre Room.
- Get an Apple TV for the Theatre Room – About 230 AUD.
- Apply a Apple account under Mid Rise and subscribe Netflix family account on strata's costs. Approximately 120 AUD per annum.
- Get 2-3 iPads to allow people using upright bikes to have Netflix access when exercising. This is an alternative, and owners can decide if they want those to upgrade to the same standard as treadmills or not. Approximately 1,800 AUD for 3 iPads.
- New speakers in the gym – Approximately 1,200 AUD for two good quality speakers with Bluetooth or Apple airplay connection.
- Speaker or 4K projector upgrades in Theatre (optional).

RESOLVED that the Owners Corporation delegate to the incoming Strata Committee authority to investigate options and update audio-visual equipment in the Level 38 Theatre and gym.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

22. ELECTRONIC VOTING:

22.1 NOT RESOLVED that the Owners Corporation permit any of the following means of voting on a matter to be determined by the Owners Corporation at any subsequent general meeting:

- (a) before the meeting at which the matter (not being an election) is to be determined by the owners corporation – voting by means of email or any voting website of the Owners Corporation; and
- (b) while participating in a meeting from a remote location – voting by means of teleconference, video-conferencing, email or any voting website of the Owners Corporation.

23. STRATA COMMITTEE:

23.1 RESOLVED that the Owners Corporation elect the Strata Committee as follows:

- (a) The Chairperson is to announce the names of the candidates already nominated in writing for election to the Strata Committee:

Mr B Pynt (Lot 17; Self-Nominated)
Ms Y Zhang (Nominated by Lot 179)

- (b) The Chairperson is to call for any oral nominations of candidates eligible for election to the Strata Committee:

Mr J Scuteri (Lot 87; Self-Nominated)
Mr R B Y Wang (Nominated by Lot 153)
Ms K A Walsh (Lot 188; Self-Nominated)
Mr Y Chen (Lot 189; Self-Nominated)
Mr T G Miller (Lot 229; Self-Nominated)

- (c) The Owners Corporation decide the number of members of the Strata Committee be Seven (7).

- (d) If the number of candidates for election is greater than the number of members of the Strata Committee so decided—a ballot is to be held in accordance with clause 10 of the *Strata Schemes Management Regulation 2016*. Following the ballot, the following owners be elected to the Strata Committee:

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

Mr B Pynt
Mr J Scuteri
Ms Y Zhang
Mr T G Miller
Mr Y Chen
Mr R B Y Wang
Ms K A Walsh

24. RESTRICTIONS ON POWERS OF THE STRATA COMMITTEE:

- 24.1 RESOLVED that the existing restriction of \$75,000 on expenditure be imposed on the Strata Committee in addition to those restrictions currently imposed in the Act. Expenditure over \$75,000 requires at least 2 proposals be received and a general meeting of the Owners Corporation be convened.

25. NOMINATIONS TO WORLD TOWER BUILDING MANAGEMENT COMMITTEE:

- 25.1 **SPECIALLY RESOLVED** that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr J Scuteri as their Representative and Mr R Wang as their Substitute Representative to the World Tower Building Management Committee constituted under that Act and the Strata Management Statement.

26. NOMINATIONS TO WORLD SQUARE BUILDING MANAGEMENT COMMITTEE:

- 26.1 **SPECIALLY RESOLVED** that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr T G Miller as their Representative and Ms K Walsh as their Substitute Representative to the World Square Building Management Committee constituted under that Act and the Strata Management Statement.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:35pm.

Chairperson

Date

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

A Strata Committee Meeting of The Owners – Strata Plan No. 72381 was held on Tuesday, 2 July, 2019 in the Theatre, Level 38, 93 Liverpool Street, Sydney, NSW, 2000. The meeting commenced immediately following the Annual General Meeting.

PRESENT:

Mr Y Chen, Mr T Miller, Mr J Scuteri, Ms K A Walsh,
Mr R B Y Wang

APOLOGIES:

Ms Y Zhang, Mr B Pynt

IN ATTENDANCE:

Mr P Domazetovski & Mr P Bone (Change Strata
Management Pty Limited)

Mr M Maher & Mr D Frost (Brookfield Global Integrated
Solutions Pty Ltd)

CHAIRPERSON:

Mr J Scuteri

SECRETARY (ACTING):

Mr P Domazetovski (under delegation of the meeting)

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last meeting of the Strata Committee held Thursday, 6 June, 2019 be confirmed as a true and accurate account of the proceedings of that meeting.

2. APPOINTING OFFICE BEARERS:

- 2.1 RESOLVED that the Chairperson, Secretary and Treasurer of the Executive Committee be:

Chairperson:	Mr J Scuteri
Secretary:	Mr T G Miller
Treasurer:	Mr Y Chen

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

3. APPOINTING A STRATA MANAGER'S REPRESENTATIVE:

- 3.1 RESOLVED that Mr T G Miller of the Strata Committee be appointed and authorised to communicate with and issue instructions to Change Strata Management of the Owners Corporation on behalf of the Strata Committee.

4. APPOINTING A BUILDING MANAGER'S REPRESENTATIVE:

- 4.1 RESOLVED that Mr T G Miller of the Strata Committee be appointed and authorised to communicate with and issue instructions to the Building Manager on behalf of the Strata Committee.

5. ELECTRONIC VOTING:

- 5.1 RESOLVED that the Strata Committee permit any of the following means of voting on a matter to be determined by the committee at any subsequent meeting:
- (b) while participating in a meeting from a remote location – voting by means of teleconference.

6. SCHEDULE OF MEETINGS:

- 6.1 RESOLVED that the next Strata Committee Meeting be held Wednesday, 7 August, 2019, commencing at 5:00pm.

NOTED that it is anticipated that prior to the meeting RM Watson Pty Ltd would have addressed items in their proposal relating to labour costs, preliminaries and capping, and that the final contract would have been reviewed by DEA Lawyers, ready for signing and applying the common seal.

7. OTHER MATTERS:

- 7.1 NOTED that there were no other matters to be reviewed, discussed and an action resolved by the Strata Committee:

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

CLOSURE: There being no further business, the chairperson
declared the meeting closed at 9:15pm.

Chairperson

Date

Strata Schemes Management Act 2015
NOTICE OF EMAIL ADDRESS

To: The Secretary
 The Owners - Strata Plan No. 72381
Address: C/- Change Strata Management Pty Limited
 GPO Box 3822, Sydney, NSW 2001

DETAILS

Full name(s):

Lot(s) concerned:

Email Address for service of notices:

Contact Numbers: (m).....(h).....(w).....

Real Estate Agent:

Contact Numbers: (m).....(w).....(f).....

CONSENT TO SERVICE OF NOTICES BY EMAIL

I/We the owner(s) of lot(s) hereby consent to the service of a notice or other document required or authorised by the Strata Schemes Management Act 2015 or the by-laws to be served upon me/us by the notice or other document being sent to the email address given in this notice.

Date of this Notice:

Signed:

**MINUTES OF A STRATA COMMITTEE PAPER MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

DATE, PLACE &

TIME OF MEETING:

A Strata Committee Meeting of The Owners – Strata Plan No. 72381 was held on Thursday, 17 October, 2019 in the offices of Change Strata Management Pty Limited, Suite 12, Level 4, 350 George Street, Sydney. The meeting commenced at 5:00pm.

VOTING PAPER

RECEIVED FROM:

Mr Y Chen, Mr T Miller, Mr J Scuteri, Ms K A Walsh,
Mr R B Y Wang, Mr B Pynt

IN ATTENDANCE:

Mr P Domazetovski (Change Strata Management Pty Limited)

CHAIRPERSON /

SECRETARY (ACTING):

Mr P Domazetovski

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last strata committee meeting held on Wednesday, 7 August, 2019 be confirmed as a true record of the proceedings at that meeting.

2. RM WATSON PTY LTD – DEED/CONTRACT APPROVAL FOR REMEDIAL WORKS:

- 2.1 RESOLVED that the Strata Committee authorise the Strata Managing Agent to affix the seal of the Owners Corporation to the Deed of Formal Instrument of Agreement including the Special Conditions, the Amended Australian Standard General Conditions of Contract – AS 4000- 1997 (as amended) and Annexures Part A - F to the AS4000-1997 (**the Building Contract**) for remedial works to be carried out to the Façade of the Building (**Façade Works**), by RM Watson Pty Ltd as well as any other documents as may be necessary in relation to the Façade Works.

**MINUTES OF A STRATA COMMITTEE PAPER MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 2.2 RESOLVED that the Strata Committee **NOTES** for the avoidance of any doubt that the Building Contract is in the form approved and recommended by the Strata Committee in accordance with the Authority delegated by the Owners Corporation to the Strata Committee at the Annual General Meeting on 2 July, 2019.
- 2.3 RESOLVED that the Strata Managing Agent and Chairman/Secretary of the Strata Committee sign the Building Contract with RM Watson Pty Ltd on behalf of the Owners Corporation.

3. INHABIT AUSTRALASIA PTY LTD - PROPOSAL TO SUPERINTEND/PROJECT MANAGE REMEDIAL WORKS:

- 3.1 RESOLVED that the Strata Committee authorise the Strata Committee and/or the Strata Managing Agent to affix the seal of the Owners Corporation to, and sign the Inhabit Australasia Pty Ltd ("Inhabit") fee proposal and scope of works dated 30 September 2019 for Inhabit to superintend the contract for the Façade Works on behalf of the Owners - Strata Plan 72381.

4. GOLD CREST SECURITY PTY LTD CONTRACT:

- 4.1 RESOLVED that the Strata Committee authorise the Strata Managing Agent to affix the seal of the Owners Corporation to the Contract with Gold Crest Security Pty Ltd for Security Services at World Tower – Mid Rise.
- 4.2 RESOLVED the Strata Managing Agent sign the Contract with Gold Crest Security Pty Ltd on behalf of the Owners Corporation.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 5:15pm.

Chairperson

Date

Wednesday, 18 December, 2019

The Owner
SP – 72381
“World Tower – Mid Rise”
93 Liverpool Street
Sydney, NSW 2000

**MINUTES OF THE ANNUAL GENERAL & STRATA COMMITTEE MEETINGS
SP – 72381, “WORLD TOWER – MID RISE”, 93 LIVERPOOL STREET**

Dear Owner,

As the managing agents for your strata scheme, we write to all Owners and attach a copy of the Minutes for the recently held Annual General Meeting and Strata Committee Meeting.

We confirm that the Annual General Meeting and Strata Committee Meeting went ahead as scheduled on Tuesday, 10 December, 2019. We further confirm that all the major agenda items are in the process of being attended to.

In addition we enclose your levy notice for the 1 February, 2020 – 30 April, 2020 quarter.

Finally, if you would prefer to receive general meeting notices and minutes via e-mail, please complete the enclosed “Notice of E-mail Address” form and return to our office.

Should you have any questions or queries, please do not hesitate to contact myself on either (02) 8203 3111, 0404 374 157 or peter@changestrata.com.au.

Yours Faithfully,
CHANGE STRATA MANAGEMENT



peter domazetovski
senior portfolio manager



**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

DATE, PLACE &

TIME OF MEETING:

An Annual General Meeting of The Owners – Strata Plan No. 72381 was held on Tuesday, 10 December, 2019 in the Theatre, Level 38, 93 Liverpool Street, Sydney, NSW 2000. The meeting commenced at 6:30pm.

PRESENT:

Ms S Y Gay (Lot 34), Mr J Scuteri (Company Nominee for Lot 87), Ms K A Walsh (Lot 188), Mr K H Ong (Lot 218), Mr T G Miller (Lot 229)

PRESENT BY PROXY:

Mr S Radhakrishnan (Power of Attorney of Lots 11 & 134) – Proxies to Mr P Domazetovski

Mr N M Chan (Lot 83) & Mr L Wantiez (lot 162) – Proxies to the Chairman of the Meeting

Mr P E Rodgers (Lot 212) – Proxy to Mr K H Ong

IN ATTENDANCE:

Mr P Domazetovski (Change Strata Management Pty Ltd)

Mr M Maher & Mr D Frost (Brookfield Global Integrated Solutions Pty Ltd)

CHAIRPERSON:

Mr J Scuteri

SECRETARY (ACTING):

Mr P Domazetovski (Under delegation of the Meeting)

Note: – As there was no quorum present following half an hour of the scheduled commencement time, after putting the matter to the owners present, it was agreed by all present that those owners present in person and proxy would constitute the quorum for the purposes of the meeting and was declared as such by the Chairman of the meeting in accordance with Schedule 1, Part 3, Clause 17(4) of the Strata Schemes Management Act, 2015.

The agenda for the meeting was:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last general meeting of the Owners Corporation held Thursday, 26 September, 2019 be confirmed as a true and accurate account of the proceedings of that meeting.

2. INSURANCE:

- 2.1 RESOLVED that the insurances held by the Owners Corporation be confirmed.
- 2.2 RESOLVED that the Owners Corporation take out the following additional insurances:
- (a) cover for strata committee members against liability for damage to property, death or bodily injury as provided in section 165(2) of the Act;
 - (b) cover against misappropriation of money or other property of the Owners Corporation as provided in section 165(2) of that Act; and
 - (c) any other insurances deemed necessary.

3. STRATA MANAGING AGENT'S REPORT:

- 3.1 RESOLVED that Change Strata Management report to the Owners Corporation as to whether, and what, commissions or training services have been provided or paid for Change Strata Management in the last 12 months and are likely to be provided to or paid for Change Strata Management for the following 12 months.

The following commissions have been provided to Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Date of Commission	Amount of Commission	Identity of Party Who Paid Commission	Purpose of Commission
N/A	Nil	N/A	N/A

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

The following commissions are likely to be provided to the Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Commission	Expected Amount of Commission	Identity of Party Who is Likely to Pay Commission	Likely Purpose of Commission
N/A	Nil	N/A	N/A

The following training services have been provided to or paid for Change Strata Management in the last 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Date of Training Service	Value or Cost of Training Service	Identity of Party Who Provided Training Service	Purpose of Training Service
N/A	Nil	N/A	N/A

The following training services are likely to be provided to or paid for Change Strata Management for the following 12 months in connection with the exercise of functions for the scheme by Change Strata Management.

Anticipated Date of Training Service	Expected Value or Cost of Training Service	Identity of Party Who is Likely to Provide Training Service	Likely Purpose of Training Service
N/A	Nil	N/A	N/A

4. APPOINTMENT OF AN AUDITOR:

- 4.1 RESOLVED that Kelly + Partners be appointed as auditor of the Owners Corporation.

5. 10 YEAR CAPITAL WORKS FUND:

- 5.1 RESOLVED that the Owners Corporation prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period (if required) ("Capital Works Fund Plan").

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 5.2 RESOLVED that the Owners Corporation authorise and direct Change Strata Management to obtain quotations from a suitably qualified consultant for the purpose of preparing a 10 Year Capital Works Fund.

NOTED that proposals have been received by the Strata Management. The Capital Works Fund will be prepared following the completion of the defect rectification repairs.

6. FINANCIAL STATEMENTS FOR 2018 – 2019:

- 6.1 RESOLVED that the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the Owners Corporation and the auditor's report (if required) be adopted.

7. BUDGET FOR 2019 – 2020:

- 7.1 RESOLVED that in accordance with section 79(1) and (2) of the Act, the Owners Corporation estimates that in respect of the period from 1 August, 2019 to 31 July, 2020 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the attached budget.

8. LEVY CONTRIBUTIONS:

- 8.1 RESOLVED that in accordance with section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied, to raise the amounts estimated as needing to be credited to the administrative and capital works funds:
- (a) to the administrative fund, the sum of \$1,927,721.40 + GST; and
 - (b) to the capital works fund, the sum of \$176,000 + GST; and
- 8.2 RESOLVED that the administrative fund contributions be paid in installments being:
- (a) Installment 1 of \$481,930.35 + GST due and payable on 1 August, 2019 (already raised); and

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- (b) Installment 2 of \$481,930.35 + GST due and payable on 1 November, 2019 (already raised); and
 - (c) Installment 3 of \$481,930.35 + GST due and payable on 1 February, 2020, and
 - (d) Installment 4 of \$481,930.35 + GST due and payable on 1 May, 2020; and
 - (e) Installment 5 of \$481,930.35 + GST due and payable on 1 August, 2020.
- 8.3 RESOLVED that the capital works fund contributions be paid in installments being:
- (a) Installment 1 of \$44,000 + GST due and payable on 1 August, 2019 (already raised); and
 - (b) Installment 2 of \$44,000 + GST due and payable on 1 November, 2019 (already raised); and
 - (c) Installment 3 of 44,000 + GST due and payable on 1 February, 2020; and
 - (d) Installment 4 of \$44,000 + GST due and payable on 1 May, 2020; and
 - (e) Installment 5 of \$44,000 + GST due and payable on 1 August, 2020.
- 8.4 RESOLVED that following resolutions 8.2 (e) and 8.3 (e), the administration fund and capital works fund contributions be continued at quarterly intervals until further determined.
- 8.5 RESOLVED that the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

9. RESTRICTION ON SPENDING:

- 9.1 RESOLVED that the owners corporation remove the limitation in section 102(2) of the Act that prohibits spending an amount on any item or matter that is greater than the amount specified for the item or matter (plus 10%) in estimates provided for that item or matter in the budget adopted at the meeting generally i.e. The 10% restriction applies to the Total Budget, not individual budget line items.

10. DEALING WITH OVERDUE CONTRIBUTIONS:

- 10.1 NOT RESOLVED that the Owners Corporation deals with overdue contributions payable to the Owners Corporation as follows:
- (a) In respect of any payment plan under section 85 (5) of the *Strata Schemes Management Act 2015* ("Payment Plan"):
 - (i) The Owners Corporation will in fact enter into any Payment Plan that it has agreed to enter into in accordance with that section 85 (5) for the payment of overdue contributions, either generally or in particular cases as follows:
 - Where a lot is in arrears for an amount of less than \$5,000, and the payment plan provides for repayment of that outstanding balance, in addition to accruing liabilities, within 12 months; or
 - In the case of a specific lot, on the basis that the payment plan provides for the repayment of the entire outstanding balance, in addition to accruing liabilities, within 12 months.
 - (ii) While the lot Owner concerned complies with a Payment Plan, the Owners Corporation will not take action under section 86 of the *Strata Schemes Management Act 2015* to recover such unpaid contributions and interest as are the subject of that Payment Plan, nor the expenses of the Owners Corporation incurred in recovering the same.

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381

ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY

- (iii) However, if the lot Owner concerned ceases to comply with a Payment Plan, the Owners Corporation will proceed as set out in 10.2 below in respect of the whole of the unpaid contributions and interest the subject of that Payment Plan and the expenses of the Owners Corporation incurred in recovering the same.

10.2 RESOLVED that in respect of any unpaid contributions and interest which have remained unpaid for a period of at least 14 days after the date that they became due and payable, the Owners Corporation authorises Change Strata Management and the Strata Committee to take all necessary steps, set out in (a) – (d) below, on its behalf to recover a contribution, from any person liable to pay a contribution:

- (a) the Owners Corporation will first issue a written demand for immediate payment ("**First Demand**").
- (b) if those unpaid contributions and interest remain wholly or partly unpaid in a further 14 days after the issue of the First Demand, the Owners Corporation will engage solicitors to issue a further demand for immediate payment of the unpaid amount ("**Legal Demand**").
- (c) if the unpaid contributions and interest remain unpaid after a further 14 days following the issue of the Legal Demand, the Owners Corporation will engage solicitors to issue a notice of action in accordance with section 86 (4) of the *Strata Schemes Management Act 2015* ("**Notice of Action**") in respect of the action proposed to be taken under (d) below.
- (d) on the expiry of the required 21 days after the giving of the Notice of Action the Owners Corporation will commence proceedings against the lot Owner concerned for the recovery of the unpaid contributions, interest and the expenses of the Owners Corporation incurred in recovering the same in the New South Wales Civil and Administrative Tribunal or the Local Court of New South Wales, subject to and in accordance with legal advice.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 10.3 RESOLVED that where a person is jointly and severally liable for unpaid contributions and interest under section 84 of the *Strata Schemes Management Act 2015* the Owners Corporation will take steps against that person in accordance with the remaining provisions of this motion as if that person was the Owner of the lot referred to.

11. FAÇADE REMEDIAL WORKS:

- 11.1 NOTED that an update on the status of the Façade Remedial Works was provided to owners in attendance at the meeting. A copy of the update accompanies these minutes.
- 11.2 RESOLVED that the Owners Corporation ratify the Strata Committee's approval of the following variations to the approved façade defect rectification works undertaken by RM Watson Pty Ltd as recommended by the Superintendent/Project Manager, Inhabit Australasia Pty Ltd ("Inhabit"):
- 11.2.1 HBCF Extra Over Insurance Cover- \$3,669.87 + GST
 - 11.2.2 Item 5 Optional Units - \$61,200.00 + GST
 - 11.2.3 Tile Supply - \$4,500.00 + GST
 - 11.2.4 Unit 3905 Consequential Repairs
 - 11.2.5 Unit 3905 External Repairs - \$19,760.00 + GST
 - 11.2.6 Unit 4005 External Repairs - \$1,020.00 + GST
 - 11.2.7 Unit 4405 Consequential Repairs - \$1,800.00 + GST
 - 11.2.8 Unit 4412 Additional Item 4 Repair - \$25,380.00 + GST
 - 11.2.9 Additional Repairs (Winter Garden Walls) - \$15,000.00 + GST
 - 11.2.10 Winter Garden Ceilings - \$9,000.00 + GST
- 11.3 RESOLVED that the Owners Corporation authorise the strata committee (as it may be constituted from time to time) to use its discretion and make decisions about the Façade Works, which includes (but is not limited to), negotiating with RM Watson Pty Ltd about variations to the scope of the Façade Works, authorising access to the Building and use of utilities and services by RM Watson, Liaising with and providing instructions to Inhabit Group and all other decisions as required under the terms of the Building Contract to which the seal of the Owners Corporation was affixed on Thursday, 17 October, 2019.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

- 11.4 AMENDED & RESOLVED that in order to ensure continuity and avoid delays in works, the Owners Corporation authorise the Strata Committee to approve any relatively minor variations up to the value of \$5,000 + GST via e-mail, which are then later to be ratified by a formal vote at a meeting of the Strata Committee/Owners Corporation.

12. FIRE STOPPING WORKS:

- 12.1 RESOLVED that the Owners Corporation approve the proposal received from Fire Stopping Passive Fire Protection as per Appendix "E" attached to the notice of meeting (since amended and reduced), and delegate to the Strata Committee authority to approve all necessary works and proposals to address the fire stopping works and all necessary works required to address the Fire Order requirements at World Tower – Mid Rise, ensuring works are future proofed (permitting access and/or maintenance) whilst meeting all compliance requirements.

13. LOT 35/APARTMENT 4008 REPAIR WORKS:

- 13.1 NOTED that the Owners Corporation discussed the repair works to the flooring in Apartment 4008 (Lot 35) resulting from leakage into the unit.

NOTED that by way of background, the Owners Corporation engaged Partridge Engineers ("PE") earlier in the year to confirm the source of the leak in Lot 35. PE attended unit 4008 with the owner's consent on 12 March, 2019 and then prepared an expert report which indicated no leaks or water ingress was noted in neighbouring apartment 4007. According to PE's report, the source of the leak was defective waterproofing in the cupboard housing the air conditioning unit which services Lot 35. The water was entering onto the tiles with failed waterproofing through a misplaced air conditioning condensation line which has since been repaired. The misplacement of the air conditioning condensation line has been noted in Roseville Plumbing report/invoice and Aqua Search report/invoice. The repair and maintenance of an air conditioning unit is the responsibility of the lot owner as per By-Law 19, "Air Conditioning."

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

NOTED that the Owners Corporation recognizes that it has a duty to repair any common property, including floor waterproofing. As such, the Owners Corporation has used a combination of the reports prepared by both Dan Drexler ("DD") and by PE to develop the following scope of works:

1. Mid-Rise will pay for the removal, disposal and replacement of floor underlay and floor coverings in the living and dining areas of Lot 35 on a like for like basis, as per quote 2903192 presented by Ideal Floors, and ensure that they meet the requirements of Mid-Rise By-Law 12 "Floor Coverings," as per DD report items 33 and 36.
2. Mid-Rise will pay for the removal of tiles to the air conditioning doorway hob and one row of tiles found in the air conditioning cupboard, relay the waterproofing membrane and retile in Lot 35, as per PE report items 8.11.1 to 8.11.4.
3. Mid-Rise will pay for the replacement damaged sections of skirting board in Lot 35 as per quote 2903192 presented by Ideal Floors, as per PE report item 8.11.6.
4. Mid-Rise will pay for the mould treatment, sanding and repainting of sections of wall in Lot 35, which was damaged by water ingress as per PE report item 8.11.6.

NOTED that Mid Rise Building Management has been advised that the owner/s of unit 4008 would like to replace the existing floorboards with tiles. The responsibility of Mid Rise is to replace the damaged floor coverings, like for like as per quote 2903192 which Mid Rise intends to approve. If the owner/s of unit 4008 would like a floor covering that is not what is currently in place, quotes for this work can be sought by the owner/s of unit 4008. In this case, Mid Rise will contribute towards the cost of this repair to the value of quote 2903192 presented by Ideal Floors, but only if these works comply with the requirements of Mid Rise By-Law 12 "Floor Coverings."

NOTED that as these works will be commissioned by the owners of unit 4008, Mid Rise will not accept responsibility for the completion of these works, nor for any consequences that may arise from the works. Mid

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Rise will also only make the aforementioned financial contribution upon receipt of an approved quote. In so doing Mid Rise retains the right to inspect the completed works to ensure that they are consistent with the requirements of Mid Rise By-Law 12 "Floor Coverings."

NOTED that any financial contribution made by Mid Rise to the cost of the works would also be subject to the owner of Lot 35 in Strata Plan 72381 accepting the proposed scope of works as a full remedy for the damages caused by water ingress, as identified in the PE report.

NOTED that the owner of unit 4008 (via their lawyer) promoted mediation via their nominated experts which was not approved by the Owners corporation who preferred to resolve the matter by the free mediation service offered by the Office of Fair Trading.

NOTED that following several months of ongoing correspondence between unit 4008's lawyers and the Owners Corporation, in the interest of finalising the matter, and avoid additional legal costs, the owner's lawyers propose to proceed as per the Owners Corporation's original correspondence, with timber flooring being replaced by tiles. As above, the Owners Corporation have no objections but only if these works comply with the requirements of Mid Rise By-Law 12 "Floor Coverings." As at the date of the meeting, no application had been received.

NOTED that in addition, unit 4008's lawyer asked whether the Owners Corporation would consider preparing a Deed of Release and waiving the \$5,000 flooring bond. Both were not approved by the Strata Committee on behalf of the Strata Committee on behalf of the Owners Corporation.

NOTED that the Strata Committee has always advised that the Owners Corporation has remained open to direct dialogue on this matter order to reach an amicable agreement to attend to necessary works in a timely manner.

RESOLVED that the Owners Corporation support the Strata Committee's efforts to date in finalising the outstanding matter and delegate authority to the incoming Strata Committee to finalise the matter in an amicable manner in accordance with their efforts and stand to date.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

14. ANNUAL FIRE SAFETY STATEMENT:

14.1 NOT PUT that the Owners Corporation:

- (a) consider the existing annual fire safety statement (if one is required for the building) under the *Environmental Planning and Assessment Act 1979*;
- (b) engage a suitably qualified consultant to prepare, and do all things reasonably necessary to enable the Owners Corporation obtain, the next annual fire safety statement (if one is required for the building);
- (c) authorise and direct Change Strata Management to obtain and accept a quotation from, and to appoint, that consultant for that purpose; and
- (d) authorise and direct either Change Strata Management, the building manager or appropriate consultant to sign and lodge with the local council, and give a copy to the NSW Fire Commissioner of, the next annual fire safety statement on behalf of the Owners Corporation.

NOTED that the World Tower Building Management Committee ("BMC") is responsible for the submission of one Annual Fire Safety Statement for World Tower as a whole. As per motion 12 above, World Tower is currently subjected to a Fire Order which the BMC are working towards finalising.

15. LIFT REGISTRATION:

15.1 RESOLVED that Change Strata Management be authorised and directed to:

- (a) on an annual basis, obtain a quotation from and appoint a suitably qualified consultant to provide a statement as to whether the lift equipment and other applicable plant in the building is safe to operate; and
- (b) upon receipt of that statement, sign on behalf of the Owners Corporation and lodge with WorkCover an application to register or renew the registration of the lift equipment and other applicable plant in the building.

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

16. ELECTRONIC VOTING:

16.1 NOT RESOLVED that the Owners Corporation permit any of the following means of voting on a matter to be determined by the Owners Corporation at any subsequent general meeting:

- (a) before the meeting at which the matter (not being an election) is to be determined by the owners corporation – voting by means of email or any voting website of the Owners Corporation; and
- (b) while participating in a meeting from a remote location – voting by means of teleconference, video-conferencing, email or any voting website of the Owners Corporation.

17. STRATA COMMITTEE:

17.1 RESOLVED that the Owners Corporation elect the Strata Committee as follows:

- (a) The Chairperson is to announce the names of the candidates already nominated in writing for election to the Strata Committee:

Mr B Pynt (Lot 17; Self-Nominated)
Mr Y Chen (Nominated by Lot 189)

- (b) The Chairperson is to call for any oral nominations of candidates eligible for election to the Strata Committee:

Mr J Scuteri (Lot 87; Self-Nominated)
Ms K A Walsh (Lot 188; Self-Nominated)
Mr T G Miller (Lot 229; Self-Nominated)

- (c) The Owners Corporation decide the number of members of the Strata Committee be Five (5).

- (d) If the number of candidates for election is greater than the number of members of the Strata Committee so decided—a ballot is to be held in accordance with clause 10 of the *Strata Schemes Management Regulation 2016*. Following the ballot, the following owners be elected to the Strata Committee:

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Mr B Pynt
Mr J Scuteri
Mr T G Miller
Mr Y Chen
Ms K A Walsh

18. RESTRICTIONS ON POWERS OF THE STRATA COMMITTEE:

- 18.1 RESOLVED that the existing restriction of \$75,000 on expenditure be imposed on the Strata Committee in addition to those restrictions currently imposed in the Act. Expenditure over \$75,000 requires at least 2 proposals be received and a general meeting of the Owners Corporation be convened.

19. NOMINATIONS TO WORLD TOWER BUILDING MANAGEMENT COMMITTEE:

- 19.1 **SPECIALLY RESOLVED** that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr J Scuteri as their Representative and Ms K A Walsh as their Substitute Representative to the World Tower Building Management Committee constituted under that Act and the Strata Management Statement.

20. NOMINATIONS TO WORLD SQUARE BUILDING MANAGEMENT COMMITTEE:

- 20.1 **SPECIALLY RESOLVED** that the Owners Corporation in accordance with Clause 2(4) of Schedule 1C of the *Strata Schemes (Freehold Development) Act 1973*, and Clause 4 of the *Strata Management Statement* to appoint Mr T G Miller as their Representative and Mr Y Chen & the Strata Managing Agent as their Substitute Representatives to the World Square Building Management Committee constituted under that Act and the Strata Management Statement.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:40pm.

Chairperson

Date

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

DATE, PLACE &

TIME OF MEETING: A Strata Committee Meeting of The Owners – Strata Plan No. 72381 was held on Tuesday, 10 December, 2019 in the Theatrette, Level 38, 93 Liverpool Street, Sydney, NSW, 2000. The meeting commenced immediately following the Annual General Meeting.

PRESENT: Mr T Miller, Mr J Scuteri, Ms K A Walsh

APOLOGIES: Mr Y Chen, Mr B Pynt

IN ATTENDANCE: Ms S Y Gay (Lot 34), Mr K H Ong (Lot 218)

Mr P Domazetovski & Mr P Bone (Change Strata Management Pty Limited)

Mr M Maher & Mr D Frost (Brookfield Global Integrated Solutions Pty Ltd)

CHAIRPERSON: Mr J Scuteri

SECRETARY (ACTING): Mr P Domazetovski (under delegation of the meeting)

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last meeting of the Strata Committee held Wednesday, 27 November, 2019 be confirmed as a true and accurate account of the proceedings of that meeting.

2. APPOINTING OFFICE BEARERS:

- 2.1 RESOLVED that the Chairperson, Secretary and Treasurer of the Executive Committee be:

Chairperson:	Mr J Scuteri
Secretary:	Mr T G Miller
Treasurer:	Mr Y Chen

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

3. APPOINTING A STRATA MANAGER'S REPRESENTATIVE:

- 3.1 RESOLVED that Mr T G Miller of the Strata Committee be appointed and authorised to communicate with and issue instructions to the Change Strata Management of the Owners Corporation on behalf of the Strata Committee.

4. APPOINTING A BUILDING MANAGER'S REPRESENTATIVE:

- 4.1 RESOLVED that Mr T G Miller of the Strata Committee be appointed and authorised to communicate with and issue instructions to the building manager on behalf of the Strata Committee.

5. ELECTRONIC VOTING:

- 5.1 RESOLVED that the Strata Committee permit any of the following means of voting on a matter to be determined by the committee at any subsequent meeting:
- (b) while participating in a meeting from a remote location – voting by means of teleconference.

6. SCHEDULE OF MEETINGS:

- 6.1 RESOLVED that the Secretary, Mr T G Miller forward a proposed schedule of meetings for the 2020 year for the Strata Committee's consideration.

7. OTHER MATTERS:

- 7.1 RESOLVED that the following other matters be reviewed, discussed and an action resolved by the Strata Committee:

Future Major Renovations

NOTED that the Strata Committee discussed future major renovations that would take place in apartments similar to that in apartment 4405 and agreed that similar renovations would also require separate By-laws so that those renovations are reflected and registered on the Certificate of Title.

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

Chairperson

Date _____

Strata Schemes Management Act 2015
NOTICE OF EMAIL ADDRESS

To: The Secretary
 The Owners - Strata Plan No. 72381
Address: C/- Change Strata Management Pty Limited
 GPO Box 3822, Sydney, NSW 2001

DETAILS

Full name(s):

Lot(s) concerned:

Email Address for service of notices:

Contact Numbers: (m).....(h).....(w).....

Real Estate Agent:

Contact Numbers: (m).....(w).....(f).....

CONSENT TO SERVICE OF NOTICES BY EMAIL

I/We the owner(s) of lot(s) hereby consent to the service of a notice or other document required or authorised by the Strata Schemes Management Act 2015 or the by-laws to be served upon me/us by the notice or other document being sent to the email address given in this notice.

Date of this Notice:

Signed:

**MINUTES OF A STRATA COMMITTEE PAPER MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

**DATE, PLACE &
TIME OF MEETING:**

A Strata Committee Meeting of The Owners – Strata Plan No. 72381 was held on Wednesday, 29 January, 2020 in the offices of Change Strata Management Pty Limited, Suite 12, Level 4, 350 George Street, Sydney. The meeting commenced at 5:00pm.

VOTING PAPER

RECEIVED FROM:

Mr T Miller, Mr J Scuteri, Ms K Walsh, Mr B Pynt

IN ATTENDANCE:

Mr P Domazetovski (Change Strata Management Pty Limited)

CHAIRPERSON /

SECRETARY (ACTING):

Mr P Domazetovski

The agenda for the meeting was:

1. MINUTES:

- 1.1 RESOLVED that the minutes of the last strata committee meeting held on Tuesday, 10 December, 2019 be confirmed as a true record of the proceedings at that meeting.

2. VARIATIONS TO FAÇADE DEFECT RECTIFICATION CONTRACT WORKS:

- 2.1 RESOLVED that the Strata Committee approve the following variations to the approved façade defect rectification works undertaken by RM Watson Pty Ltd as recommended by the Superintendent/Project Manager, Inhabit Australasia Pty Ltd ("Inhabit"):

- 2.1.1 Additional Type 4 Repair – Unit 4312 - \$25,380.00 + GST
- 2.1.2 Additional Type 4 Repair – Unit 4512 - \$25,380.00 + GST
- 2.1.3 Additional Type 4 Repair – Unit 4612 - \$25,380.00 + GST
- 2.1.4 Water Test & Repairs – Unit 5610 - \$6,030.00 + GST

**MINUTES OF A STRATA COMMITTEE PAPER MEETING
THE OWNERS – STRATA PLAN NO. 72381**

**ADDRESS OF THE STRATA SCHEME: WORLD TOWER – MID RISE
93 LIVERPOOL STREET, SYDNEY**

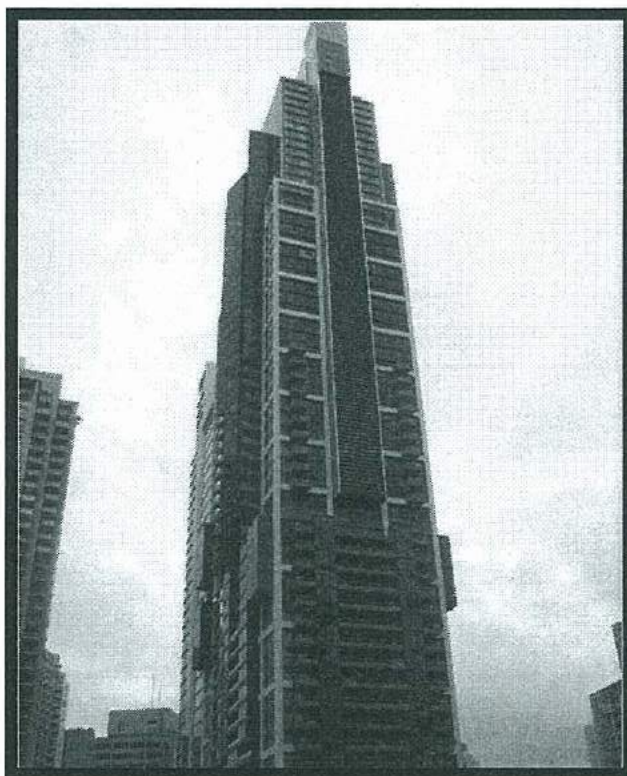
CLOSURE: There being no further business, the chairperson
declared the meeting closed at 5:15pm.

Chairperson

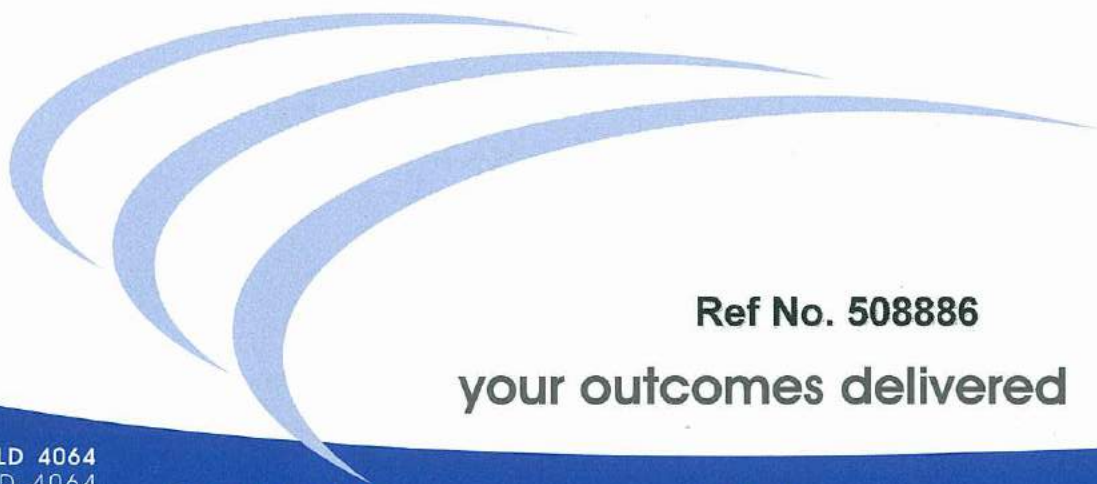
Date

Sinking Fund Plan

for
Owners Corporation
Strata Plan 72381



World Tower - Midrise
93 Liverpool Street, Sydney NSW 2000



Ref No. 508886

your outcomes delivered

QUEENSLAND
14 Railway Tce, MILTON QLD 4064
PO Box 1584, MILTON QLD 4064
PO Box 2253, SOUTHPORT BC QLD 4215
PO Box 726, MALENY QLD 4552
PO Box 8002, CAIRNS QLD 4870

NEW SOUTH WALES
Level 2, 50 York St, SYDNEY NSW 2000
PO Box A72, SYDNEY SOUTH NSW 1235

VICTORIA
Level 1, 1 Queens Rd, MELBOURNE VIC 3004
GPO Box 3025, MELBOURNE VIC 3000



The Executive Committee
Strata Plan 72381
93 Liverpool Street, Sydney NSW 2000

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Plan.

Based on our survey of your property, we have determined that the current level of contributions is sufficient to cover its forecast maintenance expenses. In order to maintain this level of contributions, we recommend that the sinking fund levy be increased in line with construction and maintenance prices over time.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$27.64
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$276,408.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	10
Report Notes	11

All services provided by Solutions IE are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsie.com.au

If you have any questions regarding your Sinking Fund Plan or need our specialised services in Professional Safety Reports, Insurance Valuations, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsie.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to be "Shw" followed by a long, sweeping horizontal line.

The Team at Solutions IE Pty Ltd

Building Details & Report Inputs

Supplied information

Building Name	World Tower - Midrise
Building Address	93 Liverpool Street, Sydney NSW 2000
Strata Plan	72381
Registered Plan Date/Year of Construction	2003
Number of Unit Entitlements	10000
Number of Units	236
Estimated Starting Sinking Fund Balance	\$1,000,000
Starting date of Financial Year for Report	1/08/2009
GST Status	Registered for GST
Current Sinking Fund Levy per Unit Entitlement (Inc. GST)	\$26.40

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	5.20%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	3.64%
Contingency Allowance - For minor and/or unforeseen expenses	12%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 1985 and 2007	4.70%
Plan Period - Number of years the plan forecasts.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/07/2010	276,408.00	25128.00	27.64	2.51	6.91	0.63
2	31/07/2011	289,399.18	26309.02	28.94	2.63	7.24	0.66
3	31/07/2012	303,000.94	27545.54	30.30	2.75	7.58	0.69
4	31/07/2013	317,241.98	28840.18	31.72	2.88	7.93	0.72
5	31/07/2014	332,152.35	30195.67	33.22	3.02	8.31	0.76
6	31/07/2015	347,763.50	31614.86	34.78	3.16	8.70	0.79
7	31/07/2016	364,108.39	33100.76	36.41	3.31	9.10	0.83
8	31/07/2017	381,221.49	34656.50	38.12	3.47	9.53	0.87
9	31/07/2018	399,138.89	36285.35	39.91	3.63	9.98	0.91
10	31/07/2019	417,898.43	37990.77	41.79	3.80	10.45	0.95
11	31/07/2020	437,539.65	39776.33	43.75	3.98	10.94	0.99
12	31/07/2021	458,104.02	41645.82	45.81	4.16	11.45	1.04
13	31/07/2022	479,634.91	43603.17	47.96	4.36	11.99	1.09
14	31/07/2023	502,177.75	45652.52	50.22	4.57	12.56	1.14
15	31/07/2024	525,780.11	47798.19	52.58	4.78	13.15	1.20

15 Year Cash-Flow Tracking Sheet




The table below shows the cash flow for the Owners Corporation starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

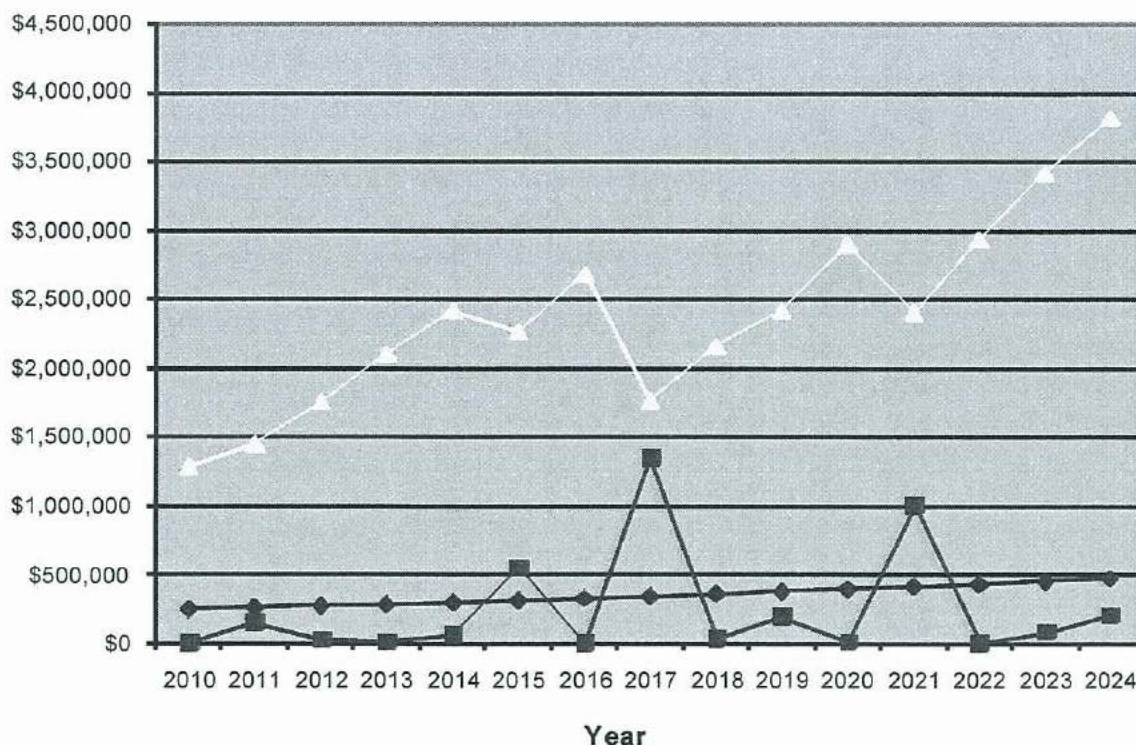
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/07/2010	1,000,000.00	251280.00	40,856.55	6,414.55	1,285,722.00
2	31/07/2011	1,285,722.00	263090.16	48,802.41	153,082.82	1,444,531.75
3	31/07/2012	1,444,531.75	275455.40	57,124.59	25,805.15	1,751,306.59
4	31/07/2013	1,751,306.59	288401.80	68,781.66	11,802.85	2,096,687.20
5	31/07/2014	2,096,687.20	301956.68	80,564.34	68,719.15	2,410,489.07
6	31/07/2015	2,410,489.07	316148.64	83,500.71	549,175.58	2,260,962.84
7	31/07/2016	2,260,962.84	331007.63	88,267.24	3,084.85	2,677,152.86
8	31/07/2017	2,677,152.86	346564.99	79,241.60	1,346,936.87	1,756,022.58
9	31/07/2018	1,756,022.58	362853.54	69,934.46	32,346.06	2,156,464.52
10	31/07/2019	2,156,464.52	379907.66	81,709.60	203,298.05	2,414,783.73
11	31/07/2020	2,414,783.73	397763.32	94,943.82	10,637.42	2,896,853.45
12	31/07/2021	2,896,853.45	416458.20	94,716.48	1,005,962.98	2,402,065.15
13	31/07/2022	2,402,065.15	436031.74	95,296.99	4,063.62	2,929,330.26
14	31/07/2023	2,929,330.26	456525.23	113,388.38	85,055.25	3,414,188.62
15	31/07/2024	3,414,188.62	477981.92	129,187.71	208,133.45	3,813,224.80

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

-  Contributions line - Total sinking fund contributions per year.
-  Expenses line - Total anticipated expenses in each year.
-  Closing balance line - Balance in the sinking fund at the end of the year after all income and expenses.



15 Year Anticipated Expenditures Table

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

'Year 1' to 'Year 15', shows the costs in the year in which they occur including the **'Assumed Rate of Inflation'** compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Sub Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2010)	Year 2 (2011)	Year 3 (2012)	Year 4 (2013)	Year 5 (2014)	Year 6 (2015)	Year 7 (2016)	Year 8 (2017)	Year 9 (2018)	Year 10 (2019)	Year 11 (2020)	Year 12 (2021)	Year 13 (2022)	Year 14 (2023)	Year 15 (2024)
1. Building exterior																
Repaint building exterior features	25,650	-	-	-	-	-	-	-	35,376	-	-	-	-	-	-	-
Maintain metal / glass surfaces (total 10,800m ²)	648,000	-	-	-	-	-	-	-	893,721	-	-	-	-	-	-	-
Maintain pre/ finished concrete surfaces	117,980	-	-	-	-	-	-	-	162,718	-	-	-	-	-	-	-
Maintain balcony balustrades (total: 721Lm) – 10%	38,880	-	-	-	-	46,721	-	-	-	-	58,782	-	-	-	-	73,957
2. Scaffolding for work at heights																
Hire scaffolding for high work	145,000	-	-	-	-	-	-	-	199,984	-	-	-	-	-	-	-
3. Level 38 toilets																
Maintain interior fixtures	1,500	-	-	-	-	1,803	-	-	2,069	-	-	2,374	-	-	2,725	-
Maintain / replace toilets / cisterns	720	-	-	-	-	865	-	-	993	-	-	1,140	-	-	1,308	-
Maintain floor tiles (total: 34m ²) – 10%	480	-	-	-	-	577	-	-	-	-	726	-	-	-	-	913
Maintain wall tiles (total: 85m ²)	900	-	-	-	-	1,082	-	-	-	-	1,361	-	-	-	-	1,712
Repaint ceilings	748	-	-	-	-	-	941	-	-	-	-	-	1,240	-	-	-
Repaint door face – one side	360	-	-	-	-	-	453	-	-	-	-	-	597	-	-	-
Maintain / replace mirrors	1,200	-	-	-	-	-	-	-	1,655	-	-	-	-	-	2,180	-
4. Gymnasium / games room																
Safety inspection of gymnasium equipment	250	250	262	274	287	300	315	329	345	361	378	396	414	434	454	476
Maintain or replace gymnasium equipment	4,000	-	-	4,385	-	-	5,033	-	-	5,776	-	-	6,629	-	-	7,609
Maintain glass / metal entry doors	1,300	-	-	1,425	-	-	1,636	-	-	1,877	-	-	2,155	-	-	2,473
Repaint ceilings	2,420	-	-	-	-	-	3,045	-	-	-	-	-	4,011	-	-	-
Repaint walls	2,750	-	-	-	-	-	3,460	-	-	-	-	-	4,558	-	-	-
Repaint door face – one side	240	-	-	-	-	-	302	-	-	-	-	-	398	-	-	-
Replace carpet	8,250	-	8,638	-	-	-	-	-	-	-	12,473	-	-	-	-	-

Expenditure Item	Current Cost	Year 1 (2010)	Year 2 (2011)	Year 3 (2012)	Year 4 (2013)	Year 5 (2014)	Year 6 (2015)	Year 7 (2016)	Year 8 (2017)	Year 9 (2018)	Year 10 (2019)	Year 11 (2020)	Year 12 (2021)	Year 13 (2022)	Year 14 (2023)	Year 15 (2024)
5. Swimming pool/spa																
Maintain sauna heater	600	600	628	658	689	721	755	790	828	866	907	950	994	1,041	1,090	1,141
Refurbish sauna structure	4,000	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain pool maintenance equipment	500	-	524	-	574	-	629	-	690	-	756	-	829	-	908	-
Maintain entry doors	1,300	-	-	1,425	-	-	1,636	-	-	1,877	-	-	2,155	-	-	2,473
Replace pump – standard volume	1,120	-	-	1,228	-	-	-	-	-	-	-	1,773	-	-	-	-
Maintain tile surround (Total: 72m2)	960	-	-	-	-	1,154	-	-	1,324	-	-	1,520	-	-	1,744	-
Maintain glass / metal frame windows	650	-	-	-	-	781	-	-	-	-	983	-	-	-	-	1,236
Replace cartridge filter	2,266	-	-	-	-	-	2,851	-	-	-	-	-	-	-	-	-
Replace spa pump	651	-	-	-	-	-	819	-	-	-	-	-	1,079	-	-	-
Replace spa heater	891	-	-	-	-	-	-	-	1,229	-	-	-	-	-	-	-
Repaint ceiling	4,050	-	-	-	-	-	-	-	5,586	-	-	-	-	-	-	-
Repaint walls	1,512	-	-	-	-	-	-	-	2,085	-	-	-	-	-	-	-
Replace salt water chlorination unit	1,606	-	-	-	-	-	-	-	2,215	-	-	-	-	-	-	-
Replace spa blower	450	-	-	-	-	-	-	-	-	-	-	-	746	-	-	-
Replace pool heater – small	2,167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace pool heater – large	4,662	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,122
Replace pool surface (tiles)	31,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,868
6. Lobbies and hallways																
Replace carpet	125,250	-	131,137	-	-	-	-	-	-	-	-	-	-	-	57,229	-
Repaint ceilings	51,194	-	-	-	-	-	64,410	-	-	-	-	-	207,583	-	-	-
Repaint walls	88,220	-	-	-	-	-	110,994	-	-	-	-	-	84,846	-	-	-
Repaint door face – one side	58,680	-	-	-	-	-	73,828	-	-	-	-	-	146,211	-	-	-
Maintain floor tiles (total: 637m2) – 10%	7,680	-	-	-	-	-	-	-	-	-	11,611	-	97,253	-	-	-
Maintain wall tiles (total: 1264m2) – 10%	24,000	-	-	-	-	-	-	-	-	-	36,285	-	-	-	-	-
7. Fire stairs																
Repaint underside of stairs and ceilings	31,680	-	-	-	-	-	39,858	-	-	-	-	-	52,505	-	-	-
Repaint walls	66,968	-	-	-	-	-	84,256	-	-	-	-	-	110,989	-	-	-
Repaint door face – one side	5,280	-	-	-	-	-	6,643	-	-	-	-	-	8,751	-	-	-
Repaint balustrades	27,900	-	-	-	-	-	35,102	-	-	-	-	-	46,240	-	-	-
8. Basement car park																
Maintain security vehicle entry gates	2,400	-	-	2,631	-	-	3,020	-	-	3,466	-	-	3,978	-	-	4,565
Driveway cleaning programme	6,375	-	-	-	-	7,661	-	-	-	-	9,638	-	-	-	-	12,126
Maintain security card or key system	950	-	-	-	-	1,142	-	-	-	-	1,436	-	-	-	-	1,807
Repaint walls & concrete columns	31,614	-	-	-	-	-	39,775	-	-	-	-	-	52,395	-	-	-
Repaint door face – one side	2,400	-	-	-	-	-	3,020	-	-	-	-	-	3,978	-	-	-
Repaint line marking	4,580	-	-	-	-	-	5,762	-	-	-	-	-	7,591	-	-	-
Repaint common property corridors	6,600	-	-	-	-	-	8,304	-	-	-	-	-	10,938	-	-	-
Repaint fire stairs interiors	2,500	-	-	-	-	-	3,145	-	-	-	-	-	4,143	-	-	-

Expenditure Item	Current Cost	Year 1 (2010)	Year 2 (2011)	Year 3 (2012)	Year 4 (2013)	Year 5 (2014)	Year 6 (2015)	Year 7 (2016)	Year 8 (2017)	Year 9 (2018)	Year 10 (2019)	Year 11 (2020)	Year 12 (2021)	Year 13 (2022)	Year 14 (2023)	Year 15 (2024)
9. Basement car park lift foyers																
Maintain foyer entry doors	1,500	-	-	-	-	1,803	-	-	-	-	2,268	-	-	-	-	2,853
Maintain security card system	950	-	-	-	-	1,142	-	-	-	-	1,436	-	-	-	-	1,807
Repaint ceilings	3,300	-	-	-	-	-	4,152	-	-	-	-	-	5,469	-	-	-
Repaint walls	7,348	-	-	-	-	-	9,245	-	-	-	-	-	12,178	-	-	-
Repaint door face – one side	1,200	-	-	-	-	-	1,510	-	-	-	-	-	1,989	-	-	-
Maintain floor tiles (total: 150m2)	2,250	-	-	-	-	-	-	-	-	-	3,402	-	-	-	-	-
10. Fixtures and fittings																
Maintain directional emergency lighting	4,200	-	-	4,604	-	-	5,284	-	-	6,065	-	-	6,961	-	-	7,989
Maintain community lighting	4,200	-	-	4,604	-	-	5,284	-	-	6,065	-	-	6,961	-	-	7,989
11. Fire equipment																
Maintain emergency lighting	1,500	-	-	1,644	-	-	1,887	-	-	2,166	-	-	2,486	-	-	2,853
Replace fire hose reels (Total 44) (20% of total)	5,400	-	-	-	-	-	-	-	-	-	8,164	-	-	-	-	-
12. Heating, ventilation and air conditioning																
Annual maintenance (clean filter and re-gas)	750	750	785	822	861	901	944	988	1,034	1,083	1,134	1,187	1,243	1,301	1,363	1,427
Maintain chiller plants	1,500	-	1,571	-	1,722	-	1,887	-	2,069	-	2,268	-	2,486	-	2,725	-
Maintain chiller plant motors	3,600	-	3,769	-	4,132	-	4,529	-	4,965	-	5,443	-	5,966	-	6,540	-
Repair or replace air-conditioning plant	1,950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,709
Repair or replace air-conditioning units	21,000	-	-	-	-	-	-	-	-	-	31,750	-	-	-	-	-
Repair or replace exhaust vents	2,700	-	-	-	-	-	-	-	-	-	4,082	-	-	-	-	-
13. Lifts																
Maintain security access system	800	-	-	877	-	-	1,007	-	-	1,155	-	-	1,326	-	-	1,522
Overhaul lift motors	36,000	-	-	-	-	-	-	-	-	-	-	-	59,664	-	-	-
Refurbish lift car interiors	26,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,457
14. Plant																
Maintain domestic water tank pumps	700	700	733	767	803	841	881	922	965	1,011	1,058	1,108	1,160	1,215	1,272	1,332
Maintain domestic water tanks	1,500	-	1,571	-	1,722	-	1,887	-	2,069	-	2,268	-	2,486	-	2,725	-
Test main switchboard	350	-	366	-	402	-	440	-	483	-	529	-	580	-	636	-
Test safety switches	350	-	366	-	402	-	440	-	483	-	529	-	580	-	636	-
Maintain or replace water booster pumps	8,000	-	-	-	-	-	-	-	-	-	-	-	13,259	-	-	-
Sub Total (Incl. GST)		6,300	150,350	25,344	11,594	67,494	539,369	3,029	1,322,886	31,768	199,667	10,448	988,000	3,991	83,535	204,416
Contingency Allowance (Incl.GST)		756	18,042	3,041	1,391	8,099	64,724	363	158,746	3,812	23,960	1,254	118,560	479	10,024	24,530
Total Expenses (Incl. GST)		7,056	168,392	28,385	12,985	75,593	604,093	3,392	1,481,632	35,580	223,627	11,702	1,106,560	4,470	93,559	228,946

Building Data List from the Property Inspection for Strata Plan 72381

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the total quantity of that item

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' – is the remaining life in years until an item needs money spent on it.

'Total Life' – is the total life the item after it is replaced, repaired or repainted.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint building exterior features	570	m2	45	25650	8	8	
Maintain metal / glass surfaces (total 10,800m2)	2160	m2	300	648000	8	8	Ongoing maintenance (20% of total)
Maintain pre/ finished concrete surfaces	694	Lm	170	117980	8	8	Ongoing maintenance
Maintain balcony balustrades (total: 721Lm) – 10%	144	Lm	270	38880	5	5	Ongoing maintenance (20% of total)
2. Scaffolding for work at heights							
Hire scaffolding for high work	1	Item	145,000	145000	8	8	
3. Level 38 toilets							
Maintain interior fixtures	1	Item	1,500	1500	5	3	Replace as required. Toilet partitions
Maintain / replace toilets / cisterns	1	Item	720	720	5	3	Replace as required
Maintain floor tiles (total: 34m2) – 10%	4	m2	120	480	5	5	Maintain as required (10% of total)
Maintain wall tiles (total: 85m2)	9	m2	100	900	5	5	Maintain as required (10% of total)
Repaint ceilings	34	m2	22	748	6	6	
Repaint door face – one side	3	Ea	120	360	6	6	Includes architrave
Maintain / replace mirrors	1	Item	1,200	1200	8	6	Replace as required
4. Gymnasium / games room							
Safety inspection of gymnasium equipment	1	Item	250	250	1	1	Annual inspection by qualified person
Maintain or replace gymnasium equipment	1	Item	4,000	4000	3	3	Replace machines as required on rotation
Maintain glass / metal entry doors	2	Ea	650	1300	3	3	Ongoing maintenance
Repaint ceilings	110	m2	22	2420	6	6	
Repaint walls	125	m2	22	2750	6	6	
Repaint door face – one side	2	Ea	120	240	6	6	
Replace carpet	110	m2	75	8250	2	8	
5. Swimming pool/spa							
Maintain sauna heater	1	Item	600	600	1	1	Inspect and repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Refurbish sauna structure	1	Item	4,000	4000	1	15	Currently under refurbishment
Maintain pool maintenance equipment	1	Item	500	500	2	2	Ongoing maintenance
Maintain entry doors	2	Ea	650	1300	3	3	Ongoing maintenance
Replace pump – standard volume	2	Ea	560	1120	3	8	
Maintain tile surround (Total: 72m2)	8	m2	120	960	5	3	Ongoing maintenance
Maintain glass / metal frame windows	1	Item	650	650	5	5	Ongoing maintenance
Replace cartridge filter	2	Ea	1,133	2266	6	10	Ongoing replacement programme
Replace spa pump	1	Ea	651	651	6	6	Repair or replace as required
Replace spa heater	1	Ea	891	891	8	8	
Repaint ceiling	225	m2	18	4050	8	8	
Repaint walls	84	m2	18	1512	8	8	
Replace salt water chlorination unit	1	Ea	1,606	1606	8	8	
Replace spa blower	1	Ea	450	450	12	12	
Replace pool heater – small	1	Ea	2,167	2167	15	15	Repair ir replace as required
Replace pool heater – large	1	Ea	4,662	4662	15	15	Repair or replace as required
Replace pool surface (tiles)	1	Ea	4,662	4662	15	15	
6. Lobbies and hallways	210	m2	150	31500	14	18	
Replace carpet	1670	m2	75	125250	2	10	Replace original carpet
Repaint ceilings	2327	m2	22	51194	6	6	Levels 38-59 inclusive
Repaint walls	4010	m2	22	88220	6	6	Levels 38-59 inclusive
Repaint door face – one side	489	Ea	120	58680	6	6	
Maintain floor tiles (total: 637m2) – 10%	64	m2	120	7680	10	8	Ongoing maintenance
Maintain wall tiles (total: 1264m2) – 10%	120	m2	200	24000	10	8	Ongoing maintenance to lift lobby areas
7. Fire stairs							
Repaint underside of stairs and ceilings	1440	m2	22	31680	6	6	
Repaint walls	3044	m2	22	66968	6	6	
Repaint door face – one side	44	Ea	120	5280	6	6	
Repaint balustrades	620	Lm	45	27900	6	6	
8. Basement car park							
Maintain security vehicle entry gates	2	Ea	1,200	2400	3	3	Ongoing maintenance
Driveway cleaning programme	2125	m2	3	6375	5	5	
Maintain security card or key system	1	Ea	950	950	5	5	Ongoing maintenance
Repaint walls & concrete columns	1437	m2	22	31614	6	6	
Repaint door face – one side	20	Ea	120	2400	6	6	
Repaint line marking	458	Lm	10	4580	6	6	
Repaint common property corridors	300	m2	22	6600	6	6	
Repaint fire stairs interiors	1	Item	2,500	2500	6	6	
9. Basement car park lift foyers							
Maintain foyer entry doors	1	item	1,500	1500	5	5	

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Maintain security card system	1	Ea	950	950	5	5	Ongoing maintenance
Repaint ceilings	150	m2	22	3300	6	6	Levels 4 & 5
Repaint walls	334	m2	22	7348	6	6	
Repaint door face – one side	10	Ea	120	1200	6	6	
Maintain floor tiles (total: 150m2)	15	m2	150	2250	10	8	Ongoing maintenance
10. Fixtures and fittings							
Maintain directional emergency lighting	1	Item	4,200	4200	3	3	All midrise lobby levels
Maintain community lighting	1	Item	4,200	4200	3	3	All midrise lobby levels
11. Fire equipment							
Maintain emergency lighting	1	Item	1,500	1500	3	3	Replace as required
Replace fire hose reels (Total 44) (20% of total)	9	Ea	600	5400	10	10	Replace only if existing cannot be repaired
12. Heating, ventilation and air conditioning							
Annual maintenance (clean filter and re-gas)	1	Item	750	750	1	1	Ongoing maintenance
Maintain chiller plants	1	Item	1,500	1500	2	2	Ongoing maintenance
Maintain chiller plant motors	2	Ea	1,800	3600	2	2	Ongoing maintenance
Repair or replace air-conditioning plant	25	Lm	78	1950	15	15	Ongoing replacement programme
Repair or replace air-conditioning units	6	Ea	3,500	21000	10	12	Ongoing replacement programme
Repair or replace exhaust vents	6	Ea	450	2700	10	10	Ongoing replacement programme
13. Lifts							
Maintain security access system	1	Item	800	800	3	3	Maintain to manufactures specifications
Overhaul lift motors	4	Ea	9,000	36000	12	12	
Refurbish lift car interiors	4	Ea	6,500	26000	15	15	Refurbish including floor coverings
14. Plant							
Maintain domestic water tank pumps	1	Item	700	700	1	1	Ongoing maintenance
Maintain domestic water tanks	1	Item	1,500	1500	2	2	Ongoing maintenance
Test main switchboard	1	Item	350	350	2	2	
Test safety switches	1	Item	350	350	2	2	
Maintain or replace water booster pumps	2	Ea	4,000	8000	12	12	Full replacement

Inspectors Report for Strata Plan 72381

1. The painting cost estimates have been as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the buildings it is recommended that the Owners' Corporation obtain the painting quotes well in advance of the job time to allow for any shortfall or excess in funds.
2. There are what appear to be significant funds in the sinking fund account in the later part of the report period. This can be seen in the graph. While these amounts may seem large in today's dollars; due to inflation in building material and labour costs the funds will have a fraction of the buying power that they would have today. The building cost index (which started in 1968) has shown an average 1300% growth in building costs across Australian cities over the last 40 odd years. Building maintenance and construction 20 years ago at a cost of \$10,000, now costs over \$30,000. That equates to one third of the buying power. This report needs be updated regularly, annual updates are available and we recommend a full update at least every 3 years.
3. The levies recommended in this report have only been adjusted for inflation each year as this has been deemed adequate at this time to meet the estimated financial requirements for the complex. Solutions IE recommends that this report be updated no later than 3 years from the date this report has been received, to ensure that the forecast continues to remain in line with variations in the marketplace.
4. The inspecting officer would like to thank Adel Chellhoum for providing access to the building and for the information he supplied.

Report Notes

Sinking Fund Plan

This forecast satisfies the current requirements of the Strata Schemes Management Act 1996, Part 3 Division 1 which states:-

69 Sinking fund to be established

- (1) An Owners Corporation must establish a sinking fund.
- (2) However, an Owners Corporation for a strata scheme comprising 2 lots need not establish a sinking fund if:
 - (a) the Owners Corporation so determines by unanimous resolution, and
 - (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
 - (c) no building or part of a building in the strata scheme is situated outside those lots.

75A Owners Corporation to prepare 10-year sinking fund plans

- (1) This section applies to Owners Corporations established on or after the commencement of this section.
- (2) An Owners Corporation to which this section applies is to prepare a plan of anticipated major expenditure to be met from the sinking fund over the 10-year period commencing on the first annual general meeting of the Owners Corporation.
- (3) The initial plan is to be finalised by the end of the second annual general meeting of the Owners Corporation.
- (4) The plan is to be reviewed and (if necessary) adjusted no later than at the fifth annual general meeting of the Owners Corporation.
- (5) An Owners Corporation to which this section applies is to prepare a plan as referred to in subsection (2) for each 10-year period following the period referred to in that subsection and is to finalise and review the plan in accordance with the requirements of subsections (3) and (4) at the corresponding annual general meetings in the relevant 10-year period.
- (6) An Owners Corporation may engage expert assistance in the preparation of a plan under this section.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Executive Committee has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions IE is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions IE is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions IE is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Executive Committee Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Executive Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Executive Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Executive Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions IE are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsie.com.au

Please read the information and the notes on the Inspector's report to gain the most from this report.

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 72381 was affixed on ^ 15 JANUARY, 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: M. Dom. Name: MITE DOMAZETOVSKI Authority: DIRECTOR

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP72381

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Doyle Edwards Anderson Lawyers Pty Ltd Suite 2, Level 2, 75 Elizabeth Street, Sydney NSW 2000 Ph. 02 9223 6344 Fax: 02 9223 6355 Reference: 170176
-------------------------------	---

CODE

CH

- (C) The Owners-Strata Plan No. 72381 certify that a special resolution was passed on 29/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. See Annexure "A"
Added by-law No. 1-11, 13, 15-23, 26, 30-34, 36, 46
Amended by-law No. See Annexure "A"
as fully set out below:
As fully set out in Annexure "B" attached.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 72381 was affixed on 15 JANUARY, 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

M. DOM.

Name:

MITE DOMAZETOVSKI

Authority:

DIRECTOR

Signature:

Name:

Authority:



ANNEXURE "A"

REPEAL THE FOLLOWING BY-LAWS:

- (a) By-laws 1-30;
- (b) By-laws 32-43;
- (c) Special by-law 2;
- (d) Special by-law 3;
- (e) Special by-law 4;
- (f) Special by-law 5;
- (g) Special by-law 8;
- (h) Special by-law 9;
- (i) Special by-law 11;
- (j) Special by-law 16;
- (k) Special by-law 18;
- (l) Special by-law 19;
- (m) Special by-law 20;
- (n) Special by-law 37; and
- (o) Special by-law 38.

The seal of The Owners – Strata Plan No. 72381 was affixed on 15 JANUARY, 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. DOM.

Name: MITE DOMAZETOVSKI

Authority: DIRECTOR

Signature:

Name:

Authority:



AMEND THE FOLLOWING BY-LAWS:

- (a) By-law 16 by replacing it with by-law 14;
- (b) By-law 31 by replacing it with by-law 27;
- (c) Special by-law 1 by replacing it with by-law 12;
- (d) Special by-law 6 by replacing it with by-law 19;
- (e) Special by-law 7 by replacing it with by-law 29;
- (f) Special by-law 10 by replacing it with by-law 28;
- (g) Special by-law 12 by replacing it with by-law 25;
- (h) Special by-law 13 by replacing it with by-law 37;
- (i) Special by-law 14 by replacing it with by-law 38;
- (j) Special by-law 17 by replacing it with by-law 35;
- (k) Special by-law 21 by replacing it with by-law 39;
- (l) Special by-law 33 by replacing it with by-law 40;
- (m) Special by-law 34 by replacing it with by-law 41;
- (n) Special by-law 35 by replacing it with by-law 42;
- (o) Special by-law 39 by replacing it with by-law 24; and
- (p) Special by-law 40 by replacing it with by-law 45.

The seal of The Owners – Strata Plan No. 72381 was affixed on 15 JANUARY, 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. DOM.
Name: MITE DOMAZETOVSKI
Authority: DIRECTOR

Signature:
Name:
Authority:



ANNEXURE "B"

BY-LAWS

The Owners - Strata Plan No. 72381

"Mid Rise World Tower", 91 – 95 Liverpool Street,
Sydney NSW 2000

The seal of The Owners – Strata Plan No. 72381 was affixed on 15 JANUARY, 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. Dom.
Name: MITE DOMAZETONSKI
Authority: DIRECTOR

Signature:
Name:
Authority:



INDEX

A.	Definitions and interpretation	7
1.	Noise	10
2.	Vehicles and parking arrangements	10
3.	Obstruction of common property	12
4.	Damage to lawns and plants on common property	12
5.	Damage and use of common property	12
6.	Behaviour of owners, occupiers and authorised users	13
7.	Children playing on common property	13
8.	External appearance and washing	13
9.	Cleaning of windows and doors	14
10.	Storage of inflammable liquids and other substances and materials	14
11.	Moving furniture and other objects on or through common property	14
12.	Floor coverings (previously special by-law 1 passed 8 December 2008 as amended)	15
13.	Disposal of waste	17
14.	Keeping of animals	17
15.	Noticeboard	18
16.	Preservation of fire safety	18
17.	Swimming pool	18
18.	Gymnasium	19
19.	Air conditioning	19
20.	Balconies	20
21.	Change in use or occupation of lot to be notified	20
22.	Compliance with planning and other requirements	20
23.	Overcrowding	21
24.	Short term letting	21
25.	Compliance with zoning requirements (including for the conduct of brothels or other like purposes) (formerly special by-law 12 passed 23 November 2009 now amended)	24
26.	Security in the strata scheme	25
27.	Access Keys (formerly by-law 31 amended on 23 November 2009 and now amended)	26
28.	Modification of intercom system (formerly special by-law 10 passed on 23 November 2009 now amended)	28
29.	Delivery of packages (formerly special by-law 7 now amended)	30
30.	Cosmetic work	31
31.	Minor renovations	34
32.	Major renovations	40

	Annexure to major renovation by-law	46
33.	Recovery of costs for damage	48
34.	Smoking	49
35.	Storage of goods and lost property (formerly by-law 17 passed 8 April 2011 now amended)	49
36.	Window safety devices.....	52
37.	Works to lot 155 (formerly special by-law 13 passed 10 November 2010)	53
	Annexure A to Special by-law 37	60
	Annexure B to Special by-law 37	61
	Annexure C to Special by-law 37	63
38.	Works to lot 155 (formerly special by-law 14 passed 10 November 2010)	66
	Annexure A to Special by-law 38	70
	Annexure B to Special by-law 38	111
39.	Works to lot 76 (formerly special by-law 21 passed 15 February 2013).....	115
	Annexure A to Special by-law 39	120
40.	Works to lot 111 (formerly special by-law 33 passed 23 April 2013)	121
41.	Works to lot 118 (Formerly special by-law 34 passed 23 April 2013).....	125
42.	Works to lot 75 (formerly special by-law 35 passed 23 April 2013)	129
	Annexure A to by-law 42	135
43.	Building manager's area (formerly special by-law 36 passed 21 January 2014)	136
	Annexure 1 to Special by-law 43	137
44.	Facilities Room and Common Room (formerly by-law 21 passed 21 January 2014)	138
	Annexure A to Special by-law 44	139
45.	Bike racks and bicycles in lifts (formerly special by-law 40)	140
46.	Fire Brigade call outs	141

A. DEFINITIONS AND INTERPRETATION

1. Interpretation

In these by-laws, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (c) a reference to a document, includes any amendment, replacement or novation of it;
- (d) all references to dollars, \$, cost, value and price are to Australian currency;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) a reference to an owner of a lot includes a reference to their executors, administrators, successors or permitted assigns;
- (g) any reference to legislation includes any amending or replacing legislation;
- (h) any reference to legislation includes any subordinate legislation or other instrument created there under;
- (i) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (j) a term defined in the *Management Act* or *Development Act* will have the same meaning; and
- (k) where no time is specified for compliance with an obligation of an owner or occupier of a lot under these by-laws, that owner or occupier must comply with that obligation promptly.

2. Definitions

In these by-laws, unless the context otherwise requires:

Access Key means any key issued by the owners corporation (including electronic swipe cards or fobs) utilised for gaining access to areas of common property of the strata scheme or World Tower, which areas are, in the absolute discretion of the owners corporation, to be accessible by an owner or occupier;

authorised users means a person on the lot or common property with the express or implied consent of an owner or occupier, other than an owner or occupier;

authority means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979* including any government, semi government, statutory, public or other authority having any jurisdiction over a lot;

building means the building(s) comprising the lots and common property constructed on the parcel;

building manager means the person engaged by the owners corporation as building manager;

common property means the common property in the strata plan;

Development Act means the *Strata Schemes Development Act 2015*;

lot means a lot in the strata scheme;

Management Act means the *Strata Schemes Management Act 2015*;

Management Regulation means the *Strata Schemes Management Regulation 2016*;

occupier means, in relation to a lot:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot;
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally; and
- (d) the director(s) or shareholder(s) of a corporate owner or occupier;

owner means, in relation to a lot:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

parcel means the land comprising the lots and common property the subject of the strata scheme;

strata committee means the strata committee of the owners corporation;

strata scheme means the strata scheme relating to the strata plan;

strata plan means strata plan number 72381;

World Tower means lots 801, 802 and 803 in Deposited Plan 1057924 located at 91 to 95 Liverpool Street, Sydney NSW.

3. Conflict

To the extent that any term of these by-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these by-laws will be read and be enforceable as if so consistent.

4. Liability for occupiers and authorised users

Except as otherwise provided in these by-laws:

- (a) the owner is liable for the acts and omissions of the occupier of their lot as if that occupier was that owner and that act or omission was the act or omission of that owner;
- (b) where an occupier has an obligation under these by-laws, the owner of that lot must ensure compliance by that occupier with that obligation and additionally (as a separate obligation) must use their best endeavours to ensure such compliance;
- (c) the owner and occupier of a lot must ensure that their authorised users comply with the obligations of owners or occupiers under these by-laws (so far as those obligations are capable of such application) as if those authorised users were owners and occupiers and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.

5. Discretion in exercising rights

The owners corporation and the strata committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

6. Partial exercise of rights

If the owners corporation, strata committee, an owner or an occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

7. Decision can be made by strata committee

Where any decision needs to be made by the owners corporation that decision may be made by the strata committee unless the decision would constitute a decision on any matter or type of matter that the owners corporation has determined in general meeting is to be decided only by the owners corporation in general meeting or is a decision which can only be made by the owners corporation in general meeting pursuant to the Management Act.

8. Remedies cumulative

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

1. NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES AND PARKING ARRANGEMENTS

Definitions

2.1 In this by-law:

Administration Fee means the sum of \$200 per day, or part thereof or such other amount as determined or incurred pursuant to this by-law by the strata committee from time to time.

motor vehicle means:

- (a) a motor vehicle within the meaning of the *Road Transport Act 2013*, and includes a caravan, boat trailer or other trailer (whether or not attached to such a vehicle), and
- (b) the remains of such a vehicle.

Prohibitions

- 2.2 An owner or occupier of a lot must not park or stand any motor vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
- 2.3 An owner or occupier of a lot must not park, stand, rest, leave or keep a motor vehicle in the visitors parking spaces.
- 2.4 An owner or occupier of a lot must not park, stand, rest, leave or keep a motor vehicle on a lot without approval of the owner or occupier of that lot.
- 2.5 An owner or occupier of a lot must not at any time enclose any car parking space forming part of the lot, alter or erect anything on such car parking space (unless authorised in writing and as required by the owners corporation).
- 2.6 A lot or any part of a lot designated for use for parking of any motor or other vehicle must be maintained free of any obstruction that would hinder access to or through any other lot or common property and without limitation must not be used for storage of furniture, goods or any other item, or be used to rebuild a vehicle or as a smash repair or mechanics shop.
- 2.7 A lot or any part of a lot designated for use for parking of any motor vehicle must not be sub-let to anyone other than another owner or occupier.

Contravention

- 2.8 If an owner or occupier does not comply with this by-law the owners corporation may:
 - (a) immobilise the motor vehicle by means of wheel clamps or any other device; or
 - (b) tow the motor vehicle to an available and unrestricted vehicle space whether internally or externally to the strata scheme;
- 2.9 If the owners corporation detains a motor vehicle in accordance with this by-law, it may:

- (a) impose on the person in charge of the vehicle an Administration Fee for the release of the motor vehicle;
- (b) place a sticker on the motor vehicle to indicate that the Administration Fee has been imposed; and
- (c) recover the Administration Fee as a debt from the person in charge of the motor vehicle if such fee is not paid prior to the end of one month after the date upon which the Administration Fee was imposed, and the expenses of the owners corporation incurred in recovering the Administration fee.

Obligation to provide information

- 2.10 An owner or occupier of a lot must provide to the owners corporation details of the registration number, make and model, and details of the person in charge of any motor vehicle that is driven from time to time on the common property by such owner or occupier or with the owner or occupier's permission.
- 2.11 The owners corporation may maintain a register of the information provided to it pursuant to clause 2.10 for the purposes of administering this by-law and may supply that information to any person who appears to have a proper interest in obtaining that information.

Agreement and consent

- 2.12 An owner or occupier of a lot, and any other person in charge of a motor vehicle entering onto the common property or a lot, agrees with the owners corporation that each such person:
 - (a) consents to the owners corporation or the owner of the relevant lot immobilising the motor vehicle in the event that it is stationary in contravention of this by-law;
 - (b) consents to the owners corporation and the relevant owner of the lot detaining the motor vehicle by means of wheel clamps or by means of any other device in the event that it is stationary in contravention of this by-law;
 - (c) agrees that he or she will pay, on demand, the Administration Fee for the release of the motor vehicle; and
 - (d) warrants that he or she is entitled to give the consents and to enter into agreements contained herein.
- 2.13 Any person who drives a motor vehicle onto the common property or a lot, or is in charge of a motor vehicle which is stationary on the common property or a lot, acknowledges that there is an agreement or arrangement in force pursuant to this by-law between such person and the owners corporation and all owners and occupiers of lots that the owners corporation and each relevant owner or occupier is entitled to immobilise any motor vehicle which is stationary in contravention of this by-law and to detain each such vehicle until such time as the Administration Fee provided by this by-law is paid to the owners corporation.
- 2.14 The consents and agreements contained in this by-law are intended to have operation under sections 651B and 651C of the *Local Government Act 1993*.
- 2.15 This by-law does not in any way affect any other rights that the owners corporation may have including pursuant to section 125 of the *Management Act* or clause 34 of the *Management Regulation*.

Rights

- 2.16 The owners corporation has the right to erect signs on the common property for the purpose of regulating parking within the strata scheme and of informing owners, occupiers, authorised

users and any other persons (including trespassers) that this by-law and consent under sections 651B and 651C of the *Local Government Act 1993* are in force.

Authority to delegate and enter into agreements

- 2.17 The owners corporation shall have the power and authority to delegate its authority to administer this by-law and to enter into agreements for the administration of this by-law.

3. OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE AND USE OF COMMON PROPERTY

- 5.1 An owner or occupier of a lot must not:

- (a) leave anything on common property;
- (b) alter, or attach any item, to common property;
- (c) damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation or strata committee;

- 5.2 This by-law does not prevent an owner or person authorised by an owner from carrying out cosmetic work or installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

- 5.3 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- 5.4 The owner of a lot must:

- (a) despite section 106 of the Management Act maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5.2 that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.2 that forms part of the common property and that services the lot.

- 5.5 Except with the prior approval of the owners corporation, an owner or occupier must not deposit or throw on the common property any rubbish, dirt, dust, cigarette or any other materials.

6. BEHAVIOUR OF OWNERS, OCCUPIERS AND AUTHORISED USERS

Definitions

6.1 In this by-law:

Antisocial Behaviour means assault, bullying, harassment, abuse, intimidation, destruction of property, littering, disorderly conduct, theft, cruelty to animals, law breaking, creating a nuisance, or such other like menace or offensive behaviour.

6.2 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

6.3 An owner or occupier of a lot must not engage in Antisocial Behaviour on common property or otherwise behave in a manner which interferes with the peaceful enjoyment of the owner or occupier of another lot or to any person lawfully using common property.

6.4 An owner or occupier of a lot must take all reasonable steps to ensure that authorised users of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that authorised users comply with clauses 6.2 and 6.3.

6.5 An owner or occupier of a lot must take all reasonable steps to ensure that authorised users do not engage in Antisocial Behaviour or otherwise behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

6.6 If an owner or occupier witnesses Antisocial Behaviour by any person (including the owners corporation's agents and/or contractors) on common property or within shared facilities in the building, the owner or occupier must immediately notify the strata managing agent and/or building manager including providing details of the behaviour witnessed being the date, time and the description of the person engaging in the Antisocial Behaviour.

7. CHILDREN PLAYING ON COMMON PROPERTY

7.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

7.2 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

8. EXTERNAL APPEARANCE AND WASHING

8.1 An owner or occupier of a lot must not, without the prior written consent of the owners corporation, maintain within the lot anything which is visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

8.2 An owner or occupier of a lot must not, without the prior written consent of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the

parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for that purpose and there only for a reasonable period.

9. CLEANING OF WINDOWS AND DOORS

- 9.1 Except in the circumstances referred to in clause 9.2, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 9.2 The owners corporation is responsible as it sees fit for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

10. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 10.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 10.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

11. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- 11.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless a booking has been made with the strata committee and/or strata managing agent and/or building manager in writing at least 24 hours prior to the moving taking place for the purposes of:
- (a) booking the lift;
 - (b) ensuring the lift covers are in place; and
 - (c) giving notice of any necessary security arrangements;
- 11.2 The transportation of furniture or large objects must only be carried out during the following times:
- (a) Mondays to Saturdays 9:00 am to 4:00 pm;
 - (b) not permitted on Sundays;
- 11.3 The strata committee may determine that all furniture and large objects are to be transported through or on the common property (whether in the building, or not) in a specified manner.
- 11.4 Furniture and large objects are not permitted to be transported through the front foyer at any time.
- 11.5 The strata committee may determine that an owner or occupier of a lot must pay to the owners corporation an amount of \$500 (or such other amount as reasonably determined by the strata committee) as follows:
- (a) to be held by the owners corporation as a bond during the moving of furniture and other large objects;
 - (b) to be applied by the owners corporation towards the cost of rectifying any damage to any part of the common property including the foyers and lifts and the cost of providing any necessary security arrangements; and

- (c) to be refunded to the owner or occupier in whole or, if any part of the bond is applied pursuant to this by-law, then the balance;

12. FLOOR COVERINGS (PREVIOUSLY SPECIAL BY-LAW 1 PASSED 8 DECEMBER 2008 AS AMENDED)

A. Definitions

12.1 In this by-law:

Commencement Date means 15th December 2008 (Adjourned AGM date).

Non-Carpet Floor Covering means a floor covering on the lower boundary of a lot (other than a kitchen, laundry, lavatory or bathroom) other than carpet, including but not limited to parquetry, tiles, cork and marble.

B. Application of by-law

12.2 This by-law applies to all Non-Carpet Floor Coverings installed or laid by the owner.

C. Prohibition

12.3 After the Commencement Date an owner must not install or lay a Non-Carpet Floor Covering in the owner's lot unless the owner complies with the conditions specified in paragraph E.

12.4 An owner must not retain a Non-Carpet Floor Covering in the owner's lot that was installed or laid before the Commencement Date unless the owner complies with the conditions specified in paragraph F.

D. Rights

12.5 Subject to the conditions in paragraphs E and F, owners are granted a special privilege to lay and maintain Non-Carpet Floor Coverings at the lower boundaries of their lots.

E. Conditions for new non-carpet floor coverings

12.6 After the Commencement Date an owner may install or lay a Non-Carpet Floor Covering in that owner's lot on condition that the owner:

- (a) obtains the permission in writing of the owners corporation before any work is carried out in relation to the Non-Carpet Floor Covering;
- (b) pays a bond of an amount to be determined by the strata committee from time to time;

Works

12.7 When carrying out works in relation to the Non-Carpet Floor Covering:

- (a) protects all areas of the common property from damage;
- (b) does not disturb the peaceful enjoyment of the owner or occupier of another lot; and
- (c) promptly removes all debris resulting from works.

Noise

- 12.8 Ensures that the LnTw of the floor after the Non-Carpet Floor Covering has been installed is 50 or less when carried out and calculated according to the requirements of ISO 140-7:2006 and ISO 717-2:2004.
- 12.9 Provides to the owners corporation at the owner's expense within 14 days after the Non-Carpet Floor Covering has been installed with a certificate of compliance confirming the acoustic rating and noise attenuation is within the prescribed standard.

Maintenance

- 12.10 Properly maintains and keeps the common property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair.
- 12.11 Properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time.

Cost

- 12.12 Pays all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

F. Conditions for existing Non-Carpet Floor Coverings

- 12.13 An owner may retain a Non-Carpet Floor Covering in that owner's lot that was installed before the Commencement Date on condition that the owner either:
 - (a) had previously obtained the permission of the owners corporation to install the Non-Carpet Floor Covering and had complied with any conditions specified in that approval; or
 - (b) provides to the owners corporation at the owner's expense within 14 days after the Non-Carpet Floor Covering has been installed with a certificate of compliance confirming the acoustic rating and noise attenuation is within the prescribed standard.

Maintenance

- 12.14 Properly maintains and keeps the common property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair;
- 12.15 Properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time.

Cost

- 12.16 Pays all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

G. Notification and approval procedure

- 12.17 After receiving a request under clause 12.6 or a notification under clause 12.13(b) in relation to a lot, the owners corporation must notify the owners of all adjoining Lots (both horizontally and vertically) that it has received such a request or notification.
- 12.18 The owners corporation must not grant an owner permission to install or lay a Non-Carpet Floor Covering until at least 14 days after notifying the Owners of adjoining lots in accordance with clause 12.17.

13. DISPOSAL OF WASTE

- 13.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust, cigarette or other material or discarded item except with the prior written approval of the owners corporation.
- 13.2 An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- 13.3 An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 13.4 The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

14. KEEPING OF ANIMALS

- 14.1 An owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property.
- 14.2 An owner or occupier of a lot who, at the time of making this by-law, already has prior written approval of the owners corporation to keep an animal on the lot, and so keeps that animal, may continue keep that animal on the lot.
- 14.3 If an existing animal is kept on a lot by an owner or occupier with written approval of the owners corporation, such approval only extends to that animal and not any replacement animal, in which case further prior written approval of the owners corporation to keep the animal on the lot or common property is required.
- 14.4 A person that is not an owner and seeks approval to keep an animal on the lot, must when applying for the prior written approval of the owners corporation, provide to the owners corporation written approval for the keeping of the animal on the lot signed and dated by the owner of the lot.
- 14.5 The owners corporation may, in determining an application for written approval to keep an animal on a lot or common property:
- (a) act in its own absolute discretion in deciding whether to approve or not approve the application;
 - (b) approve it unconditionally or impose conditions;
 - (c) disregard its previous decisions.
- 14.6 If an owner or occupier of a lot keeps an animal on the lot in accordance with the written approval of the owners corporation, the owner or occupier must:
- (a) keep the animal within the lot;
 - (b) supervise the animal whenever it is on common property;

- (c) take any action necessary to immediately clean all areas of the lot or common property that are soiled by the animal.

14.7 The owners corporation or strata committee may in its absolute discretion revoke an approval if:

- (a) an owner or occupier does not comply with any conditions of approval;
- (b) it is of the opinion that the animal causes a nuisance or hazard to the owner or occupier of another lot or unreasonably interferes with the use or enjoyment of another lot or the common property

and in such case an owner or occupier must remove the animal within 14 days, and keep the animal away, from the lot and common property.

14.8 If an owner or occupier of a lot fails to comply with any obligation under this by-law, the owners corporation may:

- (a) request in writing that the owner or occupier comply with the terms of it, or enforce it against any owner or occupier of that lot (whichever is applicable), including taking the appropriate legal action;
- (b) recover the costs (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the owner or occupier of a lot as a debt and such debt, if not paid at the end of one month after becoming due and payable, will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

15. NOTICEBOARD

15.1 The owners corporation must cause a noticeboard to be affixed to some part of the common property.

16. PRESERVATION OF FIRE SAFETY

An owner or occupier of a lot must not do anything or permit any authorised users to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the building.

17. SWIMMING POOL

17.1 In this by-law:

swimming pool means the pool, spa, sauna and pool area.

17.2 An owner or occupier must:

- (a) not use the swimming pool and its surrounds between the hours of 10.00pm and 6.00am (or such times as may be determined by the strata committee from time to time);
- (b) ensure that their authorised users do not use the swimming pool or its surrounds unless that owner or occupier or another owner or occupier accompanies them;
- (c) ensure that children are not in or around the swimming pool unless accompanied by an adult owner or occupier exercising effective control over them;
- (d) ensure that glass containers or receptacles of any type are not taken to (or allowed to remain in) the swimming pool or its surrounds;

- (e) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the swimming pool by other persons;
 - (f) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water in the pool;
 - (g) at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds;
 - (h) be adequately clothed and dry when leaving or entering the swimming pool area of the building;
 - (i) not smoke, eat, drink or consume alcohol in the swimming pool or its surrounds;
 - (j) not use balls, boogie boards or large inflated objects in the swimming pool;
 - (k) not use the swimming pool for commercial or business purposes;
 - (l) comply with any rules that the strata committee may add or vary with respect to the use of the swimming pool and its surrounds from time to time.
- 17.3 To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the strata scheme do so at their own risk.
- 17.4 An owner of a lot who is not an occupier of a lot is not permitted to use the swimming pool unless they are an occupier or invitee of another owner of a lot.

18. GYMNASIUM

- 18.1 An owner or occupier must:
- (a) not use the gymnasium between the hours of 10.00pm and 6.00am (or such times as may be determined by the strata committee from time to time);
 - (b) not allow unauthorised persons to use the gymnasium;
 - (c) not make or cause excessive noise when using the gymnasium;
 - (d) remain adequately clothed when using the gymnasium;
 - (e) ensure that children are not in the gymnasium unless accompanied by an adult owner or occupier exercising effective control over them;
 - (f) comply with any rules that the strata committee may add or vary with respect to the use of the swimming pool and its surrounds from time to time.

19. AIR CONDITIONING

- 19.1 In this by-law:
- Air Conditioning System** means any air conditioning compressor or fan together with associated pipes and electrical wiring located within the lot but excludes ventilation ducting which may be contained within the lot and in the adjacent common property.
- 19.2 An owner or occupier must not install any Air Conditioning System unless the style, type, design, specification and capacity has been approved by the owners corporation.

- 19.3 An owner of a lot must properly maintain and keep the common property to which their Air Conditioning System (if any) is erected or attached in a state of good and serviceable repair.
- 19.4 An owner of a lot must properly maintain and keep their Air Conditioning System in a state of good and serviceable repair and must replace the Air Conditioning System as required from time to time.
- 19.5 An owner of a lot must maintain any air conditioning facilities or equipment that is within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace the facilities or equipment whenever necessary.
- 19.6 Without limiting the generality of this by-law, the owner of a lot must have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

20. BALCONIES

- 20.1 An owner or occupier of a lot may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:
- (a) it will not cause damage, or is not likely to cause damage; or
 - (b) it is not dangerous, a nuisance or hazard.
- 20.2 The owners corporation may require an owner or occupier of a lot, at their expense, to remove items from the balcony or terrace if the appearance of the lot is not in keeping with the rest of the building.
- 20.3 If there are planter boxes on a balcony or terrace of a lot, the owner or occupier must:
- (a) properly maintain the soil and plants in the planter boxes; and
 - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.
- 20.4 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

21. CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED

- 21.1 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- 21.2 Without limiting clause 21.1, a change of use that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes) must be notified.
- 21.3 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

22. COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- 22.1 An owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 22.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

23. OVERCROWDING

- 23.1 An owner and occupier of a lot must not allow the number of adult persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

- 23.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation of the lot ("tenancy agreement") a clause in the tenancy agreement which has the effect of this by-law.
- 23.3 This by-law does not apply to an owner of a lot who actually occupies the lot and if the adult persons are related to each other in the manner prescribed in clause 36 of the Management Regulation.

24. SHORT TERM LETTING

Definitions and Interpretation

- 24.1 In this by-law:

Bedroom means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval;

Council means the City of Sydney Council;

DCP means the Sydney Development Control Plan 2012;

EPA Act means the Environmental Planning and Assessment Act 1979 (NSW);

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise.

LEP means the Sydney Local Environment Plan 2012;

Lot means all lots in Strata Plan 72381;

Occupier means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by registration of strata plan 72381;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Strata Scheme means the strata scheme constituted on registration of Strata Plan 72381;

Tourist and Visitor Accommodation means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:

- (a) backpackers' accommodation (as defined in the LEP);
- (b) bed and breakfast accommodation (as defined in the LEP);
- (c) hotel or motel accommodation (as defined in the LEP);
- (d) serviced apartments (as defined in the LEP);

Zone means Zone B8 - Metropolitan Centre pursuant to the LEP.

24.2 In this by-law:

- (a) a word which denotes the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

24.3 To the extent that any term of this by-law is inconsistent with the Act, or any other Act or law, it is to be severed and the remainder of the terms of the by-law are to remain in force and enforceable.

Zoning requirements

24.4 The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP apply;
- (b) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
- (c) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.

24.5 If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:

- (a) an Owner or Occupier may be prosecuted by Council and be liable for fines;
- (b) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

Prohibited use

24.6 An Owner or Occupier of a Lot must:

- (a) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
- (b) only use their Lot for its approved use;
- (c) not use their Lot for any purpose that is prohibited or not permitted by Law;

- (d) not enter into an arrangement with an Occupier that involves occupation of the Lot for less than 3 months unless they have development consent from the Council to use the Lot for Tourist and Visitor Accommodation or otherwise than for residential purposes;
- (e) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation, or otherwise for occupation for less than 3 months, unless they have consent from the Council to use the Lot (or Lots) for that purpose.
- (f) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the owners corporation and the Council;
- (g) not use any room, or area within a Lot, as a bedroom unless such room is a Bedroom.

Owners required to provide information

- 24.7 Without in any way limiting section 139(2) of the *Management Act*, where an Owner or an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) of the Lot must notify the Owners Corporation prior to the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:
- (a) the full name of the Occupier;
 - (b) the date of commencement of the occupation of the Lot by the Occupier;
 - (c) the term of the occupation.
- 24.8 An Owner of a Lot, or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide details of all Occupiers residing in the respective Lot at any given time (including a copy of any lease, sub-lease, licence or sub-licence), to the Owners Corporation prior to the respective Occupier occupying the Lot and upon demand.
- 24.9 If an Occupier leases or sub-leases or sub-licenses a Lot (or any part of a Lot), the lessor, sub-lessor or sub-licensor (as the case may be) must provide to the Owners Corporation, prior to the respective lessee, sub-lessee or sub-licensee occupying the Lot, written consent signed by the Owner (not the Owner's agent) of the Lot to the lease, sub-lease or sub-licence and a copy of the lease, sub-lease or sub-licence with the lessee's, sub-lessees or sub-licensees name clearly identified.
- 24.10 An Owner or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

Recovery of costs

- 24.11 If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
 - (b) notify Council of any breach by the Owner or Occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action; and

- (c) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a Lot as a debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

25. COMPLIANCE WITH ZONING REQUIREMENTS (INCLUDING FOR THE CONDUCT OF BROTHELS OR OTHER LIKE PURPOSES) (FORMERLY SPECIAL BY-LAW 12 PASSED 23 NOVEMBER 2009 NOW AMENDED)

Definitions

25.1 In this by-law:

- (a) **Brothel** means a premises used for the purposes of prostitution by one or more prostitutes.
- (b) **Council** means City of Sydney Council.
- (c) **DCP** means the City of Sydney Adult Entertainment and Sex industry Premises Development Control Plan 2006.
- (d) **EPA Act** means the Environmental Planning and Assessment Act 1979.
- (e) **Exempt and Complying Codes** means State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and any subsequent amendment.
- (f) **LEP** means the Sydney Local Environment Plan 2012.
- (g) **Prostitution** means sexual acts or sexual services engaged in return for payment or reward.
- (h) **Sexual Services** means sexual acts or sexual services in exchange for payment.
- (i) **Zone** means Zone B8 - Metropolitan Centre pursuant to the LEP

Zoning Requirements

25.2 The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP applies;
- (b) a Brothel must not be located within a building containing a residential use;
- (c) development for the purpose of conducting a Brothel requires development consent of Council pursuant to Part 4 of the EPA; and
- (d) Council has the responsibility for enforcing the LEP, DCP and the relevant provisions of the EPA Act.

25.3 The conduct of a Brothel is a purpose which is prohibited in the strata scheme by virtue of the LEP, DCP and EPA Act.

25.4 If a brothel is conducted in a lot in breach of the restrictions imposed pursuant to the LEP, DCP and the EPA Act:

- (a) an owner can be prosecuted by the Council and may thereafter receive substantial fines; and
- (b) an owner may be restrained by a Court order from using a Lot for such purposes.

Prohibitive Use

25.5 An owner or occupier of a Lot must:

- (a) not use the respective lot as a Brothel;
- (b) ensure that the respective lot is not used for any purpose that is prohibited by law;
- (c) ensure that the respective lot is not occupied by more persons than are allowed by law to occupy the lot;
- (d) not carry on an occupation from the respective lot which involves the employment of persons other than the owner or occupier of the lot (where such occupation is lawful);
- (e) not exhibit any notice, advertisement or sign or permit or authorise any agent, servant or contractor to exhibit any notice, advertisement or sign, that the lot is available for any purpose, occupation or use which is contrary to the LEP, DCP, EPA Act or this by-law.

25.6 A use may be prohibited pursuant to the LEP, DCP, the EPA Act and this by-law as a result of the nature of that use notwithstanding that an owner or occupier conducting a specific use purports to operate it under the guise of exempt or complying development pursuant to the Exempt and Complying Development Codes and may be prosecuted or restrained by a Court order in the manner set forth in paragraph 25.4.

Right to Remedy Default

25.7 If an owner or occupier of a lot fails to comply with this by-law, then the owners corporation may:

- (a) request, in writing, that the owner or occupier comply with the terms of it, or enforce it against any owner or occupier of the respective lot (whichever is applicable) including taking the appropriate legal action;
- (b) notify Council of any breach by the Owner or occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action;
- (c) recover the costs (including any legal costs) of taking any action pursuant to paragraphs 25.7(a) and 25.7(b) hereof from the owner notwithstanding that the occupier of the Lot is in default, such costs if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%; and
- (d) recover as a debt any costs payable by an owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

25.8 The owners corporation may take action against an Owner or occupier pursuant to paragraph 25.7 hereof notwithstanding that the owner or occupier conducting a use which is prohibited pursuant to the LEP, DCP, EPA Act or this by-law purports to operate that use under the guise of exempt or complying development pursuant to the Exempt and Complying Development Codes.

26. SECURITY IN THE STRATA SCHEME

26.1 An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without limitation, an owner or occupier of a lot

must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

26.2 The owners corporation may take all reasonable steps to:

- (a) ensure the security of the parcel from intruders;
- (b) preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards;
- (c) for the proper control and administration of those areas.

26.3 And if it considers it necessary or desirable may, without limitation,

- (a) close off or restrict by means of security devices access (on either a temporary or a permanent basis) to any part of the common property not required for access to a lot; or
- (b) permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of a parcel, either solely or in conjunction with any other parcel; or
- (c) restrict by means of security key the access of owners and occupiers of lots on one level of the building to any other level of the building; or
- (d) if the owners corporation restricts the access of owners and occupiers of lots under this by-law, the owners corporation may make available to owners of lots the number of security devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any security device (as determined from time to time by the strata committee); or
- (e) an owner or occupier of a lot must promptly notify the owners corporation if a security device is lost or destroyed.

27. ACCESS KEYS (FORMERLY BY-LAW 31 AMENDED ON 23 NOVEMBER 2009 AND NOW AMENDED)

Definitions

27.1 In this By-Law the following terms are defined to mean:

Bond means the sum of \$200.00 or such other amount as determined or incurred pursuant to this by-law by the strata committee or the owners corporation from time to time.

Restriction of access to common property

27.2 The owners corporation, acting in its absolute discretion, may:

- (a) restrict access to any part of the common property;
- (b) give to an owner of a lot an Access Key to any part of the common property which it determines may be accessible by an owner or occupier in the strata scheme; and
- (c) subject to paragraphs 27.7 and 27.8 hereto, make an additional number of Access Keys available to an owner provided that the owners corporation is satisfied that any additional Access Key will not be used for a purpose which contravenes this by-law.

Issuing Access Keys

- 27.3 Subject to paragraph 27.2(b) hereto, the Owners Corporation will make available to an Owner of a Lot, free of charge, two (2) Access Keys per bedroom which is contained within the respective lot.
- 27.4 An owner may apply to the owners corporation for a replacement Access Key where any Access Key which has been Issued to the owner is damaged or misplaced.
- 27.5 Where the owners corporation accepts an application for and issues a replacement Access Key to an owner, the owners corporation may deactivate (where applicable) any Access Key which has been misplaced or damaged.
- 27.6 Prior to issuing any Access Key to an owner of a lot, the owner agrees to provide access to the owners corporation or its agents or contractors (upon reasonable notice being given by the owners corporation) to the respective lot for the purpose of enabling the owners corporation to inspect the number of bedrooms which are contained within the particular lot.
- 27.7 The owners corporation may charge an owner of a lot a fee for the cost and administration of any replacement or additional Access Key issued to the owner pursuant to this by-law.
- 27.8 The owners corporation may charge a Bond for any Access Key issued to an owner pursuant to this by-law, which amount shall be refunded to the owner upon the return of the Access Key by that owner to the owners corporation subject to any amount which may be deducted from the Bond pursuant to paragraphs 27.7 and 27.11(b) hereto.

Conditions

- 27.9 An owner or occupier of a lot must:
- (a) not, under any circumstances, duplicate any Access Key;
 - (b) take care not to misplace or damage any Access Key;
 - (c) not, without the written approval of the owners corporation, hand an Access Key to any person who is not in lawful occupation of the lot or hand to a person for a purpose which contravenes by-law 23;
 - (d) comply with any audit which is being conducted by the owners corporation in relation to the issuing of Access Keys.
- 27.10 An owner of a lot must:
- (a) apply in writing to the owners corporation to be issued with any Access Key pursuant to paragraphs 27.2(c), 27.3 or 27.4 hereto;
 - (b) inform the Owners Corporation of the details of any occupier of the lot who is at any time in possession of an Access Key;
 - (c) ensure that any occupier who is lawfully provided with an Access Key returns the Access Key to the respective owner in the event that the occupier vacates the lot;
 - (d) subject to paragraph 27.10(b), return to the owners corporation any Access Key which is issued to the owner in the event that the owner transfers the lot to a successor in title of the said lot.
- 27.11 The owners corporation reserves the right to:

- (a) conduct regular audits of Access Keys and the persons to whom they have been issued or provided; and
- (b) deduct any amount including interest which is due and payable by an owner from any Bond which has been paid to it by the respective owner.

Ownership Rights

27.12 The owners corporation has ownership in:

- (a) any Access Key; and
- (b) any audit report, log, record or other documentation, whether in electronic form, relating to the administration and management of the issuance of Access Keys.

Right to remedy default

27.13 If the owner or occupier of a lot fails to comply with any obligation under this by-law, then the owners corporation may:

- (a) request, in writing, that the owner comply with the terms of it or enforce it against any occupier of the respective lot (whichever is applicable);
- (b) cancel any Access Key or modify any lock or device where the owner or occupier of the lot is using an Access Key for a purpose which contravenes this by-law and, where applicable, issue replacement Access Keys to any owner or occupier who is lawfully using an Access Key and is affected by the modification of any lock or device pursuant to this provision;
- (c) recover the costs of carrying out any work referred to in paragraph 27.13(b) hereof (including the issuance of new Access Keys) from the Owner notwithstanding the occupier of the Lot is in default, such costs if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%; and
- (d) recover as a debt any costs payable by an owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

28. MODIFICATION OF INTERCOM SYSTEM (FORMERLY SPECIAL BY-LAW 10 PASSED ON 23 NOVEMBER 2009 NOW AMENDED)

Preamble

- 28.1 The owners corporation desires to control and manage overcrowding in World Tower.
- 28.2 The by-laws include by-law 23 which imposes a limit on the number of occupants who may lawfully sleep overnight within a lot in the strata scheme at any given time.
- 28.3 The purpose of this by-law is to further control and manage overcrowding by restricting unauthorised entry and facilitating proper access to World Tower particularly in the circumstances where an occupier seeks to enter World Tower without an authorised Access Key.
- 28.4 The intercom system comprises of handsets which are individually located within each lot and are annexed to the common property (the handsets).

- 28.5 Each handset contains a front door and internal elevator activation mechanism (front door and elevator activation mechanisms) which, once activated, causes the front door and internal elevators to the World Tower to become automatically operational.
- 28.6 The Owners corporation shall be empowered pursuant to this by-law to deactivate the electrical wires, cables, service lines or other relevant devices which operate the front door and elevator activation mechanisms as a means of preventing overcrowding in SP73281.
- 28.7 The primary function of the intercom system, which is the security of the World Tower building, shall be retained.

Definitions

28.8 In this by-law:

- (a) **Activation Mechanisms** means the Intercom System devices including the service lines which automatically operate the front door and internal elevators to the Building, which devices are activated by Owners and Occupiers from a Handset.
- (b) **Building** means the building located at 91-95 Liverpool Street, Sydney and known as "World Tower".
- (c) **Handset** means a handset used for the purpose of communications with persons outside the Building and which is located within a Lot and attached to common property.
- (d) **Intercom System** means the intercom system for World Tower which is used as a method of communicating with persons external or internal to the Building and includes the Handsets, audio and audio-visual devices, service lines, Activation Mechanisms, and all other components utilised in the operation of the Intercom System.

Disabling of Intercom System

- 28.9 The owners corporation may deactivate the Activation Mechanisms contained within each Handset and the Intercom System.
- 28.10 An owner or occupier of a lot must not tamper or interfere with or reactivate any Activation Mechanisms.

Owners Fixture

- 28.11 For the avoidance of doubt, a Handset (excluding any Activation Mechanisms) is lot property, being the owner's fixture, and is the respective owner's duty to maintain and repair.
- 28.12 Where an owner of a lot intends to connect or disconnect to services or mark, drive nails or screws or the like, into common property as a result of maintaining, repairing, or replacing a Handset, the owner must apply in writing to the owners corporation for its prior written approval.
- 28.13 In maintaining, repairing or replacing a Handset in accordance with paragraph 28.12 hereto, the owner of a Lot must ensure that he or she appoints a licensed contractor approved by the owners corporation.

Liability

- 28.14 An owner of a lot shall be liable for any damage to common property arising as a result of the maintenance, repair or replacement by the respective owner or occupier of the lot of a Handset and shall be liable to pay any costs to rectify the said damage.

- 28.15 The owners corporation shall not be liable for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of it deactivating the Activation Mechanisms pursuant to this by-law.

29. DELIVERY OF PACKAGES (FORMERLY SPECIAL BY-LAW 7 NOW AMENDED)

Definitions

- 29.1 In this by-law:

Caretaker means the caretaker of World Tower Mid Rise and includes the building manager, security personal or any other staff member employed by the said caretaker or World Tower Mid Rise.

Package means any wrapped, boxed or enveloped object or group of objects including any goods, appliances, documentation or the like.

Reception Area means the Caretaker's reception area located on Level 38 of the building.

World Tower Mid Rise means lot 802 of World Tower.

Delivery of Packages

- 29.2 An owner or occupier of a lot must not leave or cause to be left at the Reception Area any Package of which the owner or occupier or any other owner or occupier is the intended recipient.
- 29.3 The Caretaker may, in its absolute discretion, refuse to accept any Package at the Reception Area which Package is intended for delivery to any owner or occupier in the building.

Disposal of Packages

- 29.4 Where a Package is left at the Reception Area or in the involuntary custody of the Caretaker, the Caretaker shall be entitled in its absolute discretion to:
- (a) return or forward such Package to its sender, Australia Post or to the local Police Station whichever is the most suitable addressee in the circumstances; or
 - (b) dispose of the Package.

Notification of by-law to occupiers

- 29.5 An owner of a lot has a duty to inform his or her occupiers of the respective lot that the terms of this by-law are in force.

Liability

- 29.6 In relation to any Package which has been left or caused to be left by an owner or an occupier in the custody of the Caretaker or at the Reception Area, the owners corporation or Caretaker will not be liable:
- (a) for the destruction or loss of such Package and the owner or occupier who leaves or causes it to be left at the Reception Area or in the custody of the Caretaker shall do so at his or her own risk; or
 - (b) to inform an owner or an occupier who is the intended recipient of the Package or the sender of such Package that it has been returned or forwarded to an addressee referred to in paragraph 29.4 hereto.

Indemnity

- 29.7 An owner or occupier of a lot shall indemnify the owners corporation against any costs incurred by it in having to arrange for the return or delivery of any Package which is left at the Reception Area or in the custody of the Caretaker to an addressee referred to in paragraph 29.4 hereto, which costs may include courier, postal or packaging charges (whether national or international) and Caretaker service fees.

30. COSMETIC WORK

Definitions

- 30.1 In this by-law:

cosmetic work means any work to a common area in the building in connection with an owner's lot for the following purposes:

- (a) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
- (b) installing any device used to affix decorative items to the internal surfaces of walls in the lot;
- (c) installing or replacing handrails;
- (d) painting;
- (e) filling minor holes and cracks in internal walls;
- (f) laying carpet;
- (g) installing or replacing built-in wardrobes;
- (h) installing or replacing internal blinds and curtains;
- (i) installing any locking or other safety device to improve safety within the lot;
- (j) installing any locking or other safety device for protection of the lot against intruders;
- (k) installing any screen or other device to prevent entry of animals or insects on the lot;
- (l) installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work;

non-cosmetic work means:

- (a) work that consists of minor renovations for the purposes of section 110 of the Management Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the *Management Act*;
- (b) work involving structural changes;
- (c) work that changes the external appearance of an apartment, including the installation of an external access ramp;
- (d) work that detrimentally affects the safety of an apartment or common area, including fire safety systems;

- (e) work involving waterproofing or the plumbing or exhaust system of a building;
- (f) work involving reconfiguring walls;
- (g) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,

Right to carry out cosmetic work

30.2 An owner may carry out cosmetic work without the approval of the owners corporation.

30.3 If an owner carries out cosmetic work, the owner must comply with the rules for cosmetic work specified in this by-law.

Rules for cosmetic work

30.4 During any cosmetic work the owner carries out, or which a person carries out on the owner's behalf, the owner must:

- (a) ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (b) make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (c) make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement;
- (d) ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times;
- (e) ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building;
- (f) ensure the cosmetic work does not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (g) ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
- (h) ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
- (i) make sure that no building materials are stored in a common area;
- (j) protect all areas of the building outside the owner's lot which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;

- (k) clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work;
- (l) ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work;
- (m) pay all costs associated with the cosmetic work.

30.5 An owner must:

- (a) properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work;
- (b) repair any damage caused to another lot or any common area by the carrying out of the cosmetic work in a competent and proper manner;
- (c) ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (d) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or the owner's breach of this by-law;
- (e) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

Breach of this by-law

30.6 If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach;
- (b) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying the breach; and
- (c) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

30.7 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Specification of additional cosmetic work

30.8 To avoid doubt, these by-laws specify additional work that is to be cosmetic work for the purposes of section 109 of the *Management Act*.

Decision of owners corporation not to maintain cosmetic work

30.9 To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by an owner; and
- (b) in the light of the obligations imposed on an owner in this by-law to maintain, renew, replace or repair any item of cosmetic work done by the owner, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

31. MINOR RENOVATIONS

Definitions

31.1 In this by-law:

minor renovations means any work to a common area in the building in connection with a lot for the following purposes:

- (a) renovating a kitchen;
- (b) renovating a bathroom in a manner that does not involve waterproofing;
- (c) renovating any other room in the lot in a manner that does not involve waterproofing or structural changes;
- (d) changing recessed light fittings;
- (e) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (f) installing or replacing wood or other hard floors;
- (g) installing or replacing wiring or cabling or power or access points;
- (h) installing or replacing pipes and ducts;
- (i) work involving reconfiguring walls in a manner that does not involve structural changes;
- (j) installing a rainwater tank;
- (k) installing a reverse cycle split system air conditioner;
- (l) installing double glazed windows;
- (m) installing a heat pump;
- (n) installing ceiling insulation;

but cannot include non-minor renovations.

non-minor renovations means:

- (a) work that consists of cosmetic work for the purposes of section 109 of the Management Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Management Act;

- (b) work involving structural changes;
- (c) work that changes the external appearance of a lot; including the installation of an external access ramp;
- (d) work involving waterproofing;
- (e) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979;
- (f) work that is authorised by a by-law made under section 108 of the *Management Act* or a common property rights by-law.

Minor renovations approval process

- 31.2 An owner may carry out, or permit another person to carry out on the owner's behalf, minor renovations with the approval of the owners corporation or strata committee.
- 31.3 If an owner wishes to carry out minor renovations the owner must make an application to the owners corporation in order to seek its approval of the minor renovations.
- 31.4 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 31.5 The application must contain:
 - (a) the owner's name, address and telephone number;
 - (b) the owner's lot and lot number;
 - (c) details of the minor renovations;
 - (d) drawings, plans and specifications for the minor renovations;
 - (e) an estimate of the duration and times of the minor renovations;
 - (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons;
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- 31.6 The owners corporation may request further information to supplement the information contained in the application but it must not act unreasonably when doing so.
- 31.7 The owners corporation may engage a consultant to assist it review an application.
- 31.8 The owners corporation may:
 - (a) approve the application either with or without conditions, or
 - (b) withhold approval of the application (but it must not act unreasonably when doing so).
- 31.9 An owner must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

Conditions for minor renovations

31.10 Before commencing the minor renovations, an owner must:

- (a) give the owners corporation at least 14 days' written notice. The written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations;
- (b) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
 - (i) licence;
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000;
 - (iii) workers compensation insurance policy (if required by law), and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law);
- (c) if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes;
- (d) if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), comply with by-law 12 – Floor coverings;
- (e) if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report;
- (f) if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation;
- (g) pay the reasonable costs of the owners corporation incurred in connection with considering or approving the application for minor renovations including any consultant's costs.

31.11 If an owner has not complied with any of the conditions set out in clause 31.10 the owner must not begin the minor renovations and if the owner has already begun the minor renovations the owner must immediately stop them.

31.12 During the minor renovations an owner must:

- (a) ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (b) make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (c) make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement;

- (d) ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times;
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building;
- (g) ensure the minor renovations and the owner's contractors do not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (h) ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
- (i) ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
- (j) make sure that no building materials are stored in a common area;
- (k) protect all areas of the building outside the owner's lot which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;
- (l) clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations;
- (m) minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption;
- (n) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect (and, if applicable, supervise) the minor renovations on reasonable notice;
- (o) ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (p) ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations;
- (q) not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee;

- (r) pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

31.13 After the minor renovations have been completed, an owner must:

- (a) promptly notify the owners corporation that the minor renovations have been completed;
- (b) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect the minor renovations on reasonable notice;
- (c) restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations;
- (d) if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards;
- (e) if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a kitchen, laundry, lavatory or bathroom), ensure compliance with by-law 12 – Floor coverings.

Enduring Obligations

31.14 An owner must:

- (a) properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations;
- (b) repair any damage caused to another lot or the common areas by the carrying out of the minor renovations in a competent and proper manner;
- (c) ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (d) ensure that any floor coverings installed or exposed in a lot during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom);
- (e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or the owner's breach of this by-law;
- (f) if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations;

- (g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

Bond

31.15 The owners corporation shall be entitled to apply the bond paid by an owner under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other lot during or as a result of the minor renovations; or
- (b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when an owner notifies the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

Breach of this by-law

31.16 If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach;
- (b) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the *Management Act* for the purpose of rectifying the breach; and
- (c) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

31.17 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Approvals

31.18 The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the *Management Act* to the strata committee.

Specification of additional minor renovations

31.19 To avoid doubt, these by-laws specify additional work that is to be a minor renovation for the purposes of section 110 of the *Management Act*.

Decision of owners corporation not to maintain minor renovations

31.20 To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by an owner pursuant to an approval granted under this by-law; and

- (b) in the light of the obligations imposed on an owner in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

32. MAJOR RENOVATIONS

Definitions

32.1 In this by-law:

major renovations means any work to a lot or a common area in the building in connection with a lot for the following purposes:

- (a) work involving structural changes such as the removal of the whole or part of a load bearing wall;
- (b) work that changes the external appearance of a lot, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of a lot;
- (c) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane;
- (d) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979;

but cannot include cosmetic work or minor renovations.

Major renovations approval process

32.2 An owner must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

32.3 If an owner wishes to carry out major renovations the owner must make an application to the owners corporation in order to seek its approval of the major renovations.

32.4 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

32.5 The application must contain:

- (a) the owner's name, address and telephone number;
- (b) the owner's lot and lot number;
- (c) details of the major renovations;
- (d) drawings, plans and specifications for the major renovations;
- (e) an estimate of the duration and times of the major renovations;
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

- 32.6 The application must also contain a motion and by-law generally in the form set out at the end of this by-law (with the blanks appropriately completed) and the owner's written consent to that by-law if the major renovations will involve alterations or additions to a common area.
- 32.7 The owners corporation may request further information to supplement the information contained in the application but it must not act unreasonably when doing so.
- 32.8 The owners corporation may engage a consultant to assist it review the application.
- 32.9 The owners corporation may:
- (a) approve the application either with or without conditions, or
 - (b) withhold approval of the application (but it must not act unreasonably when doing so).
- 32.10 If the major renovations will involve alterations or additions to a common area, and the owners corporation approves the application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with the application (or a substantially similar motion and by-law).
- 32.11 An owner must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

Conditions for major renovations

- 32.12 Before commencing the major renovations, an owner must:
- (a) give the owners corporation at least 14 days' written notice. The written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
 - (b) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
 - (c) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:
 - (i) licence;
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000;
 - (iii) workers compensation insurance policy; and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law);
 - (d) if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it;
 - (e) if the major renovations will involve changes to the floor coverings in the owner's lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, comply with by-law 12 – Floor Coverings;

- (f) if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report;
 - (g) if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation;
 - (h) pay the reasonable costs of the owners corporation incurred in connection with considering or approving the application for major renovations including any consultant's costs.
- 32.13 If an owner has not complied with any of the conditions set out in clause 32.12 the owner must not begin the major renovations and if the owner has already begun the major renovations the owner must immediately stop them.
- 32.14 During the major renovations an owner must:
- (a) ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used;
 - (b) make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
 - (c) make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement;
 - (d) ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times.
 - (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment.
 - (f) ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building;
 - (g) ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with;
 - (h) ensure the major renovations and the owner's contractors do not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
 - (i) ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
 - (j) ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
 - (k) make sure that no building materials are stored in a common area;

- (l) protect all areas of the building outside the owner's lot which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;
- (m) keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed;
- (n) clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations;
- (o) minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption;
- (p) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect (and, if applicable, supervise) the major renovations on reasonable notice;
- (q) ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (r) ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations;
- (s) not vary the major renovations without obtaining the prior written approval of the owners corporation;
- (t) pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations;

32.15 After the major renovations have been completed, an owner must:

- (a) promptly notify the owners corporation that the major renovations have been completed;
- (b) give the owners corporation's nominee (which may be its consultant) access to the lot to inspect the major renovations on reasonable notice;
- (c) if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of the lot (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation;
- (d) restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations;
- (e) if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that

the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it;

- (f) if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards;
- (g) if the major renovations involved changes to the floor coverings of the lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), ensure compliance with by-law 12 – Floor coverings.

Enduring Obligations

32.16 An owner must:

- (a) properly maintain the major renovations to the lot and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations;
- (b) repair any damage caused to another lot or the common areas by the carrying out of the major renovations in a competent and proper manner;
- (c) ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (d) if the major renovations involved changes to the floor coverings of the lot, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) and otherwise comply with by-law 12 – Floor Coverings;
- (e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or the owner's breach of this by-law;
- (f) if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations;
- (g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

Bond

32.17 The owners corporation shall be entitled to apply the bond paid by the owner under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other lot during or as a result of the major renovations; or
- (b) cleaning any part of the common area as a result of the major renovations;

and the owners corporation must refund the bond, or the remaining balance of it, when the owner notifies the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

Breach of this by-law

32.18 If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach;
 - (i) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach; and
 - (ii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

32.19 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Common Property Rights By-law

32.20 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the *Management Act* for or in relation to the owner's major renovations.

32.21 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for the owner's major renovations or otherwise, a separate by-law to be made under sections 108 or 143 of the *Management Act* for the owner's major renovations in accordance with clause 32.10.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and by-law for major renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* (Act) to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law and that notification of the change of by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar Generals Office:

Special By-Law No. [insert] - Major Renovations and Building Works (Lot [insert])

Introduction

1. This by-law gives the Owner the right to carry out the major renovations on the conditions of the major renovations by-law and this by-law.

Definitions

2. In this by-law:

Lot means Lot [number] in the Strata Scheme;

Owner means the owner for the time being of the Lot (being the current owner and all successors);

Major Renovations means the alterations and additions to the Lot and common property described in the Works;

Major Renovations by-law means special by-law no. [number] - major renovations as amended from time to time;

Strata Scheme means the strata scheme to which this by-law applies;

Works means [insert detailed description of the Works including by reference to a scope of works or plan(s) if applicable].

Authorisation for major renovations

3. The Owners Corporation grants the Owner:
 - (a) the authority to carry out the Major Renovations;
 - (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property; and
 - (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations on the conditions of this by-law.

Conditions

4. The Major Renovations by-law will apply to the Major Renovations.
5. The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations by-law with respect to the Major Renovations.

6. The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
7. The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations by-law with respect to the Major Renovations.
8. The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
9. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-law.

33. RECOVERY OF COSTS FOR DAMAGE

Liability and indemnity for damage to common property

- 33.1 If an owner of a lot or any of the owner's invitees, guests, family agents, servants, employees or contractors cause damage to or otherwise interferes with (whether wilfully or carelessly) the common property then such owner will be liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
- 33.2 If an occupier of a lot or any of the occupier's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the common property then such occupier will be liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
- 33.3 An owner of a lot is jointly and severally responsible and liable for any damage or interference (whether wilful or careless) to common property caused by its occupier or any of the occupier's invitees, guests, family, agents, servants, employees or contractors and is liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
- 33.4 The owners corporation may recover the cost of such damage or interference from the owner of a lot as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any court proceedings or steps to recover such costs and expenses from the said occupiers, invitees, guests, family or contractors.
- 33.5 The owner of a lot must indemnify the owners corporation against any costs and expenses incurred by the owners corporation in repairing damage or interference to common property that is caused by the owner or any of the owner's invitees, guests, family agents, servants, employees or contractors.
- 33.6 The occupier of a lot must indemnify the owners corporation against any costs and expenses incurred by the owners corporation in repairing damage or interference to common property that is caused by the occupier or any of the occupier's invitees, guests, family, agents, servants, employees or contractors.
- 33.7 The owner of a lot must indemnify the owners corporation against any costs and expenses incurred by the owners corporation in repairing damage or interference to common property that is caused by its occupier and any of its occupiers invitees, guests, family, agents, servants, employees or contractors.
- 33.8 An owner of a lot must ensure that they keep their lot property in a state of good and serviceable repair and where necessary replace and renew their lot property in order to ensure that their lot property does not cause damage to or otherwise interferes with the common property.
- 33.9 If an owner of a lot fails to maintain, repair, replace and renew their lot property and damage to or interference with the common property arises then such owner will be liable for all costs and expenses associated with the repair, replacement or renewal of the common property (including any repair to lot property that may be carried out in order to prevent further damage to the common property or a lot).

Failure to comply with this by-law

- 33.10 Any liability of an owner or occupier of a lot to pay costs and expenses under this by-law or to indemnify such costs and expenses is due and payable within 14 days of written demand or at the direction of the owners corporation. If such debt, is not paid within 14 days it will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

33.11 If an owner or occupier of a lot fails to comply with any obligation under this by-law, the owners corporation may recover as a debt its costs and expenses from the owner or occupier together with any interest payable and the legal costs and expenses of the owners corporation on an indemnity basis incurred in recovering those amounts.

33.12 Nothing in this by-law restricts the rights of or remedies available to the owners corporation as a consequence of a breach of this by-law.

34. SMOKING

34.1 An owner or occupier of a lot and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

34.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

34.3 An owner or occupier of a lot must not smoke, produce or manufacture any illegal substance on the common property or any lot.

35. STORAGE OF GOODS AND LOST PROPERTY (FORMERLY BY-LAW 17 PASSED 8 APRIL 2011 NOW AMENDED)

Definitions

35.1 In this by-law:

Building means the building located at 91-95 Liverpool Street, Sydney and known as "World Tower".

Lost Property means goods or items of personal property:

- (a) located on common property or on a Lot, of which the respective Owner or occupier of the Lot (whether previously or currently residing in the Building) or the Owners Corporation cannot readily identify as the rightful owner; or
- (b) belonging to a Lot Owner or occupier (whether previously or currently residing in the Building) which have been abandoned or discarded in contravention of this By-Law.

Recovery Fee means an administrative fee for the amount of \$7.50 or such other amount as determined from time to time by the Owners Corporation or its Executive Committee.

Store means a store or storage container on Levels 4, 5 or 6 of the strata scheme or any other part of a lot which is used for the storage of goods and which is located on a level in the Building being accessible to more than one lot owner.

Conditions

35.2 An owner or occupier of a lot must not:

- (a) store or abandon any item of personal property in a Store;
- (b) trespass on a Store; and
- (c) be responsible for the conversion or sale of any goods which are located in a Store which is located on another lot, without the relevant permission of the owner or occupier of that lot.

- 35.3 An owner or occupier of a lot must not store or abandon any item of personal property on common property without the written consent of the owners corporation.
- 35.4 An owner or occupier of a lot must not be responsible for the conversion or sale of any goods which are located on common property, notwithstanding the goods appear abandoned or have been discarded.
- 35.5 An owner or occupier of a lot must not be responsible for the conversion or sale of any goods (whether abandoned or not) in a Store which is on another lot, unless the owner or occupier of that lot has provided his or her prior consent to such transaction.
- 35.6 In addition to the requirements in by-law 10 an owner or occupier of a lot must not store any goods in a Store or keep items in a manner which poses a fire hazard or attracts vermin or pests to common property or any lot.
- 35.7 An owner or occupier of a lot must notify the owners corporation of Lost Property which is located in a Store on the respective lot or on common property.
- 35.8 An owner or occupier of a lot must provide access to the Store on the respective lot to the Owners Corporation to enable it to remove any Lost Property located therein.

Liability

- 35.9 The owner or occupier of a lot hereby acknowledges and agrees to keep items of personal property in a Store at his or her own risk.
- 35.10 The Owners Corporation shall incur no liability or responsibility for any damage or theft whatsoever occasioned to a Store or the contents of any Store installed on the lot.
- 35.11 The owners corporation shall not be liable to remove items of Lost Property from a Store on a Lot.
- 35.12 The owners corporation shall determine in its absolute discretion whether it will remove any item of Lost Property from a Store on a lot notwithstanding the owner or occupier of the respective lot has notified the owners corporation of the presence of the said Lost Property.

Rights

- 35.13 The owners Corporation shall be entitled to access a lot to remove any items of Lost Property located therein.
- 35.14 The owners corporation shall be entitled to remove, sell or dispose of Lost Property which has not been claimed by its rightful owner after three (3) months of the owners corporation coming into possession of the said Lost Property and recording the said Lost Property in the register referred to in paragraph 35.17 hereto.
- 35.15 The owners corporation may keep the proceeds from any sale of Lost Property pursuant to this by-law.

Notification

- 35.16 The owners corporation shall be entitled to erect signs on common property for the purpose of notifying owners, occupiers, invitees and other persons entitled to use shared facilities in the Building that this by-law is enforceable.
- 35.17 The owners corporation shall keep a register of Lost Property and shall notify owners and occupiers of the items contained therein from time to time for the purpose of reuniting Lost Property with its rightful owner.

- 35.18 Notification referred to in paragraph 35.17 shall be displayed on the notice board or in any other notice issued by the owners corporation to an owner or occupier.
- 35.19 The owners corporation shall notify owners and occupiers from time to time of the contact details of the person who shall be responsible for administering Lost Property.
- 35.20 Where the owners corporation proposes to access a lot to remove any items of Lost Property from therein, it must obtain the prior written consent of the owner of the respective lot.

Recovery of Lost Property

- 35.21 An owner or occupier must pay to the owners corporation the Recovery Fee when reclaiming items of Lost Property from it.
- 35.22 Where possible, the owners corporation shall use its best endeavours to reunite Lost Property with its rightful owner.
- 35.23 Where the owners corporation is unable to trace the rightful owner of Lost Property and the rightful owner does not claim such property from the Owners Corporation within three (3) months of the owners corporation recording the Lost Property in the register or in any notice pursuant to paragraph 38.17 hereto, the Lost Property shall be rendered abandoned and the owners corporation shall be the finder of that Lost Property.

Costs

- 35.24 An owner or occupier of a lot shall be liable for any costs incurred by the owners corporation in enforcing the terms of this by-law against the respective owner or occupier, or his or her respective invitee.
- 35.25 An owner of a lot shall be liable for any costs incurred by the owners corporation in enforcing the terms of this by-law against the occupier of the respective lot.
- 35.26 The costs referred to in paragraphs 35.24 and 35.25:
- (a) may include removal costs, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or notices relating to, or reporting on, any breaches hereto or to instigate, commence or continue any proceedings in a Court or Tribunal and any other reasonable costs expended by the Owners Corporation in enforcing the terms of this by-law against the said owner or occupier; and
 - (b) if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%.
- 35.27 The owners corporation may recover as a debt any costs payable by an owner or occupier pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

General

- 35.28 This by-law does not in any way affect any other rights that the owners corporation may have including pursuant to section 125 of the *Management Act* or clause 32 of the *Management Regulation*.

36. WINDOW SAFETY DEVICES

Definitions

36.1 In this by-law:

Access Notice means a notice issued upon an owner or occupier in accordance with this by-law;

Administrative Fee means the sum of \$200 or such other amount as determined or incurred pursuant to this by-law by the strata committee or owners corporation from time to time;

Window Safety Device means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Management Act and/or the Management Regulation.

Access to lots

36.2 The owners corporation is required to install at its cost Window Safety Devices to prescribed windows within the building.

36.3 In order to install, maintain and repair the Window Safety Devices and otherwise comply with its obligations under the *Management Act* and the *Management Regulation*, the owners corporation by its servants, contractors and agents requires access to lots.

36.4 If the owners corporation requires access to a lot for the purposes of discharging its duties under the *Management Act*, *Management Regulation*, or this by-law, the owners corporation shall give notice in writing to the owner and occupier that it requires access to the lot at least seven days' prior to the date on which it intends to exercise that access (except in cases of emergency).

36.5 An Access Notice shall:

- (a) be dated;
- (b) be issued upon the owner and occupier of the lot;
- (c) provide a date and time on which the owners corporation, its servants, contractors and agents proposes to access the lot (such time may be between a period of hours);
- (d) set out the purpose for which the owners corporation requires access to the lot;
- (e) set out the consequences of non-compliance with the Access Notice;

36.6 Upon receipt of an Access Notice:

- (a) the owner or occupier of the lot must provide access to the lot to the owners corporation, its servants, contractors and/or agents;
- (b) an owner who does not occupy the lot must arrange for access to the lot be provided to the owners corporation, its servants, contractors and/or agents.

36.7 An owner or occupier of a lot must not obstruct or hinder the owners corporation in the exercise of its functions under this by-law.

36.8 If subsequent to receipt of an Access Notice an owner or occupier of a lot fails to provide access to the owners corporation on the date and time stipulated in the Access Notice then the owners corporation may:

- (a) request in writing that the owner and/or occupier (whoever is in default) comply with this by-law; and
- (b) pursuant to section 146 of the *Management Act*, serve a notice on:
 - (i) the owner of the lot; or
 - (ii) an occupier of the lot,
- (c) charge the owner an Administration Fee to cover the owners corporation's administrative and service expenses incurred by it as a result of it issuing the Access Notice and attending the lot.

Obligation not to remove, interfere with, or damage Window Safety Device

- 36.9 An owner or occupier of a lot must not remove, interfere with or damage a Window Safety Device.
- 36.10 An owner (or, if the property is let to tenant(s), the owner's real estate or letting agent), or occupier of a lot must notify the owners corporation in writing immediately if a Window Safety Device has been removed, is inoperable, or is damaged.
- 36.11 If a Window Safety Device is damaged or removed by an owner or occupier of a lot or their visitor(s) or invitee(s) then the owner or occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device.

Recovery of costs and debt

- 36.12 The owners corporation is entitled to recover from an owner or occupier of a lot as a debt any costs, expenses (including legal costs), fees, and penalties it incurs (including but not limited to the Administration Fee) (**Debt**) by reason of an owner or occupier failing to comply with their obligations under this by-law (including the costs of repair or replacement of a Window Safety Device as contemplated by clause 36.11, not paid at the end of one month after the date the written notice is served (by post, email, facsimile or in person) on the owner or occupier providing details of the Debt (**Debt Notice**)).
- 36.13 If the Debt is not paid at the end of one month after the service of a Debt Notice then simple interest accrues on the Debt at the rate of 10% per annum.
- 36.14 If the Debt is not paid at the end of one month after the service of a Debt Notice then the owners corporation will be entitled to recover the Debt, interest and expenses (including legal costs on an indemnity basis) in recovering those amounts from the owner or occupier.

37. WORKS TO LOT 155 (FORMERLY SPECIAL BY-LAW 13 PASSED 10 NOVEMBER 2010)

Definitions

- 37.1 In this by-law, the following terms are defined to mean:
 - (a) **Act** means the Strata Schemes Management Act 1996.
 - (b) **Bond** means a bank cheque in the sum of \$20,000.
 - (c) **Building** means the building located at 93 Liverpool Street, Sydney.
 - (d) **Council** means the City of Sydney Council.
 - (e) **EPA Act** means the Environmental Planning and Assessment Act 1979.

- (f) **Exclusive Use Area** means the south and north facing windows in the winter garden on the Lot as depicted in a copy of Sheet 19 of the Strata Plan annexed hereto and marked "A"
- (g) **Lot** means Lot 155 in Strata Plan No. 72381.
- (h) **Management Plan** means a plan of management dealing with the methods of demolition and construction, and the transportation of building materials through the common property, which management plan shall include:
 - (i) duration of works;
 - (ii) hours of work;
 - (iii) compliance with directions and requirements of any statutory authority including Council;
 - (iv) protection to common property;
 - (v) cleaning of the Lot and common property;
 - (vi) repair of any damage to common property;
 - (vii) security of the Building; and
 - (viii) provision of amenities for the licensed contractor appointed by the Owner.
- (i) **Owner** means the owner of the Lot.
- (j) **Owners Corporation** means The Owners - Strata Plan No. 72381.
- (k) **Scope of Works** means a detailed schedule of Works proposed to be carried out by the Owner in respect of the Exclusive Use Area which schedule shall include reference to all affectations to common property comprised in, but not limited to, the roof, walls, floors, ceilings, joists, bearers and like structures and shall include a detailed schedule of finishes.
- (l) **Strata Scheme** means the strata scheme relating to Strata Plan No. 72381.
- (m) **Works** means the removal of existing glazing and the installation of two sash windows in the Exclusive Use Area and being in accordance with the Scope of Works dated 4 August 2010 prepared by G. James, Glass & Aluminium annexed hereto and marked "B", and the architectural Plans, being drawings numbered 889.1, 889.2 and 889.3 dated 18 August 2010 annexed hereto and marked "C".

37.2 Words importing:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes any gender.

37.3 Words defined in the Act have the meaning given to them in the Act.

37.4 A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Rights

37.5 Subject to 37.6 to 37.22 hereto the Owner shall have:

- (a) a special privilege in respect of the common property to carry out and keep the Works to and on the Lot and the common property;
- (b) the right of exclusive use and enjoyment of those parts of the common property occupied by the Works; and
- (c) a right of exclusive use and enjoyment of the Exclusive Use Area.

Conditions

Documentation

37.6 Prior to carrying out the Works, the Lot Owner shall submit to the Owners Corporation:

- (a) the Bond which shall be held by the Owners Corporation and returned to the Owner upon final approval of the Works by the Owners Corporation pursuant to paragraph 37.10 hereto less any cost for damage occasioned to the common property as a result of the Works or unpaid expenses of the Owners Corporation referred to in paragraphs 37.19 and 37.20 hereto. Any costs exceeding the aforesaid amounts will be invoiced separately to and be payable by the respective Owner;
- (b) specifications of the Works;
- (c) a detailed Scope of Works;
- (d) a detailed Management Plan;
- (e) completed plans of the Works which shall be professionally drawn and shall include floor plans and sections to clearly define all proposed alterations to the Lot and common property;
- (f) a report prepared by an engineer approved by the Owners Corporation certifying that the Works are suitable and will not negatively impact on the structural integrity of the Building;
- (g) copies of certificates of insurance for:
 - (i) Workers compensation insurance;
 - (ii) Home Owners Warranty Insurance pursuant to the Home Building Act 1989 (where required by law);
 - (iii) Contractor's all risk insurance; and
 - (iv) Public liability insurance for the amount of \$20,000,000;
- (h) evidence of the licence or certification and contact details of the contractor appointed by the Owner to carry out the Works who must be G. James Glass & Aluminium Pty Ltd, the original contractor who installed the existing windows and curtain walls in the Building;
- (i) a copy of the development application including the Statement of Environmental Effects, the development approval and any other written requirement imposed by Council or other statutory authority pursuant to the EPA Act in relation to the Works;

- (j) a copy of a wind loading assessment report; and
- (k) a copy of an updated Fire Safety Schedule.

37.7 The Owner and the Owners Corporation acknowledge and agree that the Owners Corporation will upon submission to it of the documents referred to in paragraph 37.6(a) to 37.6(k) of this by-law, execute applications for development and building consents as may be required pursuant to the EPA Act upon the request of the Owner and to take all reasonable further action to assist the Owner to obtain the relevant consents for the undertaking of the Works (if Council consent has not already been obtained).

Arrangements

37.8 Prior to carrying out the Works, the Owner shall make arrangements with the Executive Committee or Building Manager regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building; and
- (b) the suitable times and method for contractor's to park their vehicles whilst the Works are being conducted.

Performance of Works

37.9 In performing Works, the Owner must:

- (a) ensure that the Works are in keeping with the rest of the Building and shall use materials identical or similar to the existing materials contained within the Building including, but not limited to, the same aluminium sections, powder coating and glazing;
- (b) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (c) protect the Building both internal and external to the Lot from damage:
 - (i) by the Works;
 - (ii) by the installation or removal of the Works; and
 - (iii) by the transportation of construction material, equipment, debris and other material required to install and maintain the Works;
- (d) protect all common property areas likely to be affected by the Works in a manner reasonably acceptable to the Owners Corporation;
- (e) keep all areas of the Building outside the Lot clean and tidy;
- (f) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00am and 3.00pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7.30am and 5.00pm on Monday to Friday (inclusive) and from 8.00am to 1.00pm on Saturday (inclusive); and

- (g) provide to the Executive Committee at least 48 hours notification of any noisy building activities (referred to in paragraph 37.9(f) intended to be carried out by the Owner's contractors;
- (h) not carry out the Works on Sundays and/or public holidays;
- (i) keep the apartment door to the Lot, any balcony door or doors, and all windows, closed at all times whilst the Works are being conducted to prevent the egress of dust onto the common property;
- (j) lay protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot;
- (k) immediately arrange for the private removal of all building refuse from the Building (no building material or refuse of any kind is to be placed in the common property garbage facilities or other common property areas);
- (l) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- (m) ensure that the common property is cleared of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (n) keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times;
- (o) ensure that the contractors appointed by the Owner park their vehicles in the Owner's respective car space or in any designated area of common property as determined by Owners Corporation or the Executive Committee;
- (p) not vary the Works approved pursuant to this by-law without first obtaining the consent in writing from the Owners Corporation; and
- (q) ensure that the Works do not interfere with or damage the common property, or any lot or property of any other owner or occupier (other than as approved in this by-law) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Final Approval Upon Completion of Works

37.10 Upon completion of Works, the Owner must inform the Owners Corporation that the Works are complete and provide to the Owners Corporation:

- (a) access to the Lot (on one occasion), within a reasonable period of time after receiving a request for access, for the purpose of allowing the Owners Corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard and in accordance with this by-law;
- (b) final certification of the Works from an engineer approved by the Owners Corporation (where requested by the Owners Corporation);
- (c) an Occupation Certificate or other certificate issued by Council or other relevant statutory authority; and
- (d) such other documentation as the Owners Corporation may reasonably require;

for its final approval of the Works. The Owners Corporation may provide, subject to paragraph 37.22 hereof, to the Owner a written notice that the Works have been finally approved.

Licensed Contractor

37.11 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the Scope of Works, plans and specifications approved by Council and the Owners Corporation.

Statutory and other requirements

37.12 The Owner must comply with all requirements of the Owners Corporation, the Strata Scheme's by-laws and all directions, orders and requirements of all relevant statutory authorities including Council relating to the Works and shall be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.

37.13 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

Maintenance

37.14 The Owner must properly maintain and keep the common property and the Lot, to which the Works affect or are attached to, in a state of good and serviceable repair.

37.15 The Owner must properly maintain and keep the Works in a state of good and serviceable repair.

Liability

37.16 The Owner of the Lot is liable for any damage caused to any part of the common property, any Lot or other property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

37.17 The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any Lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the Works.

37.18 Without limiting the generality of paragraph 37.17, should the Owners Corporation be required to carry out work as specified in section 65 of the Act as a result of Works carried out by the Owner of a Lot, the Owner must indemnify the Owners Corporation against any liability or expense suffered by the Owners Corporation in rectifying any damage to the common property, any Lot or other property under this provision.

Cost of works

37.19 The Works and any works required to be undertaken by the Owners Corporation pursuant to this by-law are undertaken at the cost of the Owner.

Cost of By-Law, Approvals and Certification

37.20 The Owner shall indemnify the Owners Corporation for all reasonable costs incurred by it in considering any application made pursuant to this by-law, including convening any meetings to make this by-law, approving any plans, drawings, reports or other documents in relation to the Works, or obtaining certification of the Works if required to be carried out by the Owners

Corporation pursuant to this by-law (including legal costs) and will pay those amounts to the Owners Corporation upon demand.

Owner's Fixtures

37.21 The Works shall remain the Owner's fixtures.

Right to Remedy Default

37.22 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) request, in writing, that the Owner comply with the terms of it;
- (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work;
- (c) recover the costs of carrying out that work from the Owner.



A

4 August 2010

Alan Linklater
Linklater Associates Pty Ltd architects reg 2657
160 Chondos Street
Crows Nest 2065

Further to the information provided to Fabian at his inspection we comment on the issues raised in relation to the proposed by law and comment below.

15.1h Management Plan

- i Duration of work is approximately 2 days.
- ii Hours of Work will be within By Law generally from 7.00am to 3:30 pm Between Monday and Friday
- iii requirements to be advised for review
- iv Protection of common is not required
- v Any swarf will be removed from the unit
- vi This would need to be covered by insurance
- vii Security should not be required except to gain access to Unit, goods lift and roof for BMU
- viii Toilet amenities in the clients unit would need to be available if required

15.1h The scope of work

De-glace two vision panels as nominated on the drawings. Fit sash adaptors to the opening and fit two new glazed awning sashes to these two openings. Access to de-glace the existing window is to be from inside the unit and outside the unit utilising the BMU.

BMU and trained operator to be supplied for the duration of this work at the cost of the owner.

Materials required to be transported via the lifts are 2 awning sashes approximately 1500 high by 1150 wide approximately 31 kg each plus 8 lengths of sash adaptor approximately 1500 long and weighing 8 kg. Remove existing laminated safety glass 2 pieces approximately 1.5m x 1.15m approx 26 kg each. Suggest goods lift be used for transport to and from floor.

15.6h Specification

Wind Loads to comply with MEL consultants Wind Study Report
Translucent glass to match project glass type SS project glass
3mm clear annealed/ 0.38 translucent interlayer/ 0.38 grey interlayer/ 3mm clear annealed
Glass to comply with AS1288
Sash 1 to be G. James 265 commercial series sash.
Hardware to be a pair of Bristol BP26HD stainless steel awning stays
2 Restrictors to be fitted to limit opening to 125mm
Handles to be Interlock wedgeless window fasteners 330 LH and 331 RH (4 per sash)
Finish will be Dulux Duratec Powder Charcoal satin. This will be as close as possible to the original paint but will be a different batch and may appear different due to exposure of the existing finish.
Fixings will be 316 grade SS

G. James Glass & Aluminium Pty Ltd ABN 23 010 828 369
Sydney Glass Contracting Division
Building 126 Long Street Smithfield New South Wales 2164 Australia
PO Box 8987 Wetherill Park New South Wales 2164 Australia

Telephone: +61 2 8732 2422
Facsimiles: +61 2 8732 2432
Email: commercial@gjames.com.au
Website: www.gjames.com.au



15.6g Insurances

Workers Comp insurance attached certificate
Contractors all risk certificate
Public Liability insurance certificate
Home Owner warranty insurance is not required.

15.6h G.James and Licence

We are the original fabricator and contractor. Licence 142920C

15.7 Arrangements

We will need access to the loading dock and goods lift for delivery and removal of glass.

The process is not overly noisy so the constraints details in the By Law for hours of work are suitable.

15.8 Performance Of The Works

Similar sections will be used that will result in identical appearance to similar existing details on the project.


- a Materials can be man handled. Propose using goods lift to the floor.
- b No protection is proposed due to the nature of the delivery.
- c This is not required or included
- d This is not relevant to the proposed works.
- e These times are suitable
- f Notice to be provided by the owner
- g Constraint is acceptable
- h Constraint is acceptable
- i This is not proposed
- j The deglazed glass will be removed by us.
- k Some cordless drilling and screw driving will be required.
- l This is not proposed as the common property should not be affected.
- m This should only be affected when delivery and removal is undertaken.
- n We have 1 vehicle which will need to unload and pick up from the delivery dock.

Warranty

Our work is covered by a 7 year conditional warranty and is reliant on the product being maintained and used as detailed in the project specific Operation and Maintenance manual.

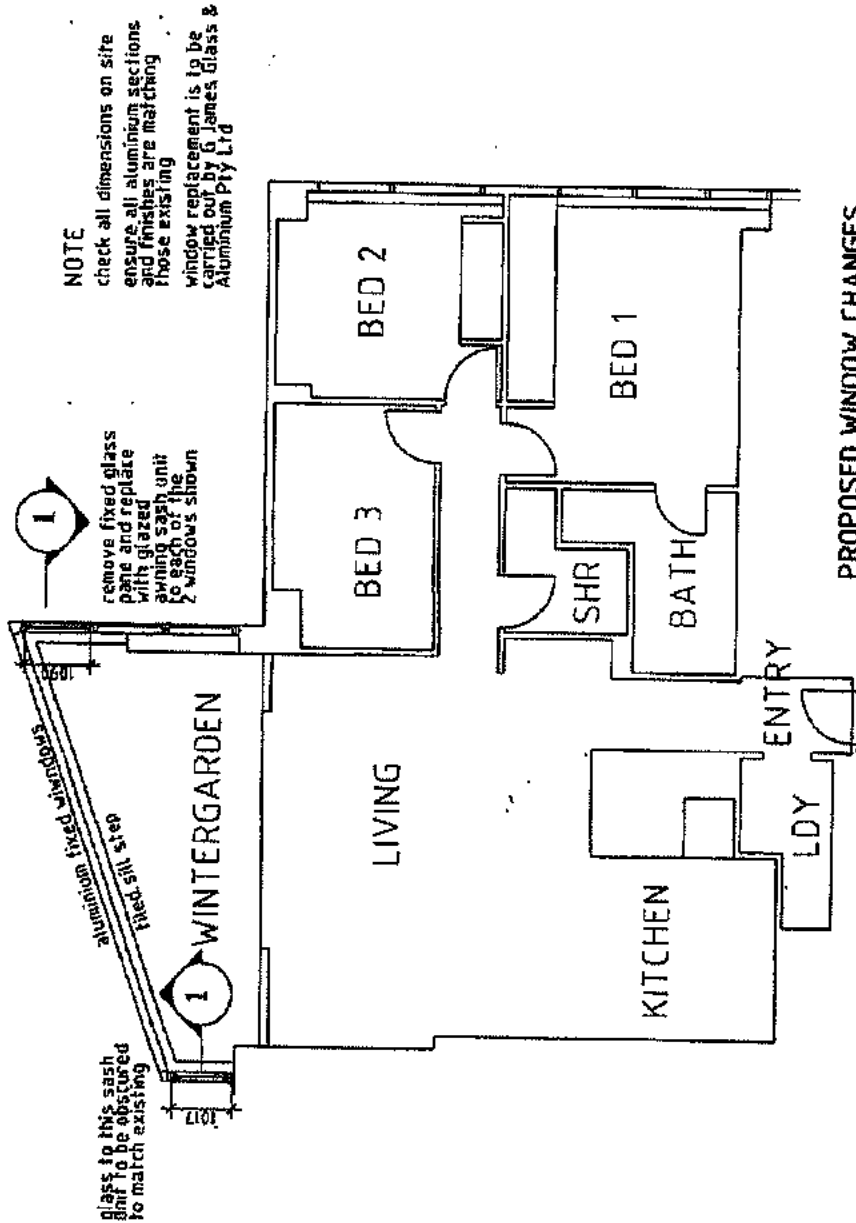
Awning sashes are designed to resist peak wind loads only in the closed position with all catches engaged. It is important that the windows are closed and locked when they are not being used for ventilation and when the unit is not occupied.

Hope this information assists with your submission.

Yours faithfully
G. James Glass & Aluminium Pty Ltd

Mark Sandblom
Manager Sydney Commercial

G. James Glass & Aluminium Pty Ltd ABN 23 010 920 368
Sydney Glass Contracting Division
Building 1 26 Long Street Smithfield New South Wales 2166 Australia
PO Box 8887 Wetherill Park New South Wales 2184 Australia

Telephone: +61 2 9732 2477
Facsimile: +61 2 9732 2432
Email: commercial@gjames.com.au
Website: www.gjames.com.au



**PROPOSED WINDOW CHANGES
UNIT 5907, 91 LIVERPOOL STREET, SYDNEY**

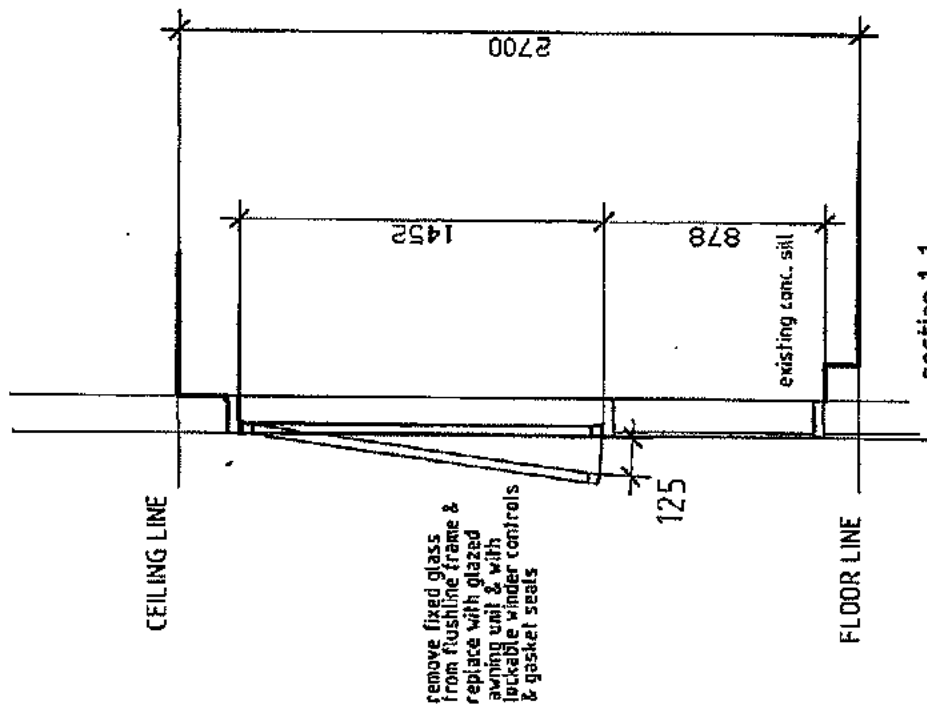
Linklater Associates Pty Ltd Architects Jan 98 003 781 38 reg 2657
160 Chandos Street Crows nest 2065 phone 04 14 666 442 fax 9906 7336

SCALE: 1:100 DATE 19.8.10

DRAWING 889.1

FLOOR PLAN

check all dimensions on site



NOTE

check all dimensions on site
 ensure all aluminium sections
 and finishes are matching
 those existing
 window replacement is to be
 carried out by G. James Glass &
 Aluminium Pty Ltd

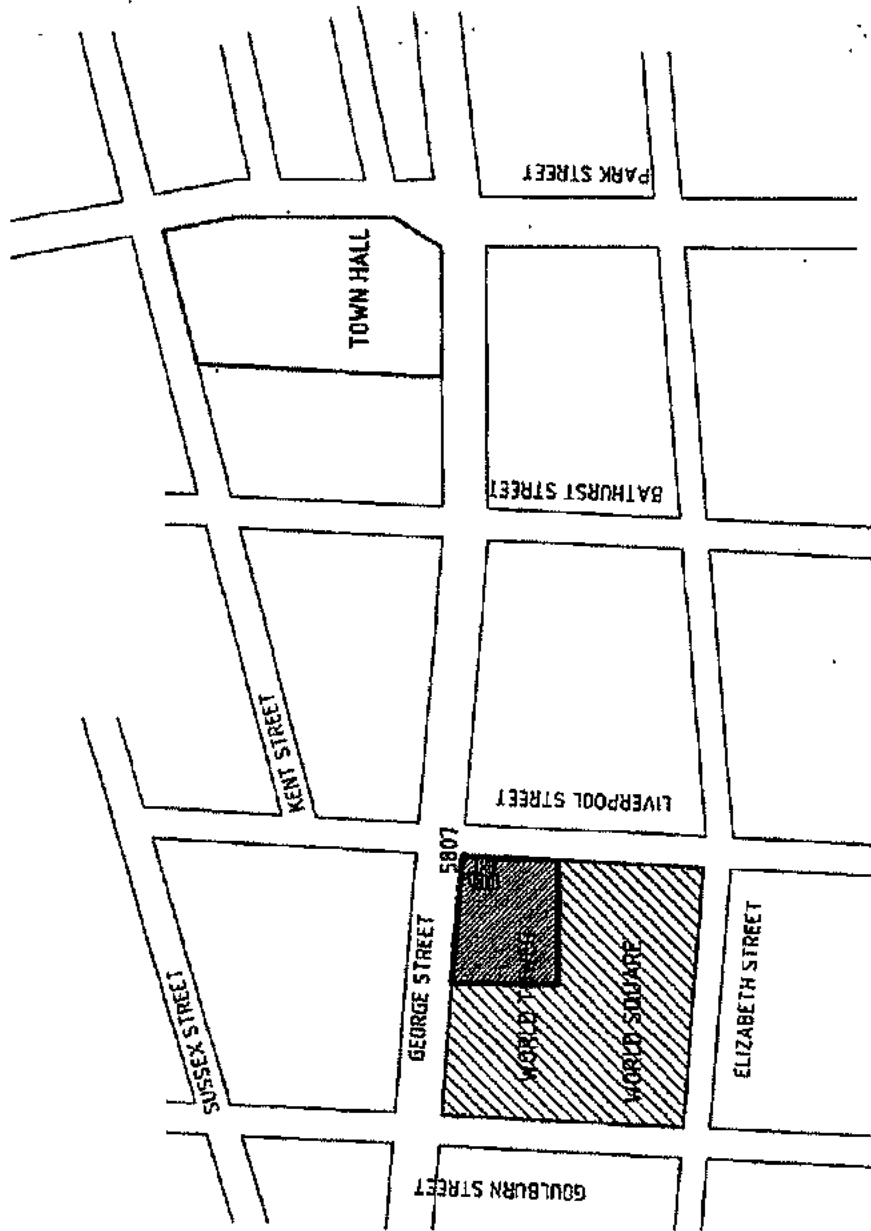
section 1-1
 wintergarden
 check all dimensions on site

PROPOSED WINDOW CHANGES UNIT 5907, 91 LIVERPOOL STREET, SYDNEY

Linklater Associates Pty Ltd Architects 2010/03/18/25 Reg 2493
 160 Chandon Street Crows nest 2065 phone 04 16 566 442 fax 9906 7336

SCALE: 1:25 DATE 18.8.10

DRAWING 889.2



PROPOSED WINDOW CHANGES
 UNIT 5907, 91 LIVERPOOL STREET, SYDNEY
 Linklater Associates Pty Ltd Architects 002 444 3710 729 142 2627
 160 Chandos Street Crows nest 2065 phone 06 15 466 4472 fax 9906 7336
 SCALE: NTS DATE 18.8.2010 DRAWING 889.3



38. WORKS TO LOT 155 (FORMERLY SPECIAL BY-LAW 14 PASSED 10 NOVEMBER 2010)

Definitions

38.1 In this by-law, the following terms are defined to mean:

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Bond** means the sum of \$5,000.
- (c) **Building** means the building located at 93 Liverpool Street, Sydney.
- (d) **Lot** means Lot 155 in Strata Plan No. 72381.
- (e) **Owner** means the owner from time to time of the Lot.
- (f) **Owners Corporation** means The Owners - Strata Plan No. 72381.
- (g) **Strata Scheme** means the strata scheme relating to Strata Plan No. 72381.
- (h) **Works** means alterations and additions undertaken by the Owner to the Lot and common property where so affected, as follows:
 - (i) replacement of existing tiles in kitchen, bathroom and laundry;
 - (ii) removal of carpet and the installation new tiles in living area; and
 - (iii) installation of new tiles over existing tiles in winter garden;
 - (iv) iv. installation of waterproofing systems in all areas occupied by newly installed tiles in accordance with this by-law;

and being in accordance with the Technical Data Sheet dated February 2009 prepared by Uniroll Australia Pty Limited annexed hereto and marked "A" and the Scope of Works prepared by Renzo Tonin, Engineers dated 11 August 2010 annexed hereto and marked "B".

38.2 Words importing:

- (a) the singular includes the plural and vice versa; and
- (b) a gender includes any gender.

38.3 Words defined in the Act have the meaning given to them in the Act.

38.4 A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Rights

38.5 Subject to the conditions in paragraphs 38.6 to 38.21 of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to install and keep the Works to and on the common property; and
- (b) the right of exclusive use and enjoyment of those parts of the common property occupied by the Works.

Conditions

Insurance

- 38.6 Before commencing the Works, the Owner or the tradesperson appointed by the Owner to carry out the Works must effect the following insurances:
- (a) workers compensation insurance;
 - (b) contractors all risk insurance;
 - (c) Home Owners Warranty insurance required under the Home Building Act 1989 (where required by law); and
 - (d) Public liability insurance in the amount of \$20,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Works.

Performance of Works

- 38.7 In performing the Works, the Owner must:
- (a) ensure adequate waterproofing systems are installed in wet areas and are compliant with the "waterproofing and water resistance requirements for building elements in wet areas" as referred to in the Building Code of Australia;
 - (b) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (c) protect all areas of the Building both internal and external to the Lot in a manner reasonably acceptable to the Owners Corporation;
 - (d) keep all areas of the Building outside the Lot clean and tidy;
 - (e) only perform the Works at the times reasonably approved by the Owners Corporation;
 - (f) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
 - (g) immediately remove all debris resulting from the Works immediately from the Building;
 - (h) ensure that the common property is cleared of any waste created by the Works daily;
 - (i) comply with the requirements of the Owners Corporation relating to the by-laws registered for the Strata Scheme and any relevant statutory authority including, but not limited to, Council concerning the performance of the Works;
 - (j) not vary the Works without the prior written consent of the Owners Corporation; and
 - (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner or occupier other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Completion of the Works

- 38.8 Upon completion of the Works the Owner must provide the Owners Corporation with a certificate of compliance which confirms that the acoustic rating and noise attenuation of the flooring is within the standard prescribed in by-law 12 of the by-laws registered for the Strata

Scheme.

- 38.9 Upon completion of the Works and satisfaction by the Owner of the obligations contained in paragraph 38.8 hereto, the Owners Corporation must return the Bond to the Owner less any cost for damage occasioned to common property as a result of the Works (not contemplated by this by-law) or unpaid expenses of the Owners Corporation referred to in paragraphs 38.20 and 38.21 hereto. Any costs exceeding the aforesaid amounts will be invoiced separately to and be payable by the respective Owner.

Licensed Contractor

- 38.10 The Works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with the Plans and specifications approved by Council.

Statutory Directions

- 38.11 In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- 38.12 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

Maintenance

- 38.13 The Owner must properly maintain and keep the Works and the common property to which they are attached in a state of good and serviceable repair.
- 38.14 The Owner must replace the Works as required from time to time.

Owner's Fixtures

- 38.15 The Works shall remain the Owner's fixtures.

Liability

- 38.16 The Owner of the Lot is liable for any damage caused to any part of the common property, any other lot or property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 38.17 The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the Works.
- 38.18 The Owner indemnifies the Owners Corporation against any liability or expense for any damage to the Works arising from the Owners Corporation having to maintain, repair or replace common property tiles which are in existence in the Lot on the date of the making of this by-law and which are covered by the Works, including damage referred to in section 65 (6) of the Act.

Cost of Works

- 38.19 The Works are undertaken at the cost of the Owner.

Cost of By-Law, Approvals and Certification

- 38.20 The Owner shall indemnify the Owners Corporation for all costs (including legal costs) of considering and making this by-law or in carrying out any necessary work to remedy any default by the Owner pursuant to this by-law and will pay those amounts to the Owners Corporation upon request.

Right to Remedy Default

- 38.21 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) request, in writing, that the Owner comply with the terms of it;
 - (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work; and
 - (c) recover the costs of carrying out work referred to in paragraph 38.21(b) hereof from the Owner.

UNIROLL®

Uniroll Australia Pty. Ltd.
36 Donds Road Rosebuds NSW 2196
Ph: 02 9759-7045 Fax: 02 9759-7088
E-mail: Uniroll.Australia@optusnet.com.au

(41 pages)

TECHNICAL DATA SHEET

5mm RF700

Ref: UN-90217
Edition: Feb 2009

Application

A recycled rubber foam acoustic underlay used under most floor finishes.
Uniroll® acoustic underlay is specifically designed for use in areas that require high compressive abilities such as ceramic tiling and timber floor installations.

Product composition

RF 700 - Recycled rubber foam granules bonded with water based polyurethane binder.

Do not contain the dangerous ingredients associated with traditional polyurethanes.

Appearance

Colour: RF700 - Black

Surface texture: Fine granulated finish.

Dimensions

Width: 1000mm
Length: 12.5 meters
Thickness: 5mm
Density: RF 700 - 700kgs / m³



Uniroll Australia Pty. Ltd.
56 Danks Road, Runcorn NSW 2198
Ph: 02 9759-7066 Fax: 02 9759-7088
Email: Uniroll.Australia@uniroll.com

Tolerances

Width: $\pm 1 \pm 1.5\%$
Thickness: $\pm 1 \pm 1.5\%$

Physical characteristics

Tensile strength:	Ca. 0.5N/mm ²	DIN 53571
Elongation at break:	approx 30%	DIN 53577
Temperature resistance:	-40°C to 110°C	
Fire Class:	B2.	DIN 4102.
Impact sound insulation:	< > 20dB Uniroll matting only.	ISO 140-8:1998
	RF 700: 150mm slab with 10mm Ceramic tile over 25mm Screed. No ceiling	
	150mm slab with 15mm Plywood under 19mm Hardwood timber floor No ceiling.	

TECHNICAL DATA SHEET

4.5mm RFC 750

Ref: UR-ISO-4.5

Edition: Feb 2009

Application

A recycled rubber foam acoustic underlay used under most floor finishes.

Uniroll® acoustic underlay is specifically designed for use in areas that require high compressive abilities such as ceramic tiling and timber floor installations.

Product composition

RFC 750 - Recycled rubber foam and cork granules bonded with a polyurethane binder.

Do not contain the dangerous ingredients associated with polyurethanes.

Appearance

Colour: RFC 750 - Black with colored fleck.

Surface texture: Fine granulated finish.

Dimensions

Width: 1000mm

Length: 12.5 meters

Thickness: 4.5mm

Density: RFC 750 750kg/m³

UNIROLL®

Uniroll Australia Pty. Ltd.
56 (Breds Road Rosebuds NSW 2196)
Ph: 02 9759-7066 Fax: 02 9759-7088
E-mail: Uniroll_Australia@btinternet.com

Tolerances

Width: $\pm 1 - 1.5\%$
Thickness: $\pm 1 - 1.5\%$

Physical characteristics

Tensile strength:	Ca. 0.5N/mm ²	DIN 53571
Elongation at break:	approx 30%	DIN 53577
Temperature resistance:	-40°C to 110°C	
Fire Class:	B2	DIN 4102
Impact sound insulation:	<> 20dB Uniroll matting only.	ISO 140-8:1998

RFC750: Direct stick 150mm
Slab (No ceiling)
With 10mm Ceramic
Tile.

MAPEI ULTRA/BOND P990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 1 of 11

Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME
MAPEI ULTRA/BOND P990 1 K BEIGE

SYNONYMS

PRODUCT USE
Polyurethane-based adhesive

SUPPLIER
Company: Mapei Australia P/L
Address:
12 Parkview Drive
Archerfield
QLD, 4108
AUS
Telephone: +61 7 3276 5000
Fax: +61 7 3276 5076

Section 2 - HAZARDS IDENTIFICATION

STATEMENT OF HAZARDOUS NATURE
HAZARDOUS SUBSTANCE, NON-DANGEROUS GOODS. According to the
Criteria of NOHSC, and the ADG Code.

POISONS SCHEDULE
None

RISK
Causes burns.
Risk of serious damage to eyes.
May cause SENSITISATION by inhalation.
Cumulative effects may result following exposure*.
Possible skin sensitiser*.
* (limited evidence).

SAFETY
Keep locked up.
Avoid contact with eyes.
Wear suitable protective clothing.
To clean the floor and all objects contaminated by this material, use water and
detergent.
Take off immediately all contaminated clothing.
In case of accident or if you feel unwell IMMEDIATELY contact Doctor or Poisons
Information Centre (show label if possible)

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS RN	%
calcium oxide	1305-78-8	10-12.49
4,4'-diphenylmethane diisocyanate (MDI)	101-68-8	0.5-0.99

continued...

MAPEI ULTRA/BOND P990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 2 of 11

Section 4 - FIRST AID MEASURES

SWALLOWED

- For advice, contact a Poisons Information Centre or a doctor at once.
- Urgent hospital treatment is likely to be needed.
- If swallowed do NOT induce vomiting.
- If vomiting occurs, lean patient forward or place on left side (head-down position, if possible) to maintain open airway and prevent aspiration.
- Observe the patient carefully.
- Never give liquid to a person showing signs of being strychnine or with reduced awareness; i.e. becoming unconscious.
- Give water to rinse out mouth, then provide liquid slowly and as much as casually can comfortably drink.
- Transport to hospital or doctor without delay.

EYE

- If this product comes in contact with the eyes:
- Immediately hold eyelids apart and flush the eye continuously with running water.
 - Ensure complete irrigation of the eye by keeping eyelids apart and away from eye and moving the eyelids by occasionally lifting the upper and lower lids.
 - Continue flushing until advised to stop by the Poisons Information Centre or a doctor, or for at least 15 minutes.
 - Transport to hospital or doctor without delay.
 - Removal of contact lenses after an eye injury should only be undertaken by skilled personnel.

SKIN

- If skin or hair contact occurs:
- Immediately flush body and clothes with large amounts of water, using safety shower if available.
 - Quickly remove all contaminated clothing, including footwear.
 - Wash skin and hair with running water. Continue flushing with water until advised to stop by the Poisons Information Centre.
 - Transport to hospital, or doctor.

INHALED

- If fumes or combustion products are inhaled remove from contaminated area.
- Lay patient down. Keep warm and rested.
- Prostheses such as false teeth, which may block airway, should be removed, where possible, prior to initiating first aid procedures.
- Apply artificial respiration if not breathing, preferably with a demand valve resuscitator, bag-valve mask device, or pocket mask as trained. Perform CPR if necessary.
- Transport to hospital, or doctor, without delay.

NOTES TO PHYSICIAN

- For sub-chronic and chronic exposures to isocyanates:
- This material may be a potent pulmonary sensitizer which causes bronchospasm even in patients without prior airway hyperactivity.
 - Clinical symptoms of exposure involve mucosal irritation of respiratory and gastrointestinal tracts.
 - Conjunctival irritation, skin inflammation (erythema, pain, vesiculation) and gastrointestinal disturbances occur soon after exposure.
 - Pulmonary symptoms include cough, burning, substernal pain and dyspnoea.
 - Some cross-sensitivity occurs between different isocyanates.
 - Noncardiogenic pulmonary edema and bronchospasm are the most serious consequences of exposure. Markedly symptomatic patients should receive oxygen, ventilatory support and an antispasmodic drug.

continued...

MAPEI ULTRA/BOND P990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 3 of 11

Section 4 - FIRST AID MEASURES

- Treatment for asthma includes inhaled sympathomimetics (epinephrine [adrenalin], terbutaline) and steroids.
- Activated charcoal (1 g/kg) and a cathartic (sorbitol, magnesium citrate) may be useful for ingestion.
- Mydriatics, systemic analgesics and topical antibiotics (Sulamyd) may be used for corneal abrasions.
- There is no effective therapy for sensitised workers.
[Ellenhorn and Barceloux: Medical Toxicology]
- NOTE: Isocyanates cause airway restriction in naive individuals with the degree of response dependant on the concentration and duration of exposure. They induce smooth muscle contraction which leads to bronchoconstrictive episodes. Acute changes in lung function, such as decreased FEV1, may not represent sensitivity.
[Korol & Jin, Frontiers in Molecular Toxicology, pp 56-61, 1992].

Section 5 - FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

- Foam.
- Dry chemical powder.
- BCF (where regulations permit).
- Carbon dioxide.
- Water spray or fog - Large fires only.

FIRE FIGHTING

- Alert Fire Brigade and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves.
- Prevent, by any means available, spillage from entering drains or water courses.
- Use water delivered as a fine spray to control fire and cool adjacent area.
- DO NOT approach containers suspected to be hot.
- Cool fire exposed containers with water spray from a protected location.
- If safe to do so, remove containers from path of fire.
- Equipment should be thoroughly decontaminated after use.

FIRE/EXPLOSION HAZARD

- Combustible.
 - Slight fire hazard when exposed to heat or flame.
 - Heating may cause expansion or decomposition leading to violent rupture of containers.
 - On combustion, may emit toxic fumes of carbon monoxide (CO).
 - May emit acrid smoke.
 - Mists containing combustible materials may be explosive.
- Combustion products include:
nitrogen oxides (NOx).
May emit corrosive fumes.

FIRE INCOMPATIBILITY

None known.

HAZCHEM

None

Personal Protective Equipment

PERSONAL PROTECTION EQUIPMENT

Gas tight chemical resistant suit.
Limit exposure duration to 1 BA set - 30 mins.

continued...

MAPEI ULTRA/BOND P990-1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2013

CHEMWATCH 5099-14
CD 2005/3 Page 4 of 11

Section 6 - ACCIDENTAL RELEASE MEASURES

EMERGENCY PROCEDURES

MINOR SPILLS

- Clean up all spills immediately.
- Avoid contact with skin and eyes.
- Wear impervious gloves and safety goggles.
- Trowel up/scrape up.
- Place spilled material in clean, dry, sealed container.
- Flush spill area with water.

MAJOR SPILLS

- Minor hazard.
- Clear area of personnel.
- Alert Fire Brigade and tell them location and nature of hazard.
- Control personal contact by using protective equipment as required.
- Prevent spillage from entering drains or water ways.
- Contain spill with sand, earth or vermiculite.
- Collect recoverable product into labelled containers for recycling.
- Absorb remaining product with sand, earth or vermiculite and place in appropriate containers for disposal.
- Wash area and prevent runoff into drains or waterways.
- If contamination of drains or waterways occurs, advise emergency services.

EMERGENCY RESPONSE PLANNING GUIDELINES (ERPG)

The maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to one hour WITHOUT experiencing or developing

life-threatening health effects is:

calcium oxide 25 mg/m³

irreversible or other serious effects or symptoms which could impair an individual's ability to take protective action is:

calcium oxide 5 mg/m³

other than mild, transient adverse effects without perceiving a clearly defined odour is:

calcium oxide 5 mg/m³

The threshold concentration below which most people will experience no appreciable risk of health effects:

calcium oxide 5 mg/m³

American Industrial Hygiene Association (AIHA)

Ingredients considered according to the following cutoffs

Very Toxic (T+) >= 0.1%	Toxic (T) >= 3.0%
R50 >= 0.25%	Corrosive (C) >= 5.0%
R51 >= 2.5%	
else >= 10%	

where percentage is percentage of ingredient found in the mixture

Personal Protective Equipment advice is contained in Section 8 of the MSDS.

continued.

MAPEI ULTRA/BOND P990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 200573 Page 5 of 11

Section 7 - HANDLING AND STORAGE

PROCEDURE FOR HANDLING

- Avoid all personal contact, including inhalation.
- Wear protective clothing when risk of exposure occurs.
- Use in a well-ventilated area.
- Prevent concentration in hollows and sumps.
- DO NOT enter confined spaces until atmosphere has been checked.
- DO NOT allow material to contact humans, exposed food or food utensils.
- Avoid contact with incompatible materials.
- When handling, DO NOT eat, drink or smoke.
- Keep containers securely sealed when not in use.
- Avoid physical damage to containers.
- Always wash hands with soap and water after handling.
- Work clothes should be laundered separately. Launder contaminated clothing before re-use.
- Use good occupational work practice.
- Observe manufacturer's storing and handling recommendations.
- Atmosphere should be regularly checked against established exposure standards to ensure safe working conditions are maintained.

SUITABLE CONTAINER

- Metal can or drum
- Packaging as recommended by manufacturer.
- Check all containers are clearly labelled and free from leaks.

STORAGE INCOMPATIBILITY

Avoid strong acids.

STORAGE REQUIREMENTS

- Store in original containers.
- Keep containers securely sealed.
- Store in a cool, dry, well-ventilated area.
- Store away from incompatible materials and foodstuff containers.
- Protect containers against physical damage and check regularly for leaks.
- Observe manufacturer's storing and handling recommendations.

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE CONTROLS

Source	Material	TWA ppm	TWA mg/m ³	STEL ppm	STEL mg/m ³	Peak ppm	Peak mg/m ³
Australian Exposure Standards	Calcium oxide		2				
Australian Exposure Standards	Isocyanates, all (as-NCI)		0.02		0.07		
No data available for 4,4'-diphenylmethane diisocyanate (MDI) as (CAS: 26447-40-5) Not available. Refer to individual constituents.							

EXPOSURE STANDARDS FOR MIXTURE

"Worst Case" computer-aided prediction of spray/ mist or fume/ dust components and concentration:

"Worst Case" computer-aided prediction of spray/ mist or fume/ dust components and concentration.

Composin Exposure Standard for Mixture (TWA) 0.02 mg/m³

continued...

MAPEI ULTRA BOND IP990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 8 of 11

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

"Worst Case" computer-aided prediction of spray/ mist or fume/ dust components and concentration:

Composite Exposure Standard for Mixture (TWA) (mg/m³):

Operations which produce a spray/mist or fume/dust; introduce particulates to the breathing zone.

If the breathing zone concentration of ANY of the components listed below is exceeded, "Worst Case" considerations deem the individual to be overexposed.

Component Breathing Zone ppm Breathing Zone mg/m³ Mixture Conc (%)

Component	Breathing Zone (mg/m ³)	Mixture Conc (%)
4,4'-diphenylmethane diisocyanate	0.0200	1.0

INGREDIENT DATA

CALCIUM OXIDE:

The TLV-TWA is thought to be protective against undue irritation and is analogous to that recommended for sodium hydroxide.

4,4'-DIPHENYLMETHANE DIISOCYANATE (MDI):

Some jurisdictions require that health surveillance be conducted on occupationally exposed workers. This should emphasise:

- demographic, occupational and medical history and health advice
- completion of a standardised respiratory questionnaire
- physical examination of the respiratory system and skin
- standardised respiratory function tests such as FEV₁, FVC and FEV₁/FVC.

Odour Threshold Value: 0.39 ppm

Mean MDI exposures of less than 0.003 ppm appear to have no acute or chronic effect on pulmonary function.

MDI produces identical toxicological responses to those produced by TDI and the recommended TLV-TWA is identical for the two isocyanates. Exposure at or below the recommended value is thought to protect the worker against pulmonary function decrements as well as to minimise the potential for respiratory tract sensitisation. Individuals who may be hypersusceptible or otherwise unusually responsive to exposure to certain industrial chemicals may not adequately protect from adverse health effects caused by MDI at the recommended TLV-TWA. Ceiling values recommended by NIOSH and OSHA are synonymous with normal excursions allowable for exposures to the TLV-TWA (in excess of 3 x TLV-TWA for no more than a total of 30 minutes during a work day but in any case not exceeding 5 x TLV-TWA).

PERSONAL PROTECTION

EYE

- Chemical goggles.
- Full face shield may be required for supplementary but never for primary protection of eyes
- Contact lenses may pose a special hazard; soft contact lenses may absorb and concentrate irritants. A written policy document, describing the wearing of lens or restrictions on use, should be created for each workplace or task. This should include a review of lens absorption and adsorption for the class of chemicals in use and an account of injury experience. Medical and first-aid personnel should be trained in their removal and suitable equipment should be readily available. In the event of chemical exposure, begin eye irrigation immediately and remove contact lens as soon as practicable. Lens should be removed at the first signs of eye redness or irritation - lens should be removed in a clean environment only after workers have washed hands thoroughly. (CDC NIOSH Current Intelligence Bulletin 59).

HANDS/FEET

Wear chemical protective gloves, eg. PVC.

continued...

MAPEI ULTRA/BOND P990 1 KG BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-12
CD 2005/3 Page 7 of 11

Section B - EXPOSURE CONTROLS / PERSONAL PROTECTION

Wear safety footwear or safety gumboots, eg. Rubber.

OTHER:

- Overall's.
- P.V.C. apron.
- Barrier cream.
- Skin cleansing cream.
- Eye wash unit.

RESPIRATOR:

Selection of the Class and Type of respirator will depend upon the level of breathing zone contaminant and the chemical nature of the contaminant. Protection Factors (defined as the ratio of contaminant outside and inside the mask) may also be important.

Breathing Zone Level ppm (volume)	Maximum Protection Factor	Half-face Respirator	Full-Face Respirator
1000	10	A-AUS P	-
1000	50	-	A-AUS P
6000	60	Airline *	-
5000	100	-	A-2 P
10000	100	-	A-3 P
	100+		Airline **

* - Continuous Flow ** - Continuous-flow or positive pressure demand.

The local concentration of material, quantity and conditions of use determine the type of personal protective equipment required. For further information consult site specific CHEMWATCH data (if available), or your Occupational Health and Safety Advisor.

ENGINEERING CONTROLS

General exhaust is adequate under normal operating conditions. Local exhaust ventilation may be required in special circumstances. If risk of overexposure exists, wear approved respirator. Supplied-air type respirator may be required in special circumstances. Correct fit is essential to ensure adequate protection. Provide adequate ventilation in warehouses and enclosed storage areas. Air contaminants generated in the workplace possess varying "escape" velocities which, in turn, determine the "capture velocities" of fresh circulating air required to effectively remove the contaminant.

Type of Contaminant:	Air Speed:
solvent, vapours, degreasing etc., evaporating from tank (in still air).	0.25-0.5 m/s (50-100 f/min)
aerosols, fumes from pouring operations, intermittent container filling, low speed conveyor transfers, welding, spray drift, plating acid fumes, pickling (released at low velocity into zone of active generation)	0.5-1 m/s (100-200 f/min.)
direct spray, spray painting in shallow booths, drum filling, conveyor loading, crusher dusts, gas discharge (active generation into zone of rapid air motion)	1-2.5 m/s (200-500 f/min.)
grinding, abrasive blasting, tumbling, high speed wheel generated dusts (released at high initial velocity into zone of very high rapid air motion)	2.5-10 m/s (500-2000 f/min.)

continued...

MAPEI ULTRA/BOND P990 1 K.BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 8 of 11

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Within each range the appropriate value depends on:

Lower end of the range

- 1: Room air currents minimal or favourable to capture
- 2: Contaminants of low toxicity or of nuisance value only.
- 3: Intermittent, low production.
- 4: Large hood or large air mass in motion

Upper end of the range

- 1: Disturbing room air currents
- 2: Contaminants of high toxicity
- 3: High production, heavy use
- 4: Small hood-local control only

Simple theory shows that air velocity falls rapidly with distance away from the opening of a simple extraction pipe. Velocity generally decreases with the square of distance from the extraction point (in simple cases). Therefore the air speed at the extraction point should be adjusted, accordingly, after reference to distance from the contaminating source. The air velocity at the extraction fan, for example, should be a minimum of 1-2 m/s (200-400 f/min) for extraction of solvents generated in a tank 2 meters distant from the extraction point. Other mechanical considerations, producing performance deficits within the extraction apparatus, make it essential that theoretical air velocities are multiplied by factors of 10 or more when extraction systems are installed or used.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE

Beige paste with a typical odour; partially miscible with water.

PHYSICAL PROPERTIES

Molecular Weight: Not Available
Melting Range (°C): Not Available
Solubility in water (g/L): Partly Miscible
pH (1% solution): Not Available
Volatile Component (%vol): Not Available
Relative Vapour Density (air=1): Not Available
Lower Explosive Limit (%): Not Available
Autoignition Temp (°C): Not Available
State: Non Slump Paste

Boiling Range (°C): Not Available
Specific Gravity (water=1): 1.5
pH (as supplied): Not Available
Vapour Pressure (kPa): Not Available
Evaporation Rate: Not Available
Flash Point (°C): >62
Upper Explosive Limit (%): Not Available
Decomposition Temp (°C): Not Available

Section 10 - CHEMICAL STABILITY AND REACTIVITY INFORMATION

CONDITIONS CONTRIBUTING TO INSTABILITY

Product is considered stable and hazardous polymerisation will not occur.

Section 11 - TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS

ACUTE HEALTH EFFECTS

continued...

MAPEI ULTRA/BOND P990 1 K BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 9 of 11

Section 11 - TOXICOLOGICAL INFORMATION

SWALLOWED

The material can produce chemical burns within the oral cavity and gastrointestinal tract following ingestion.
The material has NOT been classified by EC Directives or other classification systems as "harmful by ingestion". This is because of the lack of corroborating animal or human evidence. The material may still be damaging to the health of the individual, following ingestion, especially where pre-existing organ (eg. liver, kidney) damage is evident. Present definitions of harmful or toxic substances are generally based on doses producing mortality rather than those producing morbidity (disease, ill-health). Gastrointestinal tract discomfort may produce nausea and vomiting. In an occupational setting however, ingestion of insignificant quantities is not thought to be cause for concern.

EYE

The material can produce chemical burns to the eye following direct contact. Vapours or mists may be extremely irritating.
If applied to the eyes, this material causes severe eye damage.

SKIN

The material can produce chemical burns following direct contact with the skin.
Skin contact is not thought to have harmful health effects (as classified under EC Directives); the material may still produce health damage following entry through wounds, lesions or abrasions.
Entry into the blood-stream, through, for example, cuts, abrasions or lesions, may produce systemic injury with harmful effects. Examine the skin prior to the use of the material and ensure that any external damage is suitably protected.

INHALED

The material can cause respiratory irritation in some persons. The body's response to such irritation can cause further lung damage.

CHRONIC HEALTH EFFECTS

Asthma-like symptoms may continue for months or even years after exposure to the material ceases. This may be due to a non-allergic condition known as reactive airways dysfunction syndrome (RADS) which can occur following exposure to high levels of highly irritating compound. Key criteria for the diagnosis of RADS include the absence of preceding respiratory disease, in a non-atopic individual, with abrupt onset of persistent asthma-like symptoms within minutes to hours of a documented exposure to the irritant. A reversible airflow pattern, on spirometry, with the presence of moderate to severe bronchial hyperactivity on methacholine challenge testing and the lack of minimal lymphocytic inflammation, without eosinophilia, have also been included in the criteria for diagnosis of RADS. RADS (or asthma) following an irritating inhalation is an infrequent disorder with rates related to the concentration of and duration of exposure to the irritating substance. Industrial bronchitis, on the other hand, is a disorder that occurs as result of exposure due to high concentrations of irritating substance (often particulate in nature) and is completely reversible after exposure ceases. The disorder is characterised by dyspnoea, cough and mucous production. Inhaling this product is more likely to cause a sensitisation reaction in some persons compared to the general population. Respiratory sensitisation may result in allergic/asthma like responses; from coughing and minor breathing difficulties to bronchitis with wheezing, gasping. Sensitisation may give severe responses to very low levels of exposure, i.e. hypersensitivity. Sensitised persons should not be allowed to work in situations where exposure may occur. Isocyanate vapours are irritating to the airways and can cause their inflammation, with wheezing, gasping, severe distress, even loss of consciousness and fluid in the lungs. Nervous system symptoms that may occur include headache, sleep disturbance, euphoria, inco-ordination, anxiety, depression and paranoia. Digestive effects include nausea and vomiting.

continued...

MAPEI ULTRA/BOND P990 1 K.BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 10 of 11

Section 11 - TOXICOLOGICAL INFORMATION

Breathing difficulties may occur unpredictably after a period of tolerance and after skin contact. Allergic inflammation of the skin can occur, with rash, itching, blistering, and swelling of the hands and feet. Sensitive people can react to very low levels and should not be exposed to this material.

TOXICITY AND IRRITATION

None assigned. Refer to individual constituents, unless otherwise specified data extracted from RTECS - Register of Toxic Effects of Chemical Substances

CALCIUM OXIDE:

Not available. Refer to individual constituents.

4,4'-DIPHENYLMETHANE DIISOCYANATE (MDI): TOXICITY

Oral (rat) LD₅₀: 5200 mg/kg
Inhalation (human) TCLo: 0.13 ppm/30 mins Eye (rabbit): 0.10 mg Moderate
Inhalation (rat) LC50: 176 mg/m³/4h
Oral (mouse) LD50: 2200 mg/kg
Dermal (rabbit) LD50: >6200 mg/kg
The substance is classified by IARC as Group 3:
NOT classifiable as to its carcinogenicity to humans.
Evidence of carcinogenicity may be inadequate or limited in animal testing.

IRRITATION

Skin (rabbit): 500 mg /24 hours

Dermal Sensitizer *
Respiratory Sensitizer (g.p.g) *
[* = Bayer CCINFO 2133616]

Section 12 - ECOLOGICAL INFORMATION

DO NOT discharge into sewer or waterways.
Refer to data for ingredients, which follows:

4,4'-DIPHENYLMETHANE DIISOCYANATE (MDI):

Half-life Soil - High (hours): 24
Half-life Soil - Low (hours): 6
Half-life Air - High (hours): 5.8
Half-life Air - Low (hours): 0.58
Half-life Surface water - High (hours): 24
Half-life Surface water - Low (hours): 6
Half-life Ground water - High (hours): 24
Half-life Ground water - Low (hours): 6
Aqueous biodegradation - Aerobic - High (hours): 672
Aqueous biodegradation - Aerobic - Low (hours): 168
Aqueous biodegradation - Anaerobic - High (hours): 2688
Aqueous biodegradation - Anaerobic - Low (hours): 672
Photooxidation half-life air - High (hours): 5.8
Photooxidation half-life air - Low (hours): 0.58
First order hydrolysis half-life (hours): 12

Half-life (hours): 1.9
Toxicity Fish: LC50(96)05.24-134.37mg/L

Section 13 - DISPOSAL CONSIDERATIONS

- Consult manufacturer for recycling options and recycle where possible.
- Consult State Land Waste Management Authority for disposal.
- Incinerate residue at an approved site.
- Recycle containers if possible, or dispose of in an authorised landfill.
- Puncture containers to prevent re-use and bury at an authorised landfill.

continued...

MAPEI ULTRA/BOND P990 1 K.BEIGE

Chemwatch Material Safety Data Sheet
Issue Date: Mon 22-Dec-2003

CHEMWATCH 5099-14
CD 2005/3 Page 11 of 11

Section 14 - TRANSPORTATION INFORMATION

Dangerous Goods Class: None
Subrisk: None
UNNA Number: None
Packing Group: None
Labels Required:
Additional Shipping Information:
International Transport Regulations:
IMO Dangerous Goods class: None
IMO Packing group: None
IATA Dangerous goods class: None
Cargo Instructions:
Cargo Max:
Passenger Instructions:
Passenger Max:
Special Provisions: None, None

HAZCHEM

None

Section 15 - REGULATORY INFORMATION

POISONS SCHEDULE

None

REGULATIONS

calcium oxide (CAS: 1305-78-8) is found on the following regulatory lists:
Australian Inventory of Chemical Substances (AICS)
Australia High Volume Industrial Chemical List (HVICL)

4,4'-diphenylmethane diisocyanate (MDI) (CAS: 101-68-8) is found on the following regulatory lists:
Australian Inventory of Chemical Substances (AICS)
Australian Poisons Schedule
Australia High Volume Industrial Chemical List (HVICL)
Australia Tasmania Hazardous Substances Requiring Health Surveillance
Australia New South Wales Hazardous Substances Requiring Health Surveillance
Australia Western Australia Hazardous Substances Requiring Health Surveillance
Australia Occupational Health and Safety (Commonwealth Employment) (National Standards) Regulations 1994 - Hazardous Substances Requiring Health Surveillance
Australia Hazardous Substances Requiring Health Surveillance

No data available for 4,4'-diphenylmethane diisocyanate (MDI) as CAS: 26447-40-5

Section 16 - OTHER INFORMATION

This document is copyright. Apart from any fair dealing for the purposes of private study, research, review or criticism, as permitted under the Copyright Act, no part may be reproduced by any process without written permission from CHEMWATCH, TEL (+61 3) 9572 4700.

Issue Date: Mon 22-Dec-2003
Print Date: Tue 15-Nov-2005

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 1 of 8

Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME

MAPEI ULTRA/BOND ECO 350

SYNONYMS

"Ultra Bond adhesive", "floor covering adhesive solventfree", "high tack black
tilek tilec"

PRODUCT USE

Solvent-free high-tack universal floor covering adhesive. Applied using a hand
trowel or spreader.

SUPPLIER

Company: Mapei Australia P/L
Address:
12 Parkview Drive
Archerfield
QLD, 4108
AUS
Telephone: +61 7 3276 5000
Fax: +61 7 3276 5076

Section 2 - HAZARDS IDENTIFICATION

STATEMENT OF HAZARDOUS NATURE

NON-HAZARDOUS SUBSTANCE, NON-DANGEROUS GOODS. According to
the Criteria of NOHSC, and the ADG Code.

POISONS SCHEDULE

None

RISK

SAFETY

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS RN	%
adhesive base as		
acrylic resin	Various	Not spec.
fillers unspecified.		Not spec.
water	7732-18-6	30-60
No other ingredient information supplied.		

Section 4 - FIRST AID MEASURES

SWALLOWED

- Immediately give a glass of water.
- First aid is not generally required. If in doubt, contact a Poison
Information Centre or a doctor.

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 2 of 3

Section 4 - FIRST AID MEASURES

EYE

If this product comes in contact with eyes:

- Wash out immediately with water.
- If irritation continues, seek medical attention.
- Removal of contact lenses after an eye injury should only be undertaken by skilled personnel.

SKIN

If skin or hair contact occurs:

- Flush skin and hair with running water (and soap if available).
- Seek medical attention in event of irritation.

INHALED

- If fumes or combustion products are inhaled remove from contaminated area.
- Other measures are usually unnecessary.

NOTES TO PHYSICIAN

Treat symptomatically.

Section 5 - FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

- Water spray or fog.
- Foam.
- Dry chemical powder.
- BCF (where regulations permit).
- Carbon dioxide.

FIRE FIGHTING

- Alert Fire Brigade and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves.
- Prevent, by any means available, spillage from entering drains or water courses.
- Use water delivered as a fine spray to control fire and cool adjacent area.
- DO NOT approach containers suspected to be hot.
- Cool fire exposed containers with water spray from a protected location.
- If safe to do so, remove containers from path of fire.
- Equipment should be thoroughly decontaminated after use.

FIRE/EXPLOSION HAZARD

Combustible. Will burn if ignited.

FIRE INCOMPATIBILITY

None known.

HAZCHEM

None

Section 6 - ACCIDENTAL RELEASE MEASURES

EMERGENCY PROCEDURES

MINOR SPILLS

- Clean up all spills immediately.
- Avoid breathing vapours and contact with skin and eyes.
- Control personal contact by using protective equipment.

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5010-41
CD 2005/3 Page 3 of 8

Section 6 - ACCIDENTAL RELEASE MEASURES

- Contain and absorb spill with sand, earth, inert material or vermiculite.
- Wipe up.
- Place in a suitable labelled container for waste disposal.

MAJOR SPILLS

Minor hazard.

- Clear area of personnel.
- Alert Fire Brigade and tell them location and nature of hazard.
- Control personal contact by using protective equipment as required.
- Prevent spillage from entering drains or water ways.
- Contain spill with sand, earth or vermiculite.
- Collect recoverable product into labelled containers for recycling.
- Absorb remaining product with sand, earth or vermiculite and place in appropriate containers for disposal.
- Wash area and prevent runoff into drains or waterways.
- If contamination of drains or waterways occurs, advise emergency services.

EMERGENCY RESPONSE PLANNING GUIDELINES (ERPG)

The maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to one hour WITHOUT experiencing or developing

life-threatening health effects is:
water 500 mg/m³

irreversible or other serious effects or symptoms which could
impair an individual's ability to take protective action is:
water 500 mg/m³

other than mild, transient adverse effects
without perceiving a clearly defined odour is:
water 500 mg/m³

The threshold concentration below which most people
will experience no appreciable risk of health effects:
water 500 mg/m³

American Industrial Hygiene Association (AIHA)

Ingredients considered according exceed the following cutoffs

Very Toxic (T+) >= 0.1%	Toxic (T) >= 3.0%
R50 >= 0.25%	Corrosive (C) >= 5.0%
R51 >= 2.5%	
else >= 10%	

where percentage is percentage of ingredient found in the mixture

Personal Protective Equipment advice is contained in Section 8 of the MSDS.

Section 7 - HANDLING AND STORAGE

PROCEDURE FOR HANDLING

- Limit all unnecessary personal contact.
- Wear protective clothing when risk of exposure occurs.
- Use in a well-ventilated area.
- Avoid contact with incompatible materials.
- When handling, DO NOT eat, drink or smoke.
- Keep containers securely sealed when not in use.
- Avoid physical damage to containers.
- Always wash hands with soap and water after handling.

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 4 of 8

Section 7 - HANDLING AND STORAGE

- Work clothes should be laundered separately.
- Use good occupational work practice.
- Observe manufacturer's storing and handling recommendations.
- Atmosphere should be regularly checked against established exposure standards to ensure safe working conditions are maintained.

SUITABLE CONTAINER

- Polyethylene or polypropylene container.
- Packing as recommended by manufacturer.
- Check all containers are clearly labelled and free from leaks.

STORAGE INCOMPATIBILITY

Avoid contamination of water, foodstuffs, feed or seed. None known.

STORAGE REQUIREMENTS

- Store in original containers.
- Keep containers securely sealed.
- Store in a cool, dry, well-ventilated area.
- Store away from incompatible materials and foodstuff containers.
- Protect containers against physical damage and check regularly for leaks.
- Observe manufacturer's storing and handling recommendations.

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE CONTROLS

No data available for acrylic resin as (CAS: Various).

No data available for water as (CAS: 7732-18-5).

Not available. Refer to individual constituents.

INGREDIENT DATA

ACRYLIC RESIN:

Dusts not otherwise classified, as inhalable dust;
ES TWA: 10 mg/m³.

WATER:

No exposure limits set by NOHSC or ACGIH.

PERSONAL PROTECTION

EYE

- Safety glasses with side shields.
- Chemical goggles.
- Contact lenses may pose a special hazard; soft contact lenses may absorb and concentrate irritants. A written policy document, describing the wearing of lens or restrictions on use, should be created for each workplace or task. This should include a review of lens absorption and adsorption for the class of chemicals in use and an account of injury experience. Medical and first-aid personnel should be trained in their removal and suitable equipment should be readily available. In the event of chemical exposure, begin eye irrigation immediately and remove contact lens as soon as practicable. Lens should be removed at the first signs of eye redness or irritation - lens should be removed in a clean environment only after workers have washed hands thoroughly. [CDC NIOSH Current Intelligence Bulletin 59].

HANDS/FEET

Wear general protective gloves, eg. light weight rubber gloves.

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 5 of 8
Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

OTHER

No special equipment needed when handling small quantities.

OTHERWISE:

- Overalls.
- Barrier cream.
- Eyewash unit.

GLOVE SELECTION INDEX

Glove selection is based on a modified presentation of the:

"Forsberg Clothing Performance Index".

The effect(s) of the following substance(s) are taken into account in the computer-generated selection: water

Glove selection is based on a modified presentation of the:

"Forsberg Clothing Performance Index".

The effect(s) of the following substance(s) are taken into account in the computer-generated selection:

Protective Material CPI *

BUTYL	A
NEOPRENE	A
VITON	A
PVA	C
NATURAL RUBBER	C

Glove selection is based on a modified presentation of the:

"Forsberg Clothing Performance Index".

The effect(s) of the following substance(s) are taken into account in the computer-generated selection:

Protective Material CPI *

* CPI - Chemwatch Performance Index

A: Best Selection

B: Satisfactory; may degrade after 4 hours continuous immersion

C: Poor to Dangerous Choice for other than short term immersion

NOTE: As a series of factors will influence the actual performance of the glove, a final selection must be based on detailed observation. -

* Where the glove is to be used on a short term, casual or infrequent basis, factors such as "feel" or convenience (e.g. disposability), may dictate a choice of gloves which might otherwise be unsuitable following long-term or frequent use. A qualified practitioner should be consulted.

The local concentration of material, quantity and conditions of use

determine the type of personal protective equipment required.

For further information consult site specific CHEMWATCH data (if available), or your Occupational Health and Safety Advisor.

ENGINEERING CONTROLS

General exhaust is adequate under normal operating conditions. If risk of overexposure exists, wear SAA approved respirator. Correct fit is essential to obtain adequate protection. Provide adequate ventilation in workrooms or closed storage areas. Air contaminants generated in the workplace possess varying "escape" velocities which, in turn, determine the "capture velocities" of fresh circulating air required to effectively remove the contaminant.

Type of Contaminant:	Air Speed:
solvent, vapours, degreasing etc., evaporating from tank (in still air)	0.25-0.5 m/s (50-100 f/min)
aerosols, fumes from pouring operations, intermittent container	0.5-1 m/s (100-200 f/min.)

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 6 of 8

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

(filling, low speed) conveyor transfers,
welding, spray drift, plating acid
fumes, pickling (released at low
velocity into zone of active
generation)
direct spray, spray painting in shallow
booths, drum filling, conveyor loading,
crusher dusts, gas discharge (active
generation into zone of rapid air
motion)
grinding, abrasive blasting, tumbling;
high speed wheel generated dusts
(released at high initial velocity into
zone of very high rapid air motion).

1-2.5 m/s (200-500 l/min)

2.5-10 m/s (500-2000 l/min.)

Within each range the appropriate value depends on:

Lower end of the range

- 1: Room air currents minimal or favourable to capture
- 2: Contaminants of low toxicity or of nuisance value only
- 3: Intermittent, low production
- 4: Large hood or large air mass in motion

Upper end of the range

- 1: Disturbing room air currents
- 2: Contaminants of high toxicity
- 3: High production, heavy use
- 4: Small hood - local control only

Simple theory shows that air velocity falls rapidly with distance away from the opening of a simple extraction pipe. Velocity generally decreases with the square of distance from the extraction point (in simple cases). Therefore the air speed at the extraction point should be adjusted, accordingly, after reference to distance from the contaminating source. The air velocity at the extraction fan, for example, should be a minimum of 1-2 m/s (200-400 l/min.) for extraction of solvents generated in a tank 2 meters distant from the extraction point. Other mechanical considerations, producing performance deficits within the extraction apparatus, make it essential that theoretical air velocities are multiplied by factors of 10 or more when extraction systems are installed or used.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE

Beige paste with a slight latex odour; mixes with water.

PHYSICAL PROPERTIES

Mixes with water.

Molecular Weight: Not applicable
Melting Range (°C): Not available
Solubility in water (g/l): Insoluble
pH (1% solution): Not available
Volatile Component (%vol): Not available
Relative Vapour Density (air=1): Not available
Lower Explosive Limit (%): Not applicable
Autoignition Temp (°C): Not applicable
State: Free-flowing Paste

Boiling Range (°C): >100
Specific Gravity (water=1): 1.16
pH (as supplied): 7.4-7.9
Vapour Pressure (kPa): Not available
Evaporation Rate: Slow
Flash Point (°C): Non Flammable
Upper Explosive Limit (%): Not applicable
Decomposition Temp (°C): Not available

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5018-41
CD 2005/3 Page 7 of 8

Section 10 - CHEMICAL STABILITY AND REACTIVITY INFORMATION

CONDITIONS CONTRIBUTING TO INSTABILITY

Product is considered stable and hazardous polymerisation will not occur.

Section 11 - TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS

ACUTE HEALTH EFFECTS

SWALLOWED

The material has NOT been classified by EC Directives or other classification systems as "harmful by ingestion". This is because of the lack of corroborating animal or human evidence. The material may still be damaging to the health of the individual, following ingestion, especially where pre-existing organ (eg. liver, kidney) damage is evident. Present definitions of harmful or toxic substances are generally based on doses producing mortality rather than those producing morbidity (disease, ill-health). Gastrointestinal tract discomfort may produce nausea and vomiting. In an occupational setting however, ingestion of insignificant quantities is not thought to be cause for concern.

EYE

Although the material is not thought to be an irritant (as classified by EC Directives), direct contact with the eye may produce transient discomfort characterised by tearing or conjunctival redness (as with windburn).

SKIN

The material is not thought to produce adverse health effects or skin irritation following contact (as classified by EC Directives using animal models). Nevertheless, good hygiene practice requires that exposure be kept to a minimum and that suitable gloves be used in an occupational setting.

INHALED

The material is not thought to produce adverse health effects or irritation of the respiratory tract (as classified by EC Directives using animal models). Nevertheless, good hygiene practice requires that exposure be kept to a minimum and that suitable control measures be used in an occupational setting.

CHRONIC HEALTH EFFECTS

Long-term exposure to the product is not thought to produce chronic effects adverse to the health (as classified by EC Directives using animal models); nevertheless exposure by all routes should be minimised as a matter of course.

TOXICITY AND IRRITATION

Not available. Refer to individual constituents.

unless otherwise specified data extracted from RTECS - Register of Toxic Effects of Chemical Substances

ACRYLIC RESIN:

No data of toxicological significance identified in literature search.

CAUTION: The chronic health effects of acrylic monomers are under review.

Use good occupational work practices to avoid personal contact.

WATER:

No significant acute toxicological data identified in literature search.

continued...

MAPEI ULTRA/BOND ECO 350

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5010-41
CD 2005/3 Page 8 of 8

Section 12 - ECOLOGICAL INFORMATION

DO NOT discharge into sewer or waterways.

Section 13 - DISPOSAL CONSIDERATIONS

- Recycle whenever possible or consult manufacturer for recycling options.
- Consult State Land Waste Management Authority for disposal.
- Bury residue in an authorised landfill.
- Recycle containers if possible, or dispose of in an authorised landfill.

Section 14 - TRANSPORTATION INFORMATION

Dangerous Goods Class: None

Subrisk: None

UN/NA Number: None

Packing Group: None

Labels Required:

Additional Shipping Information:

International Transport Regulations:

IMO Dangerous Goods class: None

IMO Packing group: None

IATA Dangerous goods class: None

Cargo Instructions:

Cargo Max:

Passenger Instructions:

Passenger Max:

Special Provisions: None, None

HAZCHEM

None

Section 15 - REGULATORY INFORMATION

POISONS SCHEDULE

None

REGULATIONS

water (CAS: 7732-18-5) is found on the following regulatory lists

Australian Inventory of Chemical Substances (AICS)

Chinese Synonyms

No data available for acrylic resin as CAS: Various.

Section 16 - OTHER INFORMATION

This document is copyright. Apart from any fair dealing for the purposes of private study, research, review or criticism, as permitted under the Copyright Act, no part may be reproduced by any process without written permission from CHEMWATCH TEL (+61 3) 9572 4700.

Issue Date: Thu 31-Mar-2005

Print Date: Tue 15-Nov-2005

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-29
CD 2005/3 Page 1 of 10

Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME

MAPEI KERABOND PLUS GREY

SYNONYMS

PRODUCT USE

Cement based powder adhesive. Used according to manufacturers directions.

SUPPLIER

Company: Mapoi Australia P/L

Address:

12 Parkview Drive

Archerfield

QLD, 4108

AUS

Telephone: +61 7 3276 5000

Fax: +61 7 3276 5076

Section 2 - HAZARDS IDENTIFICATION

STATEMENT OF HAZARDOUS NATURE

HAZARDOUS SUBSTANCE, NON-DANGEROUS GOODS. According to the
Criteria of NOHSC, and the ADG Code.

POISONS SCHEDULE

None

RISK

Causes burns.
Risk of serious damage to eyes.
Inhalation may produce health damage*.
Cumulative effects may result following exposure*.
Possible respiratory and skin sensitizer*.
* (limited evidence).

SAFETY

Keep locked up.
Do not breathe dust.
Avoid contact with eyes.
Wear suitable protective clothing.
Use only in well ventilated areas.
Keep container in a well ventilated place.
To clean the floor and all objects contaminated by this material, use water and
detergent.
Take off immediately all contaminated clothing.
In case of accident or if you feel unwell IMMEDIATELY contact Doctor or Poisons
Information Centre (show label if possible).

continued..

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 512B-29
CD 2005/3 Page 2 of 10

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS RN	%
portland cement	65997-15-1	35-49.99

Section 4 - FIRST AID MEASURES

SWALLOWED

- If swallowed do NOT induce vomiting.
- If vomiting occurs, lean patient forward or place on left side (head-down position, if possible) to maintain open airway and prevent aspiration.
- Observe the patient carefully.
- Never give liquid to a person showing signs of being sleepy or with reduced awareness; i.e. becoming unconscious.
- Give water to rinse out mouth, then provide liquid slowly and as much as casualty can comfortably drink.
- Seek medical advice.

EYE

- If this product comes in contact with the eyes:
- Immediately hold eyelids apart and flush the eye continuously with running water.
- Ensure complete irrigation of the eye by keeping eyelids apart and away from eye and moving the eyelids by occasionally lifting the upper and lower lids.
- Continue flushing until advised to stop by the Poisons Information Centre or a doctor, or for at least 15 minutes.
- Transport to hospital or doctor without delay.
- Removal of contact lenses after an eye injury should only be undertaken by skilled personnel.

SKIN

- If skin or hair contact occurs:
- Immediately flush body and clothes with large amounts of water, using safety shower if available.
- Quickly remove all contaminated clothing, including footwear.
- Wash skin and hair with running water. Continue flushing with water until advised to stop by the Poisons Information Centre.
- Transport to hospital, or doctor.

INHALED

- If fumes or combustion products are inhaled remove from contaminated area.
- Lay patient down. Keep warm and rested.
- Prostheses such as false teeth, which may block airway, should be removed, where possible, prior to initiating first aid procedures.
- Apply artificial respiration if not breathing, preferably with a demand valve resuscitator, bag-valve mask device, or pocket mask as trained. Perform CPR if necessary.
- Transport to hospital, or doctor, without delay.

NOTES TO PHYSICIAN

- For acute or short-term repeated exposures to highly alkaline materials.
- Respiratory stress is uncommon but present occasionally because of soft tissue edema.
- Unless endotracheal intubation can be accomplished under direct vision, cricothyrotomy or tracheotomy may be necessary.
- Oxygen is given as indicated.
- The presence of shock suggests perforation and mandates an intravenous fluid administration.

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-29
CD 2005/3 Page 3 of 10
Section 4 - FIRST AID MEASURES

- Damage due to alkaline corrosives occurs by liquefaction necrosis whereby the saponification of fats and solubilisation of proteins allow deep penetration into the tissue.
- Alkalis continue to cause damage after exposure.

INGESTION:

- Milk and water are the preferred diluents.
- No more than 2 glasses of water should be given to an adult.
- Neutralising agents should never be given since exothermic heat reaction may compound injury.
- Catharsis and emesis are absolutely contra-indicated.
- Activated charcoal does not absorb alkali.
- Gastric lavage should not be used.

Supportive care involves the following:

- Withhold oral feedings initially.
- If endoscopy confirms transmucosal injury start steroids only within the first 48 hours.
- Carefully evaluate the amount of tissue necrosis before assessing the need for surgical intervention.
- Patients should be instructed to seek medical attention whenever they develop difficulty in swallowing (dysphagia).

SKIN AND EYE:

- Injury should be irrigated for 20-30 minutes.
- Eye injuries require saline. (Ellenhorn & Barceloux: Medical Toxicology).

Section 5 - FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

- There is no restriction on the type of extinguisher which may be used.
- Use extinguishing media suitable for surrounding area.

FIRE FIGHTING

- Alert Fire Brigade and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves for fire only.
- Prevent, by any means available, spillage from entering drains or water courses.
- Use fire fighting procedures suitable for surrounding area.
- DO NOT approach containers suspected to be hot.
- Cool fire exposed containers with water spray from a protected location.
- If safe to do so, remove containers from path of fire.
- Equipment should be thoroughly decontaminated after use.

FIRE/EXPLOSION HAZARD

- Non combustible.
- Not considered a significant fire risk, however containers may burn.
- Decomposition may produce toxic fumes of metal oxides.
- May emit poisonous fumes.
- May emit corrosive fumes.

FIRE INCOMPATIBILITY

None known.

HAZCHEM

None

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-20
CD 2005/3 Page 4 of 10

Section 5 - FIRE FIGHTING MEASURES

Personal Protective Equipment

PERSONAL PROTECTION EQUIPMENT

Breathing apparatus.

Gas tight chemical resistant suit.

Limit exposure duration to 1 BA set - 30 mins.

Section 6 - ACCIDENTAL RELEASE MEASURES

EMERGENCY PROCEDURES

MINOR SPILLS

- Remove all ignition sources.
- Clean up all spills immediately.
- Avoid contact with skin and eyes.
- Control personal contact by using protective equipment.
- Use dry clean up procedures and avoid generating dust.
- Place in a suitable labelled container for waste disposal.

MAJOR SPILLS

Moderate hazard.

- CAUTION: Advise personnel in area.
- Alert Emergency Services and tell them location and nature of hazard.
- Control personal contact by wearing protective clothing.
- Prevent, by any means available, spillage from entering drains or water courses.
- Recover product wherever possible.
- IF DRY: Use dry clean up procedures and avoid generating dust. Collect residues and place in sealed plastic bags or other containers for disposal. IF WET: Vacuum/shovel up and place in labelled containers for disposal.
- ALWAYS: Wash area down with large amounts of water and prevent runoff into drains.
- If contamination of drains or waterways occurs, advise Emergency Services.

EMERGENCY EXPOSURE LIMITS

Material	Revised IDLH Value (ppm)	Revised IDLH Value (mg/m3)
Portland cement		5,000

Personal Protective Equipment advice is contained in Section 8 of the MSDS.

Section 7 - HANDLING AND STORAGE

PROCEDURE FOR HANDLING

- Avoid all personal contact, including inhalation.
- Wear protective clothing when risk of exposure occurs.
- Use in a well-ventilated area.
- Prevent concentration in hollows and sumps.
- DO NOT enter confined spaces until atmosphere has been checked.
- DO NOT allow material to contact humans, exposed food or food utensils.
- Avoid contact with incompatible materials.
- When handling, DO NOT eat, drink or smoke.
- Keep containers securely sealed when not in use.
- Avoid physical damage to containers.
- Always wash hands with soap and water after handling.
- Work clothes should be laundered separately. Launder contaminated clothing before re-use.

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-20
CD 2005/3 Page 5 of 10

Section 7 - HANDLING AND STORAGE

- Use good occupational work practice.
- Observe manufacturer's storing and handling recommendations.
- Atmosphere should be regularly checked against established exposure standards to ensure safe working conditions are maintained.

SUITABLE CONTAINER

- Polyethylene or polypropylene container.
- Check all containers are clearly labelled and free from leaks.

STORAGE INCOMPATIBILITY

None known.

STORAGE REQUIREMENTS

Observe manufacturer's storing and handling recommendations.

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE CONTROLS

Source	Material	TWA ppm	TWA mg/m ³	STEL ppm	STEL mg/m ³	Peak ppm	Peak mg/m ³
Australian Exposure Standards	Portland cement		10				
Not available. Refer to individual constituents.							

INGREDIENT DATA

PORTLAND CEMENT:

Portland cement is considered to be a nuisance dust that does not cause fibrosis and has little potential to induce adverse effects on the lung.

PERSONAL PROTECTION

EYE

- Chemical goggles.
- Full face shield may be required for supplementary but never for primary protection of eyes.
- Contact lenses may pose a special hazard; soft contact lenses may absorb and concentrate irritants. A written policy document, describing the wearing of lens or restrictions on use, should be created for each workplace or task. This should include a review of lens absorption and adsorption for the class of chemicals in use and an account of injury experience. Medical and first-aid personnel should be trained in their removal and suitable equipment should be readily available. In the event of chemical exposure, begin eye irrigation immediately and remove contact lens as soon as practicable. Lens should be removed at the first signs of eye redness or irritation - lens should be removed in a clean environment only after workers have washed hands thoroughly. [CDC NIOSH Current Intelligence Bulletin 59].

HANDS/FEET

Wear chemical protective gloves, eg. PVC.

Wear safety footwear or safety gumboots, eg. Rubber.

NOTE: The material may produce skin sensitisation in predisposed individuals. Care must be taken, when removing gloves and other protective equipment, to avoid all possible skin contact.

OTHER

- Overalls.
- P.V.C. apron.

continued..

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5120-20
CD 2005/3 Page 6 of 10

Section II - EXPOSURE CONTROLS / PERSONAL PROTECTION

- Barrier cream.
- Skin cleansing cream.
- Eye wash unit.

RESPIRATOR

Protection Factor	Half-Face Respirator	Full-Face Respirator	Powered Air Respirator
10 x ES	P1 Air-line*	P1	PAPR-P1
50 x ES	Air-line**	P2	PAPR-P2
100 x ES		P3	
100+ x ES		Air-line*	PAPR-P3
		Air-line**	

* - Negative pressure demand ** - Continuous flow.

The local concentration of material, quantity and conditions of use determine the type of personal protective equipment required. For further information consult site specific CHEMWATCH data (if available), or your Occupational Health and Safety Advisor.

ENGINEERING CONTROLS

General exhaust is adequate under normal operating conditions. Local exhaust ventilation may be required in special circumstances. If risk of overexposure exists, wear approved respirator. Supplied-air type respirator may be required in special circumstances. Correct fit is essential to ensure adequate protection. Provide adequate ventilation in warehouses and enclosed storage areas. Air contaminants generated in the workplace possess varying "escape" velocities which, in turn, determine the "capture velocities" of fresh circulating air required to effectively remove the contaminant.

Type of Contaminant:	Air Speed:
solvent, vapours, degreasing etc., evaporating from tank (in still air).	0.25-0.5 m/s (50-100 f/min)
aerosols, fumes from pouring operations, intermittent container filling, low speed conveyor transfers, welding, spray drift, plating acid fumes, pickling (released at low velocity into zone of active generation)	0.5-1 m/s (100-200 f/min.)
direct spray, spray painting in shallow booths, drum filling, conveyor loading, crusher dusts, gas discharge (active generation into zone of rapid air motion)	1-2.5 m/s (200-500 f/min.)
grinding, abrasive blasting, tumbling, high speed wheel generated dusts (released at high initial velocity into zone of very high rapid air motion)	2.5-10 m/s (500-2000 f/min.)

Within each range the appropriate value depends on:

Lower end of the range	Upper end of the range
1: Room air currents minimal or favourable to capture	1: Disturbing room air currents
2: Contaminants of low toxicity or of nuisance value only.	2: Contaminants of high toxicity
3: Intermittent, low production.	3: High production, heavy use
4: Large hood or huge air mass in motion	4: Small hood-local control only

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5120-20
CD 2005/3 Page 7 of 10

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Simple theory shows that air velocity falls rapidly with distance away from the opening of a simple extraction pipe. Velocity generally decreases with the square of distance from the extraction point (in simple cases). Therefore the air speed at the extraction point should be adjusted, accordingly, after reference to distance from the contaminating source. The air velocity at the extraction fan, for example, should be a minimum of 1-2 m/s (200-400 ft/min) for extraction of solvents generated in a tank 2 meters distant from the extraction point. Other mechanical considerations, producing performance deficits within the extraction apparatus, make it essential that theoretical air velocities are multiplied by factors of 10 or more when extraction systems are installed or used.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE

Grey powder with a slight characteristic cement odour, partially miscible with water (<5 g/L).

PHYSICAL PROPERTIES

Alkaline.

Molecular Weight: Not Available
Melting Range (°C): Not Available
Solubility in water (g/L): Partly Miscible
pH (1% solution): 12 (10% dispersion)
Volatile Component (%vol): Not Available
Relative Vapour Density (air=1): Not Available
Lower Explosive Limit (%): Not Available
Autoignition Temp (°C): Not Available
State: Divided Solid

Boiling Range (°C): Not Available
Specific Gravity (water=1): 1.5
pH (as supplied): Not Available
Vapour Pressure (kPa): Not Available
Evaporation Rate: Not Available
Flash Point (°C): Not Applicable
Upper Explosive Limit (%): Not Available
Decomposition Temp (°C): Not Available

Section 10 - CHEMICAL STABILITY AND REACTIVITY INFORMATION

CONDITIONS CONTRIBUTING TO INSTABILITY

- Presence of incompatible materials.
- Product is considered stable.
- Hazardous polymerisation will not occur.

Section 11 - TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS

ACUTE HEALTH EFFECTS

SWALLOWED

The material can produce chemical burns within the oral cavity and gastrointestinal tract following ingestion.

The material has NOT been classified by EC Directives or other classification systems as "harmful by ingestion". This is because of the lack of corroborating animal or human evidence. The material may still be damaging to the health of the individual, following ingestion, especially where pre-existing organ (eg. liver, kidney) damage is evident. Present definitions of harmful or toxic

continued...

MAPELKERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 3128-20
CD 2005/3 Page 8 of 10

Section 11 - TOXICOLOGICAL INFORMATION

substances are generally based on doses producing mortality rather than those producing morbidity (disease, ill-health). Gastrointestinal tract discomfort may produce nausea and vomiting. In an occupational setting however, ingestion of insignificant quantities is not thought to be cause for concern.

EYE

The material can produce chemical burns to the eye following direct contact. Vapours or mists may be extremely irritating.

SKIN

The material can produce chemical burns following direct contact with the skin.

Skin contact is not thought to have harmful health effects (as classified under EC Directives); the material may still produce health damage following entry through wounds, lesions or abrasions.

Entry into the blood-stream, through, for example, cuts, abrasions or lesions, may produce systemic injury with harmful effects. Examine the skin prior to the use of the material and ensure that any external damage is suitably protected. Products when wet may be quite alkaline and this alkali action on the skin may contribute to cement contact dermatitis by causing drying and defatting of the skin which may be followed by hardening, cracking, development of lesions, possible infections of lesions and penetration by soluble salts.

INHALED

Inhalation of dusts, generated by the material during the course of normal handling, may be damaging to the health of the individual.

The material can cause respiratory irritation in some persons. The body's response to such irritation can cause further lung damage.

Effects on lungs are significantly enhanced in the presence of respirable particles.

CHRONIC HEALTH EFFECTS

Repeated exposures, in an occupational setting, to high levels of fine-divided dusts may produce a condition known as pneumoconiosis, which is the lodgement of any inhaled dusts in the lung irrespective of the effect. This is particularly true when a significant number of particles less than 0.6 microns (1/50,000 inch), are present. Lung shadows are seen in the X-ray. Symptoms of pneumoconiosis may include a progressive dry cough, shortness of breath on exertion, increased chest expansion, weakness and weight loss. As the disease progresses the cough produces a stringy mucous, vital capacity decreases further and shortness of breath becomes more severe. Pneumoconiosis is the accumulation of dusts in the lungs and the tissue reaction in its presence. It is further classified as being of noncollagenous or collagenous types. Noncollagenous pneumoconiosis, the benign form, is identified by minimal stromal reaction, consists mainly of reticular fibres, an intact alveolar architecture and is potentially reversible. Asthma-like symptoms may continue for months or even years after exposure to the material ceases. This may be due to a non-allergic condition known as reactive airways dysfunction syndrome (RADS) which can occur following exposure to high levels of highly irritating compound. Key criteria for the diagnosis of RADS include the absence of preceding respiratory disease, in a non-smoking individual, with abrupt onset of persistent asthma-like symptoms within minutes to hours of a documented exposure to the irritant. A reversible airflow pattern, on spirometry, with the presence of moderate to severe bronchial hyperactivity on methacholine challenge testing and the lack of minimal lymphocytic inflammation, without eosinophilia, have also been included in the criteria for diagnosis of RADS. RADS (or asthma) following an irritating inhalation is an infrequent disorder with rates related to the concentration of and duration of exposure to the irritating substance. Industrial bronchitis, on the other hand, is a disorder that occurs as result of exposure due to high concentrations of irritating substance (often particulate in nature) and is

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-20
CD 2005/3 Page 9 of 10

Section 11 - TOXICOLOGICAL INFORMATION

completely reversible after exposure ceases. The disorder is characterised by dyspnea, cough and mucous production. There is some evidence that inhaling this product is more likely to cause a sensitisation reaction in some persons compared to the general population. There is limited evidence that, skin contact with this product is more likely to cause a sensitisation reaction in some persons compared to the general population. Respiratory sensitisation may result in allergic/asthma like responses; from coughing and minor breathing difficulties to bronchitis with wheezing, gasping.

TOXICITY AND IRRITATION

Not available. Refer to individual constituents.

unless otherwise specified data extracted from RTECS - Register of Toxic Effects of Chemical Substances

PORTLAND CEMENT:

Not available. Refer to individual constituents.

Section 12 - ECOLOGICAL INFORMATION

DO NOT discharge into sewer or waterways.

Section 13 - DISPOSAL CONSIDERATIONS

Puncture containers to prevent re-use and bury at an authorised landfill.

- Recycle wherever possible.
- Consult manufacturer for recycling options or consult local or regional waste management authority for disposal if no suitable treatment or disposal facility can be identified.
- Dispose of by: Burial in a licensed land-fill or incineration in a licensed apparatus (after admixture with suitable combustible material)
- Decontaminate empty containers. Observe all label safeguards until containers are cleaned and destroyed.

Section 14 - TRANSPORTATION INFORMATION

Dangerous Goods Class: None

Subrisk: None

UNNA Number: None

Packing Group: None

Labels Required:

Additional Shipping Information:

International Transport Regulations:

IMO Dangerous Goods class: None

IMO Packing group: None

IATA Dangerous goods class: None

Cargo Instructions:

Cargo Max:

Passenger Instructions:

Passenger Max:

Special Provisions: None, None

HAZCHEM

None

continued...

MAPEI KERABOND PLUS GREY

Chemwatch Material Safety Data Sheet
Issue Date: Wed 30-Mar-2005

CHEMWATCH 5128-25
CD 2005/3 Page 10 of 10

Section 15 - REGULATORY INFORMATION

POISONS SCHEDULE

None

REGULATIONS

portland cement (CAS. 65997-15-1) is found on the following regulatory lists:
Australian Inventory of Chemical Substances (AICS)
Australia High Volume Industrial Chemical List (HVICL)

Section 16 - OTHER INFORMATION

This document is copyright. Apart from any fair dealing for the purposes of private study, research, review or criticism, as permitted under the Copyright Act, no part may be reproduced by any process without written permission from CHEMWATCH. TEL (+61 3) 9572 4700.

Issue Date: Wed 30-Mar-2005
Print Date: Thu 10-Nov-2005

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 1 of 8

Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME
MAPEI ISOLASTIC

SYNONYMS
"synthetic polymer aqueous dispersion"

PRODUCT USE
Water dispersion of synthetic polymers.

SUPPLIER
Company: Mapei Australia P/L
Address:
12 Parkview Drive
Archerfield
QLD, 4108
AUS
Telephone: +61 7 3276 5000
Fax: +61 7 3276 5076

Section 2 - HAZARDS IDENTIFICATION

STATEMENT OF HAZARDOUS NATURE
NON-HAZARDOUS SUBSTANCE, NON-DANGEROUS GOODS. According to
the Criteria of NOHSC, and the ADG Code.

POISONS SCHEDULE
None

RISK
May produce discomfort of the eyes and skin*.
* (limited evidence).

SAFETY
Avoid contact with skin.
Wear eye/face protection.
In case of contact with eyes, rinse with plenty of water and contact Doctor or
Poisons Information Centre.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS RN	%
adhesive base as		
acrylic resin	Various	Not spec.
fillers, pigments unspecified		Not spec.
water	7732-18-9	Not spec.
No other ingredient information supplied.		

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 2 of 8

Section 4 - FIRST AID MEASURES

SWALLOWED

- Immediately give a glass of water.
- First aid is not generally required. If in doubt, contact a Poisons Information Centre or a doctor.

EYE

- If this product comes in contact with the eyes:
- Wash out immediately with fresh running water.
- Ensure complete irrigation of the eye by keeping eyelids apart and away from eye and moving the eyelids by occasionally lifting the upper and lower lids.
- If pain persists or recurs seek medical attention.
- Removal of contact lenses after an eye injury should only be undertaken by skilled personnel.

SKIN

- If skin contact occurs:
- Immediately remove all contaminated clothing, including footwear.
- Flush skin and hair with running water (and soap if available).
- Seek medical attention in event of irritation.

INHALED

- If fumes or combustion products are inhaled remove from contaminated area.
- Other measures are usually unnecessary.

NOTES TO PHYSICIAN

Treat symptomatically.

Section 5 - FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

- There is no restriction on the type of extinguisher which may be used.
- Use extinguishing media suitable for surrounding area.

FIRE FIGHTING

- Alert Fire Brigade and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves for fire only.
- Prevent, by any means available, spillage from entering drains or water courses.
- Use fire fighting procedures suitable for surrounding area.
- DO NOT approach containers suspected to be hot.
- Cool fire exposed containers with water spray from a protected location.
- If safe to do so, remove containers from path of fire.
- Equipment should be thoroughly decontaminated after use.

FIRE/EXPLOSION HAZARD

- Non combustible.
 - Not considered a significant fire risk, however containers may burn.
- May emit corrosive fumes.

FIRE INCOMPATIBILITY

None known.

HAZCHEM

None

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 3 of 3

Section 5 - FIRE FIGHTING MEASURES

Personal Protective Equipment
PERSONAL PROTECTION EQUIPMENT
Gloves, boots (chemical resistant).

Section 6 - ACCIDENTAL RELEASE MEASURES

EMERGENCY PROCEDURES

MINOR SPILLS

- Clean up all spills immediately.
- Avoid breathing vapours and contact with skin and eyes.
- Control personal contact by using protective equipment.
- Contain and absorb spill with sand, earth, inert material or vermiculite.
- Wipe up.
- Place in a suitable labelled container for waste disposal.

MAJOR SPILLS

- Moderate hazard.
- Clear area of personnel and move upwind.
- Alert Fire Brigade and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves.
- Prevent, by any means available, spillage from entering drains or water course.
- Stop leak if safe to do so.
- Contain spill with sand, earth or vermiculite.
- Collect recoverable product into labelled containers for recycling.
- Neutralise/decontaminate residue.
- Collect solid residues and seal in labelled drums for disposal.
- Wash area and prevent runoff into drains.
- After clean up operations, decontaminate and launder all protective clothing and equipment before storing and re-using.
- If contamination of drains or waterways occurs, advise emergency services.

EMERGENCY RESPONSE PLANNING GUIDELINES (ERPGL)

The maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to one hour WITHOUT experiencing or developing

life-threatening health effects is:

water 500 mg/m³

irreversible or other serious effects or symptoms which could impair an individual's ability to take protective action is:

water 500 mg/m³

other than mild, transient adverse effects without perceiving a clearly defined odour is:

water 500 mg/m³

The threshold concentration below which most people will experience no appreciable risk of health effects:

water 500 mg/m³

American Industrial Hygiene Association (AIHA)

Ingredients considered according exceed the following cutoffs

Very Toxic (T+) >= 0.1%	Toxic (T) >= 3.0%
R50 >= 0.25%	Corrosive (C) >= 5.0%
R51 >= 2.5%	

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 4 of 8

Section 6 - ACCIDENTAL RELEASE MEASURES

else $\geq 10\%$
where percentage is percentage of ingredient found in the mixture

Personal Protective Equipment advice is contained in Section 8 of the MSDS.

Section 7 - HANDLING AND STORAGE

PROCEDURE FOR HANDLING

- Avoid all personal contact, including inhalation.
- Wear protective clothing when risk of exposure occurs.
- Use in a well-ventilated area.
- Avoid contact with moisture.
- Avoid contact with incompatible materials.
- When handling, DO NOT eat, drink or smoke.
- Keep containers securely sealed when not in use.
- Avoid physical damage to containers.
- Always wash hands with soap and water after handling.
- Work clothes should be laundered separately. Launder contaminated clothing before re-use.
- Use good occupational work practice.
- Observe manufacturer's storing and handling recommendations.
- Atmosphere should be regularly checked against established exposure standards to ensure safe working conditions are maintained.
- DO NOT allow clothing wet with material to stay in contact with skin.

SUITABLE CONTAINER

- Polyethylene or polypropylene container.
- Packing as recommended by manufacturer
- Check all containers are clearly labelled and free from leaks.

STORAGE INCOMPATIBILITY

None known.

STORAGE REQUIREMENTS

- Store in original containers.
- Keep containers securely sealed.
- Store in a cool, dry, well-ventilated area.
- Store away from incompatible materials and foodstuff containers.
- Protect containers against physical damage and check regularly for leaks.
- Observe manufacturer's storing and handling recommendations.

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE CONTROLS

No data available for acrylic resin as (CAS: Various)
No data available for water as (CAS: 7732-18-5)
None assigned for mixture or identified for ingredient(s).

INGREDIENT DATA

ACRYLIC RESIN:

Dusts not otherwise classified, as respirable dust;
ES TWA: 10 mg/m³.

WATER:

No exposure limits set by NIOSH or ACGIH.

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 5 of 8

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

PERSONAL PROTECTION

EYE

- Safety glasses with side shields.
- Chemical goggles.
- Contact lenses may pose a special hazard; soft contact lenses may absorb and concentrate irritants. A written policy document, describing the wearing of lens or restrictions on use, should be created for each workplace or task. This should include a review of lens absorption and adsorption for the class of chemicals in use and an account of injury experience. Medical and first-aid personnel should be trained in their removal and suitable equipment should be readily available. In the event of chemical exposure, begin eye irrigation immediately and remove contact lens as soon as practicable. Lens should be removed at the first signs of eye redness or irritation - lens should be removed in a clean environment only after workers have washed hands thoroughly. (CDC NIOSH Current Intelligence Bulletin 59).

HANDS/FEET

- Wear chemical protective gloves, eg. PVC.
- Wear safety footwear or safety gumboots, eg. Rubber.

OTHER

- Overallis.
- P.V.C. apron.
- Barrier cream.
- Skin cleansing cream.
- Eye wash unit.

The local concentration of material, quantity and conditions of use determine the type of personal protective equipment required. For further information consult site specific CHEMWATCH data (if available), or your Occupational Health and Safety Advisor.

ENGINEERING CONTROLS

General exhaust is adequate under normal operating conditions. Local exhaust ventilation may be required in specific circumstances. If risk of overexposure exists, wear approved respirator. Correct fit is essential to obtain adequate protection. Provide adequate ventilation in warehouse or closed storage areas. Air contaminants generated in the workplace process varying "escape" velocities which, in turn, determine the "capture velocities" of fresh circulating air required to effectively remove the contaminant.

Type of Contaminant:	Air Speed:
solvent, vapours, degreasing etc., evaporating from tank (in still air), aerosols, fumes from pouring operations, intermittent container filling, low speed conveyor transfers, welding, spray drift, plating acid fumes, pickling (releasor at low velocity into zone of active generation)	0.25-0.5 m/s (50-100 f/min) 0.5-1 m/s (100-200 f/min.)
direct spray, spray painting in shallow booths, drum filling, conveyor loading, crusher dusts, gas discharge (active generation into zone of rapid air motion)	1-2.5 m/s (200-500 f/min.)
grinding, abrasive blasting, tumbling,	2.5-10 m/s (500-2000 f/min.)

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 2005/3 Page 6 of 8

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

high speed wheel generated dusts
(released at high initial velocity into
zone of very high rapid air motion).

Within each range the appropriate value depends on:

Lower end of the range

- 1: Room air currents minimal or favourable to capture.
- 2: Contaminants of low toxicity or of nuisance value only.
- 3: Intermittent, low production.
- 4: Large hood or large air mass in motion

Upper end of the range

- 1: Disturbing room air currents
- 2: Contaminants of high toxicity
- 3: High production, heavy use
- 4: Small hood-local control only

Simple theory shows that air velocity falls rapidly with distance away from the opening of a simple extraction pipe. Velocity generally decreases with the square of distance from the extraction point (in simple cases). Therefore the air speed at the extraction point should be adjusted, accordingly, after reference to distance from the contaminating source. The air velocity at the extraction fan, for example, should be a minimum of 1-2 m/s (200-400 ft/min) for extraction of solvents generated in a tank 2 meters distant from the extraction point. Other mechanical considerations, producing performance deficits within the extraction apparatus, make it essential that theoretical air velocities are multiplied by factors of 10 or more when extraction systems are installed or used.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE

White liquid with a characteristic odour; mixes with water.

PHYSICAL PROPERTIES

Liquid.

Mixes with water.

Molecular Weight: Not applicable
Melting Range (°C): Not available
Solubility in water (g/L): Miscible
pH (1% solution): Not available
Volatile Component (%vol): Not available
Relative Vapour Density (air=1): Not available
Lower Explosive Limit (%): Not applicable
Autoignition Temp (°C): Not applicable
State: Liquid

Boiling Range (°C): 100
Specific Gravity (water=1): 1.02
pH (as supplied): 4-5
Vapour Pressure (kPa): Not available
Evaporation Rate: Slow
Flash Point (°C): Non Flammable
Upper Explosive Limit (%): Not applicable
Decomposition Temp (°C): Not available

Section 10 - CHEMICAL STABILITY AND REACTIVITY INFORMATION

CONDITIONS CONTRIBUTING TO INSTABILITY

- Presence of incompatible materials.
- Product is considered stable.
- Hazardous polymerisation will not occur.

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-J1
CD 2005/3 Page 7 of 8

Section 11 - TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS

ACUTE HEALTH EFFECTS

SWALLOWED

The material has NOT been classified by EC Directives or other classification systems as "harmful by ingestion". This is because of the lack of corroborating animal or human evidence. The material may still be damaging to the health of the individual, following ingestion, especially where pre-existing organ (eg. liver, kidney) damage is evident. Present definitions of harmful or toxic substances are generally based on doses producing mortality rather than those producing morbidity (disease, ill-health). Gastrointestinal tract discomfort may produce nausea and vomiting. In an occupational setting however, ingestion of insignificant quantities is not thought to be cause for concern.

EYE

There is some evidence to suggest that this material can cause eye irritation and damage in some persons.

SKIN

There is some evidence to suggest that this material can cause inflammation of the skin on contact in some persons.

Skin contact is not thought to have harmful health effects (as classified under EC Directives); the material may still produce health damage following entry through wounds, lesions or abrasions.

INHALED

The material is not thought to produce adverse health effects or irritation of the respiratory tract (as classified by EC Directives using animal models). Nevertheless, good hygiene practice requires that exposure be kept to a minimum and that suitable control measures be used in an occupational setting.

CHRONIC HEALTH EFFECTS

Long-term exposure to the product is not thought to produce chronic effects adverse to the health (as classified by EC Directives using animal models); nevertheless exposure by all routes should be minimised as a matter of course.

TOXICITY AND IRRITATION

TOXICITY

Not available for mixture or identified for ingredient(s).

IRRITATION

ACRYLIC RESIN:

No data of toxicological significance identified in literature search.

CAUTION: The chronic health effects of acrylic monomers are under review.

Use good occupational work practices to avoid personal contact.

WATER:

No significant acute toxicological data identified in literature search.

Section 12 - ECOLOGICAL INFORMATION

DO NOT discharge into sewer or waterways.

continued...

MAPEI ISOLASTIC

Chemwatch Material Safety Data Sheet
Issue Date: Thu 31-Mar-2005

CHEMWATCH 5042-31
CD 200503 Page 8 of 8

Section 13 - DISPOSAL CONSIDERATIONS

- Recycle wherever possible.
- Consult manufacturer for recycling options or consult local or regional waste management authority for disposal if no suitable treatment or disposal facility can be identified.
- Dispose of by: Burial in a licensed land-fill or Incineration in a licensed apparatus (after admixture with suitable combustible material)
- Decontaminate empty containers. Observe all label safeguards until containers are cleaned and destroyed.

Section 14 - TRANSPORTATION INFORMATION

Dangerous Goods Class: None
Subrisk: None
UN/NA Number: None
Packing Group: None
Labels Required:
Additional Shipping Information:
International Transport Regulations:
IMO Dangerous Goods class: None
IMO Packing group: None
IATA Dangerous goods class: None
Cargo Instructions:
Cargo Max:
Passenger Instructions:
Passenger Max:
Special Provisions: None, None

HAZCHEM

None

Section 15 - REGULATORY INFORMATION

POISONS SCHEDULE

None

REGULATIONS

water (CAS: 7732-18-6) is found on the following regulatory lists:
Australian Inventory of Chemical Substances (AICS)
Chinese Synonyms

No data available for acrylic resin as CAS: Various

Section 16 - OTHER INFORMATION

This document is copyright. Apart from any fair dealing for the purposes of private study, research, review or criticism, as permitted under the Copyright Act, no part may be reproduced by any process without written permission from CHEMWATCH. TEL (+61 3) 9572 4700.

Issue Date: Thu 31-Mar-2005
Print Date: Thu 10-Nov-2005

ANNEXURE B TO SPECIAL BY-LAW 38



Consultants in Acoustics, Vibration and Structural Dynamics

Renzo Tonini & Associates (NSW) Pty Ltd
ABN 20 117 402 061
Level 1, 440 Elizabeth St, SYDNEY NSW 2010
Tel: (61) 2 9216 0500 Fax: (61) 2 9216 0501
Email: info@renzotonini.com.au
www.renzotonini.com.au

Date: 11 August, 2010

Job No: TF020-01

(4 pages)

MR MICHAEL BLINEAU
C/- MAKINSON & D'APICE LAWYERS
LEVEL 12, 135 KING STREET
SYDNEY, NSW 2000

Attention: MS LORRAINE BOOTH

RE: LOT 155 IN SYRATA PLAN 72381 (93 LIVERPOOL STREET, SYDNEY "WORLD TOWER") - ACOUSTIC ADVICE FOR THE INSTALLATION OF TILES TO MEET SPECIAL BY-LAW 4

Our Reference: TF020-01F01 (REV 0) FEE PROPOSAL

Dear Sir/Madam,

Thank you for the opportunity of submitting a fee proposal for this project.

Please find attached the following documents (note that documents B, C and D are only included where appropriate):

- A) Scope of Work, Team and Fees;
- B) Schedule of Hourly Rates & Disbursements (for time based work only);
- C) Relevant Experience (where appropriate);
- D) Curriculum Vitae of key project team (where appropriate);
- E) Terms and Conditions of Engagement; and,
- F) Client Authority.

If the scope of work, fees and terms and conditions are acceptable, please sign and fax back the attached Client Authority so that work may begin.

We look forward in anticipation to working with you on this project and hope for a favourable outcome.

Yours faithfully,

RENZO TONINI & ASSOCIATES (NSW) PTY LTD

Nicholas Tadiet

Acoustic Head & Building Acoustics Group

TF020-01F01 page 1



Scope of Work, Part A and B

1. Scope of Work

Our understanding of your brief is that the owner of Unit 5002 (Lot 155) at World Tower, Sydney would like to install tiles in Lot 155 and that the works must comply with the acoustic performance rating specified in Special By-Law 4.

We propose the following approach:

1. Provide a design that will achieve with the requirements of Special By-Law 4. The design will be outlined in an acoustic report which will include specifications of the materials required to achieve the acoustic performance.
 - a) We request that information of the current floor construction be sought from the Building Manager including information regarding the thickness of concrete slab between Lots and ceiling construction in the Lot below.
 - b) If information pertaining to the floor/ceiling construction is unobtainable, assumptions will be clearly identified in the acoustic report.
2. Prior to any works being carried out, preliminary acoustic tests of the underlay and tiles are to be conducted to establish a preliminary result. This allows an opportunity to fine tune the design if required.
 - c) A 1mx1m sample will be required for the preliminary acoustic testing.
 - d) Access to the Lot below will be required during the acoustic testing for approximately 4 hours.
3. When the preliminary result has been established and satisfied with the acoustic performance outlined in Special By-Law 4, the installation of the floor may proceed. During the installation of the acoustic underlay and tiles, we will require certain 'hold points' to inspect certain aspects of the installation, to confirm that the works are being installed to our satisfaction and to the requirements stipulated in our report.
4. Conduct a final acoustic test of the installed floor and issue a compliance certificate.
 - e) Access to the Lot below will be required during the acoustic testing for approximately 4 hours.

2 Methodology

For this project, we recommend the following works will need to be undertaken.

Item	Description	Details
A. ACOUSTIC DESIGN ADVICE FOR COMPLIANCE WITH SPECIAL BY-LAW 4		
1	Review the requirements of Special By-Law 4 and relevant documentation pertaining to the construction of the existing floor/ceiling between lots.	
2	Provide design advice in respect of acoustic underlay and isolation details for the inter-tenancy floor between Lot 155 and apartment beneath in order to comply with Special By-Law 4.	
3	Issue a brief report summarising our acoustic advice, the estimated acoustical performance of the proposed system, statement on whether it complies with the requirements in Special By-Law 4.	One (1) Design Report
B. ACOUSTIC TESTING OF EXISTING CONCRETE SLAB AND SAMPLE TREATED HARD SURFACE FLOORING		
4	Consult with acoustic underlay supplier Unifloor and Tiler in preparation of a sample of an acoustically treated floor. Provide advice on acoustic substrate to be used in the construction of the 2 sample hard surface flooring.	
5	Establish acoustic performance ($L_{n,w}$ and C_i) of bare concrete floor in a typical apartment by conducting following acoustic tests: <ul style="list-style-type: none"> Remove carpet and underlay in the corner of a selected bedroom or living area, exposing a minimum 1.5m² of the bare concrete floor and carry out one (1) floor impact test Access will also be required to apartment below.	One (1) Bare Sub Floor Impact Tests
6	Based on the results of the above tests (Item 5), determine acoustic performance ($L_{n,w}$ and C_i) of the sample floor (Item 4) by conducting the following acoustic test on: <ul style="list-style-type: none"> Use a pre-fabricated 1m x 1m sample of treated tile flooring over the bare slab and carry out one (1) floor impact test Access will also be required to apartment below.	One (2) Sample Floor Impact Tests
7	Two reports will be provided demonstrating acoustic performances of treated and untreated flooring.	Two (2) Test Reports
C. INSPECTIONS		
8	Conduct site inspections during the installation of the acoustic underlay and tiles.	Minimum of two (2) site visits
D. CERTIFICATION OF SPECIAL BY-LAW 4		
9	Attend site to inspect the installed flooring and perform one (1) floor impact test.	One (1) Site visit and One (1) Test during same visit
10	Determine the sound impact rating of the tested floor. This will be achieved by measuring the Weighted Standardised Impact Sound Pressure Level ($L'_{w,i}$).	
11	One report will be provided demonstrating the acoustic performance of the floor system and compliance with Special By-Law 4.	One (1) Report

3 Project Personnel

The team that will be responsible for conducting this project is the Architectural & Building Acoustics Team. The staff of this team who will be working on this project are nominated herein.

- Nicholas Tselios, Director
- Tony Wang, Senior Engineer

4 Fees

The cost of the provision of the scope of work defined above is as follows:

SCOPE / ITEM	Base Amount	GST Amount	Total
A. Pre-Installation Acoustic Design Advice (Items 1 to 3)	\$ 1,250	\$ 125 GST	\$ 1,375
B. Preliminary Testing of the Sample Underlay and Tied Floor (Items 4 to 7)	\$ 2,500	\$ 250 GST	\$ 2,750
C. Inspections (Item 8)	\$ 1,500	\$ 150 GST	\$ 1,650
D. Compliance Testing & Certificate (Items 9 to 11)	\$ 1,250	\$ 125 GST	\$ 1,375
TOTAL FIXED PRICE	\$ 6,500	\$ 650 GST	\$ 7,150

If this proposal is acceptable, would you please sign and return the client authority form attached or an official order so that work can proceed. We refer you to our Standard Terms and Conditions attached.

5 Additional Terms and Conditions

The following payments terms apply

1. 50% Pre-Payment (prior to commencement of work with the attached Client Authority Form returned completed and signed) plus 50% Balance on handing over of the document/s.
2. Prepayment of \$3,575 prior to commencement of this commission. Deposit funds to the following account:

Account Name: Renzo Tonin & Associates (NSW) Pty Ltd
Account Number: 022 024 465036
Branch: Westpac Martin Place

3. Payments of retainer as directed prior to the start of any future work.

Prepayments must be made in a timely manner so as not to delay the production of reports and/or services.

At: Renzo Tonin & Associates (NSW) Pty Ltd
Architectural & Building Acoustics Team
11/6/2010 (rev 01) Approved for
11 August 2010

For: Mr. [Name], 21 Liverpool St Sydney "Westpac"
For: Project
Signed: Nicholas Tselios, Director
Page 6 of 6

39. WORKS TO LOT 76 (FORMERLY SPECIAL BY-LAW 21 PASSED 15 FEBRUARY 2013)

Definitions and Interpretations

39.1 In this by-law:

- (a) **Act** means the Strata Schemes Management Act 1996;
- (b) **Authority** means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;
- (c) **Bond** means a cheque in the sum of \$5,000 (inclusive of GST) made payable to The Owners - Strata Plan No. 72381;
- (d) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) public liability insurance for an amount of at least \$5,000,000;
 - (iii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iv) workers compensation insurance, if required by law.
- (e) **Lot** means Lot 76 in Strata Plan No. 72381;
- (f) **Owner** means the owner of lot 76 in Strata Plan No. 72381;
- (g) **Owners Corporation** means The Owners - Strata Plan No. 72381;
- (h) **Works** means:
 - (i) removal of the existing glazing and aluminium framed sliding glass balcony doors between the living room and the enclosed balcony);
 - (ii) removal of the existing tiled floor on the enclosed balcony;
 - (iii) installation of a waterproof membrane on the slab; and
 - (iv) installation of floorboards and QuietStep Combi - Lay (acoustic underlay) on the enclosed balcony.

in accordance with the Architectural Drawings prepared by Brendon Kennedy, drawing no. WD100 Issue A and dated October 2012, annexed hereto and marked "A".

39.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

Rights

- 39.3 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

Conditions

Before Commencement

- 39.4 Before commencement of the Works, the Owner must:

- (a) provide any documents reasonably required by the Owners Corporation relating to the Works;
- (b) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide to the Owners Corporation certification by a qualified structural engineer addressed to the Owners Corporation that the Works, if undertaken in accordance with the drawings and details and otherwise in a proper and skilful manner, will not cause any loss of structural integrity of the building;
- (d) effect and maintain the Insurance and provide a copy of the certificates of insurance to the Owners Corporation;
- (e) provide the Bond to the Owners Corporation which:
 - (i) must be deposited into an interest bearing bank account by the Owners Corporation's strata managing agent and held on trust for the Owners Corporation and the Owner; and
 - (ii) may be used to meet any costs or expenses incurred by the Owners Corporation in complying with any of the Owner's obligations under this by-law, including the reasonable overtime rates of the building manager for any attendance outside normal business hours, if required as a result of the Works. Such right may only be exercised by the Owners Corporation should the Owner fail to meet any of its obligations under this by-law within a reasonable period of time, and reasonable attempts have been made to notify the Owner of its non-compliance.

During Works

- 39.5 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
- (b) perform the Works during the times reasonably approved by the Owners Corporation and, unless otherwise specified by the Owners Corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9.00am and 3.00pm Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7.30am and 5.00pm Monday to Friday (inclusive) and from 8.00am to 1.00pm on Saturday.

- (c) ensure any fixtures or fittings installed as part of the Works, that are visible from the outside of the Owner's Lot are of an appearance in keeping with the rest of the scheme;
- (d) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) comply with any reasonable direction given by the Building Manager or an executive committee member regarding the manner in which the Works are carried out;
- (g) ensure that the smoke detectors in the Owner's Lot are to be isolated or otherwise covered to prevent a false fire alarm being transmitted by the fire panel, and pay all costs associated with the fire brigade callout should the Owner or its contractors be responsible for a false fire alarm;
- (h) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation, as arranged in advance with the Building Manager or executive committee;
- (i) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
- (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (k) ensure that materials, equipment or debris are not stored on the common property;
- (l) ensure the Works do not interfere with, damage or soil any part of another Lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another Lot or common property, at its own cost, where such damage or soiling is caused by the Works;
- (n) ensure the Works do not penetrate, pierce or otherwise damage the common property slab above or below the Lot;
- (o) comply with the requirements of the Owners Corporation to comply with any by-laws and any Authority concerning the performance of the Works;
- (p) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

After the Works

39.6 After the Works have been completed, the Owner must, without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified and, if required by the Owners Corporation, provide certification from a suitably qualified engineer(s), approved by the Owners Corporation, that the rectification works in respect of such damage have been completed;

- (c) provide to the Owners Corporation certification by a qualified structural engineer addressed to the Owners Corporation that the Works have been completed in accordance with the terms of this by-law and do not affect the structural integrity of the building; and
 - (d) provide access to the Owners Corporation, if required, (on one occasion) within a reasonable period of time after receiving request for access, for the purpose of allowing the Owners Corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard and in accordance with this by-law.
- 39.7 Within one (1) month after the certificates referred to in clauses 39.6(b) and 39.6(c) have been issued, the Owners Corporation must return the Bond or the balance remaining, to the Owner together with any interest earned less bank fees and taxes.

Enduring Rights and Obligations

39.8 The Owner:

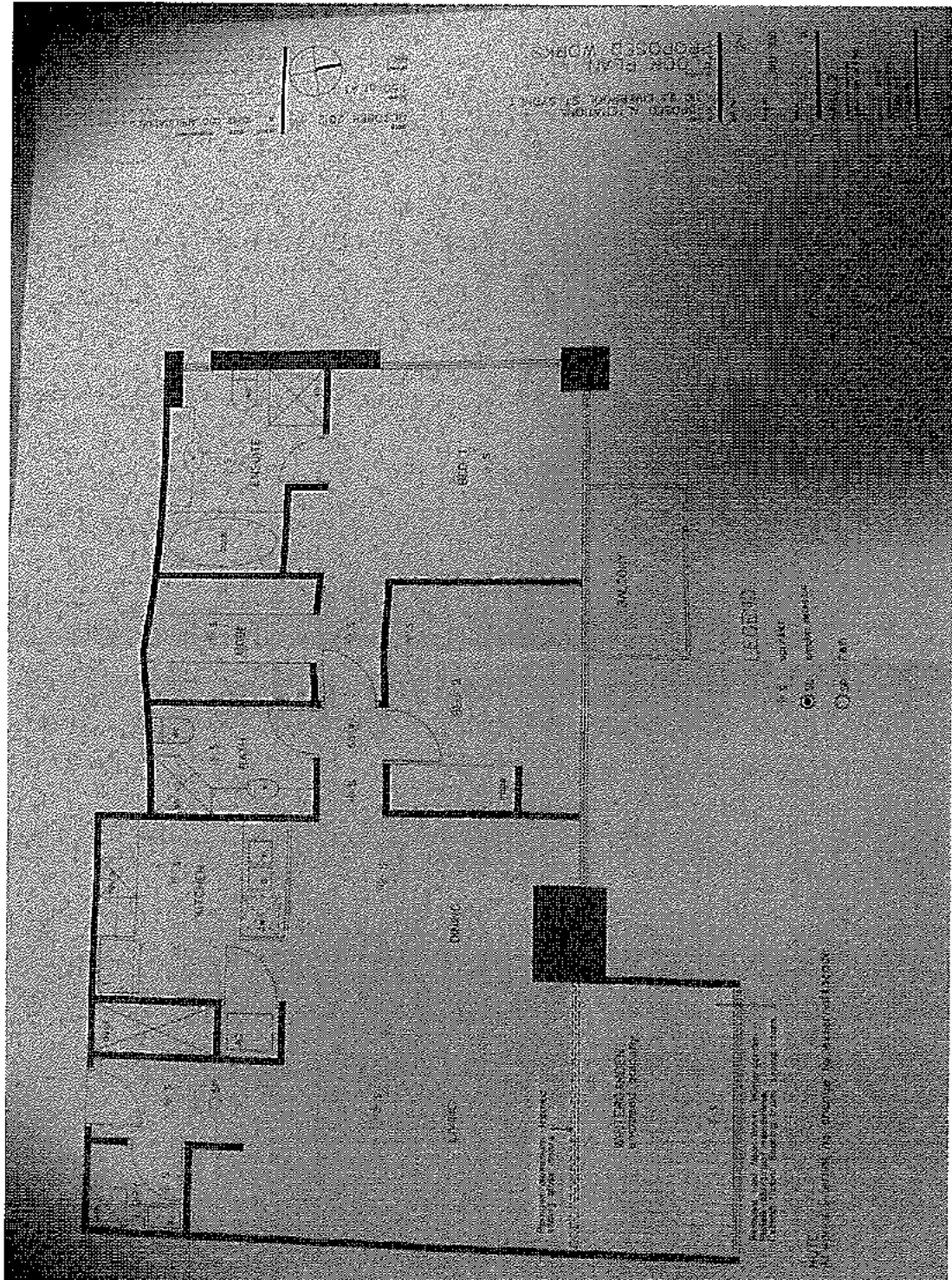
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures installed on common property pursuant to this by-law;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (c) remains liable for any damage to Lot or common property arising out of the Works;
- (d) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (e) is responsible for the costs of the Works;
- (f) must indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the Building directly arising out of the Works;
- (g) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works including, without limitation, any liability under s.65(6) of the Act for damage to the Works;
- (h) must apply the proceeds of a claim in respect of the Insurance referred to in condition 39.4(d) to the repair or completion of the Works, or to reimbursement for their prior repair or completion;
- (i) must allow the Owners Corporation, at its option, to make and conduct any claim against an insurer in respect of Insurance referred to in condition 39.4(d);
- (j) appoints the Owners Corporation its attorney for the purposes of conditions 39.8(h) and 39.8(i), and at the request of the Owners Corporation shall do any act required to give effect to this authority.
- (k) acknowledges that she has been advised by the Owners Corporation that it is aware that various owners have reported leaks to their enclosed balconies and the Owners

Corporation does not provide any warranty that the enclosed balcony is fit for habitation.

Right to Remedy Default

- 39.9 The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, the Owners Corporation has the right to:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).
- 39.10 The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

ANNEXURE A TO SPECIAL BY-LAW 39



40. WORKS TO LOT 111 (FORMERLY SPECIAL BY-LAW 33 PASSED 23 APRIL 2013)

Definitions and Interpretations

40.1 In this by-law:

- (a) **Act** means the *Strata Schemes Management Act* 1996;
- (b) **Authority** means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;
- (c) **Bond** means a cheque in the sum of \$5,000 (inclusive of GST) made payable to The Owners - Strata Plan No. 72381;
- (d) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) public liability insurance for an amount of at least \$5,000,000;
 - (iii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iv) workers compensation insurance, if required by law.
- (e) **Lot** means Lot 111 in Strata Plan No. 72381;
- (f) **Owner** means the owner of lot 111 in Strata Plan No. 72381;
- (g) **Owners Corporation** means The Owners - Strata Plan No. 72381;
- (h) **Works** means:
 - (i) removal of existing carpet flooring throughout the Lot; and
 - (ii) installation of timber flooring with an Lntw of 50 or less (in accordance with the requirements of ISO 140-7:1998 and ISO 717-2:1996) on top of the slab throughout the Lot.

40.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

Rights

40.3 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

Conditions

Before Commencement

40.4 Before commencement of the Works, the Owner must:

- (a) provide any documents reasonably required by the owners corporation relating to the Works;
- (b) obtain any necessary approvals from any authorities and provide a copy to the owners corporation;
- (c) effect and maintain insurance and provide a copy of the certificates of insurance to the owners corporation;
- (d) provide the Bond to the owners corporation which:
 - (i) must be deposited into an interest bearing bank account by the owners corporation's strata managing agent and held on trust for the owners corporation and the owner; and
 - (ii) may be used to meet any costs or expenses incurred by the owners corporation in complying with any of the owner's obligations under this by-law, including the reasonable overtime rates of the building manager for any attendance outside normal business hours, if required as a result of the Works. Such right may only be exercised by the owners corporation should the owner fail to meet any of its obligations under this by-law within a reasonable period of time, and reasonable attempts have been made to notify the Owner of its non-compliance.

During Works

40.5 Whilst the Works are in progress, the owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the owners corporation before each of them commences their work;
- (b) perform the Works during times reasonably approved by the owners corporation and, unless otherwise specified by the owners corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9:00am and 3:00pm Monday to Friday inclusive;
 - (ii) for extremely noise activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7:30am and 5:00pm Monday to Friday (inclusive) and from 8:00am to 1:00pm on Saturday.
- (c) ensure any fixtures or fittings installed as part of the Works that are visible from the outside of the owner's Lot are of an appearance in keeping with the rest of the scheme;
- (d) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) comply with any reasonable direction given by the Building Manager or a strata committee member regarding the manner in which the Works are carried out;
- (g) ensure that the smoke detectors in the owner's Lot are to be isolated or otherwise covered to prevent a false alarm being transmitted by the fire panel, and pay all costs associated with the fire brigade callout should the owner or its contractors be responsible for a false fire alarm;
- (h) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation, as arranged in advance with the Building Manager or strata committee;
- (i) protect all affected areas of the building outside the owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
- (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (k) ensure that materials, equipment or debris are not stored on the common property;
- (l) ensure the Works do not interfere with, damage or soil any part of another lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another lot or common property, at its own cost, where such damage or soiling is caused by the Works;
- (n) ensure the Works do not penetrate, pierce or otherwise damage the common property slab above or below the Lot;
- (o) comply with the requirements of the owners corporation to comply with any by-laws and any authority concerning the performance of the Works;
- (p) not vary the Works without first obtaining the consent in writing from the owners corporation.

After the Works

40.6 After the Works have been completed, the owner must, within 14 days:

- (a) notify the owners corporation that the Works have been completed;
- (b) notify the owners corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified and, if required by the owners corporation, provide certification from a suitably qualified engineer(s), approved by the owners corporation, that the rectification works in respect of such damage have been completed;
- (c) provide access to the owners corporation, if required (on one occasion), within a reasonable period of time after receiving request for access, for the purpose of allowing the owners corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard in accordance with this by-law;

- (d) ensure that the Lntw of the floor after the non-carpet floor covering has been installed is 50 or less when carried out and calculated according to the requirements of ISO 140.7:2006 and ISO 717.2.2004;
 - (e) provide to the owners corporation, at the owners expense, a certificate from a properly qualified acoustic consultant certifying that the acoustic rating and noise attenuation meets the standards prescribed in this by-law and the Building Code of Australia;
- 40.7 Within one (1) month after the certificates referred to in clauses 40.6(b) and 40.6(c) have been issued, the owners corporation must return the Bond or the balance remaining to the Owner together with any interest earned less bank fees and taxes.

Enduring Rights and Obligations

40.8 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (b) must properly maintain and keep the common property to which the non-carpet floor covering is attached in a state of good and serviceable repair;
- (c) remains liable for any damage to Lot or common property arising out of the Works;
- (d) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (e) is responsible for the costs of the Works;
- (f) must indemnify the owners corporation against any increased or extra premium that may become payable by the owners corporation for the insurance of the building directly arising out of the Works;
- (g) must indemnify the owners corporation against any liability, expense, loss or damage the owners corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works;
 including, without limitation, any liability under s.65(6) of the Act for damage to the Works
- (h) must apply the proceeds of a claim in respect of the insurance referred to in clause 40.4(c) to the repair or completion of the Works, or to reimbursement for their prior repair or completion;
- (i) must allow the owners corporation, at its option, to make and conduct a claim against an insurer in respect of insurance referred to in clause 40.4(c);
- (j) appoints the owners corporation its attorney for the purposes of clauses 40.8(h) and 40.8(i) and, at the request of the owners corporation, shall do any act required to give effect to this authority.

Right to remedy default

- 40.9 The owner acknowledges that if the owner fails to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover costs of carrying out that work from the owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).
- 40.10 The owner acknowledges that any debt for which the owner is liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

41. WORKS TO LOT 118 (FORMERLY SPECIAL BY-LAW 34 PASSED 23 APRIL 2013)

Definitions and Interpretations

41.1 In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996*;
- (b) **Authority** means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;
- (c) **Bond** means a cheque in the sum of \$5,000 (inclusive of GST) made payable to The Owners - Strata Plan No. 72381;
- (d) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) public liability insurance for an amount of at least \$5,000,000;
 - (iii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iv) workers compensation insurance, if required by law.
- (e) **Lot** means Lot 118 in Strata Plan No. 72381;
- (f) **Owner** means the owner of lot 118 in Strata Plan No. 72381;
- (g) **Owners Corporation** means The Owners - Strata Plan No. 72381;
- (h) **Works** means:
 - (i) removal of the existing flooring throughout the bedrooms and living area of the Lot;
 - (ii) installation of 2mm Silver Trade acoustic underlay throughout the bedrooms and living area of the Lot; and

- (iii) installation of timber flooring with an Lntw of 50 or less (in accordance with the requirements of ISO 140:7:1998 and ISO 717-2:1996) on top of the slab throughout the bedrooms and living area of the Lot

in accordance with existing by-law 12 (formerly special by-law 1).

41.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

Rights

41.3 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

Conditions

Before Commencement

41.4 Before commencement of the Works, the Owner must:

- (a) provide any documents reasonably required by the owners corporation relating to the Works;
- (b) obtain any necessary approvals from any authorities and provide a copy to the owners corporation;
- (c) effect and maintain insurance and provide a copy of the certificates of insurance to the owners corporation;
- (d) provide the Bond to the owners corporation which:
 - (i) must be deposited into an interest bearing bank account by the owners corporation's strata managing agent and held on trust for the owners corporation and the owner; and
 - (ii) may be used to meet any costs or expenses incurred by the owners corporation in complying with any of the owner's obligations under this by-law, including the reasonable overtime rates of the building manager for any attendance outside normal business hours, if required as a result of the Works. Such right may only be exercised by the owners corporation should the owner fail to meet any of its obligations under this by-law within a reasonable period of time, and reasonable attempts have been made to notify the Owner of its non-compliance.

During Works

41.5 Whilst the Works are in progress, the owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the owners corporation before each of them commences their work;

- (b) perform the Works during times reasonably approved by the owners corporation and, unless otherwise specified by the owners corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9:00am and 3:00pm Monday to Friday inclusive;
 - (ii) for extremely noise activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7.30am and 5.00pm Monday to Friday (inclusive) and from 8.00am to 1.00pm on Saturday.
- (c) ensure any fixtures or fittings installed as part of the Works that are visible from the outside of the owner's Lot are of an appearance in keeping with the rest of the scheme;
- (d) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) comply with any reasonable direction given by the Building Manager or a strata committee member regarding the manner in which the Works are carried out;
- (g) ensure that the smoke detectors in the owner's Lot are to be isolated or otherwise covered to prevent a false alarm being transmitted by the fire panel, and pay all costs associated with the fire brigade callout should the owner or its contractors be responsible for a false fire alarm;
- (h) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation, as arranged in advance with the Building Manager or strata committee;
- (i) protect all affected areas of the building outside the owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
- (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (k) ensure that materials, equipment or debris are not stored on the common property;
- (l) ensure the Works do not interfere with, damage or soil any part of another lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another lot or common property, at its own cost, where such damage or soiling is caused by the Works;
- (n) ensure the Works do not penetrate, pierce or otherwise damage the common property slab above or below the Lot;
- (o) comply with the requirements of the owners corporation to comply with any by-laws and any authority concerning the performance of the Works;

- (p) not vary the Works without first obtaining the consent in writing from the owners corporation.

After the Works

41.6 After the Works have been completed, the owner must, within 14 days:

- (a) notify the owners corporation that the Works have been completed;
- (b) notify the owners corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified and, if required by the owners corporation, provide certification from a suitably qualified engineer(s), approved by the owners corporation, that the rectification works in respect of such damage have been completed;
- (c) provide access to the owners corporation, if required (on one occasion), within a reasonable period of time after receiving request for access, for the purpose of allowing the owners corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard in accordance with this by-law;
- (d) ensure that the Lntw of the floor after the non-carpet floor covering has been installed is 50 or less when carried out and calculated according to the requirements of ISO 140.7:2006 and ISO 717.2:2004;
- (e) provide to the owners corporation, at the owners expense, a certificate from a properly qualified acoustic consultant certifying that the acoustic rating and noise attenuation meets the standards prescribed in this by-law and the Building Code of Australia;

41.7 Within one (1) month after the certificates referred to in clauses 41.6(b) and 41.6(c) have been issued, the owners corporation must return the Bond or the balance remaining to the Owner together with any interest earned less bank fees and taxes.

Enduring Rights and Obligations

41.8 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (b) must properly maintain and keep the common property to which the non-carpet floor covering is attached in a state of good and serviceable repair;
- (c) remains liable for any damage to Lot or common property arising out of the Works;
- (d) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (e) is responsible for the costs of the Works;
- (f) must indemnify the owners corporation against any increased or extra premium that may become payable by the owners corporation for the insurance of the building directly arising out of the Works;
- (g) must indemnify the owners corporation against any liability, expense, loss or damage the owners corporation incurs as a result of:
 - (i) the Works; and

(ii) the use, maintenance, repair, renewal or replacement of the Works;

including, without limitation, any liability under s.65(6) of the Act for damage to the Works;

- (h) must apply the proceeds of a claim in respect of the insurance referred to in clause 41.4(c) to the repair or completion of the Works, or to reimbursement for their prior repair or completion;
- (i) must allow the owners corporation, at its option, to make and conduct a claim against an insurer in respect of insurance referred to in clause 41.1(c);
- (j) appoints the owners corporation its attorney for the purposes of clauses 41.8(h) and 41.8(i) and, at the request of the owners corporation, shall do any act required to give effect to this authority.

Right to remedy default

41.9 The owner acknowledges that if the owner fails to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover costs of carrying out that work from the owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

41.10 The owner acknowledges that any debt for which the owner is liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

42. WORKS TO LOT 75 (FORMERLY SPECIAL BY-LAW 35 PASSED 23 APRIL 2013)

Definitions and Interpretations

42.1 In this by-law

- (a) **Act** means the Strata Schemes Management Act 1996;
- (b) **Authority** means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot
- (c) **Bond** means a cheque in the sum of \$5,000 (inclusive of GST) made payable to The Owners - Strata Plan No. 72381;
- (d) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) public liability insurance for an amount of at least \$5,000,000;
 - (iii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and

- (iv) workers compensation insurance, if required by law.
- (e) **Lot** means Lot 75 in Strata Plan No. 72381;
- (f) **Owner** means the owner of lot 75 in Strata Plan No. 72381;
- (g) **Owners Corporation** means The Owners - Strata Plan No. 72381;
- (h) **Works** means:
 - (i) removal of the existing glazing and aluminium framed sliding glass balcony doors between the lounge room and the enclosed balcony;
 - (ii) removal of the existing tiled floor throughout the lounge room and enclosed balcony; and
 - (iii) installation of timber flooring with an Lntw of 50 or less (in accordance with the requirements of ISO 140-7:1998 and ISO 717-2:1996) on top of the slab throughout the Lot in accordance with existing by-law 12 (formerly Special By-Law 1) relating to Non Carpet Flooring Within Lots

and all in accordance with the Architectural Drawings prepared by Julian Wong Design, drawing no. CDC01 Issue "1 Strata Application" and dated 3 April 2013, annexed hereto and marked "A".

42.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

Rights

42.3 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

Conditions

Before Commencement

42.4 Before commencement of the Works, the Owner must:

- (a) provide any documents reasonably required by the Owners Corporation relating to the Works;
- (b) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide to the Owners Corporation certification by a qualified structural engineer addressed to the Owners Corporation that the Works, if undertaken in accordance with the drawings and details and otherwise in a proper and skilful manner, will not cause any loss of structural integrity of the building;
- (d) effect and maintain the Insurance and provide a copy of the certificates of insurance to the Owners Corporation;

- (e) provide the Bond to the Owners Corporation which:
 - (i) must be deposited into an interest bearing bank account by the Owners Corporation's strata managing agent and held on trust for the Owners Corporation and the Owner; and
 - (ii) may be used to meet any costs or expenses incurred by the Owners Corporation in complying with any of the Owner's obligations under this by-law, including the reasonable overtime rates of the building manager for any attendance outside normal business hours, if required as a result of the Works. Such right may only be exercised by the Owners Corporation should the Owner fail to meet any of its obligations under this by-law within a reasonable period of time, and reasonable attempts have been made to notify the Owner of its non-compliance.

During Works

42.5 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
- (b) perform the Works during the times reasonably approved by the Owners Corporation and, unless otherwise specified by the Owners Corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9.00am and 3.00pm Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities between 7.30am and 5.00pm Monday to Friday (inclusive) and from 8.00am to 1.00pm on Saturday.
- (c) ensure any fixtures or fittings installed as part of the Works, that are visible from the outside of the Owner's Lot are of an appearance in keeping with the rest of the scheme;
- (d) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) comply with any reasonable direction given by the Building Manager or an executive committee member regarding the manner in which the Works are carried out;
- (g) ensure that the smoke detectors in the Owner's Lot are to be isolated or otherwise covered to prevent a false fire alarm being transmitted by the fire panel, and pay all costs associated with the fire brigade callout should the Owner or its contractors be responsible for a false fire alarm;
- (h) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation, as arranged in advance with the Building Manager or executive committee;
- (i) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and

debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;

- (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (k) ensure that materials, equipment or debris are not stored on the common property;
- (l) ensure the Works do not interfere with, damage or soil any part of another Lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another Lot or common property, at its own cost, where such damage or soiling is caused by the Works;
- (n) ensure the Works do not penetrate, pierce or otherwise damage the common property slab above or below the Lot;
- (o) comply with the requirements of the Owners Corporation to comply with any by-laws and any Authority concerning the performance of the Works;
- (p) not vary the Works without first obtaining the consent in writing from the Owners Corporation; and

After the Works

42.6 After the Works have been completed, the Owner must, without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified and, if required by the Owners Corporation, provide certification from a suitably qualified engineer(s), approved by the Owners Corporation, that the rectification works in respect of such damage have been completed;
- (c) provide access to the Owners Corporation, if required, (on one occasion) within a reasonable period of time after receiving request for access, for the purpose of allowing the Owners Corporation or its agent or contractor to inspect the Works to ensure that they have been completed to a satisfactory standard and in accordance with this by-law;
- (d) ensure that the Lntw of the floor after the non-carpet floor covering has been installed is 50 or less when carried out and calculated according to the requirements of ISO ISO 140.7:2006 and ISO 717.2:2004;
- (e) provide to the owners corporation, at the owners expense, a certificate from a properly qualified acoustic consultant certifying that the acoustic rating and noise attenuation meets the standards prescribed in this by - law and the Building Code of Australia.

42.7 Within one (1) month after the certificates referred to in clauses 42.6(b) and 42.6(c) have been issued, the Owners Corporation must return the Bond or the balance remaining, to the Owner together with any interest earned less bank fees and taxes.

Enduring Rights and Obligations

42.8 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures installed on common property pursuant to this by-law;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (c) remains liable for any damage to Lot or common property arising out of the Works;
- (d) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (e) is responsible for the costs of the Works;
- (f) must indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the Building directly arising out of the Works;
- (g) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works including, without limitation, any liability under s.65(6) of the Act for damage to the Works;
- (h) must apply the proceeds of a claim in respect of the Insurance referred to in condition 42.4(d) to the repair or completion of the Works, or to reimbursement for their prior repair or completion;
- (i) must allow the Owners Corporation, at its option, to make and conduct any claim against an insurer in respect of Insurance referred to in condition 42.4(d);
- (j) appoints the Owners Corporation its attorney for the purposes of conditions 42.8(h) and 42.8(i), and at the request of the Owners Corporation shall do any act required to give effect to this authority;
- (k) acknowledges that he has been advised by the Owners Corporation that it is aware that various owners have reported leaks to their enclosed balconies and the Owners Corporation does not provide any warranty that the enclosed balcony is fit for habitation

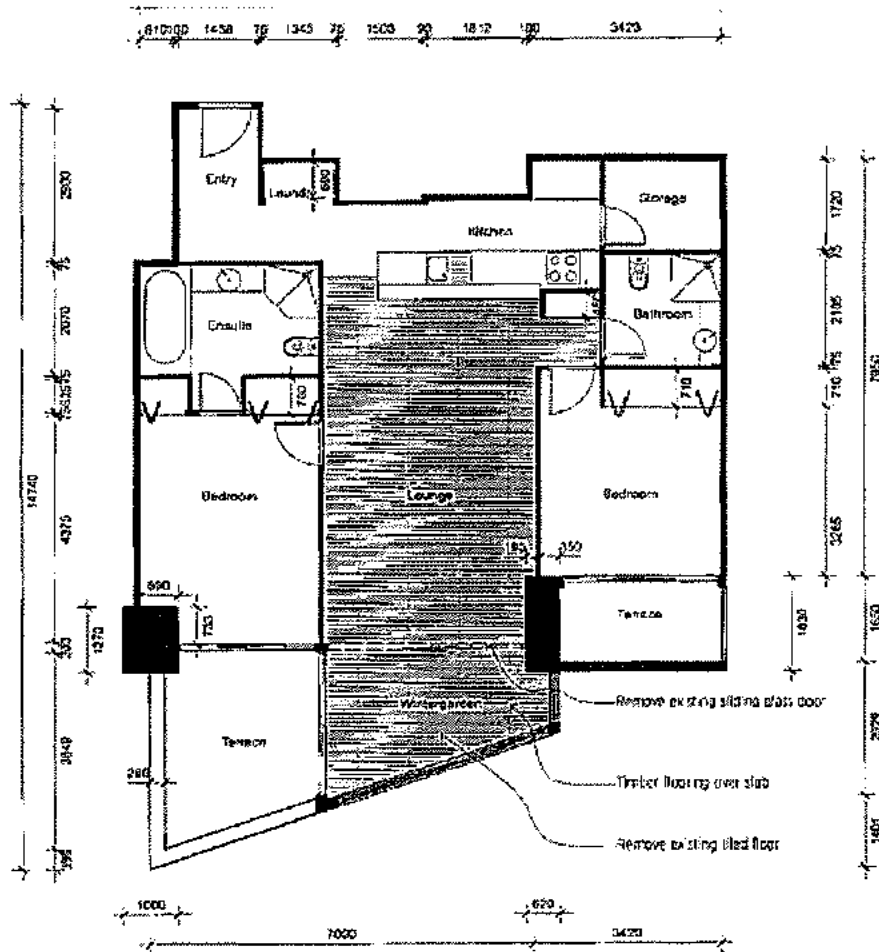
Right to Remedy Default

42.9 The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, the Owners Corporation has the right to:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

- 42.10 The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

ANNEXURE A TO BY-LAW 42



1 Proposed Lot 75 Strata Plan No. 72381
Scale: 1:100

JULIAN WONG DESIGN PO BOX 20221, WOODSIDE, VIC 3002, AUSTRALIA T: 03 9404 8867 F: 03 9404 8877 Email: julian@jwdesign.com.au			
Project Address Lot 75 Strata Plan No. 72381			
Project A 120's	Accessions and Additions to Lot 75 Strata Plan No. 72381		
Drawings CDC01	Page No. 1	Drawing Title Proposed Drawing	
Scale 1:100	Page Size A3	Drawn by JW	Date Issued 2/6/22
Issue for Strata application	Drawn by JW	Check by JW	Date Issued 1
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE STRATA MANAGEMENT COMPANY. JULIAN WONG DESIGN, 2022. I, THE CLIENT, AGREE TO PROVIDE 3 COPIES OF THIS DRAWING TO THE STRATA MANAGEMENT COMPANY FOR THEIR RECORDS. THESE COPIES MUST NOT BE SHARED OR REPRODUCED WITHOUT PERMISSION OF THE DESIGNER.			

43. BUILDING MANAGER'S AREA (FORMERLY SPECIAL BY-LAW 36 PASSED 21 JANUARY 2014)

Definitions and Interpretations

43.1 In this by-law:

- (a) **Act** means the Strata Schemes Management Act 1996;
- (b) **Owners Corporation** means The Owners - Strata Plan No. 72381;
- (c) **Building Manager** means the Building Manager appointed by the Owners Corporation from time to time;
- (d) **Area** means the common property area located on Level 38 of the building as noted as the hatched area on Annexure "1" attached to this by-law.

43.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) gender includes other genders;
- (c) any terms in the by-law have the same meaning as those defined in the act; and
- (d) references to legislation include references to amending and replacing the legislation.

Owners corporation's functions

43.3 The Owners Corporation is charged with the principal responsibility for management of the strata scheme.

43.4 The Owners Corporation has, for the benefit of owners:

- (a) the management and control of use of the common property; and
- (b) the administration of the strata scheme.

43.5 The Owners Corporation may, for the purpose for control, management, administration and enjoyment of the lots or the lots in common property make by-laws adding to, amending or appealing the by-laws for the strata scheme

Use of the Area

43.6 The Owners Corporation has determined, by the making of this by-law, that the Area is to be used by the Building Manager for the purposes of providing building management services to the Owners Corporation.

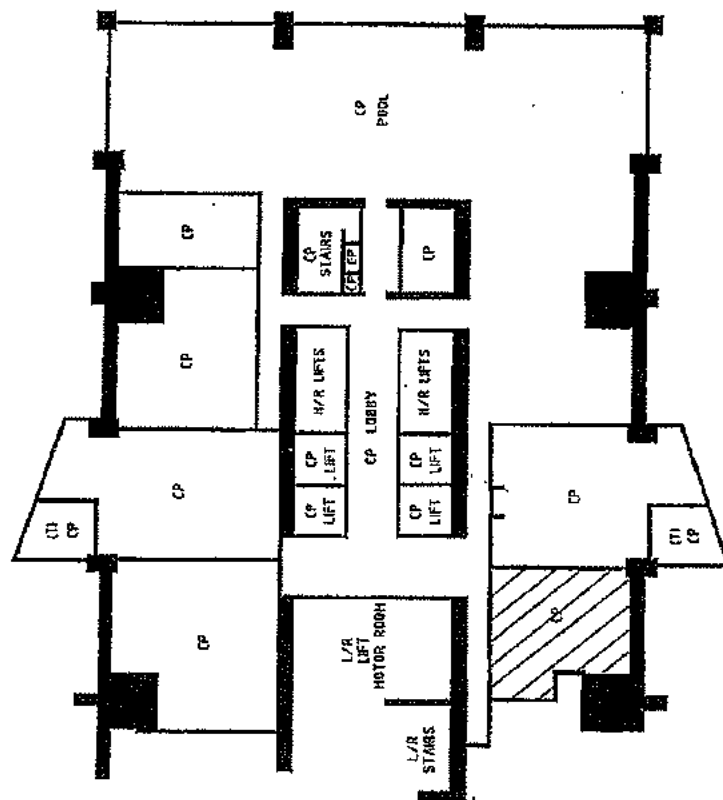
43.7 The Owners Corporation has the power to remove any existing fixtures and fittings, including the golf simulation apparatus, and to install such necessary fixture, fittings and equipment for the purpose of and to facilitate the Building Manager carrying out building management services for the Owners Corporation.

43.8 The Area may be controlled by the Building Manager, under the direction of the executive committee, and may be locked to prevent entry at times when the Area is not occupied.

Sheet No. 13 of 27 Sheets

SP72381

LEVEL 38
(FACILITIES)



//// = The "Area"

L/R DENOTES LOW RISE 1SP 710621
NOT PART OF THIS STRATA SCHEME!
H/R DENOTES HIGH RISE 1LOT 801 OP 10579241
NOT PART OF THIS STRATA SCHEME!

US DENOTES TENURE
CP DENOTES COMMON PROPERTY

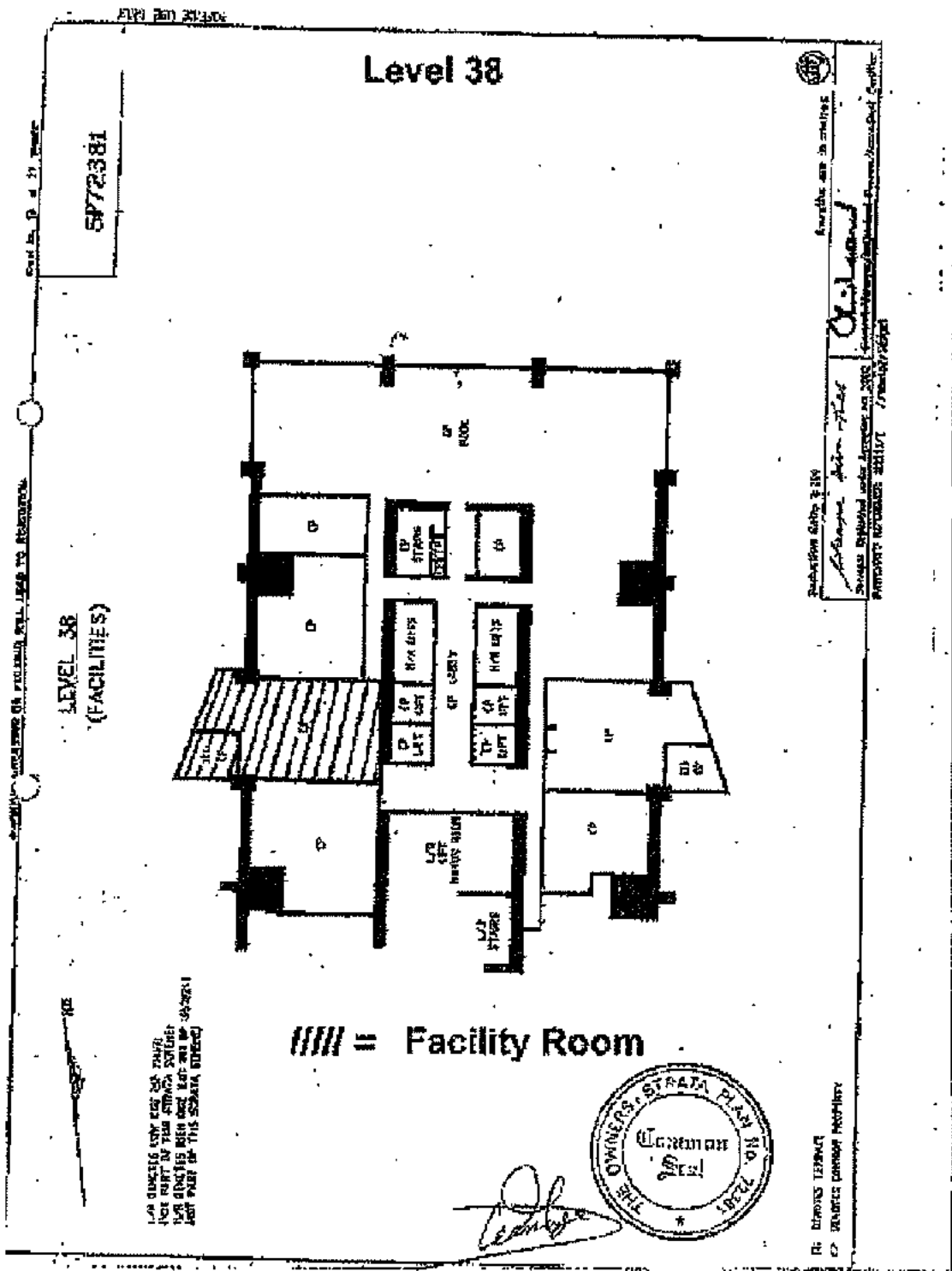
Produktion 1: 200

Lengths are in meters

Longue Pine Road Suncoast Regulated and/or Sewing Act 2002 SUNCOAST'S REFERENCE: 12351/2	12351/2 /West/Stage1 Sewer-Housing/Housing-Process/Recycled Cellulose Longue Pine Road
--	---

44. FACILITIES ROOM AND COMMON ROOM (FORMERLY BY-LAW 21 PASSED 21 JANUARY 2014)

- 44.1 The Area located on level 38 as noted as the hatched area annexure "A" attached to this by-law is to be referred to as the Facility Room and Common Room.
- 44.2 The Facility Room and Common Room may be used by the Owners Corporation for the purpose of control, management and administration of common property and storage of the scheme's records.
- 44.3 The Owners Corporation is authorised to carry out such works as may be necessary to install, contain, house, store such existing and new security equipment as may be necessary to control and secure the common property.
- 44.4 The executive committee may resolve that the Facility Room and Common Room be used for further or other purposes.
- 44.5 The Owners Corporation is authorised to install such furniture and other equipment as may be necessary in order for the Facility Room and Control Room to be used for the purpose determined by the executive committee from time to time.
- 44.6 The executive committee may, from time to time, control access to the Facility Room and Access Room.



45. BIKE RACKS AND BICYCLES IN LIFTS (FORMERLY SPECIAL BY-LAW 40)

1. Consent to use of the bike rack

- 45.1 An owner or occupier of a lot must not use the Bike Rack without the approval in writing of the owners corporation and in compliance with the conditions set out in Part 2 [45.6-45.12] of this by-law.
- 45.2 The owners corporation may grant or withhold its consent under clause 45.1 in its absolute sole discretion.
- 45.3 The owners corporation may grant its consent under clause 45.1 subject to conditions (not being inconsistent with this by-law).
- 45.4 The owners corporation may revoke its consent at any time if it is of the view that the owner or occupier of a lot to whom that consent was granted has not complied with the conditions in this by-law.
- 45.5 A consent given by the owners corporation, unless it is expressed to expire earlier, or is earlier revoked, expires 1 year after the date on which it is granted.

Conditions regarding use of the bike rack

- 45.6 An owner or occupier of a lot must comply with any conditions imposed by the owners corporation on its consent to their use of the Bike Rack under clause 45.3.
- 45.7 An owner or occupier of a lot must not use the Bike Rack for any purpose other than the parking of bicycles.
- 45.8 Unless provided otherwise in the approval of the owners corporation under clause 45.1 of this by-law, an approval only permits the use of one space in the Bike Rack for the parking of 1 bicycle.
- 45.9 An owner or occupier of a lot must notify the owners corporation of the make, model and colour of any bicycles which they park in the Bike Rack.
- 45.10 A bicycle parked by an owner or occupier in the Bike Rack must be wholly owned by that owner or occupier and not subject to any lien or charge.
- 45.11 An owner or occupier of a lot must not bring a bicycle into a lift at the property.
- 45.12 If any goods of an owner or occupier are left in the Bike Rack upon the revocation or expiration of the owners corporation's written consent ("**Uncollected Goods**"), then
- (a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 45.12;
 - (b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of the revocation or expiration of the owners corporation's written consent.
 - (c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation),

- (d) After the expiration of the period in clause 45.12(b) the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing,
- (e) This clause 45.12 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6(1) of the Uncollected Goods Act 1995.

General prohibition on bicycles in lifts

- 45.13 An owner or occupier of a lot must not bring a bicycle into a lift at the property.
- 45.14 If the owners corporation is of the view that an owner or occupier of a lot has breached this by-law, it may, without limiting any other remedy available to it at law, cancel any access card of that owner or occupier relating to the property.
- 45.15 In the event that an access card is cancelled under clause 45.14 of this by-law, the owner or occupier may reapply for a new access card in accordance with, and subject to any requirements of, any applicable by-laws of the strata scheme.

Exemption

This by-law does not apply with respect to an owner or occupier of the following lots at the time this by-law was originally made: Lots 57, 84,128 and 168. For clarity a reference in this clause to an owner or occupier of a lot is a reference only to an owner or occupier of a lot at the time this by-law was made and not a subsequent owner or occupier of that lot.

Definitions and Interpretation

45.16 Definitions

In this by-law:

Bike Rack means the common property bike rack at the property;

46. FIRE BRIGADE CALL OUTS

- 46.1 An owner or occupier of a lot must not engage in any activity (including but not limited to cooking) on a lot or on the common property that causes a smoke detector in the building to activate when there is no emergency.
- 46.2 The owners corporation shall have the following additional powers, authorities, duties and functions:
 - (a) the authority to receive reports from the fire brigade on the cause or nature of any call out in response to a smoke detector alarm;
 - (b) the power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;
 - (c) the power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by-law activate the smoke detection system in the building resulting in a false alarm call out fee of the fire brigade;
 - (d) the power to debit the charges for false alarm call outs to a defaulting owners levy account.

This page has been intentionally left blank.

The seal of The Owners – Strata Plan No. 72381 was affixed on 15 JANUARY 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. dom.
Name: MITE DOMAZETONSKI
Authority: DIRECTOR



Signature:
Name:
Authority: