BETWEEN:

BODY CORPORATE FOR THE LINK- NUNDAH COMMUNITY TITLES SCHEME 50858

"Body Corporate"

AND:

NUNDAH LAND HOLDINGS PTY LTD ACN 600 612 039 AS TRUSTEE FOR NUNDAH LAND TRUST

"Caretaker"

CARETAKING AGREEMENT

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CARETAKING AGREEMENT

THIS AGREEMENT is made the 4th day of December 2017

BETWEEN: **BODY CORPORATE FOR THE LINK- NUNDAH CTS 50858** ('the Body Corporate')

AND: **NUNDAH LAND HOLDINGS PTY LTD ACN 600 612 039 AS TRUSTEE FOR NUNDAH LAND TRUST** ("the Caretaker")

The Parties agree as follows:-

1 DEFINITIONS

'the Act' means the Body Corporate and Community Management Act 1997 and the regulations under that act so far as they apply to this Agreement.

'Body Corporate Committee' means the committee for the Body Corporate in accordance with the Act

'Body Corporate Representative' means the person appointed in accordance with clause 12.1.

'Body Corporate Secretary' means the Secretary of the Body Corporate in accordance with the Act.

'Caretaker's Appointee' means the appointee appointed by the Caretaker in accordance with clause 13.1.

'Caretaker's Lot' means Lot 104 in the Complex.

'Caretaker's Nominee" means the person or persons nominated by the Caretaker in accordance with clause 7.1.

'Caretaking Duties' means the duties set out in clause 4.1.

'Complex' means the land included in the Community Titles Scheme for which the Body Corporate is constituted.

'Index' means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics or if that Index is suspended, discontinued, or substantially modified then the Index nominated by the Australian Bureau of Statistics to replace it or recommend by the Australian Bureau of statistics to be used instead of it.

'Property' means collectively-

(a) the common property of the Scheme (excluding any area which is subject to an exclusive use by-law, unless such area is contemplated in this agreement); and

(b) chattels which are on the common property and are owned by the Body Corporate; and

(c) any other property (including without limitation areas which may not be Scheme Land but which are the subject of an easement or shared facility agreement or

building management statement) which the Body Corporate is responsible for or has undertaken to clean and/or maintain but only to the extent of the powers and duties of the Body Corporate;

'Scheme' means the Community Titles Scheme for which the Body Corporate is constituted.

'Term' means the term set out in clause 2.1 and any extension of that term.

2 ENGAGEMENT OF CARETAKER

2.1 The Body Corporate hereby engages the Caretaker as the Caretaker of the Property for the term of fifteen (15) years commencing on 4 December 2017 and ending on 3 December 2032 ("Term") and the Caretaker accepts such engagement upon the following terms and conditions.

2.2 Option to Extend

(a) The Caretaker has the option ("the option") of extending the Term for ten (10) years for the period commencing 4 December 2032 and ending on 3 December 2042.

(b) The Caretaker is only entitled to exercise the option by giving notice in writing to the Body Corporate not later than the date which is 3 calendar months prior to the expiration of the term set out in clause 2.1.

(c) Even if the Caretaker exercises the option the Caretaker is not entitled to extend the Term if as at the date the term set out in clause 2.1 ends the Body Corporate has the right to terminate this Agreement in accordance with clause 8.1.

3 REMUNERATION OF CARETAKER

3.1 In consideration of the performance by the Caretaker of the Caretaking Duties the Body Corporate must pay the Caretaker the annual remuneration during the Term.

3.2 The annual remuneration for the first year of the term shall be $113,181.82 per annum plus GST.

3.3 (1) Each anniversary of the date of commencement of the Term is a review date for the purposes of this clause 3.3.

(2) On each review date the annual remuneration must be reviewed so that the annual remuneration for the year commencing on the relevant review date is the higher of either:

(a) The annual remuneration payable for the year immediately preceding the relevant review date; or

(b) The remuneration for the year immediately preceding the relevant review date increased in proportion to any increase in the Index during the year last recorded for the Index immediately before the relevant review date.

3.4 (1) Words and expressions used in this clause 3.4 have the meaning given to then under the A New Tax System (Goods and Services Tax) Act 1999 (CTH).

(2) It is agreed that all amounts which the Body Corporate must pay to the Caretaker under this Agreement are exclusive of GST.

(3) If the Caretaker must pay GST in respect of any supply of goods or services under this Agreement by the Caretaker to the Body Corporate then the payment by the Body Corporate to the Caretaker for such goods or services must be increased to include the amount of GST payable by the Caretaker.

(4) The Body Corporate does not have to make any payment which includes GST to the Caretaker until the Caretaker has provided the Body Corporate with a tax invoice.

3.5 The annual remuneration must be paid by equal calendar monthly instalments in arrears commencing one calendar month after the commencement of the Term.

4 CARETAKING DUTIES

4.1 The Caretaker must personally or using properly trained contractors or employees attend to and perform the following caretaking duties in respect of the Property to the extent that the duties do not require work to be carried out by a person who has specialised skills:-

(a) Carry out all of the work specified in the Work Schedule in a good and workmanlike manner at the minimum time intervals specified in that schedule for that work.

(b) (i) Monitor the observance of the By-Laws of the Body Corporate by the owners and the occupiers (including their guests and licensees) of the lots in the Complex; and
(ii) bring the terms and conditions of the By-laws to the attention of any person committing any breach of the By-Laws; and
(iii) as soon as practicable report to the Body Corporate Representative any breach of the By laws.

(c) At the request of the Body Corporate advise the Body Corporate concerning the performance of the duties of the Caretaker and provide other advice which the Body Corporate requests relative to the management and care of the Property.

(d) Keep safe possession of the keys and access control devices delivered to the Caretaker to be held on behalf of the Body Corporate and not surrender any of them to any person other than:-
(i) the Body Corporate Representative; or
(ii) a person otherwise lawfully authorised to have access and then only to the extent necessary to allow that person to access the areas which that person is lawfully authorised to access.

(e) Take reasonable action to ensure that all mechanical and electrical equipment forming part of the Property is operating properly and being serviced regularly.

(f) In relation to fire protection and fire fighting equipment:-
(i) monitor the performance of any contractor engaged by the Body Corporate to carry out checking and maintenance of such equipment and advise the Body Corporate Representative of any failure by such contractor to perform its obligations; and
(ii) otherwise carry out the statutory duties of a building manager in relation to such equipment and fire safety procedures.

(g) Take reasonable action to ensure that all drainage in the Property is clear and functioning.

(h) Account promptly and faithfully to the Body Corporate for all its funds or other property coming into the Caretaker's hands or custody.

(i) Report promptly to the Body Corporate Representative on all things requiring repair and all matters creating a hazard or danger and take remedial action where practicable.

(j) (i) Supervise the performance by any persons contracted by the Body Corporate for the replacement repair and maintenance of any of the Property; and

(ii) advise the Body Corporate in respect of such contracts; and
(iii) assist with the obtaining of quotes from specialised trade persons and the letting of contracts if so required by the Body Corporate.

(k) At all times ascertain and be aware of the general condition of the Property so that at all times the Caretaker is able to keep the Body Corporate Representative informed in this respect.

(l) Take reasonable action to keep order in and on the Property and take such precautions as are reasonably required to safeguard the whole of the Property against unlawful entry or damage. In order to comply with the Caretaker's obligations the Caretaker is only obligated to take such action as is reasonable and lawful using equipment installed by the Body Corporate.

(m) With the aid of documents supplied by the Body Corporate the Caretaker must become informed as to the layout, construction, location, character and operation of the mechanical and electrical equipment installed in the Property and must advise the Body Corporate generally on its condition and must recommend to the Body Corporate Representative any changes or modifications which should be made for the proper and effective operation of such equipment.

(n) Ensure that all lighting operates efficiently and that time switches are reset when necessary.

(o) Attend meetings of the Body Corporate and its committee as and when directed by the Body Corporate for the purpose of reporting to the Body Corporate on and receiving directions in relation to the performance of the Caretaking Duties.

(p) Comply with any reasonable directions of the Committee from time to time regarding the issue of fobs or access cards in relation to the Scheme, and, if directed by the Committee, distribute fobs and access cards to authorised persons.

(q) To the extent that any licence or specialist skills are not required, read any electricity, gas or other energy meters that supply energy to either lots in the Scheme and/or common property and provide a true and accurate report of such readings to the Committee and any entity engaged by the Body Corporate to provide billing services as and when required, however if the Caretaker is required to read any meter more frequently than monthly, the Caretaker may seek reasonable reimbursement from the Body Corporate for such additional work, such fee to be agreed prior to the additional services being provided.

(r) Promptly, after the Caretaker becomes aware of the change of owner or occupier of a Lot, provide details of such change to the Committee and make available to the new owner or occupier any form of energy supply agreements approved by the Committee that may be necessary for that owner or occupier to obtain energy from either the Body Corporate or an energy supplier.

(s) Ensure that the Caretaker or the Caretaker's Nominee or Caretakers Appointee resides in the Caretaker's Lot.

(t) Liaise with Australia Post to devise a system for the lawful daily distribution of mail to letterboxes located on common property (including where necessary providing a key to Australia Post) and clear the Body Corporate letterbox each day (excluding Saturday and Sunday) and forward correspondence (at the Body Corporate's cost where necessary) to the relevant person.

4.2 All of the Caretaking Duties shall be undertaken and carried out by the Caretaker at the direction of the Body Corporate and shall not be a delegation of any power of the Body Corporate.

4.3 The Caretaker must also maintain by way of gardening, mowing and watering (where it is legal to water), the nature strip adjoining the common property to the Scheme.

4.4 The Caretaker must be available at the Complex or contactable by phone to assist the Body Corporate Representative, owners of lots, and tenants of lots in relation to the

performance of the Caretaking Duties.

5 EQUIPMENT AND CONSUMABLES

5.1 The Caretaker must pay for the supply, maintenance, and repair of all tools and equipment required to allow the Caretaker to perform the Caretaking Duties.

5.2 The Body Corporate must pay for the supply of all consumables required to allow the Caretaker to perform the Caretaking Duties.

5.3 The Caretaker must give the Body Corporate Representative reasonable advance notice of all consumables that will be required to allow the Caretaker to perform the Caretaking Duties.

5.4 Using funds provided by the Body Corporate the Caretaker must arrange the purchase of all consumables required to allow the Caretaker to perform the Caretaking Duties.

5.5 If the Body Corporate fails to provide such funds as and when required then the Caretaker may expend the Caretaker's funds for any of the purposes for which the Body Corporate is required to provide funds. In this event the Body Corporate must reimburse the Caretaker on demand.

5.6 The Body Corporate must also pay for the supply, maintenance, and repair of a small tractor or other pulling device required for the Caretaker to move bins, and the Caretaker must arrange this using funds provided by the Body Corporate.

5.7 Any consumables purchased using funds of the Body Corporate shall remain the Body Corporate's property.

6 ASSIGNMENT

6.1 The Caretaker may assign the Caretaker's rights and obligations under this Agreement to any person, persons firm or corporation subject to the prior approval of the Body Corporate Committee. Such approval must not be unreasonably withheld if the proposed assignee is responsible, respectable and capable of performing the obligations of the Caretaker under this Agreement and having regard to any other matters which the Body Corporate Committee is by statute entitled to take into account.

6.2 In the event of a proposed assignment by the Caretaker notice in writing must be given to the Body Corporate Secretary of such proposal which notice must include all pertinent details of the proposed assignee or assignees and must be accompanied by the following information:-

(a) at least two character references for the proposed assignee or assignees (or if the proposed assignee is a corporation or corporations then such references must be supplied for each of the directors of the corporation or corporations);
(b) at least two business references for the proposed assignee or assignees (or if the proposed assignee is a corporation or corporations then such references must be supplied for each of the directors of the corporation or corporations); and
(c) a letter of authority to the Body Corporate authorising the Body Corporate (or anyone acting as agent for the Body Corporate) to conduct such other enquiries as the Body Corporate may see fit in respect of such proposed assignee or assignees.

6.3 The Body Corporate is entitled on reasonable notice to require:-

(a) the proposed assignee or assignees; or
(b) the directors of the proposed assignee or assignees (if the proposed assignee is a corporation or corporations),
(c) to be present for an interview with the Body Corporate Committee at a place and time nominated by the Body Corporate Secretary.

6.4 The Body Corporate Committee's decision whether to approve any such assignment must be communicated in writing by the Body Corporate Secretary to the Caretaker as soon as may be practicable and in any case not later than thirty (30) days from the date on which notice of the proposed assignment and accompanying information is given to the Body Corporate Secretary.

6.5 The Body Corporate is entitled to require as a condition of consent that the assignee executes in favour of the Body Corporate a Deed of Covenant to perform observe and fulfil the terms covenants and conditions on the part of the Caretaker under this Agreement expressed or implied to be performed observed or fulfilled. Where the assignee is a corporation the Body Corporate is entitled to require that the directors of or the shareholders in the assignee execute the Deed of Covenant as guarantors of the performance by the assignee. Such Deed of Covenant shall be prepared by the solicitors for the Body Corporate.

6.6 If the Caretaker is a corporation:-

(a) any change in directors of that corporation; or
(b) any change in the shareholding in that corporation,

which has the effect of altering the effective control of the corporation will be deemed to be an assignment of this Agreement and the other provisions of this clause 6 will apply to such deemed assignment with such modifications as may be necessary to fit the circumstances.

6.7 The Body Corporate must not require or receive a fee or other consideration for approving an assignment other than what it is entitled to require or receive under statutory law.

6.8 The Caretaker is not entitled to assign the Caretaker's rights or obligations under this Agreement in any manner other than as strictly provided in this clause 6.

7 CARETAKER'S NOMINEE

7.1 The Parties agree that in the event that the Caretaker is a corporation then the Caretaker must appoint a nominee or nominees.

7.2 The Caretaker must perform all of its duties or obligations under this Agreement through the nominee or nominees.

7.3 The nominees have all the rights given under this Agreement to the Caretaker.

7.4 The Caretaker is responsible for any remuneration payable to the nominees.

7.5 Despite the rest of this clause 7 the Caretaker is liable and responsible for the performance of all acts deeds and things required under this Agreement.

7.6 The appointment of the nominee or nominees or any replacement is subject to the approval of the Body Corporate Committee which approval must not be unreasonably withheld in the case of:-

(a) a respectable and responsible person capable of performing the Caretakers duties under this Agreement; or
(b) where there is more than one nominee, respectable and responsible persons who between them are capable of performing the Caretakers duties under this Agreement.

The onus of proof of such respectability, responsibility, and capability lies on the Caretaker.

8 TERMINATION BY THE BODY CORPORATE

8.1 Without limiting the statutory rights of the Body Corporate this Agreement may be terminated by the Body Corporate by notice in writing to the Caretaker in the event that the Caretaker:-

(a) Assigns or transfers or attempts to assign or transfer the Caretaker's interest in this Agreement except in accordance with the other provisions of this Agreement; or
(b) Fails or neglects to carry out the Caretaker's duties under this agreement and such failure or neglect continues for a further period of fourteen (14) days after notice in writing has been given to the Caretaker specifying the duty or duties which the Caretaker has failed or neglected to carry out and requiring the Caretaker to perform such duty or duties; or
(c) Engages in misconduct or is grossly negligent in carrying out or failing to carry out the Caretakers functions as required under this Agreement; or
(d) Is convicted or one of its directors is convicted of an indictable offence involving fraud or dishonesty; or
(e) Is convicted or one of its directors is convicted on indictment of an assault or an offence involving an assault.

9 TERMINATION BY THE CARETAKER

In the event that:-
(a) The Body Corporate is in default under this Agreement; and
(b) The Caretaker has given fourteen (14) days notice in writing to the body Corporate specifying the default; and
(c) the default has not been remedied within such period of fourteen (14) days,

then the Caretaker may by further notice in writing terminate this Agreement.

10 NOTICES

10.1 Any notice, demand or other document authorised or required to be given or served under this Agreement is sufficiently given or served if given or served:-

(a) by delivering the same personally to the addressee; or
(b) by posting same to the addressee by prepaid ordinary post as a letter addressed to the addressee at the addressee's usual or last known place of abode or if the addressee is in business as a principal, at the addressee's usual known place of business; or
(c) in the case of a corporation by leaving same, or by posting same by prepaid ordinary post, as a letter addressed in either case to the corporation at its registered office or principal place of business in Queensland; or
(d) in accordance with the procedures for service of notices set out in the Property Law Act 1974; or
(e) in accordance with the procedures set out in any legislation governing the Body Corporate; or
(f) in any other manner recognised by law.

10.2 A notice, demand or other document which is posted shall be deemed to have been

served, unless the contrary is shown, at the time when by ordinary course of post it would be delivered.

11 ARBITRATION

11.1 The following provisions only apply to a dispute which is not subject to the provisions of the Act. In the event of any dispute arising between the Caretaker and the Body Corporate:-

(a) touching upon any matter arising under the terms of this agreement or incidental hereto; or
(b) relative to the interpretation of any of the provisions of this Agreement;

then the same shall be settled by an arbitrator to be mutually agreed upon between the parties and in default of agreement then by such arbitrator as may be nominated for the purpose by the president for the time being of the Queensland Law Society Incorporated. The decision of such arbitrator shall be final and binding between the parties and such arbitration shall be carried out pursuant to the provisions of the Commercial Arbitration Act 1990.

12 BODY CORPORATE REPRESENTATIVE

12.1 The Body Corporate Committee must from time to time authorise one of its members or the Body Corporate Manager to give instructions to and communicate with the Caretaker on behalf of the Body Corporate. The Body Corporate must advise the Caretaker in writing details of the person who is for the time being so authorised.

12.2 The Caretaker must confer fully and freely with the Body Corporate Representative if so requested relative to the performance of the duties of the Caretaker under this Agreement.

13 CARETAKER'S LEAVE

13.1 The Body Corporate agrees that the Caretaker may with the prior consent of the Body Corporate Committee appoint in writing an appointee for the term specified in the appointment but not exceeding a period or periods in the aggregate of four (4) weeks in each year of the Term.

13.2 Such consent must not be unreasonably withheld where the appointee is a responsible and respectable person capable of performing the Caretaker's duties under this Agreement.

13.3 The Caretaker may perform any of the Caretaker's duties or obligations under this Agreement through the appointee.

13.4 The appointee shall for the time so specified in the appointment have all the rights given by this Agreement to the Caretaker.

13.5 The Caretaker shall be responsible for any remuneration payable to the appointee.

13.6 Despite any such appointment the Caretaker is liable and responsible for the performance of all acts, deeds and things required under this Agreement.

14 COSTS

14.1 The costs of any transaction duty relating to this Agreement must be borne by the Caretaker.

15 SEVERANCE

15.1 The parties agree that it is not intended:-

(a) to engage the Caretaker as a Body Corporate Manager; or
(b) to delegate to the Caretaker any of the powers of the Body Corporate, the Body Corporate Committee, or of an executive member of the Body Corporate Committee; or
(c) to have the Caretaker perform duties which the Body Corporate has no power to pay the Caretaker to perform;

and that it is the parties intention that the remuneration payable by the Body Corporate to the Caretaker under this Agreement is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Caretaker to perform.

15.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Agreement:-

(a) constitutes an engagement of the Caretaker as a Body Corporate Manager; or
(b) includes the delegation of any power referred to in clause 15.1(b); or
(c) involves the performance of a duty which the Body Corporate has no power to pay the Caretaker to perform;

then such provision shall be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the remuneration payable by the Body Corporate to the Caretaker under this Agreement.

15.3 Otherwise all rights duties or obligations given or imposed by virtue of this Agreement are so given or imposed to the extent that they are lawful. If at any time, any provision of this Agreement is, or becomes illegal, invalid, unenforceable or void in any respect then that provision shall be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Agreement, so as to uphold the legality and validity and enforceability of the remaining provisions of this Agreement.

16 INTERPRETATION

16.1 In this Agreement unless the context otherwise requires:-

(a) words importing:-
  (i) the singular number shall include the plural and vice versa;
  (ii) any gender are to be read as importing such gender as the case may require;
  (iii) corporations shall include a person or persons and vice versa as the case may require;
(b) any reference to a statute is to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules by-laws, proclamations, orders and other authorities pursuant to the statute;
(c) headings have been inserted for guidance only and do not form part of or affect the interpretation of this Agreement;
(d) Whenever the same is used the word 'Caretaker' means includes and binds the Caretaker or (where there is more than one) the Caretakers and his her or their (whichever the case may be) executors administrators successors and assigns or in the case of a company the Caretaker and its administrators and assigns;
(e) Where two (2) or more persons are named as the Caretaker or become the Caretaker the expression "the Caretaker" is a reference to those persons jointly as well as to each of them severally and this Agreement binds those persons

jointly as well as each of them severally;

(f) Unless otherwise defined in this Agreement or the context otherwise requires, words and expressions defined in the Act to have particular meaning have that meaning when used in this Agreement;

(g) A reference within a clause to a clause or schedule are a reference to that clause or that schedule in this Agreement;

(h) Where a word or phrase is given a particular meaning, other parts of speech based on that word or phrase or grammatical forms of that word or phrase have corresponding meanings;

(i) Where a function is to be carried out by the Body Corporate Committee and at the time the function is to be carried out there is no Body Corporate Committee then that function must be carried out:-

(i) by the person engaged in accordance with the Act to carry out that function; or

(ii) where there is no such person then the Body Corporate in general meeting.

(j) Where a function is to be carried out by the Body Corporate Secretary and at the time the function is to be carried out there is no Body Corporate Secretary then that function is to be carried out:-

(i) by the person engaged in accordance with the Act to carry out that function; or

(ii) where there is no such person then by whoever else is authorised under the Act to carry out the functions of the Body Corporate Secretary.

17 BODY CORPORATE WARRANTY

17.1 The Body Corporate warrants that it has complied with all the requirements of the Act with which it must comply to ensure that engagement of the Caretaker as a service contractor in accordance with this Agreement is not void.

18 TRUSTEE PROVISIONS

18.1 If the Caretaker enters into this Agreement as trustee of a trust, then the Caretaker represents and warrants that:

(a) it is the sole trustee of the Trust, it has not given any notice of resignation and no action has been taken to remove or replace it or to appoint any additional trustee;

(b) where the Body Corporate has required it to do so, it has disclosed to the Body Corporate full and correct particulars of the terms of the Trust and provided to the Body Corporate true copies of the Trust Deed and any documents relating to the Trust required by the Body Corporate prior to the execution of this document;

(c) it has power under the Trust Deed to execute and perform its obligations under this document and all necessary action has been taken to authorise the execution and performance of this document under the Trust Deed;

(d) this document is executed as part of the due and proper administration of the Trust, are or will be for the commercial benefit of the Trust and are or will be for the benefit of the beneficiaries of the Trust;

(e) it has an unrestricted and unlimited right to be fully indemnified out of the Trust Fund and has not released or disposed of its equitable lien over the Trust Fund;

(f) it is not in default under the Trust Deed;

(g) the Trust is duly constituted and has not terminated, and no vesting date for the Trust has been determined prior to the final vesting date for distribution specified in the Trust Deed;

(h) it has complied with all fiduciary obligations directly or indirectly imposed on it;

(i) the rights of the Body Corporate will rank in priority to the claims of the beneficiaries of the Trust.

19 OCCUPATION AUTHORITY

19.1 NOT APPLICABLE

20 SPECIAL CONDITION TO APPLY WHILST NUNDAH LAND HOLDINGS PTY LTD ACN 600 612 039 AS TRUSTEE FOR NUNDAH LAND TRUST IS THE CARETAKER

For the purposes of this clause, the following words have the following meaning:

(a) 'Caretaker's Nominated Appointee' means any other person or entity nominated by the Caretaker, provided that such person is capable of performing the Caretaker's Duties and obligations under this Agreement. The Body Corporate is not required to consent to the Caretaker's Nominated Appointee;

(b) 'Related Entity' has the same meaning as in the Corporations Act 2001 (Cwlth)

Whilst NUNDAH LAND HOLDINGS PTY LTD ACN 600 612 039 AS TRUSTEE FOR NUNDAH LAND TRUST (or any of their Related Entities) is the Caretaker, the following provisions will apply:

(c) The Caretaker may perform any of the Caretaking Duties or other obligations under this Agreement personally or via the Caretaker's Nominated Appointee. The Caretaker's Nominated Appointee may also engage other persons to assist them. The actions of the Caretaker's Nominated Appointee do not affect the liability of the Caretaker under this Agreement but the Caretaker will not be in breach of performing its obligations under this Agreement at any time if the Caretaker's Nominated Appointee is performing those obligations;

(d) Clause 4.1 (s) and any other clause of this Agreement requiring the Caretaker or other person to reside in the Caretaker's Lot will not apply, however:

a. either the Caretaker or Caretaker's Nominated Appointee must be contactable by telephone at all reasonable times.

(e) The clause of this agreement headed 'Caretaker's Nominee' will not apply.

SCHEDULE B - WORK SCHEDULE

List of specified caretaking activities pursuant to Clause 4.1(a).

CLEANING AND GROUNDS MAINTENANCE – DAILY ROUTINE

Area	Work Description
Main Foyers	Empty ashtrays/rubbish receptacles and wipe clean. Clean all stainless steel facings to lifts with "ZATE" or similar. Wipe down all counter tops and facings with "Mr Sheen" or similar. Remove obvious rubbish and tidy magazines and brochures. Clean inside and out entry doors and fixed glass either side. Sweep and mop with detergent and/or disinfectant. Spray area with room freshener.
All Lobbies – All Levels	Empty and clean all garbage bins and ashtrays (if any), replace liners where necessary (wash with a disinfectant once a month). Remove all rubbish from garbage rooms and sweep/mop room as necessary. Spray with air freshener.
Lifts	Clean interior using "ZATE" or similar for the stainless steel and a suitable cleaner for the walls. Clean mirrors daily. Clean floors daily. Replace any broken light globes. Spray with room freshener.
Garbage Chutes	Clean all garbage chute areas and check for any obstructions to the garbage chute, clearing such obstructions where possible. Where the clearing of such obstruction would require the work of a skilled tradesperson, the Caretaker must inform the Committee and organise a suitable tradesperson to clear the blockage at the Committee's direction.
Barbecue Area	Sweep area clean and empty all rubbish bins. Wipe clean all furniture and report any damaged or missing. Clean off all fats/greases from BBQ plates and facings. Check gas bottle for stock, reserve bottle to be full at all times. NB. Report any malfunction/damage and report empty bottles.
All Other Facilities Areas	Wipe clean all equipment and furniture and other property in area and report any damaged or missing. Pick up any rubbish. Empty rubbish bins. Clean/sweep floor and area as necessary to keep area in a clean and tidy condition.
Bookings	Take and keep bookings in respect of use of the Barbeque Area and Facilities Areas, and comply with all reasonable directions of the Committee regarding booking policies.
Grounds	Clear all leaves and rubbish. Empty rubbish bins and smokers' receptacles (if any). Align any deck chairs and sun lounges and report any damage. Water as required plants, shrubs and planter boxes not covered by any automatic sprinkler. Check all access paths and sweep where necessary. Hose to be used only where it is legal to do so. Clean any hydrant booster

	cupboards.
Car Parks and Visitor's Car Parks	Check complete car park areas, pick up any rubbish lying about (Papers, wrappers etc) and empty all rubbish bins and keep neat and tidy. Thoroughly check operation of any gate and other mechanical devices, and the intercom, in car parking areas and report any malfunction, or potential breakdown areas. (Carefully watch gate/s through full cycle). Check all fittings to electronic gate/s.
Footpaths and Access Roads, including Planters	Sweep area clean, remove all rubbish, papers, etc
Garbage Bin Area	As necessary, place bins at collection point for Council collection from collection/holding areas. Sweep out garbage bin holding areas – hose/mop with detergent as necessary. After garbage collection by Council, replace bins in garbage bin holding areas. Keep bin holding areas in a clean and tidy condition. Where possible, ensure that waste containers are cleaned in wash down areas.

CLEANING AND GROUNDS MAINTENANCE – WEEKLY ROUTINE

Area	**Work Description**
Main Foyer and Front Entrance	Clean all windows and mirrors using "Optic Kleer" or similar and squeegee surface. Water plants, remove any fall, wipe clean any planters and spray leaves lightly with white oil. Wipe clean all wall surfaces, as necessary. Wipe clean all window and door frames and letterbox facings. Empty letterboxes of rubbish mail. Wipe clean all exit indicator lights. Dust and wipe clean using "Mr Sheen" or similar oil all furniture pieces.
All Lobbies – all Levels	Clean floors and clean inside of any windows as required.
Barbecue Area	Mop over all tiles with cleanser/deodoriser. Check LPG gas cylinders, spare to be full at all times. Report empty cylinders. Check operation of Barbecue controls/jets and light fittings. Clean out drip tray and renew sand.
Grounds	Sweep all pathways and hose clean. Hose clean and scrub where necessary all outdoor furniture to remove dirt stains. Cut grass (if any) and trim edges – all clippings are to be mulched and spread on garden beds. Weed lawns and gardens, as necessary. Wash out Body Corporate bins with disinfectant/cleanser. Hose to be used only where it is legal to do so. NB. Report any repair/replacement requirements.

All Facilities Areas	Check condition of all furniture and other property, and report to Body Corporate if any maintenance or replacement property is required
Car Parks	Hose down all common areas, and (to the extent that the same does not interfere with the use of an exclusive use car parking area, such area). Hose to be used only where it is legal to do so. Where it is not legal to do so, sweep all common areas.
Footpath/Access Roads	Hose down all footpaths and access roads. Clean glass fronts to fire indicator boards and wipe clean all aluminium framework.
Garbage Bin Area	Scrub out Body Corporate bins and waste containers with disinfectant/cleanser. Scrub out bin area with disinfectant/cleanser. Where possible, ensure that waste containers are cleaned in wash down areas.
Fire Safety Equipment	Check fire hoses in accordance with requirements specified in the Australian Fire Safety regulations.
Planter Containers	Maintain (both plants and planter containers) strictly in accordance with any manuals as produced by the developer of the building. All costs involved in complying with this duty shall be the responsibility of the Body Corporate
Lift Motor Room/s	Sweep out/mop clean as necessary and leave in a neat and tidy condition. Report any problems with door locks and replace blown globes.

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE

Area	**Work Description**
Grounds	Trim plants in need of trimming (where the same does not require a person with specialised skills). Fertilise any lawns and gardens (seasonally). Check condition of soil in gardens and replenish if necessary. Spray control chemicals to prevent damage to plants from insects/pests/blight. Treat any lawns seasonally for eradication of Bindii, clover and other weed growths. Replace sections of turf as necessary (damaged by oils, wear etc). Aerate all gardens with a garden fork or similar.
Car Parks	Clean insects out of all light fittings.
All levels including basement, roof and fire stairs	Sweep down all stairs and landings (hose if necessary). Remove dust from hand rails and wipe clean. Remove dirty marks from walls as necessary. Wipe clean all doors and door frames. Wipe clean exit signs and replace blown globes. Clean insects out of all light fittings.

CLEANING AND GROUNDS MAINTENANCE – AS REQUIRED

Electricity/Gas/Water Meters	Where the reading of any meters on the Scheme is not performed by another authority, the Caretaker must read the meters as required by the Committee, and provide an accurate

	written reading of the meters to the Committee. See clause 4.
Bicycle Parking/Storage	The Caretaker must ensure that the use of any and maintenance of Bicycle and Storage areas on the Common Property are in accordance with the Committee's instructions. The Committee's instructions must be consistent to ensure that the use and maintenance accords with any local government requirements as updated/amended/replaced from time to time.
Flood Management	As and when required by the Committee, the Caretaker shall assist in organising flood management drills for the Scheme and shall assist the Body Corporate with complying with and implementing any flood management plans for the Scheme.

THE COMMON SEAL of **THE BODY CORPORATE FOR THE LINK- NUNDAH COMMUNITY TITLES SCHEME 50858** is affixed in accordance with a direction or authorisation which complies with the regulations governing the use of the Seal of the Body Corporate and in the presence of persons in whose presence the Seal may be affixed under those regulations)

BODY CORPORATE FOR THE LINK - NUNDAH CTS 50858
The Common Seal of

.....
Witness to the affixing of the Seal
Sole Committee Member

.....
Witness to the affixing of the Seal

EXECUTED by **NUNDAH LAND HOLDINGS PTY LTD ACN 600 612 039 AS TRUSTEE FOR NUNDAH LAND TRUST**)

In accordance with Section 127 of the Corporations Act (Cwlth)

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SOLE DIRECTOR/SECRETARY