DEED OF ENGAGEMENT

NICHOLSONS SOLICITORS

Level 12, 379 Queen Street
BRISBANE QLD 4000
Phone: 3226 3944
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This Deed made the 15 **day of** December **2011.**

RECITALS:-

A. The Body Corporate and the Manager are parties to the Previous Agreement.

B. The Manager has requested the Body Corporate enter into this Deed of Engagement which will adopt the terms and conditions of the Original Agreement with certain variations.

C. The Original Agreement is attached to this Deed and forms part of this Deed.

IT IS AGREED:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:-

"Commencement Date" means the date the Body Corporate resolves to enter into this Deed, being 15 December 2011.

"Previous Agreement" means the Deed of Engagement between the Body Corporate and Reach Investments (Kewee) Pty Ltd ACN 088 837 058 dated 24 September 2002 as assigned by the Deed of Assignment between the Body Corporate and Richbern (QLD) Pty Ltd ACN 106 169 920 as trustee for The

"GST" means a Goods and Services Tax or any similar tax, impost or duty which is or may be levied or becomes payable in connection with this Agreement or any goods or services supplied by the Manager to the Body Corporate.

"Original Agreement" means the Caretaking Agreement between the Body Corporate and Reach Investments (Kewee) Pty Ltd ACN 088 837 058 dated 18 December 2001 (Annexure A).

1.2 Interpretation:-

In this deed unless the contrary intention appears:-

(a) reference to a person includes a reference to that person's personal representatives, successors and assigns;

(b) reference to a person includes a natural person, partnership, trust, association and company;

(c) a word importing the singular number includes the plural number and a word importing the plural number includes the singular number;

(d) a word importing a gender includes each other gender;

(e) reference to a company includes any incorporated body of any description;

(f) reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this deed and a reference to this deed includes recitals and schedules;

(g) reference to any statute in this deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and by-laws made under or pursuant to that statute;

(h) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations contained in implied in that document or in that part of a document;

(i) headings are inserted for convenience only and do not affect the interpretation of this deed.

2. ENGAGEMENT

2.1 The Body Corporate engages the Manager as Caretaker under the terms and conditions of the Original Agreement, as varied by this Deed, for the Term of fifteen (15) years, with an option to renew or extend the Term for a further five (5) years, commencing on the date the Body Corporate resolves to enter into this Deed (the "Commencement Date") and expiring 15 years after that date.

2.2 The Manager accepts the engagement.

2.3 The remuneration payable to the Manager by the Body Corporate is equivalent to $36,994.44 (inclusive of GST) per annum from the Commencement Date and will be paid and reviewed at the same times and on the same terms as provided for in the Original Agreement.

2.4 The Original Agreement is varied as follows:

2.4.1 Recital B is varied by replacing the words "section 88" with the words "section 95";

2.4.2 At clause 3.2, the words "fifteen years" are deleted and replaced with the words "five years";

2.4.3 At clause 7.2, the words "pursuant to an ordinary resolution in general meeting" are deleted and replaced with the words "pursuant to a resolution of the committee"; and

2.4.4 At clause 13.2, the words "Letting Agent" are replaced with the words "Caretaker".

3. COSTS

3.1 The Manager must pay the reasonable costs of and incidental to the negotiation, preparation and execution of this Deed as well as any stamp duty payable in respect of this Deed.

4. TERMINATION OF OTHER DEEDS

4.1 This Deed replaces all other Agreements including the Previous Agreement which will come to an end on the Commencement Date.

4.2 Notwithstanding clause 4.1, the terms of the Original Agreement continue in force to the extent that those terms form part of this Deed

5. MANAGER'S WARRANTIES

5.1 The Manager represents and warrants that it has:

5.1.1 relied entirely on its own independent investigations and enquires in entering into this Deed; and

5.1.2 had the opportunity to obtain independent legal, taxation and financial advice about the matters and content of the terms of this Deed.

5.2 The Manager acknowledges that in entering into this Deed the Manager has not relied on any written or oral statements or representations made by the Body Corporate, or on the Body Corporate's behalf, other than those set out in this Deed and the terms and conditions of this Deed constitute the whole agreement between the Parties.

6. SEVERANCE

6.1 In the event that any term or provision of this Agreement for any reason whatsoever be acknowledged by the parties hereto, or be adjudged by a Court, Body or Referee of competent jurisdiction or be held or rendered by any competent Government authority to be invalid, illegal, of no force or effect or unenforceable, such terms or provision shall be severed from the remainder of the terms and provisions of this Agreement and shall be deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement shall subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.

7. FURTHER ASSURANCE

7.1 Each of the parties hereto shall procure every person as required to sign and execute all such further documents and otherwise do all such acts, matters and things as shall be necessary or desirable to give full force and effect to the provisions of this Agreement.

7.2 Without limiting the generality of the preceding clause the Body Corporate hereby agrees that in the event that any term or provision of this Agreement requires the repeal, enactment or amendment of any By-law to make such a term or provision valid, then the Body Corporate shall do all such acts matters and things as shall be reasonably necessary to ensure that such By-law is so repealed, enacted or

amended.

8. COUNTERPARTS

8.1 This Deed may be executed in any number of appropriate counterparts and when executed communication of the fact of execution to the other Parties may be made by sending evidence of due execution by facsimile transmission.

9. VARIATIONS

9.1 This Deed may be varied only by agreement in writing signed by the parties. Unless the context otherwise requires, a reference to this Deed shall include a reference to this Deed as amended or varied from time to time.

10. WAIVER

10.1 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver. A waiver or consent is only effective in the specific instance and for the purpose for which it is given.

11. NON MERGER

11.1 To the extent to which any of the obligations of a party have not been fully performed on completion of any transaction contemplated by this Deed then those obligations shall continue after completion until full performance by that party or that party's release from performance by the other parties and any provisions of this Deed relating to those obligations shall not merge on completion but shall continue in full force and effect until that performance or release.

12. NOT ALL PARTIES EXECUTE THE DOCUMENT

12.1 This document shall not take effect until it is executed by all parties and a copy of the executed document is delivered to all other parties (or their solicitor). Any party who executes and delivers this document to another party may, at any time before receiving a copy of the document executed by all parties, notify the other parties that they do not wish to proceed with the terms of agreement set out in this document in which case such party will not be bound by this document notwithstanding any subsequent receipt of an executed copy of the document by the other parties.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the law of Queensland and each of the parties hereby submits to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any part or the occurrence of any act, matter or thing outside of Queensland.

14. WARRANTY OF AUTHORITY

14.1 Each person signing this Agreement:

14.1.1 As attorney for any party warrants to the other parties that at the date of execution by that party has not received any notice or information of the revocation of the power of attorney; and

14.1.2 As an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution by that party has full authority to execute this Agreement in that capacity.

14.2 The Body Corporate warrants that it has the authority and legal capacity to enter into this Agreement.

15. AUTHORITY TO DATE AND COMPLETE

15.1 Each party hereby authorises the other and their respective solicitors to:

15.1.1 date or complete any blank spaces in this Agreement;

15.1.2 complete and sign any documents or paperwriting as is necessary to stamp or register this Agreement.

EXECUTED AS A DEED

Annexure A
(Caretaking Agreement)

NO DUTY PAYABLE
27-12-01
Commissioner of Stamp Duties.
Queensland

CARETAKING AGREEMENT

THIS AGREEMENT is made by way of Deed this 18th day of December 2001

RECITALS:

A. The Body Corporate has certain statutory responsibilities and duties.

B. The Body Corporate may pursuant to section 88 of the Body Corporate and Community Management Act enter into contracts for the carrying out of its functions and duties.

C. This Agreement is for the appointment of a service contractor to carry out caretaking duties in respect of the common property of the Community Titles Scheme.

AND THE PARTIES AGREE:

1. DEFINITIONS

1.1 In this Agreement the following words and phrases have the meanings respectively assigned to them:

(a) **"The Act"** means the Body Corporate and Community Management Act 1997.

(b) **"this Agreement"** means this Caretaking Agreement and includes the Schedules, if any;

(c) **"Bylaws"** means the Bylaw for the Community Titles Scheme.

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(d) **"Complex"** shall mean the lots and Common Property comprised in the Plan (as defined) and being the Building Units Plan Complex known as

Queensland;

(e) **"Manager's Residence"** mean the Unit being Lot 1 in the Survey Plan 127486;

(f) **"Common Property"** means so much of the land and improvements within the Plan as from time to time is not comprised in any lot in the Plan or exclusive use area and shall include where appropriate any easements and any property shared between members of the Body Corporate and any other person or persons (where by way of agreement easement lease or otherwise);

(g) **"Committee"** means the committee of the body corporate elected or otherwise appointed from time to time pursuant to the Act;

(h) **"Independent Person"** means a Queensland Law Society approved mediator to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Queensland Law Society Inc;

(i) **"the Plan"** means the Survey Plan of the Body Corporate;

(j) **"the Property"** means the Common Property.

2. INTERPRETATION

2.1 In the interpretation of this Agreement, unless the context otherwise requires:

(a) words importing any gender shall include all other genders;

(b) words importing persons shall include all bodies, associations, trusts, partnerships, instrumentalities and entitles corporate or unincorporate, and vice versa;

(c) references to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns;

(d) any obligation on the part of or for the benefit of two or more persons shall be deemed to bind or benefit as the case may be any two or more of them jointly and each of them severally;

(e) words importing the singular shall include the plural and vice versa;

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(f) headings are included for convenience only and shall not affect the interpretation of this Agreement or any Schedule;

(g) references to sections, clauses, recitals, schedules and annexures are to sections and clauses of and recitals, schedules and annexures to this Agreement;

(h) references to this Agreement are to this Agreement and all modifications and variations to this Agreement effected in accordance with this Agreement;

(i) references to any document or agreement shall include all references to such document or agreement as amended narrated, supplemented, varied or replaced from time to time;

(j) references to writing shall include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form;

(k) references to a statute include all statutory provisions amending consolidating or replacing that statute and all by-laws, orders in council, ordinances, proclamations, regulations, rules and other authorities made under this statute.

(l) references to institutes, associates, bodies and authorities whether statutory or otherwise will, if that institute, body, association or authority ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other institute, association, body or authority, be deemed to refer respectively to the institute, association, body or authority established or constituted in place thereof or which substantially succeeds the powers of functions of the institute, association, body or authority referred to.

3. APPOINTMENT AND TERM

3.1 The Body Corporate appoints the Caretaker as the caretaker of the Common Property for the period of ten (10) years to commence on and from December 18, 2001 and ending on December 17, 2011.

3.2 If the Caretaker;

(a) not more than six and not less than three calendar months prior to the expiration of this Caretaking Agreement gives written notice to the Body Corporate that it wishes to renew this Caretaking Agreement; and

(b) there being no unremedied default;

then the Body Corporate will grant to the Caretaker a renewal of this Caretaking Agreement for a further term of fifteen years on the following conditions;

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(i) The remuneration for the first year of the renewed term will be the remuneration for the final year of the current term reviewed in accordance with Schedule 1 hereto; and

(ii) The terms and conditions will be the same as the terms and conditions of this Caretaking Agreement except for the deletion of this clause 3.2.

4. REMUNERATION AND DUTIES

4.1 In consideration for the performance of the Caretaking duties the Body Corporate must pay to the caretaker the annual fee calculated on the basis set out in **Schedule 2** the annual fee is to be paid by the Body Corporate to the Manager monthly arrears.

4.2 If the Caretaker shall be required to pay a tax in a nature of a goods and services or consumption tax (GST) in respect of the services provided under this Agreement then in addition to the remuneration provided for in **Schedule 2** the Body Corporate shall also pay to the Caretaker an amount equivalent to the GST payable by the Caretaker. The Body Corporate will pay such GST as is reasonably estimated by the Caretaker with each monthly instalment of the remuneration or at such other times as may be reasonably required by the Caretaker. The Caretaker shall supply prior to any payment being made a tax invoice.

4.3 The Caretaker must carry out or cause to be carried out the duties set out in **Schedule 1.**

4.4 The Caretaker shall perform or at the Caretaker's expense and under the Caretaker's supervision procure the duties to be performed in such a manner as is consistent with the position of a caretaker of a Building Units Plan complex, some of the units in which are intended to be let by the owners of such units to members of the public.

4.5 Where the Caretaker is:

(a) a natural person, the Caretaker's duties shall be duly and punctually performed by the Caretaker personally or by persons engaged by the Caretaker at the Caretaker's expense and working under the supervision of the Caretaker.

(b) a corporation, the Caretaker's duties shall be performed by or under supervision of the principal shareholders and/or directors of the Caretaker and/or the Caretaker's nominee. The Caretaker's nominee shall require the prior approval in writing of the Committee which shall not be unreasonably withheld.

4.6 The Caretaker shall have the right to appoint a suitable replacement to carry out the Caretaker's functions pursuant to this Agreement in the event of an emergency

arising or annually for a period or periods for a total of four (4) weeks for the purpose of allowing the Caretaker a holiday for that period each year.

On each occasion details of the proposed replacement shall be provided to the Committee (and in the event of holidays at least one (1) calendar month prior to the commencement of the Caretaker's proposed holiday in each year) and the Committee shall as soon as reasonably practicable indicate its consent or otherwise to the proposed person. Such consent shall not be unreasonably withheld. It shall be a matter for the Caretaker to ensure that the person or persons from time to time adequately perform the functions of the Caretaker pursuant to this Agreement and any breach of this Agreement on the part of such person or persons shall be deemed to be a breach by the Caretaker.

Any remuneration payable to such person or persons shall be the responsibility of the Caretaker.

4.7 The Body Corporate may from time to time by notice in writing request the Caretaker to perform extra duties to those set out in the Schedule which the Caretaker shall perform for extra remuneration to be agreed or failing agreement within thirty (30) days of the request having been made, the extra remuneration shall be determined by the President for the time being of the Real Estate Institute of Queensland or his/her nominee who shall be deemed to be acting as an expert and not as an arbitrator and whose decision shall be final and whose costs shall be met equally by the parties.

5. DUTIES OF THE BODY CORPORATE

5.1 The Body Corporate must:

(a) furnish to the Caretaker a set of all plans of the complex in its possession or control:

(b) at its cost, supply to the Caretaker materials and equipment necessary for the performance of the Caretaker's duties under this Agreement;

(c) from time to time authorise one committee member to give instructions to and communicate with the Caretaker on behalf of the Body Corporate and not more than one (1) member of the Committee at any time shall be given such authority;

(d) confer fully and freely with the Caretaker concerning the performance of the duties by the Caretaker and the control, management and administration of the common property and shall provide proper and reasonable instructions to the Caretaker in relation thereto.

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6. EXPENDITURE

6.1 The Caretaker may in the performance of its duties pledge the credit of the Body Corporate and incur expense on behalf of the Body Corporate in an amount from time to time authorised by the Body Corporate without prior approval.

6.2 Any such expense paid by the Caretaker shall be reimbursed by the Body Corporate to the Caretaker within fourteen (14) days of a written demand for reimbursement accompanied by copies of invoices and/or receipts from the supplier of the materials or services.

6.3 The Caretaker shall not be entitled to any profit margin or mark up in relation to any materials or services procured by the Caretaker for the Body Corporate (except materials and services provided by the Caretaker pursuant to some other agreement with the Body Corporate). The Body Corporate shall be entitled to the benefit of any discount or benefit negotiated by the Caretaker.

6.4 The Caretaker must obtain the prior approval of the Body Corporate before incurring expenditure beyond the authorised limit.

7. ASSIGNMENT

7.1 The Caretaker shall not assign this Agreement or any interest in it except in accordance with this clause.

7.2 The Caretaker may assign this Agreement or any interest in it with the prior consent in writing of the Body Corporate pursuant to an ordinary resolution in general meeting. Such consent shall not be unreasonably withheld if at the time at which such consent is sought the Caretaker is not in default under this Agreement and that consent is sought on the following basis:

(e) at the time at which consent is sought the Caretaker is not in default under this Agreement such that the Body Corporate could terminate it;

(f) the Caretaker shall give at least three (3) weeks' written notice to the Body Corporate of the date of the proposed assignment and provide with that notice all reasonable details of the proposed assignee;

(g) the Caretaker shall arrange an interview between the Committee and the proposed assignee;

(h) the Caretaker shall prove to the reasonable satisfaction of the Body Corporate that the proposed assignee is a respectable responsible and financially sound person capable of adequately performing and observing the duties and provisions of this Agreement.

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7.3 Any consent to assignment shall not be effective until:

(i) the Caretaker has entered into a deed with the Body Corporate under which the Caretaker releases the Body Corporate from all claims against the Body Corporate in respect of or in any way arising from this Agreement;

(j) the proposed assignee has entered into a deed with the Caretaker and the Body Corporate in a form reasonably required by the Body Corporate which deed contains a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof;

(k) The Caretaker pays to the Body Corporate all proper and reasonable costs and expenses incurred by the Body Corporate in respect of the request for consent to the assignment whether or not the assignment is made.

7.4 Where the Caretaker is a corporation if there is any alteration to the Board of Directors, or any alteration to the beneficial ownership of, or issue of further shares in, or increase in, the share capital of the Caretaker or any proposal relating to the same which alters the effective control of the Caretaker from the control thereof at the date of commencement of this Agreement, such change or proposed change in the control of the Caretaker shall be deemed to be an assignment or proposed assignment of this Agreement and the provisions relating to assignments shall apply.

8. PROHIBITED PAYMENTS

8.1 The Body Corporate shall not be entitled to any premium payment or benefit in connection with the granting, renewal, extension, variation or assignment of this Agreement or any extension or variation hereof.

9. TERMINATION

9.1 This Agreement may be terminated by the Body Corporate pursuant to an ordinary resolution in general meeting by notice in writing to the Caretaker in any of the following events:

(a) in the event of the Caretaker purporting to assign this Agreement without the prior consent in writing of the Body Corporate or committing any act of gross negligence or gross misconduct;

(b) if the Caretaker shall default in the performance of the duties of the Caretaker pursuant to this Agreement and such failure or neglect to remedy the default shall continue for a further period of fourteen (14) days after notice in writing shall have been given to the Caretaker by the Body Corporate specifying the default and clearly stating what has to be done by the Caretaker to remedy the default;

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(c) if the Caretaker is a natural person and:

(i) becomes insolvent:

(ii) is convicted of an indictable offence; or

(iii) is committed under any legislation relating to mental health.

(d) if the Caretaker is a corporation, and an order is made or a resolution is effectively passed, for the winding up of the Caretaker (other than for the purposes of an amalgamation or reconstruction);

(e) if the Caretaker or interests associated with the Caretaker cease to be the occupier or proprietor of the Manager's Residence.

10. DISPUTE RESOLUTION

10.1 If a dispute between the Caretaker and the Body Corporate arises out of or in connection with this Agreement then either party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.

10.2 Notwithstanding the existence of a dispute, the Caretaker and the Body Corporate shall continue to perform this Agreement. Without limitation the Caretaker shall continue to perform the Caretaker's duties and the Body Corporate shall continue to pay the Caretaker.

10.3 Within fourteen (14) days after service of the Notice of Dispute the parties shall confer at least once, and at the option of either party and provided the Independent Person agrees, in the presence of the Independent Person, to attempt to resolve the dispute and failing resolution to explore and if possible to agree on methods of resolving the dispute by other means. The costs of the Independent Person shall be met by the parties equally. At any such conference the Body Corporate shall be represented by a person having authority to agree to a resolution to the dispute. In the event that the dispute cannot be so resolved or if at any time either party considers that the other part is not making reasonable efforts in good faith to resolve the dispute, either may by notice in writing deliver by hand or send by certified mail to the other party notice referring such dispute to arbitration or litigation.

10.4 Arbitration (if adopted as the means of resolving the dispute) shall be effected by a single arbitrator who shall be nominated by the President for the time being of the Queensland Law Society Inc and unless the parties agree in writing, the Independent Person shall not be appointed as an arbitrator nor may the Independent Person be called as a witness by either party in any arbitration litigation or other form of dispute resolution whatsoever.

10.5 Nothing in this clause shall prejudice the right of a party to institute proceedings to enforce any payment due hereunder or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.

11. FURTHER ASSURANCE

11.1 Each of the parties hereto shall and shall procure every other person as required to sign and execute all such further documents and otherwise do all such acts, matters and things as shall be necessary or desirable to give full force and effect to the provisions of this Agreement.

11.2 Without limiting the generality of the preceding clause the Body Corporate hereby agrees that, in the event that any term or provision of this Agreement requires the repeal enactment or amendment of any By-Law, it will do all such acts matters and things as shall be reasonably necessary to ensure that such By-Law is so repealed enacted or amended.

12. NOTICES

12.1 Any notice required to be given or served by either party to this Agreement shall be given in the same manner as is provided for in Section 257 of the *Property Law Act 1974* whether or not that Act or Section shall be repealed, substituted or amended subsequent to the date hereof.

13. COSTS

13.1 Each party shall bear their own costs of the preparation, negotiation and execution of this Agreement.

13.2 All stamp duty payable on this Agreement and any duplicate thereof shall be borne and paid by the Letting Agent.

13.3 When either party is in default it will pay to the other party all costs (including legal costs on a solicitor and client basis) which are reasonably incurred by the other party in connection with that default. Legal costs will be deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or right, the actual exercise of any power, remedy or right, or the institution or prosecution of proceedings in respect of any default.

14. SEVERANCE

14.1 If at any time any provisions of this Agreement is or becomes illegal, invalid, unenforceable or void in any respect that provision will be ignored, read down or

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severed restrictively so as to uphold the legality, and enforceability of the remaining provisions of this Agreement.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the law of Queensland and each of the parties hereby submits to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or things outside of Queensland.

16. WARRANTY OF AUTHORITY

16.1 Each person signing this Agreement:

(a) as attorney for any party warrants to the other parties that at the date of execution by that party has not received any notice or information of the revocation of the power of attorney: and

(b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution by that party has full authority to execute this Agreement in that capacity.

17. AUTHORITY TO DATE AND COMPLETE

17.1 Each party hereby authorises the other and their respective solicitors to:

(a) date or complete any blank spaces in this Agreement:

(b) complete and sign any documents or paperwriting as is necessary to stamp or register this Agreement.

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SCHEDULE 1
To the Caretaking Agreement

Caretaker's Duties

1. General Duties

The Manager has the following general duties: -

1.1 Supervise any agents, contractors or employees of the Body Corporate or the Manager engaged in gardening, cleaning, building maintenance or any other work upon the Property.

1.2 Use its best endeavours to see that the Property (other than the interior of lots) is kept in good order and repair and to protect the interests of the Body Corporate and the owners of lots.

1.3 Monitor the observance of the by-laws and rules (if any) of the Body Corporate by the owners and the occupiers (including their guests and licensees) for the time being of the lots in the Property.

1.4 At the request of the Body Corporate to advise the Body Corporate concerning the duties of the Manager and to provide such other advice which the Body Corporate requests relative to the management and care of the property.

1.5 Reside, or if the Manager is a corporation to ensure that the person perform in the duties of Manager pursuant to this Agreement resides, in the Manager's Unit.

1.6 Keep in its possession the master key or keys for the Common Property under the control of the Body Corporate and the lots in the Property so far as individual lot owners permit. Possession of those keys will be surrendered to no person other than a fully authorised representative of the Body Corporate or the individual lot owner concerned. The Manager will allow a lawfully authorised person in the course of his duties free access to any part of the Property as authorised at all reasonable times.

1.7 Report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where applicable.

1.8 Arrange maintenance contracts as required by the Body Corporate and ensure that any contracts are carried out in accordance with their terms.

1.9 Comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Manager in and about the administration and management of the Property and the performance by the Body Corporate of its lawful obligations and duties.

1.10 At all times ascertain and be aware of the general condition of the property and all machinery so that at all times the Manager is able to keep the Body Corporate informed.

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1.11 As far as the Manager is reasonably able and lawfully capable of so doing to keep order on the Property and take such precautions as it see fit to safeguard the whole of the Property against unlawful entry or accident.

1.12 With the aid of the plans issued to the Manager pursuant to this Agreement and (where necessary) inspection made by competent personnel the Manager will inform itself of the construction, location, character, plan and operation of the lighting, heating, plumbing, ventilation systems, fire safety and other mechanical equipment installed in the Property and will advise the Body Corporate generally on the condition there of from time to time and will recommend to the Body Corporate, should the Manager consider it necessary, any changes or modifications to be made.

1.13 Regularly inspect the fire fighting equipment installed within the Property, arrange for the inspection of such equipment by the chief fire officer at least once in every period of twelve (12) months and arrange for any maintenance or to the works necessary to keep the equipment in working condition in accordance with the relevant legislation.

1.14 Regularly inspect the electronic security and communication systems in the property arrange for maintenance or other works necessary to keep them in efficient working condition (if any).

1.15 Monitor operation of the security system, supervise allocation of access cards, supervise operation of visitor access and visitor intercom system, supervise carpark access and operation of any security card readers (if any).

1.16 Ensure that all common electrical apparatus including lighting is kept fully functional throughout the property and arrange for maintenance or other works necessary to keep all electrical equipment in working condition.

1.17 Clean all glass and windows on the Common Property (not including the external window surface of any lot) as may be required, where windows are not easily accessible the Manager will arrange for a professional window cleaner to perform the task at the cost of the Body Corporate.

1.18 Mow the lawns on the property and the adjacent footpath and maintain the gardens and shrubs to a high standard.

1.19 Ensure that all walkways, paved areas and access areas are hosed on a regular basis.

1.20 Clean and maintain the swimming pool and spa (if any) on a daily basis.

1.21 Ensure that the car parking arrangements on the Common Property are properly supervised.

1.22 Effect minor repairs and maintenance to the Common Property of such nature as not to require the services of a skilled tradesman.

1.23 Perform such other acts and things as are reasonably necessary and proper in the discharge of its duties under this agreement.

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1.24 Carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed in the conduct of the Property.

1.25 Observe the covenants of and carry out the obligations of the Body Corporate under any easements affecting the property as if the easements were part of the Property.

1.26 Generally, to the best of its ability manage the property and ensure that it is kept in first class order and repair and protect the interest in the Property of the Body Corporate and the owners of lots and in this respect to cause the Property, appurtenances and grounds and all plant and equipment to be properly maintained at all times.

2. Specific Duties

Without derogating form the generality of the Manager's duties above, the Manager will be responsible for the following duties: -

Office Availability

The Manager must be contactable either by telephone, mobile phone or pager during the hours set out below: -

Monday to Friday inclusive:	9.00 a.m. - 4.00 p.m.
Saturday	9.00 a.m. - 10.30 a.m.

Or for such other hours as the Manager and the Body Corporate may agree.

Other Specific Duties

CLEANING AND GROUNDS MAINTENANCE – DAILY ROUTINE

Gardens, Grounds and General Common Property

Clear surrounds of all leaves and rubbish. Water as required plants and shrubs not covered by automatic sprinkler. Check all access paths and clean and sweep where necessary. Check and monitor operation of automatic sprinkler system (if any).

Pool

Vacuum pool and spa and clean skimmer baskets. Check water level and clarity. Clean pool as required. Remove all floating and suspended matter from pool with skimmer nets, empty filter baskets in filter/ plant room. Check pools for chlorine and PH levels and adjust as necessary. Check that automatic chlorinators are working correctly (report when chlorine stock is low). Check pump and filter for normal operation and pressure. Backwash if necessary. NB – Pool is to be ready for use prior to 7.00 a.m. daily.

Barbecue Areas

Clean BBQ plates, tables and surrounds. Empty bins in BBQ area. Check that BBQ's in working order.

Footpaths and access Roads

Sweep area clean, remove all rubbish, papers etc.

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Refuse

Supervise garbage collection and after garbage collection and ensure that all bins are returned to the correct place within 24 hours of rubbish collection.

CLEANING AND GROUNDS MAINTENANCE – WEEKLY ROUTINE

Pool

Clean and replace filter pads (as necessary). Replace filter power (as necessary). Check pumps and motors for serviceability.

Gardens and Grounds

Sweep all pathways and hose clean. Hose clean and scrub where necessary all outdoor furniture to remove dirt stains. Cut grass and trim edges. Weeds lawns and gardens, as necessary.

N.B. Report any repair/ replacement requirements.

Car Parks

Check complete car park area. Pick up any rubbish lying about. Sweep all car park areas and wash when necessary.

Footpath/ Access Road

Hose down all footpaths and access roads. Remove all rubbish and leaves.

Refuse Storage Areas

Scrub out bulk bin and recycle bins with disinfectant/ cleanser. Scrub out refuse storage area with disinfectant/ cleaner. Thoroughly wash down and wipe clean all door surfaces with a disinfectant/ cleaner.

Fire Safety Equipment

Check fire hoses and extinguisher in accordance with requirements specified in the Australian Fire Safety regulations.

Light Globes

Check for correct and appropriate operation of light globes and replace globes when necessary.

CLEANING AND GROUNDS MAINTENANCE – MONTHLY ROUTINE

Gardens and Grounds

Trim plants and trees. Fertilise all lawns and gardens (seasonally). Check the condition of soil in gardens and planter boxes and replenish if necessary. Spray control chemicals to prevent damage to plants from insects/ pest/blights. Treat lawns seasonally for eradication of "Bindii", clover and other week growths. Replace sections of turf as necessary (damager by oils, wear, etc). Aerate all gardens with a garden fork or similar.

Car parks

Hose down all carpark areas. Degrease as necessary.

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Fire Safety Equipment

At intervals required by law – accompany service contractor during examinations and tests to ensure conformity with contractual obligations and fire safety regulations.

N.B records inspection details in separate inspection book.

Pumps /Motors etc

Check for correct operation of pumps, motors etc and check for signs of despair. Arrange and supervise serving and repairs accordingly.

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SCHEDULE 2
To the Caretaking Agreement

Remuneration

The Annual Fee means an annual sum calculated as follows:-

(1) For the first year of the Term: $25,200.00

(2) For the second (2nd) and each subsequent year of the Term:-

The Annual Fee will be the amount determined by making the following calculation:-

$$\frac{A}{B} \times C$$

Where:

A is the Index Number for the last quarter immediately preceding the year of the Term for which the remuneration is being calculated:

B is the Index Number for the last quarter immediately preceding the year of the Term last conducted;

C is the Annual Fee for the year of the term last concluded.

(3) The words "Index Number": means the Consumer Price Index (All Group) for Brisbane published from time to time by the Australian Statistician. If there is any suspension or discontinuance of the Consumer Price Index ("All Group") for Brisbane or its method of calculation is substantially altered then "Index Number" means the weighted average for Australia of weekly wage Rates: Adult Males: All not published at any relevant date by the Australian Statistician or the method of calculation is substantially altered then the "Index Number" means an index published at the date of this Agreement and at the date of any calculation which reflects fluctuations in the cost of living in Brisbane and which the parties may mutually agree upon and if they are unable to agree then an index as determined by the president of the time being of the Queensland Law Society incorporated whose decision will be binding and conclusive.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement.