



**COURTICE NEILSEN  
LAWYERS**

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PARTIES:

**BODY CORPORATE FOR CENTREPOINT COMMUNITY TITLES  
SCHEME 7779  
("Body Corporate")**

and

**RAMMEAD PTY LTD ACN 010 249 420  
("Manager")**

And

**NEVYL STUART BANKS and JOCELYN BARBARA BANKS  
("Guarantor")**

## **LETTING AGREEMENT**

Dated this 7th day of February, ~~2010~~ 2011

THIS AGREEMENT is made by way of Deed this 7th day of February ~~2010~~ 2011

**BETWEEN:** **BODY CORPORATE FOR CENTREPOINT COMMUNITY TITLES SCHEME 7779** a body corporate formed under the Body Corporate and Community Management Act 1997 ("the Act") of Strata Dynamics, Level 3, 345 Ann Street, Brisbane Qld 4000  
(**"the Body Corporate"**)

**AND:** **RAMMEAD PTY LTD ACN 010 249 420** of Unit 1, "Centrepoin", 69 Leichhardt Street, Spring Hill Qld 4000  
(**"the Letting Agent"**)

**AND:** **NEVYL STUART BANKS and JOCELYN BARBARA BANKS** of Unit 1 "Centrepoin", 69 Leichhardt Street, Spring Hill Qld 4000  
(**"the Guarantor"**)

#### **INTRODUCTION:**

- A.** The Body Corporate has the power to grant the right to conduct the Letting Business and to enter into an agreement for the provision of the Letting Services.
- B.** The Body Corporate will grant the Letting Agent the right to conduct the Letting Business, and the Letting Agent will provide the Letting Services.
- C.** The Letting Agent is a Letting Agent pursuant to section 17 of the Act.

#### **IT IS AGREED:-**

##### **1. DEFINITIONS**

- 1.1 In this Agreement except where inconsistent with the context words used which are defined in the Act will have the meaning so defined and the following terms will have the following meanings:-
- (a) "Associate" – if the Letting Agent is a company, its directors, substantial shareholders and its management staff, or if the Letting Agent is a partnership, the partners and management staff of the partnership;
  - (b) "Commencement Date" – 1 December, 2010;
  - (c) "Committee" – the committee of the Body Corporate elected or appointed under the Act;
  - (d) "Common Property" – the common property as defined by the Act and includes all property of the Body Corporate located on the common property, but does not include any Exclusive Area;
  - (e) "Complex" – the Lots and Common Property comprised in the Scheme and being the complex known as Centrepoin situated at 69 Leichhardt Street, Spring Hill, Queensland;
  - (f) "Controller" – the natural person or person who in the reasonable opinion of the Body Corporate hold effective control of the relevant company;
  - (g) "First Further Term" – 5 years commencing 1 December 2025 and ending 30 November 2030;
  - (h) "Letting Agent's Unit" – Lot 1 in the Scheme;

- (i) "Letting Business" –
  - (i) the Letting Agent Business pursuant to section 17 of the Act;
  - (ii) the letting of Lots for permanent and/or holiday lettings;
  - (iii) the sale of Lots;
  - (iv) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and the Owners;
  - (v) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Complex and/or which the Letting Agent wishes to provide, but only in relation to vending and games machines, with the prior written approval of the Body Corporate;
- (j) "Letting Services" – the services, duties and obligations of the Letting Agent in this Agreement;
- (k) "Lots" – lots in the Scheme;
- (l) "Nominee" – the person nominated by the Body Corporate under clause 17.1;
- (m) "Owners" – registered owners of Lots and includes mortgagees in possession;
- (n) "Scheme" – the Community Titles Scheme for the Complex and under which the Body Corporate was created;
- (o) "Second Further Term" 5 years commencing 1 December 2030 and ending 30 November 2035;
- (p) "Term" – 15 years from the Commencement Date, terminating on the Termination Date; and
- (q) "Termination Date: - 30 November 2025.

## **2. TERMINATION**

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

- (a) Words denoting any gender include all other genders.
- (b) Words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities 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 two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (e) Words expressing the singular include the plural and vice versa.
- (f) Headings are included for convenience only and do not affect the interpretation of this Agreement.

- (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 as amended supplemented or varied from time to time.
- (i) References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (j) Expressions cognate with expressions defined in clause 1 are to be construed accordingly.
- (k) References to dates and times are to Brisbane time.
- (l) References to "\$" and "dollars" are to Australian dollars.
- (m) Recitals to this Agreement are to be read as and form part of this Agreement.
- (n) References to writing include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.
- (o) References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.
- (p) References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions.
- (q) No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or any part of it.
- (r) Unless application is mandatory by law, any legislation present or future will not apply to this Agreement so as to abrogate, extinguish, impair, delay or otherwise prejudicially affect the exercise or enjoyment of any rights given or accruing to any party.

### **3. TERM**

- 3.1 The Body Corporate grants to the Letting Agent the right to conduct the Letting Business for the Term from the Commencement Date.
- 3.2
  - (a) If there is not, at the time the Letting Agent gives notice under this clause nor at the Termination Date, an outstanding breach of this Agreement by the Letting Agent entitling the Body Corporate to terminate it, the Letting Agent may by giving written notice to the Body Corporate between 12 months and 6 months prior to the Termination Date, extend or renew this Agreement or the term of it for the First Further Term, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause 3.2(a) which will be deleted;
  - (b) If there is not, at the time the Letting Agent gives notice under this clause nor at the Termination Date, an outstanding breach of this Agreement by the Letting Agent entitling the Body Corporate to terminate it, the Letting Agent may by giving written notice to the Body Corporate between 12 months and 6 months prior to the Termination Date, extend or renew this Agreement or the term of it for the Second

Further Term, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause 3.2(b) which will be deleted.

3.3 In consideration of the Body Corporate granting to the Letting Agent the right to carry on the Letting Business, the Letting Agent will provide the Letting Services.

#### **4. RIGHTS AND OBLIGATIONS OF THE LETTING AGENT**

4.1 The Letting Services may be carried out by the Letting Agent, its delegates or its employees.

4.2 The Letting Agent may conduct the Letting Business and will provide the Letting Services from the Letting Agent's Unit or from any other part of the Complex designated for use by the Letting Agent for that purpose.

4.3 The Letting Agent will –

- (a) provide the Letting Services for the Owners who require that service;
- (b) supervise the standard of tenants of all lettings handled by the Letting Agent and ensure no nuisance is created;
- (c) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;
- (d) maintain and staff the designated reception area during such hours as are reasonably necessary to properly provide the Letting Services for a minimum of 8am – 9am each day and 5.00pm – 6.00pm Monday to Friday, in all cases excluding Sundays and public holidays, and be available at all other reasonable times, and at all times be contactable by autodial telephone mounted outside the office area;
- (e) be entitled to erect or procure the erection of signs of an appropriate size, type and design in the Complex to promote and foster the Letting Business, in such locations as are appropriate to do so, and any new signage must be approved by the Committee, such approval to not be unreasonably withheld;
- (f) obtain all necessary permits, consents or licences required to provide the Letting Services;
- (g) act fairly and lawfully and not discriminate between Owners;
- (h) keep proper records and books of all tenancies; and
- (i) while the Guarantors are on holidays, only act by delegates previously approved by the Committee (which must not unreasonably delay or refuse approval).
- (j) Reside in the Letting Agent's Unit, or if the Letting Agent is a corporation, cause its nominee to reside in the Letting Agent's Unit.

4.4 All costs of the Letting Agent in running the Letting Business will be paid by the Letting Agent including all consents, licences, permits, signs and equipment, except those which under any agreement are payable by some other person.

4.5 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name "Centrepoint" or any part of it for the Term and the First Further Term and Second Further Term.

4.6 The Letting Agent acknowledges that the Owners may utilise the service of other agents or let or sell their Lots themselves, and subject to the Letting Agents obligations to owners and the Body Corporate, the Letting Agent must not interfere with these rights.

- 4.7 At all times during the Term of this Contract, the Letting Agent shall take out and maintain the following insurance –
- (a) Workers Compensation Insurance to the extent required by the laws of the State of Queensland;
  - (b) Public Liability Insurance to a value of \$5,000,000.00; and
  - (c) Professional Liability Insurance to a value of \$1,000,000.00.

4.8 Within 7 days after written request to do so, the Letting Agent must produce to the Body Corporate certificates of currency or other reasonable evidence of the existence and currency of that insurance.

## 5. OBLIGATIONS OF THE BODY CORPORATE

5.1 To the extent that it can lawfully so covenant, the Body Corporate will not –

- (a) itself conduct; nor
- (b) grant to any other person or entity any rights to conduct in the Complex;

a business the same or similar to the Letting Business, other than in relation to vending or games machines.

5.2 To the extent that it can lawfully so covenant, the Body Corporate will –

- (a) ensure that the Common Property is cleaned and maintained to the standard of a complex of the nature as the Complex;
- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Business.

## 6. REMUNERATION

6.1 The Letting Agent will not be paid any remuneration by the Body Corporate for conducting the Letting Business or providing the Letting Services.

6.2 The Letting Agent will negotiate commissions and charges with the Owners who require use of the Letting Business or the Letting Services.

## 7. INSTRUCTIONS

7.1 The Body Corporate must –

- (a) nominate one person to communicate with the Letting Agent on its behalf; and
- (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.

7.2 The Letting Agent must -

- (a) confer with the Nominee concerning the Letting Services; and
- (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

## **8. ASSIGNMENT AND DEALING**

- 8.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 8.2 The Body Corporate must –
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
  - (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 8.3 Before giving its consent to any proposed assignment without limiting any entitlement it has under the Act, or would have under the Act were this a caretaking agreement, the Body Corporate will be entitled to require –
- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Letting Services; and
  - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 8.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require –
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
  - (b) that the Letting Agent pay to the Body Corporate all legal costs and reasonable expenses incurred by it in giving its consent, within 14 days of presentation of a valid tax invoice;
  - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and
  - (d) that the assignee, or if it be a company then it or its Controller, or some person who has, in the Body Corporate's reasonable opinion, a sufficient degree of connection with the assignee, becomes the registered owner of the Letting Agent's Unit.
- 8.5 The Letting Agent must pay on demand all legal costs and reasonable expenses incurred by the Body Corporate in properly considering an application for consent to assignment that is refused.
- 8.6 If the Letting Agent wishes to mortgage, charge or encumber its interest in this Agreement, the Body Corporate –
- (a) will, prior to giving its consent, be entitled to require all documents and information that are reasonable, usual, appropriate and relevant to the Body Corporate granting its consent; and
  - (b) will, if it gives its consent, execute any deed or agreement required by the lender to the Letting Agent unless that deed or agreement unreasonably and substantially alters or interferes with the rights, duties and obligations of the Body Corporate under this Agreement or under the Act.

8.7 Subject to the Act, the Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in clause 8.4(b) or 8.5.

8.8 Where it is proposed that one or more of the natural persons that make up the Controller at any time are to cease to do so or are to be replaced, that will be regarded as an assignment requiring approval under this clause 8.

## **9. TERMINATION**

9.1 The Body Corporate may terminate this Agreement if the Letting Agent -

- (a) is convicted of an indictable offence;
- (b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Letting Services;
- (c) is in breach of this Agreement, and that breach continues at the end of 14 days after notice in writing delivered by the Body Corporate to the Letting Agent requiring that breach to be remedied;
- (d) if a company, becomes subject to any form of external administration referred to in the Corporations Act;
- (e) if an individual, is bankrupt or makes any assignment for the benefit of creditors or enters into any composition or scheme of arrangement.

9.2 This Agreement may be terminated by the Letting Agent at any time upon the Letting Agent giving the Body Corporate six months written notice of the termination.

## **10. NOTICES**

10.1 All notices and other communications between the parties may be sent by certified post with postage prepaid or by hand delivery to the party at the address shown in this Agreement or by facsimile transmission to the facsimile number of the party or to such other address or person as either party may specify by notice in writing to the other.

10.2 All such notices of communications will be deemed to have been duly given or made –

- (a) if by mail 2 business days after being deposited in the mail with postage prepaid;
- (b) if delivered by hand at the time of delivery; and
- (c) if sent by facsimile transmission, when the sender's transmission record indicates that the same was received without error.

## **11. LETTING AGENT'S UNIT**

11.1 The Letting Agent must, or if it is a company it or its Controller, or some person who has, in the Body Corporate's reasonable opinion, a sufficient degree of connection with the assignee, must own the Letting Agent's Unit.

11.2 If, under clause 11.1, the registered owner of the Letting Agent's Unit is some person or persons other than the Letting Agent, the Letting Agent must if requested by the Body Corporate procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Letting Agent) to be bound by the terms of this Agreement as far as they relate to the Letting Agent's Unit.



- 11.3 If the Body Corporate gives its consent under clause 8 to an assignment of the Letting Agent's interest in this Agreement or this Agreement is terminated under clause 9.2, the Letting Agent must procure that the other person who is owner does sell the Letting Agent's Unit so that upon such assignment and sale or termination, there will be compliance with clause 11.1.

## **12. COSTS**

- 12.1 Each party must pay their own costs in relation to the preparation and execution of this Agreement, however the Letting Agent will pay any stamp duty on it. This clause does not preclude the Body Corporate from making arrangements with any other entity for the payment of their costs in relation to this Agreement.

## **13. SEVERANCE**

- 13.1 If any provision of this Agreement is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, or to reduce the term of this Agreement, that provision is to be severed from the remainder of the provisions of this Agreement and will be deemed never to have been part of this Agreement. The remainder of the provisions of this Agreement will remain in full force and effect unless the basic purposes of this Agreement are defeated.

- 13.2 It is not the intention of the parties that the Letting Services or Letting Business should constitute the Letting Agent a "Body Corporate Manager" pursuant to section 15 of the Act. If the Letting Services or Letting Business in any way constitute the Letting Agent a Body Corporate Manager pursuant to the Act, then to the extent that any or all of the Letting Services or Letting Business constitute the Letting Agent a Body Corporate Manager, the Letting Services or Letting Business shall be read down or omitted so that the Letting Agent is not a Body Corporate Manager, provided that in all cases the Letting agent shall remain authorised to conduct a Letting Agent Business pursuant to the Act.

## **14. FURTHER ASSURANCE**

- 14.1 The parties agree and agree to procure every other person as required to sign all documents and otherwise do all such acts, matters and things as may be necessary or desirable to give full force and effect to this Agreement.

## **15. GOVERNING LAW**

- 15.1 This Agreement will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter of thing 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 him or her, he or she has not received any notice or information of the revocation of the power of attorney appointing him or her; and
  - (b) as an authorised officer, agent or trustee of any party, warrants to the other parties that at the date of execution by him or her, he or she has full authority to execute this Agreement in that capacity.

## **17. SURRENDER OF PREVIOUS AGREEMENT**

- 17.1 The parties acknowledge and agree that as and from the Commencement Date, any prior contract between the Body Corporate and Rammead Pty Ltd, to which the Letting Agent is a party ("the Prior Contract"), is surrendered and terminated.

- 17.2 The parties agree that the list of duties under this Agreement supersedes the duties under the Prior Contract, from the date of the assignment of the Prior Contract to the Letting Agent.

**18. OCCUPATION AUTHORITY**

- 18.1 In accordance with the Act and the applicable Regulation Module, the Body Corporate authorises the Letting Agent to have the exclusive use and occupation of that part of the Common Property identified on the plan or plans attached to this Agreement for the following purposes –

- (a) Storage area on Level A marked A on plan EX1
- (b) Storage area on Level D marked I on plan EX2
- (c) Office area on level D marked H on plan EX2
- (d) Signage area on Level D marked on plan EX2
- (e) Lockable storage area adjacent to the stairwell in the southern corner of basement 2 on Level B on plan EX1

and for all purposes necessary to enable the Letting Agent to conduct the Letting Business and provide the Letting Services.

**19. GUARANTEE**

- 19.1 In consideration of the Body Corporate, at the request of the Guarantor, entering into this Agreement with the Letting Agent, the Guarantor hereby agrees with the Body Corporate as follows -

- (a) The Guarantor guarantees –
  - (i) performance by the Letting Agent of its obligations under this Agreement; and
  - (ii) the payment of all loss and damage recoverable by the Body Corporate from the Letting Agent.
- (b) This Guarantee will be a continuing Guarantee and will not be affected or avoided in any way by –
  - (i) any agreement or arrangement made between the Body Corporate and the Letting Agent;
  - (ii) any alterations or variations to the rights and obligations of either the Body Corporate or the Letting Agent;
  - (iii) the granting of any time or other indulgence or forbearance by the Body Corporate to the Letting Agent or to the Guarantor;
  - (iv) the making of any composition with or waiver of any breach or default by the Letting Agent; or
  - (v) the neglect or forbearance of the Body Corporate to enforce the provisions of this Agreement or of this Guarantee;

it being the intention that this Guarantee be unconditional and absolute in any and all circumstances.

- (c) The obligations of the Letting Agent the performance of which are hereby guaranteed include any obligations arising during any extension or renewal of this Agreement for as long as Rammead Pty Ltd remains the Letting Agent.

- (d) The Body Corporate will be at liberty to regard the Guarantor in all respects as a principal debtor and will not be obliged to take action first against the Letting Agent.
- (e) The obligations of the Guarantor will not merge or be deemed to have merged in any judgment obtained by the Body Corporate against the Letting Agent.
- (f) In the event of any term of this Agreement not being enforceable against the Letting Agent as principal whether by reason of any legal limitation, disability or incapacity the Guarantor will be responsible under this Guarantee as though the Guarantor was solely or principally liable as the Letting Agent under the Agreement.
- (g) The Guarantor waives in favour of the Body Corporate, the Letting Agent and any other person any estate or assets so far as necessary to give effect to anything contained in this Guarantee.

19.2 As a separate and independent obligation and for the consideration referred to the Guarantor hereby agrees to indemnify the Body Corporate from all claims suffered or incurred by the Body Corporate by reason of the Letting Agent's default in observing or performing the Letting Agent's obligations under this Agreement and the preceding provisions of this clause will apply to this indemnity.

**20. BODY CORPORATE'S ADDITIONAL RIGHTS**

20.1 If the Letting Agent breaches this Agreement, and default is not rectified within 14 days after notice from the Body Corporate to the Letting Agent specifying the default and requiring that it be rectified then without limiting any of its other rights, the Body Corporate will have the right to take whatever corrective action it reasonably considers appropriate to remedy the breaches.

20.2 After complying with clause 20.1, any costs or expenses incurred by the Body Corporate as a result of or arising from any breach of this Agreement by the Letting Agent will be a debt due and payable to the Body Corporate on demand and may be recovered in any court of competent jurisdiction or may deduct such money from any money due to the Caretaker under the Caretaking Agreement.

**21. GENERAL**

21.1 This Agreement constitutes the entire agreement between the parties in relation to the matters dealt with by it and supersedes all prior representations, agreements, statements and understandings, oral or written, relating to the subject matter of it.

21.2 No variation of this Agreement will bind the Body Corporate and Caretaker unless in writing and signed by them.

**EXECUTED AS A DEED**

THE COMMON SEAL of THE BODY )  
 CORPORATE FOR CENTREPOINT )  
 COMMUNITY TITLES SCHEME 7779 )  
 Affixed pursuant to a resolution of the Body )  
 Corporate in the presence of two officers who )  
 Certify that they are the property officers of )  
 The Body Corporate to affix that seal )

Ian Holden  
 Name (block letters)

[Signature]  
[Signature]  
 KERRY THOMAS  
 Name (block letters)



EXECUTED BY **RAMMEAD PTY LTD**  
**ACN 010 249 420** in accordance with  
Section 127 of the Corporations Act with the  
authority of the \*Director/\*\*Sole Director and  
Secretary

)  
)  
)  
)  
)

\_\_\_\_\_  
Director/Sole Director

*Joelyn Banks*  
\_\_\_\_\_  
Director/Secretary

\* Delete if a sole director/secretary proprietary company  
\*\* Delete if not a sole director/secretary proprietary company

**SIGNED SEALED AND DELIVERED**  
by the said **NEVYL STUART BANKS** as  
Guarantor in the presence of:

)  
)  
)  
)  
)  
*Joelyn Banks*

Witness.....  
*Geoffrey Robert Neilson*

Name (block letters).....  
GEOFFREY ROBERT NEILSON

**SIGNED SEALED AND DELIVERED**  
by the said **JOCELYN BARBARA BANKS** as  
Guarantor in the presence of:

)  
)  
)  
)  
)

*Joelyn Banks*  
\_\_\_\_\_  
Director/Secretary

Witness.....  
*Geoffrey Robert Neilson*

Name (block letters).....  
GEOFFREY ROBERT NEILSON

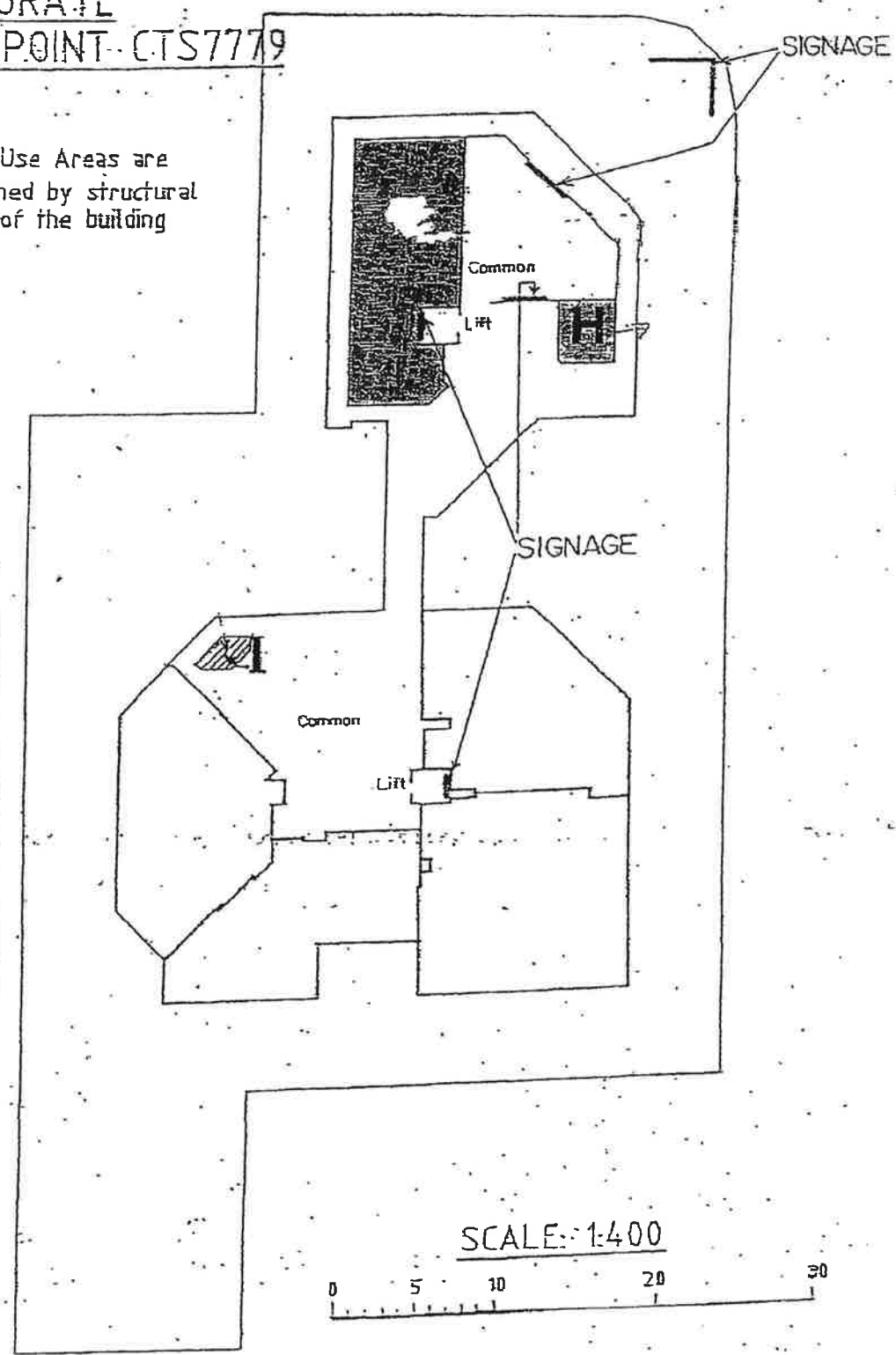
# EXCLUSIVE USE AREAS

## PLAN EX2

BODY CORPORATE  
FOR CENTREPOINT CTS7779

Exclusive Use Areas are fully defined by structural elements of the building

FLOORS	LEVELS
EIGHTH	L
SEVENTH	K
SIXTH	J
FIFTH	I
FOURTH	H
THIRD	G
SECOND	F
FIRST	E
GROUND	D
BASEMENT 1	C
BASEMENT 2	B
BASEMENT 3	A



SCALE: 1:400



LEVEL D (GROUND FLOOR)