

## Warren G. Catlin

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**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Friday, 2 August 2024 8:58 AM  
**Subject:** UP3802 - AGM Minutes 2024 - SYNERGY - 311 Flemington Road Franklin  
**Attachments:** UP3802 - AGM Minutes 2024 - complete.pdf

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of Annual General Meeting 2024**

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

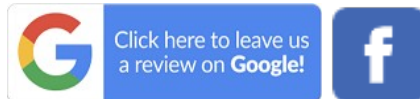
If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200



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**Strata Management**  
For the client experience you deserve!

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Gungahlin ACT 2912

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2 August 2024

To all Owners  
UP3802 – Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of Annual General Meeting 2024**

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

# MINUTES OF ANNUAL GENERAL MEETING 2024

## UNITS PLAN 3802 - SYNERGY

### 311 FLEMINGTON ROAD, FRANKLIN

**Held:** On Monday, 29 July 2024 at 12:00pm.

**Location:** Via teleconference.

**Present:** Ms R Bari (Unit 1), Mr W Catlin (Unit 5), Mr N Clark (Unit 6), Mr J Rojas (Unit 7), Mr T Sharma (Unit 9), Mr T Bishop (Unit 11), Mr M McKenzie (Unit 18), Ms R Bosworth (Unit 21), Mr G Ehsman (Unit 26), Mr A Schneider-Kennedy (Unit 66), Ms M Poulakis (Unit 97), Ms B Whelan and Mr N O'Brien (Unit 105), Mr J Vu (Unit 107), Ms L Holley (Unit 112) and Ms S Gureja (Unit 116)  
Ms G Newhouse and Mrs L Upton representing LMM Solutions Pty Ltd.

**Proxies:** None

**Absentees:** None

**Apologies:** Ms K Taylor (Unit 33) and Ms A Tamon (Unit 106).

**Chair:** Ms L Holley was elected chairperson for the meeting.  
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

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**MOTION 1:** It was resolved that the Owners Corporation of UP3802 confirm that they have reviewed each of the tabled items (as above). **CARRIED**

#### MINUTES

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**MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

**MOTION 3:** It was resolved that the Minutes of the previous General Meetings (dated 27 November 2023) be confirmed as a true and accurate record of the proceedings of the meetings. **CARRIED**

#### Matters arising from Minutes

None.

## INSURANCE

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Those present agreed that the current cover appeared adequate at this time.

*Secretarial note:* It was replayed to the owners present that the premium for the insurance is for 6 months only, this was due to the cladding that the insurer had requested for the complex to remove.

However as noted below the cladding does not now need to be removed, so hopefully this will mean that the complex may get a one-year insurance policy.

## INSURANCE VALUATION

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**MOTION 4:** It was resolved that the Owners Corporation of UP3802 authorise the Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation. **CARRIED**

## ACCEPTANCE OF FINANCIAL STATEMENTS

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**MOTION 5:** It was resolved that the Owners Corporation of UP3802 accept the financial statements as presented. **CARRIED**

Mr W Catlin abstained from the vote.

## AUDITING OF FINANCIAL RECORDS

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**MOTION 6a:** That the Owners Corporation of UP3802 delegate the acceptance of the Auditors Review of last year's financials to the Executive Committee with a copy of the report being distributed to all Owners within this financial year. **FAILED**

**MOTION 6b:** It was resolved that the Owners Corporation of UP3802 accept the Auditors review of the last years financials with a copy of the report being attached to the AGM minutes. **CARRIED**

Mr W Catlin abstained from the vote.

## SINKING FUND PLAN

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**MOTION 7:** It was resolved that the Owners Corporation of UP3802 agree to obtain an updated Sinking Fund Forecast Plan. **CARRIED**

## DEVELOPMENT CLADDING

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The Executive Committee consulted and obtained written confirmation from the ACT Government, Program Director|Private Buildings Cladding Scheme that the Synergy Apartment Complex was rated as low risk in regard to the decorative cladding (as per the Vortex fire report funded by the ACT Government) and a Performance Solution is appropriate for the building.

This assessment is in line with the advice from the Insurance Council of Australia and the Combustible Facade Materials Fire Risk and Identification and Reporting. Remedial action

undertaken has involved implementing a number of fire safety measures so that a Performance Solution has been achieved (which does not require removal of any the decorative cladding).

The insurer has accepted that the building is low risk and agreed to insure annually and does not require removal of the decorative cladding for insurance purposes (and does not affect the premium).

## **MAINTENANCE PLAN/SCHEDULE**

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**MOTION 8:** It was resolved that the Owners Corporation of UP3802 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

**Matters arising from the Maintenance Plan and building condition.**  
None.

## **ADJUSTMENT OF INTEREST RATE**

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**MOTION 9:** It was resolved that the Owners Corporation of UP3802 agree for the interest rate to be adjusted from 10% to 9% on monies owing to the Owners Corporation commencing from 01 August 2024. **CARRIED**

## **BUDGET DEBATE**

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### **Transfer between funds**

**MOTION 10:** It was resolved Owners Corporation of UP3802 agree to transfer \$150,000.00 from the Administrative Fund surplus to the Sinking Fund to support the upcoming works. **CARRIED**

### **Administrative Fund**

**MOTION 11:** It was resolved that the proposed Administrative Fund contribution of \$490,000.00 (excl. GST) and expenditure amount of \$639,821.91 (excl. GST) be adopted. **CARRIED**

### **Sinking Fund**

**MOTION 12:** It was resolved that proposed Sinking Fund contribution of \$124,931.00 (excl. GST) and expenditure amount of \$327,035.00 (excl. GST) be adopted. **CARRIED**

### **Administrative and Sinking Fund Levy Contribution**

**MOTION 13:** It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 June 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

|        | Payment periods  |                  | Payment due dates |
|--------|------------------|------------------|-------------------|
|        | FROM             | TO               |                   |
| Levy 1 | 1 June 2024      | 31 August 2024   | 15 August 2024    |
| Levy 2 | 1 September 2024 | 30 November 2024 | 1 November 2024   |
| Levy 3 | 1 December 2024  | 28 February 2025 | 1 February 2025   |
| Levy 4 | 1 March 2025     | 31 May 2025      | 1 May 2025        |

**CARRIED**

## STRATA MANAGEMENT AGENCY AGREEMENT

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- MOTION 14:** It was resolved that the Owners Corporation enter into the following arrangements:
- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
  - The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
  - The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
  - The delegation is subject to the conditions and limitations set out in the Agreement;
  - Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
  - Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**

*Secretarial note - the Management Agreement will be signed by two Committee members and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.*

## ELECTION OF COMMITTEE

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- MOTION 15:** It was resolved that the Owners Corporation of UP3802 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.
- CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

|             |               |          |             |
|-------------|---------------|----------|-------------|
| Chair -     | Ms L Holley   | Member - | Ms S Gureja |
| Secretary - | Ms R Bosworth | Member - | Ms R Bari   |
| Treasurer - | Mr N O'Brien  | Member - | Mr N Clark  |
|             |               | Member - | Mr T Sharma |

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [refer signed Strata Management Agreement – "Appointment and Delegation of the Agent].

## RULE AMENDMENTS AND ADDITIONS - Special Resolutions

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- MOTION 16:** It was resolved that Rule 1.4 of the Default Rules be amended.
- CARRIED**
- MOTION 17:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents.
- CARRIED**
- MOTION 18:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees.
- CARRIED**

**MOTION 19:** It was resolved that the Owners Corporation of UP3802 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Tiles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

#### **ALTERNATIVE RULES - Special Resolution**

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**MOTION 20:** It was resolved that the Owners Corporation of UP3802 authorise the Executive Committee to derive a set of Alternative Rules for the review of all Owners at the next General Meeting of the Owners Corporation. **CARRIED**

#### **GENERAL BUSINESS**

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##### **Cracking:**

Ms L Holley spoke to the cracking and subsidence of the building advising that Wise Choice has been reengaged to review the building. Wise Choice had originally undertaken a report back in 2016.

Stephen Wise noted he's disappointment that nothing had been done back in 2016 as the complex would have had some of works done under the builder's warranty.

The outgoing committee has engaged Wise Choice to tender the works for the complex and have engaged them to supervise the works, to make sure it is done to satisfaction and bring the complex back to original conditions, the wise choice report is attached to these minutes.

Mr N O'Brien also noted that the complex painting is about 5 years behind where it should be and is why there is some cracking.

##### **Plumbing:**

The outgoing committee have had quite a few plumbing works done around the complex which has alleviated a lot the major leaks, however a reminder to owners that a basement is considered a wet area and there will be instances where it will incur leaks.

##### **Minutes:**

It was noted that the minutes haven't been uploaded to the portal which is a communal place for owners to obtain the documents.

The manager apologised and admitted that she had overlooked uploading and will do this as soon as possible.

The meeting was recorded and should anyone wish to listen to the meeting please let the Strata Manager know.

**With no further business, the meeting closed at 12.57 pm.**

**Unit Titles (Management) Act 2011- Form 1**  
**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A - Details of reduced quorum decisions†**

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**A1 - The Owners Units Plan No:** 3802

**A2 - General Meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Monday, 29 July 2024.

*Tick applicable box, or both boxes if applicable:*

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 - Reduced quorum decisions**

*If there is insufficient space here, tick ☒ and attach details to the notice*  
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Monday, 29 July 2024.

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Tuesday, 30 July 2024.

Signed:



Title:

Senior Strata Manager



† In this notice, UTMA means the Unit Titles (Management) Act 2011.

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B - General information

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#### **B1 - What is a reduced quorum decision?**

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3). • If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

#### **B2 - When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

#### **B3 - How may reduced quorum decisions be disallowed?**

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

#### **B4 - How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

#### **B5 - How may reduced quorum decisions be revoked?**

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

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**Independent Auditor's Report  
To the Owners of Unit Plan 3802**

**Opinion**

We have audited the financial report of Unit Plan 3802 (the Plan), which comprises the balance sheet as at 31 January 2024, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Unit Plan 3802 as at 31 January 2024, and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011.

**Basis for Opinion**

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Plan in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (Including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

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

**Emphasis of Matter - Basis of Accounting**

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

**Responsibilities of the Owners Corporation for the Financial Report**

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.

Kelly Partners Assurance Services ABN 68 390 743 240

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## Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Plan to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Owners Corporation regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Kelly Partners Assurance Services



Joel Russell CA  
Client Director - North Sydney

Dated this 28<sup>th</sup> day of June 2024



KELLY+PARTNERS  
AUDIT



For the client experience you deserve!

LMM Solutions Pty Ltd Licensed Agent No 18402031  
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## Units Plan No. 3802

### BALANCE SHEET

AS AT 31 MAY 2024

|  | ACTUAL<br>31/05/2024        | ACTUAL<br>31/05/2023        |
|--|-----------------------------|-----------------------------|
| <b><u>OWNERS FUNDS</u></b>                   |                             |                             |
| Administrative Fund                          | 251,886.47                  | 123,382.03                  |
| Sinking Fund                                 | 449,443.95                  | 409,752.48                  |
| <b><u>TOTAL</u></b>                          | <b><u>\$ 701,330.42</u></b> | <b><u>\$ 533,134.51</u></b> |
| <b><u>THESE FUNDS ARE REPRESENTED BY</u></b> |                             |                             |
| <b><u>CURRENT ASSETS</u></b>                 |                             |                             |
| Cash At Bank                                 | 353,650.25                  | 529,480.31                  |
| Sf Term Deposit - Exp 231024                 | 75,000.00                   | 0.00                        |
| Sf Term Deposit - Exp 240724                 | 75,000.00                   | 0.00                        |
| Sf Term Deposit - Exp 240425                 | 75,000.00                   | 0.00                        |
| Sf Term Deposit - Exp 240225                 | 75,000.00                   | 0.00                        |
| Levies In Arrears                            | 50,808.37                   | 22,761.70                   |
| Other Arrears                                | 943.25                      | 8.52                        |
| <b><u>TOTAL ASSETS</u></b>                   | <b><u>705,401.87</u></b>    | <b><u>552,250.53</u></b>    |
| <b><u>LIABILITIES</u></b>                    |                             |                             |
| Gst Clearing Account                         | 1,889.54                    | 12,013.47                   |
| Gst Clearing Reconcile                       | (4,823.00)                  | 0.00                        |
| Creditors                                    | 0.00                        | 3,166.00                    |
| Levies In Advance                            | 7,004.91                    | 3,721.37                    |
| Other Payments In Advance                    | 0.00                        | 215.18                      |
| <b><u>TOTAL LIABILITIES</u></b>              | <b><u>4,071.45</u></b>      | <b><u>19,116.02</u></b>     |
| <b><u>NET ASSETS</u></b>                     | <b><u>\$ 701,330.42</u></b> | <b><u>\$ 533,134.51</u></b> |

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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 31 MAY 2024

|   | ACTUAL<br>01/06/23-31/05/24 | BUDGET<br>01/06/23-31/05/24 | VARIANCE<br>% | ACTUAL<br>01/06/22-31/05/23 |
|---|-----------------------------|-----------------------------|---------------|-----------------------------|
| <b><u>ADMINISTRATIVE FUND</u></b>       |                             |                             |               |                             |
| <b><u>INCOME</u></b>                    |                             |                             |               |                             |
| Levies - Administrative Fund            | 490,000.20                  | 490,000.00                  | 100.00        | 342,759.94                  |
| Discount - Admin Fund                   | 0.03                        | 0.00                        |               | 0.00                        |
| Other Levies                            | 1,804.93                    | 0.00                        |               | 0.00                        |
| Keys                                    | 149.99                      | 0.00                        |               | 62.73                       |
| Interest On Overdue Levies              | 220.59                      | 0.00                        |               | 394.61                      |
| <b>TOTAL ADMIN. FUND INCOME</b>         | <b>492,175.74</b>           | <b>490,000.00</b>           |               | <b>343,217.28</b>           |
| <b><u>EXPENDITURE - ADMIN. FUND</u></b> |                             |                             |               |                             |
| Accounting                              | 0.00                        | 0.00                        | 0.00          | 462.06                      |
| Accounting - Bas Preparation            | 772.72                      | 1,000.00                    | 77.27         | 225.00                      |
| Accounting - Tax Returns                | 227.27                      | 500.00                      | 45.45         | 95.00                       |
| Auditors - Audit Services               | 2,200.00                    | 2,200.00                    | 100.00        | 900.00                      |
| Bank Charges                            | 46.35                       | 500.00                      | 9.27          | 600.86                      |
| Bank Charges - Account Fees             | 10.00                       | 0.00                        |               | 0.00                        |
| Bank Charges - Stratapay Fees           | 489.65                      | 0.00                        |               | 0.00                        |
| Cleaning                                | 45,141.50                   | 48,000.00                   | 94.04         | 65,214.58                   |
| Cleaning - Carpark                      | 0.00                        | 2,000.00                    | 0.00          | 0.00                        |
| Cleaning - Carpets                      | 0.00                        | 1,300.00                    | 0.00          | 0.00                        |
| Cleaning - Garbage Area + Bins          | 1,500.00                    | 2,500.00                    | 60.00         | 0.00                        |
| Cleaning - Gutter                       | 0.00                        | 8,000.00                    | 0.00          | 0.00                        |
| Consultancy                             | 0.00                        | 30,000.00                   | 0.00          | 1,500.00                    |
| Facilities Management                   | 0.00                        | 22,000.00                   | 0.00          | 21,656.25                   |
| Fire Monitoring                         | 2,298.24                    | 2,000.00                    | 114.91        | 1,296.00                    |
| Fire Protection Contract                | 16,369.19                   | 8,000.00                    | 204.61        | 0.00                        |
| Fire Prcn-Repairs & Servicing           | 0.00                        | 0.00                        | 0.00          | 19,530.00                   |
| Garage Maintenance                      | 600.00                      | 0.00                        |               | 290.91                      |
| Garden & Grounds                        | 29,219.60                   | 30,000.00                   | 97.40         | 8,527.75                    |
| Garden & Grounds - Additional           | 2,218.70                    | 0.00                        |               | 0.00                        |
| Government Fees                         | 263.25                      | 0.00                        |               | 0.00                        |
| Insurance Repairs Under Excess          | 3,431.90                    | 0.00                        |               | 0.00                        |
| Insurance Payouts                       | 0.00                        | 4,000.00                    | 0.00          | 0.00                        |
| Insurance - Premium                     | 91,322.98                   | 80,000.00                   | 114.15        | 34,372.13                   |
| Internet                                | 363.57                      | 0.00                        |               | 0.00                        |
| Keys/Access                             | 1,746.09                    | 0.00                        |               | 0.00                        |
| Legal & Debt Collection Fee             | (925.00)                    | 0.00                        | 0.00          | 1,314.57                    |



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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 31 MAY 2024

|                                    | ACTUAL               | BUDGET               | VARIANCE | ACTUAL               |
|------------------------------------|----------------------|----------------------|----------|----------------------|
|                                    | 01/06/23-31/05/24    | 01/06/23-31/05/24    | %        | 01/06/22-31/05/23    |
| Management Fees                    | 52,418.15            | 48,437.00            | 108.22   | 33,673.84            |
| Management Fees - Additional       | 512.73               | 1,015.00             | 50.52    | 3,741.19             |
| Management Fees - Disbursement     | 0.00                 | 0.00                 | 0.00     | 10,075.21            |
| Miscellaneous                      | 598.91               | 587.00               | 102.03   | 744.49               |
| Pest Control                       | 1,032.27             | 0.00                 |          | 0.00                 |
| Plumbing & Drainage                | 3,179.68             | 0.00                 |          | 0.00                 |
| Prior Manager Adjustment           | (1.30)               | 8,723.06             | (0.01)   | (224.27)             |
| Reports                            | 6,125.00             | 2,500.00             | 245.00   | 0.00                 |
| Roundings & Adjustments            | 0.00                 | 0.00                 | 0.00     | (0.04)               |
| Rubbish Removal                    | 1,285.00             | 0.00                 |          | 0.00                 |
| Security                           | 2,953.14             | 1,000.00             | 295.31   | 1,073.68             |
| Signage                            | 2,434.09             | 0.00                 |          | 0.00                 |
| Telephone Charges                  | 0.00                 | 1,400.00             | 0.00     | 1,299.82             |
| Tree Lopping/Removal               | 145.00               | 0.00                 |          | 0.00                 |
| Utilities - Electricity            | 11,064.83            | 17,000.00            | 65.09    | 13,004.18            |
| Utilities - Waste Management       | 455.00               | 1,000.00             | 45.50    | 1,621.65             |
| Utilities - Water & Sewerage       | 23,544.39            | 38,000.00            | 61.96    | 34,395.04            |
| R&M - Building                     | 3,698.64             | 88,000.00            | 4.20     | 11,778.59            |
| R&M - Carpark Ventilation          | 2,150.00             | 1,500.00             | 143.33   | 0.00                 |
| R&M - Electrical                   | 2,157.00             | 10,000.00            | 21.57    | 12,535.43            |
| R&M - Garage                       | 300.00               | 2,000.00             | 15.00    | 290.91               |
| R&M - General                      | 275.00               | 0.00                 |          | 0.00                 |
| R&M - Hws                          | 6,813.80             | 0.00                 |          | 0.00                 |
| R&M - Intercom                     | 580.00               | 0.00                 |          | 0.00                 |
| R&M - Locks & Access               | 4,029.61             | 0.00                 |          | 604.55               |
| R&M - Plumbing & Drainage          | 32,852.29            | 15,337.94            | 214.19   | 21,254.20            |
| R&M - Pool & Spa                   | 4,450.38             | 6,500.00             | 68.47    | 4,981.44             |
| R&M - Roof                         | 2,671.68             | 3,000.00             | 89.06    | 0.00                 |
| R&M - Security                     | 250.00               | 2,000.00             | 12.50    | 0.00                 |
| R&M - Tiling                       | 400.00               | 0.00                 |          | 0.00                 |
| <b>TOTAL ADMIN. EXPENDITURE</b>    | <b>363,671.30</b>    | <b>490,000.00</b>    |          | <b>306,835.02</b>    |
| <b>SURPLUS / DEFICIT</b>           | <b>\$ 128,504.44</b> | <b>\$ 0.00</b>       |          | <b>\$ 36,382.26</b>  |
| Opening Admin. Balance             | 123,382.03           | 123,382.03           | 100.00   | 86,999.77            |
| <b>ADMINISTRATIVE FUND BALANCE</b> | <b>\$ 251,886.47</b> | <b>\$ 123,382.03</b> |          | <b>\$ 123,382.03</b> |

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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 31 MAY 2024

|  | ACTUAL<br>01/06/23-31/05/24 | BUDGET<br>01/06/23-31/05/24 | VARIANCE<br>% | ACTUAL<br>01/06/22-31/05/23 |
|--|-----------------------------|-----------------------------|---------------|-----------------------------|
| <b><u>SINKING FUND</u></b>                 |                             |                             |               |                             |
| <b><u>INCOME</u></b>                       |                             |                             |               |                             |
| Levies - Sinking Fund                      | 124,931.36                  | 124,931.00                  | 100.00        | 120,410.20                  |
| Discount - Sinking Fund                    | (0.02)                      | 0.00                        | 0.00          | 0.00                        |
| Interest On Investments                    | 1,112.05                    | 0.00                        |               | 946.12                      |
| Interest On Overdue Levies                 | 89.08                       | 0.00                        |               | 285.13                      |
| <b><u>TOTAL SINKING FUND INCOME</u></b>    | <b>126,132.47</b>           | <b>124,931.00</b>           |               | <b>121,641.45</b>           |
| <b><u>EXPENDITURE - SINKING FUND</u></b>   |                             |                             |               |                             |
| Sf - Building Repairs                      | 0.00                        | 4,991.80                    | 0.00          | 0.00                        |
| Sf - Driveway                              | 6,960.00                    | 0.00                        |               | 0.00                        |
| Sf - Electrical                            | 0.00                        | 3,825.45                    | 0.00          | 0.00                        |
| Sf - Equipment                             | 0.00                        | 33,184.55                   | 0.00          | 0.00                        |
| Sf - Fire Upgrades                         | 32,985.00                   | 0.00                        |               | 0.00                        |
| Sf - Garage                                | 0.00                        | 1,530.00                    | 0.00          | 0.00                        |
| Sf - Garden Upgrades                       | 0.00                        | 0.00                        | 0.00          | 2,290.45                    |
| Sf - General Replacements                  | 0.00                        | 40,806.40                   | 0.00          | 0.00                        |
| Sf - Painting & Surface Finish             | 0.00                        | 14,930.90                   | 0.00          | 0.00                        |
| Sf - Prior Manager Adjustment              | 70.30                       | 882.80                      | 7.96          | 0.00                        |
| Sf - Plant & Equipment                     | 7,260.00                    | 0.00                        |               | 0.00                        |
| Sf - Plumbing & Drainage                   | 39,165.70                   | 0.00                        |               | 0.00                        |
| Sf - Pool                                  | 0.00                        | 6,023.20                    | 0.00          | 0.00                        |
| Sf - Roof                                  | 0.00                        | 13,910.90                   | 0.00          | 0.00                        |
| Sf - Security & Access                     | 0.00                        | 6,723.65                    | 0.00          | 0.00                        |
| <b><u>TOTAL SINK. FUND EXPENDITURE</u></b> | <b>86,441.00</b>            | <b>126,809.65</b>           |               | <b>2,290.45</b>             |
| <b><u>SURPLUS / DEFICIT</u></b>            | <b><u>\$ 39,691.47</u></b>  | <b><u>\$ (1,878.65)</u></b> |               | <b><u>\$ 119,351.00</u></b> |
| Opening Sinking Fund Balance               | 409,752.48                  | 409,752.48                  | 100.00        | 290,401.48                  |
| <b><u>SINKING FUND BALANCE</u></b>         | <b><u>\$ 449,443.95</u></b> | <b><u>\$ 407,873.83</u></b> |               | <b><u>\$ 409,752.48</u></b> |

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## Units Plan No. 3802

### LOT BALANCE REPORT

31 May 2024

| <u>Lot No</u> | <u>Unit No</u> | <u>Administrative Fund</u> | <u>Sinking Fund</u> | <u>Other</u>    | <u>Total</u>       |
|---------------|----------------|----------------------------|---------------------|-----------------|--------------------|
| 4             | 4              | -1,275.12                  | 0.00                | 0.00            | -1,275.12          |
| 5             | 5              | -100.00                    | 0.00                | 0.00            | -100.00            |
| 6             | 6              | -1,724.88                  | 0.00                | 0.00            | -1,724.88          |
| 7             | 7              | 2,236.89                   | 350.43              | 0.00            | 2,587.32           |
| 10            | 10             | 5,497.80                   | 1,401.72            | 242.00          | 7,141.52           |
| 20            | 20             | 1,374.45                   | 350.43              | 0.00            | 1,724.88           |
| 29            | 29             | 88.00                      | 0.00                | 33.00           | 121.00             |
| 33            | 33             | -29.16                     | 0.00                | 0.00            | -29.16             |
| 37            | 37             | 1,064.52                   | 271.41              | 33.00           | 1,368.93           |
| 41            | 41             | 0.48                       | 0.00                | 0.00            | 0.48               |
| 44            | 44             | 997.15                     | 254.23              | 0.00            | 1,251.38           |
| 46            | 46             | 1,723.56                   | 298.90              | 0.00            | 2,022.46           |
| 50            | 50             | -1,319.03                  | 0.00                | 0.00            | -1,319.03          |
| 54            | 54             | 969.88                     | 247.36              | 0.00            | 1,217.24           |
| 57            | 57             | 2,102.10                   | 535.96              | 33.00           | 2,671.06           |
| 59            | 59             | -1,217.56                  | 0.00                | 0.00            | -1,217.56          |
| 62            | 62             | 1,051.05                   | 267.98              | 0.00            | 1,319.03           |
| 73            | 73             | 342.53                     | 0.00                | 0.00            | 342.53             |
| 78            | 78             | 2,175.31                   | 752.40              | 176.00          | 3,103.71           |
| 79            | 79             | -0.97                      | 0.00                | 0.00            | -0.97              |
| 81            | 81             | 1,051.05                   | 267.98              | 0.00            | 1,319.03           |
| 82            | 82             | 1,870.08                   | 267.98              | 121.00          | 2,259.06           |
| 89            | 89             | 1,010.63                   | 257.67              | 33.00           | 1,301.30           |
| 91            | 91             | -1.69                      | 0.00                | 0.00            | -1.69              |
| 93            | 93             | 1,051.05                   | 267.98              | 0.00            | 1,319.03           |
| 95            | 95             | 2,636.22                   | 604.66              | 0.00            | 3,240.88           |
| 97            | 97             | -17.47                     | 0.00                | 0.00            | -17.47             |
| 107           | 107            | 1,507.04                   | 316.08              | 0.00            | 1,823.12           |
| 108           | 108            | 1,055.23                   | 271.41              | 0.00            | 1,326.64           |
| 111           | 111            | -1,319.03                  | 0.00                | 0.00            | -1,319.03          |
| 113           | 113            | 1,064.52                   | 271.41              | 30.25           | 1,366.18           |
| 115           | 115            | 2,048.20                   | 522.22              | 121.00          | 2,691.42           |
| 117           | 117            | 4,184.43                   | 803.94              | 0.00            | 4,988.37           |
| 119           | 119            | 4,138.41                   | 985.64              | 121.00          | 5,245.05           |
| <b>Total</b>  |                | <b>\$34,235.67</b>         | <b>\$9,567.79</b>   | <b>\$943.25</b> | <b>\$44,746.71</b> |

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**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE  
YEAR ENDED 31<sup>st</sup> JANUARY 2024**

**NOTE 1 - ACCOUNTING POLICY**

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Units Plan to enable compliance with the requirement of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011 as amended, to prepare financial statements.

As the Units Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with all Accounting Standards and other mandatory professional reporting requirements. Accordingly, no such standards or other mandatory professional reporting requirements have been applied, except otherwise stated.

The accounts have been prepared in accordance with conventional historical cost principles, together with the basic concepts of a going concern. The accounts have not been adjusted for changes in the general purchasing power of the dollar and for changes in the price of specific assets.

**NOTE 2 - ACCOUNTING FOR INCOME AND EXPENSES**

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

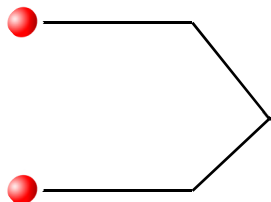
**NOTE 3 - LEVIES IN ARREARS / ADVANCE**

The item(s) shown as Levies in Arrears and/or Levies in Advance in the Balance Sheet represent the position of all Levies in arrears or advance at the balance date. Individual balances are as per the attached arrears report.

**NOTE 4 – INCOME TAX**

Assessable income such as interest, dividends and other income derived by the Plan from the investment of funds or derived from other personal property as defined in Taxation Ruling TR 2015/3, is taxable at the prevailing company tax rate. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by Taxation Ruling TR 2015/3. Individual owners should seek their own independent taxation advice.





# Wise Choice

## Project Services

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ABN 69 015 529 799

The Owners UP3802  
C/- LMM Solutions  
PO Box 884  
Gungahlin ACT 2912

18 April 2024

Attention: Georgina Newhouse

Dear Georgina,

### **UP 3802 – Synergy Apartments, Flemington Road Building Re-Inspection Overview**

We attach the report and additional photographs of the reinspection of the above complex conducted on 20 March

The inspection was a visual, non-invasive review of the external areas of the building, the internal common corridors, the basement car park, and all of the central courtyard facilities to assess the status of previously listed items, and to ascertain if there were any new items requiring attention. New items are listed at the bottom of the existing report, with new photographs in a separate document to the prior photographs.

It is fair to say that not much of what was on the original list has been actioned. It is unclear as to whether this was due to Milin builders not responding appropriately, which is unusual, or a lack of management by the previous strata manager. Either way, I would encourage dialogue with Milin to see what they are prepared to action from the list. The owners need to understand that the statutory warranty period for the complex has expired, meaning that Milin are no longer obliged to carry out any rectification work to newly listed items, however previously listed items were listed within that period of time.

Should you require any further information or clarification on any issue, please feel free to contact me.

Yours faithfully

Stephen Wise

| Item No                       | Level    | Area          | Issue Identified  | Photo No | 20/03/24 Status                | 20/03/24 Comment   |
|-------------------------------|----------|---------------|---|----------|--------------------------------|--|
| <b>Observations</b>           |          |               |   |          |                                |  |
| i                             | Basement |               | A storm water re-use system is installed in the car park. Regular servicing of the system will be required to ensure a satisfactory service life is achieved.   |          | N/A                            |  |
| ii                            | Basement |               | Numerous sump pumps are installed in the basement - these will need to be checked for satisfactory operation on a regular basis.  |          | N/A                            |  |
| iii                           | Basement |               | There is a car park exhaust system installed in the car park, which requires regular servicing.   |          | N/A                            |  |
| iv                            | All      | Fire services | All fire equipment tags inspected had in date inspection stamps.  |          | N/A                            |  |
| <b>Consistent Items found</b> |          |               |   |          |                                |  |
| A                             | Basement |               | Numerous zincalume safe trays have been installed underneath leaks coming through the slab soffit. There are 2 issues with this:<br>1) The safe trays do not solve the problem, they just deal with the water. Rectifying the cause of the leaks above is a preferable approach.<br>2) Zincalume metal gets aggressively attacked by the alkali nature of water that leaks through concrete meaning that the life expectancy of such installations is short - 3 to 7 years depending on flow.<br>Trays should be used as a last resort, and if required be constructed from stainless steel or as a lower preference, colourbond material |          | More trays have been installed | All trays observed to have been installed are zincalume    |
| B                             | Basement |               | There are numerous locations in the basement where there is spalling evident to the concrete beam above the central line of storage cages. This is not generally considered to be a structural issue, however the loose concrete should be removed to reduce the risk of it falling and damaging something or someone.  | 1        |                                | Most of the spalling has either fallen off or been removed |
| C                             | External | Gardens       | Topsoil levels have generally dropped all around the development and within garden boxes. This indicates a lack of compaction during construction. Soil levels should be topped up and garden beds re-mulched.  |          | Some have been topped up       | Works likely done by complex gardeners                     |
| D                             | External | Render        | Numerous areas of render have cracked and in some areas, minor spalling is occurring. These areas should be patched properly prior to any repainting.   | 2 & 3    | No change                      |  |
| E                             | External | Render        | Movement grooves cut into the render are regularly incorrectly located nor deep enough, which causes cracking to occur. Relief joints should be cut into the correct locations, and at least 4mm deep prior to any repainting program.  | 4        | No change                      |  |

| Item No         | Level             | Area  | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                      |
|-----------------|-------------------|---|--|----------|-----------------|---|
| F               | External          | Metal capping                                       | In numerous locations the metal capping at the top of the rendered walls is pulling away and leaving gaps through which water and vermin could enter. These cappings should be refixed down.   | 5        | No change       |   |
| G               | External          | Sealant   | The junctions between dissimilar materials such as rendered walls and wall cladding need to be resealed with polyurethane sealant to prevent water and vermin ingress.   |          | No change       |   |
| H               | Internal          | Apartment entry doors                               | The gap under these doors regularly exceeds the allowable 10mm for a fire rated door set. This issue should be referred to the company that inspects the doors.  | 6        | No change       | This is now really a maintenance contractor question  |
| I               | Central courtyard | Walkways  | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, up to 2mm of water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended. | 7 & 8    | No change       | Rust considered to have worsened                      |
| J               | L2                | Window walls at external concrete awning & cladding | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside.  | 9        | No change       |   |
| <b>Basement</b> |                   |   |  |          |                 |   |
| 1               | Basement          | Car space 20  | Leak evident above nose end of car space   | 10       | Not actioned    | She bolt holes seem to be the source.                 |
| 2               | Basement          | Car space 18  | Leak evident around storm water & copper pipe. A zincalume catch tray has been installed to catch this, however the source of the leak above should be rectified   |          | Not actioned    | Copper pipe is corroding.                             |
| 3               | Basement          | Aisle behind car space 14                           | Leak evident through insulation under slab   | 11       | Complete        |   |
| 4               | Basement          | Aisle - behind car space 12                         | The concrete slab is cracked and spalled at a joint in the floor. Loose concrete should be removed, repaired and the open joint sealed with polyurethane sealant.  | 12       | Complete        | Cover has been installed, but joint should be sealed. |
| 5               | Basement          | Storage cage 63                                     | Leak evident around storm water pipe. Should be repaired from above.   | 13       | Complete        | Zinc tray installed.                                  |
| 6               | Basement          | Car space 8   | Leak evident around storm water & copper pipe. The source of the leak above should be rectified  | 14       | Complete        | Zinc tray installed.                                  |

| Item No | Level    | Area                            | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment   |
|---------|----------|---------------------------------|--|----------|-----------------|--|
| 7       | Basement | Car space 1                     | Leak evident through conduit adjacent to jet fan installed below slab - source of leak should be rectified   | 15       | Complete        |  |
| 8       | Basement | Aisle behind car space 1        | Leak evident through conduit/slab - source of leak should be rectified   |          | Complete        |  |
| 9       | Basement | Adjacent car space 3            | The concrete slab is cracked and spalled at joint. The open joint should be cleaned and sealed with polyurethane sealant.  | 16       | Complete        |  |
| 10      | Basement | Car space 3 (E)                 | A leak is evident through an electrical junction box above this car space. The source of the leak should be sourced and repaired.  |          | Complete        | Zinc tray installed.   |
| 11      | Basement | Storage cages 2, 4, 5, 105 & 32 | Concrete spalling to the beam above these cages has resulted in chunks of concrete falling into the cages & drainage tray - these should be cleaned out & any loose concrete removed.  |          | Complete        |  |
| 12      | Basement | Above storage cage 6            | A significant leak is evident through a redundant pipe penetration. The source of the leak should be repaired from above.  | 17       | Not actioned    |  |
| 13      | Basement | Car space 5                     | Leak evident through electrical junction box - source of leak should be rectified  |          | Complete        |  |
| 14      | Basement | Between car spaces 2 & 11       | The open floor joint in the aisle and adjacent to these 2 car spaces should be cleaned out and sealed with polyurethane sealant.   |          | Not actioned    | Water drains into joint in floor from leaks above.                             |
| 15      | Basement | Car space 11 & 70               | The drainage catch tray drains onto the floor adjacent to these 2 car spaces, meaning water runs across the floor to the in ground drainage any time it rains. The outlets could be re-routed into the major catch tray that runs through the storage cages. | 18       | Not actioned    | Leaks badly.   |
| 16      | Basement | Between car spaces 70 & 75      | A major leak is evident through the slab soffit at the building joint. The joint above should be cleaned out and sealed with polyurethane sealant at the car park level.   | 19       | Complete        | Zinc tray installed.   |
| 17      | Basement | Car space 19                    | Leaks are evident through the storm water pipe and pipe support bracket at the end of this car space. The source of the leak should be repaired from above.  | 20       | Not actioned    | Still leaking.   |
| 18      | Basement | Car space 20                    | A major leak is evident through the storm water pipe above this space - car damage has resulted. The source of the leak should be repaired from above.   | 21 & 22  | Not actioned    | Reference to space appears incorrect, as there is no pipework above this space |

| Item No         | Level             | Area                      | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                         |
|-----------------|-------------------|---------------------------|---|----------|-----------------|--|
| 19              | Basement          | Car space 21 & 39         | Multiple leaks are evident through the car park exhaust duct above this car space. The source of water ingress into this duct should be rectified.  |          | Not actioned    |  |
| 20              | Basement          | Car space 42              | Leaks are evident through the storm water pipe at the aisle end of this car space. The source of the leak should be repaired from above.  | 23       | Complete        |  |
| 21              | Basement          | Fire hydrant penetrations | The fire hydrant penetrations in the aisle opposite car spaces 30 & 104 have significant leaks, which have been addressed by installing safe trays underneath. In the case of the one installed adjacent space 30, the resulting drainage line reduces the minimum car park height clearance, and will be subject to damage. The source of the leaks should be repaired from above. | 24       | Not actioned    |  |
| 22              | Basement          | North east end            | The key to the door at this end of the car park does not open the door - the key free turns but does not operate the lock.  |          | Complete        |  |
| 23              | Basement          | Car park                  | One sump pump in the car park was not connected to any power (confirm, but in the mid point of the aisle on the south side of the car park)   |          | Uncertain       | Couldn't locate                          |
| 24              | Basement          | Roller door controls      | It was noted that the roller door control box was damaged from some past break-in to the electrical controls. Damaged locks should be replaced.   |          | Complete        |  |
| <b>External</b> |                   |                           |   |          |                 |  |
| 25              | Central courtyard | BBQ area roofs            | The gutters to these roofs have no visible means of drainage (downpipes). Downpipe outlets should be installed  |          | Not actioned    |  |
| 26              | Central courtyard | East BBQ area             | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure. Approximately 15% of the tiles were identified as drummy.  | 25       | Not actioned    | Drummy areas considered to have worsened |
| 27              | Central courtyard | East BBQ area             | The sealant installed in the tile joints is too thin and is failing.  | 26       | Not actioned    |  |

| Item No | Level             | Area                    | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                   |
|---------|-------------------|-------------------------|--|----------|-----------------|--|
| 28      | Central courtyard | East BBQ area           | The tiling installed at the south east end has a change in level that creates a trip hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.   |          | Not actioned    |  |
| 29      | Central courtyard | East BBQ area           | The soil levels to the raised garden bed have dropped by up to 200mm due to a lack of compaction during construction. This exposes the waterproofing membrane installed to sun light, and will likely cause early failure of the membrane, as it is unlikely to be UV stable. Soil levels should be topped up. | 27       | Complete        | Work likely done by maintenance gardener           |
| 30      | Central courtyard | East BBQ area           | Paint failure is evident to the top of the wall adjacent to the small stair on the south side of the BBQ area.   | 28       | Not actioned    |  |
| 31      | Central courtyard | East BBQ area           | Concrete is spalling between the path and wall. Remove loose concrete and seal with polyurethane sealant.  | 29       | Not actioned    | Not sealed.  |
| 32      | Basement          | SE car park entry       | Leak evident above door causing rust to the frame - the source of the leak should be identified and repaired   | 30       | Not actioned    | Still leaks, deflection angle installed.           |
| 33      | Central courtyard | Car spaces 34, 39,42    | Water ponds in car park adjacent these spaces - drains are not at the low point in the slab. This would be hard to rectify, however the ponding is a falls risk during periods of frost, when the water may freeze.  |          | Not actioned    |  |
| 34      | Central courtyard | Garden bed              | The garden bed in front of car spaces 42 & visitor leaks. Repair of the leak would not be considered to be urgent  | 31       | Not actioned    | Heavy calcification evident.                       |
| 35      | Central courtyard | East side adj rear gate | Render is cracked in this area. Repairs should be effected prior to any repaint  | 32       | Not actioned    |  |
| 36      | Central car park  | Concrete slab           | Sealant to the car park slab has failed and should be replaced - this is a source of leaks into the car park.  | 33       | Complete        | Recently replaced by EC, though not well executed. |
| 37      | Central courtyard | Townhouse unit          | Render is cracked in west wall of the rear courtyard and over entry to unit 8. These should be repaired prior to any repaint of the facility.  |          | Not actioned    |  |

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|---------|-------------------|----------------------------|---|----------|--------------------|---|
| 38      | Central courtyard | Gates off Henry Kendall St | Both gates on the south side can be opened without a key as the gaps between the post and the gate is excessive.  |          | Complete           | New electric locks installed. East gate stuck open. |
| 39      | Central courtyard | Gate to west laneway       | The key provided did not open this gate   |          | Complete           | Now electronic                                      |
| 40      | Central courtyard | South west basement exit   | The paint finish to this area is particularly poor & will need refurbishing   |          | Not actioned       |   |
| 41      | Central courtyard | Walkways                   | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended. | 7 & 8    | Not actioned       |   |
| 42      | Central courtyard | West BBQ area              | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure - water was leaching out through the tile joints at the time of inspection. Approximately 20% of the tiles were identified as drummy.                             | 34       | Not actioned       | No action, tiles have popped.                       |
| 43      | Central courtyard | West BBQ area              | The sealant installed in the tile joints is too thin and is failing.  |          | Not actioned       |   |
| 44      | Central courtyard | West BBQ area              | Water ponds at the NW wall projection   |          | Not actioned       |   |
| 45      | Central courtyard | West BBQ area              | The tiling installed at the south east end has a change in level that creates a trip hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.  |          | Partially actioned | Rail installed.                                     |
| 46      | Central courtyard | West BBQ area              | Concrete path is cracked and spalling, leaking into basement. The cracks should be cleaned out & widened then sealed with polyurethane sealant.   | 35       | Not actioned       |   |
| 47      | Central courtyard | NW basement exit area      | Render is cracked and spalling off. This should be repaired prior to any repaint.   |          | Not actioned       |   |
| 48      | Pool area         | Awning                     | The walkway awning leaks- refer item U above  |          | Not actioned       |   |
| 49      | Pool area         | Plant enclosure roof       | The downpipe from the roof does not drain anywhere - which would lead to flooding across the footpath in this area  | 36       | Not actioned       |   |

| Item No            | Level                 | Area                           | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                   |
|--------------------|-----------------------|--------------------------------|--|----------|-----------------|------------------------------------|
| 50                 | Pool area             | NW & SE Corners                | The slab to the perimeter of the pool has dropped, causing the tiles to loosen and pull away. The tiles should be re-bedded and stuck down.  | 37       | Not actioned    | Loose and drummy tiles evident.    |
| 51                 | Pool area             | Tiled perimeter                | Approximately 10% of the tiles were identified as being drummy, with some grout pump evident indicating water entry underneath the tiles.  |          | Not actioned    |                                    |
| 52                 | Pool area             | Toilet                         | The gap between the wall cladding and the rendered wall should be sealed.  | 38       | Not actioned    |                                    |
| 53                 | Pool area             | Plant enclosure                | The door to the plant area binds and is delaminating. Unless this is repaired promptly, the door will fail.  |          | Not actioned    |                                    |
| 54                 | Central courtyard     | Garbage enclosure              | Repair crack in west wall prior to any repainting program.   |          | Not actioned    |                                    |
| 55                 | Central courtyard     | Garbage enclosure              | The top and bottom of the door is not painted - which will lead to swelling and failure of the door. These edges should be primed & painted  |          | Not actioned    | Bottom of the door is now failing. |
| 56                 | Central courtyard     | Covered awning                 | Numerous leaks were noted through the underside of this structure - mainly at the gutter line. The source of these leaks should be investigated and repaired.  |          | Complete        | Leaks not evident.                 |
| 57                 | Central courtyard     | Covered awning                 | The roof capping on the south side is detaching and should be refixed before it blows off and causes damage to people or property.   |          | Not actioned    |                                    |
| 58                 | Ground car park entry | Garden walls                   | The rendered wall at the garden near the gate is cracked and the render is loose. These cracks and loose render should be repaired prior to any repainting program.  | 39       | Not actioned    |                                    |
| 59                 | Ground car park entry | Driveway slab joints           | The major joints in the driveway slab should be cleaned out and sealed with polyurethane sealant.  |          | Not actioned    |                                    |
| 60                 | Ground car park entry | Raised garden bed on east side | Timber is evident contacting the ground below the rendered wall cladding. This will rot and cause early failure of the wall cladding. Cut off timbers, and install a barrier between the soil level (which needs to be raised) and the face of the wall cladding to keep soil away from the framing timbers. | 40       | Not actioned    | Mulch level just raised.           |
| 61                 | Ground car park entry | Letterboxes                    | The key to letter box no 27 is reported as not fitting the lock.   |          | Unknown         |                                    |
| <b>Unit Blocks</b> |                       |                                |  |          |                 |                                    |
| 62                 | <b>Townhouses</b>     |                                |  |          |                 |                                    |
| 63                 | Ground                | Unit 8 & 13                    | Cracking is evident to render over entry doors. These cracks should be repaired prior to any repainting program.   |          | Complete        |                                    |

| Item No | Level  | Area                          | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|--------|-------------------------------|---|----------|-----------------|------------------|
| 64      | L1     | Unit 11                       | Cracking is evident to render adjacent window. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 65      | Ground | Unit 8                        | Cracking is evident to the wall adjacent to the gate to the podium area. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 66      | L1     | Unit 5                        | Cracking is evident to render adjacent entry door. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 67      | Ground | Unit 2 & 5                    | Cracking evident to garden/courtyard wall due to differential movement. These cracks should be repaired prior to any repainting program.  |          | Complete        | Poorly repaired. |
| 68      | Ground | North elevation               | This elevation was generally not able to be sighted due to the presence of a fence and screen planting.   |          | Note            |                  |
|         |        |                               |   |          |                 |                  |
|         |        | <b>Units 21-26</b>            |   |          |                 |                  |
| 69      | Ground | Front entrance                | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed   |          | Complete        |                  |
| 70      | Ground | Front entrance                | The ferrule to the barrel bolt on the inactive leaf of the door is loose - needs to be glued in   |          | Not actioned    |                  |
| 71      | All    | Apartment doors               | Gap under fire rated entry door exceeds 10mm to all units in this block.  |          | Not actioned    |                  |
| 72      | L2     | Window wall                   | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside. | 9        | Not actioned    |                  |
|         |        |                               |   |          |                 |                  |
|         |        | <b>Units 27-32</b>            |   |          |                 |                  |
| 73      | L1     | External balcony unit 29 & 30 | Significant cracking is evident above and below the slab junction in the wall on the north side. Loose render should be removed, render repaired and grooves re-cut at the slab junction in the wall.             |          | Not actioned    |                  |
| 74      | Ground | Front entry                   | Minor cracking is evident to the soffit/wall junction over the entry. This cracking should be repaired/resealed prior to any repainting program.  |          | Complete        |                  |
| 75      | All    | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 27, 29, 30, 31 & 32   |          | Not actioned    |                  |
| 76      | L1     | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 27 & 28. These cracks should be patched prior to any repainting.   |          | Not actioned    |                  |
| 77      | Ground | Corridor/landing              | A tile is lipped (raised) in the corridor which presents a trip hazard - the tile should be removed and replaced.   |          | Complete        |                  |

| Item No | Level       | Area                 | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|-------------|----------------------|---|----------|-----------------|------------------|
| 78      | Ground - L2 | External units 27-31 | Vertical cracking is evident to the render on the west wall. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 79      | Ground - L2 | Rear entry door      | Vertical cracking is evident externally to both sides of the rear entry. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 80      | G - L1      | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 81      | L1 - L2     | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 82      | L1          | Corridor/landing     | Cracking evident in wall at landing adjacent unit 29 & 30. These cracks should be patched prior to any repainting.  |          | Not actioned    |                  |
|         |             |                      |   |          |                 |                  |
|         |             | <b>Units 33-38</b>   |   |          |                 |                  |
| 83      | Ground      | Front entry          | Render cracked at wall/floor junction adjacent to entry door - this should be repaired prior to any repainting.   |          | Complete        |                  |
| 84      | Ground      | Apartment doors      | Gap under fire rated entry door to unit 34 exceeds 10mm.  |          | Not actioned    |                  |
| 85      | Ground      | External rear entry  | Render cracking is evident at the rear entry - the cracking should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 86      | G - L1      | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 87      | L1 - L2     | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 88      | L1          | External window wall | Signs of water leak through window wall on south side of window damaging carpet and skirting.   |          | Not actioned    | Carpet wet.      |
| 89      | L1          | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 35 & 36. These cracks should be patched prior to any repainting.                                   |          | Not actioned    |                  |
| 90      | All         | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 35, 36, 37 & 38   |          | Not actioned    |                  |
| 91      | L2          | External window      | A major leak is evident at the head of this window - ceiling damage evident on south side & leaks evident across the top of the window. External cladding junction failure is likely to be the cause. |          | Not actioned    | Top transom wet. |
|         |             |                      |   |          |                 |                  |
|         |             | <b>Units 39-46</b>   |   |          |                 |                  |
| 92      | Ground      | External front entry | A paint bubble is evident at the slab edge over the entry. This should be removed and the concrete re-sealed then painted prior to any repaint program.   |          | Not actioned    |                  |

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|---------|--------------------|----------------------|---|----------|-----------------|------------------|
| 93      | L1                 | External unit 44     | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |                  |
| 94      | Ground             | Adjacent unit 39     | Render cracked adjacent to entry door - this should be repaired prior to any repainting.  |          | Complete        |                  |
| 95      | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to all units in this block.  |          | Not actioned    |                  |
| 96      | G - L1             | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
| 97      | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
| 98      | L1                 | External window      | There is a trim over the window outside U44 that is unpainted - needs to be painted in repainting program.  |          | Not actioned    |                  |
|         |                    |                      |   |          |                 |                  |
|         | <b>Units 47-52</b> |                      |   |          |                 |                  |
| 99      | Ground             | External stairs      | The courtyard to rear entry stairs have a trip hazard due the concrete dropping - this should be repaired to remove the trip hazard                                 |          | Complete        |                  |
| 100     | Ground             | West side rear entry | Render cracked on W side of entry - this should be repaired prior to any repainting.  |          | Not actioned    |                  |
| 101     | L2                 | External unit 52     | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |                  |
| 102     | Ground             | Entry                | A cover to an electrical junction box is missing & should be replaced   |          | Not actioned    |                  |
| 103     | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 47, 48, 49, 50,51 & 52  |          | Not actioned    |                  |
| 104     | G - L1             | Stair                | The render is cracking above the relief groove - refer item E above   | 4        | Not actioned    |                  |
| 105     | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 49 & 50. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 106     | L1                 | Unit 50              | Door unit number missing  |          | Complete        |                  |
| 107     | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
|         |                    |                      |   |          |                 |                  |
|         | <b>Units 53-58</b> |                      |   |          |                 |                  |
| 108     | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 55 & 56. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |

| Item No | Level              | Area                          | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment  |
|---------|--------------------|-------------------------------|---|----------|-----------------|---|
| 109     | L1-L2              | Stair                         | The render is cracking above the relief groove - refer item E above   | 4        | Not actioned    |   |
| 110     | L2                 | Window                        | Trim off excess silicone around glass   |          | Not actioned    |   |
| 111     | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 53, 55 & 58   |          | Not actioned    |   |
| 112     | Ground             | External                      | Awning leaks evident - refer item I above   | 7 & 8    | Not actioned    |   |
| 113     | L2                 | Balcony edge U58              | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    | See new note 200 in reinspection section.                     |
| 114     | Ground             | Entry                         | A cover to an electrical junction box is missing & should be replaced   |          | Not actioned    |   |
|         |                    |                               |   |          |                 |   |
|         | <b>Units 59-64</b> |                               |   |          |                 |   |
| 115     | Ground             | Front entry                   | Replace missing sealant in wall panelling   |          | Not actioned    | Now failed.   |
| 116     | Ground             | Rear exit door                | Water pools at exit point - this is a slip hazard in frosty weather   |          | Incomplete      | Aluminium plate installed, but water still ponds either side. |
| 117     | Ground             | Unit 60                       | Repair and repaint dent in doorframe  |          | Not actioned    |   |
| 118     | L1                 | Window wall                   | Leak evident on east side of window - the carpet and skirting were wet  |          | Not actioned    |   |
| 119     | L1                 | Window wall                   | Trim missing at head of window  | 41       | Not actioned    |   |
| 120     | L1                 | Window wall                   | Refix loose glazing rubbers   |          | Not actioned    |   |
| 121     | L1                 | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 61 & 62. These cracks should be patched prior to any repainting. |          | Not actioned    |   |
| 122     | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 61, 62, 63 & 64   |          | Not actioned    |   |
| 123     | Basement           | Car park access door          | Door binds in frame - needs to be eased and repainted   |          | Incomplete      | Replaced, but not painted.                                    |
| 124     | L2 West            | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |   |
| 125     | L1 East            | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Complete        |   |

| Item No | Level              | Area                         | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|--------------------|------------------------------|---|----------|-----------------|------------------|
| 126     | Ground             | Front entrance               | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed                                   | 42       | Not actioned    |                  |
|         |                    |                              |   |          |                 |                  |
|         | <b>Units 65-70</b> |                              |   |          |                 |                  |
| 127     | Ground             | Entry door                   | The bolt to the bottom of the inactive leaf of the entry door is inoperative  |          | Complete        |                  |
| 128     | Ground             | Unit 65                      | Paint to the door frame of this unit is peeling   |          | Not actioned    |                  |
| 129     | L1                 | Corridor/landing             | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 67 & 68. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 130     | All                | Apartment doors              | Gap under fire rated entry door exceeds 10mm to units 67, 68, 69 & 70   |          | Not actioned    |                  |
| 131     | L1-L2              | Stair                        | The render is cracking above the relief groove - refer item E above   |          | Not actioned    |                  |
| 132     | L2                 | Window                       | Trim off excess silicone around glass   |          | Not actioned    |                  |
| 133     | L1                 | External units 67 & 68       | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting program.   |          | Not actioned    |                  |
| 134     | L2 west            | External unit 70             | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                  |
| 135     | L1                 | External north units 67 & 68 | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          | Not actioned    |                  |
| 136     | L2 North           | External unit 69 & 70        | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          | Not actioned    |                  |
|         |                    |                              |   |          |                 |                  |
|         | <b>Units 71-76</b> |                              |   |          |                 |                  |
| 137     | G-L1               | Stair                        | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above  | 43       | Not actioned    |                  |
| 138     | L1                 | Landing                      | Render cracked on NW side of landing - this should be repaired prior to any repainting.   |          | Not actioned    | Minor.           |
| 139     | L1                 | Corridor/landing             | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 73 & 74. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 140     | All                | Apartment doors              | Gap under fire rated entry door exceeds 10mm to units 73, 74, 75, 76  |          | Not actioned    |                  |
| 141     | L1-L2              | Stair                        | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          | Not actioned    |                  |

| Item No | Level  | Area                                 | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment              |
|---------|--------|--------------------------------------|---|----------|-----------------|-------------------------------|
| 142     | L2     | Window                               | The window is loose in the wall and has moved outwards. It needs to be refixed to avoid danger of blowing in.   |          | Not actioned    |                               |
| 143     | L1     | External north units 71 & 72         | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                | 44       | Incomplete      | Unit 71 done.                 |
| 144     | L2     | External north east unit 73          | Cracks evident to render in L2 wall at slab level - these should be repaired prior to any repainting program  |          | Complete        |                               |
| 145     | L1     | External soffit above unit 74        | Paint bubbles evident in soffit paint - these should be removed, and the concrete re-sealed prior to any repainting program.  |          | Not actioned    | Balcony to U76 to be checked. |
| 146     | L1     | External units 73 & 74               | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting program.   | 45       | Not actioned    |                               |
| 147     | L2     | External unit 76                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                               |
| 148     | Ground | External rear entry                  | Render cracking is evident above rear entry structure - the cracking should be repaired prior to any repainting program.  |          | Not actioned    |                               |
|         |        |                                      |   |          |                 |                               |
|         |        | <b>Units 77-82</b>                   |   |          |                 |                               |
| 149     | L1     | Head of window                       | Complete painting   |          | Not actioned    | Trim missing.                 |
| 150     | G-L1   | Stair                                | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          | Not actioned    |                               |
| 151     | L1     | Corridor/landing                     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 79 & 80. These cracks should be patched prior to any repainting. |          | Not actioned    |                               |
| 152     | All    | Apartment doors                      | Gap under fire rated entry door exceeds 10mm to units 79, 80, 81, 82  |          | Not actioned    |                               |
| 153     | L2     | External unit 82                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                               |
| 154     | All    | External render to units 77, 79 & 81 | Vertical cracking is evident to walls - these will need to be repaired prior to any repainting program  |          | Not actioned    |                               |
| 155     | L2     | External balcony edge unit 81        | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Complete        |                               |
|         |        |                                      |   |          |                 |                               |
|         |        | <b>Units 83-88</b>                   |   |          |                 |                               |

| Item No | Level               | Area                          | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                               |
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| 156     | Ground              | Rear exit corridor            | Cracks evident to render - these should be patched prior to any repaint   |          | Not actioned    |  |
| 157     | L1                  | Adjacent unit 85              | Cracks evident to render at wall/ceiling junction - these should be patched prior to any repaint  |          | Not actioned    |  |
| 158     | All                 | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 85, 86, 87, 88  |          | Not actioned    |  |
| 159     | L1-L2               | Stair                         | The render is cracking adjacent the relief groove & is drummy - refer item E above  |          | Not actioned    |  |
| 160     | L2                  | Glazed wall                   | One panel of glass is cracked mid panel top left. External seals to window need to be refitted, as they are falling out   |          | Incomplete      | Only glass replaced.                           |
| 161     | L2                  | External balcony edge unit 88 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    | Calcium stain evident. Suggests balcony issue. |
| 162     | L2                  | External unit 88 & 89         | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |  |
|         |                     |                               |   |          |                 |  |
|         | <b>Units 89-94</b>  |                               |   |          |                 |  |
| 163     | Ground              | Unit 89                       | Cracks evident to render adjacent entry to unit - these should be patched prior to any repaint  |          | Complete        |  |
| 164     | All                 | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 89, 90, 91, 92,93 & 94  |          | Not actioned    |  |
| 165     | Ground              | Rear exit -external           | Cracks evident to render adjacent both sides of entry door - these should be patched prior to any repaint   |          | Not actioned    |  |
| 166     | G-L1                | Stair                         | The render is cracking adjacent the relief groove - refer item E above  | 4        | Not actioned    |  |
| 167     | L1-L2               | Stair                         | The render is cracking adjacent the relief groove & is drummy - refer item E above  | 4        | Not actioned    |  |
| 168     | L1-L2               | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 91 & 92. These cracks should be patched prior to any repainting. |          | Not actioned    |  |
| 169     | Ground              | External unit 89              | Cracks evident to render north and east side of garden wall - these should be repaired prior to any repainting program  |          | Not actioned    |  |
|         |                     |                               |   |          |                 |  |
|         | <b>Units 95-102</b> |                               |   |          |                 |  |
| 170     | Ground              | Unit 96 garden wall           | Cracking is evident to wall - this should be repaired prior to any repainting program   |          | Not actioned    | Render failing to the top.                     |

| Item No | Level   | Area                 | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                 |
|---------|---------|----------------------|--|----------|-----------------|----------------------------------|
| 171     | Ground  | Unit 96 garden wall  | Considerable movement is evident in NW corner of wall, with a large gap opening up. The gap should be cleaned out and re-sealed with polyurethane sealant.                             | 46 & 47  | Not actioned    | Wall needs structural attention. |
| 172     | L1      | External balcony U97 | A soffit crack and leaching from the above balcony is evident adjacent to the entry door to the block. To repair this will involve re-working the tiles and membrane to the unit over. |          | Not actioned    |                                  |
| 173     | Ground  | Rear exit door       | Water pools at exit point - this is a slip hazard in frosty weather  |          | Not actioned    |                                  |
| 174     | All     | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 98, 99, 100, 101 & 102   |          | Not actioned    |                                  |
| 175     | L1      | Unit 99              | Cracks evident to render - these should be patched prior to any repaint  |          | Not actioned    |                                  |
| 176     | L1-L2   | Stair                | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        | Not actioned    |                                  |
|         |         |                      |  |          |                 |                                  |
|         |         | <b>Units 103-108</b> |  |          |                 |                                  |
| 177     | Ground  | Corridor             | Render cracks evident adjacent entry door under stairs. These should be repaired prior to any repainting program.  |          | Not actioned    |                                  |
| 178     | All     | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 103, 104, 105 & 106  |          | Not actioned    |                                  |
| 179     | Ground  | Rear exit door       | Glazing bead is missing at bottom of glazed door.  |          | Not actioned    |                                  |
| 180     | L2      | External unit 108    | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                                  |
| 181     | G-L1    | Stair                | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        | Not actioned    |                                  |
| 182     | L1      | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 105 & 106. These cracks should be patched prior to any repainting.                  |          | Not actioned    |                                  |
| 183     | L1-L2   | Stair                | The render is cracking adjacent the relief groove lower end of stair - refer item E above  | 4        | Not actioned    |                                  |
| 184     | L1 & L2 | Walls                | Render cracking vertically and horizontally outside of units 105, 106, 107 & 108. These should be repaired prior to any repainting program.  |          | Not actioned    |                                  |
|         |         |                      |  |          |                 |                                  |
|         |         | <b>Units 109-114</b> |  |          |                 |                                  |

| Item No | Level                | Area                    | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|----------------------|-------------------------|--|----------|-----------------|------------------|
| 185     | L1                   | External unit 112       | A significant movement crack is evident at the slab and wall junction, which should be cleaned out and re-sealed prior to any repainting program.                          |          | Not actioned    |                  |
| 186     | All                  | Apartment doors         | Gap under fire rated entry door exceeds 10mm to units 109, 110, 111, 112, 113 & 114  |          | Not actioned    |                  |
| 187     | L2                   | External unit 113       | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                  |
| 188     | G-L1                 | Stair                   | The render is cracking adjacent the relief groove & is drummy - refer item E above   |          | Not actioned    |                  |
| 189     | L1                   | Corridor/landing        | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 105, 106 & 112. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 190     | L1-L2                | Stair                   | The render is cracking adjacent the relief groove - refer item E above   | 4        | Not actioned    |                  |
|         | <b>Units 115-120</b> |                         |  |          |                 |                  |
| 191     | Ground               | Entry door              | The bottom barrel bolt to the inactive door leaf does not have a restraint ferrule installed, hence the door is less secure than it should be.                             |          | Not actioned    |                  |
| 192     | G-L1                 | Stair                   | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above   |          | Not actioned    |                  |
| 193     | L1                   | Corridor/landing        | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 117 & 118. These cracks should be patched prior to any repainting.      |          | Not actioned    |                  |
| 194     | L1-L2                | Stair                   | The render is cracking adjacent the relief groove - refer item E above   | 4        | Not actioned    |                  |
| 195     | All                  | Apartment doors         | Gap under fire rated entry door exceeds 10mm to units 117, 118, 119 & 120  |          | Not actioned    |                  |
| 196     | L1                   | External unit 118       | Major paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                       | 48       | Complete        |                  |
| 197     | L2                   | External East elevation | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                  |
| 198     | L2                   | External unit 119       | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                           |          | Complete        |                  |

| Item No         | Level    | Area                               | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                  |
|-----------------|----------|------------------------------------|--|----------|-----------------|---|
|                 |          |                                    | <b>Additional issues noted in reinspection on 20/03/24</b>   |          |                 |   |
| <b>Notes</b>    |          |                                    |  |          |                 |   |
| 199             |          |                                    | Significant amounts of render cracking is evident throughout complex which will need repairing with repaint programme.   |          |                 | EC will need to action                            |
| 200             |          |                                    | Paint to some areas is very overdue to be re-done, mainly externally especially on fibrous cement surfaces. Some previously identified paint bulges were generally not present any more - possibly as they have burst and shrunk back, or possibly repaired. |          |                 | EC will need to action                            |
| 201             |          |                                    | Gaps under apartment doors has not been addressed. This is a servicing company issue/question.   |          |                 | EC to raise with service company                  |
| 202             |          |                                    | The lack of skirtings in the ground floor lobbies results in low level staining to the walls from mop cleaning of tiles. It is recommended that skirtings be installed.  |          |                 | EC will need to action                            |
| 203             |          |                                    | Are roofs and gutters being regularly checked? There are no built-in ladders apparent to access roofs.   |          |                 | EC will need to action                            |
| 204             |          |                                    | Steel handrail corrosion needs to be treated - it is a by-product of a lack of proper preparation and painting when the complex was originally constructed.  | 1        |                 | EC will need to action                            |
| 205             |          |                                    | Apartment balconies - increased amounts of cracking many of which were showing signs of leakage were noted during the inspection - they are enumerated below.  |          |                 | Should be referred back to builder                |
| <b>Basement</b> |          |                                    |  |          |                 |   |
| 206             | Basement | Car space 21                       | Two leaks in storm water pipe joint at cage. (EC)  | 2        |                 | EC will need to action                            |
| 207             | Basement | Above main switchboard             | Leaks evident in pipe joint leaking adjacent electrical equipment. Previous attempts to fix are evident and unsuccessful. Requires urgent attention as water is in the switchboard which is a safety issue. (EC)   | 3        |                 | EC will need to action                            |
| 208             | Basement | Note                               | Overnight rain caused leak locations to be visible. Leaks into cages and onto cars makes the outcome not fit for purpose under the NCC. Comment regarding trays at item A in carpark still stands.   |          |                 | Builder has not addressed previous concerns       |
| 209             | Basement | Aisle adjacent car space 1         | Two leaks evident through pipe and conduit penetrations.   | 4 & 5    |                 | EC will need to action                            |
| 210             | Basement | Aisle adjacent car spaces 104 & 93 | The drainage catch tray drains onto the floor adjacent to these 2 car spaces, meaning water runs across the floor to the in ground drainage any time it rains. The solution adopted is a poor method.  |          |                 | Should be referred back to builder                |
| 211             | Basement | Cage 74                            | Leak in joint in tray renders the cage unusable.   | 6        |                 | Should be referred back to whoever installed tray |

| Item No            | Level  | Area                             | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                            |
|--------------------|--------|----------------------------------|--|----------|-----------------|---|
| 212                | Ground | External                         | Likely combustible cladding installed to various locations around the complex. This should be investigated and confirmed as insurance may be affected if not dealt with. |          |                 | EC will need to action                      |
| 213                | Ground | Hot water enclosure adjacent U89 | Fencing timber and steel is failing. This issue was raised on OH&S report done by QIA in 2018.   |          |                 | Builder has not addressed previous concerns |
| 214                | Ground | Hot water enclosure adjacent U84 | Fencing timber and steel is failing. This issue was raised on OH&S report done by QIA in 2018.   |          |                 | Builder has not addressed previous concerns |
| 215                | Ground | Outside townhouses 19 & 20       | Gravel has dropped and is a trip hazard. (EC)  | 7        |                 | EC will need to action                      |
| <b>Unit Blocks</b> |        |                                  |  |          |                 |   |
| <b>Townhouses</b>  |        |                                  |  |          |                 |   |
| 216                | L1     | Timber decks                     | Deterioration of timber to decks on south side is evident. Needs to be reviewed regularly and repainting program instigated.   | 8        |                 | EC will need to action                      |
| 217                | Ground | Sleeper garden beds U8-13        | Beds appear to be sinking by up to 120mm on rear end of garden beds.   | 9        |                 | EC will need to action                      |
| 218                | Ground | U7 entry                         | Movement in the ground is causing tile failure at step to landing junction.  | 10       |                 | EC will need to action                      |
| 219                | Ground | Between U3 & 4                   | Coloured cladding has either fallen off or been removed. Needs to be reinstalled with appropriate product.   | 11       |                 | EC will need to action                      |
| <b>Units 21-26</b> |        |                                  |  |          |                 |   |
| 220                | Ground | Lobby                            | Render cracking needs patching before repainting.  |          |                 | EC will need to action                      |
| 221                | L2     | Windows                          | Leak evident in right hand side at top of window. Damaging ceiling and carpet.   | 12 & 13  |                 | Should be referred to builder               |
| 222                |        | Balustrade glass unit 23 & 25    | Cracked balustrade glass noted.  |          |                 | EC will need to action                      |
| 223                | Ground | U21 Downpipe                     | Not terminated, just discharges onto the ground which is not acceptable.   | 14       |                 | Should be referred to builder               |
| <b>Units 27-32</b> |        |                                  |  |          |                 |   |
| 224                | All    | External west                    | Cracking in render in vertical plane warrants further investigation and repair.  | 15       |                 | EC will need to action                      |
| <b>Units 33-38</b> |        |                                  |  |          |                 |   |

| Item No            | Level    | Area                     | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment              |
|--------------------|----------|--------------------------|---|----------|-----------------|-------------------------------|
| 225                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 226                | L2       | External window          | Leak evident on north side damaging the carpet.   |          |                 | Should be referred to builder |
| <b>Units 39-46</b> |          |                          |   |          |                 |                               |
| 227                | L1       | U41 & 42                 | Leaching soffit cracks which indicates balcony issues requiring further investigation.                                      | 16 & 17  |                 | Should be referred to builder |
| 228                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| <b>Units 47-52</b> |          |                          |   |          |                 |                               |
| 229                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 230                | L2       | U51                      | Major calcium leachate from underside of balcony indicates balcony tiling issue. Requires further investigation and repair. | 18       |                 | Should be referred to builder |
| 231                | Ground   | North entry              | Gap between walls at U48 courtyard should be sealed and painted.  | 19       |                 | EC will need to action        |
| 232                | L2       | Window                   | There is a leak evident on the left side of the window, damaging the carpet.  |          |                 | Should be referred to builder |
| <b>Units 53-58</b> |          |                          |   |          |                 |                               |
| 233                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 234                | L2       | U58                      | The paint to the balcony edge is bubbling suggesting water entry from balcony which requires further investigation          |          |                 | Should be referred to builder |
| 235                | L1-L2    | Carpet                   | The carpet to the stairs has delaminated & needs re-gluing  | 20       |                 | EC will need to action        |
| <b>Units 59-64</b> |          |                          |   |          |                 |                               |
| 236                | Basement | Fire door basement entry | Door has been replaced and needs to be painted.   |          |                 | EC will need to action        |
| 237                | Ground   | U59 & U60 cladding       | Cladding to the sides of the units that continues from entry has delaminated and needs repair.                              |          |                 | Should be referred to builder |
| 238                | G-L2     | Render                   | The render is cracking at relief grooves at slab in stairwell. Needs to be removed and repaired.                            |          |                 | EC will need to action        |
| <b>Units 65-70</b> |          |                          |   |          |                 |                               |
| 239                | Ground   | Entry cladding           | Cladding at both sides of the entry door is failing and needs repairing.  | 21       |                 | Should be referred to builder |
| 240                | Ground   | Entry door               | Top latch to inoperative leaf is not working. Adjust the latch.   |          |                 | EC will need to action        |

| Item No              | Level   | Area              | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment              |
|----------------------|---------|-------------------|---|----------|-----------------|-------------------------------|
| 241                  | B-G     | Stair render      | The render is cracking and drummy to slab edge in stair. Remove and patch.  |          |                 | EC will need to action        |
| 242                  | L1      | Window            | Leak evident in right hand side, damaging carpet.   |          |                 | Should be referred to builder |
| <b>Units 71-76</b>   |         |                   |   |          |                 |                               |
| 243                  |         | U71 & 73          | Slab crack evident under balcony of unit 73. Needs further investigation and repair.  |          |                 | Should be referred to builder |
| 244                  | L1      | Window            | Leaks evident at base of window damaging carpet. Leak is significant.   |          |                 | Should be referred to builder |
| <b>Units 77-82</b>   |         |                   |   |          |                 |                               |
| 245                  | Ground  | Entry cladding    | Cladding to both sides of entry has detached from support frame. Refix.   |          |                 | Should be referred to builder |
| 246                  | L1      | U79 & 80          | South side window lintel have corrosion evident. These need to be treated and repainted.  |          |                 | EC will need to action        |
| 247                  | L2      | Window            | Signs of leakage on the left hand side, damaging the carpet.  |          |                 | Should be referred to builder |
| <b>Units 83-88</b>   |         |                   |   |          |                 |                               |
| 248                  | Ground  | Entry cladding    | Cladding to both sides of entry has detached from support frame. Refix.   |          |                 | Should be referred to builder |
| 249                  | L1 & L2 | Window            | Glazing rubbers are pulling out and need to be replaced.  |          |                 | EC will need to action        |
| 250                  |         | West wall         | External render joints and cracks need to be repaired before repainting.  |          |                 | EC will need to action        |
| <b>Units 89-94</b>   |         |                   |   |          |                 |                               |
| 251                  | L1      | U91 & 93          | Calcification damage evident to soffit of balcony of unit 93. Requires investigation and repair.  | 22       |                 | Should be referred to builder |
| 252                  | L1      | U90               | Leaching crack to slab soffit under U92 requires further investigation.   |          |                 | Should be referred to builder |
| <b>Units 95-102</b>  |         |                   |   |          |                 |                               |
| 253                  | Ground  | Entry cladding    | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder |
| 254                  | L2      | Ceiling           | One ceiling joint has popped and needs to be repaired and repainted.  |          |                 | EC will need to action        |
| <b>Units 103-108</b> |         |                   |   |          |                 |                               |
| 255                  | G & L1  | U103 & 105 soffit | Calcium staining around pipes suggest balcony problems on U105 & 107. These should be investigated and repaired. In addition there is a leaching slab crack in the soffit of unit 103 from unit 105 balcony that should be investigated and repaired. | 23       |                 | Should be referred to builder |
| 256                  | Ground  | Entry cladding    | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder |

| Item No | Level  | Area                                   | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                |
|---------|--------|--|---|----------|-----------------|---------------------------------|
|         |        | <b>Units 109-114</b>                   |   |          |                 |                                 |
| 257     | G & L1 | U111 & 112 soffits                     | Leaching slab cracks are evident to the slab soffits indicating balcony issue on U113 & 114 that will require further investigation and repair. |          |                 | Should be referred to builder   |
| 258     | Ground | Entry cladding                         | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder   |
| 259     | Ground | Entry door                             | The bottom flush bolt is broken and should be replaced.   |          |                 | EC will need to action          |
| 260     | L1     | Window                                 | Some glazing rubber have dislodged and need to be replaced.   |          |                 | EC will need to action          |
|         |        | <b>Units 115-120</b>                   |   |          |                 |                                 |
| 261     | Ground | Entry cladding                         | Cladding has pulled away from framing on right hand side and is loose. Needs to be refixed.   |          |                 | Should be referred to builder   |
| 262     | L1     | Window                                 | Some glazing rubber have dislodged and need to be replaced.   |          |                 | EC will need to action          |
|         |        | <b>Apartment Inspections - Unit 21</b> |   |          |                 |                                 |
| 263     | Ground | Bedroom wall                           | Wall crack in bedroom related to crack in corridor. Patch and repaint.  |          |                 | Owner to action when repainting |
| 264     | Ground | External garden wall                   | Crack in wall is due to differential settlement. Patch and repaint.   |          |                 | EC will need to action          |
| 265     | Ground | Garden walls                           | Cracks in the walls require patching and painting. Recommend stitch major vertical crack and re-seal vertical expansion joint.                  |          |                 | EC will need to action          |
| 266     | Ground | DPC level                              | Horizontal crack at DPC level requires patching and painting.   |          |                 | EC will need to action          |

## Warren G. Catlin

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**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Tuesday, 12 November 2024 5:01 PM  
**Subject:** UP3802 - GM Notice - SYNERGY - 311 Flemington Road FRANKLIN ACT 2913  
**Attachments:** UP3802 - GM Notice - complete.pdf

**Categories:** Printing

Dear Owner/s

**UP3802 – SYNERGY – 311 Flemington Road FRANKLIN ACT 2913**  
**Notice of General Meeting - Wednesday 4th December 2024**

Please find enclosed the Notice of the General Meeting for your development. Meeting details:

**Time:** 6:00pm  
**Date:** Wednesday, 4th December 2024  
**Venue:** Via teleconference (please see Notice information)

We look forward to seeing you at the meeting. However, if you are unable to attend, your completion of the Proxy form and/or Absentee Voting Form would be greatly appreciated so your preferences can be appropriately noted. Please ensure it is returned to us in time for the meeting.

*Please note - all supporting documents can be downloaded from your Owners portal however please feel free to contact us should you require a hard copy.*

If you have any queries or require clarification of items contained in the Notice, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

P 02 5110 3200

[LMMsolutions.com.au](http://LMMsolutions.com.au)



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**Strata Management**

For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

P 02 5110 3200

E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

12 November 2024

To all Owners  
UP3802 - Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owner/s

## **UP3802 - SYNERGY Notice of General Meeting 2024**

We write on behalf of your Owners Corporation and attach the Notice of General Meeting for your review. Please find attached the meeting agenda and relevant documents including absentee and proxy forms, voting procedural matters, insurance information and financial statements.

### **When will the meeting commence?**

The meeting is scheduled to start at the advertised time as per the Notice. It would be great if you could arrive or dial in early so that the roll can be recorded and the meeting can proceed at the organised time. The meeting will proceed once a quorum or reduced quorum is declared (please refer to "*Supporting meeting information*" attached to this Notice).

### **How do I contribute to the meeting?**

It is important for all Owners to have their say - this is the purpose of the meeting. Some legislative requirements are outlined in the attached document – "*Supporting meeting information*" – please take a look and contact us if you have any questions.

### **Unable to attend the meeting?**

We encourage all owners to submit either your absentee or proxy vote if you are unable to attend. This will assist the Owners Corporation in understanding your views and in progressing the meeting.

If you have any queries or require clarification of items contained in the Notice, please feel free to contact me otherwise we look forward to seeing you at the meeting.

Yours faithfully

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

# Client Feedback Survey

In order to stay at the top of our game, we need to know what we do well and what we can do better! It would be appreciated if you could provide your honest feedback below.

| How would you rate the following ...       | Poor<br>1 | 2 | Average<br>3 | 4 | Excellent<br>5 |
|--|-----------|---|--------------|---|----------------|
| Our responsiveness                         |           |   |              |   |                |
| Our knowledge and experience               |           |   |              |   |                |
| Meeting facilitation, notices, minutes     |           |   |              |   |                |
| Our professionalism and friendliness       |           |   |              |   |                |
| Your overall experience with LMM Solutions |           |   |              |   |                |

What are the top 3 things we do well?

What are the top 3 things we can improve on?

**Completed surveys are placed into a draw with the winner receiving a \$50.00 Gift Card.**

A winner is drawn each month so be sure to get your survey back to us!

*You're welcome to complete your form anonymously however you will miss out on being entered into the draw. Terms and conditions are available on our website [lmm-solutions.com.au/draw-t-and-c](https://lmm-solutions.com.au/draw-t-and-c) or by contacting our office.*

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Please return your completed form to: [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au) or  
By post to: PO Box 884, Gungahlin ACT 2911.

# NOTICE OF GENERAL MEETING 2024

To all Owners  
Units Plan 3802 – Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owners

You are invited to attend the General Meeting, to be held:

|               |   |
|---------------|---|
| <b>TIME:</b>  | <b>6:00pm</b>   |
| <b>DATE:</b>  | <b>Wednesday 4<sup>th</sup> December 2024</b>         |
| <b>VENUE:</b> | <b>Via Teleconference – please see details below:</b> |

You can join the meeting either by phone or video (using Microsoft Teams):

PHONE: Call **02 8318 0024** at the prescribed time.  
You will be prompted to key in the conference ID number: 291 377 001#

This will connect you to the audio stream for the meeting.

or

ONLINE: Please follow the link below:

[Join the meeting now](#)

Meeting ID: 438 475 385 142

Passcode: gk8QPd

Then follow the prompts to join via a browser or install the Microsoft Teams client.

Should you have any queries prior to the meeting please contact me - details provided below.  
We look forward to seeing you at the meeting.

Yours faithfully  
On behalf of Units Plan 3802

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** Georgina@LMMsolutions.com.au

# Agenda Items and Motions

## for consideration of the Owners Corporation

### Units Plan 3802 - SYNERGY

#### MEETING FORMALITIES

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Election of Chairperson, apologies, absentee and proxy votes. Confirmation of quorum status.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

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As advised under the Unit Title Management (Meeting Agenda) Guidelines 2023, the items tabled below must be included in each General Meeting Agenda.

| Item  | Requirement                                     | Legislation                |
|---|---|----------------------------|
| Insurance claims  | Claims History (new or outstanding).            | UTMA – Div. 5.4, s.99      |
| Maintenance + Contracts Review<br>(issues new or outstanding) | Actioned by EC as required.<br>Report attached. | UTMA – Div. 3.3, s.24 (2). |

**MOTION 1:** That the Owners Corporation of UP3802 confirm that they have reviewed each of the tabled items (as above).

#### PAINTING

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Your Executive Committee engaged Wise Choice who have done reports for the complex previously, to undertake a tender process for painting the exterior of the complex.

This is being done due to the cracking at the complex as the painting is overdue for an exterior paint.

**MOTION 2:** That the Owners Corporation of UP3802 have reviewed and accept the recommendation to proceed with Higgins Coating by Wise Choice.

#### PAINTING EXPENDITURE

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**MOTION 3:** That the Owners Corporation of UP3294 agree to expend \$500,000.00 from the Sinking Fund to pay for the painting works with the additional costs to be funded by a loan.

## FUNDING RECTIFICATIONS

Your Executive Committee are proposing to take out a loan for the complex to assist with the rest of the painting expenditure as well as other items around the complex that being but not limited to:

- Replacement of the fallen cladding

Owners need to keep in mind they only draw down on what they need and if the rest of the \$750,000.00 is not used then you can close off the loan.

You only pay interest on what you use and only have to payback what it is used.

### MOTION 4a: Lannock

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or
  - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$750,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone

### MOTION 4b – Macquarie Bank

1. That the Owners Corporation enter into and execute a loan contract with Macquarie Bank Ltd (Macquarie) to fund the Owners Corporations obligations to finance the budgeted cost of the Project.
2. That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary
3. That the Owners Corporation acknowledges the following things:
  - (a) Loan term of 10 years;
  - (b) the maximum amount of credit available under the loan contract is \$750,000k; and
  - (c) members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement.

## **MOTION 4C – Strata Loans**

1. That the Owners Corporation enter into and execute a loan agreement with StrataCash Management Pty Limited (ACN 124 400 924) for the maximum amount of credit of \$750,000.00 for the purposes of Rectification Works.
2. That on behalf of the Owners Corporation that the loan agreement be executed by at least 1 executive committee member and the Strata Manager and that the common seal be affixed in their presence.
3. That the members of the Owners Corporation approve the raising of additional levies when necessary to ensure the Owners Corporation can perform its obligations to repay amounts due under the loan agreement.
4. That the Owners Corporation acknowledges that a sample loan agreement, loan general conditions, credit guide and the information statement were tabled at the meeting.
5. That any drawdown instructions, certifications or any other documents required to be executed on behalf of the Owners Corporation in connection with the loan may be signed by at least 1 executive committee member and the Strata Manager.

## **GENERAL BUSINESS**

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General discussion is encouraged however Owners are requested to submit their General Business at least 48 hours prior to the meeting.

### **Solar Panel installation:**

The committee have been looking into getting solar panels for the complex we are wanting to seek interest from owners if this is something they would be interested in.

Attached is a document explaining the allume system that is being looked into.

Issued on 12 November, 2024 for and on behalf of the Owners Corporation Units Plan 3802.

**CASTING AN ABSENTEE VOTE**  
**FOR THE GENERAL MEETING OF UNITS PLAN 3802**

**Notes on casting an Absentee Vote - refer UTMA, Schedule 3, Part 3.3, s.3.31**

- (1) A person entitled to vote on a motion may cast an absentee vote on the motion by recording the vote on an absentee voting paper and giving it to the owners corporation before the meeting begins.
- (2) The absentee voting paper must be in the form approved by the executive committee.
- (3) An absentee vote under this section is a valid vote.
- (4) A person who casts an absentee vote under this section is taken to be present at the general meeting at which the motion is moved (except for the purposes of making up a quorum) and to have voted on the resolution.

I/we, the Owner(s) of Unit/s \_\_\_\_\_ UP3802 cast absentee vote(s) as follows on the motions for the General Meeting of the Owners Corporation to be held on Wednesday 4<sup>th</sup> December 2024 or at any adjournment thereof.

|           |                    |           |                    |
|-----------|--------------------|-----------|--------------------|
| MOTION 1  | YES   NO   ABSTAIN | MOTION 2  | YES   NO   ABSTAIN |
| MOTION 3  | YES   NO   ABSTAIN | MOTION 4a | YES   NO   ABSTAIN |
| MOTION 4b | YES   NO   ABSTAIN | MOTION 4c | YES   NO   ABSTAIN |

Name(s) of Owner(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please return to:** Georgina Newhouse, LMM Solutions Pty Ltd  
PO Box 884, Gungahlin ACT 2912 E: [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

*Collection Notice – The information above is for the purpose of collecting information for the General Meeting.*

## APPOINTMENT OF A PROXY

### FOR THE GENERAL MEETING OF UNITS PLAN 3802

#### Notes on appointment of proxies - refer UTMA, Schedule 3, Part 3.3, s.3.26

- (1) This form must accompany a notice of a general meeting given to a person entitled to vote on any motion.
- (2) A person entitled to vote at a general meeting of an owners corporation must not –
  - (a) appoint a proxy for more than 1 year after the day the appointment is made; or
  - (b) appoint a person as a proxy if the person is –
    - (i) the manager; or
    - (ii) a service contractor.
- (3) A person, other than the chairperson, must not exercise more than the following number of proxy votes in a vote on a matter at a general meeting:
  - (a) if there are more than 20 units in the units plan – a number that is not more than 5% of the total number of units;
  - (b) in any other case – 1.
- (4) If a person holds more proxy votes than they can exercise under subsection (3), the chairperson must exercise the proxy votes.

*NOTE - You may wish to provide instructions to your proxy regarding voting preferences. You may also wish to discuss your preferences with your proxy should a motion be raised from the floor or amended at the meeting.*

I/we, the Owner/s of Unit/s \_\_\_\_\_ in UP3802 hereby appoint  
\_\_\_\_\_ (name) of \_\_\_\_\_ (address)

or failing their attendance or if they hold the maximum number of proxies that may be accepted:

\_\_\_\_\_ (name) of \_\_\_\_\_ (address)

as proxy to vote on my/our behalf at the General Meeting of the Owners Corporation to be held on Wednesday 4<sup>th</sup> December 2024 or at any adjournment thereof.

I/we confirm that the **period or number of meetings for which appointment of proxy has effect** is (please tick your preferred option):

☐ 1 meeting    ☐ \_\_\_ meetings    ☐ 1 month    ☐ \_\_\_ months    ☐ 12 months

☐ I/we understand that, if the nominated proxy (as above) already holds more than the permitted number of proxies, the chairperson must exercise the proxy vote on my/our behalf.

Name(s) of Owner(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please return to:** Georgina Newhouse, LMM Solutions Pty Ltd  
PO Box 884, Gungahlin ACT 2912    E: [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

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3802 - Synergy



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Claims History

**Insured:** THE OWNERS - UNITS PLAN NO.3802

**Situation of risk:** 311 FLEMINGTON ROAD FRANKLIN ACT 2913

**Policy number:** HU0032441

**Report run:** 12/11/2024 04:01 PM

The following report provides a summary of all claims from 24/04/2017 to 12/11/2024.

| Claim Status             | Date of occurrence | Date reported | Claim number | Claim type              | Excess     | Amount paid | Amount outstanding | TOTAL      |
|--------------------------|--------------------|---------------|--------------|-------------------------|------------|-------------|--------------------|------------|
| Outstanding              | 03/11/2022         | 16/11/2022    | CL02080633   | Water Damage            | \$2,500.00 | \$357.50    | \$5,908.83         | \$8,766.33 |
| Total outstanding claims |                    |               |              |                         | \$2,500.00 | \$357.50    | \$5,908.83         | \$8,766.33 |
| Paid                     | 12/07/2022         | 18/07/2022    | CL02072471   | Accidental Damage/Other | \$5,000.00 | \$2,139.50  | \$0.00             | \$7,139.50 |
| Paid                     | 17/06/2021         | 11/11/2021    | CL02052110   | Water Damage            | \$5,000.00 | \$599.50    | \$0.00             | \$5,599.50 |
| Paid                     | 13/02/2020         | 02/10/2020    | AHU202000218 | Water Damage            | \$1,000.00 | \$3,621.22  | \$0.00             | \$4,621.22 |
| Paid                     | 11/12/2019         | 17/03/2020    | AHU202000138 | Water Damage            | \$1,000.00 | \$7,433.98  | \$0.00             | \$8,433.98 |
| Paid                     | 25/08/2019         | 06/11/2019    | AHU201900617 | Water Damage            | \$1,000.00 | \$695.00    | \$0.00             | \$1,695.00 |

Insurance issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 and distributed by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFSL 243261.



| Claim Status      | Date of occurrence | Date reported | Claim number | Claim type   | Excess      | Amount paid  | Amount outstanding | TOTAL        |
|-------------------|--------------------|---------------|--------------|--------------|-------------|--------------|--------------------|--------------|
| Paid              | 04/05/2019         | 15/08/2019    | AHU201900512 | Water Damage | \$1,000.00  | \$3,508.00   | \$0.00             | \$4,508.00   |
| Paid              | 27/04/2019         | 29/04/2019    | AHU201900300 | Fire         | \$1,000.00  | \$129,410.85 | \$0.00             | \$130,410.85 |
| Total paid claims |                    |               |              |              | \$15,000.00 | \$147,408.05 | \$0.00             | \$162,408.05 |
| Total             |                    |               |              |              | \$17,500.00 | \$147,765.55 | \$5,908.83         | \$171,174.38 |

Claim status: Outstanding = Open; Paid = Closed  
Information is updated overnight.



**ACT MAINTENANCE PLAN**

**Synergy Apartments - 3802 (Class A)**

**311 Flemington Road, Franklin, ACT 2914**

Date of preparation of Initial Maintenance Plan - 2 December 2021



| ITEMS   |  |                                 |                        | Anticipated Inspection / Maintenance Requirements                       |   |   |   |  | Anticipated Capital Expenditure (Repair, Upgrade, Replacement)                        |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
|---|--|---------------------------------|------------------------|---|---|---|---|--|---|--|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--|
| Location and Item Description   | Item Detail                                      | Identifier                      | Install Date           | Inspection Type   | Relevant Standard   | Inspection Frequency  | Date last Inspected/Maintained                                | Inspector  | Estimated Overall life (years)  | 2021   | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |  |
| General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan) | Manufacturer name, model or Capacity where known | Serial number or ID where known | Where known or assumed | Prestart, installation, or ongoing - Inspect only or Inspect & Maintain | Applicable Australian Standard, Regulation or Code where applicable | Required, likely, or anticipated frequency of inspection or maintenance | Date which last inspection, testing or repair was carried out | Company or person responsible for Inspection, testing or maintenance | Based on manufacturer recommendations or anticipated/expected life (where applicable) | Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| SUPERSTRUCTURE  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Repaint previously painted exterior building surfaces   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Repaint balcony/patio ceilings  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Provision to upgrade intercom systems & associated equipment  |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  |      |      |      | X    |      |      |      |      |      |      |      |      |      |      |  |
| Repaint/restain soffits   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      | X    |      |      |      |  |
| Repaint door faces  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      | X    |      |      |      |  |
| Maintain/replace external doors/frames  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 30  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Repair/maintain balustrade/handrail fixings   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 35  | X  |      |      |      |      | X    |      |      |      |      | X    |      |      |      |      |  |
| Maintain carports   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 40  |  | X    |      |      |      | X    |      |      |      |      | X    |      |      |      |      |  |
| Maintain powder coated pergolas   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  | X  |      |      |      | X    |      |      |      | X    |      |      |      | X    |      |      |  |
| Maintain/replace slab membrane (waterproofing)  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 25  |  |      |      |      |      |      |      |      |      |      | X    |      |      |      |      |  |
| Maintain/replace bin room roller shutter  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 30  |  |      |      |      |      |      | X    |      |      |      |      |      |      | X    |      |  |
| BASEMENT  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Maintain/replace supply/extraction/inline fans  |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 25  |  | X    |      |      |      | X    |      |      |      |      | X    |      |      |      |      |  |
| Repaint line marking  |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      | X    |      |      |      |  |
| Service/replace CO monitors   |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 12  |  |      | X    |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Maintain/repair ventilation ducting   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 30  |  |      |      |      | X    |      |      |      |      |      |      | X    |      |      |      |  |
| Repaint door faces  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 30  |  | X    |      |      |      |      |      |      |      |      |      | X    |      |      |      |  |
| Maintain/repair main garage door running gear   |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  | X    |      |      |      |      | X    |      |      |      |      | X    |      |      |      |  |
| Service/replace garage door motor   | GRIFCO   |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 12  |  |      | X    |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Service/replace stormwater pumps  |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |  |
| Maintain/replace stormwater pump controller   |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 20  |  |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |  |
| Clean/maintain pump pits & enclosures   |  |                                 |                        | Routine   |   | Annually  |   | OC   | As required   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Maintain/repair/replace main garage door  |  |                                 |                        | Routine   |   | Annually  |   | OC   | Feb-00  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| DRIVEWAYS, PATHWAYS & PARKING   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Maintain/repair driveway gate running gear  |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  | X    |      |      |      |      | X    |      |      |      |      | X    |      |      |      |  |
| Service/replace driveway gate motor   | FAAC   |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 8   |  | X    |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Maintain concrete/tiles pathways  |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 40  |  |      |      |      |      |      | X    |      |      |      |      |      |      |      |      |  |
| Maintain concrete driveway  |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 50  |  |      |      |      | X    |      |      |      |      |      |      |      |      |      |      |  |
| Repaint previously painted parking areas  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 15  |  | X    |      |      |      |      |      |      |      |      |      | X    |      |      |      |  |
| Pressure wash driveway/pathways, remove residue   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | As required   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Replace powder coated driveway entry door   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 40  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Replace traffic mirror  |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 15  |  |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |  |
| Maintain/replace wheelstops   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 35  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Replace/repaint speedhumps  |  |                                 |                        | Inspect/Service   |   | Annually  |   | OC   | 25  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| Maintain/replace bollards   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 35  |  |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |  |
| EXTERNAL WORKS  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |
| Maintain common pipework  |  |                                 |                        |   |   | Annually  |   | Licenced Pumber  | Ad Hoc  |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |  |



**ACT MAINTENANCE PLAN**



**Synergy Apartments - 3802 (Class A)**

**311 Flemington Road, Franklin, ACT 2914**

Date of preparation of Initial Maintenance Plan - 2 December 2021



| ITEMS   |             |            |              | Anticipated Inspection / Maintenance Requirements |                                 |                        |   |   | Anticipated Capital Expenditure (Repair, Upgrade, Replacement)          |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
|---|-------------|------------|--------------|---|---------------------------------|------------------------|---|---|---|---|--|---|------|------|------|--|------|------|------|------|------|------|------|------|--|
| Location and Item Description   | Item Detail | Identifier | Install Date | Inspection Type                                   | Relevant Standard               | Inspection Frequency   | Date last Inspected/Maintained  | Inspector   | Estimated Overall life (years)  | 2021  | 2022   | 2023  | 2024 | 2025 | 2026 | 2027   | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |  |
| General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan) |             |            |              | Manufacturer name, model or Capacity where known  | Serial number or ID where known | Where known or assumed | Prestart, installation, or ongoing - Inspect only or Inspect & Maintain | Applicable Australian Standard, Regulation or Code where applicable | Required, likely, or anticipated frequency of inspection or maintenance | Date which last inspection, testing or repair was carried out | Company or person responsible for inspection, testing or maintenance | Based on manufacturer recommendations or anticipated/expected life (where applicable) |      |      |      | Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate |      |      |      |      |      |      |      |      |  |
| FENCING   |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Repair/replace powdercoated fencing   |             |            |              | Routine   |                                 | Annually               |   | OC  | 35  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| Repair/replace powdercoated baluster fencing  |             |            |              | Routine   |                                 | Annually               |   | OC  | 35  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| Repair/replace timber fencing   |             |            |              | Routine   |                                 | Annually               |   | OC  | 25  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| Repaint boundary walls  |             |            |              | Routine   |                                 | Annually               |   | OC  | 10  |   | X  |   |      |      |      |  |      |      |      | X    |      |      |      |      |  |
| Maintain/replace pedestrian gates   |             |            |              | Routine   |                                 | Annually               |   | OC  | 25  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| FURNITURE & FITTINGS  |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Provision to replace mail boxes   | MAILSAFE    |            |              | Routine   |                                 | Annually               |   | OC  | 20  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| Provision to replace emergency & exit lights  | CLIPSAL     |            |              | Compliance  | AS2293.2-1995                   | Annually               |   | Licenced Contractor   | 10  |   |  | X   |      |      |      | X  |      |      |      |      | X    |      |      |      |  |
| Ongoing replacement of common area lighting   |             |            |              | Routine/Safety                                    |                                 | Annually               |   | OC  | 15  |   |  |   | X    |      |      |  |      |      |      | X    |      |      |      |      |  |
| Repair/upgrade security headend equipment   |             |            |              | Inspect/Service                                   |                                 | Annually               |   | Licenced Contractor   | 8   |   |  |   |      | X    |      |  |      |      |      |      |      |      |      |      |  |
| Provision to upgrade card/touch tag readers   |             |            |              | Inspect/Service                                   |                                 | Annually               |   | Licenced Contractor   | 12  |   |  | X   |      |      |      | X  |      |      |      |      | X    |      |      |      |  |
| Repair/replace security cameras & peripherals   |             |            |              | Inspect/Service                                   |                                 | Annually               |   | Licenced Contractor   | 8   |   |  |   |      |      |      | X  |      |      |      |      |      |      |      |      |  |
| Maintain/replace outdoor furniture  |             |            |              | Routine/Safety                                    |                                 | Annually               |   | OC  | 15  |   |  |   |      | X    |      |  |      |      | X    |      |      |      |      | X    |  |
| Inspect/Maintain Electrical Switchboard & RCDs  |             |            |              | Compliance  | AS/NZS 3000:2018                | Biannually             |   | Licenced Electrician  | As required   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Maintain/replace door closers   |             |            |              | Routine   |                                 | Annually               |   | OC  | 20  |   |  |   |      |      |      |  |      |      |      | X    |      |      |      |      |  |
| LANDSCAPING   |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Repair/replace timber planter sleepers  |             |            |              | Routine   |                                 | Annually               |   | OC  | Ad Hoc  |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Maintain irrigation system  |             |            |              | Routine   |                                 | Annually               |   | OC  | 20  |   | X  |   |      |      |      | X  |      |      |      |      | X    |      |      |      |  |
| Service/repair irrigation system controllers  |             |            |              | Inspect/Service                                   |                                 | Annually               |   | Licenced Contractor   | 15  |   | X  |   |      |      |      | X  |      |      |      |      | X    |      |      |      |  |
| Replace/refurbish garden mulch  |             |            |              | Routine   |                                 | Annually               |   | OC  | As required   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Maintain/replace garden edging  |             |            |              | Routine   |                                 | Annually               |   | OC  | 25  |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| TOILET  |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Maintain/replace door closer  |             |            |              | Routine   |                                 | Annually               |   | OC  | 20  |   |  |   |      |      |      |  |      |      |      | X    |      |      |      |      |  |
| Repaint walls   |             |            |              | Routine   |                                 | Annually               |   | OC  | 10  |   | X  |   |      |      |      |  |      |      |      |      | X    |      |      |      |  |
| Maintain floor tiling   |             |            |              | Routine/Safety                                    |                                 | Annually               |   | OC  | 40  |   |  | X   |      |      |      | X  |      |      |      |      |      | X    |      |      |  |
| Maintain/replace external door  |             |            |              | Routine   |                                 | Annually               |   | OC  | 25  |   |  |   |      |      |      |  |      |      |      |      |      |      |      | X    |  |
| Replace toilet & basin  |             |            |              | Routine/Safety                                    |                                 | Annually               |   | OC  | 20  |   |  |   |      |      |      |  |      |      |      | X    |      |      |      |      |  |
| Repaint ceiling   |             |            |              | Routine   |                                 | Annually               |   | OC  | 10  |   | X  |   |      |      |      |  |      |      |      |      | X    |      |      |      |  |
| FIRE PROTECTION SYSTEMS & EVACUATION  |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Maintain fire hose reels  |             |            |              | Compliance  | AS1851-2012                     | 6 monthly              |   | Licenced Contractor   | 14  |   |  |   |      | X    |      |  |      |      |      |      |      |      |      |      |  |
| Maintain/replace portable fire extinguishers  | CHUBB       |            |              | Compliance  | AS1851-2012                     | 6 monthly              |   | Licenced Contractor   | 5   |   |  | X   |      |      |      | X  |      |      |      |      |      | X    |      |      |  |
| Maintain/replace fire hydrant valve assemblies & seals  |             |            |              | Compliance  | AS1851-2012                     | 6 Monthly              |   | Licenced Contractor   | 30  | X   |  |   |      |      |      |  |      |      |      | X    |      |      |      |      |  |
| Maintain/overhaul sprinkler pumps   |             |            |              | Compliance  | AS1851-2012                     | Monthly                |   | Licenced Contractor   | 16  |   |  |   |      |      |      | X  |      |      |      |      |      |      |      |      |  |
| Review travel paths and exits   |             |            |              | Compliance  | AS1851-2012                     | 3 monthly              |   | OC  |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| LOBBIES   |             |            |              |   |                                 |                        |   |   |   |   |  |   |      |      |      |  |      |      |      |      |      |      |      |      |  |
| Repaint walls   |             |            |              | Routine   |                                 | Annually               |   | OC  | 10  |   |  | X   |      |      |      |  |      |      |      |      | X    |      |      |      |  |
| Repaint ceiling   |             |            |              | Routine   |                                 | Annually               |   | OC  | 10  |   |  | X   |      |      |      |  |      |      |      |      | X    |      |      |      |  |
| Maintain floor tiles  |             |            |              | Routine/Safety                                    |                                 | Annually               |   | OC  | 40  |   |  |   |      | X    |      |  |      |      |      |      | X    |      |      |      |  |

|   |  |                                 |                        |  |   |   |   |  |   |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
|---|--|---------------------------------|------------------------|--|---|---|---|--|---|--|-------------|-------------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|--|--|--|
|    |  |                                 |                        | <b>ACT MAINTENANCE PLAN</b>  |   |   |   |  |   |  |             |             |  |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
|   |  |                                 |                        | <b>Synergy Apartments - 3802 (Class A)</b>                               |   |   |   |  |   |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
|   |  |                                 |                        | <b>311 Flemington Road, Franklin, ACT 2914</b>                           |   |   |   |  |   |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
|   |  |                                 |                        | <b>Date of preparation of Initial Maintenance Plan - 2 December 2021</b> |   |   |   |  |   |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
| <b>ITEMS</b>  |  |                                 |                        | <b>Anticipated Inspection / Maintenance Requirements</b>                 |   |   |   |  | <b>Anticipated Capital Expenditure (Repair, Upgrade, Replacement)</b>                 |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
| <b>Location and Item Description</b>  | <b>Item Detail</b>                               | <b>Identifier</b>               | <b>Install Date</b>    | <b>Inspection Type</b>   | <b>Relevant Standard</b>  | <b>Inspection Frequency</b>   | <b>Date last Inspected/Maintained</b>                         | <b>Inspector</b>   | <b>Estimated Overall life (years)</b>   | <b>2021</b>  | <b>2022</b> | <b>2023</b> | <b>2024</b>   | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> | <b>2030</b> | <b>2031</b> | <b>2032</b> | <b>2033</b> | <b>2034</b> | <b>2035</b> |  |  |  |  |
| General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan) | Manufacturer name, model or Capacity where known | Serial number or ID where known | Where known or assumed | Prestart, installation, or ongoing - Inspect only or Inspect & Maintain  | Applicable Australian Standard, Regulation or Code where applicable | Required, likely, or anticipated frequency of inspection or maintenance | Date which last inspection, testing or repair was carried out | Company or person responsible for Inspection, testing or maintenance | Based on manufacturer recommendations or anticipated/expected life (where applicable) | Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |
|   |  |                                 |                        |  |   |   |   |  |   |  |             |             |   |             |             |             |             |             |             |             |             |             |             |             |  |  |  |  |



ACT MAINTENANCE PLAN

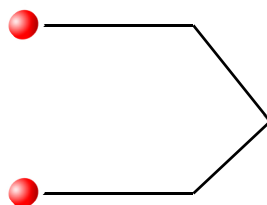
Synergy Apartments - 3802 (Class A)

311 Flemington Road, Franklin, ACT 2914



Date of preparation of Initial Maintenance Plan - 2 December 2021

| ITEMS   |  |                                 |                        | Anticipated Inspection / Maintenance Requirements                       |   |   |   |  | Anticipated Capital Expenditure (Repair, Upgrade, Replacement)                        |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|---|--|---------------------------------|------------------------|---|---|---|---|--|---|--|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Location and Item Description   | Item Detail                                      | Identifier                      | Install Date           | Inspection Type   | Relevant Standard   | Inspection Frequency  | Date last Inspected/Maintained                                | Inspector  | Estimated Overall life (years)  |  | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
| General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan) | Manufacturer name, model or Capacity where known | Serial number or ID where known | Where known or assumed | Prestart, installation, or ongoing - Inspect only or Inspect & Maintain | Applicable Australian Standard, Regulation or Code where applicable | Required, likely, or anticipated frequency of inspection or maintenance | Date which last inspection, testing or repair was carried out | Company or person responsible for inspection, testing or maintenance | Based on manufacturer recommendations or anticipated/expected life (where applicable) | Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| ROOF  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace guttering  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 35  |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |
| Maintain/replace downpipes  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 30  |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |
| Maintain metal roof fixings/flashings   |  |                                 |                        | Routine   |   | 5 yearly  |   | Licenced Contractor  | 50  |  |      |      | X    |      |      |      | X    |      |      |      |      |      | X    |      |      |
| STAIRWELL   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Repaint walls   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      |      | X    |      |      |      |
| Repaint ceilings  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      |      | X    |      |      |      |
| Repaint handrails   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  | X    |      |      |      |      |      |      |      |      |      |      | X    |      |      |      |
| Maintain/replace door closer  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 10  |  |      |      |      | X    |      |      |      |      |      | X    |      |      |      |      |      |
| Maintain floor tiles  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 40  |  |      |      |      |      | X    |      |      |      |      |      |      | X    |      |      |      |
| Maintain/replace carpet   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 12  |  |      |      | X    |      |      |      |      |      |      |      |      |      |      |      |      |
| SWIMMING POOL   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace pool pumps   | ZODIAC   |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 8   |  |      |      | X    |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace water chlorinator  | CHEMIGEM   |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 8   | X  |      |      |      |      |      |      | X    |      |      |      |      |      | X    |      |      |
| Maintain filter - replace sand  |  |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 2   | X  |      |      |      | X    |      |      | X    |      |      | X    |      |      | X    |      |      |
| Maintain/replace pool filter  | ZODIAC   |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 15  |  |      |      | X    |      |      |      |      |      |      |      |      |      |      |      |      |
| Repair/refurbish pool surface   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 40  |  |      |      |      |      |      |      |      |      |      |      | X    |      |      |      |      |
| Maintain/replace pool furniture   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 7   |  |      |      |      | X    |      |      |      |      |      | X    |      |      |      |      |      |
| Maintain/replace pool heater  | ZODIAC   |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 15  |  |      |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |
| Maintain pool concourse   |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 40  |  |      |      |      |      | X    |      |      |      |      |      |      | X    |      |      |      |
| Maintain pool pump fencing/gate   |  |                                 |                        | Routine   |   | Annually  |   | OC   | 35  |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      | X    |
| PLANT & EQUIPMENT   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace sewer/grey water pumps   |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  |      | X    |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace recirculating pumps  |  |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 15  |  |      |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |
| Maintain/replace gas hot water heaters  | RHEEM  |                                 |                        | Inspect/Service   |   | per Agreement   |   | Licenced Contractor  | 14  |  |      |      |      |      | X    |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace pressure tank  | GRUNDFOS   |                                 |                        | Inspect/Service   |   | Annually  |   | Licenced Contractor  | 20  | X  |      |      |      |      |      |      |      |      |      |      | X    |      |      |      |      |
| RECREATION AREA   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Maintain/replace outdoor furniture  |  |                                 |                        | Routine/Safety  |   | Annually  |   | OC   | 10  | X  |      |      |      |      | X    |      |      |      | X    |      |      |      | X    |      |      |
| Maintain/replace BBQ  |  |                                 |                        | Routine   |   | Annually  |   | OC   | 8   |  |      |      | X    |      |      |      | X    |      |      |      |      |      | X    |      |      |
|   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Inspection Types  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair                     |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Inspect/service - Inspect to ascertain operation is normal and rectify any issues   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
| Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard  |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|   |  |                                 |                        |   |   |   |   |  |   |  |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



The Owners UP 3802  
C/- LMM Solutions Pty Ltd  
PO Box 884  
Gungahlin ACT 2912

25 September 2024

Attention: MS Georgina Newhouse

Dear Georgina,

### Synergy Apartments – UP 3802 External Painting & Render Repairs

We advise tenders were sought from the following Contractors for the above works package:

1. Higgins Coatings
2. CPR Façade Upgrades
3. Glendening Painting
4. C&C Painting Group

All but C&C Painting have submitted quotation for consideration.

The tenders received were all very competitive as can be seen from the summary below:

|                      | Wise Choice Estimate | Higgins Coatings | CPR Façade Upgrades | Glendening Painting |
|----------------------|----------------------|------------------|---------------------|---------------------|
| Units 1 to 7         | \$87,670.00          | \$71,794.00      | \$72,696.00         | \$75,028.40         |
| Units 8 to 13        | \$82,420.00          | \$58,509.00      | \$63,960.00         | \$62,441.98         |
| Units 14 to 20       | \$86,440.00          | \$71,390.00      | \$75,740.00         | \$71,137.77         |
| Units 21 to 58       | \$185,780.00         | \$153,232.00     | \$195,150.00        | \$150,045.99        |
| Units 59 to 88       | \$145,045.00         | \$97,754.00      | \$154,415.00        | \$105,063.76        |
| Units 89 to 120      | \$176,095.00         | \$117,450.00     | \$181,568.00        | \$114,488.93        |
| External Works       | \$201,800.00         | \$182,312.00     | \$70,640.00         | \$194,864.43        |
| Sub Total – Excl GST | \$995,250.00         | \$794,777.00     | \$859,169.00        | \$863,536.26        |
| GST                  | \$99,525.00          | \$79,477.70      | \$85,916.90         | \$86,353.63         |
| TOTAL – Excl GST     | \$1,094,775.00       | \$874,254.70     | \$945,085.90        | \$949,889.89        |

From the above summary we consider Higgins Coatings to be offering the most competitive quotation for the works

We advise that the quotation received from Glendening Painting excluded render repairs to the courtyard walls and an adjustment has been made to their quotation for comparison purposes to the other quotations received. A more detailed summary of the quotations received set out below and copies of the quotations received and queries responded to by the above 3 Contractors can be provided if requested.

### Schedule of Rates

The following schedule of rates below outlines rates provided by the 3 companies for any variation work encountered.

| Schedule of Rates – Excl GST                     | Higgins Coatings                                   | CPR Façade Upgrades                             | Glendening Painting             |
|--|--|---|---------------------------------|
| Day Labour                                       | \$105/hr   | \$79/hr or \$99/hr requiring access equipment   | \$85/hr                         |
| Polyurethane joints up to 20mm wide              | \$100/lm or \$185/lm from rope access              | \$90/lm   | \$12/lm                         |
| Paint to walls & fascia                          | \$29.40/m2 ground access                           | \$64/m2   | \$30/m2 walls<br>\$15/m2 fascia |
| Rendering works up to 0.5m2                      | \$170/m2 ground access<br>\$880/m2 for rope access | \$140/m2 or \$240/m2 requiring access equipment | Not able to provide             |
| Fully paint any 'newly installed uncoated' doors | \$250 per door                                     | \$250 per door                                  | \$350 per door                  |

### Program

The program durations offered are as follows:

|  | Higgins Coatings | CPR Façade Upgrades | Glendening   |
|--|------------------|---------------------|--------------|
| Lead time from acceptance of quotation | 2 weeks          | 4 weeks             | 4 to 6 weeks |
| Duration of the works                  | 11 weeks         | 16 to 20 weeks      | 5 to 6 mths  |

The program durations offered by Higgins Coatings & CPR are similar but depending on the requirements of the EC, should Higgins Coating quotation be accepted it would be possible to have a majority of the works completed pre-Christmas.

No allowance has been included by any of the Contractors to move any outdoor furniture, pot plants, etc. that may be in the courtyards and or on the balconies of any of the apartments. Occupiers will need to be advised of the need to move such items to facilitate the works, otherwise delays and costs will be incurred.

A detailed program will be provided advising the dates that the works will be undertaken and hence when courtyards and balconies will need to be cleared and free of any obstructions.

Note also the entire façade of the complex will be cleaned with pressure washers prior to any repainting works and anything stored/located in courtyards and or on balconies will need to be moved by the Owners/Tenants and all windows fully closed to prevent any delay to the works proceeding and or any unwanted damage to items stored/located in courtyards and or on balconies, plus any water ingress into the apartments via windows left open and or ajar.

### Specification

The specification/methodologies have been confirmed with each tenderer as complying with the specification requirements provided by Dulux.

### Relevant Experience

All Contractors that submitted a quotation all have a proven track record in undertaking similar works over many years in the ACT. Wise Choice has no hesitation in any of these Contractors undertaking the External Painting works at the Synergy Apartments.

### Warranty

The warranty on the external paint is as noted in the Dulux specification and this warranty is for material costs only. The external façade paint has a warranty period of 10yrs. As stated by Higgins Coatings, to maintain the validity of the Dulux warranty the painted surfaces must be washed every 3 to 4 yrs.

We note both Higgins Coatings and CPR have offered an option for 'extended warranty' to cover the non-coverage of labour costs during the warranty period. The longevity of any finish is always subject to the extent of maintenance undertaken.

The warranty extension offered by Higgins Coatings includes for 40hrs of labour and materials to touch up any areas requiring attention in Years 2, 3, 5, 6, 7, 9 & 10 post repainting as well as a Building wash-down in years 4 & 8. This offer from Higgins is valued at \$94,855 subject to CPI adjustments.

The Aftercare extended warranty from CPR extends the paint warranty to 15yrs and the warranty on any façade repairs to 10yrs. The CPR warranty includes for a 3 yearly light pressure wash of the façade, 30 hours of labour and materials to address any concerns and or issues that arise with the façade of the buildings painted surfaces. The cost of this Aftercare extended warranty is \$44,500+GST with the first instalment due in 2028 and then every 3 yrs after. This instalment indexed by 5%, hence cost payable in 2031 as advised by CPR is \$46,725+GST. The Aftercare warranty charge would also apply in years 2034 & 2037 and hence the total cost of the Aftercare period for Synergy is expected to be \$191,800.56+GST.

| Extended Warranty          | Higgins Coatings | CPR Façade Upgrades |
|----------------------------|------------------|---------------------|
| Year 1 (2025)              | Included         | Included            |
| Year 2 (2026)              | \$4,699          | -                   |
| Year 3 (2027)              | \$4,699          | -                   |
| Year 4 (2028)              | \$30,981         | \$44,500            |
| Year 5 (2029)              | \$4,699          | -                   |
| Year 6 (2030)              | \$4,699          | -                   |
| Year 7 (2031)              | \$4,699          | \$46,725            |
| Year 8 (2032)              | \$30,981         | -                   |
| Year 9 (2033)              | \$4,699          | -                   |
| Year 10 (2034)             | \$4,699          | \$49,061            |
| Year 13 (2037)             |                  | \$51,514            |
| <b>Total excluding GST</b> | <b>\$94,855</b>  | <b>\$191,800</b>    |

We recommend that Owners Corporation consider this optional cost noting that should this option not be included that it will be required to undertake a Building Wash every 3 to 4 yrs to maintain the validity of the Dulux warranty and also noting that the warranty offered by Dulux excludes labour costs necessary to reapply paint to any areas subject to a warranty claim. It is assumed that the building will have already been washed down at some time the past and hence the likely cost of a building wash should be known and hence able to be



assessed against this extended warranty offer. The extended warranty also includes for necessary touch-ups in high wear locations.

### Recommendation

For this project we recommend the Owners Corporation engage Higgins Coatings for the External Repainting of the Synergy Apartments.

In addition to the tendered sum offered by Higgins Coatings, we recommend the following contingency allowances be allocated to these works over and above the tendered sum:

|                               |           |
|-------------------------------|-----------|
| Higgins Coatings - Tender Sum | \$794,777 |
|-------------------------------|-----------|

- |  |          |
|--|----------|
| ▪ Additional access equipment hire due to extended periods of inclement weather. | \$20,000 |
| ▪ Painting of newly installed doors  | \$5,000  |
| ▪ Latent condition Contingency allowance.  | \$30,000 |

|  |          |
|--|----------|
| Provision for Wise Choice administration and supervision of the works (estimate) | \$25,000 |
|--|----------|

|  |                  |
|--|------------------|
| <b>Total commitment to be approved by the Owners Corporation</b> | <b>\$874,777</b> |
|--|------------------|

All of the above figures are EXCLUDING GST

No allowance is included for any Certification and or Government Authority Fees.

Prior to works commencement, The Owners Corporation and Strata Manager will need to ensure adequate notice is provided to occupiers so that unencumbered access to the external façade, courtyard and balcony areas can be provided for Higgins Coatings to undertake their works without delay.

Higgins Coatings will provide a detailed program advising dates that the works will be undertaken and hence when courtyards and balconies will need to be cleared.

It should be noted that I will be retiring on the 18 December, so will not be in a position to support the project beyond that date.

Yours faithfully

A handwritten signature in black ink, appearing to read "Stephen Wise".

Stephen Wise

21 October 2024

The Owners - UP-3802  
c/- LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
Gungahlin, ACT 2912

Dear Secretary

**Your \$750,000.00 Multi Drawdown facility**

We are pleased to propose a funding facility of \$750,000.00 for the purposes outlined in the enclosed documents. With this letter, please find the required documents for your consideration.

**What you need to do**

If you wish to pursue this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of this letter (we may agree a longer period). You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have passed the required resolutions at a general meeting and provided evidence of this general meeting in the form of Schedule 1, page 13, signed by the people authorised by the general meeting;
4. You have approved the levies which will permit you to meet your financial obligations under this Funding Facility over the life of the facility as and when they become due and payable and have issued notices to the owners in respect of the first such levy payment;
5. The Facility Agreement has been executed by affixing the common seal of the Owners Corporation in the presence of the authorised witnesses (page 12); and
6. You have completed the Direct Debit Request Form (Schedule 2, page 14).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd  
Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Facility Agreement and notify you via email that your offer has been accepted. Subject to the terms of the facility, we will then lend to you each time you send us a completed Drawdown Instruction (Schedule 3, page 15).

**What you need to know**

If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.

Yours faithfully



**Paul Morton**  
CEO  
Lannock Capital 2 Pty Ltd



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Facility Agreement

Multi Drawdown Facility

**\$750,000.00**

Lannock Capital 2 Pty Ltd | ACN 153 391 283  
Australian Credit Licence No 412905  
Reference: 3.01  
© Copyright 2013  
Release Date: 12/11/13



# 1 Financial Table

| 1.1 Amount of Credit       |        |   |        |        |           |                         |   |   |   |   |           |               |        |        |        |        |        |
|----------------------------|--------|---|--------|--------|-----------|-------------------------|---|---|---|---|-----------|---------------|--------|--------|--------|--------|--------|
| Amount of Credit           |        | The maximum amount of credit under this Funding Facility is \$750,000.00.<br><br>The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.   |        |        |           |                         |   |   |   |   |           |               |        |        |        |        |        |
| To whom it is to be paid   |        | Each Advance will be paid to the Owners Corporation's bank account as specified in each Drawdown Instruction.   |        |        |           |                         |   |   |   |   |           |               |        |        |        |        |        |
| 1.2 Annual Percentage Rate |        |   |        |        |           |                         |   |   |   |   |           |               |        |        |        |        |        |
| Annual Percentage Rate     |        | <p>The Annual Percentage Rate in relation to each Advance will be the Variable Rate.</p> <p><b>Variable Rate:</b> The Variable Rate for an Advance will be the Strata Reference Rate that is applicable from time to time; plus the Variable Premium that is applicable at the time of the Advance for the Amount of Credit and the term of the Advance; plus a credit margin of 0.00%.</p> <p>The Variable Rate as at the Disclosure Date is:</p> <table><tr><td>Term of Advance (years)</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5 or more</td></tr><tr><td>Variable Rate</td><td>10.00%</td><td>10.00%</td><td>10.00%</td><td>10.00%</td><td>10.00%</td></tr></table> <p><b>Strata Reference Rate:</b> The Strata Reference Rate can be obtained by telephoning us during business hours. The Strata Reference Rate is an indicator rate that may vary daily in line with market and economic conditions.</p> <p>The Strata Reference Rate as at the Disclosure Date is 13.60%pa.</p> |        |        |           | Term of Advance (years) | 1 | 2 | 3 | 4 | 5 or more | Variable Rate | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| Term of Advance (years)    | 1      | 2   | 3      | 4      | 5 or more |                         |   |   |   |   |           |               |        |        |        |        |        |
| Variable Rate              | 10.00% | 10.00%  | 10.00% | 10.00% | 10.00%    |                         |   |   |   |   |           |               |        |        |        |        |        |

|   |   |
|---|---|
| <b>1.3 Calculation of Interest Charges</b>          |   |
| Maximum interest free period                        | There is no interest free period.   |
| Method of calculation of interest charges           | <p>We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate.</p> <p>For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except where the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid).</p> <p>Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).</p>   |
| Frequency of interest charges                       | Monthly.  |
| <b>1.4 Total Amount of Interest Charges Payable</b> |   |
| Total amount of interest charges payable            | Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.   |
| <b>1.5 Payments</b>                                 |   |
| Amount of each Payment                              | <p>Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to:</p> <ul style="list-style-type: none"> <li>(a) repay that Advance in full by Monthly instalments over the term selected by the Borrower in the Drawdown Instruction for that Advance; and</li> <li>(b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate.</li> </ul> <p>The formula that is used to calculate monthly repayments is:</p> $PMT = [A \times i \times (1 + i)^n] / [(1 + i)^n - 1]$ <p>Where:</p> <ul style="list-style-type: none"> <li>PMT = the monthly payment for the Advance;</li> <li>A = the amount of the Advance;</li> <li>i = the monthly interest rate applicable to the Advance; and</li> <li>n = the remaining term of the Advance in months.</li> </ul> <p>The variables in this formula are reset and the monthly payment recalculated as appropriate to reflect any changes in the applicable Annual Percentage Rate.</p> <p>During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.</p> |

|                              |   |
|------------------------------|---|
| Number of Payments           | Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the term selected by the Borrower for that Advance in the Drawdown Instruction, the Interest Only Period (if selected) and the frequency of Payments.  |
| Total amount of Payments     | Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and whether the Borrower requests an Interest Only Period.  |
| When Payments are to be made | <p>(a) The first Payment for an Advance is due in the First month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first.</p> <p>(b) Subsequent Payments for an Advance are due each following First month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.</p> |
| Frequency of Payments        | Monthly for each Advance.   |

## 1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account

| Fee / Charge                                 | When Payable  | Amount or Method of Calculation  |
|--|---|--|
| <b>1.6.1 Fees and charges</b>                |   |  |
| Line fee                                     | Monthly in advance from the day we advise the Borrower we have approved the Facility.   | \$0.00   |
| Loan approval fee                            | When we advise the Borrower we have approved the Facility.  | \$600.00   |
| Establishment fee                            | On the date of the first Advance.   | \$0.00   |
| Settlement fee                               | When the Borrower draws each Advance under the facility.  | \$0.00   |
| Audit certificate fee                        | When the Borrower requests us to provide information for the purposes of an audit of its accounts.  | \$50.00  |
| Document handling fee                        | When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document. | \$50.00  |
| Document handling out of pocket expenses fee | When we pay or are required to pay these expenses.  | The amount of all out-of-pocket expenses incurred by us for document handling. |
| Statement fee                                | When the Borrower requests us to provide an out-of-cycle or copy of a Statement   | \$50.00 per statement  |

|  |   |   |
|--|---|---|
| Valuation fee  | When we pay or are required to pay this fee.  | The amount which we reasonably incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.  |
| Legal costs and disbursements  | When we pay or are required to pay these costs and disbursements.   | The amount of legal costs and disbursements which we reasonably incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility. |
| Non-scheduled settlement date fee                                      | This fee is payable for each Advance made on a date other than a Preferred Settlement Date.   | \$250.00  |
| Direct Debit change of account fee                                     | This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.  | \$50.00   |
| Dishonour fee  | This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.  | \$50.00   |
| Arrears fee  | This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date:<br>(a) on or after the 7th day after the relevant Payment Date; and<br>(b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.  | \$50.00 (in addition to any interest which may accrue at the Default Rate)  |
| Fee for extending the Availability Period                              | This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.   | \$250.00  |
| Early payment fee  | This fee is payable by the Borrower at the same time that it makes an early Payment.  | \$0.00  |
| <b>1.6.2 Total Credit Fees and Charges to the extent ascertainable</b> |   |   |
| Total Credit Fees and Charges  | \$600.00. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times. Additional Credit Fees and Charges can become payable in the circumstances described above. |   |

|   |  |
|---|--|
| <b>1.7 Changes Affecting Interest, Payments and Credit Fees and Charges</b>   |  |
| <p>We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent.</p> <p>Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances.</p> <p>We may change the amount of the Payments for an Advance that is subject to a Variable Rate at any time without the Borrower's consent. We will notify the Borrower of any such change in accordance with clause 15 of the Terms and Conditions.</p> |  |
| <b>1.8 Statements of Account</b>  |  |
| Frequency of statements   | Quarterly or as agreed between you and us.   |
| <b>1.9 Default Rate</b>   |  |
| This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.   |  |
| Default Rate  | The Default Rate in relation to each Advance made under this Funding Facility will be the Annual Percentage Rate applicable to that Advance plus a margin of 4.00%pa. The Annual Percentage Rate is described in item 1.2 of this Financial Table. |
| How the Default Rate is applied   | We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.            |
| <b>1.10 Enforcement Expenses</b>  |  |
| Enforcement expenses reasonably incurred by us may become payable by the Borrower under this Funding Facility in the event of a breach by the Borrower. The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement, protection or waiver of any of our rights.   |  |
| <b>1.11 Date of Disclosure</b>  |  |
| Disclosure Date   | The information in this Facility Agreement is correct as at 21 October 2024.   |
| <b>1.12 Other Information</b>   |  |
| This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement, the Credit Guide and the Direct Debit Request Service Agreement, copies of which are attached to this Facility Agreement.   |  |

|                     |  |
|---------------------|--|
| <b>1.13 Parties</b> |  |
| Borrower            | The Owners - UP-3802, c/- LMM Solutions Pty Ltd, Level 1, 26 Thynne Street, Gungahlin, ACT 2912              |
| Credit Provider     | Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000. |

## 2 Other Details

|  |  |
|--|--|
| <b>2.1 Purpose of Funding Facility</b> |  |
| Purpose of Funding Facility            | The purpose of the Funding Facility is to assist the Borrower with working capital, to fund remedial works and to meet expenditure that it is permitted by law to incur. |
| Property                               | 311 Flemington Road, Franklin, ACT 2913  |

## 3 Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

## 4 Special Conditions

The following special conditions apply to the Funding Facility:

- (a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness, including in relation to the purpose of the Funding Facility or the capacity of the Borrower to make Payments; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information you provide and of which you are the author will be true and correct and you will tell us if you are aware that any other information is not correct. You authorise us to contact you and your members with information on our products and services. You agree that we may refer to the property and this funding in our marketing and promotions (including publishing images and text on our website and in newsletters and case studies). You agree to display (and authorise your contractor to display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.
- (b) You must (and you authorise any of your members and your Strata Manager to) provide us promptly upon our reasonable request prior to and during the term of any Advance:
  1. copies of your latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
  2. a copy of the certificate of title of the Property (if available) and any associated documents;
  3. copies of tax and other returns;
  4. copies of budgets and financial projections;

5. copies of valuation, architectural, engineering, building consulting and any other reports including but not limited to legal advice;
  6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting which approves this Funding Facility;
  7. a Purchase Certificate - s119 (ACT) certificate on any of the lots and a copy of your constitution, bylaws and other constituent documents and any licence, lease or other agreement regarding occupancy or use of the Property;
  8. a copy of the current of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
  9. names and contact details of current Members of its Committee including postal addresses, email addresses and phone numbers;
  10. an insurer's certificate or other acceptable evidence of its building and other insurances;
  11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
  12. information about any litigation either past, current or pending involving the Borrower;
  13. a copy of any applications or representations by or against the Borrower to government bodies, tribunals and courts;
  14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;
  15. a copy of any agreement between the Borrower and any contractor or provider of capital works or services which are the subject of this funding;
  16. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
  17. a copy of the appointment and delegation of the Strata Manager; and
  18. a copy of your maintenance plan, sinking fund plan and/or capital budget.
- (c) You must, if we reasonably request, invite us to attend any general meeting or Committee meeting, where the meeting proposes to deal with this Funding Facility, delays or changes to the capital works, the levying of contributions, the taking out of a loan or any matter that may impact your ability to discharge its obligations under the Funding Facility including your ability to meet Payments.
- (d) You must not:
- (i) incur any financial indebtedness other than under this Funding Facility or in the ordinary course of the your day-to-day operations; or
  - (ii) provide security or allow any other encumbrance to exist over your assets (both personal and common), without our prior written consent; or
  - (iii) seek to terminate the strata scheme without our prior written consent.
  - (iv) seek to terminate the strata scheme without or prior written consent.
- (e) If any of your details or circumstances change, for whatever reason, you must give us written notice within 14 days of the change taking effect, including, without limitation, if:
- (i) the Borrower changes its name or address;
  - (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
  - (iii) there is any change to the membership of the Committee or its office bearers;

- (iv) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
  - (v) the Property ceases to be insured as required by the Legislation;
  - (vi) any material detail in respect of the Property changes;
  - (vii) a notice of a general meeting to consider an application to a court or other body for termination of the strata scheme;
  - (viii) an application is made to a court or other body for termination of the strata scheme;
  - (ix) any Default occurs;
  - (x) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected; or
  - (xi) there is a material delay in the progress or a material change in scope or cost of the capital works which are the purpose of the funding.
- (f) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, you must give us written notice within 14 days of becoming aware of the proposal.
- (g) you represent and warrant that, as at the date of signing this Facility Agreement:
- (i) you have not granted security over any of your assets (including both personal and common property) other than those notified to us; and
  - (ii) the financial accounts (and any other financial information) provide an accurate reflection of your financial position.



Lannock Capital 2 Pty Ltd (ACN 153 391 283)  
by an authorised officer

Date: 21 October 2024

## Offer and Receipt

The Borrower has received a copy of this Facility Agreement, inclusive of the attached Terms and Conditions, the prescribed Information Statement, the Credit Guide and the Direct Debit Request Service Agreement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

| IMPORTANT  |   |
|--|---|
| BEFORE THE BORROWER SIGNS  | THINGS THE BORROWER MUST KNOW   |
| <ul style="list-style-type: none"> <li>• READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract.</li> <li>• The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT".</li> <li>• Fill in or cross out any blank spaces.</li> <li>• Get a copy of this contract document.</li> <li>• <b>Do not sign</b> this contract document if there is anything the Borrower does not understand.</li> </ul> | <ul style="list-style-type: none"> <li>• The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred.</li> <li>• The Borrower <b>does not</b> have to take out consumer credit insurance unless it wants to.</li> <li>• If the Borrower takes out insurance, the Credit Provider can not insist on any particular insurance company.</li> <li>• If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent.</li> <li>• If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.</li> </ul> |

Executed by the Borrower

**THE COMMON SEAL** of  
The Owners - UP-3802  
(the Borrower)  
was affixed to this Facility Agreement  
in the presence of:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Dated this.....day of.....20.....

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

|  |  |
|--|--|
| <b>Office Use Only:</b> The Credit Provider<br>accepts the Borrower's offer to borrow<br>in accordance with the terms of the<br>Facility Agreement | this.....day of.....20.....  |
|  | Lannock Capital 2 Pty Ltd (ACN 153391283) by an authorised officer |

# Schedule 1

## Certificate – General Meeting

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000

We hereby certify that at a duly convened meeting of the Members of The Owners - UP-3802 (the “**Owners Corporation**”) held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ the following resolutions were passed in accordance with all applicable rules and regulations affecting the Owners Corporation:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation’s obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation’s seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or
  - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$750,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone

Signed:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

Dated this.....day of.....20.....

## Schedule 2

### Direct Debit Request Form

#### Owners Corporation's Authority

By signing this document on behalf of The Owners - UP-3802 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 447531 (**Debit User**), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (Credit Provider) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (**Facility Agreement**). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

#### Details of the Borrower's Bank Account to be debited

Financial Institution Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account Name: \_\_\_\_\_

|             |  |  |  |   |  |  |  |                 |  |  |  |  |  |  |  |  |  |  |  |
|-------------|--|--|--|---|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|--|--|
| BSB Number: |  |  |  | - |  |  |  | Account Number: |  |  |  |  |  |  |  |  |  |  |  |
|-------------|--|--|--|---|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|--|--|

#### Borrower declaration

By signing this Direct Debit Request we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with the Borrower's financial institution and to instruct the Borrower's financial institution to debit its account as described above on its behalf;
- all information given to the Credit Provider is accurate and not misleading and we are aware that the Credit Provider is relying on it; and
- the Borrower will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date and making new direct debit arrangements on another account of the Borrower.

#### When signing this Direct Debit Request

- fill in or cross out any blank spaces;
- ensure that each required authorised signatory of the bank account signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

\_\_\_\_\_  
 Authorised Signatory

\_\_\_\_\_  
 Authorised Signatory

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Print name

Dated        /        /

Dated        /        /

## Schedule 3

### Drawdown Instruction

|     |
|-----|
| / / |
|-----|

*Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.*

Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Suite 18.01, Level 18, 227 Elizabeth Street  
SYDNEY NSW 2000

The Owners - UP-3802  
c/- LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
Gungahlin ACT 2912

***Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance***

To: Lannock Capital 2 Pty Ltd (Credit Provider)

**Facility Agreement dated** *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

|                      |  |   |
|----------------------|--|---|
| Amount of Advance    | \$   | <i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>  |
| Term of Advance      | _____ year/s   | <i>Insert the term for this Advance (from 1 to 15 years).</i>   |
| Interest Only Period | _____ year/s   | <i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 5 years).</i>  |
| Settlement Date      | <input type="checkbox"/> Next Preferred Settlement Date or | <i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i> |
|                      | <input type="checkbox"/> / /                               |   |

***Please initial this page and sign the next page***

**Need to contact Lannock?**  
**Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

## Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

| Owners Corporation Account Name | Corporation BSB | Corporation Account Number | Amount |
|---------------------------------|-----------------|----------------------------|--------|
|                                 |                 |                            | \$     |

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

\_\_\_\_\_  
 Secretary  
 (or other person authorised by the Meeting)

\_\_\_\_\_  
 Member  
 (or other person authorised by the Meeting)

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Print name

Dated            /        /

Dated            /        /

***Please sign here and initial the first page.***

***This page must be signed by the authorised representatives of the Borrower.***

**Need to contact Lannock?  
 Call 1300 85 15 85**

Drawdown Instruction page 2 of 2

## Schedule of Attachments

Attachment “**A**” – Terms and Conditions

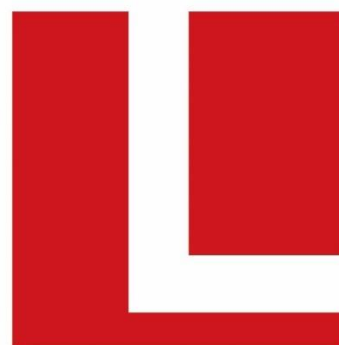
Attachment “**B**” – Prescribed Notice

Attachment “**C**” – Credit Guide

Attachment “**D**” – Direct Debit Request Service Agreement

# Attachment A

## Terms and Conditions



# Terms and Conditions

**PLEASE NOTE:** These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement and the prescribed notice.

## 1 Interpretation

### 1.1 Words with special meanings

In this Funding Facility:

**“Account”** means any account we open in the name of the Borrower for the purposes of this Funding Facility.

**“Advance”** means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

**“Amount of Credit”** means the amount of credit specified in the Facility Agreement.

**“Availability Period”** means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

**“Balance”** means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

**“Borrower”** means the borrower specified in the Facility Agreement.

**“Committee”** means the committee appointed in relation to the Borrower in accordance with the Legislation.

**“Credit Fees and Charges”** means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

**“Credit Legislation”** means:

- the National Credit Code, enacted under Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

**“Credit Provider”** means the person specified as the "Credit Provider" in the Facility Agreement.

**“Daily Balance”** means the Balance of an Account at 3.00pm on a day.

**"Default"** means an Event of Default or a Potential Event of Default.

**"Direct Debit"** means a payment made directly from an account in accordance with a Direct Debit Request Form.

**"Direct Debit Request Form"** means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

**"Disclosure Date"** means the disclosure date specified in the Facility Agreement.

**"Drawdown Instruction"** means a written request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

**"Event of Default"** means any event specified in Clause 13.2.

**"Facility Agreement"** means the document titled "Facility Agreement" which details some of the terms and conditions on which the Borrower offers to the Credit Provider to enter into this Funding Facility.

**"Final Drawdown Date"** means the date 24 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

**"Funding Facility"** means the contract the Borrower makes with us when we accept the Borrower's offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.

**"Government Transaction Charges"** means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

**"Insolvency Event"** means, in relation to the Borrower, something that reasonably indicates that there is a significant risk that the Borrower can not, or will become unable to, pay its debts as they fall due. This includes each of the following:

- (a) the Borrower is liquidated or dissolved, or a step is taken to liquidate or dissolve the Borrower;
- (b) a liquidator or a provisional liquidator of the Borrower is appointed, or steps have been taken to appoint a liquidator including, but not limited to:
  - (i) an order or an application being made for its liquidation; or
  - (ii) an effective resolution being passed or meeting summoned or convened to consider a resolution for its liquidation;
- (c) the Borrower gives or attempts to give a creditor a preference or advantage over any other creditor;
- (d) a floating charge over any of the Borrower's assets or undertakings become fixed;
- (e) a security over any of the Borrower's assets or undertakings becomes enforceable or is enforced;
- (f) the Borrower enters or proposes to enter into any form of composition or arrangement with any of the Borrower's creditors;
- (g) the Borrower becomes subject to a deed of company arrangement;
- (h) execution or distress is levied against any of the Borrower's income or assets;
- (i) a notice is given to the Borrower that it is about to be struck off as a defunct or deregistered entity;
- (j) the Borrower is unable to pay its debts when due within the meaning of any law applicable to the Lender;

- (k) the Borrower takes a step to gain protection from any creditors, or are granted protection from any creditors, under any legislation, or a trustee or administrator is appointed to or in respect of the Borrower;
- (l) the Borrower becomes an insolvent under administration as defined in an applicable law;
- (m) an administrator or 'controller' (as defined in the Corporations Act 2001 (Cth)) is appointed, or any steps have been taken to appoint an administrator or 'controller', with respect to the Borrower or in relation to any of the Borrower's income, rights or assets;
- (n) it stops or suspends payment to all or a class of creditors generally; or
- (o) an analogous or equivalent event to any listed above occurs in any jurisdiction.

**"Interest Only Period"** means, in respect of an Advance, the term that Payments will be in the nature of interest only.

**"Law"** means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

**"Legislation"** means the legislation governing the establishment and administration of strata title in the Borrower's State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

**"Manager"** means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

**"Market Disruption Event"** occurs if the Borrower receives notification from the Credit Provider that, as a result of circumstances affecting financial markets, credit markets, the Credit Provider's source of funding or the economy, and whether or not those circumstances and their effect on the Credit Provider's cost of funds subsist on the date of this Funding Facility:

- (a) the cost to it of funding any Advance exceeds the Variable Rate; or
- (b) the Credit Provider is unable to fund or continue funding an Advance.

**"Maximum Interest Only Period"** means 5 year/s, unless we agree otherwise in writing.

**"Maximum Term"** means 15 year/s, unless we agree otherwise in writing.

**"Minimum Term"** means 1 year/s, unless we agree otherwise in writing.

**"Normal Working Day"** means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower's State or Territory.

**"Payment"** means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

**"Payment Date"** means a date on which a Payment is due to be made, as specified in the Facility Agreement.

**"Potential Event of Default"** means any thing which would become an Event of Default on the giving of notice (whether or not notice is actually given), the expiry of time, the satisfaction or non-satisfaction of any condition, or any combination of the above, provided that the Potential Event of Default is at the relevant time both objectively likely to occur and if it occurred would present a risk that is material to the Credit Provider in accordance with clause 13.2.

**“Preferred Settlement Date”** means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

**“Property”** means the property specified in the Facility Agreement.

**“Purpose”** means the purpose as described in Clause 2.1 of the Facility Agreement.

**“Settlement Date”** means a date when an Advance is made by us and is debited to an Account.

**“Strata Reference Rate”** means the strata reference rate referred to in the Facility Agreement. The Strata Reference Rate is an indicator lending rate determined by the Credit Provider. It may vary daily based on market and economic conditions.

**“Terms and Conditions”** means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

**“Variable Premium”** means, in respect of the amount and term of an Advance, the premium for that amount and term set out in Schedule 1, as amended by us from time to time. The Variable Premium applicable to an Advance will not change once that Advance has been made.

**“Variable Rate”** means the variable rate specified in the Facility Agreement.

**“we”** means the entity specified as the Credit Provider in the Facility Agreement and “us” and “our” and similar parts of speech have corresponding meanings.

**“you”** means the entity specified as the Borrower in the Facility Agreement and “your” and “you’re” and similar parts of speech have corresponding meanings.

## **1.2 General interpretation**

In this Funding Facility:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to the Credit Provider, “we”, “us”, “our” and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 17.1 to perform functions in respect of this Funding Facility;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

### 1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

### 1.4 Limitation on trustee's liability

- (a) A liability arising under or in connection with this Funding Facility or any other document or agreement referred to in this Funding Facility (each such document a "**Relevant Document**") can be enforced against us only to the extent to which it can be satisfied out of property of the Trust out of which we are actually indemnified for the liability. This limitation of our liability applies despite any other provision of this Funding Facility (except clause 1.4(c) or any Relevant Document and extends to all our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Relevant Document.
- (b) No person, including any party to this Funding Facility, may sue us in our personal capacity or seek the appointment of a liquidator, administrator, controller, receiver or similar person to us as Trustee or prove in any liquidation, administration or arrangement of or affecting us as Trustee.
- (c) The provisions of this clause 1.4 do not apply to any of our obligations or liability to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of duty.
- (d) We are not obliged to enter into any commitment or obligation in addition to our obligations under any Relevant Document unless our liability is limited in a manner satisfactory to us in our absolute discretion.
- (e) All of the terms, clauses and conditions of this Funding Facility and each Relevant Document are subject to this clause 1.4.

### 1.5 Limit on our liability to the Borrower

- (a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence, or that of our officers, employees or agents. This is subject to clause 17.4.
- (b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the Trust.

### 1.6 Terms defined in legislation

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

### 1.7 Timing

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

### 1.8 Capacity of Borrower

By signing this Funding Facility, Direct Debit Request Form and / or Drawdown Instruction, the signatory of the Borrower holds themselves out to have full and proper authority to legally bind the Borrower on the terms set out in the relevant document.

## 2 Conditions to be satisfied before the Facility is made available

### 2.1 General conditions

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

- (a) we have accepted the Borrower's offer to enter into this Funding Facility;
- (b) the Borrower has provided evidence satisfactory to the Credit Provider that its members:
  - (i) held a general meeting during which all documents comprising this Funding Facility, including the [Information Memorandum], were tabled and discussed by the members; and
  - (ii) passed a resolution in the appropriate form, and involving the approval of the requisite number of its members to make it binding, approving the following:
    - (A) the Amount of Credit to be provided by the Credit Provider;
    - (B) the Purpose;
    - (C) the raising of levies on an annual basis to meet any and all Payments as they become due and payable;
- (c) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;
- (d) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;
- (e) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider;
- (f) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction; and
- (g) nothing has occurred to the Borrower or the Property since the Borrower applied for the Funding Facility which has or may have led or could lead to a material adverse change in the Borrower's financial position, the condition of the Property or the nature and scope of any works that would be required to be undertaken on the Property to rectify issues with it, and which is material to our decision as to whether to provide or continue to provide the Funding Facility.

### 2.2 When we may refuse to lend

We may refuse to make an Advance under this Funding Facility if, at any time:

- (a) there occurs any event or circumstance which in our reasonable opinion may detrimentally alter the Borrower's financial position or which may reduce the value of the Property, in either case to such a material extent that (acting reasonably) we would have rejected the application for lending if that default had occurred before our lending decision or which may materially impact completion of the Project;
- (b) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility and is of such materiality as to reasonably affect our lending decision;
- (c) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon and is of such materiality as to reasonably affect our lending decision;
- (d) we (acting reasonably in respect of our legitimate interests as a lender) are not satisfied with any documents, materials or information provided to us in respect of the Borrower either at the time of making our decision or subsequent to that decision;
- (e) there is a disruption in credit markets that means we are unable to obtain funds under reasonably suitable terms and conditions;
- (f) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;

- (g) the Drawdown Instruction does not meet the requirements of this Funding Facility;
- (h) the Final Drawdown Date has passed and has not been extended by us;
- (i) a Market Disruption Event occurs;
- (j) a Default is subsisting; or
- (k) costs to complete the Purpose exceed the unused portion of the Amount of Credit, for so long as the associated cost overrun or cost to complete is not remedied to the Credit Provider's satisfaction.

### **2.3 Consequences of refusing to lend**

If we refuse to lend, and that refusal is in accordance with our rights under this Facility Agreement, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

### **2.4 Increases in Credit Fees and Charges**

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date, then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

## **3 Provisions applying to the Funding Facility**

### **3.1 Opening an Account**

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

- (a) each amount we lend under the relevant Advance on the day we lend that amount; and
- (b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

### **3.2 Amount of Credit**

The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.

### **3.3 What the Borrower can borrow the Amount of Credit for**

The Borrower may only use the Amount of Credit for the Purpose and not for any other purpose.

### **3.4 How the Borrower borrows under this Funding Facility**

- (a) The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.
- (b) The proceeds of each Advance will be paid to the Owners Corporation bank account as specified in each Drawdown Instruction, for application and payment to the parties identified in the Drawdown Instruction and no other person.

### **3.5 Borrower's undertakings in relation to this Funding Facility**

The Borrower undertakes to:

- (a) on an annual basis, raise levies to meet all Payments as they become due and payable in the following period; and
- (b) diligently pursue any outstanding levies including taking all action available to the Borrower to recover the outstanding levies in full.

## **4 Drawdown**

### **4.1 Availability**

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

- (a) the Credit Provider has received, not later than 5.00pm on the fifth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and
- (b) the Borrower has complied with all its obligations under the Funding Facility and no Default has occurred that has not been remedied or waived by the Credit Provider in writing.

### **4.2 Requirements of Drawdown Instructions**

A Drawdown Instruction must:

- (a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;
- (b) be signed by the authorised representatives of the Borrower as provided in Schedule 1 of this document;
- (c) specify:
  - (i) the requested date of the Advance;
  - (ii) the requested amount of the Advance;
  - (iii) the requested term of the Advance;
  - (iv) if an Interest Only Period is made available by us, the requested term of that Interest Only Period;
  - (v) that the Advance is within the permitted purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;
  - (vi) that the Advance is duly authorised by the Borrower; and
  - (vii) such other details as are from time to time reasonably requested by the Credit Provider; and
- (d) be accompanied by:
  - (i) a copy of each tax invoice that has been paid or will be paid or partly-paid by the Advance ; and
  - (ii) such other documents as are from time to time reasonably requested by the Credit Provider.

### **4.3 Limitation of Drawdown Instructions**

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

- (a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;
- (b) the Borrower has failed to raise levies or the Borrower has insufficient funds to make the Payments that will become due and payable under this document;
- (c) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);
- (d) the requested term of the Advance is greater than the Maximum Term;
- (e) the requested Interest Only Period (if made available by us) of the Advance is greater than half of the term of the Advance;
- (f) the Drawdown Instruction does not otherwise comply with this Funding Facility; or
- (g) a Default is subsisting.

### **4.4 Drawdown Instructions Irrevocable**

A Drawdown Instruction that complies with clauses 4.1, 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

#### **4.5 Extension of Availability Period**

- (a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.
- (b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.
- (c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.
- (d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

### **5 Annual Percentage Rate**

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

### **6 Calculation of Interest**

#### **6.1 Daily percentage rates**

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

#### **6.2 Calculation of interest charges**

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

#### **6.3 Interest on judgments**

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

#### **6.4 Credit balance**

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

### **7 Interest Charges**

#### **7.1 When we will debit interest charges**

Interest charges will be debited to each Account in accordance with the Facility Agreement.

#### **7.2 Other times we may debit interest charges**

Interest charges may also be debited to an Account at the following times:

- (a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;
- (b) on the day the last Payment for an Account is due; and/or
- (c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

### **7.3 Effect of debiting of interest charges**

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

### **7.4 Calculation of interest charges to be debited**

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

## **8 Fees and Charges**

### **8.1 Fees and charges the Borrower must pay**

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

### **8.2 Debiting of fees and charges**

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

### **8.3 Payment of fees and charges**

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. Any delay by us in charging the fee or charge does not absolve the Borrower of the requirement to pay the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the Credit Fee or Charge is paid when due.

### **8.4 When the Borrower must pay fees and charges**

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

### **8.5 Government Transaction Charges**

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

### **8.6 Non-acceptance of offer or termination of Funding Facility**

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason other than us exercising a discretion to terminate the Facility Agreement without cause in circumstances where there is no Market Disruption Event.

### **8.7 Approval fee**

The Credit Fees and Charges set out in the Facility Agreement may include an approval fee.

### **8.8 Establishment fee**

The Credit Fees and Charges set out in the Facility Agreement may include an establishment fee.

### **8.9 Arrears fee**

Any arrears fee payable by the Borrower, as specified in Clause 1.6.1 of the Facility Agreement, will be in addition to any interest which may accrue at the Default Rate.

## **8.10 Valuation**

The Borrower acknowledges and agrees that if an Event of Default occurs or if at any time in the reasonable assessment of the Credit Provider the Amount of Credit divided by the aggregate market value of the lots that comprise the strata scheme exceeds 15%, the Credit Provider may obtain a valuation of the Property at the cost of the Borrower who is required to pay the valuation fee in accordance with clause 1.6.1 of the Facility Agreement.

## **8.11 Enforcement expenses**

The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement or protection of any of our rights, including if we subsequently waive those rights.

# **9 Statement of Account**

## **9.1 What we can debit to an Account**

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

## **9.2 Effect of debiting of amounts**

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

## **9.3 When we will give statements of account**

We will provide the Borrower with statements of account every 3 months or such other period as we agree.

# **10 Payments**

## **10.1 Amount the Borrower owes us**

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

## **10.2 Payments**

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

## **10.3 Final Payment of an Account**

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

## **10.4 How the Borrower must make payments**

Payments are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and
- (c) to us or as we direct.

## **10.5 Direct Debit service agreement**

### **10.5.1 The Borrower's Direct Debit obligations**

The Borrower must:

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);
- (c) ensure there are sufficient clear funds available in the relevant account to meet each authorised Direct Debit on its due date;
- (d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;
- (e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and
- (f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

### **10.5.2 The terms of the Borrower's Direct Debit arrangements**

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

- (a) each Payment on the relevant Payment Date;
- (b) any amounts payable under this Funding Facility when they are due; and
- (c) such other amounts at such other times as authorised by the Borrower from time to time.

### **10.5.3 Variation or cancellation of Direct Debit arrangements**

- (a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.
- (b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

### **10.5.4 Stopping Direct Debits**

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

### **10.5.5 Disputed Direct Debits**

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

### **10.5.6 Debit days not Normal Working Days**

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

### **10.5.7 Dishonour by the Borrower's financial institution**

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

#### **10.5.8 Indemnity**

Subject to clause 10.5.9, you indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

#### **10.5.9 Exclusion from Indemnity**

The indemnity you give under clause 10.5.8 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

#### **10.5.10 Confidentiality**

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- (a) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);
- (b) we receive the Borrower's permission to release those details; or
- (c) we are required to disclose such details by Law.

### **10.6 When the Borrower gets credit**

We do not treat a payment as made until we credit it to an Account.

### **10.7 How we apply payments**

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

### **10.8 Effect of numerous Accounts or other credit contracts**

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

### **10.9 No set-off or counterclaim**

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

## **11 Waiving our Rights**

We can waive any of our rights under this Funding Facility.

## 12 Early Payment

You may make an early payment if:

- (a) The amount of any individual early payment is greater than \$25,000.00, or
- (b) The amount is equal to the whole of the Balance of an Account.

If you repay the whole of the Balance of an Account, you must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the early payment fee provided for in the Facility Agreement.

Payments of any other amounts will, in our absolute discretion, either be retained but not credited to the Account until it becomes payable under this Funding Facility or refunded. We will inform you promptly after becoming aware that a Payment has been made early.

## 13 Default

### 13.1 Default Rate may apply

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

### 13.2 When the Borrower will be in default

The Borrower will be in default under this Funding Facility if:

- (a) it does not pay any amount payable under this Funding Facility by its due date for payment and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (b) the Borrower terminates or varies, or steps are taken to terminate or vary, the strata scheme including, without limitation, a meeting being called by the members of the Borrower for that purpose, resolutions being passed to effect such variation or termination, or an application being made for the relevant court order;
- (c) it fails to provide information reasonably required by us for the purposes of the Funding Facility and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (d) the members of the Borrower pass a resolution which reduces the amount of levy payments previously approved to meet the financial obligations of the Borrower under this Funding Facility without our prior written consent;
- (e) it breaches any other material provision of this Funding Facility;
- (f) it uses the proceeds of an Advance under the Funding Facility for anything other than the Purpose;
- (g) the assets of the Borrower or the Property are dealt with, without our consent, in breach of this Funding Facility;
- (h) it is in default under any other credit contract it has entered into with us;
- (i) it ceases to comply with the requirements of any Law or any requirement of a statutory authority or any requirements on the Borrower, including in relation to insurance of the Property;
- (j) a material number of lot owners, being no less than 25% of the total number of lot owners, are more than 30 days in arrears in paying their levies as they become due and payable and this is not remedied within 60 days;
- (k) any event or series of events results in the property of Borrower's strata scheme not being habitable or which is otherwise likely, in the reasonable opinion of the Credit Provider, to affect the lot owners' ability or willingness to pay levies already approved;

- (l) we believe on reasonable grounds that we were induced by fraud by the Borrower or by a person for whom the Borrower is responsible to enter this Funding Facility or the Borrower gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission);
- (m) a security interest it has given is enforced;
- (n) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days;
- (o) an Insolvency Event occurs;
- (p) enforcement proceedings are taken against the Borrower or its assets, by another creditor for an amount in excess of \$5,000.00 times the number of lots in the Property and the proceedings are not stayed or dismissed within 14 days of the proceedings commencing;
- (q) a cost overrun occurs, or the cost to complete exceeds, and continues to exceed, the unused portion of the Amount of Credit t, for so long as that Cost Overrun or Cost to Complete is not remedied to the credit provider's satisfaction;
- (r) there is a delay in works greater than 30 days, whether caused by contractors, extraneous circumstances or due to request by the Borrower; or
- (s) all or any part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law;

provided however, than an event under this clause 13.2 that does not relate to the failure by the Borrower to pay money to us is not taken to be default unless it presents a risk which is material to us, which will only be the case if the event by its nature is material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- (i) the Borrower's ability to meet its financial obligations to us (or our ability to assess this); or
- (ii) our legal or reputational risk.

### 13.3 Effect of default

If the Borrower is in default under clause 13.2, and either:

(A) If the default can be remedied:

- (i) The Credit Provider has given the Borrower a written notice stating what the default is and requesting the Borrower remedy the default; and
- (ii) The Borrower has not remedied the default within 30 days (or such longer period required by Law or allowed in the notice) of receipt of the notice, or if it has been remedied in that period but a further default of the same kind has occurred in that period and is continuing at the end of that period; or

(B) If in the reasonable opinion of the Credit Provider, the default cannot be remedied and the Credit Provider has given the Borrower a notice stating what the default is, then we may do any or all of the following:

- (a) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;
- (b) cancel any obligation we have to provide any further Advances under this Funding Facility; and
- (c) exercise any and all of our rights under this Funding Facility.

### **13.4 When Balance is due**

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

### **13.5 Enforcement expenses**

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

### **13.6 When the Borrower must pay enforcement expenses**

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default of the Borrower unless caused by our fraud, willful default or gross negligence or that of our officers, employees or agents. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

### **13.7 Indemnities**

The Borrower shall indemnify us against any cost, expense, loss or liability (including legal fees) reasonably incurred by us as a result of or in connection with:

- (a) the Borrower being in default; or
- (b) investigations we carry out because we reasonably believe the Borrower is in default; or
- (c) any enquiry, investigations, claims, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Funding Facility; or
- (d) any action which we may need to take (acting reasonably) to exercise or preserve any of our rights, powers or remedies under this Funding Facility.

### **13.8 Exclusion from Indemnity**

The indemnity you give under clause 13.7 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

## **14 Certificates about this Funding Facility**

### **14.1 Certificates issued on the Borrower's behalf**

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

## **15 Changes and Notices**

### **15.1 Changes to interest rates**

- (a) We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent. In doing so we must act reasonably and in accordance with our legitimate business interests. Changes to the Strata Reference Rate will be made in response to changes in our costs of operating our business, including wholesale funding costs, and will apply equally to all loans affected by our Strata Reference Rate. Changes to the Variable Premium may be specific to the Borrower's circumstances but will be based on objective matters concerning our risk in lending to the Borrower. Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances. Any change to the Variable Premium will affect the Variable Rate in respect of all Advances made after the change has taken effect.

To the extent any change referred to in clause 15.1(a) affects an obligation of the Borrower at the time we make the change, we will notify the Borrower:

- (i) if we increase the Strata Reference Rate, in writing or in any other way the Law allows no later than the day on which the change takes effect; and
- (ii) if we reduce the Strata Reference Rate, before or when we send the Borrower the next statement of account after the change takes effect.

### **15.2 Changes to Payments**

We may change the amount of the Payments without the Borrower's consent. If a change increases the amount of the Payments, we must notify the Borrower not later than 20 days before that change takes effect. If a change reduces the amount of the Payments, we will notify the Borrower before or when we send the Borrower the next statement of account after the change takes effect. Usually, we would do so in response to a change to interest rates, a change to our internal systems, or to ensure that each Advance and associated interest, fees and charges will be repaid by the relevant Payment Date.

### **15.3 Notices**

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

## **16 Governing Law**

### **16.1 Choice of Law**

This Funding Facility is subject to the Laws of the Australian State or Territory in which the Property is situated.

### **16.2 Submission to jurisdiction**

The Borrower submits to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Funding Facility and the proper jurisdiction of any other court.

## **17 General**

### **17.1 Appointment of agents and others**

- (a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 17.1(a) and their employees.

### **17.2 Assignment**

- (a) We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.
- (b) The Borrower must not transfer or assign any of its rights and obligations under this Funding Facility without the prior written consent of the Credit Provider.

### **17.3 Consistency with Laws**

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

### **17.4 Credit Legislation**

- (a) This clause 17.4 applies only to the extent this agreement is regulated by the Credit Legislation.
- (b) This Funding Facility does not:
  - (i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;
  - (ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or
  - (iii) give us any right which is prohibited by the Credit Legislation,

but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

### **17.5 Variations**

- (a) Except as provided for in Clause 15 of these Terms and Conditions and Clause 1.1 of the Facility Agreement (Amount of Credit), a variation of any term of this Funding Facility must be in writing and signed by the parties; and
- (b) Our powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Credit Provider.

### **17.6 Waivers**

No failure to exercise and no delay in exercising any of our powers operates as a waiver. No waiver of a power is effective unless made in writing.

## Schedule 1 – Variable Premium as at the Disclosure Date

| Term of Advance (years) | 1      | 2      | 3      | 4      | 5 or more |
|-------------------------|--------|--------|--------|--------|-----------|
| Variable Premium        | -3.60% | -3.60% | -3.60% | -3.60% | -3.60%    |



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Attachment B

## Information Statement

Prescribed Notice



## Information Statement

### THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of The Owners - UP-3802 (the "Borrower") and its Credit Provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the Credit Provider and, if you still have concerns, the Financial Ombudsman Service, or get legal advice.

## The Contract

### 1 How can the Borrower get details of the proposed credit contract?

The Credit Provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before:

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first. The precontractual statement is contained in the Facility Agreement.

### 2 How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the Credit Provider, the Borrower must be given a copy to keep.

Also, the Credit Provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

### 3 Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the Credit Provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

### 4 Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the Credit Provider the amount required to pay out the credit contract on the day it wishes to end the contract.

## **5 How can the Borrower find out the pay out figure?**

The Borrower can write to the Credit Provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The Credit Provider must give the Borrower a statement within 7 days after it gives a request to the Credit Provider. The Borrower may be charged a fee for the statement.

## **6 Will the Borrower pay less interest if it pays out the contract early?**

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the Credit Provider to charge one) and other fees.

## **7 Can the contract be changed by the Credit Provider?**

Yes, but only if the contract says so.

## **8 Will the Borrower be told in advance if the Credit Provider is going to make a change in the contract?**

That depends on the type of change. For example:

- the Borrower will get at least same day notice for a change to the annual percentage rate. That notice will be a written notice to the Borrower, or a notice published in a newspaper.
- the Borrower will get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by the Credit Provider;
- except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

## **9 Is there anything the Borrower can do if it thinks that the contract is unjust?**

Yes. The Borrower should first talk to the Credit Provider. Discuss the matter and see if some arrangement can be come to.

If that is not successful, the Borrower may contact the AFCA scheme. The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at

Telephone: **1800 931 678 (free call)**  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on **1300 300 630** or through ASIC's website at <http://www.asic.gov.au>.

## 10 What does the Borrower do if it cannot make a payment?

Get in touch with the Credit Provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the Credit Provider to change the contract in a number of ways, for example:

- to extend the term of the contract and reduce the amount of each payment due under the account accordingly (without a change being made to the annual percentage rate or rates);
- extend the period of the contract and postpone during a specific period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates); or
- postpone during a specified period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates).

If the Borrower makes an application, the Credit Provider must, within 21 days after the day of receiving the application, give the Borrower a written notice that states whether or not the Credit Provider agrees to the changes. If the Credit Provider agrees, further written notice will be given within 30 days setting out the changes to the terms of the contract. If the Credit Provider does not agree to the changes it must inform the Borrower the reasons for not agreeing.

The borrower may contact the Credit Provider's external dispute resolution scheme:

Telephone: **1800 931 678 (free call)**  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001 Australia

The Australian Securities and Investments Commission (ASIC) also has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

## 11 What if the Credit Provider and the Borrower can not agree on a suitable arrangement?

If the Credit Provider refuses the Borrower's request to change the repayments, the Borrower can ask the Credit Provider to review this decision if the Borrower thinks it is wrong. If the Credit Provider still refuses the Borrower's request, the Borrower you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

## 12 Can the Credit Provider take action against the Borrower?

Yes, if the Borrower is in default under the contract. But the law says that the Borrower can not be unduly harassed or threatened for repayments. If the Borrower thinks it is being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### **13 Does the Borrower have any other rights and obligations?**

Yes. The law will give the Borrower other rights and obligations. The Borrower should also READ THE CONTRACT carefully.

**IF THE BORROWER HAS ANY COMPLAINTS ABOUT THE CREDIT CONTRACT, OR WANTS MORE INFORMATION, CONTACT THE CREDIT PROVIDER. THE BORROWER MUST ATTEMPT TO RESOLVE THE COMPLAINT WITH THE CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF THE BORROWER HAS A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE CREDIT PROVIDER THE BORROWER CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE THE BORROWER WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:**

**TELEPHONE:** 1800 931 678 (FREE CALL)  
**WEBSITE:** [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU)  
**EMAIL:** [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU)  
**IN WRITING TO:** AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY  
GPO BOX 3,  
MELBOURNE VIC 3001 AUSTRALIA

**THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC) ALSO HAS AN INFORMATION LINE: 1300 300 630. YOU CAN USE THIS NUMBER TO OBTAIN FURTHER INFORMATION ABOUT YOUR RIGHTS.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

# Attachment C

## Credit Guide



## Lannock Capital 2 Pty Ltd Credit Guide September 2012

Lannock Capital 2 Pty Ltd (we or us) provides in this Credit Guide information relevant to the following types of credit provided by us to strata titled corporations:

- Multi Drawdown Facility
- Insurance Premium Funding

This type of credit is referred to below as a Multi Drawdown Facility.

### **Inquiries, verification and assessments**

Prior to providing to the corporation any Multi Drawdown Facility, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Multi Drawdown Facility and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Multi Drawdown Facility is not suitable for the corporation.

The Multi Drawdown Facility will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Multi Drawdown Facility if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Multi Drawdown Facility which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Multi Drawdown Facility, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Multi Drawdown Facility is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Multi Drawdown Facility is made

## If you have a problem or dispute

### (a) Our service commitment

We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

### (b) How to contact us about a problem or dispute

There are a number of ways to contact us:

|                          |   |
|--------------------------|---|
| Telephone the office on: | <b>(02) 9357 5371</b>   |
| Email us at:             | <a href="mailto:clientservices@lannock.com.au">clientservices@lannock.com.au</a>                                  |
| Mail:                    | Customer Relations<br>Lannock Capital 2 Pty Ltd<br>Suite 18.01, Level 18, 227 Elizabeth Street<br>Sydney NSW 2000 |

### (c) How will the corporation's complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

### (d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to the AFCA scheme.

The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

|                |  |
|----------------|--|
| Telephone:     | <b>1800 931 678 (free call)</b>  |
| Website:       | <a href="http://www.afca.org.au">www.afca.org.au</a>                                   |
| Email:         | <a href="mailto:info@afca.org.au">info@afca.org.au</a>                                 |
| In writing to: | Australian Financial Complaints Authority<br>GPO Box 3<br>Melbourne VIC 3001 Australia |

You can also contact ASIC, the regulator, for information on **1300 300 630**. You can use this Information Line to make a complaint and obtain further information about your rights.



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Attachment D

Direct Debit Request  
Service Agreement



## Direct Debit Request Service Agreement

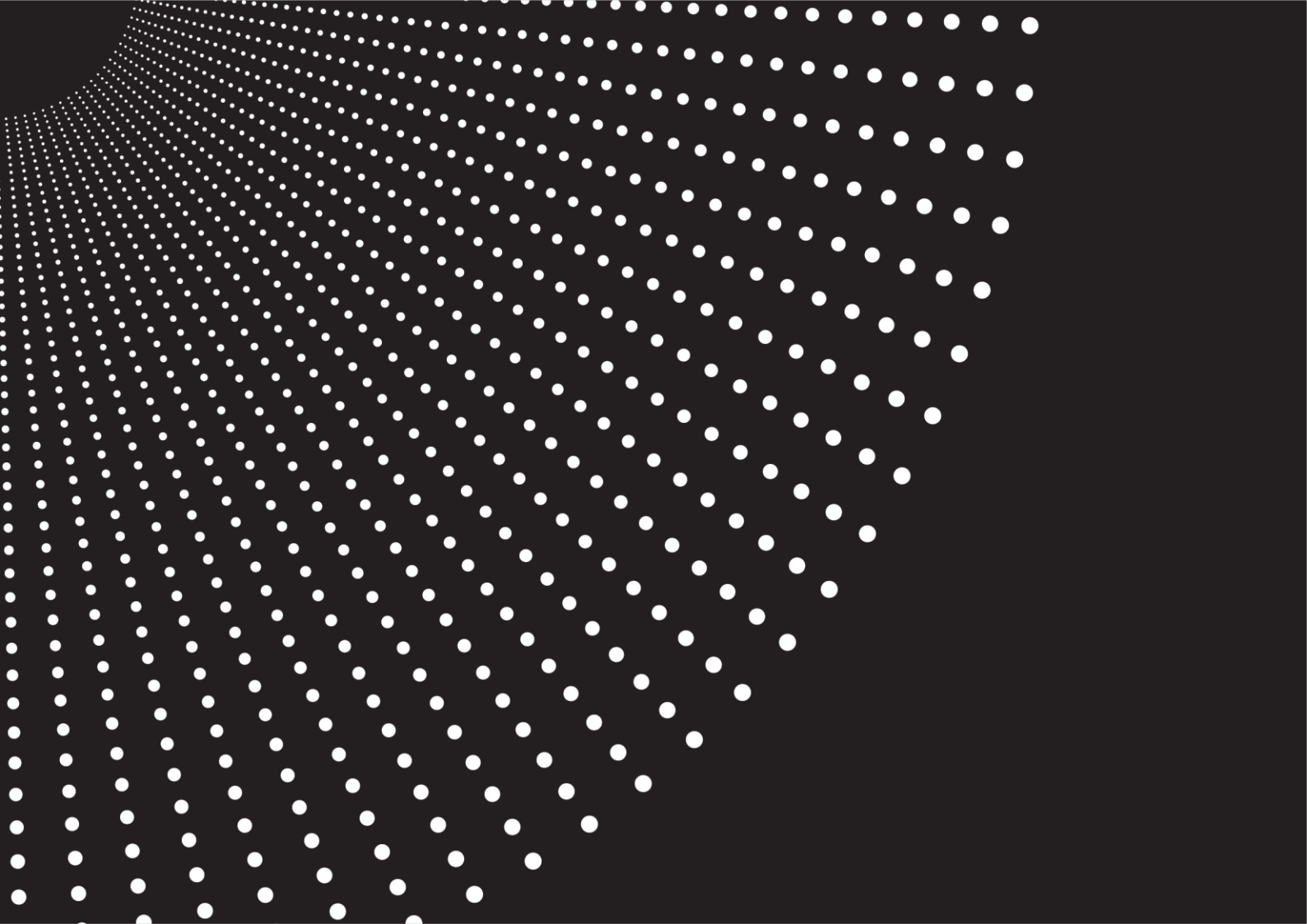
This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

|                                 |   |
|---------------------------------|---|
| <b>Definitions</b>              | <p><b>account</b> means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between you and us.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by you to us is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between us and you.</p> <p><b>us or we</b> means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283 you have authorised by requesting a Direct Debit Request.</p> <p><b>you</b> means the customer who has signed or authorised by other means the Direct Debit Request.</p> <p><b>your financial institution</b> means the financial institution nominated by you on the DDR at which the account is maintained.</p> |
| <b>1. Debiting your account</b> | <p>1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.</p> <p><b>or</b></p> <p>We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.</p> <p>1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</p>   |
| <b>2. Amendments by us</b>      | <p>2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen <b>(14) days</b> written notice.</p>   |

|                             |   |
|-----------------------------|---|
| <b>3. Amendments by you</b> | <p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least <b>14 days</b> notification by writing to: Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000 <b>or</b> by telephoning us on <b>02 9357 5371</b> during business hours or arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Lannock Capital 2 Pty Ltd of your new account details.</p>   |
| <b>4. Your obligations</b>  | <p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment:</p> <ul style="list-style-type: none"> <li>(a) you may be charged a fee and/or interest by your financial institution;</li> <li>(b) you may also incur fees or charges imposed or incurred by us; and</li> <li>(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.</li> </ul> <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>  |
| <b>5. Dispute</b>           | <p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 9357 5371 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p> |
| <b>6. Accounts</b>          | <p>You should check:</p> <ul style="list-style-type: none"> <li>(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) your account details which you have provided to us are correct by checking them against a recent account statement; and</li> <li>(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.</li> </ul>   |

|                           |   |
|---------------------------|---|
| <b>7. Confidentiality</b> | <p>7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</li> </ul> |
| <b>8. Notice</b>          | <p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>   |



# Strata Improvement Loan

Strata Plan UP3802

**28/10/2024**

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**Things you should know:**

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542, AFSL and Australian Credit Licence 237502 ("Macquarie") for general information purposes only, without taking into account your personal objectives, financial situation or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situation and needs. The relevant Target Market Determinations is available at [macquarie.com.au/DDO](https://www.macquarie.com.au/DDO)

**Please note that this proposal is indicative only and subject to credit approval.** Furthermore, it expires on the date specified within – if you require a proposal after this date, then we will consider whether to issue a new indicative proposal. Your application will be subject to Macquarie's formal credit approval process. Until finance agreements and security documents have been signed, Macquarie reserves the right to amend, add or delete any terms of this proposal, the loan facilities and/or the right to withdraw facilities.

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# Welcome

Private & Confidential

28/10/2024

Strata Plan UP3802  
c/- LMM Solutions  
Georgina Newhouse  
georgina@lmm solutions.com.au

Dear Georgina,

## **Indicative proposal for Strata Plan UP3802**

Thank you for the opportunity to submit a funding proposal for Strata Plan UP3802

Based on our discussion of your funding requirements, we have outlined a proposal aimed at helping you fund remediation works.

Based on your requirements a Strata Improvement Loan is available to help you achieve your objectives.

Business Banking has a long history of providing banking services to the strata industry which has enabled us to gain a deep and unrivalled understanding and specialist knowledge of this industry.

Please note that this proposal is indicative only and expires on 28/01/2025. We welcome direct queries from Executive Committee members and encourage them to call us to discuss the enclosed proposal. In the meantime, if you have any questions, please do not hesitate to contact us on +61 427 911 005.

Yours sincerely

MACQUARIE BANK LIMITED



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Melissa Chung,  
Relationship Manager



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Daniel Rigopoulos,  
Account Executive

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# The Business Banking solution for you

The information in this proposal provides a detailed outline of the Business Banking offering designed to assist in delivering your funding needs.

## Lending solutions

We aim to provide our clients with customised strata finance. Based on your requirements a Strata Improvement Loan is available to help meet your funding objectives.

| Facility                                   | Strata Improvement Loan   |             |             |  |
|--|---|-------------|-------------|--|
| Facility                                   | Strata Improvement Loan – \$750,000   |             |             |  |
| Borrower                                   | Owners Corporation for Strata Scheme UP3802   |             |             |  |
| Purpose                                    | Remediation works   |             |             |  |
| Interest Rate                              | Currently 10.75% p.a. The interest rate is variable and subject to change. You can find our current rates at any time by contacting us.<br>Fixed rate terms (1-5 years) are available on request. |             |             |  |
| Term                                       | 2 Years   | 4 Years     | 10 Years    |  |
| Principal & Interest repayments per month: | \$35,232.61   | \$19,673.44 | \$10,667.21 | Interest will be calculated on the daily drawn balance and charged to your nominated account on the last business day of each month.<br>Additional principal repayments may be made at any time (whilst on a variable rate). |

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## Security

The Strata Improvement Loan is not secured by any mortgage, guarantee, or other security.

## Undertakings

Undertakings will be subject to formal assessment however they will include you providing upon our reasonable request:

- An updated levy debtors listing
- An updated list of lot owners and their lots

Your annual financial statements Upon your acceptance of the terms outlined in this indicative proposal, we will proceed with a formal loan application. To assist us in completing your loan application we will require the following from you:

- Completed and signed Acknowledgement of Intent to proceed (pro forma letter attached)
- A copy of the quotation, agreement, contract or invoice for proposed works to be carried out
- A list of aged levy debtors
- Copy of strata roll
- Financial statements of the Strata Scheme for the current financial period and last two complete financial years
- Copy of minutes of the meeting passing a resolution to:
  - carry out the proposed works
  - apply for the proposed debt funding from Macquarie Bank
  - loan repayments to be funded by an increased levy from the Administrative Fund or Sinking Fund budget
  - AGM minutes demonstrating the elected committee and their roles.

We remind you that this proposal is not a formal approval but an indication of the loan facilities we may be able to offer you. Formal approval will be sought upon your acceptance of this proposal and receipt of the above information.

Based on our further assessment this indicative offer may be varied or withdrawn.

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# Fees and charges

**The following fees will apply in order to establish the Strata Improvement Loan.**

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|                    |   |
|--------------------|---|
| Establishment Fee: | The Establishment Fee for your facility will be: \$1,000  |
|                    | This fee is payable on or before the settlement of your loan. Usually, it will be debited to your loan but may be debited to your nominated bank account with your agreement. It will remain payable even if your loan does not go ahead. |

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# Privacy Act collection statement

Macquarie Group may collect, hold, use and disclose personal information about you to process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with you and deal with any complaints or enquiries.

We collect and record personal information through our interactions with you and your nominated strata manager/brokers(s), including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers. Without this information, we may not be able to process your application or provide you with an appropriate level of service. We are required or authorised to collect your personal information under various laws including the Anti-Money Laundering and Counter-Terrorism Financing Act, taxation and superannuation laws (if applicable) and laws regarding the granting and registration of security interests (such as the Personal Property Securities Act and state property laws).

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this Privacy Statement.

We may exchange your personal information with other companies in the Macquarie Group as well as our service providers which are described further in our Privacy Policy. We may supply the strata manager and any broker nominated by you in writing, and, if applicable in the case of a broker, their Australian Credit licensee, with information about your accounts. We may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction. The third parties with whom we exchange personal information may operate outside of Australia (this includes locations in The Philippines, India and the countries specified in our Privacy Policy). Where this occurs, Macquarie takes steps to protect your information against misuse or loss.

We and other companies in the Macquarie Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer you products or services that may be of interest to you, including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us as set out below or visiting <https://www.macquarie.com.au/privacy-and-cookies/marketing-preferences.html>.

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning us on 1800 806 310 or emailing [privacy@macquarie.com](mailto:privacy@macquarie.com). Please mark communications to the attention of our Privacy Officer.

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can also be found via [www.macquarie.com](http://www.macquarie.com).

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# Acknowledgement of Intent

Melissa Chung  
Relationship Manager  
Macquarie Bank Limited

Dear Melissa,

We accept the terms and conditions of your Indicative Offer dated 28/10/2024 and authorise the Bank to proceed with the submission of an application for finance seeking formal approval.

We confirm LMM Solutions has authority to act on behalf of Strata Plan UP3802 in discussing and arranging the loan.

We have attached the Bank's requirements to proceed with this offer and provide the details below to assist in complying with Macquarie Bank's obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

## **Strata Improvement Loan**

Please provide the purpose of the loan

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Please provide the source of your equity contribution

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"By signing this form you:

- acknowledge that the Bank will rely on the information in the source documents provided to assess the ability of [the Owners Corporation] to meet its obligations under the loan;
- confirm that the income and other information disclosed in the source documents is true and correct and, except as disclosed below, there are no circumstances that could result in changes to that information in the foreseeable future.

If there are any circumstances that could result in changes to the income or other information disclosed in the foreseeable future, please provide commentary below.

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Executive Committee Member  
Strata Plan UP3802

---

Executive Committee Member  
Strata Plan UP3802

# Nomination for strata manager to receive notices

Macquarie Bank Limited ABN 46 008 583 542 AFSL and Australian Credit Licence 237502

**Important:**

- This form is to be signed by two Executive Committee members on behalf of a Strata Scheme who wish to nominate the Strata Manager to receive notices and other documents relating to the loan.
- The Strata Scheme is separately entitled under the National Credit Code to receive a copy of any notice or other document under the National Credit Code.
- If you complete and sign this form, the Strata Scheme is giving up the right to be provided with information direct from us.
- You can advise us at any time in writing if you wish to cancel or amend your nomination.

## 1. Nomination details

Borrower:

Click or tap here to enter text.

Notices and documents are to be sent to the following Strata Manager:

Strata Manager:

Click or tap here to enter text.

### Strata Manager details:

Address Line 1:

Click or tap here to enter text.

Address Line 2:

Click or tap here to enter text.

Suburb

Click or tap here to enter text.

State

Click or tap here to enter text.

Postcode

Click or tap here to enter text.

Phone number

Click or tap here to enter text.

Email address

Click or tap here to enter text.

---

## 2. Executive Committee Members

- ☐ We nominate the Strata Manager to receive notices and other documents under the National Credit Code on behalf of the borrower.

By signing this form, you:

- acknowledge that we will send notices and other documents the Strata Manager unless we're advised otherwise;
- authorise the Strata Manager to receive notices and documents electronically.

Executive Committee Member

Date

Click or tap here to enter text.

Executive Committee Member

Date

Click or tap here to enter text.

# StrataLoans Proposal

Prepared for UP 3802



15 October 2024

The Owners - Units Plan No. 3802  
C/- LMM Solutions PTY LTD  
PO Box 884,  
Gungahlin ACT 2912

Dear Georgina,

## Re: Strata Finance for UP 3802

We would like to thank you for your enquiry regarding StrataLoans funding options for UP 3802. You have provided us with the following summary regarding the scheme and the required funding:

- Loan required \$750,000
- Property Address – 311 Flemington Road Franklin ACT 2913
- Purpose of loan is for remedial works
- Unit plan comprising 120 lots.


Please advise us if the above information is not accurate.

StrataLoans is a product of StrataCash Management, a well-known and respected financial services company to the strata industry. With over 10 years of financial services experience in the strata industry, the team behind StrataLoans know and understand the needs of strata communities. Introducing StrataLoans to the suite of financial solutions was a natural progression from StrataCash Management's comprehensive software and financial solutions. Dealing with people who know and understand strata communities makes your choice easy.

If you would like clarification of any details in this proposal or would like additional information, please don't hesitate to contact us. We would also be pleased to assist you with explaining the funding to any owners or committee members in more detail and are able to personally attend a General Meeting. We are also able to provide you with a conditional loan approval after successful submission and review of the required documentation.

If you would like to proceed please contact us and we will advise you of our requirements for loan approval which usually takes up to three business days.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Barker".

Debbie Barker  
National Manager  
StrataLoans  
0498 220900

## Indicative Pricing for Principal and Interest Repayments as at 15-Oct-24

### Funding Amount \$750,000

| Term     | Interest Rate p.a. | Monthly Repayment |
|----------|--------------------|-------------------|
| 5 years  | 10.90%             | \$16,269.44       |
| 7 years  | 10.90%             | \$12,802.43       |
| 10 years | 10.90%             | \$10,288.84       |

The above rates are aligned to our standard strata variable rate which broadly moves in line with market interest fluctuations. Please contact us to get an updated Proposal. The repayment amounts will change if the interest rate changes.

### StrataLoans Proposal Summary for UP 3802

- StrataLoans provides non-mortgage (unsecured) funding direct to a unit plan so there is no need for financial information from individual owners, and requires no guarantees, mortgages or liens.
- StrataLoans does not charge settlement, line, commitment or monthly fees\*.
- There are no unused funds charges, you only pay interest on the money when you draw it.
- StrataLoans will provide funding up to 20%<sup>†</sup> of the insured value of your scheme.
- The loan period can be up to twelve years.
- Loans may be drawn down fully or progressively over the drawdown period (up to 12 months).
- Funds will only be deposited into the unit plan's bank account and not directly to creditors.
- The application fee of \$600 is only payable where approval is given.
- Early repayment allowed (except during fixed rate period).
- You have the option to choose a fixed or variable rate with fixed rates being provided for up to a maximum of two years.
- You can elect to have an interest only period of up to two years on loans longer than three years.

### Affordability

When reviewing financing options available to a scheme it is important to consider the ultimate affordability to the owners. Choices about length of term and fixed versus variable rates will impact the size of the repayments on a monthly basis. The table above details several of these options and the impact on monthly repayments for your specified requirements.

\* Provided that the loan is not in default.

<sup>†</sup> For schemes with under 10 units the percentage may be lower. Please contact us for more information.

# Strata Loan Agreement

Between

StrataCash Management Pty Ltd ABN 44 124 400 924 (StrataCash)

Australian Credit License No. 323823

And

**Borrower Name** (customer)

Loan Number #####



# Strata Loan Agreement Schedule

CREDIT PROVIDER: StrataCash Management Pty Ltd ABN 44 124 400 924  
(we/us/our) 1/175 Varsity Parade  
Varsity Lakes QLD 4227  
Email: loans@strata-loans.com

BORROWER: Borrower Name  
(you/your) c/- Acme Strata Management  
1234 Somewhere Street or PO Box 1234  
Sydney NSW 2000 Sydney NSW 2000

We are pleased to offer to lend you the *loan amount* on the terms and conditions set out in this Strata Loan Agreement Schedule (*Schedule*) and the Strata Loan Agreement General Conditions (effective date 5 October 2021) (*General Conditions*).

In order to accept this offer you must sign the Acceptance attached to this Schedule and provide such details and information as we have requested or may further require to complete our credit assessment and satisfy ourselves that the *loan* meets your requirements.

This *loan agreement* will not be binding on you or us and you may withdraw acceptance of this offer until such time as we have notified you that we have completed our credit assessment and approved the provision of credit to you.

This *Schedule* does not contain all the terms of the *loan agreement* or all the information we are required by law to give you before you sign the *Schedule*. Further terms and information (including the meaning of words printed like this) are in the *General Conditions*. In the *General Conditions*, a reference to the *Schedule* is a reference to this Strata Loan Agreement Schedule.

The *loan agreement* consists of this *Schedule* and the *General Conditions* and you must read them both before you sign this *Schedule*.

The following information is prepared as at 21 May 2024 (*disclosure date*). The information in this *loan agreement* is correct as at the *disclosure date*.

## A. Financial Table

| Amount of Credit       |  |
|------------------------|--|
| Loan amount            | ####,000.00  |
| Annual Percentage Rate |  |
| Interest Rate          | <p>This loan will be in a <i>variable rate period</i> for the <i>term</i> of the <i>loan</i>. When the <i>loan</i> is in a <i>variable rate period</i> the <i>interest rate</i> will be the <i>standard strata variable rate</i>, currently 12.00% per annum, &lt;less a discount&gt;&lt;plus a margin&gt; of ###%. On this basis the <i>interest rate</i> while you are in a <i>variable rate period</i> is ###% as at the <i>disclosure date</i>.</p> <p>During a <i>variable rate period</i> the <i>interest rate</i> is subject to change. Refer to clause 10 of the <i>General Conditions</i>.</p> <p>The <i>interest rate</i> applies to the <i>balance</i> except that the default rate (and not this rate) applies to;</p> <p>a) where this <i>loan</i> is regulated by the <i>National Credit Code</i>, any amount included in the <i>balance</i> that has not been paid by its due date until it is paid; or</p> |

|   |   |                                 |
|---|---|---------------------------------|
|   | b) where this <i>loan</i> is not regulated by the <i>National Credit Code</i> , the whole of the <i>balance</i> until any amount that has not been paid has been paid in full.<br><br>The <i>interest rate</i> is current as at the <i>disclosure date</i> and may change. We will notify <i>you</i> of the initial <i>interest rate</i> that will apply to <i>your loan</i> prior to or on the <i>lending date</i> .<br><br><i>You</i> may request our current <i>standard strata variable rate</i> by contacting <i>us</i> via email at <a href="mailto:loans@strata-loans.com">loans@strata-loans.com</a> or by calling <i>us</i> on 1300 785 045. |                                 |
| Default rate  | This rate is the <i>interest rate</i> which would otherwise apply to the whole of the <i>balance</i> if there was no default in payment plus a margin of 4.00% per annum. On this basis the <i>default rate</i> is <b>###%</b> as at the <i>disclosure date</i> . During a <i>variable rate period</i> the <i>default rate</i> will change if we change the <i>standard strata variable rate</i> .  |                                 |
| Interest Charges                                    |   |                                 |
| Frequency of interest charges                       | Monthly on each <i>repayment date</i> for interest calculated up to the end of the previous day.  |                                 |
| Total amount of interest charges payable            | This will depend on when the <i>loan amount</i> is drawn down and is unascertainable at the <i>disclosure date</i> .  |                                 |
| Repayments  |   |                                 |
| Term  | <b>###</b> months from the <i>lending date</i> .  |                                 |
| Repayment amounts                                   | <b>###</b> monthly principal and interest <i>repayments</i> . Equal monthly <i>repayments</i> will be calculated so as to repay the <i>loan amount</i> in full by the end of the <i>term</i> . The amount of the <i>repayments</i> will increase upon each drawdown of the <i>loan</i> and will change if there is a change in the <i>interest rate</i> .   |                                 |
| When repayments are to be made (repayment dates)    | The first <i>repayment</i> is to be made in the month following the <i>lending date</i> on the same day of the month as the <i>lending date</i> or the <i>business day</i> immediately prior if that day is not a <i>business day</i> .<br><br>Subsequent <i>repayments</i> are due monthly on the same day of the month as the <i>lending date</i> or the <i>business day</i> immediately prior if that day is not a <i>business day</i> .   |                                 |
| Total amount of repayments                          | This will depend on when the <i>loan amount</i> is drawn down and is unascertainable at the <i>disclosure date</i> .  |                                 |
| Credit fees and charges that are definitely payable |   |                                 |
| Fee or charge                                       | When payable  | Amount or method of calculation |
| Application fee                                     | Payable when we advise <i>you</i> that <i>your loan</i> has been approved.  | \$600.00                        |
| Total fees and charges that are definitely payable  | <b>\$600.00</b> . This amount is calculated based on the information ascertainable at the <i>disclosure date</i> .  |                                 |
| Credit fees and charges that may become payable.    |   |                                 |
| Arrears management fee                              | Payable 7 days after a <i>repayment date</i> if <i>you</i> have not paid <i>your repayment</i> or any other payment in full on or before the <i>repayment date</i> . A further arrears management fee is payable 7 days after the <i>repayment date</i> in  | \$50.00                         |

|   |   |   |
|---|---|---|
|   | each subsequent month until all overdue amounts are paid.   |   |
| <b>Dishonour fee</b>                            | Payable when a direct debit or cheque received by <i>us</i> is dishonoured.   | \$35.00   |
| <b>Conversion fee</b>                           | Payable whenever <i>your loan</i> is converted at <i>your</i> request from a variable interest rate to a fixed interest rate or from a fixed interest rate to a variable interest rate.   | \$250.00  |
| <b>Extension Fee</b>                            | Payable when <i>you</i> request to extend the <i>drawdown period</i> .  | \$250.00  |
| <b>Consent and variation fee</b>                | Payable when <i>you</i> apply for <i>our</i> consent to any variation or matter relating to <i>this loan agreement</i> (other than a variable or matter for which a specific fee is payable).                                     | \$300.00  |
| <b>Repeat statement fee</b>                     | Payable if a repeat statement is requested by <i>you</i> or any other information is requested which <i>we</i> are not otherwise required by the National Credit Code to supply. The fee is the greater of the two fees.          | \$6.00 per page or \$60.00 per hour of work performed by <i>our</i> staff             |
| <b>Adhoc statement delivery fee</b>             | Payable whenever <i>we</i> post or fax <i>you</i> a statement at <i>your</i> request outside of the normal statement cycle.   | \$2.00 per statement  |
| <b>Adhoc statement fee</b>                      | Payable whenever <i>you</i> request a list of transactions prior to the issue of a statement.   | \$2.00 per statement  |
| <b>Drawdown fee</b>                             | Payable when a drawdown on the <i>loan</i> occurs.  | \$100.00 for each drawdown after the 5 <sup>th</sup> drawdown.                        |
| <b>Certificate of records fee</b>               | Payable when <i>you</i> ask <i>us</i> to certify anything related to <i>your loan</i> .   | \$75.00   |
| <b>Administration fee on early termination</b>  | Payable when <i>you</i> make a payment that results in <i>you</i> repaying all of the <i>balance</i> early.   | Waived  |
| <b>Break fee</b>                                | Payable if during a <i>fixed rate period</i> <i>you</i> repay the <i>total amount owing</i> , <i>your loan</i> is changed to a <i>variable rate period</i> at <i>your</i> request or <i>you</i> default on <i>your loan</i> .     | See definition of <i>break fee</i> in the <i>General Conditions</i> .                 |
| <b>Monthly loan service fee</b>                 | Payable monthly on <i>your repayment date</i> each month.   | Waived  |
| <b>Direct debit change of account fee</b>       | Payable when <i>you</i> request any changes to <i>your</i> direct debit arrangements.   | \$50.00   |
| <b>Document handling fee</b>                    | Payable when <i>you</i> request <i>us</i> to provide a copy of a document including this <i>loan agreement</i> or request <i>us</i> to sign any document. This does not include any document for which a specific fee is payable. | \$50.00   |
| <b>Document handling out-of-pocket expenses</b> | Payable when <i>we</i> pay or are required to pay these expenses.   | The amount of all out-of-pocket expenses incurred by <i>us</i> for document handling. |

|  |  |  |
|--|--|--|
| <b>Legal costs and disbursement</b>    | Payable when we pay or are required to pay these costs.  | The amount of all professional costs and disbursements we incur or have to pay <i>our</i> solicitors as a result of <i>us</i> consenting to any variation or matter relating to this <i>loan agreement</i> . |
| <b>Valuation fee</b>                   | Payable when we pay or are required to pay this fee.   | The amount of all costs we incur or have to pay to a valuer as a result of any variation or matter relating to this <i>loan agreement</i> .  |
| <b>Government fees and charges</b>     | Payable when we pay or are required to pay these fees.   | The amount of all costs we incur or have to pay to the government pertaining to this <i>loan agreement</i> including its establishment and any receipts or withdrawals                                       |
| <b>Company constitution review fee</b> | This applies to <i>strata corporations</i> which are company title or stratum title companies. Before approving the <i>loan</i> we require the constitution of the company to be reviewed by <i>our</i> solicitors.<br>Payable when we pay or are required to pay this fee.  | The amount of all professional costs and disbursements we incur or have to pay <i>our</i> solicitors to review a company constitution.   |
| <b>Changes</b>                         |  |  |
| <b>Changes without your consent</b>    | <p><b>WARNING</b></p> <p>We may, in accordance with the General Conditions, change any of the following at any time without <i>your</i> consent:</p> <ul style="list-style-type: none"> <li>• the <i>term</i> (see General Conditions clauses 17.1 and 26)</li> <li>• the <i>interest rate</i> during a <i>variable rate period</i> (see General Conditions clauses 10.2, 11.1, 12.2 and 26)</li> <li>• the amount, number, frequency of time for payment of <i>repayments</i> or the period over which <i>repayments</i> are to be paid (see General Conditions clauses 17, 18.2 and 26)</li> <li>• amount and type of fees and charges and when they are payable including by imposing new fees and charges or changing the method of calculation of a fee or charge (see General Conditions clause 26).</li> </ul> <p>You will be notified of the change or new fee or charge in writing in accordance with the General Conditions.</p> |  |

## B. Other Important Information

|                                       |  |
|---------------------------------------|--|
| Type of Loan                          | <i>Progressive drawdown loan. The loan amount will be progressively drawn down as requested by you. Progressive drawdowns are not permitted during a fixed rate period.</i>  |
| To whom will funds be paid            | <i>We will advance the loan to your bank account as directed by you.<br/>We may also pay ourselves for any credit fees and charges set out in this Schedule.</i>   |
| Purpose of loan                       | <b>insert.</b><br><i>You must apply the loan amount to this purpose and provide us with evidence that you have done so if we ask for it.</i>   |
| Special Conditions                    | <i>Nil.</i>  |
| Offer expiry date and drawdown period | <i>This offer to lend you the loan expires if you do not accept it by <b>insert</b>.<br/>If you have accepted this offer but have not fully drawn down the loan by <b>insert</b> we may cancel any part of the loan which has not been drawn down. We will also cancel any part of the loan which you notify us that you do not require.</i> |

## C. Offer By StrataCash

Subject to completing a satisfactory credit assessment we offer to enter into this *loan agreement* with *you* on the terms set out in this *Schedule* and the *General Conditions*.

*You* may accept this offer by signing it and returning it to *us* together with all details and information *we* have requested in order to complete *our* credit assessment before the Offer expiry date at the following address:

Locked Bag 1  
Gold Coast MC  
QLD 9726

or by such other method (including by *electronic communication*) or at such other place as *we* may agree.

Executed for and on behalf of StrataCash Management Pty Ltd ABN 44 124 400 924

Signature: .....

Name: Dorian Borin

Position: Director

Date: 21/05/2024

## D. Acceptance By Customer

By signing this document *you*:

- accept the offer set out in this document;
- declare that all the information *you* have given *us* is accurate and not misleading and that *you* are aware that *we* are relying on it;
- acknowledge that the offer is subject to a satisfactory credit assessment and that no binding agreement will exist between *you* and *us* until *we* have notified *you* that *we* have completed *our* credit assessment and agreed to proceed with the *loan*.
- acknowledge that before signing this document *you* received and read a copy of:
  - this Schedule;
  - the General Conditions;
  - *our* Credit Guide; and
  - the Information Statement;
- acknowledge that *you* were given the opportunity to seek independent legal advice and that *we* recommended that *you* obtain such advice;
- declare that *you* do not sign this acceptance as trustee, unless *you* have told *us* in writing;
- agree to notify *us* promptly in writing if *you* change *your* address, a *strata manager* is appointed for *you* or *your* existing *strata manager* ceases to act;
- declare that *you* have power to enter into this *loan agreement* and *you* do not need anybody else's consent before *you* enter into the *loan agreement*; and
- acknowledge that this *loan* is only regulated by the *National Credit Code* if the purpose of the *loan* is to purchase, renovate or improve residential property or to refinance a loan that was made for these purposes.

## HOW TO ACCEPT THIS OFFER

To accept this offer *you* must sign and date this document below and return it to *us* together with all information that *we* have requested in order to complete *our* credit assessment to the address set out in section C of this *Schedule* or at such other place or in such other manner as *we* may agree.

### IMPORTANT

#### BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything you do not understand.

#### THINGS YOU MUST KNOW

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

#### Executed by

#### **Borrower Name**

Under common seal by its authorised representatives

Affix  
common  
seal here

Authorised representative 1

Authorised representative 2

Signature: .....

Signature: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date: .....

Please complete email address if *you* would like *us* to send any communications under this *loan agreement* to you electronically.

|                        |  |
|------------------------|--|
| Borrower Email Address |  |
|------------------------|--|

See clause 24 of the General Conditions for important information on email communications.

*You* should retain additional copies of this *loan agreement* for *your* records.

# Strata Loan Agreement General Conditions

StrataCash Management Pty Ltd ABN 44 124 400 924

Australian Credit License No. 323823

## Important Notice

This *loan agreement* consists of two documents: the Strata Loan Agreement Schedule and these Strata Loan Agreement General Conditions. They should be read together carefully.

The meaning of words printed *like this* and some other key words are explained in the section entitled "Meaning of words" at the end of these General Conditions.

At the back of this document (in addition to the General Conditions of this *loan agreement*) there is also a description of *your* major rights and obligations under the National Credit Code (if they apply to *you*).

Date: 5 October 2021



# Strata Loan Agreement General Conditions

## How you obtain the *loan*

### 1. How we advance the *loan*

- 1.1 We agree to draw down the *loan* at the time you request it. We will draw down the *loan* to you or as directed by you. However, we must be satisfied that you are using the *loan* for the purpose set out in the *Schedule*.

### 2. Before we advance the *loan*

- 2.1 We only have to draw down the *loan* (or any part of it) if:
- (a) the *loan amount* is drawn down during the *drawdown period*. If no part of the *loan* is drawn down during the *drawdown period* we may treat this *loan agreement* as ended without having to notify you and we may keep any fees that have been paid by you. Alternatively, we may offer to treat this *loan agreement* as continuing, either on the same terms or any changed terms we tell you (including a changed *interest rate* or payment of additional fees).
  - (b) we are satisfied that you have adequate and appropriate insurance cover *including* building and public liability insurance;
  - (c) you are not currently and have not been at any time in the last 12 months in default under this *loan agreement* or under any other agreement with us or with another financier;
  - (d) we are satisfied that you have validly passed resolutions to enter into this *loan agreement*;
  - (e) you have satisfied any further conditions precedent set out in the *Schedule*;
  - (f) nothing has happened since you applied for the *loan* which has led to a significant adverse change in your financial circumstances or your ability to pay interest charges or to repay the *loan* or which we reasonably believe could lead to this;
  - (g) we become aware of any statement or *information* which is incomplete,

incorrect or cannot be relied upon by us;

- (h) you have paid all fees and charges and other expenses that are due and payable to us; and
- (i) we have received to our satisfaction all *information* we reasonably require to complete our credit assessment in accordance with our credit policy and you have complied with all other reasonable requirements we set.

- 2.2 We cannot be required to draw down the *loan amount* (or any part of it) if there is a disruption in credit markets or changes in other factors specific to us or to lenders generally that means we are unable to obtain funds in order to draw down the *loan* on terms and conditions that are acceptable to us. To the extent permitted by law we will not be liable to you for any loss, damages or costs which you may incur or suffer as a result of us not making the *loan*.

## Representations, warranties and undertakings

### 3. Representations and warranties

- 3.1 You represent and warrant (except in relation to matters disclosed to us and accepted by us in writing) that:
- (a) you are not aware of any circumstances which may prevent you from repaying the *total amount owing* in accordance with this *loan agreement*;
  - (b) all information provided to us in connection with this *loan agreement* is true and is not misleading;
  - (c) there are no *security interests* over any of your assets other than those that have been disclosed to us;
  - (d) you have the power to enter into this *loan agreement*;
  - (e) you do not need anybody else's consent before you enter into this *loan agreement*;
  - (f) you have passed resolutions in accordance with applicable laws and your by-laws to enter into this *loan agreement*, expend the funds from this

*loan* for the purpose set out in the *Schedule* and to increase *your levies* to accommodate the *repayments*;

- (g) *you* are not *insolvent*;
- (h) *you* are not in default under this *loan agreement*, any other agreement or undertaking to which *you* are a party or any court order which binds *you*;
- (i) *you* are not aware of any disputes between *lot owners* or between any *lot owner(s)* and *you* that might impact on *your* ability to make payments and do other things *you* are required to do under this *loan agreement*;
- (j) *you* have not passed resolutions that restrict *your* capacity to borrow; and
- (k) *you* are not in breach of any *laws* or *your by-laws*.

3.2 *You* must tell *us* whenever anything happens or is likely to happen which would mean *you* could not truthfully repeat all of the representations and warranties in clause 3.1.

3.3 *You* must not give *us* incorrect or misleading *information* or act fraudulently in connection with this *loan agreement*.

3.4 *You* must prior to any *drawdown* or at such other times as *we* require provide *us* with a declaration by at least one member of the *committee* or such others as may be approved by *us* stating that all representations and warranties *you* have given are true and correct.

#### 4. Undertakings

4.1 *You* undertake to *us* that:

- (a) *you* will take all actions necessary to the extent permitted by *law* and *your* by-laws to pursue overdue *levies* to *our* satisfaction;
- (b) *you* will notify *us* in writing:
  - (i) as soon as *you* become aware of the occurrence of any default under this *loan agreement*; or
  - (ii) as soon as *you* become or are appointed trustee of any trust of which *we* have not been notified prior to the date of this *loan agreement*;
- (c) *you* will, if not prohibited by *your* rules, by-laws or applicable *law*, invite *us* to attend any general meeting or *committee* meeting if requested by *us*;

- (d) *you* will not incur additional indebtedness other than:
  - (i) through a contract with a provider of capital works or non-financial services which are related to the purpose of this loan; or
  - (ii) in the course of ordinary day-to-day operations;
- (e) *you* will not allow to exist any liens or *security interests* against *your* present or future property or assets other than in the ordinary course of day-to-day operations;
- (f) *you* will not without *our* written consent pass a motion to
  - (i) amend *your by-laws* in a way which may impact on *your* ability to make payments and do other things *you* are required to do under this *loan agreement* or may substantially reduce the value of *your property* or the value of a *lot owner's property*; or
  - (ii) *terminate your scheme*;
- (g) *you* will perform each additional undertaking (if any) set out in the Special Conditions to the *Schedule*; and
- (h) *you* will maintain any insurances *you* are required to hold by *us* or by any *law*.

4.2 *You* undertake to notify *us* in writing as soon as practicable after:

- (a) *your* name changes;
- (b) *your* postal address changes;
- (c) *your electronic address* changes;
- (d) *your strata manager's* contact details change;
- (e) a *strata manager* is appointed to *you*;
- (f) *your existing strata manager* ceases to act;
- (g) *you* become a self-managed *strata corporation*;
- (h) *you* are contemplating *terminating your scheme*;
- (i) *you* become aware of steps taken or being taken to *terminate your scheme*;
- (j) *you* are contemplating, take steps or are aware of steps being taken to create or amend any document in such a way that may impact on *your* ability to

make payments and do other things *you* are required to do under this *loan agreement* or that may substantially reduce the value of *your property* or the value of *a lot owner's property*;

- (k) any of *your constituent documents* change; or
- (l) *your* ability to comply with the obligations of this *loan agreement* are adversely affected.

4.3 *You* undertake promptly upon request from *us* to provide:

- (a) a copy of the last bank statement of any bank account *you* hold;
- (b) a certificate of currency of insurance of *your* building and other insurances *you* are required to hold;
- (c) a copy of the registered certificate or plan or other document satisfactory to *us* issued by the relevant governmental authority which verifies *your* full name and identification number;
- (d) copies of *your* financial statements and tax returns for the last two financial years which have been prepared in accordance with applicable *law* and, if required by *us*, certified by an accountant approved by *us* and otherwise satisfactory to *us* in all respects;
- (e) copies of *your* budgets and financial forecasts;
- (f) a current list of *your* aged debtors;
- (g) a copy of *your* current and complete register *including* name, *lot* number, unit entitlements, postal addresses, email address and telephone numbers of *lot owners* and any mortgagee over that *lot owner's lot*;
- (h) a *strata information certificate* for any of *your lots*;
- (i) *minutes* confirming the appointment of *your* current *committee*;
- (j) contact details for *your* current *committee* members *including* telephone numbers, postal addresses and email addresses;
- (k) a copy of *your constituent documents*;
- (l) any licence, lease or other agreement regarding occupancy or use of the *property*;

- (m) copies of any agreement, contract, quote and invoices between *you* and any contractor or provider of capital works or services which are to be or were funded through this *loan*;
- (n) information about any litigation *you* are, were or might be involved in;
- (o) copies of any particular notice of meeting, agenda or minutes of any of *your* general or *committee* meetings;
- (p) if *you* are not a *self-managed strata corporation* a copy of *your* strata manager's policies and processes for handling arrears;
- (q) details of any actions currently being taken with regard to arrears of any of *your lots*;
- (r) copies of any applications or representations by *you* to government bodies, tribunals or courts;
- (s) copies of any of *your* building, architectural or engineering consulting reports related to any works or services to be carried out using the *loan*;
- (t) a copy of *your* current sinking fund plan/forecast, maintenance plan, reserve fund forecast or capital budget;
- (u) if *you* are not a *self-managed strata corporation* a copy of the agreement between *you* and *your strata manager* and *minutes* of the appointment of *your strata manager*; and
- (v) name, contact details and copies of documents of appointment for *your* accountants, auditors, consultants, advisers and lawyers.

## Advancing your loan

### 5. How we advance the loan

- 5.1 If the *loan* is a *single drawdown loan* you must draw down the *loan amount* in full in a single drawdown within the *drawdown period*.
- 5.2 If the *loan* is a *progressive drawdown loan* you may draw down the *loan amount* using a series of drawdowns during the *drawdown period*. Any part of the *loan amount* which is not drawn down during the *drawdown period* will no longer be available to *you*.

## 6. Drawdown instructions

- 6.1 To perform a drawdown of the *loan* you must provide *us* with a completed *drawdown instruction*.
- 6.2 We only have to draw down the *loan* (or any part of it) if:
- (a) we have received a *drawdown instruction* before the day which is three *business days* prior to the date the drawdown is requested to occur; and
  - (b) the *drawdown instruction* is fully completed and signed by *your* duly authorised representative(s).
- 6.3 *Drawdown instructions* must:
- (a) be completed in the form specified by *us* (Drawdown Instruction Forms are available by contacting *us* or will be provided with *your* loan documents);
  - (b) specify that the drawdown is:
    - (i) duly authorised by *you*; and
    - (ii) for the same purpose as stipulated in the *Schedule*;
  - (c) specify:
    - (i) the amount to be drawn down; and
    - (ii) the date the drawdown is to occur; and
  - (d) be accompanied by any other *information* we reasonably request.
- 6.4 A *drawdown instruction* may be cancelled if we receive a written request to cancel the *drawdown instruction* on the *business day* immediately preceding the date of the proposed drawdown that:
- (a) specifies:
    - (i) the date of the drawdown to be cancelled; and
    - (ii) the amount of the drawdown to be cancelled; and
  - (b) is executed by one of the people that executed the *drawdown instruction* which is to be cancelled.

- 7.2 Interest charges accrue daily from and including the *lending date* until *you* have paid the *total amount owing* in full.
- 7.3 If *you* are in default of any payment under this *loan agreement*, the interest charges are higher. We will charge interest at the *default rate* on any overdue amount calculated at the end of each day that *you* are in default.
- 7.4 If an obligation to pay *us* an amount under this *loan agreement* becomes merged in a court order or judgment, *you* must pay interest on that amount at the higher of the *default rate* or the rate of interest payable on the judgment amount.
- 7.5 If on any day *you* pay *us* an amount which is in excess of the *balance* we may hold this amount and apply it against any other amount *you* owe *us* when it becomes due or refund it to *you*. We are not required to pay interest to *you* on this amount.

## 8. Default interest charges

- 8.1 We may charge *you* default interest if *you* are in default. The amounts on which we can charge default interest will depend on whether this agreement is regulated by the *National Credit Code*. Clauses 8.2 and 8.3 apply to the extent that this *loan agreement* is regulated by the *National Credit Code*.
- 8.2 Interest will be charged daily at the *default rate* on any amount while it is overdue.
- Note: The overdue amount can include the *total amount owing* if it becomes due because *you* do not correct a default within any period of grace.**
- 8.3 If *you* do not pay default interest charges we add them to the overdue amount on each *repayment date*.
- 8.4 If this agreement is not regulated by the *National Credit Code* then from and including the date on which *you* do not make a *repayment* which is due until but excluding the date on which that *repayment* is paid in full we calculate interest on the whole of the *balance* at the *default rate*.

## Interest charges

### 7. Interest charge calculation

- 7.1 Interest charges are payable for each day on the *balance* at the end of that day calculated at the applicable *interest rate* on the basis of a 365 day year (including a leap year).

## Fixed and variable rate periods

### 9. While in a fixed rate period

- 9.1 This clause only applies if *you* have chosen a *fixed rate period*.

- 9.2 The *interest rate* for any *fixed rate period* is the rate we tell you in writing on or before the start of the *fixed rate period*.
- 9.3 If it is stipulated in the *Schedule* that there will be a *fixed rate period*, the *interest rate* shown in the *Schedule* is the rate applying if the *lending date* is on or before the date stipulated in the *Schedule* for expiry of the fixed rate. If no date is stipulated in the *Schedule* for the expiry of the fixed rate or the fixed rate has expired the *interest rate* set out in the *Schedule* is the rate which applied as at the *disclosure date* and is only a guide. The actual rate may have changed by the *lending date* if we change the fixed rate we are offering.
- 9.4 During a *fixed rate period*:
- we will not change your *interest rate* unless you are in *default*; and
  - other than on the *lending date* you cannot draw down on your loan if your loan is a *progressive drawdown loan*.
- 9.5 If a *fixed rate period* is to end on a day which is not the day before a *repayment date*, then the *fixed rate period* will end on the day before the next *repayment date*.
- 9.6 At the end of a *fixed rate period* you may request a further *fixed rate period* by giving us notice in writing at least 10 *business days* before the end of the current *fixed rate period*. We do not have to agree to that request.
- 9.7 We will notify you of the new *interest rate* for any further *fixed rate period* which will be effective from the first day of the new *fixed rate period* unless upon receiving notice from us you notify us that you no longer want a further *fixed rate period*.

## 10. While in a variable rate period

- 10.1 A *variable rate period* will apply from the *lending date* unless a *fixed rate period* is specified in the *Schedule*. A *variable rate period* will also apply upon expiry of any *fixed rate period* unless we have agreed to a further *fixed rate period*.
- 10.2 During a *variable rate period* we can change the *interest rate* at any time. We will only change the *interest rate* if we have changed the *standard strata variable rate* and your new *interest rate* will be the current *standard strata variable rate* less any discount or plus any margin set out in the *Schedule*.

- 10.3 The *interest rate* set out in the *Schedule* is the rate which applies as at the *disclosure date* and is only a guide. The actual rate may have changed by the *lending date* if we have changed the *standard strata variable rate*.
- 10.4 We will notify you of an increase in the *interest rate* on or before the date of the increase.

## Changing interest rate options

### 11. Automatic change – fixed rate to variable rate

- 11.1 If we have not agreed to a further *fixed rate period* the loan automatically changes to a *variable rate period* at the expiry of the *fixed rate period* and the *interest rate* changes to the *standard strata variable rate* unless stipulated otherwise in the *Schedule*.

### 12. Changing from variable rate to fixed rate

- 12.1 You may request us to change the loan from a *variable rate period* to a *fixed rate period*. We do not have to agree to that request.
- 12.2 If we agree to change the loan from a *variable rate period* to a *fixed rate period*:
- the *fixed rate period* will begin and end on the dates that have been agreed between you and us;
  - the *interest rate* that applies for the *fixed rate period* will be the rate agreed between you and us; and
  - you must pay us the fee stipulated in the *Schedule* for converting from a *variable rate period* to a *fixed rate period*.

### 13. Changing from fixed rate to variable rate

- 13.1 You may change to a *variable rate period* during a *fixed rate period*. However, you must pay *break fees* in order to compensate us for losses that we will incur as a result of you breaking the *fixed rate period*.
- 13.2 To change to a *variable rate period* during your *fixed rate period* you must tell us in writing. We will make the change to a *variable rate period* within five *business days* after you tell us you want to change.

## Repaying your loan

### 14. What you must pay

- 14.1 You must pay us:
- (a) all amounts *you* borrow from *us*;
  - (b) interest charges as set out in this *loan agreement*;
  - (c) *our* fees and charges and government charges; and
  - (d) *enforcement costs*.
- 14.2 You must repay the amounts *you* borrow from *us* and pay interest charges on the date they are due under this *loan agreement* and *you* must pay fees and charges and *enforcement costs* on the date *we* make a demand on *you* to pay them.

### 15. Repayments

- 15.1 Unless *you* are in default, *you* must pay the *total amount owing* on or before the last day of the *term*.
- 15.2 You must pay *us* *repayments* at the times specified in the *Schedule*. However, *you* are not required to pay more than the *balance* at any time.
- 15.3 If a *repayment* is due on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month, and a particular month does not have that date, that *repayment* falls due on the last *business day* of that month.
- 15.4 If this *loan agreement* does not specify the manner or time of payment of an amount owing under this *loan agreement* *you* must pay *us* that amount in the manner and when *we* ask for it.
- 15.5 You must make *repayments* and any other payments in Australian Dollars.

### 16. Early repayment of whole loan allowed

- 16.1 You may repay the *loan* early by repaying the *total amount owing* on a single day. If *you* repay the *total amount owing* early, fees and charges may apply (these are set out in the *Schedule*) and if the *loan* is repaid during a *fixed rate period*, *break fees* will also be payable.
- 16.2 You may not repay part of the *loan* early unless *we* agree to *you* doing so.

### 17. When we can change repayment amounts

- 17.1 If the *interest rate* changes, *we* may, but need not, change the amount of *your*

*repayments*. If *we* do not immediately change the amount of *your repayments*, *we* may do so later. If the *interest rate* increases and *your repayments* do not increase, it will take *you* longer to repay the *loan amount* and *your term* will automatically be longer.

- 17.2 *We* may change *your* repayment amount to take account of a drawdown of the *loan*.
- 17.3 *We* may change *your repayment* amount if *you* repay part of the *loan* early.

### 18. Interest only periods

- 18.1 During an *interest only period* the *repayment* amounts for all *repayments* except the final *repayment* will be the total of the interest charges accrued since the previous *repayment* or since the *lending date* in the case of the first *repayment*.
- 18.2 At the end of an *interest only period* *repayments* will become *principal and interest repayments* and the amount of *your repayments* will be increased.
- 18.3 You may request an *interest only period* by giving *us* notice in writing at least 10 *business days* prior to the date the *interest only period* is requested to start. *We* do not have to agree to that request.

### 19. Payment methods

- 19.1 You authorise *us* to obtain payment of any amount *you* owe *us* under this *loan agreement* when it is due by way of direct debit from an account at a bank or other financial institution acceptable to *us*. At *our* request *you* must sign a Direct Debit Request authorising *us* to withdraw any amount *you* request or are required to pay *us* from this account.
- 19.2 Additional *repayments* must be paid in the way *we* tell *you* to pay them.
- 19.3 *We* may apply any amount *we* receive from *you* to this *loan* or any other loan *you* have with *us*.

### 20. Statements

*We* will send *you* a statement at least every six months or such shorter intervals as *we* decide, or as required by *law*. If *you* want additional statements *you* can request them. A fee may apply for providing additional statements.

## Default

### 21. When you are in default

21.1 You will be in default if:

- (a) you do not pay on time any amount payable under this *loan agreement* (this includes if our direct debit instruction is subsequently reversed by the paying institution);
- (b) you do something you agree not to do, or don't do something you agree to do under this *loan agreement* or any other *arrangement with us*;
- (c) you or another person gives us incorrect or misleading *information* (including through your representations and warranties under clause 3) in connection with this *loan agreement* or any *arrangement with us* or any information you have given us is no longer correct or becomes misleading and in our opinion will have a material effect on your ability to pay interest on or to repay the *loan*;
- (d) you cease to comply with our requirements or the requirements of any *law* in relation to your insurance;
- (e) a *security interest* you have given is enforced;
- (f) any part of your *property* is demolished or substantially altered without our consent or a resolution is passed to demolish or substantially alter your *property*;
- (g) all or any part of your *property* is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any *law*;
- (h) a judgment for an amount owing by you is obtained from a court and is not satisfied within 28 days;
- (i) a compulsory *strata manager* or *administrator* is appointed to you;
- (j) you use the *loan* for a purpose which is different to the purpose stated in the *Schedule*;
- (k) this *loan agreement* is, becomes, or is claimed to be void or unenforceable;
- (l) you are or become *insolvent* or steps are taken to make you *insolvent*;

- (m) your *scheme* is *terminated*, or steps are taken to *terminate* your *scheme*;
- (n) a person is appointed to investigate or manage your affairs;
- (o) you do not meet all your monetary obligations to any party (whether present or future) on time or within any applicable grace period or any of these obligations become, or can be rendered, payable early otherwise than at your election; or
- (p) anything else happens which in our opinion will materially affect your ability to repay the *total amount owing* or do anything else you must do under this *loan agreement*.

### 22. Effect of default

22.1 If you are in default, then after giving any notice required by *law* and waiting the required period we may if the default has not been rectified do one or more of the following:

- (a) require that you repay the *total amount owing* to us immediately (including *break fees* if we demand payment during a *fixed rate period*);
- (b) sue you for the *total amount owing*;
- (c) refuse to make any undrawn portion of the *loan amount* available to you; and
- (d) exercise any of our rights under this *loan agreement*.

### 23. Appointment of administrator

23.1 If we obtain a judgment against you, whether it be a money order or non-money order, we may apply to the court that issued the judgment for the appointment of an *administrator* to you to perform your obligations under the judgment at your expense. If an *administrator* is appointed to you, anything done by the *administrator* under the appointment will be deemed to have been duly authorised by you.

## Other amounts you must pay

### 24. Enforcement costs

24.1 You must pay us, when we ask, any *enforcement costs* we reasonably incur in enforcing this *loan agreement* after you are in default.

- 24.2 *Enforcement costs include our external costs in enforcing or taking any action to recover any amounts owing.*
- 24.3 *Our external costs include barristers' fees, lawyers' fees and expenses (on a full indemnity basis), licensed debt recovery agents' fees and commissions, process servers' fees, enquiry and other agents' fees and charges.*
- 24.4 *You indemnify us against, and you must therefore pay us on demand for, liability, loss or costs (including consequential or economic loss) we suffer or incur:*
- (a) *if you default under this loan agreement;*
  - (b) *if you do not pay us the total amount owing;*
  - (c) *in connection with any person exercising, or not exercising, rights under this loan agreement; or*
  - (d) *as a result of us doing anything that we agree to do under this loan agreement.*
- 24.5 *You must pay us an amount equal to any liability, loss or costs (including consequential or economic loss) suffered or incurred by any of our employees, officers, agents, or contractors.*

## Notices and Changes

### 25. Notices

- 25.1 *Whenever we send you a letter, notice, statement, or other information or communication, we will do so by mail addressed to your address stated in the Schedule or any new address that you have notified us of or in any other way the law allows.*
- 25.2 *If you agree, we may provide such communication to you by:*
- (a) *electronic communication to your nominated electronic address; or*
  - (b) *making the information available on our website after first notifying you by electronic communication to your electronic address that the information is available for retrieval by you.*
- 25.3 *If you have agreed to us providing communications to you electronically we do not have to send you paper copies of any communication we have sent you electronically. You should therefore check*

*emails and our website regularly for electronic communications sent by us.*

- 25.4 *You may at any time, by notice to us:*
- (a) *terminate your agreement to receive information by electronic communication or via our website; or*
  - (b) *change your electronic address.*
- 25.5 *You can give us a notice or a document by:*
- (a) *delivering it to us personally or leaving it at or posting it to our address stated in the Schedule or any new address we have notified you of;*
  - (b) *electronic communication to our electronic address set out in the Schedule.*
- 25.6 *The date and time of receipt of an electronic communication will be the date and time when the electronic communication enters the recipient's or the recipient's internet service provider's information system.*

### 26. Changes

- 26.1 *We may change any of the terms of our offer at any time before you accept it.*
- 26.2 *We may vary any term of this loan agreement without your consent for one or more of the following reasons:*
- (a) *to comply with any change or anticipated change in any relevant law;*
  - (b) *to reflect any decision of a court, ombudsman or regulator;*
  - (c) *to reflect a change in our systems or procedures, including for security reasons;*
  - (d) *as a result of changed circumstances (including by adding benefits or new features);*
  - (e) *to respond proportionately to changes in the cost of providing the loan (including by changing interest rates); or*
  - (f) *to make them clearer.*
- 26.3 *The types of changes we may make include changing:*
- (a) *loan amount;*
  - (b) *term;*
  - (c) *interest rate;*
  - (d) *default rate;*

- (e) amount, frequency and number of *repayments*, and time for *repayments*; and
  - (f) amount and type of fees and charges and their times for payment (including by imposing new fees or charges or changing the method of calculation of a fee or charge).
- 26.4 Where we make a change that reduces *your* obligations or extends the time for payment of an amount, we will notify *you* of the change by providing such particulars of the change as are required by *law* before or when we provide *your* next statement after the change takes effect.
- 26.5 We will notify *you* of all other changes in accordance with the following:
- (a) when we change any *interest rate* or *standard strata variable rate* including any margin or discount that is used to calculate any *interest rate*, we will notify *you* by writing to *you* not later than the day on which the change takes effect;
  - (b) when we change the manner in which interest is calculated or applied under this *loan agreement*, we will notify *you* by giving *you* at least 20 days prior written notice;
  - (c) when we change the amount or frequency of payment of a *repayment*, we will notify *you* by giving *you* at least 20 days prior written notice;
  - (d) when we change the amount of a credit fee or charge or impose a new credit fee or charge, we will give *you* at least 20 days prior written notice;
  - (e) when we change the frequency of payment of a credit fee or charge, we will give *you* at least 20 days prior written notice; and
  - (f) when we make any other change to the terms of this *loan agreement* or the way it operates, or both, we will give *you* at least 20 days prior written notice.
- 26.6 If the *National Credit Code* or any other *law* regulates a change, then we will only make the change to the extent permitted by, and subject to the requirements of, that *law*.
- 26.7 We cannot make a change to the *interest rate* or method of calculation of the *break fee* during a *fixed rate period*.

- 26.8 We will not be bound by any changes *you* request to this *loan agreement* unless we agree to them in writing.

## General

### 27. Purpose of the *loan*

- 27.1 *You* must use the *loan* for the purpose set out in the *Schedule*.

### 28. Certificates about this *loan agreement*

- 28.1 *You* agree that a certificate which has been signed by *us* is evidence of any fact or matter stated in the certificate (including that a default has occurred under this *loan agreement* or that an amount is due and payable by *you* to *us* under this *loan agreement*) unless the contrary is established.

### 29. Setting off money

- 29.1 *You* irrevocably agree that all moneys payable by *you* will be paid in full and, to the extent permitted by *law*, will be paid free of any right of set off or counterclaim of any kind and free and clear of, and without deduction or withholding of any kind.
- 29.2 We may set off against the *total amount owing* any amount we owe *you*.

### 30. GST

- 30.1 Unless it is prevented by the *National Credit Code*, *you* agree to compensate *us* on demand if we determine that, as a direct or indirect result of the imposition of GST, *our costs* in connection with this *loan agreement* are increased. If we:

- (a) reasonably decide that we are liable to pay GST on a supply made in connection with this *loan agreement*; and
- (b) certify that we have not priced the supply to include GST,

then *you* agree to pay *us* an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 31. Authorisations

- 31.1 *You* authorise *your strata manager* and *our related entities* to share *information* about *you* with *us*.
- 31.2 *You* authorise *us* to obtain *information* and make investigations to assess *your* creditworthiness at any time by all available

means *including* contacting and requesting *information* from legal and administrative authorities and *your strata manager*, insurers, auditors, accountants, debt collecting agents, agents, consultants, contractors, advisors and lawyers. *You* authorise these parties to provide *us* with any *information* we request and for *us* to receive *information* from them.

- 31.3 *You* authorise *us* to make copies of any *information* we receive about *you*.
- 31.4 If *you* are two or more people, then *you* each agree that each person listed as the borrower in the *Schedule* can bind each other person listed as the borrower in the *Schedule*. For example, any one of *you* can authorise any activity in respect of *your loan*. Each other person listed as borrower in the *Schedule* will be liable even though they did not know about or did not agree to the transaction.
- WARNING: This means that each one of *you* can be required to pay the whole amount even though *you* may have some other arrangement among *yourselves* or not all of *you* benefit equally.

## 32. Disclosure of information

- 32.1 *Information* *you* provide to *us* may be disclosed by *us*:
- (a) if required by any stock exchange or if allowed or required by *law*;
  - (b) to any person in connection with exercising *our* rights or dealing with rights or obligations (including preparatory steps *such as* negotiating with any potential assignee of *our* rights or other person who is considering contracting with *us* or a *receiver* in connection with this *loan agreement*);
  - (c) to *our* officers, authorised agents, employees, financiers, *receivers*, legal advisers, auditors and other advisers;
  - (d) to any of *your committee* members;
  - (e) to *your strata manager* if one is appointed;
  - (f) where *we* think it is necessary to protect *our* position; or
  - (g) if the *information* is generally and publicly available.

## 33. Entire agreement

- 33.1 This *loan agreement* sets out the entire agreement between *us* and *you* in relation to

the *loan*. This *loan agreement* over-rides any prior representations made by *us*, any of *our* alliance partners, a financial intermediary, a contactor or provider of services or anyone else whether contained in information brochures, approval letters, disclosure statements or otherwise. This is subject to any rights *you* or *we* may have under *law* and to any later written agreement between *us* and *you*.

## 34. Further conditions

- 34.1 This *loan agreement* does not affect any terms and conditions which apply to any other loan *you* may have with *us*.

## 35. Appropriate use of our services

- 35.1 *You* must not use the services *we* provide for any illegal purpose.
- 35.2 Where *we* consider it necessary for *us* to meet *our* regulatory and compliance obligations:
- (a) *you* must provide *us* with any *information* *we* reasonably request;
  - (b) *we* will disclose *information* *we* hold to regulatory and law enforcement agencies, other financial institutions and third parties; and
  - (c) *we* may delay, block or refuse to provide any of *our* services.

## 36. Assignments

- 36.1 *We* may assign or otherwise deal with *our* rights under this *loan agreement* in any way *we* consider appropriate.
- 36.2 If *we* do assign or otherwise deal with *our* rights under this *loan agreement*, *you* agree that *you* are still liable for the *total amount* owing under this *loan agreement*.
- 36.3 *Your* rights are personal to *you* and may not be assigned without *our* written consent.

## 37. Appointment of agents and others

- 37.1 *We* may at any time appoint others to do things on *our* behalf either as *our* agent or under some other arrangement. This may include performing duties on *our* behalf, managing the *loan* for *us* or holding the benefit of this *loan agreement* on *our* behalf.
- 37.2 *We* will tell *you* if *we* appoint a person to manage this *loan agreement* for *us*. Any manager appointed by *us* is authorised to exercise all of *our* rights under this *loan agreement*. Until *we* tell *you* otherwise, *you*

must deal with that manager in relation to all matters arising in connection with this *loan agreement*.

- 37.3 All exemptions or limits on liability and all indemnities under this *loan agreement* that apply to *us* also apply to protect anyone else we appoint under clause 37.1.

### 38. How we may exercise *our* rights

- 38.1 We may exercise a right or remedy in any way we consider appropriate.
- 38.2 Our rights and remedies under this *loan agreement* may be exercised by any of *our* directors, any of *our* employees or any other person we have appointed to perform any function in relation to this *loan agreement*.
- 38.3 We may impose reasonable conditions on any consent we give under this *loan agreement*. You must comply with all conditions and requirements in any consent we give.
- 38.4 Any waiver, consent or approval given by *us* under this *loan agreement* shall only be effective and will only bind *us* if it is given in writing and executed by *us*.
- 38.5 If we:
- (a) fail to exercise or enforce;
  - (b) delay in exercising or enforcing; or
  - (c) partially exercise or enforce,
- any right, remedy, power or privilege under this loan agreement, it will not in any way prejudice or operate as waiver of:
- (d) any further exercise or enforcement of it; or
  - (e) the exercise or enforcement of any other right, remedy, power or privilege provided by *law* (provided we have given prior notice to *you* before exercising such right and if with regard to a default, the default has not been rectified).
- 38.6 To the extent permitted by *law* we are not liable for any loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of *our* rights or remedies.
- 38.7 Our rights and remedies under this *loan agreement* are in addition to other rights and remedies given by *law* independently of this *loan agreement*.

### 39. Administrative matters

- 39.1 You must pay for anything *you* must do under this *loan agreement*.
- 39.2 We and any of *our* employees (acting reasonably and in good faith) are authorised to fill in any blanks, date and otherwise complete documents executed by *you*.

### 40. Marketing

- 40.1 You authorise *us* to contact *you* and *your* lot owners with information about *our* products and services.
- 40.2 You agree that we may refer to *you* and this funding in *our* marketing and promotions (including publishing images and text on *our* website and in newsletters and case studies).

### 41. Your obligations and *our* rights are unaffected

- 41.1 Any present or future *law* that would otherwise vary *your* obligations under this *loan agreement* is excluded (to the extent allowed by *law*) if it affects *our* rights or remedies adversely.

### 42. Reinstatement of rights

- 42.1 If under a *law* relating to *insolvency* a person makes a claim that a transaction (including a payment) in connection with this *loan agreement* is void or voidable and that claim is upheld, conceded or compromised, then we are immediately entitled, as against *you*, to the rights in respect of the *total amount owing* to which we were entitled immediately before the transaction.

### 43. Limit on *our* liability

- 43.1 We are not liable to *you* for any loss or damage concerning a transaction under this *loan agreement*, unless caused by *our* fraud, wilful default or gross negligence.
- 43.2 We may act according to a request, direction or *information* that *you* give or that we reasonably believe *you* give. We are not liable for any loss or damage if we do this.

### 44. Indemnities

- 44.1 The indemnities in this *loan agreement* are continuing obligations, independent of *your* other obligations under this *loan agreement*. They continue even after *you* have repaid the *total amount owing*. It is not necessary for *us* to incur expense or make payment

before enforcing a right of indemnity conferred by this *loan agreement*.

#### 45. Timing and performance

45.1 Where pursuant to this *loan agreement* any payment, performance, or election is required by a "day" or "date" such day or date will mean a *business day* and where such day or date is not a *business day* shall mean the immediately preceding *business day*.

45.2 If this *loan agreement* specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

#### 46. Governing law and inconsistency

46.1 This *loan agreement* is subject to the laws of the Australian State or Territory in which the *property* is located.

46.2 You submit to the jurisdiction of the Courts of the Australian State or Territory whose laws apply to this *loan agreement* and the proper jurisdiction of any other Court.

46.3 To the extent that the *National Credit Code*, the unfair contract terms provisions of the Australian Securities and Investments Commission Act 2001 (Cth) or other *law* applies to this *loan agreement*, if:

- (a) that *law* would otherwise make a provision of this *loan agreement* illegal, void or unenforceable; or
- (b) a provision of this *loan agreement* would otherwise contravene a requirement of that *law* or impose an obligation or liability which is prohibited by that *law*,

this *loan agreement* is to be read as if that provision were varied to the extent necessary to comply with that *law* or, if necessary, omitted.

46.4 To the extent that the *National Credit Code* applies to this *loan agreement*, the *total amount owing* does not include any amount which exceeds the sum of:

- (a) the amount of *your* liabilities under this *loan agreement*; and
- (b) *our* reasonable *enforcement costs* reasonably incurred in enforcing this *loan agreement*.

46.5 To the extent that the *National Credit Code* or other *law* applies to this *loan agreement*:

- (a) *our* rights to demand any amounts from you and to exercise *our* rights and remedies against you are subject to the limitations on enforcement of this *loan agreement* imposed by the *law*; and
- (b) *our* rights and remedies under this *loan agreement* are in addition to those given to a credit provider under the *law*.

46.6 To the extent permitted by *law*, this *loan agreement* prevails to the extent it is inconsistent with any *law*.

46.7 If a term stated in the *Schedule* is inconsistent with any of the terms in the *General Conditions* the term in the *Schedule* prevails to the extent of the inconsistency.

#### 47. Ending this loan agreement

47.1 You can end this *loan agreement* at any time if you:

- (a) give us written notice; and
- (b) pay the *total amount owing*.

#### 48. Our advice

48.1 We advise you to:

- (a) let us know promptly when you are in financial difficulty; and
- (b) carefully read these *General Conditions* and the *Schedule*.

48.2 We take no responsibility for any decision you make:

- (a) to enter into this *loan agreement*;
- (b) to obtain the *loan*; or
- (c) about the kind of interest rate you want under this *loan agreement*.

48.3 Our officers, employees and authorised agents do not have *our* authority to:

- (a) make any predictions about what might happen to *our* or anyone else's interest rate;
- (b) tell you what kind of interest rate would best suit you; or
- (c) make any other representation, prediction or statement of opinion about any other matter or thing affecting this *loan agreement*.

#### 49. Meaning of words

*administrator* means a person who is appointed under clause 23.1 of this *loan agreement* or any *law* to assume control over you or any of your assets and to exercise your powers and functions.

*amount drawn* means the total amount drawn down on *your loan*.

*associated strata corporation* means any *strata corporation* which is part of any group of *strata corporations* of which *you* are also a part.

*arrangement with us* means an arrangement (including an agreement or security interest) under which *you* have or in the future could have an obligation to *us* or any of *our* related entities. It includes any agreement assigned to *us*.

*balance* means on any day the *amount drawn* plus all interest, fees and charges that have become due and payable and less any *repayments* or other amounts that *you* have paid *us* in reduction of these amounts.

*break fees* will be calculated according to the following formula:

Break fees = Y x R x P where

- (a) Y is the number of years remaining in the *fixed rate period* rounded up to the nearest year;
- (b) R is the *interest rate* divided by 12; and
- (c) P is the *balance* on the date *break fees* are to be calculated.

*business day* means a day other than a Saturday or Sunday or public holiday listed throughout Australia.

*by-laws* means the articles, rules and/or by-laws registered for, adopted by or otherwise governing a *strata corporation* and its conduct, from time to time.

*committee* means executive committee, managing committee, management committee, committee of management, committee, council of *lot owners*, council of management and any group of *lot owners* elected at a general meeting who represent all the *lot owners* to carry out administrative duties.

*constituent documents* includes constitutions, community management statements, building management statements, strata management statements, *by-laws* and other any other document that:

- (a) sets out rules of operation or obligations for an entity; or
- (b) constitutes or establishes an entity.

*costs includes* charges and expenses. It also *includes* costs, charges and expenses in connection with advisers (in the case of legal advisers, on a full indemnity basis or solicitor and own client basis, whichever is higher).

*default rate* means the default rate applying to *your loan* as set out in the *Schedule*. The *default rate* may change from time to time in the manner permitted by this *loan agreement*.

*the disclosure date* is stated in the *Schedule*.

*drawdown instruction* means a request to draw down the *loan* made in accordance with this *loan agreement*.

*drawdown period* is the period stated in the *Schedule* (extended as *we* may agree with *you* in writing) during which *you* must draw down the *loan amount*.

*electronic address* includes a person's email address and any other means of *electronic communication* that is agreed between *you* and *us* as a means of communicating with each other.

*electronic communication* means a communication of *information* in the form of data, text or images by means of guided and/or unguided electromagnetic energy and *includes* communication by email.

*enforcement costs* means those costs and other expenses incurred by *us* when *you* are in default and which are described in clause 24.

*final repayment date* means the last day of the *term* of this *loan agreement*.

*for example* see *including*.

*fixed rate period* means any period for which the *interest rate* applying to *your loan* is fixed.

*General Conditions* means these Strata Loan Agreement General Conditions that form part of this *loan agreement*.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

*including* or *such as* or *for example* when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

*information includes* documents, documentation, statements, reports,

certificates and information in the form of data, text, images or speech.

*information system* means a system for generating, sending, receiving, storing or otherwise processing *electronic communications*.

*insolvent* means:

- (a) you are unable to pay all of *your* debts as and when they become due and payable;
- (b) an *administrator* is appointed to you or any of *your* assets or a step is taken to do so under any *law* or clause 23.1 of this *loan agreement* or any *associated strata corporation* requests such an appointment;
- (c) except with *our* consent:
  - (i) *your scheme* is the subject of a *termination*, or an order or an application is made for the *termination of your scheme*; or
  - (ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for *the termination of your scheme*;
- (d) you stop or suspend payment to all or a class of creditors generally.

*interest only period* means any period in which *repayments* only include interest.

*interest rate* means the rate described as the interest rate in the *Schedule* and any other interest rate which applies under this *loan agreement*.

*law* means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any governmental body or authority and includes:

- (a) any amendments, consolidations or replacements of them; and
- (b) all orders, ordinances, regulations, rules and by-laws made under them.

*lending date* means the first date we draw down any part of the *loan*.

*levies* means *strata corporation* levies, fees, contributions and other amounts levied upon *lot owners*.

*loan* means the loan that we agree to make to you in accordance with the terms of this *loan agreement*.

*loan agreement* means these *General Conditions* and the *Schedule* which together set out the terms of the agreement between you and us.

*loan amount* means the amount stipulated in the *Schedule* as varied from time to time by us in accordance with this *loan agreement* and any new or replacement loan amount as you and we agree.

*lot* has the same meaning as that term is defined in any law of the Commonwealth, a State or a Territory providing for strata, cluster, precinct or other subdivision of land.

*lot owner* means the registered proprietor of an interest in fee simple in the *lot*.

*minutes* means a copy of minutes and if required by us certified as correct by such persons as we may direct.

*National Credit Code* means the code which appears in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) including any regulations under that act relating to that code.

*person* includes an individual, a firm, a body corporate, an unincorporated association, a *strata corporation* and an authority.

*principal and interest repayments* means *repayments* which are required to be made under this *loan agreement* which include principal and interest.

*progressive drawdown loan* means a *loan* which uses the progressive drawdown *settlement method*.

*property* means all *scheme land* and any improvements erected on it.

*receiver includes* receiver, or receiver and manager and has the meaning given to it in the Corporations Act.

*related entity* has the meaning given to it in the Corporations Act.

*repayment* means the repayments of the *loan* and interest as stipulated in the *Schedule*. The repayment may change from time to time in the manner permitted by this *loan agreement*.

*repayment date* means the dates upon which *repayments* are due as stipulated in the *Schedule*.

*Schedule* means the Strata Loan Agreement Schedule that forms part of this *loan agreement*.

*scheme* means the *scheme land*, any registered instrument identifying the *scheme land* and the rights and obligations between the *lot owners* and the *strata corporation* from time to time.

*scheme land* means land affected by a *strata corporation* and includes site, land affected by an owners corporation, community parcel, parcel, strata parcel and scheme land.

*security interest* has the meaning given to that term in the Personal Property Securities Act 2009 (Cth) together with any charge, mortgage, pledge or other security granted over any real property.

*self-managed strata corporation* means a *strata corporation* that does not have a *strata manager* appointed.

*settlement method* means the method of drawing down the *amount* as stipulated in the *Schedule*.

*single drawdown loan* means a loan which uses the single drawdown *settlement method*.

*standard strata variable rate* means the *interest rate* we set from time to time for loans we make to *our* customers. We will only increase the *standard strata variable rate* by an amount which is sufficient to maintain *our* margin over *our* cost of obtaining funds to make loans (*including* any costs we pay for the availability of funds which have not been drawn down).

*strata corporation* means:

- (a) a body corporate incorporated in relation to land subdivided under a law of the Commonwealth, a State or a Territory providing for strata, cluster, precinct or other subdivision of land; or
- (b) a body corporate whose issued shares confer a right to occupy land.

*strata information certificate* means a section 109 certificate (NSW), an information certificate (QLD), a unit title certificate (ACT), a section 37 certificate (NT), a section 139 statement (Community Titles Act SA), a section 41 statement (Strata Titles Act SA), an owner information certificate (VIC), a section 43 certificate (WA), a strata title statement (TAS), a section 83 certificate (TAS) and any other equivalent certificate or documents and as updated by *law* from time to time.

*strata manager* means a managing agent, a body corporate manager, a community title manager, owners corporation manager or any other duly appointed person responsible for the administration of a *strata corporation*.

*such as* see *including*.

*term* means the period commencing on the *lending date* (unless another date is specified in the *Schedule*) and continuing for the period specified in the *Schedule* as the term. Where we have varied the commencement or end date in accordance with this *loan agreement* the *term* means the period as so varied.

in the context of *your scheme*, *terminate* and *termination* means the act of passing any resolution, the making of any court order or the registration of any document which has the effect of ending, deregistering, dissolving, winding up or otherwise terminating *your scheme*.

*total amount owing* means, at any time, the *balance* at that time, plus all accrued interest charges, default interest charges, *break fees* and other amounts which *you* must pay under this *loan agreement* but which are not yet due.

This definition applies:

- (a) irrespective of the capacity in which *you* or we became entitled to the amount concerned;
- (b) irrespective of the capacity in which *you* or we became liable in respect of the amount concerned;
- (c) whether *you* or we are liable as principal debtor, as surety, or otherwise;
- (d) whether *you* are liable alone, or together with another *person*;
- (e) even if *you* owe an amount or obligation to *us* because it was assigned to *us*, whether or not:
  - (i) the assignment was before, at the same time as, or after this *loan agreement* is executed;
  - (ii) *you* consented to or were aware of the assignment; or
  - (iii) the assigned obligation was secured;

- (f) even if this *loan agreement* was assigned to *us*, whether or not:
  - (i) *you* consented to or were aware of the assignment; or
  - (ii) any of the *total amount owing* was previously unsecured; and

A reference to the *total amount owing* also includes any part of it.

*variable rate period* means any period for which the *interest rate* applying to *your loan* is not fixed.

*we, us, our* or StrataCash means StrataCash Management Pty Ltd ABN 44 124 400 924 AFSL and Australian Credit Licence 323823 and its successors and assigns.

*you, your* and *yourselves* means the *person* or *persons* named in the *Schedule* as the borrower. If there are more than one, *you* means each of them separately and every two or more of them jointly. *You* includes *your* successors and assigns.

## 50. Interpretation

The following rules apply to the interpretation of this *loan agreement*:

Reference to:

- (a) a *person* includes the *person's* successors and assigns;
- (b) a *person* includes a natural person and a corporation, trust, *strata corporation* or any other kind of body;
- (c) a *thing* includes all or part of that thing;
- (d) a *document* includes that document as changed or replaced from time to time;
- (e) a *gender* includes all other genders;
- (f) *clauses* are references to clauses in this *loan agreement*;
- (g) the singular includes the plural and the other way around; and
- (h) the Corporations Act is a reference to the Corporations Act 2001 (Cth).

Headings for clauses are included for guidance only and must not be used for interpretation.

The use of the word “may” about any right or power *we* have under this *loan agreement* indicates that the right or power may be exercised or not exercised, at *our* discretion. Words or phrases which are derived from

words or phrases which are defined have a similar meaning to the defined term.

If *you* agree not to do something, *you* will also not attempt to or permit or cause the thing to be done.

If two or more people are the borrower the fact that one person is released from their promises does not mean that any of the others are also released.

It is the parties' intention that, in the interpretation of this *loan agreement*:

- (a) if possible, words which have an ordinary meaning are given that meaning;
- (b) this *loan agreement* is to be interpreted broadly;
- (c) if a general term is used it must be given a broad meaning; and
- (d) general terms must not be limited because of any legal rules of interpretation.

# Credit Guide

## About this Credit Guide

This is the Credit Guide of StrataCash Management Pty Ltd ABN 44 124 400 924 AFSL/Australian Credit Licence 323823. This Credit Guide gives you some information about our dispute resolution procedures and responsible lending obligations. If you have any queries, you can contact us at [loans@strata-loans.com](mailto:loans@strata-loans.com) or call 1300 785 045.

## We will not make an unsuitable contract with you

We are not permitted to enter into a credit contract or increase the credit limit of an existing credit contract if the contract would be unsuitable for you. A contract will be unsuitable for you if at the time of our assessment it is likely that you will be unable to comply with your financial obligations under the contract or could only do so with substantial hardship, or if the contract will not meet your requirements and objectives.

In order to ensure that we do not enter into a contract with you that is unsuitable, we are required to make reasonable inquiries about your financial situation, your requirements and objectives and to take reasonable steps to verify your financial situation.

## We will make an assessment that the contract is not unsuitable for you

We are required to assess that the credit contract is not unsuitable for you before we enter into the contract or agree to increase your credit limit.

If you request a copy of the assessment before entering into the credit contract or increasing your credit limit, we will not enter into the contract or increase your credit limit until we have given you a copy of the assessment. You may also request a copy of the assessment within 7 years of the date the contract is made or your credit limit is increased. If your request is made within 2 years, we will provide you with the assessment within 7 business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

## Resolving Complaints

The team at StrataLoans are committed to ensuring our products and services are delivered to the highest standard. If you have any concerns or issues with any StrataLoans products or services, please contact our staff directly or lodge a complaint by contacting us via:

Website: [strata-loans.com/complaints](http://strata-loans.com/complaints)

Telephone: 1300 785 045

Email: [loans@strata-loans.com](mailto:loans@strata-loans.com)

In writing: Locked Bag 1, GCMC QLD 9726

## How we resolve your concerns

1. StrataLoans will acknowledge your complaint within one business day.
2. We will do our best to resolve your complaint within 5 working days. If we are unable to do so, we will contact you and advise that we need more time.
3. We aim to resolve all complaints within 30 days (21 days if it relates to hardship) and will keep you updated regularly on the status.

## If you are unhappy with the resolution

If you are not satisfied with the response provided, you have the option to refer your complaint to the external dispute resolution scheme, the [Australian Financial Complaints Authority](http://www.afca.org.au) (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to customers. You can [contact AFCA](http://www.afca.org.au) via:

Website: [www.afca.org.au](http://www.afca.org.au)

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

In writing: GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expire.

AFCA will refer the issue to StrataLoans if they believe that the issue can be resolved without their involvement. It is important to note that contacting StrataLoans directly is the best course of action for resolution of any concerns prior to contacting AFCA. StrataLoans will document and investigate all concerns in a timely manner.

## Accessibility

When dealing with your complaint, StrataLoans will ensure each issue is addressed in a professional and timely manner. StrataLoans can offer alternative methods for your complaint to be communicated to assist those with hearing, speech or language barriers.

- For assistance with hearing or speech impairments, support can be found through the [National Relay Service](#)(NRS) on 1300 555 727.
- For language assistance, the [Translating and Interpreting Service](#) (TIS) can assist on 1800 131 450 or pre-book an interpreter at [tis.prebook@homeaffairs.gov.au](mailto:tis.prebook@homeaffairs.gov.au).
- For assistance with vision impairments, you can magnify your screen by pressing the Windows and + keys (on PC) or ⌘ and + keys (on Mac).
- Telephone Typewriter (TTY) users can call 13 36 77 and request 1300 785 045.

# Information Statement

## Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## The contract

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as you have not obtained any credit under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or

- a change in credit fees and charges; or
- any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

### 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the **Australian Financial Complaints Authority** and can be contacted by:

Telephone: 1800 931 678 (free call)  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Website: [www.afca.org.au](http://www.afca.org.au)  
 Post: Australian Financial Complaints Authority  
 GPO Box 3, Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## General

### 10. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### 11. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

### 12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### 13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **read your contract** carefully.

If you have any complaints about your credit contract, or want more information, contact your credit provider. You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the **Australian Financial Complaints Authority** and can be contacted at:

Telephone: 1800 931 678  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Website: [www.afca.org.au](http://www.afca.org.au)  
 Post: AFCA  
 GPO Box 3, Melbourne Vic 3001

Please keep this information statement. You may want some information from it at a later date.



# The SolShare technology explained

# About Allume

Allume is an Australian company making solar accessible to multi-metered buildings. With electricity prices more than doubling in the past ten years, solar has become an increasingly compelling option to reduce power bills and carbon footprints. Millions of households now enjoy the benefits of rooftop solar panels.

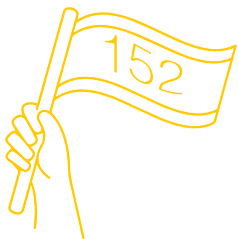
However, due to the technical and regulatory obstacles of multi-dwelling buildings, apartment residents have been left behind.

Allume has developed a unique distribution technology, called the SolShare, that shares solar electricity between residents in a multi-metered building. Delivering cheap clean power to residents.

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“With a SolShare system, it’s not just the individual residents that gain cheaper, greener electricity, it’s the entire building.”

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## Why is it Unique?

Allume’s technology is the first of its kind globally. Its behind-the-meter approach allows for solar in multi-metered buildings without any change required to standard metering infrastructure. This minimises the capital expenditure required in existing buildings and reduces the regulatory overhead in greenfield developments.

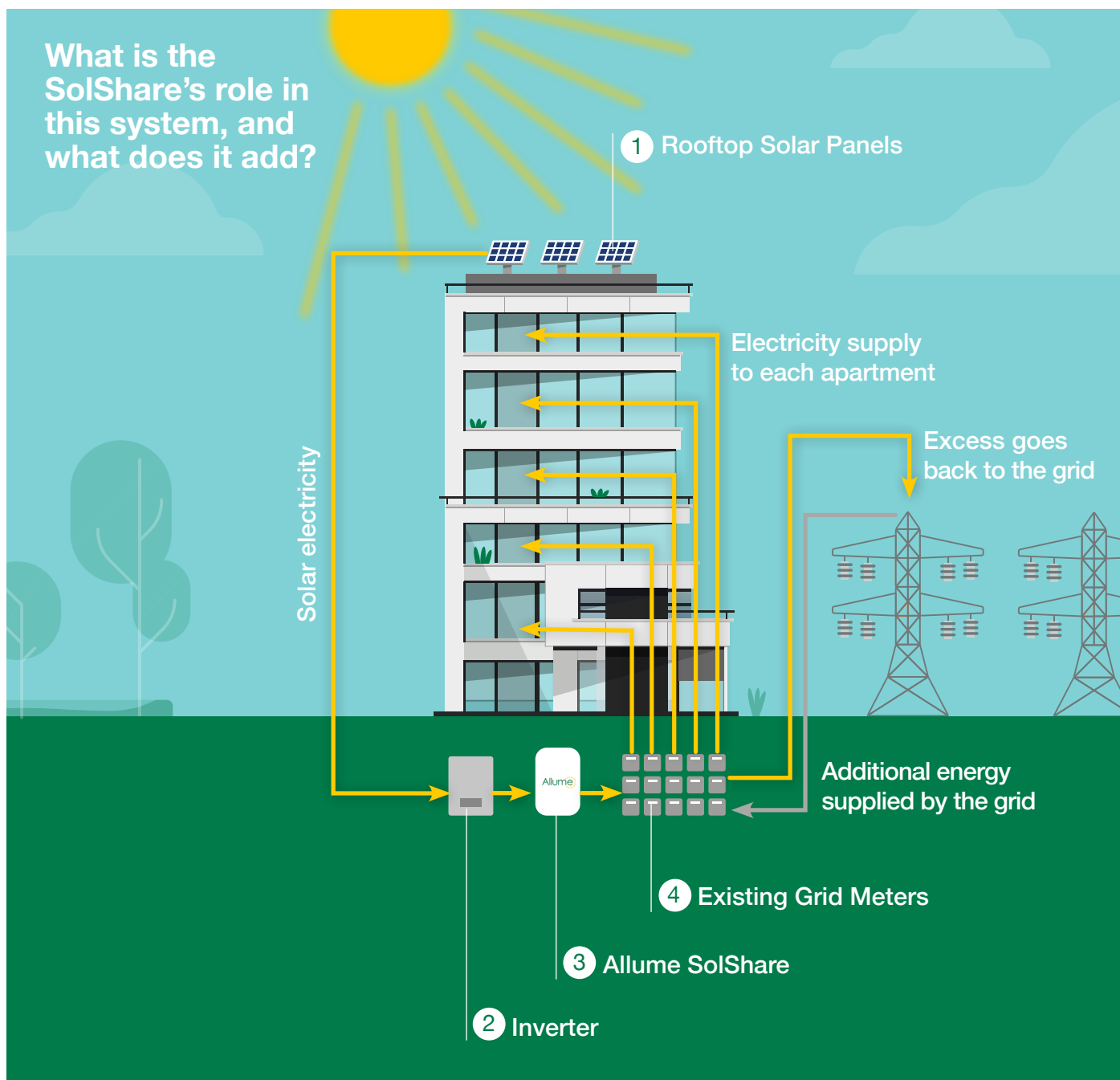
Allume has applied for the patent rights to their technology across the 152 countries in the Patent Cooperation Treaty.



## Who Can Benefit?

The SolShare can distribute solar energy to multi-metered buildings with a shared roof. This includes apartment buildings, office blocks, and retail centres.

# Meet the SolShare. The world's first behind-the-meter solar sharing technology.



**The Allume SolShare allows the energy produced by a single solar system to be distributed across separately metered units, making it unique on the current market.**

## 1. Rooftop solar panels

Solar panels turn light from the sun into free energy for your home. Panels are very sensitive and even produce energy on cloudy days.

## 2. Inverter

The inverter changes the DC energy created by the solar panels into AC energy. AC energy is what your home needs to power your appliances.

## 3. SolShare

The SolShare unit sends the energy from the inverter to you and your neighbours. It constantly monitors everyone's energy usage and distributes it in a way that maximises your savings.

## 4. Existing grid meters

The SolShare connects to each circuit behind their own existing smart meter. Its installation requires no change to the existing electricity metering infrastructure.

# Sharing Solar Energy with SolShare

The SolShare allows the equal distribution and sharing of solar energy between the various units of a building. But how does the technology work, and how is the energy distributed equally?

The system distributes power on an on-demand basis to maximise on-site solar usage. Each apartment will have a device that constantly monitors the energy usage (load) and feeds this information to the SolShare unit.

Using this information, the SolShare will direct solar energy to the apartments in relation to how large their load is at any specific time.

This optimised sharing means that the on-site solar usage is 30-35% higher than an individual system, limiting the amount of solar that is not used. The SolShare is the most efficient system to maximise the use of energy generated at any given time. It achieves this by supplying energy to where it is needed most, instead of sending it back to the grid.

Any excess energy not used by an apartment (or common light and power) will be sent back to the grid and compensated for accordingly.



A SolShare system can generate up to 40% savings on your electricity bills

35%

This optimised sharing means that the on-site solar usage is 30-35% higher than an individual system.



Any excess energy not used by an apartment is sent back to the grid and compensated for by your electricity retailer.

## Buying and selling energy to and from the grid

■ Energy consumed by unit

■ Solar Energy provided to unit

↑ Surplus of solar energy, sold back to the grid

↑ Energy bought from the grid

One moment:

kW

4

3

2

1

0

Unit 1

Unit 2

Unit 3

Unit 4

Unit 5

Solar energy provided to each unit

When the energy you use is higher than the generated solar, additional energy is bought from the grid.

When the energy you use is less than the generated solar, surplus energy is sold back to the grid and credited to your account.

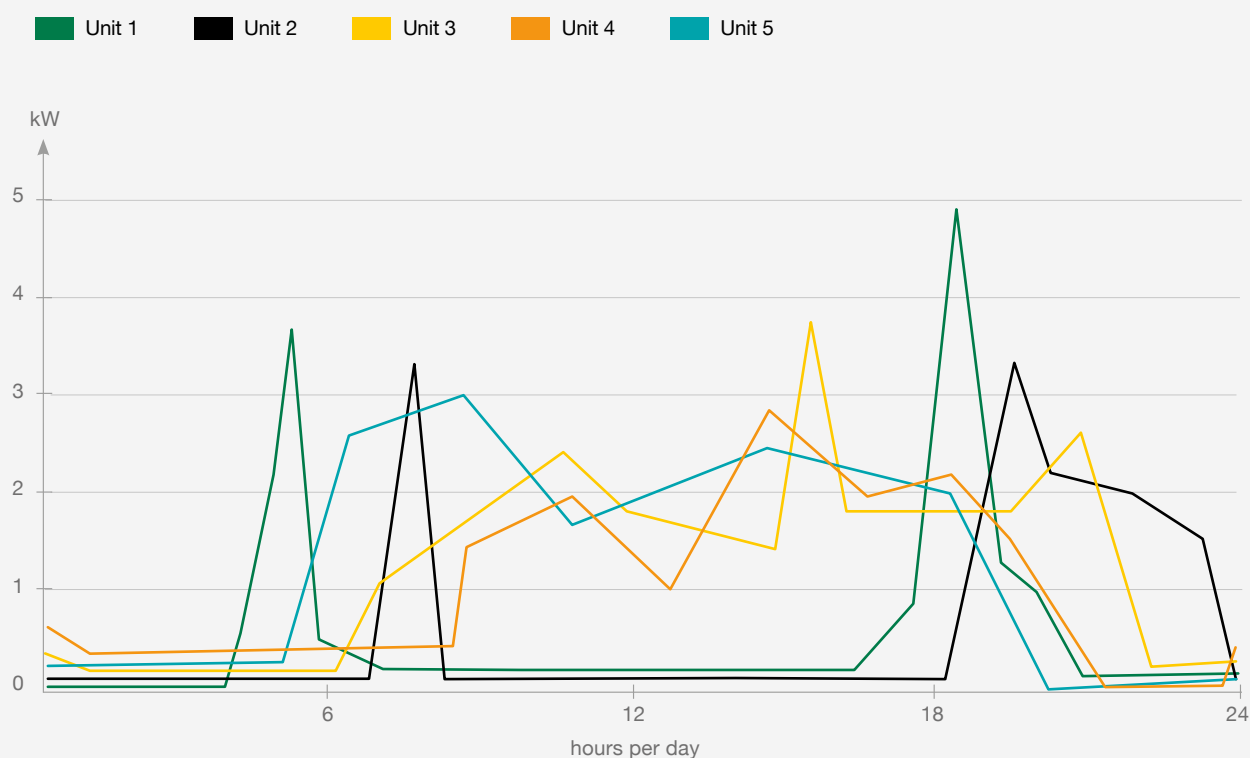
## Different energy needs

The SolShare distributes energy to users in a way that maximises savings. It achieves this because you and your neighbours will all use energy at slightly different times. This change in energy usage, called a load profile, means the SolShare can help provide you with as much as 35% more solar energy than an individual system. The more solar energy you use, the more money you save.

The below example shows five SolShare users. The different lines show their varying load profiles throughout a typical day.

Every apartment uses different appliances and amount of energy at various times, so energy will be directed to each one at the most appropriate time to maximise their financial savings. This slight change in when the apartments require energy (called a 'load profile') has a significant, positive effect on maximising the on-site usage.

Graph showing usage and behaviour per flat in a typical day



### Unit 1 profile

This type of user is an early riser and is away from home all day. Their main energy consumption is early mornings and evenings.



### Unit 2 profile

This type of user is a night owl. They will have a similar profile to the early riser but shifted later in the day.



### Unit 3 profile

This type of user is a large family with young children. They will use a lot of energy throughout the whole day.



### Unit 4 profile

This type of user works from home. They will use peaks of energy throughout the day.



### Unit 5 profile

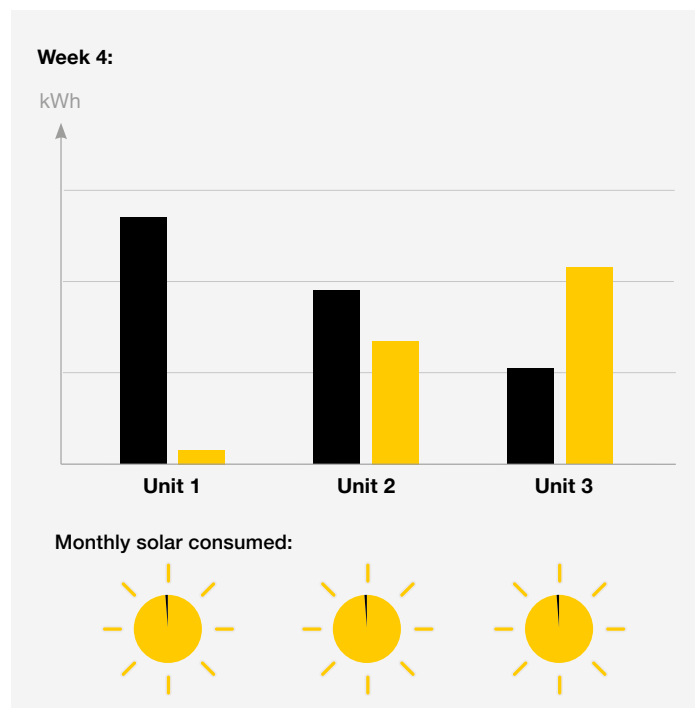
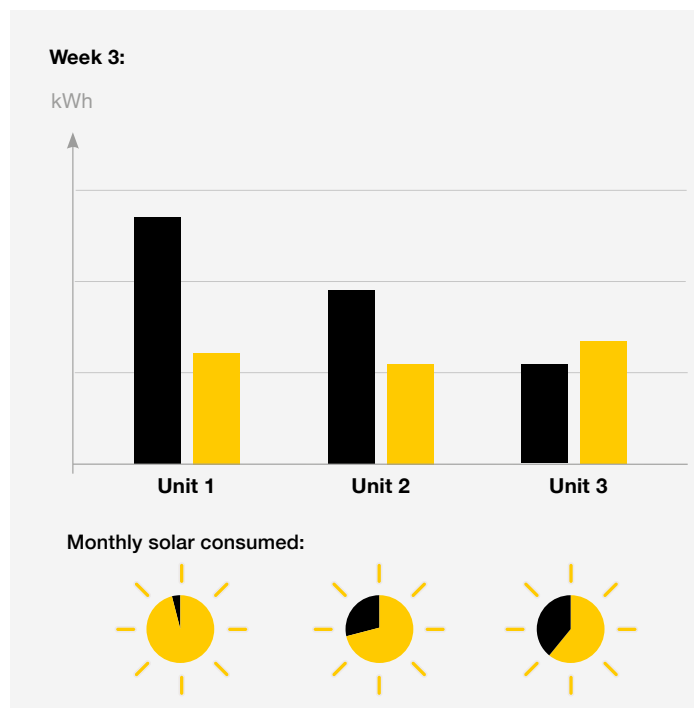
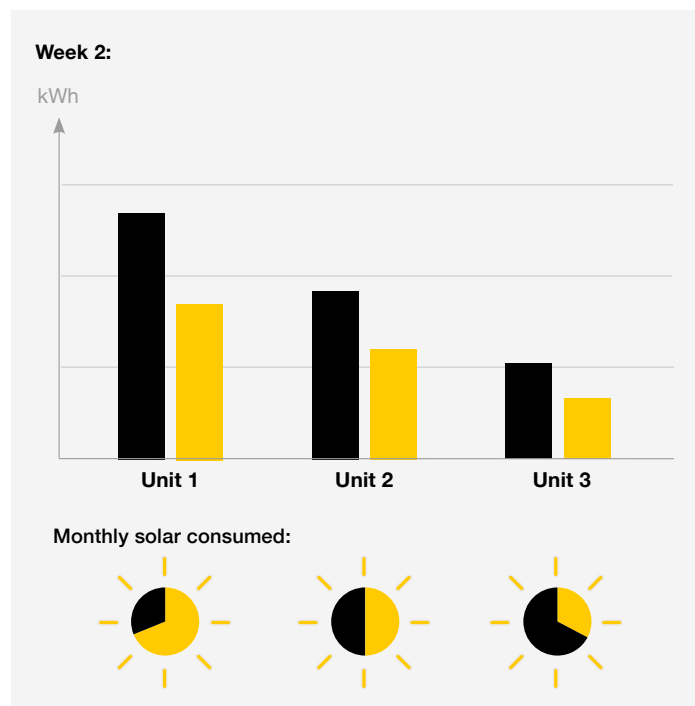
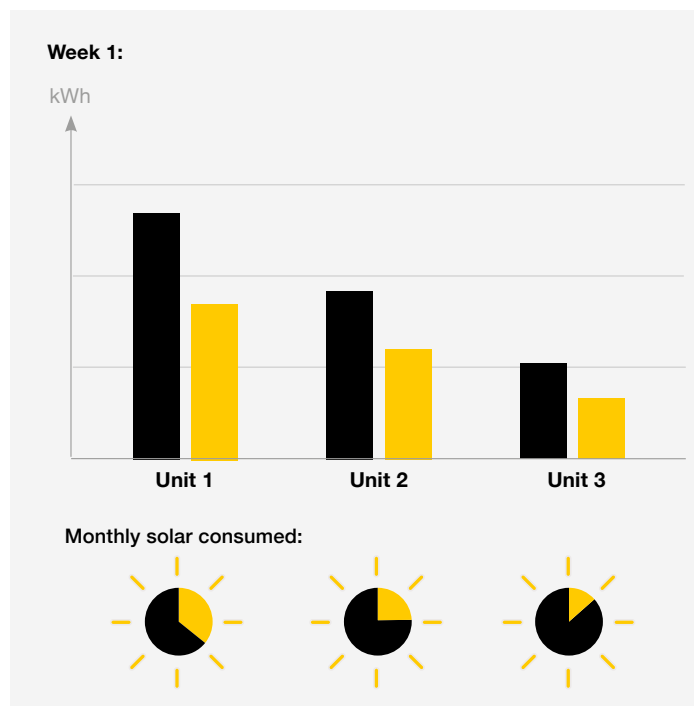
This type of user is retired. They wake up early and go to bed earlier than other users and use a steady amount of energy throughout the day.

# The fair energy distribution system

The following graphs show how the SolShare ensures the fair delivery of solar to three units with different energy usage: Unit 1 uses a lot of energy, Unit 2 an average amount, and Unit 3 a low amount. During the month, the SolShare monitors how much solar energy each unit has received and ensures that the same amount has been delivered to each apartment, regardless of their total energy usage.

The solar delivered to each unit is represented in two ways. The bar graphs show the total amount of energy that each unit requires (in black) and the amount of solar that is being delivered (in yellow). The pie charts represent the amount of solar that has been delivered to each apartment (in yellow), with a full pie showing that each apartment has received the same amount of solar over the month, regardless of the individual unit's energy usage.

■ Energy consumed by unit    ■ Solar Energy provided to unit



Although the standard delivery model is an even share, this does not have to be the case if it's not right for your install. Allume can tailor the proportion of solar allowance to each apartment. For example, more can be directed to a three

bedroom apartment than a one bedroom, or the system can fully optimise and send the solar exactly where it's needed, regardless of how much a unit has received. Just let Allume know what type of sharing model works for you.

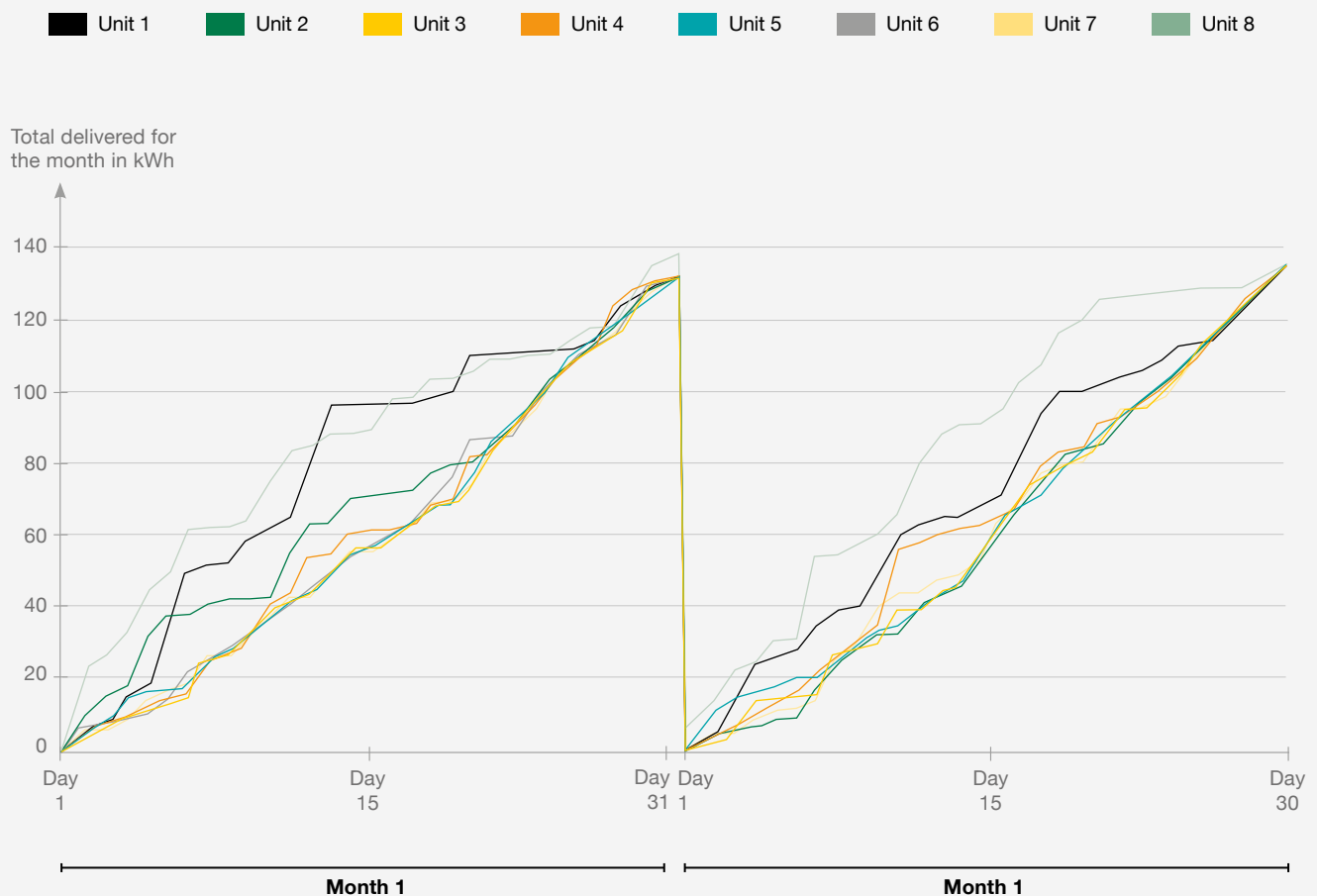
## SolShare distribution data from a live installation

This is data from a live SolShare install. The install consists of 8 units of varying energy demands. Every month the SolShare begins recording the amount of solar delivered to each unit. Units 1 and 8 are high energy users and 2-7 are average users. At the beginning of the month, the SolShare sends power at a ratio of the power that is being used, fully optimising on-site solar usage. However, towards the end of the month, the SolShare identifies that units 2-7 have received less than their fair share of solar. The SolShare, therefore, reduces the amount of solar that is sent to units 1 and 8 and distributes the excess to units 2-7.

This active distribution optimises the amount of on-site solar that is consumed, saving each user the most amount from their energy bills, while ensuring that everyone receives their fair share of solar energy.

If the system is unable to equalise the amount of solar delivered to each unit by the end of the month due to unforeseen circumstances, like a few cloudy days, then the difference is rolled over to the following month. An example of this can be seen with unit 8. It received more energy than the other units in the first month so begins the next month at an increased starting point to the other units.

Graph showing solar distribution per flat over two months



“The SolShare is designed to integrate so effortlessly that the resident will only notice one difference - significantly reduced electricity bills.”

For more information, please visit:  
[www.allumeenergy.com.au](http://www.allumeenergy.com.au)



## Warren G. Catlin

---

**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Thursday, 12 December 2024 11:24 AM  
**Subject:** UP3802 - GM Minutes - SYNERGY - 311 Flemington Road Franklin  
**Attachments:** UP3802 - GM Minutes - complete.pdf

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of General Meeting held on Wednesday, 4th December 2024**

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

P 02 5110 3200

[LMMsolutions.com.au](http://LMMsolutions.com.au)



**We wish you a safe and happy festive season!**

From noon on **Friday, 20 December** until  
**Monday, 6 January 2025** our office will be closed.

Ho-ho hold up! If an emergency occurs during this time and you require our support,  
you can contact our emergency number on 0409 989 108.

The contents of this email or its attachments are private and confidential. If you are not the intended recipient of this email, please notify the sender by return email and destroy all copies of the original message. Confidentiality and legal privilege are not waived or lost as a result of mistaken delivery.



**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

P 02 5110 3200  
E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

---

12 December 2024

To all Owners  
UP3802 – Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of General Meeting 2024**

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

# MINUTES OF GENERAL MEETING 2024

## UNITS PLAN 3802 - SYNERGY

### 311 FLEMINGTON ROAD, FRANKLIN

- Held:** Wednesday, 4 December 2024 at 6:00pm.
- Location:** LMM Solutions Office, Level 1, 26 Thynne Street, Bruce and via teleconference.
- Present:** Mr W Catlin (Unit 5), Mr D Peak (Unit 14), Ms R Bosworth (Unit 21), Ms L Mayes (Unit 43), Ms E Duncan-Simpson (Unit 49), Ms S Rickard (Unit 50), Ms B Li (Unit 51), Ms M Poulakis (Unit 97), Mr N O'Brien (Unit 105), Ms L Holley (Unit 112) and Ms S Gureja (Unit 116).  
Ms G Newhouse and Mrs L Upton representing LMM Solutions Pty Ltd.
- Proxies:** None.
- Absentees:** Ms R Bari (Unit 1).
- Apologies:** None
- Chair:** Ms L Holley was elected chairperson for the meeting.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

---

- MOTION 1:** It was resolved that the Owners Corporation of UP3802 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

#### PAINTING

---

- MOTION 2:** It was resolved that the Owners Corporation of UP3802 have reviewed and accept the recommendation to proceed with Higgins Coating by Wise Choice. **CARRIED**

#### PAINTING EXPENDITURE

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- MOTION 3a:** That the Owners Corporation of UP3294 agree to expend \$500,000.00 from the Sinking Fund to pay for the painting works with the additional costs to be funded by a loan. **FAILED**
- MOTION 3b:** It was resolved that the Owners Corporation of UP3802 agree to expend \$500,000.00 from the Sinking Fund to pay for the painting works with the shortfall fuunding to be agreed to at a General Meeting in early 2025. **CARRIED**

## FUNDING RECTIFICATIONS

---

### MOTION 4a: Lannock

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or
  - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$750,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone

**FAILED**

### MOTION 4b – Macquarie Bank

1. That the Owners Corporation enter into and execute a loan contract with Macquarie Bank Ltd (Macquarie) to fund the Owners Corporations obligations to finance the budgeted cost of the Project.
2. That the Owners Corporation seal be affixed to the loan contract in the presence of at least 2 executive committee members, 1 of whom must be the Chairperson or Secretary
3. That the Owners Corporation acknowledges the following things:
  - (a) Loan term of 10 years;
  - (b) the maximum amount of credit available under the loan contract is \$750,000k; and
  - (c) members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement.

**FAILED**

## **MOTION 4C – Strata Loans**

1. That the Owners Corporation enter into and execute a loan agreement with StrataCash Management Pty Limited (ACN 124 400 924) for the maximum amount of credit of \$750,000.00 for the purposes of Rectification Works.
2. That on behalf of the Owners Corporation that the loan agreement be executed by at least 1 executive committee member and the Strata Manager and that the common seal be affixed in their presence.
3. That the members of the Owners Corporation approve the raising of additional levies when necessary to ensure the Owners Corporation can perform its obligations to repay amounts due under the loan agreement.
4. That the Owners Corporation acknowledges that a sample loan agreement, loan general conditions, credit guide and the information statement were tabled at the meeting.
5. That any drawdown instructions, certifications or any other documents required to be executed on behalf of the Owners Corporation in connection with the loan may be signed by at least 1 executive committee member and the Strata Manager.

**FAILED**

*Secretarial note: There was a lot of discussion around the complex taking out a loan for the remainder of the painting quote.*

*To recap the conversation majority of the owners present had concerns with the loan being over a 10-year period, for the reason that should a unit want to sell there is the concern that the loan will have a negative effect on the sale, the manager advised that yes any loan on a units plan will have a negative effect.*

*The other reasoning for the loan was also for the complex to be able to draw down on this money for other rectification works that are required to be done.*

*The Owners present asked why the option for a special levy wasn't put forward, Ms L Holley advised that the decision came down to the cost of living, the committee were under the impression that the Owners would have appreciated the reprieve to not have paid a special levy due straight away.*

*Due to the funding motions failing there will be another General Meeting scheduled for the new year to approve a way forward with funding the rest of the painting, however due to the other motions being carried the painting works can be started in the new year as the invoicing will be done in stages.*

## **GENERAL BUSINESS**

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### **Solar Panel installation:**

The committee have been looking into getting solar panels for the complex we are wanting to seek interest from owners if this is something they would be interested in.

Ms L Holley advised that she is still in discussions with the Government, and we are waiting on the applications submitted to be approved.

**With no further business, the meeting closed at 7.11 pm.**

**Unit Titles (Management) Act 2011- Form 1**  
**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A - Details of reduced quorum decisions<sup>†</sup>**

---

**A1 - The Owners Units Plan No:** 3802

**A2 - General Meeting**

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 4 December 2024

*Tick the applicable box, or both boxes if applicable:*

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 - Reduced quorum decisions**

*If there is insufficient space here, tick ☒ and attach details to the notice*  
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Wednesday, 4 December 2024

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Wednesday, 4 December 2024

Signed: Georgina Newhouse

Title: Senior Strata Manager



<sup>†</sup> In this notice, UTMA means the Unit Titles (Management) Act 2011.

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B - General information

---

#### **B1 - What is a reduced quorum decision?**

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3). • If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

#### **B2 - When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

#### **B3 - How may reduced quorum decisions be disallowed?**

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

#### **B4 - How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

#### **B5 - How may reduced quorum decisions be revoked?**

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

## Warren G. Catlin

---

**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Wednesday, 8 January 2025 4:21 PM  
**Subject:** FW: UP3802 – SYNERGY – 311 Flemington Road FRANKLIN ACT 2913 - Notice of General Meeting  
**Attachments:** UP3802 - GM Notice 290125 - complete.pdf  
**Categories:** Printing

This is being resent out to rectify the incorrect date that was list in motion 2 being 2024 instead of 2025.

We apologise for this oversight.

Dear Owner/s

**UP3802 – SYNERGY – 311 Flemington Road FRANKLIN ACT 2913**  
**Notice of General Meeting, Wednesday, 29<sup>th</sup> January 2025**

Please find enclosed the Notice of the General Meeting for your development. Meeting details:

**Time:** 6:00pm  
**Date:** Wednesday, 29<sup>th</sup> January 2025  
**Venue:** Via teleconference (please see Notice information)

Please see below appendix for the agenda attachments.

- |                                      |  |
|--------------------------------------|--|
| ➤ General Meeting Notice             | Pages 1 – 8  |
| ➤ Motion 1 – CHU Claims History      | Pages 9 – 10   |
| ➤ Financials                         | Pages 11 – 25  |
| ➤ Wise Choice 2016 report            | Pages 26 – 42 – Please note this report has been included for reference and the committee are working on the issues within the report, this meeting is focusing on just the cracking/rendering aspect. |
| ➤ Wise Choice 2024 report            | Pages 43 – 68 – Please note this report has been included for reference and the committee are working on the issues within the report, this meeting is focusing on just the cracking/rendering aspect. |
| ➤ Motion 2 - Special Levy breakdown  | Pages 69 – 71  |
| ➤ Motion 3 – Lannock Financing       | Pages 72 – 137   |
| ➤ Motion 4 – Solar Panel information | Pages 138 – 155  |

We look forward to seeing you at the meeting. However, if you are unable to attend, your completion of the Proxy form and/or Absentee Voting Form would be greatly appreciated so your preferences can be appropriately noted. Please ensure it is returned to us in time for the meeting.

*Please note - all supporting documents can be downloaded from your Owners portal however please feel free to contact us should you require a hard copy.*

If you have any queries or require clarification of items contained in the Notice, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

P 02 5110 3200

[LMMsolutions.com.au](http://LMMsolutions.com.au)

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**From:** Georgina Newhouse  
**Sent:** Wednesday, 8 January 2025 3:38 PM  
**Subject:** UP3802 – SYNERGY – 311 Flemington Road FRANKLIN ACT 2913 - Notice of General Meeting

Dear Owner/s

**UP3802 – SYNERGY – 311 Flemington Road FRANKLIN ACT 2913**  
**Notice of General Meeting, Wednesday, 29<sup>th</sup> January 2025**

Please find enclosed the Notice of the General Meeting for your development. Meeting details:

**Time:** 6:00pm  
**Date:** Wednesday, 29<sup>th</sup> January 2025  
**Venue:** Via teleconference (please see Notice information)

Please see below appendix for the agenda attachments.

- |                                      |  |
|--------------------------------------|--|
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| ➤ Wise Choice 2024 report            | Pages 43 – 68 – Please note this report has been included for reference and the committee are working on the issues within the report, this meeting is focusing on just the cracking/rendering aspect. |
| ➤ Motion 2 - Special Levy breakdown  | Pages 69 – 71  |
| ➤ Motion 3 – Lannock Financing       | Pages 72 – 137   |
| ➤ Motion 4 – Solar Panel information | Pages 138 – 155  |

We look forward to seeing you at the meeting. However, if you are unable to attend, your completion of the Proxy form and/or Absentee Voting Form would be greatly appreciated so your preferences can be appropriately noted. Please ensure it is returned to us in time for the meeting.

*Please note - all supporting documents can be downloaded from your Owners portal however please feel free to contact us should you require a hard copy.*

If you have any queries or require clarification of items contained in the Notice, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200

[LMMsolutions.com.au](http://LMMsolutions.com.au)

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**Strata Management**

For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

P 02 5110 3200

E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

8 January 2025

To all Owners  
UP3802 - Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owner/s

## **UP3802 - SYNERGY Notice of General Meeting 2025**

We write on behalf of your Owners Corporation and attach the Notice of General Meeting for your review. Please find attached the meeting agenda and relevant documents including absentee and proxy forms, voting procedural matters, insurance information and financial statements.

### **When will the meeting commence?**

The meeting is scheduled to start at the advertised time as per the Notice. It would be great if you could arrive or dial in early so that the roll can be recorded and the meeting can proceed at the organised time. The meeting will proceed once a quorum or reduced quorum is declared (please refer to "*Supporting meeting information*" attached to this Notice).

### **How do I contribute to the meeting?**

It is important for all Owners to have their say - this is the purpose of the meeting. Some legislative requirements are outlined in the attached document – "*Supporting meeting information*" – please take a look and contact us if you have any questions.

### **Unable to attend the meeting?**

We encourage all owners to submit either your absentee or proxy vote if you are unable to attend. This will assist the Owners Corporation in understanding your views and in progressing the meeting.

If you have any queries or require clarification of items contained in the Notice, please feel free to contact me otherwise we look forward to seeing you at the meeting.

Yours faithfully

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

# Client Feedback Survey

In order to stay at the top of our game, we need to know what we do well and what we can do better! It would be appreciated if you could provide your honest feedback below.

| How would you rate the following ...       | Poor<br>1 | 2 | Average<br>3 | 4 | Excellent<br>5 |
|--|-----------|---|--------------|---|----------------|
| Our responsiveness                         |           |   |              |   |                |
| Our knowledge and experience               |           |   |              |   |                |
| Meeting facilitation, notices, minutes     |           |   |              |   |                |
| Our professionalism and friendliness       |           |   |              |   |                |
| Your overall experience with LMM Solutions |           |   |              |   |                |

What are the top 3 things we do well?

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What are the top 3 things we can improve on?

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**Completed surveys are placed into a draw with the winner receiving a \$50.00 Gift Card.**

A winner is drawn each month so be sure to get your survey back to us!

*You're welcome to complete your form anonymously however you will miss out on being entered into the draw. Terms and conditions are available on our website [lmm-solutions.com.au/draw-t-and-c](https://lmm-solutions.com.au/draw-t-and-c) or by contacting our office.*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Please return your completed form to: [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au) or  
By post to: PO Box 884, Gungahlin ACT 2911.

# NOTICE OF GENERAL MEETING 2025

To all Owners  
Units Plan 3802 – Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owners

You are invited to attend the General Meeting, to be held:

|               |   |
|---------------|---|
| <b>TIME:</b>  | <b>6:00pm</b>   |
| <b>DATE:</b>  | <b>Wednesday, 29 January 2025</b>                     |
| <b>VENUE:</b> | <b>Via Teleconference – please see details below:</b> |

You can join the meeting either by phone or video (using Microsoft Teams):

PHONE: Call **02 8318 0024** at the prescribed time.  
You will be prompted to key in the conference ID number: **805 300 670#**

This will connect you to the audio stream for the meeting.

or

ONLINE: Please follow the link below:

[Join the meeting now](#)

Meeting ID: 429 606 241 875

Passcode: 3nu6rF3P

Then follow the prompts to join via a browser or install the Microsoft Teams client.

Should you have any queries prior to the meeting please contact me - details provided below.  
We look forward to seeing you at the meeting.

Yours faithfully  
On behalf of Units Plan 3802

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** Georgina@LMMsolutions.com.au

# Agenda Items and Motions

## for consideration of the Owners Corporation

### Units Plan 3802 - SYNERGY

#### MEETING FORMALITIES

Election of Chairperson, apologies, absentee and proxy votes. Confirmation of quorum status.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

As advised under the Unit Title Management (Meeting Agenda) Guidelines 2023, the items tabled below must be included in each General Meeting Agenda.

| Item  | Requirement                          | Legislation                |
|---|--------------------------------------|----------------------------|
| Insurance claims  | Claims History (new or outstanding). | UTMA – Div. 5.4, s.99      |
| Maintenance + Contracts Review<br>(issues new or outstanding) | Actioned by EC as required.          | UTMA – Div. 3.3, s.24 (2). |

**MOTION 1:** That the Owners Corporation of UP3802 confirm that they have reviewed each of the tabled items (as above).

#### FUNDING EXTERNAL PAINTING WORK

Further to the General Meeting of the Owners Corporation held 4 December 2024 and the agreement of Higgins Painting to undertake the external repaint. The following motion is put forward for the consideration of Owners to fund the difference between the Sinking Fund available funds and the quote.

The Executive committee have also included motion 3 to take out a Strata Loan for the same amount, this is to assist with any owners not being able to pay for the Special Levy upfront, however with the Loan through Lannock it is a drawdown loan so the Owners Corporation will only drawdown on what they spend, meaning that the entirety of the loan most likely won't be used.

#### SPECIAL LEVY – Special Resolution

**MOTION 2:** That the Owners Corporation of UP3802 raise a Special Levy of \$ 354,777.00 (excl. GST) to be paid by Owners as per their unit entitlement, for the external painting due and payable by 1 March 2025.

#### AND

#### STRATA LOAN – Special Resolution

**MOTION 3:** That the Owners Corporation of UP3802 approve by Special Resolution to fund the external painting by strata loan being:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or

- (c) The Strata Manager alone
- 3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$355,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone.

## **SOLAR PANEL INSTALLATION**

---

*Your Chairperson has been undertaking conversations relating to solar installation for the complex, we have attached a quote from Cynergy which is to install Solshare this product was outlined with the EC meeting minutes from June last year, both these documents are attached.*

*The Executive Committee are putting forward to Owners to consider entering into the ACT Government's Solar for Apartments program.*

**MOTION 4:** That the Owner's Corporation of UP3802 accepts the terms and conditions of the ACT Government's Solar for Apartments program to install solar panels being a \$150,000.00 grant and \$150,000.00 interest free loan (total \$300,000.00).

## **SOLAR PANEL FUNDING**

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*The ACT Government has a program for complexes to be able to install Solar Panels where they will subsidise a portion of the installation and the Owners Corporation pay back the additional portion via an interest free loan.*

*We are putting forward to Owners to proceed ahead with the interest free loan.*

*The Owners Corporation have received one quote when providing this agenda to all Owners, please find attached said quote from Cyanergy at a cost of \$408,450.00 including GST.*

**MOTION 5:** That the Owners Corporation of UP3802 agree for the 15 year ACT Government's Solar for Apartments program interest free loan of \$150,000.00 be supported by the annual budget for the Administrative fund.

**MOTION 6:** That the Owners Corporation of UP3802 agree to expend up to \$72,000.00 excl. GST from the Administration Fund surplus to support the shortfall between the Government funding options and the installation costs.

**GENERAL BUSINESS**

---

General discussion is encouraged however Owners are requested to submit their General Business at least 48 hours prior to the meeting.

Issued on 8 January 2025 for and on behalf of the Owners Corporation Units Plan 3802.

## CASTING AN ABSENTEE VOTE

### FOR THE GENERAL MEETING OF UNITS PLAN 3802

#### Notes on casting an Absentee Vote - refer UTMA, Schedule 3, Part 3.3, s.3.31

- (1) A person entitled to vote on a motion may cast an absentee vote on the motion by recording the vote on an absentee voting paper and giving it to the owners corporation before the meeting begins.
- (2) The absentee voting paper must be in the form approved by the executive committee.
- (3) An absentee vote under this section is a valid vote.
- (4) A person who casts an absentee vote under this section is taken to be present at the general meeting at which the motion is moved (except for the purposes of making up a quorum) and to have voted on the resolution.

I/we, the Owner(s) of Unit/s \_\_\_\_\_ UP3802 cast absentee vote(s) as follows on the motions for the General Meeting of the Owners Corporation to be held on Wednesday, 29 January 2025 or at any adjournment thereof.

MOTION 1      YES | NO | ABSTAIN

MOTION 2      YES | NO | ABSTAIN

MOTION 3      YES | NO | ABSTAIN

MOTION 4      YES | NO | ABSTAIN

MOTION 5      YES | NO | ABSTAIN

MOTION 6      YES | NO | ABSTAIN

Name(s) of Owner(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please return to:** Georgina Newhouse, LMM Solutions Pty Ltd  
PO Box 884, Gungahlin ACT 2912      E: [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

*Collection Notice – The information above is for the purpose of collecting information for the General Meeting.*

## APPOINTMENT OF A PROXY

### FOR THE GENERAL MEETING OF UNITS PLAN 3802

#### Notes on appointment of proxies - refer UTMA, Schedule 3, Part 3.3, s.3.26

- (1) This form must accompany a notice of a general meeting given to a person entitled to vote on any motion.
- (2) A person entitled to vote at a general meeting of an owners corporation must not –
  - (a) appoint a proxy for more than 1 year after the day the appointment is made; or
  - (b) appoint a person as a proxy if the person is –
    - (i) the manager; or
    - (ii) a service contractor.
- (3) A person, other than the chairperson, must not exercise more than the following number of proxy votes in a vote on a matter at a general meeting:
  - (a) if there are more than 20 units in the units plan – a number that is not more than 5% of the total number of units;
  - (b) in any other case – 1.
- (4) If a person holds more proxy votes than they can exercise under subsection (3), the chairperson must exercise the proxy votes.

*NOTE - You may wish to provide instructions to your proxy regarding voting preferences. You may also wish to discuss your preferences with your proxy should a motion be raised from the floor or amended at the meeting.*

I/we, the Owner/s of Unit/s \_\_\_\_\_ in UP3802 hereby appoint  
\_\_\_\_\_ (name) of \_\_\_\_\_ (address)

or failing their attendance or if they hold the maximum number of proxies that may be accepted:

\_\_\_\_\_ (name) of \_\_\_\_\_ (address)

as proxy to vote on my/our behalf at the General Meeting of the Owners Corporation to be held on Wednesday, 29 January 2025 or at any adjournment thereof.

I/we confirm that the **period or number of meetings for which appointment of proxy has effect** is (please tick your preferred option):

☐ 1 meeting    ☐ \_\_\_ meetings    ☐ 1 month    ☐ \_\_\_ months    ☐ 12 months

☐ **I/we understand that, if the nominated proxy (as above) already holds more than the permitted number of proxies, the chairperson must exercise the proxy vote on my/our behalf.**

Name(s) of Owner(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please return to:** Georgina Newhouse, LMM Solutions Pty Ltd  
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3802 - Synergy



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Claims History

**Insured:** THE OWNERS - UNITS PLAN NO.3802

**Situation of risk:** 311 FLEMINGTON ROAD FRANKLIN ACT 2913

**Policy number:** HU0032441

**Report run:** 16/09/2024 11:22 AM

The following report provides a summary of all claims from 24/04/2017 to 16/09/2024.

| Claim Status             | Date of occurrence | Date reported | Claim number | Claim type              | Excess     | Amount paid | Amount outstanding | TOTAL      |
|--------------------------|--------------------|---------------|--------------|-------------------------|------------|-------------|--------------------|------------|
| Outstanding              | 03/11/2022         | 16/11/2022    | CL02080633   | Water Damage            | \$2,500.00 | \$357.50    | \$5,908.83         | \$8,766.33 |
| Total outstanding claims |                    |               |              |                         | \$2,500.00 | \$357.50    | \$5,908.83         | \$8,766.33 |
| Paid                     | 12/07/2022         | 18/07/2022    | CL02072471   | Accidental Damage/Other | \$5,000.00 | \$2,139.50  | \$0.00             | \$7,139.50 |
| Paid                     | 17/06/2021         | 11/11/2021    | CL02052110   | Water Damage            | \$5,000.00 | \$599.50    | \$0.00             | \$5,599.50 |
| Paid                     | 13/02/2020         | 02/10/2020    | AHU202000218 | Water Damage            | \$1,000.00 | \$3,621.22  | \$0.00             | \$4,621.22 |
| Paid                     | 11/12/2019         | 17/03/2020    | AHU202000138 | Water Damage            | \$1,000.00 | \$7,433.98  | \$0.00             | \$8,433.98 |
| Paid                     | 25/08/2019         | 06/11/2019    | AHU201900617 | Water Damage            | \$1,000.00 | \$695.00    | \$0.00             | \$1,695.00 |

Insurance issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 and distributed by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFSL 243261.



| Claim Status      | Date of occurrence | Date reported | Claim number | Claim type   | Excess      | Amount paid  | Amount outstanding | TOTAL        |
|-------------------|--------------------|---------------|--------------|--------------|-------------|--------------|--------------------|--------------|
| Paid              | 04/05/2019         | 15/08/2019    | AHU201900512 | Water Damage | \$1,000.00  | \$3,508.00   | \$0.00             | \$4,508.00   |
| Paid              | 27/04/2019         | 29/04/2019    | AHU201900300 | Fire         | \$1,000.00  | \$129,410.85 | \$0.00             | \$130,410.85 |
| Total paid claims |                    |               |              |              | \$15,000.00 | \$147,408.05 | \$0.00             | \$162,408.05 |
| Total             |                    |               |              |              | \$17,500.00 | \$147,765.55 | \$5,908.83         | \$171,174.38 |

Claim status: Outstanding = Open; Paid = Closed  
Information is updated overnight.



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## Units Plan No. 3802

### BALANCE SHEET

AS AT 06 JANUARY 2025

|  | ACTUAL<br>06/01/2025        | ACTUAL<br>31/05/2024        |
|--|-----------------------------|-----------------------------|
| <b><u>OWNERS FUNDS</u></b>                   |                             |                             |
| Administrative Fund                          | 69,214.36                   | 251,886.47                  |
| Sinking Fund                                 | 554,200.91                  | 449,443.95                  |
| <b><u>TOTAL</u></b>                          | <b><u>\$ 623,415.27</u></b> | <b><u>\$ 701,330.42</u></b> |
| <b><u>THESE FUNDS ARE REPRESENTED BY</u></b> |                             |                             |
| <b><u>CURRENT ASSETS</u></b>                 |                             |                             |
| Cash At Bank                                 | 311,591.92                  | 353,650.25                  |
| Sf Term Deposit - Exp 230225                 | 75,000.00                   | 75,000.00                   |
| Sf Term Deposit - Exp 240725                 | 75,000.00                   | 75,000.00                   |
| Sf Term Deposit - Exp 240425                 | 75,000.00                   | 75,000.00                   |
| Sf Term Deposit - Exp 240225                 | 75,000.00                   | 75,000.00                   |
| Levies In Arrears                            | 22,655.02                   | 50,808.37                   |
| Other Arrears                                | 4,435.48                    | 1,602.05                    |
| Interest On Overdue Levies                   | 1,212.17                    | 0.00                        |
| <b><u>TOTAL ASSETS</u></b>                   | <b><u>639,894.59</u></b>    | <b><u>706,060.67</u></b>    |
| <b><u>LIABILITIES</u></b>                    |                             |                             |
| Gst Clearing Account                         | (4,463.26)                  | 1,889.54                    |
| Gst Clearing Reconcile                       | 0.00                        | (4,823.00)                  |
| Unallocated Deposits                         | 2,758.77                    | 0.00                        |
| Levies In Advance                            | 18,183.81                   | 7,663.71                    |
| <b><u>TOTAL LIABILITIES</u></b>              | <b><u>16,479.32</u></b>     | <b><u>4,730.25</u></b>      |
| <b><u>NET ASSETS</u></b>                     | <b><u>\$ 623,415.27</u></b> | <b><u>\$ 701,330.42</u></b> |



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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2024 TO 06 JANUARY 2025

|   | ACTUAL<br>01/06/24-06/01/25 | BUDGET<br>01/06/24-31/05/25 | VARIANCE<br>% | ACTUAL<br>01/06/23-31/05/24 |
|---|-----------------------------|-----------------------------|---------------|-----------------------------|
| <b><u>ADMINISTRATIVE FUND</u></b>       |                             |                             |               |                             |
| <b><u>INCOME</u></b>                    |                             |                             |               |                             |
| Levies - Administrative Fund            | 245,000.10                  | 490,000.00                  | 50.00         | 490,000.20                  |
| Discount - Admin Fund                   | 0.00                        | 0.00                        | 0.00          | 0.03                        |
| Other Levies                            | 0.00                        | 0.00                        | 0.00          | 1,804.93                    |
| Keys                                    | 450.00                      | 0.00                        |               | 149.99                      |
| Interest On Overdue Levies              | 1,412.79                    | 0.00                        |               | 220.59                      |
| <b>TOTAL ADMIN. FUND INCOME</b>         | <b>246,862.89</b>           | <b>490,000.00</b>           |               | <b>492,175.74</b>           |
| <b><u>EXPENDITURE - ADMIN. FUND</u></b> |                             |                             |               |                             |
| Accounting - Bas Preparation            | 954.54                      | 1,000.00                    | 95.45         | 772.72                      |
| Accounting - Tax Returns                | 300.00                      | 500.00                      | 60.00         | 227.27                      |
| Auditors - Audit Services               | 3,230.00                    | 2,200.00                    | 146.82        | 2,200.00                    |
| Bank Charges                            | 0.00                        | 0.00                        | 0.00          | 46.35                       |
| Bank Charges - Account Fees             | 0.00                        | 0.00                        | 0.00          | 10.00                       |
| Bank Charges - Stratapay Fees           | 411.48                      | 0.00                        |               | 489.65                      |
| Cleaning                                | 30,590.20                   | 50,000.00                   | 61.18         | 45,141.50                   |
| Cleaning - Carpark                      | 1,113.00                    | 2,000.00                    | 55.65         | 0.00                        |
| Cleaning - Carpets                      | 2,653.75                    | 1,300.00                    | 204.13        | 0.00                        |
| Cleaning - Garbage Area + Bins          | 560.00                      | 1,500.00                    | 37.33         | 1,500.00                    |
| Cleaning - Gutter                       | 13,700.00                   | 8,000.00                    | 171.25        | 0.00                        |
| Consultancy                             | 0.00                        | 30,000.00                   | 0.00          | 0.00                        |
| Fire Monitoring                         | 952.25                      | 2,000.00                    | 47.61         | 2,298.24                    |
| Fire Protection Contract                | 4,084.69                    | 10,000.00                   | 40.85         | 16,369.19                   |
| Fire Prcn-Repairs & Servicing           | 2,490.00                    | 0.00                        |               | 0.00                        |
| Fire Evacuation Plan                    | 4,458.00                    | 0.00                        |               | 0.00                        |
| Funds Transfer To Sf                    | 150,000.00                  | 150,000.00                  | 100.00        | 0.00                        |
| Garage Maintenance                      | 600.00                      | 0.00                        |               | 600.00                      |
| Garden & Grounds                        | 14,893.30                   | 32,000.00                   | 46.54         | 29,219.60                   |
| Garden & Grounds - Irrigation           | 165.00                      | 0.00                        |               | 0.00                        |
| Garden & Grounds - Additional           | 582.95                      | 0.00                        |               | 2,218.70                    |
| Government Fees                         | 238.50                      | 0.00                        |               | 263.25                      |
| Insurance Repairs Under Excess          | 3,200.00                    | 0.00                        |               | 3,431.90                    |
| Insurance - Premium                     | 107,317.83                  | 120,144.00                  | 89.32         | 91,322.98                   |
| Internet                                | 445.41                      | 1,400.00                    | 31.82         | 363.57                      |
| Keys/Access                             | 340.00                      | 0.00                        |               | 1,746.09                    |
| Legal & Debt Collection Fee             | 0.00                        | 0.00                        | 0.00          | (925.00)                    |



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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2024 TO 06 JANUARY 2025

|                                    | ACTUAL                 | BUDGET                 | VARIANCE | ACTUAL               |
|------------------------------------|------------------------|------------------------|----------|----------------------|
|                                    | 01/06/24-06/01/25      | 01/06/24-31/05/25      | %        | 01/06/23-31/05/24    |
| Management Fees                    | 37,556.80              | 56,590.91              | 66.37    | 52,418.15            |
| Management Fees - Additional       | 0.00                   | 0.00                   | 0.00     | 512.73               |
| Miscellaneous                      | (598.91)               | 587.00                 | (102.03) | 598.91               |
| Painting - Internal                | 1,300.00               | 0.00                   |          | 0.00                 |
| Pest Control                       | 0.00                   | 1,000.00               | 0.00     | 1,032.27             |
| Plumbing & Drainage                | 4,557.43               | 0.00                   |          | 3,179.68             |
| Prior Manager Adjustment           | 0.00                   | 0.00                   | 0.00     | (1.30)               |
| Prior Period Gst Adjustment        | (57.00)                | 0.00                   | 0.00     | 0.00                 |
| Reports                            | 12,815.91              | 5,000.00               | 256.32   | 6,125.00             |
| Rubbish Removal                    | 164.55                 | 0.00                   |          | 1,285.00             |
| Security                           | 492.00                 | 1,000.00               | 49.20    | 2,953.14             |
| Signage                            | 0.00                   | 0.00                   | 0.00     | 2,434.09             |
| Tree Lopping/Removal               | 0.00                   | 0.00                   | 0.00     | 145.00               |
| Utilities - Electricity            | (9,686.48)             | 17,000.00              | (56.98)  | 11,064.83            |
| Utilities - Waste Management       | 0.00                   | 1,000.00               | 0.00     | 455.00               |
| Utilities - Water & Sewerage       | 25,392.24              | 30,000.00              | 84.64    | 23,544.39            |
| R&M - Building                     | 0.00                   | 43,000.00              | 0.00     | 3,698.64             |
| R&M - Carpark Ventilation          | 0.00                   | 2,000.00               | 0.00     | 2,150.00             |
| R&M - Electrical                   | 1,202.00               | 10,000.00              | 12.02    | 2,157.00             |
| R&M - Garage                       | 2,336.36               | 2,000.00               | 116.82   | 300.00               |
| R&M - General                      | 700.00                 | 0.00                   |          | 275.00               |
| R&M - Hws                          | 0.00                   | 10,000.00              | 0.00     | 6,813.80             |
| R&M - Intercom                     | 570.00                 | 600.00                 | 95.00    | 580.00               |
| R&M - Locks & Access               | 835.45                 | 5,000.00               | 16.71    | 4,029.61             |
| R&M - Plumbing & Drainage          | 4,994.02               | 30,000.00              | 16.65    | 32,852.29            |
| R&M - Pool & Spa                   | 3,679.73               | 7,500.00               | 49.06    | 4,450.38             |
| R&M - Roof                         | 0.00                   | 3,000.00               | 0.00     | 2,671.68             |
| R&M - Security                     | 0.00                   | 2,000.00               | 0.00     | 250.00               |
| R&M - Tiling                       | 0.00                   | 500.00                 | 0.00     | 400.00               |
| <b>TOTAL ADMIN. EXPENDITURE</b>    | <b>429,535.00</b>      | <b>639,821.91</b>      |          | <b>363,671.30</b>    |
| <b>SURPLUS / DEFICIT</b>           | <b>\$ (182,672.11)</b> | <b>\$ (149,821.91)</b> |          | <b>\$ 128,504.44</b> |
| Opening Admin. Balance             | 251,886.47             | 251,886.47             | 100.00   | 123,382.03           |
| <b>ADMINISTRATIVE FUND BALANCE</b> | <b>\$ 69,214.36</b>    | <b>\$ 102,064.56</b>   |          | <b>\$ 251,886.47</b> |



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## Units Plan No. 3802

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2024 TO 06 JANUARY 2025

|  | ACTUAL<br>01/06/24-06/01/25 | BUDGET<br>01/06/24-31/05/25   | VARIANCE<br>% | ACTUAL<br>01/06/23-31/05/24 |
|--|-----------------------------|-------------------------------|---------------|-----------------------------|
| <b><u>SINKING FUND</u></b>                 |                             |                               |               |                             |
| <b><u>INCOME</u></b>                       |                             |                               |               |                             |
| Levies - Sinking Fund                      | 62,465.68                   | 124,931.00                    | 50.00         | 124,931.36                  |
| Discount - Sinking Fund                    | 0.01                        | 0.00                          |               | (0.02)                      |
| Interest On Investments                    | 3,685.07                    | 0.00                          |               | 1,112.05                    |
| Interest On Overdue Levies                 | 0.00                        | 0.00                          | 0.00          | 89.08                       |
| <b><u>TOTAL SINKING FUND INCOME</u></b>    | <b>66,150.76</b>            | <b>124,931.00</b>             |               | <b>126,132.47</b>           |
| <b><u>EXPENDITURE - SINKING FUND</u></b>   |                             |                               |               |                             |
| Sf - Building Improvements                 | 29,476.00                   | 26,663.00                     | 110.55        | 0.00                        |
| Sf - Carpet Replacement                    | 0.00                        | 32,135.00                     | 0.00          | 0.00                        |
| Sf - Driveway                              | 0.00                        | 0.00                          | 0.00          | 6,960.00                    |
| Sf - Electrical                            | 1,815.00                    | 0.00                          |               | 0.00                        |
| Sf - Fire Upgrades                         | 0.00                        | 0.00                          | 0.00          | 32,985.00                   |
| Funds Transfer From Af                     | (150,000.00)                | (150,000.00)                  | 100.00        | 0.00                        |
| Sf - Garage                                | 0.00                        | 1,307.00                      | 0.00          | 0.00                        |
| Sf - General Replacements                  | 0.00                        | 5,565.00                      | 0.00          | 0.00                        |
| Sf - Height Safety System                  | 34,535.00                   | 0.00                          |               | 0.00                        |
| Sf - Hot Water System                      | 8,311.90                    | 0.00                          |               | 0.00                        |
| Sf - Lighting                              | 0.00                        | 8,761.00                      | 0.00          | 0.00                        |
| Sf - Painting & Surface Finish             | 0.00                        | 440,000.00                    | 0.00          | 0.00                        |
| Sf - Prior Manager Adjustment              | 0.00                        | 0.00                          | 0.00          | 70.30                       |
| Sf - Plant & Equipment                     | 0.00                        | 0.00                          | 0.00          | 7,260.00                    |
| Sf - Plumbing & Drainage                   | 37,255.90                   | 5,674.00                      | 656.61        | 39,165.70                   |
| Sf - Pool                                  | 0.00                        | 1,930.00                      | 0.00          | 0.00                        |
| <b><u>TOTAL SINK. FUND EXPENDITURE</u></b> | <b>(38,606.20)</b>          | <b>372,035.00</b>             |               | <b>86,441.00</b>            |
| <b><u>SURPLUS / DEFICIT</u></b>            | <b><u>\$ 104,756.96</u></b> | <b><u>\$ (247,104.00)</u></b> |               | <b><u>\$ 39,691.47</u></b>  |
| Opening Sinking Fund Balance               | 449,443.95                  | 449,443.95                    | 100.00        | 409,752.48                  |
| <b><u>SINKING FUND BALANCE</u></b>         | <b><u>\$ 554,200.91</u></b> | <b><u>\$ 202,339.95</u></b>   |               | <b><u>\$ 449,443.95</u></b> |



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## Units Plan No. 3802

### LOT BALANCE REPORT

06 January 2025

| Lot No       | Unit No | Administrative Fund | Sinking Fund   | Other             | Total              |
|--------------|---------|---------------------|----------------|-------------------|--------------------|
| 4            | 4       | -1,954.93           | -350.43        | 0.00              | -2,305.36          |
| 7            | 7       | 1,374.45            | 350.43         | 79.24             | 1,804.12           |
| 11           | 11      | -1,374.45           | -350.43        | 0.00              | -1,724.88          |
| 13           | 13      | 0.00                | 0.00           | 18.29             | 18.29              |
| 23           | 23      | 0.00                | 0.00           | 25.68             | 25.68              |
| 26           | 26      | 0.00                | 0.00           | 12.19             | 12.19              |
| 27           | 27      | 0.00                | 0.00           | 11.72             | 11.72              |
| 32           | 32      | -1,064.52           | -271.41        | 0.00              | -1,335.93          |
| 33           | 33      | -759.74             | -240.00        | 0.00              | -999.74            |
| 34           | 34      | -1,226.22           | -312.64        | 0.00              | -1,538.86          |
| 39           | 39      | -1,185.80           | -302.33        | 0.00              | -1,488.13          |
| 41           | 41      | 0.00                | 0.00           | 495.00            | 495.00             |
| 43           | 43      | -1,172.33           | -298.90        | 0.00              | -1,471.23          |
| 44           | 44      | 0.00                | 0.00           | 10.49             | 10.49              |
| 46           | 46      | 2,711.12            | 597.80         | 99.37             | 3,408.29           |
| 50           | 50      | 0.00                | 0.00           | 10.41             | 10.41              |
| 53           | 53      | 0.00                | 0.00           | 13.39             | 13.39              |
| 54           | 54      | -970.20             | -247.36        | 2.79              | -1,214.77          |
| 56           | 56      | 0.00                | 0.00           | 420.48            | 420.48             |
| 57           | 57      | 3,472.18            | 803.94         | 264.16            | 4,540.28           |
| 58           | 58      | -1,051.05           | -267.98        | 0.00              | -1,319.03          |
| 59           | 59      | -970.20             | -247.36        | 0.00              | -1,217.56          |
| 61           | 61      | -1,037.58           | -264.54        | 0.00              | -1,302.12          |
| 62           | 62      | 0.00                | 0.00           | 12.42             | 12.42              |
| 65           | 65      | 0.00                | 0.00           | 13.39             | 13.39              |
| 67           | 67      | 0.00                | 0.00           | 16.27             | 16.27              |
| 71           | 71      | 0.00                | 0.00           | 9.74              | 9.74               |
| 73           | 73      | 680.59              | 0.00           | 25.46             | 706.05             |
| 75           | 75      | -0.06               | 0.00           | 0.00              | -0.06              |
| 76           | 76      | 0.00                | 0.00           | 10.41             | 10.41              |
| 78           | 78      | 915.35              | 0.00           | 78.14             | 993.49             |
| 82           | 82      | 0.00                | -39.44         | 43.91             | 4.47               |
| 84           | 84      | 0.00                | 0.00           | 14.91             | 14.91              |
| 89           | 89      | -18.00              | 0.00           | 0.00              | -18.00             |
| 92           | 92      | 0.00                | 0.00           | 341.00            | 341.00             |
| 93           | 93      | 0.00                | 0.00           | 13.01             | 13.01              |
| 94           | 94      | 0.00                | 0.00           | 10.41             | 10.41              |
| 95           | 95      | 1,314.81            | 302.33         | 107.55            | 1,724.69           |
| 97           | 97      | -680.87             | -200.00        | 0.00              | -880.87            |
| 102          | 102     | 0.00                | 0.00           | 1,430.00          | 1,430.00           |
| 104          | 104     | 0.00                | 0.00           | 13.63             | 13.63              |
| 107          | 107     | 1,418.60            | 316.08         | 57.36             | 1,792.04           |
| 108          | 108     | -7.16               | 0.00           | 0.00              | -7.16              |
| 110          | 110     | -1,024.10           | -261.11        | 0.00              | -1,285.21          |
| 113          | 113     | 0.00                | 0.00           | 1.32              | 1.32               |
| 114          | 114     | -32.67              | 0.00           | 33.00             | 0.33               |
| 117          | 117     | 901.43              | 0.00           | 142.03            | 1,043.46           |
| 119          | 119     | 6,138.86            | 1,357.05       | 1,810.48          | 9,306.39           |
| <b>Total</b> |         | <b>\$4,397.51</b>   | <b>\$73.70</b> | <b>\$5,647.65</b> | <b>\$10,118.86</b> |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                        | <u>Amount</u>    |
|--------------|----------------------------|-------------------------------------|------------------|
| <b>12110</b> | <b>Administrative Fund</b> | <b>ACCOUNTING - BAS PREPARATION</b> |                  |
| 24/07/24     | BAS QE 31/6/24             | Lmm Solutions Pty Ltd               | 150.00           |
| 24/07/24     | GST                        |                                     | -13.64           |
| 08/08/24     | QE 30/09/24                | Kelly + Partners                    | 550.00           |
| 08/08/24     | GST                        |                                     | -50.00           |
| 08/08/24     | BAS QE 30/09/24            | Lmm Solutions Pty Ltd               | 150.00           |
| 08/08/24     | GST                        |                                     | -13.64           |
| 23/10/24     | BAS QE 30/09/24            | Lmm Solutions Pty Ltd               | 200.00           |
| 23/10/24     | GST                        |                                     | -18.18           |
|              | <b>Total:</b>              |                                     | <b>954.54</b>    |
| <b>12115</b> | <b>Administrative Fund</b> | <b>ACCOUNTING - TAX RETURNS</b>     |                  |
| 18/09/24     | Tax Return 2024            | Lmm Solutions Pty Ltd               | 330.00           |
| 18/09/24     | GST                        |                                     | -30.00           |
|              | <b>Total:</b>              |                                     | <b>300.00</b>    |
| <b>12505</b> | <b>Administrative Fund</b> | <b>AUDITORS - AUDIT SERVICES</b>    |                  |
| 01/07/24     | Audit 2023/2024            | Kelly + Partners                    | 2,893.00         |
| 01/07/24     | GST                        |                                     | -263.00          |
| 01/07/24     | Audit SupportFY23-24       | Lmm Solutions Pty Ltd               | 660.00           |
| 01/07/24     | GST                        |                                     | -60.00           |
|              | <b>Total:</b>              |                                     | <b>3,230.00</b>  |
| <b>13105</b> | <b>Administrative Fund</b> | <b>CLEANING</b>                     |                  |
| 03/06/24     | June 2024                  | lofs - Inside Outside Fs            | 4,286.15         |
| 03/06/24     | GST                        |                                     | -389.65          |
| 02/07/24     | July 2024                  | lofs - Inside Outside Fs            | 4,436.19         |
| 02/07/24     | GST                        |                                     | -403.29          |
| 02/08/24     | August 2024                | lofs - Inside Outside Fs            | 4,436.19         |
| 02/08/24     | GST                        |                                     | -403.29          |
| 03/09/24     | September 2024             | lofs - Inside Outside Fs            | 4,436.19         |
| 03/09/24     | GST                        |                                     | -403.29          |
| 01/10/24     | October 2024               | lofs - Inside Outside Fs            | 4,436.19         |
| 01/10/24     | GST                        |                                     | -403.29          |
| 04/11/24     | November 2024              | lofs - Inside Outside Fs            | 4,436.19         |
| 04/11/24     | GST                        |                                     | -403.29          |
| 03/12/24     | December 2024              | lofs - Inside Outside Fs            | 7,182.12         |
| 03/12/24     | GST                        |                                     | -652.92          |
|              | <b>Total:</b>              |                                     | <b>30,590.20</b> |
| <b>13108</b> | <b>Administrative Fund</b> | <b>CLEANING - CARPARK</b>           |                  |
| 11/12/24     | Basement Sweep             | lofs - Inside Outside Fs            | 1,224.30         |
| 11/12/24     | GST                        |                                     | -111.30          |
|              | <b>Total:</b>              |                                     | <b>1,113.00</b>  |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                          | <u>Amount</u>    |
|--------------|----------------------------|---------------------------------------|------------------|
| <b>13110</b> | <b>Administrative Fund</b> | <b>CLEANING - CARPETS</b>             |                  |
| 12/06/24     | CP Carpets & Stairs        | lofs - Inside Outside Fs              | 357.50           |
| 12/06/24     | GST                        |                                       | -32.50           |
| 13/12/24     | Complex wide               | lofs - Inside Outside Fs              | 2,561.63         |
| 13/12/24     | GST                        |                                       | -232.88          |
|              | <b>Total:</b>              |                                       | <b>2,653.75</b>  |
| <b>13112</b> | <b>Administrative Fund</b> | <b>CLEANING - GARBAGE AREA + BINS</b> |                  |
| 22/07/24     | 19/07/24                   | A.C.T Wheelie Clean                   | 412.50           |
| 22/07/24     | GST                        |                                       | -37.50           |
| 25/11/24     | Waste removal              | lofs - Inside Outside Fs              | 203.50           |
| 25/11/24     | GST                        |                                       | -18.50           |
|              | <b>Total:</b>              |                                       | <b>560.00</b>    |
| <b>13113</b> | <b>Administrative Fund</b> | <b>CLEANING - GUTTER</b>              |                  |
| 04/07/24     | Annual clean               | Lawley's Roofing P/L                  | 15,070.00        |
| 04/07/24     | GST                        |                                       | -1,370.00        |
|              | <b>Total:</b>              |                                       | <b>13,700.00</b> |
| <b>13600</b> | <b>Administrative Fund</b> | <b>FIRE MONITORING</b>                |                  |
| 25/07/24     | 01/05/24 - 31/07/24        | Chubb Fire & Security P/L             | 513.22           |
| 25/07/24     | GST                        |                                       | -46.66           |
| 24/10/24     | 01/08/24 - 31/10/24        | Chubb Fire & Security P/L             | 534.26           |
| 24/10/24     | GST                        |                                       | -48.57           |
|              | <b>Total:</b>              |                                       | <b>952.25</b>    |
| <b>13605</b> | <b>Administrative Fund</b> | <b>FIRE PROTECTION CONTRACT</b>       |                  |
| 12/06/24     | June 2024                  | Onbfs - O'Neill & Brown Fire          | 411.59           |
| 12/06/24     | GST                        |                                       | -37.42           |
| 25/07/24     | July 2024                  | Onbfs - O'Neill & Brown Fire          | 411.59           |
| 25/07/24     | GST                        |                                       | -37.42           |
| 22/08/24     | August 2024                | Onbfs - O'Neill & Brown Fire          | 411.59           |
| 22/08/24     | GST                        |                                       | -37.42           |
| 26/09/24     | September 2024             | Onbfs - O'Neill & Brown Fire          | 411.59           |
| 26/09/24     | GST                        |                                       | -37.42           |
| 10/10/24     | Unit Entry Dr Testin       | Onbfs - O'Neill & Brown Fire          | 1,587.30         |
| 10/10/24     | GST                        |                                       | -144.30          |
| 29/10/24     | October 2024               | Onbfs - O'Neill & Brown Fire          | 411.59           |
| 29/10/24     | GST                        |                                       | -37.42           |
| 02/12/24     | November 2024              | Onbfs - O'Neill & Brown Fire          | 423.96           |
| 02/12/24     | GST                        |                                       | -38.54           |
| 10/12/24     | December 2024              | Onbfs - O'Neill & Brown Fire          | 423.96           |
| 10/12/24     | GST                        |                                       | -38.54           |
|              | <b>Total:</b>              |                                       | <b>4,084.69</b>  |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                              | <u>Amount</u>     |
|--------------|----------------------------|---|-------------------|
| <b>13615</b> | <b>Administrative Fund</b> | <b>FIRE PRTCN-REPAIRS &amp; SERVICING</b> |                   |
| 24/06/24     | Monitoring Faults          | Chubb Fire & Security P/L                 | 588.50            |
| 24/06/24     | GST                        |   | -53.50            |
| 01/10/24     | Anubar repair              | Onbfs - O'Neill & Brown Fire              | 720.50            |
| 01/10/24     | GST                        |   | -65.50            |
| 30/10/24     | U102 - FD replace          | Onbfs - O'Neill & Brown Fire              | 2,860.00          |
| 30/10/24     | GST                        |   | -260.00           |
| 30/10/24     | U102 - FD replace          | Yim-Mckenzie                              | -1,430.00         |
| 30/10/24     | GST                        |   | 130.00            |
|              | <b>Total:</b>              |   | <b>2,490.00</b>   |
| <b>13620</b> | <b>Administrative Fund</b> | <b>FIRE EVACUATION PLAN</b>               |                   |
| 04/06/24     | Evac plan install          | Risk Managment Essentials P/L             | 4,903.80          |
| 04/06/24     | GST                        |   | -445.80           |
|              | <b>Total:</b>              |   | <b>4,458.00</b>   |
| <b>13800</b> | <b>Administrative Fund</b> | <b>FUNDS TRANSFER TO SF</b>               |                   |
| 01/08/24     | AF Transfer to SF          | As Agreed At Agm                          | 150,000.00        |
|              | <b>Total:</b>              |   | <b>150,000.00</b> |
| <b>13900</b> | <b>Administrative Fund</b> | <b>GARAGE MAINTENANCE</b>                 |                   |
| 16/09/24     | Svc July 2024              | Act Doorland                              | 330.00            |
| 16/09/24     | GST                        |   | -30.00            |
| 23/09/24     | Svc - Sep 2024             | Act Doorland                              | 330.00            |
| 23/09/24     | GST                        |   | -30.00            |
|              | <b>Total:</b>              |   | <b>600.00</b>     |
| <b>13905</b> | <b>Administrative Fund</b> | <b>GARDEN &amp; GROUNDS</b>               |                   |
| 03/06/24     | June 2024                  | lofs - Inside Outside Fs                  | 2,652.98          |
| 03/06/24     | GST                        |   | -241.18           |
| 02/07/24     | July 2024                  | lofs - Inside Outside Fs                  | 2,745.93          |
| 02/07/24     | GST                        |   | -249.63           |
| 02/08/24     | August 2024                | lofs - Inside Outside Fs                  | 2,745.93          |
| 02/08/24     | GST                        |   | -249.63           |
| 03/09/24     | September 2024             | lofs - Inside Outside Fs                  | 2,745.93          |
| 03/09/24     | GST                        |   | -249.63           |
| 01/10/24     | October 2024               | lofs - Inside Outside Fs                  | 2,745.93          |
| 01/10/24     | GST                        |   | -249.63           |
| 04/11/24     | November 2024              | lofs - Inside Outside Fs                  | 2,745.93          |
| 04/11/24     | GST                        |   | -249.63           |
|              | <b>Total:</b>              |   | <b>14,893.30</b>  |
| <b>13908</b> | <b>Administrative Fund</b> | <b>GARDEN &amp; GROUNDS - IRRIGATION</b>  |                   |
| 01/10/24     | Replace Sprinker           | lofs - Inside Outside Fs                  | 181.50            |
| 01/10/24     | GST                        |   | -16.50            |
|              | <b>Total:</b>              |   | <b>165.00</b>     |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                             | <u>Amount</u>     |
|--------------|----------------------------|--|-------------------|
| <b>13910</b> | <b>Administrative Fund</b> | <b>GARDEN &amp; GROUNDS - ADDITIONAL</b> |                   |
| 28/10/24     | Fertiliser/Gypsum          | lofs - Inside Outside Fs                 | 641.25            |
| 28/10/24     | GST                        |  | -58.30            |
|              | <b>Total:</b>              |  | <b>582.95</b>     |
| <b>14000</b> | <b>Administrative Fund</b> | <b>GOVERNMENT FEES</b>                   |                   |
| 14/08/24     | Rules Registration         | Lmm Solutions Pty Ltd                    | 172.00            |
| 30/10/24     | COU certs                  | Lmm Solutions Pty Ltd                    | 66.50             |
|              | <b>Total:</b>              |  | <b>238.50</b>     |
| <b>14303</b> | <b>Administrative Fund</b> | <b>INSURANCE REPAIRS UNDER EXCESS</b>    |                   |
| 05/07/24     | U71 Ceiling                | Casablanca Painting                      | 1,760.00          |
| 05/07/24     | GST                        |  | -160.00           |
| 05/07/24     | U84 Ceiling                | Casablanca Painting                      | 1,760.00          |
| 05/07/24     | GST                        |  | -160.00           |
|              | <b>Total:</b>              |  | <b>3,200.00</b>   |
| <b>14310</b> | <b>Administrative Fund</b> | <b>INSURANCE - PREMIUM</b>               |                   |
| 01/10/24     | 24/10/24 - 24/10/25        | Bcb Strata Insurance Brokers             | 118,049.61        |
| 01/10/24     | GST                        |  | -10,731.78        |
|              | <b>Total:</b>              |  | <b>107,317.83</b> |
| <b>14350</b> | <b>Administrative Fund</b> | <b>INTERNET</b>                          |                   |
| 10/06/24     | IINET - Jun 2024           |  | 69.99             |
| 10/06/24     | GST                        |  | -6.36             |
| 08/07/24     | IINET - Jul 2024           |  | 69.99             |
| 08/07/24     | GST                        |  | -6.36             |
| 06/08/24     | IINET - Aug 2024           |  | 69.99             |
| 06/08/24     | GST                        |  | -6.36             |
| 06/09/24     | IINET - Sep 2024           |  | 69.99             |
| 06/09/24     | GST                        |  | -6.36             |
| 07/10/24     | IINET - Oct 2024           |  | 69.99             |
| 07/10/24     | GST                        |  | -6.36             |
| 05/11/24     | IINET - Nov 2024           |  | 69.99             |
| 05/11/24     | GST                        |  | -6.36             |
| 09/12/24     | IINET - Dec 2024           |  | 69.99             |
| 09/12/24     | GST                        |  | -6.36             |
|              | <b>Total:</b>              |  | <b>445.41</b>     |
| <b>14500</b> | <b>Administrative Fund</b> | <b>KEYS/ACCESS</b>                       |                   |
| 11/07/24     | 6 x Fobs                   | Complete Security Solutions              | 187.00            |
| 11/07/24     | GST                        |  | -17.00            |
| 09/10/24     | Program Fobs               | Complete Security Solutions              | 187.00            |
| 09/10/24     | GST                        |  | -17.00            |
|              | <b>Total:</b>              |  | <b>340.00</b>     |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                           | <u>Amount</u> |
|--------------|----------------------------|--|---------------|
| <b>14605</b> | <b>Administrative Fund</b> | <b>LEGAL &amp; DEBT COLLECTION FEE</b> |               |
| 14/08/24     | U119 Debt Collection       | Lmm Solutions Pty Ltd                  | 250.00        |
| 14/08/24     | GST                        |  | -22.73        |
| 14/08/24     | U119 Debt Collection       | lihan                                  | -250.00       |
| 14/08/24     | GST                        |  | 22.73         |
| 16/08/24     | U119- Demand letter        | Collection Corporation Of Aust         | 77.00         |
| 16/08/24     | GST                        |  | -7.00         |
| 23/08/24     | U119- Demand letter        | lihan                                  | -77.00        |
| 23/08/24     | GST                        |  | 7.00          |
| 03/09/24     | U119-INV-473148            | Collection Corporation Of Aust         | 762.00        |
| 03/09/24     | GST                        |  | -69.27        |
| 06/09/24     | U119-INV-473148            | lihan                                  | -762.00       |
| 06/09/24     | GST                        |  | 69.27         |
| 30/10/24     | U119-INV-479864            | Collection Corporation Of Aust         | 220.00        |
| 30/10/24     | GST                        |  | -20.00        |
| 31/10/24     | U119-INV-479864            | lihan                                  | -220.00       |
| 31/10/24     | GST                        |  | 20.00         |
| 27/11/24     | U119-INV-483820            | Collection Corporation Of Aust         | 66.00         |
| 27/11/24     | GST                        |  | -6.00         |
| 29/11/24     | U119-INV-483820            | lihan                                  | -66.00        |
| 29/11/24     | GST                        |  | 6.00          |
| 19/12/24     | U119-INV-486986            | Collection Corporation Of Aust         | 66.00         |
| 19/12/24     | GST                        |  | -6.00         |
| 19/12/24     | U119-INV-486986            | lihan                                  | -66.00        |
| 19/12/24     | GST                        |  | 6.00          |
|              | <b>Total:</b>              |  | <b>0.00</b>   |
| <b>15005</b> | <b>Administrative Fund</b> | <b>MANAGEMENT FEES</b>                 |               |
| 03/06/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,000.00      |
| 03/06/24     | GST                        |  | -454.55       |
| 01/07/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,000.00      |
| 01/07/24     | GST                        |  | -454.55       |
| 01/08/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,000.00      |
| 01/08/24     | GST                        |  | -454.55       |
| 06/08/24     | Jul 2024 Pro Rata          | Lmm Solutions Pty Ltd                  | 187.50        |
| 06/08/24     | GST                        |  | -17.05        |
| 06/08/24     | Aug 2024 Pro Rata          | Lmm Solutions Pty Ltd                  | 187.50        |
| 06/08/24     | GST                        |  | -17.05        |
| 02/09/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,187.50      |
| 02/09/24     | GST                        |  | -471.59       |
| 01/10/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,187.50      |
| 01/10/24     | GST                        |  | -471.59       |
| 01/11/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,187.50      |
| 01/11/24     | GST                        |  | -471.59       |
| 02/12/24     | Management Fees            | Lmm Solutions Pty Ltd                  | 5,187.50      |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                       | <u>Amount</u>    |
|--------------|----------------------------|------------------------------------|------------------|
| <b>15005</b> | <b>Administrative Fund</b> | <b>MANAGEMENT FEES</b>             |                  |
| 02/12/24     | GST                        |                                    | -471.59          |
| 06/01/25     | Management Fees            | Lmm Solutions Pty Ltd              | 5,187.50         |
| 06/01/25     | GST                        |                                    | -471.59          |
|              | <b>Total:</b>              |                                    | <b>37,556.80</b> |
| <b>15500</b> | <b>Administrative Fund</b> | <b>MISCELLANEOUS</b>               |                  |
| 01/11/24     | Laptop for Fob Sys.        | Catlin                             | -658.80          |
| 01/11/24     | GST                        |                                    | 59.89            |
|              | <b>Total:</b>              |                                    | <b>-598.91</b>   |
| <b>15810</b> | <b>Administrative Fund</b> | <b>PAINTING - INTERNAL</b>         |                  |
| 05/12/24     | U102 Ceiling & door        | Casablanca Painting                | 1,430.00         |
| 05/12/24     | GST                        |                                    | -130.00          |
|              | <b>Total:</b>              |                                    | <b>1,300.00</b>  |
| <b>15950</b> | <b>Administrative Fund</b> | <b>PLUMBING &amp; DRAINAGE</b>     |                  |
| 16/07/24     | PPM 11/07/24               | Venture Plumbing                   | 1,320.00         |
| 16/07/24     | GST                        |                                    | -120.00          |
| 09/10/24     | PPM 09/10/24               | Venture Plumbing                   | 1,320.00         |
| 09/10/24     | GST                        |                                    | -120.00          |
| 19/12/24     | Dual Check Valve           | Venture Plumbing                   | 2,373.17         |
| 19/12/24     | GST                        |                                    | -215.74          |
|              | <b>Total:</b>              |                                    | <b>4,557.43</b>  |
| <b>15982</b> | <b>Administrative Fund</b> | <b>PRIOR PERIOD GST ADJUSTMENT</b> |                  |
| 03/07/24     | ATO Refund                 |                                    | -4,880.00        |
| 04/07/24     | From 061008                |                                    | 4,823.00         |
|              | <b>Total:</b>              |                                    | <b>-57.00</b>    |
| <b>16200</b> | <b>Administrative Fund</b> | <b>REPORTS</b>                     |                  |
| 31/10/24     | Prep Tender Docs           | Wise Choice Project Services       | 13,117.50        |
| 31/10/24     | GST                        |                                    | -1,192.50        |
| 31/10/24     | Pool certification         | Act Certification Services P/L     | 980.00           |
| 31/10/24     | GST                        |                                    | -89.09           |
|              | <b>Total:</b>              |                                    | <b>12,815.91</b> |
| <b>16250</b> | <b>Administrative Fund</b> | <b>RUBBISH REMOVAL</b>             |                  |
| 05/08/24     | Mattress 01/08/24          | Tccs - Transport Canb & City       | 43.50            |
| 05/08/24     | GST                        |                                    | -3.95            |
| 26/08/24     | Waste to Kerb 230824       | Iofs - Inside Outside Fs           | 137.50           |
| 26/08/24     | GST                        |                                    | -12.50           |
|              | <b>Total:</b>              |                                    | <b>164.55</b>    |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                            | <u>Amount</u>    |
|--------------|----------------------------|---|------------------|
| <b>16300</b> | <b>Administrative Fund</b> | <b>SECURITY</b>                         |                  |
| 10/07/24     | Annual Fees                | Complete Security Solutions             | 541.20           |
| 10/07/24     | GST                        |   | -49.20           |
|              | <b>Total:</b>              |   | <b>492.00</b>    |
| <b>17005</b> | <b>Administrative Fund</b> | <b>UTILITIES - ELECTRICITY</b>          |                  |
| 05/12/24     | ActewAGL Credit            |   | -10,655.13       |
| 05/12/24     | GST                        |   | 968.65           |
|              | <b>Total:</b>              |   | <b>-9,686.48</b> |
| <b>17030</b> | <b>Administrative Fund</b> | <b>UTILITIES - WATER &amp; SEWERAGE</b> |                  |
| 15/07/24     | 3001-2604   3311kL         | Icon Water                              | 7,979.51         |
| 26/07/24     | 2604-2307   3343kL         | Icon Water                              | 8,329.85         |
| 30/10/24     | 2307-2510   3548kL         | Icon Water                              | 9,082.88         |
|              | <b>Total:</b>              |   | <b>25,392.24</b> |
| <b>18050</b> | <b>Administrative Fund</b> | <b>R&amp;M - ELECTRICAL</b>             |                  |
| 17/06/24     | Faulty Antenna/Ampli       | Smr Communications                      | 766.70           |
| 17/06/24     | GST                        |   | -69.70           |
| 02/07/24     | Stairwell No Power         | Maritex Commercial                      | 308.00           |
| 02/07/24     | GST                        |   | -28.00           |
| 17/12/24     | U38 light makesafe         | Maritex Commercial                      | 247.50           |
| 17/12/24     | GST                        |   | -22.50           |
|              | <b>Total:</b>              |   | <b>1,202.00</b>  |
| <b>18080</b> | <b>Administrative Fund</b> | <b>R&amp;M - GARAGE</b>                 |                  |
| 16/10/24     | Ground Track/Wheels        | Act Doorland                            | 1,760.00         |
| 16/10/24     | GST                        |   | -160.00          |
| 12/12/24     | Realign Brackets           | Act Doorland                            | 480.00           |
| 12/12/24     | GST                        |   | -43.64           |
| 17/12/24     | Re-align sensors           | Act Doorland                            | 330.00           |
| 17/12/24     | GST                        |   | -30.00           |
|              | <b>Total:</b>              |   | <b>2,336.36</b>  |
| <b>18090</b> | <b>Administrative Fund</b> | <b>R&amp;M - GENERAL</b>                |                  |
| 21/10/24     | Gate hinge repairs         | Affordable Luxury Living P/L,           | 770.00           |
| 21/10/24     | GST                        |   | -70.00           |
|              | <b>Total:</b>              |   | <b>700.00</b>    |
| <b>18100</b> | <b>Administrative Fund</b> | <b>R&amp;M - INTERCOM</b>               |                  |
| 20/06/24     | U109 Intercom              | Access & Intercom Pty Ltd               | 407.00           |
| 20/06/24     | GST                        |   | -37.00           |
| 22/07/24     | U114 call out              | Access & Intercom Pty Ltd               | 220.00           |
| 22/07/24     | GST                        |   | -20.00           |
| 26/07/24     | U114 call out              | Sonui Family Custodian Pty Ltd          | -220.00          |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                             | <u>Amount</u>   |
|--------------|----------------------------|--|-----------------|
| <b>18100</b> | <b>Administrative Fund</b> | <b>R&amp;M - INTERCOM</b>                |                 |
| 26/07/24     | GST                        |  | 20.00           |
| 22/08/24     | U42 - Damaged cable        | Access & Intercom Pty Ltd                | 220.00          |
| 22/08/24     | GST                        |  | -20.00          |
|              | <b>Total:</b>              |  | <b>570.00</b>   |
| <b>18125</b> | <b>Administrative Fund</b> | <b>R&amp;M - LOCKS &amp; ACCESS</b>      |                 |
| 15/07/24     | Security box lock          | Canberra Locksmiths                      | 314.00          |
| 15/07/24     | GST                        |  | -28.55          |
| 02/08/24     | Elect.Strike EntryDr       | Canberra Locksmiths                      | 435.00          |
| 02/08/24     | GST                        |  | -39.55          |
| 05/09/24     | Repair Lock                | Canberra Locksmiths                      | 170.00          |
| 05/09/24     | GST                        |  | -15.45          |
|              | <b>Total:</b>              |  | <b>835.45</b>   |
| <b>18130</b> | <b>Administrative Fund</b> | <b>R&amp;M - PLUMBING &amp; DRAINAGE</b> |                 |
| 07/06/24     | U84 Repair                 | Venture Plumbing                         | 1,816.12        |
| 07/06/24     | GST                        |  | -165.10         |
| 12/06/24     | HWS Leak                   | Venture Plumbing                         | 550.00          |
| 12/06/24     | GST                        |  | -50.00          |
| 28/06/24     | HWU Leak                   | Venture Plumbing                         | 247.50          |
| 28/06/24     | GST                        |  | -22.50          |
| 30/07/24     | Multiple Units No HW       | Venture Plumbing                         | 283.25          |
| 30/07/24     | GST                        |  | -25.75          |
| 13/08/24     | U102 Leak - Ceiling        | Venture Plumbing                         | 247.50          |
| 13/08/24     | GST                        |  | -22.50          |
| 13/08/24     | U56 Leak - Ceiling         | Venture Plumbing                         | 338.25          |
| 13/08/24     | GST                        |  | -30.75          |
| 17/10/24     | U56 Burst Pipe Bthrm       | Level Plumbing                           | 420.48          |
| 17/10/24     | GST                        |  | -38.23          |
| 17/10/24     | U102 - roof leak           | Venture Plumbing                         | 1,757.80        |
| 17/10/24     | GST                        |  | -159.80         |
| 18/10/24     | U56 Burst Pipe Bthrm       | Zhang                                    | -420.48         |
| 18/10/24     | GST                        |  | 38.23           |
| 15/11/24     | U110 StorageCageLeak       | Venture Plumbing                         | 253.00          |
| 15/11/24     | GST                        |  | -23.00          |
| 19/12/24     | U41 Block Drain            | Venture Plumbing                         | 495.00          |
| 19/12/24     | GST                        |  | -45.00          |
| 19/12/24     | U92 Leak in Bedroom        | Venture Plumbing                         | 341.00          |
| 19/12/24     | GST                        |  | -31.00          |
| 19/12/24     | U41 Block Drain            | Johnston                                 | -495.00         |
| 19/12/24     | GST                        |  | 45.00           |
| 19/12/24     | U92 Leak in Bedroom        | Ruaya                                    | -341.00         |
| 19/12/24     | GST                        |  | 31.00           |
|              | <b>Total:</b>              |  | <b>4,994.02</b> |



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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>             | <u>Payee</u>                      | <u>Amount</u>      |
|--------------|----------------------------|-----------------------------------|--------------------|
| <b>18140</b> | <b>Administrative Fund</b> | <b>R&amp;M - POOL &amp; SPA</b>   |                    |
| 07/06/24     | May 2024                   | Poolwerx                          | 803.30             |
| 07/06/24     | GST                        |                                   | -73.03             |
| 28/06/24     | June 2024                  | Poolwerx                          | 545.90             |
| 28/06/24     | GST                        |                                   | -49.63             |
| 29/07/24     | July 2024                  | Poolwerx                          | 536.40             |
| 29/07/24     | GST                        |                                   | -48.76             |
| 29/08/24     | August 2024                | Poolwerx                          | 592.10             |
| 29/08/24     | GST                        |                                   | -53.83             |
| 26/09/24     | September 2024             | Poolwerx                          | 588.40             |
| 26/09/24     | GST                        |                                   | -53.49             |
| 28/10/24     | 24/10/24                   | Poolwerx                          | 119.50             |
| 28/10/24     | GST                        |                                   | -10.86             |
| 28/10/24     | 10/10/24                   | Poolwerx                          | 231.80             |
| 28/10/24     | GST                        |                                   | -21.07             |
| 28/10/24     | 17/10/24                   | Poolwerx                          | 136.00             |
| 28/10/24     | GST                        |                                   | -12.36             |
| 28/10/24     | 03/10/24                   | Poolwerx                          | 225.90             |
| 28/10/24     | GST                        |                                   | -20.54             |
| 02/12/24     | 31/10/24                   | Poolwerx                          | 146.70             |
| 02/12/24     | GST                        |                                   | -13.34             |
| 02/12/24     | 07/11/24                   | Poolwerx                          | 121.70             |
| 02/12/24     | GST                        |                                   | -11.06             |
|              | <b>Total:</b>              |                                   | <b>3,679.73</b>    |
| <b>23005</b> | <b>Sinking Fund</b>        | <b>SF - BUILDING IMPROVEMENTS</b> |                    |
| 15/10/24     | Rubber seal replace        | Pmg Rendering P/L                 | 32,423.60          |
| 15/10/24     | GST                        |                                   | -2,947.60          |
|              | <b>Total:</b>              |                                   | <b>29,476.00</b>   |
| <b>23200</b> | <b>Sinking Fund</b>        | <b>SF - ELECTRICAL</b>            |                    |
| 15/08/24     | Emergency Lights           | Maritex Commercial                | 1,996.50           |
| 15/08/24     | GST                        |                                   | -181.50            |
|              | <b>Total:</b>              |                                   | <b>1,815.00</b>    |
| <b>23800</b> | <b>Sinking Fund</b>        | <b>FUNDS TRANSFER FROM AF</b>     |                    |
| 01/08/24     | SF Transfer from AF        | As Agreed At Agm                  | -150,000.00        |
|              | <b>Total:</b>              |                                   | <b>-150,000.00</b> |
| <b>24020</b> | <b>Sinking Fund</b>        | <b>SF - HEIGHT SAFETY SYSTEM</b>  |                    |
| 10/07/24     | Installation of HSS        | Touchdown                         | 37,988.50          |
| 10/07/24     | GST                        |                                   | -3,453.50          |
|              | <b>Total:</b>              |                                   | <b>34,535.00</b>   |



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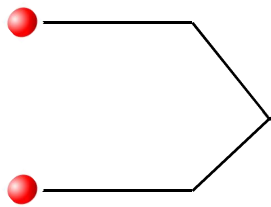
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## Units Plan No. 3802

### ACCOUNTS SUMMARY

1 June 2024 to 6 January 2025

| <u>Date</u>  | <u>Details</u>      | <u>Payee</u>                        | <u>Amount</u>    |
|--------------|---------------------|-------------------------------------|------------------|
| <b>24050</b> | <b>Sinking Fund</b> | <b>SF - HOT WATER SYSTEM</b>        |                  |
| 30/07/24     | New HWU             | Venture Plumbing                    | 3,973.09         |
| 30/07/24     | GST                 |                                     | -361.19          |
| 23/09/24     | HWS Manifold        | B3 Plumbing Act                     | 5,170.00         |
| 23/09/24     | GST                 |                                     | -470.00          |
|              | <b>Total:</b>       |                                     | <b>8,311.90</b>  |
| <b>26006</b> | <b>Sinking Fund</b> | <b>SF - PLUMBING &amp; DRAINAGE</b> |                  |
| 28/06/24     | Isolated HW System  | Venture Plumbing                    | 3,973.09         |
| 28/06/24     | GST                 |                                     | -361.19          |
| 29/07/24     | Rprs to sewer pipe  | Affordable Luxury Living P/L,       | 24,028.40        |
| 29/07/24     | GST                 |                                     | -2,184.40        |
| 30/08/24     | SW Penetration rep  | B3 Plumbing Act                     | 12,980.00        |
| 30/08/24     | GST                 |                                     | -1,180.00        |
|              | <b>Total:</b>       |                                     | <b>37,255.90</b> |



Civium Strata  
Locked Bag 3008  
Woden ACT 2606

30 September 2016

Attention: Mr Jarrod Smith

Dear Jarrod,

### **UP 3802 – Synergy Apartments, Flemington Road Building Inspection Overview**

The following is an overview of the inspection carried out and inspection report provided to you via email on 22 August.

My inspection was a visual, non-invasive review of the external areas of the building, the internal common corridors, the basement car park, and all of the central courtyard facilities. What is recorded in my inspection report is what was visible on the day; meaning that at night, or in times of rain, other issues may be present that were not obvious to me on the days of the inspections being carried out. Access to roof areas was not available for inspection. Generally, for the age of the building, the condition of the external finishes and fixtures was within expectations. I did not see any issues that would warrant further engagement of specialist consultants, such as Fire, Structural or Hydraulic Engineers. Commentary regarding the BBQ area tiling can be clarified if necessary at the EC meeting in November, which I am happy to attend.

As an overall impression, as noted in my email, the buildings were of a reasonable construction standard, and whilst there are various issues to attend to, my overall impression was not one of concern about considerable defects or poor building practices. The building was clearly designed as a mid-level quality development – by this, I mean it is neither public housing standard, at the low end of the scale, nor premium residential apartment level of construction. As such, the standard of construction is generally in keeping with what would be expected. As with all buildings, as highlighted in my report, there are numerous issues that need attention, and as the building ages, ongoing maintenance will have to be increased. The two main issues, from my perspective that need attention are:

1. Rectification of leaks, mainly into the car park.
2. Render and paint repairs – which should be carried out immediately prior to a full facility re-paint. Normally, an external repaint should be considered as being necessary at around the 7 year mark. If paint is left too long before re-coating, and becomes chalky (when you run your hand across it, dry paint shows on your hand), the cost of repainting increases significantly.

The biggest item for the EC to keep in mind is that the facility will need to be repainted externally within around 2 years. At this time the generally minor cracking in render can be addressed and repaired, and the paint bubbles currently visible treated.

There are a few items that I would recommend be taken up with the builder of the facility – Milin Builders Pty Ltd. As the builder, they do have an ongoing liability for structural items for a period of 6 years from the date of the certificate of occupancy, and if approached in the right way, I would be surprised if they did not react positively about rectifying a few issues. Structural issues include water leaks, therefore I would certainly go back to them about the window leaks identified, and try to get some of the basement leaks attended to by them. Interestingly, the Building Code of Australia does not require a basement to be fully dry, so their level of cooperation on the basement leaks will depend on their mood! Specific items from my report that I would recommend taking up with them are:

1. Observation item H – issue of gaps under apartment entry doors
2. Defect item 23 - The fact that one of the sump pumps in the basement is not connected to power
3. Defect item 69 - the delaminating wall cladding at the front of units 21-26.
4. Defect item 88 & 91 – window leak to common area of units 33-38.
5. Defect item 118 – window leak to common area of units 59-64.
6. Defect item 142 – loose window to common area of units 71-76.
7. Defect item 172 – balcony crack and leak

With regards to the pool area, it is my understanding that a pool fence must be at least 1200mm high, have non climbable supports, and have gaps not exceeding 100mm. I do not consider that all areas of the fence comply with this requirement, particularly on the south-west and north-west junctions of the fencing with the BBQ area wall. In one area, a foothold was possible at less than 800mm above the ground level. I have attached an ACT planning document for your information and assistance. I would take this issue up with Milin Builders.

Should you require any further information or clarification on any issue, please feel free to contact me. As noted above, I am happy to attend the EC meeting in November to address any issues.

Yours faithfully

A handwritten signature in black ink, appearing to read "Stephen Wise".

Stephen Wise  
0410 045768

| Item No                       | Level             | Area  | Issue Identified  | Photo No |
|-------------------------------|-------------------|---|---|----------|
| <b>Observations</b>           |                   |   |   |          |
| i                             | Basement          |   | A stormwater re-use system is installed in the car park. Regular servicing of the system will be required to ensure a satisfactory service life is achieved.  |          |
| ii                            | Basement          |   | Numerous sump pumps are installed in the basement - these will need to be checked for satisfactory operation on a regular basis.  |          |
| iii                           | Basement          |   | There is a car park exhaust system installed in the car park, which requires regular servicing.   |          |
| iv                            | All               | Fire services                                       | All fire equipment tags inspected had in date inspection stamps.  |          |
| <b>Consistent Items found</b> |                   |   |   |          |
| A                             | Basement          |   | Numerous zincalume safe trays have been installed underneath leaks coming through the slab soffit. There are 2 issues with this:<br>1) The safe trays do not solve the problem, they just deal with the water. Rectifying the cause of the leaks above is a preferable approach.<br>2) Zincalume metal gets aggressively attacked by the alkali nature of water that leaks through concrete meaning that the life expectancy of such installations is short - 3 to 7 years depending on flow.<br>Trays should be used as a last resort, and if required be constructed from stainless steel or as a lower preference, colourbond material |          |
| B                             | Basement          |   | There are numerous locations in the basement where there is spalling evident to the concrete beam above the central line of storage cages. This is not generally considered to be a structural issue, however the loose concrete should be removed to reduce the risk of it falling and damaging something or someone.  | 1        |
| C                             | External          | Gardens   | Topsoil levels have generally dropped all around the development and within garden boxes. This indicates a lack of compaction during construction. Soil levels should be topped up and garden beds re-mulched.  |          |
| D                             | External          | Render  | Numerous areas of render have cracked and in some areas, minor spalling is occurring. These areas should be patched properly prior to any repainting.   | 2 & 3    |
| E                             | External          | Render  | Movement grooves cut into the render are regularly incorrectly located nor deep enough, which causes cracking to occur. Relief joints should be cut into the correct locations, and at least 4mm deep prior to any repainting programme.  | 4        |
| F                             | External          | Metal capping                                       | In numerous locations the metal capping at the top of the rendered walls is pulling away and leaving gaps through which water and vermin could enter. These cappings should be refixed down.  | 5        |
| G                             | External          | Sealant   | The junctions between dissimilar materials such as rendered walls and wall cladding need to be resealed with polyurethane sealant to prevent water and vermin ingress.  |          |
| H                             | Internal          | Apartment entry doors                               | The gap under these doors regularly exceeds the allowable 10mm for a fire rated door set. This issue should be referred to the company that inspects the doors.   | 6        |
| I                             | Central courtyard | Walkways  | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, up to 2mm of water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended.  | 7 & 8    |
| J                             | L2                | Window walls at external concrete awning & cladding | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside.   | 9        |
| <b>Basement</b>               |                   |   |   |          |
| 1                             | Basement          | Car space 20  | Leak evident above nose end of car space  | 10       |
| 2                             | Basement          | Car space 18  | Leak evident around stormwater & copper pipe. A zincalume catch tray has been installed to catch this, however the source of the leak above should be rectified   |          |
| 3                             | Basement          | Aisle behind car space 14                           | Leak evident through insulation under slab  | 11       |
| 4                             | Basement          | Aisle - behind car space 12                         | The concrete slab is cracked and spalled at a joint in the floor. Loose concrete should be removed, repaired and the open joint sealed with polyurethane sealant.   | 12       |

| Item No         | Level             | Area                            | Issue Identified  | Photo No |
|-----------------|-------------------|---------------------------------|---|----------|
| 5               | Basement          | Storage cage 63                 | Leak evident around stormwater pipe. Should be repaired from above.   | 13       |
| 6               | Basement          | Car space 8                     | Leak evident around stormwater & copper pipe. The source of the leak above should be rectified  | 14       |
| 7               | Basement          | Car space 1                     | Leak evident through conduit adjacent to jet fan installed below slab - source of leak should be rectified  | 15       |
| 8               | Basement          | Aisle behind car space 1        | Leak evident through conduit/slab - source of leak should be rectified  |          |
| 9               | Basement          | Adjacent car space 3            | The concrete slab is cracked and spalled at joint. The open joint should be cleaned and sealed with polyurethane sealant.   | 16       |
| 10              | Basement          | Car space 3 (E)                 | A leak is evident through an electrical junction box above this car space. The source of the leak should be sourced and repaired.   |          |
| 11              | Basement          | Storage cages 2, 4, 5, 105 & 32 | Concrete spalling to the beam above these cages has resulted in chunks of concrete falling into the cages & drainage tray - these should be cleaned out & any loose concrete removed.   |          |
| 12              | Basement          | Above storage cage 6            | A significant leak is evident through a redundant pipe penetration. The source of the leak should be repaired from above.   | 17       |
| 13              | Basement          | Car space 5                     | Leak evident through electrical junction box - source of leak should be rectified   |          |
| 14              | Basement          | Between car spaces 2 & 11       | The open floor joint in the aisle and adjacent to these 2 car spaces should be cleaned out and sealed with polyurethane sealant.  |          |
| 15              | Basement          | Car space 11 & 70               | The drainage catch tray drains onto the floor adjacent to these 2 car spaces, meaning water runs across the floor to the in ground drainage any time it rains. The outlets could be re-routed into the major catch tray that runs through the storage cages.  | 18       |
| 16              | Basement          | Between car spaces 70 & 75      | A major leak is evident through the slab soffit at the building joint. The joint above should be cleaned out and sealed with polyurethane sealant at the car park level.  | 19       |
| 17              | Basement          | Car space 19                    | Leaks are evident through the stormwater pipe and pipe support bracket at the end of this car space. The source of the leak should be repaired from above.  | 20       |
| 18              | Basement          | Car space 20                    | A major leak is evident through the stormwater pipe above this space - car damage has resulted. The source of the leak should be repaired from above.   | 21 & 22  |
| 19              | Basement          | Car space 21 & 39               | Multiple leaks are evident through the car park exhaust duct above this car space. The source of water ingress into this duct should be rectified.  |          |
| 20              | Basement          | Car space 42                    | Leaks are evident through the stormwater pipe at the aisle end of this car space. The source of the leak should be repaired from above.   | 23       |
| 21              | Basement          | Fire hydrant penetrations       | The fire hydrant penetrations in the aisle opposite car spaces 30 & 104 have significant leaks, which have been addressed by installing safe trays underneath. In the case of the one installed adjacent space 30, the resulting drainage line reduces the minimum car park height clearance, and will be subject to damage. The source of the leaks should be repaired from above. | 24       |
| 22              | Basement          | North east end                  | The key to the door at this end of the car park does not open the door - the key free turns but does not operate the lock.  |          |
| 23              | Basement          | Car park                        | One sump pump in the car park was not connected to any power (confirm, but in the mid point of the aisle on the south side of the car park)   |          |
| 24              | Basement          | Roller door controls            | It was noted that the roller door control box was damaged from some past break-in to the electrical controls. Damaged locks should be replaced.   |          |
| <b>External</b> |                   |                                 |   |          |
| 25              | Central courtyard | BBQ area roofs                  | The gutters to these roofs have no visible means of drainage (downpipes). Downpipe outlets should be installed  |          |
| 26              | Central courtyard | East bbq area                   | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure. Approximately 15% of the tiles were identified as drummy.  | 25       |
| 27              | Central courtyard | East bbq area                   | The sealant installed in the tile joints is too thin and is failing.  | 26       |

| Item No | Level             | Area                       | Issue Identified  | Photo No |
|---------|-------------------|----------------------------|---|----------|
| 28      | Central courtyard | East bbq area              | The tiling installed at the south east end has a change in level that creates a trip hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.  |          |
| 29      | Central courtyard | East bbq area              | The soil levels to the raised garden bed have dropped by up to 200mm due to a lack of compaction during construction. This exposes the waterproofing membrane installed to sun light, and will likely cause early failure of the membrane, as it is unlikely to be UV stable. Soil levels should be topped up.  | 27       |
| 30      | Central courtyard | East bbq area              | Paint failure is evident to the top of the wall adjacent to the small stair on the south side of the bbq area.  | 28       |
| 31      | Central courtyard | East bbq area              | Concrete is spalling between the path and wall. Remove loose concrete and seal with polyurethane sealant.   | 29       |
| 32      | Basement          | SE car park entry          | Leak evident above door causing rust to the frame - the source of the leak should be identified and repaired  | 30       |
| 33      | Central courtyard | Car spaces 34, 39,42       | Water ponds in car park adjacent these spaces - drains are not at the low point in the slab. This would be hard to rectify, however the ponding is a falls risk during periods of frost, when the water may freeze.   |          |
| 34      | Central courtyard | Garden bed                 | The garden bed in front of car spaces 42 & visitor leaks. Repair of the leak would not be considered to be urgent   | 31       |
| 35      | Central courtyard | East side adj rear gate    | Render is cracked in this area. Repairs should be effected prior to any repaint   | 32       |
| 36      | Central car park  | Concrete slab              | Sealant to the car park slab has failed and should be replaced - this is a source of leaks into the car park.   | 33       |
| 37      | Central courtyard | Townhouse unit             | Render is cracked in west wall of the rear courtyard and over entry to unit 8. These should be repaired prior to any repaint of the facility.   |          |
| 38      | Central courtyard | Gates off Henry Kendall St | Both gates on the south side can be opened without a key as the gaps between the post and the gate is excessive.  |          |
| 39      | Central courtyard | Gate to west laneway       | The key provided did not open this gate   |          |
| 40      | Central courtyard | South west basement exit   | The paint finish to this area is particularly poor & will need refurbishing   |          |
| 41      | Central courtyard | Walkways                   | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended. | 7 & 8    |
| 42      | Central courtyard | West bbq area              | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure - water was leaching out through the tile joints at the time of inspection. Approximately 20% of the tiles were identified as drummy.                             | 34       |
| 43      | Central courtyard | West bbq area              | The sealant installed in the tile joints is too thin and is failing.  |          |
| 44      | Central courtyard | West bbq area              | Water ponds at the NW wall projection   |          |
| 45      | Central courtyard | West bbq area              | The tiling installed at the south east end has a change in level that creates a trop hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.  |          |
| 46      | Central courtyard | West bbq area              | Concrete path is cracked and spalling, leaking into basement. The cracks should be cleaned out & widened then sealed with polyurethane sealant.   | 35       |
| 47      | Central courtyard | NW basement exit area      | Render is cracked and spalling off. This should be repaired prior to any repaint.   |          |
| 48      | Pool area         | Awning                     | The walkway awning leaks- refer item U above  |          |
| 49      | Pool area         | Plant enclosure roof       | The downpipe from the roof does not drain anywhere - which would lead to flooding across the footpath in this area  | 36       |
| 50      | Pool area         | NW & SE Corners            | The slab to the perimeter of the pool has dropped, causing the tiles to loosen and pull away. The tiles should be re-bedded and stuck down.   | 37       |

| Item No            | Level                 | Area                           | Issue Identified   | Photo No |
|--------------------|-----------------------|--------------------------------|--|----------|
| 51                 | Pool area             | Tiled perimeter                | Approximately 10% of the tiles were identified as being drummy, with some grout pump evident indicating water entry underneath the tiles.  |          |
| 52                 | Pool area             | Toilet                         | The gap between the wall cladding and the rendered wall should be sealed.  | 38       |
| 53                 | Pool area             | Plant enclosure                | The door to the plant area binds and is delaminating. Unless this is repaired promptly, the door will fail.  |          |
| 54                 | Central courtyard     | Garbage enclosure              | Repair crack in west wall prior to any repainting programme.   |          |
| 55                 | Central courtyard     | Garbage enclosure              | The top and bottom of the door is not painted - which will lead to swelling and failure of the door. These edges should be primed & painted  |          |
| 56                 | Central courtyard     | Covered awning                 | Numerous leaks were noted through the underside of this structure - mainly at the gutter line. The source of these leaks should be investigated and repaired.  |          |
| 57                 | Central courtyard     | Covered awning                 | The roof capping on the south side is detaching and should be refixed before it blows off and causes damage to people or property.   |          |
| 58                 | Ground car park entry | Garden walls                   | The rendered wall at the garden near the gate is cracked and the render is loose. These cracks and loose render should be repaired prior to any repainting programme.  | 39       |
| 59                 | Ground car park entry | Driveway slab joints           | The major joints in the driveway slab should be cleaned out and sealed with polyurethane sealant.  |          |
| 60                 | Ground car park entry | Raised garden bed on east side | Timber is evident contacting the ground below the rendered wall cladding. This will rot and cause early failure of the wall cladding. Cut off timbers, and install a barrier between the soil level (which needs to be raised) and the face of the wall cladding to keep soil away from the framing timbers. | 40       |
| 61                 | Ground car park entry | Letterboxes                    | The key to letter box no 27 is reported as not fitting the lock.   |          |
| <b>Unit Blocks</b> |                       |                                |  |          |
| 62                 | <b>Townhouses</b>     |                                |  |          |
| 63                 | Ground                | Unit 8 & 13                    | Cracking is evident to render over entry doors. These cracks should be repaired prior to any repainting programme.   |          |
| 64                 | L1                    | Unit 11                        | Cracking is evident to render adjacent window. These cracks should be repaired prior to any repainting programme.  |          |
| 65                 | Ground                | Unit 8                         | Cracking is evident to the wall adjacent to the gate to the podium area. These cracks should be repaired prior to any repainting programme.  |          |
| 66                 | L1                    | Unit 5                         | Cracking is evident to render adjacent sliding door. These cracks should be repaired prior to any repainting programme.  |          |
| 67                 | Ground                | Unit 2 & 5                     | Cracking evident to garden/courtyard wall due to differential movement. These cracks should be repaired prior to any repainting programme.   |          |
| 68                 | Ground                | North elevation                | This elevation was generally not able to be sighted due to the presence of a fence and screen planting.  |          |
| <b>Units 21-26</b> |                       |                                |  |          |
| 69                 | Ground                | Front entrance                 | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed  |          |
| 70                 | Ground                | Front entrance                 | The ferrule to the barrel bolt on the inactive leaf of the door is loose - needs to be glued in  |          |
| 71                 | All                   | Apartment doors                | Gap under fire rated entry door exceeds 10mm to all units in this block.   |          |
| 72                 | L2                    | Window wall                    | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside.  | 9        |
| <b>Units 27-32</b> |                       |                                |  |          |
| 73                 | L1                    | External balcony unit 29 & 30  | Significant cracking is evident above and below the slab junction in the wall on the north side. Loose render should be removed, render repaired and grooves re-cut at the slab junction in the wall.  |          |
| 74                 | Ground                | Front entry                    | Minor cracking is evident to the soffit/wall junction over the entry. This cracking should be repaired/resealed prior to any repainting programme.   |          |
| 75                 | All                   | Apartment doors                | Gap under fire rated entry door exceeds 10mm to units 27, 29, 30, 31 & 32  |          |

| Item No | Level              | Area                 | Issue Identified  | Photo No |
|---------|--------------------|----------------------|---|----------|
| 76      | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 27 & 28. These cracks should be patched prior to any repainting.                                   |          |
| 77      | Ground             | Corridor/landing     | A tile is lipped (raised) in the corridor which presents a trip hazard - the tile should be removed and replaced.   |          |
| 78      | Ground - L2        | External units 27-31 | Vertical cracking is evident to the render on the west wall. These cracks should be repaired prior to any repainting programme.   |          |
| 79      | Ground - L2        | Rear entry door      | Vertical cracking is evident externally to both sides of the rear entry. These cracks should be repaired prior to any repainting programme.   |          |
| 80      | G - L1             | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          |
| 81      | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          |
| 82      | L1                 | Corridor/landing     | Cracking evident in wall at landing adjacent unit 29 & 30. These cracks should be patched prior to any repainting.  |          |
|         |                    |                      |   |          |
|         | <b>Units 33-38</b> |                      |   |          |
| 83      | Ground             | Front entry          | Render cracked at wall/floor junction adjacent to entry door - this should be repaired prior to any repainting.   |          |
| 84      | Ground             | Apartment doors      | Gap under fire rated entry door to unit 34 exceeds 10mm.  |          |
| 85      | Ground             | External rear entry  | Render cracking is evident at the rear entry - the cracking should be repaired prior to any repainting programme.   |          |
| 86      | G - L1             | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          |
| 87      | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          |
| 88      | L1                 | External window wall | Signs of water leak through window wall on south side of window damaging carpet and skirting.   |          |
| 89      | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 35 & 36. These cracks should be patched prior to any repainting.                                   |          |
| 90      | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 35, 36, 37 & 38   |          |
| 91      | L2                 | External window      | A major leak is evident at the head of this window - ceiling damage evident on south side & leaks evident across the top of the window. External cladding junction failure is likely to be the cause. |          |
|         |                    |                      |   |          |
|         | <b>Units 39-46</b> |                      |   |          |
| 92      | Ground             | External front entry | A paint bubble is evident at the slab edge over the entry. This should be removed and the concrete re-sealed then painted prior to any repaint programme.   |          |
| 93      | L1                 | External unit 44     | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.  |          |
| 94      | Ground             | Adjacent unit 39     | Render cracked adjacent to entry door - this should be repaired prior to any repainting.  |          |
| 95      | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to all units in this block.  |          |
| 96      | G - L1             | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          |
| 97      | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          |
| 98      | L1                 | External window      | There is a trim over the window that is unpainted - needs to be painted in repainting programme.  |          |
|         |                    |                      |   |          |
|         | <b>Units 47-52</b> |                      |   |          |
| 99      | Ground             | External stairs      | The courtyard to rear entry stairs have a trip hazard due the concrete dropping - this should be repaired to remove the trip hazard   |          |
| 100     | Ground             | West side rear entry | Render cracked on W side of entry - this should be repaired prior to any repainting.  |          |

| Item No            | Level    | Area                          | Issue Identified  | Photo No |
|--------------------|----------|-------------------------------|---|----------|
| 101                | L2       | External unit 52              | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |
| 102                | Ground   | Entry                         | A cover to an electrical junction box is missing & should be replaced   |          |
| 103                | All      | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 47, 48, 49, 50, 51 & 52   |          |
| 104                | G - L1   | Stair                         | The render is cracking above the relief groove - refer item E above   | 4        |
| 105                | L1       | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 49 & 50. These cracks should be patched prior to any repainting. |          |
| 106                | L1       | Unit 50                       | Door unit number missing  |          |
| 107                | L1 - L2  | Stair                         | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          |
| <b>Units 53-58</b> |          |                               |   |          |
| 108                | L1       | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 55 & 56. These cracks should be patched prior to any repainting. |          |
| 109                | L1-L2    | Stair                         | The render is cracking above the relief groove - refer item E above   | 4        |
| 110                | L2       | Window                        | Trim off excess silicone around glass   |          |
| 111                | All      | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 53, 55 & 58   |          |
| 112                | Ground   | External                      | Awning leaks evident - refer item I above   | 7 & 8    |
| 113                | L2       | Balcony edge                  | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |
| 114                | Ground   | Entry                         | A cover to an electrical junction box is missing & should be replaced   |          |
| <b>Units 59-64</b> |          |                               |   |          |
| 115                | Ground   | Front entry                   | Replace missing sealant in wall panelling   |          |
| 116                | Ground   | Rear exit door                | Water pools at exit point - this is a slip hazard in frosty weather   |          |
| 117                | Ground   | Unit 60                       | Repair and repaint dent in doorframe  |          |
| 118                | L1       | Window wall                   | Leak evident on east side of window - the carpet and skirting were wet  |          |
| 119                | L1       | Window wall                   | Trim missing at head of window  | 41       |
| 120                | L1       | Window wall                   | Refix loose glazing rubbers   |          |
| 121                | L1       | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 61 & 62. These cracks should be patched prior to any repainting. |          |
| 122                | All      | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 61, 62, 63 & 64   |          |
| 123                | Basement | Car park access door          | Door binds in frame - needs to be eased and repainted   |          |
| 124                | L2 West  | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |
| 125                | L1 East  | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |
| 126                | Ground   | Front entrance                | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed                                   | 42       |
| <b>Units 65-70</b> |          |                               |   |          |
| 127                | Ground   | Entry door                    | The bolt to the bottom of the inactive leaf of the entry door is inoperative  |          |
| 128                | Ground   | Unit 65                       | Paint to the door frame of this unit is peeling   |          |
| 129                | L1       | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 67 & 68. These cracks should be patched prior to any repainting. |          |
| 130                | All      | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 67, 68, 69 & 70   |          |
| 131                | L1-L2    | Stair                         | The render is cracking above the relief groove - refer item E above   |          |
| 132                | L2       | Window                        | Trim off excess silicone around glass   |          |
| 133                | L1       | External units 67 & 68        | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting programme. |          |

| Item No | Level              | Area                                 | Issue Identified  | Photo No |
|---------|--------------------|--------------------------------------|---|----------|
| 134     | L2 west            | External unit 70                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        |
| 135     | L1                 | External north units 67 & 68         | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          |
| 136     | L2 North           | External unit 69 & 70                | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          |
|         |                    |                                      |   |          |
|         | <b>Units 71-76</b> |                                      |   |          |
| 137     | G-L1               | Stair                                | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above  | 43       |
| 138     | L1                 | Landing                              | Render cracked on NW side of landing - this should be repaired prior to any repainting.   |          |
| 139     | L1                 | Corridor/landing                     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 73 & 74. These cracks should be patched prior to any repainting. |          |
| 140     | All                | Apartment doors                      | Gap under fire rated entry door exceeds 10mm to units 73, 74, 75, 76  |          |
| 141     | L1-L2              | Stair                                | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          |
| 142     | L2                 | Window                               | The window is loose in the wall and has moved outwards. It needs to be refixed to avoid danger of blowing in.   |          |
| 143     | L1                 | External north units 71 & 72         | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                | 44       |
| 144     | L2                 | External north east unit 73          | Cracks evident to render in L2 wall at slab level - these should be repaired prior to any repainting programme  |          |
| 145     | L1                 | External soffit above unit 74        | Paint bubbles evident in soffit paint - these should be removed, and the concrete re-sealed prior to any repainting programme.                                      |          |
| 146     | L1                 | External units 73 & 74               | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting programme. | 45       |
| 147     | L2                 | External unit 76                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        |
| 148     | Ground             | External rear entry                  | Render cracking is evident above rear entry structure - the cracking should be repaired prior to any repainting programme.  |          |
|         |                    |                                      |   |          |
|         | <b>Units 77-82</b> |                                      |   |          |
| 149     | L1                 | Head of window                       | Complete painting   |          |
| 150     | G-L1               | Stair                                | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          |
| 151     | L1                 | Corridor/landing                     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 79 & 80. These cracks should be patched prior to any repainting. |          |
| 152     | All                | Apartment doors                      | Gap under fire rated entry door exceeds 10mm to units 79, 80, 81, 82  |          |
| 153     | L2                 | External unit 82                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        |
| 154     | All                | External render to units 77, 79 & 81 | Vertical cracking is evident to walls - these will need to be repaired prior to any repainting programme  |          |
| 155     | L2                 | External balcony edge unit 81        | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |
|         |                    |                                      |   |          |
|         | <b>Units 83-88</b> |                                      |   |          |
| 156     | Ground             | Rear exit corridor                   | Cracks evident to render - these should be patched prior to any repaint   |          |
| 157     | L1                 | Adjacent unit 85                     | Cracks evident to render at wall/ceiling junction - these should be patched prior to any repaint  |          |
| 158     | All                | Apartment doors                      | Gap under fire rated entry door exceeds 10mm to units 85, 86, 87, 88  |          |
| 159     | L1-L2              | Stair                                | The render is cracking adjacent the relief groove & is drummy - refer item E above  |          |
| 160     | L2                 | Glazed wall                          | One panel of glass is cracked mid panel top left. External seals to window need to be refitted, as they are falling out   |          |
| 161     | L2                 | External balcony edge unit 88        | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                  |          |

| Item No | Level   | Area                  | Issue Identified   | Photo No |
|---------|---------|-----------------------|--|----------|
| 162     | L2      | External unit 88 & 89 | Flashings at the top of the brickwork have popped - refer item F above   | 5        |
|         |         |                       |  |          |
|         |         | <b>Units 89-94</b>    |  |          |
| 163     | Ground  | Unit 89               | Cracks evident to render adjacent entry to unit - these should be patched prior to any repaint   |          |
| 164     | All     | Apartment doors       | Gap under fire rated entry door exceeds 10mm to units 89, 90, 91, 92,93 & 94   |          |
| 165     | Ground  | Rear exit -external   | Cracks evident to render adjacent both sides of entry door - these should be patched prior to any repaint  |          |
| 166     | G-L1    | Stair                 | The render is cracking adjacent the relief groove - refer item E above   | 4        |
| 167     | L1-L2   | Stair                 | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        |
| 168     | L1-L2   | Corridor/landing      | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 91 & 92. These cracks should be patched prior to any repainting.                    |          |
| 169     | Ground  | External unit 89      | Cracks evident to render north and east side of garden wall - these should be repaired prior to any repainting programme   |          |
|         |         |                       |  |          |
|         |         | <b>Units 95-102</b>   |  |          |
| 170     | Ground  | Unit 96 garden wall   | Cracking is evident to wall - this should be repaired prior to any repainting programme  |          |
| 171     | Ground  | Unit 96 garden wall   | Considerable movement is evident in NW corner of wall, with a large gap opening up. The gap should be cleaned out and re-sealed with polyurethane sealant.                             | 46 & 47  |
| 172     | L1      | External balcony      | A soffit crack and leaching from the above balcony is evident adjacent to the entry door to the block. To repair this will involve re-working the tiles and membrane to the unit over. |          |
| 173     | Ground  | Rear exit door        | Water pools at exit point - this is a slip hazard in frosty weather  |          |
| 174     | All     | Apartment doors       | Gap under fire rated entry door exceeds 10mm to units 98, 99, 100, 101 & 102   |          |
| 175     | L1      | Unit 99               | Cracks evident to render - these should be patched prior to any repaint  |          |
| 176     | L1-L2   | Stair                 | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        |
|         |         |                       |  |          |
|         |         | <b>Units 103-108</b>  |  |          |
| 177     | Ground  | Corridor              | Render cracks evident adjacent entry door under stairs. These should be repaired prior to any repainting programme.  |          |
| 178     | All     | Apartment doors       | Gap under fire rated entry door exceeds 10mm to units 103, 104, 105 & 106  |          |
| 179     | Ground  | Rear exit door        | Glazing bead is missing at bottom of glazed door.  |          |
| 180     | L2      | External unit 108     | Flashings at the top of the brickwork have popped - refer item F above   | 5        |
| 181     | G-L1    | Stair                 | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        |
| 182     | L1      | Corridor/landing      | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 111 & 112. These cracks should be patched prior to any repainting.                  |          |
| 183     | L1-L2   | Stair                 | The render is cracking adjacent the relief groove lower end of stair - refer item E above  | 4        |
| 184     | L1 & L2 | Walls                 | Render cracking vertically and horizontally outside of units 105, 106, 107 & 108. These should be repaired prior to any repainting programme.  |          |
|         |         |                       |  |          |
|         |         | <b>Units 109-114</b>  |  |          |
| 185     | L1      | External unit 112     | A significant movement crack t is evident at the slab and wall junction, which should be cleaned out and re-sealed prior to any repainting programme.                                  |          |
| 186     | All     | Apartment doors       | Gap under fire rated entry door exceeds 10mm to units 109, 110, 111, 112, 113 & 114  |          |
| 187     | L2      | External unit 113     | Flashings at the top of the brickwork have popped - refer item F above   | 5        |
| 188     | G-L1    | Stair                 | The render is cracking adjacent the relief groove & is drummy - refer item E above   |          |
| 189     | L1      | Corridor/landing      | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 111 & 112. These cracks should be patched prior to any repainting.                  |          |
| 190     | L1-L2   | Stair                 | The render is cracking adjacent the relief groove - refer item E above   | 4        |
|         |         |                       |  |          |

| Item No              | Level  | Area                    | Issue Identified  | Photo No |
|----------------------|--------|-------------------------|---|----------|
| <b>Units 115-120</b> |        |                         |   |          |
| 191                  | Ground | Entry door              | The bottom barrel bolt to the inactive door leaf does not have a restraint ferrule installed, hence the door is less secure than it should be.                        |          |
| 192                  | G-L1   | Stair                   | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above  |          |
| 193                  | L1     | Corridor/landing        | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 117 & 118. These cracks should be patched prior to any repainting. |          |
| 194                  | L1-L2  | Stair                   | The render is cracking adjacent the relief groove - refer item E above  | 4        |
| 195                  | All    | Apartment doors         | Gap under fire rated entry door exceeds 10mm to units 117, 118, 119 & 120   |          |
| 196                  | L1     | External unit 118       | Major paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                | 48       |
| 197                  | L2     | External East elevation | Flashings at the top of the brickwork have popped - refer item F above  | 5        |
| 198                  | L2     | External unit 119       | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint programme.                    |          |

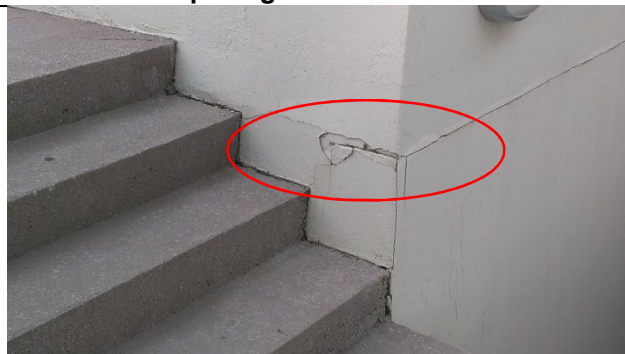
## Synergy Apartments Inspection Report Photographs



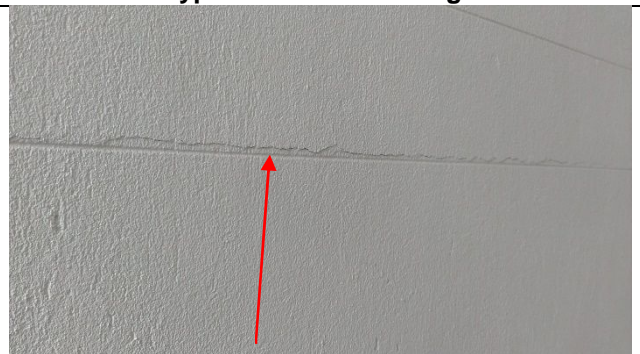
1. Item B – spalling concrete



2. Item D – typical render cracking



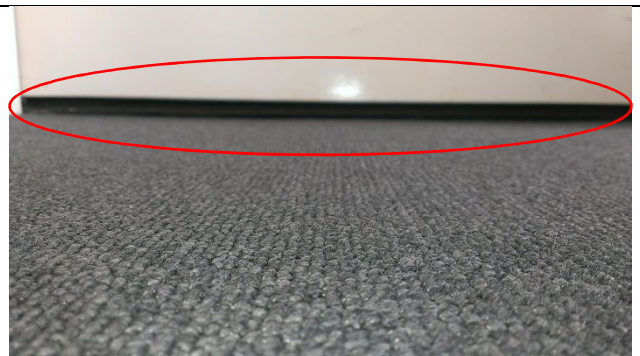
3. Item D – typical render cracking



4. Item E – cracking & incorrect groove joint location



5. Item F – lifting capping



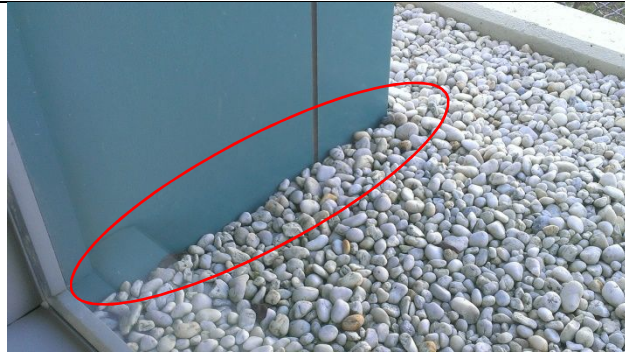
6. Item H – excessive gap under door



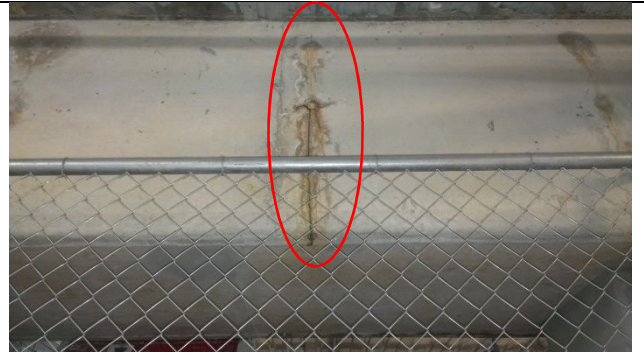
7. Item I – walkway ponding & leaks



8. Item I – walkway ponding & leaks



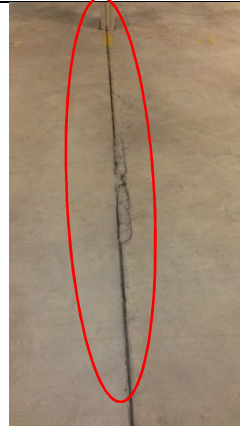
9. Item J – waterproofing of junction queried



10. Item 1 – leak over space 20



11. Item 3 – leak through insulation adj space 14



12. Item 4 – cracked & spalled floor joint



13. Item 5 – leak around pipe



14. Item 6 – leak around pipes



15. Item 7 – Leak through conduits



16. Item 9 – floor crack to be sealed



17. Item 12 – leak around redundant penetration



18. Item 15 drainage discharge from gutter



19. Item 16 – leak through joint above



20. Item 17 – leaks around pipe & hanger



21. Item 18 – stormwater pipe leak



22. Item 18 car damage from leak above



23. Item 20 – leak through pipe penetration



24. Item 21 – leaks through pipe penetrations



25. Item 26 tile failure to East BBQ area



26. Item 27 – sealant failure to E BBQ area



27. Item 29 – soil levels dropped – membrane exposed



28. Item 30 – paint failure



29. Item 31 – concrete spalling along edge








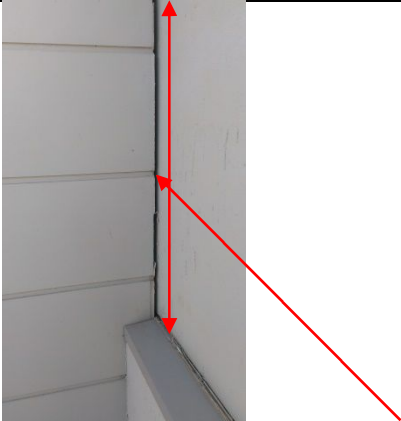

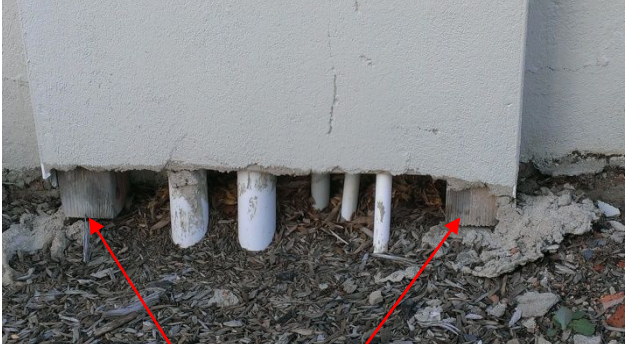
30. Item 32 – leak above door



31. Item 34 – garden bed leaking



32. Item 35 - cracked render

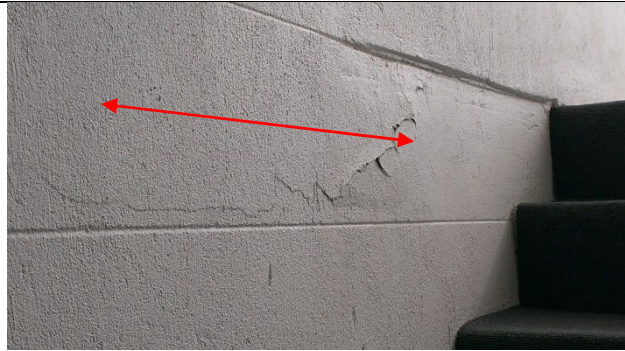
|   |  |
|---|--|
|    |    |
| <p>33. Item 36 – failed sealant to be replaced</p>                                  | <p>34. Item 42 – tile failure West BBQ area</p>                                      |
|   |   |
| <p>35. Item 46 cracked concrete</p>   | <p>36. Item 49 – downpipe not terminated to drainage</p>                             |
|  |  |
| <p>37. Item 50 – dropped slab, failed tiling</p>                                    | <p>38. Item 52 – gap to be sealed</p>  |
|  |  |
| <p>39. Item 58 – cracked render</p>   | <p>40. Item 60 – timber in contact with ground</p>                                   |



41. Item 119 missing trim



42. Item 126 – failed cladding



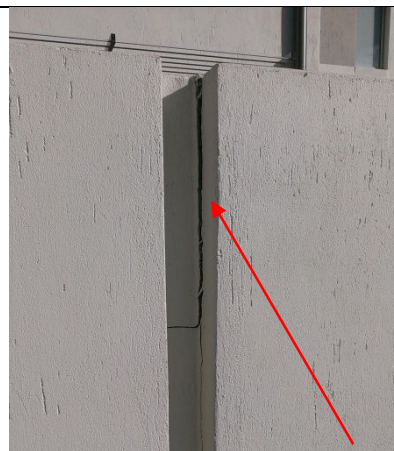
43. Item 137 - failing render



44. Item 143 - cracked & drummy render



45. Item 146 – rusting lintels



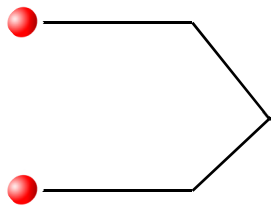
46. Item 171 – cracks to garden wall render



47. Item 171 – wall movement



48. Item 196 – paint bubbling



# Wise Choice

## Project Services

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The Owners UP3802  
C/- LMM Solutions  
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18 April 2024

Attention: Georgina Newhouse

Dear Georgina,

### **UP 3802 – Synergy Apartments, Flemington Road Building Re-Inspection Overview**

We attach the report and additional photographs of the reinspection of the above complex conducted on 20 March

The inspection was a visual, non-invasive review of the external areas of the building, the internal common corridors, the basement car park, and all of the central courtyard facilities to assess the status of previously listed items, and to ascertain if there were any new items requiring attention. New items are listed at the bottom of the existing report, with new photographs in a separate document to the prior photographs.

It is fair to say that not much of what was on the original list has been actioned. It is unclear as to whether this was due to Milin builders not responding appropriately, which is unusual, or a lack of management by the previous strata manager. Either way, I would encourage dialogue with Milin to see what they are prepared to action from the list. The owners need to understand that the statutory warranty period for the complex has expired, meaning that Milin are no longer obliged to carry out any rectification work to newly listed items, however previously listed items were listed within that period of time.

Should you require any further information or clarification on any issue, please feel free to contact me.

Yours faithfully

Stephen Wise

| Item No                       | Level    | Area          | Issue Identified  | Photo No | 20/03/24 Status                | 20/03/24 Comment   |
|-------------------------------|----------|---------------|---|----------|--------------------------------|--|
| <b>Observations</b>           |          |               |   |          |                                |  |
| i                             | Basement |               | A storm water re-use system is installed in the car park. Regular servicing of the system will be required to ensure a satisfactory service life is achieved.   |          | N/A                            |  |
| ii                            | Basement |               | Numerous sump pumps are installed in the basement - these will need to be checked for satisfactory operation on a regular basis.  |          | N/A                            |  |
| iii                           | Basement |               | There is a car park exhaust system installed in the car park, which requires regular servicing.   |          | N/A                            |  |
| iv                            | All      | Fire services | All fire equipment tags inspected had in date inspection stamps.  |          | N/A                            |  |
| <b>Consistent Items found</b> |          |               |   |          |                                |  |
| A                             | Basement |               | Numerous zincalume safe trays have been installed underneath leaks coming through the slab soffit. There are 2 issues with this:<br>1) The safe trays do not solve the problem, they just deal with the water. Rectifying the cause of the leaks above is a preferable approach.<br>2) Zincalume metal gets aggressively attacked by the alkali nature of water that leaks through concrete meaning that the life expectancy of such installations is short - 3 to 7 years depending on flow.<br>Trays should be used as a last resort, and if required be constructed from stainless steel or as a lower preference, colourbond material |          | More trays have been installed | All trays observed to have been installed are zincalume    |
| B                             | Basement |               | There are numerous locations in the basement where there is spalling evident to the concrete beam above the central line of storage cages. This is not generally considered to be a structural issue, however the loose concrete should be removed to reduce the risk of it falling and damaging something or someone.  | 1        |                                | Most of the spalling has either fallen off or been removed |
| C                             | External | Gardens       | Topsoil levels have generally dropped all around the development and within garden boxes. This indicates a lack of compaction during construction. Soil levels should be topped up and garden beds re-mulched.  |          | Some have been topped up       | Works likely done by complex gardeners                     |
| D                             | External | Render        | Numerous areas of render have cracked and in some areas, minor spalling is occurring. These areas should be patched properly prior to any repainting.   | 2 & 3    | No change                      |  |
| E                             | External | Render        | Movement grooves cut into the render are regularly incorrectly located nor deep enough, which causes cracking to occur. Relief joints should be cut into the correct locations, and at least 4mm deep prior to any repainting program.  | 4        | No change                      |  |

| Item No         | Level             | Area  | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                      |
|-----------------|-------------------|---|--|----------|-----------------|---|
| F               | External          | Metal capping                                       | In numerous locations the metal capping at the top of the rendered walls is pulling away and leaving gaps through which water and vermin could enter. These cappings should be refixed down.   | 5        | No change       |   |
| G               | External          | Sealant   | The junctions between dissimilar materials such as rendered walls and wall cladding need to be resealed with polyurethane sealant to prevent water and vermin ingress.   |          | No change       |   |
| H               | Internal          | Apartment entry doors                               | The gap under these doors regularly exceeds the allowable 10mm for a fire rated door set. This issue should be referred to the company that inspects the doors.  | 6        | No change       | This is now really a maintenance contractor question  |
| I               | Central courtyard | Walkways  | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, up to 2mm of water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended. | 7 & 8    | No change       | Rust considered to have worsened                      |
| J               | L2                | Window walls at external concrete awning & cladding | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside.  | 9        | No change       |   |
| <b>Basement</b> |                   |   |  |          |                 |   |
| 1               | Basement          | Car space 20  | Leak evident above nose end of car space   | 10       | Not actioned    | She bolt holes seem to be the source.                 |
| 2               | Basement          | Car space 18  | Leak evident around storm water & copper pipe. A zincalume catch tray has been installed to catch this, however the source of the leak above should be rectified   |          | Not actioned    | Copper pipe is corroding.                             |
| 3               | Basement          | Aisle behind car space 14                           | Leak evident through insulation under slab   | 11       | Complete        |   |
| 4               | Basement          | Aisle - behind car space 12                         | The concrete slab is cracked and spalled at a joint in the floor. Loose concrete should be removed, repaired and the open joint sealed with polyurethane sealant.  | 12       | Complete        | Cover has been installed, but joint should be sealed. |
| 5               | Basement          | Storage cage 63                                     | Leak evident around storm water pipe. Should be repaired from above.   | 13       | Complete        | Zinc tray installed.                                  |
| 6               | Basement          | Car space 8   | Leak evident around storm water & copper pipe. The source of the leak above should be rectified  | 14       | Complete        | Zinc tray installed.                                  |

| Item No | Level    | Area                            | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment   |
|---------|----------|---------------------------------|--|----------|-----------------|--|
| 7       | Basement | Car space 1                     | Leak evident through conduit adjacent to jet fan installed below slab - source of leak should be rectified   | 15       | Complete        |  |
| 8       | Basement | Aisle behind car space 1        | Leak evident through conduit/slab - source of leak should be rectified   |          | Complete        |  |
| 9       | Basement | Adjacent car space 3            | The concrete slab is cracked and spalled at joint. The open joint should be cleaned and sealed with polyurethane sealant.  | 16       | Complete        |  |
| 10      | Basement | Car space 3 (E)                 | A leak is evident through an electrical junction box above this car space. The source of the leak should be sourced and repaired.  |          | Complete        | Zinc tray installed.   |
| 11      | Basement | Storage cages 2, 4, 5, 105 & 32 | Concrete spalling to the beam above these cages has resulted in chunks of concrete falling into the cages & drainage tray - these should be cleaned out & any loose concrete removed.  |          | Complete        |  |
| 12      | Basement | Above storage cage 6            | A significant leak is evident through a redundant pipe penetration. The source of the leak should be repaired from above.  | 17       | Not actioned    |  |
| 13      | Basement | Car space 5                     | Leak evident through electrical junction box - source of leak should be rectified  |          | Complete        |  |
| 14      | Basement | Between car spaces 2 & 11       | The open floor joint in the aisle and adjacent to these 2 car spaces should be cleaned out and sealed with polyurethane sealant.   |          | Not actioned    | Water drains into joint in floor from leaks above.                             |
| 15      | Basement | Car space 11 & 70               | The drainage catch tray drains onto the floor adjacent to these 2 car spaces, meaning water runs across the floor to the in ground drainage any time it rains. The outlets could be re-routed into the major catch tray that runs through the storage cages. | 18       | Not actioned    | Leaks badly.   |
| 16      | Basement | Between car spaces 70 & 75      | A major leak is evident through the slab soffit at the building joint. The joint above should be cleaned out and sealed with polyurethane sealant at the car park level.   | 19       | Complete        | Zinc tray installed.   |
| 17      | Basement | Car space 19                    | Leaks are evident through the storm water pipe and pipe support bracket at the end of this car space. The source of the leak should be repaired from above.  | 20       | Not actioned    | Still leaking.   |
| 18      | Basement | Car space 20                    | A major leak is evident through the storm water pipe above this space - car damage has resulted. The source of the leak should be repaired from above.   | 21 & 22  | Not actioned    | Reference to space appears incorrect, as there is no pipework above this space |

| Item No         | Level             | Area                      | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                         |
|-----------------|-------------------|---------------------------|---|----------|-----------------|--|
| 19              | Basement          | Car space 21 & 39         | Multiple leaks are evident through the car park exhaust duct above this car space. The source of water ingress into this duct should be rectified.  |          | Not actioned    |  |
| 20              | Basement          | Car space 42              | Leaks are evident through the storm water pipe at the aisle end of this car space. The source of the leak should be repaired from above.  | 23       | Complete        |  |
| 21              | Basement          | Fire hydrant penetrations | The fire hydrant penetrations in the aisle opposite car spaces 30 & 104 have significant leaks, which have been addressed by installing safe trays underneath. In the case of the one installed adjacent space 30, the resulting drainage line reduces the minimum car park height clearance, and will be subject to damage. The source of the leaks should be repaired from above. | 24       | Not actioned    |  |
| 22              | Basement          | North east end            | The key to the door at this end of the car park does not open the door - the key free turns but does not operate the lock.  |          | Complete        |  |
| 23              | Basement          | Car park                  | One sump pump in the car park was not connected to any power (confirm, but in the mid point of the aisle on the south side of the car park)   |          | Uncertain       | Couldn't locate                          |
| 24              | Basement          | Roller door controls      | It was noted that the roller door control box was damaged from some past break-in to the electrical controls. Damaged locks should be replaced.   |          | Complete        |  |
| <b>External</b> |                   |                           |   |          |                 |  |
| 25              | Central courtyard | BBQ area roofs            | The gutters to these roofs have no visible means of drainage (downpipes). Downpipe outlets should be installed  |          | Not actioned    |  |
| 26              | Central courtyard | East BBQ area             | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure. Approximately 15% of the tiles were identified as drummy.  | 25       | Not actioned    | Drummy areas considered to have worsened |
| 27              | Central courtyard | East BBQ area             | The sealant installed in the tile joints is too thin and is failing.  | 26       | Not actioned    |  |

| Item No | Level             | Area                    | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                   |
|---------|-------------------|-------------------------|--|----------|-----------------|--|
| 28      | Central courtyard | East BBQ area           | The tiling installed at the south east end has a change in level that creates a trip hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.   |          | Not actioned    |  |
| 29      | Central courtyard | East BBQ area           | The soil levels to the raised garden bed have dropped by up to 200mm due to a lack of compaction during construction. This exposes the waterproofing membrane installed to sun light, and will likely cause early failure of the membrane, as it is unlikely to be UV stable. Soil levels should be topped up. | 27       | Complete        | Work likely done by maintenance gardener           |
| 30      | Central courtyard | East BBQ area           | Paint failure is evident to the top of the wall adjacent to the small stair on the south side of the BBQ area.   | 28       | Not actioned    |  |
| 31      | Central courtyard | East BBQ area           | Concrete is spalling between the path and wall. Remove loose concrete and seal with polyurethane sealant.  | 29       | Not actioned    | Not sealed.  |
| 32      | Basement          | SE car park entry       | Leak evident above door causing rust to the frame - the source of the leak should be identified and repaired   | 30       | Not actioned    | Still leaks, deflection angle installed.           |
| 33      | Central courtyard | Car spaces 34, 39,42    | Water ponds in car park adjacent these spaces - drains are not at the low point in the slab. This would be hard to rectify, however the ponding is a falls risk during periods of frost, when the water may freeze.  |          | Not actioned    |  |
| 34      | Central courtyard | Garden bed              | The garden bed in front of car spaces 42 & visitor leaks. Repair of the leak would not be considered to be urgent  | 31       | Not actioned    | Heavy calcification evident.                       |
| 35      | Central courtyard | East side adj rear gate | Render is cracked in this area. Repairs should be effected prior to any repaint  | 32       | Not actioned    |  |
| 36      | Central car park  | Concrete slab           | Sealant to the car park slab has failed and should be replaced - this is a source of leaks into the car park.  | 33       | Complete        | Recently replaced by EC, though not well executed. |
| 37      | Central courtyard | Townhouse unit          | Render is cracked in west wall of the rear courtyard and over entry to unit 8. These should be repaired prior to any repaint of the facility.  |          | Not actioned    |  |

| Item No | Level             | Area                       | Issue Identified  | Photo No | 20/03/24 Status    | 20/03/24 Comment                                    |
|---------|-------------------|----------------------------|---|----------|--------------------|---|
| 38      | Central courtyard | Gates off Henry Kendall St | Both gates on the south side can be opened without a key as the gaps between the post and the gate is excessive.  |          | Complete           | New electric locks installed. East gate stuck open. |
| 39      | Central courtyard | Gate to west laneway       | The key provided did not open this gate   |          | Complete           | Now electronic                                      |
| 40      | Central courtyard | South west basement exit   | The paint finish to this area is particularly poor & will need refurbishing   |          | Not actioned       |   |
| 41      | Central courtyard | Walkways                   | The construction of the walkways does not include a gutter, however as the flashing arrangement over the top creates a lip, water gets captured on the top, and in many locations leaks through the soffit of the walkways, and some areas of rust are becoming evident. A review and re-seal of all joints and pop rivets in these roofs is recommended. | 7 & 8    | Not actioned       |   |
| 42      | Central courtyard | West BBQ area              | Grout pump is evident to the tiling in this area - this is the calcification that occurs when the tiles are allowing moisture underneath, and is an indication of tile adhesion failure - water was leaching out through the tile joints at the time of inspection. Approximately 20% of the tiles were identified as drummy.                             | 34       | Not actioned       | No action, tiles have popped.                       |
| 43      | Central courtyard | West BBQ area              | The sealant installed in the tile joints is too thin and is failing.  |          | Not actioned       |   |
| 44      | Central courtyard | West BBQ area              | Water ponds at the NW wall projection   |          | Not actioned       |   |
| 45      | Central courtyard | West BBQ area              | The tiling installed at the south east end has a change in level that creates a trip hazard - which is highlighted in yellow, and also covered with a table. The change in level facilitates drainage, however, it could have been ramped rather than stepped.  |          | Partially actioned | Rail installed.                                     |
| 46      | Central courtyard | West BBQ area              | Concrete path is cracked and spalling, leaking into basement. The cracks should be cleaned out & widened then sealed with polyurethane sealant.   | 35       | Not actioned       |   |
| 47      | Central courtyard | NW basement exit area      | Render is cracked and spalling off. This should be repaired prior to any repaint.   |          | Not actioned       |   |
| 48      | Pool area         | Awning                     | The walkway awning leaks- refer item U above  |          | Not actioned       |   |
| 49      | Pool area         | Plant enclosure roof       | The downpipe from the roof does not drain anywhere - which would lead to flooding across the footpath in this area  | 36       | Not actioned       |   |

| Item No            | Level                 | Area                           | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                   |
|--------------------|-----------------------|--------------------------------|--|----------|-----------------|------------------------------------|
| 50                 | Pool area             | NW & SE Corners                | The slab to the perimeter of the pool has dropped, causing the tiles to loosen and pull away. The tiles should be re-bedded and stuck down.  | 37       | Not actioned    | Loose and drummy tiles evident.    |
| 51                 | Pool area             | Tiled perimeter                | Approximately 10% of the tiles were identified as being drummy, with some grout pump evident indicating water entry underneath the tiles.  |          | Not actioned    |                                    |
| 52                 | Pool area             | Toilet                         | The gap between the wall cladding and the rendered wall should be sealed.  | 38       | Not actioned    |                                    |
| 53                 | Pool area             | Plant enclosure                | The door to the plant area binds and is delaminating. Unless this is repaired promptly, the door will fail.  |          | Not actioned    |                                    |
| 54                 | Central courtyard     | Garbage enclosure              | Repair crack in west wall prior to any repainting program.   |          | Not actioned    |                                    |
| 55                 | Central courtyard     | Garbage enclosure              | The top and bottom of the door is not painted - which will lead to swelling and failure of the door. These edges should be primed & painted  |          | Not actioned    | Bottom of the door is now failing. |
| 56                 | Central courtyard     | Covered awning                 | Numerous leaks were noted through the underside of this structure - mainly at the gutter line. The source of these leaks should be investigated and repaired.  |          | Complete        | Leaks not evident.                 |
| 57                 | Central courtyard     | Covered awning                 | The roof capping on the south side is detaching and should be refixed before it blows off and causes damage to people or property.   |          | Not actioned    |                                    |
| 58                 | Ground car park entry | Garden walls                   | The rendered wall at the garden near the gate is cracked and the render is loose. These cracks and loose render should be repaired prior to any repainting program.  | 39       | Not actioned    |                                    |
| 59                 | Ground car park entry | Driveway slab joints           | The major joints in the driveway slab should be cleaned out and sealed with polyurethane sealant.  |          | Not actioned    |                                    |
| 60                 | Ground car park entry | Raised garden bed on east side | Timber is evident contacting the ground below the rendered wall cladding. This will rot and cause early failure of the wall cladding. Cut off timbers, and install a barrier between the soil level (which needs to be raised) and the face of the wall cladding to keep soil away from the framing timbers. | 40       | Not actioned    | Mulch level just raised.           |
| 61                 | Ground car park entry | Letterboxes                    | The key to letter box no 27 is reported as not fitting the lock.   |          | Unknown         |                                    |
| <b>Unit Blocks</b> |                       |                                |  |          |                 |                                    |
| 62                 | <b>Townhouses</b>     |                                |  |          |                 |                                    |
| 63                 | Ground                | Unit 8 & 13                    | Cracking is evident to render over entry doors. These cracks should be repaired prior to any repainting program.   |          | Complete        |                                    |

| Item No | Level              | Area                          | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|--------------------|-------------------------------|---|----------|-----------------|------------------|
| 64      | L1                 | Unit 11                       | Cracking is evident to render adjacent window. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 65      | Ground             | Unit 8                        | Cracking is evident to the wall adjacent to the gate to the podium area. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 66      | L1                 | Unit 5                        | Cracking is evident to render adjacent entry door. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 67      | Ground             | Unit 2 & 5                    | Cracking evident to garden/courtyard wall due to differential movement. These cracks should be repaired prior to any repainting program.  |          | Complete        | Poorly repaired. |
| 68      | Ground             | North elevation               | This elevation was generally not able to be sighted due to the presence of a fence and screen planting.   |          | Note            |                  |
|         |                    |                               |   |          |                 |                  |
|         | <b>Units 21-26</b> |                               |   |          |                 |                  |
| 69      | Ground             | Front entrance                | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed   |          | Complete        |                  |
| 70      | Ground             | Front entrance                | The ferrule to the barrel bolt on the inactive leaf of the door is loose - needs to be glued in   |          | Not actioned    |                  |
| 71      | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to all units in this block.  |          | Not actioned    |                  |
| 72      | L2                 | Window wall                   | The waterproofing junction with the external wall cladding and the slab is questioned in this area, as a viable waterproof seal is difficult to achieve unless there is a kerb, which cannot be seen from inside. | 9        | Not actioned    |                  |
|         |                    |                               |   |          |                 |                  |
|         | <b>Units 27-32</b> |                               |   |          |                 |                  |
| 73      | L1                 | External balcony unit 29 & 30 | Significant cracking is evident above and below the slab junction in the wall on the north side. Loose render should be removed, render repaired and grooves re-cut at the slab junction in the wall.             |          | Not actioned    |                  |
| 74      | Ground             | Front entry                   | Minor cracking is evident to the soffit/wall junction over the entry. This cracking should be repaired/resealed prior to any repainting program.  |          | Complete        |                  |
| 75      | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 27, 29, 30, 31 & 32   |          | Not actioned    |                  |
| 76      | L1                 | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 27 & 28. These cracks should be patched prior to any repainting.   |          | Not actioned    |                  |
| 77      | Ground             | Corridor/landing              | A tile is lipped (raised) in the corridor which presents a trip hazard - the tile should be removed and replaced.   |          | Complete        |                  |

| Item No | Level       | Area                 | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment |
|---------|-------------|----------------------|---|----------|-----------------|------------------|
| 78      | Ground - L2 | External units 27-31 | Vertical cracking is evident to the render on the west wall. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 79      | Ground - L2 | Rear entry door      | Vertical cracking is evident externally to both sides of the rear entry. These cracks should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 80      | G - L1      | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 81      | L1 - L2     | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 82      | L1          | Corridor/landing     | Cracking evident in wall at landing adjacent unit 29 & 30. These cracks should be patched prior to any repainting.  |          | Not actioned    |                  |
|         |             |                      |   |          |                 |                  |
|         |             | <b>Units 33-38</b>   |   |          |                 |                  |
| 83      | Ground      | Front entry          | Render cracked at wall/floor junction adjacent to entry door - this should be repaired prior to any repainting.   |          | Complete        |                  |
| 84      | Ground      | Apartment doors      | Gap under fire rated entry door to unit 34 exceeds 10mm.  |          | Not actioned    |                  |
| 85      | Ground      | External rear entry  | Render cracking is evident at the rear entry - the cracking should be repaired prior to any repainting program.   |          | Not actioned    |                  |
| 86      | G - L1      | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 87      | L1 - L2     | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above.   |          | Not actioned    |                  |
| 88      | L1          | External window wall | Signs of water leak through window wall on south side of window damaging carpet and skirting.   |          | Not actioned    | Carpet wet.      |
| 89      | L1          | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 35 & 36. These cracks should be patched prior to any repainting.                                   |          | Not actioned    |                  |
| 90      | All         | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 35, 36, 37 & 38   |          | Not actioned    |                  |
| 91      | L2          | External window      | A major leak is evident at the head of this window - ceiling damage evident on south side & leaks evident across the top of the window. External cladding junction failure is likely to be the cause. |          | Not actioned    | Top transom wet. |
|         |             |                      |   |          |                 |                  |
|         |             | <b>Units 39-46</b>   |   |          |                 |                  |
| 92      | Ground      | External front entry | A paint bubble is evident at the slab edge over the entry. This should be removed and the concrete re-sealed then painted prior to any repaint program.   |          | Not actioned    |                  |

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|---------|--------------------|----------------------|---|----------|-----------------|------------------|
| 93      | L1                 | External unit 44     | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |                  |
| 94      | Ground             | Adjacent unit 39     | Render cracked adjacent to entry door - this should be repaired prior to any repainting.  |          | Complete        |                  |
| 95      | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to all units in this block.  |          | Not actioned    |                  |
| 96      | G - L1             | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
| 97      | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
| 98      | L1                 | External window      | There is a trim over the window outside U44 that is unpainted - needs to be painted in repainting program.  |          | Not actioned    |                  |
|         |                    |                      |   |          |                 |                  |
|         | <b>Units 47-52</b> |                      |   |          |                 |                  |
| 99      | Ground             | External stairs      | The courtyard to rear entry stairs have a trip hazard due the concrete dropping - this should be repaired to remove the trip hazard                                 |          | Complete        |                  |
| 100     | Ground             | West side rear entry | Render cracked on W side of entry - this should be repaired prior to any repainting.  |          | Not actioned    |                  |
| 101     | L2                 | External unit 52     | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |                  |
| 102     | Ground             | Entry                | A cover to an electrical junction box is missing & should be replaced   |          | Not actioned    |                  |
| 103     | All                | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 47, 48, 49, 50,51 & 52  |          | Not actioned    |                  |
| 104     | G - L1             | Stair                | The render is cracking above the relief groove - refer item E above   | 4        | Not actioned    |                  |
| 105     | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 49 & 50. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 106     | L1                 | Unit 50              | Door unit number missing  |          | Complete        |                  |
| 107     | L1 - L2            | Stair                | The render is cracking adjacent the relief groove on the wall & is drummy - refer item E above  |          | Not actioned    |                  |
|         |                    |                      |   |          |                 |                  |
|         | <b>Units 53-58</b> |                      |   |          |                 |                  |
| 108     | L1                 | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 55 & 56. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |

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|---------|--------------------|-------------------------------|---|----------|-----------------|---|
| 109     | L1-L2              | Stair                         | The render is cracking above the relief groove - refer item E above   | 4        | Not actioned    |   |
| 110     | L2                 | Window                        | Trim off excess silicone around glass   |          | Not actioned    |   |
| 111     | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 53, 55 & 58   |          | Not actioned    |   |
| 112     | Ground             | External                      | Awning leaks evident - refer item I above   | 7 & 8    | Not actioned    |   |
| 113     | L2                 | Balcony edge U58              | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    | See new note 200 in reinspection section.                     |
| 114     | Ground             | Entry                         | A cover to an electrical junction box is missing & should be replaced   |          | Not actioned    |   |
|         |                    |                               |   |          |                 |   |
|         | <b>Units 59-64</b> |                               |   |          |                 |   |
| 115     | Ground             | Front entry                   | Replace missing sealant in wall panelling   |          | Not actioned    | Now failed.   |
| 116     | Ground             | Rear exit door                | Water pools at exit point - this is a slip hazard in frosty weather   |          | Incomplete      | Aluminium plate installed, but water still ponds either side. |
| 117     | Ground             | Unit 60                       | Repair and repaint dent in doorframe  |          | Not actioned    |   |
| 118     | L1                 | Window wall                   | Leak evident on east side of window - the carpet and skirting were wet  |          | Not actioned    |   |
| 119     | L1                 | Window wall                   | Trim missing at head of window  | 41       | Not actioned    |   |
| 120     | L1                 | Window wall                   | Refix loose glazing rubbers   |          | Not actioned    |   |
| 121     | L1                 | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 61 & 62. These cracks should be patched prior to any repainting. |          | Not actioned    |   |
| 122     | All                | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 61, 62, 63 & 64   |          | Not actioned    |   |
| 123     | Basement           | Car park access door          | Door binds in frame - needs to be eased and repainted   |          | Incomplete      | Replaced, but not painted.                                    |
| 124     | L2 West            | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    |   |
| 125     | L1 East            | External balcony edge unit 64 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Complete        |   |

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| 126     | Ground             | Front entrance               | The cladding at both sides of the front entry has failed and is pulling away from the framing - it needs to be re-done and sealed                                   | 42       | Not actioned    |                  |
|         |                    |                              |   |          |                 |                  |
|         | <b>Units 65-70</b> |                              |   |          |                 |                  |
| 127     | Ground             | Entry door                   | The bolt to the bottom of the inactive leaf of the entry door is inoperative  |          | Complete        |                  |
| 128     | Ground             | Unit 65                      | Paint to the door frame of this unit is peeling   |          | Not actioned    |                  |
| 129     | L1                 | Corridor/landing             | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 67 & 68. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 130     | All                | Apartment doors              | Gap under fire rated entry door exceeds 10mm to units 67, 68, 69 & 70   |          | Not actioned    |                  |
| 131     | L1-L2              | Stair                        | The render is cracking above the relief groove - refer item E above   |          | Not actioned    |                  |
| 132     | L2                 | Window                       | Trim off excess silicone around glass   |          | Not actioned    |                  |
| 133     | L1                 | External units 67 & 68       | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting program.   |          | Not actioned    |                  |
| 134     | L2 west            | External unit 70             | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                  |
| 135     | L1                 | External north units 67 & 68 | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          | Not actioned    |                  |
| 136     | L2 North           | External unit 69 & 70        | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                |          | Not actioned    |                  |
|         |                    |                              |   |          |                 |                  |
|         | <b>Units 71-76</b> |                              |   |          |                 |                  |
| 137     | G-L1               | Stair                        | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above  | 43       | Not actioned    |                  |
| 138     | L1                 | Landing                      | Render cracked on NW side of landing - this should be repaired prior to any repainting.   |          | Not actioned    | Minor.           |
| 139     | L1                 | Corridor/landing             | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 73 & 74. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 140     | All                | Apartment doors              | Gap under fire rated entry door exceeds 10mm to units 73, 74, 75, 76  |          | Not actioned    |                  |
| 141     | L1-L2              | Stair                        | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          | Not actioned    |                  |

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|---------|--------|--------------------------------------|---|----------|-----------------|-------------------------------|
| 142     | L2     | Window                               | The window is loose in the wall and has moved outwards. It needs to be refixed to avoid danger of blowing in.   |          | Not actioned    |                               |
| 143     | L1     | External north units 71 & 72         | Cracking & drummy render evident in slab/wall junction. Horizontal render grooves need to be cut & cracks should be patched prior to any repainting.                | 44       | Incomplete      | Unit 71 done.                 |
| 144     | L2     | External north east unit 73          | Cracks evident to render in L2 wall at slab level - these should be repaired prior to any repainting program  |          | Complete        |                               |
| 145     | L1     | External soffit above unit 74        | Paint bubbles evident in soffit paint - these should be removed, and the concrete re-sealed prior to any repainting program.  |          | Not actioned    | Balcony to U76 to be checked. |
| 146     | L1     | External units 73 & 74               | Rust staining evident to the lintels over the windows on the south side. This rust should be neutralised and the lintels repainted during the repainting program.   | 45       | Not actioned    |                               |
| 147     | L2     | External unit 76                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                               |
| 148     | Ground | External rear entry                  | Render cracking is evident above rear entry structure - the cracking should be repaired prior to any repainting program.  |          | Not actioned    |                               |
|         |        |                                      |   |          |                 |                               |
|         |        | <b>Units 77-82</b>                   |   |          |                 |                               |
| 149     | L1     | Head of window                       | Complete painting   |          | Not actioned    | Trim missing.                 |
| 150     | G-L1   | Stair                                | The render is cracking adjacent the relief groove on the west wall & is drummy - refer item E above   |          | Not actioned    |                               |
| 151     | L1     | Corridor/landing                     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 79 & 80. These cracks should be patched prior to any repainting. |          | Not actioned    |                               |
| 152     | All    | Apartment doors                      | Gap under fire rated entry door exceeds 10mm to units 79, 80, 81, 82  |          | Not actioned    |                               |
| 153     | L2     | External unit 82                     | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |                               |
| 154     | All    | External render to units 77, 79 & 81 | Vertical cracking is evident to walls - these will need to be repaired prior to any repainting program  |          | Not actioned    |                               |
| 155     | L2     | External balcony edge unit 81        | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Complete        |                               |
|         |        |                                      |   |          |                 |                               |
|         |        | <b>Units 83-88</b>                   |   |          |                 |                               |

| Item No | Level               | Area                          | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                               |
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| 156     | Ground              | Rear exit corridor            | Cracks evident to render - these should be patched prior to any repaint   |          | Not actioned    |  |
| 157     | L1                  | Adjacent unit 85              | Cracks evident to render at wall/ceiling junction - these should be patched prior to any repaint  |          | Not actioned    |  |
| 158     | All                 | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 85, 86, 87, 88  |          | Not actioned    |  |
| 159     | L1-L2               | Stair                         | The render is cracking adjacent the relief groove & is drummy - refer item E above  |          | Not actioned    |  |
| 160     | L2                  | Glazed wall                   | One panel of glass is cracked mid panel top left. External seals to window need to be refitted, as they are falling out   |          | Incomplete      | Only glass replaced.                           |
| 161     | L2                  | External balcony edge unit 88 | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                    |          | Not actioned    | Calcium stain evident. Suggests balcony issue. |
| 162     | L2                  | External unit 88 & 89         | Flashings at the top of the brickwork have popped - refer item F above  | 5        | Not actioned    |  |
|         |                     |                               |   |          |                 |  |
|         | <b>Units 89-94</b>  |                               |   |          |                 |  |
| 163     | Ground              | Unit 89                       | Cracks evident to render adjacent entry to unit - these should be patched prior to any repaint  |          | Complete        |  |
| 164     | All                 | Apartment doors               | Gap under fire rated entry door exceeds 10mm to units 89, 90, 91, 92,93 & 94  |          | Not actioned    |  |
| 165     | Ground              | Rear exit -external           | Cracks evident to render adjacent both sides of entry door - these should be patched prior to any repaint   |          | Not actioned    |  |
| 166     | G-L1                | Stair                         | The render is cracking adjacent the relief groove - refer item E above  | 4        | Not actioned    |  |
| 167     | L1-L2               | Stair                         | The render is cracking adjacent the relief groove & is drummy - refer item E above  | 4        | Not actioned    |  |
| 168     | L1-L2               | Corridor/landing              | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 91 & 92. These cracks should be patched prior to any repainting. |          | Not actioned    |  |
| 169     | Ground              | External unit 89              | Cracks evident to render north and east side of garden wall - these should be repaired prior to any repainting program  |          | Not actioned    |  |
|         |                     |                               |   |          |                 |  |
|         | <b>Units 95-102</b> |                               |   |          |                 |  |
| 170     | Ground              | Unit 96 garden wall           | Cracking is evident to wall - this should be repaired prior to any repainting program   |          | Not actioned    | Render failing to the top.                     |

| Item No | Level                | Area                 | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                 |
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| 171     | Ground               | Unit 96 garden wall  | Considerable movement is evident in NW corner of wall, with a large gap opening up. The gap should be cleaned out and re-sealed with polyurethane sealant.                             | 46 & 47  | Not actioned    | Wall needs structural attention. |
| 172     | L1                   | External balcony U97 | A soffit crack and leaching from the above balcony is evident adjacent to the entry door to the block. To repair this will involve re-working the tiles and membrane to the unit over. |          | Not actioned    |                                  |
| 173     | Ground               | Rear exit door       | Water pools at exit point - this is a slip hazard in frosty weather  |          | Not actioned    |                                  |
| 174     | All                  | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 98, 99, 100, 101 & 102   |          | Not actioned    |                                  |
| 175     | L1                   | Unit 99              | Cracks evident to render - these should be patched prior to any repaint  |          | Not actioned    |                                  |
| 176     | L1-L2                | Stair                | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        | Not actioned    |                                  |
|         |                      |                      |  |          |                 |                                  |
|         | <b>Units 103-108</b> |                      |  |          |                 |                                  |
| 177     | Ground               | Corridor             | Render cracks evident adjacent entry door under stairs. These should be repaired prior to any repainting program.  |          | Not actioned    |                                  |
| 178     | All                  | Apartment doors      | Gap under fire rated entry door exceeds 10mm to units 103, 104, 105 & 106  |          | Not actioned    |                                  |
| 179     | Ground               | Rear exit door       | Glazing bead is missing at bottom of glazed door.  |          | Not actioned    |                                  |
| 180     | L2                   | External unit 108    | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                                  |
| 181     | G-L1                 | Stair                | The render is cracking adjacent the relief groove & is drummy - refer item E above   | 4        | Not actioned    |                                  |
| 182     | L1                   | Corridor/landing     | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 105 & 106. These cracks should be patched prior to any repainting.                  |          | Not actioned    |                                  |
| 183     | L1-L2                | Stair                | The render is cracking adjacent the relief groove lower end of stair - refer item E above  | 4        | Not actioned    |                                  |
| 184     | L1 & L2              | Walls                | Render cracking vertically and horizontally outside of units 105, 106, 107 & 108. These should be repaired prior to any repainting program.  |          | Not actioned    |                                  |
|         |                      |                      |  |          |                 |                                  |
|         | <b>Units 109-114</b> |                      |  |          |                 |                                  |

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| 185     | L1                   | External unit 112       | A significant movement crack is evident at the slab and wall junction, which should be cleaned out and re-sealed prior to any repainting program.                          |          | Not actioned    |                  |
| 186     | All                  | Apartment doors         | Gap under fire rated entry door exceeds 10mm to units 109, 110, 111, 112, 113 & 114  |          | Not actioned    |                  |
| 187     | L2                   | External unit 113       | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                  |
| 188     | G-L1                 | Stair                   | The render is cracking adjacent the relief groove & is drummy - refer item E above   |          | Not actioned    |                  |
| 189     | L1                   | Corridor/landing        | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 105, 106 & 112. These cracks should be patched prior to any repainting. |          | Not actioned    |                  |
| 190     | L1-L2                | Stair                   | The render is cracking adjacent the relief groove - refer item E above   | 4        | Not actioned    |                  |
|         | <b>Units 115-120</b> |                         |  |          |                 |                  |
| 191     | Ground               | Entry door              | The bottom barrel bolt to the inactive door leaf does not have a restraint ferrule installed, hence the door is less secure than it should be.                             |          | Not actioned    |                  |
| 192     | G-L1                 | Stair                   | The render is cracking adjacent the relief groove on the west wall & is failing - refer item E above   |          | Not actioned    |                  |
| 193     | L1                   | Corridor/landing        | Cracking evident in wall at landing and at the wall floor junction underside of level 2 above unit 117 & 118. These cracks should be patched prior to any repainting.      |          | Not actioned    |                  |
| 194     | L1-L2                | Stair                   | The render is cracking adjacent the relief groove - refer item E above   | 4        | Not actioned    |                  |
| 195     | All                  | Apartment doors         | Gap under fire rated entry door exceeds 10mm to units 117, 118, 119 & 120  |          | Not actioned    |                  |
| 196     | L1                   | External unit 118       | Major paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                       | 48       | Complete        |                  |
| 197     | L2                   | External East elevation | Flashings at the top of the brickwork have popped - refer item F above   | 5        | Not actioned    |                  |
| 198     | L2                   | External unit 119       | A paint bubble is evident at the balcony slab edge. This should be removed and the concrete re-sealed then painted prior to any repaint program.                           |          | Complete        |                  |









| Item No         | Level    | Area                               | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                                  |
|-----------------|----------|------------------------------------|--|----------|-----------------|---|
|                 |          |                                    | <b>Additional issues noted in reinspection on 20/03/24</b>   |          |                 |   |
| <b>Notes</b>    |          |                                    |  |          |                 |   |
| 199             |          |                                    | Significant amounts of render cracking is evident throughout complex which will need repairing with repaint programme.   |          |                 | EC will need to action                            |
| 200             |          |                                    | Paint to some areas is very overdue to be re-done, mainly externally especially on fibrous cement surfaces. Some previously identified paint bulges were generally not present any more - possibly as they have burst and shrunk back, or possibly repaired. |          |                 | EC will need to action                            |
| 201             |          |                                    | Gaps under apartment doors has not been addressed. This is a servicing company issue/question.   |          |                 | EC to raise with service company                  |
| 202             |          |                                    | The lack of skirtings in the ground floor lobbies results in low level staining to the walls from mop cleaning of tiles. It is recommended that skirtings be installed.  |          |                 | EC will need to action                            |
| 203             |          |                                    | Are roofs and gutters being regularly checked? There are no built-in ladders apparent to access roofs.   |          |                 | EC will need to action                            |
| 204             |          |                                    | Steel handrail corrosion needs to be treated - it is a by-product of a lack of proper preparation and painting when the complex was originally constructed.  | 1        |                 | EC will need to action                            |
| 205             |          |                                    | Apartment balconies - increased amounts of cracking many of which were showing signs of leakage were noted during the inspection - they are enumerated below.  |          |                 | Should be referred back to builder                |
| <b>Basement</b> |          |                                    |  |          |                 |   |
| 206             | Basement | Car space 21                       | Two leaks in storm water pipe joint at cage. (EC)  | 2        |                 | EC will need to action                            |
| 207             | Basement | Above main switchboard             | Leaks evident in pipe joint leaking adjacent electrical equipment. Previous attempts to fix are evident and unsuccessful. Requires urgent attention as water is in the switchboard which is a safety issue. (EC)   | 3        |                 | EC will need to action                            |
| 208             | Basement | Note                               | Overnight rain caused leak locations to be visible. Leaks into cages and onto cars makes the outcome not fit for purpose under the NCC. Comment regarding trays at item A in carpark still stands.   |          |                 | Builder has not addressed previous concerns       |
| 209             | Basement | Aisle adjacent car space 1         | Two leaks evident through pipe and conduit penetrations.   | 4 & 5    |                 | EC will need to action                            |
| 210             | Basement | Aisle adjacent car spaces 104 & 93 | The drainage catch tray drains onto the floor adjacent to these 2 car spaces, meaning water runs across the floor to the in ground drainage any time it rains. The solution adopted is a poor method.  |          |                 | Should be referred back to builder                |
| 211             | Basement | Cage 74                            | Leak in joint in tray renders the cage unusable.   | 6        |                 | Should be referred back to whoever installed tray |

| Item No            | Level  | Area                             | Issue Identified   | Photo No | 20/03/24 Status | 20/03/24 Comment                            |
|--------------------|--------|----------------------------------|--|----------|-----------------|---|
| 212                | Ground | External                         | Likely combustible cladding installed to various locations around the complex. This should be investigated and confirmed as insurance may be affected if not dealt with. |          |                 | EC will need to action                      |
| 213                | Ground | Hot water enclosure adjacent U89 | Fencing timber and steel is failing. This issue was raised on OH&S report done by QIA in 2018.   |          |                 | Builder has not addressed previous concerns |
| 214                | Ground | Hot water enclosure adjacent U84 | Fencing timber and steel is failing. This issue was raised on OH&S report done by QIA in 2018.   |          |                 | Builder has not addressed previous concerns |
| 215                | Ground | Outside townhouses 19 & 20       | Gravel has dropped and is a trip hazard. (EC)  | 7        |                 | EC will need to action                      |
| <b>Unit Blocks</b> |        |                                  |  |          |                 |   |
| <b>Townhouses</b>  |        |                                  |  |          |                 |   |
| 216                | L1     | Timber decks                     | Deterioration of timber to decks on south side is evident. Needs to be reviewed regularly and repainting program instigated.   | 8        |                 | EC will need to action                      |
| 217                | Ground | Sleeper garden beds U8-13        | Beds appear to be sinking by up to 120mm on rear end of garden beds.   | 9        |                 | EC will need to action                      |
| 218                | Ground | U7 entry                         | Movement in the ground is causing tile failure at step to landing junction.  | 10       |                 | EC will need to action                      |
| 219                | Ground | Between U3 & 4                   | Coloured cladding has either fallen off or been removed. Needs to be reinstalled with appropriate product.   | 11       |                 | EC will need to action                      |
| <b>Units 21-26</b> |        |                                  |  |          |                 |   |
| 220                | Ground | Lobby                            | Render cracking needs patching before repainting.  |          |                 | EC will need to action                      |
| 221                | L2     | Windows                          | Leak evident in right hand side at top of window. Damaging ceiling and carpet.   | 12 & 13  |                 | Should be referred to builder               |
| 222                |        | Balustrade glass unit 23 & 25    | Cracked balustrade glass noted.  |          |                 | EC will need to action                      |
| 223                | Ground | U21 Downpipe                     | Not terminated, just discharges onto the ground which is not acceptable.   | 14       |                 | Should be referred to builder               |
| <b>Units 27-32</b> |        |                                  |  |          |                 |   |
| 224                | All    | External west                    | Cracking in render in vertical plane warrants further investigation and repair.  | 15       |                 | EC will need to action                      |
| <b>Units 33-38</b> |        |                                  |  |          |                 |   |

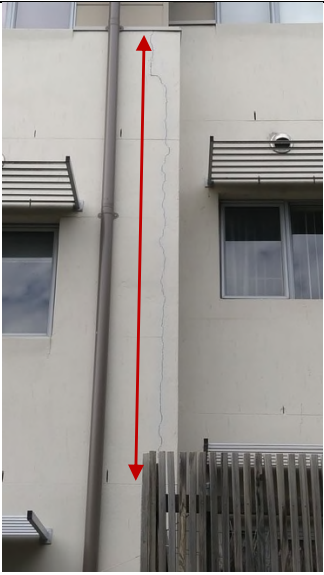
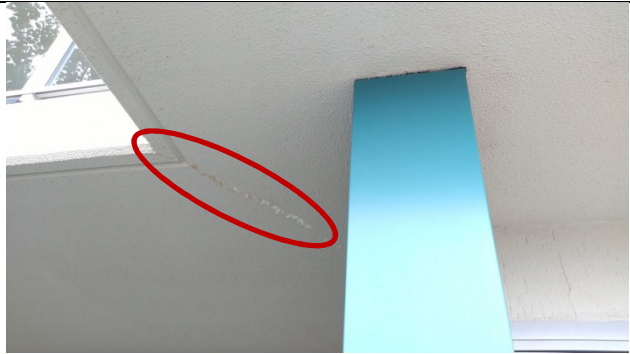




| Item No            | Level    | Area                     | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment              |
|--------------------|----------|--------------------------|---|----------|-----------------|-------------------------------|
| 225                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 226                | L2       | External window          | Leak evident on north side damaging the carpet.   |          |                 | Should be referred to builder |
| <b>Units 39-46</b> |          |                          |   |          |                 |                               |
| 227                | L1       | U41 & 42                 | Leaching soffit cracks which indicates balcony issues requiring further investigation.                                      | 16 & 17  |                 | Should be referred to builder |
| 228                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| <b>Units 47-52</b> |          |                          |   |          |                 |                               |
| 229                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 230                | L2       | U51                      | Major calcium leachate from underside of balcony indicates balcony tiling issue. Requires further investigation and repair. | 18       |                 | Should be referred to builder |
| 231                | Ground   | North entry              | Gap between walls at U48 courtyard should be sealed and painted.  | 19       |                 | EC will need to action        |
| 232                | L2       | Window                   | There is a leak evident on the left side of the window, damaging the carpet.  |          |                 | Should be referred to builder |
| <b>Units 53-58</b> |          |                          |   |          |                 |                               |
| 233                | Ground   | Front entry              | Bottom latch needs hole drilling in threshold to hold the door closed.  |          |                 | EC will need to action        |
| 234                | L2       | U58                      | The paint to the balcony edge is bubbling suggesting water entry from balcony which requires further investigation          |          |                 | Should be referred to builder |
| 235                | L1-L2    | Carpet                   | The carpet to the stairs has delaminated & needs re-gluing  | 20       |                 | EC will need to action        |
| <b>Units 59-64</b> |          |                          |   |          |                 |                               |
| 236                | Basement | Fire door basement entry | Door has been replaced and needs to be painted.   |          |                 | EC will need to action        |
| 237                | Ground   | U59 & U60 cladding       | Cladding to the sides of the units that continues from entry has delaminated and needs repair.                              |          |                 | Should be referred to builder |
| 238                | G-L2     | Render                   | The render is cracking at relief grooves at slab in stairwell. Needs to be removed and repaired.                            |          |                 | EC will need to action        |
| <b>Units 65-70</b> |          |                          |   |          |                 |                               |
| 239                | Ground   | Entry cladding           | Cladding at both sides of the entry door is failing and needs repairing.  | 21       |                 | Should be referred to builder |
| 240                | Ground   | Entry door               | Top latch to inoperative leaf is not working. Adjust the latch.   |          |                 | EC will need to action        |

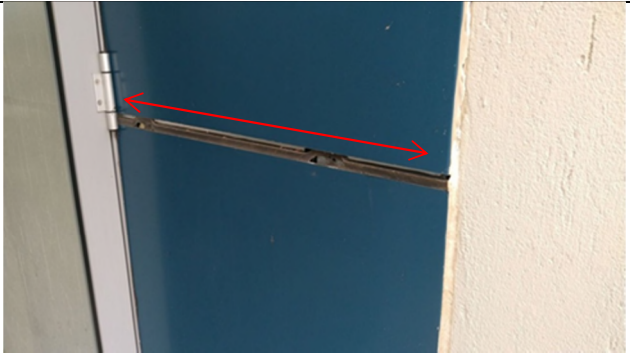


| Item No              | Level   | Area              | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment              |
|----------------------|---------|-------------------|---|----------|-----------------|-------------------------------|
| 241                  | B-G     | Stair render      | The render is cracking and drummy to slab edge in stair. Remove and patch.  |          |                 | EC will need to action        |
| 242                  | L1      | Window            | Leak evident in right hand side, damaging carpet.   |          |                 | Should be referred to builder |
| <b>Units 71-76</b>   |         |                   |   |          |                 |                               |
| 243                  |         | U71 & 73          | Slab crack evident under balcony of unit 73. Needs further investigation and repair.  |          |                 | Should be referred to builder |
| 244                  | L1      | Window            | Leaks evident at base of window damaging carpet. Leak is significant.   |          |                 | Should be referred to builder |
| <b>Units 77-82</b>   |         |                   |   |          |                 |                               |
| 245                  | Ground  | Entry cladding    | Cladding to both sides of entry has detached from support frame. Refix.   |          |                 | Should be referred to builder |
| 246                  | L1      | U79 & 80          | South side window lintel have corrosion evident. These need to be treated and repainted.  |          |                 | EC will need to action        |
| 247                  | L2      | Window            | Signs of leakage on the left hand side, damaging the carpet.  |          |                 | Should be referred to builder |
| <b>Units 83-88</b>   |         |                   |   |          |                 |                               |
| 248                  | Ground  | Entry cladding    | Cladding to both sides of entry has detached from support frame. Refix.   |          |                 | Should be referred to builder |
| 249                  | L1 & L2 | Window            | Glazing rubbers are pulling out and need to be replaced.  |          |                 | EC will need to action        |
| 250                  |         | West wall         | External render joints and cracks need to be repaired before repainting.  |          |                 | EC will need to action        |
| <b>Units 89-94</b>   |         |                   |   |          |                 |                               |
| 251                  | L1      | U91 & 93          | Calcification damage evident to soffit of balcony of unit 93. Requires investigation and repair.  | 22       |                 | Should be referred to builder |
| 252                  | L1      | U90               | Leaching crack to slab soffit under U92 requires further investigation.   |          |                 | Should be referred to builder |
| <b>Units 95-102</b>  |         |                   |   |          |                 |                               |
| 253                  | Ground  | Entry cladding    | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder |
| 254                  | L2      | Ceiling           | One ceiling joint has popped and needs to be repaired and repainted.  |          |                 | EC will need to action        |
| <b>Units 103-108</b> |         |                   |   |          |                 |                               |
| 255                  | G & L1  | U103 & 105 soffit | Calcium staining around pipes suggest balcony problems on U105 & 107. These should be investigated and repaired. In addition there is a leaching slab crack in the soffit of unit 103 from unit 105 balcony that should be investigated and repaired. | 23       |                 | Should be referred to builder |
| 256                  | Ground  | Entry cladding    | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder |

| Item No | Level  | Area                                   | Issue Identified  | Photo No | 20/03/24 Status | 20/03/24 Comment                |
|---------|--------|--|---|----------|-----------------|---------------------------------|
|         |        | <b>Units 109-114</b>                   |   |          |                 |                                 |
| 257     | G & L1 | U111 & 112 soffits                     | Leaching slab cracks are evident to the slab soffits indicating balcony issue on U113 & 114 that will require further investigation and repair. |          |                 | Should be referred to builder   |
| 258     | Ground | Entry cladding                         | Cladding has pulled away from framing and is loose. Needs to be refixed.  |          |                 | Should be referred to builder   |
| 259     | Ground | Entry door                             | The bottom flush bolt is broken and should be replaced.   |          |                 | EC will need to action          |
| 260     | L1     | Window                                 | Some glazing rubber have dislodged and need to be replaced.   |          |                 | EC will need to action          |
|         |        | <b>Units 115-120</b>                   |   |          |                 |                                 |
| 261     | Ground | Entry cladding                         | Cladding has pulled away from framing on right hand side and is loose. Needs to be refixed.   |          |                 | Should be referred to builder   |
| 262     | L1     | Window                                 | Some glazing rubber have dislodged and need to be replaced.   |          |                 | EC will need to action          |
|         |        | <b>Apartment Inspections - Unit 21</b> |   |          |                 |                                 |
| 263     | Ground | Bedroom wall                           | Wall crack in bedroom related to crack in corridor. Patch and repaint.  |          |                 | Owner to action when repainting |
| 264     | Ground | External garden wall                   | Crack in wall is due to differential settlement. Patch and repaint.   |          |                 | EC will need to action          |
| 265     | Ground | Garden walls                           | Cracks in the walls require patching and painting. Recommend stitch major vertical crack and re-seal vertical expansion joint.                  |          |                 | EC will need to action          |
| 266     | Ground | DPC level                              | Horizontal crack at DPC level requires patching and painting.   |          |                 | EC will need to action          |

| Synergy Re-inspection 20/03/2024 Photos   |  |
|---|--|
|    |    |
| 1. Item 204 – Steel handrail corrosion needs to be treated                          | 2. Item 206 – Two leaks in storm water pipe joint at cage                            |
|   |   |
| 3. Item 207 – Leaks evident in pipe joint leaking adjacent electrical equipment     | 4. Item 209 –leak evident through pipe and conduit (next photo) penetrations         |
|  |  |
| 5. Item 209 –leak evident through conduit penetration                               | 6. Item 211 – Leak in joint in tray renders the cage unusable                        |
|  |  |
| 7. Item 215 – Gravel has dropped and is a trip hazard                               | 8. Item 216 – Deterioration of timber to decks on south side is evident              |

|   |   |
|---|---|
|                |               |
| <p><b>9. Item 217 – Beds appear to be sinking by up to 120mm on rear end of garden beds</b></p> | <p><b>10. Item 218 – Movement causing tile failure at step to landing junction</b></p>          |
|               |              |
| <p><b>11. Item 219 – Coloured cladding has either fallen off or been removed</b></p>            | <p><b>12. Item 221 – Leak evident in right hand side at top of window. Damaging carpet.</b></p> |
|              |             |
| <p><b>13. Item 221 – Leak evident in right hand side at top of window. Damaging carpet.</b></p> | <p><b>14. Item 223 – downpipe not connected to stormwater system</b></p>                        |

|  |  |
|--|--|
|                 |    |
| <p><b>15. Item 224 – Cracking in render in vertical plane warrants further investigation</b></p> | <p><b>16. Item 225 – Leaching soffit cracks which indicates balcony issues</b></p>   |
|                |   |
| <p><b>17. Item 227 – Leaching soffit cracks which indicates balcony issues</b></p>               | <p><b>18. Item 230 – Major calcium leachate from underside of balcony</b></p>        |
|               |  |
| <p><b>19. Item 231 – Gap between walls at U48 courtyard should be sealed and painted</b></p>     | <p><b>20. Item 235 – carpet needs to be reglued</b></p>                              |

|   |   |
|---|---|
|                      |         |
| <p><b>21. Item 239 – Cladding at both sides of the entry door is failing and needs repairing</b></p>  | <p><b>22. Item 251 – Calcification damage evident to soffit of balcony of unit 93</b></p> |
|                     |   |
| <p><b>23. Item 255 – Calcium staining around pipes suggest balcony problems on U105 &amp; 107</b></p> |   |

## UP3802 - Synergy

Financial Year - 01/6/2024 to 31/5/2025

### Current Levy Budgets

|                     | Excl. GST    | Incl. GST    |
|---------------------|--------------|--------------|
| Administrative Fund | \$490,000.00 | \$539,000.00 |
| Sinking Fund        | \$124,931.00 | \$137,424.10 |

### Proposed Loan Amount

|                      |              |
|----------------------|--------------|
| Special Purpose Fund | \$354,777.00 |
|----------------------|--------------|

### Lot Budget Summary

Total Ent. 10,000

|          |      |                 |                 |                   | 1              |                 |                        |
|----------|------|-----------------|-----------------|-------------------|----------------|-----------------|------------------------|
| Unit No. | Ent. | Current AF Levy | Current SF Levy | TOTAL per quarter | SPF Loan Total | No. of payments | Total Qtr. Levy + Loan |
| 1        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 2        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 3        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 4        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 5        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 6        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 7        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 8        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 9        | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 10       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 11       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 12       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 13       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 14       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 15       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 16       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 17       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 18       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 19       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 20       | 102  | \$5,497.80      | \$1,401.73      | \$1,724.88        | \$3,618.73     | \$3,618.73      | \$5,343.61             |
| 21       | 88   | \$4,743.20      | \$1,209.33      | \$1,488.13        | \$3,122.04     | \$3,122.04      | \$4,610.17             |
| 22       | 76   | \$4,096.40      | \$1,044.42      | \$1,285.21        | \$2,696.31     | \$2,696.31      | \$3,981.51             |
| 23       | 88   | \$4,743.20      | \$1,209.33      | \$1,488.13        | \$3,122.04     | \$3,122.04      | \$4,610.17             |
| 24       | 78   | \$4,204.20      | \$1,071.91      | \$1,319.03        | \$2,767.26     | \$2,767.26      | \$4,086.29             |
| 25       | 91   | \$4,904.90      | \$1,250.56      | \$1,538.86        | \$3,228.47     | \$3,228.47      | \$4,767.34             |
| 26       | 79   | \$4,258.10      | \$1,085.65      | \$1,335.94        | \$2,802.74     | \$2,802.74      | \$4,138.68             |
| 27       | 76   | \$4,096.40      | \$1,044.42      | \$1,285.21        | \$2,696.31     | \$2,696.31      | \$3,981.51             |
| 28       | 76   | \$4,096.40      | \$1,044.42      | \$1,285.21        | \$2,696.31     | \$2,696.31      | \$3,981.51             |
| 29       | 78   | \$4,204.20      | \$1,071.91      | \$1,319.03        | \$2,767.26     | \$2,767.26      | \$4,086.29             |
| 30       | 78   | \$4,204.20      | \$1,071.91      | \$1,319.03        | \$2,767.26     | \$2,767.26      | \$4,086.29             |
| 31       | 79   | \$4,258.10      | \$1,085.65      | \$1,335.94        | \$2,802.74     | \$2,802.74      | \$4,138.68             |
| 32       | 79   | \$4,258.10      | \$1,085.65      | \$1,335.94        | \$2,802.74     | \$2,802.74      | \$4,138.68             |
| 33       | 76   | \$4,096.40      | \$1,044.42      | \$1,285.21        | \$2,696.31     | \$2,696.31      | \$3,981.51             |
| 34       | 91   | \$4,904.90      | \$1,250.56      | \$1,538.86        | \$3,228.47     | \$3,228.47      | \$4,767.34             |
| 35       | 78   | \$4,204.20      | \$1,071.91      | \$1,319.03        | \$2,767.26     | \$2,767.26      | \$4,086.29             |
| 36       | 91   | \$4,904.90      | \$1,250.56      | \$1,538.86        | \$3,228.47     | \$3,228.47      | \$4,767.34             |
| 37       | 79   | \$4,258.10      | \$1,085.65      | \$1,335.94        | \$2,802.74     | \$2,802.74      | \$4,138.68             |
| 38       | 92   | \$4,958.80      | \$1,264.30      | \$1,555.78        | \$3,263.95     | \$3,263.95      | \$4,819.72             |
| 39       | 88   | \$4,743.20      | \$1,209.33      | \$1,488.13        | \$3,122.04     | \$3,122.04      | \$4,610.17             |
| 40       | 88   | \$4,743.20      | \$1,209.33      | \$1,488.13        | \$3,122.04     | \$3,122.04      | \$4,610.17             |
| 41       | 75   | \$4,042.50      | \$1,030.68      | \$1,268.30        | \$2,660.83     | \$2,660.83      | \$3,929.12             |
| 42       | 87   | \$4,689.30      | \$1,195.59      | \$1,471.22        | \$3,086.56     | \$3,086.56      | \$4,557.78             |
| 43       | 87   | \$4,689.30      | \$1,195.59      | \$1,471.22        | \$3,086.56     | \$3,086.56      | \$4,557.78             |
| 44       | 74   | \$3,988.60      | \$1,016.94      | \$1,251.38        | \$2,625.35     | \$2,625.35      | \$3,876.73             |
| 45       | 87   | \$4,689.30      | \$1,195.59      | \$1,471.22        | \$3,086.56     | \$3,086.56      | \$4,557.78             |
| 46       | 87   | \$4,689.30      | \$1,195.59      | \$1,471.22        | \$3,086.56     | \$3,086.56      | \$4,557.78             |
| 47       | 76   | \$4,096.40      | \$1,044.42      | \$1,285.21        | \$2,696.31     | \$2,696.31      | \$3,981.51             |

## Lot Budget Summary

Total Ent. 10,000

|             |      |                    |                    |                      | 1                 |                    | Total Qtr.<br>Levy + Loan |
|-------------|------|--------------------|--------------------|----------------------|-------------------|--------------------|---------------------------|
| Unit<br>No. | Ent. | Current<br>AF Levy | Current<br>SF Levy | TOTAL<br>per quarter | SPF Loan<br>Total | No. of<br>payments |                           |
| 48          | 76   | \$4,096.40         | \$1,044.42         | \$1,285.21           | \$2,696.31        | \$2,696.31         | \$3,981.51                |
| 49          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 50          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 51          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 52          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 53          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 54          | 72   | \$3,880.80         | \$989.45           | \$1,217.56           | \$2,554.39        | \$2,554.39         | \$3,771.96                |
| 55          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 56          | 77   | \$4,150.30         | \$1,058.17         | \$1,302.12           | \$2,731.78        | \$2,731.78         | \$4,033.90                |
| 57          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 58          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 59          | 72   | \$3,880.80         | \$989.45           | \$1,217.56           | \$2,554.39        | \$2,554.39         | \$3,771.96                |
| 60          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 61          | 77   | \$4,150.30         | \$1,058.17         | \$1,302.12           | \$2,731.78        | \$2,731.78         | \$4,033.90                |
| 62          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 63          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 64          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 65          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 66          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 67          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 68          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 69          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 70          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 71          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 72          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 73          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 74          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 75          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 76          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 77          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 78          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 79          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 80          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 81          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 82          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 83          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 84          | 73   | \$3,934.70         | \$1,003.20         | \$1,234.47           | \$2,589.87        | \$2,589.87         | \$3,824.35                |
| 85          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 86          | 77   | \$4,150.30         | \$1,058.17         | \$1,302.12           | \$2,731.78        | \$2,731.78         | \$4,033.90                |
| 87          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 88          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 89          | 75   | \$4,042.50         | \$1,030.68         | \$1,268.30           | \$2,660.83        | \$2,660.83         | \$3,929.12                |
| 90          | 76   | \$4,096.40         | \$1,044.42         | \$1,285.21           | \$2,696.31        | \$2,696.31         | \$3,981.51                |
| 91          | 77   | \$4,150.30         | \$1,058.17         | \$1,302.12           | \$2,731.78        | \$2,731.78         | \$4,033.90                |
| 92          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 93          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 94          | 78   | \$4,204.20         | \$1,071.91         | \$1,319.03           | \$2,767.26        | \$2,767.26         | \$4,086.29                |
| 95          | 88   | \$4,743.20         | \$1,209.33         | \$1,488.13           | \$3,122.04        | \$3,122.04         | \$4,610.17                |
| 96          | 88   | \$4,743.20         | \$1,209.33         | \$1,488.13           | \$3,122.04        | \$3,122.04         | \$4,610.17                |
| 97          | 75   | \$4,042.50         | \$1,030.68         | \$1,268.30           | \$2,660.83        | \$2,660.83         | \$3,929.12                |
| 98          | 87   | \$4,689.30         | \$1,195.59         | \$1,471.22           | \$3,086.56        | \$3,086.56         | \$4,557.78                |
| 99          | 87   | \$4,689.30         | \$1,195.59         | \$1,471.22           | \$3,086.56        | \$3,086.56         | \$4,557.78                |
| 100         | 74   | \$3,988.60         | \$1,016.94         | \$1,251.38           | \$2,625.35        | \$2,625.35         | \$3,876.73                |
| 101         | 87   | \$4,689.30         | \$1,195.59         | \$1,471.22           | \$3,086.56        | \$3,086.56         | \$4,557.78                |
| 102         | 87   | \$4,689.30         | \$1,195.59         | \$1,471.22           | \$3,086.56        | \$3,086.56         | \$4,557.78                |
| 103         | 91   | \$4,904.90         | \$1,250.56         | \$1,538.86           | \$3,228.47        | \$3,228.47         | \$4,767.34                |
| 104         | 76   | \$4,096.40         | \$1,044.42         | \$1,285.21           | \$2,696.31        | \$2,696.31         | \$3,981.51                |

## Lot Budget Summary

Total Ent. 10,000

|                   |               |                     |                     |                     | 1                   |                     |                        |  |
|-------------------|---------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------------|--|
| Unit No.          | Ent.          | Current AF Levy     | Current SF Levy     | TOTAL per quarter   | SPF Loan Total      | No. of payments     | Total Qtr. Levy + Loan |  |
| 105               | 91            | \$4,904.90          | \$1,250.56          | \$1,538.86          | \$3,228.47          | \$3,228.47          | \$4,767.34             |  |
| 106               | 78            | \$4,204.20          | \$1,071.91          | \$1,319.03          | \$2,767.26          | \$2,767.26          | \$4,086.29             |  |
| 107               | 92            | \$4,958.80          | \$1,264.30          | \$1,555.78          | \$3,263.95          | \$3,263.95          | \$4,819.72             |  |
| 108               | 79            | \$4,258.10          | \$1,085.65          | \$1,335.94          | \$2,802.74          | \$2,802.74          | \$4,138.68             |  |
| 109               | 76            | \$4,096.40          | \$1,044.42          | \$1,285.21          | \$2,696.31          | \$2,696.31          | \$3,981.51             |  |
| 110               | 76            | \$4,096.40          | \$1,044.42          | \$1,285.21          | \$2,696.31          | \$2,696.31          | \$3,981.51             |  |
| 111               | 78            | \$4,204.20          | \$1,071.91          | \$1,319.03          | \$2,767.26          | \$2,767.26          | \$4,086.29             |  |
| 112               | 78            | \$4,204.20          | \$1,071.91          | \$1,319.03          | \$2,767.26          | \$2,767.26          | \$4,086.29             |  |
| 113               | 79            | \$4,258.10          | \$1,085.65          | \$1,335.94          | \$2,802.74          | \$2,802.74          | \$4,138.68             |  |
| 114               | 79            | \$4,258.10          | \$1,085.65          | \$1,335.94          | \$2,802.74          | \$2,802.74          | \$4,138.68             |  |
| 115               | 76            | \$4,096.40          | \$1,044.42          | \$1,285.21          | \$2,696.31          | \$2,696.31          | \$3,981.51             |  |
| 116               | 88            | \$4,743.20          | \$1,209.33          | \$1,488.13          | \$3,122.04          | \$3,122.04          | \$4,610.17             |  |
| 117               | 78            | \$4,204.20          | \$1,071.91          | \$1,319.03          | \$2,767.26          | \$2,767.26          | \$4,086.29             |  |
| 118               | 88            | \$4,743.20          | \$1,209.33          | \$1,488.13          | \$3,122.04          | \$3,122.04          | \$4,610.17             |  |
| 119               | 79            | \$4,258.10          | \$1,085.65          | \$1,335.94          | \$2,802.74          | \$2,802.74          | \$4,138.68             |  |
| 120               | 90            | \$4,851.00          | \$1,236.82          | \$1,521.95          | \$3,192.99          | \$3,192.99          | \$4,714.95             |  |
| <b>Ann. Total</b> | <b>10,000</b> | <b>\$539,000.00</b> | <b>\$137,424.10</b> | <b>\$169,106.03</b> | <b>\$354,777.00</b> | <b>\$354,777.00</b> | <b>\$523,883.03</b>    |  |
|                   | Check         | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$1,064,331.00      |                        |  |

18 December 2024

The Owners - UP-3802  
c/- LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
Gungahlin, ACT 2912

Dear Secretary

**Your \$355,000.00 Multi Drawdown facility**

We are pleased to propose a funding facility of \$355,000.00 for the purposes outlined in the enclosed documents. With this letter, please find the required documents for your consideration.

**What you need to do**

If you wish to pursue this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of this letter (we may agree a longer period). You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have passed the required resolutions at a general meeting and provided evidence of this general meeting in the form of Schedule 1, page 13, signed by the people authorised by the general meeting;
4. You have approved the levies which will permit you to meet your financial obligations under this Funding Facility over the life of the facility as and when they become due and payable and have issued notices to the owners in respect of the first such levy payment;
5. The Facility Agreement has been executed by affixing the common seal of the Owners Corporation in the presence of the authorised witnesses (page 12); and
6. You have completed the Direct Debit Request Form (Schedule 2, page 14).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd  
Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Facility Agreement and notify you via email that your offer has been accepted. Subject to the terms of the facility, we will then lend to you each time you send us a completed Drawdown Instruction (Schedule 3, page 15).

**What you need to know**

If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.

Yours faithfully



**Paul Morton**  
CEO  
Lannock Capital 2 Pty Ltd



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

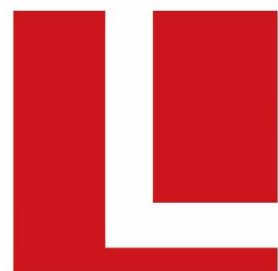
Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Facility Agreement

Multi Drawdown Facility

**\$355,000.00**

Lannock Capital 2 Pty Ltd | ACN 153 391 283  
Australian Credit Licence No 412905  
Reference: 3.01  
© Copyright 2013  
Release Date: 12/11/13



# 1 Financial Table

1.1

Amount of Credit

Amount of Credit

The maximum amount of credit under this Funding Facility is \$355,000.00.

The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.

To whom it is to be paid

Each Advance will be paid to the Owners Corporation’s bank account as specified in each Drawdown Instruction.

1.2

Annual Percentage Rate

Annual Percentage Rate

The Annual Percentage Rate in relation to each Advance will be the Variable Rate.

**Variable Rate:** The Variable Rate for an Advance will be the Strata Reference Rate that is applicable from time to time; plus the Variable Premium that is applicable at the time of the Advance for the Amount of Credit and the term of the Advance; plus a credit margin of 0.00%.

The Variable Rate as at the Disclosure Date is:

|                         |        |        |        |        |           |
|-------------------------|--------|--------|--------|--------|-----------|
| Term of Advance (years) | 1      | 2      | 3      | 4      | 5 or more |
| Variable Rate           | 10.00% | 10.00% | 10.00% | 10.00% | 10.00%    |

**Strata Reference Rate:** The Strata Reference Rate can be obtained by telephoning us during business hours. The Strata Reference Rate is an indicator rate that may vary daily in line with market and economic conditions.

The Strata Reference Rate as at the Disclosure Date is 13.60%pa.

|   |   |
|---|---|
| <b>1.3 Calculation of Interest Charges</b>          |   |
| Maximum interest free period                        | There is no interest free period.   |
| Method of calculation of interest charges           | <p>We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate.</p> <p>For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except where the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid).</p> <p>Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).</p>   |
| Frequency of interest charges                       | Monthly.  |
| <b>1.4 Total Amount of Interest Charges Payable</b> |   |
| Total amount of interest charges payable            | Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.   |
| <b>1.5 Payments</b>                                 |   |
| Amount of each Payment                              | <p>Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to:</p> <ul style="list-style-type: none"> <li>(a) repay that Advance in full by Monthly instalments over the term selected by the Borrower in the Drawdown Instruction for that Advance; and</li> <li>(b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate.</li> </ul> <p>The formula that is used to calculate monthly repayments is:</p> $PMT = [A \times i \times (1 + i)^n] / [(1 + i)^n - 1]$ <p>Where:</p> <ul style="list-style-type: none"> <li>PMT = the monthly payment for the Advance;</li> <li>A = the amount of the Advance;</li> <li>i = the monthly interest rate applicable to the Advance; and</li> <li>n = the remaining term of the Advance in months.</li> </ul> <p>The variables in this formula are reset and the monthly payment recalculated as appropriate to reflect any changes in the applicable Annual Percentage Rate.</p> <p>During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.</p> |

|                              |   |
|------------------------------|---|
| Number of Payments           | Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the term selected by the Borrower for that Advance in the Drawdown Instruction, the Interest Only Period (if selected) and the frequency of Payments.  |
| Total amount of Payments     | Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and whether the Borrower requests an Interest Only Period.  |
| When Payments are to be made | <p>(a) The first Payment for an Advance is due in the First month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first.</p> <p>(b) Subsequent Payments for an Advance are due each following First month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.</p> |
| Frequency of Payments        | Monthly for each Advance.   |

## 1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account

| Fee / Charge                                 | When Payable  | Amount or Method of Calculation  |
|--|---|--|
| <b>1.6.1 Fees and charges</b>                |   |  |
| Line fee                                     | Monthly in advance from the day we advise the Borrower we have approved the Facility.   | \$0.00   |
| Loan approval fee                            | When we advise the Borrower we have approved the Facility.  | \$600.00   |
| Establishment fee                            | On the date of the first Advance.   | \$0.00   |
| Settlement fee                               | When the Borrower draws each Advance under the facility.  | \$0.00   |
| Audit certificate fee                        | When the Borrower requests us to provide information for the purposes of an audit of its accounts.  | \$50.00  |
| Document handling fee                        | When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document. | \$50.00  |
| Document handling out of pocket expenses fee | When we pay or are required to pay these expenses.  | The amount of all out-of-pocket expenses incurred by us for document handling. |
| Statement fee                                | When the Borrower requests us to provide an out-of-cycle or copy of a Statement   | \$50.00 per statement  |

|  |   |   |
|--|---|---|
| Valuation fee  | When we pay or are required to pay this fee.  | The amount which we reasonably incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.  |
| Legal costs and disbursements  | When we pay or are required to pay these costs and disbursements.   | The amount of legal costs and disbursements which we reasonably incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility. |
| Non-scheduled settlement date fee                                      | This fee is payable for each Advance made on a date other than a Preferred Settlement Date.   | \$250.00  |
| Direct Debit change of account fee                                     | This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.  | \$50.00   |
| Dishonour fee  | This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.  | \$50.00   |
| Arrears fee  | This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date:<br>(a) on or after the 7th day after the relevant Payment Date; and<br>(b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.  | \$50.00 (in addition to any interest which may accrue at the Default Rate)  |
| Fee for extending the Availability Period                              | This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.   | \$250.00  |
| Early payment fee  | This fee is payable by the Borrower at the same time that it makes an early Payment.  | \$0.00  |
| <b>1.6.2 Total Credit Fees and Charges to the extent ascertainable</b> |   |   |
| Total Credit Fees and Charges  | \$600.00. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times. Additional Credit Fees and Charges can become payable in the circumstances described above. |   |

|   |  |
|---|--|
| <b>1.7 Changes Affecting Interest, Payments and Credit Fees and Charges</b>   |  |
| <p>We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent.</p> <p>Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances.</p> <p>We may change the amount of the Payments for an Advance that is subject to a Variable Rate at any time without the Borrower's consent. We will notify the Borrower of any such change in accordance with clause 15 of the Terms and Conditions.</p> |  |
| <b>1.8 Statements of Account</b>  |  |
| Frequency of statements   | Quarterly or as agreed between you and us.   |
| <b>1.9 Default Rate</b>   |  |
| This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.   |  |
| Default Rate  | The Default Rate in relation to each Advance made under this Funding Facility will be the Annual Percentage Rate applicable to that Advance plus a margin of 4.00%pa. The Annual Percentage Rate is described in item 1.2 of this Financial Table. |
| How the Default Rate is applied   | We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.            |
| <b>1.10 Enforcement Expenses</b>  |  |
| Enforcement expenses reasonably incurred by us may become payable by the Borrower under this Funding Facility in the event of a breach by the Borrower. The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement, protection or waiver of any of our rights.   |  |
| <b>1.11 Date of Disclosure</b>  |  |
| Disclosure Date   | The information in this Facility Agreement is correct as at 18 December 2024.  |
| <b>1.12 Other Information</b>   |  |
| This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement, the Credit Guide and the Direct Debit Request Service Agreement, copies of which are attached to this Facility Agreement.   |  |

|                     |  |
|---------------------|--|
| <b>1.13 Parties</b> |  |
| Borrower            | The Owners - UP-3802, c/- LMM Solutions Pty Ltd, Level 1, 26 Thynne Street, Gungahlin, ACT 2912              |
| Credit Provider     | Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000. |

## 2 Other Details

|  |  |
|--|--|
| <b>2.1 Purpose of Funding Facility</b> |  |
| Purpose of Funding Facility            | The purpose of the Funding Facility is to assist the Borrower with working capital, to fund remedial works and to meet expenditure that it is permitted by law to incur. |
| Property                               | 311 Flemington Road, Franklin, ACT 2913  |

## 3 Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

## 4 Special Conditions

The following special conditions apply to the Funding Facility:

- (a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness, including in relation to the purpose of the Funding Facility or the capacity of the Borrower to make Payments; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information you provide and of which you are the author will be true and correct and you will tell us if you are aware that any other information is not correct. You authorise us to contact you and your members with information on our products and services. You agree that we may refer to the property and this funding in our marketing and promotions (including publishing images and text on our website and in newsletters and case studies). You agree to display (and authorise your contractor to display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.
- (b) You must (and you authorise any of your members and your Strata Manager to) provide us promptly upon our reasonable request prior to and during the term of any Advance:
  1. copies of your latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
  2. a copy of the certificate of title of the Property (if available) and any associated documents;
  3. copies of tax and other returns;
  4. copies of budgets and financial projections;

5. copies of valuation, architectural, engineering, building consulting and any other reports including but not limited to legal advice;
  6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting which approves this Funding Facility;
  7. a Purchase Certificate - s119 (ACT) certificate on any of the lots and a copy of your constitution, bylaws and other constituent documents and any licence, lease or other agreement regarding occupancy or use of the Property;
  8. a copy of the current of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
  9. names and contact details of current Members of its Committee including postal addresses, email addresses and phone numbers;
  10. an insurer's certificate or other acceptable evidence of its building and other insurances;
  11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
  12. information about any litigation either past, current or pending involving the Borrower;
  13. a copy of any applications or representations by or against the Borrower to government bodies, tribunals and courts;
  14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;
  15. a copy of any agreement between the Borrower and any contractor or provider of capital works or services which are the subject of this funding;
  16. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
  17. a copy of the appointment and delegation of the Strata Manager; and
  18. a copy of your maintenance plan, sinking fund plan and/or capital budget.
- (c) You must, if we reasonably request, invite us to attend any general meeting or Committee meeting, where the meeting proposes to deal with this Funding Facility, delays or changes to the capital works, the levying of contributions, the taking out of a loan or any matter that may impact your ability to discharge its obligations under the Funding Facility including your ability to meet Payments.
- (d) You must not:
- (i) incur any financial indebtedness other than under this Funding Facility or in the ordinary course of the your day-to-day operations; or
  - (ii) provide security or allow any other encumbrance to exist over your assets (both personal and common), without our prior written consent; or
  - (iii) seek to terminate the strata scheme without our prior written consent.
  - (iv) seek to terminate the strata scheme without or prior written consent.
- (e) If any of your details or circumstances change, for whatever reason, you must give us written notice within 14 days of the change taking effect, including, without limitation, if:
- (i) the Borrower changes its name or address;
  - (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
  - (iii) there is any change to the membership of the Committee or its office bearers;

- (iv) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
  - (v) the Property ceases to be insured as required by the Legislation;
  - (vi) any material detail in respect of the Property changes;
  - (vii) a notice of a general meeting to consider an application to a court or other body for termination of the strata scheme;
  - (viii) an application is made to a court or other body for termination of the strata scheme;
  - (ix) any Default occurs;
  - (x) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected; or
  - (xi) there is a material delay in the progress or a material change in scope or cost of the capital works which are the purpose of the funding.
- (f) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, you must give us written notice within 14 days of becoming aware of the proposal.
- (g) you represent and warrant that, as at the date of signing this Facility Agreement:
- (i) you have not granted security over any of your assets (including both personal and common property) other than those notified to us; and
  - (ii) the financial accounts (and any other financial information) provide an accurate reflection of your financial position.



Lannock Capital 2 Pty Ltd (ACN 153 391 283)  
by an authorised officer

Date: 18 December 2024

## Offer and Receipt

The Borrower has received a copy of this Facility Agreement, inclusive of the attached Terms and Conditions, the prescribed Information Statement, the Credit Guide and the Direct Debit Request Service Agreement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

| IMPORTANT  |   |
|--|---|
| BEFORE THE BORROWER SIGNS  | THINGS THE BORROWER MUST KNOW   |
| <ul style="list-style-type: none"> <li>• READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract.</li> <li>• The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT".</li> <li>• Fill in or cross out any blank spaces.</li> <li>• Get a copy of this contract document.</li> <li>• <b>Do not sign</b> this contract document if there is anything the Borrower does not understand.</li> </ul> | <ul style="list-style-type: none"> <li>• The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred.</li> <li>• The Borrower <b>does not</b> have to take out consumer credit insurance unless it wants to.</li> <li>• If the Borrower takes out insurance, the Credit Provider can not insist on any particular insurance company.</li> <li>• If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent.</li> <li>• If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.</li> </ul> |

Executed by the Borrower

**THE COMMON SEAL** of  
The Owners - UP-3802  
(the Borrower)  
was affixed to this Facility Agreement  
in the presence of:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Dated this.....day of.....20.....

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

|   |  |
|---|--|
| <b>Office Use Only:</b> The Credit Provider accepts the Borrower's offer to borrow in accordance with the terms of the Facility Agreement | this.....day of.....20.....  |
|   | Lannock Capital 2 Pty Ltd (ACN 153391283) by an authorised officer |

# Schedule 1

## Certificate – General Meeting

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000

We hereby certify that at a duly convened meeting of the Members of The Owners - UP-3802 (the “**Owners Corporation**”) held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ the following resolutions were passed in accordance with all applicable rules and regulations affecting the Owners Corporation:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation’s obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation’s seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or
  - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$355,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone

Signed:

|  |   |
|--|---|
| <hr/> Secretary<br>(or other person authorised by the Meeting) | <hr/> Member<br>(or other person authorised by the Meeting) |
| <hr/> Print name   | <hr/> Print name  |

Dated this.....day of.....20.....

## Schedule 2

### Direct Debit Request Form

#### Owners Corporation's Authority

By signing this document on behalf of The Owners - UP-3802 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 447531 (**Debit User**), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (Credit Provider) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (**Facility Agreement**). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

#### Details of the Borrower's Bank Account to be debited

Financial Institution Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account Name: \_\_\_\_\_

|             |  |  |  |   |  |  |  |                 |  |  |  |  |  |  |  |  |  |  |  |
|-------------|--|--|--|---|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|--|--|
| BSB Number: |  |  |  | - |  |  |  | Account Number: |  |  |  |  |  |  |  |  |  |  |  |
|-------------|--|--|--|---|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|--|--|

#### Borrower declaration

By signing this Direct Debit Request we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with the Borrower's financial institution and to instruct the Borrower's financial institution to debit its account as described above on its behalf;
- all information given to the Credit Provider is accurate and not misleading and we are aware that the Credit Provider is relying on it; and
- the Borrower will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date and making new direct debit arrangements on another account of the Borrower.

#### When signing this Direct Debit Request

- fill in or cross out any blank spaces;
- ensure that each required authorised signatory of the bank account signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

\_\_\_\_\_  
 Authorised Signatory

\_\_\_\_\_  
 Authorised Signatory

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Print name

Dated        /        /

Dated        /        /

## Schedule 3

### Drawdown Instruction

|     |
|-----|
| / / |
|-----|

*Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.*

Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Suite 18.01, Level 18, 227 Elizabeth Street  
SYDNEY NSW 2000

The Owners - UP-3802  
c/- LMM Solutions Pty Ltd  
Level 1, 26 Thynne Street  
Gungahlin ACT 2912

***Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance***

To: Lannock Capital 2 Pty Ltd (Credit Provider)

**Facility Agreement dated** *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

|                      |  |   |
|----------------------|--|---|
| Amount of Advance    | \$   | <i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>  |
| Term of Advance      | _____ year/s   | <i>Insert the term for this Advance (from 1 to 15 years).</i>   |
| Interest Only Period | _____ year/s   | <i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>  |
| Settlement Date      | <input type="checkbox"/> Next Preferred Settlement Date or | <i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i> |
|                      | <input type="checkbox"/> / /                               |   |

***Please initial this page and sign the next page***

**Need to contact Lannock?**  
**Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

## Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

| Owners Corporation Account Name | Corporation BSB | Corporation Account Number | Amount |
|---------------------------------|-----------------|----------------------------|--------|
|                                 |                 |                            | \$     |

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

Dated        /        /

Dated        /        /

***Please sign here and initial the first page.***

***This page must be signed by the authorised representatives of the Borrower.***

**Need to contact Lannock?  
Call 1300 85 15 85**

Drawdown Instruction page 2 of 2

## Schedule of Attachments

Attachment “**A**” – Terms and Conditions

Attachment “**B**” – Prescribed Notice

Attachment “**C**” – Credit Guide

Attachment “**D**” – Direct Debit Request Service Agreement

# Attachment A

## Terms and Conditions



# Terms and Conditions

**PLEASE NOTE:** These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement and the prescribed notice.

## 1 Interpretation

### 1.1 Words with special meanings

In this Funding Facility:

**“Account”** means any account we open in the name of the Borrower for the purposes of this Funding Facility.

**“Advance”** means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

**“Amount of Credit”** means the amount of credit specified in the Facility Agreement.

**“Availability Period”** means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

**“Balance”** means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

**“Borrower”** means the borrower specified in the Facility Agreement.

**“Committee”** means the committee appointed in relation to the Borrower in accordance with the Legislation.

**“Credit Fees and Charges”** means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

**“Credit Legislation”** means:

- the National Credit Code, enacted under Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

**“Credit Provider”** means the person specified as the "Credit Provider" in the Facility Agreement.

**“Daily Balance”** means the Balance of an Account at 3.00pm on a day.

**"Default"** means an Event of Default or a Potential Event of Default.

**"Direct Debit"** means a payment made directly from an account in accordance with a Direct Debit Request Form.

**"Direct Debit Request Form"** means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

**"Disclosure Date"** means the disclosure date specified in the Facility Agreement.

**"Drawdown Instruction"** means a written request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

**"Event of Default"** means any event specified in Clause 13.2.

**"Facility Agreement"** means the document titled "Facility Agreement" which details some of the terms and conditions on which the Borrower offers to the Credit Provider to enter into this Funding Facility.

**"Final Drawdown Date"** means the date 24 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

**"Funding Facility"** means the contract the Borrower makes with us when we accept the Borrower's offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.

**"Government Transaction Charges"** means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

**"Insolvency Event"** means, in relation to the Borrower, something that reasonably indicates that there is a significant risk that the Borrower can not, or will become unable to, pay its debts as they fall due. This includes each of the following:

- (a) the Borrower is liquidated or dissolved, or a step is taken to liquidate or dissolve the Borrower;
- (b) a liquidator or a provisional liquidator of the Borrower is appointed, or steps have been taken to appoint a liquidator including, but not limited to:
  - (i) an order or an application being made for its liquidation; or
  - (ii) an effective resolution being passed or meeting summoned or convened to consider a resolution for its liquidation;
- (c) the Borrower gives or attempts to give a creditor a preference or advantage over any other creditor;
- (d) a floating charge over any of the Borrower's assets or undertakings become fixed;
- (e) a security over any of the Borrower's assets or undertakings becomes enforceable or is enforced;
- (f) the Borrower enters or proposes to enter into any form of composition or arrangement with any of the Borrower's creditors;
- (g) the Borrower becomes subject to a deed of company arrangement;
- (h) execution or distress is levied against any of the Borrower's income or assets;
- (i) a notice is given to the Borrower that it is about to be struck off as a defunct or deregistered entity;
- (j) the Borrower is unable to pay its debts when due within the meaning of any law applicable to the Lender;

- (k) the Borrower takes a step to gain protection from any creditors, or are granted protection from any creditors, under any legislation, or a trustee or administrator is appointed to or in respect of the Borrower;
- (l) the Borrower becomes an insolvent under administration as defined in an applicable law;
- (m) an administrator or 'controller' (as defined in the Corporations Act 2001 (Cth)) is appointed, or any steps have been taken to appoint an administrator or 'controller', with respect to the Borrower or in relation to any of the Borrower's income, rights or assets;
- (n) it stops or suspends payment to all or a class of creditors generally; or
- (o) an analogous or equivalent event to any listed above occurs in any jurisdiction.

**"Interest Only Period"** means, in respect of an Advance, the term that Payments will be in the nature of interest only.

**"Law"** means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

**"Legislation"** means the legislation governing the establishment and administration of strata title in the Borrower's State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

**"Manager"** means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

**"Market Disruption Event"** occurs if the Borrower receives notification from the Credit Provider that, as a result of circumstances affecting financial markets, credit markets, the Credit Provider's source of funding or the economy, and whether or not those circumstances and their effect on the Credit Provider's cost of funds subsist on the date of this Funding Facility:

- (a) the cost to it of funding any Advance exceeds the Variable Rate; or
- (b) the Credit Provider is unable to fund or continue funding an Advance.

**"Maximum Interest Only Period"** means 2 year/s, unless we agree otherwise in writing.

**"Maximum Term"** means 15 year/s, unless we agree otherwise in writing.

**"Minimum Term"** means 1 year/s, unless we agree otherwise in writing.

**"Normal Working Day"** means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower's State or Territory.

**"Payment"** means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

**"Payment Date"** means a date on which a Payment is due to be made, as specified in the Facility Agreement.

**"Potential Event of Default"** means any thing which would become an Event of Default on the giving of notice (whether or not notice is actually given), the expiry of time, the satisfaction or non-satisfaction of any condition, or any combination of the above, provided that the Potential Event of Default is at the relevant time both objectively likely to occur and if it occurred would present a risk that is material to the Credit Provider in accordance with clause 13.2.

**“Preferred Settlement Date”** means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

**“Property”** means the property specified in the Facility Agreement.

**“Purpose”** means the purpose as described in Clause 2.1 of the Facility Agreement.

**“Settlement Date”** means a date when an Advance is made by us and is debited to an Account.

**“Strata Reference Rate”** means the strata reference rate referred to in the Facility Agreement. The Strata Reference Rate is an indicator lending rate determined by the Credit Provider. It may vary daily based on market and economic conditions.

**“Terms and Conditions”** means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

**“Variable Premium”** means, in respect of the amount and term of an Advance, the premium for that amount and term set out in Schedule 1, as amended by us from time to time. The Variable Premium applicable to an Advance will not change once that Advance has been made.

**“Variable Rate”** means the variable rate specified in the Facility Agreement.

**“we”** means the entity specified as the Credit Provider in the Facility Agreement and “us” and “our” and similar parts of speech have corresponding meanings.

**“you”** means the entity specified as the Borrower in the Facility Agreement and “your” and “you’re” and similar parts of speech have corresponding meanings.

## **1.2 General interpretation**

In this Funding Facility:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to the Credit Provider, “we”, “us”, “our” and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 17.1 to perform functions in respect of this Funding Facility;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

### 1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

### 1.4 Limitation on trustee's liability

- (a) A liability arising under or in connection with this Funding Facility or any other document or agreement referred to in this Funding Facility (each such document a "**Relevant Document**") can be enforced against us only to the extent to which it can be satisfied out of property of the Trust out of which we are actually indemnified for the liability. This limitation of our liability applies despite any other provision of this Funding Facility (except clause 1.4(c) or any Relevant Document and extends to all our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Relevant Document.
- (b) No person, including any party to this Funding Facility, may sue us in our personal capacity or seek the appointment of a liquidator, administrator, controller, receiver or similar person to us as Trustee or prove in any liquidation, administration or arrangement of or affecting us as Trustee.
- (c) The provisions of this clause 1.4 do not apply to any of our obligations or liability to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of duty.
- (d) We are not obliged to enter into any commitment or obligation in addition to our obligations under any Relevant Document unless our liability is limited in a manner satisfactory to us in our absolute discretion.
- (e) All of the terms, clauses and conditions of this Funding Facility and each Relevant Document are subject to this clause 1.4.

### 1.5 Limit on our liability to the Borrower

- (a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence, or that of our officers, employees or agents. This is subject to clause 17.4.
- (b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the Trust.

### 1.6 Terms defined in legislation

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

### 1.7 Timing

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

### 1.8 Capacity of Borrower

By signing this Funding Facility, Direct Debit Request Form and / or Drawdown Instruction, the signatory of the Borrower holds themselves out to have full and proper authority to legally bind the Borrower on the terms set out in the relevant document.

## 2 Conditions to be satisfied before the Facility is made available

### 2.1 General conditions

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

- (a) we have accepted the Borrower's offer to enter into this Funding Facility;
- (b) the Borrower has provided evidence satisfactory to the Credit Provider that its members:
  - (i) held a general meeting during which all documents comprising this Funding Facility, including the [Information Memorandum], were tabled and discussed by the members; and
  - (ii) passed a resolution in the appropriate form, and involving the approval of the requisite number of its members to make it binding, approving the following:
    - (A) the Amount of Credit to be provided by the Credit Provider;
    - (B) the Purpose;
    - (C) the raising of levies on an annual basis to meet any and all Payments as they become due and payable;
- (c) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;
- (d) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;
- (e) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider;
- (f) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction; and
- (g) nothing has occurred to the Borrower or the Property since the Borrower applied for the Funding Facility which has or may have led or could lead to a material adverse change in the Borrower's financial position, the condition of the Property or the nature and scope of any works that would be required to be undertaken on the Property to rectify issues with it, and which is material to our decision as to whether to provide or continue to provide the Funding Facility.

### 2.2 When we may refuse to lend

We may refuse to make an Advance under this Funding Facility if, at any time:

- (a) there occurs any event or circumstance which in our reasonable opinion may detrimentally alter the Borrower's financial position or which may reduce the value of the Property, in either case to such a material extent that (acting reasonably) we would have rejected the application for lending if that default had occurred before our lending decision or which may materially impact completion of the Project;
- (b) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility and is of such materiality as to reasonably affect our lending decision;
- (c) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon and is of such materiality as to reasonably affect our lending decision;
- (d) we (acting reasonably in respect of our legitimate interests as a lender) are not satisfied with any documents, materials or information provided to us in respect of the Borrower either at the time of making our decision or subsequent to that decision;
- (e) there is a disruption in credit markets that means we are unable to obtain funds under reasonably suitable terms and conditions;
- (f) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;

- (g) the Drawdown Instruction does not meet the requirements of this Funding Facility;
- (h) the Final Drawdown Date has passed and has not been extended by us;
- (i) a Market Disruption Event occurs;
- (j) a Default is subsisting; or
- (k) costs to complete the Purpose exceed the unused portion of the Amount of Credit, for so long as the associated cost overrun or cost to complete is not remedied to the Credit Provider's satisfaction.

### **2.3 Consequences of refusing to lend**

If we refuse to lend, and that refusal is in accordance with our rights under this Facility Agreement, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

### **2.4 Increases in Credit Fees and Charges**

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date, then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

## **3 Provisions applying to the Funding Facility**

### **3.1 Opening an Account**

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

- (a) each amount we lend under the relevant Advance on the day we lend that amount; and
- (b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

### **3.2 Amount of Credit**

The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.

### **3.3 What the Borrower can borrow the Amount of Credit for**

The Borrower may only use the Amount of Credit for the Purpose and not for any other purpose.

### **3.4 How the Borrower borrows under this Funding Facility**

- (a) The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.
- (b) The proceeds of each Advance will be paid to the Owners Corporation bank account as specified in each Drawdown Instruction, for application and payment to the parties identified in the Drawdown Instruction and no other person.

### **3.5 Borrower's undertakings in relation to this Funding Facility**

The Borrower undertakes to:

- (a) on an annual basis, raise levies to meet all Payments as they become due and payable in the following period; and
- (b) diligently pursue any outstanding levies including taking all action available to the Borrower to recover the outstanding levies in full.

## 4 Drawdown

### 4.1 Availability

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

- (a) the Credit Provider has received, not later than 5.00pm on the fifth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and
- (b) the Borrower has complied with all its obligations under the Funding Facility and no Default has occurred that has not been remedied or waived by the Credit Provider in writing.

### 4.2 Requirements of Drawdown Instructions

A Drawdown Instruction must:

- (a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;
- (b) be signed by the authorised representatives of the Borrower as provided in Schedule 1 of this document;
- (c) specify:
  - (i) the requested date of the Advance;
  - (ii) the requested amount of the Advance;
  - (iii) the requested term of the Advance;
  - (iv) if an Interest Only Period is made available by us, the requested term of that Interest Only Period;
  - (v) that the Advance is within the permitted purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;
  - (vi) that the Advance is duly authorised by the Borrower; and
  - (vii) such other details as are from time to time reasonably requested by the Credit Provider; and
- (d) be accompanied by:
  - (i) a copy of each tax invoice that has been paid or will be paid or partly-paid by the Advance ; and
  - (ii) such other documents as are from time to time reasonably requested by the Credit Provider.

### 4.3 Limitation of Drawdown Instructions

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

- (a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;
- (b) the Borrower has failed to raise levies or the Borrower has insufficient funds to make the Payments that will become due and payable under this document;
- (c) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);
- (d) the requested term of the Advance is greater than the Maximum Term;
- (e) the requested Interest Only Period (if made available by us) of the Advance is greater than half of the term of the Advance;
- (f) the Drawdown Instruction does not otherwise comply with this Funding Facility; or
- (g) a Default is subsisting.

### 4.4 Drawdown Instructions Irrevocable

A Drawdown Instruction that complies with clauses 4.1, 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

#### **4.5 Extension of Availability Period**

- (a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.
- (b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.
- (c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.
- (d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

### **5 Annual Percentage Rate**

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

## **6 Calculation of Interest**

### **6.1 Daily percentage rates**

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

### **6.2 Calculation of interest charges**

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

### **6.3 Interest on judgments**

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

### **6.4 Credit balance**

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

## **7 Interest Charges**

### **7.1 When we will debit interest charges**

Interest charges will be debited to each Account in accordance with the Facility Agreement.

### **7.2 Other times we may debit interest charges**

Interest charges may also be debited to an Account at the following times:

- (a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;
- (b) on the day the last Payment for an Account is due; and/or
- (c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

### **7.3 Effect of debiting of interest charges**

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

### **7.4 Calculation of interest charges to be debited**

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

## **8 Fees and Charges**

### **8.1 Fees and charges the Borrower must pay**

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

### **8.2 Debiting of fees and charges**

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

### **8.3 Payment of fees and charges**

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. Any delay by us in charging the fee or charge does not absolve the Borrower of the requirement to pay the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the Credit Fee or Charge is paid when due.

### **8.4 When the Borrower must pay fees and charges**

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

### **8.5 Government Transaction Charges**

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

### **8.6 Non-acceptance of offer or termination of Funding Facility**

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason other than us exercising a discretion to terminate the Facility Agreement without cause in circumstances where there is no Market Disruption Event.

### **8.7 Approval fee**

The Credit Fees and Charges set out in the Facility Agreement may include an approval fee.

### **8.8 Establishment fee**

The Credit Fees and Charges set out in the Facility Agreement may include an establishment fee.

### **8.9 Arrears fee**

Any arrears fee payable by the Borrower, as specified in Clause 1.6.1 of the Facility Agreement, will be in addition to any interest which may accrue at the Default Rate.

### **8.10 Valuation**

The Borrower acknowledges and agrees that if an Event of Default occurs or if at any time in the reasonable assessment of the Credit Provider the Amount of Credit divided by the aggregate market value of the lots that comprise the strata scheme exceeds 15%, the Credit Provider may obtain a valuation of the Property at the cost of the Borrower who is required to pay the valuation fee in accordance with clause 1.6.1 of the Facility Agreement.

### **8.11 Enforcement expenses**

The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement or protection of any of our rights, including if we subsequently waive those rights.

## **9 Statement of Account**

### **9.1 What we can debit to an Account**

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

### **9.2 Effect of debiting of amounts**

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

### **9.3 When we will give statements of account**

We will provide the Borrower with statements of account every 3 months or such other period as we agree.

## **10 Payments**

### **10.1 Amount the Borrower owes us**

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

### **10.2 Payments**

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

### **10.3 Final Payment of an Account**

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

### **10.4 How the Borrower must make payments**

Payments are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and
- (c) to us or as we direct.

## **10.5 Direct Debit service agreement**

### **10.5.1 The Borrower's Direct Debit obligations**

The Borrower must:

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);
- (c) ensure there are sufficient clear funds available in the relevant account to meet each authorised Direct Debit on its due date;
- (d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;
- (e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and
- (f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

### **10.5.2 The terms of the Borrower's Direct Debit arrangements**

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

- (a) each Payment on the relevant Payment Date;
- (b) any amounts payable under this Funding Facility when they are due; and
- (c) such other amounts at such other times as authorised by the Borrower from time to time.

### **10.5.3 Variation or cancellation of Direct Debit arrangements**

- (a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.
- (b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

### **10.5.4 Stopping Direct Debits**

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

### **10.5.5 Disputed Direct Debits**

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

### **10.5.6 Debit days not Normal Working Days**

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

### **10.5.7 Dishonour by the Borrower's financial institution**

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

#### **10.5.8 Indemnity**

Subject to clause 10.5.9, you indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

#### **10.5.9 Exclusion from Indemnity**

The indemnity you give under clause 10.5.8 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

#### **10.5.10 Confidentiality**

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- (a) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);
- (b) we receive the Borrower's permission to release those details; or
- (c) we are required to disclose such details by Law.

### **10.6 When the Borrower gets credit**

We do not treat a payment as made until we credit it to an Account.

### **10.7 How we apply payments**

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

### **10.8 Effect of numerous Accounts or other credit contracts**

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

### **10.9 No set-off or counterclaim**

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

## **11 Waiving our Rights**

We can waive any of our rights under this Funding Facility.

## 12 Early Payment

You may make an early payment if:

- (a) The amount of any individual early payment is greater than \$25,000.00, or
- (b) The amount is equal to the whole of the Balance of an Account.

If you repay the whole of the Balance of an Account, you must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the early payment fee provided for in the Facility Agreement.

Payments of any other amounts will, in our absolute discretion, either be retained but not credited to the Account until it becomes payable under this Funding Facility or refunded. We will inform you promptly after becoming aware that a Payment has been made early.

## 13 Default

### 13.1 Default Rate may apply

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

### 13.2 When the Borrower will be in default

The Borrower will be in default under this Funding Facility if:

- (a) it does not pay any amount payable under this Funding Facility by its due date for payment and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (b) the Borrower terminates or varies, or steps are taken to terminate or vary, the strata scheme including, without limitation, a meeting being called by the members of the Borrower for that purpose, resolutions being passed to effect such variation or termination, or an application being made for the relevant court order;
- (c) it fails to provide information reasonably required by us for the purposes of the Funding Facility and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (d) the members of the Borrower pass a resolution which reduces the amount of levy payments previously approved to meet the financial obligations of the Borrower under this Funding Facility without our prior written consent;
- (e) it breaches any other material provision of this Funding Facility;
- (f) it uses the proceeds of an Advance under the Funding Facility for anything other than the Purpose;
- (g) the assets of the Borrower or the Property are dealt with, without our consent, in breach of this Funding Facility;
- (h) it is in default under any other credit contract it has entered into with us;
- (i) it ceases to comply with the requirements of any Law or any requirement of a statutory authority or any requirements on the Borrower, including in relation to insurance of the Property;
- (j) a material number of lot owners, being no less than 25% of the total number of lot owners, are more than 30 days in arrears in paying their levies as they become due and payable and this is not remedied within 60 days;
- (k) any event or series of events results in the property of Borrower's strata scheme not being habitable or which is otherwise likely, in the reasonable opinion of the Credit Provider, to affect the lot owners' ability or willingness to pay levies already approved;

- (l) we believe on reasonable grounds that we were induced by fraud by the Borrower or by a person for whom the Borrower is responsible to enter this Funding Facility or the Borrower gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission);
- (m) a security interest it has given is enforced;
- (n) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days;
- (o) an Insolvency Event occurs;
- (p) enforcement proceedings are taken against the Borrower or its assets, by another creditor for an amount in excess of \$5,000.00 times the number of lots in the Property and the proceedings are not stayed or dismissed within 14 days of the proceedings commencing;
- (q) a cost overrun occurs, or the cost to complete exceeds, and continues to exceed, the unused portion of the Amount of Credit t, for so long as that Cost Overrun or Cost to Complete is not remedied to the credit provider's satisfaction;
- (r) there is a delay in works greater than 30 days, whether caused by contractors, extraneous circumstances or due to request by the Borrower; or
- (s) all or any part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law;

provided however, than an event under this clause 13.2 that does not relate to the failure by the Borrower to pay money to us is not taken to be default unless it presents a risk which is material to us, which will only be the case if the event by its nature is material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- (i) the Borrower's ability to meet its financial obligations to us (or our ability to assess this); or
- (ii) our legal or reputational risk.

### 13.3 Effect of default

If the Borrower is in default under clause 13.2, and either:

(A) If the default can be remedied:

- (i) The Credit Provider has given the Borrower a written notice stating what the default is and requesting the Borrower remedy the default; and
- (ii) The Borrower has not remedied the default within 30 days (or such longer period required by Law or allowed in the notice) of receipt of the notice, or if it has been remedied in that period but a further default of the same kind has occurred in that period and is continuing at the end of that period; or

(B) If in the reasonable opinion of the Credit Provider, the default cannot be remedied and the Credit Provider has given the Borrower a notice stating what the default is, then we may do any or all of the following:

- (a) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;
- (b) cancel any obligation we have to provide any further Advances under this Funding Facility; and
- (c) exercise any and all of our rights under this Funding Facility.

### **13.4 When Balance is due**

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

### **13.5 Enforcement expenses**

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

### **13.6 When the Borrower must pay enforcement expenses**

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default of the Borrower unless caused by our fraud, willful default or gross negligence or that of our officers, employees or agents. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

### **13.7 Indemnities**

The Borrower shall indemnify us against any cost, expense, loss or liability (including legal fees) reasonably incurred by us as a result of or in connection with:

- (a) the Borrower being in default; or
- (b) investigations we carry out because we reasonably believe the Borrower is in default; or
- (c) any enquiry, investigations, claims, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Funding Facility; or
- (d) any action which we may need to take (acting reasonably) to exercise or preserve any of our rights, powers or remedies under this Funding Facility.

### **13.8 Exclusion from Indemnity**

The indemnity you give under clause 13.7 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

## **14 Certificates about this Funding Facility**

### **14.1 Certificates issued on the Borrower's behalf**

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

## **15 Changes and Notices**

### **15.1 Changes to interest rates**

- (a) We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent. In doing so we must act reasonably and in accordance with our legitimate business interests. Changes to the Strata Reference Rate will be made in response to changes in our costs of operating our business, including wholesale funding costs, and will apply equally to all loans affected by our Strata Reference Rate. Changes to the Variable Premium may be specific to the Borrower's circumstances but will be based on objective matters concerning our risk in lending to the Borrower. Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances. Any change to the Variable Premium will affect the Variable Rate in respect of all Advances made after the change has taken effect.

To the extent any change referred to in clause 15.1(a) affects an obligation of the Borrower at the time we make the change, we will notify the Borrower:

- (i) if we increase the Strata Reference Rate, in writing or in any other way the Law allows no later than the day on which the change takes effect; and
- (ii) if we reduce the Strata Reference Rate, before or when we send the Borrower the next statement of account after the change takes effect.

### **15.2 Changes to Payments**

We may change the amount of the Payments without the Borrower's consent. If a change increases the amount of the Payments, we must notify the Borrower not later than 20 days before that change takes effect. If a change reduces the amount of the Payments, we will notify the Borrower before or when we send the Borrower the next statement of account after the change takes effect. Usually, we would do so in response to a change to interest rates, a change to our internal systems, or to ensure that each Advance and associated interest, fees and charges will be repaid by the relevant Payment Date.

### **15.3 Notices**

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

## **16 Governing Law**

### **16.1 Choice of Law**

This Funding Facility is subject to the Laws of the Australian State or Territory in which the Property is situated.

### **16.2 Submission to jurisdiction**

The Borrower submits to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Funding Facility and the proper jurisdiction of any other court.

## **17 General**

### **17.1 Appointment of agents and others**

- (a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 17.1(a) and their employees.

### **17.2 Assignment**

- (a) We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.
- (b) The Borrower must not transfer or assign any of its rights and obligations under this Funding Facility without the prior written consent of the Credit Provider.

### **17.3 Consistency with Laws**

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

### **17.4 Credit Legislation**

- (a) This clause 17.4 applies only to the extent this agreement is regulated by the Credit Legislation.
- (b) This Funding Facility does not:
  - (i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;
  - (ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or
  - (iii) give us any right which is prohibited by the Credit Legislation,

but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

### **17.5 Variations**

- (a) Except as provided for in Clause 15 of these Terms and Conditions and Clause 1.1 of the Facility Agreement (Amount of Credit), a variation of any term of this Funding Facility must be in writing and signed by the parties; and
- (b) Our powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Credit Provider.

### **17.6 Waivers**

No failure to exercise and no delay in exercising any of our powers operates as a waiver. No waiver of a power is effective unless made in writing.

## Schedule 1 – Variable Premium as at the Disclosure Date

| Term of Advance (years) | 1      | 2      | 3      | 4      | 5 or more |
|-------------------------|--------|--------|--------|--------|-----------|
| Variable Premium        | -3.60% | -3.60% | -3.60% | -3.60% | -3.60%    |



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Attachment B

## Information Statement

Prescribed Notice



## Information Statement

### THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of The Owners - UP-3802 (the "Borrower") and its Credit Provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the Credit Provider and, if you still have concerns, the Financial Ombudsman Service, or get legal advice.

## The Contract

### 1 How can the Borrower get details of the proposed credit contract?

The Credit Provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before:

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first. The precontractual statement is contained in the Facility Agreement.

### 2 How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the Credit Provider, the Borrower must be given a copy to keep.

Also, the Credit Provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

### 3 Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the Credit Provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

### 4 Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the Credit Provider the amount required to pay out the credit contract on the day it wishes to end the contract.

## **5 How can the Borrower find out the pay out figure?**

The Borrower can write to the Credit Provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The Credit Provider must give the Borrower a statement within 7 days after it gives a request to the Credit Provider. The Borrower may be charged a fee for the statement.

## **6 Will the Borrower pay less interest if it pays out the contract early?**

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the Credit Provider to charge one) and other fees.

## **7 Can the contract be changed by the Credit Provider?**

Yes, but only if the contract says so.

## **8 Will the Borrower be told in advance if the Credit Provider is going to make a change in the contract?**

That depends on the type of change. For example:

- the Borrower will get at least same day notice for a change to the annual percentage rate. That notice will be a written notice to the Borrower, or a notice published in a newspaper.
- the Borrower will get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by the Credit Provider;
- except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

## **9 Is there anything the Borrower can do if it thinks that the contract is unjust?**

Yes. The Borrower should first talk to the Credit Provider. Discuss the matter and see if some arrangement can be come to.

If that is not successful, the Borrower may contact the AFCA scheme. The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at

Telephone: **1800 931 678 (free call)**  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on **1300 300 630** or through ASIC's website at <http://www.asic.gov.au>.

## 10 What does the Borrower do if it cannot make a payment?

Get in touch with the Credit Provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the Credit Provider to change the contract in a number of ways, for example:

- to extend the term of the contract and reduce the amount of each payment due under the account accordingly (without a change being made to the annual percentage rate or rates);
- extend the period of the contract and postpone during a specific period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates); or
- postpone during a specified period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates).

If the Borrower makes an application, the Credit Provider must, within 21 days after the day of receiving the application, give the Borrower a written notice that states whether or not the Credit Provider agrees to the changes. If the Credit Provider agrees, further written notice will be given within 30 days setting out the changes to the terms of the contract. If the Credit Provider does not agree to the changes it must inform the Borrower the reasons for not agreeing.

The borrower may contact the Credit Provider's external dispute resolution scheme:

Telephone: **1800 931 678 (free call)**  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001 Australia

The Australian Securities and Investments Commission (ASIC) also has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

## 11 What if the Credit Provider and the Borrower can not agree on a suitable arrangement?

If the Credit Provider refuses the Borrower's request to change the repayments, the Borrower can ask the Credit Provider to review this decision if the Borrower thinks it is wrong. If the Credit Provider still refuses the Borrower's request, the Borrower you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

## 12 Can the Credit Provider take action against the Borrower?

Yes, if the Borrower is in default under the contract. But the law says that the Borrower can not be unduly harassed or threatened for repayments. If the Borrower thinks it is being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### **13 Does the Borrower have any other rights and obligations?**

Yes. The law will give the Borrower other rights and obligations. The Borrower should also READ THE CONTRACT carefully.

**IF THE BORROWER HAS ANY COMPLAINTS ABOUT THE CREDIT CONTRACT, OR WANTS MORE INFORMATION, CONTACT THE CREDIT PROVIDER. THE BORROWER MUST ATTEMPT TO RESOLVE THE COMPLAINT WITH THE CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF THE BORROWER HAS A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE CREDIT PROVIDER THE BORROWER CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE THE BORROWER WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:**

**TELEPHONE:** 1800 931 678 (FREE CALL)  
**WEBSITE:** [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU)  
**EMAIL:** INFO@AFCA.ORG.AU  
**IN WRITING TO:** AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY  
GPO BOX 3,  
MELBOURNE VIC 3001 AUSTRALIA

**THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC) ALSO HAS AN INFORMATION LINE: 1300 300 630. YOU CAN USE THIS NUMBER TO OBTAIN FURTHER INFORMATION ABOUT YOUR RIGHTS.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

# Attachment C

## Credit Guide



## **Lannock Capital 2 Pty Ltd Credit Guide September 2012**

Lannock Capital 2 Pty Ltd (we or us) provides in this Credit Guide information relevant to the following types of credit provided by us to strata titled corporations:

- Multi Drawdown Facility
- Insurance Premium Funding

This type of credit is referred to below as a Multi Drawdown Facility.

### **Inquiries, verification and assessments**

Prior to providing to the corporation any Multi Drawdown Facility, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Multi Drawdown Facility and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Multi Drawdown Facility is not suitable for the corporation.

The Multi Drawdown Facility will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Multi Drawdown Facility if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Multi Drawdown Facility which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Multi Drawdown Facility, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Multi Drawdown Facility is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Multi Drawdown Facility is made

## If you have a problem or dispute

### (a) Our service commitment

We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

### (b) How to contact us about a problem or dispute

There are a number of ways to contact us:

|                          |   |
|--------------------------|---|
| Telephone the office on: | <b>(02) 9357 5371</b>   |
| Email us at:             | <a href="mailto:clientservices@lannock.com.au">clientservices@lannock.com.au</a>                                  |
| Mail:                    | Customer Relations<br>Lannock Capital 2 Pty Ltd<br>Suite 18.01, Level 18, 227 Elizabeth Street<br>Sydney NSW 2000 |

### (c) How will the corporation's complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

### (d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to the AFCA scheme.

The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

|                |  |
|----------------|--|
| Telephone:     | <b>1800 931 678 (free call)</b>  |
| Website:       | <a href="http://www.afca.org.au">www.afca.org.au</a>                                   |
| Email:         | <a href="mailto:info@afca.org.au">info@afca.org.au</a>                                 |
| In writing to: | Australian Financial Complaints Authority<br>GPO Box 3<br>Melbourne VIC 3001 Australia |

You can also contact ASIC, the regulator, for information on **1300 300 630**. You can use this Information Line to make a complaint and obtain further information about your rights.



**Lannock**  
STRATA FINANCE

Suite 18.01, Level 18  
227 Elizabeth Street  
Sydney NSW 2000

Lannock Capital 2 Pty Ltd  
ABN 44 153 391 283  
Australian Credit Licence Number: 412905

# Attachment D

Direct Debit Request  
Service Agreement



## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

**account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between us and you.

**us or we** means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283 you have authorised by requesting a Direct Debit Request.

**you** means the customer who has signed or authorised by other means the Direct Debit Request.

**your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

### 1. Debiting your account

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.  
**or**  
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 2. Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen **(14) days** written notice.

|                             |   |
|-----------------------------|---|
| <b>3. Amendments by you</b> | <p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least <b>14 days</b> notification by writing to: Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000 <b>or</b> by telephoning us on <b>02 9357 5371</b> during business hours or arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Lannock Capital 2 Pty Ltd of your new account details.</p>   |
| <b>4. Your obligations</b>  | <p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment:</p> <ul style="list-style-type: none"> <li>(a) you may be charged a fee and/or interest by your financial institution;</li> <li>(b) you may also incur fees or charges imposed or incurred by us; and</li> <li>(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.</li> </ul> <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>  |
| <b>5. Dispute</b>           | <p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 9357 5371 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p> |
| <b>6. Accounts</b>          | <p>You should check:</p> <ul style="list-style-type: none"> <li>(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) your account details which you have provided to us are correct by checking them against a recent account statement; and</li> <li>(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.</li> </ul>   |

|                           |   |
|---------------------------|---|
| <b>7. Confidentiality</b> | <p>7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</li> </ul> |
| <b>8. Notice</b>          | <p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>   |

**Date prepared**  
18 December 2024

# Strata Funding Proposal

**Prepared for**  
UP-3802  
311 Flemington Road  
Franklin, ACT 2913

**By**  
Kat Viciulis  
kat@lannock.com.au  
0432 091 786  
T: 1300 851 585



18 December 2024

The Owners - UP-3802  
311 Flemington Road  
Franklin, ACT 2913

c/- LMM Solutions Pty Ltd

Dear Georgina

Thank you for your enquiry about a Lannock strata loan for **UP-3802**.

Lannock is the leading strata financier in Australia, helping owners improve their health, safety, lifestyle, property values and return on investment with efficient financing solutions.

We recommend owners take advantage of the opportunity to **speak directly with one of our representatives** so that we can answer any questions you or your colleagues regarding this proposal and the benefits of strata funding.

| Loan Proposal for UP-3802 |   |
|---------------------------|---|
| Address                   | 311 Flemington Road, Franklin, ACT 2913 |
| Property description      | Residential strata scheme with 120 lots |
| Funding is required for   | Repairs and Maintenance                 |
| Expected funding required | AU\$355,000.00                          |

Please advise us if the above information is not correct.

## About our funding

Lannock provides funds directly to the owners corporation, instead of lending to individual owners. There are no mortgages, banker's liens, charges or caveats. We do not require personal financial information from individual owners or seek personal guarantees and certifications. You can find out more about Lannock and our strata loans in the accompanying brochure or visit us at [lannock.com.au](https://lannock.com.au). Best of all, please call us so that we can talk in person.

## Amount of credit

Lannock will usually provide 100% of funds for strata improvement projects, with no specified minimum or maximum amount of funding. Should you start your project but require additional funding, we can accommodate increases to cater for this.

## Indicative variable interest rate and Principal & Interest repayments as at 18 December 2024:

| Loan Amount  | Comparison Rate p.a | Interest Rate | Full Payment Term | Interest Only Period | Monthly Payment (IO Period) | P&I Period | Monthly Payment (P&I Period) |
|--------------|---------------------|---------------|-------------------|----------------------|-----------------------------|------------|------------------------------|
| \$355,000.00 | 10.12%              | 10.00%        | 3 Yrs             | N/A                  | N/A                         | 3 Yrs      | \$11,454.85                  |
| \$355,000.00 | 10.07%              | 10.00%        | 5 Yrs             | N/A                  | N/A                         | 5 Yrs      | \$7,542.70                   |
| \$355,000.00 | 10.04%              | 10.00%        | 10 Yrs            | N/A                  | N/A                         | 10 Yrs     | \$4,691.35                   |

| Fees & Charges  |          |                    |        |                                     |                               |
|-----------------|----------|--------------------|--------|-------------------------------------|-------------------------------|
| Approval fee:   | \$600.00 | Establishment fee: | \$0.00 | Line fee:                           | \$0.00                        |
| Settlement fee: | \$0.00   | Early payment fee: | \$0.00 | Dishonours, defaults, arrears, etc. | As per the Facility Agreement |

## Drawings (Advances)

You can choose either a single or multi-drawdown facility. Advances can be drawn at any time during the Availability Period which is usually 1 year from date of the Facility Agreement.

Lannock will remit the funds directly into the owners corporation's account to enable you to pay the contractor or to be reimbursed for a payment already made.

You have the flexibility with each Advance to specify:

- Term of Advance (1 to 15 years)
- Interest Only Period (up to 2 years)

Each advance against the facility becomes a loan in itself and can be paid back early at any time at no extra cost.

## Funding Options – why borrow instead of having a special levy?

A Lannock strata loan provides fast and flexible funding. Successful loans are usually approved within 48 hours, allowing you to begin works and receive their benefits immediately. Lannock's funding is also highly flexible, enabling multiple drawdowns at no extra cost so that you only pay for what you use, when you use it.

Special levies often place onerous financial burdens on individual owners which lead to difficulties with raising funds. It is common for special levies to cause project delays, during which project inflation increases costs and the property deteriorates further.

## Next Steps

1. Invite us to discuss this proposal and the attributes of a loan compared to a special levy, with you and your owners

2. Contact Lannock for a Facility Agreement and the motions to be included in the notice of your General Meeting
3. Table and approve the Facility Agreement at a General Meeting (which we are happy to attend if able)

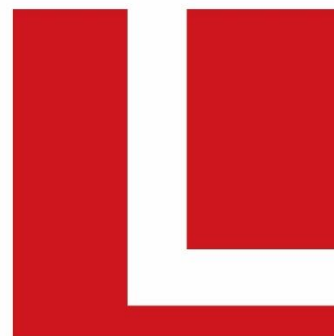
I look forward to working with you on this project.

Yours sincerely

**Kat Viciulis**  
BDM - NSW/ACT  
0432 091 786  
kat@lannock.com.au

# Schedule 3

## Multi Drawdown Facility Drawdown Instruction



## Schedule 3

The Owners - UP-3802

### Drawdown Instruction

|   |   |
|---|---|
| / | / |
|---|---|

*Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.*

Lannock Capital 2 Pty Limited (ACN 153 391 283)  
 Suite 18.01, Level 18, 227 Elizabeth Street  
 SYDNEY NSW 2000

The Owners - UP-3802  
 c/- LMM Solutions Pty Ltd  
 Level 1, 26 Thynne Street  
 Gungahlin ACT 2912

*Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance*

To: Lannock Capital 2 Pty Ltd (Credit Provider)

**Facility Agreement dated** *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

|                      |  |   |
|----------------------|--|---|
| Amount of Advance    | \$   | <i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>  |
| Term of Advance      | _____ year/s   | <i>Insert the term for this Advance (from 1 to 15 years).</i>   |
| Interest Only Period | _____ year/s   | <i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>  |
| Settlement Date      | <input type="checkbox"/> Next Preferred Settlement Date or | <i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i> |
|                      | <input type="checkbox"/> / /                               |   |

***Please initial this page and sign the next page***

**Need to contact Lannock?**  
**Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

**Drawdown Instruction (continued)**

The Owners - UP-3802

We request you to disburse the proceeds of the Advance to our bank account as follows:

| Owners Corporation Account Name | Corporation BSB | Corporation Account Number | Amount |
|---------------------------------|-----------------|----------------------------|--------|
|                                 |                 |                            | \$     |

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

\_\_\_\_\_  
 Secretary  
 (or other person authorised by the Meeting)

\_\_\_\_\_  
 Member  
 (or other person authorised by the Meeting)

\_\_\_\_\_  
 Print name

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Dated        /        /

Dated        /        /

***Please sign here and initial the first page.***

***This page must be signed by the authorised representatives of the Borrower.***

**Need to contact Lannock?  
 Call 1300 85 15 85**

Drawdown Instruction page 2 of 2



# Lannock

## Simple Loan Calculator

Relationship  
Manager

Phone

Email

### About You

Plan Number 3802

Plan Name Synergy

Property Address 311 Flemington Rd Franklin

State ACT

### Contact Person

Name Georgina Newhouse

Role Senior Strata Manager

Phone 02 511 3200

Email [georgina@lmsolutions.com.au](mailto:georgina@lmsolutions.com.au)

For more on strata finance information  
[www.lannock.com.au](http://www.lannock.com.au)

| Loan Scenarios       | A            | B            | C |
|----------------------|--------------|--------------|---|
| Loan amount          | \$355,000.00 | \$355,000.00 |   |
| Annual interest rate | 10.00%       | 10.00%       |   |
| Loan period in years | 5            | 10           |   |
| Units                | 120          | 120          |   |

| Payments        | A          | B          | C |
|-----------------|------------|------------|---|
| Monthly payment | \$7,542.70 | \$4,691.35 |   |

| Entitlement Calculator |                  |               |         |         |   |
|------------------------|------------------|---------------|---------|---------|---|
| Unit #                 | Unit Entitlement | Entitlement % | A       | B       | C |
| 1                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 2                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 3                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 4                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 5                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 6                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 7                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 8                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 9                      | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 10                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 11                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 12                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 13                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 14                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 15                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 16                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 17                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 18                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 19                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 20                     | 102              | 1.02%         | \$76.91 | \$47.84 |   |
| 21                     | 88               | 0.88%         | \$66.36 | \$41.27 |   |
| 22                     | 76               | 0.76%         | \$57.31 | \$35.64 |   |
| 23                     | 88               | 0.88%         | \$66.36 | \$41.27 |   |
| 24                     | 78               | 0.78%         | \$58.82 | \$36.58 |   |
| 25                     | 91               | 0.91%         | \$68.62 | \$42.68 |   |
| 26                     | 79               | 0.79%         | \$59.57 | \$37.05 |   |
| 27                     | 76               | 0.76%         | \$57.31 | \$35.64 |   |
| 28                     | 76               | 0.76%         | \$57.31 | \$35.64 |   |
| 29                     | 78               | 0.78%         | \$58.82 | \$36.58 |   |
| 30                     | 78               | 0.78%         | \$58.82 | \$36.58 |   |
| 31                     | 79               | 0.79%         | \$59.57 | \$37.05 |   |
| 32                     | 79               | 0.79%         | \$59.57 | \$37.05 |   |
| 33                     | 76               | 0.76%         | \$57.31 | \$35.64 |   |
| 34                     | 91               | 0.91%         | \$68.62 | \$42.68 |   |
| 35                     | 79               | 0.79%         | \$59.57 | \$37.05 |   |
| 36                     | 91               | 0.91%         | \$68.62 | \$42.68 |   |
| 37                     | 79               | 0.79%         | \$59.57 | \$37.05 |   |
| 38                     | 92               | 0.92%         | \$69.37 | \$43.15 |   |
| 39                     | 88               | 0.88%         | \$66.36 | \$41.27 |   |
| 40                     | 88               | 0.88%         | \$66.36 | \$41.27 |   |
| 41                     | 75               | 0.75%         | \$56.55 | \$35.17 |   |
| 42                     | 87               | 0.87%         | \$65.60 | \$40.80 |   |
| 43                     | 87               | 0.87%         | \$65.60 | \$40.80 |   |
| 44                     | 74               | 0.74%         | \$55.80 | \$34.71 |   |
| 45                     | 87               | 0.87%         | \$65.60 | \$40.80 |   |
| 46                     | 87               | 0.87%         | \$65.60 | \$40.80 |   |

|     |    |       |         |         |
|-----|----|-------|---------|---------|
| 47  | 76 | 0.76% | \$57.31 | \$35.64 |
| 48  | 76 | 0.76% | \$57.31 | \$35.64 |
| 49  | 78 | 0.78% | \$58.82 | \$36.58 |
| 50  | 78 | 0.78% | \$58.82 | \$36.58 |
| 51  | 78 | 0.78% | \$58.82 | \$36.58 |
| 52  | 78 | 0.78% | \$58.82 | \$36.58 |
| 53  | 73 | 0.73% | \$55.05 | \$34.24 |
| 54  | 72 | 0.72% | \$54.29 | \$33.77 |
| 55  | 78 | 0.78% | \$58.82 | \$36.58 |
| 56  | 77 | 0.77% | \$58.06 | \$36.11 |
| 57  | 78 | 0.78% | \$58.82 | \$36.58 |
| 58  | 78 | 0.78% | \$58.82 | \$36.58 |
| 59  | 72 | 0.72% | \$54.29 | \$33.77 |
| 60  | 73 | 0.73% | \$55.05 | \$34.24 |
| 61  | 77 | 0.77% | \$58.06 | \$36.11 |
| 62  | 78 | 0.78% | \$58.82 | \$36.58 |
| 63  | 78 | 0.78% | \$58.82 | \$36.58 |
| 64  | 78 | 0.78% | \$58.82 | \$36.58 |
| 65  | 73 | 0.73% | \$55.05 | \$34.24 |
| 66  | 73 | 0.73% | \$55.05 | \$34.24 |
| 67  | 78 | 0.78% | \$58.82 | \$36.58 |
| 68  | 78 | 0.78% | \$58.82 | \$36.58 |
| 69  | 78 | 0.78% | \$58.82 | \$36.58 |
| 70  | 78 | 0.78% | \$58.82 | \$36.58 |
| 71  | 73 | 0.73% | \$55.05 | \$34.24 |
| 72  | 73 | 0.73% | \$55.05 | \$34.24 |
| 73  | 78 | 0.78% | \$58.82 | \$36.58 |
| 74  | 78 | 0.78% | \$58.82 | \$36.58 |
| 75  | 78 | 0.78% | \$58.82 | \$36.58 |
| 76  | 78 | 0.78% | \$58.82 | \$36.58 |
| 77  | 73 | 0.73% | \$55.05 | \$34.24 |
| 78  | 73 | 0.73% | \$55.05 | \$34.24 |
| 79  | 78 | 0.78% | \$58.82 | \$36.58 |
| 80  | 78 | 0.78% | \$58.82 | \$36.58 |
| 81  | 78 | 0.78% | \$58.82 | \$36.58 |
| 82  | 78 | 0.78% | \$58.82 | \$36.58 |
| 83  | 73 | 0.73% | \$55.05 | \$34.24 |
| 84  | 73 | 0.73% | \$55.05 | \$34.24 |
| 85  | 78 | 0.78% | \$58.82 | \$36.58 |
| 86  | 77 | 0.77% | \$58.06 | \$36.11 |
| 87  | 78 | 0.78% | \$58.82 | \$36.58 |
| 88  | 78 | 0.78% | \$58.82 | \$36.58 |
| 89  | 75 | 0.75% | \$56.55 | \$35.17 |
| 90  | 76 | 0.76% | \$57.31 | \$35.64 |
| 91  | 77 | 0.77% | \$58.06 | \$36.11 |
| 92  | 78 | 0.78% | \$58.82 | \$36.58 |
| 93  | 78 | 0.78% | \$58.82 | \$36.58 |
| 94  | 78 | 0.78% | \$58.82 | \$36.58 |
| 95  | 88 | 0.88% | \$66.36 | \$41.27 |
| 96  | 88 | 0.88% | \$66.36 | \$41.27 |
| 97  | 75 | 0.75% | \$56.55 | \$35.17 |
| 98  | 87 | 0.87% | \$65.60 | \$40.80 |
| 99  | 87 | 0.87% | \$65.60 | \$40.80 |
| 100 | 74 | 0.74% | \$55.80 | \$34.71 |
| 101 | 87 | 0.87% | \$65.60 | \$40.80 |
| 102 | 87 | 0.87% | \$65.60 | \$40.80 |
| 103 | 91 | 0.91% | \$68.62 | \$42.68 |
| 104 | 76 | 0.76% | \$57.31 | \$35.64 |
| 105 | 91 | 0.91% | \$68.62 | \$42.68 |
| 106 | 78 | 0.78% | \$58.82 | \$36.58 |
| 107 | 92 | 0.92% | \$69.37 | \$43.15 |
| 108 | 79 | 0.79% | \$59.57 | \$37.05 |
| 109 | 76 | 0.76% | \$57.31 | \$35.64 |
| 110 | 76 | 0.76% | \$57.31 | \$35.64 |
| 111 | 78 | 0.78% | \$58.82 | \$36.58 |

|  |     |    |       |         |         |
|--|-----|----|-------|---------|---------|
|  | 112 | 78 | 0.78% | \$58.82 | \$36.58 |
|  | 113 | 79 | 0.79% | \$59.57 | \$37.05 |
|  | 114 | 79 | 0.79% | \$59.57 | \$37.05 |
|  | 115 | 76 | 0.76% | \$57.31 | \$35.64 |
|  | 116 | 88 | 0.88% | \$66.36 | \$41.27 |
|  | 117 | 78 | 0.78% | \$58.82 | \$36.58 |
|  | 118 | 88 | 0.88% | \$66.36 | \$41.27 |
|  | 119 | 79 | 0.79% | \$59.57 | \$37.05 |
|  | 120 | 92 | 0.92% | \$69.37 | \$43.15 |



## Leading the way in strata funding

Lannock Strata Finance has been at the forefront of strata finance for twenty years, pioneering simple and flexible strata funding for strata communities.

**As Australia's leading strata lender, our flexible-use funding is designed exclusively to meet the needs of all strata communities, no matter how large or how small, including:**

- Building Remediation
- Repairs and Maintenance
- Upgrades to Common Property
- Cladding Rectification
- Green and Sustainability Projects
- Levies in Arrears
- Litigation
- Insurance Funding

**Navigating an increasingly complex environment.**

- Insurance premiums are skyrocketing and sometimes the amount required and the timing of payment requires quick solutions – Which is where insurance premium funding can help.
- Delays = cost increases – Did you know that prompt remediation not only locks in current costs but also limits further damage?
- New and old developments can have serious defects, which require large scale remediation – What's your plan to fund the work required?
- Over 70% of owners are in favour of green projects – What's your sustainable funding plan to spread the cost over the life of the asset?

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### **Interested in learning more about how Strata Finance can benefit your Strata Corporation?**

Don't hesitate to contact our expert team for a no obligation information session. We're here to help you navigate your funding options and make an informed decision for your strata community.

# Get your projects moving with confidence and clarity

## Strata Finance enables Strata Corporations to fund strata projects

In strata, funding needs can be uncertain and fluid. The full scope of an issue often isn't clear until professionals assess it and, in some cases, not until they commence work.

Strata Finance has been designed to help Strata Corporations, navigate these challenges, unpredictable situations and hard to budget for costs.

A straightforward and flexible-use approach, funding owner committees to meet repair and maintenance obligations

- Offers the lowest cost of funds
- Minimises the initial cash flow impact compared to special levies
- Smooths the financial burden by spreading repair costs over the life of the investment
- Owners can efficiently manage expenses while benefiting from capital uplift
- Eliminates frequent levy increases for long-term maintenance
- Provides tax advantages for some individual owners and the Strata Corporation

Simple and fast funding for the prompt commencement of repairs

- Swiftly addresses building issues, preventing further damage
- Enhances property value and liveability
- No need to wait for the sinking fund to accumulate capital; funds are available promptly

Designed to meet the needs of Strata Corporations

- Extendable drawdown periods
- Flexible length of terms
- Up to 24-months of interest-only payments
- Quick access to draw on funds as required
- You are not committed to utilising the entire amount approved
- When a lot changes hands, the new owner takes over the repayments and associated levies



**Your project, your terms.  
Your property, your control.**

Without funding, strata projects are stuck at a standstill. With our flexible funding, backed by two decades of experience, they get moving with confidence.

**At Lannock Strata Finance, we don't add complexity... we simplify.**

# Simplified Strata Funding

Australia's Number One in Strata Finance



## Flexible use

Strata finance provides owners with speed, stability and flexibility in how they fund strata projects.



## Local strata experts

A national team providing expert and personalised guidance at every step.



## Simple and fast

Within 24 hours of submitting a loan enquiry form, you'll have a tailored loan proposal.



## Free from complexity and administrative burden

Strata finance facilities provide straightforward and secure funding, with low ongoing administration.



## Stays with the lot

Strata finance is provided to the Strata Corporation and the cost of investing in remediating the asset stays with the lot – so owners don't lose out by having paid the whole amount upfront through levies.



## Smooths the cash impacts of levies

Strata Finance facilities provides the lowest cost of funds and best cash flow impact option, which enables owners the ability to better afford the expense.



## It's a facility, not a loan!

Strata finance facilities allow Strata Corporations to access secured capital in multiple drawdowns. Interest only accrues when the capital is drawn, unlike traditional loans that start accruing interest right away.



## Provided to the Strata Corporation

Strata finance facilities provide unsecured funding to the Strata Corporation, not individual owners. There is no impact on owner's individual credit rating and no personal guarantees are required.



## Convenience, cashflow and tax deductions

Strata finance facilities are there when you need them and offer significantly higher benefits (tax deductions, cashflow, lifestyle) than sinking funds or special levies.



## 20 years of strata funding

Our innovative products are backed by two decades of experience and unique insights to tailor funding that meets your strata's specific needs.

# Our straightforward and flexible funding



## Strata Loan

Fast track your strata project.  
Don't let collecting levies slow you down.

Access the funds you need to get your project moving, then simply drawdown on funds as required. Principal and interest repayments are charged only on funds drawn, as and when used. Not on the entire amount approved.



## Insurance Funding

We've got you covered.

Insurance Funding is simple and flexible funding for strata communities struggling to weather the storm of skyrocketing insurance premiums and insurance driven works.

Lannock provides funding so you can pay your premium in full and upfront, thereby removing any risk of cancellation for the year ahead.



## Levy Assist

Helping Strata Corporations manage levies in arrears.

Short-term and cost-effective funding to support Strata Corporations to manage levies in arrears, during uncertain times.

You will also find Lannock working with both the NSW and ACT Governments in delivery of their respective programs to remediate residential apartment buildings with flammable cladding.

## Experience the Lannock difference.

With twenty years' experience you can rely on Lannock to deliver.

Speak with your local Lannock expert about how we can tailor flexible funding to suit your specific needs.



**1300 851 585**  
**[lannock.com.au](http://lannock.com.au)**



# Frequently asked questions.

## Understanding your strata facility.

**It's normal to have questions about something you are unfamiliar with. That's why we have created this helpful FAQ information sheet to give you the answers you are after.**

### How much can we borrow?

In most cases Lannock will lend 100% of the amount you require for what you want to do.

### How do you work out what you will lend to us?

The calculation of how much we'll lend is dependent on a number of variables such as the number of lots in the corporation and the value of the lots. Please feel free to contact us and we can give you a breakdown of the maximum amount we can lend in your situation.

### How is the interest rate set?

Lannock sets its own indicator lending rate, the Strata Reference Rate. You can get this rate at any time by contacting us. Our rates reflect economic and market conditions.

### Why is the interest rate different from what I pay on my mortgage?

A mortgage is usually at a low rate because it's secured against your property. A credit card is usually at a high rate. Our rates are in between and should be compared with a personal facility or commercial overdraft. Remember that the facility is unsecured.

### What's the security?

Lannock's lending is "unsecured" – there is no security. Specifically, there are no mortgages, charges, liens or caveats. There is nothing that is registered on the title of the common property or any individual lot.

### What are the hidden costs?

There are no hidden costs. you'll find all the facility terms and conditions clearly outlined in the facility contract.

### Who is the borrower?

The owners corporation (body corporate, etc) is the borrower. We do not lend to individual owners, only to the corporation.

### **Do we have to give personal guarantees?**

No. And Lannock does not ask for any personal financial information from owners.

### **Can some of us pay upfront?**

No. The reason is because of the way levies to an OC or body corporate are structured in the legislation. There is no provision in strata law for one group of owners to pay one type of levy (for example, the entire amount upfront) and another group of owners to pay another levy (such as paying over time).

### **Can we repay the facility early? And what's the penalty if we do?**

Yes, you can repay early. There are no penalties for early repayment, however, if you have an Advance at a fixed rate then break costs may apply for that Advance.

### **What happens if some people don't pay their levies?**

It is up to each owner corporation to determine its policy with respect to levies in arrears. Talk to your strata manager or adviser about what the situation in your property is currently and what it should be.

### **What happens if the strata corporation goes bankrupt?**

If the owner corporation doesn't make its payments to Lannock and we can't work out a suitable solution, then Lannock will apply to have a "compulsory manager" appointed. The compulsory manager has the powers that owners enjoy collectively in a general meeting.

### **What happens if a unit is sold? Does the facility levy go with the title to the new owner of the property?**

In a word, yes. The facility to the strata corporation is serviced by levies from owners. The obligation to pay levies "runs with the land" and so it is the owner at the time the levy is due who is responsible to pay that levy.

### **Can the facility amount be extended if we need more?**

Yes, as long as the increased amount has been approved by a general meeting.

### **What are your minimum and maximum facility terms?**

Facility terms are currently anything up to 15 years.

### **Can we change the terms mid facility?**

The term of the facility and any interest only period can be changed as you wish, as long as the changes comply with the decision of the general meeting.

### **Should GST be added to the facility repayments?**

The good news is GST doesn't apply to interest or principal repayments on a facility. Talk to your strata manager or adviser regarding how GST applies to levies.



### **How long does the facility take to get approved?**

Lannock will give you a response within 48 hours of receiving all relevant documents.

### **Can we get approval prior to the meeting?**

Yes – in some cases this is helpful. Please feel free to contact us in advance of your upcoming meeting.

### **What documents do you require to approve the facility?**

We ask for copies of various records of the corporation, such as a bank account statement, certificate of insurance, financial reports, etc. Usually your strata manager will handle this for you.

### **Will a Lannock representative come and talk to us?**

Of course. We are only too happy to make ourselves available to answer any of your questions – if not in person then by video or phone link.

### **How do we make drawings?**

Lannock offers a “multi-drawdown facility”. As and when the corporation needs the funds, the authorised person will send us an executed Drawdown Instruction with the relevant invoices. We'll then fund your bank account so that the corporation can pay the bills.

## **Get in touch today.**

**Get in touch with us to find out why borrowing should be part of the funding mix in your strata corporation.**

**1300 851 585**  
**[strata@lannock.com.au](mailto:strata@lannock.com.au)**  
**[www.lannock.com.au](http://www.lannock.com.au)**

Lannock Strata Finance 2 Pty Ltd  
ACN 147 657 823.

Lannock Capital 2 Pty Ltd  
Australian Credit Licence 412905



# Commercial Solar Proposal

## Quote and Acceptance

Prepared for:

**Georgina Newhouse**

Synergy Apartments

311 Flemington Road, Franklin,  
ACT 2913

# Quote & Acceptance

Thank you again for opportunity to put forward our proposal for your renewable energy initiatives. Please see our indicative quote for review acceptance below:.

*\*Pricing is just an estimate only for general approval and grant application. Pricing is subject to variation upon a formal site inspection and final feasibility analysis for the scope of works outlines as below.*

| Item Description   | Price (ex GST)      |
|--|---------------------|
| <b>Solar PV Rollout</b>  |                     |
| Supply and Install of 99.9kW Solshare Solar PV system at Synergy Apartments (Blocks A – F) | \$373,361.83        |
| 15 x Sungrow SG15RT 15kW inverter  |                     |
| 226 x JA Solar 440W panels (JAM54D40-440/LB)   |                     |
| 6 x Solshare Product 35-AU   |                     |
|  |                     |
| Supply and Install of 39.6kW Solar PV system at Synergy Apartments (Block B)               | \$49,700.00         |
| 1 x Sungrow SG30CX 30kW inverter   |                     |
| 90 x JA Solar 440W panels (JAM54D40-440/LB)  |                     |
| Exclusions: Cranage, civil works, meter panel and switchboard upgrade                      |                     |
| STC rebate (\$38.5/certificate)  | (\$51,743.64)       |
| <b>Total Project Cost (ex GST)</b>   | <b>\$371,318.19</b> |
| GST  | \$37,131.82         |
| Total Project Cost (inc GST)   | \$408,450.00        |

## Acceptance

*By signing below, you hereby warrant that you are authorised to enter into this agreement on behalf of your organisation listed below, and that you have read, understood and agree to the terms of this agreement.*

Name:

Title:

Signature:

Date:

**Executed on behalf of SYNERGY APARTMENTS**

## Quote Terms and Conditions

### AGREEMENT

1. This Agreement and/or the Order Form govern the supply of Solar PV (the products) and installation of same by CYANERGY to the Customer named in the schedule.
2. The Agreement is governed by the laws of the Australian States and Territories in which the Premises are located, and each party irrevocably submits to the non-exclusive jurisdiction of the courts. The customer's rights under the warranty sit alongside the customer guarantees which are required under ACL and cannot be excluded.
3. By entering into this Agreement with you, we agree to comply with the Clean Energy Council's Code of Conduct.
4. In the interpretation of this Agreement, unless the contrary intention appears:
  - a. headings are for convenience only and do not affect the interpretation of this Agreement;
  - b. the words "includes" or "including" will not limit whatever follows;
  - c. a reference to a person includes a reference to a corporation, firm, association, or other entity, and vice versa; the singular includes the plural and vice versa; a reference to any gender includes a reference to all other genders;
  - d. a reference to any legislation includes a reference to any modification or re-enactment of that legislation; and
  - e. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

### ORDERS

5. Each Order constitutes an offer by the Customer to CYANERGY to purchase Solar PV and the Installation of the Solar PV and is subject to acceptance by CYANERGY. Any Order accepted by CYANERGY shall constitute a binding agreement between the Customer and CYANERGY on the terms of this Agreement.
6. If a site-specific full system design is not provided with the contract, it will be a deliverable of the contract and
  - a. this information will be provided before the expiry of the cooling-off period; and
  - b. the consumer is entitled to a full refund upon request, if s/he do not consent to the site-specific full system design and performance estimate upon receipt of this information.

### Cooling off Period

7. Residential customers can cancel the order within 10 business days cooling off period.
8. Please note that this cooling off period does not apply to commercial customers or contracts that are business in nature.
9. No installation will take place during this cooling off period for residential customer. If the customer wants to cancel after this cooling off period, the initial deposit will be forfeited unless it is covered under ADDITIONAL EXPENSES or REFUND terms.

### VARIATION OR CANCELLATION BY CUSTOMER

10. The Customer shall not vary or cancel an order, or change the Installation Date, without the written consent of CYANERGY.
11. If CYANERGY does elect to accept variations to the Order, the Customer shall pay for any variations to the Order at rates specified by CYANERGY which shall be in addition to the Price.
12. In case of any variation from the original, CYANERGY and customer both need to sign a variation contract.
13. The Customer may, however, by written notice to CYANERGY, cancel an order for the Products prior to installation:
  - a. under the circumstances agreed mutually; or
  - b. if the Products are not installed within 6 months of the customer placing an order
14. If the Customer cancels an order for the Products, then subject to the Customer having complied with its obligations under this Agreement, CYANERGY will provide a full refund to the Customer of all amounts paid prior to cancellation.
15. CYANERGY may at its sole and absolute discretion, by written notice to the Customer, cancel an order and/or terminate this Agreement at any time prior to installation of the Products, and for any reason whatsoever.
16. Upon such termination, and subject to the Customer having complied with its obligations under this Agreement, CYANERGY will pay a full refund to the Customer of amounts paid prior to such cancellation or termination.

### AVAILABILITY OF PRODUCTS

17. If the original Products, ordered by the Customer, are not available at the time of installation, the customer agrees that CYANERGY may substitute an item or component of equivalent or better specifications to the Component that the customer originally purchased. In such instances, CYANERGY will inform the customer prior to the installation date and request for an approval in writing beforehand. If the customer does not agree with the proposed substitution, CYANERGY will reschedule the installation with the original products or delivery of the original products when they are available.

18. CYANERGY shall not be liable to the Customer to make good any loss or damage whether arising directly or indirectly as a result of any ensuing delay in delivery that is properly communicated.

#### **PAYMENT**

19. All prices charged by CYANERGY are subject to change with prior notice and unless otherwise specified, are exclusive of any GST. CYANERGY price lists or price catalogues do not constitute an offer by CYANERGY to supply any item set out in the price lists or price catalogues at the listed price.
20. Unless the Customer has been approved for Credit in writing by a finance company the Customer must pay to CYANERGY:
- the 10% Deposit, upon receiving the full proposal document and System Performance Estimate (SPE)
  - the balance due on installation completed or specified in the payment schedule;
21. All payments by the Customer are to be made in cash, Credit Cards, bank cheque or other cleared funds.
22. The Customer must also pay to CYANERGY at the same time the Price is payable GST, and all other applicable taxes, duties, levies, penalties and any other government charges payable in relation to the supply of Products or provision of Services (which have not been included in the Price) on demand by CYANERGY.
23. If the Customer defaults in the payment of any sum of money due to CYANERGY, CYANERGY may charge interest at the current Victorian Penalty Rate calculated daily until the date of payment and CYANERGY may cancel any Orders in existence (without prejudice to any other rights or remedies of CYANERGY).
24. The Customer must make all payments to CYANERGY required by this Agreement without set-off, deduction or counterclaim, and the customer agrees that the interest rate nominated is in the circumstances fair and reasonable.
25. If the payment is not paid within 10 business days after installation, CYANERGY keeps the right to pass the debt to a debt recovery agency and customer is liable for any additional changes from the debt recovery agency.

#### **GST EXPLAIN**

26. If the customer assigns the right to create the STCs on the installation of eligible system, it is regarded as a sale for GST purposes.
27. If the customer is not registered or required to be registered for GST, then the assignment will not be subject to GST.
28. Where the assignment leads to price offsetting, the GST consequences of purchasing the system and assigning the STCs need to be considered separately.

#### **CREDIT/ CYANERGY FINANCE SUPPLIER**

29. If the Customer has been approved for Credit, payment must be made to CYANERGY within 10 days of invoice, or another such period, if any, as agreed in writing by CYANERGY. This quote, and the repayment amount, assumes a normal market interest rate on finance for the system. If the client, after application to the financier, has a higher than normal credit rating then the interest rate, and the repayment amount, will change.

#### **APPROVAL TO CONNECT TO THE ELECTRICITY GRID**

30. The customer is advised (where relevant in the state of installation), before a contract is signed, that:
- the customer requires approval from their distributor to connect a solar PV system to the electricity grid ("grid connection approval"); and
  - the relevant paperwork must be completed and submitted prior to installation.
31. The scenario where customer takes responsibility for obtaining grid connection approval and the application is rejected where the contract has already been signed, the customer is entitled to the return of all moneys paid minus reasonable expenses incurred by CYANERGY to the point of termination of the contract.
32. In case the customer authorises CYANERGY to prepare and submit the documentation required for grid connection approval and the application is rejected where the contract has already been signed, the customer is entitled to a full refund.

#### **INSTALLATION DATE**

33. CYANERGY will endeavour to arrange the Installation:
- If you are within a 50 kms radius from the GPO in an Australian Capital City or Major Metro Area - within 4 to 6 weeks, following notification of grid connection approval; or
  - if you are in any other area - within 8 to 12 weeks, following notification of grid connection approval.
  - battery installations may take up to 12 weeks for all areas, following notification of grid connection approval.
34. The Customer acknowledges that the Installation Date is an estimate only and should CYANERGY be unable to install the Products by the Installation Date due to unforeseen circumstances outside of our control then:
35. The Installation date shall be extended by any reasonable amount of time deemed necessary by CYANERGY and the customer will be notified as soon as the changed scenario is determined; and/or
36. CYANERGY may at its sole discretion cancel any Order, in which case any amounts paid to CYANERGY by the Customer shall be refunded.

#### **INSTALLATION**

35. Installation will be conducted by our "CEC" accredited installer.
36. If any brand is not available or shortages in market will delay installation and the customer will be notified in written.
37. Any product CYANERGY cannot install but the customer already charged for, will be refunded.
38. If the original order form is overquoted or underquoted, will be adjusted by signing a variation contract prior installation.

#### **SMALL-SCALE TECHNOLOGY CERTIFICATE (STC) AND TARIFF RATES**

39. Under the Small-scale Renewable Energy Scheme, eligible small-scale renewable energy systems are entitled to a number of Small-Scale Technology Certificates (STC). The number of certificates that can be created per system is based on its geographical location, installation date, and the amount of electricity in megawatt hours (MWh) that is:
- generated by the small-scale solar panel, wind or hydro system over one or five years, or a single maximum deeming period, or
  - displaced by the solar water heater or heat pump over the course of its lifetime of up to 10 years.
40. Under the Small-scale Renewable Energy Scheme, the reduction in the cost of your solar panel is not a rebate, it is a financial incentive. You will not qualify for any Government-based financial recompense at the completion of any process relating to STCs.
41. Upon entering into this Agreement to install Solar PV, the Customer unconditionally undertakes to assign and is deemed to have assigned to CYANERGY its right to claim Small-scale technology certificates (STCs).
42. CYANERGY can trade the STC with a registered STC agent who is allowed to trade the STC directly to the energy retailer or in a clearing house. STCs in the clearing house are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40. However, CYANERGY guarantees the STC price listed in this proposal.
43. The Customer agrees to complete and execute for the benefit of CYANERGY any documents, contracts, or papers reasonably necessary to give effect to this assignment. The Customer undertakes not to otherwise deal with its right to claim Small-scale technology certificates (STCs). After completion of the installation, the customer shall be present & sign the documentation at the request of the installer.
44. CYANERGY will not be liable for the value of any Feed in Tariffs (FIT's), incentives such as Small-Scale Technology Certificates (STC's), any government rebates etc.
45. The electricity contract/tariff may change following installation of solar and that the customer should contact their electricity retailer: before signing a contract, to check what new electricity tariff rates may be applied; and after installation of the solar PV system, to confirm that the agreed tariff has been applied.

#### **SOLAR VIC REBATE AND INTEREST FREE LOAN**

46. It is customers responsibility to apply for the Victorian state government solar rebate and interest free loan.
47. Any pricing offered by CYANERGY which includes the Victorian state government rebate is subject to approval by Solar Victoria.
48. CYANERGY reserves the right to rescind this contract should approval be declined by solar Victoria. For further information, please visit [solar.vic.gov.au](http://solar.vic.gov.au)

#### **PROVISION OF THE SERVICES**

49. CYANERGY shall use its best endeavours to provide the Services by the Installation Date.
50. Unless otherwise agreed by the parties in writing, CYANERGY shall not be responsible for providing any services other than the Services (including any variations to the Services).
51. The Customer grants permission to CYANERGY and its employees, contractors and/or agents to enter, at any time, the premises at the Installation Address, for the purposes of performing the Services.
52. The Customer agrees to make himself/ herself or a representative present at the premises, when and as reasonably required by CYANERGY or its employees, agents and contractors.

#### **FORCE MAJEURE EVENT**

53. If CYANERGY becomes unable, due to the occurrence of a Force Majeure Event, to carry out any obligation, in whole or in part, placed on it by this Agreement, CYANERGY may, in its absolute discretion either:
- Suspend performance of that obligation, so far as it is affected by the Force Majeure Event, during the period the Force Majeure Event continues; or
  - Cancel the Customer's Order without liability.

#### **ADDITIONAL EXPENSES**

54. The Customer may be liable to pay Additional Expenses, not covered in the Quote, in connection with the Products or Services if CYANERGY or its contractors deem that the Customer's premises are not immediately suitable for the installation due to site conditions or special circumstances.
55. Additional Expenses anticipated by CYANERGY at the Order Date shall be itemised in the order form. However, these expenses are estimates only and are not binding on CYANERGY.
56. If CYANERGY determines that the Customer is required to pay any Additional Expenses not provided for in the order form, in order to complete the services, CYANERGY will first notify the Customer of the quantum of the Additional Expenses and give the Customer an option to sign the variation contract. In such instances, customer can choose to cancel or terminate contract at their discretion to get full refund.
57. If the customer doesn't accept the variation contract, CYANERGY will complete the job in the original contract whatever possible without any additional cost.

#### **REFUND**

58. If any significant changes to the design of the PV system, including the estimated performance is determined during/prior installation, CYANERGY will seek customer's approval through a fresh quote or variation contract; otherwise the customer shall be refunded in full.
59. The customer will get a full refund upon request when:

- a. the final system design provided is significantly different to that quoted at the point of contract and is not signed off by the customer;
- b. the site-specific full system design and performance estimate is provided as a deliverable of the contract and:
  - 1. this information is not provided before the expiry of any cooling-off period; and
  - 2. the customer does not consent to this information upon receiving it;
- c. the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within the CYANERGY's control, and the customer does not consent to a revised timeframe;
- d. if CYANERGY acting on behalf of the customer to obtain grid connection approval does not do so prior to installation, and the customer does not receive approval from the distributor to connect a system; and
- e. extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the Signatory and the customer does not consent to these additional costs.

#### **TITLE TO THE PRODUCTS**

- 60. The Products remain the property of CYANERGY (and CYANERGY retains title to the Products) until the Price and any other payment or sum due to CYANERGY has been paid in full by the Customer, regardless of whether installed or not and regardless of the location of goods.
- 61. All Products shall be at the risk of the Customer from the time that installation of the Products at the Customer's premises has been completed.
- 62. The Customer must not offer, sell, assign, sublet, mortgage, pledge, Encumber or otherwise deal with the Products in any way which is inconsistent with or would detract from CYANERGY's ownership of the Products until the Price and any other payment or sum due to CYANERGY has been paid in full by the Customer. If requested by CYANERGY, the Customer must ensure the Products are clearly identifiable as the property of CYANERGY.
- 63. In the event that the Customer is in default of its obligations under this Agreement, any Order or any other agreement that exists between the Customer and CYANERGY, CYANERGY will at its election be entitled to the immediate return of the Products and for this purpose may enter the Customer's premises to recover any Products. If CYANERGY so elects, the Customer must at its cost take all necessary action (including obtaining the consent of any third party) to enable CYANERGY to exercise its rights under this clause.

#### **DISCREPANCY OF PRODUCTS**

- 64. Unless otherwise stated by CYANERGY in writing, the exact specifications, dimensions, and masses quoted in respect of any Products are approximate and subject to change without notice and subject to commercial tolerances.
- 65. The Customer affirms for the benefit of CYANERGY that any and all information provided by the Customer to CYANERGY in connection with any Order to purchase the Products is true and correct.

#### **PRIVACY/CREDIT REPORTING**

- 66. The Customer agrees to sign any consents or other forms required by CYANERGY under which it will consent, amongst other things, to CYANERGY obtaining credit information about the Customer or providing a credit report in relation to the Customer or exchanging credit information about the Customer to third parties.

#### **INTELLECTUAL PROPERTY**

- 67. The Customer acknowledges and agrees that under no circumstances will it take any interest in CYANERGY's Intellectual Property, and CYANERGY reserves all of its rights in respect of its Intellectual Property.

#### **DEFAULT**

- 68. Upon the occurrence of an Event of Default, CYANERGY may by notice in writing to the Customer:
  - a. elect that all monies owing by the Customer to CYANERGY under this Agreement, any Order or any other agreement that exists between the Customer and CYANERGY (including but not limited to any Credit) whatsoever become immediately due and payable in full by the Customer; and/or
  - b. terminate an Order, or all Orders with the Customer.
- 69. In respect of any terminated Order (other than an Order validly cancelled by the customer under the terms of this agreement) the Customer must pay to CYANERGY any and all losses, damages, costs, interest, fees, charges (including handling charges) and expenses incurred or suffered by CYANERGY and its suppliers as a result of the Customer's default of this Agreement and the subsequent cancellation of the Order. The Customer shall have no recourse whatsoever against CYANERGY as a result of any termination of an Order by CYANERGY under this agreement.
- 70. The Customer must give CYANERGY full details of any Event of Default as soon as it becomes aware that an Event of Default has occurred.
- 71. Each of these events or circumstances is an Event of Default:
  - a. the Customer fails to comply with this Agreement or the terms of any contract or Order between the Customer and CYANERGY;
  - b. the Customer being an individual is declared bankrupt or becomes of unsound mind;
  - c. the Customer enters into any composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) or has a receiver or liquidator or trustee or administrator or similar official appointed over all or part of its assets;
  - d. the Customer ceases or CYANERGY ceases to carry on all, or substantially all, of its business or operations;
  - e. an order being made, or the Customer passing a resolution, or any other step is taken, for the Customer's winding up (including but not limited to an application being made to a court for an order for its winding up);
  - f. the Customer becomes or is declared or is deemed to be insolvent, or is unable or deemed to be unable to pay its debts, generally;
  - g. the Customer undergoes a change in its control or ownership not approved by CYANERGY in writing; or
  - h. an event or circumstance occurs in relation to the Customer which is analogous to any event or circumstance specified in paragraphs (b) to (f).

#### **LIABILITY/INDEMNITY**

72. The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in this Agreement and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights). The terms of this Agreement are subject to the non-excludable rights.
73. Except to the extent of Non-Excludable Rights, CYANERGY will not be liable for:
- any claim by the Customer or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise; and
  - any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by CYANERGY in writing and the liability of CYANERGY for any such matters is hereby excluded.
74. Where (and to the extent) permitted by law the liability of CYANERGY of a Non-Excludable Right can be limited, CYANERGY's liability is limited, at CYANERGY's election, to one of the following:
- replacement of the Products or supply of equivalent products;
  - resupply of the affected Services;
  - repair of the Products;
  - payment of the costs of replacing the Products or acquiring equivalent products;
  - payment of the cost of providing equivalent services to the affected Services; or
  - payment of the cost of having the Products repaired.
75. Notwithstanding any other provision in this Agreement, CYANERGY is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or of statutory duty) or otherwise to compensate the Customer for any:
- costs or expenses;
  - loss of profit, revenue, business, contracts or anticipated savings;
  - loss or expense resulting from a claim by a third party;
  - special, indirect or consequential loss, damage or expense; or
  - death or personal injury, whatsoever and howsoever arising.
76. To the full extent permitted by law, CYANERGY's liability to the Customer for all claims made by the Customer, in relation to an of this Agreement or otherwise, whether arising under contract, negligence or any other tort, under statute or otherwise, will not exceed in aggregate the amounts paid by the Customer under this Agreement.

#### **GENERAL**

77. This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
78. This Agreement may only be varied by written agreement between the parties.
79. The rights of CYANERGY are cumulative and are in addition to any other rights of that party.
80. This Agreement is governed by the laws of the Government of Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts.
81. Any provision of this Agreement which is unenforceable, illegal or void or partly unenforceable, illegal or void is, where possible, to be severed to the extent necessary to make this Agreement enforceable, but so as not to affect the enforceability of the remaining provisions of this Agreement.
82. No failure or partial failure by a party to enforce any of its rights under this Agreement constitutes a waiver or partial waiver of that right, and no waiver is effective unless it is in writing and signed by authorised representatives of each party.
83. The Customer shall not assign its rights, or novate its obligations, under this Agreement without the prior written consent of CYANERGY. CYANERGY may assign its rights or novate its obligations under this Agreement, without obtaining the consent of the Customer.
84. The customer gives permission for pictures to be taken before, during, and after install. These pictures are the property of CYANERGY. And, the pictures along with installation summary may be used in various marketing contents.
85. The Customer must promptly sign all documents and do all things that CYANERGY from time to time CYANERGY reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
86. Any notice that is required to be given under this Agreement must be in writing. It may be:
- hand delivered - in which case the notice will be deemed to have been received once it has been delivered;
  - transmitted by facsimile if the recipient has facilities for the transmission of documents by facsimile - in which case the notice will be deemed to have been given at 9:00am on the next day following the date of transmission;
  - or
  - mailed by prepaid post - in which case the notice will be deemed to have been given at 5:00pm on the third day following the date of posting, to the last known address or facsimile number of the recipient.
  - email to the customer email address - in which case the notice will be deemed to have been given at 9:00am on the next day following the date of transmission.
87. Customer acknowledges that CYANERGY has made no representation in relation to the continuity of feed-in tariffs or the quantum or rate thereof the customers further acknowledge is that he/she they have made their own enquiry into the performance of the solar system.
88. The customer acknowledges in the event that CYANERGY or its installers are unable to install the Solar system by reason of the condition of the premises not complying with the requirement of any governmental or statutory body, or if the premises are deemed to be too unsafe for the purpose of the installation by CYANERGY or its sub-contractors then CYANERGY may terminate this agreement.

89. In the event that any claim is made by you as the customer under any warranty agreement or obligation provided by the manufacturer of the goods supplied and such claim is made after the expiration of warranty from the date of installation of such good which requires CYANERGY or its sub-contractor to attend at the installation address then CYANERGY will be entitled to charge a fee, commiserate with the cost of the provision of that service.
90. The customer acknowledges that the Goods are the subject of a warranty produced by the manufacturer and that in no circumstances shall CYANERGY be liable should the warranty become for any reason unenforceable beyond CYANERGY's minimum 5 year whole of system warranty on the operation and performance of the system, including workmanship and products .
91. In the event during the course of installation any damage to the roof tiles or other roofing materials, CYANERGY accept no liability for replacement of damaged tiles or any other roofing materials.

### **VICTORIAN ENERGY EFFICIENCY CERTIFICATE INCENTIVES (VEECs)**

92. Under the Victorian Energy Upgrades Scheme (the VEU Scheme), a project may be eligible to create Victorian Energy Efficiency Certificates (VEECs) in the following ways: installing renewable energy generating products which reduce the energy consumed within the measurement boundary  
fuel switching to a renewable energy source which reduces the greenhouse gas emitted from the measurement boundary, including the installation of a solar photovoltaic (PV) array.
93. Under the VEU Scheme, the reduction in the cost of your solar panel is not a rebate, it is a financial incentive. You will not qualify for any other Government-based financial recompense at the completion of the process relating to VEECs under the VEU Scheme, including Small scale Technology Certificates or Large scale Generation Certificates.
94. Upon entering into this Agreement to install Solar PV, the Customer unconditionally undertakes to assign and is deemed to have assigned to CYANERGY its right to claim Victorian Energy Efficiency Certificates (VEECs).
95. CYANERGY can trade the VEEC with a registered VEEC agent.
96. The Customer agrees to complete and execute for the benefit of CYANERGY any documents, contracts, or papers reasonably necessary to give effect to this assignment. The Customer undertakes not to otherwise deal with its right to claim Victorian Energy Efficiency Certificates (VEECs). After completion of the installation, the customer shall be present & sign the documentation at the request of the installer.
97. The Customer agrees to provide details on the energy consumption at the project site as per the requirement of Cyanergy to facilitate the modelling and creation of Victorian Energy Efficiency Certificates (VEECs).
98. The Customer agrees that the energy generating equipment installed as part of this project will not be utilised to claim benefits under another prescribed greenhouse gas scheme.
99. The project will be able to create Victorian Energy Efficiency Certificates (VEECs) for the energy produced from the renewable source installed and used on site (self-consumption). Any portion of energy generated from the renewable source exported to the grid will not be eligible for Victorian Energy Efficiency Certificates (VEECs).
100. The Victorian Energy Efficiency Certificates (VEECs) estimate in this quote is modelled on the interval data obtained from the Customer's energy retailer for the energy usage prior to installation. Cyanergy has estimated this energy usage to be fairly consistent for the 18 months after installation of the energy generating equipment. The Customer hereby acknowledges that any significant change in the energy usage (amount or pattern) will affect the Victorian Energy Efficiency Certificates (VEECs) created.
101. The Victorian Energy Efficiency Certificates (VEECs) estimate in this quote considers the emission factor at the time of quoting. If this has reduced at the time of commissioning, a revised Victorian Energy Efficiency Certificates (VEECs) estimate will be conveyed to the Customer.
102. Cyanergy will only undertake the project after an initial scoping plan and other required documentation has been approved by the program regulator.
103. The VEEC calculation is based on multiple assumptions about variables on the site including metering, measurement confidence level, measurement uncertainty, discounts for forward creation and workarounds to cater for covid lockdowns during the baseline period. While every attempt is made to estimate these variables accurately, based on our experience of similar sites and upgrades, any variations in those parameters in the final calculations accepted by the regulator which impact the VEECs awarded are at the Customer's risk.
104. The VEECs estimate is based on no energy related upgrades or site changes being made for the duration of the operating period after the upgrade is commissioned, usually 12-15 months. If any changes do occur the Customer will advise Cyanergy as early as possible, and any such changes may impact the VEECs finally awarded by the regulator. Such changes may also require additional engineering analysis and work to optimise the VEEC claim under the new circumstances, which may require additional fees to be charged to the Customer for that extra work.

### **Warranty Policy**

(Supply and installation of solar panels, inverter and batteries)

This Warranty applies to the supply and installation of the Solar Panel Modules, Inverters, Batteries and Mounting supplied by Cyanergy Pty Ltd.

### **1. Warranties**

| Component                                   | Min. Period of Warranty |
|---|-------------------------|
| Solar Panel Modules (manufacturing defects) | 10 years                |
| Solar Panel Modules (regular performance)   | 25 years                |
| Inverter                                    | 5 years                 |
| Battery                                     | 5 years                 |

|  |          |
|--|----------|
| Mounting Frame   | 10 years |
| Installation   | 10 years |
| Retailer Warranty for operation and performance  | 5 years  |
| *All warranty period counts from the installation date and please refer to the respective manufacturer's warranty for Panel, Inverter and Battery. |          |

A standard minimum retailer's warranty period of five years on the operation and performance of the whole solar PV system, including workmanship and products, applies to the customer by Cyanergy Pty Ltd. This warranty period is the minimum applicable to the service component of installation and all products (inverters, panels, electrical components etc.). Certain products, for example, panels and inverters, might have a warranty that exceeds five years and is covered by separate manufacturer warranties for the exceeded period.

- That retailer's warranty exists over and above the consumer's rights under consumer guarantees in ACL.
- The consumer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee or retailer's warranty.

The workmanship warranty covers any defects that arise from the workmanship in installing your solar panels and solar inverter at the premises specified in the solar system installation Agreement.

- For all work except the installation of a switchboard, the workmanship warranty period is 5 years from the date of completion of the installation.
- For work related to the installation of a switchboard, the workmanship warranty period is 1 year from the date of the installation of the switchboard.

Cyanergy Pty Ltd will ensure that all complaints are acknowledged within 2 working days of receipt of complaint. Resolution will be sought within 10 working days of receiving the complaint. Sometimes, we might not be able to resolve a complaint within the time frames set out above. If that's the case, we'll contact you and explain the reason for the delay and give you a new time frame for resolution. Where the workmanship warranty applies, Cyanergy Pty Ltd will either (at its discretion and cost):

- re-do or repair the installation;  
or
- replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

## 2. Conditions

1. This Warranty will only apply to the original installation of the relevant Cyanergy Pty Ltd products and will immediately terminate upon the inappropriate removal/alteration (described in the Limitations and Exclusions section) from the initial installation of such products.
2. This Warranty will no longer be valid if you fail to comply with all reasonable instructions of Cyanergy Pty Ltd in relation to the operation and care of the solar system.
3. The customer is eligible to undertake the repair/fix services of an appropriately skilled, trained & experienced technician. In such instances, the customer needs to properly communicate the nature of the job and qualification details of the electrician beforehand if the work is done within the warranty period.
4. A photovoltaic Solar Panel Module is not conforming with the Minimum Power Output Warranty, Cyanergy Pty Ltd may at its sole option, use re-manufactured, refurbished or new parts when repairing or replacing a photovoltaic Solar Panel Module, to bring the aggregate power output to the level required by the Minimum Power Output Warranty. The solar panels removed under this condition will become the property of Cyanergy Pty Ltd.

## 3. Limitations and Exclusions

This Warranty will not apply for:

- improper use of the solar system;
- repaired breaks or any damage caused due to works done by an unqualified, unskilled or inexperienced technician;
- your existing electrical installation, wiring or fuse box;
- normal fair wear and tear; corrosion, oxidization, discolouration by mould where it does not impact on the operation and performance of the whole PV system or represent a product defect;
- any malicious damage or abuse;
- damage caused by vermin, animals or pests;
- damage caused by 'acts of God', improper voltage or power surges, accidents or other acts beyond our reasonable control;
- any damage to your property caused by the solar system failing or breaking;
- any alterations to your property which are a necessary consequence of the provision of the installation services and was communicated beforehand;  
or
- any damage of any kind that was not reasonably foreseeable or that could not have been expected to result from:
  - a failure to provide the installation services as required by your agreement with us;
  - and/or
  - the installation services failing to meet any consumer guarantee set out in the Australian Consumer Law.

## 4. Claims or questions

For any claims or questions in relation to this Warranty please contact:

- Cyanergy Office: 16 Fastline Road, Truganina, VIC 3029 or 3/340 Chisholm Road Auburn, NSW 2144
- Phone: 1300 198 955
- Email: [info@cyanergy.com.au](mailto:info@cyanergy.com.au)
- Website: [www.cyanergy.com.au](http://www.cyanergy.com.au)

Please retain your sales documentation, as this should be produced to validate a warranty claim.

# **Synergy Apartments solar feasibility study**

By Johnson Energy Consulting.

21 November 2024.

Presented to Lisa Holley.

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Is solar a good investment for the tenants of Synergy Apartments, and what will it cost?

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## Summary

Modelling of 7 different solar system sizes, and 5 different battery sizes indicates an optimal solution of a 110kW solar array with no battery.

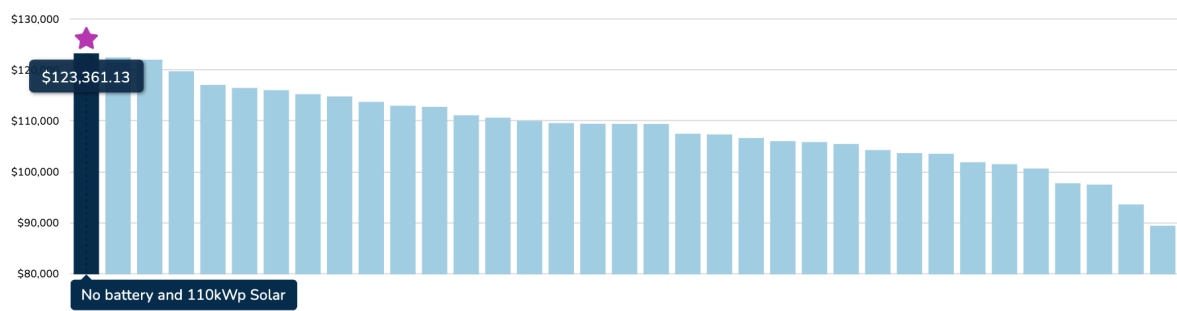
The modelling is based on the aggregated demand and savings of all 120 units.

This is based on current energy consumption of the 120 units, and conservative assumptions on component pricing and current energy costs. All assumptions are listed below.

This is not a quote, the aim with this document is to determine approximate savings from investment in solar based on achievable savings so the owner's corporation and tenants can decide whether or not to proceed with the investment.

It is recommended you share this information with installers responding to a tender for quotes for the work if you decide to proceed. Quotes will have forecasts that vary from these, but not significantly.

Ranking of the different systems was based on the net present value of savings from all cash flows over 10 years using a 5% discount rate.



This solar system will cost around \$187k, but will generate savings close to \$39k each year.

The savings will pay back the investment in 5 years, representing an 18% return on investment.

 **Solar PV**  
Panels: 110kWp  
Inverter: 91.7kW  
Generation data: [Synergy Apartments solar](#)

### Key metrics

**\$187,669**

Upfront cost ⓘ

**\$38,865**

Annual earnings ⓘ

**5 years**

Payback period ⓘ

**18 %**

Rate of return ⓘ

**\$123,361**

Net present value ⓘ

**13.4 %**

Solar export ⓘ

**22.5 %**

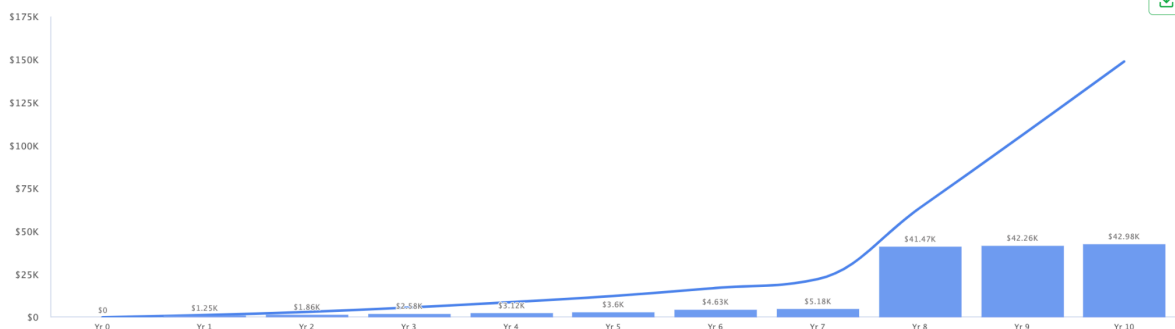
Energy independence ⓘ

## Finance option

If financed at an 8.6% interest rate over 7 years, monthly repayments of \$2,951 would mean in the first year savings would be \$1,248 larger than repayments, increasing to \$63,686 in year 8 after the loan is repaid.

### Customer cashflow

|  |  |   |                                 |                                       |                                    |
|--|--|---|---------------------------------|---------------------------------------|------------------------------------|
| <b>\$0</b><br>Upfront cashflow<br>Year 0 | <b>\$1,248</b><br>Net cashflow<br>Year 1 | <b>\$148,925</b><br>Accumulated cash<br>All years | <b>0 year</b><br>Simple payback | <b>\$101,437</b><br>Net present value | <b>N/A</b><br>Rate of return (IRR) |
|--|--|---|---------------------------------|---------------------------------------|------------------------------------|



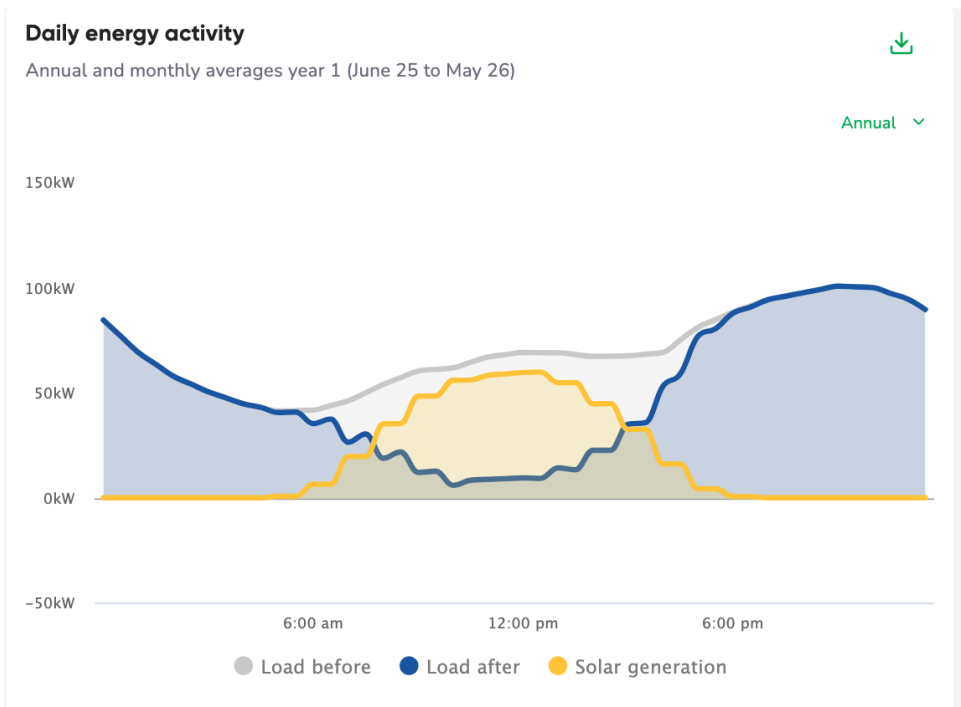
| Summary                     |                   | Year 0     | Year 1         | Year 2         | Year 3         | Year 4         | Year 5          | Year 6          | Year 7          | Year 8          |
|-----------------------------|-------------------|------------|----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
| LGC revenue                 | Non-bill earnings | \$0        | \$514          | \$418          | \$376          | \$273          | \$143           | \$85            | \$0             | \$0             |
| Retailer volume import      | Bill savings      | \$0        | \$37,252       | \$38,120       | \$39,012       | \$39,791       | \$40,543        | \$41,696        | \$42,514        | \$43,505        |
| Retailer volume export      | Bill savings      | \$0        | \$1,099        | \$995          | \$916          | \$838          | \$763           | \$757           | \$639           | \$577           |
| Solar PV O&M costs          | Ongoing costs     | \$0        | (\$2,200)      | (\$2,255)      | (\$2,311)      | (\$2,369)      | (\$2,428)       | (\$2,489)       | (\$2,551)       | (\$2,615)       |
| Loan repayments (2951 \$/m) | Payments          | \$0        | (\$35,417)     | (\$35,417)     | (\$35,417)     | (\$35,417)     | (\$35,417)      | (\$35,417)      | (\$35,417)      | \$0             |
| <b>Net cashflow</b>         | <b>Total</b>      | <b>\$0</b> | <b>\$1,248</b> | <b>\$1,861</b> | <b>\$2,575</b> | <b>\$3,116</b> | <b>\$3,603</b>  | <b>\$4,632</b>  | <b>\$5,185</b>  | <b>\$41,467</b> |
| <b>Accumulated cash</b>     | <b>Total</b>      | <b>\$0</b> | <b>\$1,248</b> | <b>\$3,108</b> | <b>\$5,683</b> | <b>\$8,800</b> | <b>\$12,402</b> | <b>\$17,035</b> | <b>\$22,220</b> | <b>\$63,686</b> |

Units: \$ nominal

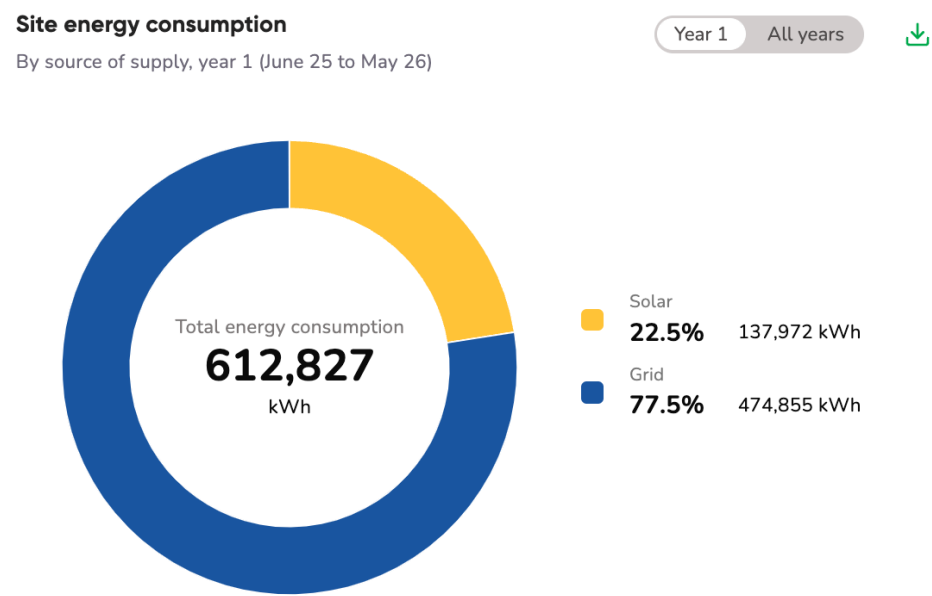
# Energy flows

With a 110kW solar system, 86% of the solar electricity generated will be consumed.

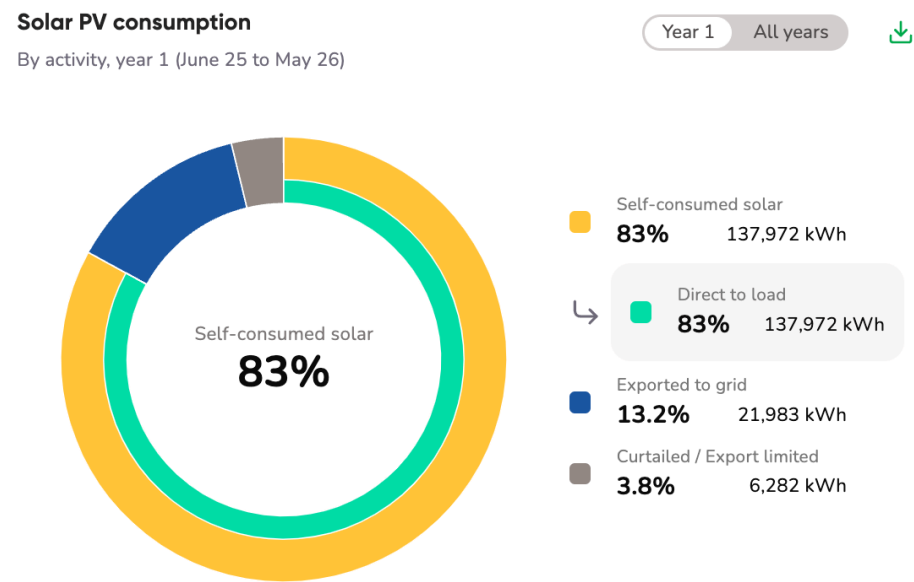
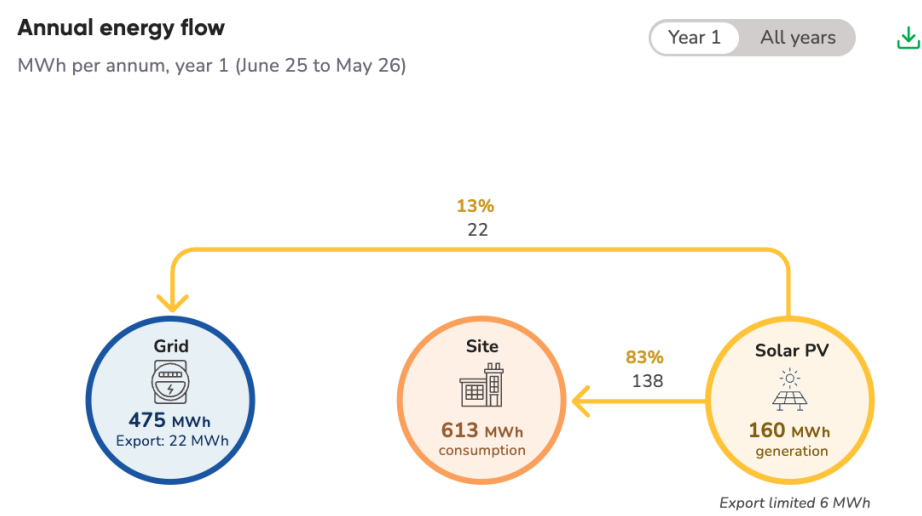
A larger solar system would displace grid costs more but returns diminish as the cost of the solar system increases.



Savings are generated by replacing 22.5% of grid power consumption with solar.



Around 13% of the electricity generated by the solar system will occur in times when there is no demand for it. This will be exported back to the grid at limited value, expected to decrease over time.

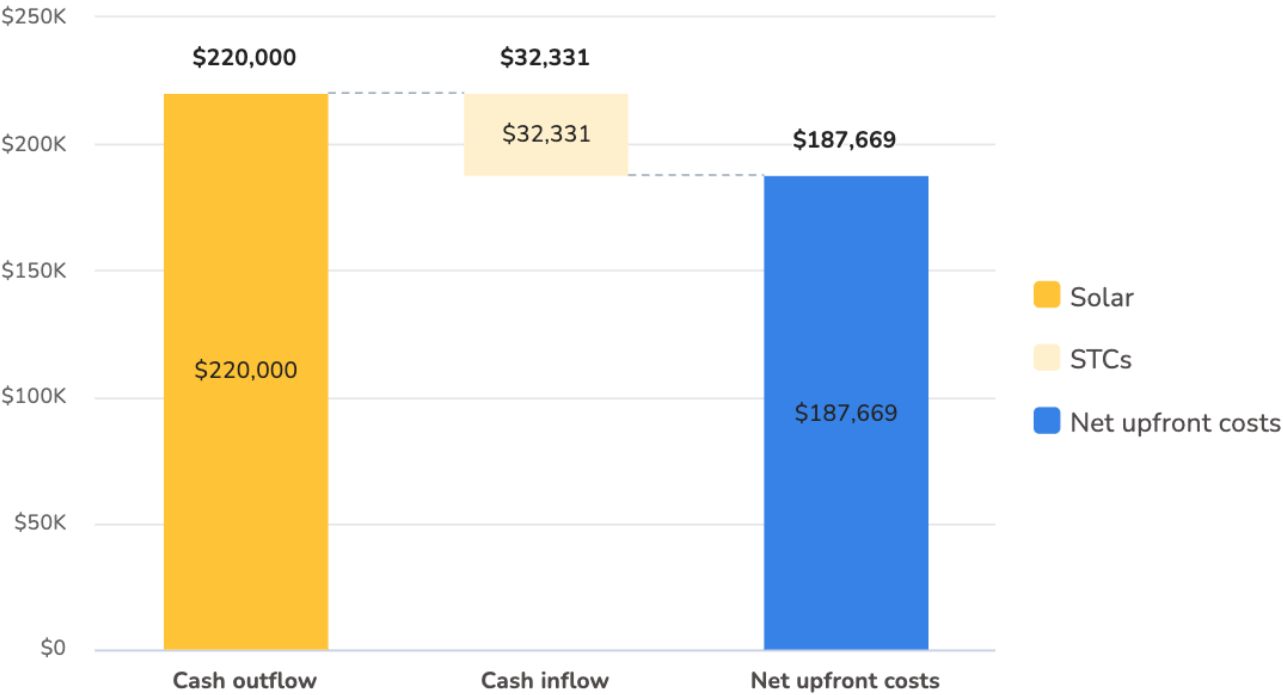


The chart below indicates the upfront costs and STC rebates assumed in the modelling. It is possible you'll be able to get lower pricing from installers.

Upfront costs



Summary of costs at time of commissioning (month 0)

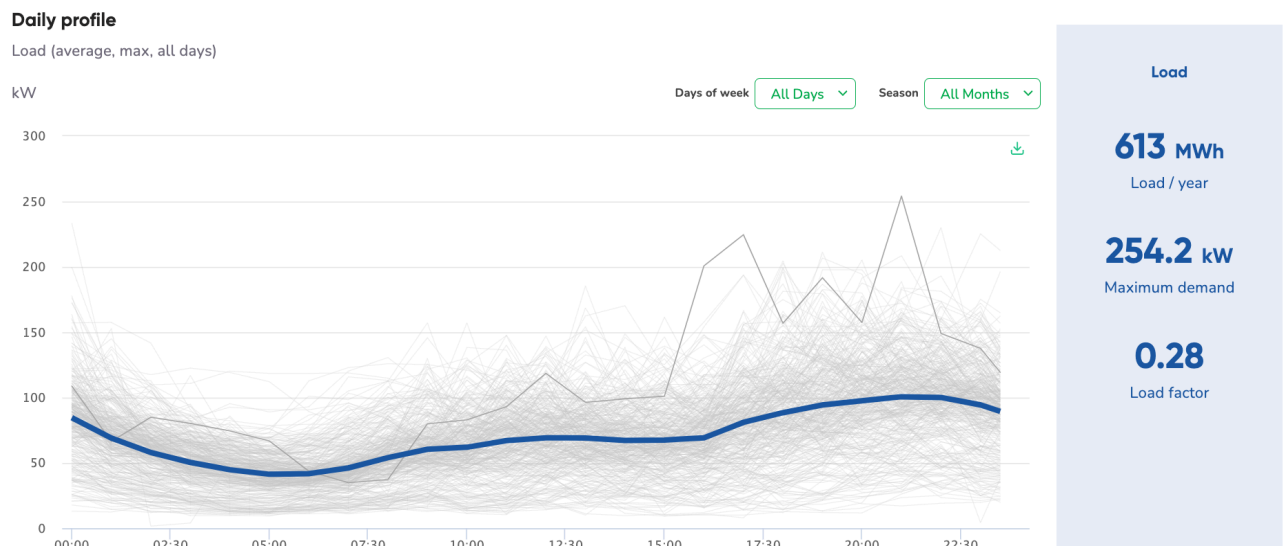


## Assumptions

This modelling is based on an assumption of the energy consumption of the 120 units.

The pricing used of \$2,000/kW includes the panels, inverters, labour, racking, and SolShare units - used for equitable distribution of the solar energy and savings between units.

The chart below shows the assumed consumption for each day over 12 months. The dark blue line is the average. The actual consumption will differ from this, but this is the most accurate approximation available.



Below, all assumptions in the modelling are shown. This information may be useful when running a tender for quotes.

| Category                | Name                     | Value   | Units   | Value Formatted                                 |
|-------------------------|--------------------------|---|---------|---|
| Site Details            | Name                     | Synergy Apartments                              |         | Synergy Apartments                              |
| Site Details            | Address                  | 311 Flemington Rd, Franklin ACT 2913, Australia |         | 311 Flemington Rd, Franklin ACT 2913, Australia |
| Site Details            | Latitude                 | -35.18811                                       | degrees | -35.18811 degrees                               |
| Site Details            | Longitude                | 149.14775                                       | degrees | 149.14775 degrees                               |
| Grid Connection Details | Marginal loss factor     | 1   |         | 1   |
| Grid Connection Details | Distribution loss factor | 1   |         | 1   |
| Grid Connection Details | Import capacity          |   | kW      | None kW   |

|                         |                                       |   |             |   |
|-------------------------|---------------------------------------|---|-------------|---|
| Grid Connection Details | Export capacity                       | 30                                      | kW          | 30.0 kW                                 |
| Grid Connection Details | Grid emissions factor                 | 0.7                                     | kgCO2/kWh   | 0.7 kgCO2/kWh                           |
| Load                    | Site load name                        | Apartment (3 X All Electric Units)      |             | Apartment (3 X All Electric Units)      |
| Load                    | Site load annual consumption          | 613                                     | MWh/year    | 613.0 MWh/year                          |
| Load                    | Site load growth                      | 0                                       | % p.a.      | 0.0% p.a.                               |
| Load                    | Power factor                          | 0.98                                    |             | 0.98                                    |
| Existing Solar          | Solar Profile                         | No Existing Solar                       |             | No Existing Solar                       |
| Retail Tariff           | Tariff Name                           | Estimated average unit electricity bill |             | Estimated average unit electricity bill |
| Retail Tariff           | Tariff Code                           |   |             |   |
| Network Tariff          | Tariff Name                           | No network tariff                       |             | No network tariff                       |
| Outages                 | Outages                               | No outages modelled                     |             | No outages modelled                     |
| Scenario Details        | Name                                  | 120 Units                               |             | 120 Units                               |
| Battery                 | Name                                  | No battery                              |             | No battery                              |
| Battery                 | Capacity                              | 0                                       | kWh         | 0.0 kWh                                 |
| Battery                 | Power                                 | 0                                       | kW          | 0.0 kW                                  |
| Battery                 | C-Rating                              | 1                                       |             | 1                                       |
| Battery                 | Duration                              | 1                                       | hours       | 1.0 hours                               |
| Battery                 | CAPEX                                 | 0                                       | \$/kWh      | 0.0 \$/kWh                              |
| Battery                 | O&M cost                              | 0                                       | % p.a.      | 0.0% p.a.                               |
| Battery                 | O&M Cost escalator                    | 0.0% p.a. in real terms                 |             | 0.0% p.a. in real terms                 |
| Battery                 | BESS, cells, and inverter replacement | Disabled                                |             | Disabled                                |
| Battery                 | Capacity degradation                  | N/A                                     |             | N/A                                     |
| Battery                 | Maximum capacity degradation          | 75                                      | %           | 75.00%                                  |
| Battery                 | Round trip efficiency                 | 85                                      | %           | 85.00%                                  |
| Battery                 | Standby losses                        | 0                                       | % per month | 0.0% per month                          |
| Battery                 | Maximum depth of discharge            | 100                                     | %           | 100.00%                                 |
| Control Profile         | Control profile type                  | Optimization                            |             | Optimization                            |
| Control Profile         | Peak demand reduction                 | TRUE                                    |             | TRUE                                    |
| Control Profile         | Energy arbitrage (simple ToU)         | TRUE                                    |             | TRUE                                    |
| Control Profile         | Energy arbitrage (wholesale market)   | TRUE                                    |             | TRUE                                    |
| Control Profile         | Arbitrage threshold                   | 0                                       | \$          | \$0.0                                   |
| Control Profile         | FCAS Markets                          | Not Enabled                             |             | Not Enabled                             |
| Control Profile         | Battery behind child meter            | FALSE                                   |             | FALSE                                   |
| Control Profile         | Initial state of charge               | 98                                      | %           | 98.00%                                  |
| Control Profile         | Demand reduction discount             | 0                                       | %           | 0.00%                                   |
| Control Profile         | Wholesale Arbitrage discount          | 0                                       | %           | 0.00%                                   |
| Control Profile         | Daily Cycle Limit                     |   |             | None                                    |
| Control Profile         | Annual Cycle Limit                    |   |             | None                                    |
| Control Profile         | FCAS discount                         | 0                                       | %           | 0.00%                                   |

|                   |                             |   |        |   |
|-------------------|-----------------------------|---|--------|---|
| Backup power      | Backup power                | Disabled  |        | Disabled  |
| Solar             | Name                        | 110kWp Solar  |        | 110kWp Solar  |
| Solar             | Solar Profile               | Synergy Apartments solar  |        | Synergy Apartments solar  |
| Solar             | kWp DC                      | 110   | kWp    | 110.0 kWp   |
| Solar             | DC/AC ratio                 | 1.2   |        | 1.2   |
| Solar             | CAPEX                       | 2000  | \$/kWp | 2000.0\$/kWp  |
| Solar             | O&M Cost                    | 1   | % p.a. | 1.0% p.a.   |
| Solar             | PV module degradation       | 0.5% p.a.   |        | 0.5% p.a.   |
| Solar             | Maintenance cost escalator  | 0.0% p.a. in real terms   |        | 0.0% p.a. in real terms   |
| Solar             | Inverter replacement        | Disabled  |        | Disabled  |
| Solar             | Enable LGC calculation      | TRUE  |        | TRUE  |
| Solar             | LGC certificate prices      | between \$10.00 and \$38.75 in nominal terms from 2024 through 2030 |        | between \$10.00 and \$38.75 in nominal terms from 2024 through 2030 |
| Solar             | Enable STC calculation      | TRUE  |        | TRUE  |
| Solar             | STC certificate price       | 39  | \$     | \$39.0  |
| Solar             | Mixed STC/LGC accrue method | Both STC and LGC revenue may be collected                           |        | Both STC and LGC revenue may be collected                           |
| Solar             | Enable VEECs calculation    | FALSE   |        | FALSE   |
| Forecasts         | Retail tariff escalator     | 0.0% p.a. in real terms   |        | 0.0% p.a. in real terms   |
| Forecasts         | Network tariff escalator    | 0.0% p.a. in real terms   |        | 0.0% p.a. in real terms   |
| Forecasts         | Feed-in-tariff escalator    | -10.0% p.a. in real terms   |        | -10.0% p.a. in real terms   |
| Forecasts         | Wholesale Dataset           | NSW 2023 (30min)  |        | NSW 2023 (30min)  |
| Forecasts         | Wholesale price escalator   | 0.0% p.a. in real terms   |        | 0.0% p.a. in real terms   |
| Forecasts         | FCAS Dataset                | <No FCAS>   |        | <No FCAS>   |
| Forecasts         | Inflation                   | Mixed, including 1.8% in 2019 and earlier, 2.5% in 2025 and later   |        | Mixed, including 1.8% in 2019 and earlier, 2.5% in 2025 and later   |
| Scenario settings | Discount rate               | 5   | %      | 5.00%   |
| Scenario settings | Analysis years              | 10  | years  | 10 years  |
| Scenario settings | Commissioning date          | Jun 2025  |        | Jun 2025  |
| Scenario settings | Results display terms       | Nominal   |        | Nominal   |

## Summary

While quotes will vary from the assumptions made here, I've tried to be conservative so that actual savings are bigger if you decide to proceed.

I believe there is significant evidence here to suggest that this would reduce energy costs for tenants from day one, with a significant jump in savings once a loan is paid off.

## Warren G. Catlin

---

**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Friday, 7 February 2025 3:00 PM  
**Subject:** UP3802 - GM Minutes - SYNERGY - 311 Flemington Road Franklin  
**Attachments:** UP3802 - GM Minutes 2025 - complete.pdf

**Categories:** Printing

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of General Meeting Wednesday, 29th January 2025**

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

**Please note that I will be on annual leave from 11<sup>th</sup> February to 24<sup>th</sup> February 2025.**

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200

[LMMsolutions.com.au](http://LMMsolutions.com.au)

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**Strata Management**  
For the client experience you deserve!

PO Box 884  
Gungahlin ACT 2912

P 02 5110 3200  
E [enquiries@LMMsolutions.com.au](mailto:enquiries@LMMsolutions.com.au)

---

7 February 2025

To all Owners  
UP3802 – Synergy  
311 Flemington Road  
FRANKLIN ACT 2913

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of General Meeting 2025**

Further to the recent General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**

**P** 02 5110 3200  
**E** [Georgina@LMMsolutions.com.au](mailto:Georgina@LMMsolutions.com.au)

# MINUTES OF GENERAL MEETING 2025

## UNITS PLAN 3802 - SYNERGY

### 311 FLEMINGTON ROAD, FRANKLIN

**Held:** Wednesday, 29 January 2025 at 6:00pm.

**Location:** Via Teleconference.

**Present** in person: None

**Present** online: Ms R Bari (Unit 1), Mr W Catlin (Unit 5), Mr T Sharma (Unit 9), Ms R Bosworth (Unit 21), Ms K Taylor and Mr P Summerfield (Unit 33), Mr B Munoz (Unit 38), Ms L Mayes (Unit 43), Ms M Price (Unit 47), Mr A Hodder (Unit 48), Ms S Rickard (Unit 50), Ms B Lei (Unit 51), Ms M Poulakis (Unit 97), Mr N O'Brien (Unit 105), Mr J Vu (Unit 107), Mr D Leckenby and Ms L Holley (Unit 112), Ms G Newhouse and Mrs L Upton representing LMM Solutions Pty Ltd.

**Proxies:** Ms S Gureja (Unit 116) – held by Ms L Holley.

**Absentees:** Mr L Merkoureas (Unit 53).

**Apologies:** None

**Chair:** Ms L Holley was elected chairperson for the meeting.

**Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

#### OVERVIEW OF REQUIRED AGENDA ITEMS

---

**MOTION 1:** It was resolved that the Owners Corporation of UP3802 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

#### FUNDING EXTERNAL PAINTING WORK

---

##### SPECIAL LEVY – Special Resolution

**MOTION 2:** That the Owners Corporation of UP3802 raise a Special Levy of \$ 354,777.00 (excl. GST) to be paid by Owners as per their unit entitlement, for the external painting due and payable by 1 March 2025. **CARRIED**

*Secretarial Note:* The manager noted to owners present, if owners aren't able to pay the special levy in full, they can email LMM Solutions to set up a payment plan or they can look into taking out a personal loan in which to cover the cost. Personal loans have a lower interest rate compared to strata loans.

## **AND**

### **STRATA LOAN – Special Resolution**

**MOTION 3:** That the Owners Corporation of UP3802 approve by Special Resolution to fund the external painting by strata loan being:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
  - (a) Any two members of the executive Committee; or
  - (b) The Strata Manager and one member of the Committee; or
  - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
  - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the Loan Contract is \$355,000.00 or such increased amount as approved by a subsequent General Meeting;
  - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
  - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
  - (e) a drawdown instruction may be signed by (strike out those which do not apply):
    - I. Any two members of the executive Committee; or
    - II. The Strata Manager and one member of the Committee; or
    - III. The Strata Manager alone.

**FAILED**

Secretarial Note: There were multiple discussions with raising a special levy and a loan to give owners the option, unfortunately due to the system that LMM Solutions uses it wasn't an option to be able to split how owners pay.

Mrs L Upton spoke to the matter and advised at this stage the Owners Corporation would be best to raise a special levy at this stage and then if required later to raise the loan motion again at another General Meeting.

### **SOLAR PANEL INSTALLATION**

---

**MOTION 4:** That the Owner's Corporation of UP3802 accepts the terms and conditions of the ACT Government's Solar for Apartments program to install solar panels being a \$150,000.00 grant and \$150,000.00 interest free loan (total \$300,000.00).

**CARRIED**

## **SOLAR PANEL FUNDING**

---

**MOTION 5:** That the Owners Corporation of UP3802 agree for the 15-year ACT Government's Solar for Apartments program interest free loan of \$150,000.00 be supported by the annual budget for the Administrative fund. **CARRIED**

*Secretarial Note:* The owners present quired how the interest free loan is going to be paid, the manager advised that this would be paid via the proposed budget each year, under the electricity code.

**MOTION 6:** That the Owners Corporation of UP3802 agree to expend up to \$72,000.00 excl. GST from the Administration Fund surplus to support the shortfall between the Government funding options and the installation costs. **CARRIED**

*Secretarial Note:* Ms L Holley spoke to this and advised that a quote has been received and has come in lower than what was expected, the Owners Corporation would only have to put in an additional \$19,500.00 however the complex got a refund from Actew for \$10,000.00 so the Owners Corporation will need to include \$9,500.00 from the administrative fund should it be approved by the Government however three quotes still need to be obtained which is in motion.

## **GENERAL BUSINESS**

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**With no further business, the meeting closed at 7.18 pm.**

**Unit Titles (Management) Act 2011- Form 1**  
**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A - Details of reduced quorum decisions<sup>†</sup>**

---

**A1 - The Owners Units Plan No:** 3802

**A2 - General Meeting**

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 29 January 2025

*Tick the applicable box, or both boxes if applicable:*

- ☒ Regularly convened - The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ Convened after adjournment - The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

**A3 - Reduced quorum decisions**

*If there is insufficient space here, tick ☒ and attach details to the notice*  
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Wednesday, 29 January 2025

**A4 - Owners corporation declaration**

The information in this notice has been recorded on the following date from details shown in the records of the owner's corporation.

Seal affixed: Friday, 29 January 2025

Signed: Georgina Newhouse

Title: Senior Strata Manager



<sup>†</sup> In this notice, UTMA means the Unit Titles (Management) Act 2011.

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B - General information

---

#### **B1 - What is a reduced quorum decision?**

- A reduced quorum decision is a decision of a general meeting of the owners corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3). • If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

#### **B2 - When does a reduced quorum decision take effect?**

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

#### **B3 - How may reduced quorum decisions be disallowed?**

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

#### **B4 - How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

#### **B5 - How may reduced quorum decisions be revoked?**

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).
-

## Warren G. Catlin

---

**From:** Georgina Newhouse <georgina@lmm solutions.com.au>  
**Sent:** Wednesday, 30 April 2025 1:46 PM  
**Subject:** UP3802 - SYNERGY - Minutes of the Executive Committee Meeting held 14th April 2025  
**Attachments:** UP3802 - EC Meeting minutes 14042025.pdf

**Categories:** Printing

Dear Owner

**UP3802 - SYNERGY**  
**Minutes of the Executive Committee Meeting held 14<sup>th</sup> April 2025**

Further to the recent Executive Committee Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Kind regards

**Georgina Newhouse**  
Senior Strata Manager

**LMM Solutions Pty Ltd**  
**P** 02 5110 3200  
[LMM Solutions.com.au](http://LMM Solutions.com.au)

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# MINUTES OF EXECUTIVE COMMITTEE MEETING

---

UP3802 – Synergy – 311 Flemington Road, Franklin

---

**Held:** On Monday, 14 April 2025 at 6.00 pm.

**Location:** Via Teleconference

**Present:** Ms R Bari (Unit 1), Ms R Bosworth (Unit 21), Mr N O'Brien and Ms L Holley (Unit 112).  
Ms G Newhouse representing LMM Solutions

**Apologies:** None

**Chair:** Ms L Holley was Chairperson for the meeting.

**Quorum:** A standard Executive Committee quorum was present.

Items discussed:

**1. Special Levy status.**

An update was provided by Lauren and the outstanding levies are minimal which will mean that a loan wont need to be taken out to pay the final invoice as the complex will have the funds to cover it.

**2. Painting update /progress includes billing/Peak Consulting quote**

Higgins were invited to the meeting, however due to another commitment was unable to attend, however the site supervisor Troy was able to provide an update.

Message from Troy:

*- No sign off until a minimum of 3 full walk throughs are done in May with Higgins, any EC members, and Georgina. This is a very extensive defect process which includes photos and specific marked up areas created by myself, checking all areas including courtyards etc. This defect document and photos will be given to all parties.*

*-Higgins following the scope of Wise Choice and the Specs of Dulux.*

*-A painting inspection will look at the following things: (any drummy render that hasn't been found by Higgins, the millimetre thickness of paint application, the hardness and application of render patches and dome finish render, whether the correct product was used, and whether the correct preparation was done, including a building wash, and any defects missed by Higgins and fellow parties during the defect process)*

*However, a full building inspection for things would look for things like leaks, brick and wall movement, mortar cracking, height safety system, glassworks, balustrades, gas and electrical works  
etc.*

The manger confirmed that if the committee go through peak consulting they will be looking at the work completed by Higgins and no more.

The committee have discussed getting Peak Consulting out to assess the workmanship after the Higgins works, the committee have agreed to proceed ahead with Peak Consulting as it will be ideal for the complex to have a third party look over the work.

### **3. Balconies**

The Manager raised the issues with Unit 58 not providing access to the unit there are discussions in place however the manager has advised the unit owners of Unit 58 that access has to be granted.

There are also a couple of other balconies that need to be quoted as they are failing as well.

### **4. SQC quote**

The committee discussed the quote and decided at this time that its not feasible and that they would present ideas to the owners at the AGM for the cladding and leave it up to the owners to decide as to a way forward.

### **5. Solar Panels quote**

The government is following up Solar forever and is getting the paperwork together and back to the committee soon. Lisa is following up.

### **6. General business**

- Pool – the manager is asking pool company if they can fill it.
- The manager is to speak to Stephen from affordable luxury about the mastic as it has failed again
- Unit 79 cage leak when it rains the manager is to speak with the owner about providing an official quote.

**With no further items, the meeting closed at 7.13 pm.**