



STRATA MANAGEMENT PROPOSAL

14 November 2022

SP 67851 200 William Street Woolloomooloo

1. OUR PROPOSAL

This document contains a proposal for you to engage us as your Strata Managing Agent, introducing our Agency, explaining how we do things and detailing our services and fees. If you accept this proposal and enter into an Agency Agreement with us, which we propose be in the form of the attached draft Agency Agreement, this proposal will form part of that Agency Agreement.

If you decide to accept this proposal and enter into an Agency Agreement with us, we will assist you to convene a general meeting to approve our appointment and sign the Agency Agreement.

2. ABOUT US

AscendCorp Strata is setting a new benchmark in the property industry, Rising Above the current challenges we face and making our client the focal point. Our goal is to create harmonious living, increase the value of your asset and ultimately for your property to be the envy of community living.

3. KEY FEATURES

- High end level of service with proactive management and communication.
- Simplifying strata legislative requirements so your home and/or investment is a positive experience.
- Cost savings on insurance, utilities and review of all current contracts.
- High level Strata Accounting and Reporting.
- Cutting edge that allows owners and tenants to access documentation through an app installed on their phone.
- Industry leading response times using the latest technology to create simple and effective communication.
- Monthly reporting giving committee members transparency and updates on all current and outstanding matters.
- In-depth developer experience with the largest developers in Australia.
- Vast network of quality contractors ready to respond.
- All strata meetings held within office hours will incur no additional charge.

- Ability to request work orders and quote requests directly to your strata manager, through an app installed on your phone.
- We are a fun dynamic team who like to work in the 21st century with technology, which means we work faster and less of your time is wasted.

4. HOW WE DO THINGS

Sarah Walmsley will be the strata manager with primary responsibility for your scheme but may involve other members of our staff as required.

A strata scheme involves an Owner's Corporation, which has functions and responsibilities under the strata legislation. An Owners Corporation has a strata committee, including a Chairperson, Secretary and Treasurer. The Strata Committee has an important role in management of the scheme, but many decisions require a resolution at a general meeting of the Owner's corporation. The most important of these is the Annual General Meeting, at which various important decisions are made.

If you accept this proposal and enter into an Agency Agreement with us, you will delegate some of your functions to us and authorise us to perform some of those functions for you. However, that does not mean that we will actually perform all of those functions, because:

- There can and generally will be functions which you have not delegated to us. In particular, you do not delegate to us your power to make:
 - A delegation prohibited under the strata legislation.
 - A decision on a matter that is required to be decided by the owners corporation.
 - A determination relating to the levying or payment of contributions.
- Your delegation of functions to us will be limited to the extent required for us to perform the Primary Services which we are required to provide and the Further Services which we agree to provide.
- You can continue to perform some or all functions yourselves and some schemes prefer to do so, especially where they have committee members with appropriate expertise.

Our obligation to provide a particular service depends on whether it is a primary service, which we are required to provide under the Agency Agreement or a further service, which you have requested and which we have agreed to provide.

Generally, we will communicate with you via your strata committee members. However:

There will be situations where your Strata Committee cannot provide instructions itself and a General Meeting and resolution is required.

- You authorise us to communicate with you by email, using the address specified for that purpose in the agency agreement or another address which we become aware you are using.
- In the interests of efficient communication and containing costs, we require you to appoint a representative, who would usually be your Secretary, to act as point of contact for communications between us and to the extent the law allows, we may accept instructions given by your representative as instructions by you and give you information or items by giving them to your representative. We may require you to appoint a replacement representative if we determine that the current representative is not a suitable person to act in that capacity or is not acting properly in that capacity.

We will account to you for any moneys received by us on your behalf on a calendar quarterly basis, by written report to your treasurer within 30 days of the end of the relevant quarter.

5. OUR SERVICES

We appreciate that strata Schemes have different circumstances and needs. Strata schemes vary in their size and resources. They vary in the issues which apply to their building and the expertise of their Committee Members with those issues. Of course, Strata Schemes also require quality services at a competitive price.

To meet those needs in an individual and flexible way, we structure our services and fees as follows:

- We charge an Annual Management fee, for which we provide core services and charge further service fees for other services which you may require.
- **Primary Services** – these are services which we have agreed will be provided by us for the Annual Management fees
- **Further Services** - these are other services which you may require and if we are engaged to provide them, we will charge for them at fixed amounts or hourly rates.
- **Fixed Disbursement Fee** – This Fee is calculated and determined based on the size of your strata scheme and is charged per lot on an annual basis. This fee is designed to keep costs low for owners' corporations and to allow for more accurate budgeting and preparation of expected costs. This reduces your further services fee and allows includes many disbursement such as printing and telephone calls which are usually charged separately as a Further Service.

Our services and our charges for them are detailed in the attached Services Schedule.

6. COMMISSIONS & BENEFITS

We engage in a range of training, marketing, networking and other business development activities for the purpose of enhancing the skills and experience of our staff, the quality of our services delivered to clients and the efficiency of our operations, including the vetting, engagement and management of third party suppliers to clients. In the course of such activities, we and persons connected with us may receive various benefits, including:

- Sponsorship of training, networking and other events arranged by us or in which we are involved.
- Provision of or payment for training services for our staff.
- Provision, by potential suppliers to clients, of training, guidance, software and other materials and/or information relating to the products and services provided by that supplier, how they are provided and how they may most efficiently be utilised. For example, to maximise efficiency of delivery of services to clients, a bank may provide software assisting with delivery of banking services to clients utilising that bank and an insurer may provide training and other guidance assisting with claims management procedures.
- Reimbursement of the cost of vetting the suitability of potential contractors and other suppliers to clients, including in relation to licences, expertise and experience. For example, in order to enhance the suitability and quality of third-party supplies to clients, this may involve generation of a list of suppliers considered suitable for supply of specified products and services, e.g. to identify contractors with the necessary expertise, equipment and licence to conduct work involving asbestos contaminated materials.
- Concessional pricing of products and services provided to us on behalf of clients by third-party suppliers, e.g. concessional pricing negotiated by us with contractors on the basis that they will or may be engaged on behalf of multiple clients.
- Provision of entertainment, Christmas gifts and other benefits permitted by law aimed at enhancing networking within the strata industry, with a view to us and our staff familiarising ourselves with a broad range of participants in the strata industry and the services they provide and in so doing enhance access to and efficient utilisation of the services of potential suppliers to clients.

We expect to receive monetary commissions, training services, gifts or other benefits connected with the our performance of our functions or our provision of services to you as strata managing agent, i.e. benefits linked to us engaging suppliers to you. We estimate that such benefits will have the value specified in the attached Commission Schedule during the 12 month period commencing on the date of this agreement. You authorise us to receive such benefits and any other benefits which may subsequently be disclosed to you.

SERVICE SCHEDULE

In connection with the exercise of our functions as Strata Managing Agent under the Agency Agreement to which this proposal is attached, the extent of our authority (and any limitations on that authority) to perform the following duties is as specified below:

Duty	Full Authority	Limited Authority	No Authority
Undertaking the financial management of funds and books of account	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices and minutes of meetings)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arranging building inspections and reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do so and detailing limitations on expenditure that may be incurred by the agent without obtaining the approval of the person on behalf of whom the agent is acting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paying disbursements and expenses incurred in connection with the agent's management of the scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arranging insurance cover for the scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Serving notices to comply with a by-law	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing the sinking fund and the administrative fund	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undertaking steps necessary to recover any money owing in relation to levies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Representing the owners corporation or association in tribunal or court proceedings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paying accounts in relation to the scheme (for example, accounts for water charges, council rates and maintenance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The services which we will provide, subject to the provisions of the agency agreement and our charges for them, are set out below:

*Please note the \$80 fixed disbursement is **not** charged per line item, it is charged per lot per annum and includes **ALL** of the line items as mentioned below

Function/Service	Primary Service	Further Service	Charging basis (if further service)	Limitation on Authority (if any)
Financial Management & Books of Account				
Initial set up of statutory accounts for the Scheme following our appointment	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Establish trust account in our general trust account	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Maintain statutory accounting reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Prepare statutory accounting reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Establish and maintain bank accounts and prepare bank reconciliation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Taxation related activities including ABN registration, engagement of accountants to prepare BAS and other taxation returns	<input type="checkbox"/>	<input checked="" type="checkbox"/>	At cost	
Activities relating to employees of the owners corporation including maintenance of records and payment	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Establish and maintain investment accounts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Any other service relating to financial management of funds and books of account not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee

Documents & Records				
Initial set up of records for the Scheme following our appointment, including software integration.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$750 for > 20 lots	
Maintain common seal	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Maintain strata roll, including review related notices of interests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Maintain minute book	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Maintain routine correspondence	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Facilitating inspection of records pursuant to Section 182 of the Strata Management Act 2015	<input type="checkbox"/>	<input checked="" type="checkbox"/>	An amount equal to the statutory fee payable by the inspecting party to the strata scheme	
Providing strata information certificate under Section 184 of the Strata Schemes Management Act 2015	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As per regulations payable by the requesting party. If request is urgent (24 hour turnaround) then the price is double.	
Scanning documents if sent by email, posted on line or prior to handover or destruction of physical records	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Arranging the handover of Your books, records and accounts to another strata managing agent if appointed by court order or tribunal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$500	
Arranging the handover of Your books, records and accounts to you on expiry or termination of our appointment or as required by law.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$500	

Liability limited by a scheme approved under Professional Standards Legislation.

Function/Service	Primary Service	Further Service	Charging basis (if further service)	Limitation on Authority (if any)
Expenses incurred maintaining records of the scheme, including costs of storing records with a storage facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Any other service relating to maintenance of documents and records not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rate	Subject to the instruction of the Owners Corporation or Strata Committee

Disbursements and Expenses				
Paying disbursements and expenses incurred in connection with our management of the scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Expenses incurred from Governing Body such as (but not limited to) LPI, Service NSW, Work Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	At Cost	
Any other service relating to payment of disbursements and expenses not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rate	Subject to the instruction of the Owners Corporation or Strata Committee

Repairs and Maintenance				
Arrange work order and quotations for standard repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Checking accreditation, licenses and insurances for all engaged contractors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Arranging for appropriately qualified contractors and consultants to inspect and maintain statutory compliance	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Any other service relating to repairs and maintenance not listed above, including major remedial works, non-standard repairs and quotes for works under \$1,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rate	Subject to the instruction of the Owners Corporation or Strata Committee

Building Inspections and Reports				
Arranging fire safety statements and inspections required in order to ensure compliance with the Work Health and Safety Act 2011 or other legislation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Executing the Annual Fire Safety statement on behalf of the owners corporation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$500 per AFSS	
Any other service relating to building inspections and reports not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rate	Subject to the instruction of the Owners Corporation or Strata Committee

Function/Service	Primary Service	Further Service	Charging basis (if further service)	Limitation on Authority (if any)
Insurance Cover				
Arranging insurance valuations as required by law	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Arranging insurance quotations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Included on the basis a Broker is to be appointed	
Effecting insurance cover for the scheme Note: Where the Owners Corporation arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the agent is indemnified by the owners corporation to the extent of the liability contributed by an act, omission or negligence on behalf of the owners corporation or third party in placing the insurance cover.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Included on the basis a Broker is appointed. If insurance is not arranged through the Managing Agent, a fee of 10% of the total premium will be charged	Approval of Strata Committee required before effecting cover, if no response received 24 hours prior to renewal, Strata Manager is duly authorised to effect insurance cover renewal.
Lodging and pursuing standard insurance claims	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Included on the basis a Broker is appointed	
Any other service relating to insurance not listed above or if a Broker is not appointed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rate	Subject to the instruction of the Owners Corporation or Strata Committee

By-Laws				
Serving notices to comply with a by-law	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Making of by-laws or amendments to existing by-laws,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Role limited to convening meetings, instructing solicitors and updating consolidated by-laws maintained for Client
Any other service relating to by-laws not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee

Capital Works Fund & Administrative Fund				
Prepare capital works fund and administrative fund budgets	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Arranging for the provision of 10 year capital works fund plan by appropriate consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Subject to the instruction of the OC or SC
Arranging for review of 10 year capital works fund plan by appropriate consultant as required by law	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Any other service relating to management of the capital works fund and administration not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee

Liability limited by a scheme approved under Professional Standards Legislation.

Function/Service	Primary Service	Further Service	Charging basis (if further service)	Limitation on Authority (if any)
Levy Recovery				
Establish levy payment facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Issue levy notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Issue overdue levy notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$40 per notice, 30 days in arrears. \$70 per notice, 60 days in arrears (payable by owner)	
Issue letter of demand prior to taking recovery action	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$100 per notice, payable by lot owner, 90 days in arrears	
Instructing collection agency and/or solicitors to commence and pursue recovery action	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Any other service relating to levy recovery not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee

Representation in Proceedings				
Preparation for and attendance at tribunal proceedings representing you	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Management of the building defect rectification process including dealing with owners issues and complaints, arranging the engagement of lawyers and other consultants, arranging access and ancillary services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Engaging appropriately qualified lawyers to provide legal advice and/or represent You in court or tribunal proceedings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Any other service relating to representation in proceedings not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the OC or SC

Payment of Accounts				
Receiving, processing and paying invoices relating to the Scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Any other service relating to payment of accounts not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the OC SC

Function/Service	Primary Service	Further Service	Charging basis (if further service)	Limitation on Authority (if any)
Administrative Duties in relation to Meetings				
Arranging and undertaking administrative duties in relation to annual general meetings – limited to first 2 hours during our normal office hours.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Arranging and undertaking administrative duties in relation to annual general meetings – in excess of first 2 hours or outside our normal office hours	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	
Reschedule cancelled meeting or reconvene adjourned meeting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$99 In addition to Hourly rates for time incurred	
Expenses incurred arranging meetings, including venue cost (if not at our office), refreshments, security, interpreter services and any facilities We consider necessary or appropriate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	At cost plus Hourly Rates	
Arranging and undertaking administrative duties in relation to other general meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Any other service relating to payment of meetings not listed above	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the OC or SC

Other				
Issue security keys/passes and maintain register	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Reissue lost/stolen key/pass	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Ingoing and Outgoing Telephone calls on behalf of the Owners Corporation or Strata Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Printing in both black and white and color on behalf of the Owners Corporation or Strata Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
Monthly reporting to committee including updates on all current and outstanding matters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixed Disbursement Fee \$80 inclusive	
After Hours Emergency Callouts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Charged as per BPS rates	
Any other services which We agree to provide to You at your request, which are not specified to be Primary Services under this agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the OC or SC
Any services which are not specified to be Primary Services under this agreement and any additional time spent performing Primary Services which We, acting reasonably, determine are necessary or appropriate in order to comply with changes in the law, including the Management Act.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hourly Rates	Subject to the instruction of the Owners Corporation or Strata Committee
Stratify Software – owned and retained by the Owners Corporation, including document storage and installation of Apps on mobiles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$40 per lot, per annum	
Ebix Trades Monitor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$80 + GST per annum	

1. All charges are exclusive of GST unless expressly stated to be inclusive of GST.
2. Unless otherwise specified, our fees for Primary Services will be the Management Fee specified in page 1 of the agency agreement to which this proposal is attached.
3. Unless otherwise specified, all Further Services will be charged at hourly rates on the following basis:
 - The charge will be calculated on a time costing basis for the time incurred by Us or our staff providing the Further Service

- Managing Director	\$250 exc GST
- Strata Manager	\$200 exc GST
- Accounts Manager	\$175 exc GST
- Administration staff member	\$150 exc GST
 - Further Service requiring time spent outside our normal office hours Hourly rates + 50 % (excluding convened Strata Meetings).
 - These rates will be charged proportionately for work involving a shorter period than one hour, based on 30 minutes time units. For example, the time charge for an attendance of up to 30 minutes will be 30 minutes and the time charged for an attendance between 30 and 60 minutes will be 60 minutes.
 - We may, without obligation to do so, increase such hourly rates, but not more than once in any 12 month period, by the greater of 5%.
4. Fixed Disbursement Fee – This Fee is calculated and determined based on the size of your Strata Scheme and is charged per lot on an annual basis. This fee is determined to keep costs low for owners Corporations and to allow for more accurate budgeting and preparation of expected costs. This reduces your further services fee and includes many disbursements such as printing and telephone calls which are usually charged separately as a Further Service’.
5. Unless otherwise specified, expenses incurred in performing our functions or providing services under this agreement will be charged at cost to us plus an administration charge of \$100 exc GST.
6. Leveraging on our knowledge and expertise over the years in the operations and management of many strata, company, community and neighbourhood schemes, we have entered into a joint venture arrangement with CIB Brokers through a related company (XYZ) to provide insurance brokerage services to your scheme. Using our economies of scale, we believe that you will be provided with competitive rates and services in the insurance market. We disclose (and you acknowledge) that we shall obtain insurance quotations from CIB Brokers and that our related company has a business relationship with CIB Brokers as an authorised representative. You are not obliged to use any of the services of CIB Brokers under the Strata Agency Agreement with the Agent.

COMMISSION SCHEDULE

Provider	Nature of Benefit	Estimated amount or value of Benefit	Connection with Agent's functions or services
Examples - Commission (however not limited to)			
SCI/CHU/SUU/Longitude/Flex	Insurance Commissions	Up to 20% of policy amount	Commission on insurance effected for You

STRATA MANAGEMENT AGENCY AGREEMENT

Agent/Licensee	
Name:	AscendCorp Strata Pty Ltd
Trading name:	AscendCorp Strata
ABN:	13 629 540 772
Licence number:	10082830
Professional indemnity insurance cover:	\$2,000,000 any one Claim and \$4,000,000 in the aggregate
Address:	PO Box 419 NORTH SYDNEY NSW 2059
Phone:	02 9799 1111
Email:	info@ascendcorpstrata.com.au

Client	
Name:	The Owners – Strata Plan No. 67851
ABN (if registered):	
Address of scheme property:	200 William Street Woolloomooloo NSW
Address for service:	200 William Street Woolloomooloo NSW
Representative:	Matthew Perkins
Phone:	
Email:	matt@perkins.id.au

Contract Particulars:	
Commencement Date of Appointment:	TBA
Term of Appointment (maximum 3 years):	12 months
Management Fee (annual):	\$8,360 + GST
Fixed Disbursements (annual):	\$ 3,040 + GST

EXECUTED by the parties as an agreement

Dated:

EXECUTED by the AGENT pursuant to Section 127 of the Corporations Act 2001 by:

Signature:		Signature:	
Name:	Sarah Walmsley	Name:	Ryan Walmsley
Capacity:	Director & Secretary	Capacity:	Director

Affix Common Seal here

THE COMMON SEAL of the CLIENT was affixed on _____ in the presence of the persons named below, being persons authorised by Section 238 of the SSMA to witness and attest the affixing of the common seal:

Signature:		Signature:	
Name:		Name:	
Capacity:		Capacity:	
Signature:			
Date received:			
Name:			

STRATA MANAGEMENT AGENCY AGREEMENT

1. Appointment & Services

- 1.1 You appoint Us as your strata managing agent, for the Term, with effect from the Commencement Date and You warrant that You have authority to enter into this agreement and to make this appointment.
- 1.2 For the purpose of performing our functions as strata managing agent and providing you with services under this agreement, You delegate to us the functions specified in the attached strata management proposal. The extent of our authority to act as agent on your behalf in providing services under this agreement is set out in that proposal.
- 1.3 You must provide us with any further instructions, information or other assistance reasonably requested by us for the purpose of performing our functions under this agreement.
- 1.4 Delegation to us of functions and authority to carry out those functions does not of itself oblige us to perform those functions. Our obligation to perform functions delegated to us and to provide particular services will be as follows:
 - a. We will perform those duties which are specified to be Primary Services.
 - b. We may perform such of the services as are specified to be Further Services, if you request us to do so and if we in our discretion agree to do so. We will act reasonably in exercising that discretion.
 - c. Unless required by law, we are not required to provide a Primary Service or Further Service if:
 1. Any payment due to us under this agreement is in arrears.
 2. You have failed to provide any further instructions, information or other assistance reasonably requested by Us in relation to the action required.
 3. Such action is of a specialist or technical nature outside our expertise and requiring engagement of an appropriate consultant.
 4. Such action would be in breach of the law, infringe any third party's rights or create a hazard to the safety of any person or property.
 - d. You grant us a right of first refusal, during the Term of our appointment, to provide Further Services to you and must not engage any person to provide a Further Service, unless we have declined a request by You to provide that Further Service.
- 1.5 We may, at your cost, without obligation to do so, take such measures as We, acting reasonably, consider appropriate for the purpose of ensuring that, in the course of carrying out the activities contemplated by this agreement, the requirements of the Work Health and Safety Act 2011 & Work Health and Safety Regulation 2011 ("WHS"), the Anti Discrimination Act 1977 NSW ("ADA") and the Disability Discrimination Act 2002 ("DDA") are satisfied, including:
 - a. engaging a contractor to take appropriate action to correct any issue pertaining to the common property which may present a hazard to the safety of any person or property.
 - b. engaging a contractor or consultant to provide such equipment and/or services as We acting reasonably determine are necessary in order to avoid discrimination under the ADA or DDA. For the avoidance of doubt, this may include measures to assist participation in meetings by persons with disabilities.
 - c. engaging a consultant to provide any report considered necessary or appropriate.

- d. engaging security personnel and/or security measures in order to ensure security at your meetings and/or attendance by our staff at your common property.
 - e. declining to enter into agreements on your behalf with third parties such as contractors, caretakers and building managers if We are not satisfied that proper procedures have been followed in order to ensure compliance with the WHS.
 - f. requiring You to review existing agreements with third parties, where the arrangements involve a risk of non-compliance with the WHS.
- 1.6 While we retain records for you, we may store them at our premises or at an offsite storage facility at your cost. To the extent permitted by law, we may make a digital copy of any documents and other physical records maintained for you and then either hand those records over to you or destroy them.

2. Fees & Charges

- 2.1 You must remunerate Us for the functions performed by Us and services provided by Us under this agreement as follows:
- a. You must pay us the Management Fee specified in page 1 of this agreement, by equal monthly instalments, monthly in advance, on the following basis:
 - 1. This represents our remuneration for the Primary Services and no additional fee will be payable for Primary Services, unless otherwise agreed.
 - 2. We may, without obligation to do so, increase the Management Fee, but not more than once in any 12 month period, by the greater of:
 - a. 5%.
 - b. The increase, in percentage terms, in the Consumer Price Index (All Groups) Sydney ("CPI") as between the date of review and the latter of the date of commencement of our appointment and the date of the last such review.
 - b. You must pay Us the charges for Further Services specified in the attached strata management proposal ("Further Service Fees"), on the following basis:
 - 1. We will invoice such Further Service Fees calendar monthly in arrears.
 - 2. You must pay a valid invoice within 14 days of the date of issue.
 - c. You must reimburse us for any expenses incurred by us in performing our functions and providing services under this agreement on the following basis:
 - 1. We will invoice such amounts calendar monthly in arrears.
 - 2. You must pay a valid invoice within 14 days of the date of issue.
 - d. We may, by written notice to You, set off any amounts due by You to Us against any amount due to You by Us.
- 2.2 With respect to charges relating to recovery of amounts due to you by third parties, including arrears levy contributions, we will on your behalf invoice debtors for any reimbursement of our collection fees to which you may be entitled, but you remain primarily liable for those fees.
- 2.3 Unless otherwise specified in this agreement, any fees payable pursuant to this agreement are exclusive of GST and if a party makes a taxable supply for the purposes of the A New Tax System (Goods and

Services Tax) Act 1999 ("GST Act"), the recipient of the supply must in addition to the consideration payable for the supply, at the time of payment of such consideration, pay an amount equal to the GST payable by the supplier in respect of the supply, but subject to receipt of a valid tax invoice.

3. Liability & Indemnity

- 3.1 To the extent permitted by law, You release us from all liability to You for any loss, damage, liability or expense ("Loss") incurred by You with respect to or arising from the performance or non performance of our functions under this agreement, to the extent that such Loss:
- a. Does not arise from our negligence in the provision by Us of services under this agreement which were actually provided.
 - b. Involves supply of goods or services by a third party, whether or not engaged by us.
 - c. Was caused by your own action or inaction, including failure to follow advice given by Us or any third party consultant.
 - d. Results from our reliance on false, misleading or incomplete instructions or information provided by you.
 - e. Arises from a defect in or danger or risk relating to your property.
 - f. Represents loss of profits or other consequential loss.
 - g. In any 12 month period, commencing on an anniversary of the Commencement Date of the Agent's appointment, exceeds the Liability Limit.
- 3.2 You indemnify Us in relation to any Loss incurred by us:
- a. In relation to any act or omission by us in relation to our functions under this agreement and any prior agreement with You.
 - b. arising from your breach of this agreement or negligence.
- including without limitation any claim made against us by any third party or any liability which we may have to any third party, except to the extent that we are liable to you for such Loss, notwithstanding Clause 3.1.
- ## 4. Termination:
- 4.1 After the expiry of the term, the agreement will automatically end unless the owners corporation extends the agreement in accordance with section 50(4) of the Act.
- 4.2 The agreement may be terminated at any time with the mutual consent of the parties.
- 4.3 Any notice to terminate under this agreement can only be given by the owners corporation if authorised by a resolution of the owners corporation at general meeting.
- 4.4 Despite this clause 5 and without affecting any of its other rights, the agreement may be terminated with immediate effect by written notice given by:
- a. the owners corporation:
 - 1. if the agent is in breach of the agreement and fails to remedy that breach within 28 days after the owners corporation serves a written notice on the agent providing particulars of the breach; or
 - 2. where the agent is an individual, the agent is declared bankrupt; or
 - 3. where the agent is a corporation, the agent is wound up or placed in administration or liquidation; or
 - 4. if the agent ceases to hold a strata managing agent's licence; or
 - b. the agent if:
 - 1. the owners corporation is in breach of the agreement and fails to remedy that breach within 28 days after the agent serves a written

notice on the owners corporation providing particulars of the breach; or

2. an order by a Court is made for the variation or termination of the strata scheme under Part 9 or 10 of the Development Act; or

3. the owners corporation fails to pay any moneys owed under this agreement after the agent serves a written notice of 28 days on the owners corporation providing particulars of the amount outstanding; or

4. the owners corporation fails to comply with any law or fails to provide adequate instructions or prevents the agent from carrying out its obligations under this agreement after the Agent serves a written notice of 28 days on the owners corporation providing particulars of the breach.

4.5 The agreement is terminated on the appointment of a strata managing agent under section 237 of the Act to exercise or perform all the functions of the owners corporation and, if so terminated, the agent will not be entitled to:

(a) any remuneration by way of commission, agreed services fee, additional services fee, charges or otherwise in respect of any period after the termination; or

(b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

4.6 In the event of termination, the agent must provide all books, records, accounts, funds and property of the owners corporation in the agent's possession to the secretary of the owners corporation, or persons nominated by the secretary of the owners corporation, within seven (7) business days.

5. Interpretation

5.1 The following provisions, required by the Property Stock and Business Agents Act 2002 ("Agent's Act") and Property Stock and Business Agents Regulation 2014 ("Agent's Regulation"), will apply notwithstanding any contrary provision in this agreement:

a. We do not have and may not exercise any of the powers, authorities, duties or functions of the owners corporation, association or strata corporation that are conferred on another strata managing agent or managing agent appointed for the owners corporation, association or strata corporation for the time being under section 237 of the Strata Schemes Management Act 2015 or section 85 of the Community Land Management Act 1989.

b. This agreement is terminated on the appointment of a strata managing agent or managing agent under section 237 of the Strata Schemes Management Act 2015 or section 85 of the Community Land Management Act 1989 to exercise or perform all the functions of the owners corporation, association or strata corporation.

c. We are not entitled to any remuneration by way of commission or otherwise in respect of any period after termination of this agreement as referred to in paragraph b.

d. We are not entitled to any payment (in the nature of a penalty or otherwise) by reason of the early termination of this agreement as referred to in paragraph b.

e. We are not entitled to indemnity against any liability to pay a fine that arises by virtue of section 57 of the Strata Schemes Management Act 2015.

5.2 Definitions and Interpretation - for the purposes of construing this agreement, the following principles of interpretation will apply:

a. "CPI" as at a date means the Consumer Price Index (All Groups) Sydney last published before that date.

b. "Liability Limit" means the amount so specified under the heading "Contract Particulars" in the front page of this agreement or if no amount is specified, the amount of professional indemnity insurance cover available to us in relation to such loss.

c. "We" and "Us" means the agent so named in page 1 of this agreement.

d. "You" and "Scheme" means the client so named in page 1 of this agreement.

e. Words and expressions defined in legislation will have the same meanings when used in this agreement.

f. A reference to any legislation includes a reference to any regulation or other delegated legislation under that legislation, as well as a reference to any legislation amending or replacing that legislation.

g. An obligation on the part of two or more parties binds them jointly and each of them severally.

h. This agreement represents the whole of the parties' agreement regarding its subject matter and supersedes any prior understanding, representations and/or agreements, unless expressly reproduced in this agreement.