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**Strata Schemes (Freehold Development) Act 1973
Sections 28R to 28W**

**STRATA MANAGEMENT STATEMENT
"MARQUIS"
200 WILLIAM STREET, WOOLLOOMOOLOO**

This statement operates as an agreement binding the owners corporation of a strata scheme forming part of the Building, and the owners of (and other persons having certain interests in) each lot in that strata scheme.

1. Definitions and Interpretation

1.1 Definitions

In this Statement, unless a contrary intention appears:

Access Key means a key, magnetic card or other device or information used in the Building to open and close doors, gates or locks or to operate alarms, security systems or communications systems.

Act means the Strata Schemes Management Act 1996.

Adjudicator means a Strata Schemes Adjudicator appointed under section 217 of the Act.

Annual General Meeting means the annual meeting of the Building Management Committee referred to in clause 2.6.

Approved Insurer has the meaning assigned to it by the Act.

Authorised Person means in respect of any Owner every person authorised by that Owner in accordance with clause 8 in this Statement.

Authority means any government or local government department or any local or statutory authority or any other authority having jurisdiction or authority in relation to the Building.

Building means the building erected for the time being upon 200 William Street, Woolloomooloo, New South Wales, at the date of the registration of this Statement.

Building Management Committee means the Building Management Committee constituted pursuant to clause 2.1.

Business Day means any day that is not a Saturday, Sunday or gazetted public holiday in New South Wales.

Commercial Building means the part of the Building affected by the Commercial Strata Plan.

Commercial Owners Corporation means the Owners Corporation constituted by section 11 of the Act on registration of the Commercial Strata Plan.

Commercial Strata Plan means the strata plan subdividing Lot 100 in the Stratum Plan into lots and common property under the Act.

Conducting Medium means any wire, cable, pipe, line, duct, chute, drain, Equipment, water storage tank, cooling tower, kitchen or other exhaust flue or duct or other apparatus within the Building through or in which a Service passes or is stored or contained existing at the date of registration of this Statement.

Council means the council or authority having jurisdiction or authority to approve the development or redevelopment of the land on which the Building is erected.

Damage Policy has the meaning assigned to the phrase "damage policy" by section 83 of the Act.

Defaulting Owner means an Owner which fails to pay its Share of the Shared Costs.

Employees means employees, servants, agents and contractors.

Equipment means any aerial, TV aerial, any sky channel dish or any other communications equipment.

Functions includes power, authority and duty.

Governmental Agency means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Insurances means:

- (a) all insurances required by the Act to be taken out by the Owners including, without limitation, a Damage Policy for the Building with an Approved Insurer; and
- (b) any other insurance determined by the Building Management Committee to be Insurances.

Management Fee means any remuneration agreed by the Owners to pay to any manager appointed pursuant to this Statement.

Manager means any person appointed by the Building Management Committee to perform such functions of the Building Management Committee as it determines.

Operating Costs means the costs of operating the Shared Facilities (including but not limited to the repair costs and electricity costs), and where the actual cost is not known means an estimate determined by the Building Management Committee.

Ordinary Resolution means a motion of the Building Management Committee in favour of which more than 50% of the votes of the Representatives present and entitled to vote are cast.

Owner means the Commercial Owners Corporation or the Residential Owners Corporation and **Owners** means both of them.

Owners Corporation means any of the Commercial Owners Corporation and the Residential Owners Corporation, as the context requires.

Parcel has the meaning set out in the Act.

Repair means to clean, repair, maintain, renew, renovate or replace and **Repaired** or **Repairing** have the corresponding meaning.

Representative means a natural person appointed or selected in accordance with a special resolution or by-law made by an Owners Corporation for the purposes of clause 3.2.

Residential Building means the part of the Building affected by the Residential Strata Plan.

Residential Owners Corporation means the Owners Corporation constituted by section 11 of the Act on registration of the Residential Strata Plan.

Residential Strata Plan means the strata plan subdividing Lot 101 in the Stratum Plan into lots and common property under the Act.

Service means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television or radio impulses or signals service.

Share means in respect of each Owner that Owner's proportion of the Shared Costs. The respective Shares of the Commercial Owners Corporation and the Residential Owners Corporation are set out in the table below.

Shared Cost	Proportion borne by Commercial Strata Plan	Proportion borne by Residential Strata Plan
Air conditioning	6%	94%
Lifts	5%	95%
Water usage	6.5%	93.5%
All other Shared Costs (except to the extent that the Owners otherwise agree)	20%	80%

Shared Costs means:

- (a) the Management Fee (if any);
- (b) the Operating Costs;
- (c) expenses in relation to the Insurances;
- (d) the cost of electricity supply and light globe replacement in the common property areas of both the Commercial Strata Plan and the Residential Strata Plan (this does not include electricity supply or light globe replacement in relation to the rooftop sign on Level 8 of the Commercial Strata Plan);
- (e) the cost of cleaning services to the common property areas of both the Commercial Strata Plan and the Residential Strata Plan;
- (f) the cost of water supplied to the Building (this does not include the cost of water supplied to any Strata Lot having its own water meter);
and
- (g) all other amounts determined from time to time by the Building Management Committee to be Shared Costs.

Shared Facilities means the facilities, machinery, plant and equipment common to the Building being (at the date of this Statement) the facilities generally described in Schedule 1 and such other facilities as may be determined by the Building Management Committee to be Shared Facilities.

Statement means this strata management statement.

Strata Lot means a lot in the Commercial Strata Plan or Residential Strata Plan.

Strata Schemes means the strata schemes constituted on registration of the Strata Plans of Lots 100 and 101 in the Stratum Plan and this Statement.

Strata Schemes Board has the meaning assigned by the Act.

Stratum Plan means deposited plan number 1040255.

Substitute Representative means a natural person appointed by or selected in accordance with a special resolution or by-law made by one or more of the Owners Corporations to exercise the functions of a Representative of that Owner in the absence of that Representative.

Unanimous Resolution means a motion of the Building Management Committee in favour of which 100% of the votes of the Representatives present and entitled to vote are cast.

Year means the consecutive period of 12 months during the term of this Statement the first commencing on the date of registration of this Statement.

1.2 Interpretation

In this Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Statement;
- (b) words importing the singular include the plural and vice versa;

- (c) words importing a gender include any gender;
- (d) expressions importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
- (e) a reference to a part, clause, party, annexure is a reference to a part of clause of, and a party, annexure, exhibit and schedule to the Statement;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulation, proclamation, ordinance or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances or by-laws issued under that statute; and
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Statement or any part of it. -

2. Building Management Committee

2.1 Establishment and composition

There is established a Building Management Committee comprised of the following Owners:

- (a) the Commercial Owners Corporation; and
- (b) the Residential Owners Corporation.

2.2 Each Owner may be represented for the purposes of the Building Management Committee by 2 Representatives or, in the absence of a Representative, a Substitute Representative. Notice in writing of the appointment of a Representative and a Substitute Representative must be given to the Building Management Committee.

*Commercial
Strata Management*

A Representative or Substitute Representative must vote at meetings of the Building Management Committee according to instructions from the Owners Corporation which appointed them.

2.3 Office Bearers

The Building Management Committee may:

- (a) appoint from the Manager, Representatives or Substitute Representatives, a chairman and a secretary for each meeting; and
- (b) appoint such other office bearers as the Building Management Committee considers necessary from time to time to perform such Functions as determined by the Building Management Committee.

2.4 Functions of the Building Management Committee

In addition to their functions elsewhere in this Statement, the functions of the Building Management Committee are to:

- (a) make decisions regarding the Insurances;
- (b) make decisions concerning the Shared Facilities including without limitation the manner in which, and by whom, they are to be Repaired;
- (c) make decisions concerning the Shared Costs, including without limitation:
 - (i) the manner in which they are to be paid;
 - (ii) the manner in which they are to be collected;
 - (iii) whether there should be a sinking fund (and if so, the manner, instructions and contributions should be made to, and monies paid from, the sinking fund);
 - (iv) the manner in which contributions to the Shared Costs should be banked, the manner in which, and by whom, cheques are to be drawn,

and other such matters relating to the Shared Costs.

- (d) consider and where appropriate make a call for the payment of a Shared Cost;
- (e) consider, and where appropriate make a decision concerning, a proposal submitted under clause 2.11;
- (f) make decisions regarding the appointment of a Manager, the remuneration of the Manager and the Manager's Functions;
- (g) monitor the performance of any Manager, appointed by it; and
- (h) deal with complaints made by any person affected by this Statement.

2.5 Annual General Meeting

- (a) The secretary must convene a meeting of the Building Management Committee if:
 - (i) the Building Management Committee decides to hold a meeting;
 - (ii) requested by an Owner; or
 - (iii) at least every 6 months.
- (b) The Building Management Committee must consider at the Annual General Meeting the matters referred to in clauses 2.4(a), 2.4(b) and 2.4(c) but without limitation to its right to consider such matters at any other meeting. The Building Management Committee may decide other matters at the Annual General Meeting.

2.6 Convening Meetings

- (a) An Owner may call a meeting of the Building Management Committee at any time by serving a notice on the other Owner. The notice must state the reason for the calling of the meeting and if it involves a proposal contemplated by clause 2.11 it may contain a form of the resolution which is proposed.

- (b) Such notice must give not less than 7 days notice of the date of the meeting and must nominate the venue for the meeting being a venue within the Building. In the case of an emergency, shorter notice may be given.

2.7 Notices and Minutes of Meetings

The Building Management Committee may effect procedures for preparing and distributing notices of meetings, agendas for meetings and minutes of all meetings and their distribution to each Owner.

2.8 Quorum

At any meeting of the Building Management Committee a quorum will be constituted if both Owners are represented. If a quorum is not present within half an hour from the time appointed for a meeting, the meeting will be adjourned for 2 Business Days to be held at the same time and at the same place notified for the original meeting.

2.9 Voting

At all meetings of the Building Management Committee each Owner is entitled through its Representatives to exercise two votes.

2.10 Building Management Committee Decisions

- (a) A decision of the Building Management Committee may be made by an Ordinary Resolution unless otherwise specified in this Statement.
- (b) The Building Management Committee may by Unanimous Resolution appoint one or more of its members to perform any of its powers, authorities, duties or functions.

2.11 Proposals

An Owner or a Representative of an Owner may submit to the Building Management Committee a proposal:

- (a) to modify or Repair a Shared Facility;
- (b) recommending an additional facility that an owner may wish to have installed as a Shared Facility in the Building;
- (c) to amend, terminate or renew a maintenance agreement in respect of a Shared Facility;
- (d) to enter into a maintenance agreement in respect of a Shared Facility;
- (e) appointing a Manager or a new Manager;
- (f) to vary any Manager's Functions; or
- (g) relating to the Insurances.

2.12 Amendments to this Statement

The Building Management Committee may by Unanimous Resolution amend this Statement. The Owners shall cause each such amendment to be registered as soon as practicable after the relevant resolution has been passed.

2.13 Service of Notices

- (a) A notice in connection with this Statement must be in writing.
- (b) A notice or other document may be served on the Owners Corporations in the manner contemplated by section 235(2) of the Act.
- (c) A notice or other document may be served on the Building Management Committee by serving it on the Owners severally.

2.14 Date when effective

Unless a later time is specified in it, a notice takes effect from the time it is received.

2.15 Receipt of Notices

A letter or facsimile is taken to be received:

- (a) if posted, on the second Business Day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

3. Rights and Obligations of Owners

3.1 Obligations of the Owners

The Owners must:

- (a) effect and maintain the Insurances;
- (b) ensure that the Building Management Committee is and remains properly constituted in accordance with the Act and this Statement;
- (c) ensure there is in place at all times a policy of the Building Management Committee regarding:
 - (i) the Repair of the Shared Facilities; and
 - (ii) the manner in which the Owners must contribute to the Shared Costs;
- (d) ensure that the Building Management Committee convenes an Annual General Meeting each Year and considers the matters referred to in clauses 2.4(a), 2.4(b) and 2.4(c); and

- (e) cause or permit and not do anything to hinder, the implementation of the decisions made by the Building Management Committee.

3.2 Appointment of Manager

- (a) The Building Management Committee may appoint a suitably qualified person to act as Manager and delegate to that person such Functions as it deems appropriate.
- (b) Notwithstanding such delegation under this clause, the Building Management Committee may continue to exercise all its Functions which the Manager has been authorised to perform.

4. Insurance

4.1 General requirements

The Building Management Committee must:

- (a) insure the Building under a damage policy according to the Act in the joint names of the Owners with an Approved Insurer;
- (b) effect building insurance with an Approved Insurer;
- (c) effect machinery breakdown insurance for Shared Facilities plant and equipment; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

4.2 Valuations

The Building Management Committee must have the Building valued for insurance purposes at least every two years.

4.3 Other insurances

The Building Management Committee may effect other types of insurance including, but not limited to:

- (a) office bearers liability insurance;
- (b) legal liability insurance for Shared Facilities (where appropriate);
- (c) workers' compensation insurance for its employees or contractors;
and
- (d) other insurances which the Building Management Committee resolves
to effect.

4.4 Regular review of insurances

Each year the Building Management Committee must:

- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies;
and
- (c) decide whether it needs to adjust current policies and, if so, adjust
those policies.

4.5 The secretary of the Building Management Committee must include a motion on the agenda for a meeting of the Building Management Committee to determine the matters in clause 4.4.

4.6 Insuring for new risk

The Building Management Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Building Management Committee or the Building.

5. Financial Matters

5.1 Contributions to Shared Costs

Each Owner must contribute to the Shared Costs and pay its Share. The manner in which the Shared Costs will be collected and paid shall be determined by the Building Management Committee.

5.2 Defaulting Owner

If an Owner fails to pay its Share, the other Owners who is not the Defaulting Owner may give to the Defaulting Owner not less than 14 days notice of its intention to pay the Defaulting Owner's Share and, if such failure continues after expiration of such notice, may pay the Defaulting Owner's Share of the Shared Costs and may recover that amount from the Defaulting Owner as a debt due and owing with interest at the rate of 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank. The interest is to be computed on a daily basis from the date on which the payment is made by the non defaulting Owner and is chargeable until payment in full of the amount and interest to the relevant non defaulting Owner. A certificate by the non defaulting Owner to the Defaulting Owner as to the amount payable by the Defaulting Owner is prima facie evidence of the fact.

5.3 Records and Books

The Building Management Committee must cause proper records and books of account to be kept of all of the items and costs contemplated by this Statement and must enter all matters and transactions usually entered in books of account kept by Owners Corporations or managing agents pursuant to the Act.

6. Rights and Obligations Relating to Services

6.1 Services Rights

Each Owner has at all times (subject to the provisions of this Statement) an unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the free and uninterrupted storage and passage of the Service to any extent consistent with the rights of other persons having the same or similar rights, along or through or in the Conducting Medium that is for the time being in that part of the

Building within the Parcel of the other Owner and applicable to that Service;

- (b) to carry out an inspection of the Conducting Medium to which the right relates;
- (c) in order to maintain the efficiency of any such Conducting Medium:
 - (i) to enter such part of the Building within the Parcel of the other Owners with such Employees in such manner as it reasonable in the circumstances;
 - (ii) to remain there for such reasonable time as may be necessary in the circumstances, for the purpose of Repairing such Conducting Medium or any part and for the purpose of making such excavations as may be reasonably necessary;

subject to the conditions that:

- (iii) part of the Building within the Parcel of the other Owners is disturbed as little as possible; and
- (iv) any excavated surface is restored as nearly as possible to its original stage; and
- (v) any other damage attributable to such operations is repaired.

6.2 Obligations Relating to Services

- (a) Where a Conducting Medium subject to the rights created by clause 6.1 is used exclusively by an Owner it must be maintained in good order and repaired by the Owner entitled to such rights at the sole expense of that Owner.
- (b) Where an Owner:

(i) has failed to carry out a responsibility imposed by sub-clause (a) of this clause 6.2; and

(ii) at least 7 days have passed since that failure first arose;

either or both of the non-defaulting Owners may take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense incurred from the Owner in default.

6.3 Joint Use of Services

Where a Conducting Medium subject to the rights created by clause 6.1 is used jointly by the Owners, so much of the Conducting Medium as is so jointly used in that part of the Building within the Parcel of an owner shall be maintained in good order and repaired by that Owner at the Owner's expense and that Owner may recover a proportion of such expense from the other Owner equal to the other Owner's proportion of Shared Costs.

6.4 Water usage for Strata Lot 1 in the Commercial Strata Plan ("Lot 1")

(a) Clause 1.1 (f) of the definition of "Shared Costs" excludes the cost of water supplied to any Strata Lot having its own water meter.

(b) The supply of water to Lot 1 shall be separately metered by the Building Management Committee to provide a separate measurement of the volume of water supplied to Lot 1 from the volume of water supplied to the Building as a whole.

(c) Within 5 Business Days of the Building Management Committee receiving from Sydney Water Corporation any account for water usage for the Building the Building Management Committee shall provide to the owner of Lot 1 –

(i) a copy of the Sydney Water Corporation account, and

(ii) a written calculation setting out –

- (A) the period to which the water usage for Lot 1 relates (being a period which as near as practicable coincides with the period of the water usage shown on the Sydney Water Corporation account),
 - (B) the volume of water supplied to Lot 1 during that period based on a reading of the separate water meter servicing Lot 1,
 - (C) setting out the cost per kilolitre of the water supplied to Lot 1 during the period (charged at the applicable rate applied by Sydney Water Corporation from time to time), and
 - (D) setting out the total cost of the water supplied to Lot 1 during the period.
- (d) The owner of Lot 1 shall be liable to pay to the Building Management Committee within 10 Business Days of receipt of the documents referred to in sub-clause (c) the cost of the separately metered water supplied to lot 1.
- (e) The Building Management Committee shall be responsible for promptly paying the Sydney Water Corporation account so as to ensure that the owner of Lot 1 (and each other owner of a Strata Lot having a water supply connection) remains at all times connected to water supply.
- (f) The Building Management Committee shall indemnify and keep indemnified the owner of Lot 1 from and against all losses suffered as a result of any disruption to the supply of water to Lot 1 where that disruption results from a failure on the part of the Building Management Committee to comply with its obligations under sub-clause (e) above.

7. Rights and Obligations Relating to Shared Facilities

7.1 Obligations to Keep Shared Facility in Site

Where a Shared Facility is located in a part of the Building with the Parcel of an Owner, that Owner shall permit such Shared Facility to remain on site and must not remove, alter or disturb it except at the direction of the Building Management Committee.

7.2 Inspection of Shared Facilities

Each Owner and its Authorised Persons has at all times, subject to the provisions of this Statement the unrestricted right to carry out an inspection of the Shared Facilities (or any of them) contained in that part of the Building within the Parcel of the other Owner.

7.3 Access for Repairing Shared Facilities

In order to maintain the efficiency of the Shared Facilities each Owner must permit any person authorised by the Building Management Committee from time to time:

- (a) to enter such part of the Building within the Parcel of that Owner and in such manner as is reasonable in the circumstances; and
- (b) to remain there for such reasonable time as may be necessary in the circumstances; for the purpose of Repairing the Shared Facilities and for the purpose of making such excavations as may be reasonably necessary to carry out such work,

subject to the conditions that:

- (c) part of the Building within the Parcel of the other Owner is disturbed as little as possible; and
- (d) any excavated surface is restored as nearly as possible to its original state; and

- (e) any other damage attributable to such operations is repaired.

8. Access Rights

8.1 Authorised Persons

Where an Owner seeks to exercise a right of access for the purpose of inspection created by clauses 6.1 (a), 6.1(b) or 7.2 such right may be exercised only by an Authorised Person approved by that Owner for this purpose and notified in writing to the other Owner.

8.2 Conditions of Access

In the exercise of its rights in clauses 6.1(a), 6.1(b), 6.1(c) and 7.2 an Owner:

- (a) must give the other Owner not less than 24 hours notice of its intention to enter the Building within the Parcel of the other Owner (except in the case of an emergency when no notice is required); and
- (b) must comply with, and ensure any Authorised Person complies with, the reasonable requirements of the other Owner when carrying out its rights in this clause.

9. Rights of the Building Management Committee to do Work in an Emergency

9.1 In an emergency, the Building Management Committee may do anything in the Building that:

- (a) an Owner should have done under this Statement; and
- (b) in the opinion of the Building Management Committee, the Owner has not done properly.

9.2 To exercise its rights under this clause 9, the Building Management Committee may:

(a) enter the affected part of the Building and stay there for as long as necessary; and

(b) do what is required to remedy the emergency.

9.3 The Owner that has not done what it should have done under this Statement (or not done properly) must pay the costs of the Building Management Committee for doing the work under this clause.

9.4 When the Building Management Committee exercises its rights under this clause, it must not interfere unreasonably with the lawful use of the Building.

9.5 The Building Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage it causes maliciously or negligently).

9.6 In this clause, references to the Building Management Committee include persons authorised by the Building Management Committee and service providers.

10. Inspecting the Books and Records of the Building Management Committee

10.1 An Owner may inspect the books and records of the Building Management Committee.

10.2 The procedure for inspecting the books and records of the Building Management Committee is:

(a) the applicant must apply in writing to the Building Management Committee; and

(b) the applicant must pay the Building Management Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Act requires for the inspection of the books and record of an Owners Corporation).

- 10.3 The Building Management Committee must allow the applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.
- 10.4 At the cost of the applicant, the applicant may take extracts from or copy the books and records of the Building Management Committee. The applicant cannot remove the books and records unless the Building Management Committee agrees.

11. Dispute Resolution

11.1 Notice of Dispute

- (a) If a dispute arises between the Owners in connection with this Statement then either of them may serve on the other Owners written notice of the dispute following which the provisions of this clause apply.
- (b) The Owners agree that:
- (i) they will undertake in good faith to use all reasonable endeavours to resolve a dispute which arises between them; and
 - (ii) If the Owners cannot resolve the dispute within 28 days after service of the notice, the dispute may be submitted for resolution in accordance with this clause.

11.2 Form of Notice

A dispute notice served under clause 11.1 must:

- (a) specify the matter in dispute;
- (b) identify the provisions of the Act, this Statement or other legislation relevant to the dispute;
- (c) set out the facts and other circumstances on which the notice given relies; and,

- (d) have attached to it copies of correspondence and other documents relevant to the dispute.

11.3 Referral of dispute

- (a) If a dispute has not been resolved within the period referred to in clause 11.1(b)(ii), or such other period as the Owners may agree then either of the Owners may give written notice to the other Owners that the dispute is to be referred for resolution by the Adjudicator in accordance with the provisions of the Act.
- (b) The parties agree that the provisions of Part 5 of the Act apply to any dispute.

11.4 Decision of Adjudicator

- (a) A decision of the Adjudicator or the Strata Schemes Board shall be deemed to be a decision of the Building Management Committee.
- (b) The Adjudicator and the Strata Schemes Board may exercise any Function conferred on the Building Management Committee.

12. Miscellaneous

12.1 Obligations Several

The obligations of the Owners under this Statement are several and not joint and accordingly no Owner incurs a liability to another party by reason only of the default of the other Owner.

12.2 Release

An Owner and its Authorised Persons and any Employee, whilst within the Parcel of the other Owner in the exercise of rights under this Statement, shall remain there at their own risk entirely and release to the extent not excluded by law the other Owner from all claims, liabilities and expenses incurred as a result of injury or loss of life or damage to property occurring within the Parcel of the other Owner unless such claim, liability or expense arises as a result of

negligence on the part of the other Owner or any of their agents, visitors or employees.

Schedule 1

Shared Facilities

1. FIRE PROTECTION SERVICES / \$4500.00
- 1.1 Drencher
- Location: William Street fire exit
- Purpose: To protect window and door openings
- 1.2 Hydrant Pipes
- Location: Throughout all areas of Building
- Purpose: To provide water to hydrants and hose reel locations
- 1.3 Fire Indicator Board (FIB)
- Location: Ground floor
- Purpose: To monitor detectors and initiate controls
- 1.4 Fire Brigade Booster Set
- (including valves, pipe work, riser and any other item of equipment required by any Authority in connection with the system)
- Location: Pump room
- Purpose: To control pressures in system
- 1.5 Fire Hydrant/Hose Reel Pump
- Location: Pump room
- Purpose: To pump water for fire hoses and hydrant

Note: For the avoidance of doubt fire protection services, wherever located but relating to fuel dispensing from lot 1 in the Commercial Strata Plan, are not Shared Facilities.

2. HYDRAULICS

2.1 Cold Water Booster Pumps

Location: Roof top plant room

Purpose: To maintain pressure in cold water system

2.2 Subsoil Pumps

Location: Basement pit

Purpose: Disposal of subsoil groundwater seepage

2.3 Common Water Services

Location: Basement

Purpose: Water entry from Sydney Water's main to point Building bifurcation

2.4 Common Sewer Drainage System

Location: Basement

Purpose: Sewage exit system to Sydney Water's main below Building

2.5 Water and Drainage Reticulation

Location: Throughout the Building

Purpose: Reticulation of hot and cold water and drainage services

2.6 Grease Arrestor

Location: Basement lowest level

Purpose: To remove grease from sewerage discharge

2.7 Sewerage Pump Out System

Location: Basement lowest level

Purpose: To pump out sewerage for fittings at a level below that of the main sewer connection

2.8 Common Stormwater Drainage Service

Location: Basement

Purpose: Stormwater exit to Council system

3. MECHANICAL SERVICES

3.1 Air Conditioning (Heat Rejection System)

(including cooling tower, pumps, condenser water reticulation pipework, valves and controls)

Location: Rooftop plant room

Purpose: Air conditioning units heat rejection

3.2 General Outside Air Supply System

(including supply fans, louvres, filters, silencer, ductwork, registers, fire dampers, electric heaters and all associated controls)

Location: All levels

Purpose: Provision of fresh air ventilation to lifts and lobbies

3.3 Service Room Extraction System

(including exhaust fans, silencer, ductwork, grilles, fire dampers and all associated controls)

Location: Level -1 (highest basement level)

Purpose: Extraction of waste air

3.4 Car Park Exhaust

Location: All car park levels, ground and first floors

Purpose: To extract fumes from car park areas

4. LIGHTING AND COMMON AREA

(including exit and emergency lights)

Location: All levels

Purpose: Provide access to the ground floor in the event of fire or emergency

5. LIGHTNING PROTECTION

Location: Roof plantroom, and down conductor

Purpose: Protection against lightning strikes

6. PERIMETER SECURITY AND ACCESS CONTROL SYSTEM

Location: Perimeter access points to the Building, lifts

Purpose: To provide access for residents and visitors

7. ROOF PLANTROOM, LIGHTING AND POWER

(including bulbs, fittings, wiring, check meter, transformers and meters and any other item of equipment required by any Authority in connection with the system)

Location: Roof plantroom

Purpose: To provide lighting and power for roof plant equipment operation and maintenance

8. TELECOMMUNICATIONS MAIN DISTRIBUTION FRAME

Location: Electrical room

Purpose: To distribute incoming telecommunications (telephone) cabling to Commercial Building and Residential Building

9. ELECTRICAL SWITCHROOM

Location: Electrical room

Purpose: To house main switchboard and meters, to provide electrical power to apartments and miscellaneous areas

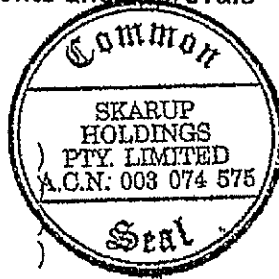
10. LIFTS

Location: All levels

Purpose: Vertical transportation

Signatures, consents and approvals

THE COMMON SEAL of SKARUP HOLDINGS PTY LIMITED (ACN 003 074 575) was hereunto affixed in accordance with its Constitution in the presence of:



C. M. Williams
Signature of authorised person

.....
Signature of authorised person

C. M. Williams
Print Name of authorised person

L. Allsup
Print Name of authorised person

Secretary
Office held

Director
Office held