



**LANDMARK  
LEGAL**

COMMERCIAL | ESTATES  
FAMILY | PROPERTY | WILLS

Landmark Legal Pty Ltd  
ABN 33 141 509 711

☎ 02 4943 5905  
☎ 02 4943 5940  
✉ admin@landmarklegal.com.au  
🌐 www.landmarklegal.com.au  
📍 Unit 105, 215 Pacific Hwy  
Charlestown NSW 2290  
📦 PO Box 146  
Charlestown NSW 2290

23 January 2020

Your Ref: Samara May Kelly  
Our Ref: KO:MT:16904

Simtersam Custodian Pty Ltd  
(atf Simtersam Custodian Trust)  
21 Flint Street  
STOCKTON NSW 2295

Dear Terry and Samara,

**Your Sale to Saker Nominees Pty Ltd**  
Property: 6/741 Excelsior Parade Excelsior Parade, Toronto

We are pleased to advise settlement of your sale is scheduled to take place on 28 January 2020.

We enclose the settlement adjustment sheet and our account for your information. Please confirm your bank account details for settlement purposes.

Please ring if there are any matters that require clarification.

Yours faithfully

Kevin O'Brien  
Solicitor



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Landmark Legal Pty Ltd  
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☎ 02 4943 3900  
☎ 02 4943 2040  
✉ [admin@landmarklegal.com.au](mailto:admin@landmarklegal.com.au)  
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23 January 2020

Your Ref: Samara May Kelly  
Our Ref: KO:MT:16904

Simtersam Custodian Pty Ltd  
(atf Simtersam Custodian Trust)  
21 Flint Street  
STOCKTON NSW 2295

Dear Terry and Samara,

Your Sale to Saker Nominees Pty Ltd  
Property: 6/241 Excelsior Parade Excelsior Parade, Toronto

We are pleased to advise settlement of your sale is scheduled to take place on 28 January 2020.

We enclose the settlement adjustment sheet and our account for your information. Please confirm your bank account details for settlement proceeds.

Please ring if there are any matters that require clarification.

Yours faithfully

Kevin O'Brien  
Solicitor

**SETTLEMENT ADJUSTMENT SHEET**

**SIMTERSAM CUSTODIAN PTY LTD SALE TO SAKER NOMINEES PTY LTD**

**PROPERTY: 6/241 EXCELSIOR PARADE EXCELSIOR PARADE,  
TORONTO**

Settlement: 28 January 2020  
Adjustments as at: 28 January 2020

	<u>Payable by Vendor</u>	<u>Payable by Purchaser</u>
Purchase Price		\$670,000.00
Less Deposit		\$67,000.00
Balance		<u>\$603,000.00</u>
 <b>Current Council Rates</b>		
For Period 1/01/2020 to 31/03/2020 - 91 days		
\$882.30 Adjusted as Paid		
Purchaser allows 63 days		
For period 28/01/2020 to 31/03/2020		\$610.82
 <b>Current Water/Sewerage Rates</b>		
For Period 1/11/2019 to 29/02/2020 - 121 days		
\$286.48 Adjusted as Paid		
Purchaser allows 32 days		
For period 28/01/2020 to 29/02/2020		\$75.76
 <b>Strata Levies</b>		
For Period 1/01/2020 to 31/03/2020 - 91 days		
\$5591.80 Adjusted as Paid		
Purchaser allows 63 days		
For period 28/01/2020 to 31/03/2020		\$3,871.25
 <b>Rent</b>		
Vendor allows 3 days for period 28/01/2020 to 31/01/2020 at \$1,510.56 per month	\$444.55	
Vendor allows for rental bond	\$5,077.00	

Purchaser allows for Section 184 Certificate (Inclusive of GST)		\$119.90
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Vendor allows for Discharge of Mortgage	\$143.50	
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Totals	\$5,665.05	\$607,677.73
Less Amount Payable By Vendor		\$5,665.05
<b>AMOUNT DUE ON SETTLEMENT</b>		<u>\$602,012.68</u>

Directions:-

Lake Macquarie City Council	\$1,775.25
Hunter Water Corporation	\$289.31
BCS Straits Management	\$25,086.71
PEXA settlement fee	\$114.07
Landmark Legal	\$2,759.90
Sintorsam Custodian Pty Ltd	\$571,987.44

Total		<u>\$602,012.68</u>
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## RECONCILIATION STATEMENT

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### Sintersam Custodian Pty Ltd Sale to Saker Nominees Pty Ltd

Property: 6/241 Excelsior Parade Excelsior Parade, Toronto

Settlement as at: 28 January 2020

Amount received on settlement as  
per the attached Settlement Sheet \$602,012.68

**LESS:**

To **Sintersam Custodian Pty Ltd** \$571,945.20  
Settlement proceeds

To *Lake Macquarie City Council*  
For payment of council rates \$1,775.25

To *Hunter Water Corporation*  
For payment of water rates \$289.31

To *BCS Strata Management*  
For payment of strata levies \$25,086.71

To *PEXA*  
Electronic Settlement fee \$156.31

To *Landmark Legal*  
on account of our costs &  
disbursements as per the attached  
Tax invoice \$2,759.90

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**\$602,012.68** **\$602,012.68**

*Plus, deposit held by our office of \$87,000.00*

*Plus, rental bond held by our office of \$5,077.00*

**Total funds you will receive: \$644,064.44**

# Landmark Legal

ABN 33 141 509 711

PO Box 146  
Charlestown NSW 2290  
Ph. 02 4843 3905  
Fax. 02 4843 2648  
admin@landmarklegal.com.au

## Tax Invoice

Simtersam Custodian Pty Ltd  
(ATF Simtersam Custodian Trust)  
21 Flint Street  
STOCKTON NSW 2295

Date: 23/01/2020

Invoice No: 4539

Due Date: 06/02/2020

Person Responsible: Kevin O'Brien

Matter: 16904  
Simtersam Custodian Trust

Memo: 16904 Simtersam Custodian Trust, Sale: Toronto Bare Trust

### Professional Fees

Date	Transaction No	Description	Amount	GST
23/01/2020	FE20030	To our professional costs for acting on your behalf in relation to the sale of 6271 Lakeside Parkway, Toronto. Professional costs include, taking instructions; establishing file; obtaining necessary title and property Certificates; drafting contract; corresponding with selling agent and client, corresponding with purchaser solicitor, liaising with all relevant parties for preparation of settlement and finalising settlement.	\$1,400.00	\$140.00
23/01/2020	FE20032	To our costs for reviewing, advising on option agreement, exercise of option and negotiations.	\$500.00	\$50.00
			\$1,900.00	\$190.00

### Disbursements

Date	Description	Description	Amount	GST
23/01/2020	Disburse	Station 184 Strata Certificate	\$109.90	\$10.90
			\$109.90	\$10.90

Invoice Amount: \$2,000.00

Tax: \$200.00

Total Amount: \$2,200.00

Amount Received: -

Balance Due: \$2,200.00

Kevin O'Brien

The following avenues are available to you if you are not happy with this bill:

1. Requesting an itemised bill
2. Discussing your concerns with us
3. Having our costs assessed
4. Applying to set aside our costs agreement.

There may be other avenues available in your State or Territory (such as mediation).  
For more information about your rights, please read the facts sheet titled 'Your right to challenge legal costs'. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

**Tax Invoice**

Simtersam Custodian Pty Ltd  
 (ATF Simtersam Custodian Trust)  
 21 Flint Street  
 STOCKTON NSW 2295

Date: 23/01/2020

Invoice No: 4540

Doc. Num: 000000000

Person Responsible: Roelof Stols

Matter: 191962  
 Simtersam Custodian Trust

Memo: 191962 Simtersam Custodian Trust, Lease; Saker  
 Family Trust

Professional Fees

Date	Transaction No	Description	Amount	GST
23/01/2020	000001	In our costs for determining outgoings, negotiations, reviewing proposed sub lease and issuing of draft notice for 6/241 Excelsior Parade, Toronto.	\$500.00	\$50.00
			<b>\$500.00</b>	<b>\$50.00</b>

Invoice Amount: \$500.00

Tax: \$50.00

**Total Amount: \$550.00**

Amount Received: -

Balance Due: \$550.00

Roelof Stols

The following avenues are available to you if you are not happy with this bill:

1. Requesting an itemised bill
2. Discussing your concerns with us
3. Having our costs assessed
4. Applying to set aside our costs agreement

There may be other avenues available in your State or Territory (such as mediation). For more information about your rights, please read the facts sheet titled Your right to challenge legal costs. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).



# LICENCE AGREEMENT

The Licensor AGREES to license the below property to the Licensee **AND** the Licensee AGREES to license the Premises from the Licensor on the following terms and conditions:

## 1. LICENSOR

Simtersam Custodian Pty Ltd  
21 Flint Street Ltd  
Stockton NSW 2295  
CAN 605 204 804

## 2. LICENSEE

Dr Philip Colman  
16 Everton Street  
HAMILTON NSW 2303

## 3. PREMISES

Lot 12/241 Excelsior Parade  
TORONTO NSW 2283

## 4. TERM

Commencing July, 2016 and thereafter weekly on THURSDAY and additional as required, the Licensor agrees to grant a licence for the exclusive use and occupation together with:

- . rights of ingress, egress and regress
- . carparking for one (1) car as allocated by the licensor from time to time
- . use of kitchen and toilet facilities.

The term shall be indefinite and terminable by either Party giving at least one (1) calendar month's notice at any time to the other Party.

## 5. PERMITTED USE

Medical consultations and associated services.

**6. RENTAL**

\$1180 + GST per day, including (i) consumption of electricity, water and gas; (ii) cleaning.  
Rent is to be paid in monthly arrears due to the nature of visiting site business operations.  
Where the Licensor is not registered for GST, the invoice is not to include any GST amount.

**7. INSURANCES**

The licensee shall effect and maintain public risk and professional indemnity insurance covers of \$20,000,000.00.

**8. EXCLUSIVITY**

For the duration of this Agreement, within the Property, the Licensor agrees to a grant of exclusivity to the Licensee AND not to grant any similar Permitted Use to a Third Party.

**9. BINDING AGREEMENT**

The Licensor and the Licensee HEREBY AGREE that the agreement hereby constituted shall be binding upon AND to be enforceable by each of them.

<b>LICENSOR</b>	<b>LICENSEE</b>
<b>Licensor Name</b>	<b>Licensee Name</b>
<b>Licensor's Representative's Name</b>	<b>Licensee's Representative's Name</b>
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>
<b>Date</b>	

From: 61433806323@optusmobile.com.au  
Subject:  
Date: 7 July 2017 at 11:13 am  
To: samkel10@tpg.com.au

other outgoings including (i) consumption of electricity, water and gas; (ii) cleaning.  
Rent is to be paid in monthly arrears due to the nature of visiting site business operations.

Where the Licensor is not registered for GST, the invoice is not to include any GST amount.

#### 7. INSURANCES

The licensee shall effect and maintain public risk and professional indemnity insurance covers of \$10,000,000.00.

#### 8. EXCLUSIVITY

For the duration of this Agreement, within the Property, the Licensor agrees to a grant of exclusivity to the Licensee AND not to grant any similar Permitted Use to a Third Party.

#### 9. BINDING AGREEMENT

The Licensor and the Licensee HEREBY AGREE that the agreement hereby constituted shall be binding upon AND to be enforceable by each of them.

LICENSOR	LICENSEE
Licensor Name SIMTENSAM CUSTOMER PTY LTD	Licensee Name Philip D. Corra
Licensor's Representative's Name SAMARA KELLY	Licensee's Representative's Name
Title Director	Title Proprietor DOLZOR / SOLA TRADE
Signature S Kelly	Signature Philip D. Corra
Date 4/7/17	

## LICENCE AGREEMENT

The Licensor AGREES to license the below property to the Licensee **AND** the Licensee AGREES to license the Premises from the Licensor on the following terms and conditions:

**1. LICENSOR**

Simtersam Custodian Pty Ltd  
21 Flint Street, Stockton NSW 2295  
CAN 605 204 804

**2. LICENSEE**

Oticon Australia Pty Ltd ABN: 19050487593  
Att: Group Property Manager  
PO Box 509  
North Ryde BC NSW 1670

**AND/OR**

Level 4, Building B  
11 Talavera Road  
Macquarie Park NSW 2113

**3. PREMISES**

Suite 7, 241 Excelsior Parade, Toronto

**4. TERM**

Commencing 2 May 2016 and thereafter weekly on Monday and fortnightly on Thursday, the Licensor agrees to grant a licence for the exclusive use and occupation together with

- rights of ingress, egress and regress
- carparking for 1 car as allocated by the Licensor from time to time
- use of kitchen and toilet facilities.

The term shall be indefinite and terminable by either Party giving at least 1 calendar month's notice at any time to the other Party.

**5. PERMITTED USE**

Audiometry and audiometric dispensing including the servicing, repair, maintenance and sale of hearing aids together with related merchandise and accessories.

From: 61433806323@optusmobile.com.au  
Subject:  
Date: 29 June 2017 at 8:07 am  
To: samkel10@tpg.com.au

**9. BINDING AGREEMENT**

The Licensor and the Licensee HEREBY AGREE that the agreement hereby constituted shall be binding upon AND be enforceable by each of them.

<b>Licensor</b>	<b>Licensee</b>
<b>Licensor Name</b> SinterSAM CUSTODIAN P/L	<b>Licensee Name</b> Oticon Australia Pty Ltd
<b>Licensor's Representative's Name</b> Amara Kelly	<b>Licensee's Representative's Name</b> Chris Kim
<b>Title</b> Director	<b>Title</b> Group Property off
<b>Signature</b> S. Kelly	<b>Signature</b> [Signature]
<b>Date</b> 28-6-2017	<b>Date</b> 26/06/2017