

TERMS SALE CONTRACT

DATED 16 MARCH 2020

BETWEEN

VENDOR: RUSSELL ALFREDSON and MICHELE ALFREDSON as the Trustees of the M & R Alfredson Superannuation Fund as to a 78.2% ownership as tenant in common in the land and buildings hereby sold.

PURCHASERS: KERRI-ANN LENORE BROOKS and STEVEN JAMES BROOKS of Norfolk Island.

LAND AND BUILDINGS SOLD: (the land)

Address: Taylor's Road Norfolk Island.

Present use: Portion 52h6 as Tourist Accommodation buildings

Description: All of the Vendor's right title and interest as tenant in common as to a 78.2% ownership as tenant in common in and to the land described as Lot 147 Section 21 Portion 52h6 area 3159 m2 more or less as per copy Plan attached hereto marked "A" and in and to all buildings and fixed improvements thereon.

PURCHASE PRICE: \$500,000.00 payable by the Purchasers to the Vendor in accordance with the terms of clause 2 of this Contract.

DEPOSIT: Nil sought by the Vendor who acknowledges that by entering into this Contract, the Purchasers have provided or will provide adequate and valuable consideration for the Vendor to accept the Purchasers within offer and to enter into this Contract.

DATE AND PLACE FOR SETTLEMENT: Within seven (7) days from the date of satisfaction of SPECIAL CONDITION 1 of this Contract at Norfolk Island.

The Vendor agrees to sell to the Purchasers who agree to purchase from the Vendor the Vendor's 78.2% interest in and to the land herein mentioned on the terms and conditions as per this Contract.

Reference herein to "Vendors" shall mean and include the within named Vendor and reference herein to "Purchaser" shall mean and include the within named Purchasers. Reference herein to the Vendor's 78.2% interest means and includes the Vendors 78.2% as is hereby sold by the Vendor to the Purchasers.

CONDITIONS

SPECIAL CONDITION

1. This Contract and its settlement is subject to the Purchasers obtaining approval of finance in the sum of \$100,000.00 from a lending authority of their choice and on terms and conditions acceptable to them. This condition is to be satisfied on or before the 31st March 2020 or such extended date as requested by the Purchasers.

Handwritten signatures of the Vendor (Russell Alfredson and Michele Alfredson) and the Purchasers (Kerri-Ann Lenore Brooks and Steven James Brooks) in blue ink.

SETTLEMENT

2. The Purchasers, shall pay the said Purchase Price of \$500,000.00 by a first installment of \$100,000.00 to the Vendors on the settlement date in exchange for possession of the Vendors 78.2% interest in and to the said land and property and inclusions as is described herein free of all encumbrances, liens and adverse interests other than as disclosed herein

The Purchaser shall pay the balance Purchase Price of \$400,000.00 (referred to as "the balance purchase money") free of interest to the Vendor by installments as provided by clause 3.

The freehold Land Title for the land hereby sold and signed Transfer of title document signed by the Vendor as required to transfer registered ownership of the 78.2% interest of the Vendor as is hereby sold to the Purchaser shall be placed and held in Escrow as per clause 4.

The Purchaser shall prepare and register with the Registrar of Titles, Kingston, the aforesaid Transfer of Title at the Purchasers' own cost.

PAYMENT OF PURCHASE PRICE

3. The Purchaser must pay to the Vendor the said balance purchase money of \$400,000.00 free of interest within ten (10) years from the settlement date of this Contract, by minimum calendar monthly installments of \$3,333.33 in advance commencing on the first day of the calendar month following the payment of the \$100,000.00 provided for by clause 2 hereof and calendar monthly thereafter. The Purchasers have the right to make additional payments in reduction of the said balance purchase money in multiples of \$10,000.00 each. Where the date for payment of an installment falls on a non banking day, then the date for payment of such installment extends to the close of business of the next banking day.

3.1 If default be made by the Purchasers in payment of any installment payable hereunder and such default is not remedied within sixty (60) working days of written notice of the occurrence of such default in payment by the Vendor to the Purchasers, the balance of purchase money then owing shall immediately and without further notice to the Purchasers, become due and payable and the Vendor shall thereafter and in addition to all other remedies available to the Vendor as per clause 6.1, 6.1.1 and 6.1.2, be entitled to regain possession of the Escrow documents referred to in clause 4 hereof together with regaining possession of the Vendors 78.2% interest in and to the said land and property and inclusions as is described herein.

Upon payment within the default period, any right or power of the Vendor to terminate the Contract by reason of that default shall cease and the Purchasers shall be deemed not to be in default under the Contract by reason of that default.

DOCUMENTS TO BE HELD IN ESCROW

4. The Vendor and the Purchaser agree that until payment is made of all moneys due and owing hereunder by the Purchaser to the Vendor under this Contract, that the following documents of title (i)(ii) and (iii) shall be placed in a security package (the Escrow Security Package) and deposited in Escrow with the Norfolk Island Branch of the Commonwealth Bank of Australia (the CBA) as the Escrow holder for the Vendor and the Purchasers

- (i) A Transfer of the said Vendor's 78.2% interest in the said land in favour of the Purchaser duly signed by the Vendor and the Purchasers.
- (ii) the Vendor's Certificate of Title for the said Vendor's 78.2% interest in the said land;
- (iii) A signed copy of the within Contract and;

For all purposes, the documentation referred to in the within clause 4. (i),(ii) and (iii) are included in the term "Escrow documents".

All costs and charges associated with the deposit of the said Escrow Security Package with the CBA and its release from Escrow shall be borne and payable by the Purchaser.

DOCUMENTS HELD IN ESCROW TO BE RELEASED TO THE PURCHASERS

5. Upon payment in full by the Purchasers of the said balance purchase money to the Vendor in accordance with clause 3 of this Contract, the Escrow Security Package and the Escrow documents therein shall on the request of the Purchasers, be released by the CBA to the Purchasers with the Vendor and the Purchasers co-signing such Authorities as may be required by the CBA for the release to the Purchaser of the said Escrow Security Package and its contents.

DOCUMENTS HELD IN ESCROW TO BE RELEASED TO THE VENDORS AND VENDORS' REMEDIES ON PURCHASERS' DEFAULT

6. Where the Purchasers have made default in payments provided by clause 3 hereof and which default has not been remedied by the Purchasers as provided by clause 3.1 hereof, the Escrow Security Package and the Escrow documents therein shall on the request of the Vendor, be released by the CBA to the Vendor with the Vendor and the Purchasers co-signing such Authorities as may be required by the CBA for the release to the Vendor of the said Escrow Security Package and its contents.

6.1 If the Purchaser fails to complete this Contract, the Vendor may affirm or terminate this Contract.

6.1.1 If the Vendor affirms this contract, it may sue the Purchasers for:

- (i) damages;
- (ii) specific performance; or
- (iii) damages and specific performance.

6.1.2 If the Vendor terminates this contract, it may in addition to any other remedies open to it, do all or any of the following

- (i) resume possession of the Vendors 78.2% interest in and to the said land and property and inclusions hereby sold and of the Escrow Security Package referred to in clause 4 hereof and the Escrow documents therein ;
- (ii) retain all the instalments of purchase moneys and of any interest paid;
- (iii) sue the Purchasers for damages; and
- (iv) must resell the Vendors 78.2% interest in and to the said land and property and inclusions hereby sold and account to the Purchasers for any

surplus net sale proceeds received after payment to the Vendor of all monies owing to the Vendor under this Contract.

RESALE

6.2 Where the Vendor terminates the Contract and resells the Vendors 78.2% interest in and to the said land and property and inclusions hereby sold, the Vendor may recover from the Purchaser as liquidated damages:

- (i) any deficiency in price on a resale; and
- (ii) expenses connected with this Contract, any repossession, any failed attempt to resell, and the resale;

provided the resale takes place within two years of termination of the Contract.

VENDORS DAMAGES

6.3 The Vendors may claim damages for any loss they suffer as a result of the Purchasers' default, including their legal costs on a solicitor and own client basis and the cost of any work or expenditure incurred in repairing, reinstating and cleaning the property for sale.

GENERAL CONDITIONS OF SALE

7. The Purchasers agree that pending payment of the final installment of purchase price they will maintain the property hereby sold in good order and condition and will not make any structural alterations or improvements to the property without the prior consent of the unpaid Vendors and which consent shall not be unreasonably withheld by the Vendors where such intended structural alterations or improvements improve the standard and/or condition of the property hereby sold.

8. The parties agree that exchange of this Contract shall be deemed to be effected and become binding upon the parties by the Purchasers or their Solicitor or agent, exchanging with the Vendors or their Solicitor or agent, a facsimile copy or a scanned PDF copy of the within contract signed by either or both Vendors or Purchaser.

9. In respect of all provisions of this contract, the parties each agree that time shall be of the essence of this Contract.

10. The Purchasers shall at their own cost keep all items hereby sold and having an insurable value or interest, fully insured and at his own risk up to and including the completion date.

11. The Vendors shall at their own cost keep all items hereby sold and having an insurable value or interest, fully insured and at his own risk up to and including the completion date.

12. Notwithstanding the completion of this sale and purchase, any general or special condition or any part of parts thereof to which effect is not given by such completion and capable of taking effect after completion shall remain in full force and effect.

13. Unless the context herein otherwise provides, references herein to the singular person shall include the plural and vice versa. Reference to any gender shall include any

[Handwritten signatures in blue ink]

other appropriate gender. Reference to the vendor means and includes the vendors described herein jointly and severally and their respective successors and assigns and reference to the Purchaser means and includes the purchaser described herein and his respective heirs, successors and assigns. Corporation means its successors and permitted assigns.

EXECUTED by the said parties as follows

SIGNED by the said Vendors
In the presence of

RM *m alhoda*

Witness

Dennis Nichols

Tracey Kettle

SIGNED by the said Purchasers
in the presence of

Daniel [unclear]

[Signature]

[Signature]

antres

[Signature]
notion

[Handwritten marks]

SEC 14

SEC 22

SEC 17

SEC 21

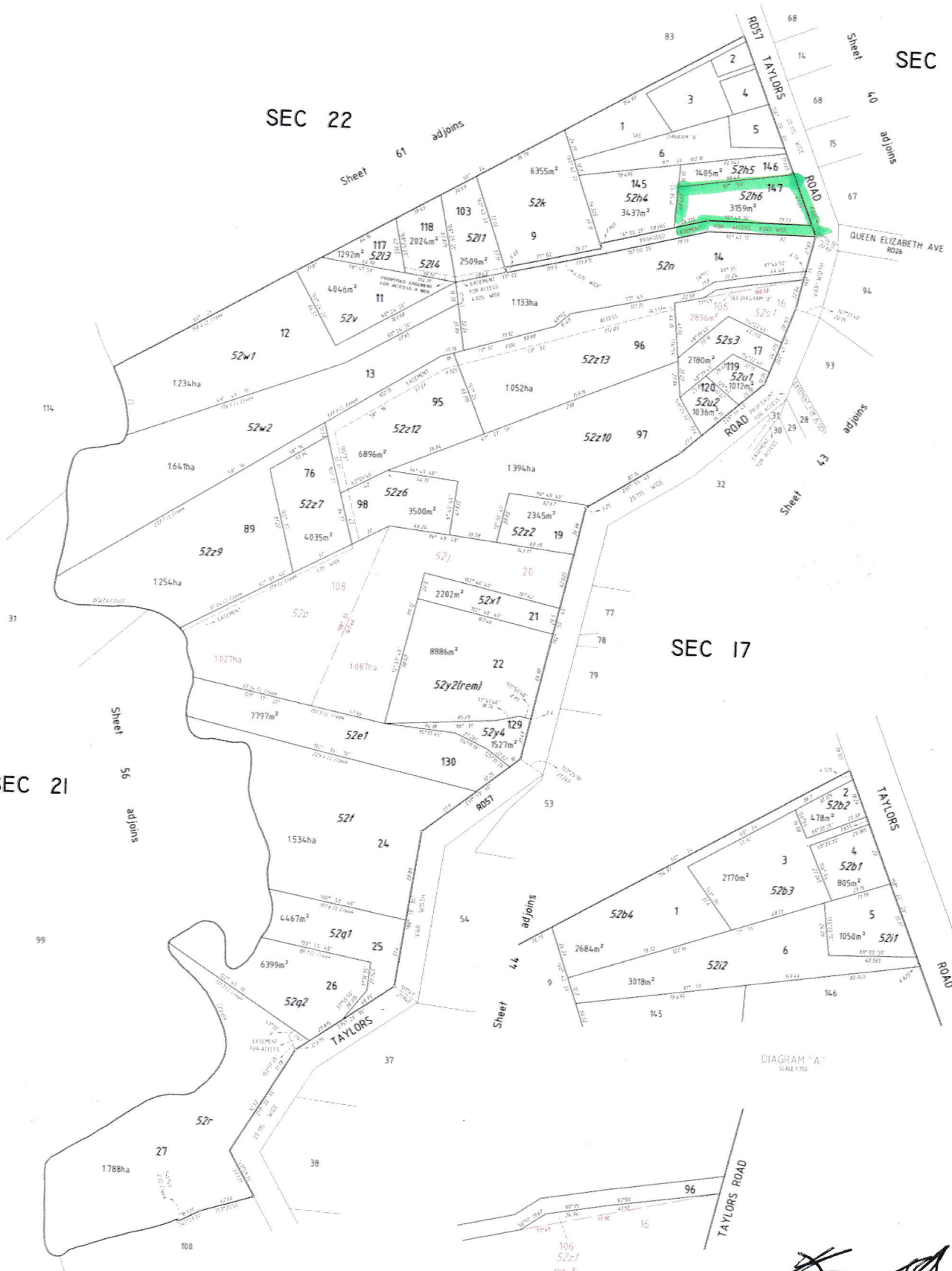


DIAGRAM "A"
SCALE 1:750

DIAGRAM "B"
NOT TO SCALE

ALL BEARINGS ARE BASED ON THE MERIDIAN

<p>COPIED FROM SURVEY AND TITLE INFORMATION FILE REFERENCE TO AUGUST 2015</p>	<p>NOTIFICATION AND AMENDMENTS</p> <p>BLK 1045 18 AND 19 AMENDED TO 1201 AND 1202 BY 50 PLAN 551 (11/1/1991)</p> <p>BLK 1045 AMENDED TO 1201 AND 1202 BY 52 PLAN 548 (19/1/1991)</p> <p>ROAD NUMBERS ADDED 117-120/2015</p> <p>SUBDIVISION OF PORTIONS 1201-1204 & 1206-1207, 1211 AND 1216 BY 24 PLAN 547 (06/15/2015)</p> <p>BLK 1045 18 AND 19 ADDED FROM 1045 PLAN 538 (19/1/1991)</p> <p>NUMBERING OF PORTIONS 1201-1204 & 1206-1207 INTO PORTION 1201, 1202, 1203 AND PORTION 1206, 1207, 1208 AND PORTION 1209, 1210 BY 50 PLAN 551 (11/1/1991)</p>	<p>I certify that this is sheet 55 of the Official Survey, redrawn under subsection 4(1) of the Official Survey Act 1978</p> <p>Surveyor General Date: 07/11/15</p>	<p>NORFOLK ISLAND OFFICIAL SURVEY</p> <p>SHOWING LOTS 1-6, 9, 11-14, 16-27, 76, 89, 95-98, 103-104, 106-108, 117-120, 129-130, 145-147 OF SECTION 21</p> <p>FORMERLY PORTION 52</p>	<p>ISSUE NO. 53</p>
<p>ORIGINAL PLAN OF SURVEY 09/8 09/45</p>	<p>Scale 1:750</p>	<p>Scale 1:750</p>	<p>Scale 1:750</p>	<p>SHEET NUMBER 55</p>