

Our Ref: NH:20/118

4 March 2020

Mr C H Theodore
Unit 5, 1A Somme Parade
EDITHVALE VIC 3196

Dear Mr Theodore

**Re: Your Purchase from Flanagan
Property: 1/2 Malibu Circuit, Carrum Downs**

Contract

We confirm having received a Contract of Sale dated from Cameron Industrial Commercial for the purchase of the above property at a price of \$232,500.00.

We note the balance of deposit monies are due to be paid no later than 27 February 2020 and advise you must ensure that full deposit monies totalling \$23,250.00 is paid by the due date to avoid being in default under the contract.

We confirm settlement of this matter is due on Wednesday, 27 May 2020. We are waiting for the vendor to confirm if we may bring the due date of settlement forward to a day in April 2020. Once a reply is to hand, we will contact you to discuss.

Electronic Settlement – PEXA

For over a decade the idea of replacing the current practice of handling bank cheques and legal documents at settlement with an electronic system has been an aspirational dream. However, after the commitment of many hours of work and resources by Governments, Conveyancers, Solicitors Banks and private investors that dream is now a reality.

PEXA (Property Exchange Australia) has arrived. PEXA enables Conveyancers, regulated financiers and government authorities to lodge data with the titles office, replacing some paper documents and most importantly, Certificates of Title. Electronic Conveyancing via PEXA is essentially a process for settlement, stamping and lodgement of property transactions electronically in an ever increasing paperless environment.

As electronic conveyancing is now mandatory, we enclose the Client Authorisation form and Australia Post form. Please take both forms to Australia Post to conduct your verification. The verifier will witness you signing the Client authorisation form and roll it into the report which will be sent electronically to our office within 24 hours. The costs to

complete the VOI is \$49.00 and paid by you. Please do not use any other form, as the barcode is unique to this office – all conveyancing/solicitors have their own barcoded form.

Title

We now enclose copy of the Plan of Subdivision to the property to enable you to check the position and measurements of the land.

We also wish to point out that there are Section 173 Agreements registered on the Certificate of Title which has been put in place to protect the subdivision and runs with the land.

We enclose a copy of a Restrictive Covenant which will bind you and anyone subsequently dealing with the land. If you are of the opinion the covenant has been breached, please contact this office immediately.

We advise that you may wish to lodge a Caveat over the title to protect your interest as purchaser. The cost will be **\$175.00**. In lodging a caveat your claim on the title is registered and should the vendor try to lodge a new mortgage or sell the home to someone else you will be alerted by the Titles Office. This is particularly important when the deposit paid by you is released to the vendor. It is also relevant to protect your interest between the time settlement takes place and the transfer into your name is actually lodged – even a delay of 2-3 days is sufficient time for an interested party to try to lodge a claim over Title.

Please indicate on the Client Information sheet if you wish a Caveat lodged. Payment can be added to your account at settlement.

Section 32 Statement

We note the property is in a **Industrial Zone**. Should you require a Schedule for the Zoning which outlines requirements and limitations of the property please let me know.

We also wish to point out the property is within or affected by areas of cultural heritage sensitivity.

We further note there is no gas or telephone connected to the property.

Transfer of Land

We will now prepare the Transfer of Land.

Authorities and Cost Disclosure

We enclose our Authority to Act on your behalf and request that you peruse this Authority. If you are happy with the terms of our relationship and the intended duties to be undertaken by our office on your behalf during the course of this Conveyance, we ask that you sign and return the enclosed Authority as soon as possible.

Further attached is our Cost Disclosure Statement which outlines the fees, charges and GST to be paid by you at settlement. For your information, this amount will be paid to our office by deduction of your mortgage funds and we will arrange our cheque directly with your Lender, when informing them of the total breakdown of funds required at settlement. Should you be providing cash, then we will request our cheque payment upon requesting the total balance of sale proceeds as directed by the Vendor.

Stamp Duty, Exemptions/Concessions and Government Grants

In order to aid you in budgeting, we set out an estimate of your expenses in respect of this transaction. Please note that this is an estimate only and is not to be taken as a tendering of our account.

***Government Fees**

Stamp duty on Transfer of Land	\$9,020.00
Land Titles Office registration fee on Transfer of Land	\$633.00
Land Titles Office registration fee on Mortgage	\$110.80
PEXA Electronic settlement fee – government regulated charge	\$114.07
	<hr/>
	\$9,877.87

Pre Settlement Tasks

If you are obtaining Mortgage finance, before we can book settlement, the Bank will require you to sign all Mortgage Documents and satisfy all their pre settlement requirements before they enable us to secure a booking for settlement. You should be aware that any failure to sign Mortgage Documents and satisfy their requirements, in advance to settlement could result in a delay of settlement. Should this occur, then you risk the Vendor charging Penalty Interest on the balance of purchase price.

Please be sure, that when you are signing any document that ALL signatures contained in the Contract and Loan Mortgage Documents are all reflective of one another, as any inconsistencies will cause a definite cancellation of settlement, as the Bank will not tolerate any differences.

You are also entitled to conduct a Final Inspection of the property within one week of the settlement date. Please ensure the property is in compliance with the Contract. You will need to contact the selling agent to arrange an appointment, and we suggest that you conduct the inspection 48 Business hours prior to the day of settlement. If you detect any missing chattels, faulty, or non working items, then you should contact our office to discuss. You may ignore this recommendation if you are purchasing vacant land.

Insurance and Protection

If you have not already done so we advise you should take out Insurance Cover over the property to protect your interest as purchaser.

During your conveyancing transaction, and with any property purchase, there are a number of risks present which even the most stringent due diligence cannot guard against. To protect against these types of risks, you may wish to consider a Title Insurance policy. You may wish to take out a title insurance policy with Stewart Title Limited. Please note that you will not be charged for our advice and service in relation to arranging a policy, but we will be in receipt of a processing fee for the time spent in ordering a policy on your behalf.

File Security/Management and Destruction

Pursuant to The Conveyancers Act 2006 we are required to keep your file and records for 7 years. The safest and most secure method of storage is at a proper records facility because of the personal and sensitive information contained in our files. Your file will remain in this secure facility for seven years until it is destroyed in an appropriate manner.

In compliance with the Conveyancers Act 2006 we advise that we hold Professional Indemnity Insurance with Resource Underwriting Pacific Pty Ltd. As a Member of the Australian Institute of Conveyancers (Victorian Division) Inc., we retain the law practice of Michael Benjamin & Associates of 117 Centre Dandenong Road, Dingley Village to assist with legal services when required in connection with this transaction.

Should you have any queries at any stage during this transaction or should you wish to make an appointment, please feel free to contact Noelle Hess who can address any concerns you may have.

Accordingly we look forward to the return of all the signed documents at your earliest convenience.

Yours faithfully

SUNNYOAKS CONVEYANCING

Per:

AUTHORITY TO REPRESENT PURCHASER

To: Sunnyoaks Conveyancing
("our representative")

And To: The Vendor and
The Vendor's Solicitor or Representative

Property: 1/2 Malibu Circuit, Carrum Downs VIC 3201

I, Craig Harold Theodore
("the Purchaser")

HEREBY AUTHORISE my representative named above to represent me on the purchase of my property referred to above including all matters relating to the Vendor's Statements pursuant to Sections 27 and 32 of the Sale of Land Act 1962, Contract of Sale, requisitions on title, Transfer of land, assisting my Mortgagee regarding preparation of mortgage documentation (if applicable), all other ancillary documents and in the arrangement of and attendance at settlement on my behalf.

FURTHER AUTHORISE my representative on my behalf to arrange for the preparation of all documents, to prepare and to sign all letters, to receive all correspondence, to send collect and receive all documents and papers, to make and receive all telephone communications and facsimile transmissions, to receive any moneys due to me/us and to give valid receipts for all documents and discharges.

We at Sunnyoaks Conveyancing wish to advise you that we may pay referrals to third parties. We hereby notify you that any referrals paid are borne by Sunnyoaks Conveyancing.

HEREBY AGREE to ratify and confirm whatever my representative shall do or cause to be done in my names and on my behalf in respect of the aforementioned purchase of my property and HEREBY DECLARE that this Authority is irrevocable.

DATED:

7/3/20

Signed by


Craig Harold Theodore

SUNNYOAKS CONVEYANCING
ABN 18 401 456 857
HOLDS PROFESSIONAL INDEMNITY INSURANCE AGAINST CIVIL LIABILITY



Costs Disclosure
Conveyancers Act 2006, Section 47

From: Name and address of conveyancing business

SUNNYOAKS CONVEYANCING,
 ABN: 88 169 882 357 Licence No.: 000004L

To: Name/s and address of client

Craig Harold Theodore of Unit 5, 1A Somme Parade, Edithvale VIC 3196

Regarding conveyancing transactions for the property (address, title, vol folio)

1/2 Malibu Circuit, Carrum Downs VIC 3201
 Certificate of Title Volume 12003 Folio 446

Cost details

The following is an estimate of costs:

Type of transaction	Cost amount (or if the amount is not known, the basis of the calculation)
Purchase of Property – standard fee (Incl. Transfer of Land, arranging settlement and effecting settlement and the usual general procedures required to effect settlement. Note that if any Owners Corporation Certificate is required, a further cost of \$160.00 for each Certificate will be charged by the Owners Corporation Manager. The \$160 fee is legislated by the Owners Corporation Act.	\$1,045.00 inc GST
Optional Services(If applicable) Trust Account Use Caveat Building Certificate from Council Drawing & Engrossing Nomination Forms Drawing & Engrossing Nomination Forms for a Super or Trust Fund Drawing & Engrossing Licence agreement Forms Drawing & Engrossing Pensioner Concession Forms Verification of Identification as required by Land Victoria File Saver Archive Storage Fee Variations to Contracts inc change of settlement date (if required)	\$120.00 \$175.00 \$88.00 \$120.00 \$220.00 \$330.00 \$88.00 \$55.00 (each person) \$55.00 \$110.00

Invoice details You will be invoiced in the following manner (timing and method)

Conveyancing Fee due at settlement

Signature of conveyancer (licensee)

X

Printed name

Noelle Hess

Date

4 March 2020

Contact telephone number

03 9782 1432

Signature of Purchasers

X

X

Cost disputes

If you wish to dispute any costs listed in this notice you should contact the conveyancer in the first instance.

If not satisfied with the outcome you can:

- lodge a complaint with Consumer Affairs Victoria. Further advice and complaints forms are available at www.consumer.vic.gov.au or by calling 1300 55 81 81.
- make an application to the Victorian Civil and Administrative Tribunal. Further information is available at www.vcat.vic.gov.au

Please **COMPLETE ALL DETAILS**, check spelling of names and return to our office as soon as possible.

CLIENT INFORMATION: NH:20/118

First Name: Craig First Name:
Middle Name: Harold Middle Name:
Surname: Theodore Surname:
Date of Birth: 1/10/80 Date of Birth:
Address: Unit 5, 1A Somme Parade, Edithvale VIC 3196

****Note:** if you are nominating a person/s to the contract as sole purchaser or co purchaser, then their details must be added above and contact details to be completed below. Please contact our office to also discuss this if you are uncertain of the information you are to provide. My relationship with the nominee is..... They will be co purchasers or sole purchasers (circle appropriate answer)

Phone numbers:

Home:: 0408 842 737 Home::
Work: Work:
Mobile: Mobile:
Email Address: Email Address:

Name of Broker / Lender:

Phone: Mobile:

Do you hold a current Concession Card - (If yes, please supply copy of card front & back) YES / NO

I would like Sunnyoaks to lodge a Caveat over the Title. YES / NO

I intend to live in the property purchased: YES / NO

I am First Home Owners YES / NO

I are nominating YES / NO

We are nominating YES / NO

If you are nominating, please confirm the name of the Co-Borrower or replacement borrower:

Theodore at Malibu

Names of all Nominees to be registered on Title

I/We are purchasing in my/our capacity as Trustee of a Trust YES / NO

If you are using a Trust, please confirm the name of the Trust and supply a copy of the Trust Deed to this office so we may prepare relevant documents:

My Penguin SMSE

Trustee and Trust Name

Are you a **foreign natural person**?

This excludes an Australian Citizen, holder of a permanent visa or a New Zealand citizen holding a Special Category Visa (subclass 444).

NO

YES

NO

YES

Country of Citizenship

Australia

Country of Citizenship


.....
Please sign & Date

.....

Land Title Verification of Identity Form

How to present your application at Australia Post

- Ensure you have the appropriate identification documents for the highest possible category. Identification documents to be presented must contain matching personal information, be original and current (except for an expired Australian Passport which has not been cancelled and was current within the preceding two years).
 - If you have changed your name from that on an identification document, you will also need to provide a change of name document(s).
 - A translation will be required for passports, driver licences and birth certificates if not in English. The translation is to be completed by a NAATI accredited translator (go to www.naati.com.au for details).

You should produce two Category 1 documents, if these have been issued to you. If you cannot satisfy Category 1 requirements, you must produce documents from the next highest category possible*.

Australian citizen or resident					Non Australian citizen or resident
Category 1	Category 2	Category 3	Category 4 (a)	Category 4 (b)	Category 6
ONE of the following <ul style="list-style-type: none"> Australian passport Foreign passport 	ONE of the following <ul style="list-style-type: none"> Australian passport Foreign passport 	ONE of the following <ul style="list-style-type: none"> Australian driver licence Proof of age card (issued by the Commonwealth, a state or territory) Photo card (issued by the Commonwealth, a state or territory) 	ONE of the following <ul style="list-style-type: none"> Australian passport Foreign passport 	ONE of the following <ul style="list-style-type: none"> Australian passport Foreign passport 	<ul style="list-style-type: none"> Foreign passport AND ONE of the following <ul style="list-style-type: none"> (a) Australian / foreign driver licence Proof of age card (issued by the Commonwealth, a state or territory) Photo card (issued by the Commonwealth, a state or territory) OR <ul style="list-style-type: none"> (b) Full birth certificate AND ONE of the following <ul style="list-style-type: none"> Medicare card Centrelink card DVA card Foreign government issued identity document
AND ONE of the following <ul style="list-style-type: none"> Australian driver licence Proof of age card (issued by the Commonwealth, a state or territory) Photo card (issued by the Commonwealth, a state or territory) 	AND ONE of the following <ul style="list-style-type: none"> Full birth certificate Citizenship certificate 	AND ONE of the following <ul style="list-style-type: none"> Full birth certificate Citizenship certificate 	AND ONE of the following government issued licences (with photo) <ul style="list-style-type: none"> Australian boat licence Australian firearms licence Private security licence Australian WorkCover licence 	AND <ul style="list-style-type: none"> Full birth certificate 	
	AND ONE of the following <ul style="list-style-type: none"> Medicare card Centrelink card DVA card 	AND ONE of the following <ul style="list-style-type: none"> Medicare card Centrelink card DVA card 		AND ONE of the following <ul style="list-style-type: none"> Medicare card Centrelink card DVA card 	
AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate 	AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate 	AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate 	AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate 	AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate 	AND (if required) Change of Name* <ul style="list-style-type: none"> Marriage certificate Change of name certificate

- Present your form at any participating post office.
 - If you require verification of identity (VOI) urgently, an express service is available at selected post offices which can be found at auspost.com.au/find/landtitleexpressservice. The VOI Report will be delivered on the same day you present your form.
 - A standard service is available at other participating post offices which can be found at auspost.com.au/find/landtitle. The VOI Report will typically be delivered within 2-5 business days.
- Do not complete Section D in advance.
 - Do not sign until you present this form at Australia Post. Your signature must be witnessed by the Australia Post verifier.

- Do not attach a photo. A photo will be taken (and attached where applicable) by the Australia Post verifier.
- Certified copies of your identification documents and photo taken by Australia Post will be delivered to your conveyancer / lawyer / mortgagee as part of the VOI Report.
 - The fee for the VOI service includes the taking of your photo and is payable to Australia Post when you present your form. Fees can be paid by cash, EFTPOS, Visa or MasterCard. Cheques are not accepted.
 - If you require a Client Authorisation Form or other registry instrument or document to be witnessed, it can be presented to Australia Post along with this form.

* Must be issued by the Registry of Births, Deaths and Marriages. Documents issued by a celebrant are not acceptable.

^ Category 5 (a) and 5 (b) are not performed by Australia Post.

Land Title Verification of Identity Form

Complete sections A, B and C (if applicable) in full before presenting your form at an Australia Post Land Title ID Check post office.



*2756 50492 0

Use black ink **only and print within the boxes in BLOCK LETTERS**

Name of your conveyancer / lawyer / mortgagee (only use this form if provided by the party named below)

SUNNYOAKS CONVEYANCING PTY LTD

A. Details of applicant

Title Family name / surname
 Mr Theodore
 Given name(s) (full name no initials)
 Craig Harold
 Date of birth (DD / MM / YYYY) Contact phone number
 01 10 1980 0408842737

B. Current residential address

Unit number / street number / street name
 45 / 19 Somme Pde
 Suburb / locality State Postcode
 Edithvale VIC 3196

C. Property details - of property being transacted (if applicable)

Unit number / street number / street name or legal land description (lot / plan)
 1 / 2 Malibu Circuit
 Suburb / locality State Postcode
 Carram Downs VIC 3201

D. Declaration by applicant

Do not sign until you present this form at Australia Post. Your signature must be witnessed by the Australia Post verifier.
 I acknowledge that the information on this form is true and correct.

Please sign in black ink only inside the box



[Handwritten Signature]

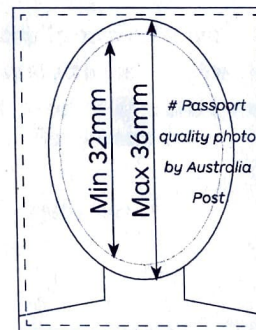
Date (DD / MM / YY)

07 03 20

Verifier to attach photo face up#

Australia Post verifier will take (and attach when applicable) a photo of the applicant.

(Land Title ID Check express service post offices will use a digital photo.)



Privacy Notice - Australia Post collects your personal information as an agent for the third party conveyancer / lawyer / mortgagee stated above in order to verify your identity on their behalf.

Your personal information may be disclosed to Decipha (an entity wholly owned by Australia Post) and certain third parties contracted to assist in the administration of these services and to relevant entities in compliance with applicable obligations or laws. Whilst in our possession, your personal information is handled in accordance with Australia Post Group Privacy Policy which outlines how to access and / or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic, 3001 for privacy related queries. For more information please visit www.auspost.com.au/privacy

E. Australia Post use only

I, the Verifier listed below, hereby certify that:

1. this identification relates to the person listed in Section A
2. the identification was carried out on the date shown below
3. the identification documents presented appear to be original and current; certified copies are attached to this form
4. each photograph in the identification documents produced to me appears to be a reasonable likeness of the person being identified
5. the identity verification has been conducted in accordance with the Registrar's Verification of Identity Standard
6. I witnessed the person listed in Section A sign a Client Authorisation Form, registry instrument or other document (if presented by the applicant)

Verifier's name

Verifier's signature

Comments

Date (DD / MM / YY)

Work centre code

Identity verified by



CLIENT AUTHORISATION

Version 5.0

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

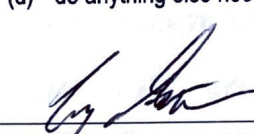
Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Representative Reference: NH:20/118

CLIENT 1		CLIENT 2	
NAME	Craig Harold Theodore		
ACN/ARBN	Director of Theodore at Malibu PTY LTD		
ADDRESS	Unit 5, 1A Somme Parade, Edithvale VIC 3196		

AUTHORITY TYPE SPECIFIC AUTHORITY (set out conveyancing transaction details below) STANDING AUTHORITY (tick relevant conveyancing transaction(s) below) ends on revocation or expiration date: / / BATCH AUTHORITY (attach details of conveyancing transaction(s))

	CONVEYANCING TRANSACTION(S) 1	CONVEYANCING TRANSACTION(S) 2
PROPERTY ADDRESS	1/2 Malibu Circuit, Carrum Downs VIC 3201	
LAND TITLE REFERENCE(S) (and/or property description)	Volume 12003 Folio 446	
CONVEYANCING TRANSACTION(S)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER	<input type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER
ADDITIONAL INSTRUCTIONS		

CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
I CERTIFY that: (a) I am the Client or Client Agent; and (b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and (c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client. I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent to act on behalf of the Client, in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to: (a) sign documents on my behalf as required for the Conveyancing Transaction(s); and (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and (d) do anything else necessary to complete the Conveyancing Transaction(s).	
 DATE <u>7/3/20</u> SIGN HERE	 DATE / / SIGN HERE
CLIENT/CLIENT AGENT NAME <u>Craig Harold Theodore</u> CAPACITY <u>Director</u>	CLIENT/CLIENT AGENT NAME CAPACITY
If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent) NAME DATE	If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent) NAME DATE

REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)
NAME <u>Sunnyoaks Conveyancing</u>	
ACN/ARBN <u>88 169 882 357</u>	
ADDRESS <u>Unit 6, 200 Nepean Highway, Aspendale VIC 3195</u>	

I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.

SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:

 DATE / / SIGN HERE	 DATE / / SIGN HERE
SIGNATORY NAME: <u>Noelle Hess</u> CAPACITY: <u>Licensed Conveyancer</u>	SIGNATORY NAME: CAPACITY:

Terms of this Client Authorisation

1 What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

2 Mortgagees

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

3 Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

4 Privacy and Client information

The Client acknowledges that information relating to the Client that is required to complete a Conveyancing Transaction, including the Client's Personal Information, may be collected by and disclosed to the Duty Authority, the ELNO, the Land Registry, the Registrar and third parties (who may be located overseas) involved in the completion of the Conveyancing Transaction or the processing of it, and consents to the collection and disclosure of that information to any of those recipients, including to those who are overseas. For further information about the collection and disclosure of your Personal Information, refer to the relevant party's privacy policy.

5 Applicable law

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

6 Meaning of words used in this Client Authorisation

In this Client Authorisation, capitalised terms have the meaning set out below:

Batch Authority means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

Capacity means the role of the signatory (for example an attorney or a director of a company).

Client means the person or persons named in this Client Authorisation.

Client Agent means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

Conveyancing Transaction has the meaning given to it in the ECNL.

Duty Authority means the State Revenue Office of the Jurisdiction in which the property is situated.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

ELNO means Electronic Lodgment Network Operator.

Identity Agent means a person who is an agent of either a Representative, or a mortgagee represented by a Representative, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

Jurisdiction means an Australian State or Territory.

Land Registry means the agency responsible for maintaining the Jurisdiction's titles register.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Prescribed Requirement means any published requirement of the Registrar that Representatives are required to comply with.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

Representative is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

Representative Agent means a person authorised by a Representative to act as the Representative's agent including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

Specific Authority means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

Standing Authority means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

Our Ref: NH:20/118

5 March 2020

To: the Director
Theodore at Malibu PTY LTD
Unit 5, 1A Somme Parade
EDITHVALE VIC 3196

Dear Craig,

Re: Your Purchase from Flanagan
Property: 1/2 Malibu Circuit, Carrum Downs

We understand you wish to nominate your company to act as the Purchaser of the above property.

Enclosed please find a Nomination Notice, to be signed by you (as first purchaser named in the contract) and yourself in your capacity as Director of the nominated Company.

Please return the original document to our office as soon as possible.

Also, we are awaiting a reply from the vendor as to settlement occurring in April 2020, and will provide you with their reply, shortly.

If you have any questions, please do not hesitate to contact us.

Yours faithfully
SUNNYOAKS CONVEYANCING

Per:
Noelle Hess

enc

SALE OF REAL ESTATE NOMINATION FORM

Relating to a Contract between:-

VENDOR: KRIS JOHN FLANAGAN

PURCHASER: Craig Harold Theodore

PROPERTY: 1/2 MALIBU CIRCUIT, CARRUM DOWNS VIC 3201


NOMINEE: Theodore at Malibu PTY LTD ABN 639393365

As the property is expressed as sold to the Purchaser "and/or Nominee" (or words of like effect) then pursuant to the conditions of the Contract the Purchaser nominated the Nominee as substitute purchaser to take a transfer or conveyance in lieu of the Purchaser.

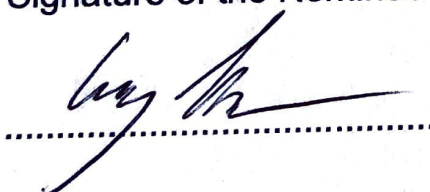
The Purchaser and the Nominee acknowledge that they will henceforth be jointly and severally liable for the due performance of the obligations of the Purchaser under the contract and payment of any expenses resulting from this nomination (including any Stamp Duty).

DATED the 5 day of March 2020

Signature of the Purchaser (or Director/s)

 Craig Harold Theodore

Signature of the Nominee (or Director/s)

 Director of Theodore at Malibu PTY LTD