

Dave & Pam Schneider

From: "Alex Douglas" <alex@rbax.com.au>
Date: Tuesday, 24 March 2015 8:48 AM
To: <schmeiderscooperage@bigpond.com>
Attach: Settlement Statement - LL-QLD-PRP276.pdf; Tax Invoice to Purchaser.pdf
Subject: Schneider Special Pty Ltd ACN 602 425 598 as Trustee Purchase from Schneider

Robert Bax & Associates

SOLICITORS & NOTARY PUBLIC

ROBERT JOHN BAX Level 1 TELEPHONE: 07 3262 6122

751-753 Sandgate Road, PO BOX 300 CLAYFIELD 4011

Clayfield, Brisbane FAX: 07 3862 1180

Email: info@rbax.com.au

Website: www.rbax.com.au

OUR REFERENCE YOUR REFERENCE

AD:AD:26690

Direct Email: alex@rbax.com.au

23 March 2015

Mr & Mrs DW Schneider

Via Email Only

Dear Mr & Mrs Schneider

RE: SCHMEIDER SPECIAL PTY LTD ACN 602 425 598 AS TRUSTEE PURCHASE FROM SCHMEIDER**PROPERTY: 3-7 ALEXANDRA STREET, BUNDABERG EAST**

We refer to previous correspondence and note that settlement is due to be effected on 24 March 2015.
We calculate that we shall require the sum of \$74,481.54, calculated as follows:-

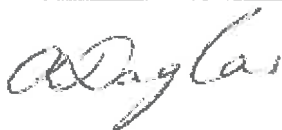
Balance payable to Seller as per enclosed Settlement Statement	\$247,791.27
Plus costs and outlays as per our enclosed Tax Invoice	<u>\$1,690.27</u> \$249,481.54
Less mortgage advance from NAB	<u>\$175,000.00</u>

SHORTFALL \$74,481.54

Please arrange for the funds to be telegraphically transferred to the firms trust account this morning which is held with the Bank of Queensland, BSB 124 001 Account no. 13 616625, reference 26690.

Please confirm the cheque details on the settlement statement. You will note there is one cheque payable to Suncorp and one to yourselves in your own right.

Yours faithfully

ROBERT BAX & ASSOCIATES

ALEXANDRIA DOUGLAS

SETTLEMENT STATEMENT

Matter No: 26690
Re: Schmeider Special Pty Ltd ACN 602 425 598 as Trustee Purchase from Schmeider
Property: 3-7 Alexandra Street, Bundaberg East, Queensland 4670

Settlement Date: 24 March, 2015
Adjustment Date: 24 March, 2015
Contract Date: 21 October, 2014
Settlement Place: National Australia Bank, 15/100 Creek Street, Brisbane
Settlement Time: 2.30pm

Contract Price	\$250,000.00
Less Deposit	<u>1,000.00</u>
	\$249,000.00
Less Release Fee	<u>162.90</u>
	\$248,837.10
Plus Rates (for 1/01/2015 to 30/06/2015) <u>\$5,613.04 x 98 days</u> 181 days	<u>3,039.10</u>
	\$251,876.20
Less Rent: Transwood Pty Ltd (for 1/03/2015 to 31/03/2015) <u>\$2,700.00 x 7 days</u> 31 days	<u>609.68</u>
	\$251,266.52
Less Rent: Waterview Distilling (for 1/03/2015 to 31/03/2015) <u>\$1,510.00 x 7 days</u> 31 days	<u>340.97</u>
	\$250,925.55
Less Rent paid by Waterview Distilling for April and May to the Seller adjusted in the Buyer's favour \$1,510.00 x 2 months	<u>3,020.00</u>
	\$247,905.55
Less Bundy Kegs Rent. Seller allows 2 days	<u>114.28</u>
	\$247,791.27
BALANCE AT SETTLEMENT	<u><u>\$247,791.27</u></u>
CHEQUE DETAILS	
1. Suncorp-Metway Pty Ltd	\$189,852.01
2. D W Schmeider & P C Schmeider	<u>\$57,939.26</u>
CHEQUES TOTAL	<u><u>\$247,791.27</u></u>

TRUST ACCOUNT STATEMENT

**SCHMEIDER SPECIAL PTY LTD ACN 602 425 598 AS TRUSTEE PURCHASE FROM
SCHMEIDER
PROPERTY: 3-7 ALEXANDRA STREET, BUNDABERG EAST**

Received from you on 26 February 2015		\$100.00
Received further amount from you on 13 March 2015		\$25,425.00
Received further amount from you on 24 March 2015		\$81,000.00
To Robert Bax & Associates in payment of our account dated 24 March 2015	\$27,215.27	
To settlement cheques	\$78,647.34	
Surplus funds deposited into your nominated bank account	\$662.39	
	<hr/>	
	\$106,525.00	\$106,565.00
 BALANCE HELD IN TRUST		 NIL

With compliments
ROBERT BAX & ASSOCIATES

Robert Bax & Associates

SOLICITORS & NOTARY PUBLIC

ROBERT JOHN BAX

Level 1
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Clayfield, Brisbane

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OUR REFERENCE

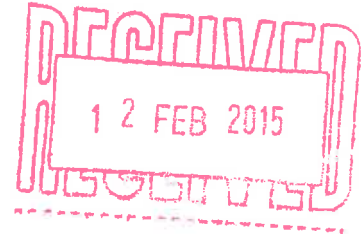
AD:AD:26690

Direct Email: alex@rbax.com.au

YOUR REFERENCE

9 February 2015

Schneider Special Pty Ltd ACN 602 425 598 as Trustee
PO Box 3847
AUSTRALIA FAIR QLD 4215



Dear Mr & Mrs Schneider

**RE: YOUR PURCHASE FROM SCHMEIDER
PROPERTY: 3-7 ALEXANDRA STREET, BUNDABERG EAST**

Thank you for your instructions to act in the purchase of your property.

Conveyancing in Queensland is complex and is affected by at least 20 different pieces of State and Federal legislation, contract conditions, extensive case law and practice guidelines.

Many things in a conveyance may not go as expected. Courts require us to explain a range of issues concerning your conveyance and how you might protect against them.

Please read this letter and the attached Commercial Conveyancing Booklet for Buyers as soon as possible as they contain important information about your purchase. If any of the information given to you is unclear, please call us as soon as possible.

It is important that you read and consider all our advice, give us clear instructions as soon as possible before critical dates expire, and tell us if you have any concerns about the contract or the property.

We must be able to contact you at all times so tell us if your contact phone number, email or address changes or if you expect communication difficulties at any time.

Failure to do this could mean that you may lose rights, suffer loss or be unable to purchase the property simply because we were unable to contact you at a critical stage. **Your active involvement in the process is therefore critical to achieving a successful result.**

Alexandria Douglas will have conduct of the legal aspects of your purchase.

We **enclose** the following:

- (a) Contract;
- (b) Plan;
- (c) Questions for Buyer of Commercial Property (“**Questionnaire**”);
- (d) To-Do List for Buyer of Commercial Property (“**To-Do List**”);
- (e) Commercial Conveyancing Booklet for Buyers (“**Booklet**”);
- (f) a list of standard and optional searches to undertake (“**Buyer Searches List**”);
- (g) Our Trust Account Authority and Authority to Act.

2. CRITICAL DATES

We have calculated the following important critical dates. If you do not agree with our calculations please tell us as soon as possible.

Where we are not able to calculate a specific date (for instance where the condition is based on the contract date and the contract is not yet signed by both parties) we have marked the date with an asterisk and will calculate and confirm those dates with you at a later date.

Time is of the essence in your contract. This means that failure to meet the deadlines set out in the schedule below could have serious legal and financial consequences for you. For example, the seller may become entitled to terminate the contract, keep your deposit and claim compensation against you.

Meeting date deadlines is very critical. The Booklet contains important and critical additional information on how these dates operate and your responsibilities and rights if notice is not given by particular critical dates.

We suggest you diarise the dates as it is your responsibility to take action where noted below. Your instructions will be required at least the day before the due date noted below and preferably earlier. This will give us time to act on your instructions.

Item	Due Date	Who is responsible to action – you or us?
Contract date	21 October 2014	
Payment of deposit by:		
• Initial deposit	21 October 2014	You must pay the initial deposit.
• Balance deposit	N/A	You must pay the balance deposit.
		If you have not already paid any instalment of the deposit that is due, urgently provide a cheque to the Deposit Holder for the amount due.

Item	Due Date	Who is responsible to action – you or us?
Finance date	13 February 2015	You must apply for finance and tell us whether or not finance approval is satisfactory and whether you wish to terminate or go ahead.
Last day to terminate for breach of seller's warranty on contamination	25 February 2015	You must tell us whether or not you wish to terminate the contract if you are aware that the seller has breached its warranty by not advising you of an outstanding obligation to give notice to the authority of a notifiable activity being conducted on the Land or facts and circumstances that may lead to the Land being classified as contaminated. Please note you may still have until settlement to claim compensation under the contract or terminate the contract under the <i>Environmental Protection Act 1994</i> .
Last day to terminate for leases and service contracts being unsatisfactory	7 days after receipt from the seller of all leases and service contract documents	You must tell us whether you wish to terminate the contract if you are not satisfied with any of the terms and conditions of any lease or service contract.
Last day to terminate for seller's failure to provide true copies of all leases and service contracts and written statement that they constitute the whole of every agreement	27 February 2015	You must tell us whether or not you wish to terminate the contract if you believe that the seller has failed to provide true copies of all leases and service contracts and a written statement that they constitute the whole of every agreement.
Last date to terminate for seller's statements or warranties on leases and service contracts being inaccurate	27 February 2015	You must tell us whether or not you wish to terminate the contract if the seller has breached a warranty or statement about leases or service contracts contained in the contract.
Last date to terminate due to property being adversely affected	27 February 2015	You must tell us whether or not you wish to terminate the contract if the property is adversely affected by a matter noted in the contract.
Last day to terminate for seller's failure to provide true copies of all commercial tenancies	4 November 2014	You must tell us whether or not you wish to terminate the contract if you believe that the seller has failed to provide true copies of all commercial tenancies.
Last day to terminate for commercial tenancies being unsatisfactory	7 days after receipt from the seller of all commercial tenancy documents	You must tell us whether you wish to terminate the contract if you are not satisfied with any of the terms and conditions of the commercial tenancies as received from the seller.

Item	Due Date	Who is responsible to action – you or us?
Last date to terminate due to property being adversely affected	27 February 2015	You must tell us whether or not you wish to terminate the contract if the property is adversely affected by a matter noted in the contract.
Last date to terminate for seller's statements or warranties on commercial tenancies being inaccurate	27 February 2015	You must tell us whether or not you wish to terminate the contract if the seller has breached a warranty or statement about commercial tenancies contained in the contract.
Date for payment of transfer duty	27 February 2015	You must provide cleared funds or a bank cheque for payment of duty and a declaration for any duty concession (if applicable) by this date. See paragraph 5 (Transfer Duty) for more information.
Settlement date	27 February 2015	We will arrange settlement. You are responsible to: <ul style="list-style-type: none"> • do everything in the To-Do List; • do everything your bank requires you to do for settlement; and • provide any additional funds required for settlement. Note that any additional funds you provide to us must be <i>cleared</i> funds. See the "Settlement Funds" paragraph in the Booklet for further explanation.

3. WHAT DO YOU NEED TO DO NOW?

(a) Contract Information

Please carefully read all the particulars noted in the reference schedule of the contract.

If any details in the contract reference schedule are incorrect or missing your rights may be affected.

We have summarised the terms and any special conditions of the contract in the Report. Please review the summary in the Report to ensure that the terms are correct and the contract covers all issues that are important to you.

Please call us as soon as possible if you have any concerns.

(b) Insurance

The property will be at your risk from 5:00pm on the first business day after the contract date. We recommend that you immediately arrange for insurance cover so that it is in place before the property is at your risk. To find out what should be covered by insurance refer to the explanation on insurance in the Booklet.

(c) Identity

We are required to obtain proof of your identity unless you have recently provided this to us. Please forward copies of two forms of photo identification (e.g. driver's licence, passport or other identification card) certified as true and correct by a Justice of the Peace, Commissioner of Declarations or a Lawyer to us for our records.

(d) Questionnaire

Please answer the Questionnaire and return it to us as soon as possible. If we have partially completed the questionnaire after an initial telephone call with you please review the answers carefully as we will provide you with advice on that basis. If anything is not correct, please amend. In either case once you are satisfied with the answers please sign and return to us.

(e) To-Do List

Please read the To-Do List and action all relevant tasks. If you do not, you may not be able to complete the contract on time and the seller might terminate the contract, delay settlement or claim compensation from you.

(f) Buyer Searches List

Please read Buyer Searches List and the corresponding potential rights of termination and compensation for each search.

Further detail on the Buyer Searches List is below.

4. SEARCHES, DUE DILIGENCE AND SELLER'S DISCLOSURE

The seller has obligations to disclose certain information and notices about the property. If you have received (or receive at any stage) any documentation or information from the seller, agent or body corporate, you must give this to us as soon as possible.

The only way to check whether there are defects in the property other than those disclosed in the contract is to conduct a full due diligence. If conducted prior to the contract being entered into, any defects discovered could be factored into the price agreed or alternatively you might decide the property unsuitable. Alternatively if due diligence is conducted after the contract is signed the search results may reveal an inaccuracy in disclosure or a breach of warranty, however, your rights of termination or compensation are limited to contractual or statutory rights that apply if the seller has not complied with its disclosure obligations or warranties are incorrect.

Please note that the contract only contains limited rights of termination and compensation and that not all adverse impacts identified in our searches give rights to terminate or claim compensation. Despite certain searches not giving rise to rights under the contract, they are conducted so that you are well informed as to the condition of the property and can take any future action that is necessary to address any adverse result.

We conduct initial searches and then carry out further searches during the course of the conveyance.

If you would like us to undertake a more extensive due diligence prior to signing the contract or to negotiate the inclusion of a due diligence clause then you should contact us immediately.

(a) Result of initial searches and review of seller's disclosure

The **attached** title search confirms:-

- that the seller noted in the contract is the registered owner of the property;
 - the title details in the contract are correct; and
- what encumbrances, easements and administrative advices are registered on title.

The **attached** registered plan highlights the lot you are purchasing.

We confirm:

- there are no easement areas noted on the plan.

Please initial the plan where indicated and return it to us to confirm that the highlighted lot is the correct lot. If it is not the correct lot, please contact us as soon possible.

(b) What other searches should be obtained?

We have set out in the Buyer Searches List a list of standard searches that we recommend obtaining ("**Standard Searches**"). We have conducted some of these Standard Searches, the results of which are contained in the Report. We will conduct the remaining Standard Searches unless:

- you instruct us otherwise; or
- we do not have sufficient funds or other arrangements with you to enable us to conduct the remaining Standard Searches on your behalf.

We have also set out in the Buyer Searches List some optional searches for you to consider ("**Optional Searches**").

If there are issues regarding the property of particular concern or importance to you or your financier then you should discuss this with us so that we can determine whether additional searches are required.

Please note that the amounts we charge you for searches are the actual fees charged to us by the search providers.

Please complete and return the Buyer Searches List with any Optional Searches you require ticked or call us as soon as possible. If we do not receive the completed Buyer Searches List we will not undertake any Optional Searches.

You should note the risks of not undertaking searches shown in the Buyer Searches List. Additional searches may be necessary for an initial review of the Contract having regard to the nature of the property, the special conditions and your proposed use of the property in order to ensure that your rights are protected. You should also note the risks of not providing us with funds to conduct the searches in the Buyer Searches List with sufficient time to get search results to exercise any rights you may have.

(c) When should we carry out searches?

We recommend you have us carry out searches as soon as possible so that you are aware of your legal obligations and rights before they possibly expire and are well informed of the condition of the property.

We confirm there are real risks if we delay ordering searches as some search results may not be received in time for you to take advantage of your rights of termination and compensation. Although there is a risk that the cost of the searches will be wasted if the contract does not proceed, ordering searches early increases the chance that search results will be received in sufficient time to reveal any problems and allow you time to exercise any rights you may have. Please advise when you would like us to carry out searches for you.

There are some searches we recommend be conducted twice, both at the beginning of the transaction and before settlement (e.g., title search and QCAT registry search). This is to check that the seller continues to comply with its ongoing obligations. Please see the Buyer Searches List for further details.

(d) What if there are issues with the search results?

We will contact you and let you know if any search results reveal any issues and will give you advice on your rights under the contract and any options you may have.

Please note that you may not be able to terminate the contract in all cases. For example, often discoveries of unapproved structures, flood levels, lack of services, building and planning restrictions, limits on the use of waterfront or beachfront property and asbestos may not give you a right of termination or a right of compensation from the seller. We have noted those searches in the Buyer Searches List which do not necessarily give rise to termination or compensation rights under the contract.

You may decide that you do not wish to exercise rights that we might advise on arising from search results. In making that decision you should consider the impact these search results may have on any later attempt to sell the property including the risk that some issues ought to be disclosed prior to any sale contract and the risk that, if not disclosed, a later buyer may discover these issues and choose to exercise rights against you (including termination or compensation). Please let us know if you would like further advice on this matter.

5. ASBESTOS

The *Work Health and Safety Regulation 2011 (Qld)* requires workplaces to have an asbestos register unless:

- the workplace is a building that was constructed after 31 December 2003;
- no asbestos has been identified at the workplace; and
- no asbestos is likely to be present from time to time.

If you already have a report detailing any asbestos materials on the premises, a register of materials or a management plan, please forward copies to us immediately for inclusion in the contract.

If you do not, then you should commission an appropriately qualified person to conduct an asbestos inspection and report for the property immediately. Even if the sale does not proceed, the regulations require you to comply with this regardless.

6. LEASES

There are leases / tenancies noted in the contract, but not registered on title. Please refer to the Booklet for more information on tenancies and leases. Please forward to us copies of the leases/tenancies for our records.

7. RETAINER, PROFESSIONAL COSTS AND EXPENSES

(a) Retainer

The work we will perform for you is set out in our costs disclosure and retainer.

Our retainer includes all work which is usual and necessary as part of the conveyancing process and does not extend further.

Some items we specifically consider are beyond our retainer are listed in the Booklet.

Our retainer may be terminated:

- (i) with your agreement;
- (ii) if you give us notice that you no longer wish us to act;
- (iii) if we give you reasonable notice that we are terminating the retainer for just cause, which may include:
 - you have given us instructions that are not lawful, proper or competent;
 - your acts or omissions are inconsistent with us continuing to represent you, preventing us from properly performing our duties;
 - we identify a conflict of interest or duty and cannot ethically continue to act for you;

- you have refused to reimburse disbursements we have paid on your behalf;
- you fail to pay when requested or deposit monies into our trust account when requested for payment of duty due to the Office of State Revenue;
- you refuse to provide reasonable security for our legal costs;
- you fail to provide adequate instructions within a reasonable time; or
- if the retainer comes to an end at law.

(b) Professional costs

We estimate that our professional costs will be between \$1,000 plus GST and \$1,500.00 plus GST.

If we attend to work outside the scope of our retainer we may charge additional fees on a time basis according to our usual hourly rates.

(c) Outlays

We estimate that we will incur \$650.00 in search fees and sundry costs on your behalf.

This estimate is based on the assumption that you will be conducting the Standard Searches only. Additional search costs will be incurred for any Optional Searches you wish to conduct and we have noted an estimate of the cost for each Optional Search in the Buyer Searches List.

(d) Transfer Duty

We estimate transfer duty is \$7,175.00 (based on the assumption that you are not eligible for a duty concession). Please contact us as soon as possible for a revised calculation if you believe you are eligible for a duty concession.

Duty must be paid and the contract stamped by the earlier of:

- (i) 30 days from when the contract becomes unconditional; and
- (ii) settlement (if obtaining finance).

We have estimated this date in the critical dates – refer to paragraph 2 of this letter. Penalty interest accrues daily if the contract is not stamped on time.

If you are purchasing the property as an undisclosed trustee or on behalf of another entity, (such as nominee sale), you must let us know so we may consider if any other documents are needed to register or record your interest. There can be significant tax and duty implications arising from any such transactions and, unless specifically instructed and we have agreed to provide the advice, advice about this is beyond the scope of our retainer.

(e) Registration Fees

We estimate the title registration fees will be \$378.50.

Your financier will lodge the transfer for registration along with any releases of the seller's mortgage, the mortgage you grant in favour of the financier and any other title documents. The financier will either seek payment of these fees from you directly or charge them to your loan account. You should follow up your bank one month after settlement to ensure the transfer has been registered. It is not part of our retainer to send reminders about this issue or monitor it unless we accept your instructions to do so (which will be an extra cost to you). It will be critical to your ownership of the property to ensure your financier manages the transfer and registration process.

(f) Request for funds

Please forward a cheque to our office \$650.00 as soon as possible, to cover anticipated costs and outlays. The cheque should be made payable to "Robert Bax & Associates Trust Account".

Alternatively, you can deposit this amount to our trust account. Our trust account details are as follows:

Name: Robert Bax & Associates Trust Account

BSB: 124001

Acct: 13616625

Reference: 26266- Schmeider (please use this reference when depositing funds into our trust account).

If you have any queries about any of the issues raised in this letter please call Alexandria Douglas on 3262 6122.

Yours faithfully

ROBERT BAX & ASSOCIATES


ALEXANDRIA DOUGLAS
Solicitor