



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$23,328.58**
as at 31 Jul 21

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
30.06.21	OPENING BALANCE			21,405.73
01.07.21	Deposit CBA RENT Lot 237 MWL		7,150.00	28,555.73
02.07.21	Deposit CBA RENT Lot 238 MWL		6,985.00	35,540.73
05.07.21	Deposit CBA RENT Lot 239 MWL		7,686.25	43,226.98
13.07.21	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		38,751.15
13.07.21	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		33,422.78
13.07.21	Funds transfer PP TO J AND C HUPFELD	4,000.00		29,422.78
27.07.21	BPAY BPAY TO COGC - RATES	1,448.95		27,973.83
27.07.21	BPAY BPAY TO COGC - RATES	4,645.25		23,328.58

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 JUL 21	19,898.40	21,821.25	23,328.58

* Stepped interest rates for the period 1 July to 31 July: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (31 days)

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$20,000 a day using online banking.
- Increase your limit to \$100,000 temporarily or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- If you have a complaint about our service, or you'd like more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your account or contact us.

Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

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HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$31,070.63**
as at 31 Aug 21

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.07.21	OPENING BALANCE			23,328.58
02.08.21	Deposit CBA RENT Lot 238 MWL		6,985.00	30,313.58
02.08.21	Deposit CBA RENT Lot 237 MWL		7,150.00	37,463.58
03.08.21	Deposit CBA RENT Lot 239 MWL		7,686.25	45,149.83
09.08.21	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	275.00		44,874.83
13.08.21	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		40,399.00
13.08.21	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		35,070.63
13.08.21	Funds transfer PP TO J AND C HUPFELD	4,000.00		31,070.63

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deposits using BPay
From another bank



Billers code: 667022
Ref: 967 504 945

continued on next



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enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 AUG 21	14,079.20	21,821.25	31,070.63

* Stepped interest rates for the period 1 August to 31 August: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (31 days)

continued on next

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HUPFELD SUPER FUND
account no. 967504945

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HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$22,843.87**
as at 30 Sep 21

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.08.21	OPENING BALANCE			31,070.63
01.09.21	Deposit CBA RENT Lot 237 MWL		7,150.00	38,220.63
02.09.21	Deposit CBA RENT Lot 238 MWL		6,985.00	45,205.63
03.09.21	Deposit CBA RENT Lot 239 MWL		7,686.25	52,891.88
10.09.21	BPAY BPAY TO EZIDEBITBPAY	265.12		52,626.76
10.09.21	BPAY BPAY TO EZIDEBITBPAY	419.69		52,207.07
10.09.21	BPAY BPAY TO EZIDEBITBPAY	609.70		51,597.37
13.09.21	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		47,121.54
13.09.21	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		41,793.17
13.09.21	Funds transfer PP TO J AND C HUPFELD	4,000.00		37,793.17
21.09.21	BPAY BPAY TO TAX OFFICE PAYMENTS	4,569.00		33,224.17
21.09.21	BPAY BPAY TO DEFT PAYMENTS	2,930.58		30,293.59

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ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next



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enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
21.09.21	BPAY BPAY TO DEFT PAYMENTS	2,925.08		27,368.51
21.09.21	BPAY BPAY TO DEFT PAYMENTS	3,153.16		24,215.35
23.09.21	BPAY BPAY TO GCCC - WATER	452.18		23,763.17
23.09.21	BPAY BPAY TO GCCC - WATER	452.16		23,311.01
23.09.21	BPAY BPAY TO GCCC - WATER	467.14		22,843.87
	CLOSING BALANCE AS AT 30 SEP 21	30,048.01	21,821.25	22,843.87

* Stepped interest rates for the period 1 September to 30 September: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (30 days)

continued on next

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HUPFELD SUPER FUND
account no. 967504945

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HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$30,457.56**
as at 31 Oct 21

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
30.09.21	OPENING BALANCE			22,843.87
01.10.21	Deposit CBA RENT Lot 237 MWL		7,150.00	29,993.87
04.10.21	Deposit CBA RENT Lot 238 MWL		6,985.00	36,978.87
04.10.21	Deposit CBA RENT Lot 239 MWL		7,686.25	44,665.12
13.10.21	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		40,189.29
13.10.21	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		34,860.92
13.10.21	Funds transfer PP TO J AND C HUPFELD	4,000.00		30,860.92
18.10.21	BPAY BPAY TO EZIDEBITBPAY	101.14		30,759.78
18.10.21	BPAY BPAY TO EZIDEBITBPAY	141.37		30,618.41
18.10.21	BPAY BPAY TO EZIDEBITBPAY	160.85		30,457.56

how to make a transaction

online
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by phone
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transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 OCT 21	14,207.56	21,821.25	30,457.56

* Stepped interest rates for the period 1 October to 31 October: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (31 days)

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

You have appointed the following financial services companies and/or financial advisers to have authority on your account.

Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

General withdrawal authority - you authorise the third party to:

- withdraw their fees from your account,
- withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO), and
- make payments and withdrawals for any purpose including settlement or investment.

Fee authority - you authorise your financial services professional to withdraw their fees from your account.

Enquiry authority - you authorise the third party to have access to information about your account.

Tax payment authority - you authorise the third party to withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO).

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. Please refer to our Product Information Statement for more information.

Macquarie Cash Management Account

enquiries 1800 806 310

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HUPFELD SUPER FUND
account no. 967504945

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30.14



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HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$38,474.61**
as at 30 Nov 21

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.10.21	OPENING BALANCE			30,457.56
01.11.21	Deposit CBA RENT Lot 237 MWL		7,150.00	37,607.56
02.11.21	Deposit CBA RENT Lot 238 MWL		6,985.00	44,592.56
03.11.21	Deposit CBA RENT Lot 239 MWL		7,686.25	52,278.81
12.11.21	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		47,802.98
12.11.21	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		42,474.61
12.11.21	Funds transfer PP TO J AND C HUPFELD	4,000.00		38,474.61

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Bill code: 667022
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continued on next



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enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 NOV 21	13,804.20	21,821.25	38,474.61

* Stepped interest rates for the period 1 November to 30 November: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (30 days)

continued on next

30.16



Macquarie Cash Management Account

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account name HUPFELD SMSF PTY LTD ATF
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Please note the following financial services companies and/or financial advisers have authority on your account.

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LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

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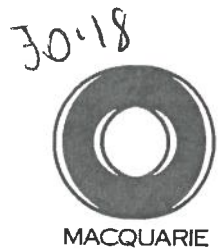
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account balance **\$32,402.87**
as at 31 Dec 21

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HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
30.11.21	OPENING BALANCE			38,474.61
01.12.21	BPAY BPAY DEPOSIT		100,000.00	138,474.61
01.12.21	Deposit CBA RENT Lot 237 MWL		7,150.00	145,624.61
01.12.21	BPAY BPAY TO TAX OFFICE PAYMENTS	8,773.00		136,851.61
02.12.21	Deposit CBA RENT Lot 238 MWL		6,985.00	143,836.61
02.12.21	Funds transfer 4 ANSTEY STREET	2,500.00		141,336.61
03.12.21	Deposit CBA RENT Lot 239 MWL		7,686.25	149,022.86
03.12.21	Funds transfer 4 ANSTEY STREET	100,000.00		49,022.86
06.12.21	BPAY BPAY TO EZIDEBITPAY	500.99		48,521.87
06.12.21	BPAY BPAY TO EZIDEBITPAY	403.08		48,118.79
06.12.21	BPAY BPAY TO EZIDEBITPAY	330.72		47,788.07
06.12.21	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	1,430.00		46,358.07

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deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next

Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

	transaction	description	debits	credits	balance
09.12.21	BPAY	BPAY TO TAX OFFICE PAYMENTS	151.00		46,207.07
13.12.21	Funds transfer	LOAN REPAYMENT FROM SMSF	4,475.83		41,731.24
13.12.21	Funds transfer	LOAN REPAYMENT FROM SMSF	5,328.37		36,402.87
13.12.21	Funds transfer	PP TO J AND C HUPFELD	4,000.00		32,402.87
		CLOSING BALANCE AS AT 31 DEC 21	127,892.99	121,821.25	32,402.87

* Stepped interest rates for the period 1 December to 31 December: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (31 days)

continued on next

30-20



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

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Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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enquiries 1800 806 310
transact@macquarie.com
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GPO Box 2520
Sydney, NSW 2001



041 85392

HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$59,991.20**
as at 31 Jan 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.12.21	OPENING BALANCE			32,402.87
04.01.22	BPAY BPAY DEPOSIT		200,000.00	232,402.87
04.01.22	Deposit CBA RENT Lot 238 MWL		6,985.00	239,387.87
04.01.22	Deposit CBA RENT Lot 237 MWL		7,150.00	246,537.87
04.01.22	Deposit CBA RENT Lot 239 MWL		7,686.25	254,224.12
05.01.22	BPAY BPAY DEPOSIT		200,000.00	454,224.12
06.01.22	BPAY BPAY DEPOSIT		200,000.00	654,224.12
10.01.22	BPAY BPAY DEPOSIT		200,000.00	854,224.12
10.01.22	BPAY BPAY DEPOSIT		200,000.00	1,054,224.12
10.01.22	BPAY BPAY TO EZIDEBITBPAY	179.83		1,054,044.29
10.01.22	BPAY BPAY TO EZIDEBITBPAY	281.28		1,053,763.01
10.01.22	BPAY BPAY TO EZIDEBITBPAY	303.04		1,053,459.97

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transfers from another bank account
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ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next

Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
 HUPFELD SUPER FUND
 account no. 967504945

	transaction	description	debits	credits	balance
10.01.22	BPAY	BPAY TO ASIC	359.00		1,053,100.97
10.01.22	BPAY	BPAY TO ASIC	139.00		1,052,961.97
10.01.22	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		1,052,741.97
10.01.22	BPAY	BPAY TO ASIC	276.00		1,052,465.97
12.01.22	Funds transfer	FUNDS TFR TO AVA SOLICITORS LAW PRACTICE	926,000.00		126,465.97
12.01.22	BPAY	BPAY TO DEFT PAYMENTS	2,930.04		123,535.93
12.01.22	BPAY	BPAY TO DEFT PAYMENTS	2,924.54		120,611.39
12.01.22	BPAY	BPAY TO DEFT PAYMENTS	3,152.58		117,458.81
12.01.22	BPAY	BPAY TO GCCC - WATER	635.37		116,823.44
12.01.22	BPAY	BPAY TO GCCC - WATER	635.37		116,188.07
12.01.22	BPAY	BPAY TO GCCC - WATER	660.75		115,527.32
13.01.22	Funds transfer	LOAN REPAYMENT FROM SMSF	4,475.83		111,051.49
13.01.22	Funds transfer	LOAN REPAYMENT FROM SMSF	5,328.37		105,723.12
13.01.22	Funds transfer	PP TO J AND C HUPFELD	4,000.00		101,723.12
13.01.22	Funds transfer	FINAL SETTLEMENT PAYMENT - 4 ANSTEY	1,541.97		100,181.15
14.01.22	Funds transfer	4 ANSTEY	1,006.85		99,174.30
18.01.22	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	275.00		98,899.30
19.01.22	Funds transfer	REFUND STAMP DUTY PAYMENT FOR 4 ANSTEY	39,462.50		59,436.80
28.01.22	Deposit	HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	59,991.20

continued on next

30.14



Macquarie Cash Management Account

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account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 JAN 22	994,787.32	1,022,375.65	59,991.20

* Stepped interest rates for the period 1 January to 31 January: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (31 days)

Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

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Macquarie Cash Management Account

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account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



041 85436

HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$52,877.55**
as at 28 Feb 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.01.22	OPENING BALANCE			59,991.20
01.02.22	Deposit CBA RENT Lot 237 MWL		7,150.00	67,141.20
02.02.22	Deposit CBA RENT Lot 238 MWL		6,985.00	74,126.20
03.02.22	Deposit CBA RENT Lot 239 MWL		7,686.25	81,812.45
03.02.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	82,366.85
04.02.22	BPAY BPAY TO COGC - RATES	1,448.95		80,917.90
04.02.22	BPAY BPAY TO COGC - RATES	1,432.63		79,485.27
04.02.22	BPAY BPAY TO COGC - RATES	6,398.92		73,086.35
04.02.22	BPAY BPAY TO EZIDEBITBPAY	265.91		72,820.44
04.02.22	BPAY BPAY TO EZIDEBITBPAY	332.70		72,487.74
04.02.22	BPAY BPAY TO EZIDEBITBPAY	265.41		72,222.33
10.02.22	Funds transfer TRANSACT FUNDS TFR TO MINTER ELLISON	980.54		71,241.79

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ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next

30-28



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
11.02.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	71,796.19
11.02.22	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		67,320.36
11.02.22	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		61,991.99
11.02.22	Funds transfer PP TO J AND C HUPFELD	4,000.00		57,991.99
15.02.22	Funds transfer LOAN REPAYMENT - ANSTEY	5,651.69		52,340.30
18.02.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	52,894.70
25.02.22	Deposit KRAUSE AP Rent 1 4 Anstey		554.40	53,449.10
25.02.22	BPAY BPAY TO URBAN UTILITIES	571.55		52,877.55
	CLOSING BALANCE AS AT 28 FEB 22	31,152.50	24,038.85	52,877.55

* Stepped interest rates for the period 1 February to 28 February: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (28 days)

continued on next

Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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account name HUPFELD SMSF PTY LTD ATF
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account no. 967504945

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Sydney, NSW 2001



041 114233
HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$27,745.84**
as at 31 Mar 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
28.02.22	OPENING BALANCE			52,877.55
01.03.22	Deposit CBA RENT Lot 237 MWL		7,150.00	60,027.55
01.03.22	BPAY BPAY TO TAX OFFICE PAYMENTS	8,692.00		51,335.55
02.03.22	Deposit CBA RENT Lot 238 MWL		6,985.00	58,320.55
03.03.22	Deposit CBA RENT Lot 239 MWL		7,686.25	66,006.80
03.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	277.95		65,728.85
03.03.22	BPAY BPAY TO EZIDEBITPAY	216.45		65,512.40
03.03.22	BPAY BPAY TO EZIDEBITPAY	216.45		65,295.95
03.03.22	BPAY BPAY TO EZIDEBITPAY	387.72		64,908.23
04.03.22	Deposit NAB Transfer 4 Anstey Street		554.40	65,462.63
04.03.22	BPAY BPAY TO DEFT INSURANCE	2,020.00		63,442.63
09.03.22	BPAY BPAY TO BCC RATES & DONATION	914.10		62,528.53

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deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

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30.32



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
11.03.22	Deposit ANTHONY PAUL KRAUSE TRADING AS HUDSON AC		554.40	63,082.93
11.03.22	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		58,607.10
11.03.22	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		53,278.73
11.03.22	Funds transfer PP TO J AND C HUPFELD	4,000.00		49,278.73
14.03.22	Funds transfer LOAN REPAYMENT - ANSTEY	5,651.69		43,627.04
17.03.22	Funds transfer TRANSACT FUNDS TFR TO 0046	5,170.00		38,457.04
17.03.22	Funds transfer TRANSACT FUNDS TFR TO 0046	1,820.00		36,637.04
18.03.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	37,191.44
25.03.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	37,745.84
28.03.22	Funds transfer TRANSACT FUNDS TFR TO MACGREGOR O'REILLY	10,000.00		27,745.84
	CLOSING BALANCE AS AT 31 MAR 22	49,170.56	24,038.85	27,745.84

* Stepped interest rates for the period 1 March to 31 March: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (31 days)

continued on next

Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

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HUPFELD SUPER FUND
account no. 967504945

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GPO Box 2520
Sydney, NSW 2001



HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$17,502.36**
as at 29 Apr 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.03.22	OPENING BALANCE			27,745.84
01.04.22	Deposit CBA RENT Lot 237 MWL		7,150.00	34,895.84
01.04.22	Deposit HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	35,450.24
04.04.22	Deposit CBA RENT Lot 238 MWL		6,985.00	42,435.24
04.04.22	Deposit CBA RENT Lot 239 MWL		7,686.25	50,121.49
05.04.22	BPAY BPAY TO EZIDEBITBPAY	351.02		49,770.47
05.04.22	BPAY BPAY TO EZIDEBITBPAY	304.21		49,466.26
05.04.22	BPAY BPAY TO EZIDEBITBPAY	233.63		49,232.63
05.04.22	BPAY BPAY TO COGC - RATES	1,575.58		47,657.05
05.04.22	BPAY BPAY TO GCCC - WATER	872.49		46,784.56
05.04.22	BPAY BPAY TO GCCC - WATER	915.20		45,869.36
05.04.22	BPAY BPAY TO GCCC - WATER	872.48		44,996.88

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by phone
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transfers from another bank account
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ACCOUNT NO. 967504945

deposits using BPay
From another bank



Bill code: 667022
Ref: 967 504 945

continued on next

30-36



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

	transaction	description	debits	credits	balance
08.04.22	Deposit	ANTHONY PAUL KRAUSE TRADING AS HUDSON AC		554.40	45,551.28
13.04.22	Funds transfer	LOAN REPAYMENT FROM SMSF	4,475.83		41,075.45
13.04.22	Funds transfer	LOAN REPAYMENT FROM SMSF	5,328.37		35,747.08
13.04.22	Funds transfer	PP TO J AND C HUPFELD	4,000.00		31,747.08
14.04.22	Funds transfer	LOAN REPAYMENT - ANSTEY	5,651.69		26,095.39
22.04.22	Deposit	HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	26,649.79
27.04.22	BPAY	BPAY TO DEFT PAYMENTS	2,975.67		23,674.12
27.04.22	BPAY	BPAY TO DEFT PAYMENTS	2,970.28		20,703.84
27.04.22	BPAY	BPAY TO DEFT PAYMENTS	3,201.48		17,502.36
		CLOSING BALANCE AS AT 29 APR 22	33,727.93	23,484.45	17,502.36

* Stepped interest rates for the period 1 April to 29 April: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (29 days)

continued on next

30.37



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

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30-38



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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30.39



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



041 84891
HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$10,999.99**
as at 31 May 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
29.04.22	OPENING BALANCE			17,502.36
02.05.22	Deposit CBA RENT Lot 238 MWL		6,985.00	24,487.36
02.05.22	Deposit CBA RENT Lot 237 MWL		7,150.00	31,637.36
03.05.22	Deposit CBA RENT Lot 239 MWL		7,686.25	39,323.61
13.05.22	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		34,847.78
13.05.22	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		29,519.41
13.05.22	Funds transfer PP TO J AND C HUPFELD	4,000.00		25,519.41
13.05.22	Funds transfer LOAN REPAYMENT - ANSTEY	5,651.69		19,867.72
13.05.22	BPAY BPAY TO TAX OFFICE PAYMENTS	18,867.73		999.99
23.05.22	BPAY BPAY DEPOSIT		10,000.00	10,999.99

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 967504945

deposits using BPay
From another bank



Biller code: 667022
Ref: 967 504 945

continued on next

30.40



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 MAY 22	38,323.62	31,821.25	10,999.99

* Stepped interest rates for the period 30 April to 31 May: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (32 days)

continued on next

30.41



Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

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Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

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30,43



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



041 464580

HUPFELD SMSF PTY LTD
18 ABBEY RIDGE ROAD
REEDY CREEK QLD 4227

1 Shelley Street
Sydney, NSW 2000

account balance **\$19,597.79**
as at 30 Jun 22

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
31.05.22	OPENING BALANCE			10,999.99
01.06.22	Deposit CBA RENT Lot 237 MWL		7,150.00	18,149.99
02.06.22	Deposit CBA RENT Lot 238 MWL		6,985.00	25,134.99
03.06.22	Deposit JOSHUA HUPFELD MWL Reimbursement		2,233.45	27,368.44
03.06.22	Deposit CBA RENT Lot 239 MWL		7,686.25	35,054.69
04.06.22	Deposit JOSHUA HUPFELD SMSF reimburse		7,637.00	42,691.69
08.06.22	BPAY BPAY TO TAX OFFICE PAYMENTS	356.25		42,335.44
13.06.22	Funds transfer LOAN REPAYMENT FROM SMSF	4,475.83		37,859.61
13.06.22	Funds transfer LOAN REPAYMENT FROM SMSF	5,328.37		32,531.24
14.06.22	Funds transfer ANSTEY ST REPAYMENT	5,742.38		26,788.86
15.06.22	BPAY BPAY TO URBAN UTILITIES	674.14		26,114.72
16.06.22	Deposit JOSHUA HUPFELD reimburse		356.25	26,470.97

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 967504945

deposits using BPay
From another bank



Billers code: 667022
Ref: 967 504 945

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name HUPFELD SMSF PTY LTD ATF
HUPFELD SUPER FUND
account no. 967504945

transaction	description	debits	credits	balance
16.06.22	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON		19,595.97
30.06.22	Interest	MACQUARIE CMA INTEREST PAID*	1.82	19,597.79
	CLOSING BALANCE AS AT 30 JUN 22	23,451.97	32,049.77	19,597.79

* Stepped interest rates for the period 1 June to 16 June: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (16 days); 17 June to 30 June: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

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HUPFELD SUPER FUND
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annual interest summary 2021/2022

INTEREST PAID	1.82
TOTAL INCOME PAID	1.82

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31-1



CBRE (C) Pty Ltd
ABN 64 003 205 552

Level 18, 50 Cavill Avenue
Surfers Paradise QLD 4217

T 61 7 5581 2000
F 61 7 5581 2099

www.cbre.com.au

23rd July 2022

Mr Joshua Hupfeld
Hupfeld Pty Ltd as trustee for the Hupfeld Bare Trust
Suite 237-239, Lakehouse Corporate Space
34-36 Glenferrie Drive
Robina QLD 4226

Email: stockists@madewithlovebridal.com

Dear Joshua,

SUITES 237, 238 & 239, LAKEHOUSE CORPORATE SPACE, ROBINA | PROPERTY APPRAISAL

We refer to your request for an appraisal on the abovementioned property and we have undertaken a desktop review of comparable properties within overall Robina market.

Based on the current status of strata office sales in Robina we outline below our view on the current value of the subject property.

Subject Property:	Lots 237, 238 & 239, Lakehouse Corporate Space, 34-36 Glenferrie Drive, Robina QLD 4226
Tenancy Area (sqm):	492sqm plus 53sqm balcony area
Parking:	3 covered carparks & 9 open carparks (1 bay per 41sqm occupied)
Estimated Property Value:	492sqm x \$4,750/sqm = \$2,337,000

Comparable Sales Evidence

We have attached a summary of strata office sales in the Robina are and including Lakehouse Corporate Space which have occurred in the last 18 months. We have used this sales evidence to support our estimated property value.

We confirm that this is not a formal valuation and should not be construed as such.

Should you require a formal valuation we would be pleased to provide the relevant contact details within CBRE's Commercial Valuation business.

Should you wish to discuss the attached in further detail please do not hesitate to give me a call.

Yours sincerely

Tania Moore
Senior Director – Office Leasing Gold Coast
E: Tania.Moore@CBRE.com
M: 0439 034 025

Lot 237	3182 i.	\$743633-40
238	3031 i.	\$708344-70
239	3787 i.	\$885021-90
		<u>\$2337000</u>



Robina Strata Offices

2021-2022
Sales Evidence

June 2022

STRATA SALES EVIDENCE

CBD Robina

Transaction Date	Property	Size (sqm)	Sale Price	\$/sqm	Buyer Type	Comments
03/2021	Riverwalk Place	130	\$625,000	\$4,807	Investor	1:33 parking ratio. Fully fitted.
07/2021	Riverwalk Place	164	\$800,000	\$4,878	Owner Occupier	1:33 parking ratio. Some fitout.
08/2021	Riverwalk Place	151	\$735,000	\$4,868	Owner Occupier	1:33 parking ratio. Fully fitted.
08/2021	Riverwalk One	159	\$740,000	\$4,654	Owner Occupier	1:30 parking ratio. Some fitout.
08/2021	HQ@Robina	144	\$740,000	\$5,140	Owner Occupier	1:24 parking ratio. Fully fitted.
08/2021	Eastside	95	\$525,000	\$5,526	Investor	1:33 parking ratio. Medical tenant in place.
09/2021	Riverwalk Place	131	\$640,000	\$4,886	Owner Occupier	1:33 parking ratio. Some fitout in place.
12/2021	Eastside	174	\$900,000	\$5,172	Owner occupier.	1:20 parking ratio. Fully fitted & some furniture.
02/2022	Eastside	99	\$570,000	\$5,757	Investor	1:33 parking ratio. Leased investment.
04/2022	Eastside	70	\$336,420	\$4,806	Owner Occupier	1:33 parking ratio. Some fitout in place.
04/2022	Eastside	218	\$995,000	\$4,564	Owner Occupier	1:33 parking ratio. Some fitout in place.

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STRATA SALES EVIDENCE

Robina Fringe

Transaction Date	Property	Size (sqm)	Sale Price	\$/sqm	Buyer Type	Comments
02/2021	Lakehouse	155	\$525,000	\$3,387	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
02/2021	Lakehouse	135	\$600,000	\$4,444	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
07/2021	Lakehouse	155	\$630,000	\$4,064	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
07/2021	Lakehouse	136	\$630,000	\$4,632	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
09/2021	Lakehouse	297	\$1,250,000	\$4,209	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
09/2021	Lakehouse	131	\$585,000	\$4,301	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
11/2021	Lakehouse	161	\$599,000	\$3,721	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
01/2022	Space	131	\$800,000	\$6,107	Investor	Yield of 6.5% (\$52,000 net income). Medical group, 3 carparks.
04/2022	Lakehouse	136	\$649,829	\$4,778	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.
04/2022	Lakehouse	157	\$750,171	\$4,778	Owner Occupier	1:50 parking ratio. Warm shell – full fitout required.

STRATA SALES EVIDENCE

CBD Robina



RIVERWALK PLACE, 238 Robina Town Centre Drive

Sale Price: \$625,000 (\$4,807/sqm)
 Suite/Size: Level 1, Suite 15 - 130sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Included
 Comments: Existing fitout in place. Sold with vacant possession. Purchased by investor.



RIVERWALK PLACE, 238 Robina Town Centre Drive

Sale Price: \$800,000 (\$4,878/sqm)
 Suite/Size: Level 2, Suite 18 - 164sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Included
 Comments: Existing fitout in place. Sold with vacant possession. Purchased by owner occupier.



EASTSIDE, 232 Robina Town Centre Drive

Sale Price: \$735,000 (\$4,868/sqm)
 Suite/Size: Level 2, Suite 20 - 151sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: 9sqm storeroom
 Comments: Fully fitted. Purchased by owner occupier



RIVERWALK ONE, 140 Robina Town Centre Drive

Sale Price: \$740,000 (\$4,654/sqm)
 Suite/Size: Level 1, Suite 8 - 159 sqm
 Parking: 5 bays - 1:32sqm
 Pylon Sign: Not applicable
 Storage: Not applicable
 Comments: Fully fitted. Purchased by owner occupier.

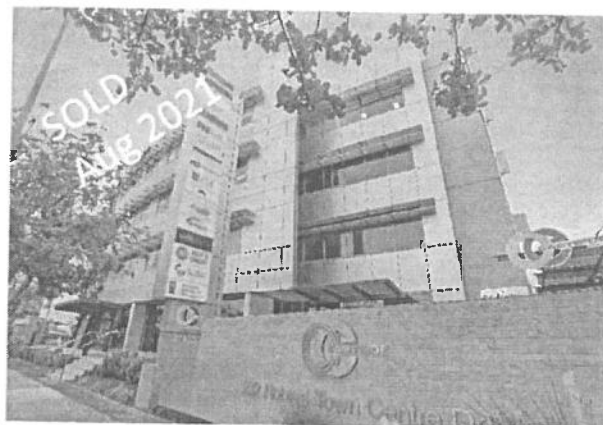
STRATA SALES EVIDENCE

CBD Robina



HQ@Robina, 58 Riverwalk Drive

Sale Price: \$740,000 (\$5,140/sqm)
 Suite/Size: Level 4, Suite 41 - 144sqm
 Parking: 1:24 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Existing fitout in place. Purchased by owner occupier



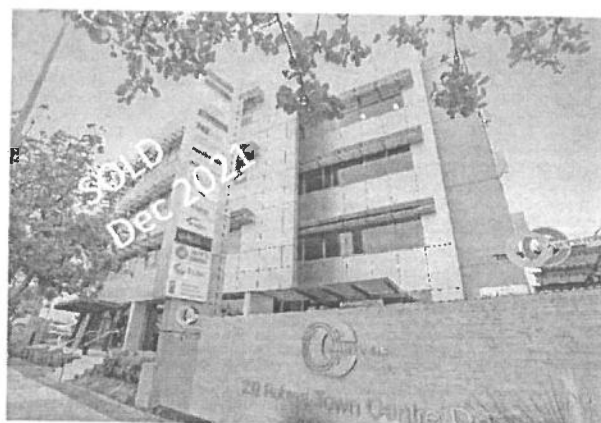
EASTSIDE, 232 Robina Town Centre Drive

Sale Price: \$525,000 (\$5,526/sqm)
 Suite/Size: Grd Level, Suite 4 - 95sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Sold with lease in place to dental group to June 2024.



RIVERWALK PLACE, 238 Robina Town Centre Drive

Sale Price: \$640,000 (\$4,886/sqm)
 Suite/Size: Level 2, Suite 19 - 131sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Included
 Comments: Existing fitout in place. Sold with vacant possession. Purchased by owner occupier.



EASTSIDE, 232 Robina Town Centre Drive

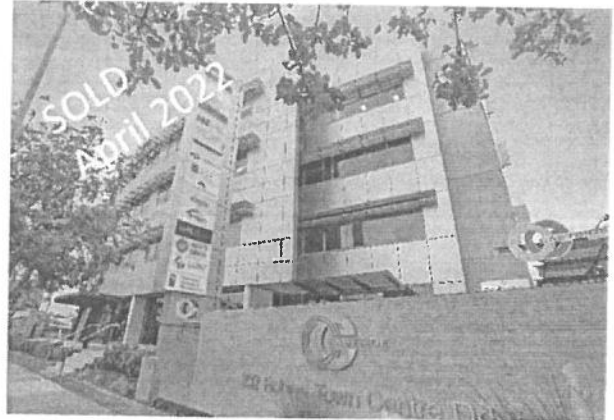
Sale Price: \$900,000 (\$5,172/sqm)
 Suite/Size: Level 2, Suite 205 - 174sqm
 Parking: 1:21 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Existing fitout with furniture. Purchased by owner occupier.

STRATA SALES EVIDENCE

CBD Robina



EASTSIDE, 232 Robina Town Centre Drive
 Sale Price: \$570,000 (\$5,757/sqm)
 Suite/Size: Grd Level, Suite 9/10 - 99sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Sold with lease in place to finance group



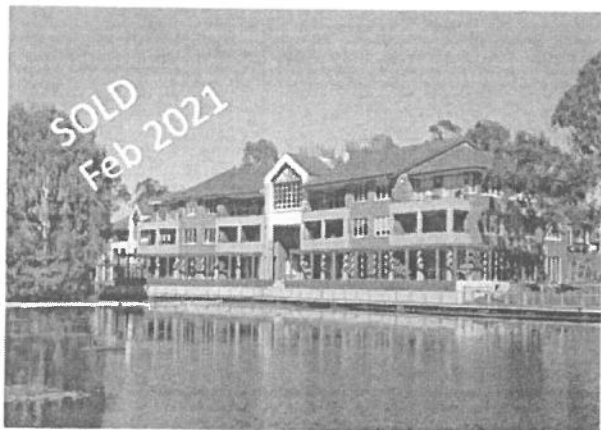
EASTSIDE, 232 Robina Town Centre Drive
 Sale Price: \$336,420 (\$4,806/sqm)
 Suite/Size: Grd Level, Suite 5 - 70sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Existing fitout with furniture. Purchased by owner occupier.



EASTSIDE, 232 Robina Town Centre Drive
 Sale Price: \$995,000 (\$4,564/sqm)
 Suite/Size: Ground Level - 218sqm
 Parking: 1:33 sqm
 Pylon Sign: 1 pylon panel
 Storage: Not applicable
 Comments: Existing fitout with furniture. Purchased by owner occupier.

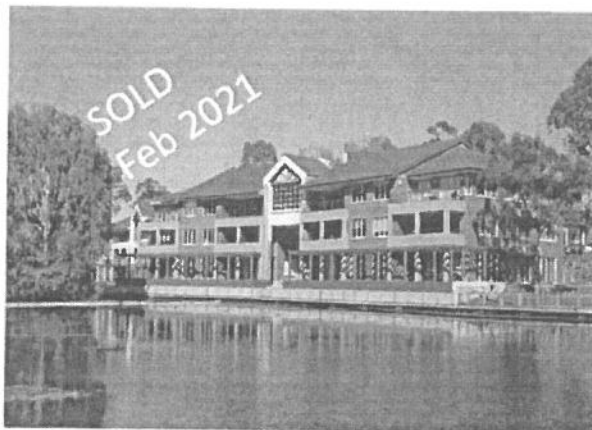
STRATA SALES EVIDENCE

Robina Fringe



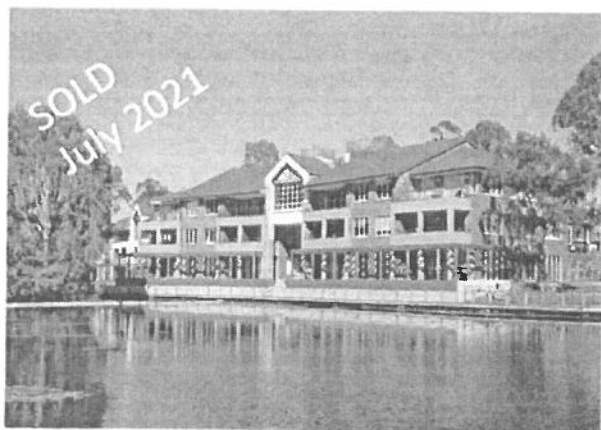
LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$525,000 (\$3,387/sqm NLA)
 Suite/Size: Grd, Suite 111 – 155sqm (+ 53sqm balcony)
 Parking: 1:51 sqm
 Comments: Open plan layout with no fitout. Sold at discount rate due to stigma from homicide in tenancy 20 years ago.



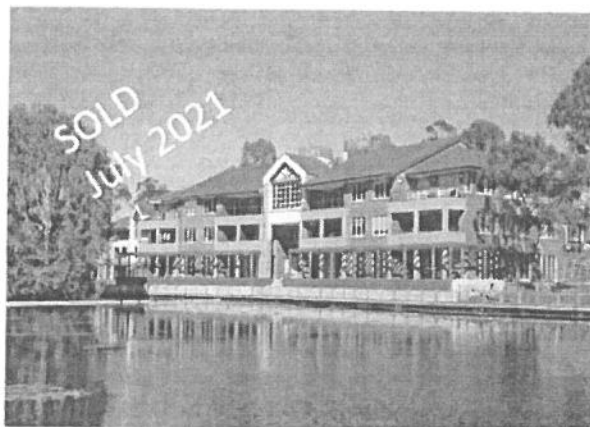
LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$600,000 (\$4,444/sqm NLA)
 Suite/Size: Grd, Suite 211 – 135sqm (+ 81sqm balcony)
 Parking: 1:51 sqm
 Comments: Open plan layout with no fitout



LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$630,000 (\$4,064/sqm NLA)
 Suite/Size: Level 2, Suite 226 – 155sqm (+ 24sqm balcony)
 Parking: 1:51 sqm
 Comments: Open plan layout with no fitout



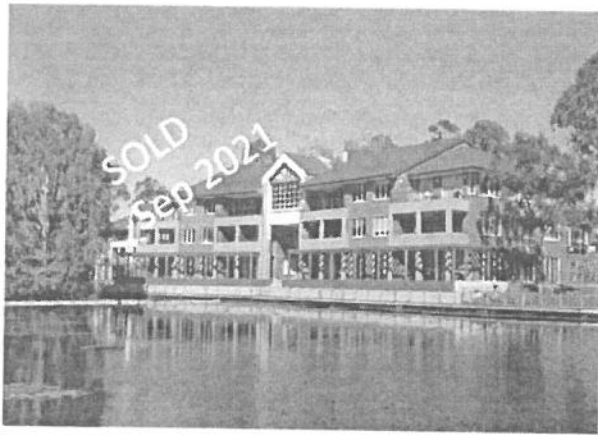
LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$630,000 (\$4,632/sqm NLA)
 Suite/Size: Level 2, Suite 126 – 136sqm (+ 29sqm balcony)
 Parking: 1:51 sqm
 Comments: Open plan layout with no fitout

31-9

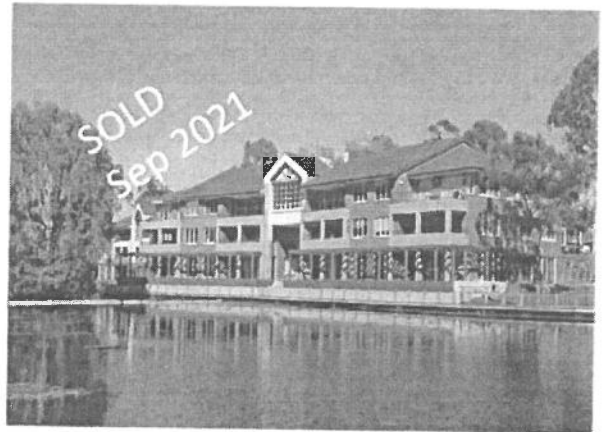
STRATA SALES EVIDENCE

Robina Fringe



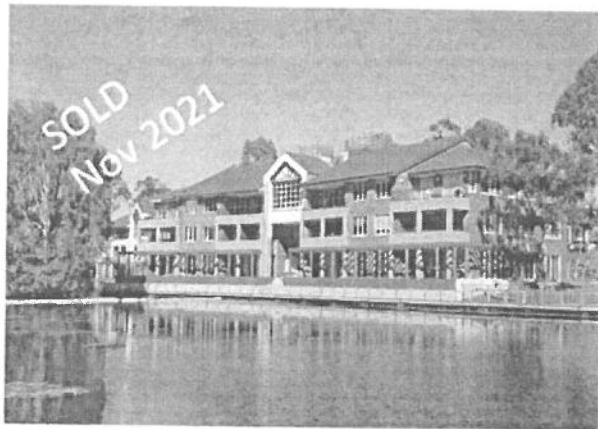
LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$1,250,000 (\$4,209/sqm NLA)
Suite/Size: Level 3, Suites 436/437 – 297 sqm (+ 29sqm balcony)
Parking: 1:51 sqm
Comments: Minimal existing fitout. Purchased by owner occupier.



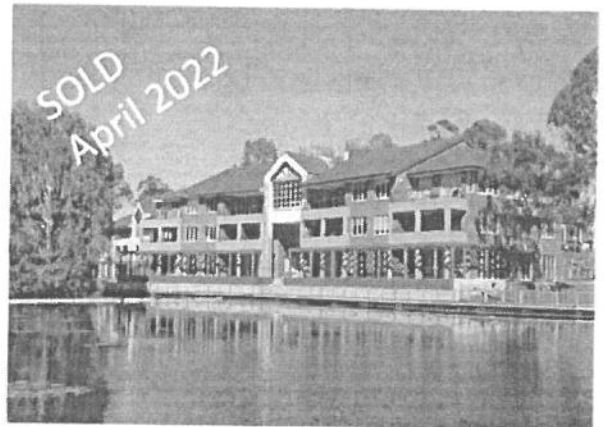
LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$585,000 (\$4,301/sqm NLA)
Suite/Size: Ground Level, Suite 113 – 136 sqm (+ 53sqm balcony)
Parking: 1:51 sqm
Comments: Open plan layout with no fitout



LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$599,000 (\$3,721/sqm NLA)
Suite/Size: Ground Level, Suite 112 – 161 sqm (+ 19sqm balcony)
Parking: 1:51 sqm
Comments: Open plan layout with no fitout



LAKEHOUSE, 34 Glenferrie Drive

Sale Price: \$1,400,000 (\$4,778/sqm NLA)
Suite/Size: Top Level – 2 suites – 293sqm (+ 19sqm balcony)
Parking: 1:51 sqm
Comments: Fully fitted suite



CONTACT US

Senior Director – Office Leasing
Tania Moore 0439 034 025
Tania.Moore@cbre.com

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Photos herein are the property of their respective owners and use of these images without the express written consent of the owner is prohibited.

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RayWhite.



Comparative
market
analysis

4 ANSTEY STREET, ALBION, QLD 4010
PREPARED BY SCOTT DARWON, RAY WHITE BULIMBA

4 ANSTEY STREET, ALBION, QLD 4010



Owner Details

Owner Name(s): HUPFELD PROPERTY PTY LTD (TTE)
 Owner Address: 11 WELBY ST, BROADBEACH WATERS QLD 4218
 Phone(s):

Owner Type: Owner Occupied

Property Details

 2  2  1

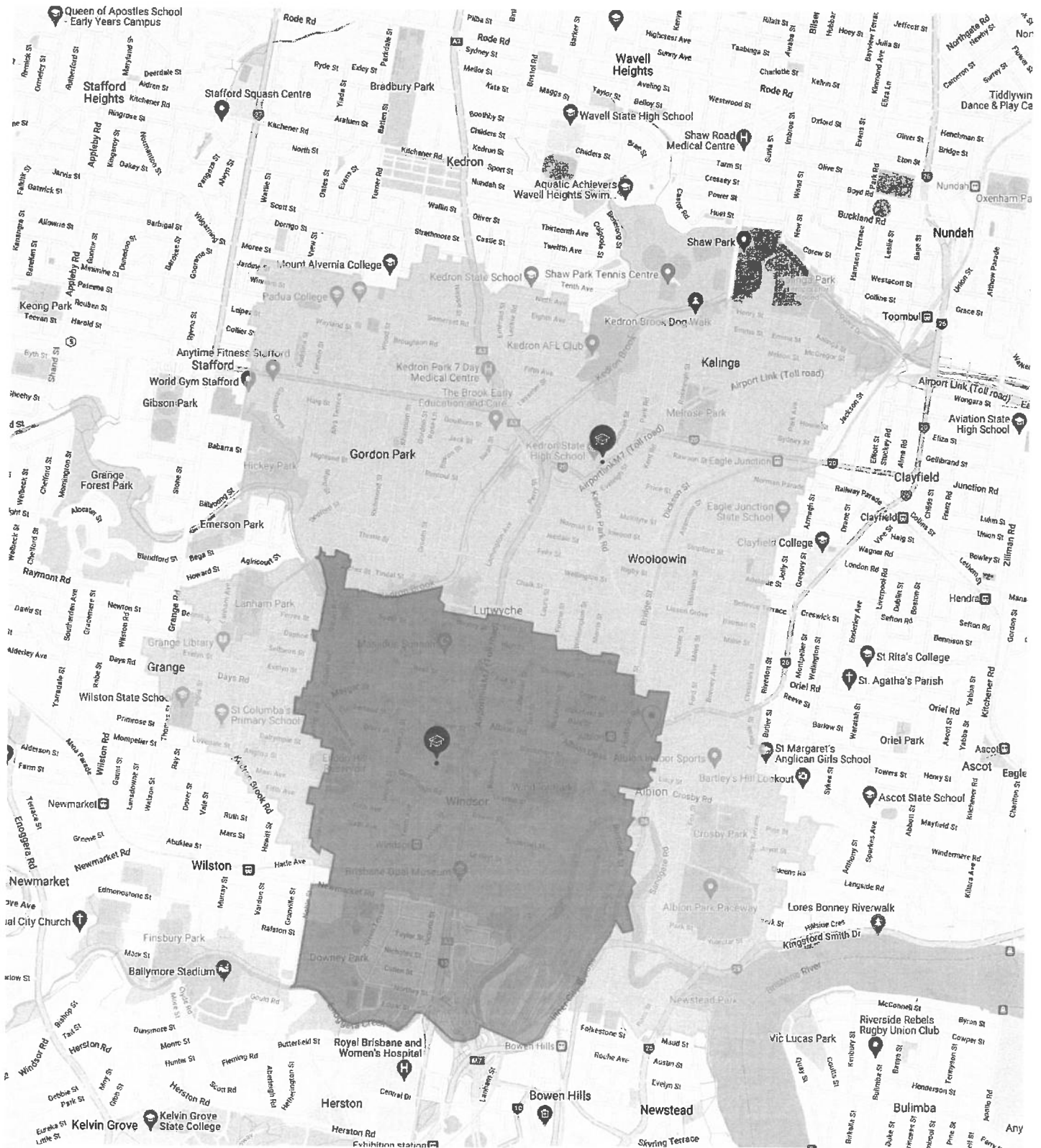
Property Type: Commercial - Freehold [Issuing]
 RPD: L2 RP225674
 Valuation Amount: \$170,000 - Site Value on 30/06/2022
 Valuation Amount: \$170,000 - Site Value on 30/06/2020
 Land Use: PROFESSIONAL OFFICES
 Zoning
 Council: BCC-HAMILTON
 Features: Built in Robes, Close to Transport, Improvements: Close to Shops, Secure Parking

Area: 188 m² (55 m²)
 Area \$/m²: \$18,636 (\$18,636)
 Water/Sewerage:
 Property ID: 130393 / QLD40009505
 UBD Ref: UBD Ref: 140 E13

Sales History

Sale Amount:	Sale Date:	Vendor:	Area:	Sale Type:	Related:
\$ 1,025,000	01/12/2021	MISCH INVESTMENTS PTY LTD	188 m ²	Normal Sale	No
\$ 687,500	13/05/2010	VARRICCHIO	188 m ²	Normal Sale	No
\$ 105,000	09/11/1999	THE COMMONWEALTH OF AUSTRALIA	188 m ²	Normal Sale	No

School Catchment Areas



Windsor State School

Prep - 6

Co-ed

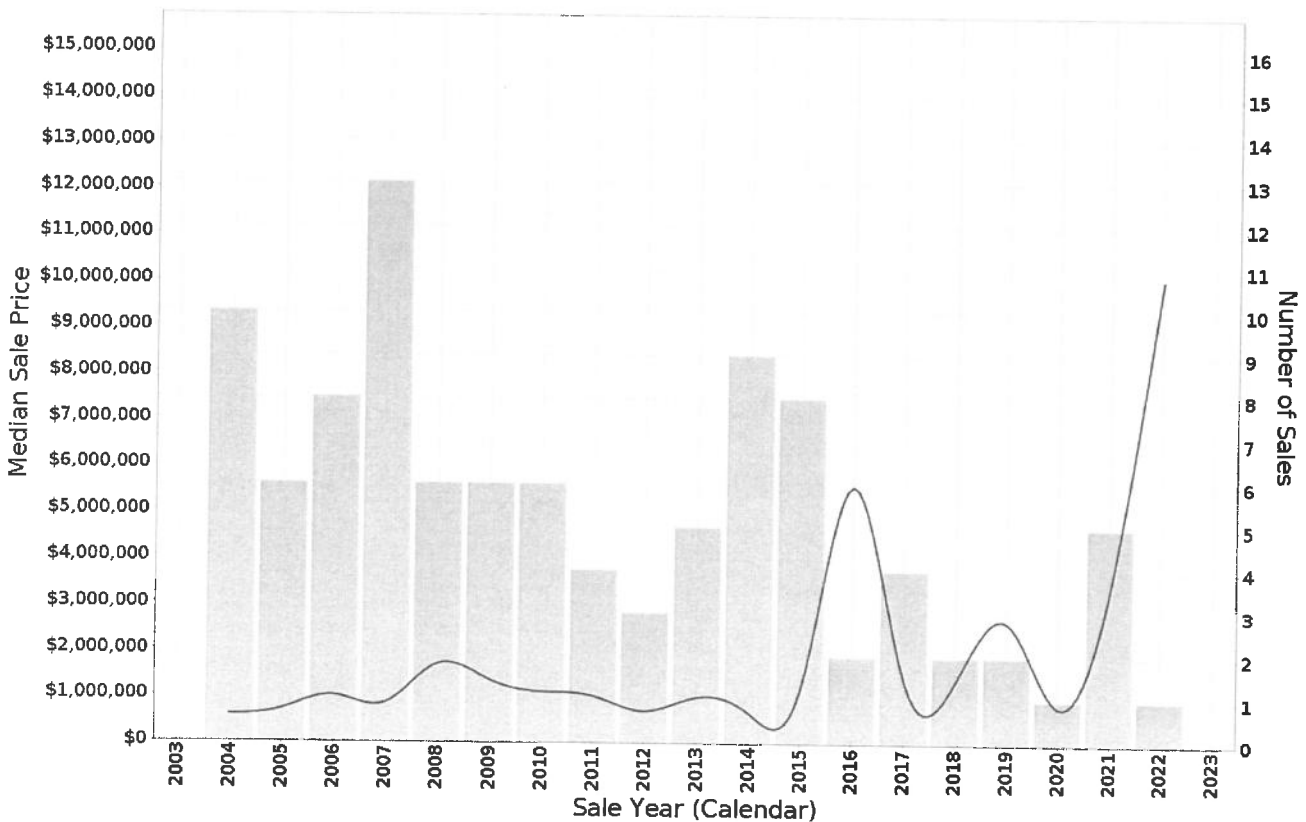
Kedron State High School

7 - 12

Co-ed

Sales & Growth Chart (Commercial)

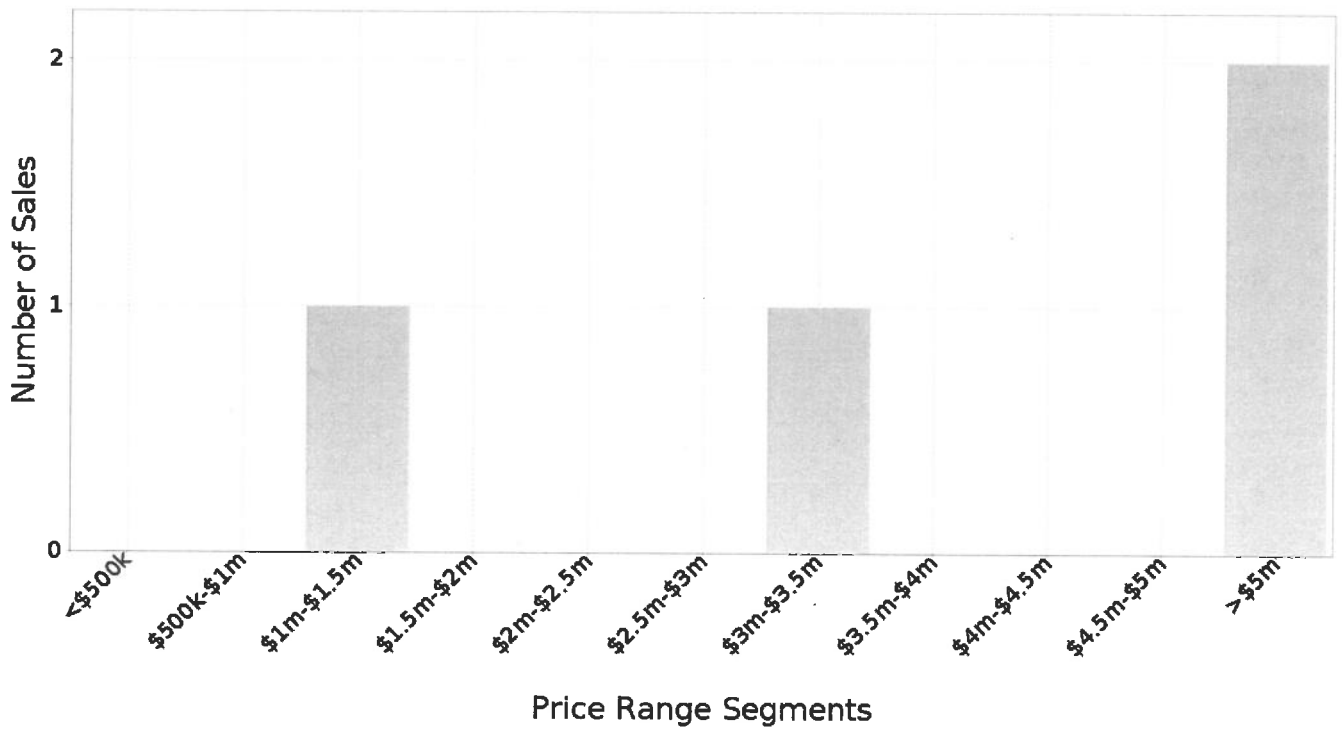
Year	No. of Sales	Average	Median	Growth	Low	High
2004	10	\$ 1,608,150	\$ 567,000		\$ 310,500	\$ 4,500,000
2005	6	\$ 719,583	\$ 691,250	21.9 %	\$ 315,000	\$ 1,200,000
2006	8	\$ 1,182,125	\$ 993,500	43.7 %	\$ 500,000	\$ 2,000,000
2007	13	\$ 1,094,615	\$ 835,000	-16.0 %	\$ 500,000	\$ 3,200,000
2008	6	\$ 2,139,128	\$ 1,682,636	101.5 %	\$ 544,500	\$ 4,200,000
2009	6	\$ 3,420,000	\$ 1,345,000	-20.1 %	\$ 680,000	\$ 9,000,000
2010	6	\$ 1,948,417	\$ 1,090,000	-19.0 %	\$ 687,500	\$ 6,775,000
2011	4	\$ 1,332,081	\$ 1,005,000	-7.8 %	\$ 518,323	\$ 2,800,000
2012	3	\$ 839,667	\$ 680,000	-32.3 %	\$ 539,000	\$ 1,300,000
2013	5	\$ 1,948,900	\$ 980,000	44.1 %	\$ 896,500	\$ 5,800,000
2014	9	\$ 933,444	\$ 655,000	-33.2 %	\$ 400,000	\$ 2,650,000
2015	8	\$ 1,511,225	\$ 1,150,000	75.6 %	\$ 340,000	\$ 4,312,300
2016	2	\$ 5,566,000	\$ 5,566,000	384.0 %	\$ 132,000	\$ 11,000,000
2017	4	\$ 5,402,500	\$ 1,380,000	-75.2 %	\$ 950,000	\$ 17,900,000
2018	2	\$ 1,347,500	\$ 1,347,500	-2.4 %	\$ 775,000	\$ 1,920,000
2019	2	\$ 2,632,500	\$ 2,632,500	95.4 %	\$ 1,900,000	\$ 3,365,000
2020	1	\$ 792,000	\$ 792,000	-69.9 %	\$ 792,000	\$ 792,000
2021	5	\$ 9,546,000	\$ 3,350,000	323.0 %	\$ 1,025,000	\$ 33,550,000
2022	1	\$ 10,065,304	\$ 10,065,304	200.5 %	\$ 10,065,304	\$ 10,065,304



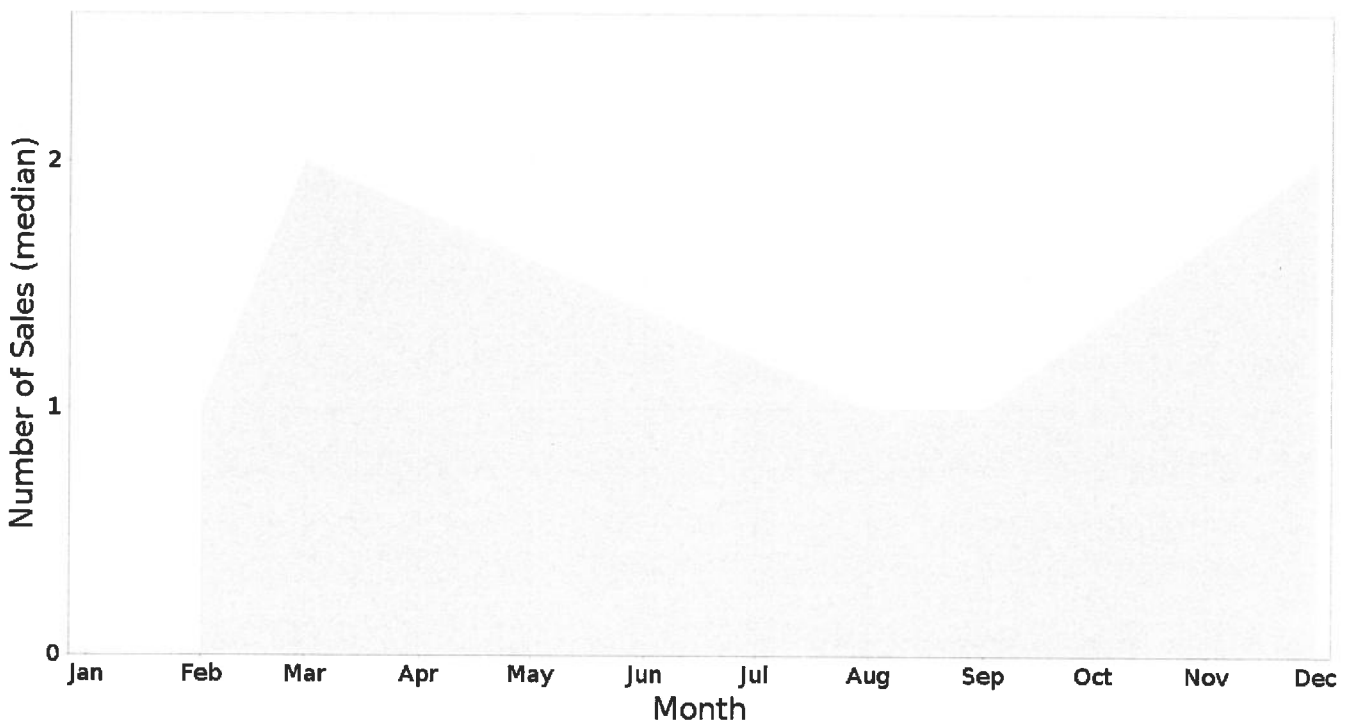
Prepared on 27/07/2022 by Scott Darwon , +61 401 151 090 at Ray White Bulimba. © Property Data Solutions Pty Ltd 2022 (pricfinder.com.au)

The materials are provided as an information source only. © The State of Queensland (Department of Natural Resources, Mines and Energy) July/2022. Based on or contains data provided by the State of Queensland (Department of Natural Resources, Mines and Energy) 2022. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws; more information at www.propertydatacodeofconduct.com.au.

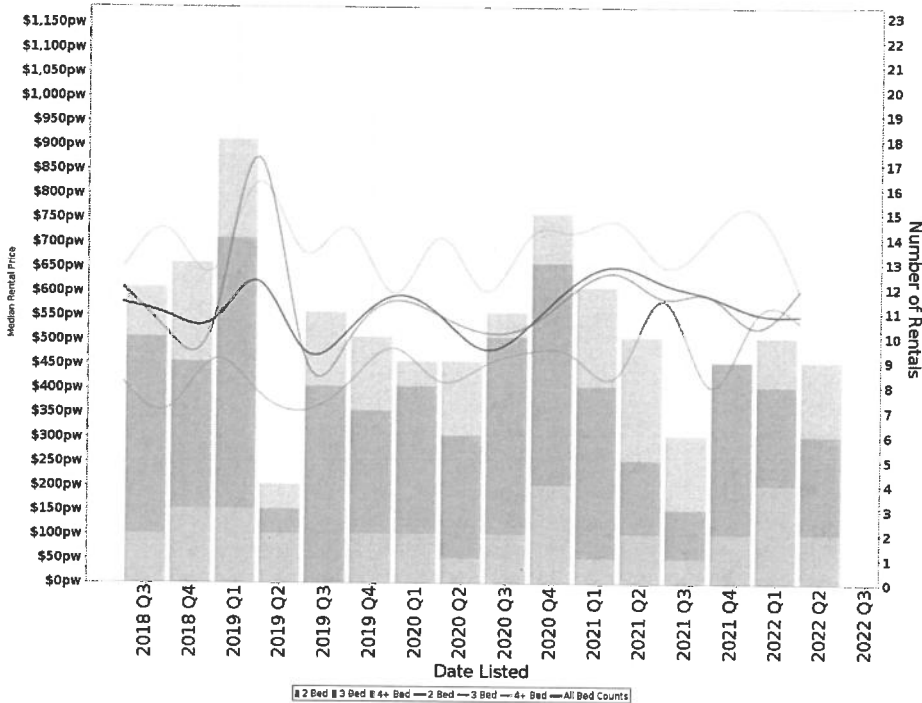
Price Segmentation



Peak Selling Periods



Median Weekly Rents (Houses)



Suburb Sale Price Growth

+22.4%

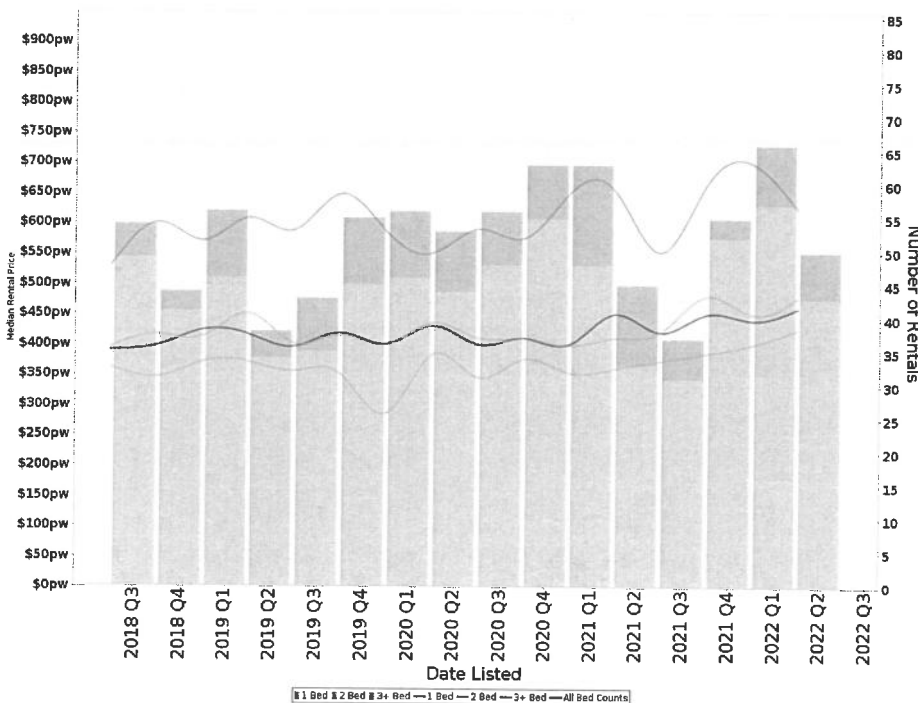
Current Median Price: \$1,080,000
Previous Median Price: \$882,000
Based on 56 registered House sales compared over the last two rolling 12 month periods.

Suburb Rental Yield

+2.6%

Current Median Price: \$1,080,000
Current Median Rent: \$550
Based on 47 registered House rentals compared over the last 12 months.

Median Weekly Rents (Units)



Suburb Sale Price Growth

+9.2%

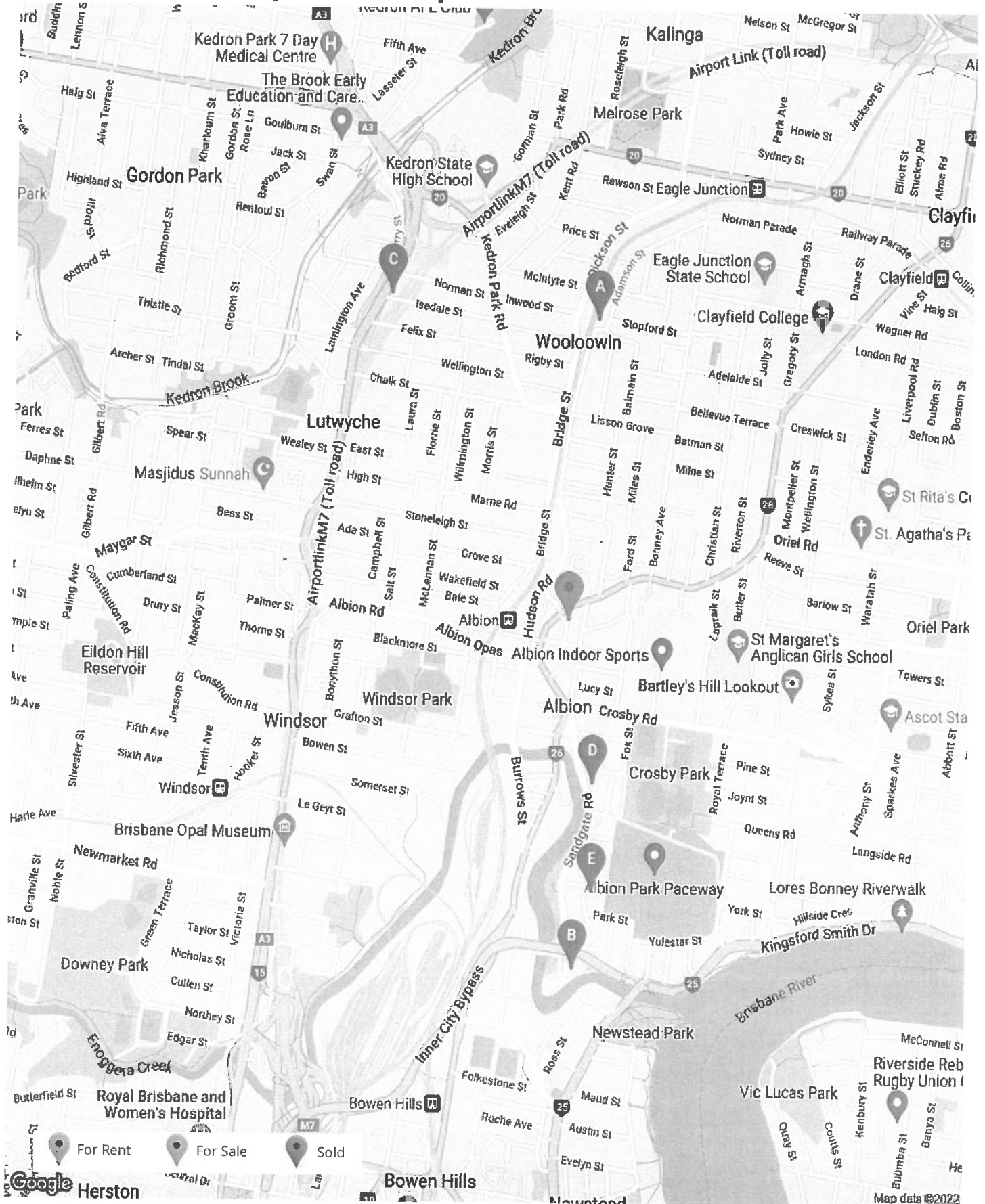
Current Median Price: \$482,500
Previous Median Price: \$441,750
Based on 218 registered Unit sales compared over the last two rolling 12 month periods.

Suburb Rental Yield

+4.3%

Current Median Price: \$482,500
Current Median Rent: \$400
Based on 192 registered Unit rentals compared over the last 12 months.




Comparable Properties Map




Nearby Comparable Sold Properties

There are 5 sold properties selected within the radius of 2000.0m from the focus property. The lowest sale price is \$0 and the highest sale price is \$1,320,000 with a median sale price of \$450,000. Days listed ranges from 20 to 121 days with the average currently at 62 days for these selected properties.

105 ADAMSON ST, WOOLLOOWIN, QLD 4030


UBD Ref: Brisbane - 140 E9
Distance from Property: 1.1km  3  1  -






Property Type: Commercial
Area: 382 m²
Area \$/m²: \$2,670
RPD: L3 RP80907


Features:

Sale Price: **\$1,020,000 (Normal Sale)**
Sale Date: 23/07/2021 Days to Sell: **21 Days**
Last Price: Auction 23/07/21 Chg %:
First Price: Auction Chg %:



31/14 ARGYLE ST, ALBION, QLD 4010


UBD Ref: Brisbane - 140 E18
Distance from Property: 1.3km  -  -  2



Property Type: Commercial
Area: 100 m²
Area \$/m²:
RPD: L31 BUP7248


Features:

Sale Price: **Price Withheld (Agents Advice -**
Sale Date: 24/05/2022 Days to Sell: **105 Days**
Last Price: Contact Glenn Corrigan Chg %:
First Price: Contact Glenn Corrigan Chg %:



623B LUTWYCHE RD, LUTWYCHE, QLD 4030

UBD Ref: Brisbane - 140 B8
Distance from Property: 1.4km  -  -  -



Property Type: Commercial
Area: 225 m²
Area \$/m²:
RPD: L200 SP272010

Features:

Sale Price: **Price Withheld (Agents Advice -**
Sale Date: 07/03/2022 Days to Sell: **44 Days**
Last Price: Auction 9 March 2022 Chg %:
First Price: Auction 9 March 2022 Chg %:



5/139 SANDGATE RD, ALBION, QLD 4010

UBD Ref: Brisbane - 140 E16
Distance from Property: 602m  -  -  2



Property Type: Industrial
Area: 308 m²
Area \$/m²:
RPD: L5 BUP6062

Features:

Sale Price: **Price Withheld (Agents Advice -**
Sale Date: 12/03/2022 Days to Sell: **121 Days**
Last Price: Contact Agent Chg %:
First Price: Contact Agent Chg %:



43 NARIEL ST, ALBION, QLD 4010

UBD Ref: Brisbane - 140 E17
Distance from Property: 992m  -  -  5



Property Type: Industrial
Area: 240 m²
Area \$/m²: \$5,500
RPD: L1 RP110798

Features:

Sale Price: **\$1,320,000 (Normal Sale)**
Sale Date: 11/11/2021 Days to Sell: **20 Days**
Last Price: Contact Agent Chg %: **-2.2%**
First Price: Contact Agent Chg %: **-2.2%**



Prepared on 27/07/2022 by Scott Darwon , +61 401 151 090 at Ray White Bulimba. © Property Data Solutions Pty Ltd 2022 (pricefinder.com.au)

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4 ANSTEY STREET, ALBION, QLD 4010



Appraisal Price

This market analysis has been prepared on 27/07/2022 and all information given has been based on a current market analysis for the property listed above. Based on this, we believe this property to be estimated in the following range:

\$1,350,000 to \$1,500,000

Median \$1,425,000

Contact your agent for further information:



Agent Name: Scott Darwon
Mobile: +61 401 151 090
Office: Ray White Bulimba
Office Phone: +61 (7) 3254 1022
Email: scott.darwon@raywhite.com

SETTLEMENT STATEMENT

Matter No: HUP211452
Re: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust
 Brisbane Purchase from Misch Investments Pty Ltd A.C.N. 142 911 260 as
 Trustee
Property: 4 Anstey Street, Albion, Queensland 4822

Settlement Date: 17 January, 2022

Adjustment Date: 17 January, 2022

Contract Date: 1 December, 2021

Settlement Place: PEXA

Settlement Time: 1:30pm

Contract Price	\$1,025,000.00
Less Deposit	<u>102,500.00</u>
	\$922,500.00
Less Release Fee	<u>197.00</u>
	\$922,303.00
Plus Rates (adjusted as paid for 1/01/2022 to 31/03/2022) <u>\$699.92 x 73 days</u> 90 days	<u>567.71</u>
	\$922,870.71
Less Water services charges (\$236.88/ 365 days = 0.6489 per day) For period 21/12/21 to 17/01/22 = 28 days @ 0.6489 per day	<u>18.17</u>
	\$922,852.54
Less Sewerage service charges (\$627.36/ 365 days = 1.719 per day) For period 21/12/21 to 17/01/22 = 28 days @ 1.719 per day	<u>48.13</u>
	\$922,804.41
Less Water Usage - For the period 21/12/21 to 17/1/22 based on average daily consumption of 0.513kl per day, being 0.513kl x 27 days x \$4.069 per kl	<u>56.38</u>
	\$922,748.03
Less Special Water Meter Reading Results - For the period 6/10/21 to 20/12/21	<u>409.67</u>
BALANCE AT SETTLEMENT	<u><u>\$922,338.36</u></u>

CHEQUE DETAILS

1. PEXA	\$117.92
2. Brisbane City Council	\$705.18
3. ANZ	\$446,459.50
4. ANZ Bank	\$320.00
5. ANZ Bank	\$5,727.26
6. TBA by Seller	<u>\$469,008.50</u>
CHEQUES TOTAL	<u><u>\$922,338.36</u></u>

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PO Box 4025
 ROBINA TOWN CENTRE 4230
 Ph. (07) 5699 8100
 Fax. (07) 5562 2444
 info@avasolicitors.com.au

Trust Account Statement

The Manager
 Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the
 Hupfeld Bare Trust Brisbane
 11 Welby Street
 BROADBEACH WATERS QLD 4218

As at: 22/04/2022

Person Responsible: Karen Cox

Matter: HUP211452

Client: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane

Description: Purchase from Misch Investments Pty Ltd A.C.N. 142 911 260 as Trustee - 4 Anstey Street, Albion 4010

Institution: Westpac Banking Corporation

Account: AVA Solicitors Pty Ltd ATF The AVA Trust Law Practice Trust Account

BSB: 034279

Account Number: 482590

* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
04/01/2022 *05/01/2022	Receipt 5900	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Transfer Duty	-	\$39,462.50	\$39,462.50
11/01/2022	Payment EFT22-24	Paid by EFT to: Acc Name: Office of State Revenue Collection Account BSB064013 Acc No: 10000935 Reason: Transfer Duty	\$39,462.50	-	-
12/01/2022 *13/01/2022	Receipt 5921	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Titles Office Registration Fees, Legal Fees & Outlays	-	\$926,000.00	\$926,000.00
13/01/2022 *14/01/2022	Receipt 5929	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Titles Office Registration Fees, Legal Fees & Outlays	-	\$1,541.97	\$927,541.97
14/01/2022 *17/01/2022	Receipt 5937	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Transfer Duty, Titles Office Registration Fees,	-	\$1,006.85	\$928,548.82

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17/01/2022	Payment EFT22-35	Paid by EFT to: Acc Name: AVA SOLICITORS BSB034279 Acc No: 482582 Reason: Trust to Office Transfer	\$2,553.54	-	\$925,995.28
18/01/2022	Payment PEXA217215600	Paid by EFT to: Acc Name: PEXA Clearing Account BSB035892 Acc No: 059131 Reason: Settlement Monies, Transfer Duty, Titles Office Registration Fees, Legal Fees and Outlays	\$925,995.28	-	-
			<hr/>		
			\$968,011.32	\$968,011.32	-

22 December 2021



AVA Solicitors Pty Ltd ATF AVA Trust
ABN: 98 826 179 059
Our Ref: KMC:MB:HUP211452
Contact: Karen Cox
Email: karen@avasolicitors.com.au
Phone: 07 5699 8100

Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane
11 Welby Street
BROADBEACH WATERS QLD 4218

TAX INVOICE 25756

**YOUR PURCHASE FROM MISCH INVESTMENTS PTY LTD A.C.N. 142 911 260 AS TRUSTEE
PROPERTY: 4 ANSTEY STREET, ALBION, QUEENSLAND 4822**

	AMOUNT	GST	TOTAL
Professional Fees	\$1,600.00	\$160.00	\$1,760.00
Disbursements	\$766.22	\$27.32	\$793.54
INVOICE TOTAL	\$2,366.22	\$187.32	\$2,553.54
Less Payments received			\$0.00
Less Funds to be transferred from Trust			\$0.00
BALANCE DUE			\$2,553.54

Please see the attached schedule for details of Professional Fees and Disbursements.

**PAYMENT OF THIS TAX INVOICE IS DUE PRIOR TO SETTLEMENT OR WITHIN 7 DAYS OF THE
DATE OF THIS INVOICE WHICHEVER IS THE EARLIER.**

With Compliments

**Andre Vosloo
Director**

E & O.E

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PROFESSIONAL FEES

Date	Staff	Description	Units	Amount Ex GST
22/12/2021	KMC	Attending to all matters necessary to effect settlement as agreed		\$1,600.00
Total			0	\$1,600.00

DISBURSEMENTS

Date	Description	Amount Ex GST	GST	Total
03/12/2021	ASIC: Organisation Extract - HUPFELD PROPERTY PTY LTD ACN 636 751 427	\$26.00	\$1.70	\$27.70
04/12/2021	QLD: Title Search - 2RP225674	\$34.84	\$1.81	\$36.65
04/12/2021	QLD: Plan Image - RP225674	\$35.88	\$1.77	\$37.65
06/12/2021	Courier Fee Broadbeach Waters	\$11.75	\$1.18	\$12.93
08/12/2021	Express post to Oxenford	\$8.36	\$0.84	\$9.20
17/12/2021	Brisbane City Council Search Fee	\$325.25		\$325.25
17/12/2021	Queensland Urban Utilities Search Fee	\$49.25		\$49.25
21/12/2021	InfoTrack: QLD Contaminated Land Register - DES: Contaminated Land Search (Charged per Lot) - 2/RP225674	\$84.63	\$3.07	\$87.70
21/12/2021	Department of Transport & Main Roads: Property Search - Lot 2 Plan RP225674	\$45.45	\$4.55	\$50.00
21/12/2021	InfoTrack: QLD Certificate - QCAT - Queensland Civil and Administrative Tribunal: Neighbourhood Disputes Search - Per Vendor - 2	\$28.62	\$0.98	\$29.60
21/12/2021	InfoTrack: QLD Land Tax Certificate - 2/RP225674	\$59.29	\$5.93	\$65.22
21/12/2021	PPSR search fee	\$2.00		\$2.00
21/12/2021	ASIC: On-File Report Current - HUPFELD PROPERTY PTY LTD ACN 636 751 427	\$20.15	\$2.01	\$22.16
22/12/2021	Title Check Search (day of settlement)	\$34.75	\$3.48	\$38.23
Total		\$766.22	\$27.32	\$793.54

Bill Notices

(Legal Profession Act s331(1))

Disputes

If you dispute our legal costs you may:

- Contact us to discuss your concerns with us;
- Request an itemised bill;
- Apply for a costs assessment within 12 months of delivery of a bill or request for payment;
- Apply to set aside the costs agreement within six years or such other time period as the law permits.

Interest payable

The current interest rate charged on unpaid bills is at the rate that is equal to the Cash Rate Target as defined by the Regulations to the Act, plus two percentage points as at the date of this bill.

Other information

For more information about your rights, please read the facts sheet titled "Legal Costs – your right to know".

You can ask us for a copy or obtain it from the Queensland Law Society or download it from their website at www.qls.com.au.

NOTICE OF WITHDRAWAL OF TRUST MONEY

Legal Profession Regulation 2007 (s.58)

We hereby provide you with notice, as required by section 58 of the *Legal Profession Regulation 2007 (Qld)*, that once we have received cleared settlement funds into our Trust Account on your behalf, we will, where permitted by law, be withdrawing those settlement monies and attending to payment of our legal costs, outlays and/or disbursements as well as all other outstanding amounts owing in relation to your matter.

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PO Box 4025
 ROBINA TOWN CENTRE 4230
 Ph. (07) 5699 8100
 Fax. (07) 5562 2444
 info@avasolicitors.com.au

Trust Account Statement

The Manager
 Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the
 Hupfeld Bare Trust Brisbane
 11 Welby Street
 BROADBEACH WATERS QLD 4218

As at: 22/04/2022

Person Responsible: Karen Cox

Matter: HUP211452

Client: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane

Description: Purchase from Misch Investments Pty Ltd A.C.N. 142 911 260 as Trustee - 4 Anstey Street, Albion 4010

Institution: Westpac Banking Corporation

Account: AVA Solicitors Pty Ltd ATF The AVA Trust Law Practice Trust Account

BSB: 034279

Account Number: 482590

* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
04/01/2022 *05/01/2022	Receipt 5900	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Transfer Duty	- (1)	\$39,462.50	\$39,462.50
11/01/2022	Payment EFT22-24	Paid by EFT to: Acc Name: Office of State Revenue Collection Account BSB064013 Acc No: 10000935 Reason: Transfer Duty	\$39,462.50	-	-
12/01/2022 *13/01/2022	Receipt 5921	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Titles Office Registration Fees, Legal Fees & Outlays	(2)	\$926,000.00	\$926,000.00
13/01/2022 *14/01/2022	Receipt 5929	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Titles Office Registration Fees, Legal Fees & Outlays	- (3)	\$1,541.97	\$927,541.97
14/01/2022 *17/01/2022	Receipt 5937	Received from: Hupfeld Property Pty Ltd A.C.N. 636 751 427 ATF the Hupfeld Bare Trust Brisbane 11 Welby Street BROADBEACH WATERS QLD 4218 Reason: Settlement Monies, Transfer Duty, Titles Office Registration Fees,	- (4)	\$1,006.85	\$928,548.82

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17/01/2022	Payment EFT22-35	Paid by EFT to: Acc Name: AVA SOLICITORS BSB034279 Acc No: 482582 Reason: Trust to Office Transfer	\$2,553.54	-	\$925,995.28
18/01/2022	Payment PEXA217215600	Paid by EFT to: Acc Name: PEXA Clearing Account BSB035892 Acc No: 059131 Reason: Settlement Monies, Transfer Duty, Titles Office Registration Fees, Legal Fees and Outlays	\$925,995.28	-	-
			<hr/>		
			\$968,011.32	\$968,011.32	-

Date	Category	Description	Debit	Credit	Balance
04 Feb 2022	Uncategorised	BPAY TO COGC - RATES	1,432.63		79,485.27
04 Feb 2022	Uncategorised	BPAY TO COGC - RATES	1,448.95		80,917.90
03 Feb 2022	Transfers	HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	82,366.85
03 Feb 2022	Transfers	CBA RENT Lot 239 MWL		7,686.25	81,812.45
02 Feb 2022	Transfers	CBA RENT Lot 238 MWL		6,985.00	74,126.20
01 Feb 2022	Transfers	CBA RENT Lot 237 MWL		7,150.00	67,141.20
28 Jan 2022	Transfers	HUDSONACCOUNTING RENT 1 4 ANSTEY ST		554.40	59,991.20
19 Jan 2022	Transfers	REFUND STAMP DUTY PAYMENT FOR 4 ANSTEY	39,462.50		59,436.80
18 Jan 2022	Transfers	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	275.00		98,899.30
14 Jan 2022	Transfers	4 ANSTEY	1,006.85		99,174.30
13 Jan 2022	Transfers	FINAL SETTLEMENT PAYMENT - 4 ANSTEY	1,541.97		100,181.15
13 Jan 2022	Direct Debits	PP TO J AND C HUPFELD	4,000.00		101,723.12
13 Jan 2022	Direct Debits	LOAN REPAYMENT FROM SMSF	5,328.37		105,723.12
13 Jan 2022	Direct Debits	LOAN REPAYMENT FROM SMSF	4,475.83		111,051.49
12 Jan 2022	Uncategorised	BPAY TO GCCC - WATER	660.75		115,527.32
12 Jan 2022	Uncategorised	BPAY TO GCCC - WATER	635.37		116,188.07
12 Jan 2022	Uncategorised	BPAY TO GCCC - WATER	635.37		116,823.44
12 Jan 2022	Uncategorised	BPAY TO DEFT PAYMENTS	3,152.58		117,458.81
12 Jan 2022	Uncategorised	BPAY TO DEFT PAYMENTS	2,924.54		120,611.39
12 Jan 2022	Uncategorised	BPAY TO DEFT PAYMENTS	2,930.04		123,535.93
12 Jan 2022	Transfers	FUNDS TFR TO AVA SOLICITORS LAW PRACTICE	926,000.00		126,465.97
10 Jan 2022	Uncategorised	BPAY TO ASIC	276.00		1,052,465.97
10 Jan 2022	Transfers	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		1,052,741.97
10 Jan 2022	Uncategorised	BPAY TO ASIC	139.00		1,052,961.97
10 Jan 2022	Uncategorised	BPAY TO ASIC	369.00		1,053,100.97
10 Jan 2022	Uncategorised	BPAY TO EZIDEBITBPAY	303.04		1,053,459.97
10 Jan 2022	Uncategorised	BPAY TO EZIDEBITBPAY	281.28		1,053,763.01
10 Jan 2022	Uncategorised	BPAY TO EZIDEBITBPAY	179.83		1,054,044.29
10 Jan 2022	Transfers	BPAY DEPOSIT		200,000.00	1,054,224.12
10 Jan 2022	Transfers	BPAY DEPOSIT		200,000.00	854,224.12
06 Jan 2022	Transfers	BPAY DEPOSIT		200,000.00	654,224.12
05 Jan 2022	Transfers	BPAY DEPOSIT		200,000.00	454,224.12
04 Jan 2022	Transfers	CBA RENT Lot 239 MWL		7,686.25	254,224.12
04 Jan 2022	Transfers	CBA RENT Lot 237 MWL		7,150.00	246,537.87
04 Jan 2022	Transfers	CBA RENT Lot 238 MWL		6,985.00	239,387.87
04 Jan 2022	Transfers	BPAY DEPOSIT		200,000.00	232,402.87
13 Dec 2021	Direct Debits	PP TO J AND C HUPFELD	4,000.00		32,402.87
13 Dec 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	5,328.37		36,402.87
13 Dec 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	4,475.83		41,731.24
09 Dec 2021	Uncategorised	BPAY TO TAX OFFICE PAYMENTS	151.00		46,207.07
06 Dec 2021	Transfers	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	1,430.00		46,358.07
06 Dec 2021	Uncategorised	BPAY TO EZIDEBITBPAY	330.72		47,788.07
06 Dec 2021	Uncategorised	BPAY TO EZIDEBITBPAY	403.08		48,118.79
06 Dec 2021	Uncategorised	BPAY TO EZIDEBITBPAY	500.99		48,521.87
03 Dec 2021	Transfers	4 ANSTEY STREET	100,000.00		49,022.86
03 Dec 2021	Transfers	CBA RENT Lot 239 MWL		7,686.25	149,022.86
02 Dec 2021	Transfers	4 ANSTEY STREET	2,500.00		141,336.61
02 Dec 2021	Transfers	CBA RENT Lot 238 MWL		6,985.00	143,836.61
01 Dec 2021	Uncategorised	BPAY TO TAX OFFICE PAYMENTS	8,773.00		136,851.61
01 Dec 2021	Transfers	CBA RENT Lot 237 MWL		7,150.00	145,624.61
01 Dec 2021	Transfers	BPAY DEPOSIT		100,000.00	138,474.61
12 Nov 2021	Direct Debits	PP TO J AND C HUPFELD	4,000.00		38,474.61
12 Nov 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	5,328.37		42,474.61
12 Nov 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	4,475.83		47,802.98
03 Nov 2021	Transfers	CBA RENT Lot 239 MWL		7,686.25	52,278.81
02 Nov 2021	Transfers	CBA RENT Lot 238 MWL		6,985.00	44,592.56
01 Nov 2021	Transfers	CBA RENT Lot 237 MWL		7,150.00	37,607.56
18 Oct 2021	Uncategorised	BPAY TO EZIDEBITBPAY	160.85		30,457.56
18 Oct 2021	Uncategorised	BPAY TO EZIDEBITBPAY	141.37		30,618.41
18 Oct 2021	Uncategorised	BPAY TO EZIDEBITBPAY	101.14		30,759.78
13 Oct 2021	Direct Debits	PP TO J AND C HUPFELD	4,000.00		30,860.92
13 Oct 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	5,328.37		34,860.92
13 Oct 2021	Direct Debits	LOAN REPAYMENT FROM SMSF	4,475.83		40,189.29

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1

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2

Deposit \$102500

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33-9



Contract for Commercial Land and Buildings

Eighth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Land and Buildings in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

A CONTRACT DATE

NOTE 1 1-12-2021

B AGENT:

NAME: Raine & Horne Commercial Brisbane North

ADDRESS: STREET: 337 Gympie Road

SUBURB: Kedron STATE: QLD POSTCODE: 4031

PHONE: 07 3352 8900 FAX: 07 3352 8999 EMAIL: info@rhcommercial.com

ABN/ACN: 99 125 932 578 LICENCE NO: 3202041

C SELLER:

NAME: Misch Investments Pty Ltd ACN 142 911 260 trustee under instrument 713342795 (The EFC Trust)

ADDRESS: STREET: c/ - Level 19, 480 Queen Street

SUBURB: Brisbane STATE: QLD POSTCODE: 4000

PHONE: c/- 07 3169 4764 FAX: MOBILE: EMAIL: c/ - mlightfoot@hwle.com.au

ABN/ACN: 11 332 035 625

D SELLER'S SOLICITOR:

NAME: HWL Ebsworth Lawyers (Attn: Mark Lightfoot)

ADDRESS: STREET: Level 19, 480 Queen Street
(GPO Box 2033, Brisbane QLD 4001)

SUBURB: Brisbane STATE: QLD POSTCODE: 4000

PHONE: 07 3169 4764 FAX: MOBILE: 0414 495 424 EMAIL: milightfoot@hwle.com.au

ABN/ACN:

~~Do not write initials~~ initials not required if signed with Electronic Signature)

E BUYER:

NAME: HUPFELD PROPERTY GROUP PTY LTD as Trustee
 ADDRESS: STREET: for Hupfeld Bare Trust Brisbane
11 Welby Street
 SUBURB: Broadbeach Waters STATE: Q POSTCODE: 4218
 PHONE: 0422 274154 FAX: MOBILE: EMAIL: stockists @ madewithlove
bridal.com
 ABN/ACN:

F BUYER'S SOLICITOR:

NAME: AVA Solicitors (Karen Cox)
 ADDRESS: STREET: PO Box 4025
 SUBURB: Robina TOWN Centre STATE: Q POSTCODE: 4230
 PHONE: 5699 8100 FAX: MOBILE: EMAIL: info @ avasolicitors.com.au
 ABN/ACN:

G DEPOSIT HOLDER:

NAME: Tonetwo Pty Ltd t/a Raine & Horne Commercial Sales Trust Account PHONE: 07 3352 8900

H LAND:

Address: 4 Anstey Street
 Suburb: Albion STATE: Qld POSTCODE: 4010
 Present use: (if any) Commercial
 Description: Lot 2 on RP225674
 Title reference: 18291016 Area: more or less

NOTE 2
(See
warning)

NOTE 3

Type of holding: Freehold Lease No:
 Local Government: Brisbane City Council

I IMPROVEMENTS INCLUDED IN SALE:

NOTE 4

Nature of Buildings: Commercial

Unless excluded below, the Purchase Price includes all partitions, stoves, hot water systems, wall-to-wall floor coverings, drapes and tracks, blinds, light fittings, clothes lines, hoists, fixed television or satellite antennae or dishes, in-ground shrubs and all fixtures as inspected by the Buyer.

Exclusions: All fixtures and fittings belonging to any Tenant.

J OTHER CHATTELS INCLUDED IN SALE: ■ Attach inventory if insufficient space

Nil.

Do NOT include initials not required if signed with Electronic Signature)

K THE LAND IS SOLD AS:

Choose which applies

Freehold

Subject to the reservations exceptions and conditions in the deed of grant

Leasehold

Subject to the conditions of the Crown leasehold title

L ENCUMBRANCES:

Is the Property sold subject to any Encumbrances? No Yes, listed below

See Annexure "A" - Special Conditions

WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

M LEASES AND SERVICE CONTRACTS:

NOTE 5 See Lease Schedule and Service Contract Schedule.

N PURCHASE PRICE:

\$ 1,025,000.00

O DEPOSIT:

The amount equal to 10% of the Purchase Price

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$ 102,500.00

Balance Deposit (if any) payable on:

Deposit Holder's Trust Account:

Tonetwo Pty Ltd t/a Raine & Horne Commercial Sales Trust Account

Bank: Bank of Queensland

BSB: 124 021

Account No: 20508727

P DEFAULT INTEREST RATE:

CLAUSE 11 & NOTE 6

%

If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

Q SETTLEMENT DATE:

45 days after the Contract Date

or the next Business Day if that is not a Business Day in the city or town in item R

R CITY OR TOWN FOR SETTLEMENT:

CLAUSES 25.1 & 25.2

Brisbane CBD

FINANCE

NOTE 7

SUBJECT TO FINANCE:

If this Contract is subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialed.

CLAUSE 31

NOT SUBJECT TO FINANCE:

If this Contract is not to be subject to finance then Items S, T and U must be deleted and initialed and Item V shall apply.

S LENDER OR CLASS OF LENDER:

Initials not required if signed with Electronic Signature

T THE APPROVAL DATE:

The _____ day of _____
DAY MONTH YEAR

OR the next Business Day if that is not a Business Day in the city or town in Item R

U AMOUNT OF LOAN:

\$ _____

V

THIS CONTRACT IS NOT SUBJECT TO FINANCE AND CLAUSE 31 OF THE STANDARD COMMERCIAL CONDITIONS DOES NOT APPLY.

W NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with Section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land: (select whichever is applicable)

■ **WARNING:** Failure to comply with §83 Neighbourhood Disputes (Dividing Fences and Trees Act 2011) by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

*is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land

*is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

X BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: Not applicable

■ If 'Inspection Date' is not completed, the contract is not subject to an inspection report and clause 35 does not apply.

Initials not required if signed with Electronic Signature)

GST TABLE

GOODS AND SERVICES TAX – WARNING

Marking the GST Items in the GST Table may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST items and not rely on the Agent to complete the GST items.

Notes to completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST1 is marked:
 - items GST2 and GST3 must not be marked;
 - despite any markings of items GST2 and GST3, Clauses 34.4, 34.5 and 34.6 do not apply.
- C. If the Yes box in item GST2 is marked:
 - items GST1 and GST3 must not be marked;
 - despite any marking of items GST1 and GST3, Clauses 34.4, 34.5 and 34.7 do not apply.

GST1 Going Concern:

Is this a sale of a Going Concern? Yes
If Yes, clause 34.7 (If the Supply is a Going Concern) applies.
Otherwise clause 34.7 (If the Supply is a Going Concern) does not apply.
If the Yes box is marked, do not complete items GST2 and GST3.

■ **WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

GST2 Margin Scheme:

Is the Margin Scheme to apply to the sale of the Property? Yes
If Yes, clause 34.6 (Margin Scheme) applies.
Otherwise clause 34.6 (Margin Scheme) does not apply.
The Seller must not apply the Margin Scheme to the Supply of the Property if clause 34.6 does not apply.

■ If the Yes box is marked, do not complete items GST1 and GST3.

GST3 Inclusive or Exclusive Purchase Price:

Does the Purchase Price include GST?

Mark 1 box only

Yes

If Yes, clause 34.4 (Purchase Price includes GST) applies.

No

If No, clause 34.5 (Purchase Price Does Not Include GST) applies

■ Do not complete item GST3 if item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.

If neither box is marked or if both boxes are marked, clause 34.4 (Purchase Price Includes GST) applies.

GST WITHHOLDING OBLIGATIONS

Buyer Warranty

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?
(select whichever is applicable)

Yes

No

■ **WARNING:** the Buyer warrants in clause 4.5 that this information is true and correct.

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement]

Do not write initials not required if signed with Electronic Signature)

LEASE SCHEDULE*

See Clause 32 of Standard Commercial Terms

LEASE 1:

Name of Tenant: Anthony Krause
Use: Commercial Office
Location/Tenancy No: Suite 1, 4 Anstey Street, Albion QLD 4010
Area of Tenancy (m² approx.): 75m²
Current Rent per Annum: \$26,250.00 plus GST inclusive of outgoings exclusive of outgoings
Current Commencement Date: 01/11/2021
Current Lease Term: 6 months
Remaining Options:
Option 1 Term _____ years
Option 2 Term _____ years
Option 3 Term _____ years
Tenant Car Park: No.: _____ Rate \$ _____ per annum per month

LEASE 2:

Name of Tenant: _____
Use: _____
Location/Tenancy No: _____
Area of Tenancy (m² approx.): _____
Current Rent per Annum: \$ _____ inclusive of outgoings exclusive of outgoings
Current Commencement Date: _____
Current Lease Term: _____
Remaining Options:
Option 1 Term _____ years
Option 2 Term _____ years
Option 3 Term _____ years
Tenant Car Park: No.: _____ Rate \$ _____ per annum per month

* Attach further Schedule if insufficient space.

SERVICE CONTRACT SCHEDULE*

See Clause 32 of Standard Commercial Terms

CONTRACT 1:

Contractor: Nil
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

CONTRACT 2:

Contractor: _____
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

CONTRACT 3:

Contractor: _____
Service Performed: _____
Cost: \$ _____ per annum per quarter per month

Do not stamp or add initials not required if signed with Electronic Signature)

CONTRACT 4:

Contractor:

Service Performed:

Cost:

\$ _____ per annum per quarter per month

CONTRACT 5:

Contractor:

Service Performed:

Cost:

\$ _____ per annum per quarter per month

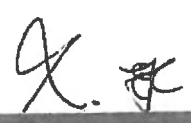
**Attach further Schedule if insufficient space.*

Do not delete Initials not required if signed with Electronic Signature)

SPECIAL CONDITIONS

See Annexure "A" - Special Conditions

The approval by The Real Estate Institute of Queensland Limited and the Queensland Law Society Inc does not extend to any alterations to the printed text of the Standard Commercial Terms or to any Special Conditions of this Contract. The Standard Commercial Terms may need to be added to or varied by inserting specifically prepared Special Conditions in this Contract. If the printed text of the Standard Commercial Terms is altered, or Special Conditions are included, it is recommended that the Seller and the Buyer consult their respective legal advisers prior to signing this Contract.



Initials not required if signed with Electronic Signature)

SIGNATURES:

BUYER'S SIGNATURE:

[Handwritten signature]

By signing this contract I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

FOR BUYER - BRUCE ALLAM - AUCTIONEER
1406000.

WITNESS:

[Handwritten signature]

[Note: No witness is required if the Buyer signs using an Electronic Signature]

WITNESS NAME:

LYNETTE JEAN CUSICK.

BUYER'S SIGNATURE:

By signing this contract I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

WITNESS:

[Note: No witness is required if the Buyer signs using an Electronic Signature]

WITNESS NAME:

SELLER'S SIGNATURE:

[Handwritten signature]

By signing this contract I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

EMMA FYNES - CLINTON

WITNESS:

[Handwritten signature]

[Note: No witness is required if the Seller signs using an Electronic Signature]

WITNESS NAME:

ANGELA HANSEN

SELLER'S SIGNATURE:

By signing this contract I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

NAME OF PERSON SIGNING:
(INSERT IN BLOCK LETTERS)

WITNESS:

[Note: No witness is required if the Seller signs using an Electronic Signature]

WITNESS NAME:

DEPOSIT HOLDER'S ACKNOWLEDGEMENT:

NOTE B The Deposit Holder acknowledges having received \$ _____ as the Deposit or on account of the Deposit and agrees to hold that amount and any balance of the Deposit when received as Deposit Holder for the parties as provided in this Contract.

Deposit Holder's
Signature: _____

Licence No.: _____

Initials not required if signed with Electronic Signature)

[Handwritten initials]

Standard Commercial Terms | Commercial Land and Buildings

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1. DEFINITIONS

1.1 In this Contract, terms in bold in the Reference Schedule have the meanings shown opposite them and unless the context otherwise indicates:

- (a) "Agent" means the person named in Item B and includes auctioneer;
- (b) "ATO" means the Australian Taxation Office;
- (c) "ATO Clearance Certificate" means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) "Bond" includes any security for payment of rent or other monies or performance of any obligation pursuant to any Lease;
- (e) "Business Day" means a day other than:
- (i) a Saturday or Sunday;
 - (ii) a public holiday in the city or town named in Item R; or
 - (iii) a day in the period 27 to 31 December (inclusive)
- (f) "Buyer" means the party named in Item E;
- (g) "CGT Withholding Amount" means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- NOTES (h) "Contract Rate" means the rate of interest at the Contract Date published by the Queensland Law Society Incorporated for the purposes of clause 11;
- (i) "Deposit" means the sum stated in Item O;
- (j) "Deposit Holder" means the person named in Item G or, where no person is named in Item G, the Agent;
- (k) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (l) "Encumbrances" includes but is not limited to:
- (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (m) "Enterprise" means the enterprise (as the term is defined in the GST Act) carried on using the Property;
- (n) "Financial Institution" means a bank, building society or credit union;
- (o) "GST" means the goods and services tax under the GST Act;
- (p) "GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;
- (q) "GST Withholding Amount" means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (r) "Guarantee" means a guarantee or an undertaking in relation to any tenant or occupier under a Lease;
- (s) "ITAA" means the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997;
- (t) "Item" means an item of particulars in the Reference Schedule;
- (u) "Keys" means implements or instruments necessary for the purposes of fastening or unfastening:
- (i) the lock on any gate, door, grille, shutter or lift which secures any means of entrance to or exit from the Land (whether or not such gate, door, grille, shutter or lift forms part of the Property);
 - (ii) any other lock attached to or included in the property; and includes electronic devices and written records of all codes and combinations necessary for the purposes of fastening or unfastening any such lock;
- (v) "Land" means the land described in Item H;
- (w) "Lease" means all leases, subleases, agreements for lease, agreements for sublease and tenancy agreements whether oral or in writing, and as the context admits, licences and rights to occupy, and which are set out in the Lease Schedule;
- (x) "Local Government" means the relevant local government (and includes the Brisbane City Council);
- (y) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*.
- (z) "Property" means the property listed in Items H, I and J and includes any part of the Property;
- (aa) "Purchase Price" means the sum stated in Item N;
 - (bb) "Rent" means base rent, turnover rent, percentage rent, contributions to outgoings and any money payable by a tenant to the Seller.
 - (cc) "Security Interests" means all security interests registered on the PPSR over the Property;
 - (dd) "Seller" means the party named in Item C;
 - (ee) "Service Contract" for the purposes of clause 32 of this Contract means any contract between the Seller and another party pertaining to services performed for the benefit of the Property, which are capable of assignment, and which are set out in the Service Contract Schedule and "Service Contractor" means any party performing those services;
 - (ff) "Settlement Date" means the date stated in Item Q or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Contract;
 - (gg) "Site Value" means:
 - (i) in the case of non-rural land, site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the *unimproved* value of the Land under the *Land Valuation Act 2010*;
 - (hh) "Solicitor" means a solicitor currently entitled to practice in Australia whether acting as principal or agent;
 - (ii) "Transport Infrastructure" has the meaning in the *Transport Infrastructure Act 1994*; and
 - (jj) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 12 Unless the contrary is shown, the contract shall be deemed to have been formed on the date of this Contract and the date of this Contract shall be deemed to be the date stated in Item A.
- 13 Any reference in this Contract to a statute includes:
- (a) any statute amending, consolidating or replacing the statute; and
 - (b) Orders in Council, proclamations, regulations, rules, by-laws and ordinances made under the statute.
- 14 In this Contract, unless inconsistent with the context or subject

ODN [Signature] Initials not required if signed with Electronic Signature)

[Signature] [Signature]

matter, where the term "Item" is used in conjunction with a particular letter of the alphabet, it is a reference to the item set opposite the letter referred to.

- 15 Any defined terms used in any part of this Contract shall have the same meaning when used in any other part of this Contract.
- 16 The marginal notes in the Reference Schedule are references to clauses or notes, as the case may be, in the Standard Commercial Terms.
- 17 This Contract shall be governed by the laws of Queensland.
- 18 Headings and notes have been included for ease of reference and guidance and this Contract shall be construed without reference to them.

2. BUSINESS DAYS

- 21 If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

3. DEPOSIT

- 31 The Deposit shall be paid by the Buyer to the Deposit Holder at the times stated in Item O.
- 32 If the Buyer:

- (a) fails to pay the Deposit as provided in clause 3.1;
- (b) pays the Deposit by cheque which is post-dated; or
- (c) pays the Deposit by cheque which is not honoured on presentation;

then, the Buyer shall be in substantial breach of this Contract and the Seller may:

- (i) affirm this Contract and exercise the rights expressed in clause 13.2; or
- (ii) terminate this Contract and exercise the rights expressed in clause 13.3.

- 33 The rights and powers conferred by clause 3.2 are in addition to any other rights the Seller may have at law or in equity.
- 34 The Deposit shall be retained by the Deposit Holder until settlement or earlier termination of this Contract whereupon the Deposit Holder shall pay the Deposit to the person entitled to it.
- 35 If this Contract is terminated pursuant to the provisions of clauses 7.6, 9.3(a), 19, 20.1, 21.1, 31.2(a), 32.2, 32.3(b) or 35.4, the Deposit and other moneys paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be but without interest, costs or damages and the same shall be accepted by the Buyer in full and final satisfaction of all claims.

4. SETTLEMENT AND POSSESSION

- 41 The balance of the Purchase Price shall be paid on the Settlement Date as the Seller or the Seller's Solicitor directs in exchange for:

- (a) possession of the Property (such possession to be vacant except for any Lease);
- (b) a properly executed transfer for the Land in favour of the Buyer capable of immediate registration (after stamping) in the appropriate office free from Encumbrances (other than those set out in Item L) and title to the Property (other than the Land) free from Encumbrances (other than those set out in Item L) but subject to the conditions of this Contract;
- (c) any declaration required, by the *Duties Act 2001* to be furnished to procure the stamping of the transfer;
- (d) such other instruments or declarations as are required by law to be signed by the Seller to procure the stamping and/or registration of the transfer;
- (e) except as otherwise provided in this Contract, any instrument of title for the Land required to register the transfer;
- (f) notices of assignment issued pursuant to clause 16.5;
- (g) all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property and which are exclusive to

the Property;

- (h) true copies of all other instruments (which shall be duly stamped) in the possession or control of the Seller evidencing estates and interests affecting the Property but which are not exclusive to the Property;
- (i) the Certificate of Classification pursuant to the *Building Act 1975* appropriate to the uses stated in Item H (if the improvements on the Land may not be lawfully occupied unless such certificate has issued);
- (j) all plans and drawings relating to the construction of the improvements on the Land in the possession or control of the Seller; and
- (k) all documents in the possession or control of the Seller which the Buyer would reasonably require to enable the Buyer to manage the Property and to prepare returns under the ITAA.

- 42 If both of the following apply:

- (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
- (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 4.1, the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

- 43 For clause 4.2 and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

- (a) the Property includes items in addition to the Land and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,

in which case the market value of the Land and Improvements will be as stated in the valuation.

- 44 If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification form* ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation form* ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies

INDEALS (where initials not required if signed with Electronic Signature)

of:

- (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount;
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with s 14-250 of the Withholding Law promptly after settlement.

4.5 The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

5. KEYS

- 5.1 Immediately on settlement, the Seller shall deliver all Keys, which are in the possession or under the control of the seller, in accordance with any notice given in writing by the Buyer to the Seller and failing such notice, the Seller shall deliver the Keys:
- (a) to the Buyer, if the Buyer is present personally at settlement;
 - (b) to the Buyer's solicitor at settlement, if the Buyer is not present personally;
 - (c) to the Seller's Agent at the address shown in Item B, if neither the Buyer nor any solicitor acting for the Buyer is present personally at settlement;
 - (d) to and will leave the keys at the Property if none of the provisions of clauses 5.1(a), 5.1(b) or 5.1(c) are applicable.
- 5.2 At or prior to settlement, the Seller shall make a written record of all codes and combinations necessary for the purposes of fastening or unfastening any lock referred to in the definition of Keys.

6. INVESTMENT OF DEPOSIT

- 6.1 If either party directs by notice in writing to the Deposit Holder to invest the Deposit then (where the Deposit Holder is lawfully able) the Deposit Holder shall invest the Deposit with any Financial Institution permitted by law for the investment of trust monies until the Settlement Date.
- 6.2 If this Contract is completed, all interest accruing on the Investment of the Deposit shall be shared equally between the Seller and the Buyer. If this Contract is not completed for any reason, the interest accruing on the Deposit shall be paid to the party entitled to the Deposit upon termination of this Contract.
- 6.3 The Deposit and any accrued interest shall be invested at the risk of the party to whom the Deposit and accrued interest is ultimately payable and the Deposit Holder shall not be liable for any loss suffered by the parties in consequence of an investment pursuant to clause 6.1.
- 6.4 To facilitate investment of the Deposit, each party shall notify its tax file number to the Deposit Holder within 4 Business Days following the date of this Contract.
- 6.5 The parties authorise the Deposit Holder to prepare and lodge any taxation return necessary in respect of the Deposit and interest and to pay any tax assessed out of the Deposit and interest and indemnify the Deposit Holder against any taxation assessed in respect of such interest.
- 6.6 The Seller and the Buyer shall be deemed to be presently entitled in equal shares to any interest accrued for the purposes of ITAA.

7. SELLER'S STATEMENT

- 7.1 The Buyer is not entitled to deliver to the Seller requisitions or enquiries on or to the Seller's title to the Property.

7.2 The Seller states that, except as disclosed in this Contract, each of the following statements is accurate at the time the Seller executes this Contract:

- (a) the Seller has free and unqualified capacity and power to contract and to complete this Contract;
- (b) the Seller is not under any legal disability which affects the Seller's capacity to contract and to complete this Contract; and
- (c) if the Seller is a trustee, the Seller has free and unqualified power of sale under the Instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this Contract or the settlement of this Contract.

7.3 The Seller states that, except as disclosed in this Contract, each of the following statements will be accurate at the Settlement Date:

- (a) there is no current litigation by any person claiming an estate or interest in the Property;
- (b) there is no unsatisfied judgment, order or writ of execution which affects the Property;
- (c) no order has been made under Part 11 of the *Property Law Act 1974* which would operate as a charge on the Land;
- (d) there is no order of a Court or other competent authority affecting the ability of the Seller to complete this Contract;
- (e) no notice has been issued by a competent authority or proceedings instituted in a Court pursuant to any statute whereby the interest of the Seller in the Property may be rendered liable to forfeiture to the Crown;
- (f) if the Land is Crown leasehold title, the Crown leasehold title is not rendered liable to forfeiture by reason of the non-observance or non-performance of the covenants or conditions of the lease;
- (g) if the Seller is a natural person, the Seller is not a bankrupt nor has the Seller signed any authority under section 188 of the *Bankruptcy Act 1966* (Cth);
- (h) if the Seller is a corporation within the meaning of the *Corporations Act 2001* (Cth):
 - (i) the Seller is not in liquidation;
 - (ii) no action has been taken by or against the Seller which could lead to the winding up of the Seller;
 - (iii) an administrator, controller or managing controller has not been appointed to the Seller or in respect of the whole or any part of the Property; and
 - (iv) a compromise or arrangement has not been proposed between the Seller and its members or creditors nor agreed to by the members or creditors nor sanctioned by a Court; and
- (i) the Seller is the registered owner or the lessee of the Land (according to the title expressed or implied in this Contract).

7.4 If a statement contained in either clause 7.2 or clause 7.3 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

7.5 If this Contract is terminated pursuant to clause 7.4, the Deposit and other moneys paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be and the Seller shall be liable by way of damages as compensation for the loss suffered by the Buyer in such sum as at the time this Contract was made was reasonably foreseeable as the loss liable to result, and which does in fact result from a termination of this Contract due to a statement contained in either clause 7.2 or clause 7.3 not being accurate.

7.6 (1) The Seller warrants that, except as disclosed in this Contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the date of this Contract:

- (a) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of a notifiable activity being conducted on the Land; and

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- (b) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
 - (2) If the Seller breaches a warranty in clause 7.6(1), the Buyer may:
 - (a) terminate this Contract by notice in writing to the Seller given 14 days after the date of this Contract; or
 - (b) complete this Contract and claim compensation, but only if the Buyer claims it in writing before settlement of this Contract.
- 7.7 If requested by the Buyer, the Seller within 14 days of such request shall:
- (a) produce to the Buyer all unregistered documents relating to the Property and full and proper particulars of all unregistered dealings that so relate; and
 - (b) deliver to the Buyer photocopies of such documents or dealings (if the dealings are in writing) certified by the Seller or the Seller's solicitor as being true copies.

8. ERRORS AND MISDESCRIPTIONS

- 8.1 If there is any immaterial mistake or error in the description or particulars of the Property or as to title, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 8.2 If there is any material mistake or error in the description or particulars of the Property or as to title and the Buyer does not exercise any right which the Buyer has at law to terminate this Contract, the Buyer shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

9. SURVEY AND INSPECTION

- 9.1 The Buyer shall be entitled to conduct a survey of the Land to ascertain the boundaries and area of the Land and to establish the location of structures purporting to be on the Land or on adjoining land.
- 9.2 If there is any immaterial error in the boundaries or area of the Land or any immaterial encroachment, the Buyer shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Settlement Date) as the case may require. The Buyer shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 9.3 If there is any material error in the boundaries or area of the Land or any material encroachment, the Buyer shall be entitled to elect by notice in writing to the Seller given on or before the Settlement Date either:
- (a) to terminate this Contract; or
 - (b) to complete this Contract with compensation, in which event the Buyer shall be entitled to such compensation as the case may require and shall not be entitled to delay settlement or to withhold any part of the Purchase Price by reason of any such claim for compensation.

10. EXECUTION AND PRODUCTION OF DOCUMENTS

- 10.1 Subject to compliance by the Buyer with the Buyer's obligations under or by virtue of this Contract and subject to clause 10.2, the Seller shall as required do all acts and execute all documents necessary for the purpose of completing the sale and ensuring that the Buyer obtains a good and valid title to the Property.
- 10.2 All transfer documents, any declaration required pursuant to clause 4.1(c), and all Instruments or declarations required pursuant to clause 4.1(d) shall be prepared by and at the expense of the Buyer and delivered to the Seller within a reasonable time prior to the Settlement Date.
- 10.3 If so requested by the Buyer, the Seller shall deliver to the Buyer,

prior to the Settlement Date, photocopies of the documents executed by the Seller.

- 10.4 After execution of the transfer, if so requested by the Buyer and upon payment of the usual production fee by the Buyer, the Seller shall cause the transfer to be tendered to the Office of State Revenue for stamping, together with any declaration referred to in clause 4.1(c) and thereupon the Seller shall be deemed to have complied with the Seller's obligations under clause 4.1(c).
- 10.5 If an instrument of title is required to register a transfer of the Land and the instrument of title relating to the Land also relates to other land, the Seller shall not be obliged to deliver it to the Buyer but shall enter into such reasonable covenants with the Buyer as the Buyer may require for production of the instrument of title.
- 10.6 If the instrument of title is partially cancelled the Seller shall not be obliged to produce a separate instrument of title on settlement.
- 10.7 Where either clause 10.5 or clause 10.6 applies, the Buyer shall bear the cost of any new instrument of title relating to the Land.

11. INTEREST ON LATE PAYMENTS

- 11.1 The Buyer must pay interest at the annual rate in Item P:
- (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- 11.2 Interest continues to accrue:
- (a) under clause 11.1(a), from the date it is due until paid; and
 - (b) under clause 11.1(b), from the date of judgement until paid.
- 11.3 Any amount payable under clause 11.1(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- 11.4 Nothing in this clause affects any other rights of the Seller under this contract or at law.

12. DIVIDING FENCES

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of construction of any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

13. BUYER'S DEFAULT

- 13.1 If the Buyer:
- (a) fails to pay the balance of the Purchase Price as provided in clause 4; or
 - (b) fails to comply with any of the terms or conditions of this Contract;
- then the Seller may:
- (i) affirm this Contract; or
 - (ii) terminate this Contract.
- 13.2 If the Seller affirms this Contract pursuant to clause 3.2 or clause 13.1, the Seller may:
- (a) sue the Buyer for damages for breach or for specific performance and damages in addition to or instead of damages for breach; and
 - (b) recover from the Buyer as a liquidated debt the Deposit or any part of it which the Buyer has failed to pay and shall pay the Deposit or any part of the Deposit which is recovered to the Deposit Holder.
- 13.3 If the Seller terminates this Contract pursuant to clause 3.2 or clause 13.1, the Seller may elect to:
- (a) declare the Deposit (or so much of it as shall have been paid) forfeited and/or sue the Buyer for breach; or
 - (b) declare the Deposit (or so much of it as shall have been paid) forfeited and/or resell the Property and if the resale is completed within 2 years from the date of termination any deficiency and any expense arising from such resale shall be recoverable by the Seller from the Buyer as liquidated damages;

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and in either case the Seller may recover from the Buyer as a liquidated debt the Deposit or any part of it which has not been paid by the Buyer.

- 134 The rights and powers conferred upon the Seller by this clause 13 are in addition to any other right or power which the Seller may have at law or in equity.

14. PARTICULARS OF ADJUSTABLE ITEMS

- 14.1 Within a reasonable time after written request by the Buyer prior to the Settlement Date, the Seller shall deliver to the Buyer:

(a) a written statement of all rates, taxes, outgoings, rents and profits not capable of discovery by search or enquiry in any office of public record or pursuant to the provisions of any statute in respect of the Property; and

(b) (where the Land is subject to a Lease) a written statement disclosing to the extent the same is not disclosed in the Lease Schedule:

- (i) the names and postal addresses of any tenant or other occupier of the Land;
- (ii) the amounts, the due days for and the manner of payment of all periodic sums payable in respect of the Lease;
- (iii) the date to which the same shall have been paid; and
- (iv) the amounts of any Bond held from any such tenant or other occupier and the identity of the party holding such Bond.

- 14.2 If the Seller becomes aware of any information at any time between the date of delivering any such statement and settlement the effect of which is or may be to render such statement untrue in a material respect the Seller shall immediately disclose that information to the Buyer by notice in writing.

- 14.3 The Seller warrants that every such statement shall be true at the Settlement Date.

15. ADJUSTMENTS

- 15.1 The Seller shall pay or discharge all rates, taxes (including land tax) and other outgoings (except insurance premiums on insurances effected by the Buyer) with respect to the Property up to and including the date of possession.

- 15.2 The Buyer shall pay or discharge all rates, taxes (including land tax) and other outgoings with respect to the Property from the date of possession.

- 15.3 Except for water charges based on the quantity of water used all rates, taxes and outgoings shall be apportioned:

- (a) in the case of those paid by the Seller, on the amount actually paid;
- (b) in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
- (c) in the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment; and
- (d) in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Land for the assessment period immediately prior to the date of possession, on the amount payable in that separate assessment disregarding any discount for early payment.

- 15.4 Any rates in the nature of water rates and which are not determined by reference to water usage shall be apportioned in accordance with clause 15.3. Any water charges based on the quantity of water used shall be adjusted in accordance with the following provisions:

- (a) the Buyer, at the expense of the Buyer, shall read or procure the reading of any water meter installed on the Land no more than 5 days and no less than 3 days prior to the date of possession, and shall inform the Seller of the results of the water meter reading;
- (b) the deemed water usage in litres for the whole of the current rating period for water charges ("the deemed water

usage") shall be calculated as the amount which is directly proportionate to the water usage between the date of commencement of the current rating period for water charges and the date of the water meter reading referred to in clause 15.4(a) (no allowance being made for seasonal or other factors);

(c) the likely assessment of water charges for the deemed water usage shall be calculated by using the method and rates then being used by the Local Government or other water supplier ("the likely assessment");

(d) the likely assessment shall then be apportioned.

- 15.5 Land tax shall be apportioned

(a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Land was the Seller's only land; or

(b) if there is no separate Site Value for the Land, on a notional Site Value equal to:

$$\frac{\text{Site Value of the parcel} \times \text{Area of the Land}}{\text{Area of the parcel}}$$

- 15.6 If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the balance of the Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 15.3.

16. RENTS AND PROFITS GUARANTEES AND BONDS

- 16.1 The rents and profits with respect to the Property shall benefit the Seller up to and including the date of possession and thereafter shall benefit the Buyer and shall be dealt with as follows:

- (a) all unpaid rents and profits in respect of any period terminating on or prior to the date of possession shall not be apportioned between the parties on settlement but shall be recoverable by the Seller in accordance with clause 16.3;
- (b) all rents and profits paid in advance of the date of possession shall be apportioned between the parties on settlement;
- (c) all rents and profits payable in respect of any period current at the date of possession which have not been paid at the Settlement Date shall be apportioned when received by either party.

- 16.2 If on settlement a deduction is made in respect of any Bond, the Buyer shall following settlement keep the Seller indemnified in that respect.

- 16.3 The Seller assigns to the Buyer, subject to the settlement of this Contract and with effect from the Settlement Date:

- (a) the benefit of all conditions contained in any Leases on the part of the tenant or other occupier of the Land given in favour of the Seller or any predecessors in title of the Seller;
- (b) the benefit of all terms and conditions contained in the Service Contracts (subject to the consent of the Service Contractor); and
- (c) the benefit of all Guarantees or Bonds held by the Seller in respect of the Leases which are capable of assignment,

provided that all unpaid rents and profits in respect of any period terminating on or prior to the date of possession not apportioned upon settlement shall not be assigned to the Buyer but be recoverable by the Seller and to that extent Section 117 of the Property Law Act 1974 shall not apply.

- 16.4 The Buyer agrees to retain records relating to the Leases and to produce the Leases and any records relating to the Leases in any proceedings commenced by the Seller to recover any unpaid rents and profits.

- 16.5 The Seller shall prepare and execute appropriate notices to give

effect to the assignments in clause 16.3.

17. LIABILITY OF BUYER

- 17.1 The Property shall be at the risk of the Seller until 5:00pm on the next Business Day after the date of this Contract and then the risk shall pass to the Buyer. The Seller whilst continuing in possession will use the Property with reasonable care.
- 17.2 From the date of this Contract until settlement, the Seller shall use best endeavours to administer the Property and properly enforce the Leases in accordance with the usual practice of the Seller. Should any matter or circumstance arise which may materially affect the proper performance of the terms of any Lease by any party, the Seller shall immediately notify the Buyer in writing.
- 17.3 In addition to the obligations contained in clause 17.2, the Seller shall not without the prior written consent of the Buyer which shall not be unreasonably withheld:
- (a) accept or agree to accept a surrender of any Lease;
 - (b) grant any Lease for any part of the Property which is vacant at the date of this Contract or which may become vacant prior to settlement;
 - (c) consent to the variation of any Lease, proposed assignment or any other dealing concerning any Lease; or
 - (d) negotiate or set new rent.

18. ACCESS

- 18.1 The Seller shall permit the Buyer or any person authorised by the Buyer to enter the Property on the Settlement Date for the purpose of checking the inventory of chattels (if any) and ascertaining the existence and state of repair of the Property.
- 18.2 The Seller shall permit any person authorised by the Buyer in writing upon reasonable written notice to enter the Property on one occasion for the purposes of reading any water, gas, electricity or other meter.

19. CONSENTS

If any consent is required by statute to the sale or the performance of any obligation under or by virtue of this Contract, this Contract is subject to such consent being given and the party who is required, by the statute, to obtain such consent ("Applicant") shall apply for the consent and pursue the application. The Applicant shall pay all costs and fees (other than the other party's solicitor's) in respect of the application. The other party shall if and when required by the Applicant immediately join in the application and/or shall supply such information as shall be reasonably required in support of the application. If the consent is refused or not granted by the Settlement Date then either party may by notice in writing to the other terminate this Contract.

20. REQUIREMENTS OF AUTHORITIES

- 20.1 If it is established that at the date of this Contract the Local Government has given to the Seller or some other person a notice in writing pursuant to sections 247 and 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* in respect of any building or structure on the Land and the notice is current at the Settlement Date the Buyer may by notice in writing to the Seller given on the Settlement Date terminate this Contract.
- 20.2 Except for any notice referred to in clause 20.1 or a tree order disclosed under s 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, any valid notice or order issued pursuant to any statute or by any Local Government or Court necessitating the doing of work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land:
- (a) if issued before the date of this Contract shall be fully complied with by the Seller in a proper and workmanlike manner on or before the Settlement Date; or
 - (b) if issued on or after the date of this Contract shall be fully complied with by the Buyer who shall indemnify the Seller in respect of the compliance with the notice or order.

If without default of the Buyer this Contract is terminated, the Seller shall pay to the Buyer on demand any amount expended by the

Buyer in complying with any notice or order which was of the nature of a capital expenditure or has resulted in a benefit to the Seller.

21. PROPERTY ADVERSELY AFFECTED

21.1 If at the Contract Date:

- NOTE 2
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 98 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or error as to the Seller's title to the Property;
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*, and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

21.2 If no notice is given under clause 21.1, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.

21.3 The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

21.4 Before the Settlement Date, the Seller must give the Buyer:

- (a) copies of all documents relating to any unregistered interests in the Property; and
- (b) further copies of details if those previously given cease to be complete or accurate.
- (c) if requested by the Buyer, copies of all Security Interests or sufficient details of the Security Interests to enable the Buyer to undertake a search of the PPSR.

22. NO WARRANTY ON PRESENT USE

No warranty is implied that the use of the Property as described in Item H is permissible under any town planning scheme and no compensation is payable if the particulars stated in Item H are not correct.

23. COSTS

The parties shall pay their own costs of and incidental to the sale and purchase but all stamp duty on this Contract and any duty in respect of the conveyance by the Seller to the Buyer shall be paid by the Buyer and if not paid by the Buyer may be paid by the Seller and recovered from the Buyer as a liquidated debt.

24. MERGER

Despite settlement and despite the registration of the transfer in favour of the Buyer, any general or special condition (or any part or parts thereof) to which effect is not given by settlement or registration and which is capable of taking effect after settlement or registration shall remain in full force and effect.

25. TIME AND PLACE FOR SETTLEMENT

25.1 Settlement shall be effected at such time and place as may be agreed upon by the parties. The time for settlement shall be between the hours of 9:00am and 4:00pm AEST on the Settlement Date.

25.2 In the absence of agreement as to place, settlement shall be effected

INITIALS (Not required if signed with Electronic Signature)

in the city or town named in Item R at:

- (a) the office of a solicitor or financial institution nominated by the Seller; or
- (b) if the Seller does not make a nomination at the land registry office in or nearest to the city or town in Item R.

25.3 Despite clause 25.2 if a mortgage is to be discharged on settlement the Seller may by notice in writing to the Buyer given not less than 2 Business Days prior to the Settlement Date require settlement to take place at the office of the Seller's mortgagee in the city or town named in Item R or if such mortgagee does not have an office in that city or town at the office of such mortgagee in Queensland nearest to that city or town.

26. TIME OF THE ESSENCE

- 26.1** Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement and except as otherwise provided in this Contract.
- 26.2** Clauses 26.2 to 26.8 apply if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
- (i) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (ii) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- 26.3** Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- 26.4** An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- 26.5** When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- 26.6** When the Suspension Period ends, whether notice under clause 26.5 has been given or not, either party may give the other party a Notice to Settle.
- 26.7** A Notice to Settle must be in writing and state:
- (i) that the Suspension Period has ended; and
 - (ii) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (iii) that time is of the essence.
- 26.8** When Notice to Settle is given, time is again of the essence of the contract.
- 26.9** In this clause 26:
- (i) "Affected Party" means a party referred to in clause 26.2;
 - (ii) "Delay Event" means:
 - (a) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (b) riot, civil commotion, war, invasion or a terrorist act;
 - (c) an imminent threat of an event in paragraphs (a) or (b); or
 - (d) compliance with any lawful direction or order by a Government Agency;
 - (iii) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (iv) "Settlement Obligations" means, the obligations of the buyer and Seller under clause 4;
 - (v) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

27. NOTICES, COMMUNICATIONS, AUTHORITY DIRECTIONS, ETC

- 27.1** Notices under this contract must be in writing.
- 27.2** Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- 27.3** Notices under this contract or required to be given by law may be given by:
- (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- 27.4** Subject to clause 27.5, a notice given after this contract is entered into in accordance with clause 27.3 will be treated as given:
- (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- 27.5** Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- 27.6** If two or more notices are treated as given at the same time under clause 27.5, they will be treated as given in the order in which they were sent or delivered.
- 27.7** Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- 27.8** For the purposes of clause 27.3(c) and clause 36.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

28. REMOVAL OF FIXTURES FITTINGS AND CHATTELS

- 28.1** Unless otherwise agreed between the parties any property not sold under this Contract (other than property of any tenant or other occupier of the Land) shall be removed from the Land prior to delivery of possession.
- 28.2** The Seller shall at the Seller's own expense reinstate and make good prior to delivery of possession any damage done to the improvements in removing that property and if the Seller fails to do so the Buyer may do so and recover the costs of so doing from the Seller as a liquidated debt.
- 28.3** Any of that property not so removed shall be deemed abandoned by the Seller and the Buyer may without prejudice to any other remedy complete this Contract and appropriate or remove or otherwise dispose of that property as the Buyer thinks fit.
- 28.4** Any costs incurred by the Buyer in removing that property or in making good any damage done to the improvements in such removal may be recovered by the Buyer from the Seller and the Seller shall indemnify and hold indemnified the Buyer from and against all claims, demands, actions, costs, judgments and expenses which the Buyer may suffer or incur by reason of any other person claiming any interest in that property.

29. CHATTELS

- 29.1** Title to any chattels agreed to be sold by or under this Contract shall pass at settlement.
- 29.2** The Seller assigns to the Buyer subject to the settlement of this Contract and with effect from the Settlement Date, the benefit of all warranties capable of assignment held by the Seller in respect of the chattels agreed to be sold. The Seller shall deliver to the Buyer at settlement all documents in the possession or control of the Seller evidencing the warranties referred to in this clause which would be sufficient to enable the Buyer to enforce those warranties.

INDEMNIFYING NOTICES NOT REQUIRED IF SIGNED WITH ELECTRONIC SIGNATURE



30. APPOINTMENT OF AGENT

In the absence of any specific appointment the Seller by executing this Contract confirms the appointment of the Seller's Agent (jointly with any other agent in conjunction with whom the Seller's Agent has sold) as the agent of the Seller to introduce a buyer.

31. FINANCE CLAUSE

31.1 If Items S, T and U are not deleted, this Contract is subject to the Buyer obtaining approval of a loan from the lender or class of lender specified in Item S on or before the approval date specified in Item T not less than the amount of loan specified in Item U on terms satisfactory to the Buyer. The Buyer must take reasonable steps to obtain the approval.

NOTE 7

31.2 The Buyer may give notice to the Seller that:

- (a) approval has not been obtained by the approval date and the Buyer terminates this contract; or
- (b) the finance condition has been either satisfied or waived by the Buyer.

31.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 31.2 by 5pm on the approval date. This is the Seller's only remedy for the Buyer's failure to give notice.

31.4 The Seller's right under clause 31.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 31.2.

32. PROPERTY SOLD SUBJECT TO LEASES AND SERVICE CONTRACTS

32.1 Seller's Statement

Where the Property is sold subject to any Lease or Service Contract, the Seller states that, except as disclosed in this Contract, each of the following statements shall be accurate at the Settlement Date:

- (a) the particulars in the Lease Schedule and the Service Contract Schedule are true and correct;
- (b) that no circumstances exist as far as the Seller is aware that would render any Lease liable to forfeiture nor has the Seller agreed to a surrender of any Lease;
- (c) that all Leases and Service Contracts have been disclosed to the Buyer prior to execution of this Contract;
- (d) the Seller is not aware of any breach by the Seller of any Lease or Service Contract;
- (e) where any of the Leases are subject to the application of the *Retail Shop Leases Act 1994* ("Act"), the following further statements by the Seller apply:
 - (i) as far as the Seller is aware the Seller has in all respects complied with the Act in relation to the Leases;
 - (ii) no Lease is subject to an existing or renewed retail tenancy dispute within the meaning of the Act;
 - (iii) there are no mediation agreements, Queensland Civil and Administrative Tribunal proceedings or orders in existence in respect of any Lease;
 - (iv) no tenant has notified the Seller requesting the right to renew any Leases for a further period;
 - (v) no tenant has made a claim upon the Seller to pay compensation for loss or damage suffered by the tenant by virtue of sections 43, 46G or 46K of the Act nor are there any circumstances existing to the Seller's knowledge which might give rise to a claim for such compensation.

32.2 Inaccurate Statement

If a statement contained in clause 32.1 is not accurate then the Buyer may terminate this Contract by notice in writing to the Seller.

32.3 Acceptance of Lease and Service Contract Terms

(a) Within 7 days of the date of this Contract, the Seller will deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts together with a written statement that they constitute the whole of every agreement or arrangement with each of the tenants stated in those Leases or with each of the Service Contractors in those Service Contracts.

(b) If:

- (i) the Seller does not deliver to the Buyer or the Buyer's solicitor true copies of all Leases and Service Contracts pursuant to clause 32.3(a); or
- (ii) true copies of all Leases and Service Contracts have been delivered pursuant to clause 32.3(a) and the Buyer is not satisfied with any of the terms and conditions of any Lease or Service Contract,

then in the case of clause 32.3(b)(i) the Buyer shall be entitled to terminate this Contract by notice in writing to the Seller or in the case of clause 32.3(b)(ii) the Buyer shall be entitled to terminate this Contract by written notice to the Seller within 7 days from the date upon which all Leases and Service Contracts have been delivered.

- (c) If the Buyer does not give written notice to the Seller pursuant to clause 32.3(b)(i) or 32.3(b)(ii), the Buyer agrees to be bound by the terms and conditions of each Lease and Service Contract disclosed by the Seller in the Lease Schedule and the Service Contract Schedule from the Settlement Date as if the Buyer were named as lessor in such Lease or as a contracting party in such Service Contract in substitution for the Seller.
- (d) With respect to Service Contracts, clause 32.3(c) will apply subject to the consent of the Service Contractor.
- (e) The amounts paid or payable in respect of the Service Contracts shall be outgoing for the purposes of clause 15 and shall be apportioned accordingly.

33. FOREIGN BUYER APPROVAL

NOTE 10 The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

34. GOODS AND SERVICES TAX

34.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

34.2 Reference Schedule and Notes

The Reference Schedule and the Notes to Completion are part of this clause 34.

34.3 Taxable Supply

This clause 34 applies where the transaction is:

- (a) a Taxable Supply; or
- (b) not a Taxable Supply because it is the Supply of a Going Concern.

34.4 Purchase Price Includes GST

If this clause 34.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

34.5 Purchase Price Does Not Include GST

If this clause 34.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

34.6 Margin Scheme

Warning: The Seller is warranting that the Margin

INDEMNITY NOTES NOT REQUIRED IF SIGNED WITH ELECTRONIC SIGNATURE

Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 34.6 applies:

- (a) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property;
- (b) the Seller:
 - (i) must apply the Margin Scheme to the Supply of the Property; and
 - (ii) warrants that the Margin Scheme is able to be applied;
- (c) if the Seller breaches clause 34.6(b)(i) or its warranty under clause 34.6(b)(ii) then:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date.
 - (ii) if the Buyer does not terminate this Contract under clause 34.6(c)(i) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (iii) the Buyer is entitled to compensation from the Seller if there is a breach of clause 34.6(b).

34.7 If the Supply is a Going Concern

Warning: The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 34.7 applies:

- (a) the Purchase price does not include any amount for GST;
- (b) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (c) the Seller warrants that:
 - (i) between the date of this Contract and the Settlement Date the Seller will carry on the Enterprise; and
 - (ii) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (d) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (e) if either of the warranties in clause 34.7(c) is breached:
 - (i) the Buyer may terminate this Contract if it becomes aware of the breach prior to the Settlement Date;
 - (ii) if the Buyer does not terminate this Contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (iii) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (iv) the Buyer is entitled to compensation from the Seller if there is a breach of the warranty;
- (f) if the warranty in clause 34.7(d) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (g) If for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the

Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

34.8 Adjustments

Where this Contract requires an adjustment or apportionment of outgoings or rent and profits of the Property, that adjustment or apportionment must be made on the amount of the outgoing, rent or profit exclusive of GST.

34.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

34.10 No Merger

To avoid doubt, the clauses in this clause 34 do not merge on settlement.

34.11 Remedies

The remedies provided in clauses 34.6(c), 34.7(e) and 34.7(f) are in addition to any other remedies available to the aggrieved party.

35. BUILDING AND PEST INSPECTION REPORTS

35.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

35.2 The Buyer must give notice to the Seller that:

- (1) a satisfactory report under clause 35.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (2) clause 35.1 has been either satisfied or waived by the Buyer.

35.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

35.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 35.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

35.5 The Seller's right under clause 35.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 35.2.

36. ELECTRONIC SETTLEMENT

36.1 Application of Clause

- 36.1.1. Clause 36 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this Contract to the extent of any inconsistency.
- 36.1.2. Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 36.1.1.
- 36.1.3. Clause 36 (except clause 36.5.3) ceases to apply if either party gives notice under clause 36.5 that settlement will not be an Electronic Settlement.

36.2 Completion of Electronic Workspace

- 36.2.1. The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- 36.2.2. If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- 36.2.3. If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

INSTRUMENTS not required if signed with Electronic Signature

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current invoice for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

36.2.4. If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 36.2.4(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract; and
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

36.3 Electronic Settlement

- 36.3.1. Clauses 10.2, 10.3, 25.2 and 25.3 do not apply.
- 36.3.2. Payment of the balance of the Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 4.1.
- 36.3.3. The Seller and Buyer will be taken to have complied with:
 - (a) clause 4.2(c),(e) and (f); and
 - (b) clause 4.4(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- 36.3.4. The Seller will be taken to have complied with clauses 4.1(b), (c), (d), (f), (g) (h), (i), (j) and (k) and clause 5 if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.
- 36.3.5. A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- 36.3.6. Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- 36.3.7. Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

36.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

36.5 Withdrawal from Electronic Settlement

- 36.5.1. Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- 36.5.2. A notice under clause 36.5.1 may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- 36.5.3. If clause 36.5.2 applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

36.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

36.7 Definitions for clause 36

In clause 36:
 "Digitally Sign" and "Digital Signature" have the meaning in the ECNL.
 "ECNL" means the Electronic Conveyancing National Law (Queensland).
 "Electronic Conveyancing Documents" has the meaning in the Land Title Act 1994.
 "Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.
 "Electronic Settlement" means settlement facilitated by an ELNO System.
 "Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.
 "ELNO" has the meaning in the ECNL.
 "ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.
 "Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.
 "Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.
 "Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

37. ELECTRONIC CONTRACT AND DISCLOSURE

37.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

37.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

38. COUNTERPARTS

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

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INDEMNIFICATION NOT REQUIRED IF SIGNED WITH ELECTRONIC SIGNATURE

NOTES AND WARNINGS

NB. where any specific items are not required delete and initial

- NOTE 1** Insert, in Item A, the date of signing by the last party to sign.
- NOTE 2** Describe, in Item H, the actual use presently being made of the Land and/or the Improvements, e.g. commercial etc.
- WARNING -** Refer to clause 21.1(a). Before this Contract is signed the Seller should ensure that the present use described in Item H is a lawful use.
- For example, if a business is being carried on at a dwelling house in a residential zone, that use may be unlawful unless town planning consent exists. This warning applies whether the Buyer intends to continue the use stated in Item H or not. If the use is not lawful or if there is a doubt about the use, this should be drawn to the Buyer's attention and, if the Buyer agrees, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 21.1(a).
- NOTE 3** If freehold, do not complete "Type of Holding" or "Lease No".
- NOTE 4** Describe in general terms, e.g. factory, warehouse etc.
- NOTE 6** Particulars should be inserted in the Lease Schedule and the Service Contract Schedule.
- NOTE 8** The Contract Rate is published each month in "The Proctor".
- NOTE 7** If this Contract is to be subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.
- If this Contract is not to be subject to finance Items S, T and U must be deleted and initialled and Item V shall apply.
- If known, state name of lender in Item S. If not known, state class, e.g. trading bank, savings bank, building society, insurance company, credit union, or other class of lending institution. Do not insert the words "finance company" but insert the specific name (or names) of a finance company.
- The date in Item T should be at least 14 days prior to the Settlement Date.
- The dollar amount of the loan being sought must be inserted in Item U. Do not insert the words "sufficient to complete this purchase" or words of a similar effect.
- NOTE 8** The Deposit Holder should sign with his or her personal signature.
- If the Deposit Holder is a partnership, a member of the partnership should sign in the partnership name.
- If the Deposit Holder is a company, the acknowledgment should be signed in accordance with the *Corporations Act 2001*, s 127 or by a person duly authorised to sign acknowledgments of Deposit Holder on behalf of the company.
- NOTE 9** A Seller which is a corporation should note that to ensure the Property is free from Encumbrances it may be necessary to provide evidence at settlement that the Property has been released from or is not subject to a security interest given by the Seller.
- NOTE 10** If this Contract is to be made subject to the approval of the Commonwealth Treasurer being obtained, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 33.

Initials (Notes 4, 7, 8, 9, 10) not required if signed with Electronic Signature)



SPECIAL CONDITIONS
4 ANSTEY STREET, ALBION QLD 4010

ANNEXURE "A"

1. DEFINITIONS

In this Contract, the following additional terms have the meanings ascribed to them, unless the context otherwise requires:

ADI has the meaning given in the *Banking Act 1959 (Cth)*.

Authority any body, government, person or otherwise and includes the Local Government or Department of Infrastructure, Local Government and Planning having or exercising control or regulatory authority over the Property or the over the present or future use or operation of the Land or any services to be provided to the Property.

Balance Purchase Price means the Purchase Price less any cash Deposit paid by the Buyer.

Bank means an ADI that is permitted under section 66 of the *Banking Act 1959 (Cth)* to call itself a bank or a bank constituted under a law of a State of Australia.

Bank Cheque means a cheque issued or drawn by an ADI on itself.

Claim includes any claim, cause of action, proceeding, right, entitlement, damages, Costs, losses, liability or demand however it arises and whether it is past, present or future, fixed or unascertained, actual, potential or contingent.

Contamination means any contaminant (as defined in the EPA) which is:

- (a) present in, under, on or adjacent to the Property; or
- (b) released from the Property to other land or the environment.

Cost means any cost, fee, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.

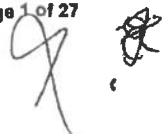
EPA means the *Environmental Protection Act 1994*.

Guarantee means the Guarantee and Indemnity instrument accompanying this Contract document.

Guarantor means any guarantor required by the Special Condition 9 *Guarantee of Performance of Buyer*.

GST has the meaning given in the GST Law.

GST Law has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.



Lease Guarantee means any guarantee, indemnity or guarantee and indemnity given in relation to the Lease and includes a Security Deposit.

Lessee means Anthony Krause.

Lease means to the lease to the Lessee, details of which are contained in the Reference Schedule.

Loss includes any damage, loss, Cost (including legal costs on a full indemnity basis), expense or liability incurred, or that may be incurred, by the person concerned, however it arises and whether it is past, present or future, fixed or unascertained, actual, potential or contingent.

Object means to:

- (a) object generally;
- (b) object to a variation, change or substitution;
- (c) object to title to the Property;
- (d) avoid or attempt to avoid this Contract;
- (e) refuse to effect Settlement;
- (f) delay Settlement;
- (g) claim compensation or any reduction in Purchase Price;
- (h) retain any part of the Purchase Price;
- (i) make a Claim;
- (j) seek an Injunction; or
- (k) require the Seller to undertake any works.

Relevant Encumbrance means any:

- (a) mortgage;
- (b) caveat of a third party;
- (c) Security Interest;
- (d) statutory charge; or
- (e) writ or warrant of execution.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Requirements means any requirement, requisition, notice, order or direction received from or made by any Authority.

Security Deposit means any security deposit provided by the Lessee to secure their obligations under the Lease.

Security Interest has the meaning given in the PPSA.

Settlement means the event of settlement of this Contract. In the Standard Conditions, Settlement may be referred to as '*settlement*'.

Settlement Materials means all things which the Seller is required to provide or deliver to the Buyer at or following Settlement including any releases, withdrawals, documents, certificates, declarations, notices, instruments, materials, Keys, letters or similar.

Settlement Statement means a statement which outlines or lists:

- (a) the calculation of the Balance Purchase Price payable by the Buyer to the Seller at Settlement (including details of adjustments to the Purchase Price for the Deposit paid, outgoings and other amounts payable by the parties under this Contract);
- (b) directions as to payment of the Balance Purchase Price by Bank Cheques (or trust cheques if authorised by the Seller);
- (c) Settlement Materials; and
- (d) any other particulars the Seller considers appropriate

Special Condition means a special condition contained in these Special Conditions.

Standard Conditions means the *Standard Commercial Terms Commercial Land and Buildings (Eighth Edition)* adopted by The Real Estate Institute of Queensland and approved by the Queensland Law Society Incorporated (which the parties agree apply to this Contract whether or not they are physically attached to or form part of this Contract document).

Tax Invoice means a document that complies with the requirements of the GST Law for a tax invoice.

2. INTERPRETATION

- (a) In the interpretation of this Contract, unless the context or subject matter otherwise requires:
 - (i) singular includes plural and vice versa;
 - (ii) any gender includes every gender;
 - (iii) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (iv) a reference to a person, corporation, trust or other entity includes any of them;

- (v) *month* means a calendar month;
 - (vi) a reference to any party to this Contract includes the party's successors, substitutes and assigns;
 - (vii) an agreement, representation or warranty on the part of two or more persons binds all of them;
 - (viii) an agreement, representation or warranty in favour of two or more persons is for the benefit of each and all of them;
 - (ix) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
 - (x) reference to a clause, part, item, chapter, division etc in a statute, code, regulation, ordinance or other law includes a reference to the renumbered, consolidated, amended, re-enacted or replacement version of it;
 - (xi) if the date or the last date for a notice to be given, an act to be performed or a payment to be made falls on a Saturday, Sunday or public holiday then the date or the last date (as the case may be) will be the Business Day next following such date;
 - (xii) if any term of this Contract is legally unenforceable or made inapplicable, it will be severed or read down but so as to maintain (as far as possible) all other terms of this Contract (unless to do so would change the underlying principal commercial purposes of this Contract);
 - (xiii) unless stated otherwise, one provision of this Contract does not limit the effect of another; and
 - (xiv) in any combination or list of options, the use of the word *or* is not used as a word of limitation;
 - (xv) *Including* and similar expressions are not words of limitation.
- (b) No rule of construction will apply to a provision of this Contract to the disadvantage of a party merely because that party put forward the provision or would otherwise benefit from it.
- (c) If there is any inconsistency between the Standard Conditions and these Special Conditions, these Special Conditions prevail.
- (d) In this Contract expressions which are not defined but which have a defined meaning in the GST Act have the same meaning in this Contract as in the GST Act.


3. MODIFICATION TO STANDARD CONDITIONS

The Standard Conditions are deleted, amended or added to in accordance with the table below:

Standard condition	Deletion, amendment, replacement or addition
Standard Condition 1.1(l)(iii)	Delete.
Standard Condition 1.1(u)	Delete definition of <i>Keys</i> and insert the following definition: <i>"Keys means the keys, codes or devices for locks and security systems required to gain access to the Property;"</i>
Standard Condition 1.9	Insert a new Standard Condition 1.9 as follows: <i>"A Buyer that is a trustee is bound both personally and as a trustee"</i>
Standard Condition 3.5	The words <i>"terminated pursuant to the provisions of clauses 7.6, 9.3(a), 19, 20.1, 21.1, 31.2(a), 32.2, 32.3(b) or 35.4"</i> in Standard Condition 3.5 are replaced with <i>"lawfully terminated by the Buyer pursuant to the provisions of this Contract"</i> .
Standard Condition 4.1	Insert the words <i>"by Bank Cheque(s)"</i> between the words <i>"shall be paid"</i> and <i>"on the Settlement Date"</i>
Standard Condition 4.1(b)	Delete and replace with the following: <i>"(b) property executed unstamped transfer documents capable of immediate registration after stamping and any instrument necessary to release any Relevant Encumbrance over the Property required to be released in accordance with this Contract.</i>
Standard Conditions 4.1(f),(g) (h), (i), (j) and (k)	Delete.
Standard Condition 4.2 and 4.3	Delete.
Standard Condition 5	Delete and replace with the following: <i>"5.1 At Settlement the Seller may either:</i> <i>(a) deliver any Keys which are in the Seller's possession to the Buyer or the Buyer's Solicitor; or</i> <i>(b) give to the Buyer or Buyer's Solicitor a letter of authority addressed to another party who holds Keys for the Seller (Keys Authority Letter) which:</i> <i>(i) confirms that Settlement has</i>

Standard condition	Deletion, amendment, replacement or addition
	<p><i>taken place; and</i></p> <p>(ii) <i>authorises that party to release to the Buyer the Keys held by that party as requested or directed by the Buyer.</i></p> <p>5.2 <i>No Keys or Keys Authority Letter will be delivered at Settlement to the extent that the Keys are held by an occupant of the Property.</i></p>
Standard Condition 6 (Investment of the Deposit)	Delete.
Standard Conditions 7.3, 7.4, 7.5, 7.6 and 7.7	Delete.
Standard Condition 8 (Errors and Misdescriptions)	Delete.
Standard Conditions 9.2 and 9.3	Delete 9.2 and 9.3 and insert new Standard Condition 9.2 as follows: "9.2 <i>If there is any immaterial or material error in the boundaries or area of the Land or any encroachment, the Buyer is not entitled to Object.</i> "
Standard Condition 13.3(b)	Amend by deleting the words " <i>if the resale is completed within 2 years from the date of termination.</i> "
Standard Condition 14 (Particulars of Adjustable Items)	Delete.
Standard Condition 15.3(b)	Is amended by replacing the words " <i>disregarding any discount for early payment</i> " with " <i>after taking into account any discount for early payment if such discount was applied.</i> "
Standard Condition 15.4(a)	Is amended by inserting the following at the end of the clause: " <i>Alternatively, if the Buyer does not procure the reading of any water meter, the deemed water usage in litres for the purposes of clause 15.4(b) will be the estimated usage based on the water usage between</i>

Standard condition	Deletion, amendment, replacement or addition
	<i>the last 2 water meter readings."</i>
Standard Condition 15.5(a)	Is amended by deleting the words " <i>was one natural person resident in Queensland</i> " and replace with the words " <i>was a company</i> ".
Standard Condition 16.5	Delete and replace with: "16.5 <i>The Buyer must prepare and the Seller must promptly sign and return to the Buyer appropriate notices to give effect to the assignments in clause 16.3 other than assignments in respect of Service Contracts</i> ".
Standard Condition 17.1	Is amended by deleting the words " <i>5.00pm on the next Business Days after the date of this Contract</i> " and replace with the word " <i>settlement</i> ".
Standard Condition 18 (Access)	Delete.
Standard Condition 19 (Consents)	Delete.
Standard Condition 20 (Requirement of Authorities)	Delete and replace with: "20. <i>If settlement is effected, the Buyer accepts any outstanding liabilities, obligations, requisitions, directions, recommendations and notices relating to the Property, now or in the future, and indemnifies the Seller against any Loss that is, or may be, incurred by the Seller directly or indirectly relating to them (unless this Contract is terminated without the default of the Buyer)</i> ".
Standard Conditions 21.1 & 21.2	Standard Conditions 21.1 & 21.2 are deleted. The Buyer acknowledges that, prior to entering into this Contract, it has satisfied itself about: (a) the matters referred to in paragraphs (a) to (h) of Standard Condition 21.1; and (b) whether all consents, permits, certificates and approvals required from any Authority for the construction of improvements on the Land (if any) and for the present use of the Land have been obtained and complied with.

X 

Standard condition	Deletion, amendment, replacement or addition
Standard Condition 21.4	Delete
Standard Conditions 25	Delete and replace with the following: <i>"Settlement must take place on the Settlement Date:</i> (a) <i>in Brisbane;</i> (b) <i>at a time nominated by the Seller and if no time is nominated at 3.00pm;</i> (c) <i>at a place nominated by the Seller, and if no place is nominated, at the offices of the Seller's Solicitor (in Brisbane); and</i> (d) <i>between the hours of 9.00am and 5.00pm.</i> <i>If the Settlement Date falls on a Saturday, Sunday or a public holiday in Brisbane, then settlement will be effected on the Business Day next following the Settlement Date.'</i>
Standard Conditions 28.2 and 28.4	Delete.
Standard Condition 28.3	Is amended by deleting the words <i>"may without prejudice to any other remedy complete this Contract and appropriate or"</i> and replacing with <i>"has no other right and must, at its cost,"</i>
Standard Condition 29.2	Is amended by deleting the sentence <i>"The Seller shall deliver to the Buyer at settlement all documents in the possession or control of the Seller evidencing the warranties referred to in this clause which would be sufficient to enable the Buyer to enforce those warranties."</i>
Standard Condition 31 (Finance Cause)	Delete.
Standard Condition 32 (Property Sold Subject to Leases and Service Contracts)	Delete.
Standard Condition 34 (Goods and Services Tax)	Delete.
Standard Condition 35 (Building and Pest Inspection Reports)	Delete.

4. ENCUMBRANCES

4.1 The Property is sold:

- (a) subject to Special Condition 4.1(b), subject to all Encumbrances (including any Encumbrances in Item L, Leases and Service Contracts in Item M); and
- (b) free of any Relevant Encumbrance.

4.2 If the Property is subject to a Relevant Encumbrance, then the Buyer must accept, on Settlement:

- (a) an unstamped but signed release or withdrawal, surrender, removal or revocation of the Relevant Encumbrance by whatever means permitted by the relevant authority; and
- (b) any other documents or declarations necessary to procure the stamping and registration of that release or withdrawal, surrender, removal or revocation of the Relevant Encumbrance.

4.3 The Buyer will only be entitled to receive a release for a Security Interest registered on the PPSR where the Property is specifically described (in whole or part) under that Security Interest. The onus of demonstrating that the Property is specifically described (in whole or part) under a Security Interest is on the Buyer and is to be demonstrated to the Seller on or before 7 days before the Settlement Date. The Seller is not required to provide the Buyer with a release in respect of any Security Interest over "all present and after acquired property" (or similar) of the Seller.

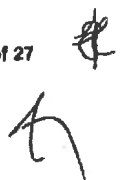
4.4 The Buyer must not Object if any Encumbrance is withdrawn, surrendered, removed or revoked prior to Settlement.

5. BASIS ON WHICH PROPERTY IS SOLD

Property sold "as is, where is"

5.1 Despite any other provision express or implied in this Contract, the Buyer buys the Property:

- (a) in its state of repair and condition on the Settlement Date;
- (b) on an "as is, where is" basis;
- (c) subject to any and all legal and physical defects, both latent and patent; and
- (d) subject to any Requirements issued in relation to the Property (whether before or after the Contract Date).



Buyer's acknowledgements

5.2 The Buyer acknowledges, warrants and represents to the Seller that the Buyer entered into this Contract only after, and if it proceeds with this Contract after:

- (a) the Buyer conducted its own investigations, enquiries and physical inspection of and in relation to the Property and all matters and documents relating to the Property to the extent sufficiently necessary for the Buyer to be assured it would not be adversely affected (financially or otherwise) by entering into and completing this Contract;
- (b) the Buyer took or had the opportunity to take and relied upon its own independent advice in relation to the Property following investigations, examinations, enquiries, review, inspections, engagement of consultants, surveys or otherwise of and relating to the Property;
- (c) the Buyer has satisfied itself about:
 - (i) the application to the Property of any laws and Requirements;
 - (ii) whether the property offered for sale and inspected is identical to the Property;
 - (iii) the state of repair, condition, structural soundness, fitness, suitability, purpose, use, fitness for purpose, sufficiency and quality of the Property and any other proposed use of the Property by the Buyer;
 - (iv) any Encumbrances that may affect the Property;
 - (v) all faults and defects in the Property, whether latent or patent or apparent by inspection or not;
 - (vi) whether or not all Improvements have been approved, constructed or installed in accordance with any relevant legislation, approvals or requirements of Authorities;
 - (vii) whether or not building inspections have been undertaken or final inspection certificates issued in respect of any Improvements constructed on the Land and the stage to which construction of any Improvements have been completed;
 - (viii) the profitability, viability, financial return or income derived or to be derived from the Property and current and future Costs;
 - (ix) the neighbourhood, area or environment in which the Property is located;
 - (x) the value of the Property from its own independent valuations and reports;
 - (xi) the lawfulness of the existing use, zoning and planning restrictions (whether under the relevant town planning scheme or otherwise and including all planning approvals, permits, certificates, licences and consents) on or in respect of the Property, the use to which the Property may be put and the development potential of the Property;



- (xii) whether there are any current or anticipated Requirements in relation to the Property including for the performance of work or payment of money in connection with the Property, and, if so, whether they have been complied with;
- (xiii) the existence and terms of any consents, permits, certificates, licences or approvals granted by any Authority in relation to the Property including the conditions of any them issued by any Authority in respect of the Property whether or not those conditions have been performed (or are due for performance);
- (xiv) the boundary, area, description and dimensions of the Property and whether they are correctly described, the location of structures purporting to be on the Land or on adjoining land and the location of dividing fences purporting to be on the boundary of the Land;
- (xv) the existence and terms of any Encumbrances including easements, covenants, leases, licences, administrative advices, heritage registrations, resumption advices, floating road reserve exclusions, depth restrictions, height restrictions, plan restrictions, water notices, vegetation notices, notices and encroachments affecting the Property;
- (xvi) any rights, privileges or reservations relating to the Property;
- (xvii) the history of the Property;
- (xviii) any Contamination (including the existence of asbestos), fire ants or other infestation in, under, on or adjacent to the Property;
- (xix) the level and standard of any fill on the Land;
- (xx) whether there is any requisition, direction, recommendation, resumption, intended resumption, road widening, truncation or similar things relating to the Property or required by any Authority;
- (xxi) the adequacy of, means of access to, and egress from the Property;
- (xxii) the nature, location, availability or non-availability of services and utilities to the Property;
- (xxiii) the existence of utility and service infrastructure passing through, over or under the Land and any sewer, manhole, vent, mine or shaft on the Land or within the Property, whether or not they are protected by statutory easement or easement;
- (xxiv) any utilities and services being a joint service with or through any neighbouring land;
- (xxv) as to any past or potential future flooding of the Land;



- (xxvi) whether there are any agreements or arrangements with the owners or occupiers of adjoining or nearby properties including in relation to access to or from the Land or services;
- (xxvii) any other matter (past, present, future or anticipated) relevant to the Property;
- (xxviii) any other matter which a sophisticated buyer ought to have been aware of or made enquiries about; and
- (xxix) any matter which under this Contract:
 - (A) the Seller gives no warranty about;
 - (B) that the Buyer has satisfied itself about; or
 - (C) the Buyer cannot Object to or has not relied on, including any statement, representation or warranty.

No warranties or representations by Seller

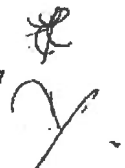
5.3 The Buyer acknowledges, warrants and represents to the Seller that:

- (a) except as expressly provided otherwise in this Contract, at no time:
 - (i) has the Seller, or any person on the Seller's behalf, made or given; or
 - (ii) has the Buyer relied on, any representation, warranty, promise, assurance, statement or forecast.
- (b) prior to entry into this Contract, the Buyer has had the opportunity of obtaining:
 - (i) legal advice about this Contract; and
 - (ii) any other advice regarding the Property;
- (c) the Buyer fully understands the Buyer's liabilities, obligations, acknowledgements, agreements, covenants, warranties, representations and burdens imposed on the Buyer by this Contract.

No reliance by Buyer

5.4 The Buyer acknowledges warrants and represents to the Seller that:

- (a) except as expressly provided otherwise in this Contract, no statements or representations:
 - (i) have induced or influenced the Buyer to enter into this Contract or to agree to any or all of its terms;
 - (ii) have been relied on in any way by the Buyer as being accurate;
 - (iii) have been warranted to the Buyer as being accurate;



- (iv) have been taken into account by the Buyer as being important to the Buyer's decision to enter into this Contract or agree to any or all of its terms;
- (b) the Buyer has relied on its own enquiries in relation to all matters affecting the Property; and
- (c) the Buyer does not rely on any information which may have been made available by or on behalf of the Seller in relation to the Property.

Buyer accepts Requirements

5.5 The Buyer:

- (a) buys the Property subject to any Requirements which may now or in the future be outstanding regarding the Property; and
- (b) indemnifies the Seller against any Claims incurred by the Seller in respect of those Requirements (unless this Contract is terminated without default on the part of the Buyer).

Zoning and land use

5.6 The Buyer acknowledges, agrees, represents and warrants to the Seller that it has satisfied itself as to all restrictions relating to the Property as to:

- (a) the lawful purposes for which the Property is or may be used (including any exclusive use area);
- (b) the operation of any town planning scheme applicable to the Property and the nature of the preferred land use under that scheme for the Property; and
- (c) any development which may take place on the Property,

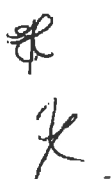
before and after the Settlement Date.

5.7 The Buyer represents and warrants to the Seller that it has formed its own opinion about:

- (a) the validity of instruments made under Queensland planning legislation in respect of the Property and associated regulations; and
- (b) whether the current use or its proposed use of the Property after settlement of this Contract will be consistent with Queensland planning legislation and instruments made under that legislation and associated regulations.

Seller's warranty and representation about reliance

5.8 The Buyer acknowledges that the Seller warrants and represents to the Buyer that, by entering into this Contract, the Seller has relied on the acknowledgements, representations and warranties made by the Buyer in this Contract.



Buyer not to Object

- 5.9 The Buyer must not Object because of anything in relation to which, under this Contract:
- (a) the Buyer has agreed to or provided an acknowledgement, representation, warranty, promise or assurance about;
 - (b) the Buyer agrees that it has satisfied itself about;
 - (c) about which the Seller gives no warranty or representation; or
 - (d) the Buyer agrees it has not relied on any statement, representation, promise, warranty or forecast about.

Lease

- 5.10 The Buyer may not Object or make any Claim because of or if:
- (a) the Lease is not legally binding;
 - (b) the Lessee is in breach of its obligations under the Lease at Settlement;
 - (c) the Lessee is not in possession or occupation of the premises at Settlement;
 - (d) any Lease Guarantee may be void, unenforceable or illegal;
 - (e) any Lease Guarantee may be avoided or terminated;
 - (f) the Lessee has exercised its option for a further term before the Settlement Date;
 - (g) the Lessee has not exercised its option for a further term before the Settlement Date;
 - (h) any arrangements with the Lessee with respect to signage, including if those arrangements are not documented.

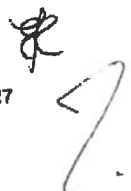
6. LEASES

Property Subject To Leases

- 6.1 The Buyer agrees to acquire the Property subject to the Lease.
- 6.2 The Buyer acknowledges and confirms that, before entering into this Contract, it has satisfied itself with respect to the Lease.

No warranty

- 6.3 Subject to any representation or warranties given by the Seller elsewhere in this Contract, the Seller gives no warranty:
- (a) as to the adequacy, validity or enforceability of the Lease or any Lease Guarantee;



- (b) whether the particulars of the rent and other details in the Reference Schedule are correct;
- (c) whether any Lease Guarantee has been fully or partially called on by the Seller or a predecessor in title, or is not assignable to the Buyer;
- (d) whether the Lease is stamped in accordance with the provisions of the *Duties Act 2001* (Qld);
- (e) whether the Lessee are in arrears of payment of rent;
- (f) as to the financial capacity or prospects of the Lessee;
- (g) the Lease will remain in force at Settlement;
- (h) that the Lessee will, between the Contract Date and Settlement, comply with and duly perform the obligations imposed on them by the Lease; or
- (i) in relation to any Lease subject to the Retail Shop Leases Act that:
 - (i) they comply with the Retail Shop Leases Act; or
 - (ii) the Seller has complied with its obligations under the Retail Shop Leases Act in relation to the Leases.

Assignment

- 6.4 From Settlement, as far as it is able to do so, the Seller assigns to the Buyer the benefit of all covenants and other obligations in favour of the Seller (as lessor) under the Lease and the benefit of the Lease Guarantees.

Buyer's Obligation

- 6.5 The Buyer:

- (a) must on and from Settlement duly and punctually comply with the terms of the Lease to be performed or observed by the lessor (whether or not those terms run with the Land) including any option to renew granted to the Lessee; and
- (b) indemnifies the Seller against all Claims and Costs the Seller incurs if the Buyer (or any successor in title) fails to comply with any of the Buyer's obligations in Special Condition 6.5(a).

Buyer's covenant

- 6.6 At Settlement, the Buyer must provide to the Seller a covenant signed by the Buyer in favour of each Lessee in the form (or in substantially the form) contained in Annexure B.

Buyer acknowledges Lessees' fixtures

- 6.7 The Buyer acknowledges that:
- (a) certain fixtures, fittings, plant and equipment on the Land or within the Property have been installed by or on behalf of the Lessee;
 - (b) the Lessee or their financier may have rights at law or under the Lease to remove those fixtures, fittings, plant and equipment; and
 - (c) the Buyer is not entitled to Object in relation to any such fixtures, fittings, plant or equipment.

7. GST

GST exclusive amounts

- 7.1 Unless expressly stated to the contrary, all amounts under this Contract (including, without limitation, the Purchase Price) are exclusive of GST.

Registration

- 7.2 The Seller and the Buyer warrant that they will, at the Settlement Date, be registered under the GST Law.

Going concern

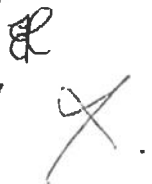
- 7.3 The Seller and the Buyer agree that the supply of the Property under this Contract is the supply of a going concern by the Seller for the purposes of the GST Law and, in particular, section 38-325 of the GST Act, and that the supply of the Property by the Seller to the Buyer is GST-free.

If supply is not GST-free

- 7.4 If, for any reason, the supply of the Property (or any part of it) under this Contract is not GST-free:
- (a) the Buyer must pay on demand to the Seller by way of further consideration for the supply the amount of the GST which the Seller is liable in respect of that supply on production of a Tax Invoice by the Seller; and
 - (b) the Buyer must pay any additional duty which may be or become payable in respect of this Contract or any other transactions provided for under it by reason of the Buyer becoming liable to pay GST under Special Condition 7.4(a).

GST on any other supply

- 7.5 If GST is imposed on any supply (other than the supply of the Property) made under this Contract, to the extent that any consideration payable or to be provided by the Buyer under any other provision in this Contract for the supply is exclusive of GST, the Buyer must pay to



the Seller, in addition to that GST-exclusive consideration, an additional amount for the supply equal to the GST liability of the Seller on the supply.

- 7.6 Payment must be made on Settlement or, if Settlement has already occurred, within five Business Days of the Seller requesting payment from the Buyer.

Buyer's Indemnity

- 7.7 Without limiting or affecting the provisions of Special Conditions 7.4 and 7.5, the Buyer agrees to indemnify the Seller for any GST (including any interest or penalties except to the extent any penalty is payable as a direct result of the Seller's acts) payable in respect of any taxable supply of goods and services made by the Seller under or in connection with this Contract.

Adjustment or apportionment

- 7.8 Where this Contract requires an adjustment or apportionment of any rent and profits of the Property, that adjustment or apportionment must be made on the GST exclusive amount of the rent or profits.

Reimbursements

- 7.9 A party's obligation to reimburse another party for an amount paid or payable to a third party (eg: a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

No merger

- 7.10 This Special Condition 7 will not merge on the Settlement or termination of this Contract.

8. SETTLEMENT STATEMENT

- 8.1 Prior to Settlement, the Seller may give to the Buyer a Settlement Statement.
- 8.2 If the Buyer considers that there is an error or omission in respect of anything contained in the Settlement Statement, the Buyer must, within 3 Business Days after receipt of the Settlement Statement, and in any event before the time nominated by the Seller for settlement of this Contract on the Settlement Date, give to the Seller a notice which clearly specifies the error or omission.
- 8.3 If the Buyer does not comply with the requirements of sub-clause 2:
- (a) the Buyer cannot later Object or assert that the Seller was not ready, willing or able to effect settlement of this Contract because of an error or omission in the Settlement Statement; and
 - (b) the Settlement Statement is taken to be correct and to list all the Settlement Materials.
- 8.4 The purpose of this Special Condition is to require the Buyer to notify the Seller well before the time for settlement of this Contract if the Buyer considers that there has been an error in

the calculation of the adjustments to the Purchase Price or an omission in the list of Settlement Materials.

8.5 The Seller may, at any time before Settlement, give the Buyer an updated or amended Settlement Statement and the provisions of this Special Condition apply to that updated Settlement Statement.

8.6 Nothing in this Special Condition prevents the Seller from recovering any shortfall in payment of the Purchase Price after Settlement.

9. GUARANTEE OF PERFORMANCE OF BUYER

9.1 This Special Condition applies if the Buyer:

- (a) is a company; or
- (b) is a company trustee of a trust.

9.2 If this Special Condition applies, the Buyer must arrange that its performance under this Contract is guaranteed, in the form of the Guarantee, by:

- (a) in the case of the Buyer being a company, the directors of the company; and
- (b) in the case of the Buyer being a company and a trustee of a trust, the directors of the company.

9.3 The Guarantee must be signed by the Guarantors before the Seller signs this Contract.

9.4 The Buyer, and the Guarantors by signing the Guarantee, acknowledge and agree that if the Seller transfers or assigns its interest in this Contract, the Seller also assigns or transfers the benefit of the Guarantors' obligations and indemnities under the Guarantee to the transferee or assignee.

10. NOTICE OF DEFAULT TO BE GIVEN BY BUYER BEFORE TERMINATION

10.1 Despite any Seller Default and notwithstanding anything express or implied in this Contract, the Buyer must not terminate, cancel, avoid, rescind or declare itself not bound by this Contract unless:

- (a) the Buyer has first given the Seller a notice (**Remedy Notice**):
 - (i) giving particulars of the Seller Default;
 - (ii) offering the Seller the opportunity to remedy the Seller Default by a specified date, being a reasonable time (given the nature of the Seller Default) but in any event not less than 10 Business Days after the Remedy Notice is given to the Seller; and
 - (iii) specifying that the Buyer intends terminating, cancelling, avoiding, rescinding or declaring itself not bound by this Contract (as the case may be) if the Seller Default is not remedied by the date specified in the Remedy Notice; and

- (b) the Seller has not remedied the Seller Default complained of in the Remedy Notice by the date specified.
- 10.2 In this Special Condition 10, the expression ***Seller Default*** includes:
- (a) a wrongful act or omission;
 - (b) a breach of or failure to comply with any term or condition;
 - (c) conduct which amounts to repudiation, wrongful termination or mistake of fact; or
 - (d) any failure to comply with a statutory obligation,
by the Seller relating to this Contract.
11. **BUYER A TRUSTEE**
- 11.1 Unless otherwise disclosed in the Reference Schedule, the Buyer promises the Seller that the Buyer has not entered into this Contract as trustee of any trust.
- 11.2 If the Buyer is described in the Reference Schedule as being a trustee of a trust, each promise made by the Buyer in this Contract which is in the nature of a representation or a warranty is true on the basis that each such representation or warranty is made by the Buyer personally and as trustee for the relevant trust.
- 11.3 If the Buyer is described in the Items Schedule as being a trustee of a trust, then the Buyer promises the Seller that:
- (a) the Buyer is the sole trustee of the trust;
 - (b) the Buyer enters into this Contract as part of the due administration of the relevant trust and that this Contract is for the benefit of the relevant trust and its beneficiaries;
 - (c) the Buyer is empowered by the trust instrument for the relevant trust to enter into and perform this Contract in its capacity as trustee of the trust (there being no restriction on or condition of it doing so);
 - (d) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the trust instrument for the relevant trust for the Buyer to enter into and perform this Contract;
 - (e) no property of the relevant trust has been re-settled or set aside to any other trust;
 - (f) the relevant trust has not been terminated and no event for the vesting of the assets of the trust has occurred;
 - (g) the trust instrument for the relevant trust complies with all applicable laws;
 - (h) the Buyer has complied with its obligations and duties under the trust instrument for the relevant trust and at law;



- (i) the Buyer has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken under to this Contract; and
- (j) the Buyer will, upon request, deliver to the Seller copies of all documents establishing or amending the trust or making appointments under the trust.

12. NO CAVEATS

12.1 The Buyer must not lodge or register any caveat over the Land.

13. EXECUTION, COUNTERPARTS & EXCHANGE

13.1 This Contract and anything that needs to be signed under or contemplated by this Contract (including amendments & variations) may be signed by:

- (a) a party or their solicitor;
- (b) by an attorney of a party; or
- (c) any another person, firm or company holding the requisite authority to bind the relevant party,

in any manner, including:

- (i) by manuscript mark, signature or initials;
- (ii) affixing an electronic mark, signature or initials;
- (iii) affixing a typed name of the signatory (person, firm or company); and
- (iv) any other lawful digital means.

13.2 This Contract:

- (a) may be executed in any number of counterparts, which, taken together, constitute one and the same instrument; and
- (b) including counterparts of it, may be exchanged by any means, including electronically or digitally.

13.3 A party (**First Party**) who electronically or digitally received this Contract or any disclosure concerning it or the Property (either for signing or as a signed instrument) from the other party or their agent (**Second Party**), represents to the Second Party that they consented to the giving of the documentation and any other materials by way of electronic or digital means before receiving the documentation and materials.

13.4 Each person who signs this Contract as:

- (a) attorney for a party represents to the other party that, at the time the person signed this Contract, they:
 - (i) were a duly appointed attorney of the party; and

- (ii) had not received any notice or information of the revocation of their appointment as attorney; and
- (b) an authorised officer, agent, signatory or trustee of a party represents to the other party that, at the time the person signed this Contract, the person had full authority to sign this Contract and bind the party in that capacity.

14. ELECTRONIC COMMUNICATION

For the purposes of Sections 11 and 12 of the *Electronic Transactions (Qld) Act 2001* and the *Electronic Transactions Act 1999 (Cth)*, the Buyer and Seller consent to information being given by electronic communication.

15. MEASUREMENT OF TIME

In relation to measurement of time:

- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (b) a day is the period of time commencing at midnight and ending 24 hours later; and
- (c) any calculation of time is referred to time in Brisbane.

16. THINGS TO BE DONE BY 5.00PM

If this Contract provides for something to be done by a certain date, the Buyer, unless this Contract specifies otherwise, must do so by 5.00pm, Brisbane time, on that date.

17. ENTIRE AGREEMENT/REPRESENTATIONS

- 17.1 This Contract contains the entire terms agreed between the Seller and the Buyer.
- 17.2 The Buyer promises the Seller that the Buyer has not been induced to enter into this Contract by any representation or assurance made by or on behalf of the Seller or its agents or any other party which is not set out in this Contract.
- 17.3 The Buyer acknowledges that no real estate agent, tradesperson, consultant or other person employed or engaged by the Seller has authority to waive or amend any term of this Contract.
- 17.4 The Buyer promises the Seller that it has not relied on any artist's impression, model, display unit, plan, sketch, specification or sales aid of any description except the documents contained or referred to in this Contract.

18. VARIATION

- 18.1 An amendment or variation of this Contract is not effective unless it is in writing and signed by or on behalf of the parties by a person holding the requisite authority to bind the relevant party.
- 18.2 An amendment or variation of this Contract signed by a party's solicitor will be treated as being signed with that party's authority.

18.3 An amendment or variation of this Contract may be signed in any manner, including by being affixed with (in any manual, electronic or digital form) a:

- (a) manuscript mark, signature or initials; or
- (b) typed name of a person, firm or company.

19. WAIVER

19.1 A waiver of any right under this Contract is effective only:

- (a) if given in the form of a notice, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party;
- (b) in respect of the specific instance to which it relates; and
- (c) for the specific purpose for which it is given.

19.2 In the absence of an effective waiver, no failure or forbearance by a party to insist on any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation.

20. FURTHER ACTS

20.1 If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this Contract.

20.2 Without limiting Special Condition 20.1, if requested to do so by a Party (First Party), the other Party (Second Party) must, at its own expense and within a reasonable period of time:

- (a) do all things necessary in order to:
 - (i) complete any omission, rectify any error, waive any statutory right (so far as it is possible and lawful to do so); or
 - (ii) resolve any ambiguity in this Contract,
so as to facilitate this Contract being given effect to and being operative and enforceable as between the Parties; and
- (b) do all things, sign all documents, give all necessary consents, enter into all necessary agreements or deeds as requested by the First Party in order to enable the First Party to perform its obligations or exercise its rights, providing that the rights of the Second Party are not materially varied.

- 20.3 If the right of the Second Party under this Contract are diminished as a result of a request by the First Party pursuant to Special Condition 20, the Second Party must carry out the requested action if:
- (a) the Second Party became aware or ought to have become aware of the possible diminution of rights as part of any due diligence enquiries (whether carried out before or after the Contract Date); or
 - (b) the First Party offers to provide reasonable compensation to the Second Party in respect of the diminution of rights.

Annexure B Buyer's Covenant

Deed Poll

Dated

By ##### (Buyer)

Background

- A. Misch Investments Pty Ltd ACN 142 911 260 trustee under instrument 713342795 (The EFC Trust (Seller) and the lessee named in the Schedule (Lessee) are parties to the Lease referred to in the Schedule to this Deed (Lease).
- B. The Seller has entered into a contract (Contract) to transfer to the Buyer the estate of the Seller in the land and building (Property) to which the Lease relates subject to the Buyer entering into this Deed in favour of the Lessee.

It is agreed

The Buyer covenants for the benefit of the Lessee and the Seller as follows:

1. The Buyer agrees that it will on and from the Settlement Date of the Contract abide by the terms of the Lease on the part of the lessor to be performed, fulfilled or observed as if it were the original lessor and, without limitation, will observe the provisions of the Lease giving to the Lessee any option to renew or which otherwise do not touch and concern or run with the Land.
2. The Buyer will not sell or otherwise transfer or encumber its estate in the Property while the Lease is current, unless the Buyer obtains from the subsequent Buyer, transferee or encumbrance a Deed of Covenant in favour of the Lessee in terms similar to this Deed, including this clause.

Schedule

The Lease:

Premises:

Lessee:

Dated:

Executed and delivered as a Deed Poll:

[Buyer signing clause]

GUARANTEE AND INDEMNITY

Parties:

Seller's Name Misch Investments Pty Ltd ACN 142 911 260 trustee under instrument 713342795 (Seller)

Guarantor 1 Name JOSHUA HUPFELD

Guarantor 1 Address 11 WELBY ST, BROADBEACH WATERS

Guarantor 2 Name Q 4218

Guarantor 2 Address _____ (Guarantor)

Contract for the sale and purchase of the Property to be made between the Seller and the Buyer named in the Reference Schedule (in the Contract) (Contract)

It is agreed:

1. The Guarantor:
 - 1.1 has requested that the Seller enter into the Contract;
 - 1.2 enters into this Guarantee and Indemnity in consideration for the Seller agreeing to:
 - (a) enter into the Contract at the request of the Guarantor; and
 - (b) pay the Guarantor \$1.00 within 10 Business Days after written demand by the Guarantor to the Seller; and
 - 1.3 acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring obligations under this Guarantee and Indemnity.
2. The Seller agrees to enter into the Contract at the request of the Guarantor.
3. The Guarantor:
 - 3.1 unconditionally and irrevocably guarantees to the Seller the due and punctual performance by the Buyer of all of its obligations under the Contract (irrespective of when those obligations are to be performed); and
 - 3.2 as a separate undertaking, unconditionally and irrevocably indemnifies the Seller against all liability, damages, costs, expenses and losses of any kind and however arising (including penalties, fines, interest, duties, fees, taxes or legal fees on a full indemnity basis) which the Seller may suffer as a result of or arising directly or indirectly out of:
 - (a) any default, breach or non-compliance by the Buyer of the Contract;
 - (b) a breach by the Buyer of any acknowledgement, promise, representation, warranty or the like by the Buyer in the Contract or otherwise, including any promise, representation, warranty or the like which was incorrect or misleading when made;
 - (c) the Buyer having no obligations or being relieved of any obligations or any obligations of the Buyer becoming unenforceable under the Contract; or
 - (d) making, enforcing and doing anything in connection with this Guarantee and Indemnity.
4. The Guarantor agrees that the Guarantor's liability and obligations under this Guarantee and Indemnity are not affected by any:
 - 4.1 termination of the Contract by the Seller as a result of any default or breach by the Buyer;
 - 4.2 insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;
 - 4.3 assignment of the Contract by the Buyer or the Seller;

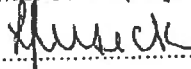
- 4.4 grant of time or other concession to the Buyer by the Seller or to the Seller by the Buyer;
 - 4.5 compromise, waiver, variation or novation of any of the rights of the Seller against the Buyer under the Contract;
 - 4.6 delay by the Seller in exercising its rights or if the Seller does not sue the Buyer;
 - 4.7 acquiescence, acts, omissions or mistakes on the part of the Seller;
 - 4.8 purported rights of the Seller against the Buyer under the Contract being invalid, void or unenforceable for any reason including by operation of law or statute;
 - 4.9 future variations or alterations to the Contract agreed between the Buyer and the Seller, regardless of whether or not the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;
 - 4.10 other person who was named, intended or required to enter into this Guarantee and Indemnity not having done so or not having done so effectively;
 - 4.11 waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;
 - 4.12 guarantee and indemnity from any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or
 - 4.13 other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.
5. This Guarantee and Indemnity:
- 5.1 extends to cover the Buyer's obligations under the Contract:
 - (a) regardless of any compromise, waiver or variation of any of the Seller's rights against the Buyer under the Contract; and
 - (b) as amended, varied or replaced, whether with or without the consent of the Guarantor, even if the amendment, variation or replacement imposes additional obligations on the Buyer, beyond those presently in the Contract; and
 - 5.2 is a continuing guarantee and indemnity and, despite Settlement, remains in full force and effect for as long as the Buyer has any liability or obligation to the Seller under the Contract and until all of those liabilities or obligations have been fully discharged.
6. The Guarantor represents to the Seller that before the Guarantor entered into this Guarantee and Indemnity the Guarantor read and understood this Guarantee and Indemnity, the Contract and any other associated documents and had taken or been given the opportunity to take legal and other advice the Guarantor considered necessary.
7. The Seller may assign its rights under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.
8. The Seller does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.
9. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.
10. This Guarantee and Indemnity is a separate, collateral instrument to the Contract.
11. The liability of the Guarantor is not discharged by payment to the Seller which is later avoided by law. If that occurs, the respective rights and obligations of the Seller and the Guarantor will be restored as if the payment had not been made.

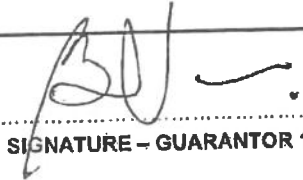
12. Money paid to the Seller by the Guarantor must be applied first against payment of costs, charges and expenses under clause 3.2, then against other obligations under this Guarantee and Indemnity.
13. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.
14. The Guarantor acknowledges and agrees that this Guarantee and Indemnity was signed by the Guarantor before the Seller signed the Contract.
15. Notices under this Guarantee and Indemnity are to be given in the manner set out under the Contract. The Seller may give notices to the Guarantor by giving the notice to the Buyer or the Buyer's Solicitor, including in the same instrument as any notice that is given to the Buyer.
16. This Guarantee and Indemnity may be executed and exchanged in any manner permitted under the Contract for the execution and exchange of that document (including electronically).

Any terms defined in the Contract have the same meaning when used in this Guarantee and Indemnity. The use of the word *including* (and any similar expression) is not used as a word of limitation. In any combination or list of options, the use of the word *or* is not used as a word of limitation.

WARNING: The Guarantor is agreeing to be legally liable for the performance of the Buyer under the Contract.

SIGNED by Guarantor 1 named in the Reference)
Schedule in the presence of:)


.....
Witness

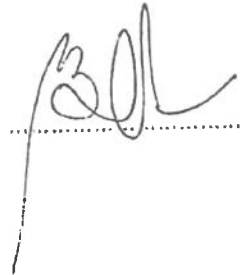

.....
SIGNATURE - GUARANTOR 1

SIGNED by Guarantor 2 named in the Reference)
Schedule in the presence of:)

.....
Witness

.....
SIGNATURE - GUARANTOR 2

SIGNED on behalf of Misch Investments Pty)
Ltd ACN 142 911 260 trustee under)
instrument 713342795 by its duly authorised)
signatory:)


.....





Debtor A/c

TAX INVOICE

Joshua Hupfield
BROADBEACH WATERS QLD 4218

Invoice Date
15 Mar 2022

Invoice Number
0045

Reference
Lot 184 Welter Street

ABN
66 122 216 442

Property Specialists
Australia Pty Ltd
PO Box 818 Southport
BC QLD 4215
1300 857 321
info@psainvest.net

Description	Quantity	Unit Price	GST	Amount AUD
LOT 184 WELTER STREET "THE AVENUES", HIGHFIELDS, QLD, 4352				
ADH Preliminary Assessment of the Land by Construction Company, SDA Assessor and Surveyor Contour Plan	1.00	1,654.55	10%	1,654.55
			Subtotal	1,654.55
			TOTAL GST 10%	165.45
			TOTAL AUD	1,820.00

Due Date: 15 Mar 2022
Please Pay On Receipt of Invoice
Please Direct Transfer to ANZ Bank BSB 014526 A/C 184710348

Licensed Real Estate Corporation QLD 3951055
Registered Service Provider 4-FWM1U70

paid 17/3/22



TAX INVOICE

Joshua Hupfield
BROADBEACH WATERS QLD 4218

Invoice Date
15 Mar 2022

Invoice Number
0046

Reference
Lot 184 Welter Street,
Highfields

ABN
66 122 216 442

Property Specialists
Australia Pty Ltd
PO Box 818 Southport
BC QLD 4215
1300 857 321
info@psainvest.net

Description	Quantity	Unit Price	GST	Amount AUD
LOT 184 WELTER STREET, "THE AVENUES", HIGHFIELDS, QLD, 4352				
ADH Plan Adjustments to site 1 SDA Dwellings on Block	1.00	1,700.00	10%	1,700.00
PSA SDA Assessment and Certification at Design Stage of 1 Dwelling with the NDIS	1.00	3,000.00	10%	3,000.00
			Subtotal	4,700.00
			TOTAL GST 10%	470.00
			TOTAL AUD	5,170.00

Due Date: 15 Mar 2022
Please Pay On Receipt of Invoice
Please Direct Transfer to ANZ Bank BSB 014526 A/C 184710348

Licensed Real Estate Corporation QLD 3951055
Registered Service Provider 4-FWM1U70

Paid 17/3/22



34-1

Activity statement 004

Tax type summary

Income tax year	2022
Period	01 July 2021 - 30 June 2022
Type	Pay as you go Instalments
Balance	\$18,608.00 DR

Transactions

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
23/11/2021	25/11/2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$2,741.00		\$2,741.00 DR
20/01/2022	28/02/2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$2,741.00		\$5,482.00 DR
12/05/2022	26/05/2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$2,741.00		\$8,223.00 DR
04/08/2022	25/08/2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$10,385.00		\$18,608.00 DR



34-2

Activity statement 004

Date generated	20 January 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

28 results found - from 20 January 2021 to 20 January 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
20 Oct 2022	19 Oct 2022	Payment received		\$9,852.00	\$0.00
19 Oct 2022	25 Nov 2022	Original Activity Statement for the period ending 30 Sep 22	\$9,852.00		\$9,852.00 DR
19 Oct 2022	25 Nov 2022	- GST	\$5,107.00		
19 Oct 2022	25 Nov 2022	- PAYG Instalments	\$4,745.00		
30 Sep 2022	30 Sep 2022	General interest charge			\$0.00
30 Sep 2022	29 Sep 2022	Payment received		\$15,655.00	\$0.00
1 Sep 2022	1 Sep 2022	General interest charge			\$15,655.00 DR
4 Aug 2022	25 Aug 2022	Original Activity Statement for the period ending 30 Jun 22	\$15,655.00		\$15,655.00 DR
4 Aug 2022	25 Aug 2022	- GST		\$5,270.00	
4 Aug 2022	25 Aug 2022	- PAYG Instalments	\$10,385.00		
14 Jul 2022	14 Jul 2022	General interest charge			\$0.00
14 Jul 2022	13 Jul 2022	Payment received		\$7,963.00	\$0.00
1 Jun 2022	1 Jun 2022	General interest charge			\$7,963.00 DR
12 May 2022	26 May 2022	Original Activity Statement for the period ending 31 Mar 22	\$7,963.00		\$7,963.00 DR
12 May 2022	26 May 2022	- GST	\$5,222.00		
12 May 2022	26 May 2022	- PAYG Instalments	\$2,741.00		
2 Mar 2022	1 Mar 2022	Payment received		\$8,692.00	\$0.00
1 Mar 2022	1 Mar 2022	General interest charge			\$8,692.00 DR
20 Jan 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21	\$8,692.00		\$8,692.00 DR
20 Jan 2022	28 Feb 2022	- GST	\$5,951.00		

#860
\$13126

#88800
o/p @ 30/6/22

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
20 Jan 2022	28 Feb 2022	- PAYG Instalments	\$2,741.00		34-3
2 Dec 2021	1 Dec 2021	Payment received		\$8,773.00	\$0.00
1 Dec 2021	1 Dec 2021	General interest charge			\$8,773.00 DR
23 Nov 2021	25 Nov 2021	Original Activity Statement for the period ending 30 Sep 21	\$7,873.00		\$8,773.00 DR
23 Nov 2021	25 Nov 2021	- GST	\$5,132.00		
23 Nov 2021	25 Nov 2021	- PAYG Instalments	\$2,741.00		
1 Oct 2021	1 Oct 2021	General interest charge			\$900.00 DR
22 Sep 2021	21 Sep 2021	Payment received		\$4,569.00	\$900.00 DR
1 Sep 2021	1 Sep 2021	General interest charge			\$5,469.00 DR
29 Jul 2021	25 Aug 2021	Original Activity Statement for the period ending 30 Jun 21 - GST	\$5,469.00		\$5,469.00 DR
2 Jun 2021	1 Jun 2021	Payment received		\$4,749.00	\$0.00
1 Jun 2021	1 Jun 2021	General interest charge			\$4,749.00 DR
6 May 2021	26 May 2021	Original Activity Statement for the period ending 31 Mar 21 - GST	\$4,749.00		\$4,749.00 DR
4 Mar 2021	4 Mar 2021	General interest charge			\$0.00
4 Mar 2021	3 Mar 2021	Payment received		\$11,003.00	\$0.00
1 Mar 2021	1 Mar 2021	General interest charge			\$11,003.00 DR
2 Feb 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - GST	\$5,898.00		\$11,003.00 DR
1 Feb 2021	1 Feb 2021	General interest charge			\$5,105.00 DR



Income tax 002

Date generated	20 January 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

34-4

Transactions

5 results found - from 20 January 2021 to 20 January 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
16 May 2022	13 May 2022	Payment received		\$18,867.73	\$0.00
9 May 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$18,867.73		\$18,867.73 DR
26 Jul 2021	1 Apr 2021	General interest charge			\$0.00
22 Jul 2021	2 Mar 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$11,482.40		\$0.00
4 Mar 2021	3 Mar 2021	Payment received		\$11,482.40	\$11,482.40 CR