

**DEED OF OPTION TO PURCHASE LAND** made the 14 day of July 2016

**PARTIES:**

1. **BGP PROPERTIES PTY LTD (ACN: 093 727 676) (IN LIQUIDATION) (RECEIVER AND MANAGER APPOINTED)** of C/- Level 6, 384 Hunter Street, Newcastle in the State of New South Wales ("**Grantor**"); and
2. **FAP NOMINEES PTY LIMITED (ACN: 608 257 218)** of C/- 406 Collins Street, Melbourne in the State of Victoria ("**Grantee**").

**RECITALS**

- A. The Grantor is the registered proprietor of property comprised as folio identifiers 4/248860 and 1/42613 known as 140 Cowlshaw Street, Redhead in the State of New South Wales (the "Property").
- B. The Grantor agrees to grant the Grantee an option to purchase the Property on the terms specified in this Deed.

**OPERATIVE PART**

**1. Grant of option**

In consideration of the sum of \$24,600.00 plus GST paid by the Grantee to the Grantor ("the Option Fee") the Grantor grants the Grantee an option to purchase the Property and inclusions as described in the form of contract contained in the schedule to this Deed (the "Contract") at the price and on the conditions specified in the Contract.

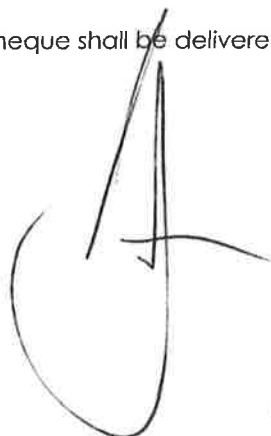
**2. No ability to assign**

The benefit of this option may not be assigned.

**3. Exercise of option**

This option may be exercised at any time before 5.00pm on the date that is eighteen (18) months from the date of this Deed ("Option Period") as follows:

- a. By delivery of written notice of exercise of option and a bank cheque for \$90,200 by way of the deposit payable under the Contract.
- b. The notice and the bank cheque shall be delivered personally to the Grantor at



Level 6, 384 Hunter Street, Newcastle NSW 2300 or to the offices of Messrs Catalyst Legal at Suite 1, Level 6, 77-79 Hunter Street, Newcastle NSW 2300.

#### 4. Treatment of option fee

The parties acknowledge:

- (a) the Option Fee is not refundable in any circumstances; and
- (b) on completion of the sale, the Option Fee will be credited towards the balance of the purchase price payable on completion.

#### 5. Parties bound

On delivery of the notice of exercise of this option pursuant to clause 3, the party bound by the option at that date and the party in whose favour it has been exercised become immediately bound as vendor and as purchaser respectively under a contract for the sale of land in accordance with the terms contained in the Contract.

#### 6. GST

- (a) In this clause:
  - (i) "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
- (b) It is agreed that the consideration for the supply expressed in this Deed is exclusive of the Grantor's liability for GST.
- (c) In addition to the consideration for grant of the option to purchase under clause 1, the Grantee agrees to pay to the Grantor, on execution of this Deed, the amount payable by the Grantor as GST on the taxable supply made by the Grantor under this Deed.
- (d) The Grantor shall deliver to the Grantee a tax invoice for the supply in a form which complies with the GST Act and the regulations.

#### 7. Option extension

If, prior to the expiry of the Option Period, the Grantee:

- (a) gives the Grantor a notice under this clause; and
- (b) pays the Grantor a fee of \$8,400.00 plus GST,

the Grantor will grant the Grantee an extension of the timeframe in which to exercise the option to 5.00pm on the date being six (6) months after expiration of the Option Period

("Option Extension Period").

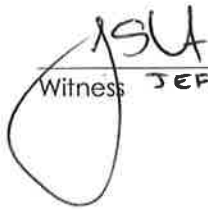
**8. Insurance**

The Grantee will, within 7 days of request by the Grantor, reimburse the Grantor for the Grantor's costs to insure the Property for the Option Period and Option Extension Period, as applicable.

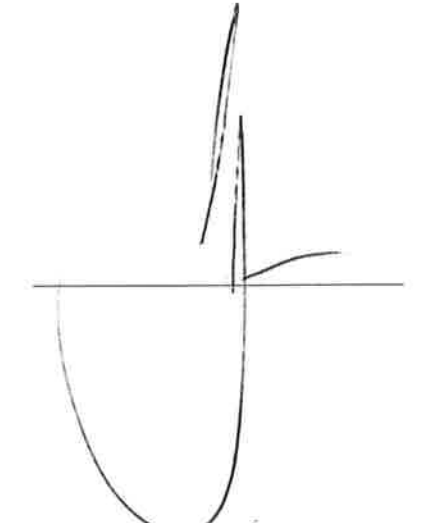


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**EXECUTED AS A DEED**

**EXECUTED** by **BGP PROPERTIES PTY LTD** )  
**(IN LIQUIDATION) (RECEIVER AND MANAGER)** )  
**APPOINTED** by James Shaw in his )  
capacity as receiver and manager )  
in the presence of: )

  
Witness JEFFREY SHUTE

**EXECUTED** by **FAP NOMINEES PTY LTD** )  
in accordance with Section 127 of the )  
Corporations Act )

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director/Secretary



**SCHEDULE**

Contract for the Sale of Land attached hereto.

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