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This deed is made on the 14th day of SEPTEMBER 2021

Between Lot 94 Griffin Pty Ltd ACN 653 288 996 of Unit 7, 62 Westacott Street, Nundah QLD 4012
(Development Company)

And The persons whose names and addresses are set out in Schedule 1
(Participants)

And The persons whose names and addresses are set out in Schedule 9
(Guarantors)

Background

- A. The Participants wish to undertake a project involving the acquisition of vacant land its development for industrial related purposes and sale.
- B. The Development Company is to act as agent for the Participants to acquire the Site and generally to do all things necessary to implement and carry out the objectives of this Agreement and give effect to its terms, on behalf of the Participants.
- C. The Participants have agreed to participate in the Project and wish to record the terms of their agreement.

Operative provisions

Definitions and interpretation

1.1 Definitions

In this deed, unless the context otherwise requires:

Agreement means this deed.

Agreement Date means the date specified at the top of page 3 of this Agreement.

Approvals has the meaning assigned to this definition in the Project Services Agreement.

Authority has the meaning assigned to this definition in the Project Services Agreement.

Budget has the meaning assigned to this definition in the Project Services Agreement.

Building has the meaning assigned to this definition in the Project Services Agreement.

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane.

Contract means the contract to be entered into by the Development Company to purchase the Land for a purchase price of \$1,361,280.00 (plus GST).

Contributions means the initial financial contribution to be made by each of the Participants pursuant to clause 5.1, as specified in Schedule 2.

Contributions Payment Date means the date specified in Schedule 3.

Deed of Indemnity means a deed in or substantially in the form attached as Schedule 10.

Default Rate means 15% per annum.

Development means the development of the Land by construction of a Building, in accordance with the Approvals.

Event of Default means:

- (a) failure by a Participant to pay the initial Contribution by the due date for payment;
- (b) failure by a Participant to pay any subsequent called sum by the due date (as specified by the Development Company under clause 5.4) and where that failure continues for a period of 7 days after receiving written notice of it from the Development Company;
- (c) the default by a Participant in the performance of any other material obligation under this Agreement and where such default continues for a period of 14 days after receiving written notice of it from the Development Company;
- (d) the entry by any Participant into liquidation, voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or the appointment of an administrator or a receiver and manager or receiver or manager to any part of its assets or undertaking; and
- (e) where a Participant is a natural person the Participant authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes to enter into a deed of assignment or a deed of arrangement or a composition with any of his or her creditors or commits an act of bankruptcy.

Financier means the financial institution which provides the Financier's Loan.

Financier's Loan means the financial accommodation to be obtained from the Financier for the purpose of the Project. The indicative amount of borrowings is specified in Schedule 6.

GST means a tax, levy, duty, charge or deduction together with any related additional tax, interest, penalty, fine or other charge imposed by or under a GST Law.

GST Law has the same meaning as it is given to that term in the A New Tax System (Goods and Services Tax) Act 1999.

Gross Income means all money received by the Development Company or a Participant from all sources in respect of the Project including:

- (a) rental income received from leasing activities; and
- (b) purchase moneys received and arising out of a sale of the Site or any part of the Site.

Institute means the Australian Property Institute Inc, (Qld Division) or its successor.

Land means the land referred to and described in Schedule 5.

Management Committee means the management committee for the Project who is appointed and operates in accordance with the terms of reference in Schedule 8 (Committee Rules).

Net Profit means the amount (if any) by which the Gross Income exceeds the Project Costs.

Participating Interest means in respect of each Participant its undivided share proportional to the contribution made by the Participants to the Project, expressed as a percentage in Schedule 2.

Project means to undertake the Development, lease the Site, sell the Site and distribute the proceeds in accordance with this Agreement.

Project Account means the bank accounts to be maintained under clause 8.

Project Costs means the total of all expenditure of whatever description properly incurred, paid, payable or due, arising out of or in connection with the carrying out of the Project, including:

- (a) all money paid to purchase the Land;
- (b) the costs incurred in purchasing the Land;
- (c) the costs incurred in developing the Land;
- (d) fees and charges (other than the Project Success Fee) payable under the Project Services Agreement;
- (e) all establishment fees, stamp duty, legal costs and other incidental costs in connection with the Financier's Loan;
- (f) all interest and other costs incurred in respect of the Financier's Loan;
- (g) all costs incurred in leasing and/or selling the Site including advertising charges, commissions and other incidental costs;
- (h) other items identified in the Budget,

but does not include,

- (i) costs incurred by the Participants in funding their respective Contributions or any called sum under clause 5.4; and
- (j) income tax payable by a party on any moneys paid to them under this Agreement.

Project Services Agreement means the agreement in the form of agreement attached to Schedule 7.

Site means the Land (including improvements constructed on the Land).

Related Entity means any corporation or person which would be deemed to be related to one of the parties pursuant to the provisions of the *Corporations Act 2001*.

Valuer means a valuer:

- (a) independent of the parties;

- (b) who has at least 10 years' experience in industrial property in South East Queensland;
- (c) who is a practicing member of the Institute; and
- (d) who acts in determining a valuation as an expert and not as an arbitrator.

1.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) a reference to one gender includes each other gender;
- (d) a reference to the singular includes the plural and the plural includes the singular;
- (e) the word **"person"** includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and permitted assigns;
- (g) a reference to all parties, clauses, schedules or annexures is, unless otherwise provided, to the parties for the time being to this Agreement and to the clauses, schedules or annexures of or to this Agreement;
- (h) a reference to **"\$"** and **"dollars"** is to the lawful currency of Australia;
- (i) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) a party which is a trustee is bound both personally and in its capacity as trustee;
- (k) **"including"** and similar expressions are not words of limitation; and
- (l) headings are inserted for convenience only and do not affect the interpretation of this Agreement.

1.3 Adverse construction

This Agreement may not be construed adversely to a party just because that party prepared this Agreement.

2. Project

2.1 Establishment

The Participants associate together to implement and carry out the Project in accordance with the provisions of this Agreement.

2.2 Aims

The aims of the Project are:

- (a) to acquire the Land by completing the Contract;

- (b) to carry out the Development;
- (c) to lease the Site;
- (d) to sell the Site; and
- (e) to derive Net Profit and distribute it in the manner provided for in this Agreement, at the earliest possible date.

2.3 Mutual covenants

Each Participant will act in good faith towards the others and must:

- (a) observe and perform its respective obligations and commitments in respect of this Agreement;
- (b) not do or cause or permit to be done any act, matter or thing where in any way a breach of this Agreement occurs;
- (c) take all necessary steps on its part to give full effect to the provisions of this Agreement;
- (d) be just and faithful in the activities and dealings with each other but nothing in this Agreement prevents or restricts a Participant at any time and without notice to or consent of the other Participants from entering into or continuing any business whether or not in competition with the activities of any other Participant or the Joint Venture including acquisition of real estate and its development.

2.4 No partnership, etc

Nothing contained in this Agreement will be construed to constitute any Participant a partner, agent or representative of any other Participant or to create any trust or commercial or other partnership for any purposes whatsoever.

2.5 Several liability

The rights and obligations of the Participants under this Agreement will, except where expressly stated to the contrary in this Agreement, be several to the extent of their respective Participating Interests from time to time and not joint nor joint and several.

2.6 No implied agency

No Participant will have any authority to act for or to assume any obligation or responsibility on behalf of any other Participant or to pledge the credit of any other Participant except as otherwise expressly provided in this Agreement or by other express agreement between the Participants.

3. Term of Agreement

3.1 Term

This Agreement commences on the Agreement Date and will continue until the completion of the Project and for so long after completion as is necessary in order to properly complete the winding up of the Project.

3.2 Accrued obligations

Despite any termination of this Agreement, the Participants will continue to be severally liable in the proportions of the respective Participating Interests at the date of such termination for any obligations under this Agreement then accrued and outstanding until the same are discharged in full.

4. Participating Interests and rights of Participants

4.1 Initial interests

The initial Participating Interests of the Participants are specified in Schedule 2.

4.2 Profit and losses

The costs, profits and losses of the Project will, subject to the other terms of this Agreement be shared by the Participants in the proportions of their respective Participating Interests.

4.3 Indemnities against breach

Except as otherwise expressly agreed between the Participants, each Participant will indemnify the other Participants and keep such other Participants always indemnified in respect of all loss or damage which such other Participants may suffer or incur in respect of or arising directly or indirectly out of any breach or failure or default by the first-mentioned Participant or a Related Entity with that first-mentioned Participant in the performance of any of its obligations under this Agreement.

4.4 Indemnities against liability

Except as otherwise expressly agreed between the Participants, if at any time a Participant incurs a liability for the purpose of the Project to an extent greater than its obligations by reason of its Participating Interests then the other Participants will indemnify and immediately upon request pay the first-mentioned Participant and keep that first-mentioned Participant always indemnified such that all Participants share such liability in the proportions of their respective Participating Interests.

5. Contributions

5.1 Payment

Each Participant must pay its Contribution in cash into the Project Account on or before the Contributions Payment Date.

5.2 Apportionment

Subject to clause 7.2, the Contributions will be applied towards the Project in the manner determined by the Development Company.

5.3 Additional Contributions

Where the cost of completing the Project exceeds the Project Costs as estimated in the Budget, and the excess is unable to be borrowed on reasonable terms and conditions as determined by the Management Committee, the Participants must provide the additional monies by way of cash in proportion to their Participating Interests within 10 Business Days of receiving notice through the Development Company under clause 5.4 (**Calls**).

5.4 Calls

If clause 5.3 applies:

- (a) the Development Company will call on each Participant to pay to the Project Account funds necessary to meet any Project Costs;
- (b) Any call will be by notice in writing and will specify the amount (**called sum**) which each Participant is required to furnish and the due date for payment (**due date**) not being less than 10 Business Days from the giving of notice.

- (c) Each Participant must pay its called sum to the Project Account by the due date without any deduction or set-off.

5.5 Interest and repayment

Unless otherwise agreed by the Participants, the Contributions will:

- (a) not bear interest; and
- (b) only be repayable in accordance with this Agreement.

6. Development Company's appointment and role

6.1 Appointment to purchase Site

The Participants appoint the Development Company:

- (a) to execute the Contract to purchase the Land in accordance with the terms of the Contract; and
- (b) to hold the Land,

as agent for the Participants in the proportions of the Participating Interests and the Development Company accepts the appointment under this clause 6.1.

6.2 Appointment generally

The Participants also appoint the Development Company as agent for the Participants to:

- (a) enter into the Project Services Agreement;
- (b) enter into a building contract, or other contracts and agreements which relate to development of the Site;
- (c) borrow money from the Financier to secure the Financier's Loan and for that purpose to enter into loan contracts and give security over the Site for the payment of moneys borrowed;
- (d) apply for all Approvals;
- (e) exercise the rights and discharge the obligations on the part of the Participants under the agreements entered into with third parties; and
- (f) sign contracts, agreements, consents, applications and other like documents for the purpose of giving effect to the appointment,

and the Development Company accepts the appointment under this clause 6.2.

6.3 Management Committee (Terms of Reference)

The Participants are responsible for exercising supervision and control over the Project through the Management Committee who will be responsible for:

- (a) making determinations in relation to matters and direction for the day to day operation of the Project;
- (b) making any decisions and providing any approvals which may be necessary for the day to day operation of the Project;
- (c) (through the Development Company) lodging any development and building applications which are needed to carry out the Project;

- (d) appointing any professional whose services are needed to carry out the Project (e.g. consultants under the Project Services Agreement, lawyer, accountant, architect, town planner, surveyor, tenancy manager, or any other expert);
- (e) following the recommendations and advice given by any consultants under the Project Services Agreement (when it is both reasonable and practical to do so);
- (f) following the recommendations and advice of any other professional who is appointed by the Management Committee (when it is both reasonable and practical to do so)
- (g) in consultation with the consultants under the Project Services Agreement, developing and approving the Budget and any related expenditure for the Project (or any variation to the Budget or expenditure as the case may be);
- (h) approving the terms under which the Property will be offered for lease and/or sale;
- (i) advising the Development Company of any decisions made by the Management Committee under this Agreement;
- (j) approving the commencement or defending of any action or proceeding in relation to the Project;
- (k) without limitation to any other matters, events or matters which are generally understood to be within the ambit of prudent management and administration of Projects of this kind.

6.4 Indemnity

Except to the extent that the Development Company is grossly negligent or acts recklessly or fraudulently, the Participants indemnify and keep indemnified the Development Company, its officers, employees, agents against all losses, liabilities of whatever nature (including those under the contracts and agreements referred to in Clauses 6.1 and 6.2) suffered or incurred by, sustained or threatened against the Development Company (including interest and legal fees and expenses reasonably incurred) arising out of the Development Company's performance of the agency appointment under this Agreement.

6.5 Proper exercise of rights

No Participant either by itself or its nominee will exercise rights or powers as a shareholder or permit any person put forward by it as a director of the Development Company to exercise his or her powers in a manner inconsistent with the provisions of this Agreement or anything done or decided pursuant to it.

7. Project funding

7.1 Funding

The Project will be financed and the Project Costs will be paid by:

- (a) the Contributions; and
- (b) the Financier's Loan.

7.2 Application

The Contributions will be used and applied in the following manner:

- (a) firstly by repaying any moneys (if any) incurred by a person on behalf of the Project towards the Purchase Price for the Land or any other items of expenditure which constitute a Project Cost;
- (b) secondly by paying the purchase price (or any unpaid part) under the Contract so as to enable the Development Company to complete the Contract;
- (c) thirdly in payment of other Project Costs when required.

7.3 Financier's Loan

- (a) The Participants authorise the Development Company to source a Financier to provide the Financier's Loan and for this purpose will in its own name make application for the Financier's Loan;
- (b) The Site will be made available as first mortgage security for the Financier's Loan on the terms and conditions of the Financier's Loan;
- (c) The Development Company (as directed by the Participants) may increase or decrease in the amount of the Financier's Loan but will only decrease the Financier's Loan where the Project has generated sufficient income to justify a reduction in borrowings.
- (d) If the Financier, as a condition of Financier's Loan, requires the directors of the Development Company to execute a guarantee and indemnity in favour of the Financier, as additional security for the Financier's Loan, then (but not otherwise) the guarantors must on request of the Development Company promptly sign and deliver to the Development Company a Deed of Indemnity.
- (e) The Deed of Indemnity will be completed with the name of the directors of the Development Company (as the "Indemnified Parties"), the name of the Guarantor (as the "Indemnifier" of the relevant Participant) as specified in Schedule 9, including other relevant details.
- (f) Whether or not the Guarantor signs the Deed of Indemnity, by signing this Agreement, the Guarantor agrees to be bound by the terms and covenants expressed or implied on the part of the Indemnifier under the Deed of Indemnity in favour of the directors of the Development Company.

8. Project Account

8.1 Establish Bank account

- (a) The Development Company will, in its own name, open a bank account on behalf of the Project (**Project Account**);
- (b) All income and expenditure for the Project must only be conducted through the Project Account.

8.2 Account signatories

The signatories for the Project Account are the directors of the Development Company, two of which must sign all cheques negotiated against the Project Account

8.3 Payment of Project Costs

The Project Costs will be paid out of the Project Account as and when they fall due.

8.4 Project revenue

All moneys comprising net sale proceeds and other income of the Project (including rental, licence fees, occupation fees) will be paid into the Project Account as and when they are received. For the purpose of this clause “**net sale proceeds**” means the sale price of the Site or any part of the Site:

- (a) adjusted for rates and other charges, land tax, body corporate levies, rental, mortgage release fees and other normal and usual adjustments under the relevant contract of sale;
- (b) less payment of any sum required to release the mortgage taken by the Financier over the property sold; and
- (c) less any other Project Costs directly relating to the sale.

9. Distribution of Profit/Payment of Losses

9.1 Calculation timing

- (a) The Net Profit (if any) will be calculated immediately following completion of the Project.
- (b) The Project will be taken to be completed when all parts of the Site are sold and the proceeds of sale banked in the Project Account.

9.2 Calculation formula

The Project profit and the Project loss arising from the Project will be calculated in accordance with the following formula:

$$GI - PC = NP/NL$$

Where:

GI means the Gross Income;

PC means the Project Costs

NP/NL means:

if **GI – PC =** a positive number, the Project profit; or

if **GI – PC =** a negative number, the Project loss.

9.3 Determination

Following completion of the Project, the Participants authorise the Development Company to arrange for the Project accounts to be prepared in accordance with usual and proper accounting procedures and will deliver a set of accounts to each Participant.

9.4 Disbursement

Within 21 days of preparation of accounts under clause 9.3, the Development Company will disburse moneys as follows:

- (a) firstly in payment of any further sum required to discharge the Financier’s Loan relative to the Project;
- (b) secondly in payment of any outstanding and unpaid Project Costs;

- (c) thirdly on account of any contingency or reserve under clause 9.5;
- (d) fourthly in payment of any monies owing under the Project Services Agreement;
- (e) fifthly in repayment of Contributions and any called sum under clause 5.4;
- (f) sixthly as to the balance to the Participants in proportion to their Participating Interests.

9.5 Reserve

The Participants authorise the Development Company to create and maintain a contingency or reserve (as determined by the Participants under clause 6.3) for future expenditure including any sum on account of a GST liability.

9.6 Project Loss

Where the Project results in a loss, each Participant must pay its share of such loss to the Project Account within 14 days of receipt of the accounts under clause 9.3.

9.7 Dispute

- (a) In the event of a dispute in relation to the calculation made under clause 9.2 or in relation to preparation of the accounts under clause 9.3, the issue or issues in dispute will be determined by a Chartered Accountant appointed by agreement between the Participants and failing agreement as determined by a Chartered Accountant nominated by the Chief Executive Officer of the Australian International Disputes Centre on the application of any Participant.
- (b) The Chartered Accountant so appointed will act as an expert and not as an arbitrator and his decision will be final and binding on all Participants.
- (c) The costs of the Chartered Accountant will be a Project Cost.

10. Default

10.1 Sale of interest

- (a) If a Participant (**Defaulting Participant**) commits an Event of Default, any of the other Participants not in default (**Non-Defaulting Participants**) may by notice in writing (**Election Notice**) to the Defaulting Participant require the Defaulting Participant to sell the whole of its Participating Interest to the Non-Defaulting Participants (and where more than one in shares proportionate to the Participating Interest) for a sum equal to the aggregate of its Contribution and any called sum under clause 5.4, paid by the Defaulting Participant less any amount repaid by the Joint Venture to the Defaulting Participant on account of its Contribution and any called sum previously paid by the Defaulting Participant.
- (b) The Defaulting Participant must, at its own cost, execute or cause to be executed all such assurances, deeds, instruments and do or cause to be done all acts and things as may be necessary to vest its Participating Interest free of all encumbrances in the acquiring Participants under the preceding sub-clause.

10.2 Sale of Project

- (a) If an Election Notice is not given within 60 days of a Defaulting Participant committing an Event of Default, the Project will be submitted by the Participants for sale in such manner, such price and on such terms as may be agreed upon by the Non-Defaulting Participants and in the absence of agreement as determined by a Valuer agreed upon by the Non-Defaulting Participants and failing agreement within a period of 14 days, as determined by a Valuer appointed for this purpose by

the President of the Institute (or his nominee) on the application of any Non-Defaulting Participant.

- (b) The proceeds of sale of the Project will be paid into the Project Account and applied in the manner set out in clause 9.

10.3 Default Interest

- (a) A Participant must pay interest on any Contribution or other money due and payable by such Participant and unpaid, calculated from the due date for payment until the actual date of payment.
- (b) Interest will be calculated on a daily basis at the Default Rate; and
- (c) Any interest so recovered will belong to the Non-Defaulting Participants in proportions equal to their Participating Interest.

10.4 Other Rights

The provisions of this clause 10 are in addition to and without prejudice to all of the rights of any Participant at law or in equity.

11. Dispute resolution

11.1 Mediation

Except as otherwise expressly provided for in this Agreement, any dispute arising in connection with this Agreement must be dealt with as follows:

- (a) the parties must first refer the dispute to a mediator agreed to by the Participants and in default of agreement appointment by the President for the time being of the Queensland Law Society Incorporated (**Mediator**) on the terms of the standard mediation agreement approved by the Queensland Law Society Incorporated;
- (b) the Mediator's costs are to be shared equally by the parties. Apart from that, each party is to pay their own costs;
- (c) the reference to the Mediator commences when a Participant gives written notice to the others specifying the dispute and requiring its resolution under this clause 11; and
- (d) no information or documents obtained through or as part of the reference under this clause 11 to the Mediator may be used for any purposes other than settlement of the dispute under this clause 11.

11.2 Non-Resolution

If the dispute is not resolved within 21 days of commencement of reference to the Mediator under this clause 11, either party may then, but not earlier, commence court proceedings.

11.3 Venue

Any mediation under this clause must be held at the offices of the Queensland Law Society Incorporated unless the parties agree to another venue.

11.4 Obligations prevail

Each party must continue to perform its respective obligations under this Agreement despite the existence of a dispute or any proceedings under this clause 11.

11.5 Urgent Relief

This clause 11 does not prevent a party from obtaining any injunctive, declaratory or other interrogatory relief from a court which may be urgently required.

12. GST

12.1 Application

This clause applies if any party (**Supplier**) is or becomes liable to pay GST in relation to a supply of any goods, service or other thing which is made to a person (**Recipient**) whether a party to this Agreement or otherwise, under this Agreement (**Taxable Supply**).

12.2 Project Costs

The GST (plus or minus any adjustments) payable by the Supplier is a Project Cost.

12.3 Tax Invoice

The Supplier must issue an invoice or invoices to the Recipient for the amount of the GST referable to each Taxable Supply.

12.4 Input Tax Credit

The Supplier must include in an invoice under this clause such particulars as are required in order that the Recipient may obtain an input tax credit for the amount of the GST payable on the Taxable Supply.

12.5 Adjustment event

Where an Adjustment Event (as defined in the GST Law) in relation to any Taxable Supply has occurred, the Supplier must provide an Adjustment Note (as defined in the GST Law) to the Recipient within 28 days.

12.6 Excess

If:

(a) a party becomes entitled to receive input tax credits in respect of a Taxable Supply to it by the Joint Venture under this Agreement or as a consequence of the supply of any goods, services or other things from a third party which is made to the party under or for the purpose of this Agreement; and/or

(b) GST is payable to the party under this clause,

and the total is in excess of the GST payable by the party in respect of all Taxable Supplies pursuant to this Agreement, the amounts to which the party is otherwise entitled under this Agreement (whether in respect of GST or otherwise) must be reduced by the amount of the excess.

13. Notices

13.1 Mode of service

Any notice or other communication authorised or required to be given or served pursuant to this Agreement (**Notice**) must be given in writing and is effectively given by a party if:

(a) delivered or posted to the other party or parties to the address set out in this Agreement or to such other address as may be notified in writing by that party to the other parties from time to time;

- (b) sent to the facsimile number of the other party or parties; or
- (c) sent by electronic mail to the electronic mail address of the other party or parties.

13.2 Notices by post

Notices sent by post will be treated as given four (4) Business Days after posting.

13.3 Notices by facsimile

Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report but notices given after 5 p.m. will be treated as given on the next Business Day.

13.4 Notices sent by email

Notices sent by electronic mail will be treated as given when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee.

13.5 Addresses

The addresses and facsimile numbers of the Participants are set out in Schedule 1.

14. Confidentiality

14.1 Non-disclosure

Subject to clause 14.2, the content of this Agreement will be kept confidential and is not to be disclosed to any other person without the written consent of all other parties.

14.2 Non-application

Clause 14.2 will not apply in the following circumstances:

- (a) any disclosure required by law;
- (b) disclosure to solicitors, barristers or other professional advisors under a duty of confidentiality; or
- (c) disclosure to bankers or other financial institutions of a party to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements.

15. Assignment

If any Participant assigns or transfers its interest under this Agreement to a Related Entity:

- (a) the assignor or transferor must cause that Related Entity to enter into a deed of covenant with the other parties to this Agreement to be bound by the terms of this Agreement as if it were named in this Agreement instead of the assignor as transferor; and
- (b) the assignor/transferor will not, by reason of the assignment or transfer, be released from its obligations to comply with and satisfy the terms and conditions of this Agreement.

15.2 No assignment

Subject to clause 15.1, the rights and obligations of each Participant under this Agreement are personal. They cannot be assigned, charged or otherwise dealt with and no party may attempt or purport to do so, without the prior written consent of all other Participants.

16. General

16.1 Costs

The legal costs of and incidental to the preparation and execution of this Agreement will be a Project Cost.

16.2 Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any time to insist on performance of that or any other provision of this Agreement.

16.3 Severability

If it is held by any court of competent jurisdiction that:

- (a) any part of this Agreement is void, voidable, illegal or unenforceable;
- (b) this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement was severed from this Agreement,

that part will be severable from and not affect the continued operation of the rest of this Agreement.

16.4 Further assurance

Each party must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the rights of any other party to this Agreement.

16.5 Entire Agreement

This Agreement and the Project Services Agreement:

- (a) constitute the entire agreement between the parties as to their subject matter and supersede all prior representations and agreements in connection with that subject matter; and
- (b) may be varied only in writing signed by the parties.

16.6 Governing law

The interpretation and construction of this Agreement will be governed and determined in accordance with the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

16.7 Counterparts

- (a) This Agreement may consist of one or more counterparts. All counterparts will, when taken together, constitute the one document.

- (b) This Agreement, including counterparts of it, may be exchanged electronically (email and fax).
- (c) A party may execute this Agreement by signing any counterpart by convention means or by using an Electronic Signature, including a counterpart issued electronically (email and fax).
- (d) For the purpose of Sections 11 and 12 of the *Electronic Transactions (QLD) Act 2001*, the Buyer and the Seller consent to information being given by electronic communication.
- (e) For the purpose of this clause, **Electronic Signature** means an electronic method of signing that identifies the person and indicates their intention to sign the Agreement.

16.8 Acknowledgement and Disclosure document

Each Participant and each Guarantor acknowledges that prior to their execution of this Agreement, they received a copy of and were given the opportunity to read the Acknowledgement and Disclosure document, attached as Schedule 10 to this Agreement.

17. Guarantees

17.1 Guarantors

Guarantors and the Participants they guarantee are listed in Schedule 9.

17.2 Provision

To further secure the obligations of each Participant, each Guarantor hereby guarantees and if there is more than one Guarantor for a Participant, they jointly and severally guarantee to the other Participants, the performance, fulfilment and satisfaction of all and every obligations and liabilities under this Agreement of the Participant it guarantees or they guarantee.

17.3 Acknowledgements

In respect of the guarantee each Guarantor acknowledges:

- (a) that the guarantee will be a continuing guarantee and any limitation on the liability of the Guarantor which would otherwise arise by reason of the Guarantor's status as a guarantor or co-guarantor is hereby negated and the Guarantor's obligations will not be affected by any claim which the Participant guaranteed may have or claim to have against the other Participants;
- (b) that the liability of the Guarantor will not be impaired by the other Participants granting time or other indulgence to or making any composition with the Participant guaranteed or any other Guarantor or by the Participant guaranteed being a body corporate, being wound up or passing a resolution for its liquidation or by the appointment of a receiver, receiver and manager, provisional liquidator or administrator thereof;
- (c) that no payment will operate to discharge or reduce the Guarantor's liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of companies and no grant or discharge or release consequent upon such payment will discharge the liability of the Guarantor; and
- (d) that no representations other than as set out in this Agreement, have induced the Guarantor to give its guarantee and that it or they have obtained independent legal advice on the obligations assumed under this Agreement as guarantors or have had the opportunity to do so.

Schedule 1 – The Participants

- (1) Name: GM Property Developments Pty Ltd ACN 106 576 952
(ATF McNamara Family Trust No.1)
Address: 7/62 Westacott Street, Nundah QLD 4012
Email address: garry@idgroup.net.au
- (2) Name: James Anthony Lindley and Mardi Scott Lindley
(ATF Lindley Retirement Fund)
Address: 41 Yabba Street, Ascot QLD 4007
Email address: jlindley@bigpond.net.au
- (3) Name: Nundah Storage Pty Ltd ACN 009 711 317
(ATF Moffat Investment Trust)
Address: 2/91 Moray Street, New Farm QLD 4005
Email address: gary_smith@tourismleisure.com.au
- (4) Name: Callum George Christie Stenson and Amanda Jane Stenson
(ATF Stenson Superannuation Fund)
Address: 5 Khartoum Street, Hendra QLD 4011
Email address: cstenson@savills.com.au
- (5) Name: Treloar Developments Pty Ltd ACN 138 154 444
(ATF Treloar Equity Trust)
Address: 61 Ascog Terrace, Toowong QLD 4066
Email address: harry@treloargroup.com.au
- (6) Name: Angela Lee Johnson
Address: 17 Waterford Place, Bridgeman Down QLD 4035
- (7) Name: Shaw Damien Harrison and Cara Justine Harrison
(ATF S & C Harrison Family Super Fund)
Address: 7 Sawyer Court, Cannon Hill QLD 4170
Email address: sharrison@savills.com.au
- (8) Name: Uhlmann Electrical Pty Ltd ACN 121 128 881
Address: 21 Honeybrook Street, Runcom QLD 4113
- (9) Name: Wybelenna Pty Ltd ACN 110 932 235
(ATF 4KST Superannuation Fund)
Address: 5 Nott Street, Malvern East VIC 3145
Email address: r.andrew.king@bigpond.com
- (10) Name: Dirra Mark 2 Pty Ltd ACN 078 554 168
(ATF Goodman Superannuation Fund)
Address: 2 Mole Street, Teneriffe QLD 4005
Email address: davidgoodman@tourismleisure.com.au
- (11) Name: D A Reid Properties Pty Ltd ACN 164 516 705
(ATF D A Reid Family Trust)
Address: 606/51 Ferry Road, West End QLD 4101
Email address: dr@hiltonreid.com.au
- (12) Name: Hilton Reid and Daphne Ann Reid
(ATF H & D A Reid Superannuation Fund)
Address: 606/51 Ferry Road, West End QLD 4101
Email address: dr@hiltonreid.com.au
- (13) Name: Amsterdam Pty Ltd ACN 613 064 930
Address: 23 Princess Street, Taringa QLD 4068
Email address: berend@balanz.com.au

Schedule 2 – Participating Interest and Contributions

Name	Interest	Contributions
GM Property Developments Pty Ltd ACN 106 576 952 (ATF McNamara Family Trust No.1)	15.69%	\$400,000.00
James Anthony Lindley and Mardi Scott Lindley (ATF Lindley Retirement Fund)	7.84%	\$200,000.00
Nundah Storage Pty Ltd ACN 009 711 317 (ATF Moffat Investment Trust)	7.84%	\$200,000.00
Callum George Christie Stenson and Amanda Jane Stenson (ATF Stenson Superannuation Fund)	7.84%	\$200,000.00
Treloar Developments Pty Ltd ACN 138 154 444 (ATF Treloar Equity Trust)	7.84%	\$200,000.00
Angela Lee Johnson	5.88%	\$150,000.00
Shaw Damien Harrison and Cara Justine Harrison (ATF S & C Harrison Family Super Fund)	7.84%	\$200,000.00
Uhlmann Electrical Pty Ltd ACN 121 128 881	7.84%	\$200,000.00
Wybelenna Pty Ltd ACN 110 932 235 (ATF 4KST Superannuation Fund)	7.84%	\$200,000.00
Dirra Mark 2 Pty Ltd ACN 078 554 168 (ATF Goodman Superannuation Fund)	7.84%	\$200,000.00
D A Reid Properties Pty Ltd ACN 164 516 705 (ATF D A Reid Family Trust)	3.92%	\$100,000.00
Hilton Reid and Daphne Ann Reid (ATF H & D A Reid Superannuation Fund)	3.92%	\$100,000.00
Amsterdam Pty Ltd ACN 613 064 930	7.84%	\$200,000.00
<i>Total:</i>		<i>\$2,550,000.00</i>

Schedule 3 – Contributions Payment Date

20 September 2021

Schedule 4 – Name of Project

Lot 94 Griffin Project

Schedule 5 – Site

56 Griffin Crescent, Brendale QLD 4500 described as Lot 94 on SP319471 with Title Reference 51246715

Schedule 6 – Financier's Loan

\$3,400,000.00

Schedule 7 – Project Services Agreement

Schedule 8 – Management Committee, Meetings and Voting

Management Committee

1. The Project is to be managed by a Management Committee who will be responsible for making decisions and giving approvals in accordance with the Terms of Reference (clause 6.3).
2. Each Participant (and where the Participant is not a natural person each Participant's nominee) will be a member of the Management Committee.
3. The Management Committee will be headed by Callum George Christie Stenson (**the Chair**).
4. If the Chair is unable to attend a meeting, the remaining Participants will appoint a replacement chairperson for that meeting.
5. Meetings are to be held in Brisbane and will be convened upon the Chair giving the Participants seven (7) days notice in writing as to the time and place for the meeting.
6. The Management Committee will act through the Development Company for the purposes of implementing any decisions and approvals.

Meetings

7. The Chair must convene the first meeting within 21 days of the date of this Agreement.
8. All subsequent meetings will be held at intervals as may be determined by the Management Committee from time to time.
9. Minutes must be taken for all meetings and all decisions and approvals must be recorded in writing and delivered to the Development Company within 14 days of each meeting.

Voting

10. A quorum of the meeting will be when at least one half of the total Participants' Interests is represented.
11. Subject to the Terms of Reference, all decisions and approvals relating to the Project will be made by a majority of the total Participating Interests, present and entitled to vote at the meeting.
12. If a Participant is unable to attend a meeting, a Participant may appoint another Participant in writing to act as its proxy for the purposes of voting at a meeting.
13. All proxy votes will be valid as if they were given by the original Participant.

Schedule 9 – The Guarantors

- (1) For GM Property Developments Pty Ltd ACN 106 576 952 (ATF McNamara Family Trust No.1)
- Name:** Garry James McNamara
Address: 7/62 Westacott Street, Nundah QLD 4012
Email address: garry@idgroup.net.au
- (2) For James Anthony Lindley and Mardi Scott Lindley (ATF Lindley Retirement Fund)
- Name:** James Anthony Lindley and Mardi Scott Lindley
Address: 41 Yabba Street, Ascot QLD 4007
Email address: jlindley@bigpond.net.au
- (3) For Nundah Storage Pty Ltd ACN 009 711 317 (ATF Moffat Investment Trust)
- Name:** Gary Warwick Smith
Address: 2/91 Moray Street, New Farm QLD 4005
Email address: gary_smith@tourismleisure.com.au
- (4) For Callum George Christie Stenson & Amanda Jane Stenson (ATF Stenson Superannuation Fund)
- Name:** Callum George Christie Stenson
Address: 5 Khartoum Street, Hendra QLD 4011
Email address: cstenson@savills.com.au
- (5) For Treloar Developments Pty Ltd ACN 138 154 444 (ATF Treloar Equity Trust)
- Name:** Harry Peter Treloar
Address: 61 Ascog Terrace, Toowong QLD 4066
Email address: harry@treloargroup.com.au
- (6) For Shaw Damien Harrison and Cara Justine Harrison (ATF S & C Harrison Super Fund)
- Name:** Shaw Damien Harrison
Address: 7 Sawyer Court, Cannon Hill QLD 4170
Email address: SHarrison@savills.com.au
- (7) For Uhlmann Electrical Pty Ltd ACN 121 128 881
- Name:** Anthony Peter Uhlmann
Address: 21 Honeybrook Street, Runcorn QLD 4113
- (8) For Wybelenna Pty Ltd ACN 110 932 235 (ATF 4KST Superannuation Fund)
- Name:** Richard Andrew King
Address: 5 Nott Street, Malvern East VIC 3145
Email address: r.andrew.king@bigpond.com

(9) For Dirra Mark 2 Pty Ltd ACN 078 554 168 (ATF Goodman Family Superannuation Fund)

Name: David Francis Goodman
Address: 2 Mole Street, Teneriffe QLD 4005
Email address: davidgoodman@tourismleisure.com.au

(10) For D A Reid Properties Pty Ltd ACN 164 516 705 (ATF D A Reid Family Trust)

Name: Daphne Ann Reid
Address: 606/51 Ferry Road, West End QLD 4101
Email address: dr@hiltonreid.com.au

(11) For Hilton Reid and Daphne Ann Reid (ATF H & D A Reid Superannuation Fund)

Name: Hilton Reid and Daphne Ann Reid
Address: 606/51 Ferry Road, West End QLD 4101
Email address: dr@hiltonreid.com.au

(12) For Amsterdam Pty Ltd ACN 613 064 930

Name: Bernardus Johannes Henricus Lockfeer
Address: 23 Princess Street, Taringa QLD 4068
Email address: berend@balanz.com.au

Schedule 10 – Deed of Indemnity

Schedule 11 - Acknowledgment and Disclosure

Risk Factors

You acknowledge that investment in the Project involves a degree of risk. The actual performance of the Project and return to the Participants may be affected by a number of risks which could result in a variance from Budget projections including:

- Local and world economic conditions impacting in a negative way, creating a downturn in the local property market;
- Interest rates;
- Increased development costs from those forecast in the Budget;
- Government legislation or intervention;
- Inflation or inflationary expectations; and
- Natural disasters, social upheaval or war in Australia or overseas.

Acknowledgement

You acknowledge that:

- You have investigated and are fully satisfied with respect to the subject matter of the Development Agreement;
- The projections contained in the Budget represent estimates only and may be based on assumptions which (while being reasonable) may not be correct;
- You have had the opportunity to seek out independent specific legal and financial advice;
- You have not relied on any statement or representation made by any person
- You have entered into the Development Agreement in reliance on your own investigations; and
- You understand that no guarantee is provided as to the rate of return on investment or profit to the Participants.

Disclosure

The following interests and related entities are disclosed:

- Garry James McNamara:
 - a. is the sole director of GM Property Developments Pty Ltd ACN 106 576 952 and a beneficiary of the McNamara Family Trust No.1 being a Participant under this Agreement;
 - b. is the sole director of IDG Projects Pty Ltd ACN 125 923 711 which will receive financial benefits under the Project Services Agreement; and
 - c. will in his own right receive financial benefits under the Project Services Agreement.

.....

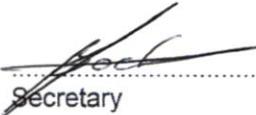
Execution

Executed as a deed

A. DEVELOPMENT COMPANY AND PARTICIPANTS

EXECUTED by **Lot 94 Griffin Pty Ltd ACN 653 288 996** in accordance with Section 127(1) of the *Corporations Act 2001*:


.....
Director


.....
Secretary

Garry James McNamara
Full Name of Director – Print

Bernardus Johannes Henricus Lockefefer
Full Name of Secretary – Print

EXECUTED by **GM Property Developments Pty Ltd ACN 106 576 952 (ATF McNamara Family Trust No. 1)** in accordance with Section 127(1) of the *Corporations Act 2001*:


.....
Sole Director/Secretary

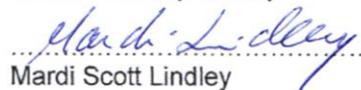
Garry James McNamara
Full Name of Sole Director/Secretary – Print

SIGNED, SEALED AND DELIVERED by **James Anthony Lindley and Mardi Scott Lindley (ATF Lindley Retirement Fund)** in the presence of:


.....
Witness


.....
James Anthony Lindley

GARRY McNAMARA
.....
Full Name of Witness – Print

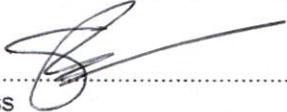

.....
Mardi Scott Lindley

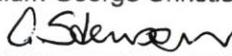
EXECUTED by **Nundah Storage Pty Ltd ACN 009 711 317 (ATF Moffat Investment Trust)** in accordance with Section 127(1) of the *Corporations Act 2001*:


.....
Sole Director/Secretary

Gary Warwick Smith
Full Name of Sole Director/Secretary – Print

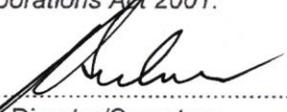
SIGNED, SEALED AND DELIVERED by
Callum George Christie Stenson and
Amanda Jane Stenson (ATF Stenson
Superannuation Fund) in the presence of:


.....
Witness


.....
Callum George Christie Stenson

.....
Amanda Jane Stenson

CARY MCNAMARA
.....
Full Name of Witness – Print

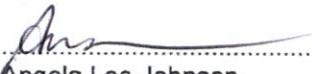
EXECUTED by Treloar Developments Pty
Ltd ACN 138 154 444 (ATF Treloar Equity
Trust) in accordance with Section 127(1) of the
Corporations Act 2001:


.....
Sole Director/Secretary

HARRY PETER TRELOR
.....
Full Name of Sole Director/Secretary – Print

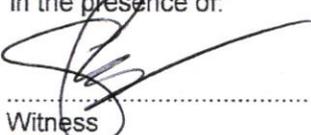
SIGNED, SEALED AND DELIVERED by
Angela Lee Johnson in the presence of:


.....
Witness


.....
Angela Lee Johnson

CARY MCNAMARA
.....
Full Name of Witness – Print

SIGNED, SEALED AND DELIVERED by
Shaw Damien Harrison and Cara Justine
Harrison (ATF S & C Harrison Super Fund)
in the presence of:

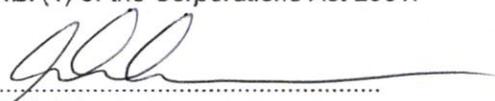

.....
Witness


.....
Shaw Damien Harrison

.....
Cara Justine Harrison

CARY MCNAMARA
.....
Full Name of Witness – Print

EXECUTED by Uhlmann Electrical Pty Ltd
ACN 121 128 881 in accordance with Section
127(1) of the Corporations Act 2001:


.....
Sole Director/Secretary

Anthony Peter Uhlmann
.....
Full Name of Sole Director/Secretary – Print

EXECUTE by Wybelenna Pty Ltd ACN 110
932 235 (AF 4KST Superannuation Fund) in
accordance with Section 127(1) of the
Corporations Act 2001:

Director
[Signature]
R.A. KING

Director/Secretary
[Signature]
JANE SEMMOUR KING

Full Name Director - Print

Full Name of Director/Secretary - Print

EXECUTE by Dirra Mark 2 Pty Ltd ACN 078
554 161 (ATF Goodman Family
Superannuation Fund) in accordance with
Section 127(1) of the Corporations Act 2001:

Director

Director/Secretary

Full Name Director - Print

Full Name of Director/Secretary - Print

EXECUTE by D A Reid Properties Pty Ltd
ACN 164 16 705 (ATF D A Reid Family
Trust) in accordance with Section 127(1) of the
Corporations Act 2001:

Sole Director/Secretary

Daphne Ann Reid
Full Name of Sole Director/Secretary - Print

SIGNED, SEALED AND DELIVERED by
Hilton Reid and Daphne Ann Reid (ATF H &
D A Reid Superannuation Fund) in the
presence of

Witness

Hilton Reid

Daphne Ann Reid

Full Name of Witness - Print

EXECUTE by Amsterdam Pty Ltd ACN 613
064 930 in accordance with Section 127(1) of
the Corporations Act 2001:

Sole Director/Secretary

EXECUTED by Wybelenna Pty Ltd ACN 110 932 235 (ATF 4KST Superannuation Fund) in accordance with Section 127(1) of the Corporations Act 2001:

Director Director/Secretary
Full Name of Director – Print Full Name of Director/Secretary – Print



EXECUTED by Dirra Mark 2 Pty Ltd ACN 078 554 168 (ATF Goodman Family Superannuation Fund) in accordance with Section 127(1) of the Corporations Act 2001:

Director Director/Secretary
DAVID GOODMAN Full Name of Director – Print
REBECCA SUAREZ-SANTANA Full Name of Director/Secretary – Print

EXECUTED by D A Reid Properties Pty Ltd ACN 164 516 705 (ATF D A Reid Family Trust) in accordance with Section 127(1) of the Corporations Act 2001:

Daphne A Reid
Sole Director/Secretary
Daphne Anne Reid Full Name of Sole Director/Secretary – Print
DAPHNE ANN REID

SIGNED, SEALED AND DELIVERED by Hilton Reid and Daphne Ann Reid (ATF H & D A Reid Superannuation Fund) in the presence of:

Witness Hilton Reid
Daphne Ann Reid
Full Name of Witness – Print

EXECUTED by Amsterdam Pty Ltd ACN 613 064 930 in accordance with Section 127(1) of the Corporations Act 2001:

.....
Sole Director/Secretary

Bernardus Johannes Henricus Lockefeer
Full Name of Sole Director/Secretary – Print

B. GUARANTORS

SIGNED, SEALED AND DELIVERED by Garry James McNamara in the presence of:

[Signature]
Witness

[Signature]
Garry James McNamara

GARRY WARWICK SMITH
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by James Anthony Lindley and Mardi Scott Lindley in the presence of:

[Signature]
Witness

[Signature]
James Anthony Lindley

GARRY McNAMARA
Full Name of Witness - Print

[Signature]
Mardi Scott Lindley

SIGNED, SEALED AND DELIVERED by Gary Warwick Smith in the presence of:

[Signature]
Witness

[Signature]
Gary Warwick Smith

Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by Callum George Christie Stenson in the presence of:

[Signature]
Witness

[Signature]
Callum George Christie Stenson

GARRY McNAMARA
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by Harry Peter Treloar in the presence of:

[Signature]
Witness

[Signature]
Harry Peter Treloar

GARRY McNAMARA
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by
Shaw Damien Harrison in the presence of:

.....
Witness

.....
Shaw Damien Harrison

GARRY McNAMARA
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by
Anthony Peter Uhlmann in the presence of:

.....
Witness

.....
Anthony Peter Uhlmann

GARRY McNAMARA
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by
Richard Andrew King in the presence of:

.....
Witness

.....
Richard Andrew King

.....
Full Name of Witness - Print



SIGNED, SEALED AND DELIVERED by
David Francis Goodman in the presence of:

.....
Witness

.....
David Francis Goodman

GARRY McNAMARA
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by
Daphne Ann Reid in the presence of:

.....
Witness

Daphne A. Reid
Daphne Ann Reid

.....
Full Name of Witness - Print

SIGNED, SEALED AND DELIVERED by
Hilton Reid in the presence of:

.....
Witness

.....
Hilton Reid

SIGNED, SEALED AND DELIVERED by
Shaw Damien Harrison in the presence of:


.....
Witness


.....
Shaw Damien Harrison

GARRY McILMAHA
Full Name Witness - Print

SIGNED, SEALED AND DELIVERED by
Anthony Peter Uhlmann in the presence of:

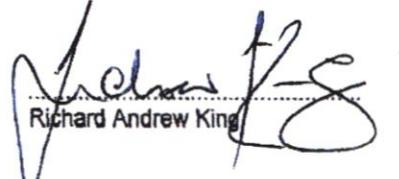
.....
Witness

.....
Anthony Peter Uhlmann

.....
Full Name Witness - Print

SIGNED, SEALED AND DELIVERED by
Richard Andrew King in the presence of:


.....
Witness


.....
Richard Andrew King

Francesca King
Full Name Witness - Print

SIGNED, SEALED AND DELIVERED by
David Francis Goodman in the presence of:

.....
Witness

.....
David Francis Goodman

.....
Full Name Witness - Print

SIGNED, SEALED AND DELIVERED by
Daphne Ann Reid in the presence of:

.....
Witness

.....
Daphne Ann Reid

.....
Full Name Witness - Print

SIGNED, SEALED AND DELIVERED by
Hilton Reid in the presence of:

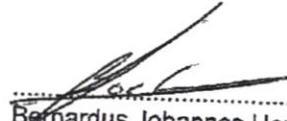
.....
Witness

.....
Hilton Reid

.....
Full Name of Witness – Print

SIGNED, SEALED AND DELIVERED by
Bernardus Johannes Henricus Lockfeer in
the presence of:


.....
Witness


.....
Bernardus Johannes Henricus Lockfeer

Garry M. Lamara
.....
Full Name of Witness – Print