

**MS PROPERTY INVESTMENT TRUST  
REGISTER OF UNITHOLDERS**

Additional Units Purchased in MS Property Investment Trust3-7  
so the trust can purchase another property at:

3/7 Distribution Avenue, Monlendar

*Elizabeth Meiklejohn*

Date of Transaction	Unitholder Name	Class of Unit	Units			Certificate No	Amount Paid per Unit	Amount Unpaid per Unit	Date of Cessation as Unitholder
			Acquired	Redeemed	Balance				
7/03/2012	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	60		60	1	1.00	\$0.00	
29/03/2012	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	20,000		20,060	3	1.00	\$0.00	
7/06/2012	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	63,000		83,060	5	1.00	\$0.00	
26/06/2015	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	10,000		93,060	7	1.00	\$0.00	
20/01/2017	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	20,000		113,060	9	1.00	\$0.00	
20/02/2017	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	95,000		208,060	11	1.00	\$0.00	
23/07/2020	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	80,000		288,060	13	1.00	\$0.00	
30/07/2020	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	100,000		388,060	15	1.00	\$0.00	
7/03/2012	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	60		60	2	1.00	\$0.00	
29/03/2012	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	20,000		20,060	4	1.00	\$0.00	
7/06/2012	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	63,000		83,060	6	1.00	\$0.00	
26/06/2015	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	10,000		93,060	8	1.00	\$0.00	
20/01/2017	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	20,000		113,060	10	1.00	\$0.00	
20/02/2017	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	95,000		208,060	12	1.00	\$0.00	

**MS PROPERTY INVESTMENT TRUST  
REGISTER OF UNITHOLDERS**

Date of Transaction	Unitholder Name	Class of Unit	Units			Certificate No	Amount Paid per Unit	Amount Unpaid per Unit	Date of Cessation as Unitholder
			Acquired	Redeemed	Balance				
23/07/2020	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	80,000		288,060	14	1.00	\$0.00	
30/07/2020	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	100,000		388,060	16	1.00	\$0.00	

***Total Units 416,120***

Alloted on the basis of clients signing contract for a second property - it never proceeded and documents were not signed and the investment funds not received - removed from register of unitholders

10/02/2014	Super Skeen Pty Ltd ATF Skeen Superannuation Fund	Ord	44,950		44,950	7	1.00	\$0.00	
10/02/2014	Super Mabin Pty Ltd ATF Mabin Superannuation Fund	Ord	44,950		89,900	8	1.00	\$0.00	
10/02/2014	Andrew Scott	Ord	100		100	9	1.00	\$0.00	

**SKEMAB INVESTMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESTMENTS TRUST**

**UNIT TRUST CERTIFICATE**

Number of Units: 80,000  
Class of Units: Ordinary  
Amount Payable (per unit): \$1,00  
Name of Unit Holder: Super Skeen Pty Ltd as trustee for Skeen Superannuation Fund  
Address: Shop 3, 127-133 Main Street, Montville QLD 4560  
Certificate Number: 13

Is the registered Holder of 80,000 Unit of the Trust Fund of "MS Property Investments Trust" constituted by the said Trust Deed, such Units being held subject to and with the benefit of the terms and conditions of the said Trust Deed.

Dated this 23<sup>rd</sup> day of July 2020

EXECUTED by the Trustee in accordance )  
with its constitution without the use of a )  
common seal under Section 127(1) of the )  
Corporations Act 2001 )



.....  
Mathew Skeen  
Director of Skemab Investments Pty Ltd



.....  
Matthew Mabin  
Director of Skemab Investments Pty Ltd

**SKEMAB INVESTMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESTMENTS TRUST**

**APPLICATION FOR UNITS**

To the Directors of Skemab Investments Pty Ltd as trustee for the MS Property Investment Trust.

I hereby apply for an allotment of units in the abovenamed unit trust and provide the following information.

Full Name: Super Skeen Pty Ltd as trustee for Skeen Superannuation Fund  
Address: Shop 3, 127-133 Main Street, Montville QLD 4560

**Unit Allotment Details**

No of Units: 80,000  
Security: Ordinary Units  
Amount Payable (per unit): \$1.00

Dated this 23<sup>rd</sup> day of July 2020



.....  
Mathew Skeen  
Director

**SKEMAB INVESTMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESTMENTS TRUST**

**RESOLUTION OF DIRECTORS**

**ALLOTMENT  
OF UNITS:**

It was resolved to approve the following allotment of units in the MS Property Investments Trust:

(1) Super Skeen Pty Ltd as Trustee for Skeen Superannuation Fund  
80,000 Ordinary Units at \$1.00 each.

(2) Super Mabin Pty Ltd as Trustee for Mabin Superannuation Fund  
80,000 Ordinary Units at \$1.00 each.

**PREPARATION  
OF DOCUMENTS:**

The Director was requested to complete the documents required to reflect the change to the unit holders of the trust.

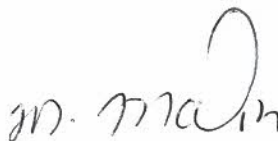
It was also resolved to complete the unit certificates pursuant to the rules that govern the execution of documents by the trust.

Signed a true and correct record.

Dated this 23<sup>rd</sup> day of July 2020



Mathew Skeen  
Director



Matthew Mabin  
Director

**SKEMAB INVESTMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESTMENTS TRUST**

**UNIT TRUST CERTIFICATE**

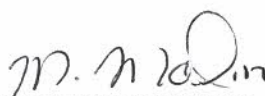
Number of Units: 100,000  
Class of Units: Ordinary  
Amount Payable (per unit): \$1,00  
Name of Unit Holder: Super Skeen Pty Ltd as trustee for Skeen Superannuation Fund  
Address: Shop 3, 127-133 Main Street, Montville QLD 4560  
Certificate Number: 15

Is the registered Holder of 100,000 Unit of the Trust Fund of "MS Property Investments Trust" constituted by the said Trust Deed, such Units being held subject to and with the benefit of the terms and conditions of the said Trust Deed.

Dated this 30<sup>th</sup> day of July 2020

EXECUTED by the Trustee in accordance )  
with its constitution without the use of a )  
common seal under Section 127(1) of the )  
Corporations Act 2001 )

  
.....  
Mathew Skeen  
Director of Skemab Investments Pty Ltd

  
.....  
Matthew Mabin  
Director of Skemab Investments Pty Ltd

**SKEMAB INVESTMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESTMENTS TRUST**

**APPLICATION FOR UNITS**

To the Directors of Skemab Investments Pty Ltd as trustee for the MS Property Investment Trust.

I hereby apply for an allotment of units in the abovenamed unit trust and provide the following information.

Full Name: Super Skeen Pty Ltd as trustee for Skeen Superannuation Fund  
Address: Shop 3, 127-133 Main Street, Montville QLD 4560

**Unit Allotment Details**

No of Units: 100,000  
Security: Ordinary Units  
Amount Payable (per unit): \$1.00

Dated this 30<sup>th</sup> day of July 2020



.....  
Mathew Skeen  
Director

**SKEMAB INVESMENTS PTY LTD (ACN 156 130 559)  
AS TRUSTEE FOR THE  
MS PROPERTY INVESMENTS TRUST**

**RESOLUTION OF DIRECTORS**

**ALLOTMENT  
OF UNITS:**

It was resolved to approve the following allotment of units in the MS Property Investments Trust:

- (1) Super Skeen Pty Ltd as Trustee for Skeen Superannuation Fund  
100,000 Ordinary Units at \$1.00 each.
- (2) Super Mabin Pty Ltd as Trustee for Mabin Superannuation Fund  
100,000 Ordinary Units at \$1.00 each.

**PREPARATION  
OF DOCUMENTS:**

The Director was requested to complete the documents required to reflect the change to the unit holders of the trust.

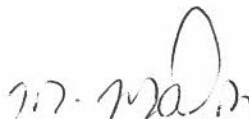
It was also resolved to complete the unit certificates pursuant to the rules that govern the execution of documents by the trust.

Signed a true and correct record.

Dated this 30<sup>th</sup> day of July 2020



.....  
Mathew Skeen  
Director



.....  
Matthew Mabin  
Director



Our Ref: AC:PF:215328  
Contact: Andrew Costello  
Direct Email: acostello@costellolawyers.com.au



**Costello Lawyers Pty Ltd**  
ABN 74 112 941 616

PO Box 1625  
Kingscliff NSW 2487

Suite 20 Kingscliff Central  
11-13 Pearl Street  
Kingscliff NSW 2487

Telephone: +61 2 6674 4011  
Facsimile: +61 2 6674 4066

30 September 2021

Skemab Investments Pty Ltd  
PO Box 225  
TWEED HEADS NSW 2485

**Email: m.skeen@skeen.com.au**

Dear Sir/Madam

**Skemab Investments Pty Ltd Purchase from Distribution Avenue Pty Ltd**  
**Property: Unit 3/7 Distribution Avenue, Molendinar, Queensland 4214**

We confirm that settlement was completed on 27 September 2021.

### **Settlement Statements**

We enclose:

- Settlement statement which details adjustments made on completion.
- Our account which has been paid from settlement proceeds.
- Our trust account statement which details how money held on your behalf has been disbursed.
- Copy of relevant pages of stamped contract of sale.

You should retain the contract and your other records regarding the purchase for at least seven years after the property has been sold.

### **Statutory Authorities**

Notification of Change of Ownership forms part of the Transfer documents and will be forwarded to the various authorities by the Titles Office. We have notified the Body Corporate of the change in ownership of the property.

### **Lodgement and Retention of Title Documents**

Following settlement, the certificate of title to the property and transfer to you were lodged for registration. When this has been completed, the titles office will issue a registration confirmation statement showing you as the registered proprietor. We will forward this to you on receipt.

### **Keys**

For security reasons we recommend that you arrange for locks on the property to be changed.

### **Conclusion**

Thank you for your instructions

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—  
Yours faithfully  
**Costello Lawyers**



**Andrew Costello**



ACCREDITED SPECIALIST  
PROPERTY LAW

Encl.

# SETTLEMENT STATEMENT

**Matter No:** 215328  
**Re:** Skemab Investments Pty Ltd as trustee for MS Property Investments Trust  
Purchase from Distribution Avenue Pty Ltd  
**Property:** Unit 3/7 Distribution Avenue, Molendinar, Queensland 4214

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**Settlement Date:** 1 October, 2021  
**Adjustment Date:** 1 October, 2021  
**Contract Date:** 1 September, 2021  
**Settlement Place:** Pexa  
**Settlement Time:** 12pm

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Contract Price	\$340,000.00
Less Deposit	<u>34,000.00</u>
	\$306,000.00
Plus Rates (for 1/07/2021 to 31/12/2021) <u>\$1,448.95 x 91 days</u> 184 days	<u>716.60</u>
	\$306,716.60
Plus Administrative Fund Levy (adjusted as paid for 1/09/2021 to 30/11/2021) <u>\$413.82 x 60 days</u> 91 days	<u>272.85</u>
	\$306,989.45
Plus Sinking Fund Levy (adjusted as paid for 1/09/2021 to 30/11/2021) <u>\$126.66 x 60 days</u> 91 days	<u>83.51</u>
	\$307,072.96
Less Water Access Charge (\$1.0349 per day for 9/08/2021 to 01/10/2021)	<u>\$55.88</u>
	\$307,017.08
Less Sewerage Charge (\$1.9838 per day for 9/08/2021 to 01/10/2021)	<u>\$107.13</u>
	\$306,909.95
Less Water Usage (see calculation following)	<u>19.11</u>
	\$306,890.84
Less Water Usage (see calculation following)	<u>20.05</u>
	\$306,870.79
Plus Stamp Duty	<u>10,325.00</u>
	\$317,195.79
Plus Registration Fees	<u>789.00</u>
	\$317,984.79
Plus Pexa Fee	<u>117.92</u>
	\$318,102.71
Plus Costello Lawyers Tax Invoice	<u>2,668.00</u>

# SETTLEMENT STATEMENT

**Matter No:** 215328  
**Re:** Skemab Investments Pty Ltd as trustee for MS Property Investments Trust  
Purchase from Distribution Avenue Pty Ltd  
**Property:** Unit 3/7 Distribution Avenue, Molendinar, Queensland 4214

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**BALANCE AT SETTLEMENT**

\$320,770.71

# Costello Lawyers

ABN 74112941616

PO Box 1625  
Kingscliff 2487 NSW  
Ph. (02) 6674 4011  
Fax. (02) 6674 4066  
acostello@costellolawyers.com.au

## Tax Invoice

Skemab Investments Pty Ltd as  
trustee for MS Property Investments  
Trust  
PO Box 225  
TWEED HEADS NSW 2485

Date: 24/09/2021  
Invoice No: 6683  
Due Date: 08/10/2021  
Person Responsible: Andrew Costello

Matter: 215328  
MS Property Investments Trust

Memo: 215328 MS Property Investments Trust, Skemab  
Investments Pty Ltd ATF MS Property Investment Trust  
Purchase from Distribution Avenue Pty Ltd, Unit 3 / 7  
Distribution Avenue, Molendinar; Address: PO Box 225,  
TWEED HEADS NSW 2485

### Professional Fees

Description	Amount	GST
Our fee	\$2,000.00	\$200.00
	<b>\$2,000.00</b>	<b>\$200.00</b>

### Disbursements

Date	Description	Amount	GST
03/09/2021	QLD: Plan Image - SP171739 (Supplier fee).	\$18.20	-
03/09/2021	QLD: Plan Image - SP171739 (Search fee).	\$17.68	\$1.77
03/09/2021	QLD: Title Search - 3SP171739 (Supplier fee).	\$16.75	-
03/09/2021	QLD: Title Search - 3SP171739 (Search fee).	\$18.09	\$1.81
06/09/2021	InfoTrack: eSign - Sign Any Document (Search fee).	\$5.41	\$0.54
06/09/2021	InfoTrack: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 3/SP171739 (Supplier fee).	\$145.00	-
06/09/2021	InfoTrack: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 3/SP171739 (Search fee).	\$44.50	\$4.45
06/09/2021	QLD: Body Corp Information Certificate - Body Corporate Headquarters: Information Certificate - 3/SP171739	\$96.89	\$9.69
06/09/2021	InfoTrack: QLD Land Tax Certificate - 3/SP171739	\$59.29	\$5.93
24/09/2021	Sundries	\$20.00	\$2.00
		<b>\$441.81</b>	<b>\$26.19</b>

Invoice Amount: \$2,441.81

Tax: \$226.19

Total Amount: \$2,668.00

Amount Received: \$2,668.00

Balance Due: -

Andrew Costello

Payment can be made by cheque or electronic funds transfer to the account listed below:

Costello Lawyers Trust Account  
National Australia Bank  
38 Main Street, Murwillumbah NSW 2484  
BSB: 082 738  
Account number: 566243802

# Costello Lawyers

ABN 74112941616

PO Box 1625  
Kingscliff 2487 NSW  
Ph. (02) 6674 4011  
Fax. (02) 6674 4066  
acostello@costellolawyers.com.au

## Trust Account Statement

Skemab Investments Pty Ltd as trustee for MS Property  
Investments Trust  
PO Box 225  
TWEED HEADS NSW 2485

As at: 30/09/2021

Person Responsible: Andrew Costello

Matter: 215328

Client: MS Property Investments Trust

Description: Skemab Investments Pty Ltd ATF MS Property Investment Trust Purchase from Distribution Avenue Pty Ltd, Unit 3 / 7  
Distribution Avenue, Molendinar

Institution: NAB

Account: Costello Lawyers Trust Account

BSB: 082738

Account Number: 566243802

\* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
24/09/2021	Receipt 10306	Received from: Skemab Investments Pty Ltd as trustee for MS Property Investments Trust PO Box 225 TWEED HEADS NSW 2485 Reason: Settlement monies	-	\$320,770.71	\$320,770.71
27/09/2021	Payment E504	Paid by EFT to: Acc Name: PEXA BSB083095 Acc No: 946235492 Reason: Purchase Monies	\$320,770.71	-	-
27/09/2021	Receipt 10312	Received from: Pexa	-	\$10,325.00	\$10,325.00
*28/09/2021		Reason: Stamp Duty			
28/09/2021	Payment 12566	Paid by Cheque to: Commissioner of State Revenue  Reason: Commissioner of State Revenue	\$10,325.00	-	-
			\$331,095.71	\$331,095.71	-

**Contract for Commercial Lots in a Community Titles Scheme**

Seventh 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 Lots in a Community Titles Scheme in Queensland.

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

**REFERENCE SCHEDULE**

Contract Date: 1/9/2021

**AGENT**NAME:  
Crew Commercial Property Pty Ltd

LICENCE NO: 4464655

ADDRESS: PO Box 8733

ABN/ACN: 30647250299

Client No: 1051870 Dutes Act 2001  
 Transaction No: 522-441-955  
 Duty Paid \$ \$10,325.00 ☐ Exempt  
 UTI \$  
 Date: 27/9/21 Signed:

647250299

SUBURB: GCMC

STATE: QLD POSTCODE: 9726

PHONE: MOBILE: 0418 373 704

FAX: EMAIL: josh@crewcommercial.com.au

**PARTIES****SELLER**NAME:  
Distribution Avenue Pty Ltd

ADDRESS: C/- Unit 4, 13 Precision Drive

SUBURB: Molendinar

STATE: QLD POSTCODE: 4214

PHONE: MOBILE: FAX: EMAIL: ABN:

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL: ABN:

**SELLER'S SOLICITOR**

← or any other Solicitor notified to the Buyer

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

INITIALS (initials not required if signed with Electronic Signature)

000019819071



**BUYER**

NAME:

Skemab Investments Pty Ltd ACN 156 130 559 as trustee for MS Property Investments Trust

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

soya19116@gmail.com

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

**BUYER'S SOLICITOR**

← or any other Solicitor notified to the Seller

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**PROPERTY****Lot** Address: Unit 3, 7 Distribution Avenue

Suburb: Molendinar

STATE: QLD

POSTCODE: 4214

Description: Lot: 3 on: ☐ BUP ☐ GTP ☒ SP 171739

Scheme: Lot 50 Distribution

Community Titles Scheme: 32648

Title Reference: 50498329

**Local Government:** Gold Coast City**Present Use:** Commercial**Excluded Fixtures:****Included Chattels:** Existing fixtures & fittings**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019819071

**PRICE****Purchase Price:** \$ 340,000

**Deposit:** \$ 34,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:  
 Within 48 hours of contract execution  
 \$ \_\_\_\_\_ Balance Deposit (if any) payable on: \_\_\_\_\_

**Deposit Holder:** Crew Commercial Property Pty Ltd

Deposit Holder's Trust Account BANK: Commonwealth Bank

BSB: 064-214

ACCOUNT NO: 1029 5257

**Default Interest Rate:** \_\_\_\_\_ % *← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc. will apply.***FINANCE****Finance Amount:** \$ \_\_\_\_\_ *← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.***Financier:** \_\_\_\_\_ **Finance Date:** \_\_\_\_\_**BUILDING AND/OR PEST INSPECTION DATE****Inspection Date:** N/A *← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.***MATTERS AFFECTING PROPERTY****Title Encumbrances:**Is the Property sold subject to any Encumbrances? ☒ No ☐ Yes, listed below:

**← 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.

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 105

Aggregate Interest Schedule Lot Entitlement: 961

Contribution Schedule Lot Entitlement of Lot: 105

Aggregate Contribution Schedule Lot Entitlement: 961

**INSURANCE POLICIES****Insurer:** As per attached disclosure statement **Policy No:** \_\_\_\_\_**Building:** \_\_\_\_\_**Public Liability:** \_\_\_\_\_**Other:** \_\_\_\_\_**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019819071

**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 Lot: (select whichever is applicable)

- ☒ 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 or
- ☐ 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.

← **WARNING:** Failure to comply with section 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 the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**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 the 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 GST 1 is marked:
- items GST2 and GST3 must not be marked;
  - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
- item GST1 and GST3 must not be marked;
  - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

**GST1 GOING CONCERN**

**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.

Is this a sale of a Going Concern?

Yes ☒

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.

Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete items GST2 and GST3.

**GST2 MARGIN SCHEME**

Is the Margin Scheme to apply to the sale of the Property?

Yes ☐

If Yes, clause 11.6 (Margin Scheme) applies.

Otherwise clause 11.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.

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

**GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE**

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

Does the Purchase Price include GST?

**Mark 1 box only**

Yes ☐

If Yes, clause 11.4 (Purchase Price Includes GST) applies.

No ☐

If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

**GST WITHHOLDING OBLIGATIONS****Buyer Warranty**

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?

(select whichever is applicable)

☐ Yes

☒ No

[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.]

← **WARNING:** the Buyer warrants in clause 2.4 (6) that this information is true and correct.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019819071

**COMMERCIAL TENANCY SCHEDULE\***

\*Attach further Schedule if insufficient space.

**LEASE 1**

Name of Tenant: Skeen Constructions Pty Ltd

Use: Warehouse & office Location/Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup>approx): 104sqm plus mezzanine Current Rent per Annum: \$ 21,600 plus GST

☐ inclusive of outgoings ☒ exclusive of outgoings

Current Commencement Date: 02 September 2021 Current Term: Three years

Remaining Option/s: Option 1 Term: N/A years  
 Option 2 Term: \_\_\_\_\_ years  
 Option 3 Term: \_\_\_\_\_ years

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per ☐ annum ☐ month

**LEASE 2**

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_ Location/Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \_\_\_\_\_

☐ inclusive of outgoings ☐ exclusive of outgoings

Current Commencement Date: \_\_\_\_\_ Current Term: \_\_\_\_\_

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years:  
 Option 2 Term: \_\_\_\_\_ years:  
 Option 3 Term: \_\_\_\_\_ years:

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per ☐ annum ☐ month

**SERVICE AGREEMENT SCHEDULE\***

\* Attach further Schedule if insufficient space.

**CONTRACT 1**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

**CONTRACT 2**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

**CONTRACT 3**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

Annex details of disclosure made by the Seller (if any).



**The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-20)  
Seventh Edition Contain the Terms of this Contract**

### **SPECIAL CONDITIONS**

**1. COUNTERPARTS, ELECTRONIC TRANSMISSION AND FACSIMILE**

1.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

1.2 This Contract may be executed by one or more of the parties executing a counterpart, which may be a facsimile or electronic transmission copy of the Contract, and transmitting that executed counterpart by facsimile or electronic transmission to the party or parties, which upon either the senders transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract by the sender, will be taken as conclusive evidence of the execution of the Contract by that party.

1.3 The parties agree to be bound by this Contract being executed in counterparts in accordance with this Special Condition 1.

### **SETTLEMENT**

**Settlement Date:** 30 days from date of contract

*Or the next Business Day if that is not a Business Day in the Place for Settlement.*

**Place for Settlement:** Gold Coast

*If Brisbane is inserted, this is a reference to Brisbane CBD.*

### **SIGNATURES**

**Seller:**  **Witness:** \_\_\_\_\_  
DocuSigned by:  
FC936FAB73C34DA...

**Seller:** \_\_\_\_\_ **Witness:** \_\_\_\_\_  
By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. (Note: No witness is required if the Seller signs using an Electronic Signature)

**Buyer:**  **Witness:** \_\_\_\_\_  
DocuSigned by:  
84EF20DAC5B5492...

**Buyer:**  **Witness:** \_\_\_\_\_  
DocuSigned by:  
8BA5C8F28B294DF...  
By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. (Note: No witness is required if the Buyer signs using an Electronic Signature)

**Deposit Holder:** \_\_\_\_\_

*Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019819071