

# CONTRACT FOR SALE OF COMMERCIAL LAND AND BUILDINGS

(THIS CONTRACT CONSISTS OF PAGES 1 TO 10 AND ANY ATTACHMENTS)

The Seller and Buyer agree to be bound by this Contract.

## Item Schedule



### ITEM

1	<b>DATE OF CONTRACT</b> <i>Clause 1(10)</i>	THE                      DAY OF                      20                      (Note: Seller/Seller's Agent must complete) (Last party signing to insert date)
2	<b>SELLER'S AGENT</b>  <i>Clause 30</i>	Name: <b>A.D. Liddle Pty Ltd T/As ADL Software</b> Address: <b>P.O. Box 1191</b> ACN: _____ <b>Milton, QLD, 4064</b> ABN: _____ Phone: <b>(07) 3367 1982</b> Fax: <b>(07) 3367 2533</b> Mobile: (    ) Email: <b>sales@adlsoftware.com</b> Notices*: <input type="checkbox"/> License Number: _____ Expiry Date:    /    /
3	<b>SELLER</b>  <i>Note: If insufficient room list additional Names and Addresses in Item 22 (Special Conditions)</i>  <i>Clauses 1(27), 6.2, 10.1, 20, 25, 29.1, 30, 32, 38 &amp; 39</i>	Name: _____ Address: _____ ACN: _____ ABN: _____ Phone: (    ) Fax: (    ) Mobile: (    ) Email: _____ Notices*: <input type="checkbox"/> Solicitor / Self Acting Address: _____ Phone: (    ) Fax: (    ) Mobile: (    ) Email: _____ Contact: _____ Notices*: <input type="checkbox"/>
4	<b>BUYER'S AGENT</b> <i>(If Applicable)</i>	Name: _____ Address: _____ ACN: _____ ABN: _____ Phone: (    ) Fax: (    ) Mobile: (    ) Email: _____ Notices*: <input type="checkbox"/>
5	<b>BUYER</b>  <i>Note: If insufficient room list additional Names and Addresses in Item 22 (Special Conditions)</i>  <i>Clauses 1(8), 5.2, 6.13, 10, 11, 12, 22, 34(2), 35, 36.1(3), 36.3 &amp; 38</i>	Name: _____ Address: _____ ACN: _____ ABN: _____ Phone: (    ) Fax: (    ) Mobile: (    ) Email: _____ Notices*: <input type="checkbox"/> Solicitor / Self Acting Address: _____ Phone: (    ) Fax: (    ) Mobile: (    ) Email: _____ Contact: _____ Notices*: <input type="checkbox"/>
6	<b>PROPERTY</b>	Address: _____  Lot No. _____ GTP/BUP/SP: _____ Title Reference: _____ Area: _____ (Approx.) Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/> (Complete as Applicable. If neither checked, it is assumed to be Freehold) If Leasehold: Type of Holding: _____ Lease No.: _____ Local Government: _____  <i>Clauses 1(23), 19, 20 &amp; 21</i>

\* By checking the Notices box, that party agrees to receive appropriate Notices via email to the specified email address (Clause 32.1(e)).

<b>7</b>	<b>PURCHASE PRICE</b>  <i>Clauses 1(24), 33(2), 34 &amp; 36.1 (2)</i>	Figures \$ .....  Words: (optional) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<b>8</b>	<b>DEPOSIT</b>  <i>Clause 3</i>	Initial Deposit: ..... <div style="text-align: right;"><i>(Payable on signing of Contract, by Buyer)</i></div> Balance Deposit: ..... Payable by a date no later than: .....								
<b>9</b>	<b>DEPOSIT HOLDER</b> <i>Clauses 3.1 &amp; 3.5</i>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<b>10</b>	<b>FINANCE</b> <i>If you do not complete all details Clause 5 will not apply. Clauses 5, 28.2 &amp; 32.2</i>	Finance Amount: ..... Finance Date: ..... Lender: .....								
<b>11</b>	<b>INSPECTIONS</b> <i>Complete for Clause 4 to apply.  Clauses 4.1, 16, 28 &amp; 32.2</i>	Inspection Date: ..... <span style="float: right;"><i>(Date to be completed by)</i></span> Acknowledged Defects and Exclusions: <div style="border: 1px solid black; height: 30px; width: 100%;"></div>								
<b>12</b>	<b>SETTLEMENT DATE/PLACE</b> <i>Clause 8</i>	Date:    /    / <b>OR</b> ..... days from the Date of Contract Place: ..... <span style="float: right;"><i>(City or Town)</i></span>								
<b>13</b>	<b>EXCLUDED ITEMS</b> <i>Note: (If any Items are excluded this may have an adverse effect on Going Concern provisions (see Clause 35)) Clauses 8.9 &amp; 11.1(11)</i>	Fixtures: <div style="border: 1px solid black; height: 80px; width: 100%;"></div>								
<b>14</b>	<b>INCLUDED ITEMS</b> <i>Note: If insufficient space attach inventory  Clauses 1(23), 11.1(2) &amp; 35</i>	Chattels: <div style="border: 1px solid black; height: 80px; width: 100%;"></div>								
<b>15</b>	<b>PRESENT USE</b> <i>Note: the Buyer must satisfy itself as to the use being lawful or otherwise. Clause 21</i>	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>								
<b>16</b>	<b>ORDERS / NOTICES</b>  <i>Clauses 11.1(8) &amp; 29</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Local Government / Statutory Authorities:</td> <td style="width: 30%;">Date:    /    /</td> </tr> <tr> <td>2. Dividing Fences:</td> <td>Date:    /    /</td> </tr> <tr> <td>3. Other:</td> <td>Date:    /    /</td> </tr> <tr> <td>4. Other:</td> <td>Date:    /    /</td> </tr> </table>	1. Local Government / Statutory Authorities:	Date:    /    /	2. Dividing Fences:	Date:    /    /	3. Other:	Date:    /    /	4. Other:	Date:    /    /
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2. Dividing Fences:	Date:    /    /									
3. Other:	Date:    /    /									
4. Other:	Date:    /    /									
<b>17</b>	<b>ENCUMBRANCES</b> <i>(If Property is sold subject to Encumbrances details <b>must</b> be inserted)  Clauses 1(11), 14 &amp; 8.4 (4)</i>	Title: ..... <span style="float: right;"><i>(eg. Easement)</i></span> Other: <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <div style="text-align: right;"><i>(eg. Statutory Dealings; Unregistered Dealings; Licenses)</i></div> <p style="text-align: center;"><i>Ambiguous references similar to "searches will reveal" will not impose upon the Buyer an obligation to accept the Encumbrance.</i></p>								
<b>18</b>	<b>INTEREST ON UNPAID MONIES</b> <i>Clauses 17 &amp; 25</i>	(a) Rate: ..... <span style="float: right;"><i>(If left blank Item 18(b) is applicable)</i></span> (b) Queensland Law Society Inc Contract Default Interest Rate								

19	<div>G.S.T ON SALE</div> <div>Clauses 33, 34, 35, 36 &amp; 37</div>	<div>Tick only <u>One</u> of the following options below:</div> <div>Method of dealing with G.S.T on the supply of the Property:</div> <div><input type="checkbox"/> a) Purchase Price includes G.S.T (see Clause 33)</div> <div><input type="checkbox"/> b) Purchase Price excludes G.S.T (see Clause 34)</div> <div><input type="checkbox"/> c) Going Concern (see Clause 35)</div> <div><input type="checkbox"/> d) Margin Scheme (see Clause 36)</div> <div>(<b>WARNING:</b> It is advised that both the Seller and Buyer give consideration to the implications of the method chosen and request appropriate Professional advice in completing this Item)</div>																									
20	<div>LEASES</div> <div>All Leases must be noted here</div> <div>(if insufficient room attach schedule)</div> <div>Clauses 1(19), 6.2, 8.4(7), 14, 20 &amp; 39</div>	<div>Lease 1:</div> <div>Tenant: _____</div> <div>Term: _____</div> <div>Completion Date:    /    /    Rent: _____ Allocated unit no. _____</div> <div>Intended use: _____</div> <div>Options: _____</div> <div>Options exercised: <b>Yes / No</b> Rental Bond: _____ Rental Adjustment Date:    /    /</div> <div>Lease 2:</div> <div>Tenant: _____</div> <div>Term: _____</div> <div>Completion Date:    /    /    Rent: _____ Allocated unit no. _____</div> <div>Intended use: _____</div> <div>Options: _____</div> <div>Options exercised: <b>Yes / No</b> Rental Bond: _____ Rental Adjustment Date:    /    /</div> <div>Lease 3:</div> <div>Tenant: _____</div> <div>Term: _____</div> <div>Completion Date:    /    /    Rent: _____ Allocated unit no. _____</div> <div>Intended use: _____</div> <div>Options: _____</div> <div>Options exercised: <b>Yes / No</b> Rental Bond: _____ Rental Adjustment Date:    /    /</div> <div>Lease 4:</div> <div>Tenant: _____</div> <div>Term: _____</div> <div>Completion Date:    /    /    Rent: _____ Allocated unit no. _____</div> <div>Intended use: _____</div> <div>Options: _____</div> <div>Options exercised: <b>Yes / No</b> Rental Bond: _____ Rental Adjustment Date:    /    /</div>																									
21	<div>SERVICE CONTRACTS</div> <div>All Service Contracts must be noted here</div> <div>(if insufficient room attach schedule)</div> <div>Clauses 1 (28), 1 (29), 20 &amp; 39</div>	<table><tr><th></th><th>Service Provider</th><th>Services</th><th>Fee</th><th>Pay Period</th></tr><tr><td>(1)</td><td></td><td></td><td></td><td></td></tr><tr><td>(2)</td><td></td><td></td><td></td><td></td></tr><tr><td>(3)</td><td></td><td></td><td></td><td></td></tr><tr><td>(4)</td><td></td><td></td><td></td><td></td></tr></table>		Service Provider	Services	Fee	Pay Period	(1)					(2)					(3)					(4)				
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22 **SPECIAL CONDITIONS**  
  
*(If insufficient space attach separate sheet)*

Clause 25

23 **SIGNING**  
  
*{Note: should the provisions of Clause 35 apply to this Contract then by signing both parties agree that the supply is of a Going Concern to satisfy the terms of Section 38-325 (c) of the G.S.T Act (refer Item 20)}*  
  
Clause 35

Seller(s):	Witness(es):
Buyer(s):	Witness(es):
Deposit Holder:	(To be signed on receipt of Initial Deposit)

**Contract for Sale of Commercial Land and Buildings - Terms and Conditions -**  
**Whereby the Seller agrees to sell and the Buyer agrees to buy the Property.**

**Definitions & Interpretations**

**1. Definitions**

Defined terms have the same meaning throughout this Contract.  
In this Contract (which includes the Item Schedule) the following terms mean:

- (1) **Adjustment Date:** The earlier of:
  - (a) the date of possession being given to the Buyer; or
  - (b) the Settlement Date.
- (2) **Balance Purchase Price:** Monies payable, by the Buyer, on Settlement after deducting the Deposit, if paid, from the Purchase Price and allowing for Adjustments as provided in this Contract.
- (3) **Bank:** A Bank as defined in the *Banking Act 1959 (Cwlth)*, the Reserve Bank or Bank constituted under State Law.
- (4) **Bank Bond:** Bond issued by a Bank to secure the Deposit in accordance with Clause 3.4 of this Contract.
- (5) **Bank Cheque:** An unendorsed Cheque drawn by any Bank or, if authorised by the Seller, some other cheque.
- (6) **Bond:** The Tenant's performance security with respect to its Lease obligations.
- (7) **Business Day:** Any day other than a Saturday, Sunday or public holiday in the State of Queensland.
- (8) **Buyer:** The Buyer named in Item (5), including any additional Buyers named in Special Conditions, Item (22).
- (9) **Contract:** These terms and conditions, any schedules attached to the Terms and Conditions and any Special Conditions.
- (10) **Date of Contract:** The date as set out in Item (1) of the Item Schedule unless otherwise specified.
- (11) **Encumbrance:** Matters affecting title, both registered and un-registered, including statutory easements and rights referred to in the Certificate of Title.
- (12) **Enterprise:** is an activity or a series of activities in the form of a business or otherwise as described in Section 9-20 of the G.S.T Act.
- (13) **G.S.T.:** Where used in this Contract, has the meaning used in the *A New Tax System (Goods & Services Tax) Act 1999 (Cwlth)* and "G.S.T." includes any applicable rulings issued by the Commissioner of Taxation.
- (14) **G.S.T Act:** means the *A New Tax System (Goods & Services Tax) Act 1999 (Cwlth)*.
- (15) **Guarantee:** personal performance guarantee provided by the tenant or occupant with respect to Lease obligations.
- (16) **Improvements:** All fixed or permanent structures and all buildings and improvements including fixtures and fittings on the Property unless excluded in Item (13).
- (17) **Input Tax Credit:** an entitlement arising under Section 11-20 of the G.S.T Act.
- (18) **Land Tax Clearance Certificate:** A certificate issued by the Commissioner of Land Tax that describes the land charged, and stating whether or not there are arrears of land tax payable in respect thereof in accordance with Section 37 (2) of the *Land Tax Act 1915*.
- (19) **Lease:** all agreements (including tenancy agreements and licenses) with respect to leasing the Property, in part or in whole, more particularly set out in Item (20).
- (20) **Local Government:** the local government established under the *Local Government Act 1993* having authority with respect to the Property.
- (21) **Order:** a decision made and issued by a court or judge or a command that is legally binding including an order as a charge on the Land as stated in Part 11 of the *Property Law Act 1974*.
- (22) **Outgoings:**
  - (1) all government and Local Government rates and charges on the Land including land tax, water and sewerage rates, general rates, fire levy and all periodic charges up to and including the Adjustment Date; and or
  - (2) contributions to the administrative and sinking funds levied from time to time by the Body Corporate and special contributions levied by the Body Corporate under the Regulation Module or pursuant to a by-law for exclusive use

- (3) all other periodic expenditure in relation to the Property (including Service Contracts).

- (23) **Property:** The Land described in Item (6) of the Item Schedule and Improvements thereon, together with the included chattels described in Item (14) of the Item Schedule.
- (24) **Purchase Price:** The sum referred to in Item (7) of the Item Schedule.
- (25) **Rent:** all monies payable by a tenant or occupant under a Lease.
- (26) **Retail Shop Lease:** as defined under Section 5 of the *Retail Shop Leases Act 1994*.
- (27) **Seller:** The Seller named in Item (3), including any additional Sellers named in Special Conditions, Item (22).
- (28) **Service Contract:** is a Contract entered into between the Seller and a Service Provider capable of being transferred to the Buyer upon Settlement.
- (29) **Service Provider:** a person or company engaged by the Seller to supply services (other than administrative services) for the benefit of the Property.
- (30) **Settlement:** the completion of the conveyance of the Property from the Seller to the Buyer.
- (31) **Settlement Date:** The appointed date specified in Item (12) for Settlement to occur unless otherwise agreed in writing by the parties.
- (32) **Tax Invoice:** a document that evidences a purchase / sale including G.S.T and complies with the requirements of subsection 29-70 (1) and (if applicable) Section 54-50 of the G.S.T Act.
- (33) **Transfer Documents:** All those documents necessary to transfer title to the Property, as defined, to the Buyer, including Queensland Land Registry Transfer and Form 24.

**2. Interpretation**

In this Contract, unless the contrary intention appears:

- (1) the singular includes the plural and vice versa.
- (2) 'person' includes a firm or a body corporate together with executors, administrators, successors and assigns.
- (3) an agreement, representation or warranty:
  - (1) in favour of two or more persons is for the benefit of them jointly and severally.
  - (2) on the part of two or more persons binds them jointly and severally.
- (4) a reference to:
  - (1) an item number is a reference to an Item in the Item Schedule.
  - (2) a document includes any variation to that document.
  - (3) any law or statute includes all regulations and other instruments made under it and amendments or replacements of any of them.
- (5) column notes in the Item Schedule form part of this Contract.

**Events**

**3. Deposit**

- 3.1 The Buyer must pay the Deposit to the Deposit Holder as Stakeholder in the amount and at the times required in Item (8).
- 3.2 Time is of the essence when making payment of the Deposit.
- 3.3 Failure to pay any monies on time or by cheque, which is not honoured on presentation, will be an act of default by the Buyer in which case the Seller may terminate or affirm this Contract and otherwise act in accordance with Clause 10.1 of this Contract.
- 3.4 The Buyer may pay the Deposit (in whole or in part) by Bank Bond in which case on receipt of the Bank Bond the Buyer's obligation to pay the Deposit shall have been satisfied to the extent of the Bank Bond.
- 3.5 Investment of Deposit:

If the Deposit is to be invested then (except in the case of Bank Bond):

  - (1) the Deposit Holder will invest the funds paid with a Bank, Building Society or Credit Union in an interest bearing account at the risk of the party who becomes entitled to the Deposit.
  - (2) the interest on the Deposit will be paid to the party who becomes and is entitled to the Deposit.
  - (3) the party who becomes entitled to the income from the invested Deposit will be solely responsible for any tax liabilities on such income. Tax in this context includes Income Tax and GST.
  - (4) all costs in relation to this investment will be borne by the party referred to in Clause 3.5(3).
- 3.6 The parties will supply to the Deposit Holder at the Date of Contract, their tax file numbers in order to assist with the investing of the Deposit.

- 3.7 The Deposit is payable to:
- the Seller:
    - on Settlement; or
    - in case of the Buyer's Default on default; or
- should this Contract be properly terminated by the Buyer, the Deposit will be refunded to the Buyer in which case the Buyer shall have no further claim under this Contract unless there has been a breach of the provisions of this Contract by the Seller, giving rise to a claim for damages.
- 4. Property Inspections**
- 4.1 The Contract is subject to and conditional upon the Buyer obtaining, by the Inspection Date, a building and/or pest report (Item (11)), satisfactory to the Buyer, excluding Acknowledged Defects / Exclusions.
- 4.2 If any inspection report specified in Clause 4.1 is not satisfactory to the Buyer, the Buyer may by notice to the Seller by 5.00 p.m. on the Inspection Date or as specified in Clause 32.2, terminate this Contract.
- 4.3 Should the Buyer not notify the Seller in accordance with the provisions of Clause 4.2 the Buyer will be deemed to be satisfied with the Inspections.
- 4.4 This Contract is not terminated until notice is given.
- 4.5 The Buyer must at all times act reasonably.
- 4.6 The Buyer will, if required by the Seller, promptly provide copies of the relevant sections of any inspection reports relied upon to terminate this Contract.
- 4.7 If the Buyer refuses to comply with a request in accordance with Clause 4.6 the Buyer will be deemed to be not acting reasonably.
- 4.8 All monies paid by way of Deposit will be forthwith refunded to the Buyer once this Contract is terminated in accordance with this clause.
- 4.9 In respect of white-ants, risk in itself will not constitute a reason for termination of this Contract.
- 5. Finance**
- This Clause shall not apply unless all details in Item (10) are completed.
- 5.1 This Contract is subject to and conditional upon the Lender approving a loan to the Buyer in the Finance Amount, on terms and conditions satisfactory to the Buyer, for the purchase of the Property by the Finance Date (or such extended date as may be agreed).
- 5.2 In compliance with this Clause the Buyer will promptly, after the signing of this Contract by the Seller, make application to the Lender for the Loan and take all reasonable steps to obtain the Finance approval by the Finance Date.
- 5.3 The Buyer must give notice to the Seller immediately upon approval/rejection of Finance in accordance with Clause 32 (Notice).
- 5.4 If the Buyer has not obtained the Finance approval by the Finance Date then the Buyer may by notice to the Seller:
- terminate this Contract; or
  - waive the benefit of this condition.
- 5.5 Should the Buyer not give notice to the Seller in accordance with Clause 5.4 (a) or (b) by 5.00 p.m. on the Finance Date or as specified in Clause 32.2, the Seller may, by notice, terminate this Contract.
- 5.6 This Contract is not terminated until notice is given.
- 5.7 All monies paid by way of Deposit will be forthwith refunded to the Buyer once this Contract is terminated in accordance with this Clause.
- 6. Adjustments**
- 6.1 Outgoings affected by the Buyer prior to Settlement are not adjustable items unless previously agreed by both parties.
- 6.2 The Seller is entitled to the Rents and income and is liable for and will make payment of all Outgoings including rates, land tax and other taxes up to the Adjustment Date. Thereafter the Buyer shall be entitled to Rent and income and be liable for all Outgoings including rates, land tax and other taxes.
- 6.3 No apportionment will be made at the Adjustment Date for unpaid Rent or income.
- 6.4 Should rental or other Bonds be the subject of an Adjustment, the Buyer will indemnify the Seller to the extent thereof.
- 6.5 All Outgoings, Rent and income paid or received under Clause 6.2 must be apportioned when received by either party based on the Adjustment Date. This excludes water rates charges based on usage.
- 6.6 All Outgoings, Rent and income received by the Seller in relation to periods after the Adjustment Date shall be apportioned based on the Adjustment Date.
- 6.7 Where Outgoings have not been assessed at the Adjustment Date any apportionment will be based on the sum advised by the relevant authority or where no such information is available, on the latest assessment.
- 6.8 Land tax will be apportioned as if the Property was at midnight on the 30th June preceding the Date of Contract the Seller's only land in Queensland.
- 6.9 Any amount adjustable under this provision which relates to land other than that included in the Property shall be (where no specific assessment is issued) adjusted proportionately based on the area of the whole of the Land relative to the area of the Land included in the Property.
- 6.10 Should the Commissioner of Land Tax not have issued a Land Tax Clearance Certificate to the Buyer by the Adjustment Date, then in such case the parties agree the Buyer will retain in his Solicitor's Trust Account such sum, from the Settlement monies, as the Commissioner of Land Tax specifies in writing would be prudent to cover any land tax liability outstanding for the period up to and including 30th June immediately preceding the Adjustment Date and upon a Land Tax Clearance Certificate issuing. The Buyer undertakes and agrees to direct the Solicitor to pay from the funds held in the Trust Account so much of those funds as may be necessary to obtain for the Buyer a Land Tax Clearance Certificate. Any balance funds remaining shall be paid to the Seller. This obligation is a continuing obligation and does not lapse at Settlement.
- 6.11 Should the Seller be entitled to any discount on Outgoings then, for the purpose of this Clause, the discount shall not be taken into account, unless already paid.
- 6.12 Adjustments will be made with respect to water rates when the rates charged are based on the average daily usage using the following formula:  
Adjustment = TC/RD x AD  
Where:  
TC = Total Usage Charge as at the Adjustment Reading Date  
RD = Days between the previous reading and Adjustment Reading Date  
AD = Adjustment Days between adjustment reading date and Settlement Date (ie. Settlement Date minus Adjustment Reading Date where the Adjustment Reading Date is the date the water metre was read for the purpose of the issue of a Local Government water usage assessment)
- 6.13 The Buyer is responsible for:
- obtaining an accurate water meter reading within a reasonable time period prior to Settlement for the purpose of Clause 6.12
  - determining an Adjustment amount to be paid in accordance with Clause 6.12
  - disclosing the information in Clause 6.13 (1) & (2) to the Seller not less than 48 hours prior to the Adjustment Date
- 6.14 The Seller may direct the Buyer to provide on Settlement a cheque payable to the relevant authority for Outgoings assessed but unpaid at the Adjustment Date. It shall be the Buyer's responsibility to forward such cheque to the relevant assessing authority forthwith. This will be an adjustment for purposes of Clause 6.2.
- 6.15 It shall be the Buyer's responsibility to obtain, at its own cost, details of all Outgoings from relevant government and Local Government authorities.
- 6.16 All Adjustments made will exclude G.S.T.
- 7. Preparation & Completion of Documents**
- 7.1 The Buyer will deliver to the Seller, at its own expense at a reasonable time before Settlement for execution by the Seller, Transfer Documents for the Land including any declarations and instruments necessary to effect transfer of the Property and the Buyer shall do all acts and things necessary to effect completion of this Contract and effective transfer of the Property.
- 7.2 Upon compliance by the Buyer with the provisions of this Contract and payment, by the Buyer, of the Seller's reasonable expenses the Seller will, upon request, produce the Transfer Documents (prior to Settlement or payment of the Balance Purchase Price) for the purposes of payment of transfer duty.
- 7.3 It is agreed by the parties hereto that the Buyer shall be under no obligation to pay any production fee to the Seller pursuant to Clause 7.1 if the Seller is not represented by a solicitor.
- 7.4 The Seller will have provided to the Buyer prior to Settlement and upon request current, true and correct written records of:
- all Rents, profits and Outgoings in respect to the Property whether discoverable by search or not
  - all relevant information of each Lease (if any) relating to the Property as required by the Buyer
  - Photocopies of other relevant documents executed by the Seller; and should the Seller become aware of any amendment or alterations or additions to such information subsequent to disclosure and prior to Settlement the Seller will provide details thereof to the Buyer.
- 8. Settlement**
- 8.1 The Balance Purchase Price shall be paid (subject to compliance with Clause 7) on the Settlement Date.

- 8.2 Settlement shall take place (subject to Clause 8.3) on the Settlement Date specified in Item (12) (or if the Settlement Date is not a Business Day on the next Business Day following) between 10.00am and 5.00 pm:
- at a venue agreed upon by the parties; or
  - Failing agreement:
  - at the office of the Seller's mortgagee or solicitor; or
  - at the nearest office, to the nominated place for Settlement, at which land title documents may be lodged for registration.
- 8.3 The Seller will have provided to the Buyer no later than 3:00pm on the day prior to the Settlement Date, details of all cheques required for payment of the Balance Purchase Price. Should such details not have been provided in that time the Buyer has the right upon request, given no later than 5:00pm on that day, to a 24-hour extension of the Settlement Date.
- 8.4 On payment of the Balance Purchase Price, adjusted as provided in this Contract, by Bank Cheque/s (as directed by the Seller or its Solicitor in writing) and compliance by the Buyer with the conditions of this Contract the Seller must deliver to the Buyer (or the Buyer's solicitor):
- vacant possession of the Property (unless leased)
  - Transfer Documents executed by the Seller in a form capable of immediate registration in accordance with the *Land Titles Act 1994* provided however; should the title documents with respect to the Land relate also to other land, the Seller shall produce the title document to allow registration of the transfer, cost of production will be borne by the Seller and costs in relation to any new title will be borne by the Buyer
  - such declarations as may be required under the Duties Act 2001; Land Titles Act 1994; Land Act 1994
  - any title document in respect to the Land free from Encumbrances unless detailed in Item (17) of the Item Schedule
  - title to the balance of Property exclusive of Land
  - all keys including other devices and codes for entry, exit and security unless an alternative time and place for delivery is agreed in writing
  - the right to and benefit of all documentation, including transfers of Bond and Guarantees, to give effect to and comply with the provisions of any Lease and/or Service Contract in force in relation to the Property at the time of Settlement
  - assignment to the Buyer effective from the Settlement Date and the benefit of all Leases more particularly set out in Item (20) of the Item Schedule and Service Contracts more particularly set out in Item (21) of the Item Schedule. The Seller will provide duly executed assignment documentation on the Settlement Date together with appropriate notice to the Tenant regarding assignment
  - Rent and income unpaid for any period prior to the Settlement Date and not adjusted between the parties at Settlement is not assigned to the Buyer but remains a debt due to the Seller in which case the provisions of Section 117 of the *Property Law Act 1974* are not applicable
  - title to any chattel forming part of the Property including warranties and documentation and relating thereto, to which the Buyer may be reasonably entitled
  - the valid Certificate of Classification applicable to the uses of the Property stated in Item (15) of the Item Schedule which is required and must be issued prior to use or occupation as outlined under Section 95 (1) of the *Standard Building Regulation 1993*
  - any other documents, including construction drawings and plans held by the Seller essential for the ongoing management of the Property
  - any relevant records or documents with respect to Bonds, Guarantees, Leases and Service Agreements which are required for the management of the Property.
- 8.5 The Buyer shall be required to bear the cost of no more than four Bank Cheques in payment of the Balance Purchase Price.
- 8.6 If the title document or other instruments relating to title or interest in property relate to other land or property the Seller must produce those documents at the nearest office at which land title documents may be lodged for registration unless otherwise agreed to by both parties at the time of Settlement. The Buyer shall provide such undertakings as the Seller may reasonably require in relation to the production of the title documentation.
- 8.7 In the case of the original instrument of title being partially cancelled, any new separate instrument of title shall be obtained at the Buyer's expense.
- 8.8 The Seller will, prior to Settlement, remove all chattels and other property not included in the sale, and repair all or any damage, if any, caused by such removal. Should the Seller fail to carry out such repairs the Buyer may do so and recover the cost of such repairs as liquidated damages from the Seller notwithstanding Settlement may have taken place.

- 8.9 Property not removed in accordance with Clause 8.8 shall be deemed abandoned and may be dealt with by the Buyer in any way the Buyer considers appropriate without obligation to account to the Seller. Any costs incurred by the Buyer in dealing with this Property may be recovered from the Seller as liquidated damages notwithstanding Settlement may have taken place.
- 9. Handover**
- 9.1 The Seller must hand over the Property at the Settlement Date without damage or loss (fair wear and tear excepted).
- 9.2
- the Seller will during the term of the Contract comply with its obligations in respect of all Leases relating to the Land and Improvements
  - the Seller will immediately advise the Buyer in the form required under Clause 32 hereof of any breach of Lease or any matters which may adversely affect performance of any Lease in respect of this Contract
  - the Seller shall not enter into any new Leases with respect to Land and Improvements or accept the surrender of any existing Lease or agree to alterations, additions or variations to any existing Lease prior to completion of this Contract without the Buyer's written consent which consent will not, subject to the conditions of the relevant Lease, be unreasonably refused.
- 9.3 If the Seller has not acted in accordance with Clause 9.1 & 9.2 the Buyer may claim from the Seller the reasonable costs of effecting rectification as liquidated damages notwithstanding Settlement may have taken place.

### Other Matters Affecting this Contract

#### 10. Buyer's Default

- 10.1 If the Buyer does not complete the purchase under this Contract or is otherwise in default then, except in the case of failure arising because of the Seller's default, the Seller may in addition to and without limiting other remedies, including action for damages and/or specific performance, terminate this Contract and:
- the Deposit will be forfeited to the Seller
  - resume possession and at the Seller's discretion resell the Property in the manner and on the terms the Seller chooses
  - claim the loss, if any, on resale as liquidated damages
  - the profit, if any, on resale shall belong to the Seller.
- 10.2 Damages will include professional fees and costs incurred to satisfy the terms of this Contract.

#### 11. Buyer's Right to Rescind

- 11.1 The Seller warrants, unless otherwise disclosed in this Contract, that at the time of Settlement:
- the Seller will be the Registered Owner in the case of freehold land or the Tenant in the case of Leasehold land
  - it is the owner of all the Property
  - the Seller has full authority to enter into this Contract where the Seller is a trustee
  - there is no impediment to the Seller completing the sale
  - the Seller is not bankrupt nor has the Seller entered into an arrangement or composition with the Seller's creditors
  - the Seller being an entity subject to the Corporations Law is not insolvent, has not been placed in liquidation or official management, not entered into a compromise or arrangement with creditors and has no knowledge of any action which could cause these afore mentioned events to occur
  - there are no legal actions affecting or which may affect the Property or any part of it
  - there are no outstanding or unsatisfied Notices, Orders or demands at the Date of Contract with respect to any Act, Regulation or By-Law which have not been fully complied with or which may adversely affect:
    - the Property, unless disclosed in Item (16); or
    - the Seller's ability to complete this Contract.
  - In the case of crown Leasehold all requirements of the Lease have been observed and performed
  - the Seller has complied with all relevant environmental legislation in respect to the Property
  - any Improvements to the Property not excluded in Item (13) have not been removed by the Seller. Any claim by the Buyer to the contrary must be directed to the Seller
  - in the case of vacant Land, the Buyer may terminate this Contract if the Property has not been provided with a separate sewerage connection, unless otherwise disclosed in Item (22) (Special Conditions). This clause shall not apply to Property where other disposal systems are required and permissible by the local authority or council.

11.2 If a warranty set out in Clause 11.1 is incorrect the Buyer may (except in the case of matters disclosed in Item (17) with relation to Clause 11.1 (8) or otherwise in Item (22)):

- (a) by notice given to the Seller prior to the Settlement Date, rescind this Contract; or
- (b) at the time of Settlement, by notice in writing, claim compensation from the Seller.

11.3 It is acknowledged and agreed by the parties hereto that any building approval defect listed as a requisition in the local authority's building records does not constitute a Notice or an Order as contemplated by Clause 11.1 (8).

#### 12. Buyer's Warrants

- (a) It is not required to obtain consent to this purchase under the *Foreign Acquisitions and Takeovers Act 1975*; or
- (b) It has obtained any and all consents under the *Foreign Acquisitions and Takeovers Act 1975* to this purchase.

#### 13. Consent

13.1 If the Seller must obtain consent to transfer the Property, as is the case with Leasehold Property, the Seller shall at the Seller's own cost promptly take every reasonable action to obtain such consent.

13.2 The Buyer will upon receipt of the request for consent do all things as may reasonably be necessary to assist in obtaining such consent.

13.3 If consent is not obtained by the Settlement Date, providing neither party is in default, either party may with written notice to the other party terminate this Contract.

#### 14. Encumbrance

The Property is sold free of Encumbrances and Leases other than those included in Items (6), (17) & (20) (But subject to all reservations in favour of the Crown).

#### 15. Further Acts

Each party must do whatever is reasonably necessary, at that party's own expense, to carry out its obligations under this Contract.

#### 16. Inspection

On the giving of reasonable notice to the Seller, the Buyer, or designated representative, may at reasonable times, prior to Settlement, inspect the Property for the purposes of:

- (1) Inspections as per Clause 4
- (2) valuation, if required (under Clause 5 or otherwise)
- (3) one pre-settlement inspection in addition to Clauses 16(1) & 16(2).

#### 17. Interest on Unpaid Monies

Any monies payable under this Contract, (or any judgment given in respect of this Contract) not paid when due will attract Interest from the due date for payment, to the date of payment, which shall be the Settlement Date (except as otherwise prescribed in the case of a judgment) at the rate prescribed in Item (18).

#### 18. Possession Prior to Settlement

18.1 Should possession be given before the Settlement Date set out in Item (12) it shall be given solely at the Seller's discretion and then only on terms agreed between the parties in writing.

18.2 Such possession shall not give rise to a tenancy (unless otherwise agreed) but is a licence only.

18.3 The Buyer accepts the Property in the condition it is in at the date of possession.

18.4 The Buyer must maintain and not alter the Property, fair wear and tear accepted.

18.5 The Buyer must not part with possession of the Property.

18.6 The Property shall be at the Buyer's risk. The Buyer will adequately insure the Property in both the Buyer's and Seller's name.

#### 19. Property Description

19.1 The Buyer may survey the Land and should there be an error or mis-description in this Contract or an encroachment onto or from the Land the Buyer may:

- (a) in the case of a material error, mis-description or encroachment, elect to complete this Contract or terminate before Settlement; or
- (b) in the case of an immaterial error in the dimensions of the Land or any immaterial encroachment or mis-description, the Buyer must complete.

In the case of Clause 19.1 (b) or should the Buyer elect to complete in the case of Clause 19.1 (a), any compensation claim by the Buyer will be limited to monetary compensation only.

19.2 The Buyer shall only be entitled to claim compensation if notice of such claim is given at or before Settlement.

19.3 Any such claim for compensation does not entitle the Buyer to delay Settlement or withhold any of the purchase monies.

#### 20. Property Information

The Seller must, at a reasonable time prior to Settlement, provide to the Buyer current, certified copies of all relevant documents relating to the Property, in particular:

- (1) the Seller will within 7 days of the date hereof or Date of Contract cause to be delivered to the Buyer or as the Buyer may otherwise direct current copies of all Lease and Service Contracts and all documentation ancillary thereto
- (2) should the Seller fail to deliver documentation in accordance with Clause 20 (1) the Buyer may terminate this Contract by written notice given within 14 days of this Contract
- (3) if after delivery of the documentation in accordance with Clause 20 (1) the Buyer, acting reasonably, determines the provisions of such documentation are not satisfactory, the Buyer may terminate this Contract within 14 days of this Contract.
- (4) The Seller by this Contract consents to and authorises the Buyer to inspect the records of authorities relating to the Land and Improvements.

#### 21. Property Use

21.1 The Seller gives no warranty regarding the Present Use of the Property. See Item (15).

21.2 If at the Date of Contract:

- (a) under the Local Authority planning provisions the Present Use is unlawful; or
- (b) access and utilities to the Land are not legally secured; or
- (c) compliance with or application of any proposal, notices or statutory requirements with respect to the Land or adjoining land will materially adversely affect the Property; or
- (d) the Land and Improvements are part of a claims inquiry due to a claim being made under the *Aboriginal Land Act 1991* or relevant Native Title acts relating to Queensland and the Commonwealth; or
- (e) the Land and Improvements are affected by the *Queensland Heritage Act 1992* or included in the WORLD HERITAGE LIST; or
- (f) the Land and Improvements are classified as a protected area under Section 14 or bound by a conservation agreement under Section 45 of the *Nature Conservation Act 1992* or otherwise affected by the *Nature Conservation Act 1992*

and these matters have not been disclosed in this Contract, the Buyer may by notice to the Seller, given not less than 2 days before Settlement, terminate this Contract. If such notice is not given at all or as required, the Buyer will be deemed to have accepted the Land.

#### 22. Requisitions

The Buyer is not entitled to deliver requisitions on title.

#### 23. Rights After Settlement

Notwithstanding the sale has settled and registration of the transfer occurred, each party shall retain the benefit of any provisions of this Contract, which may require the other party to do something or take some action.

#### 24. Risk

From 5.00pm on the next Business Day after the signing of this Contract the Property shall be at the risk of the Buyer.

#### 25. Seller's Delay

If Settlement does not take place by the Settlement Date in Item (12) due to delay by the Seller, the Seller shall pay to the Buyer, as liquidated damages on Settlement, Interest on the Balance Purchase Price at the rate set out in Item (18).

#### 26. Special Conditions

Any Special Conditions to this Contract shall form part of this Contract. Should there be any inconsistency between the Terms and Conditions and the Special Condition the Special Condition shall apply.

#### 27. Stamp Duty

Payment of Stamp Duty on this Contract is the responsibility of the Buyer.

**Note:** The Buyer may incur penalties if Stamp Duty is not paid within 30 days of the conditions of this Contract being satisfied.

#### 28. Time

28.1 Time shall be of the essence. Settlement may take place on the Settlement Date at any time between the hours specified in Clause 8.2 of this Contract.

28.2 Any event that must occur on or before a specified day, in respect to this Contract, which date does not fall on a Business Day shall be extended to the next Business Day following the specified date.



## 29. Work Orders and Notices

- 29.1 The Seller must, by Settlement, fully comply with any Work Orders or Notices issued by a competent authority, pursuant to Clause 11.1 (8), made on or before the Date of Contract and the Buyer shall comply with any Work Orders or Notices issued subsequent to the Date of Contract.
- 29.2 The costs of any Work Order or Notice complied with by one party which, under Clause 29.1, is the responsibility of the other party shall be, to the extent of such cost, an Adjustment to the Purchase Price in favour of the party who has incurred the costs.
- 29.3 The Buyer shall bear all costs towards construction or repair of any dividing fences between the Land and any adjoining land, unless a Notice served under the provisions of the *Dividing Fences Act 1953*, Section 8, is in force as at the date of this Contract, in which case such Notice shall be treated in the same manner as a Notice referred to in Clause 29.1 and 29.2.
- 29.4 In accordance with Clause 29.1 the Seller will forthwith provide the Buyer with copies of all Work Orders and Notices (including those under the *Dividing Fences Act 1953*) received after the Date of Contract and will not carry out any work without written consent of the Buyer which consent will not be unreasonably withheld.
- 29.5 Should the Contract not settle other than through default of the Buyer, the Seller will reimburse to the Buyer any monies reasonably expended in accordance with matters disclosed in Item (16).

## 30. Seller's Agent

If an Agent has been appointed by the Seller as outlined in Item (2) to sell the Property for the Seller, authority vested in the Agent by the Seller shall be deemed to be vested in the Agent's authorised employees.

## 31. Seller's Obligations prior to Handover

From the Date of Contract as per Item (1) until and including the Settlement Date, the Seller shall continue to fulfill all its obligations as owner of the Property including:

- (1) the maintenance of any current insurance policies
- (2) ensuring the Property is used and maintained with reasonable care
- (3) authority to enforce and make decisions regarding any/all Lease agreements in force, with the prior written consent of the Buyer
- (4) authority to serve notices as per Clause 29.3 with the prior written consent of the Buyer.

## Notice

### 32. Notice

- 32.1 Any notice to be served on any party under this Contract shall be in writing and may be served on that party:
- (a) by delivering the notice to the party personally; or
  - (b) by leaving it for the party at the party's address as stated in Items (3) and (5); or
  - (c) by posting it to the party, by registered mail as a letter addressed to the party at the address as stated in Item (3) or (5); or
  - (d) by facsimile to the party's facsimile number in Item (3) or (5); or
  - (e) if both parties agree and it is lawful, by electronic transmission to the party at the email address shown for that party in the Item Schedule. (Refer to Items (2) to (5) of this Contract); or
  - (f) by delivery to the party's solicitor's office by any of the methods outlined in Clauses 32.1 (a) to 32.1 (e) above.
- 32.2 Where the Seller is not represented by a solicitor, service of a notice upon the Seller for the purposes of Finance (Item 10) and Inspections (Item 11) may be affected by posting the notice to the Seller's address (Item 2) by Registered Post before 5:00pm on the next Business Day after the date specified in the relevant item.
- 32.3 A notice so posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the notice would be delivered.
- 32.4 Notices given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- 32.5 A Seller's Agent shall, for the purpose of this Clause, be recognised as a party and may receive notices in accordance with Clause 32.1 on the Seller's behalf if authorised by the Seller.
- 32.6 Notices must be served before 5pm on a Business Day, failing which, such Notice will be deemed to have been served on the next Business Day.

## G.S.T on Supply

### 33. Purchase Price includes G.S.T

By selecting option (a) in Item (19) the Seller states that:

- (1) they are registered for G.S.T

- (2) G.S.T is included in the Purchase Price stated in Item (7) of the Item Schedule
- (3) they will pay to the Australian Tax Office the amount of G.S.T owing for this transaction
- (4) the Buyer has fulfilled its obligation to pay G.S.T and is therefore released from paying any additional amounts for G.S.T.

### 34. Purchase Price excludes G.S.T

By selecting option (b) in Item (19):

- (1) the Seller states that G.S.T was not included in the Purchase Price stated in Item (7) of the Item Schedule
- (2) the Buyer agrees to pay to the Seller, the amount due for G.S.T in addition to the agreed Purchase Price upon Settlement.

### 35. Supply of a Going Concern

35.1 By selecting option (c) in Item (19) the following clauses form part of the terms of this Contract:

- (1) the Seller supplies to the Buyer and the Buyer acquires from the Seller, upon Settlement, the Property and all of the things that are necessary for the continued operation of the Enterprise and agrees to carry on the Enterprise until the day of the supply as per Section 38-325 of the G.S.T Act
- (2)
  - (a) the Buyer is registered for G.S.T; or
  - (b) is required to be registered under Division 23 of the G.S.T Act; or
  - (c) the Buyer is registered for G.S.T, or is required to be registered under Division 23 of the G.S.T Act or is able to be registered under Division 25 of the G.S.T Act
- (3) the Seller and the Buyer have agreed in writing that the supply is of a going concern.

35.2 G.S.T is not payable on the Purchase Price under the terms of Clause 35 for the Supply of a Going Concern.

35.3 the Buyer must pay to the Seller the amount of G.S.T payable on the supply of the Property if:

- (a) Clause 35.1 (2) is not correct at the time of Settlement subject to 35.1 (2) (c); or
- (b) the supply is no longer a Supply of a Going Concern due to circumstances not relating to a breach by either party; or
- (c) in the event that the supply is assessed not to be a Supply of a Going Concern, any fines or penalties levied under Section 40 and Schedule 1 of the *Taxation Administration Act 2001* will be payable by that party who failed to perform their obligations under the Going Concern provisions of the G.S.T Act.

### 36. Margin Scheme method of G.S.T payment

36.1 By selecting option (d) in Item (19) the Seller confirms that:

- (1) they can apply the Margin Scheme in accordance with Section 75-5 of the G.S.T Act
- (2) G.S.T is included in the Purchase Price stated in Item (7) of the Item Schedule
- (3) the Buyer has fulfilled its obligation to pay G.S.T and is therefore released from paying any additional amounts for G.S.T.

36.2 The Seller is not required to issue a Tax Invoice if the supply of the Property is under the Margin Scheme in accordance with Section 75-30 of the G.S.T Act.

36.3 the Buyer is aware that they are unable to claim an Input Tax Credit which may arise under this Contract pursuant to the Margin Scheme.

### 37. Tax Invoice

The Seller is required to supply a Tax Invoice to the Buyer at the Buyer's request where the supply of the Property includes a G.S.T component to be paid in accordance with Clauses 34 (2), 38.1 (b) and 38.2 (a) of this Contract.

### 38. Buyer's Right to terminate

38.1 If the Buyer becomes aware that the Seller has not complied with the requirements of Clause 35.1 (1) or 36.1 (1) (depending on the option chosen by the Seller) of this Contract:

- (a) at the time of Settlement, then the Buyer is permitted to claim compensation from the Seller and/or without limiting other remedies, including action for damages and/or specific performance, terminate this Contract at or before the Settlement Date; or
- (b) after the Settlement Date, then the Buyer must pay to the Seller, once received, the amount the Buyer will be reimbursed as an Input Tax Credit for G.S.T.

- 38.2 If the Buyer does not exercise their right to terminate this Contract in accordance with Clause 38.1 (a):
- (a) when the Supply of a Going Concern option as per Clause 35 is chosen, then the Buyer must pay to the Seller the amount of G.S.T payable on the supply of the Property; or
  - (b) when the Seller has chosen a Margin Scheme option, as per Clause 36, then Clause 38.1 (b) shall apply.

**Leases and Service Contracts**

**39. Seller's warranty**

- 39.1 For Leases and Service Contracts existing with respect to the Property at the Date of Contract the Seller warrants that:
- (1) it has informed the Buyer of all current Contracts and will forthwith provide to the Buyer, or the Buyer's Solicitor, duplicates of these Contracts and any documents ancillary thereto
  - (2) unless otherwise advised in writing all covenants and provisions of these Contracts, which are the responsibility of the Seller have been and will be duly performed and observed up to the Settlement Date
  - (3) the Seller has not breached any Lease or Service Contract and is not aware of any circumstances which may result in termination
  - (4) all details provided under Items (20) and (21) are valid
- The Seller states that the above warranties will be true and correct as of the Settlement Date.
- 39.2 If any Lease under Clause 39.1 is subject to the provisions of the *Retail Shop Leases Act 1994* the Seller warrants, in addition to the warranties in Clause 39.1, that:
- (1) its obligations as lessor under the *Retail Shop Leases Act 1994* have, in so far as the Seller is aware, been fulfilled
  - (2) there is no outstanding compensation payable to or claimed by the Tenant under Section 43 or any unresolved Retail Tenancy Disputes or other matters under review by the Retail Shop Leases Tribunal under Part 8 of the *Retail Shop Leases Act 1994* that the Seller is aware of
  - (3) the Seller has not at the Date of Contract received from any Tenant written notice requesting the Seller (as lessor) to renew any existing Lease for a specified period
- 39.3 The Buyer may, by giving written notice to the Seller, terminate this Contract if any of the Seller's warranties under Clauses 39.1 and 39.2 are incorrect.
- 39.4 The Buyer's failure to give notice under Clause 39.3 will result in the Buyer, upon Settlement, being bound by and liable under any Lease or Service Contract to the same extent as the Seller acting as the original lessor and/or contractor of a Service Provider would have been bound.
- 39.5 If a warranty set out in Clause 39 is incorrect the Buyer may exercise the rights set out in Clause 11.2 hereof.

**Applicable Law**

- 40.1 The laws of Queensland are the laws applicable to this Contract.
- 40.2 A solicitor appointed by a party shall have full authority to act on behalf of such party with respect to all matters relating to this Contract.

**Buyers Confirmation**  
Contract for Sale of Commercial Land and Buildings



ITEM

	Form(s) accompanying the Contract	Buyer Confirmation
1		<input type="checkbox"/>
2		<input type="checkbox"/>
3		<input type="checkbox"/>
4		<input type="checkbox"/>
5		<input type="checkbox"/>
6		<input type="checkbox"/>
7		<input type="checkbox"/>
8		<input type="checkbox"/>
9		<input type="checkbox"/>
10		<input type="checkbox"/>
11		<input type="checkbox"/>
12		<input type="checkbox"/>
13		<input type="checkbox"/>
14	<p><b>Special Notes:</b></p> <p>The Buyer confirms the above form(s) are attached or presented with the Contract in the correct and legal manner, prior to the Buyer signing the Contract.</p> <div></div>	
15	<p><b>Signatures:</b></p> <div><div>Issued By:</div><div>Confirmed By:</div><div><div>Agent</div><div>Buyer</div><div>Print Name</div><div>Print Name</div><div>/ /</div><div>/ /</div><div>Dated</div><div>Dated</div></div></div>	