Executed as an agreement on _____ 2025

SELLER

Executed by **MINDEROO PTY LTD ATF THE ANDREW & NICOLA FORREST FAMILY INVESTMENT TRUST**:

_____	_____
Signature of director	Signature of director / company secretary
_____	_____
Full name	Full name

BUYER

(if the buyer is an individual)

Signed by

_____

in the presence of:

_____

Signature of party

_____

Signature of witness

_____

Name

Signed by

_____

in the presence of:

_____

Signature of party

_____

Signature of witness

_____

Name

(if the buyer is a company)

Executed by

_____:

_____	_____
Signature of director	Signature of director/secretary
_____	_____
Name	Name

ANNEXURE A

SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND BY OFFER AND ACCEPTANCE

UNIT 14, 55 GARDUGARLI DRIVE, BAYNTON, WA 6714

1. SPECIAL CONDITIONS

These Special Conditions:

(a) are included in and form part of the Contract; and

(b) override the General Conditions to the extent of any inconsistency.

2. DEFINITIONS

2.1 Definitions

The following definitions apply in this Contract. All other definitions have the same meaning as in clause 26.1 (Definitions) and 26.2 (Definitions – Strata and Community Titles Schemes) of the General Conditions.

Authorisation means:

(a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and

(b) in relation to anything that could be prohibited or restricted by law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia or a day that falls within the period between 21 December 2023 to 15 January 2024 (inclusive of those dates).

Claim means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent, and specifically includes making any objection or claim for compensation, requiring the Seller to take or refrain from taking any action, a delay in Settlement or ending this Contract or attempting or purporting to do so.

Disclosed Documents means:

(a) all documents and materials provided by or on behalf of the Seller or the Seller's solicitor to the Buyer or to a party acting on behalf of the Buyer; and

(b) all documents referred to in this Contract, including all schedules and annexures to this Contract, and all documents referred to in such schedules and annexures.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

General Conditions means the 2022 REIWA Joint Form of General Conditions for the Sale of Land, a copy of which is comprised in Annexure B.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous

person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, the taking of any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

Law means any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any competent Authority or of any permit or approval affecting the Property.

Loss means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Object means to make any Claim against the Seller (before or after Settlement), raise any objection or requisition, rescind or terminate the Contract or delay Settlement.

Requisition means an objection to, or requisition on, the title to the Property.

Sale means the sale and purchase of the Property agreed to be made in the terms of this Contract.

Special Conditions means these special conditions of sale.

Specified Encumbrances means:

(a) interests notified on the Strata Plan and any amendments to lots or to common property thereon notified by virtue of the provisions of the Strata Titles Act of 1985 as amended;

(b) any easements and rights to which the Land is subject referred to in the certificate of title for the Land and any exceptions and reservations referred to therein including the right to mines of coal or other materials; and

(c) any memorial, restrictive covenant or caveat lodged on the title to the Property (or any other restriction, notation or other interest or proposal registered against the title to the Property) as a result of any requirement by any Authority.

Strata Disclosure Statement means the Precontractual Disclosure Statement comprised in Annexure C to this Contract and the attachments to the Strata Disclosure Statement.

Treasurer means the Treasurer of the Commonwealth of Australia or their delegate.

Trust means the trust of which the Buyer is trustee, constituted by the Trust Deed, as trustee for which the Buyer enters into this Contract.

Trust Deed means the trust deed of the Trust.

Trust Fund means the assets of the Trust.

3. AMENDMENTS TO THE GENERAL CONDITIONS

General Conditions 1.3 (Deposit – Proposed Scheme Lot), 1.4 (Deposit – Future Lot Contract), 1.7(a) (Terms Contract and other right), 4.2 (Seller delay), the words "and compensation allowable under clause 4.2" from 4.3 (Interest or Compensation), 4.5 (Buyer ready, willing and able), 6.3 (Principal Residence – limited right), 9 (Seller Representation and Warranty), 10.1 to 10.4 (Strata or community title), 13 (Subdivision), 14 (Terms

Contract) and 18 (GST) are deleted from the General Conditions, are not incorporated in this Contract and do not apply.

1.2 **The rule about "contra proferentem"**

This Contract is not to be interpreted against the interests of a party merely because that party proposed or drafted this Contract or some provision in it or because that party relies on a provision of this Contract to protect itself.

4. SETTLEMENT

The parties must complete this Contract by the Settlement Date at a:

(a) place nominated by the Seller which must be in the Perth CBD; and

(b) time nominated by the Seller which must be during normal Business Hours on a Business Day.

5. SELLER'S DISCLOSURE

(a) The Buyer acknowledges that all matters disclosed or described in this Contract are specifically disclosed and clearly described.

(b) The Buyer acknowledges that copies of the Disclosed Documents were made available to the Buyer for inspection before it executed this Contract.

(c) The Seller does not warrant the accuracy or completeness of the Disclosed Documents.

(d) The Buyer must not make any Claim in relation to any matter noted or referred to in any Disclosed Document, or otherwise in connection with any Disclosed Document.

6. NO REPRESENTATIONS AND EXCLUSIONS

6.1 **Acknowledgement**

The Buyer acknowledges that subject to the terms of this Contract:

(a) in entering into this Contract, the Buyer has not relied on any information other than as set out in this Contract;

(b) before entering into this Contract the Buyer has taken all legal and other advice which the Buyer considers necessary to enable the Buyer to be fully informed as to this Contract;

(c) the Buyer is deemed to have satisfied itself:

(i) by physical examination, inspection and enquiry as to the state of repair maintenance and condition of the Property and each and every part of the Property;

(ii) by enquiry of the appropriate authorities as to the use to which the Property may be put, its zoning, any development which may take place on the Property, the manner in which such development may be carried out, and of all restrictions relating to the Property;

(iii) by enquiry and survey as to the location of the boundaries of the Property including without limitation as to whether the improvements or property is encroached on by or encroaches on any adjoining buildings or land;

(iv) by the Buyer's own independent valuation and reports, as to the value of the Property;

(v) by the Buyer's own physical examination and enquiry as to the fitness and suitability of the Property for any particular purpose including without limitation development within the guidelines and requirements of the zoning;

(vi) by the Buyer's own physical examination and enquiry as to the nature and extent of Contamination on the Property and on land adjacent to or in the vicinity of the Property; and

(vii) by enquiry, inspection and review as to the level of income or expenses or income producing potential of the Property,

and enters into this Contract in reliance solely upon those examinations, inspections, enquiries and perusals and not on any (or any alleged) expressed or implied statement, warranty, condition or representation whatsoever made (or alleged to have been made) to the Buyer by the Seller or any agent of, or other person authorised by, the Seller.

6.2 **Buyer may not Object**

The Buyer may not Object because of anything in connection with:

(a) any of the matters referred to in Special Condition 6.1;

(b) any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the value of the Property between the Contract Date and Settlement other than as caused by the negligence of the Seller;

(c) the roof or surface water drainage from the Property being connected to a sewerage service; and

(d) the condition or existence or non-existence of services.

7. **IDENTITY OF PROPERTY**

(a) The Buyer admits, agrees and accepts that:

(i) the Property described is identical with the Property described in the title particulars;

(ii) any boundary fence or wall is correctly located on the title boundary of the Property;

(iii) no structure on the Property is located outside the title boundaries of the Property; and

(iv) no structure of any adjoining Property encroaches over or under the title boundaries of the Property,

whether or not that is the case.

(b) The Buyer waives any right to make any Claim against the Seller, or to require the Seller to take or refrain from taking any action, in relation to any of the matters referred to in this Special Condition.

8. **SALE AS IS, WHERE IS**

(a) The Property is sold "as is, where is" and as it stands as at the Contract Date, subject to any defects, whether latent or patent, that may exist or may in future be found to exist in the Property (and the Buyer takes the Property as it finds it).

(b) The Seller does not warrant that the Property may be used for any particular purpose. The Buyer buys the Property subject to:

(i) any Law affecting the Property;

(ii) any restriction or condition affecting or imposed upon the Property or its use by any Authority or otherwise; and

(iii) any restrictions on its use or development pursuant to any planning Law and any regulations or determinations pursuant to those acts or any applicable planning scheme,

and may not make any Claim in connection with them.

(c) Without limitation, the Buyer acknowledges that:

(i) the current use and/or development of the Property may not be consistent with applicable Laws; and/or

(ii) any future uses and/or development of the Property which may be contemplated or proposed by the Buyer or any other person:

(A) may not be consistent with applicable Laws (present or future); and/or

(B) may not be consistent with applicable Laws (present or future), unless some further authorisation or permit is obtained. In order to obtain (or as a condition of) such further authorisation or permit, the Buyer may be required to incur costs and/or undertake works in respect of the Property. The Seller expressly disclaims any warranty or representation about these matters, in respect of which the Buyer acknowledges that it has satisfied itself before entering into this Contract.

(d) The items sold under this Contact as part of the Property are all fixtures, fittings, plant and equipment as are located on the Land as at the date of this Contract, but excluding any items which the Seller may remove from the Land before Settlement. The Seller must take reasonable care to minimise any damage to the Property caused by the Seller's removal of the fixtures, fittings, plant and equipment.

(e) The Buyer must not Object or make any other Claim if any of the fixtures, fittings, plant and equipment sold under this Contract are not in their condition as at the Contract Date.

9. **MATTERS AFFECTING PROPERTY**

(a) In addition to the relevant matters referred to in the General Conditions, the Property is sold subject to and with the benefit of, as applicable:

(i) any rights of carriageway which affect the Property; and

(ii) any easement, encroachment, restriction, covenant or requirement of any Authority.

(b) The Buyer must not make any objection, delay or refuse to effect Settlement, make any Claim for a reduction in the Purchase Price or make a Claim for compensation or damages arising from the matters referred to in this Special Condition 9.

10. **NO COMPENSATION**

No error, mis-statement, omission or mis-description (whether as reflected in this Contract in any advertisement of the intended Sale of the Property or in any plan that may be or have been exhibited at, or before, the Sale of the Property) will annul the Sale or entitle the Buyer to be discharged from the Sale and the Buyer will not be entitled to compensation in respect of that error, omission or mis-description.

11. **BUYER'S REPRESENTATIONS AND WARRANTIES**

The Buyer represents and warrants to the Seller and it is a condition of this Contract that each of the following statements is true, complete and accurate in all respects, and is not in any way misleading or deceptive, or likely to mislead or deceive, both at the Contract Date and at Settlement:

(a) (if the Buyer is a corporation) the Buyer has taken all corporate action that is necessary to authorise its entry into this Contract and its carrying out the transactions that this Contract contemplates;

(b) the Buyer holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this Contract and to carry out the transactions that this Contract contemplates; or

(ii) ensure that this Contract is legal, valid, binding and (subject to stamping or registration) admissible in evidence,

and it is complying with any conditions to which any of these Authorisations is subject;

(b) no receiver has been appointed over any part of its assets and no such appointment has been threatened;

(c) no proceedings have been brought or threatened or procedure commenced for the purpose of winding up the Buyer or placing it under administration;

(d) the Buyer is not affected by an Insolvency Event;

(e) the Buyer has not entered this Contract in reliance on any representation or promise (apart from any express warranties contained in this Contract) given or made (or purporting to be given or made) by the Seller or any related person or by any agent, director, officer, employee or adviser of the Seller or any related person, or in reliance on any conduct of any of those persons; and

(f) the Buyer:

(i) has had an opportunity to make its own enquiries, investigation and evaluation of the Property (including without limitation a physical inspection of the Property) and has used that opportunity;

(ii) has made, and relies on, its own searches, investigations and enquiries in respect of the Property;

(iii) has had independent legal, financial and technical advice relating to the purchase of the Property and to the terms of this Contract and to the

documents to be executed pursuant to it, and to all relevant Laws affecting the Property;

(iv) has made and is relying on its own independent investigation, analysis and evaluation of the information provided by the Seller or a related person and of other information which it considers relevant; and

(v) has satisfied itself in relation to matters revealed, or which should have been revealed had reasonable care and due diligence been exercised, by its enquiries, investigation, analysis and evaluation.

12. TRUSTEE REPRESENTATIONS AND WARRANTIES

If the Buyer enters into this Contract as trustee of a trust, the Buyer (both in its own right and as trustee of the Trust) represents and warrants to the Seller that:

(a) (**status of Trust**) the Trust is duly constituted and has not terminated, nor has the date or any event occurred for the vesting of the Trust Fund;

(b) (**status as trustee**) it is the sole trustee of the Trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the Trust;

(c) (**trust power**) it has full legal capacity and power under the Trust Deed to:

(i) own the Trust Fund and carry on the business of the Trust as it is now being conducted; and

(ii) enter into this Contract and to carry out the transactions that this Contract contemplates,

as trustee of the Trust;

(d) (**trust authority**) all action that is necessary or desirable under the Trust Deed or at law to:

(i) authorise its entry into this Contract and its carrying out the transactions that this Contract contemplates;

(ii) ensure that this Contract is legal, valid and binding on it as trustee of the Trust and admissible in evidence against it in that capacity; and

(iii) enable it to properly carry on the business of the Trust,

has been taken;

(e) (**benefit of beneficiaries**) it is entering into this Contract as part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust;

(f) (**right of indemnity**):

(i) it has the right to be fully indemnified out of the Trust Fund in relation to this Contract, and the right has not been modified, released or diminished in any way;

(ii) the Trust Fund is sufficient to satisfy that right in full;

(iii) it has not released or disposed of its equitable lien over the Trust Fund; and

(iv) it has the right to be fully indemnified by the beneficiaries in relation to its obligations under this Contract;

(g) (**rights of beneficiaries**) the rights of the beneficiaries to and their interest in the Trust Fund are subject to:

(i) the Seller's rights and interests in the Trust Fund under this Contract; and

(ii) any rights and interests of the Buyer in the Trust Fund to which the Seller may from time to time be subrogated;

(h) (**terms of Trust**) it has disclosed to the Seller full particulars of the Trust and of any other trust or fiduciary relationship affecting the Trust Fund and, without limiting this, has given the Seller a complete and up-to-date copy of the Trust Deed;

(i) (**no breach**) it is not in breach of any of its obligations as trustee of the Trust, whether under the Trust Deed or otherwise; and

(j) (**no resettlement**) no part of the Trust Fund has been resettled, set aside or transferred to any other person, whether as trustee or otherwise, or mixed with any other property.

13. **NOMINEE**

If the Buyer has entered into this Contract for and on behalf of a third party that individual or company acknowledges and agrees that:

(a) they or it guarantees the due and punctual observance and performance by the third party of all of the obligations undertakings and agreements on the part of the Buyer contained in this Contract; and

(b) they or it immediately at the request of the Seller and at any time prior to settlement execute and deliver to the Seller a deed in such form as the Seller requires to more perfectly guarantee the obligations undertakings and agreements on the part of the Buyer contained in this Contract.

14. **RELIANCE ON BUYER'S REPRESENTATIONS AND WARRANTIES**

The Buyer acknowledges that the Seller has executed this Contract and agreed to take part in the transactions that this Contract contemplates in reliance on the representations and warranties in Special Conditions 11 to 13 inclusive.

15. **RELEASE OF SELLER**

(a) Except in respect of any express warranties contained in this Contract and other obligations of the Seller expressly agreed in this Contract, the Seller will have no liability whatsoever to the Buyer in relation to the Property, the interest of the Buyer in the Property or this Contract.

(b) The Buyer hereby releases the Seller and will indemnify and keep indemnified the Seller from and against, except in respect of any express warranties contained in this Contract and other obligations of the Seller expressly agreed in this Contract, all Claims and Losses whenever and however arising in relation to the Property to the maximum extent permitted by law.

16. **CONFIDENTIALITY**

(a) The parties must maintain absolute confidentiality concerning the existence and terms of this Contract and a party must not make any announcement,

communication or other disclosure relating to the existence or terms of this Contract unless:

(i) it is permitted to do so in accordance with Special Condition 16(b); or

(ii) it obtains the prior written approval of the other party, which approval must not be unreasonably withheld.

(b) A party (the **disclosing party**) may make an announcement, communication or other disclosure concerning the existence and terms of this Contract without requiring the approval of the other party as the disclosing party, in its absolute discretion, thinks necessary:

(i) to its officers, professional advisers, bankers, financial advisers and financiers;

(ii) to any person whose consent is required under this Contract;

(iii) for a transaction contemplated by this Contract; and/or

(iv) to comply with any applicable law or the requirement of any regulatory body (including without limitation any relevant stock exchange) where authorised or required by law.

17. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT**

(a) The Buyer warrants (and the Seller enters this Contract in reliance on this warranty) that on the Contract Date and again at Settlement the Buyer is not required to notify the Treasurer of its intention to acquire the Property and does not require the Treasurer's approval to acquire the Property under FATA or under the current Australian Foreign Investment Policy Guidelines.

(b) If the warranty in Special Condition 17(a) is untrue in any respect, the Buyer indemnifies the Seller against any loss which the Seller pays, suffers, incurs or is liable for as a result of the Seller having relied on the warranty when entering into this Contract. The Seller may terminate the Contract by notice in writing for breach of warranty.

18. **GST**

18.1 **Definitions and interpretation**

(a) Definitions

In this clause:

GST includes:

(i) any additional tax, penalty, fine, interest or other charge relating to GST; and

(ii) an amount an entity is notionally liable to pay as GST or an amount which is treated as GST under the GST Law;

GST Law means the same as "GST law" means in the *A New* Tax *System (Goods and Services Tax) Act 1999* (Cth).

(b) Interpretation

Terms defined in the GST Law have the same meaning in this clause, unless the context otherwise requires.

18.2 **Margin Scheme**

The parties agree that:

(a) The Purchase Price for the Property is inclusive of any GST; and

(b) For the purposes of the GST Act, the supply of the Property is made under the Margin Scheme and the GST payable on the taxable supply of the Property will be calculated by the Seller under Division 75 of the GST Act.

18.3 **GST pass on**

If GST is or will be payable by the supplier or the representative member of the GST group of which the supplier is a member on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply:

(a) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and

(b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.

18.4 **Later adjustment to price or GST**

If the amount of GST on a supply is or should be different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:

(a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice; or

(b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation; and

(c) must issue an adjustment note or tax invoice reflecting any adjustment event in relation to the supply to the recipient within 28 days of the adjustment event except where the recipient is required to issue an adjustment note or tax invoice in relation to the supply.

18.5 **Tax invoices**

The right of the supplier to recover any amount in respect of GST under this document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient except where the recipient is required to issue the tax invoice or adjustment note.

18.6 **Change in the GST Law**

If the GST Law changes after the date of this document to change the amount of GST on a supply that would have applied at the date of this document, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.

18.7 **Withholding**

All payments made under this document are subject to any withholding required by law.

18.8 **Reimbursements and indemnities**

(a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referrable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

(b) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

19. **GENERAL OPERATION OF THIS CONTRACT**

19.1 **Giving effect to this Contract**

Each party must do anything (including without limitation executing any document), and must ensure that its employees and agents do anything (including without limitation executing any document), that any other party may reasonably require to give full effect to this Contract and the transactions which it contemplates.

19.2 **Amendment**

This Contract can only be amended or replaced by another document executed by the parties.

19.3 **Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

19.4 **Operation of indemnities**

(a) Each indemnity in this Contract survives the ending or completion of this Contract.

(b) The Seller may recover a payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

19.5 **Operation of this document**

(a) This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this contract and has no further effect.

(b) Any provision of this Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

19.6 **Rights cumulative**

The rights and remedies provided in this Contract are cumulative and do not exclude any rights or remedies provided by law.

19.7 **No merger**

No provision of this Contract which is capable of continued operation after completion:

(a) merges on or by virtue of completion; or

(b) is in any way modified, discharged or prejudiced by reason of any investigations made or information acquired by or on behalf of the Buyer.

19.8 **Assignment, novation or transfer**

A party must obtain the prior written consent of the other party before it transfers, assigns or novates a right or obligation under this Contract.

19.9 **Counterparts**

This Contract may be executed in counterparts, including for clarity by electronic means, which taken together constitute one instrument. The parties may exchange counterparts by scanning the entire duly executed counterpart and emailing it to the other party.

20. **LEASE**

20.1 **Definitions and interpretation**

(a) Definitions

In this clause :

Lease means the lease of the Property, a copy of which is attached to this Contract as Annexure D.

Lessee means the lessee of the Property under the Lease.

20.2 **Property sold subject to Lease**

(a) The Buyer acknowledges and agrees that the Property is sold subject to the Lease.

(b) The Buyer acknowledges that it inspected the Lease before it entered into this Contract and satisfied itself in respect of all matters related to the Lease.

20.3 **Buyer cannot delay or terminate**

The Buyer cannot make a Claim, raise an objection or requisition, rescind or terminate this Contract or delay completion because:

(a) of anything in the Lease;

(b) of anything in this Contract about the Lease;

(c) the Lease is or may be void, unenforceable or illegal, or because the Lease may be avoided or terminated;

(d) the *Residential Tenancies Act 1987* (WA) applies to the Lease, or the Seller has not done anything which is required, or is or could be advantageous to a lessor and is provided for, under that Act;

(e) before Settlement, any Lessee vacates the premises that it occupies under its Lease:

(i) at the end of its Lease;

(ii) in repudiation of its Lease; or

(iii) due to the lawful termination of its Lease, by the Lessee, or by the Seller.

20.4 **Seller assigns benefit of conditions in Leases**

With effect from completion, the Seller assigns its rights and interests (whether or not they touch and concern the Land) in and under the Lease to the Buyer.

20.5 **Buyer's obligation from completion**

From completion the Buyer:

(a) agrees to be bound by the terms and conditions of each Lease as if the Buyer were named as lessor in the Lease; and

(b) must (and must ensure that its successors in title and assigns) perform all of the Seller's obligations under the Lease, whether or not they touch and concern the Land.

20.6 **Buyer's indemnity**

The Buyer must indemnify the Seller against and must pay the Seller on demand the amount of any Claim, action, damage, liability, cost (including legal costs on a full indemnity basis) or expense arises from or is connected with any breach by the Buyer (or its successors or assigns) of any of its obligations under the Lease or this Contract in respect of the Lease.

20.7 **Fixtures and fittings included and excluded in the sale**

Notwithstanding any other provision of this Contract, all fixtures and fittings on the Land included in the sale do not include the Lessee's loose furniture and personal items, including the equipment owned by the Lessee outside the premises and any other property which is not owned by the Seller.

ANNEXURE B

General Conditions

ANNEXURE C

Strata Disclosure Statement

ANNEXURE D

Lease