


Special Conditions

- 1.1 In the event of any inconsistency between the Special Conditions in this Annexure A and the Standard Commercial Terms, the provisions of this Special Conditions will prevail to the extent of the inconsistency.
- 2. As is where is**
- 2.1 The Purchaser acknowledges that:
- (a) it has inspected the Property prior to the execution of this Contract;
 - (b) it has relied upon its own assessment as to the state of the Property; and
 - (c) the Property is sold in an "as is where is" condition and in its existing state of repair and with all faults and defects and subject to any latent or patent defect, contamination, requisition, infestation and dilapidation and subject to any encroachment or mistake or error in the boundary of the Land.
- 2.2 No express or implied representation or warranty is made or given by the Seller (or anyone on the Seller's behalf):
- (a) as to the state, condition, fitness for any purpose, description and particulars of the Property; and
 - (b) that any use of the Land or the Property is permissible under any town planning scheme.
- 2.3 The Buyer does not rely on any representations, warranties or information provided or statements about the Property made by the Seller, other than as set out in this Contract.
- 2.4 The Buyer has not been induced to enter into this Contract by any representations, warranty or information provided by the Seller, other than as set out in this Contract.
- 2.5 The Buyer has, prior to entering into this Contract, carried out extensive and comprehensive investigations in relation to the Property and has had the opportunity to satisfy itself in relation to it.
- 2.6 Clauses 7.6, 8.1, 8.2, 9.2, 9.3, 20, 21.1, 21.2 of the Standard Commercial Terms are deleted.
- 2.7 To the full extent permitted by law, the Buyer releases the Seller from any duty, obligation or liability to the Buyer in respect of the fitness of use and condition of the Property or any contamination or pollution of or emanating from the Land or any other land, however caused, arising at any time before or after the Contract Date, whether or not it is known to or disclosed by the Seller before or after the Contract Date.


Buyer initials

Seller initials

3. Archbishop Approval

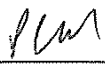
- 3.1 This Contract is subject to and conditional on the Buyer obtaining the approval of the Archbishop of the Roman Catholic Archdiocese of Brisbane to the Buyer's purchase of the Property within 30 days from the Contract Date (**Archbishop Approval Date**).
- 3.2 The Buyer must give notice to the Seller by the Archbishop Approval Date that:
- (a) Special Condition 3.1 is not satisfied and this Contract is terminated;
 - (b) Special condition 3.1 is satisfied; or
 - (c) the benefit of Special Condition 3.1 is waived.
- 3.3 Special Condition 3.1 is for the benefit of the Buyer.
- 3.4 If the Buyer does not give notice under Special Condition 3.2 by 5pm on the Archbishop Approval Date the Seller may by giving written notice to the Buyer terminate this Contract. This is the only remedy available to the Seller for the Buyer's failure to give notice.
- 3.5 The Seller's right to terminate under Special Condition 3.4 is subject to the Buyer's continuing right under Special Condition 3.2.
- 3.6 If this Contract is terminated by either party in accordance with this Special Condition 3, the Deposit paid by the Buyer will be refunded in full to the Buyer.

4. Removal of Covenant No. 720644967 from Title

- 4.1 This Contract is subject and conditional on the registration in Titles Queensland a release of the registered Covenant No. 720644967 (**Release**) within 30 days from the Contract Date (**Registration Date**). The Seller must take all reasonable steps that may be necessary to effect the lodgement and registration of the Release in Titles Queensland.
- 4.2 The Seller must notify the Buyer in writing when the Release has been registered in Titles Queensland.
- 4.3 If the Buyer has not received notice from the Seller on or before 5pm on the Registration Date that the Release has been registered in Titles Queensland, the Buyer may by giving written notice to the Seller to terminate this Contract in which event the Deposit shall be refunded in full to the Buyer and neither the Buyer nor the Seller shall have any further claim against the other arising out of this Contract except in relation to any default existing at termination.
- 4.4 The Buyer may not terminate this Contract under Special Condition 4.3 if the Release has been registered in Titles Queensland before the Buyer gives notice under Special Condition 4.3.

5. Signage rights over the Land

- 5.1 For the purpose of this Special Condition 5:
- (a) **Displays** has the same meaning as in the Licence Agreement;



Buyer initials

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- (b) **JCDecaux** means JCDecaux Australia Trading Pty Ltd ACN 059 604 278;
- (c) **Licence Agreement** means the licence agreement between the Seller and JCDecaux dated 19 December 2019 (copy attached to this Contract);
- (d) **Rights** means JCDecaux's rights to construct, erect and maintain Signs and affix, exhibit and put up Displays on the Land;
- (e) **Signs** has the same meaning as in the Licence Agreement.

- 5.2 The Property is sold subject to the Rights and the Buyer must grant a new signage licence to JCDecaux for the Rights to continue following settlement on the same terms and conditions as the Licence Agreement (excluding any provisions which are specific to the Seller entity). As at the Contract Date, the licence fee payable by JCDecaux for the Rights is \$2,858.79 (GST exclusive) per year.
- 5.3 The Buyer must promptly and diligently at its own cost use all reasonable endeavours to give full effect to Special Condition 5.2.
- 5.4 The Buyer must provide the Seller with a copy of the new signage licence granted under Special Condition 5.2 executed by the Buyer and JCDecaux on or before settlement.
- 5.5 Upon settlement, the Rights under the Licence Agreement will be terminated and the Seller will be fully released from all obligations and liabilities under the Licence Agreement so far as relates to the Rights and the Land.
- 5.6 Special Condition 5 is inserted for the sole benefit of the Seller. The Seller may at any time waive Special Condition 5 by giving written notice to the Buyer in which event:
 - (a) the Buyer will not be required to grant a new signage licence to JCDecaux under Special Condition 5.2;
 - (b) the Buyer shall not be entitled to terminate this Contract and shall not make any objection, requisition or claim for compensation in respect thereof; and
 - (c) the Property will not be subject to the Licence Agreement and vacant possession pursuant to Standard Commercial Terms 4.1(a) will be provided.

6. Confidentiality

- 6.1 The Buyer must keep confidential and not disclose to a third party (except the Buyer's financier and professional advisors) the existence, subject matter and terms of this Contract and all information relating to them without the prior written consent of the Seller except to the extent that is required to be disclosed by law, or under compulsion of law by a court or government agency as long as the Buyer:
 - (a) discloses the minimum amount of information of this Contract required to satisfy the law or rules; and
 - (b) before disclosing any information, gives a reasonable amount of notice to the Seller.


Buyer initials

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6.2 If the Buyer discloses any aspects of this Contract to a third party as permitted under Special Condition 6.1 (including the Buyer's financier and professional advisors), the Buyer must take all reasonable endeavours to ensure that such information is kept confidential by the person to whom it is disclosed and is only used for the purpose of performing that party's obligations under this Contract.

7. Asbestos Register

7.1 The Buyer acknowledges that prior to entering into the Contract the Buyer was provided with a copy of the asbestos register for the Property a copy of which is contained in Annexure B.

7.2 The Buyer further acknowledges that it has had an opportunity to inspect the Property and has satisfied itself about the existence of any asbestos, whether it is obliged to obtain any asbestos reports, maintain an asbestos register, or otherwise comply with any relevant legislation.

7.3 The Buyer cannot make any claim, raise an objection or requisition, rescind this Contract or delay settlement as a result of the presence on the Property of asbestos or asbestos related materials.


8. Settlement Date

8.1 The Settlement Date will be 14 days after the later of:

- (a) satisfaction or waiver of Special Condition 3; or
- (b) satisfaction or waiver of Special Condition 4.

9. Facsimile / Email

9.1 It is acknowledged and agreed by the parties that this Contract may be entered into by and become binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy or facsimile or scanned email copy of that Contract) and transmitting a facsimile or scanned email copy of that Contract to the other party or to the other party's agent or solicitor. The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions (Queensland) Act 2001* (Qld) in relation to the execution of this Contract.



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