

Buyer's representatives are absent will be accepted by the Buyer without question.

6. The muster and the count of the cattle shall be conducted by the parties under the supervision of the agent Hourn & Bishop Qld (Agent), and the number of cattle and type of cattle shall be provided to the Agent by the parties. The Agent shall advise the parties as to the final stock numbers and type and the price adjustment calculated by the Agent based on the details provided by the Agent.
7. In the muster and count the Buyer may reject all blind, lame and diseased livestock, but all calves on foot will be given in.
8. In the event that the parties are unable to effect or complete the muster prior to the Completion Date due to circumstances beyond their control (such as adverse weather) the parties agree that:-
 - (a) completion will be effected based on the Purchase Price;
 - (b) in order to secure payment to the Seller in the event that the count increases the price for the cattle, the Buyer shall pay into the Agent's trust account at Completion the sum of \$10,000.00 to cover the Buyer's additional payment once the price adjustment is determined pursuant to clause 6. The amount due to the Seller shall be paid out of the funds retained and any unused balance shall be released to the Buyer. In the event that the amount retained is insufficient to cover the amount due to the Seller, the Buyer shall pay the balance to the Seller within five (5) business days of the finalisation of the count;
 - (c) in order to secure the payment to the Buyer, in the event the count decreases the price for the cattle, the Buyer shall be authorised to retain from the purchase price for the cattle and to pay into the Agent's trust account at completion the sum of \$10,000.00 to cover the Seller's payment once the price adjustment is determined pursuant to clause 6. The amount due to the Buyer shall be paid out of the funds retained and any unused balance shall be released to the Seller. In the event

that the amount retained is insufficient to cover the amount due to the Buyer, the Seller shall pay the balance due to the Buyer within five (5) business days of the finalisation of the count.

9. If any livestock are delivered to the Buyer as they are mustered and counted and before the date of completion:-
 - (a) the Buyer will give the Seller a receipt for the livestock;
 - (b) the Seller will cease to be responsible for them; and
 - (c) the Buyer will hold the livestock as agent and in trust for the Seller until all amounts payable under this Agreement have been paid by the Buyer.
10. The Seller will bear all the costs of the muster and count, except those of the Buyer's representatives.
11. If any dispute arises as to the muster and count or the condition and quality of the livestock included in the sale it will be referred to the Agent whose decision will be final.
12. In exchange for delivery, the Buyer shall pay the Purchase Price to the Seller at Rockhampton or to whomsoever the Seller shall in writing direct the PROVIDED THAT where a goods and services tax or similar value added tax ("GST") is imposed on any supply made by the Seller to the Buyer, then as and from the date upon which GST becomes payable in respect of such supply:-
 - (a) the Seller may charge the GST and recover from the Buyer the amount of any GST that is levied on such supply;
 - (b) the Buyer must pay the GST in addition to the amounts payable for such supply at the same time and in the same manner as the Buyer is obliged to pay them;
 - (c) within two days prior to the due date for payment, the Seller will issue to the Buyer a tax invoice enabling the Buyer to claim any applicable input tax credit in respect of the amount of GST charged to the Buyer.

13. Title and risk in the livestock shall be deemed to pass from the Seller to the Buyer as and from the completion date. Title must be unencumbered.
14. Title for the plant and equipment shall be deemed to pass from the Seller to the Buyer as and from the completion date. Title must pass unencumbered. The plant and equipment will be at the Buyer's risk from the date of this Agreement.
15. The livestock is sold in an as is condition, subject to the Buyer's right to reject any stock pursuant to clause 7. The plant and equipment is sold in an as is condition and with all faults or defects (if any) whether apparent or not.
16. The Seller and the Buyer shall bear and pay their respective costs of the preparation of this Agreement and the Buyer shall pay all stamp duty assessed on this Agreement.
17. Time is in all cases and in every respect of the essence of this Agreement.
18. The terms of this Agreement are governed by the laws of Queensland and the parties submit to the jurisdiction of the Courts of that State.

THE SCHEDULE

Livestock

58 x cows/58 calves

4 x No 7 heifers

7 x No 8 heifers

2 x bulls

Plant and Equipment

- 40 x 40 black rhs -10 lengths

- 10 x 50 black rhs-17 lengths
- 50 gallon pipe – 35 lengths
- 50 x 6m flat – 4 lengths
- 50 x 50 gal rhs – 5 lengths
- 115 x 42 – 2.5 gal cattle rail – 19 lengths
- 75 x 75 gal rhs – 2 lengths
- 12 coils of 1.5” poly pipe x 300m
- Grain auger and motor
- Combine
- One way plough
- Offset 36 plate
- Heston hay stacker and hay lifter
- 3 tyne ripper
- 9 portable panel gates
- 2 portable panel double gates
- 32 portable panels 40 x 40
- 31 round bales
- Ramdrill hydraulic post hole digger

Land

Lot 8 on SP 177779 Title Reference 50529263

Lot A on CP AP19935 Title Reference 40059077

SIGNED as an Agreement.

SIGNED SEALED AND DELIVERED by)
JAMIE EDWARD SAINSBURY and)
CAROLYN LOUISE SAINSBURY)
in the presence of:-)

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Witness

SIGNED SEALED AND DELIVERED by

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in the presence of:-

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Witness

