

ANNEXURE "A"

This is Annexure "A" to Contract of Sale dated day of 2020.

BUYER:

SELLERS: Alan Raymond Brown and Julie May Brown

PROPERTY: "Tullamore Springs" 99 Booie Road, Glan Devon and "Tullamore Springs" 99 Booie Road, Glan Devon (herein called the Property)

SPECIAL CONDITIONS

1. Title

The Land is sold subject to:

- a) all covenants and conditions contained in or endorsed on the freehold land register kept under the *Land Title Act 199*
- b) the provisions of the *Land Title Act 1994* and any other acts affecting the Land.

2. Requisitions on title

The Purchaser is not entitled to deliver to the Vendor requisitions or enquiries on or to the Vendor's title to the Property.

3. Annexure B - Improvements, Fixtures And Chattels

The Buyer agrees that the list of the improvements, fixtures and chattels list in the attached Annexure B is a comprehensive list of all the improvements, fixtures and chattels that are included in the sale of the Property and that, unless stated otherwise in writing between the parties, there are no other items of improvements, fixtures and chattels included.

4. Boundary Fences

- a) The Sellers shall not be liable for any claims or charges made subsequent to the date hereof by any adjoining owners or other person or persons whether under the provisions of the "*Neighbourhood Disputes (Dividing Fences and Trees) Act (Qld) 2011*" or otherwise for the erection substitution and/or maintenance of fences purporting to be boundary or dividing fences of the Property hereby sold or dividing fences between or on any parcels comprised therein or between any adjoining land and the said Property or any parcels comprised therein.
- b) The Sellers do not guarantee the correctness of the boundaries or area of the land described in the Items Schedule and the same shall be taken as now occupied and no objection or requisition shall be made in respect of any alleged incorrectness in such boundaries or area.
- c) No compensation shall be made or allowed if the existing boundary fences on the said land do not agree with the boundary lines given in the instruments of title thereof nor

because of any the boundary fences being "give and take" fences nor by reason of any part of the said land being unfenced and no objection or requisition shall be made in respect thereof.

5. Noxious Weeds

- a) No objection or requisition shall be made by the Buyer by reason of noxious weeds now or hereafter growing on the Property or by reason of any notice served or hereafter growing on the said land or by reason of any notice served on the Sellers or on the registered proprietors of the Property requesting the said noxious weeds to be cleared or destroyed and the Buyer shall accept possession subject to the same and shall accept any obligation to clear and destroy any such noxious weeds and carry out and perform any such clearing at destruction at their own cost and expense and satisfy any requisitions of any Local Authority relating thereto and shall indemnify and keep the Seller indemnified from and against all liabilities and proceedings in relation to such noxious weeds and any notices received in respect thereof.
- b) The Sellers grant the Buyer, upon the Buyer giving the Sellers two (2) business days' notice, permission to enter upon the Property if the proper management of the property shall require, prior to settlement, the clearing or destroying any such noxious weeds, such clearing and destruction to be undertaken with all due care by and at the risk and expense of the Buyer.

6. No Warranty

- a) No warranty of the state and condition and carrying capacity of the Property sold or of any of the improvements thereon or of the capacity extent depth length or flow of any tank dams wells or bores on the Land is given or shall be implied against the Sellers.
- b) The Sellers are not selling pursuant to any pamphlets plans or particulars which may have been exhibited submitting or advertised and no error misstatement or of the description of the Property or of any part or parts thereof in any such pamphlets plans particulars or advertisements shall annul the sale nor shall any compensation be allowed in respect thereof.

7. Buyer's Inspection

The Buyer warrant to the Sellers that in purchasing the Property the Buyer has relied on their own inspection, knowledge and enquiries and not on any brochure or advertisement for the Property or on any representations made by or on behalf of the Sellers.

8. Seller's Warranties

The Seller warrants as follows:

- a) There are not and will not be at the Date of Settlement any agreements for the agistment of stock in or upon the Property or any other agreements (including water agreements) affecting the Property nor will there be any lien or charge affecting any crops thereon;
- b) That all requisitions received by the Seller from any authority in relation to the Property or the business conducted thereon have been complied with;

- c) That the Seller have not received any notice from any Shire Council or other Authority requiring the destruction of noxious weeds on the Property which has not been complied with;
- d) That the Seller have not received any notices requiring work to be done on the Property in pursuance of the *Workers' Accommodation Act* or any other similar Act or Regulation;
- e) That the Seller have not received any notice of resumption affecting the Property or any part thereof;
- f) That there is no money owing for advances made for drought relief under the *Drought Relief to Primary Producers Act 1940-1961* or under any other Act or Acts which would or could be a charge on the Property or on the produce therefrom;
- g) That there are no requisitions from any Authority for the building of, or repair to, any contour banks on the Property;
- h) That the Seller have not fed cotton trash on the Property;
- i) That the Seller have not used any banned chemical substances on the Property;
- j) That the assets and chattels included in this Contract is the property of the Sellers and the Sellers hereby agrees that the assets and chattels included in this Contract is their own and is (or will be) free from Mortgage, Bill of Sale, Hire Purchase Agreement, Lien, Charge or encumbrance whatsoever on the Date of Settlement;
- k) Unless otherwise stated by the Sellers, all engines, pumps and plant included in this sale will be in going order and condition on the date for completion and the Buyer shall be entitled to, upon the Buyer giving the Sellers two (2) business days' notice, start and test run all such engines, pumps and plant prior to the date for completion to satisfy themselves that they are in going order and condition;
- l) The Seller have not received notice of any claim under the *Neighbourhood Disputes (Dividing Fences and Trees) Act (Qld) 2011* which has not been resolved;
- m) That the Seller are not aware of any Electricity (or similar) Guarantee that attaches to or affects the Property;
- n) The Seller have not received any notice, correspondence or entered any agreement with any mining company in respect to the Property;
- o) That the organochlorine residue status of the Property is "clear";
- p) That all rates and taxes in relation to the Property and issued by the relevant authority, with the exception for periods of assessments where the assessment notices are yet to be issued, have been paid or will be paid at Settlement;
- q) That the Property is not, as at the Date of the Contract, affected by any assessment of Aboriginal cultural heritage and does not contain any areas of significance which would require the Land or any part thereof to be recorded on the Cultural Heritage Database or Register.

9. No Requisitions or Objections

No requisition or objection will be made, or compensation allowed by reason of any fact or circumstance affecting the Property including if

- a) there is any road or reservation of a road traversing the Property;
- b) there is any gate erected across a road traversing the Property;
- c) the Sellers do not hold any permit or authority to enclose any road within the boundaries of the Land or to carry rabbit proof or other fencing across any road dividing or adjoining the Land;
- d) there exists any primary industries levies and charges imposed by any legislation;
- e) any part of the Property is identified on the regulated vegetation management map or vegetation management supporting map and/or property map of assessable vegetation under the *Vegetation Management Act 1999 (Qld)* or is protected under the *Vegetation Management Act 1999 (Qld)* or is subject to any notice or order under that Act;
- f) whether any part of the Property is a wild river area under the *Regional Planning Interests Act 2014 (Qld)*;
- g) there may be any order issued concerning the Land pursuant to the *Land Protection (Pest and Stock Route Management) Act 2002 (Qld)*;
- h) there may be a proposal for realignment widening or siting of a road by any competent authority found to exist at the date of this Contract affecting the Land;
- i) there may be any transmission line whether for electricity or telephone purposes and whether above or below ground level traversing the Land or any easement created or the want of any easement;
- j) any pipeline, lease, licence, authority or application under the *Mineral Resources Act 1989*, *Petroleum Act 1923* or the *Petroleum and Gas (Production and Safety) Act 2004* affects the Land;
- k) the Sellers do not hold bore or water licences relating to the Property;
- l) the use of the Property is unlawful under any town planning scheme or any improvements on the Land have not been approved or do not comply with any approval issued by a competent authority;
- m) the access to the Land is other than by way of an adjoining road dedicated for public use as a road or by way of registered easement to a road dedicated for public use.
- n) the Land or any part of it is dedicated as a protected area or is affected by a conservation agreement or conservation plan under the *Nature Conservation Act*;
- o) the property is entered on the Heritage Register or the subject of a stop order, restoration order, non-development order or is a declared protected area or restricted zone under the *Queensland Heritage Act*;

- p) there exists any claim over the Land or any part of it under the *Aboriginal Land Act 1991*, *Native Title Act 1993 (Cth)* or *Native Title Act 1993 (Qld)* or at common law;
- q) there exists any aboriginal cultural heritage on the Land and whether the *Aboriginal Culture Heritage Act 2003* applies in respect of the Land; or
- r) the Property is included in the World Heritage List compiled under the Convention for the Protection of the Worlds Cultural and National Heritage.

10. Goods and Services Tax (GST)

- a) The Sellers warrants that a farming business has been carried out on the Property for at least five (5) years immediately preceding the signing of this Contract and will continue to be carried out on the Property up to and including the Date of Settlement of this Contract.
- b) The Buyer warrant that they intend to continue to conduct a farming business be carried on the Property after settlement.
- c) The parties agree that the sale of the Property is GST free
- d) Notwithstanding the warranties contained in this clause, if the Commissioner of Taxation assesses the Sellers that GST is payable on the sale price, then within fourteen (14) days of delivery to the Buyer of a copy of the relevant notice of assessment or other satisfactory evidence of the making of the assessment and a GST compliant tax invoice, the Buyer shall pay to the Sellers the amount assessed to the Sellers, failing which the Sellers shall be entitled to recover the amount so assessed by way of liquidated debt and/or damages.
- e) For the purposes of this clause, the definition of a "farming business" is the same as the definition contained in the legislation *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").
- f) The Buyer shall at the Date of Settlement pay GST on the supply of any chattels hereby sold (described in the Reference Schedule of this Contract) provided the Sellers delivers to the Buyer a GST compliant Tax Invoice in respect of such supply.
- g) The Buyer's liability to pay GST under the clause 6 does not merge on Completion of this Contract.

11. Soil Conservation Act

The Buyer acknowledge and accepts title subject to and agrees to be bound by any notice given pursuant to the provisions of the *Soil Conservation Act* affecting the Property.

12. Apportionment

Both the Sellers and Buyer agree that the purchase price shall be apportioned between the items included in the sale in the manner agreed to between the Accountants acting on behalf of the Sellers and the Buyer and failing agreement each party shall be entitled to submit their own apportionment for taxation purposes.

13. Depasture of Livestock

The Sellers shall have the right to continue to run on the said Property all those livestock depasturing thereon at the date of inspection of the Property by the Buyer with the progeny thereof until the Date of Settlement but shall not, without the consent in writing of the Buyer, depasture any other livestock thereon and shall remove all their livestock from and off the Property on or before the Date of Settlement.

14. Grass & Herbage

Loss of grass or herbage by fire or other cause, without negligence on the part of the Sellers, after the date of this Contract shall not entitle the Buyer to terminate this Contract nor to any compensation from the Sellers in respect of such loss.

15. Conduct of Business

- a) The Sellers may continue the present business on the Property until the Date of Settlement.
- b) The business shall be carried on by them in a good and husbandlike manner and in accordance with approved methods of farming and grazing.
- c) Notwithstanding anything herein to the contrary, the Sellers may use or consume any part of the Property for grazing purposes provided that the Sellers do not cut, bail, remove or otherwise interfere with the grasses growing on the Property.
- d) Until the Date of Settlement, the Sellers must maintain the Property in the same condition as at the date of this Contract (fair wear and tear, normal use, natural causes and damage by fire, storm, tempest or other act of God excepted).

16. Chemical Use

The Buyer acknowledge that the Property:

- a) Has located upon it certain improvements including livestock yards, ancillary items including sheds and other appurtenances used in the management and control of livestock and pasture. The Sellers disclose that the Sellers and their predecessors in title have, inter alia, used and stored chemicals in or about the cartilage of the improvements and have applied chemicals and other substances to livestock that have been depastured on, inter alia, the Property.
- b) Has applied to it various soil additives, chemicals and other forms of pasture improvements, and/or growth retardants.
- c) Has carried livestock of various nature which have been treated with chemicals in the ordinary course of husbandry having regard to products that were available from time to time and the level of knowledge applicable at the various times.
- d) The Buyer shall not raise any requisitions, claims for compensation or objections in relation to any matter or thing arising from such use or storage and the Buyer further acknowledge that prior to entering into this Contract, the Buyer have made enquiries as the Buyer may wish to make in respect of the Property including enquiries of the Sellers and the Buyer has fully satisfied themselves in relation to all aspects of the Property and its use.

17. Fuel Tanks

The Sellers gives no warranty as to the ownership of any fuel tanks on the Property (if any) and does not purport to assign any title in the same to the Buyer. The Sellers shall not nor shall they be obliged to remove the same from the Property on the date of delivery.

18. Permission to Release Land Information

In the event that the Buyer wish to obtain a search from the Animal and Plant Health Service, Departments of Primary Industries for any or all of the following with regards the Land Status and Restrictions Applicable to the Property hereby sold, then the Sellers hereby authorises the Principal Inspector, Animal and Plant Health Services, Department of Primary Industries, Queensland, to release the Land information to the Buyer and/or the Buyer Solicitor promptly upon receipt of a request by the Buyer or the Buyer's Solicitor to do so and payment of the required fee:

- a) The National; Organochlorine Management (NORM) Program;
- b) The National Antimicrobial Minimisation (NARM) Program;
- c) Other chemical residue or targeted testing list (TTL) chemical residue testing;
- d) Quarantines, directions, undertakings etc on the Land for diseases of stock under the *Stock Act 1915*;
- e) Land status and area/zone status with respect to tick control under the *Stock Act 1915*;
- f) Quarantines, directions etc. on the Land under the *Exotic Diseases in Animals Act 1981*;
- g) Quarantines, directions etc. on the Land under the *Apiaries Act 1982*;
- h) Quarantines, directions etc. on the Land under the *Plant Protection Act 1989*.

17 Property Reserved from Sale

The Parties agree that the following items are reserved from the sale:

- a) The private and personal chattels of the Sellers, Employees of the Sellers and their respective families;
- b) The chattels (if any) other than those referred to in the list of "Included Chattels" and listed on "Annexure B".
- c) All livestock'
- d) All hides and skins;
- e) All brands and earmarks used about the property;
- f) All stores, fuel and other materials on the land or during transit thereto or therefrom;
- g) All items of plant, furniture, motor vehicles, machinery and other chattels other than those referred to in the list of "Included Chattels" as being included in the sale.

18 Electronic Transmission

- a) The Parties acknowledge that they have, prior to entering into this Contract, agreed to the transmission of the Contract by email or facsimile in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- b) This Contract is validly executed if executed in one or more counterparts. Exchange of counterparts (to constitute creation of this Contract) may be validly effected by electronic means and in that case exchange will occur when each party or its solicitors has received by electronic means a counterpart executed by the other party. In such case, the parties agree to execute original copies of the Contract as soon as reasonably possible if either Party so requires.

19 Seller To Remain in Possession Following Settlement

- a) The Buyer agree to allow the Sellers to stay in possession of part of the Property for a period of 21 days following the Date Of Settlement, rent free, for the following purpose:
 - i. The grazing of a maximum of 8 horses in the area of the Property normally used for grazing and use of the stables, arena and yards;
 - ii. The use of the shed for the purposes of storing hay.
- b) The Parties agree that the Sellers retain possession after the Date Of Settlement under a mere licence only and that the arrangement under this clause does not constitute a Tenant/Landlord relationship between the Sellers and the Buyer and that the *Residential Tenancies Act* does not apply.
- c) The Sellers agree that they retain possession of the Property at their own risk and that they will forever release and indemnify the Buyer for any loss incurred by the Buyer/s which is attributable to the Sellers having possession of the Property after the Date Of Settlement.
- d) The Sellers agree to indemnify, and keep indemnified, the Buyer for any loss that the Buyer incur due to any injury to any person caused because of the Sellers retaining possession of the Property after the Date Of Settlement.
- e) The Sellers acknowledge and agree that they will not alter or amend any of the fixtures and fittings of the Property while they are in possession of the Property and the Sellers agree to make all repairs to any damage resulting from the Seller's occupation of the Property.

20 Water License

- a) The Sellers warrant that they are the holder of Water Licence No. 558551 recorded on the title of the Property.
- b) This sale includes any Water Licence recorded on the title of the Property and the Parties must respectively do and sign all things and documents reasonably required to transfer the Water Licence to the Buyer at the Date Of Settlement. The Buyer agrees to accept and take over from the Sellers all of the Sellers' rights, duties and obligations under the said licence held by the Sellers under the provisions of the Water Act 2000 in respect of the property and including the obligation of the Sellers to pay any licence fees

or water rates required to be paid in respect of the issue use or retention of such licence. The Sellers will do nothing to prevent the transfer of the licence to the Buyer but the Buyer acknowledge that it is the Buyers responsibility to have such licence issued to them.

- c) Should this condition not be satisfied at the Date Of Settlement, the Buyer may, by giving written notice to the Sellers, elect to terminate this Contract at which time this Contract will be at an end and all deposit monies shall be refunded to the Buyer without deduction.

Buyer

Sellers

Witness

Witness