

ANNEXURE "A"

Special Conditions – Lot 808 Albany Highway, Maddington

The following special conditions ("Special Conditions") form part of the Contract for Sale of Land or Strata Title by Offer and Acceptance as attached (together "this Contract"). In the event of any inconsistency between these Special Conditions and the 2022 General Conditions, these Special Conditions shall prevail.

Where a word or phrase begins with a capital letter and is not separately defined in these Special Conditions, that word or phrase is to be given the meaning (if any) given to it in the 2022 General Conditions.

1. This Contract is conditional upon:
 - (a) the Seller completing the subdivision of the land pursuant to the approval application 163543 as granted by the Western Australian Planning Commission ("WAPC") on 22 December 2023 ("Subdivision Approval"); and
 - (b) the subdivision plan being in order for dealing within 24 months of the date of this Contract (or any later date agreed in writing by the Buyer and the Seller prior to the expiry of the Subdivision Approval) ("Latest Date").
2. At any time up to 4.00 pm (Western Australian time) on the Latest Date the Seller may, by notice in writing to the Buyer, terminate this Contract if the Seller is unable or unwilling to comply with a condition of the Subdivision Approval for any reason.
3. If the Seller gives notice to the Buyer in accordance with Special Condition 2, then the Seller shall cause the Deposit to be returned to the Buyer and, upon repayment, this Contract shall come to an end and neither party shall have any right or claim against the other under this Contract, at common law or in equity or pursuant to any state or federal statute or otherwise.
4. The Buyer acknowledges and agrees that the Buyer has purchased the Property in reliance solely upon the Buyer's own examination, inspection, enquiry, perusal, opinion and advice received and not upon any or any alleged statement, warranty, condition, representation or misrepresentation whatsoever made or alleged to have been made to the Buyer by the Seller or any servant or agent of the Seller.
5. Special Condition 4 shall apply notwithstanding the contents of any brochure, document, letter or publication made, prepared or published by the Seller or by any other person acting with the authority of the Seller including, but not limited to, any sales brochure for

the Maddington development produced by the Seller for illustrative purposes only and the Seller and its servants and agents disclaim all liability to the fullest extent permitted by law, including any liability in negligence or misrepresentation.

6. The Buyer acknowledges and agrees that the Buyer's Certificate of Title to the Property may be encumbered by any easement, encroachment, restriction, covenant, notification, memorial or other encumbrance which may exist at the date of this Contract or which may be created or imposed before or after Settlement in accordance with any requirement of the Seller, the WAPC or any other Authority and in particular:
 - (a) a notification has been or will be registered against the Certificate of Title:
 - (i) (with the exception of Lots 211, 225-227 and 232-235) warning that the Property is situated in the vicinity of a transport corridor, is currently affected or may in the future be affected by transport noise and that additional planning and building requirements may apply to any building constructed on the Property to achieve an acceptable level of noise reduction; and
 - (ii) (with respect to those lots with a Bushfire Attack Level rating of 12.5 or above) warning that such lots are located in a bushfire prone area, may be subject to a Bushfire Management Plan and that additional planning and building requirements may apply to any building constructed on such lots;
 - (b) a restrictive covenant has or will be registered against the Certificate of Title:
 - (i) prohibiting any vehicular access to and from Albany Highway from the Property; and
 - (ii) prohibiting the construction of habitable buildings within areas identified as BAL-40 or BAL-Flame Zone; and
 - (c) a restrictive covenant has or will be registered against the Certificate of Title prohibiting further subdivision of the Property for 5 years from the date of the issue of the Certificate of Title.
7. The Buyer acknowledges and agrees that the Property is subject to the provisions of the Local Development Plan (a copy of which has been provided to the Buyer by the Seller's agent) and the Buyer acknowledges and agrees that the Buyer has carefully read the local government's requirements for site planning and design, setbacks and fencing.
8. The Buyer shall have no entitlement to compensation or to make any objection or requisition regarding any matter specified or referred to in Special Conditions 6 and 7 whether under this Contract, at common law or in equity or pursuant to any state or federal statute or otherwise.
9. If the Buyer is a person or corporation who or that is compulsorily required under the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) to give a prescribed note

Buyer Signature

Buyer Signature

to the Treasurer stating the Buyer's intention to enter into an agreement to purchase the Property, then this Contract is subject (as a condition subsequent) to and except for the Seller's rights in accordance with Special Condition 11 shall not be binding upon the parties until the approval of the Foreign Investment Review Board ("FIRB") to the purchase of the Property is obtained or deemed to be obtained.

10. If Special Condition 9 applies the Buyer shall:
- (a) make an application for approval to purchase the Property to the FIRB so that the sale and purchase of the Property can be completed on the Settlement Date; and
 - (b) provide the Seller with a copy of the written decision of the FIRB within 2 days of receiving such decision.

11. If:
- (a) the Buyer's application is rejected by the FIRB or the Buyer fails to make an application to the FIRB in accordance with Special Condition 10(a); and
 - (b) the Buyer fails to provide the Seller with a copy of the written decision of the FIRB in accordance with Special Condition 10(b),

then the Seller shall be entitled to retain the Deposit upon this Contract coming to an end.

12. The Buyer shall not prior to Settlement:
- (a) register a caveat against the parent lot of which the Property forms part;
 - (b) assign or transfer its interest in this Contract or the Property; or
 - (c) assign or transfer any right under this Contract,

without first obtaining the written approval of the Seller.

13. For the purpose of this Contract, Conditions 2 and 13 of the 2022 General Conditions shall be excluded and shall not apply to this Contract.

14. Except to the extent that a Special Condition may have been fully performed at the date of Settlement, these Special Conditions shall continue in full force and effect notwithstanding completion of the sale and purchase of the Property in accordance with the 2022 General Conditions and these Special Conditions.

Buyer Signature

Buyer Signature