

Put and Call Option Deed

Woodhaven Investments Pty Limited ACN 090 878 630
Landowner

Hill & Rummery
Lawyers
2nd Floor
Bright Consulting Building
161 London Circuit
CANBERRA ACT 2601
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Put and Call Option Deed

Background

- A. The Landowner is the registered proprietor of the Property.
- B. The Landowner has agreed to grant to the Option Holder or its nominee an option to purchase the Property subject to this deed.
- C. The Option Holder has agreed to make an offer to the Landowner for the Landowner to require the Option Holder to purchase the Property subject to this deed.
- D. The Guarantor has agreed to guarantee the obligations of the Acquiring Party.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears:

Acquiring Party means the party who lawfully exercises the Call Option (being the Option Holder or the Nominee) or if the Put Option is exercised, the Option Holder.

Act means the *Civil Law (Sale of Residential Property) Act 2003 (ACT)*.

Authorised Officer means:

- (a) in respect of a party that is a natural person, that party or its attorney or solicitor; and
- (b) in respect of any other party, any director, secretary, partner (in the case of a partnership), general manager, manager, attorney or solicitor of that party.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Canberra.

Call Option means the option referred to in clause 2.

Call Option Exercise Period means the period starting no earlier than 60 days from the date of this deed and ending at 4.00pm on the date which is 3 Business Days after the Option Holder's Solicitors are advised that the Landowner has requested a Crown lease to issue in respect of the Property.

Contract means the contract for the sale of the Property which is Exhibit 1.

Deposit means the amount set out in Item 3 of Schedule 1, being 10% of the Price.

GST has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Guarantor means the party described in Item 8 of Schedule 1 and includes, where the context permits, the New Guarantor.

Item means an item in Schedule 1.

Landowner means the party described in Item 4 of Schedule 1.

Landowner's Solicitor means the party described in Item 5 of Schedule 1 or as notified by the Landowner to the Option Holder from time to time.

New Guarantor mean the directors of the Nominee (if any).

Nominee means the person the Option Holder nominates in accordance with this deed to exercise the option to purchase the Property.

Nominee and Call Option Exercise Notice means the notice which is Attachment 3.

Notice of Exercise of Call Option means the notice substantially in the form of Attachment 1. **Notice of**

Exercise of Put Option means the notice substantially in the form of Attachment 2. **Option** means either the Put Option or the Call Option, as the case may be.

Option Holder means the party described in Item 6 of Schedule 1.

Option Holder's Solicitors means the party described in Item 7 of Schedule 1 or another firm of solicitors or conveyancers the Option Holder notifies to the Landowner.

Price means the amount set out in Item 3 of Schedule 1 and is the purchase price payable under the Contract.

Property means the property described in Item 2 of Schedule 1.

Put Option Commencement Date means the earliest date by which the Put Option can be exercised pursuant to clause 4.3.

Put Option Exercise Period means the period commencing on the next Business Day after the expiry of the Call Option Period and ending at 4.00 pm on the date which is 10 Business Days after that date.

Put Option means the option referred to in clause 4.

Security Sum means the amount of 10% of the Purchase Price.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (k) **includes** in any form is not a word of limitation; and
- (l) a reference to \$ or dollar is to Australian currency.

2. Grant of Call Option

2.1 Call Option

The Landowner hereby grants to the Option Holder an irrevocable option to purchase the Property for the Price and otherwise on the terms and conditions contained in the Contract and this deed.

2.2 Irrevocable offer

The Call Option is to be read and construed as an irrevocable offer rather than a conditional contract.

3. Exercise of Call Option

- (a) The Call Option may only be exercised during the Call Option Exercise Period by the Option Holder delivering to the Landowner's Solicitor the following:
 - (i) if the Option Holder nominates a Nominee, the Nominee and Call Option Exercise Notice executed by the Option Holder, the Guarantor (if applicable) and the Nominee and the New Guarantor (if applicable); or
 - (ii) a Notice of Exercise of Call Option, executed by the Option Holder and the Guarantor (if applicable); and
 - (iii) a contract in the form of the Contract, duly completed in accordance with the terms of this deed and executed by the Acquiring Party as buyer and the Guarantor (if applicable).
- (b) The Call Option will be deemed to be accepted and exercised at the time the Notice of Exercise of Call Option is received by the Landowner.
- (c) If the Call Option is exercised under this clause 3, the Option Holder permits the Landowner to insert the details in Schedule 1 into the schedule of the Contract and any other details necessary to complete the Contract.

4. Put Option

4.1 Grant of Put Option

In consideration of the Call Option the Option Holder grants to the Landowner the irrevocable right to require the Option Holder to purchase the Property for the Price on the terms and conditions contained in the Contract and this deed (**Put Option**), subject to the provisions of clause 5.

4.2 Irrevocable offer

The Put Option is to be read and construed as an irrevocable offer rather than a conditional contract.

4.3 Pre-conditions for exercise of Put Option

The Put Option may only be exercised by the Landowner giving an executed Notice of Exercise of Put Option and an executed formal contract, in the form of the Contract, at any time during the Put Option Exercise Period to the Option Holder's Solicitors.

4.4 Obligations of Option Holder

- (a) Upon the Put Option being exercised by the Landowner, the Option Holder must deliver to the Landowner within 5 Business Days a formal contract in the form of the Contract, duly completed in accordance with the terms of this deed and executed by the Option Holder as buyer and the Guarantor (if applicable).
- (b) If the Put Option is exercised under this clause 4, the Option Holder permits the Landowner to insert the details in Schedule 1 into the schedule of the Contract and any other details necessary to complete the Contract.

5. Security Sum

- (a) The Option Holder must pay to the Landowner 50% of the Security Sum on the date of this deed.
- (b) Subject to clause 5(f), the Security Sum is released to the Landowner and becomes the Landowner's property absolutely.
- (c) If the Security Sum is paid by cheque and that cheque is not honoured on first presentation, the Landowner may terminate this deed immediately by notice to the Option Holder.
- (d) If the Option Holder defaults under this clause 5, the unpaid balance of the Security Sum is a debt due and payable to the Landowner.
- (e) If an Option is exercised in accordance with clause 3 or 4 then the Option Holder acknowledges and agrees that the Security Sum is deemed to be the Deposit payable under the Contract.
- (f) If the deed is lawfully terminated for the default of the Landowner, the Landowner must within 5 Business Days of the date of receipt of the notice of termination, pay the 50% of the Security Sum to the Option Holder.

6. Failure to exercise Option

- (a) If the Call Option is not exercised in accordance with clause 3 the Call Option will lapse.

- (b) If the Put Option is not exercised in accordance with clause 4, the Put Option will lapse.
- (c) If either clause 6(a) or 6(b) apply then:
 - (i) the Option Holder will promptly return to the Landowner any material which the Landowner has provided to the Option Holder in relation to the Property; and
 - (ii) the Landowner will be entitled to keep the 50% of the Security Sum (being the amount paid under clause 5(a)).

7. Agreement coming into effect

7.1 Binding agreement - Call Option

- (a) Upon and from the date of the exercise of the Call Option by the Acquiring Party, the Landowner, the Guarantor (if applicable) and the Acquiring Party will be deemed to have entered into and executed a contract in the form of the Contract. The non-execution of a formal contract by a party does not affect the provisions of this clause.
- (b) The Contract Date will be the date the Call Option is exercised.

7.2 Binding agreement - Put Option

- (a) Upon and from the date of the exercise of the Put Option by the Landowner, the Landowner, the Guarantor (if applicable) and the Option Holder will be deemed to have entered into and executed a contract in the form of the Contract. The non-execution of a formal contract by any party does not affect the provisions of this clause.
- (b) The Contract Date will be the date the Put Option is exercised.

8. Nomination

8.1 Nominee exercises option

Despite clause 3(a), if:

- (a) the Option Holder has not exercised the Call Option;
- (b) the Option Holder is not in default under this deed;
- (c) the Call Option Exercise Period has not expired; and
- (d) this deed has not been terminated or rescinded,

the Option Holder may deliver to the Landowner at the Landowner's Solicitor's address the Nominee and Call Option Exercise Notice executed by the Option Holder, the Nominee and the New Guarantor (if applicable) advising the name, address, email, phone number and address for service of notices on the Nominee.

8.2 Option Holder Guarantee

Despite the Contract being entered into with the Nominee and New Guarantor (if applicable), the Option Holder agrees as a separate and principal obligation that in the event that the Nominee fails to complete the Contract then the Option Holder will be liable for any loss or damage (including legal expenses) incurred by the Landowner due to the failure of the

Nominee to complete the Contract. For clarity, there is no liability to the Option Holder under this guarantee if the Nominee completes the Contract.

9. Stamping

To assist the Option Holder or the Nominee (if applicable) to comply with its obligations under the *Duties Act 1999* (ACT) in connection with stamping the Contract, the Landowner must use reasonable endeavours to deliver to the firm of solicitors shown in the Contract as the buyer's solicitor, within 5 Business Days after receipt of the contract under clause 3(a) or 4.4, a counterpart of the Contract executed by the Landowner. The Contract is binding on the Landowner, the Guarantor (if applicable) and the Option Holder even if the Landowner does not comply with this clause 9 or does not comply with it on time.

10. Attachments

10.1 Updating attached contract

If, before an option is exercised, the Landowner's Solicitor gives the Option Holder's Solicitors any one or more of the following:

- (a) a document that, by a change in the law since the date of this deed, is required to be attached to a contract for sale of land;
- (b) an updated version of any of the documents attached to the form of the Contract that is Exhibit 1;
- (c) an updated description of the title to the Property,
- (d) amended sunset clause or any other clause in the Contract which does not substantially vary or alter the Contract;

then before the form of Contract that is Exhibit 1 is executed, the Option Holder must ensure that the Option Holder's Solicitors attach, or replace with the updated version, the documents, or update the description of the title, as the case may be.

11. No assignment

The rights and benefits of the Option Holder under this deed are personal to the Option Holder and are not capable of assignment.

12. No caveats

The Option Holder must not lodge a caveat on the title to the Property or on any other property claiming an interest in land due to execution of this deed.

13. General

13.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
 - (b) must be addressed to that party's solicitor at the address, email or fax number specified in the Schedule (or as otherwise notified by that party to each other party from time to time);
 - (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any
-

attorney, director, secretary or authorised agent of, that party;

(d) must be:

- (i) delivered by hand or posted by prepaid post to the address;
- (ii) sent by email to the address; or
- (iii) sent by fax to the number,

of the addressee, in accordance with clause 13.1(b); and

(e) is taken to be received by the addressee:

- (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
- (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
- (iii) (in the case of email) at the time in the place to which it is sent unless it is not received, or the receiving party indicated by immediate automatic response that the email address is unattended;
- (iv) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (v) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

13.2 Governing law

This deed is governed by and must be construed according to the law applying in the Australian Capital Territory.

13.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 13.3(a).

13.4 Amendments

This deed may only be varied by a deed signed by or on behalf of a party.

13.5 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed will operate as a waiver of another breach of that term or of a breach of any other term of this deed.

13.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

13.7 Consents

A consent required under this deed from a party may not be unreasonably withheld, unless this deed expressly provides otherwise.

13.8 Assignment

- (a) Subject to clause 13.8(b), a party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.
- (b) The Option Holder must not withhold its consent to the assignment of the Landowner's rights and obligations under this deed to a buyer of the land of which the Property forms part provided that prior to completion of such sale, the Landowner obtains a covenant from the buyer to perform the obligations of the Landowner under this deed.

13.9 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

13.10 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

13.11 Stamp duties

The Option Holder:

- (a) must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;

- (b) indemnifies each other party against any liability arising from failure to comply with clause 13.11(a); and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

13.12 Indemnities

- (a) The Option Holder is liable for and indemnifies the Landowner against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis determined without taxation, assessment, or similar process and whether incurred by or awarded against the Landowner) arising from or incurred in connection with:
 - (i) any caveat the Option Holder lodges on the title to the Property; or
 - (ii) the Option Holder entering or doing anything on the Property.
- (b) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives rescission, termination, completion or expiration of this deed and the lapsing or exercise of the option.
- (c) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

A party must pay on demand any amount it must pay under an indemnity in this deed.

14. Goods and services tax

14.1 Interpretation

In this clause 14, unless the context indicates a contrary intention:

- (a) a reference to a supply is to a supply under or in connection with this deed;
- (b) a reference to GST payable by the Landowner includes any GST payable by the representative member of any group to which the Landowner is a member; and
- (c) words and phrases used that are also used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

14.2 Payment

If GST becomes payable by the Landowner in respect of any supply:

- (a) if the consideration for that supply is exclusive of GST, the Option Holder must pay to the Landowner on demand an amount equal to the amount of that GST;
- (b) the Landowner must issue a tax invoice to the Option Holder in respect of that supply within 14 days after the Landowner receives payment of GST under this clause 14; and
- (c) if the Option Holder does not comply with its obligations under clause 14.2(a) and because of this the Landowner becomes subject to penalties or interest for late payment of GST, then the Option Holder must pay to the Landowner on demand an amount equal to the amount of the penalty or interest.

15. Guarantee and indemnity

In consideration of the Landowner entering into this deed with the Option Holder the Guarantor:

- (a) undertakes to indemnify the Landowner and to keep the Landowner indemnified against any failure by the Acquiring Party to perform and observe its obligations (either express or implied) under this deed and the Contract (**Obligations**) whether or not the same are enforceable by the Landowner against the Acquiring Party;
- (b) guarantees the Landowner that the Acquiring Party will punctually perform and observe all the Obligations including the due and punctual payment of all monies payable to the Landowner as seller under the Contract;
- (c) insofar as the Obligations of the Guarantor are those of a guarantor agree that this guarantee will be a continuing guarantee in that:
 - (i) any time or other indulgence allowed by the Landowner to the Acquiring Party or to any other Guarantor under this or any other guarantee;
 - (ii) the variation of any of the terms of the Contract or this deed;
 - (iii) the discharge of the Acquiring Party whether by operation of law or in any manner otherwise than by full and complete performance by the Acquiring Party of the Obligations to be performed and observed by the Acquiring Party; or
 - (iv) any other matter or thing which but for the provisions of this clause would affect the liability of the Guarantor,will not exonerate or discharge the Guarantor or in any way prejudice or affect the liability of the Guarantor under this deed;
- (d) agrees as a separate and principal obligation that in the event that the Acquiring Party fails to punctually perform and observe any of the Obligations and the Landowner so requires forthwith to perform all such obligations as if the Guarantor was named in the Contract as Buyer;
- (e) agrees that every covenant and obligation in this deed is given and undertaken by the Guarantor as a joint and several covenant and obligations;
- (f) agrees that this indemnity and guarantee will continue for the benefit of the Landowner its successors and assigns and will be binding on the Guarantor and the Guarantor's personal representatives, successors and assigns;
- (g) agrees that this indemnity and guarantee will be governed and construed in accordance with the laws of the Australian Capital Territory; and
- (h) will pay to the Landowner upon demand its reasonable costs (on a solicitor and own client basis) properly incurred of and incidental to the enforcement or attempted enforcement by the Landowner of any of its rights under this deed.

Attachment 1

Notice of Exercise of Call Option

To: **Woodhaven Investments Pty Limited ACN 090 878 630 C/-**
Hill & Rummery
PO Box 176
CIVIC SQUARE ACT 2608

Attention: Alan Hill

**(Option Holder) and
(Guarantor)**

hereby exercise the option granted by the Landowner pursuant to the Put and Call Option Deed dated _____ and requires the Landowner to sell the land comprised in Block _____ Section _____ Division HOLT to the Option Holder on the terms of the attached contract for sale of land.

Dated:

If Option Holder is individual(s)

Executed by the Option Holder by or in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

If Option Holder is a company

Executed by the Option Holder in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Guarantor(s)

Signed sealed and delivered by the Guarantor, by or in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

Attachment 2

Notice of Exercise of Put Option

To:
Address:

(Option Holder)

Attention:

Woodhaven Investments Pty Limited ACN 090 878 630 (**Landowner**) hereby exercises the option granted to it by the Option Holder and Guarantor (if applicable) pursuant to the Put and Call Option Deed dated and requires the Option Holder to purchase, and if applicable the Guarantor to guarantee, the land comprised in Block Section Division HOLT, on the terms of the attached contract for sale of land.

Dated:

**Executed by Woodhaven Investments Pty Limited
ACN 090 878 630** in accordance with section 127 of
the Corporations Act 2001 (Cth):

David Lockyer O'Keefe Sole Director/Secretary

**Woodhaven Investments Pty Limited
ACN 090 878 630** by its attorney ALAN
RICHARD HILL who has no notice of
revocation of power of attorney dated 24
November 2015 in the presence of:

Signature of witness

Alan Richard Hill

Full name of witness

Attachment 3

Nominee and Call Option Exercise Notice

To: **Woodhaven Investments Pty Limited ACN 090 878 630 C/-**
Hill & Rummery
PO Box 176
CIVIC SQUARE ACT 2608

Attention: Alan Hill

(Option Holder) and
(Guarantor) nominates
(the Nominee) to be its nominee
(New Guarantor)

and
to exercise the option contained in the put and call option deed between Woodhaven Investments Pty Limited
ACN 090 878 630 and
dated

Dated:

If Option Holder is individual(s)

Executed by the Option Holder by or in the
presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

If Option Holder is a company

Executed by the Option Holder in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Guarantor(s)

Signed sealed and delivered by the
Guarantor, by or in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

Nominee acknowledges and accepts the nomination by the Option Holder and hereby exercises the Call Option pursuant to the put and call option deed between Woodhaven Investments Pty Limited ACN 090 878 630 and dated

If Nominee is individuals(s)

Executed by the Nominee by or in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

If Nominee is a company

Executed by the Nominee in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

New Guarantor(s)

Signed sealed and delivered by the Guarantor, by or in the presence of:

Signature of Witness

Signature

Name of Witness in full

Signature

Schedule 1 Particulars

| | | | |
|--------------------------------|---------------------------|---|--------------------|
| Item 1 (clause 1.1) | Date of this deed | 1 September 2015 | |
| Item 2 (clause 1.1) | Property | Block | Section |
| | | Division of Holt | |
| Item 3 (clause 1.1) | Price | \$ | (Inclusive of GST) |
| | Deposit | \$ | |
| | Balance | \$ | |
| Item 4 (clause 1.1) | Landowner | Woodhaven Investments Pty Limited ACN 090 878 630/ABN 16 090 878 630 PO Box 3285, Belconnen ACT 2617 | |
| Item 5 (clause 1.1) | Landowner's Solicitor | Hill & Rummery PO Box 176 CIVIC SQUARE ACT 2608 Phone: (02) 6248 9188 Fax: (02) 6247 5706 Attention: Alan Hill | |
| Item 6 (clause 1.1) | Option Holder | Full Name | |
| | | ABN/ACN | |
| | | Address | |
| | | Phone | |
| | | Email | |
| Item 7 (clause 1.1) | Option Holder's Solicitor | Firm | |
| | | Address | |
| | | Phone/Fax | |
| | | Email | |
| | | Contact | |
| Item 8 (clause 1.1) | Guarantor | Full Name | |
| | | Address | |
| | | Phone | |
| | | Email | |

Execution page

Executed by Seller

Executed by WOODHAVEN INVESTMENTS PTY)
LIMITED ACN 090 878 630 in accordance with)
Section 1267 of the Corporations Act 2001 (Cth))

DAVID LOCKYER O'KEEFFE
Full name of sole Director and Company Secretary
Who states that he is the sole Director and sole
Secretary of Woodhaven Investments Pty. Limited
ACN 090 878 630

Signature of sole Director and sole
Company Director

WOODHAVEN INVESTMENTS PTY LIMITED)
ACN 090 878 630 by its Attorney ALAN RICHARD)
HILL pursuant to Power of Attorney dated 24)
November 2015 in the presence of:)

Signature of witness

Signature of Attorney who declares
that the Attorney has not received
any notice of the revocation of the
Power of Attorney

Full name of Witness

ALAN RICHARD HILL
Full name of Attorney

Executed by Buyer (Individuals)

Signed sealed and delivered by the Buyer in
the presence of:

Signature of witness

Signature

Full name of witness

Signature

Executed by Buyer (Company)

Executed by the Buyer in accordance with
Section 127 of the Corporations Act by or in
the presence of:

Signature of Director/Company Secretary

Signature of Director

Full name of Director/Company Secretary

Full name of Director

Executed by the Guarantors in the
presence of:-

Signature of witness

Signature

Full name of witness

Signature

Exhibit 1 - Contract