

Expression of Interest (EOI) Terms and Conditions

Binding Land Sale Contract	means	a binding contract for the sale of the Property from PJC to the EOI Applicant in the form of the contract made available to the EOI Applicant pursuant to clause 4
Property	means	Lot 1217, Jumping Creek NSW
Start Time	means	10am (AEDST) on 30 March 2022
Closing Time	means	5pm (AEST) on 27 April 2022
End Date	means	5pm (AEST) on 27 April 2022
IMcN Email	means	jumpingcreek@ mcnamee.com.au
Reserve Price	means	the undisclosed reserve price for the Property acceptable to PJC
IMcN Office	means	6 Limestone Drive, Jerrabomberra NSW
EOI Applicant	means	the person or Company named as the EOI Applicant in the EOI Application Form is the ultimate purchaser who enters into the Binding Land Sale Contract.
EOI Application Form	means	the EOI Application Form attached to this document.
PJC	means	Peet Jumping Creek Pty Ltd
IMcN	means	Ian McNamee & Partners Pty Ltd

1 PJC EOI Process

This document sets out the terms and conditions of the EOI Process. The EOI Applicant acknowledges and accepts the EOI Process and the terms and conditions of the EOI Process.

2. Proposed Binding Land Sale Contract

The EOI Applicant may, at any time prior to the End Date, contact the IMcN Office and request that IMcN forward to the EOI Applicant a copy of the proposed Binding Land Sale Contract.

3. How to lodge a EOI Application Form

3.1 To lodge a EOI Application Form, the EOI Applicant must, from the Start Time and prior to the Closing Time:

- complete the EOI Application Form by completing all parts of the EOI Application Form including the price offered by the EOI Applicant for the Property; and
- forward the EOI Application Form and evidence of financial capacity to complete the sale in line with the price of the Property to the jumpingcreek@mcnamee.com.au email address after the Start Time and before the Closing Time.

A EOI Application Form received by IMcN prior to the Start Time or after the Closing Time will not be eligible.

4. If a EOI Applicant is successful

4.1 Following the Closing Time, IMcN will contact the successful EOI Applicant/s and:

- advise that they have been successful in relation to their respective EOI Application Form if the nominated price is above the Reserve Price; and
 - nominate a time for the EOI Applicant to attend the IMcN Office or a virtual meeting; and
 - confirm the price and the 5% deposit payable under the proposed Binding Land Sale Contract.
 - Should the EOI Applicant fail to answer the contact telephone number provided on the Registration Form between the hours of 10:00am (AEST) and 1:00pm (AEST) on Thursday the 28th of April 2022, IMcN will automatically award the EOI Applicant's queued position to the next queued party and the EOI Applicant will then be added to the end of the queue.
- 4.2 If IMcN advises that the EOI Applicant is successful, and the EOI Applicant wishes to proceed to enter into a Binding Land Sale Contract, then the EOI Applicant must, prior to the End Date attend the IMcN office or a virtual meeting at the nominated time to:
- complete the relevant Sales Instruction including the solicitor/conveyancer details of the EOI Applicant; and,
 - pay a 5% deposit.
- 4.3 If the EOI Applicant does not attend the IMcN Office or a virtual meeting to complete the Sales Instructions prior to the End Date (Confirmation Period) then IMcN may offer the Property for sale to the general public at any time after the expiry of the Confirmation Period.
- 4.4 Completed sales instructions will be forwarded to the EOI Applicant's legal representative and HWL Ebsworth Lawyers who will prepare the Binding Land Sale Contract. Exchange of the Binding Land Sale Contract including payment of the 5% deposit, must take place within 5 working days of receipt or the Property may be returned to the market for sale without further notice.
5. If a EOI Applicant is not successful.
- If a EOI Applicant is not successful in securing the Property then IMcN must advise the unsuccessful EOI Applicants of this.
6. Conditions of submitting a EOI Application Form
The EOI Applicant acknowledges and agrees that:
- 6.1 IMcN/PJC is not responsible for:
- a EOI Applicant misunderstanding any aspect of the EOI Process or failing to submit a EOI Application Form in accordance with the EOI Process; or
 - any costs or expenses incurred by the EOI Applicant in relation to the EOI Process.
- 6.2 IMcN/PJC may alter the EOI Process in its absolute discretion at any time during the EOI Process - including without limitation IMcN/PJC may withdraw the Property from the EOI Process, sell the Property to any person or persons at any time, consider or not consider any EOI Application Form, change the End Date, accept EOI Application Forms made after the Closing Time, or change the EOI Process requirements.
- 6.3 IMcN/PJC may, in its absolute discretion, use any evaluation criteria in assessing any EOI Application Form including without limitation taking into account any factor (whether included in the EOI Application Form or not) which IMcN/PJC in its absolute direction considers appropriate.
- 6.4 Changes to a EOI Applicant's name(s) or purchasing entity name on the Binding Land Sale Contract will be at the discretion of IMcN/PJC.
- 6.5 The eventual purchaser of the Property will be bound by the terms of the Binding Land Sale Contract as soon as exchange of the Binding Land Sale Contract with has occurred.
- 6.6 Deposit refunds take 10-14 days to be processed and are issued by way of bank cheque.
- 6.7 IMcN/PJC may, in its absolute discretion, retain all documents submitted by the EOI Applicant in relation to this EOI Process, and all such documents become the property of IMcN/PJC and can be used, copied and disclosed to third parties by IMcN/PJC in IMcN/PJC's absolute discretion.
7. No legal relationship between IMcN/PJC and the EOI Applicant until the Binding Land Sale Contract is exchanged.

There is no legal relationship between the parties under the EOI Process. Nothing in the EOI Process gives rise to a contract for the sale of the Property. The EOI Process is not an offer for the sale of the Property by IMcN/PJC or by the EOI Applicant which is capable of acceptance to form a contract, and IMcN/PJC expressly disclaims that it has an intention to enter into a contract for the sale for the Property other than the Binding Land Sale Contract.

8 General

- 8.1 All copyright in this document and the EOI Process are reserved to IMcN/PJC.
- 8.2 The EOI Applicant must keep this document and the EOI Process confidential unless it obtains the prior written consent of PJC (which may be withheld in PJC's absolute discretion).
- 8.3 Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this document and the EOI Process.
- 8.4 This document states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
9. Attached to this document (and forming part of this document) is the EOI Application Form.