

## Terms and Conditions

### 8% Leaseback Opportunity, Ambia, Banksia Grove and The Glades selected lots.

The following "Terms and Conditions" are applicable and must be satisfied by the Buyer.

The Buyer acknowledges that the above mentioned lot will be utilised by LWP Group Pty Ltd as a car park lot to service the "Ambia, Banksia Grove and The Glades" land estates.

- The Buyer agrees to lease the lot to the Seller for a period of two years from the settlement date. At the expiry of the initial term the Seller has the option to renew the lease agreement for a further term in its absolute discretion. The Further term must be a minimum 3 months. Rent is payable 12 months in advance at the commencement of the lease period until the termination of the lease.
- The Buyer shall issue the seller with a tax invoice for payment of the rent
- During the lease period including option periods, if exercised, the Buyer may not commence construction on the property.
- The Buyer confirms that any road base on the lot remains the property of the Seller and will be removed by the Seller at no cost to the Buyer at the termination of the lease term.
- The Seller will make good and return the vacant site to a similar standard to all lots in the development after usage as a carpark.
- The Buyer will have 1 year from the termination of the lease term to have started construction of a dwelling on the said lot.
- The Seller agrees to pay a gross rental of 8% of the purchase price per annum to the Buyer. Rent is payable 12 months in advance at the commencement of the lease period and thereafter until the termination of the lease term. The Seller is responsible for the maintenance of the grounds and improvements during the lease term.
- The Seller agrees to maintain the lot and pay public liability insurance associated with the car park usage. The Buyer agrees to pay statutory outgoings including Local Authority Rates, Water Corporation Rates and Land Tax.

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Signed by the Buyer

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Date

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Signed by the Seller

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Date