

Expressions of Interest (EOI)

Terms and Conditions

1. Definitions

Award Period means:

The period between 9.30 am (AEST) and 5.00 pm (AEST) on 9 March 2022.

Binding Land Sale Contract

A binding contract for the sale and purchase of a Lot between WMD and the successful EOI Respondent made available pursuant to clause 5 of these EOI Terms and Conditions.

Confirmation Time means:

24 hours from receiving sales advice from the Sales Agent.

Closing Time means:

5pm (AEST) on 4 March 2022

EOI Form means:

The Expression of Interest Form provided for download on www.yarrahass.com.au/eoi-stage-3/ associated with these EOI Terms and Conditions.

EOI Period means:

The period of time commencing at the Start Time and ending at the Closing Time.

EOI Respondent means:

The person(s) or entity listed on the EOI Form as the party that will enter into the Binding Land Sale Contract and ultimately becomes the purchaser.

EOI Terms and Conditions means:

The terms and conditions set out in this document, which govern the terms and conditions of the EOI process.

Email Address means:

sales@yarrahass.com.au

Lot means:

A lot available for sale as per the areas, dimensions and description detailed on the subdivision and sales plans provided as part of this EOI.

Marketing Contract means:

A draft contract for the sale and purchase of a Lot containing the documents required to be attached to a contract for the sale of the lot under the *Conveyancing Act 1919* (NSW).

Release means:

The release of Lots in Stage 3 of the 'Yarrah Yass River Development' comprising those residential lots identified as available on the subdivision plan provided as part of this EOI.

Reserve Price means:

The disclosed reserve price for a Lot.

Sales Agent means:

Yass Valley Property, Andrew Curlewis, Licensed Real Estate & Stock & Station Agent NSW (Lic 1496014).

Start Time means:

9am (AEST) on 23 February 2022.

WMD means:

WMDGROUPHOLDINGS PTY LTD, ACN: 623 927 784

Yarrah Sales Team means:

Both the Sales Agent and WMD.

2. EOI Process

This document contains the terms and conditions for the Stage 3 EOI process. By submitting an EOI Form, the EOI Respondent acknowledges and accepts the EOI process and agrees to be bound by these EOI Terms and Conditions.

3. Marketing Contract

The EOI Respondent may at any time during the EOI Period, contact the Sales Representative and request a Marketing Contract.

4. How to Lodge the EOI Form

4.1 The EOI Form must be lodged by the EOI Respondent during the EOI Period.

4.2 The EOI Respondent must:

- (a) complete the EOI Form in full (including the Lot number(s) and price(s) offered by the EOI Respondent for one or more Lots); and
- (b) give the EOI Form to the Yarrah Sales Team by sending it to the Email Address (which is listed in the definitions of this document and EOI Form).

4.3 To successfully lodge the EOI Form it must be received by the Yarrah Sales Agent after the Start Time and prior to the Closing Time.

4.4 An EOI Form received before the Start Time or after the Closing Time may not be accepted.

5. Successful EOI Respondent

5.1 To be successful the EOI Respondent's nominated price must be either on or above the Reserve Price.

5.2 If the EOI Respondent is successful, the Sales Agent will contact the EOI Respondent during the Award Period and:

- (a) advise that the EOI Respondent was the successful respondent and the Lot(s) for which the EOI Respondent was the successful respondent; and
- (b) confirm the EOI Respondent's successful price, which will be the price payable under the Binding Land Sale Contract.

5.3 If the EOI Respondent does not answer the Sales Agent's telephone call during the Award Period, the Sales Agent may select another respondent as the successful respondent for the relevant Lot.

5.4 After the Sales Agent advises the EOI Respondent that the EOI Respondent is a successful respondent and if the EOI Respondent confirms they wish to proceed to enter into the Binding Land Sale Contract, the Sales Agent will then:

- (a) email a sales advice to the EOI Respondent, requesting confirmation of the details in the sales advice; and
- (b) the EOI Respondent must confirm their details in the sales advice including Lot number, price, purchaser details, solicitor details.

- 5.5 If the EOI Respondent fails to provide confirmation of the sales advice by email to the Sales Agent within the Confirmation Time then the Sales Agent may select another respondent or any other person for the relevant Lot at any time after the expiry of the Confirmation Time.
- 5.6 The Sales Agent will forward the completed and confirmed Sales Advice to the EOI Respondent's legal representative and to MinterEllison who will prepare the Binding Land Sale Contract.

6. Exchange of Contract

Exchange of Binding Land Sale Contract including full payment of the deposit must take place within 3 weeks of receipt of the Binding Land Sale Contract, otherwise, the Sales Agent may select another respondent or any other person for the relevant Lot without further notice.

7. Unsuccessful EOI Respondent

If an EOI Respondent is not a successful respondent for any Lot noted in the EOI Form, the Sales Agent will notify the EOI Respondent that the EOI Respondent was not successful.

8. Conditions for Submitting an EOI Form

Prior to submitting the EOI Form, the EOI Respondent acknowledges and agrees:

- (a) The Yarrah Sales Team are not responsible for an EOI Respondent misunderstanding any aspect of the EOI process, terms or conditions.
- (b) The Yarrah Sales Team are not responsible for an EOI Respondent failing to submit the EOI Form within the EOI Period or submitting an EOI Form that does not comply with the EOI process or these EOI Terms and Conditions.
- (c) The Yarrah Sales Team will assess each EOI Form submitted and in their absolute discretion, may use any evaluation criteria in the assessment of any EOI Form including but not limited to considering any factors either included on the EOI Form or not, which the Yarrah Sales Team in their absolute discretion deem appropriate.
- (d) WMD may in its absolute discretion and without limitation, at any time during the EOI process modify, alter, update the EOI process or these EOI Terms and Conditions including by changing the Closing Time, Award Period, Confirmation Date or any other requirements.
- (e) WMD may in its absolute discretion and without limitation, at any time during the EOI process withdraw a Lot, multiple Lots, a portion or the entire Release from the EOI process and sell any such Lot(s) to any person or persons at any time.
- (f) All deposits paid are to be 10% of the price without exception.
- (g) No legal relationship or binding contract exists between the EOI Respondent and WMD until a Binding Land Sale Contract is exchanged. The EOI process forms a non-binding offer by the EOI Respondent and is not an offer by WMD for the sale of a Lot(s) within the Release. WMD does not accept any form of contract between the EOI Respondent and WMD until the Binding Land Sale Contract is exchanged.

9. Governing Law

These EOI Terms and Conditions are governed by and are to be construed in accordance with the laws of the New South Wales, Australia.

10. Disclaimer

All care has been taken in the preparation of all material associated with the EOI Process. No responsibility is taken by WMD or the Sales Agent for any errors or omissions.

WMD and the Sales Agent take no responsibility for the accuracy or completeness of information associated with the EOI process and recommends that the EOI Respondent seek independent legal, financial and accounting advice prior to submitting the EOI Form and exchanging the Binding Land Sale Contract.