

LEASING AGENCY AGREEMENT (COMMERCIAL AND INDUSTRIAL)

The Property, Stock and Business Agents Act 2002 (NSW) and Regulation requires all Agent's Instructions to be in the form of a written agreement.

LEASING AGENCY AGREEMENT (COMMERCIAL AND INDUSTRIAL)
PARTIES**Principal**

Cadex Petroleum Pty Limited	
ABN / ACN 14 074 202 681	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address Unit 21, 30-32 Barcoo Street	
Roseville NSW	Postcode 2069
Phone: Work	Mobile 0414 725 622
Phone: Home	Fax
Email john.tarrant@westnet.com.au	
Financial Institution Details: BSB	Account Number

Agent

Colliers International (NSW) Pty Ltd	
Licensee's Licence No.* (see note) 188672	
ABN / ACN 65 001 401 681	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Trading as Colliers International	
Address Level 42, Northpoint, 100 Miller Street, North Sydney	
NSW	Postcode 2060
Phone: Work 02 9957 6611	Mobile 0431 312 703
Fax 02 9957 2990	Email nick.gallo@colliers.com
* Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.	

PRINCIPAL'S SOLICITOR

Firm	
Name of Solicitor/Conveyancer	
Address 1. Business	
2. Document Service	
Phone: Work	Mobile
Fax	Email

PREMISES

Address of Premises to be leased

Unit 7, 30-32 Barcoo Street,	
Roseville NSW (Lot 7 SP82143)	Postcode 2069

Being: with fixtures and fittings as per attached schedule OR without fixtures and fittings

OR as follows

Garage(s)/Car Space(s) included Yes No two (2) spaces**AGREEMENT****Agent's Appointment**

1. i The Agent is granted leasing rights of the Premises from the date of this agreement until such time as the Premises are leased or this agreement is terminated by either party giving not less than 30 days notice in writing but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.
- ii In this agreement (including Schedule 1):
 - a the word "lease" and the word "tenancy" are used interchangeably and will be taken to include a licence or other right of occupation and "leasing" and "leased" will have corresponding meanings;
 - b the word "tenant" or "lessee" are used interchangeably and will be taken to include a licensee or other permitted occupant; and
 - c the word "rent" will be taken to include a licence fee or occupancy fee.

Agent's Authority

2. i The Agent is authorised to act on behalf of the Principal to lease the Premises for:
 - a Term of Lease

Negotiable	or as otherwise instructed in writing.
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b Rent

Negotiable _____ per _____

payable in advance or such other rent as the Principal may agree in writing to accept.

c Bank guarantee / security deposit

Negotiable _____ or equivalent to _____ rent, or as otherwise instructed in writing.

d Outgoings payable by lessee:

TBA	

OR

as set out in the attached additional page

OR

rent is inclusive of all outgoings

OR

as otherwise instructed by the Principal in writing.

ii The Agent is authorised to act on behalf of the Principal:

- a To undertake initial inspection; Yes No
- b To arrange inspections by prospective tenants; Yes No
- c To inform prospective tenants of the Principals special conditions of the proposed lease as set out in the attached Schedule 1 Yes No
- d To obtain and check references; Yes No
- e To • select a tenant; **OR** Yes No
 • recommend tenants Yes No
- f To enter into and sign a lease (not in registerable form) containing conditions approved by the Principal and accepted by the tenant; Yes No
- g To receive initial payment of rent and issue receipts; Yes No
- h To receive bank guarantee / security deposit if required. Yes No

Agent's Remuneration

3. The Principal agrees that if the Agent prior to the termination of this agreement introduces to the Principal a person or entity (the "Lessee") who:

- i executes either any agreement to lease, or a lease of the Premises, or procures another person or entity to execute either any agreement to lease or lease of the Premises irrespective of by whom such documents are prepared; **OR**
- ii enters into possession of the Premises or procures another person or entity to enter into possession of the Premises; **OR**
- iii pays rent for the Premises or procures another person or entity to pay rent for the Premises, including, without limitation, any assignee or nominee from a Lessee of the Premises (or any part thereof),

then the Agent shall, upon the occurrence of any one of the events set out in Clause 3 i, ii, or iii above, be entitled to be paid the Leasing Fee calculated as a percentage of the Average Annual Rent (as defined in Schedule 1 overleaf) or as a single GST Inclusive fee, together with any amounts due to the Agent pursuant to Schedule 1 overleaf. The Principal hereby undertakes to pay all fees in accordance with this agreement.

Leasing Fee (GST inclusive)

Inspection

4. Subject to Clause 2 ii b, any prospective tenant is entitled to inspect the Premises in the following circumstances:

Promotional Activities

5. The Premises are to be advertised and / or otherwise promoted as per the attached schedule **OR** not advertised **OR** as follows:





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The advertising/promotional fees for each leasing are

\$ 0 and are due and payable / /

For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage Yes No

It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

Service Fees, Charges and Expenses

6. The Agent shall perform the following additional services in connection with this agreement and shall be entitled to the following fees:

Item	Amount	When due and payable
Nil	\$	
	\$	

Variations of Fees or Expenses

7. The services to be provided by the Agent and any fees, charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Limit of Agent's Services

8. The Agent does not undertake to perform any other services in connection with the leasing of the Premises other than as set out in this agreement unless with the prior written consent of the Agent and Principal.

Authority to Deduct

9. In the event of any monies being paid to the Agent on behalf of the Principal, the Agent is hereby authorised by the Principal to deduct from such monies all fees, expenses and charges before accounting to the Principal.

Financial Institution Taxes or Deductions

10. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.

GST

11. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

Agent's Indemnity, Liability and Release

12. The Principal will hold and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of, or arising out of, the proper performance or exercise of any of the powers, duties or authorities of the Agent.

Financial and Investment Advice

13. The Principal acknowledges that any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment adviser.

Material Fact

14. i The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Premises and the common areas and will keep the Agent updated of any new material facts or any changes to material facts.
- ii The Principal acknowledges that the *Property, Stock and Business Agents Act 2002 (NSW)* requires the Agent to disclose all material facts to prospective tenants.
- iii The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the Premises.
- iv In this clause "material fact" has the same meaning as it has in Section 52 of the *Property, Stock and Business Agents Act 2002 (NSW)*.

Privacy Policy

15. The *Privacy Act 1988 (Cth)* (the **Privacy Act**) allows personal information to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Privacy Act. This Privacy Policy does not form part of this agreement and only applies to the extent the Agent collects, uses and discloses personal information. The Agent may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Principal of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Principal. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Principal.

The personal information the Principal provides the Agent in connection with this agreement or collected from other sources is necessary for the Agent to: (a) identify and verify the Principal and the Premises; (b) advertise and promote the Premises for lease; (c) process and assess any application received in relation to the lease of the Premises; (d) negotiate and prepare any lease for the Premises; (e) liaise and exchange information with the Principal and the Principal or Agent's legal and other advisors in relation to or in connection with any lease of the Premises; (f) manage this agreement and any lease of the Premises including the collection of rent on behalf of the Principal and the preparation of required statements of account; (g) comply with any applicable law; (h) confirm whether the Principal is registered for GST purposes; (i) operate controlled money accounts; (j) comply with any dispute resolution process; and (k) contact and liaise with goods and services providers as instructed by the Principal and to provide those providers with the Principal's personal information.

If the personal information is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, and unauthorised access, modification or disclosure.

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The Agent may disclose personal information to other parties for the purpose for which it was collected including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions and other third parties as instructed by the Principal (including, without limitation, goods and services providers) or as required by any applicable law.

The Agent may also use the Principal's information including personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (see opt out option below) or has previously told the Agent not to. If the Principal **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the contact details of the Agent set out earlier in this agreement.

The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. Any requests for access to a Principal's personal information should be made in writing to the Agent at the contact details included in this agreement. The Agent may charge a fee where access to personal information is provided. The Principal has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.

By signing this agreement, the Principal acknowledges that it has read, understands and accepts the terms of this Privacy Policy and the permissions to collect, use and disclose personal information, and the Principal authorises the Agent to collect, use and disclose, in accordance with the Privacy Act, their personal information for the purposes specified in this Privacy Policy.

Disclosure of Rebates, Discounts, Commissions or Benefits

16. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, the following rebates, discounts or commissions from third parties:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission or benefit
		\$
		\$
		\$
		\$
		\$
		\$
		\$

If no rebate, discount, commission or benefit, then write in "nil".

Principal's Authority

17. The Principal warrants that the Principal has authority to enter into this agreement.

Work Health and Safety

18. The Principal acknowledges that, at all material times:

- i the Principal has sole management and control of the Premises listed for lease, to the exclusion of the Agent;
- ii the Agent acts under the direction, management and control of the Principal to facilitate the lease of the Premises between Principal and the Lessee; and
- iii the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements.

19. The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected and conducted an assessment of the risks and controls associated with the Premises prior to offering it for lease and that the Premises are:

- i without risk to work, health and safety Yes No

OR

- ii subject to the risks and controls or contamination as advised by the Principal to the Lessee in writing Yes No

Acknowledgements

- 20. i The parties acknowledge that the attached Schedule 1 forms part of this agreement.
- ii The Principal acknowledges being served with a copy of this agreement.

Signature of Principal

If Corporation, position held by signatory

Date

DIRECTOR

17/7/16
/ /

Signature of Agent

(Director / Secretary / Attorney)

Date

18/7/16



REINSW LEASING AGENCY AGREEMENT (COMMERCIAL AND INDUSTRIAL)

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SCHEDULE 1

SCHEDULE 1

1. Unless otherwise instructed the Agent may allow other agents to act in conjunction with the Agent in order to effect a leasing but only one Leasing fee will be payable.
 2. **i "Rent" and "Average Annual Rent" Defined**
 - a "Rent" means the total rent reserved by the lease or agreement to lease for the whole of the term certain expressed in such lease or agreement to lease together with any additional charges such as for cleaning, outgoing contributions, partition or shop-front rentals, naming or signage rights, car parking fees and any other payment to or on behalf of the Principal for which the Lessee is made responsible under the lease or agreement to lease, irrespective of the purpose to which the payment is subsequently applied, but excluding payments made as security deposits but including the GST attributable (if any) to such rent and charges. For these purposes "Principal" includes an assignor or sub-lessor, and "Lessee" includes an assignee or sub-lessee. In calculating the Agent's fee under the agreement, cash allowance, rebates, rent free periods or similar incentives offered by the Principal as an inducement to lease shall not be taken into account.
 - b "Average Annual Rent" means the rent divided by the number of years in the term certain of the relevant lease or agreement to lease.
 - ii "Term of Lease"**

For the purpose of calculating the Agent's fee or fees the lease period is the term certain of the lease, excluding the period of any further term which the Lessee may be entitled to take up by exercise of an option.
 - iii Lease with Option to Purchase**

Where the Premises are leased and the Lessee has a right of purchase or a first right of refusal which is exercised by the Lessee or a person or entity related to or introduced by the Lessee, or the person/s or entity introduced to the Principal by the Agent in accordance with and for the purpose of this agreement purchases the Premises the Agent's fee shall be as follows:

Nil (GST inclusive)

Such fee shall be due and payable by the Principal at the earlier to occur of when such right is exercised or the person/s or entity complete the purchase of the Premises.
 - iv Premiums**

Where a lease is granted in whole or part for a lump sum consideration payable by the Lessee as a premium, however described, the Agent will be entitled to receive a fee at the rate of

Nil (GST inclusive)

on such premium consideration in addition to any other fee payable under the agreement.
 - v Plant, Fixtures and Fittings**

Where there is a "once only" payment under the lease attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items, a fee will be calculated at

Nil (GST inclusive)

of the sale price.

However, where this sale price is amortised over the term of the lease, or is otherwise payable on a periodic basis, the payments attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items under the lease shall constitute "rent" for the purposes of calculation of a fee pursuant to the agreement.
 - vi Subsequent Letting of Additional Space**

A fee shall be payable on any subsequent letting by the Principal of additional space within the Premises to the same Lessee (or to an associate or subsidiary of the Lessee) calculated in accordance with the agreement provided that the Lessee or a person or entity related to or introduced by the Lessee, in respect of the additional space, commences rental payment or takes possession or enters into a lease or an agreement to lease no later than 18 calendar months after the commencement date of the lease for the initial space.
 - vii Sub-Letting, Assignment and Surrender of Lease** (only applicable to an agency agreement between a tenant or a sub-tenant and the Agent).
 - a In respect of any sub-letting or assignment, a fee shall be payable in accordance with the agreement as if such sub-letting or assignment was a new lease, provided that for this calculation the remainder of the term assigned or sub-let (excluding any option periods) shall be considered the term of the lease. Where the remainder of the term is a period of less than one year, the Average Annual Rent reserved shall, for the purposes of calculating the fee, be the monthly rent multiplied by 12.

The minimum fee payable to the Agent will be

Nil (GST inclusive)

of the Average Annual Rent, regardless of lease term.

 - b If a Principal (who is a lessee or sub-lessee) surrenders a lease or a sublease to enable any other party introduced by the Agent or a person or entity related to or introduced by that party to execute a lease or sublease (for all or part of the Premises), the Principal is liable to pay the Agent the Leasing Fee pursuant to Clause 3 of this agreement.
- viii Rental Review Negotiations**

For conducting rental review negotiations, the Agent's fee shall be

N/A (GST inclusive)

of the amount of the increase in the Average Annual Rent, OR

(GST inclusive)

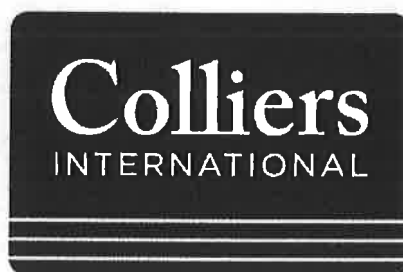
of the new Average Annual Rent whichever is the greater.
- ix Purchase**

Where a prospective lessee is introduced to the Principal and / or to the Premises, and subsequently purchases or a person or entity related to or introduced by the Lessee purchases the Premises, the Agent shall be entitled to a fee in accordance with Clause 2 iii above.
3. In the event of any inconsistency between this Schedule and the agreement, the provisions of the agreement shall prevail.

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Colliers International (NSW) Pty Limited
ABN 65 001 401 681 ACN 001 401 681
(Incorporated in NSW)

Trading as



SCALE OF FEES & CHARGES

for Sales, Acquisitions and Leasing of Commercial,
Industrial, Retail and Residential Property

COLLIERS INTERNATIONAL (NSW) PTY LIMITED OFFICES

Sydney:	Level 12, Grosvenor Place, 225 George Street, Sydney	(02) 9257 0222
Sydney North:	Level 42, Northpoint, 100 Miller Street, North Sydney	(02) 9957 6611
Sydney West:	Suites 801-803, Level 8, 20 Smith Street, Parramatta	(02) 9840 0222
Sydney South:	Level 5, Airport Central Tower, 241 O'Riordan Street, Mascot	(02) 9317 4888
Sydney South West:	Level 5, 33 Moore Street, Liverpool	(02) 9824 1131
Penrith:	Suite 1, Level 1, 331 High Street, Penrith	(02) 4731 3755
Wollongong:	101 Keira Street, Wollongong	(02) 4222 7222

*This scale of fees and charges are applicable to the sale, acquisition or leasing of real estate by Colliers International (NSW) Pty Limited
Colliers International reserves the right to vary this fee structure in special or unusual circumstances, by written agreement with the Principal.*

Effective from April 2009

www.colliers.com.au

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1. SALE AND PURCHASE

1.1 Fees

For acting on behalf of a vendor or purchaser of real estate in New South Wales fees calculated at the following percentages of the sale price will be payable to Colliers International whether sold by auction, tender or private treaty:

Commercial, Industrial & Retail

Up to \$250,000 4%
Next \$250,000 3%
Thereafter 2%

Residential

3.0% on the first \$100,000
2.5% on the next \$400,000
2.0% on the balance thereafter
4.0% on sales achieved through offshore offices.

Market assessment and analysis work may also be provided as non commissionable consulting. Fees will be negotiable depending on extent of work and based on a rate of \$150.00 per hour. Commissions on Residential Property are subject to negotiation.

1.2 Company or Trust

Where an interest in real estate is held by a company or trust and shares in the company or units or other interests in the trusts are transferred instead of the real estate, the fee to be paid to Colliers International will be calculated in accordance with clause 1.1 based on the gross price or unencumbered value of the real estate, whichever is the greater.

1.3 Improvements

Where a sale is made of improvements on land held on leasehold under the Crowns Land Consolidation Act, 1913, or similar Crown tenure, the capital value of the land is to be included in the sale price for the purpose of calculating fees due to Colliers International.

1.4 Plant, Fixtures & Fittings

Where plant, fixtures and/or fittings are included and separately specified in the Agreement for Sale, or are sold separately, a fee of 6% is payable to Colliers International relative to the value specified or the sale price.

1.5 Ground Lease

When a ground lease is sold, a fee calculated in accordance with clause 1.1 will be payable to Colliers International and for this purpose "sale price" will be the capital value of the net average annual rent (excluding rent free periods) capitalised at 5% per annum.

1.6 Leasehold

For the sale or purchase of a leasehold interest other than a ground lease, the fee payable to Colliers International will be calculated at 5% of the gross price of that leasehold interest.

1.7 Exchanging or Trading-in Properties

Where properties are exchanged or traded, fees calculated in accordance with this scale will be payable to Colliers International in relation to each property as if each was a separate transaction.

1.8 Terms

Fees and any Advertising/General Expenses are payable by the Principal in full not later than the day of settlement.

2. LEASING

2.1 Fees

For acting on behalf of a lessor or lessee of real estate in New South Wales, fees calculated at the following percentages of the rent (as defined in clause 2.2) will be payable to Colliers International.

Lease for a term of less than 4 years	11%
Lease for a term of 4 years	12%
Lease for a term of 5 years	13%
For each year or part in excess of 5 years	0.5%

2.2 Rent

For the purpose of this scale:

- a) "rent" means the average over the lease period of the annual rent payable pursuant to the lease plus any outgoings payable by the lessee and any additional charges such as for fitout, fixtures, furniture, naming or signage rights, goodwill or car parking and any other payments to or on behalf of the lessor for which the lessee is made responsible. In determining such rent, regard shall be had to any fixed rent escalations but the effect of any inducements or incentives to lease (including but not limited to low rent or rent free periods and contributions to fitout) and the effect of contractor warranties (or the like) on buildings outgoings are to be excluded from the calculation.
- b) the lease period is the term certain of the lease, excluding the period of any further term which the lease may be entitled to take up by exercise of an option; and
- c) "lessor" includes an assignor or sub-lessor, "lessee" includes an assignee or sub-lessee, and "lease" includes the lease agreement and any agreement to lease, any head lease and any sub-lease applicable to the transaction.

2.3 Premium or Lump Sum

Where any premium or lump sum is payable in lieu of or in addition to rent then, for the purpose of calculating fees payable pursuant to clause 2.1, the amount of such premium or lump sum will be considered as rent and added to any rent payable from the first year of the term of the lease.

2.4 Sub-Lease and Assignments

Where a lease is assigned or leased premises are sub-let 'rent' for the purposes of clause 2.1 and 2.2 shall be based on the balance of the lease period provided that a minimum fee of \$1,000 will be payable to Colliers International.

2.5 Plant, Fixtures & Fittings

2.5.1 Where any plant, fixtures and fittings, partitions and/or furniture are sold to a lessee in conjunction with a lease then a fee of 6% of the value specified of the sale price will be payable to Colliers International.

2.5.2 Any proportion of rent which under a lease is attributable to specified plant, fixtures, fittings, partitions and/or furniture shall constitute "rent" for the purpose of calculations of fees pursuant to this Scale.

2.6 Subsequent Letting of Additional Space

Where a lessee introduced by Colliers International takes additional space in the same building complex within two years of the commencement of the lease, leasing fees in accordance with the clause 2.1 will be payable to Colliers International. For the purpose of this clause "lessee" includes a subsidiary or associated company or related entity as defined by section 50 of the Corporations Act.

2.7 Rental Negotiations

For negotiating a rent review a fee of 15% of the amount of the increase in the average annual rent or 1.5% of the new average annual rent (whichever is the greater) will be payable to Colliers International. The fee is due to be payable on the date on which the reviewed rent is first payable by the lessee.

2.8 Terms

Fees and any Advertising/General Expenses which may be outstanding shall be payable by the Principal in full when the lessee and/or its contractors/representatives enter into possession of the leased premises or commences payment of rent or signs the agreement to lease, the lease, the sublease or a deed of assignment, whichever is the earliest to occur.

3. GENERAL

3.1 Authority

Where the Agency Agreement and/or this Scale is signed on behalf of either party, the person so signing warrants he/she that they have authority to do so.

3.2 Options to Purchase

Where the property is leased with the option to purchase and such option is exercised, a selling fee calculated in accordance with this Scale will be payable to Colliers International on the gross sale price, in addition to any other fees and expenses payable under this Scale.

3.3 Advertising, Expenses and Disbursements

3.3.1 Advertising Expenses: Where advertising expenses are payable by the Principal in accordance with the Agency Agreement, such expenses must be paid in full before advertising preparation commences.

3.3.2 General Expenses: Travelling expenses, search fees, accommodation expenses and other expenses and disbursements are payable by the Principal in accordance with the Agency Agreement or by separate agreement or within thirty (30) days after receipt of notification from Colliers International.

3.4 Deposits

Where Colliers International is the stakeholder for deposit monies paid by a purchaser/lessee, such deposit money shall be held by Colliers International in the trust account as stakeholder pending completion of the sale or lease, or shall be invested by Colliers International as stakeholder in an interest bearing account on terms and conditions as agreed upon between the Principal and the purchaser/lessee as notified to Colliers International in writing. It is irrevocably agreed that Colliers International is authorised to deduct its commission/fees and any outstanding Advertising and/or General Expenses from the deposit monies on the completion of the sale or lease.

3.5 Waiver

Failure by Colliers International to insist upon strict performance of any term or condition of the Agency Agreement or this Scale shall not be deemed a waiver thereof or any rights that Colliers International may have.

3.6 Definitions

"Agency Agreement" means the Agency Agreement of which the Scale forms part.

"Colliers International" means Colliers International (NSW) Pty Limited and its successors and assigns.

"Principal" means the party described as such in the Agency Agreement and his/hers/its heirs, successors and assigns.

"Scale" means this Scale of Fees and Charges.

All fees quoted above are exclusive of GST

This document forms part of the Agency Agreement between the Principal and Colliers International (NSW) Pty Limited (ACN 001 401 681), and I/we acknowledge its applications, except to the extent that it is varied or excluded by the Agency Agreement.

PRINCIPAL (Signature):  Date: 17-7-16

PRINCIPAL (Name): JOHN TARRANT - CADEX PETROLEUM PTY LTD

AGENT (Signature):  Date: 18-7-16