

2-1

1.5% \$500,000
Commission.
@ \$36m

25% on Exchange.

~~\$75,000~~

at 2.5:1 → \$ \$
if 3:1 →
4:1 →

\$450,000 @ 1.25%
Comm.

~~20%~~
20% → \$90,000 ~~at~~ when signing
option fee.

* ~~20%~~ 10% of the difference

Fri / 18 / 7 / 2014

Owner 1:

61-67 Forest Rd, Hurstville
 4,047 m² + 1,068 m²
 = 5,105

Owner 2:

71 Forest Rd, Hurstville
 2,090 m²

Owner 3:

73-75 Forest Rd.

1,083 m² (total of 3 lots)

Total = 8,278 m² App.

- 3% Option Fee
- 1 year delayed settlement
- \$36 million

- 1 year & 6 months settlement
- \$37 million.

Certificate of Registration of a Company

This is to certify that

THE ONE CAPITAL GROUP PTY LTD

Australian Company Number 600 814 131

is a registered company under the Corporations Act 2001 and
is taken to be registered in New South Wales.

The company is limited by shares.

The company is a proprietary company.

The day of commencement of registration is
the twenty-first day of July 2014.

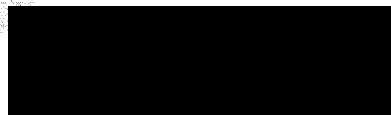


ASIC

Australian Securities & Investments Commission

CERTIFICATE

Issued by the
Australian Securities and Investments Commission
on this twenty-first day of July, 2014.



Greg Medcraft
Chairman

Wen Captail. P/c.

* Stuarth. Chem @ basKinc lgr ka. cam. au.



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STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT

The Property, Stock & Business Agents Act 2002 and Regulations requires all Agent's instructions to be in the form of a written agreement.

STATEMENT OF PROPERTY DETAILS

PARTIES**Principal**

The One Capital Group Pty Ltd	
ABN / ACN	600 814 131
GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address	Suite 144/Level 4, 10 Park Rd, Hlville Postcode 2220
Phone: Work	Mobile
Phone: Home	Fax
Email	

Agent

Malcolm James	
Licensee's Licence No.* (see note)	157 8021
ABN / ACN	48176834456
GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Trading as	Sydney Realty
Address	P.O. Box 429 Hurstville BC 1481
Postcode	
Phone: Work	Mobile [REDACTED] 7155
Fax	Email sydneyrealityonline@gmail.com

* Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.

Property

Type of Property to be purchased

Commercial / Industrial

Location

61, 67, 71, 73-75 Forest Rd, Hurstville & 126 Durham St, Hlville

General description of the Property to be purchased

3 properties

TERMS AND CONDITIONS OF PURCHASE

Approximate price range in which the Principal wishes to acquire the Property

\$ 35,000,000 to \$ 36,000,000

Special instructions about the Property to be purchased

As per contract of Sale

Vacant Possession: Yes No Either

(These details can be changed by agreement between the Principal and the Agent)

PRINCIPAL'S SOLICITOR CONVEYANCER

Firm	HPL Lawyers	
Name of Solicitor/Conveyancer	Anthony METE	
Address	1. Business Level 1, 17 Albert St, Freshwater NSW 2096	
	2. Document Service	
Phone: Work	99059500	Mobile
Fax	99057493	Email

Signature of Agent

[REDACTED]

Date

24/7/2014

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT

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BUYERS AGENCY AGREEMENT

Agency Period

1. In consideration of the Agent promising to use their best endeavours, the Principal hereby grants to the Agent the right to act on behalf of the Principal in accordance with this agreement commencing on 21/7/2014 until such time as the Agent complies with clause 2 (below) or the expiration of 21/7/2016 from the date hereof, whichever first occurs.

This agreement may be terminated by either party giving seven (7) days notice in writing but without prejudice to either parties' rights accrued or obligations incurred prior to the effective termination.

Agent's Authority

2. i The Agent is authorised to identify and recommend potential properties to the Principal pursuant to the terms and conditions set out in the statement of property details above (or as amended) Yes No
- ii The Agent is authorised to negotiate on behalf of the Principal for the purchase of the Property pursuant to the terms and conditions set out in the statement of property details above (or as amended) Yes No
- iii The Agent is authorised to bid on behalf of the Principal at the auction of a prospective Property approved by the Principal in writing. This clause may be varied in writing. Yes No

Agent's Remuneration

3. i A non-refundable retainer fee of \$ NIL (GST incl.) applies. If the Agent receives a payment under Clause 3 ii, then the non-refundable retainer fee shall be deducted from the calculation of the buying fee as stated in 3 ii Yes No

- ii The Principal acknowledges that the Agent shall be entitled to a buying fee:

calculated as a percentage of the total purchase price including GST, if any of

(GST incl.)

(% amount) + (GST) = (GST incl.)

OR

as a flat fee, including GST, if any of

\$ 500,000 + GST (GST incl.)

(\$ amount) + (GST) = (GST incl.)

OR

as per attached schedule

The Agent's agreed buying fee in the event of a purchase at the Agent's estimate of the purchase price range for the Property would equate to

\$ to \$ (GST incl.)

and the Principal hereby agrees to pay the fee in accordance with this agreement in the event that the Agent introduces to the Principal a vendor of a property or the Property and the Principal:

- a enters into a contract for the purchase of the Property;
- b procures another person or entity to enter into a contract for the purchase of the Property (whether by novation or otherwise);
- c where the Property is owned by a company, enters into a contract for the purchase of any shares of that company;
- d where the Property is owned by a company, procures a further person to enter into a contract for the purchase of any of the shares of that company (whether by novation or otherwise);
- e by any other means whatsoever becomes the legal and beneficial owner or both of the Property; or
- f where the Property is owned by a company, by any means whatsoever becomes the legal and beneficial owner or both of any of the shares of that company.

- iii A termination fee of

\$ NIL (GST incl.)

is due and payable by the Principal if the Principal terminates the agreement.

- iv The Agreed Fee in 3 ii is due and payable by the Principal on exchange of any of the contracts referred to in (a) to (f) above or on completion of the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above or upon demand if any of the contracts referred to in (a) to (d) above or the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above are not completed owing to the default of the Principal.
- v The parties also expressly agree that the Agent shall also be entitled to payment of the agreed buyers fee in 3 ii if the vendor of a Property or a Property is introduced to the Principal by the Agent at any time prior to the termination of this Agreement, and the Principal satisfies any of the requirements set out in 3 ii (a) to (f) within

N/A month(s) after such termination.

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BUYERS AGENCY AGREEMENT

Expenses

4. The Agent shall be entitled to the following expenses incurred. The Principal agrees to advance the funds for the following expenses upon request or reimburse the costs to the Agent upon receipt of an invoice.

Item	Amount	When due and payable
	\$ MIL	
	\$	
	\$	
	\$	
	\$	

Variation of Fees and Expenses

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

Financial Institution Taxes or Deductions

6. 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 and attributable to the affairs of the Principal.

Contract For Sale

7. The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.

Conjunction

8. Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a purchase but only one fee will be payable.

Limit of Agent's Services

9. The Agent shall not perform any other services in connection with the purchase other than as specified in this agreement (or as amended).

GST

10. 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 and Liability

11. The Principal will hold and keep indemnified the Agent against 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 under this agreement.

Financial and Investment Advice

12. 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 advisor.

Material Fact

13. i The Principal warrants that the Principal has supplied the Agent in writing with all material facts in respect of the Principal's proposed property acquisition.
ii In this clause "material fact" has the same meaning as it has in Section 52 of the Property, Stock and Business Agents Act 2002.

Privacy Policy

14. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their obligations under this agreement.

The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including advisors, media organisations, property data service providers, on the internet, to potential vendors, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the Property, owners' corporations, valuers, government and statutory bodies and financial institutions.

The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement.

The Principal can also correct this information if it is inaccurate, incomplete or out-of-date.

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.



STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT

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BUYERS AGENCY AGREEMENT

Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

15. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
N/A	\$
	\$

If no benefit, write in "nil".

Principal's Authority

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

Acknowledgement

17. The Principal acknowledges being served with a copy of this agreement.

Signature of Principal

[Redacted Signature]

[Redacted Signature]

Date

24/7/2014

/ /

Signature of Agent

[Redacted Signature]

Date

24/7/2014