

# GALAZIO PROPERTIES Pty Ltd

Gal 025

23 June 2016

## CONJUNCTION AGREEMENT

The NSW Property, Stock & Business Agents Act & Regulations requires all agents' instructions to be in the form of a written agreement.

BETWEEN LISTING AGENT **John Dabassis**

TRADING AS **Galazio Properties Pty Ltd**

ADDRESS **344a Illawarra Road, Marrickville NSW 2204**

And CO-JOINED AGENT **Gary Mayson**

TRADING AS **x**

ADDRESS **x**

PROPERTY: **x 548-580 Canterbury Road, Campsie NSW 2194**

Special Conditions, **All Payments due paid to GALAZIO PROPERTIES**

Vendor/Occupant,

Vendor's address:

ABN: 24 058 117 588

Phone No: [REDACTED]

ABN: **x**

Phone No: **x**

ACN/ABN:

**Purchase Price: \$ 58ml** (Fifty eight Million Dollars... )

Date of conjunction, 23 June 2016

Conjunction Basis: **\$666.000.00** inclusive of gst

Paid to **x**..... **\$666,000.00 incl of gst** Upon settlement. (Pending on Conditions.)

### Conditions: As per Agreement

1. All offers, negotiations and other communications with the Principal are to be conducted through the office of the listing Agent.
2. This agreement shall terminate in any of the following circumstances:
  - (a) On the instructions of the Principal.
  - (b) By mutual agreement, subject to the Principal's concurrence.
  - (c) On termination of the Listing Agent's agency.
  - (d) In the case of an open listing and solicited conjunction, at the end of 120 days unless extended by further agreement in writing.
3. Any amounts which are payable by the Listing Agent to the Co-Joined Agent in respect of this agreement are expressed net of any Goods and Services Tax ("GST") liability of the Co-Joined Agent in respect of services provided by the Co-Joined Agents under this agreement. Any amounts payable by the Listing Agent to the Co-Joined Agent in respect of this agreement will be increased to include any GST payable by the Co-Joined Agent in respect of taxable supplies (as defined in the GST Legislation) provided by the Co-Joined agent under this agreement to which amounts relate.

**John Dabassis** .....lic No 10044616 / **x** .....

(Signature of Listing Agent)

*LIC No: 6554WH.*

.....lic No: .....

(Signature of Co-Joined Agent)

Note: Section 39B (1) of the Property, Stock and Business Agents Act states, "An agreement between licensees (not being licensees who are in partnership with one another or in the relationship of employee with on another) to share and commission, fee, gain or reward paid or payable to a licensee in respect of any services performed by him as a licensee is unenforceable unless the agreement is in writing, is signed by the licensees and contains such terms (if any) as may be prescribed."

**Co-Joined Agent to sign and return to Listing Agent**

## Legal &amp; Compliance



**CONJUNCTION AGREEMENT  
WHERE JLL  
IS THE CONJUNCTING AGENT**

BETWEEN: **John Dabassis- Galazio Properties Pty Ltd ABN 24 058 117 588** the "Listing Agent"  
 Of: **344a Illawarra Road, Marrickville, NSW 2204** Tel. No: [REDACTED]  
 AND **Jones Lang LaSalle (NSW) Pty Limited ABN 37 002 851 925 Licence Number: 234065** the "Co-Joined Agent"  
 Of: **420 George Street, Sydney NSW 2000\*** Tel. No: [REDACTED]  
 IN RELATION TO: **548-568 Canterbury Road, Campsie, NSW 2194**  
 AND: **548-568**  
 (Referred to below as 'the Property') (inclusions – Fixtures & Fittings)

**1 RIGHTS AND TERM**

- 1.1 The Listing Agent grants the Co-Joined Agent the right to market the Freehold interest in the Property.  
 1.2 This Agreement continues in force until it is terminated, which occurs only upon one of the following happening:  
 1.2.1 the interest in the Property being marketed is transferred or divested (in which case this Agreement is deemed terminated upon the transfer or divestment); or  
 1.2.2 the Listing Agent terminates this Agreement by 30 days' notice in writing to the Co-Joined Agent; or  
 1.2.3 the Listing Agent ceases to have a contract with the principal in relation to the marketing of the Property (the "Principal Agency Agreement")

**2 MARKETING**

- 2.1 The Co-Joined Agent may advertise and/or otherwise promote the sale of the Property.  
 2.2 If permitted by clause 2.1, the Co-Joined Agent will advertise the Property as follows (or as alternatively agreed between the parties) "Marketing Details".  
 2.3 Any advertising or promotion, if permitted by clause 2.1, is to be solely at the Co-Joined Agent's cost.

**3 DISCLOSURE OF INFORMATION**

- 3.1 Each party must promptly inform the other of any information that is material to the marketing of the Property or the relationship between them.  
 3.2 The Listing Agent:  
 3.2.1 warrants that all information provided by it to the Co-Joined Agent at any time is and will remain complete, correct, and is not misleading;  
 3.2.2 indemnifies the Co-Joined Agent against any loss, damage or liability (including all legal fees incurred in defending an action) in relation to a claim by any party arising out of that information being inaccurate, incomplete or incorrect; and  
 3.2.3 indemnifies the Co-Joined Agent against any loss, damage or liability (including all legal fees incurred in defending any action) in relation to any claim by any party arising out of or in relation to this Agreement.  
 3.3 The Co-Joined Agent:  
 3.3.1 must disclose to the Listing Agent the identity of any potential Purchaser of the Property before introducing that party to the Property;  
 3.3.2 must not introduce any party to the Property if the Listing Agent has already communicated the existence of the Property to that party; and  
 3.3.3 except where permitted by the Listing Agent, must not communicate with the principal that has engaged the Listing Agent under the Principal Agency Agreement, other than through the Listing Agent.

**4 CO-JOINED AGENT'S FEE**

- 4.1 If, during the term of this Agreement:  
 4.1.1 the Listing Agent becomes entitled to a fee under the Principal Agency Agreement;  
 4.1.2 the fee became payable in relation to the successful transfer or divestment of the interest being marketed; and  
 4.1.3 the Co-Joined Agent introduced the party to whom the transfer or divestment was made,  
 then the Co-Joined Agent will forthwith be entitled to payment of \$666,666.00 incl of gst as a flat fee assuming a sale price of \$68,000,000 or above ~~percent of the fee to which the Listing Agent is entitled.~~

**5 GENERAL**

- 5.1 Termination of this Agreement is without prejudice to any party's rights accrued or obligations incurred under this Agreement before termination.  
 5.2 This document can only be varied if agreed in writing by the parties.  
 5.3 No Agent will be jointly or severally liable to the other Agent in respect of any liability incurred by that other Agent or any third party under this Agreement.

*[Signature]*  
 23 June 16

DATED the 23<sup>rd</sup> day of JUNE 20 16



(Signature of Listing Agent)



(Signature of Co-Joined Agent)

JOHN DABASSIS  
JOHN DABASSIS

Gary Mason