

The document below is provided by way of information only and must not be used or relied upon without legal advice in every case.

FURTHER TERMS OF SALE

Clause No DUE DILIGENCE CLAUSE

- (a) The Due Diligence Date, if not specified on the Front Page of this agreement is the later of day the day of 201..... and working days after a copy of this agreement has been supplied to the purchaser's solicitor.

- (b) This Agreement is
 - (i) granted in consideration of the Purchase Price set out on the Front Page or elsewhere and also, for this due diligence clause, in consideration of the separate and additional and non-refundable payment of the sum of \$1 payable on demand by the purchaser to the vendor, and is

 - (ii) subject to and conditional upon the purchaser through its advisors completing due diligence and confirming that this clause is satisfied, (meaning confirmed as satisfactory in all respects to the purchaser) by 5:00 pm on the Due Diligence Date.

- (c) It is agreed that due diligence may (at the option of the purchaser) include all or any of the following:
 - (i) approval of title and of all licence and leasehold interests and reversions, and

 - (ii) If this agreement is for the purchase of a business, the tangible and intangible assets of the business, its operations, its compliance requirements, and the purchaser's perceived eligibility to obtain by Possession Date all requisite licences to enable it to operate the business, and

 - (iii) all legal, structural, zoning and environmental, and insurance issues affecting the business and/or the property purchased, and

 - (iv) all rating and L.I.M. matters, and

 - (v) the location and suitability of the property or premises, and

 - (vi) the opportunity provided by this agreement in relation to other opportunities which may be available to the purchaser.

- (d) This due diligence clause is inserted for the sole benefit of the purchaser who may decline without reasons to confirm due diligence as satisfied.

- (e) To assist the purchaser with the completion of its due diligence the vendor agrees to provide such information as the purchaser may reasonably require.

Initials of vendor

Initials of purchaser