

AND CONTINUING AGENCY

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

PARTIES

cipa	

Christopher Gilroy Taylor					
ABN / ACN NIL		GS	ST Registered	Yes	X No
Address 19 Smith Avenue, Albion Park, NSW					
			Postcode 2	2527	
Phone: Work NIL	Home NIL	Mobile	0497 376 898		
Email* (see note) +@btophsta_11@hotmail.com					
Lauren Chin					
ABN / ACN NIL		GS	ST Registered	Yes	X No
Address 19 Smith Avenue, Albion Park, NSW					
			Postcode 2	2527	
Phone: Work NIL	Home NIL	Mobile	0487 954 712		
Email* (see note) laurenac.91@gmail.com					

Note: If there are more than two principals that are individuals or if there is more than one principal that is a corporation, refer to and complete the Annexure to this agreement titled "Additional Principal Annexure". Otherwise, that Annexure does not need to be completed or included in this agreement.

Agent

Laurence Morgan Pty Ltd	
Licensee's Licence No.** (see note) 10046299	
ABN / ACN 37 609 905 222	GST Registered X Yes No
Trading as Laurence Morgan - Woonona	
Address 2, 413-415 Princes Highway	
WOONONA, NSW	Postcode 2517
Phone: Work 02 4207 9484	Mobile 0401675077
Email*** (see note) johnoreilly@laurencemorgan.com.au	
** Note: If the Agent trades as a corporation the licensee's licensee's	ce number is the corporation's licence number.
*** Note: By including your email address, you consent to service documents required to be served under or because of t	of any documents, including this agreement and any his agreement, by way of email.

Note: If the Agent consists of more than one person or legal entity, refer to and complete the Annexure to this agreement titled "Joint Agent Annexure". Otherwise, that Annexure does not need to be completed or included in this agreement.

INSTRUCTION TO SOLICITOR/CONVEYANCER

Once the agreement is signed, the Agent is to scan the QR code to use REI FastTrack Contract to instruct the solicitor/conveyancer.

^{*} Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.



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PROPERTY Address of Desperts for Cole	
Address of Property for Sale 19 Smith Avenue, Albion Park, NSW, 2527	
19 Smilli Avenue, Albion Fark, NSW, 2327	
Description of the Property and other details required to identify the Property	
3 Bedroom, 2 living space, big alfresco outdoor entertaining with large backyard.	
Inclusions (including any fixtures and fittings)	
blinds curtains insect screens stove range hood fixed floor coveri	ngs solar panels
built-in wardrobes dishwasher light fittings pool equipment clothes li	ne TV antenna
Others Not known to the agent at the time of inspection, refer to the contract for sale	
Covenants/easements/defects/notices/orders as specified in the contract for sale, if known	
Easement for electricity company to check on lines through to neighbours property. Entry from the rear of the yard a	nd through into neighbou
Offered: 🕱 with vacant possession 🗌 subject to existing tenancies	
Special Conditions (if any) as specified in the contract for sale	
Not known to the agent at the time of inspection, refer to the contract for sale	
Refer to Clauses 4 & 5 regarding special instructions about the marketing and showing of the Property.	
PRICE	
The Agent's opinion as to current estimated selling price (or price range) \$770,000.00 - 810,000.00	
Note: This opinion is not to be construed as a valuation and if a price range is used then the highest price in the not be more than 10% higher than the lowest price in the price range.	ne price range must
The Principal instructs the Agent to market the Property (including GST, if any) at: \$790,000.00 - 840,000.00	
Note: The price at which the Property is marketed cannot be less than the Agent's current estimated selling p	rice for the Property.
The Agent's recommended method of sale Private Treaty	
PRINCIPAL'S SOLICITOR CONVEYANCER	
Firm Dribbus Lawyers	
Name of Solicitor/Conveyancer Murray Dribbus	
Address 1. Business 69-71 Church Street, WOLLONGONG, NSW 2500	
2. Address for Service of Documents NIL	
Phone: Work NIL Mobile 0410464206 Email murray@dribbuslawyers.com.a	u
DATE REPORT WAS PREPARED: 05/09/2022	
I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.	
Signature of Agent / Authorised Representative Name of Signatory	Date
John O'Reilly John O'Reilly	07-09-2022
, L	

Note 1: This part of the agreement may be signed by an assistant agent.

Note 2: If the Agent consists of more than one person or legal entity, refer to and complete the Annexure to this agreement titled "Joint Agent Annexure". Otherwise, that Annexure does not need to be completed or included in this report.



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geno	cy Period				
	consideration of the Agent promising to use their best endeavou Agent exclusive selling rights of the Property for a period from		Proper to	rty, the Principal hereby 03/12/2022	grants to
inc	lusive now called the "Exclusive Agency Period".	35/35/2522		32,1-2,-3-2	
i	In addition to the exclusive selling rights granted to the Agent exclusive selling rights of the Property commencing on the expuntil such time as either the Property is sold or this agreement prejudice to either party's rights accrued or obligations incurred Agency Period".	oiry of the Exclusive A is terminated by either	gency party	r Period specified in Cla r giving notice in writing	ause 1 and g, but withou
ii	If the Exclusive Agency Period is for a fixed term exceeding 9 penalty at any time after the end of the first 90 days by giving contract for sale provides for the construction by the Principal	30 days notice in writ	ing (th	iis clause does not app	
gent	's Remuneration				
. i	The Agent shall be entitled to a fee of				
	1.2%				(GST incl.)
	if during the Exclusive Agency Period the Property is sold either (a) by the Agent; (b) by any other agent; or (c) by the Principal.	er:			
ii	The Agent shall be entitled to a fee at the agreed amount if at Period the Principal enters into a contract for the sale of the Pr or the Property during the Exclusive Agency Period by the Age	operty with a purchas	er effe	ectively introduced to t	
iii	The Agent shall be entitled to a fee at the agreed amount if du introduces to the Principal or the Property a purchaser who substitute the property and the pro				ctively
iv	The Agent's fee is calculated on the selling price. If the sale is inclusive selling price.		_		on the GST
٧	The Agent's remuneration in the event of a sale at the Agent's	estimate of selling pri	ce wo	ould equate to	
	\$9,240.00 - 9,720.00				(GST incl.
vi	The fee to which the Agent is entitled shall be due and payable	e upon demand:			_
	(a) on completion of the sale; or				
	(b) if the sale is not completed owing to the default of the Prin	cipal after the parties	have (entered into a binding o	contract; or
	(c) if after the entering into of the contract the Principal and th	e purchaser mutually a	agree	not to proceed with the	e contract; o
	(d) upon the termination of the contract by the Principal if the the fee is the same or less than the amount of the deposit.				urchaser and
	DRTANT: This is an exclusive agency agreement. This means y at (or you) sells the property or introduces a buyer who later buy		ne age	ent commission even if	another
	RNING: Have you signed an agency agreement for the sale of t 2 commissions (if this agreement or the other agreement you ha				
	RNING: The term immediately above provides that a commission erty is not completed.	n is payable under this	s agre	ement even if the sale	of the
spe	ction				
	less otherwise instructed by the Principal, any prospective purcl cumstances:	naser is entitled to insp	oect th	ne Property in the follow	wing
Pi	rospective purchasers are to be accompanied through the property b	y a representative of th	e agen	ncy nominated on this ag	reement.
romo	otional Activities				
	e sale of the Property is to be advertised and/or otherwise pro	noted			
	as per the attached schedule OR not advertised				
	as follows:				
_					
N.	IL				
Fo	r Sale Sign: Permission is hereby granted for the Agent to erect	"For Sale" signage	x Ye	es No	
	,			1 1 5	

signage.

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

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Marketing Sales Contract

6.	Does the Principal wish for a marketing sales contract to be prepared by REI Quicontract and e-mailed to the	Yes	¥ No
	Principal, the Agent and the Principal's lawyer/conveyancer (if any) for approval?	103	~ 140

Note: The marketing sales contract referred to in this clause may not include copies of all documents prescribed by law to be attached to a contract for sale and should be forwarded to a lawyer or conveyancer appointed by the Principal for review.

Services, Charges and Expenses

7. The Agent shall perform the following services and be entitled to reimbursement of the following charges and expenses incurred by them:

Service	Amount	When due and payable by the Principal
As per attached schedule	As per attached schedule	As per attached schedule
NIL	NIL	NIL
TOTAL amount of expenses or charges the Agent expects to incur and for which the Agent is entitled under this agreement to be reimbursed (incl GST where applicable).	NIL	NIL

Variation of Services, Charges and Expenses

The services to be provided by the Agent and any 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.

9. It is agreed that all monies paid by the purchaser as deposit monies shall be held by the Agent in trust as stakeholder pending completion.

Authority to Deduct

10. If any money is received by the Agent on behalf of the Principal, then the Principal authorises the Agent to deduct all of the Agent's fees, expenses and charges set out in this agreement before accounting to the Principal or the Principal's solicitor / conveyancer.

Payment to Principal	
11. If money held by the Age	at becomes due to the Principal, then the Principal directs the Agent to pay that money by:
Cheque Yes X No	Electronic Funds Transfer (EFT) Yes No
If by EFT: Account Name	To be confirmed
BSB To be confirmed	Account No. To be confirmed

Financial Institution Taxes or Deductions

12. 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.

- 13. Where the Property is residential property (as defined in Division 8 of Part 4 of the Conveyancing Act 1919 (NSW)), the Agent cannot act on behalf of the Principal in respect of the sale of the Property unless the Agent has a copy of the proposed contract for sale in respect of the Property available for inspection.
- 14. The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.

Conjunction

15. Unless otherwise instructed, the Agent is authorised to utilise the services of other licensed agents to act in conjunction with the Agent in order to perform the duties and services set out in this agreement (including, without limitation, to effect a sale) but only one fee is payable.

Limit of Agent's Services

16. The Agent does not undertake to perform any other services in connection with the sale.

GST

- **17.** i 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.
 - The parties agree that the time of supply for GST purposes shall be the completion date of the sale.

Agent's Indemnity, Liability and Release

18. The Principal will hold harmless 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 under this agreement.



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Financial, Investment, Taxation and Other Advice

19. WARNING: The Principal acknowledges that any financial, investment, taxation or other 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, investment and/or taxation advisor or other appropriately qualified expert.

Material Fact

- **20.** 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 Property and will keep the Agent updated in writing of any changes to material facts.
 - ii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) requires the Agent to disclose all material facts to prospective and actual purchasers.
 - The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective and actual purchasers of the Property.
 - iv In this clause "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW).

Privacy

- 21. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information collected, held, used and disclosed for the purposes which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
 - This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.
 - The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the Property; (b) acting on behalf of the Principal in accordance with this agreement; (c) where applicable, advertising, promoting and, otherwise, marketing the Property for sale; (d) negotiating any prospective sale of the Property; (e) liaising and exchanging information with the Principal, the ultimate purchaser, prospective purchasers and each of their legal and other advisors in relation to or in connection with any sale of the Property (including with respect to the contract for sale); (f) complying with this agreement, any applicable law and any dispute resolution process; (g) managing, serving and signing (or arranging signing of) this agreement and managing any sale of the Property (including assisting with the exchange of the contract for sale and the preparation of any required statements of account); and (h) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those third parties with the Principal's personal information.
 - iv If the personal information outlined in this agreement or requested by the Agent 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 may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
 - v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including actual or prospective purchasers, the legal and other advisors of the Agent, Principal, purchaser and/or prospective purchasers, and any agent (if applicable), clients of the Agent both existing and potential, advertising and media organisations, property data service providers, valuers, parties engaged to evaluate the Property, owners' corporations, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
 - vi 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 (by ticking the box below) or has previously told the Agent not to.
 - vii If the Principal **does not** wish to receive any information about such products and services then please tick this box: **x** or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
 - viii The Principal has the right to request access to any personal information held by the Agent which relates to it, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
 - ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
 - x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
 - xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
 - xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
 - xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in the manner described in this clause.



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Disclosure of Rebates, Discounts, Commissions or Benefits

22. 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, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

N	lame of Third Party	Nature of relationship with Third Party	estimated amount of rebate, discount, commission or benefit	
	NIL	NIL	NIL	
	NIL	NIL	NIL	
	NIL	NIL	NIL	
	NIL	NIL	NIL	
If	no rebate, discount, commission or benefi	t. write "nil".		
	sipal's Authority	•		
	he Principal warrants that the Principal has	authority to enter into this agreement.		
	ice and Signing			
	he Principal acknowledges being served w	vith a copy of this agreement.		
c a re	grees that the Principal's electronic signation	party platform to facilitate the service ure and initials created for the purpose nd initials for all purposes when the Prir	by the Principal by way of electronic and signing of this agreement), the Principal of signing this agreement will be the electronic ncipal electronically signs this agreement, just	
_	he Principal acknowledges that by signing ee.	this agreement the Principal is denied	the right to sell the Property without paying a	
Warr	anty			
tl		ded. The Principal agrees to keep the A	greement is true, correct and complete and that Agent updated, in writing, of any changes to	
Worl	k, Health and Safety			
28. T	he Principal acknowledges that, at all mate	erial times:		
i	i the Principal has sole management and control of the Property listed for sale to the exclusion of the Agent;			
ii	ii the Agent acts under the direction, management and control of the Principal to facilitate the real estate transaction between the Principal and the purchaser; and			
iii	the Principal is the person conducting a regulations and other requirements.	business or undertaking for the purpos	es of all work, health and safety laws,	
	he Principal acknowledges, so far as reasonale and that the Property is:	onably practicable, that the Principal ha	s thoroughly inspected the Property prior to	
i	without risk to health and safety XY6	es No		
	OR	lin the contract for colo	□ NI=	
jj Latest	•	I in the contract for sale Yes	No	
30. If		erence in this agreement to a party co	em jointly and each of them severally. Also, nsisting of more than one person or legal entity	
Anne	exure			
	n the interpretation and application of this a greement and a reference to this agreeme		is a reference to an annexure to this	
Cons	sumers Guide			
	he Principal acknowledges that they have desidential Property" prior to signing this ag		guide "Agency Agreements for the Sale of Date 05/09/2022	
Cool	ling-Off Period:			
C			ment. If you do not wish to continue with this	
	e you waived the cooling-off period in writing			

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PRINCIPAL

If Principal is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically. I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

eventi i sign triis agreement electronica	ally.	eventi i sign triis agreement electronic	ally.
Signature of Principal / Authorised Representative			
Lauren Chin			
06-09-2022 06-09-2022			
Name of Signatory			
Christopher Gilroy Taylor, Lauren Chin			
Authority of Signatory (delete whicheve	r is not applicable)	Authority of Signatory (delete whicheve	r is not applicable)
Power of Attorney/Authority Letter		Power of Attorney/Authority Letter	
(attach a copy)		(attach a copy)	
Note 1: The "Authority of Signatory" box Principal signing this agreement on beha	ג above only needs to b alf of the Principal. If so,	be completed if the signatory is an Authorised F , please attach either a copy of the power of att	lepresentative of the orney or authority letter.
Note 2 : If there are more than two principal Annexure". Otherwise, that Annexure	pals that are individuals nexure does not need to	s, refer to and complete the Annexure to this ag o be completed or included in this agreement.	reement titled "Additiona
(to be signe	d by 2 directors, or 1 directo	or and 1 secretary, or sole director and sole secretary, or	authorised officer or Attorney
If Principal is a corporation I agree to be legally bound by the term	s of this agreement ev	ren if I sign this agreement electronically.	
EXECUTED for and on behalf of NIL		ACN NIL	
pursuant to section 127 of the Corpora	tions Act 2001 (Cth):		
Signature of Director/Secretary/ Authorised Representative	Date	Signature of Director/Secretary/ Authorised Representative	Date
Name of Signatory		Name of Signatory	
Authority of Signatory (delete whicheve	er is not applicable)	Authority of Signatory (delete whicheve	er is not applicable)
Director/Secretary/Authorised Office	r/	Director/Secretary/Authorised Office	r/
Attorney (attach a copy of Power of Attorn if applicable)	ey	Attorney (attach a copy of Power of Attorned if applicable)	ey
Principal Annexure". Otherwise, that Annexure		refer to and complete the Annexure to this agre to be completed or included in this agreement.	ement titled "Additional
AGENT			

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative Name of Signatory

John O'Reilly John O'Reilly 07-09-2022

Note 1: This part of the agreement MUST NOT be signed by an assistant agent

Note 2: If the Agent consists of more than one person or legal entity, refer to and complete the Annexure to this agreement titled "Joint Agent Annexure". Otherwise, that Annexure does not need to be completed or included in this agreement.

INSTRUCTION TO SOLICITOR/CONVEYANCER

Once the agreement is signed, the Agent is to scan the QR code to use REI FastTrack Contract to instruct the solicitor/conveyancer.

Date



Agency agreements

for the sale of residential property

Selling a home is something many people do only once or twice in a lifetime, so it pays to do some homework before signing up with an agent to sell your property for you.

When you sign up with an agent, you enter into a legally binding contract. This fact sheet explains what your rights and responsibilities are under that contract.

You have a cooling-off period of 1 day starting from when you sign the agreement. You can cancel the agreement in this time if you are not happy with it (more information over the page).

Choosing a real estate agent

To sell a home in New South Wales, an agent must have a real estate agent's licence issued by NSW Fair Trading. You should check the licence details of all agents you are thinking of using before signing up with your preferred choice. You can do a licence check online through the Fair Trading website or by calling 13 32 20.

To find the right agent for your needs, you should shop around. If possible, get the names of one or two agents from other home owners in your area who have recently sold. We suggest you talk to at least three agents and:

- · make sure they have a valid licence
- get a list of all their fees
- find out if they have a good knowledge of your area
- · ask if they adhere to a code of ethics.

Signing up with an agent

Before the agent can market your property, they must sign a contract with you, called an 'agency agreement'. An agency agreement is a legally binding contract and it is important that you read and understand it.

If you are not sure about the agreement terms you should get legal advice.

Signing an agency agreement means that you authorise an agent to do certain things for you in relation to the

sale of your property, such as arranging advertising and inspections and receiving deposits from buyers. The agreement must specify what the agent is authorised to do for you and must state all commissions and any other costs you may be liable to pay.

What is in the agency agreement

The agency agreement must state:

- the services the agent will provide for you
- the amounts of any fees or commission you agree to pay for those services
- the circumstances in which the agent is entitled to payment – for example, commission is usually payable only when the property is sold
- how and when payment is to be made for example, whether the agent can deduct their commission from the deposit money paid by the buyer
- warnings about circumstances in which you might have to pay commission to more than one agent (see information on page 2 about the different types of agency agreement)
- from 1 March 2015 inclusive, a warning about the commission if the agreement includes a term that a commission is payable even if the sale of the property is not completed
- the extent of the agent's authority to act for you for example, whether the agent is permitted to exchange a sale contract on your behalf or make changes to the sale contract
- the agent's estimated selling price for the property. The price may be a single price or a price range. Note: If a price range is used the highest price cannot exceed the lowest price by more than 10%. An agent is required to amend their estimated selling price if it is no longer reasonable, notify you in writing and amend the agency agreement. Your consent is not required to amend the agreement with the revised estimated selling price. The agent must provide you with evidence of the reasonableness of their estimated selling prices.





You have the right to negotiate with the agent about the terms and conditions of the agreement and to ask for any legally permitted changes to be made. Alterations made to the agreement need to be signed by all parties, except if the agent revises their estimated selling price for your property.

The NSW Fair Trading website contains more information about the estimated selling price and what an agent must do when advertising or making a statement about the likely selling price of your property to potential purchasers.

Commission, fees and expenses

The amounts charged by agents are not set by law. You can negotiate with the agent about the amounts of any commissions, fees or other expenses that you may be required to pay. Before signing an agreement, it is a good idea to talk to a few agents and compare their prices. Ask each agent for a printed list of their fees and commission rates and the expenses they charge.

Disclosure of rebates and discounts

The agency agreement may require you to pay the agent for certain expenses in relation to the sale of your home, such as advertising, auctioneer's fee, or any other services the agent may arrange for you, such as cleaning, decorating or landscaping.

Sometimes the amount the agent has to pay for the service is less than what you are being asked to pay. This can occur if the agent receives a commission or discount from the provider of the service for being a regular customer – for example, some newspapers pay a commission to the agency at the end of the year based on how much advertising was placed.

The agency agreement must state the amounts or estimated amounts of any such commissions or discounts and from whom they are received. You can negotiate with the agent about whether you should pay the full amount.

Ending the agreement

The agency agreement usually has a specified period (a 'fixed term') during which the agreement cannot be

ended unless you and the agent both agree. If the agreement is open ended (that is, it does not have a fixed term) it must state how the agreement can be ended.

The length of any fixed term is negotiated between you and the agent, there is no minimum or maximum set term. The fixed term will depend on how long you and the agent think it will take to sell the property.

If the fixed term is longer than 90 days, you can give the agent 30 days written notice to end the agreement after 90 days. Of course, if the fixed term has less than 30 days left to run, you can just give notice to end the agreement at the end of the fixed term – check your agreement to see how much notice you need to give. If you are not sure how to end the agreement, you should seek legal advice.

If you are not happy with an agent's services, it is important to properly end your agreement with them before signing up with another agent. Otherwise both agents may charge you commission when the property is sold.

Types of agency agreements

There are several different kinds of agency agreements for the sale of residential property. It is important to be aware of the kind of agreement you sign, because it affects your rights and the amount of commission you may have to pay. You should discuss the agreement with a legal adviser if you are not sure about your rights. The following is an overview of the different types of agreements.

Exclusive agency agreements

Exclusive agency agreements are commonly used for the sale of residential property. In this kind of agreement, you give exclusive rights to one agent to sell your property. This may entitle the agent to be paid commission if the property is sold during the fixed term of the agreement, even if the property is sold by you or by another agent. The agent may also be entitled to commission if the property later sells to a person who started negotiating for the property with the original agent.





Sole agency agreements

This is similar to an exclusive agency agreement. You give rights to one agent to sell the property but you may find a buyer yourself. If you find a buyer who has not been introduced by the agent, then no commission is payable to the agent.

General listing / Open agency agreement

This lets you list your property with a number of agents. You pay a commission to the agent who finds the buyer.

Multiple listing

This occurs when you deal with an agent who is part of a network of agents working together to sell your home. It covers both auction and private treaty. You pay a commission to the agent you signed up with.

Auction agency agreement

This is effectively an exclusive agency agreement where the property is listed for auction.

Cooling-off period

The agency agreement becomes binding when the principal (that is, you as the owner/s [vendor/s] of the property, or someone who is legally acting for you) and the agent have signed it. There is then a cooling-off period of 1 business day during which you can cancel (or 'rescind') the agreement. Saturday is included for the purposes of the cooling-off period, but public holidays are not.

The cooling-off period starts when you sign the agreement and ends at 5pm on the next business day or Saturday. For example, if you sign the agreement on a Friday, the cooling-off period ends at 5pm on Saturday. If you sign up on Saturday, the cooling-off period would usually end at 5pm on Monday, unless that is a public holiday, in which case it will end at 5pm on Tuesday.

The cooling-off period gives you time to read the agreement, consider the terms you have agreed to, including the agent's fees, and get independent advice if you have concerns about any aspect of the agreement. Talk to the agent – they may be willing to change things in the agreement that you are not happy about.

Cancelling the agreement during the coolingoff period

If you decide to cancel (or 'rescind') the agreement during the cooling-off period, you need to deliver a 'notice of rescission' to the agent.

This simply means giving the agent a written notice or letter which:

- is addressed to the agent (use their name as given in the agency agreement),
- states that you are rescinding the agreement, and
- is signed by you (and any other person named on the agreement as a principal [vendor]) or by your solicitor/s.

You can hand the notice to the agent in person, deliver it to or leave it at the agent's office or the agent's address as given in the agency agreement, email it to an address specified by the agent as an address to which emails to the agent must be sent, or fax it to the agent. Make sure to keep a copy for your records.

The agent cannot charge you any fees or costs in relation to an agreement that has been rescinded correctly. Any money you have already paid to the agent must be refunded to you.

Waiving your cooling-off rights

If you are sure that you wish to go ahead with the agency agreement, you can waive, or forego, your right to a cooling-off period by signing a separate waiver form when you sign the agreement.

The cooling-off period can be waived only if the agent gave you the following documents at least 1 business day before you signed the agency agreement:

- a copy of the proposed (unsigned) agency agreement, and
- a copy of this fact sheet.

For example, on Thursday morning the agent gives you a copy of the unsigned agreement and this fact sheet, which you read and consider carefully. On Friday afternoon you sign the agency agreement and the waiver form. The agency agreement immediately becomes





binding and the agent can get to work on selling your home.

The Contract of Sale

A residential property cannot be advertised for sale until a Contract of Sale has been prepared. The contract must contain a copy of the title documents, drainage diagram and the Zoning Certificate (s 10.7) issued by the local council. Property exclusions must also be included and a statement of the buyer's cooling-off rights must be attached.

If you are selling a residential property that has a swimming pool or spa, ensure it is compliant with the **Swimming Pools Act 1992**. For more information and to check your responsibilities, or to check if a property with a swimming/spa pool has a current certificate of compliance, visit the NSW Swimming Pool Register website at www.swimmingpoolregister.nsw.gov.au

The draft contract must be available for inspection at the agent's office. It is important that you consult your solicitor or conveyancer about preparing the contract to make sure that everything is in order.

Exchange of contracts

The contract exchange is a critical point in the sale process. Be aware of the following important conditions in the exchange of contracts:

- The buyer or seller is not legally bound until signed copies of the contract are exchanged.
- Buyers of residential property usually have a cooling-off period of 5 working days following the exchange of contracts during which they can withdraw from the sale.
- If the agent arranges exchange of contracts, the agent must give copies of the signed contract to each party or their solicitor or conveyancer within 2 business days.
- The cooling-off period can be waived, reduced or extended by negotiation.

- There is no cooling-off period for sellers. Once contracts have been exchanged, sellers are generally bound to complete the agreement.
- There is no cooling-off period when purchasing at auction.

If you encounter problems

If an issue arises during the sale process that you are unhappy with, check your copy of the selling agency agreement to clarify your rights and obligations.

Try to sort out the problem by talking to the agent.

Make certain that any instructions you give the agent are in writing, and keep a copy. If you think the agent has charged a fee to which they are not entitled, or believe the fee charged is excessive, you can apply to the NSW Civil and Administrative Tribunal (NCAT) to settle the matter.

Other tips

If you need further assistance to resolve a problem, consider the following:

- If your agent is a member of a professional association, contact that association. They can be helpful in resolving disputes.
- You can also seek legal advice from a solicitor or the Chamber Magistrate at your nearest Local Court.
- If your complaint concerns your solicitor, you can lodge a complaint with the Office of the Legal Services Commissioner.
- If your complaint concerns your conveyancer, you can lodge a complaint with NSW Fair Trading.

More information

NSW Fair Trading can give you more information about the laws applying to property sales and agents. Contact Fair Trading on 13 32 20 or visit the Fair Trading website.

www.fairtrading.nsw.gov.au Fair Trading enquiries 13 32 20 TTY 1300 723 404 Language assistance 13 14 50 This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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AND CONTINUING AGENCY

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

Joint Agent Annexure

Joint	
Agent	

NIL	
Licensee's Licence No.**** (see note) NIL	
ABN / ACN NIL	GST Registered Yes X No
Trading as NIL	
Address	
	Postcode NIL
Phone: Work NIL	Mobile 0401675077
Email***** (see note) johnoreilly@laurencemorgan.com.au	
**** Note: If the Agent trades as a corporation the licensee's licence	e number is the corporation's licence number.
***** Note: By including your email address, you consent to service documents required to be served under or because of t	of any documents, including this agreement and any his agreement, by way of email.

1. Sales Inspection Report

Note: This signature block for the Sales Inspection Report is to be signed by a joint agent, if applicable.

This part of the agreement may be signed by an assistant agent.

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative	Date
John Oleilly	
, V	07-09-2022
Name of Signatory	
John O'Reilly	

2. Exclusive Agency Agreement

Note: This signature block for the Exclusive Agency Agreement is to be signed by a joint agent, if applicable.

This part of the agreement MUST NOT be signed by an assistant agent.

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative	Date
John Oleilly	07-09-2022
Name of Signatory	07-09-2022
John O'Reilly	

Agency Agreement Pricing Annexure

Pro	operty Address: 19 Smith Avenue, Albion Park, NSW, 2527
1.	I/We confirm the agent has provided sales evidence of comparable properties (attached) to form their estimated selling price of \$ 770,000.00 to \$ 810,000.00
2.	I/We currently consider the range of the agents estimated selling price to be fair and reasonable.
3.	I/We reserve the right to vary our expectations or the advertised/quoted price at any stage and I/we will advise you accordingly in writing.
1.	I/We confirm our instructions to promote the above property at the following price (choose one only)
	lacktriangleright Price range of \$ 790,000.00 to \$ 840,000.00 (private treaty or auction) or
	Market the property at a single price guide of \$; (private treaty or auction)
	No price indication at all, but buyers can be given a copy of the comparable sales used at the agent's discretion (private treaty or auction)
5.	I/We will provide our final reserve price in writing prior to the scheduled auction, upon receiving all feedback from the market.
6.	Should I/we decline an offer, which is above the bottom figure of the displayed price range, the advertised/ quoted price will be amended as soon as practical to show a new price range which is not less than the price which was declined.
Ch	nristopher Gilroy Taylor, Lauren Chin
Ve	ndor/s Name/s
	Lauren Chin
	06-09-2022 06-09-2022
Ve	ndor/s Signature/s
Joh	or Okeilly
Aç	gent/s Signature/s
_	

Relevant Sales

Vendor Name/s: Christopher Gilroy Taylor, Lauren Chin

Property Address: 19 Smith Avenue, Albion Park, NSW, 2527

SOLD PRICE	SOLD DATE
\$800,000.00	25/3/2022
\$775,000.00	10/8/2022
\$770,000.00	1/10/2021
\$830,000.00	30/5/2022
	\$800,000.00 \$775,000.00 \$770,000.00

I/We have received and understand the above information from my agent with relation to the sale of my/our property.

DISCLAIMER – While we make every effort to ensure that the information we provide you is correct and up-to-date, we do not warrant its accuracy or reliability. Interested parties should exercise their own independent skill and judgement before they rely on it. In any important matter, you should seek professional advice relevant to your own circumstances.

06-09-2022

06-09-2022

Lauren Chin

Vendor/s Signature/s

07-09-2022

John Okeilly

Agent/s Signature/s

Laurence Morgan

MARKETING PLAN

Property Address: 19 Smith Buenue, Albion Park	
The Essentials	
Photography	
1 or 2 Bedrooms 8 x Images Professional photography with premium editing + floor plan design	\$325
3 Bedrooms 8 x Images Professional photography with premium editing + floor plan design	\$355
4 or 5 Bedrooms 8 x Images Professional photography with premium editing + floor plan design	\$385
Professional site plan for either a House, Townhouse or Villa	\$40
Online	
Platinum Listing on www.domain.com.au (Includes Ebrochure Listed for 60 Days For all listings below \$799,999	\$750 Residential
Platinum Listing on www.domain.com.au (Includes Ebrochure Listed for 60 Days For all listings above \$800,000	\$880 Residential
Premiere Listing on www.realestate.com.au (Includes Ebrochure back to top on 15th day Listing for 60 days)	★ \$1,753
Exclusive Showcase on www.realestate.com.au for 14 days (not always available)	Complimentary
Standard Listing on www.allhomes.com.au	Complimentary
Standard Listing on www.homely.com.au	Complimentary
Standard Listing on www.laurencemorgan.com.au	Complimentary
Creative	
Copy Writing	Complimentary
Design & Administration	× \$60
Signboard & Window displays	
Photo signboard 1200x2400 (Portrait)	× \$260
A3 Backlit window display card (7 days)	Complimentary
Digital TV window display for length of campaign	Complimentary
Social Media	
Post to Laurerice the agenty agreement & Instagram page	Complimentary
Buyer Database	
Just Listed email to prospective buyers with buying requirements that match your property 06-09-2022	Complimentary
Just Listed SMS to VIP buyers that we know will love your property	Complimentary

Laurence Morgan

Additional Marketing

Photography			
5 x Images Professional drone photography with premium editing		\$220	
Professional drone and property videography including video production (max 59 seconds)	\$720		
Professional property videography including video production (max 59	\$610		
1 x Image Professional photography with premium editing (Dusk/Twilight) 1 x Image Professional photography with premium editing	Quantity		
Professional floor plan - Redraw only (If plans are not correct then additional charges will occur)		\$95	
Virtual staging	Quantity	\$66	
Virtual staging with furniture removal	Quantity	\$88	
Signboards			
LED photo lightboard 1200x2400 (20m power lead and timer include	d)	\$500	
LED photo lightboard 1800x2400 (20m power lead and timer include	ed)	\$700	
Photo signboard 1800x2400 (Portrait)		\$420	
Photo signboard 1350x2400 (Portrait)		\$350	
For Sale Signboard 1200x2400 (Agent and Agency details only)		\$80	
Auctioneer			
Auctioneer Fee - on site or in room (Paid upon booking and is non refu	indable)	\$695	
Social Media			
Facebook & Instagram Boosted Posts (7 Days)		\$90	
Facebook & Instagram Boosted Posts (14 days)	to pay -	X \$180 Free to	
Facebook & Instagram Boosted Posts (21 Days)		\$270	
Google Ads		☐ \$TBC	
Domain Social Boost		\$400	
Print Advertising			
25x 4 Page full colour property brochures		\$95	
50 x 4 Page full colour property brochures		\$190	
1,000 Just Listed double sided DL cards (including delivery)		\$287	
2,500 Just Listed double sided DL cards (including delivery)		\$450	
5,000 Just Listed double sided DL cards (including delivery)		\$654	

Laurence Morgan

Press Advertising			
Illawarra Mercury Ads			
1/4 page ad	Quantity] \$185
1/2 page ad	Quantity		\$350
Full page ad	Quantity		\$700
Double page spread	Quantity		\$1,200
Domain Magazine in the Sydney Morning Herald & Australian Financia	cial Review		
Quarter Page	Quantity		\$1,010
Half Page	Quantity		\$2,015
Full Page	Quantity		\$4,030
Double Page Spread	Quantity		\$8,620
Domain Prestige in the Australian Financial Review			
Half Page	Quantity		\$1,969
Full Page	Quantity		\$3,014
Double Page Spread	Quantity		\$5,192
Online			
Audience Maximiser			
www.realestate.com.au Targets buyers who have searched similar pro		_	-
around your suburb wherever they are online 10,000 ads over 7 days	5	L	\$249
www.realestate.com.au Targets buyers who have searched similar pro around your suburb wherever they are online 20,000 ads over 7 days			\$399
www.realestate.com.au Targets buyers who have searched similar pro around your suburb wherever they are online 30,000 ads over 7 days			\$599
www.realestate.com.au Targets buyers who have searched similar pro around your suburb wherever they are online 50,000 ads over 7 days		Г	\$995
www.realestate.com.au Targets buyers who have searched similar pro	operties in and	(A)	-
around your suburb wherever they are online 100,000 ads over 14 da	AND THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRE		\$1,750
www.realestate.com.au Targets buyers who have searched similar pro around your suburb wherever they are online 200,000 ads over 28 d			\$3,300
www.realestate.com.au Targets buyers who have searched similar pro around your suburb wherever they are online 300,000 ads over 30 or or national targeting			\$5,000
Dream Homes www.domain.com.au Positioning on the smh.com.au and the NSW paine.com.au and 9news.com.au home pages for 7 days	pages of		\$3,300
Domain Top Spot www.domain.com.au Will place your property at the top of the sear of your suburb (not always available)	rch results Quantity _	4 [] \$33 \$132
Vendor(s) Signature:	Total \$	260	00

Verification Document

Identity fraud is one of the fastest growing crimes in Australia, costing the Australian community billions of dollars every year. While our requirements may seem strict, they are necessary to protect your identity and your asset.

PROPERTY OWNER: Christopher Gilroy Taylor

PROPERTY ADDRESS: 19 Smith Avenue, Albion Park, NSW, 2527

Primary Proof of ID: 40 points

Your document must show your full name, the day, month and year of birth, a current photograph and signature.



Secondary Proof of ID: 25 Points

Your o	ocument must s	how vour fi	ıll name.	signature a	nd wher	e applicable	e. vour res	idential	l address.
	0 0 0 1 1 1 1 1 1 1 1 1 1 1 1		,	0.9		0 0 0 0 0 0 0 0 0 0 0 0	, , ,		

Current credit card

Current Medicare card

At least one document from this list must be provided:

Current account statement from a bank, building society or credit union up to 12 months

old Electoral roll compiled by the Australian Electoral Commission up to 24 months old

Current telephone, gas or electricity bill up to 12 months old

Current water rates notice up to 12 months old

Proof of Legal Ownership: 25 Points

Current council rates notice up to 12 months old

Land valuation notice up to 12 months old

Land Titles Office record up to 12 months old

Declaration: I have sighted and confirmed the proof of identity against the original documents ticked above as provided by the vendor (or appointed representative).

Verification Document

Identity fraud is one of the fastest growing crimes in Australia, costing the Australian community billions of dollars every year. While our requirements may seem strict, they are necessary to protect your identity and your asset.

PROPERTY OWNER: Lauren Chin

PROPERTY ADDRESS: 19 Smith Avenue, Albion Park, NSW, 2527

Primary Proof of ID: 40 points

Your document must show your full name, the day, month and year of birth, a current photograph and signature.



Secondary Proof of ID: 25 Points

Your document must show your full name, signature and where applicable, your residential address.

Current credit ca

X Current Medicare card

At least one document from this list must be provided:

Current account statement from a bank, building society or credit union up to 12 months

old Electoral roll compiled by the Australian Electoral Commission up to 24 months old

Current telephone, gas or electricity bill up to 12 months old

Current water rates notice up to 12 months old

Proof of Legal Ownership: 25 Points

Current council rates notice up to 12 months old

Land valuation notice up to 12 months old

Land Titles Office record up to 12 months old

Declaration: I have sighted and confirmed the proof of identity against the original documents ticked above as provided by the vendor (or appointed representative).



MATERIAL FACT CHECKLIST

(Section 52 of the Property and Stock Agents Act 2002 and clause 54 of the Property and Stock Agents Regulation 2014)

Principal name(s)	Christopher Gilroy Taylor, Lauren Chin	
Property address	19 Smith Avenue, Albion Park, NSW	
		Postcode 2527

A person (the *agent*) who is exercising or performing any function as a licensee or registered person must not induce any other person to enter into any contract or arrangement by: (a) any statement, representation or promise that is false, misleading or deceptive (whether to the knowledge of the agent or not); or (b) any failure to disclose a material fact of a kind prescribed by the regulations (whether intended or not) that the agent knows or ought reasonably to know.

The Agent should populate this form with the Principal's answers to the questions below. By signing this form, the Principal represents and warrants to the Agent that the answers and any information set out below are true, correct, complete and not misleading or deceptive.

For clarity, if this form is included in (including attached to) an agency agreement, the Principal and the Agent agree that: (1) it forms part of the agency agreement; and (2) without limiting the generality of (1), the warranty given by the Principal in this form is enforceable by the Agent as an additional provision of the agreement.

Question	Ans	wer	If yes, provide details
Within the last 5 years, has the property been subject to flooding from a natural weather event or bush fire?	Yes	x No	
Is the property subject to significant health or safety risks?	Yes	x No	
Is the property listed on the register of residential premises that contain loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the <i>Home Building Act 1989</i> ?	Yes	x No	
Within the last 5 years was the property the scene of a crime of murder or manslaughter?	Yes	x No	
Within the last 2 years has the property been used for the purposes of the manufacture, cultivation or supply of any prohibited drug or prohibited plant within the meaning of the <i>Drug Misuse and Trafficking Act 1985</i> ?	Yes	x No	
Is the property a building, or part of a building, that contains external combustible cladding:			
 to which there is a notice of intention to issue a fire safety order or a fire safety order has been issued requiring rectification of the building regarding the external combustible cladding, or 			
(ii) to which there is a notice of intention to issue a building product rectification order or a building product rectification order has been issued requiring rectification of the building regarding external combustible cladding?	Yes	X No	
"Building product rectification order" has the same meaning as in the <i>Building Products</i> (Safety) Act 2017.			
"External combustible cladding" and "fire safety order" have the same meanings as in the Environmental Planning and Assessment Regulation 2000.			
Is the property a building, or part of a building, where a development application or complying development certificate application has been lodged under the <i>Environmental Planning and Assessment Act 1979</i> for rectification of the building regarding external combustible cladding?			
"Building product rectification order" has the same meaning as in the <i>Building Products</i> (Safety) Act 2017.	Yes	x No	
"External combustible cladding" has the same meaning as in the <i>Environmental Planning</i> and <i>Assessment Regulation 2000</i> .			
Is there 1 or more of the following orders in force in relation to the property:			
(i) a building work rectification order,			
(ii) a prohibition order,	Yes	x No	
(iii) a stop work order?			
"Building work rectification order", "prohibition order" and "stop work order" have the same meaning as in the <i>Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020.</i>			
Are there any other matters adversely affecting the property that would be material to a purchaser's decision to purchase the property?	Yes	x No	

SE002 - 04/22



MATERIAL FACT CHECKLIST

(Section 52 of the Property and Stock Agents Act 2002 and clause 54 of the Property and Stock Agents Regulation 2014)

I agree to be legally bour	nd by the terms of this form even if I sign this form el	ectronically.	
Signature of Agent:	John Oleilly	Date:	07-09-2022
	(signature of Agent)		(insert date that Agent signed)
I agree to be legally bour	nd by the terms of this form even if I sign this form el	ectronically.	
Signature of Principal:		Date:	06-09-2022
	(signature of Principal)		(insert date that Principal signed)
I agree to be legally bour	nd by the terms of this form even if I sign this form el	ectronically.	
	Lauren Chin		
Signature of Principal:	and the second services are second services are second services and the second services are second services and the second services are second second services are second services are second services are second second second services are second second second second second se	Date:	06-09-2022
	(signature of Principal)		(insert date that Principal signed)

Comparable Sales Legal Disclaimer

Report Disclaimer

The information displayed in this document may be based on historical and current data supplied to Proptrack Pty Ltd by third parties including State government agencies and constitutes "Third Party Data" or "Third Party Information". Proptrack does not make any warranty as to the accuracy, completeness or reliability of the information or accept any liability arising in any way from any omissions or errors in this information. The information should not be regarded as advice or relied upon by your or any other person and Proptrack recommend that you seek professional advice before making any property decisions.

State Disclaimer

Property sales information (c) Crown in right of NSW through the Valuer General 2020.

CERTIFICATE OF COMPLETION





Document Details

Subject: Agency Agreement - 19 Smith Avenue, Albion Park, NSW, 2527

Document Pages: 22 Exchanged by: Not Applicable
Certificate Pages: 1 Exchange Date: Not Applicable

Status: Signed No. of Signatures: 17

Signature Logs

Signer: John O'Reilly

Email Address: johnoreilly@laurencemorgan.com.au

Status: Signed

IP Address: 101.0.90.114

Supervised By: Email Sent Date:

Signed Date: 7/9/2022 Signature: John Heilly

Signer: Christopher Gilroy Taylor

Email Address: tophsta_11@hotmail.com

Status: Signed

IP Address: 1.129.27.40
Supervised By: John O'Reilly
Email Sent Date: 5/9/2022
Signed Date: 6/9/2022
Signature:

Signer: Lauren Chin

Email Address: laurenac.91@gmail.com

Status: Signed

IP Address: 1.129.27.40 Supervised By: John O'Reilly Email Sent Date: 5/9/2022 Signed Date: 6/9/2022

Signature: Lauren Chin