

## Foreign Interest

- 1 The Seller acknowledges that the Buyer is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and Clause 10.2 of the Terms of Contract does not apply.
- 2 This Contract is subject to the Buyer:
  - 2.1 submitting a bona fide written application to the Foreign Investment Review Board seeking an approval for the Buyer to complete this Contract under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) within seven (7) days from the date of this Contract;
  - 2.2 obtaining the approval referred to in Clause 2.1 within sixty (60) days from the date of this Contract;
  - 2.3 the Buyer shall deliver to the Seller a copy of the application referred to in Clause 2.1 on the same day that the application is delivered to the Foreign Investment Review Board and if the Buyer shall fail to do so or if the Buyer should otherwise fail to satisfy Clause 2.1, then the Seller may elect by the giving of written notice to either terminate this Contract or deem Special Conditions 2.1 and 2.2 to have been fulfilled;
  - 2.4 the Buyer shall, at all times, act as a person bona fide intent on obtaining the aforesaid approval and shall do all things and supply all information or documents as may be required by the Foreign Investment Review Board in respect of the application and the Buyer shall deliver to the Seller, copies of all correspondence and documents passing between the Buyer and the Foreign Investment Review Board on the same day that the correspondence or documents are delivered to or are received from the Foreign Investment Review Board;
  - 2.5 if, the Buyer having satisfied Clause 2.1 and Clause 2.2 is not satisfied, then this Contract shall be at an end and the deposit monies shall be refunded to the Buyer without deduction.