



NRAS DELIVERY AGREEMENT

Facilitating investors access to the National Rental Affordability Scheme through NAHC delivery arrangement

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Background

- A. The National Rental Affordability Scheme is an initiative of the Australian Commonwealth Government and State Government intended to assist low to middle income earners secure rental accommodation.
- B. Owners of dwellings who are willing to offer those dwellings for lease at reduced rents may make application through an entity that meets the requirements for an Approved Participant for a Reserved NRAS Allocation or NRAS Allocation in the manner set out in the NRAS Requirements. The Owner is, or will be, the legal and beneficial owner of the Premises on or before the Incentive Period Commencement Date.
- C. NAHC is an Approved Participant under the Scheme and has either a Reserved NRAS Allocation or an NRAS Allocation in relation to the Premises under the Scheme. Where NAHC holds a Reserved NRAS Allocation the Premises, subject to completion of the requirements of the NRAS Requirements, and the Owner's compliance with this Agreement, are capable of becoming an Approved Rental Dwelling. Where NAHC holds a NRAS Allocation, the Premises, subject to completion of the requirements of the NRAS Requirements, and the Owner's compliance with this Agreement, are capable of becoming, or are at the date of this Agreement, an Approved Rental Dwelling.
- D. The Owner agrees to enter into this Agreement with NAHC and lease the property to persons who are Eligible Residential Tenants within the scope of the Scheme.
- E. The legislation enabling the Scheme was enacted in 2008 and further amended in 2011. Further amendments to the legislation enacting the Scheme may be possible in the future which may impact on this Agreement.
- F. In the event of amendments to the legislation establishing the Scheme or variations to taxation policy applying to implementation of the Scheme and if these affect the commerciality and even the financial viability of this Agreement, the parties have agreed to a process for resolution of concerns and ultimately termination of this Agreement if there is a material and substantial change in the circumstances surrounding the granting of this Agreement and it is not possible after reasonable attempt has been made to achieve an outcome substantially similar to that upon which this Agreement was predicated.
- G. Provided the Reserved NRAS Allocation is not, or does not become a Provisional NRAS Allocation, Approved Participants under the Scheme will be eligible for the Incentive for 10 years from the date the Premises is first available for rental as a dwelling under the NRAS Requirements. The Incentive comprises both Commonwealth Government and State Government components and is claimable or payable (as the case may be) annually in arrears for up to ten years, on condition that the requirements of the NRAS Requirements and the Scheme and the State Government continue to be met.
- H. The amount of the Incentive may be reduced if the requirements of the NRAS Requirements and the Scheme and the State Government have not been met. Circumstances when the Incentive may be reduced include where an Approved Rental Dwelling is made available for rent for less than a full NRAS year or if an Approved Rental Dwelling is vacant, or where the Reserved NRAS Allocation is, or becomes, a Provisional NRAS Allocation.

1. Definitions

Terms	Definition
Affiliate	means in relation to a body corporate, any of the body's related bodies corporate, directors or the holder of a substantial holding (as that term is defined in s 9 of the Corporations Act 2001 (Cth)).
The Agreement	means this agreement together with the schedules and any attachments.
Approved Dwelling	Rental has the meaning given to the term in the NRAS Requirements (and, without limiting that meaning, is a dwelling for which an Allocation has been reserved for participation in the Scheme in favour of an Approved Participant under the Scheme).
Authorisation	means a consent, permit, authorisation, approval, licence, accreditation, certificate, registration, exemption or other recognition by an Authority.
Authority	means any government (including Local, State and Federal governments), administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Premises, Scheme or the Parties' NRAS Activity as the case may require.
Business Day	means any day other than a Saturday, Sunday or public holiday in the City of Brisbane.
Claim	means any requisition, objection, action, claim, legal proceeding (whether before a court or tribunal), demand or withholding however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Commencement Date	means the date specified in Item 3 of Schedule 2, and if no date is specified means the date of execution of this Agreement by the last remaining party.
Confidential Information	includes: <ul style="list-style-type: none"> (a) the contents of the Parties' NRAS Documents and information relating to them; (b) information which relates to the Residential Tenant (including Residential Tenant lists, details of their requirements, their identity and their financial affairs, the completed application form and any supporting documentation); (c) all information and records belonging to NAHC in whatever form, and includes information which relates: <ul style="list-style-type: none"> i. to the Property Management Agreement; ii. to any arrangements or transactions between NAHC and the Property Manager; iii. to any arrangements or transactions between the Residential Tenant and the Owner; iv. to any arrangements or transactions between the Property Manager and the Residential Tenant; v. to any arrangements or transactions between the Property Manager and the Owner; and vi. to any arrangements or transactions between NAHC and the Owner; (d) all material including but not limited to books, documents and information stored by any means which is disclosed or made available by the State Government or the Commonwealth Government in connection with the NRAS Requirements, this Agreement, the Residential Tenancy Agreement, the Residential Tenant or the Premises; (e) any information disclosed or reported to the Department or the State Government including any Statement of Compliance in connection with the NRAS Requirements, the Premises or the Parties' NRAS Documents; and (f) the business or affairs of a Party or of any Party's Affiliate.
Contract	means the contract for sale of the Premises entered into between Seller of the Premises and

Terms	Definition
	the Owner (as Purchaser of the Premises) entered on or before the Commencement Date.
Costs	means any action, claims, demands, losses (including the loss of an entitlement to a tax offset, reduction in taxation or a payment), compensation, injury, damages (including damages for loss of profits and diminution in value), costs or expenses (including legal costs on a full indemnity basis), arising directly or indirectly from any circumstances whether in contract, tort, by statute or otherwise, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.
The Department	means the Department with the responsibility of administering the National Rental Affordability Scheme Act 2008 (Cth), which at 01 November 2013 is the Australian Government Department of Social Services (DSS), its successors, transferees and assigns.
Dispose	<p>in relation to the Premises means to sell, transfer, assign, create an Encumbrance over, declare oneself a trustee of or part with the benefit of or otherwise dispose of the Premises (or any interest in it or any part of it), other than a transaction permitted by this Agreement or which is conditional on NAHC consenting to it or waiving certain of its rights under this Agreement in respect of it or as otherwise agreed by each Party, which results in a person other than the Owner:</p> <p>acquiring any equitable interest in the Premises, including an equitable interest arising under a declaration of trust, an agreement for sale and purchase or an option agreement or an agreement creating a charge or other Encumbrance in respect of the Premises; or</p> <p>acquiring any rights of pre-emption, first refusal or like control over the disposal of the Premises; or</p> <p>otherwise acquiring legal or equitable rights in the Owner which have the effect of placing the person in the same position as would exist if the person had acquired a legal or equitable interest in the Premises itself; and</p> <p>Disposal has a corresponding meaning.</p>
Eligibility Criteria	means the criteria stipulated under the NRAS Requirements under which persons whom satisfy the criteria, become Eligible Residential Tenants.
Eligible Organisation	means a property manager that holds all necessary Authorisations to be engaged by the Owner to provide property and tenancy management services in relation the letting and management of the Premises as an Approved Rental Dwelling participating in the Scheme.
Eligible Residential Tenant	means a person who is an eligible tenant as defined under the NRAS Requirements.
Encumbrance	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention or conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest or adverse interest whatsoever and unregistered and statutory encumbrances.
Event of Default	means an event described in clause 24.2 of this Agreement.
General Charge	Service has the meaning stated at Schedule 4.
GST	means the goods and services tax under the GST Legislation.
GST Legislation	means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes other GST related legislation and, where the context permits, any ATO ruling or determination.

Terms	Definition
Incentive	<p>means:</p> <p>a National Rental Affordability Scheme Tax Offset; or</p> <p>an amount payable for an NRAS year</p> <p>which incentive is provided under the NRAS Requirements and pursuant to the Scheme by either or both of the Commonwealth Government (including under Division 380 of the Income Tax Assessment Act 1997 (Cth)) or State Government, and includes any payment or non-cash benefit made or supplied (whether directly or indirectly) by the State Government or other entity under Division 380-35 of the Income Tax Assessment Act 1997 (or equivalent provision amending, consolidating or replacing the same).</p>
Incentive Period	<p>has the meaning given to the term in the NRAS Requirements as is applied to the Premises, and, unless otherwise required by the NRAS Requirements, for the purposes of this Agreement is the ten year period commencing on the date notified in writing by NAHC to the Owner following consultation with the Department and includes any extension of the Incentive Period.</p>
Incentive Period Commencement Date	<p>means the date of commencement of the Incentive Period notified in writing by NAHC to the Owner following consultation with the Department and at the Commencement Date is anticipated to be, at the latest, the date that the Premises is first available for rental to Eligible Residential Tenants as part of the Scheme, as is stated in the Reserved NRAS Allocation or NRAS Allocation.</p>
Legislative Requirements	<p>means all statutes, regulations, ordinances, by laws, determinations, rules or requirements of any Authority and government standards, as may be amended from time to time, and any requirement at common law or equity and includes:</p> <p>Acts, ordinances, by-laws, orders, awards and proclamations of the Commonwealth and the State applicable to this Agreement and the Residential Tenancy Agreement, including those legislative requirements listed at Schedule 4 and any other Act or regulation as notified by NAHC from time to time;</p> <p>certificates, Authorisations, licences, consents, permits, approvals, codes, standards and requirements of organisations having jurisdiction in connection with or recognised generally as authorities in respect of the carrying out of the obligations of this Agreement, including the requirements of any Authority, and the requirements of any development consent;</p> <p>Australian Standards, the Building Code of Australia and any other relevant standards;</p> <p>the Codes of Practice of the State and other appropriate codes for the construction industry;</p> <p>fees and charges payable in connection with the foregoing; and</p> <p>subsequent amendments to the foregoing as may be enacted from time to time.</p>
Mortgagee	<p>means any mortgagee who holds a mortgage granted by the Owner over the Premises.</p>
NAHC	<p>means Queensland Affordable Housing Consortium Ltd (A.C.N. 132 604 552) trading as National Affordable Housing Consortium and each administrator, successor, transferee and permitted assign of that party and each employee and other person under the control of NAHC.</p>
NAHC Fee	<p>means the fee listed at Item 4 of Schedule 2.</p>
NRAS Allocation	<p>means the NRAS approval issued to NAHC as an Approved Participant in the Scheme which approval is made in respect of the Premises, and operates from the Incentive Period Commencement Date such that the Premises are an Approved Rental Dwelling. Where a Reserved NRAS Allocation has become a Provisional NRAS Allocation, references to 'NRAS Allocation' include reference to 'Provisional NRAS Allocation'.</p>
NRAS Consortium	<p>has the meaning provided by section 995(1) and Division 380 of the Income Tax</p>

Terms	Definition
	Assessment Act 1997 (Cth).
NRAS Market Index	has the meaning provided by the Regulations.
The NRAS Requirements	<p>means the National Rental Affordability Scheme Act 2008 (Cth) and all ancillary legislative instruments, regulations, guidelines, policies, ordinances, by-laws, orders, awards and proclamations of the Commonwealth made pursuant to such Act, including the National Rental Affordability Scheme Regulations 2008 and any guidelines issued by the Secretary from time to time pursuant to such Act and subsequent amendments to the foregoing as may be enacted from time to time and also in this Agreement includes:</p> <p>the Income Tax Assessment Act 1997 (Cth); and</p> <p>any State Government requirement or specification, including any funding or contractual requirement or specification imposed in respect of the Premises.</p>
Outgoings	has the meaning stated at Schedule 4.
Owner	means the party described at Item 5 of Schedule 2 and each administrator, successor, transferee and permitted assign of that party, and includes any prospective owner of the Property under a Contract.
Parties' Activity	NRAS means the participation in the Scheme as set out in clause 4.4 in accordance with the NRAS Requirements, the Scheme and the terms of the Parties' NRAS Documents and includes any other necessary ancillary and relevant activity.
Parties' Consortium	NRAS means the NRAS Consortium between the Parties established under clause 4.1.
Parties' Documents	NRAS means this Agreement, the Property Management Agreement, any Residential Tenancy Agreement, any Deed entered between the Property Manager and NAHC concerning compliance with the NRAS Requirements, and all other documents entered into by any or all of the Parties under those documents and any other agreement that the Parties agree in writing is a Parties' NRAS Document (together with all amendments made to them) and includes any of them but does not include any other agreement entered into by the Parties which the Parties agree in writing is not to be a Parties' NRAS Document.
Permitted Use	means the provision of Residential Tenancy Agreements to Residential Tenants for the purposes of providing short and medium term residential accommodation to Eligible Residential Tenants pursuant to the NRAS Requirements and the Scheme.
Pre-Discount Rent	means the rent for the Premises determined from time to time under clause 7. After a determination of the Pre-Discount Rent is made, Rent is then calculated under clause 6.
Premises	means the premises described at Item 6 of Schedule 2, including the related walls, ceiling and frontage, and all additions and improvements that may be made to the Premises (other than any property of NAHC, Property Manager or Residential Tenant) and all fixtures, fittings, plant, equipment, furniture and other articles owned or supplied by the Owner (including air conditioning equipment) that may from time to time be in or exclusively servicing the premises.
Primary Payment	means any payment by a recipient to a supplier of any amount payable by the recipient to the supplier in connection with any supply of any goods or services.
Property Management Agreement	means the agreement to be entered by the Owner and the Property Manager on or before the Incentive Period Commencement Date (or, in the case of a Provisional NRAS Allocation, after the Incentive Period Commencement Date) and in the future, their successors and assigns, as defined at clauses 12 and 13, under which NAHC (exercising its power of attorney pursuant to clause 12.3) appoints the Property Manager as the Owner's property

Terms	Definition
	manager for the Premises, substantially in the form contained in Schedule 3, and which will otherwise include the Property Management Agreement Special Conditions annexed thereto and any other conditions as may be required from time to time by NAHC in its absolute discretion to ensure compliance with the NRAS Requirements or any other Legislative Requirement.
The Manager	Property means an Eligible Organisation appointed by NAHC (exercising its power of attorney for the Owner pursuant to clause 12.3) from time to time as property manager of the Premises and each administrator, successor, transferee and permitted assign of that property manager.
Provisional Allocation	NRAS has the meaning of a provisional allocation provided by the National Rental Affordability Scheme Regulations 2008 (Cth) (including in the period prior to 23 December 2014, the definition provided at Endnote 5, Schedule 1 to the said Regulations, which Schedule contains amendments commencing on 23 December 2014).
The Regulations	means the National Rental Affordability Scheme Regulations 2008 (Cth).
Rent	means rent paid by the Residential Tenant to the Owner in accordance with clause 6 and as reviewed from time to time in accordance with clause 7.
Reserved Allocation	NRAS means the NRAS approval of an NRAS reserved NRAS allocation issued to NAHC as an Approved Participant in the Scheme, the special conditions to which are contained in Schedule 1B.
Residential Agreement	Tenancy means the agreement, in the form of the then current endorsed State Tenancy Authority residential tenancy agreement, conforming to the requirements of the Residential Tenancy Legislation, or such other tenancy agreement, between the Owner and the Residential Tenant, (which may be entered by the Property Manager on behalf of the Owner) and contains such provisions (if any) required by NAHC in its absolute discretion pursuant to the terms of this Agreement and the Property Management Agreement.
Residential Legislation	Tenancy means the Legislative Requirements governing the residential tenancies in the State and subsequent amendments to the foregoing as may be enacted from time to time, and includes the Legislative Requirements stated as so included at Schedule 4 (if any).
Residential Tenant	means the tenant to the Residential Tenancy Agreement and who satisfies the Eligibility Criteria as may be resident within the Premises from time to time, and includes each administrator, successor, transferee and permitted assign of that party.
The Scheme	means the National Rental Affordability Scheme established pursuant to the NRAS Requirements, and subsequent amendments to the foregoing as may be enacted from time to time.
The Secretary	means the Secretary of the Department that administers the National Rental Affordability Scheme Act 2008 (Cth), or their delegate.
Service Charge	has the definition stated at Schedule 4.
State	means the State of Australia in which the Premises are located.
State Government	means the Government of the State in which the Premises are located.
State Authority	Tenancy means the Authority listed as such in Schedule 4.
Tax Invoice	has the meaning given to the term in the GST Legislation.

Terms	Definition
Taxable Supply	has the meaning given to the term in the GST Legislation.
The Term	Subject to clause 3.2, means the term of this Agreement commencing on the Commencement Date and expiring on the final day of the Incentive Period.

2. Interpretation

2.1 In this Agreement:

- (a) Subject to clause 2.1(m), each covenant in this Agreement by two or more persons is made jointly and severally.
- (b) References to any Authority, association or other body includes any Authority, association or other body that may in the opinion of NAHC, be or become established in lieu of or in succession to the same.
- (c) Unless the context otherwise expressly requires, where a term defined in the NRAS Requirements is used in this Agreement, the term shall bear the same meaning as defined in the NRAS Requirements.
- (d) References to any statute includes any enactment amending, consolidating or replacing the same and any relevant subordinate legislation or other requirement under the same, whether present or future.
- (e) References to any document or agreement including this Agreement and any NRAS Allocation and Reserved NRAS Allocation includes a reference to that document or agreement as amended, innovated, supplemented, varied or replaced from time to time.
- (f) References to the whole includes any part.
- (g) References to "writing" or words of a similar effect includes any means of reproducing words in a visible form.
- (h) References to "month" means calendar month.
- (i) Words specifying a particular gender include any other gender; words specifying the singular number only include the plural number and vice versa; and words specifying an individual include a corporation and vice versa.
- (j) The headings to clauses in this Agreement shall be ignored, except for headings in the Schedule 2.
- (k) This Agreement is executed and delivered as a deed.
- (l) Where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day then the relevant day shall be the next following Business Day. Otherwise, time is of the essence of all rights and obligations of the Owner and NAHC under this Agreement.
- (m) The rights, duties, obligations and liabilities of the Parties in respect of the Parties' NRAS Consortium (including the Parties' NRAS Documents) are in every case several (and not joint or joint and several).

2.2 This Agreement shall bind each party's legal personal representatives, administrators, successors, transferees and assigns.

2.3 If the doing of any act, matter or thing under this Agreement is dependent on the consent, satisfaction or approval of NAHC or is within the discretion of NAHC, the consent, satisfaction or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by NAHC only in its absolute discretion unless expressly provided otherwise.

2.4 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

3. Grant of Agreement and Term

3.1 Agreement Made Pursuant to the NRAS Requirements

The Owner acknowledges that this Agreement is granted to NAHC pursuant to the NRAS Requirements and the Scheme with the understanding that the Owner shall:

- (a) lease the Premises to an Eligible Residential Tenant under a Residential Tenancy Agreement on or immediately subsequent to the Incentive Period Commencement Date;
- (b) satisfy the conditions of any Reserved NRAS Allocation that applies to the Premises prior to the Incentive Period Commencement Date; and

- (c) satisfy the conditions of the NRAS Allocation that applies to the Premises on and from the Incentive Period Commencement Date.

3.2 Commencement Date and Duration of Agreement

The Agreement shall commence on the Commencement Date and shall continue for the duration of the Term. This Agreement terminates on the date of the termination of the Parties' NRAS Consortium.

3.3 Parties' NRAS Consortium Commencement and Duration

The Parties' NRAS Consortium commences on the Incentive Period Commencement Date and, subject to clause 3.2 terminates on the earlier of the date:

- (a) of the expiry of the Incentive Period;
- (b) when the Parties agree in writing to terminate the Parties' NRAS Consortium;
- (c) when the Parties' NRAS Consortium is terminated by law or under this Agreement; or
- (d) the termination of this Agreement.

3.4 Notwithstanding any provision of this Agreement to the contrary, the Owner shall not make any Claim against NAHC in respect of any Costs or damage whatsoever:

- (a) arising either directly or indirectly from any delay in completion of construction of the Premises prior to or after the commencement of this Agreement (including where that delay leads to a loss of the Reserved NRAS Allocation or the NRAS Allocation); or
- (b) to the Owner due to the operation or commencement of the NRAS Incentive Period prior to the date that the Premises is first made available for rental as a dwelling under the NRAS Requirements, or prior to occupancy of the Premises by any Residential Tenant, or in relation to any occupancy occurring prior to the date that the Premises otherwise becomes an Approved Rental Dwelling.

4. NRAS – Terms of NRAS Allocation and NRAS Consortium

4.1 The parties agree that it is their intention to together constitute an NRAS Consortium on the terms outlined herein from the Incentive Period Commencement Date. Prior to that date, the Owner irrevocably authorises NAHC to apply for a Reserved NRAS Allocation or NRAS Allocation and otherwise to do all things incidental to the application.

4.2 The Owner releases NAHC from any fiduciary obligation it may owe to the Owner including any obligation not to act in a situation of conflict of interest or conflict of duty.

4.3 NAHC, as the entity exclusively administering the Parties' NRAS Consortium, has received either a Reserved NRAS Allocation or NRAS Allocation for the Premises, which is subject to the conditions listed at Schedule 1A and Schedule 1B.

4.4 The Parties agree and acknowledge that the intent of the Parties' NRAS Consortium is that, subject to clause 22.1 of this Agreement:

- (a) the Owner or its successors or assignees will:
 - (i) be the legal and beneficial owner of the Premises by the Incentive Period Commencement Date;
 - (ii) upon the settlement date for the Contract, become, and (subject to clause 5.4) thereafter remain the legal and beneficial owner of the Premises for the remainder of the Term;
 - (iii) make the Premises exclusively available to the Parties' NRAS Consortium for the Parties' NRAS Activity;
 - (iv) ensure the Premises comply with the NRAS Requirements, including those requirements:
 1. that are to be fulfilled for the Premises to participate in the Scheme as an Approved Rental Dwelling, including the special conditions listed at Schedule 1B;
 2. that the Premises, and the management of it, complies at all times with the landlord, tenancy, building, planning and health and safety laws of the State or Territory and local government area in which the Premises is located;
 3. undertaken by the Owner pursuant to clause 15 of this Agreement.
- (b) NAHC will:
 - (i) administer the Parties' NRAS Consortium, the Reserved NRAS Allocation and the NRAS Allocation under the Scheme; and

- (ii) with the assistance of the Owner and the Property Manager, provide all necessary administrative services, compliance and reporting obligations required of NAHC as an Approved Participant in the Scheme with a view to obtaining the Incentive for the benefit of the Owner in relation to the Premises.

4.5 Accounting records

Each Party is responsible for its own accounting records required by law or to support its income tax returns or any other accounting reports required by any Authority with respect to the Parties' NRAS Consortium. Nothing in this Agreement is to be construed as relating to the tax accounting of any Party.

4.6 Limit of Parties' NRAS Consortium

Subject to the NRAS Requirements, the NRAS Consortium between the Parties:

- (a) is enshrined solely in this Agreement;
- (b) is limited to carrying out the Parties' NRAS Activity as defined within this Agreement;
- (c) is constituted by the Parties to this Agreement alone;
- (d) does not include any other person with whom NAHC has entered a separate contractual relationship in the form of an NRAS Consortium; and
- (e) the terms of any other agreement between NAHC and any other person from time to time do not form or define the terms of the NRAS Consortium between the Owner and NAHC.

- 4.7 Each Party has an unrestricted right to engage in and receive for itself the full benefit of any activity outside the Parties' NRAS Activity (whether or not in competition with the Parties' NRAS Activity for itself) without consulting the other Party or permitting the other Party to participate in that activity.

5. NRAS Incentive and Disposals under NRAS

5.1 Statement of Compliance

NAHC must use all reasonable endeavours, unless it is prevented from doing so due to the Owner's default, or unless it is prevented from doing so due to the actions or omissions of the Property Manager, to lodge a Statement of Compliance in respect of the Premises with the Department. The Statement of Compliance shall be lodged at the end of an NRAS year, by 13 May of the following NRAS year, or such other date as may be required under the NRAS Requirements. The Owner must use all reasonable endeavours to assist NAHC in compiling the Statement of Compliance in accordance with this clause.

5.2 State Government Component of NRAS Incentive

NAHC will use all reasonable endeavours to obtain the State Government component of the Incentive in each NRAS year from the State Government within a reasonable time.

5.3 Payment of the Incentive

- (a) Subject to the requirements of the NRAS Requirements, upon the receipt from the Secretary and the State Government of either of the following in relation to the NRAS Allocation:
 - (i) a certificate of a kind provided for by the Scheme that states the Tax Offset that is claimable by the Owner in relation to an NRAS year; or
 - (ii) a payment to an Approved Participant or Owner of an Incentive being a kind provided for by the Scheme for an NRAS year;

NAHC shall:

- (iii) in the case of subclause (a)(i) deliver such certificate (or such other documentation as may be required in order for the Owner to claim the applicable National Rental Affordability Scheme Tax Offset) to the Owner; or
 - (iv) in the case of subclause (a)(ii) pay to the Owner the amount of the Incentive.
- (b) If:
- (i) subsequent to the issue of the certificate in subclause (a)(i) ("the initial certificate"), the Secretary issues a certificate of a kind provided for by the Scheme that states an amended and reduced National Rental Affordability Scheme Tax Offset that is claimable by the Owner in relation to an NRAS year ("the amended certificate") the Owner must either pay to the Secretary, or suffer deduction from a certificate for a current or future NRAS year, the difference between the amount of the National Rental Affordability Scheme Tax Offset stated in the initial certificate and the amount stated in the amended certificate;

- (ii) subsequent to the payment to an Approved Participant of an Incentive in subclause (a)(ii) (“the initial Incentive”), the Secretary or State Government issues a statement that states an amended and reduced Incentive that is claimable by the Owner in relation to an NRAS year (“the amended Incentive”) the Owner must either pay to the Secretary, or the State Government, as the case may be, or suffer an offset against any other incentives payable to the Owner in the current NRAS year or a future NRAS year, the difference between the amount of the initial Incentive and the amended Incentive.
- (c) The Owner acknowledges that:
- (i) the provision of the Incentive is subject to the terms of the NRAS Requirements and in particular that the Incentive will be provided on a pro-rata basis for the number of days in the NRAS year that the Premises was available for rent;
- (ii) pursuant to the NRAS Requirements, the NRAS Incentive may not be available, be reduced, apportioned, withheld, offset or withdrawn by the Secretary or State Government. This may occur inter alia if the Premises is not made available to the Scheme as an Approved Rental Dwelling, if the Premises is vacant or in the event of failure to comply with requirements of the NRAS Requirements or the Scheme, which non-compliance may include, without limitation:
1. the tenancy arrangements in respect of the Premises infringing on Commonwealth or State Government regulatory requirements;
 2. failure to fulfill a commitment by the Developer of the Premises to deliver NRAS eligible properties within the specified timeframe stated within the Reserved NRAS allocations or NRAS Allocations for the development within which the Premises is located, or to be located, as may be extended from time to time;
 3. the Premises being leased to a Residential Tenant who does not meet the Eligibility Criteria;
 4. the Owner selling or otherwise disposing of the Premises and not substituting another property in its place;
 5. the Premises not being rented at least 20 per cent below current market rates for equivalent dwellings;
 6. the Premises not being made available to the Scheme within any timeframe specified in the Reserved NRAS Allocation or NRAS Allocation, as may be extended from time to time;
 7. the requirements of Division 380 of the Income Tax Assessment Act 1997 (Cth) not being satisfied because the Department or Secretary does not issue a certificate of the kind required under the Scheme, or the State Government does not issue a payment, to NAHC, the Owner or the Parties’ NRAS Consortium; and
- (iii) that the Secretary and the State Government shall only pay an Incentive for an NRAS year in respect of an Approved Rental Dwelling where the requisite requirements of the NRAS Requirements have been met, which requirements may include:
1. the conditions listed at Schedule 1A;
 2. any further conditions provided by the NRAS Requirements or the Scheme;
 3. the special conditions in respect of the NRAS Allocation or Reserved NRAS Allocation (as the case may be) for the Premises, being those conditions listed at Schedule 1B, and any amendments thereto;
 4. any special conditions in respect of the NRAS Allocation for the Premises, and any amendments thereto;
 5. any conditions to the Reserved NRAS Allocation and NRAS Allocation, where NAHC specified in their application that they would make certain dwellings available for certain target groups; and
 6. that the Premises, and the management of it, has complied with the landlord, tenancy, building, planning and health and safety laws of the State and local government area in which the dwelling is located.
- (iv) Notwithstanding any provision of this Agreement to the contrary, in certain circumstances a Reserved NRAS Allocation may become a Provisional NRAS Allocation, and that on the occurrence of such:
1. the Incentive Period will commence; and
 2. pursuant to the NRAS Requirements, the Provisional NRAS Allocation may be revoked or the NRAS Incentive may not be available, be reduced, apportioned, withheld, offset or withdrawn by the Secretary or State Government. This may occur inter alia if the Premises is not made

available to the Scheme as an Approved Rental Dwelling, if the Premises is vacant after the commencement of the NRAS Incentive Period or in the event of failure to comply with requirements of the NRAS Requirements or the Scheme.

5.4 Disposal and Substitution of Property under NRAS

Disposal of Premises Subject to Agreement

- (a) If the Owner wishes to Dispose of the Premises subject to the terms of this Agreement it must:
- (i) notify NAHC in writing three months prior to the proposed date for Disposal that it wishes to Dispose of the Premises;
 - (ii) obtain the consent of NAHC. NAHC's consent will not be withheld where:
 1. the Owner at the same time Disposes of its interest in this Agreement to the assignee Owner;
 2. the transferee owner has undertaken to perform all of the obligations of the Owner in respect of the Premises as are contained within the Parties' NRAS Documents, which undertaking is to the absolute satisfaction of NAHC;
 3. the Property Manager for the transferee owner has undertaken to perform all of the obligations of the Property Manager in respect of the Premises (including the entrance to both the Property Management Agreement and a Deed with NAHC under which the Property Manager undertakes to comply with the NRAS Requirements, which Deed is to the absolute satisfaction of NAHC); and
 - (iii) comply with the NRAS Requirements; and
 - (iv) upon execution, deliver to NAHC the terms of any contract of sale detailing the Owner as transferor and the incoming owner, as transferee.
- (b) Within fourteen days of the Disposal (being in the case of a sale of the Premises, the completion of the transfer of the Premises to the incoming owner pursuant to subclause (a), being the date of settlement of the contract for sale of the Premises to the incoming owner) the Owner must deliver a notice to NAHC detailing the date of the completion of the Disposal.

Cancellation of Agreement

- (c) Subject to the NRAS Requirements, where a current Residential Tenancy Agreement is in place, the Owner may, by the giving of notice in writing to NAHC, request the termination of this Agreement. NAHC must instruct the Property Manager to, within fourteen days from the receipt of the said notice from the Owner, issue a notice to the Residential Tenant stating the date for termination of the Residential Tenancy Agreement. Subject to any lawful requirement to the contrary, the date for termination of both the Residential Tenancy Agreement and this Agreement, shall be the date that is:
- (i) Where the Residential Tenancy Agreement is a periodic tenancy, six weeks from the date of receipt by NAHC of the notice from the Owner; or
 - (ii) In any other case, the date that is three months from the receipt by NAHC of the notice from the Owner.

Where the Owner terminates this Agreement pursuant to this subclause 5.4(c), the Owner shall pay NAHC's and the Property Manager's costs (including NAHC's and Property Manager's legal and administrative costs under clause 5.4(i)(iv)). Regardless of the Commencement Date, those costs shall be the amount of two thousand dollars (\$2000) plus GST, indexed each year on the anniversary of 01 May 2012 by multiplying the amount determined immediately before each respective 01 May (inclusive of CPI variations compounded for each of the prior years) by the Consumer Price Index (CPI) (All Groups) at the Brisbane City rate. This clause relates solely to costs that arise due to termination under this clause 5.4(c) alone. It does not relate to costs incurred under any of the remaining provisions of this Agreement.

- (d) Where the Owner issues a notice pursuant to subclause (c) if the termination of this Agreement and Residential Tenancy Agreement requires the Residential Tenant to relocate from the Premises, then the Owner shall pay or reimburse the reasonable removal and relocation costs of the Eligible Residential Tenant.

Termination of Agreement for Delay in Entering Further Residential Tenancy Agreement

- (e) Subject to the NRAS Requirements, if the Premises is vacant because:
- (i) by, or in the period immediately subsequent to, the Incentive Period Commencement Date; or
 - (ii) by, or in the period immediately subsequent to, the date of expiry or termination of a Residential Tenancy Agreement,

the Property Manager has failed to enter a Residential Tenancy Agreement with a Residential Tenant, in circumstances where such vacancy is not caused by the Owner, the Owner may, by the giving of at least two months' notice in writing to NAHC, which notice is received prior to the entrance to any Residential Tenancy Agreement, terminate this Agreement. If, within one month of the Incentive Period Commencement Date, the Owner terminates this Agreement pursuant to this subclause 5.4(e), the Owner shall pay NAHC's and the Property Manager's reasonable costs (including NAHC's and Property Manager's legal and administrative costs).

- (f) Where the Owner issues a notice pursuant to subclause (c) or (e) the Owner irrevocably authorizes NAHC, to:
- (i) should NAHC so elect, make application to, and receive approval from, the Secretary and the State Government, for the transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) from the Premises to another rental dwelling (the "Further Premises"). The terms of such application shall be to NAHC's absolute satisfaction and shall be in respect of a Further Premises which is nominated at the absolute discretion of NAHC; and
 - (ii) should NAHC so elect, receive an undertaking from the owner of such Further Premises to be bound by the terms of an agreement in similar form to this Agreement and a Property Management Agreement in similar form to the agreement annexed at Schedule 3, which undertaking and agreements are satisfactory to NAHC, in its absolute discretion.
- (g) In the event of a transfer of ownership of the Premises from the transferor Owner to a transferee Owner pursuant to subclause (a), NAHC shall lodge a Statement of Compliance detailing such transfer and submit a request for individual Incentives apportioned in accordance with the time the Premises was held by the transferor Owner and the transferee Owner in the respective NRAS year and in accordance with the entitlements of the transferee Owner and transferor Owner pursuant to the NRAS Requirements.
- (h) In the event of:
- (i) a transfer of the NRAS Allocation to a Further Premises, or
 - (ii) the transfer, revocation or termination of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) pursuant to clause 24.1(a)-(c),
 - (iii) the termination of the Parties' NRAS Consortium,
- NAHC shall, where the Owner has complied with the requirements of the NRAS Requirements, lodge a Statement of Compliance for the period for which an Incentive (if any) was claimable in respect of both the Premises and the Further Premises, as the case may be, and shall submit a request for the Incentive apportioned in accordance with the time the Premises and the Further Premises, as the case may be, received NRAS rent in the NRAS year and in accordance with the entitlements of the transferee and transferor of the NRAS Allocation pursuant to the NRAS Requirements.
- (i) The Owner shall bear the reasonable costs of NAHC associated with the Disposal of the Premises, termination of this Agreement, or transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) pursuant to this clause 5.4 including:
- (i) stamp duty, from time to time assessed on the Disposal (including the transfer of this Agreement) and all other duties which may from time to time be assessed (whether generally or against the Owner or against NAHC) in respect of the Disposal, where applicable;
 - (ii) the registration of any amendment to, or transfer or surrender of, this Agreement;
 - (iii) the costs of obtaining the consent of any registered mortgagee; and
 - (iv) NAHC's administration and legal costs including, where relevant, the costs involved in substituting a property pursuant to this clause 5.4 or of making application to the Commonwealth Government and State Government for transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be).
- (j) A Further Premises must satisfy the requirements of the NRAS Requirements and the Scheme regarding Approved Rental Dwellings.
- (k) To the extent permissible at common law, equity and statute, the Owner shall release NAHC from, and indemnify NAHC, and shall keep NAHC indemnified, against:
- (i) any loss or damage incurred by NAHC; or
 - (ii) civil penalties levied or action taken by the Commonwealth or State Governments against NAHC
- as a consequence of the Disposal of the Premises which leads to the termination, surrender or revocation of the Reserved NRAS Allocation or NRAS Allocation or which leads to NAHC or the Parties' NRAS Consortium,

as the case may be, no longer being the Approved Participant for the Reserved NRAS Allocation or NRAS Allocation (as the case may be).

- (l) Notwithstanding any provision in this Agreement to the contrary, where NAHC's consent to the Disposal of either:

- (i) the ownership of the Premises;
- (ii) the Reserved NRAS Allocation; or
- (iii) the NRAS Allocation

has been sought, NAHC may in its absolute discretion require, prior to the giving of its consent:

- (iv) the transferee Owner to enter a contract, the terms of which contract is to the absolute satisfaction of NAHC, by which the transferee owner takes responsibility for the obligations of the Owner under the Parties' NRAS Documents;
- (v) the transferee Property Manager to enter a contract, the terms of which contract is to the absolute satisfaction of NAHC, by which the transferee Property Manager takes responsibility for the obligations of the Property Manager under both the Property Management Agreement and the Deed with NAHC under which the Property Manager undertakes to comply with the NRAS Requirements, which Deed is to the absolute satisfaction of NAHC;
- (vi) the approval of the Secretary and the State Government to the transfer, which approvals are to NAHC's absolute satisfaction; and
- (vii) that it be satisfied that the proposed Disposal complies with any applicable provisions of the Corporations Act 2001 (Cth) and that:
 1. on the basis of the transferee owner's acknowledgement, the transferee owner has received the then current NAHC Disclosure Document, in compliance with the said Act; and
 2. any applicable statutory cooling off period has expired prior to settlement of the contract of sale.

6. Rental Payments

- 6.1 The Rent is to be determined in accordance with the NRAS Requirements. Subject to the foregoing, Rent per week for the Premises will be determined in accordance with the following formula:

$$\text{Rent} = \text{Pre-Discount Rent (determined in accordance with clause 7)} \times 74.99\%$$

and otherwise, in order of priority, in accordance with:

- (a) any lawful agreement between the Parties; then
- (b) the Property Management Agreement.

7. Rent Review

7.1 Market Rent Valuation

- (a) NAHC must commission (either itself or through the Property Manager), at the Owner's cost, a market rent valuation:
- (i) when the Premises is first available for rent under the Scheme; and
 - (ii) at the end of the fourth and seventh years of the Incentive Period in respect of the Premises.

and thereafter lodge with the Department and the State Government the market rent valuation of the Premises. The purpose of the market rent valuation is to ensure the Rent complies with the NRAS Requirements. The Owner shall bear the cost of obtaining the market rent valuation.

- (b) NAHC is not liable for any negligent act, default or omission of any valuer in the performance of the tasks for which the valuer is engaged.

7.2 Rent Review

- (a) Subject to clause 7.3, the Property Manager, on the instruction of NAHC, will:
- (i) determine the initial Pre-Discount Rent (and therefore the initial Rent pursuant to clause 6); and
 - (ii) thereafter review the Pre-Discount Rent (and the Rent pursuant to clause 6) that applies to the Premises at the anniversary of the end of each year of the Incentive Period, or on such other dates as are nominated by NAHC in writing to the Owner (each a "Review Date").

- (b) Subject to clause 7.3, the determination of Pre-Discount Rent and Rent made pursuant to subclause 7.2(a)(ii) will be based on information about the location, type and amenity of the Premises and be supported by publicly available data about comparative rental rates in the locale of the Premises, other than data relating to other dwellings owned or associated with NAHC as Approved Participant.
- (c) Subject to clause 7.3, if no information or data in subclause 7.2(b) is available, the determination of Rent made pursuant to clause 6 on a Review Date shall be made by first multiplying the Pre-Discount Rent as determined for the year immediately before the respective Review Date by the NRAS market index and then determining the Rent pursuant to clause 6.
- (d) Any variation in Rent resulting from a review conducted pursuant to this clause 7 must not exceed the variation in rent for the Premises that is permissible pursuant to the NRAS Requirements. To the extent that any provision of clause 6 or 7 have the effect that the Rent exceeds the rent for the Premises that is permissible pursuant to the NRAS Requirements, the Rent will be determined as the maximum allowable Rent permitted pursuant to the NRAS Requirements.
- (e) Prior to each Review Date, NAHC shall give to the Owner a notice stating:
 - (i) the Rent which NAHC considers to be the Pre-Discount Rent for the respective period, inclusive of the variation; and
 - (ii) the Rent which is payable pursuant to clause 6 and this clause 7, which Rent shall apply from the Review Date.
- (f) NAHC is not liable for any negligent act, default or omission of the Property Manager in the performance of the tasks for which the Property Manager is engaged pursuant to this clause 7.

7.3 NRAS Requirements

- (a) Subject only to subsection 7.3(b), notwithstanding any provision of this agreement to the contrary, the determination of Rent and Pre-Discount Rent shall be in accordance with, and is prescribed under, the NRAS Requirements, and if required shall be varied at the discretion of NAHC in accordance with the NRAS Requirements (including any amendment to the NRAS Requirements).
- (b) The Owner acknowledges that the Residential Tenancy Agreement may contain provisions allowing for the review of Rent which provisions correspond, but do not necessarily equate, to the timeframes for review of Rent pursuant to this clause 7. Where the Premises is subject to a Residential Tenancy Agreement, and where there is inconsistency between this clause 7 and the requirements of the Residential Tenancy Legislation in respect of the Rent reviews, including the occurrence and quantum thereof, the date of effect and quantum of the review of Rent under this clause 7 shall be made in accordance with the requirements of the Residential Tenancy Agreement and the Residential Tenancy Legislation.

7.4 NAHC does not make any representation to the Owner concerning the outcome or likely outcome of any determination, valuation or review of rent performed from time to time pursuant to this clause 7. NAHC does not guarantee that the rent will increase as a result of any determination, valuation or review of rent made at any time.

8. Fee Structure

8.1 NAHC Fee

- (a) The Owner shall pay to NAHC the NAHC Fee (or such amount as may be agreed from time to time) for services rendered to the Owner by NAHC pursuant to this Agreement. The NAHC Fee shall be payable by monthly instalments paid in arrears on or before the fourteenth day of the following month (but varied in accordance with reviews under this Agreement).
- (b) The Owner shall irrevocably instruct the Property Manager to deduct the NAHC Fee (plus GST) from the Rent paid to the Owner pursuant to clause 6 and the Residential Tenancy Agreement. NAHC will not be required to reimburse the Owner for any deduction made pursuant to this subclause.
- (c) The NAHC Fee shall be increased each year by the same percentage as the NRAS incentive index varied on the commencement of the NRAS Year, or such other date as is required under the NRAS Requirements. If the NRAS incentive index is a negative figure then the NAHC Fee shall remain the same as the previous year.

8.2 Property Manager's fees

- (a) The Owner shall commission the Property Manager pursuant to the Property Management Agreement to provide to the Owner certain property and tenancy management functions in respect of the Premises and, pursuant to such agreement the Owner will pay to the Property Manager a management fee being 10% of the Pre-Discount Rent + GST, calculated in accordance with clause 7 (The "Management Fee"), in consideration for services supplied by the Property Manager to the Owner. To the extent the Owner has received payment, the Management Fee shall be payable by monthly instalments paid in arrears on or before the fourteenth day of the following month (but varied in accordance with reviews under this Agreement).

(b) The Owner shall instruct the Property Manager to pay the Management Fee (plus GST) without deduction from the Rent payable to the Owner pursuant to clause 6. The Property Manager will not be required to reimburse the Owner for any deduction made pursuant to this subclause.

8.3 The Owner is entitled to all income, including rental payments received in relation to the Premises, which entitlement is subject to the obligation to pay any property management commissions, fee, charges and expenses under the Property Management Agreement or the NAHC Fee under this Agreement. Regardless of the foregoing, no action that NAHC takes in satisfying its obligations under this Agreement, nor any entitlement under this clause should be taken to mean that NAHC or the Property Manager have received a share of the income in relation to the ownership of the Premises or are in receipt of any of the income jointly with the Owner.

8.4 Whilst the Owner and NAHC acknowledge that the Owner is solely entitled to all Rent received in relation to ownership of the Premises, the Owner must instruct the Property Manager to pay both NAHC Fee under clause 8.1 and the Management Fee under clause 8.2 without deduction from:

- (a) if a Residential Tenant is in occupation of the Premises, any payment of Rent by the Residential Tenant to the Owner;
- (b) any payment of Rent made pursuant to an insurance policy effected in accordance with clause 11;
- (c) money paid to the Owner by the Residential Tenancies Authority from the Residential Tenant's bond money on account of unpaid Rent payable by that Residential Tenant under the Residential Tenancy Agreement; or
- (d) any payment of Rent payable pursuant to the Residential Tenancy Agreement made to the Owner by some other method (such as from an Insurance claim, or proceeds of a court or tribunal action).

NAHC will not be required to reimburse the Owner for any deduction made pursuant to this subclause.

8.5 If there is a variation to the Management Fee paid to the Property Manager for any reason arising under the Property Management Agreement, and in particular, special condition 13 of the Property Management Agreement "Variation to Services and Management Fee", the Owner irrevocably instructs the Property Manager to pay the varied Management Fee without deduction from the Rent payable to the Owner pursuant to clause 6.

9. Outgoings and Other Moneys Payable

9.1 Outgoings and Charges

The Owner acknowledges that the Owner's and the Residential Tenant's liability for Outgoings, Service Charges and General Service Charges is determined pursuant to the Residential Tenancy Legislation and the Residential Tenancy Agreement and the Owner shall not hold NAHC liable for Outgoings or Service Charges or General Service Charges in respect of the Premises and shall hold NAHC indemnified in respect of same.

9.2 Legal Costs

- (a) The Owner must pay NAHC reasonable Costs in relation to or arising out of a default under or repudiation of this Agreement by the Owner.
- (b) NAHC must pay the Owner reasonable Costs in relation to or arising out of a default or repudiation by NAHC under this Agreement.
- (c) The Owner must pay the cost (including NAHC's legal and administrative costs) of:
 - (i) stamp duty, from time to time assessed on this Agreement and all other duties which may from time to time be assessed (whether generally or against the Owner or against NAHC) in respect of this Agreement, where applicable;
 - (ii) any amendment to, or transfer or surrender of, this Agreement;
 - (iii) the costs of obtaining the consent of any registered mortgagee to this Agreement;
 - (iv) the exercise of any right or remedy by the Owner under this Agreement (including any power of attorney given by the Owner under this Agreement); and
 - (v) applying for or obtaining the grant or refusal of any consent or approval that may be requested by the Owner under or pursuant to this Agreement.
- (d) The Owner shall pay NAHC's costs in relation to the negotiation, preparation and execution of this Agreement.
- (e) The Owner shall pay its own costs in relation to the negotiation, preparation and execution of this Agreement.

10. Goods and Services Tax

10.1 If a Party ("Supplier") is liable by law for any GST on any Primary Payment, the remaining Party ("Recipient") must pay to the Supplier the amount of the GST:

- (a) at the same time; and
- (b) in the same manner, as the Recipient is required to pay the Primary Payment in respect of which the GST relates

where the GST is to be calculated in accordance with the GST Legislation and on the basis that the consideration otherwise payable under Agreement is the Value of the Taxable Supply.

10.2 Where the Supplier is required to pay the amount of any GST, the Supplier will ensure that a Tax Invoice which:

- (a) sets out the Primary Payment and the GST payable in compliance with the GST Legislation;
- (b) includes all particulars required by the GST Legislation; and
- (c) includes any other information the Recipient may reasonably require to enable it to obtain an input tax credit under GST Legislation for the GST Amount,

is issued to the Recipient.

10.3 Within 28 days of NAHC receiving a Tax Invoice in compliance with subclause 10.2, provided it has verified to its satisfaction the Tax Invoice details and the correctness of the Fee described in that Tax Invoice, NAHC will pay the amount stated in the Tax Invoice.

10.4 If the Owner is or becomes liable for GST in respect of any Primary Payment, such Primary Payment shall be, unless expressly stated otherwise in this Agreement, inclusive of GST.

11. Insurance

11.1 The Owner must at its own expense, and to the satisfaction of NAHC, throughout the Term maintain an insurance policy in the name of the Owner, with NAHC and any Mortgagee (where required) noted as interested parties (for their respective interests). The said insurance policy must be on terms and conditions as required by NAHC from time to time, and in addition to that otherwise notified by NAHC, must include the following insurances (or at such varied limits as NAHC may require from time to time):

- (a) public risk liability insurance applying to all operations of the Owner with limits of at least \$20,000,000.00 per occurrence;
- (b) property insurance (i.e building insurance) in respect of the Premises (if not already undertaken by a Body Corporate) with limits of at least 110% of the building value per occurrence;
- (c) Landlord's property insurance on all property owned by the Owner, or for which the Owner is legally liable, including that property situated in the Premises, fixtures, fittings and improvements with limits of at least \$20,000.00 per occurrence;
- (d) Loss of rent, tenant damage and theft insurance, each with limits of at least \$20,000.00 per occurrence respectively;
- (e) Rent default, with a limit of at least \$12,000 per occurrence; and
- (f) Flood insurance.

11.2 The Owner must at its own expense throughout the Term maintain the following insurance policies:

- (a) any policy needed to ensure the Owner is able to indemnify NAHC (including against consequential and economic loss) as provided in this Agreement;
- (b) insurance against all risks arising from the Property Management Agreement; and
- (c) any other form of insurance as NAHC may reasonably require from time to time.

11.3 The Owner must upon execution of this Agreement and upon the renewal of any insurance policy and at the request of NAHC provide evidence satisfactory to NAHC that the Owner has complied with its insurance obligations in this clause 11.

11.4 The Owner agrees that if the Owner fails to accord with its insurance obligations pursuant to this clause 11 NAHC may at its discretion do any one or all of the following:

- (a) effect (but NAHC is not obliged to so effect) insurance that meets the requirements of this clause 11 at the sole cost of the Owner. The Owner hereby provides NAHC with its irrevocable authority to effect such insurance, including by making non-refundable deduction from the Rent payable to the Owner, either by increment or in total. The Owner:
 - (i) agrees that NAHC has provided the Owner with reasonable prior opportunity to request and review the terms of such insurance policy;
 - (ii) is satisfied with the terms of any such policy effected in accordance with this clause 11.4;

- (iii) is satisfied that such terms provide sufficient insurance for the matters contemplated by this Agreement; and
 - (iv) releases NAHC from any Costs or Claim arising in relation to any insurance policy effected by NAHC pursuant to this clause, including in relation to that policy's efficacy, effect, exclusions, sufficiency, ongoing currency or content or the events that may be covered or the claim limits offered pursuant to such policy;
- (b) exercise its rights arising due to the Owner's Event of Default, pursuant to clause 24.
- 11.5 The Owner warrants that the Premises is and shall remain, insured to the full extent permissible at common law, equity and statute under such statutory insurances as are applicable.
- 11.6 NAHC is not authorized or qualified to provide advice on insurance, financial services or financial products to the Owner. Notwithstanding any provision of this Agreement or action or omission of NAHC to the contrary, NAHC makes no statement, representation or warranty to the Owner in respect of any insurance policy adopted by the Owner (including by NAHC on behalf of the Owner pursuant to clause 11.4(a)), and in particular makes no statement, representation or warranty to the Owner in respect of the ongoing efficacy, effect, sufficiency or content of such policy or the events that may be covered by any policy of insurance and the claim limits offered pursuant to such policy.
- 11.7 The Owner agrees that it:
- (a) has been given advice about its insurance arrangements and this clause 11 by a suitably qualified independent legal adviser;
 - (b) to the extent it has not received such advice, has been told by NAHC that that kind of advice should be sought but has decided not to seek it.
- 11.8 The Owner must not do anything that may render any insurance affected by the Owner in relation to the Premises invalid or capable of cancellation or that may increase the insurance premiums of the same.
- 11.9 If the Owner does not comply with this clause 11, it indemnifies NAHC against all Costs and Claims incurred by NAHC as a result, including any reputational damage to NAHC, the cost of taking out any policy of insurance pursuant to clause 11.4 or otherwise or any Costs of Claims from a tenant or third party.
- 11.10 The authority under subclause 11.4 and the indemnity under subclause 11.9 are effective notwithstanding any:
- (a) failure or refusal by NAHC to take advantage of any default, breach or repudiation of the Owner;
 - (b) affirmation, election, forbearance or indulgence given to the Owner by NAHC;
 - (c) abandonment of the obligations of the Owner under this clause 11;
 - (d) waiver by NAHC of the obligations of the Owner under this clause 11;
 - (e) failure or refusal by NAHC to exercise any right or remedy
- whether given before the entrance into this Agreement, during the Term of this Agreement or after the expiration or earlier termination of this Agreement. By way of example, the failure of NAHC to require a form of insurance, or a particular limit under clause 11.1 (including where NAHC has knowledge of that failure and has not acted) does not limit the operation of the indemnity under this clause 11.9.

12. NAHC Appointed as Manager of Parties' NRAS Consortium

- 12.1 NAHC is irrevocably and exclusively appointed and is responsible for the management and control of the Parties' NRAS Consortium and the Parties' NRAS Activity and is exclusively authorised to make all decisions as it sees fit in its absolute discretion without further recourse to the Owner on the nature and extent of the day to day management of the Parties' NRAS Consortium and the Parties' NRAS Activity. The appointment pursuant to this clause extends to and includes:
- (a) the giving of directions to, and supervision of, the Property Manager on the management and the letting of the Premises as an Approved Rental Dwelling, including, without limitation, with respect to:
 - (i) the enforcement of a requirement that the Residential Tenant vacate the premises where the Residential Tenant no longer meets the Eligibility Criteria; and
 - (ii) the terms on which a Residential Tenancy Agreement is to be entered.
 - (b) exercising the right to vary or terminate any Property Management Agreement with a Property Manager;
 - (c) exercising the right to let or re-let the Premises, or terminate, or vary any Residential Tenancy Agreement; and

- (d) exclusively dealing with the Australian Government and State Government and any Authority in respect of all matters concerning the Premises, the Parties' NRAS Consortium constituted by this Agreement, the Reserved NRAS Allocation, the NRAS Allocation and the NRAS Requirements.
- 12.2 On or before the Incentive Period Commencement Date and at all times thereafter and prior to the completion of the Term, NAHC may, as attorney exercising its power pursuant to clause 12.3, appoint a Property Manager, whether by initial appointment, transfer, novation or assignment, that, in the absolute discretion of NAHC:
- (a) is an Eligible Organisation;
 - (b) has executed the Property Management Agreement; and
 - (c) has executed a Deed with NAHC under which the Property Manager has undertaken to comply with the NRAS Requirements.
- 12.3 Without limiting the authority granted under clause 12.1, the Owner irrevocably appoints NAHC (and any director or company secretary of NAHC) exclusively as the attorney of the Owner to:
- (a) appoint, direct and instruct a Property Manager chosen by NAHC in its absolute discretion pursuant to clause 12.2;
 - (b) exercise the Owner's right to vary, assign, terminate or otherwise deal with any Property Management Agreement with a Property Manager and to execute any deed, agreement or instrument required pursuant to special condition 20 of the Property Management Agreement;
 - (c) exercise the Owner's right to enter, or authorize or instruct the Property Manager to enter, any Residential Tenancy Agreement of the Premises with an Eligible Residential Tenant for whatever term or terms and upon whatever terms and conditions in all respects as my attorney shall think fit, provided that rent shall be at all times determined in accordance with clause 6.1;
 - (d) exercise the Owner's right to vary or determine, or authorize or instruct the Property Manager to vary or determine, any Residential Tenancy Agreement of the Premises with a Residential Tenant when and as occasion shall require and when and as my attorney shall think fit;
 - (e) to take advantage of and enforce all forfeitures of any Residential Tenancy Agreement and for that purpose to make all entries or re-entries in or upon the Premises when and as my attorney shall think fit;
 - (f) Subject to any lawful requirement to the contrary:
 - (i) instruct the Property Manager as to the payment of monies received, or to be received by the Owner pursuant to the Residential Tenancy Agreement (which monies include, without limitation, rent, bond, outgoings and any amount payable pursuant to an order of a Court or insurance policy) and for the avoidance of doubt such authority extends to the giving of instructions to the Property Manager for the opening, operation, administration, and payment to and from (including the payment of fees, charges, expenses and commissions) any account held on trust in respect of the Premises (the "Account");
 - (ii) demand, receive and have access (including by electronic means) to books, correct and detailed accounts and other records of all monies received in respect of the Premises and the application thereof in writing (including receipts, cheques, audits required by law, books or other records relating to an account) and such explanation and information as NAHC desires for examination;
 - (iii) commission any audit or investigation of the Account as NAHC sees fit, in its absolute discretion;
 - (iv) deal with any third party (including any financial institution and/or any Authority) that has control or jurisdiction over the Account; and
 - (v) the Owner shall provide any written direction to the Property Manager, financial institution, Authority or third party necessary to give effect to this subclause 12.3(f);
 - (g) exercise the rights of NAHC pursuant to this Agreement, and in particular, to perform its obligations as Approved Participant and to manage and control the Parties' NRAS Activity including the right, to execute all deeds, instruments and agreements which NAHC considers necessary for the Owner to comply with its obligations pursuant to this Agreement;
 - (h) from time to time to appoint a substitute or substitutes and revoke those appointments; and
 - (i) to do execute and perform any act, deed, matter or thing in accordance with this clause 12.3 as fully and effectually as The Owner could do.

The Owner will ratify and confirm everything the attorneys or any substitute or substitutes lawfully do or cause to be done in accordance with this clause 12.3, provided that such acts are not illegal or fraudulent.

- 12.4 The Owner will not do anything to cause the Property Manager not to comply with the express or implied obligations hereby created or within the Property Management Agreement. The Owner must not deal with or provide direct instructions to the Property Manager or the Residential Tenant:

- (a) except as is allowed pursuant to this Agreement;
- (b) in contravention of the NRAS Requirements, this Agreement or a direction given by NAHC to the Owner, the Property Manager or the Residential Tenant.

The prohibition pursuant to this subclause includes:

- (c) appointing a Property Manager;
 - (d) varying, assigning or terminating any Property Management Agreement;
 - (e) directly letting or re-letting the Premises, or terminating, or varying any Residential Tenancy Agreement;
 - (f) other than by the powers granted to NAHC pursuant to this clause 12; or
 - (g) without the consent of NAHC first had, which may be withheld in its absolute discretion.
- 12.5 While this Agreement remains current the Owner must, to the extent permitted by common law, in equity or by statute, revoke in writing and finalise any pre-existing appointment given to any other person other than NAHC to let or manage the Premises.
- 12.6 The Property Manager will be governed by the terms and conditions outlined in the Property Management Agreement and such other terms as NAHC considers necessary in its absolute discretion to ensure compliance with the NRAS Requirements.
- 12.7 If NAHC elects to assign the Property Manager's interest in the Property Management Agreement, or if the Property Management Agreement is terminated, NAHC will be responsible for the appointment of another organisation as Property Manager.
- 12.8 The Parties agree that all Residential Tenancy Agreements must be (both at their commencement and for their duration, including any renewed term) subject to conditions:
- (a) required to ensure compliance with the NRAS Requirements;
 - (b) required to ensure compliance with this Agreement (including that the rent is determined in accordance with clause 6 and as reviewed from time to time in accordance with clause 7);
 - (c) subject to any lawful requirement to the contrary, that permit termination of the Residential Tenancy Agreement pursuant to clause 5.4(c) of this Agreement; and
 - (d) as are otherwise required by NAHC in its absolute discretion.
- 12.9 The Owner agrees with NAHC to, throughout the Term:
- (a) Subject to the rights of the Mortgagee and the obligations of an Owner pursuant to a registered mortgage of the Premises, ratify all legal acts, deeds and things done by NAHC in connection with the Premises as is permitted by this Agreement;
 - (b) Where applicable, reimburse NAHC all expenses properly incurred by NAHC in relation to the Premises; and
 - (c) Where required by NAHC, make all payments due by the Owner:
 - (i) to NAHC;
 - (ii) for any amount outstanding pursuant to the Property Management Agreement, including any amount outstanding in respect of water charges, Outgoings or contractor's fees;
 - (iii) pursuant to the insurance policy under clause 11;
 - (iv) to any insurer pursuant to clause 11.4;
 - (v) to any valuer appointed pursuant to clause 7; and/or
 - (vi) to the Property Manager

and to pay or suffer deduction of any such payments due from the Rent to be paid to it by the Residential Tenant. The Owner irrevocably agrees that NAHC may instruct the Property Manager to deduct from the Rent payable to the Owner pursuant to clause 6 any other money due from the Owner to NAHC under this Agreement or on any other account.
- 12.10 The Owner must reimburse NAHC on demand for any money paid by NAHC for or on behalf of the Owner within fourteen (14) days of demand.

13. Responsibilities of the Property Manager

- 13.1 The Owner recognises that, except where NAHC is appointed as the Property Manager:

- (a) the Property Manager has undertaken to the Owner to perform certain obligations as detailed in the Property Management Agreement, which obligations include to comply with the NRAS Requirements and any conditions to the NRAS Allocation and Reserved NRAS Allocation;
- (b) the Property Manager has provided an undertaking to NAHC that it will advise NAHC within a reasonable time of it having knowledge of:
 - (i) a failure to fulfil its obligations pursuant to the Property Management Agreement; or
 - (ii) the occurrence of an event which may affect the receipt of the Incentive, or a proportion of the Incentive, by the Owner,
 and that NAHC does not have responsibility to make enquiry of the Property Manager as to the occurrence of any failure or event outlined in subclause (b)(i) or (ii);
- (c) that NAHC does not have a requirement to positively monitor the performance of the Property Manager;
- (d) NAHC is not responsible for the repair, whether structural or otherwise, or maintenance of the Premises and is not responsible for ensuring the Property Manager accords with its obligations pursuant to the Property Management Agreement;
- (e) the Property Manager has undertaken to ensure that the Premises, and the management of it, complies at all times with the landlord, tenancy, building, planning and health and safety laws of the State or Territory and local government area in which the Premises is located;
- (f) NAHC is not responsible for the property management of the Premises;
- (g) NAHC is not responsible for any tenancy management in respect of the Premises or any Residential Tenant of the Premises;
- (h) the Property Manager has indemnified NAHC in respect of the following matters:
 - (i) monitoring compliance with the NRAS Requirements in respect of the Premises;
 - (ii) claims by any third party in respect of any matter arising from the management of the Premises;
 - (iii) the inability of the Property Manager to let the Premises to an Eligible Residential Tenant; and
 - (iv) certain Claims or Costs arising from the actions, omissions or negligence of the Property Manager.
- (i) NAHC is dependent on the Property Manager in fulfilling its obligations pursuant to this Agreement and the Owner:
 - (i) offers to NAHC an immunity; and
 - (ii) shall hold, and shall continue to hold, NAHC indemnified to the extent permissible at common law, in equity and by statute;

in respect of any requisition, objection, action or claim against NAHC arising from any omission, negligence or action of the Property Manager arising from, or pursuant to, the NRAS Requirements, the Legislative Requirements or the Parties' NRAS Documents.

14. Availability of Eligible Residential Tenants

The Owner acknowledges that Eligible Residential Tenants are to be sourced in accordance with any requirement of the NRAS Requirements (including any requirement of the NRAS Allocation and Reserved NRAS Allocation) and the State Government, which requirements may include the sourcing of Eligible Residential Tenants that have particular tenant characteristics and the Owner releases NAHC, and keeps NAHC released, in respect of against any Costs or Claim arising directly or indirectly due to the inability of the Property Manager to let the Premises to an Eligible Residential Tenant.

15. The Owner's Covenants

15.1 The Owner must use reasonable endeavours to assist NAHC:

- (a) in performing its duties pursuant to this agreement;
- (b) in answering any queries from the Secretary or the State Government or any Authority concerning the Premises, the NRAS Requirements, this Agreement, the Property Management Agreement or the Residential Tenancy Agreement or the Parties' NRAS Consortium or Parties' NRAS Activity; and
- (c) to comply with all requests, directions, and monitoring requirements of the Department, Secretary and the State Government.

15.2 Any consent, approval or authority of the Owner must be in writing and signed by or on behalf of the Owner. Any consent, approval or authority of NAHC must be in writing and signed by or on behalf of NAHC. Any consent or

approval of the Owner shall not be unreasonably or capriciously withheld but may be granted subject to reasonable conditions, unless otherwise provided in this Agreement.

15.3 The Owner must ensure:

- (a) the Premises and inclusions are clean;
- (b) the Premises is fit for the Residential Tenant to live in;
- (c) the Premises and inclusions are in good repair;
- (d) there is a landline telephone connection to the Premises;
- (e) the Owner is not in breach of a law dealing with issues about the health or safety of persons using or entering the Premises;
- (f) that both it and the Premises meet all building requirements of the local and state authorities;
- (g) there is no legal impediment to occupation of the Premises by any Residential Tenant as a residence for the term of any Residential Tenancy Agreement taking effect during the Term; and shall
- (h) immediately inform NAHC of any changes to the Premises; and shall
- (i) use reasonable endeavours to keep the Premises in good repair, including structural repair, and attend to any repair and maintenance in accordance with the Legislative Requirements and otherwise at common law, in equity and by statute so that the Premises are fit for an Residential Tenant to live in as a residence.

15.4 Owner's Warranty

- (a) The Owner warrants to NAHC that:
 - (i) the Premises is suitable for the Permitted Use and that the Premises can be lawfully used for the Permitted Use;
 - (ii) it owns the Premises or is in the process of becoming the Owner of the Premises and will be the registered owner by the Incentive Period Commencement Date; and
 - (iii) it has the authority to enter into this Agreement with respect to the Premises.
- (b) The Owner warrants to NAHC and shall ensure that, at the Incentive Period Commencement Date and during the remainder of the Term thereafter, the Premises, and the management of it, complies and shall comply:
 - (i) with any condition contained within the Reserved NRAS Allocation and NRAS Allocation (as the case may be) in respect of the required style, size and special attributes (if any) of each dwelling, including the general conditions contained at Schedule 1A;
 - (ii) with any special conditions that apply to the Reserved NRAS Allocation in respect of the Premises, including those special conditions listed at Schedule 1B, and as may be amended from time to time by the Secretary or the State Government;
 - (iii) with any special conditions that apply to the NRAS Allocation in respect of the Premises, and as may be amended from time to time by the Secretary or the State Government;
 - (iv) with any requirements of the NRAS Requirements necessary for the Premises to participate in the Scheme as an Approved Rental Dwelling;
 - (v) with any conditions to the Reserved NRAS Allocation and NRAS Allocation (as the case may be) where NAHC specified in their application that they would make certain dwellings available for certain target groups; and
 - (vi) with any landlord, tenancy, building, planning and health and safety laws of the State and the Local Government area in which the Premises is located, as may be applicable.

15.5 Compliance with Law

- (a) The Owner, will at its own expense, at all times during the Term of this Agreement:
 - (i) obtain and maintain all necessary Authorisations for the Permitted Use to be lawful and provide to NAHC and the Property Manager copies of all such Authorisations; and
 - (ii) comply with all Legislative Requirements and with the requirements of each Authority, relating to the Premises and their use, including (without limitation) all building, landlord, tenancy, privacy, disability, discrimination, environmental, planning and safety laws; and
- (b) NAHC is not responsible for the Owner's compliance with any applicable pool safety requirements and:
 - (i) NAHC will be held harmless by the Owner for any Costs or Claims; and

- (ii) the Owner shall hold NAHC indemnified in respect of any Costs or Claims, caused or contributed to by the presence of any pool (including any portable pool) on the Premises, or any land associated with the Premises.

15.6 The Owner shall upon the request of NAHC supply to NAHC a statement in writing that:

- (a) the Owner has complied with its obligations pursuant to subclauses 15.3, 15.4 and 15.5; or
- (b) to the extent that the Owner has not complied with its obligations pursuant to subclauses 15.3, 15.4 and 15.5, provides details of any such non-compliance.

15.7 Confidential Information

- (a) The Owner shall comply in all respects with all privacy, disability and discrimination laws and the NRAS Requirements when dealing with any Confidential Information.
- (b) The Owner agrees and undertakes that it will keep confidential and will not use for its own purposes and will not without the prior written consent of NAHC disclose to any third party, any Confidential Information which may become known to the Owner.
- (c) If Confidential Information is disclosed in accordance with clause 15.7(d), the Owner will ensure that the person to whom the information is disclosed is made aware of its confidential nature and the obligations restricting its use and disclosure.
- (d) Confidential Information may only be disclosed by the Owner to those employees, contractors, agents of the Owner who:
 - (i) have a need to know, and only to the extent that each needs to know; and
 - (ii) who have agreed in writing, in a form satisfactory to NAHC, to maintain the confidentiality of such Confidential Information prior to any disclosure to them of that Confidential Information taking place.
- (e) The Owner accepts responsibility for any use or disclosure of Confidential Information contrary to this clause 15.7 and will be liable for, and indemnify NAHC against, any Costs or Claims against NAHC arising in relation to such use or disclosure by the Owner.
- (f) The Owner must make every reasonable effort to notify NAHC immediately upon becoming aware of any breach of this clause 15.7.

15.8 The Owner must notify NAHC in writing if it proposes to change the bank account into which rent is to be paid by the Property Manager.

15.9 The Owner shall promptly give instructions to NAHC when requested to do so by NAHC.

16. Maintenance of Premises

16.1 Repairs and Maintenance of Premises

The Owner acknowledges that it has reached separate agreements with the Residential Tenant and the Property Manager in respect of repairs (including structural repairs), maintenance and damage to the Premises in the respective forms of the Residential Tenancy Agreement and Property Management Agreement and shall hold NAHC fully indemnified in respect of such repairs, maintenance and damage. For the avoidance of doubt, NAHC shall not be required to effect, and the Owner releases NAHC from any obligation to, repair (including structural repairs) or maintain the Premises, which repairs and maintenance shall remain the sole responsibility of the Owner, the Residential Tenant and the Property Manager.

16.2 Notwithstanding clause 16.1, NAHC may, but is not obliged to

- (a) undertake; or
- (b) instruct the Property Manager to undertake
- (c) any repairs and maintenance to the Premises that NAHC, in its absolute discretion considers necessary to ensure the Premises is fit and proper for the use of leasing to Eligible Residential Tenants or to otherwise comply with the NRAS Requirements. NAHC may recover from the Owner the reasonable costs of such repairs as a debt repayable on demand.

16.3 The parties acknowledge and agree that:

- (a) NAHC gives no warranty about the credit worthiness, character, suitability or fitness of any Residential Tenant;
- (b) NAHC is not responsible to the Owner for any default of the Residential Tenant or any damage done to the Premises (including arising from any invitee of the Residential Tenant or any animal to be kept at the

Premises), or any unsatisfactory, illegal or fraudulent conduct of the Residential Tenant whether or not the Residential Tenant was approved by NAHC;

- (c) NAHC gives no warranty that, either at the Commencement Date or during the Term, the Premises complies with any or all of subclauses 15.3, 15.4 and 15.5; and
- (d) NAHC assumes no liability for the state or manner of construction of the Premises at any time.

17. Acknowledgement Regarding NRAS

17.1 NAHC gives no representation to the Owner that:

- (a) the Commonwealth or State Governments will make an Incentive, or any portion of an Incentive, available to the Parties' NRAS Consortium or Owner in any given NRAS year, in any given part of an NRAS Year or at all;
- (b) the parties to this Agreement will constitute, or shall remain, a NRAS Consortium during the term of this Agreement;
- (c) the Premises shall meet the requirements of the NRAS Requirements at any given time;
- (d) either at the time of appointment, or during the term of the Property Management Agreement, the Property Manager will be either able or competent to comply with the requirements of the Residential Tenancy Agreement, the Property Management Agreement, the NRAS Requirements, the Residential Tenancy Legislation or the Legislative Requirements;
- (e) the Premises or NAHC or the Parties' NRAS Consortium, as the case may be,:
 - (i) has, or shall retain, the benefit of the Reserved NRAS Allocation during the period prior to the Incentive Period or that the Reserved NRAS Allocation will not be transferred, varied or revoked or that the Reserved NRAS Allocation will not become a Provisional NRAS Allocation;
 - (ii) has, or shall retain, the benefit of the NRAS Allocation for the whole of the Incentive Period or any part of the Incentive Period or that the NRAS Allocation will not be transferred, varied or revoked;
- (f) Eligible Residential Tenants (or Eligible Residential Tenants of a particular class, if applicable, under the NRAS Requirements or State Government requirements) are, or will be willing or available to rent the Premises;
- (g) that the Incentive will, or will not, be a Taxable Supply pursuant to GST Legislation or that GST will, or will not, apply to the Incentive
- (h) any particular taxation or financial outcome will, or will not, apply to the Incentive, the Parties' NRAS Consortium or the Parties' NRAS Activity;

and the Owner shall not make any Claim against NAHC in respect of the foregoing and NAHC shall not be liable to pay any Costs incurred by the Owner, including any amount equivalent to the Incentive, or part thereof, if the Incentive is apportioned, withheld, offset, withdrawn or otherwise not made available to the Owner in respect of any given NRAS year.

17.2 The Owner acknowledges that the provision of the Incentive is subject to compliance by the Owner with those provisions of the NRAS Requirements which place obligations upon Owners of rental dwellings made subject to the NRAS Requirements.

17.3 The Owner releases and indemnifies NAHC and keeps NAHC released and indemnified, in respect of and against any Claim or Costs arising directly or indirectly from any circumstances, for which NAHC, its officers, agents or employees may be or become liable whether directly, or indirectly, in contract, tort, by statute or otherwise, in respect of this Agreement and whether during or after the Term, including in respect of any loss or damage to property, or injury or death to any person, caused by:

- (a) any act or omission on the part of the Owner, its agents (including the Property Manager and contractors of the Property Manager), licensees, employees, contractors or others under the Owner's control, any Residential Tenant, or any invitee of any Residential Tenant;
- (b) NAHC's use of the Premises pursuant to this Agreement;
- (c) the Property Manager's use of the Premises pursuant to the Property Management Agreement;
- (d) the Property Manager's performance under the Property Management Agreement;
- (e) any Residential Tenant's use or occupation of the Premises;
- (f) any successful claim by any third party in respect of any matter arising from the management of the Premises;
- (g) the inability of the Property Manager to let the Premises to an Eligible Residential Tenant;

- (h) for any Costs or Claim NAHC incurs as a result of any breach of this Agreement or a Parties' NRAS Document by the Owner; or
- (i) for any costs arising as a result of any request for the Owner's consent pursuant to this Agreement or a Parties' NRAS Document;

except to the extent that such Claim or Costs are caused by the negligent act or omission of NAHC, its officers, employees or its agents in carrying out the terms of this Agreement.

17.4 NAHC is not required to do anything or supply any service to the Premises unless required to do so by this Agreement or law. NAHC shall not be liable to the Property Manager, the Owner, the Residential Tenant or any other person for any Claim or Costs, abatement of any rental or other money, or on any other account whatever by reason of any reservation or exercise of any right of NAHC under this Agreement, any operation, interruption or cessation of any service to the Premises, or by making or failing to make any repairs, maintenance, alterations or additions to the Premises or by any other cause whatever.

17.5 Except as otherwise expressly provided in this Agreement, the Owner releases NAHC and is not entitled to object, make any Claim, seek Costs from NAHC, refuse or delay performance or seek to terminate the Parties' NRAS Documents in respect of any matter in clause 5.3(c) or clause 17.1. If the Incentive or any part of the Incentive is apportioned, withheld, offset, withdrawn or otherwise not available to the Owner in respect of any given NRAS Year or for the duration of the Incentive Period, NAHC will not be liable to pay any amounts to the Owner, including any amount equivalent to the Incentive or any part of the Incentive.

18. Mortgagee Exercising Power of Sale

18.1 The Mortgagee may exercise its power of sale of the Premises pursuant the Legislative Requirements. The Mortgagee exercising the said power of sale may terminate this Agreement by the giving of written notice to NAHC within the notice periods stated at clause 18.2.

18.2 The notice period required for termination of this Agreement pursuant to clause 18.1 is:

- (a) equivalent to that period of notice required to be given by the Mortgagee to the Residential Tenant to obtain possession of the Premises pursuant to the Residential Tenancy Legislation; or
- (b) if no period of notice is applicable under clause 18.2(a), two months prior to the exercise of the power of sale by the Mortgagee; or
- (c) notwithstanding subclauses (a) and (b), if no current Residential Tenancy Agreement is in place, one month.

18.3 If any Mortgagee has notified its intention to, either or both, enter into possession of the Premises (whether as receiver or manager or otherwise) or exercise its power of sale of the Premises:

- (a) the Owner must use all its reasonable endeavours to give notice to NAHC as soon as possible, which notice supplies evidence of the Mortgagee's intention to the satisfaction of NAHC.
- (b) NAHC may not terminate this Parties' NRAS Consortium for a period of 30 days after receipt of a notice from the Mortgagee, Owner, or Property Manager that notifies NAHC that the Mortgagee has an intention to, either or both, enter into possession of the Premises or exercise its power of sale of the Premises. This period is to allow the Mortgagee time to assess whether it wishes to sell the Premises with the benefit of the Reserved NRAS Allocation or NRAS Allocation (as the case may be), or without it (the "Mortgagee Determination Date").
- (c) If the Mortgagee decides to sell with the benefit of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) and NAHC is given written notice by the Mortgagee of such by the Mortgagee Determination Date, then NAHC must allow the Mortgagee to comply (and will assist wherever necessary to ensure compliance) with the provisions of clause 5.4 as if named therein as Owner.
- (d) If the Mortgagee does not notify NAHC that it has decided to sell with the benefit of the NRAS Allocation by the Mortgagee Determination Date, NAHC can terminate this Agreement and clause 24.3(e) applies.

If NAHC terminates this Agreement pursuant to this subclause 18.3, except for antecedent Claims and terms which do not merge on termination of this Agreement, neither party has any rights against the other in connection with this Agreement.

19. Damage and Destruction

19.1 If the Premises is destroyed or damaged, rendering the Premises wholly or substantially unfit for the use and occupation of the Residential Tenant, (the "Damage") then, in accordance with the NRAS Requirements, a proportionate part of the Incentive payable under this Agreement shall abate until the Premises has been made substantially fit for the use and occupation of the Residential Tenant.

- 19.2 The Owner shall restore the Premises to the former (or any other) specifications of the Premises, including any conditions applicable to the Reserved NRAS Allocation or NRAS Allocation (as the case may be), following the Damage.
- 19.3 If the Owner fails to commence repairing the Damage within a reasonable time after NAHC requests the Owner in writing to do so, the Owner herein authorises NAHC to, in its absolute discretion:
- (a) seek, and receive approval for, the transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another property of NAHC's nomination, which right may be waived by NAHC;
 - (b) terminate this Agreement by giving at least one (1) month's written notice to the Owner.
- 19.4 If the Owner notifies NAHC that the Owner considers it impracticable or undesirable to repair the Damage then, the Owner herein authorises NAHC to, in its absolute discretion:
- (a) seek, and receive approval for, the transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another property of NAHC's nomination, which right may be waived by NAHC; and
 - (b) subject to the completed transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another property pursuant to subclause (a), either party may terminate this Agreement without compensation by giving at least one (1) month's written notice to the other party.
- 19.5 If the Premises (or any part of the same) shall at any time be taken for any public purpose, then, the Owner herein authorises NAHC to, in its absolute discretion:
- (a) seek, and receive approval for, the transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another property of NAHC's nomination, which right may be waived by NAHC; and
 - (b) subject to the completed transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another property pursuant to subclause (a), either party may terminate this Agreement without compensation by giving at least one (1) month's written notice to the other party.
- 19.6 Unless otherwise expressly provided, any termination pursuant to this clause 19 shall be without prejudice to any antecedent rights and remedies of any party.
- 19.7 Any dispute as to the nature and extent of the Damage shall be determined by the loss assessor stated at Schedule 4 on the application of either the Owner or NAHC. In making a determination, the loss assessor shall act as an expert and not as an arbitrator and such determination shall be final and binding on all parties. The costs of such determination shall be borne by either or both the Owner and NAHC (and if by both, in the proportion between them) as the loss assessor shall decide.

20. Dealing with Agreement and Premises

20.1 Assignment and other Dealings

- (a) NAHC is not entitled to, and must not assign this Agreement without the consent of the Owner. The Owner will not unreasonably withhold its consent to any assignment by NAHC.
- (b) The Owner hereby consents to any assignment of this Agreement by NAHC to any person ("the Incoming Approved Participant") where:
 - (i) the assignee has executed a deed with the Owner, which the Owner will prepare and which will be in whatever terms the Owner reasonably requires and in which the assignee undertakes to observe and perform NAHC's obligations under this Agreement; and
 - (ii) the assignee has paid the Owner's reasonable legal and other costs relating to the assignment, including the costs of preparing, executing, and stamping the deed referred to in subclause (i) above and any transfer of this Agreement.

20.2 Assignment of Property Management Agreement

- (a) NAHC may assign the Property Manager's interest in the Property Management Agreement without the consent of the Owner pursuant to clause 12.3.

21. Residential Tenancy Agreements Beyond the End of Term

The Property Manager on behalf of the Owner may, grant a Residential Tenancy Agreement of the Premises which Agreement expires after the end of the Term. The Owner acknowledges that it will not be entitled to the receipt of the Incentive for that part of the term of the Residential Tenancy Agreement which occurs after the end of the Term of this Agreement. Reference in this clause to the end of Term includes the end of the Term where this Agreement is terminated, as a result of default or by mutual agreement.

22. Conditions to Agreement and Sale Contract

22.1 Ownership of Premises

If at the Commencement Date the Owner is not the current registered owner of the Premises this Agreement is subject to the Owner or its successor or assignee by on or before the date the Premises are first available for rent under the Scheme becoming the registered owner of the Premises free from Encumbrance (excluding any registered mortgage) failing which either Party may at any time after the date the Premises are first available for rent under the Scheme terminate this Agreement by written notice to the other and, except for antecedent Claims and terms which do not merge on termination of this Agreement, neither Party has any rights against the other in connection with this Agreement.

22.2 Conditions to Contract

The Owner must notify NAHC within seven days of the happening of the following events:

- (a) the Contract becoming unconditional;
- (b) an amendment to the terms of the Contract (including any extension of a date for the performance of an obligation under the Contract); or
- (c) the termination of the Contract.

22.3 Agreement Subject to Contract

This Agreement may be terminated by either party by the giving of 7 days' notice if the Contract is terminated, and, except for antecedent Claims and terms which do not merge on termination of this Agreement, neither Party has any rights against the other in connection with this Agreement.

22.4 Any changes to the expected ready to let date for the Premises or the Incentive Period Commencement Date must be notified to NAHC immediately upon the Owner becoming aware of the change.

22.5 The Owner is required to meet key deadlines and any other conditions imposed in respect of the Reserved NRAS Allocation and NRAS Allocation pursuant to the NRAS Requirements, including those conditions listed at Schedule 1B, and the Purchaser acknowledges that failure to meet these deadlines and conditions may affect the Reserved NRAS Allocation or NRAS Allocation and may lead to the loss of the Reserved NRAS Allocation or NRAS Allocation under the NRAS Requirements

23. Owner's Rights to Inspection of Premises and to Effect Works

NAHC and its employees and agents (at NAHC's sole cost and risk) may at all reasonable times, on giving to the Owner and/or the Property Manager not less than any minimum notice period required to be given to a Residential Tenant pursuant to the Residential Tenancy Legislation, access the Premises for the purpose of inspecting the Premises for all purposes of and incidental to the Parties' NRAS Activity, but in doing so NAHC and its employees and agents must comply with the Residential Tenancy Legislation and any other relevant Legislative Requirements and minimise any disruption or inconvenience to any Residential Tenant.

24. Defaults and Termination

24.1 Termination of Agreement

- (a) Prior to the date that the Reserved NRAS Allocation becomes an NRAS Allocation, this Agreement is conditional upon the ongoing operation of NAHC's Reserved NRAS Allocation in respect of the Premises.
- (b) On and subsequent to the date that the Reserved NRAS Allocation becomes an NRAS Allocation, this Agreement is conditional upon the ongoing operation of the NRAS Allocation in respect of the Premises.
- (c) In addition to any other right of termination under this Agreement and, unless otherwise expressly provided, without prejudice to any antecedent rights and remedies of any party, if for any reason in the period:
 - (i) prior to the date that the Reserved NRAS Allocation becomes an NRAS Allocation, NAHC's Reserved NRAS Allocation is transferred from the Premises, revoked, expires or is otherwise determined; or
 - (ii) on and from the date that the Reserved NRAS Allocation becomes an NRAS Allocation, NAHC's NRAS Allocation is transferred from the Premises, revoked, expires or is otherwise determined;

then unless the Parties otherwise agree in writing, either Party may determine this Agreement by written notice to the other party. The date for termination of this Agreement shall be the date NAHC's Reserved NRAS Allocation or NAHC's NRAS Allocation (as the case may be) ceases to operate in respect of the Premises.

- (d) This Agreement is subject to and conditional upon the entrance to and ongoing operation of any funding agreement with State Government under which the State Government component of the Incentive in respect of the Premises is payable. If such State Government funding agreement is not entered into, is transferred

from the Premises, is revoked, is surrendered, expires, or is otherwise determined NAHC may in its absolute discretion:

- (i) determine this Agreement by written notice to the other party; or
 - (ii) by written notice to the Owner, sever or amend such provisions of this Agreement as are applicable in NAHC's absolute discretion to the State Government component of the Incentive and such provisions will be severed or amended, as the case may be, from the remainder of this Agreement and will be deemed never to have been part of this Agreement and the remainder of this Agreement will continue and remain in full force and effect.
- (e) The date for termination of this Agreement pursuant to clause 24.1(d)(i) or severance pursuant to clause 24.1(d)(ii) shall be the date the State Government funding agreement ceases to operate in respect of the Premises.

24.2 Event of Default

An Event of Default occurs if:

- (a) (failure to effect repairs) the Owner fails or refuses to carry out any repairs properly required by any written notice from NAHC or Property Manager within the time specified in that notice;
- (b) (assignment without approval) the Owner fails to comply with clause 5;
- (c) (stop payment) the Owner stops payments to its creditors generally;
- (d) (corporate insolvency) the Owner has an application for winding up presented against it, or enters into liquidation whether voluntarily, compulsorily or provisionally, or is wound up or dissolved (except for the purpose of reconstruction or amalgamation) or struck creditors off, or enters into a scheme of arrangement with creditors, or is placed under official management or administration, or a receiver and/or manager of its assets is appointed, or is appointed in respect of any assets of the Owner or a mortgagee, chargee or any appointee of any of them enters into possession of the Premises or the Owner is deregistered or it is struck off, deregistered or otherwise ceases to exist or have a full capacity;
- (e) (judgment) judgment is signed or entered against the Owner and remains unsatisfied for 30 days or any execution or other process of court or Authority or any distress is sued out against or levied on the Premises and is not paid out or satisfied and withdrawn in 14 days;
- (f) without NAHC's consent the Premises are no longer used for Permitted Use; or
- (g) (non-compliance) the Owner does not comply with an obligation of the Owner under this Agreement.

24.3 Party's Rights on Event of Default

- (a) If NAHC breaches this Agreement, either through non-compliance with an obligation under the Agreement or an Event of Default, the Owner must give a written notice to NAHC specifying the breach and allow NAHC a reasonable time within which to remedy the breach before NAHC shall be in default.
- (b) If NAHC performs an Event of Default and the default has not been remedied to the reasonable satisfaction of the Owner after the giving of notice of the occurrence of the default to NAHC in accordance with subclause (a), which notice is to be not less than the longer of:
 - (i) the period required to terminate the Residential Tenancy Agreement pursuant to the Residential Tenancy Legislation;
 - (ii) fourteen (14) days; and

then the Owner may at any time do any one or more of the following:

- (iii) terminate this Agreement;
 - (iv) recover from NAHC any loss or damage suffered by the Owner as a result of NAHC's default;
 - (v) affirm this Agreement; or
 - (vi) exercise any of its other rights.
- (c) If the Owner breaches this Agreement, either through non-compliance with an obligation under this Agreement or an Event of Default, NAHC must give a written notice to the Owner specifying the breach and allow the Owner a reasonable time within which to remedy the breach before the Owner shall be in default.
- (d) If the Owner has made default and the default has not been remedied to the reasonable satisfaction of NAHC after the giving of notice of the occurrence of the default to the Owner in accordance with subclause (c), which notice is to be a minimum period of fourteen (14) days, then NAHC may at any time do any one or more of the following:
- (i) terminate this Agreement;

- (ii) recover from the Owner any loss or damage suffered by NAHC as a result of the Owner's default;
 - (iii) affirm this Agreement; or
 - (iv) exercise any of its other rights.
- (e) NAHC reserves the right to, in its absolute discretion, in the event of termination of this Agreement (for any reason), make application to the Secretary and the State Government, and receive approval, for a transfer of the Reserved NRAS Allocation or NRAS Allocation (as the case may be) to another rental dwelling, which rental dwelling shall be nominated at the absolute discretion of NAHC.
- (f) If NAHC refuses or fails to take advantage of any default, breach or repudiation by the Owner this does not constitute a waiver of it. A waiver by NAHC of any particular breach or default of the Owner will not be deemed to be a waiver of any other breach or default.

25. Appointments Said to be Irrevocable

- 25.1 The Parties agree that where in this Agreement a power, authority, right or appointment of NAHC (including an appointment as attorney) is said to be irrevocable, that power, authority, right or appointment is made to secure certain benefits to NAHC, which benefits include, but are not limited to:
- (a) the performance of NAHC's obligations as an Approved Participant pursuant to the NRAS Requirements, noting that in the absence of performance, NAHC may be subject to penalties for non-performance with the NRAS Requirements, which include the potential loss of the NRAS Allocation, Reserved NRAS Allocation or other reserved allocations or allocations for which NAHC is the Approved Participant or for which NAHC has submitted an application to be the Approved Participant; and
 - (b) the Owner's obligations as a party to the NRAS Consortium.
- 25.2 The Owner releases NAHC from any fiduciary obligation (if any) it may owe to the Owner including any obligation not to act in a situation of conflict of interest or conflict of duty in exercising any power of attorney given under the Parties' NRAS Documents and in particular, the Owner authorizes NAHC to appoint either itself or its Affiliates as the Property Manager.

26. Acknowledgement of Advice

- 26.1 The Owner acknowledges that:
- (a) It received, read and had a reasonable opportunity to understand NAHC's Disclosure Document;
 - (b) It received the Disclosure Document prior to entering into this Agreement;
 - (c) The Purchaser has been given advice about the proposed Agreement and the Property Management Agreement, by:
 - (i) an independent legal adviser;
 - (ii) an independent business adviser;
 - (iii) an independent accountant;
 - (d) For each kind of statement not received under subclause (c), that the Purchaser:
 - (i) has been given that kind of advice about the proposed Agreement, and Property Management Agreement; or
 - (ii) has been told that that kind of advice should be sought but has decided not to seek it.

27. Power of Attorney

- 27.1 The Owner acknowledges that:
- (a) the provisions of the NRAS Requirements and the Income Tax Assessment Act 1997 (Cth) may vary from time to time and that in particular, at the commencement of this Agreement the Commonwealth Government and the State Government have indicated that the following matters may vary during the Term:
 - (i) assessment criteria for an Reserved NRAS Allocation or NRAS Allocation;
 - (ii) the terms of the Reserved NRAS Allocation or NRAS Allocation;
 - (iii) the method of determination of Pre-Discount Rent for an Approved Rental Dwelling;
 - (iv) the Eligibility Criteria;
 - (v) acceptable periods of vacancy for the Premises;

- (vi) reporting requirements for reporting in respect of the Premises; and
 - (b) at the date of the execution of this Agreement the precise requirements for provision of the State Government component of the Incentive in each NRAS year is not known.
- 27.2 The Owner shall use all reasonable endeavours to comply with the NRAS Requirements and to assist NAHC to comply with the NRAS Requirements.
- 27.3 The Owner irrevocably appoints NAHC (and any director or company secretary of NAHC) as the attorney of the Owner to do any of the following:
- (a) to effect any amendments to this Agreement reasonable and necessary as a result of a provision of the NRAS Requirements or the Income Tax Assessment Act 1997 (Cth);
 - (b) any amendment to this Agreement reasonable and necessary to give effect to any State Government requirement, including any funding or contractual requirement;
 - (c) from time to time to appoint a substitute or substitutes and revoke those appointments; and
 - (d) to do execute and perform any act deed matter or thing in accordance with this clause 27 as fully and effectually as the Owner could do.
- 27.4 The Owner will ratify and confirm everything the attorneys or any substitute or substitutes lawfully do or cause to be done in accordance with this clause 27.
- 27.5 The Owner authorises NAHC and NAHC's solicitor (severally) to complete this Agreement (including the Commencement Date and the expiry date of this Agreement) and any personal guarantee by inserting any words or figures or by initialling, executing or correcting the same. The power of attorney given pursuant to this clause 27 extends to include authority to complete or rectify any other documents executed by the Owner in relation to this Agreement.
- 27.6 For the avoidance of doubt, NAHC will not be acting unreasonably where an amendment to this Agreement effected pursuant to clause 27.3 is required to ensure NAHC does not act illegally or in breach of this Agreement.

28. Notices

28.1 Notices must be in writing

All notices required by this Agreement must be in writing and signed by an authorised officer of the sender.

28.2 Method of service

The Owner may serve a notice on NAHC and NAHC may serve a notice on the Owner by delivering, posting or faxing it to the party's business address, which at the date of this Agreement are the respective addresses nominated at Items 1 and Item 2 of Schedule 2, or the business address last known to the party who is serving the notice or if the party is a company, to its registered office.

28.3 Receipt of Notices

A notice that is posted shall be deemed to be served on the Business Day next following posting. A Notice sent by facsimile transmission shall be deemed to be served on receipt by the sender of a report from the sender's facsimile machine that all pages of the notice have been transmitted.

29. Amendment and Update

- 29.1 Without derogating from the power of attorney granted pursuant to clause 27, no other amendment to this Agreement has any force unless it is in writing and signed by all of the parties to this Agreement.
- 29.2 If any amendments are made to this Agreement by NAHC pursuant to clause 27, NAHC will provide written notice of these amendments to the Owner within 7 days of the amendments.

30. General

30.1 Governing Law

This Agreement is governed by the law of the State and the law of the Commonwealth of Australia.

30.2 Representations and Warranties

The Owner represents warrants and agrees that all information, representations and warranties furnished by it to NAHC in regards to this Agreement and the Premises are complete and correct and are not misleading nor deceptive in any way, nor likely to be either.

30.3 Dispute Resolution

- (a) If a dispute arises out of or relates to this Agreement a party may not commence any court proceedings relating to the dispute unless that party has complied with this clause 30.3, except where the party seeks urgent interlocutory relief.
- (b) A party claiming that a dispute (the 'Dispute') has arisen under or in relation to this Agreement must give written notice to the other parties specifying the nature and full details of the Dispute.
- (c) On receipt of that notice by the other parties, each party must nominate a person to represent it to resolve the Dispute, and those people must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques as agreed by them.
- (d) If the parties do not agree within seven days of receipt of the notice referred to in clause (b) above, (or such further period as agreed in writing by them) as to:
 - (i) the dispute resolution technique and procedures to be adopted;
 - (ii) the timetable for all steps in the proceedings; and
 - (iii) the selection and compensation of the independent person required for such technique
 the parties must mediate the Dispute and the nominee of the President of the Law Society or Institute within the State will select the mediator and determine the mediator's compensation, such compensation to be paid equally by both parties.
- (e) If either party anticipates a Dispute may arise in respect out of or in relation to this Agreement, that party should raise that issue at a meeting between the parties (unless it has been notified formally as a Dispute in accordance with the above procedure).

30.4 Severance

If any provision of this Agreement is, becomes or is declared by any judicial or other Authority to be invalid, void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant Authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of NAHC it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless NAHC in NAHC's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event NAHC shall be entitled to terminate this Agreement by 30 days' notice to the Owner.

30.5 Whole Agreement

NAHC and the Owner acknowledge that this Agreement contains the whole agreement between the parties in respect of the Parties' NRAS Consortium, notwithstanding anything to the contrary contained in any other document prepared by or on behalf of the Owner or NAHC, and that they have not relied upon any oral or written representations made to them by the other party or their agents or employees. The Owner has not been induced to enter into this Agreement by any representation made by or on behalf of NAHC that is not set out in this Agreement and any conditions or warranties that may otherwise be implied by law into this Agreement for the benefit of the Owner are expressly excluded to the extent permitted by law. The Owner releases NAHC from all actions, claims, demands and liability which it may have or claim to have, or but for this release, it might have had against NAHC arising out of any representation, warranty, covenant or provision not set out or referred to in this Agreement.

30.6 Partnership and Agency

Nothing stated in this Agreement must be construed as constituting NAHC and the Owner as partners, or joint venturers, or as creating the relationship of employer and employee, master and servant or principal and agent (except the appointment provided by clause 12) either between the parties or between either party and the other party's employee or employees or sub-contractor or sub-contractors. Except as is expressly provided by this Agreement a party must not hold itself out to be the other party's agent nor as having any authority whatsoever to otherwise contract on behalf of the other party.

30.7 Waiver

Any failure or refusal by NAHC to exercise any right or remedy whether before or after the expiration or earlier termination of this Agreement, shall not be an abandonment or waiver of such right or remedy and the same shall (unless expressly waived by NAHC) accrue retrospectively from the relevant due date for the same.

30.8 Execution and Counterparts

- (a) Unless otherwise agreed between the parties, this Agreement shall be signed as an original without copies NAHC may, but is not obliged to distribute digital copies of this Agreement to the parties.

- (b) Subject to clause 30.8(a), this deed may be executed in original form in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

30.9 No Merger

The covenants, conditions, provisions and warranties contained in this Agreement (which include, without limitation, the appointments given pursuant to clauses 5.4, 12 and 27) do not merge or terminate upon completion of the transactions contemplated in this Agreement but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect and any termination shall not affect either party's pre-existing rights and obligations.

- 30.10 Each party must do all things and execute all further documents necessary to give full effect to this Agreement and refrain from doing anything that might hinder the performance of this Agreement.

**SIGNED SEALED and DELIVERED AS A DEED BY
The Owner** on the day of20__ in
the presence of:

.....
Signature of Witness

.....
Owner / Director

.....
Print name

.....
Owner / Director / Secretary

**SIGNED SEALED and DELIVERED AS A DEED BY
Queensland Affordable Housing Consortium Ltd
(A.C.N. 132 604 552) trading as National Affordable
Housing Consortium** by its duly authorised officers on
the day of20__ in the presence
of:

.....
Signature of Witness

.....
Director

.....
Print name

.....
Director / Secretary

SCHEDULE 1A TO NRAS DELIVERY AGREEMENT – GENERAL CONDITIONS OF NRAS ALLOCATION

- 1) The conditions are that:
 - (a) either:
 - (i) the Premises has not been lived in as a residence at any time before the first day of the Incentive Period;
or
 - (ii) the Premises was unfit for anyone to live in, and since the day on which it has been made fit for living in, it has not been lived in as a residence between that day and the first day of the Incentive Period; and
 - (b) to the extent that the Premises is rented during an NRAS year that falls within the Incentive Period—both:
 - (i) the Premises is rented to a tenant or tenants of a kind prescribed by the NRAS Requirements; and
 - (ii) the rent that is charged for the Premises is, at all times during the year, at least 20% less than the market value rent for the Premises*; and
 - (c) to the extent that the Premises is not rented during an NRAS year that falls within the Incentive Period—the Premises is not vacant:
 - (i) for longer than the period prescribed by the Regulations; and
 - (ii) for longer than a continuous period prescribed by the Regulations that begins in the previous NRAS year and ends in the first-mentioned NRAS year.
- 2) To avoid doubt, for the purpose of subparagraph (1)(a)(i), if a dwelling or building has been converted to create additional residences, then a part of the dwelling or building that is capable of being lived in as a separate residence must not have been lived in as a separate residence before the first day of the Incentive Period.

*Note: Pursuant to its charitable endorsements, NAHC's NRAS delivery model operates on the basis that the rent to be charged is at least 25.01% less than the market value rent for the Premises.

SCHEDULE 1B TO NRAS DELIVERY AGREEMENT – SPECIFIC CONDITIONS OF NRAS ALLOCATION AND/OR RESERVED NRAS ALLOCATION

[INSERT DETAILS WHERE APPLICABLE]

SCHEDULE 2 TO NRAS DELIVERY AGREEMENT – REFERENCE DATA

ITEM 1: ADDRESS FOR SERVICE OF NOTICES ON OWNER:

ITEM 2: ADDRESS FOR SERVICE OF NOTICES ON NAHC:

Suite 1/118 Vulture Street
SOUTH BRISBANE QLD 4101

ITEM 3: COMMENCEMENT DATE:

ITEM 4: NAHC FEE

Sixty-three dollars and ninety-three cents (\$63.93) plus GST per month

ITEM 5: OWNER:

ITEM 6: PREMISES:

SCHEDULE 3 TO NRAS DELIVERY AGREEMENT – PROPERTY MANAGEMENT AGREEMENT
THE PROPERTY MANAGEMENT AGREEMENT IS CURRENT AT THE DATE OF ISSUE ONLY

SCHEDULE 4 TO NRAS DELIVERY AGREEMENT - REQUIREMENTS UNIQUE TO STATE JURISDICTION IN WHICH PREMISES ARE LOCATED

The terms of this Agreement are amended as set out in this Schedule 4.

- 1) The definitions located at clause 1 are amended as follows:
 - 1.1 Eligible Organisation means a property manager that holds all necessary Authorisations to be engaged by the Owner to provide property and tenancy management services in relation the letting and management of the Premises as an Approved Rental Dwelling participating in the Scheme and includes:
 - (a) a not for profit incorporated entity which is , pursuant to section 11 of the Property Occupations Act 2014 (Qld), exempt from the provisions of that Act that are referred to in that section 11;
 - (b) a Real Estate Agent licensed under the Property Occupations Act 2014 (Qld); and
 - (c) a Resident Letting Agent licensed under the Property Occupations Act 2014 (Qld).
 - 1.2 General Service Charge means general service charge as defined by the Residential Tenancy Legislation.
 - 1.3 In addition to that stated, Legislative Requirements further includes the Body Corporate and Community Management Act 1997 (Qld), the Property Law Act 1974 (Qld), the Residential Tenancies and Rooming Accommodation Act 2008 (Qld), the Workplace Health and Safety Act 1995 (Qld), the Building Act 1975 (Qld), the Building Code of Australia, the Anti-Discrimination Act 1991 (Qld), the Competition and Consumer Act 2010 (Cth), the Fair Trading Act 1989 (Qld), Property Occupations Act (Qld) and the Disability Services Act 1992 (Qld).
 - 1.4 Outgoings has the same meaning as given to that term by section 163 of the RTRAA and in addition includes all expenses in relation to the ownership of the Premises including charges, premiums, levies (including body corporate levies and contributions) rates or taxes (including land taxes) and any other assessments or levies in relation to the Premises and acquisition and finance costs insurance premiums, management fees, maintenance and repair costs paid or payable for the Premises other than a Service Charge.
 - 1.5 In addition to that stated, Residential Tenancy Legislation includes the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) (in this Agreement referred to as 'RTRAA') and the Residential Tenancies and Rooming Accommodation Regulation 2009 (Qld).
 - 1.6 Service Charge means service charge as defined by the RTRAA.
 - 1.7 State Tenancy Authority means the Queensland Government Residential Tenancies Authority.
- 2) For the purposes of clause 11.5, statutory insurances include those insurances available pursuant to the *Queensland Building and Construction Commission Act 1991* (Qld).
- 3) For the purposes of clause 14, the requirements of the State Government may include the sourcing of Eligible Residential Tenants who are registered on the Housing Register maintained and operated by the Queensland Department of Communities.
- 4) For the purposes of clause 19.7, the loss assessor is to be a member of the Queensland Division of the Insurance Council of Australia Limited appointed by the President or acting President from time to time of that Council (or his nominee).