**TRESBASE LIMITED PARTNERSHIP

t/as TRESBASE RENOVATIONS**

**AND**

**​**

PROPERTY INVESTMENT AGREEMENT

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**THIS AGREEMENT** dated       day of 2021

**BETWEEN Tresbase Ltd t/as Tresbase Renovations** of \_\_\_\_\_\_\_\_\_

**AND** **​\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ​ (**Second party**)

**RECITALS**

1. The parties have agreed to enter into agreement for the purposes of the project more fully described herein.
2. This agreement **does not** constitute a joint venture agreement or partnership agreement.
3. The second party is correctly characterised as a silent investor.
4. The minimum investment amount for any silent investor is ten thousand dollars ($10,000.00).

**OPERATIVE PART**

1. Interpretation

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

* 1. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
	2. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
	3. Grammatical forms of defined words or phrases have corresponding meanings;
	4. Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
	5. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
	6. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
	7. References to a party are intended to bind their heirs, executors, administrators, successors and assigns;
	8. Obligations under this agreement affecting more than one party bind them jointly and each of them severally;
	9. Confidential information means information, plans, specifications, and data concerning the planning, financing, cost, operations and marketing of the project; designs registered or not, patents, customer lists, supplier lists, source and destination codes which become available to a party, the managing director, the finance manager or the employees of any of them as a result of the project.

1. Overview of the purpose of the project

Tresbase Ltd t/as Tresbase Renovations propose and aim to:

* 1. To acquire a property/s for the purposes of completing a property renovation and reselling the property/s for an expected profit;
	2. To resell the renovated property within 6 months to 24 months of its acquisition;
	3. To divide the expected profits from the sale of the renovated property/s amongst itself and the silent investors.
1. Terms of this agreement

The investment agreement starts on the date of this agreement being executed by all parties and ends:

* 1. When the project has been completed and all of the renovated property and capital distribution has been made.
1. Contribution of capital and share of profits and losses
	1. The parties must contribute the capital required to complete the project in the following proportions and will share in the profits and losses of the venture as follows:
		1. Party 2 Minimum $10,000.00
		2. Party 1 Remainder of capital less investment provided by the combined total of all silent investors.

(b) The silent investors agree they will receive upon settlement of the renovated property, (regardless of whether the project makes a profit or loss) the following funds:

(i) A return of their initial investment in full;

(ii) An eight per centum (8%) return on their investment, in the event the renovated property project was sold at a profit.

(c) The parties expressly note that no funds (return of contributed capital or return on investment) will be distributed to any silent investor prior to the settlement of the property and that any silent investor is expressly prohibited from making any such request.

1. Silent investors not to have input

The parties expressly note that any decisions made in relation to the renovation property are to be made solely by Tresbase Pty Ltd t/as Tresbase Renovations including but not limited to choice of location of property, choice of tradesmen, colour scheme, extent of renovation, settlement dates etc and are to be most correctly characterised as silent investors.

1. Rights of parties
	1. The parties must:
		1. Not use or disclose confidential information of the project or any other party and each party promises to ensure compliance by its employees with this obligation;
		2. At all times act in the best interests of the project and in good faith; and
	2. The rights and obligations of the parties under this agreement are individual and nothing in this agreement constitutes the parties as partners of one another nor do they have any other relationship except that of investors in a project.
2. Management of the project
	1. All decisions relating to the joint venture are to be made solely by Tresbase Pty Ltd t/as Tresbase Renovations.
	2. Tresbase Pty Ltd t/as Tresbase Renovations will appoint a financial manager to keep accurate records and books of account in which all dealings concerning the business and the project’s affairs using Australian standards of accounting principles.
	3. The finance manager will:
		1. Control expenditures on the project;
		2. Report weekly on expenditure versus budget and on variations and projected changes to the project cost;
		3. Be responsible for the day-to-day management of the financial affairs of the project;
		4. Prepare and present monthly profit and loss accounts;
		5. Check all invoices for correctness as against quotes; and
		6. Ensure that payments are only made for goods actually delivered and services satisfactorily completed.
	4. All parties may at any time inspect the project and may take copies of any documents and discuss the project with any builder, or consultant or anyone at all who is employed on the project, to the intent that all information is openly and readily available to all of the parties.
	5. The parties must ensure that the project:
		1. Keeps its assets in good repair, working order and condition, reasonable fair wear and tear excepted, and that it carries out proper repairs, renewals and replacements;
		2. Complies with its obligations under the contracts, arrangements and property and equipment leases to which it is a party;
		3. Keeps its tangible insurable assets insured by a financially sound and reputable insurer against loss or damage by fire, explosion and other risks customarily insured against by companies conducting businesses similar to the project in amounts not less than the full insurable value of those assets;
		4. Maintains insurance with a financially sound and reputable insurer against other hazards and risks and liability to persons and property to an amount and in the way customarily insured against by companies conducting businesses similar to the business including public risk insurance for not less than $20 million; and
		5. Complies with all applicable laws relating to the business and its assets.
3. Dispute resolution
	1. If a dispute arises between the investors,, then before any court proceeding may begin, the partner raising the dispute (the complainant) must give 14 days notice to the others setting out the dispute and seeking discussion and compromise with a view to resolving the dispute.
	2. If after 14 days the dispute is not resolved then it must be referred to mediation before commencing proceedings, and before the project is ended in accordance with the following provisions. The costs of mediation must be borne by the parties in proportion to their interests in the project.
4. Mediation
	1. The parties expressly agree to endeavour to settle any dispute arising in relation to any matter under this agreement by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
	2. The mediation must be conducted in accordance with the ADC guidelines for commercial mediation operating at the time the dispute is referred to ADC.
	3. The guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
	4. The terms of the guidelines are deemed incorporated into this agreement.
	5. This clause survives termination of this agreement.
5. Determination of the project
	1. If the parties cannot resolve a dispute between them after following the dispute resolution procedures set out in the mediation clause, then any of them (the offeror) may by written notice to the others offer to sell its interest in the project at the price and on the terms, including settlement within no less than 30 days, in the offer.
	2. The other parties must within 14 days of receiving the notice either accept the offer, pro rata to their interests under this agreement, or reject it, and offer their interests to the offeror at the price and on the terms in the counter-offer, which may be accepted no later than 14 days after receipt by the other parties.
	3. If the counter-offer is accepted, the transaction must be completed within 30 days of acceptance.
	4. If a party wishes to acquire the interest of another party under these provisions, but does not agree that the offered price reflects the proper market price, then:
		1. The accepting party must sign an unconditional agreement to buy the other’s interest at a price to be determined as set out below;
		2. The price must be determined by taking the mean of two valuations by two independent, experienced and qualified valuers, one to be obtained by each party, with the cost shared equally; and
		3. The agreement must be completed within 30 days after the valuations have been made and the mean taken.
6. Sale of project interest to a third party
	1. If an investor wishes to accept an offer from an outside party (third party) to buy the whole of its interest in the project, then it must immediately notify the other investors in writing, and must give them 14 days to agree to buy its interest on the same terms and conditions as offered by the third party, with completion to take place within a further 30 days from acceptance.
	2. If the continuing investors do not wish to acquire the seller’s interest, then they may either accept the sale to the third party, conditionally upon the third party signing an identical investment agreement to this document, or may counter-offer their interests for sale upon terms and at a price they nominate.
7. Employment of project parties

The project must employ any service provider who is qualified to render services or provide goods to the project but strictly on an arms-length competitive basis within normal trading terms.

1. Default
	1. An investor defaults under this agreement if:
		1. It transfers any of its interest in the project in breach of this agreement; or
		2. It does not make a payment due to the investor; or
		3. It continues to breach any obligation under this agreement after receiving 14 days notice to remedy the breach; or
		4. It commits an act of bankruptcy, or an order is made appointing a receiver, provisional or general liquidator, for its winding up or it assigns its estate for the benefit of creditors; or
		5. It ceases to carry on business so that it can no longer contribute capital to the project; or
		6. Is convicted of a criminal offence involving dishonesty; or
		7. It becomes incapable, or is subject to an order appointing an administrator or guardian.
	2. If a default occurs, the other investors may within 30 days give written notice of the default to the defaulting party by which they determine to acquire its interest in the project at a price determined by the mean of two valuations by experienced and qualified valuers, one obtained by each party and with the cost shared equally. Settlement is to be effected within 30 days of delivery of the later of the valuations.
2. Costs

Each party is to bear their own costs in relation to this agreement.

1. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party’s practitioner in one of the following ways:

* 1. Delivered personally; or
	2. Posted to their address when it will be treated as having been received on the second business day after posting; or
	3. Sent by email to their email address, when it will be treated as received when it enters the recipient’s information system.
1. Counterparts

If this agreement is executed in a number of counterparts, when executed and taken together they constitute this agreement and the date of the agreement will be the date on which it is executed by the last party.

Execution page

**SIGNED AS AN AGREEMENT**

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| --- | --- | --- |
|  |  |  |
| **EXECUTED BY** Tresbase Ltd t/as Tresbase Renovations  |  |  |
|  |  |  |
|  Name: Andrew Paul Keir  |  |  Name:  |
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| **SIGNED BY** in the presence of:  |  |  |
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| Signature of witness  |  | Signature  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |  |
| Print name of witness  |  |  |
|  |  |  |