

Home Purchase & Assembly and Loan Concession Agreement

(16 Pages in Total)

(*Herein called the “Vendor - being a Manufacturer”

(*Vendor) the Vendor is a supply chain management term that means, anyone who provides goods or services or expertise to another entity.

A Vendor may sell business to business, or business to consumer (Manufacturer to Consumer direct).

As a manufacturer, Hausmann Limited manufacture inventorable items, Building Systems. We sell those items to the consumers - direct, together with a service - the home assembly services. and a Manufacturer’s short term finance Concession

***Herein called the “Home Purchaser / Client “**

(*the M3 precision engineered Building Systems Purchase Order) a contractual agreement between the Vendor and the Home Purchaser.

The manufacturer of a Building Systems based range of Products, Being the M3 precision engineered Building Systems - we supply and assemble Homes at nominated location. and as per Client/ Home Purchaser’s order.

Please note:
we have designed this agreement as a “Plain English Agreement.”



**Home Purchase
&
Assembly and Loan Concession Agreement**

THIS CONTRACT, made the _____ day of _____, (“Contract Date”)

Between:

Parties:

Herein called.

**the “Home Purchaser /
Client “**

Name

ABN

Address

Email

Attention

**Herein called the “Vendor /
Manufacturer”**

Name **Hausmann Limited**

ABN 32 617 865 960

Address Level 14, 167 Eagle Street, Brisbane QLD 4000

Email info@hm3global.com

Attention CEO

Hausmann Limited

ACN 617 865 960 ABN 3261 786 5960

Level 54, 111 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

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INITIALS

Contract Date Is the latter of the date the Purchaser executed this Agreement and the date the Vendor executed this Agreement.

BACKGROUND:

- A. HML (Hausmann Limited) is the owner of M3 precision engineered Building manufacturing system(s) and processing technologies to produce application, precision engineered Homes. Sustainable raw material sources are used by up to 80 % of total production material input, processing mixed discarded Raw Materials, from industrial and commercial waste sources (intermingled raw materials), applying a “zero” solution for such waste and using such waste in priority processes to produce its application engineered, composite materials-based building systems.
- B. The Vendor is offering House/Dwelling sales and assembly packages off-plan, BA (certification) approved single Dwellings. (DA means Development Approvals. BA means Building Application/Approval). This offer is available to individuals/ Home Purchaser(s) only.
- C. The Dwelling/Home Purchaser seeks to purchase a House/Dwelling and assembly package from the Vendor as per the terms of this Agreement and a Purchase Order as per Schedule II of this Agreement. The parties agree that for the package to be purchased, this contract is reliant upon the execution of the “First Mortgage approval - Purchaser’s First Mortgage Agreement”.

TERMS:

The Purchaser seeks to purchase a House and assembly package from the Vendor as per the following terms:

1. Property

- a. The proposed (off-plan) Home/Dwelling build to establish a M3 Building Systems manufactured Home as per Schedule 1 (Hausmann Home Bill of Quantities Document), to be built on the specified DA approved Land, in a location determined by the Purchaser.

2. The net Purchase Price

- a. The net Purchase Price is AUD \$350,000.00 (plus GST if applicable) (three hundred and fifty thousand dollars) payable as follows at completion of assembly and hand over.
 - i. 100% payable at the Effective Date of assembled home hand over to the Purchaser (the "Settlement Payment") is: AUD \$350,000 (three hundred and fifty thousand dollars).

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- ii. The Purchaser will provide the Vendor with an irrevocable payment guarantee, the assignment of his or her first Mortgage payable on settlement to the Vendor on the date of Property / established Dwelling on hand over.
- b. On execution of this Agreement, the Vendor/Manufacturer has granted to the Client/Purchaser a Manufacturer's Loan Concession for AUD \$ 700 000,00 for a nominal fee payment of AUD \$ 2 Dollars. This is a self-liquidating Loan concession and will liquidate when the Client/Purchaser enters a first Mortgage funding arrangement with a nominated Lender. (Schedule III)
- c. Self-Liquidating Loan Concession (Schedule III) issued by the Manufacturer is an indirect transfer of a net profit Concession, forefooting such Profit in favor of the Client/Purchaser. By Donating such amount of Profit, The Manufacturer passes on such financial benefit to the Client/Purchaser being a self-liquidating Loan /a Donation to the Benefit of the Client/Purchaser.
- d. Manufacturer's Home Sales are restricted to individual Home Buyers and or Families only. Speculators and Profiteers including Developers and or Builders are excluded from this Home Purchase offer. This offer is restricted to one Home per Client - Home - Purchaser only.

3. Deposit

- a. A processing fee of AUD \$4,000 (three thousand dollars) will be applied together with a \$2 Purchase and assembly Agreement and a \$ 2 Dollars Vendor Loan Deposit Fee. Such processing fee-will be applied to architectural/structural engineering sign off, BA approval process, home Title registration, management, legal fees, and any other administrative costs associated with this Contract at the Vendor's discretion. This processing fee is fully refundable on Settlement. The processing fee shall be directed to the Vendor's nominated account no later than 7 (seven) days after the Contract Date.
- b. Failure to complete the processing fee payment as provided in this clause will result in the Purchaser being in default under this Agreement.
- c. During the processing fee holding period, the Vendor warrants that the Purchaser will receive three - 4 monthly updated progress reports.

4. Funds Conditions

- a. The Vendor warrants that any funds produced and assigned by the Purchaser (except for the initial processing and Deposit fees) in relation to this contractual agreement, will remain with the Purchaser's Bank and or financial Institution and cannot be withdrawn, but is released on Settlement to the Vendor.

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- b. Funds are only to be released on Settlement as per the terms of this Contract at the Closing Date.

5. Goods and Services Tax - including quoted Container transport costs.

- a. Goods and Services Tax ("GST") and quoted Container transport costs are to be added to the Purchase Price if applicable, unless agreed otherwise.

6. Closing Date

- a. The Closing Date is the date of Settlement / Property / Dwelling hand over by Haussmann M3 Precision Engineered Building System Pty. Ltd. of assembled Home at Purchaser's Building Block / Lot.
- b. The Vendor will notify the Purchaser when the Closing Date is approaching.
- c. At Closing Date, funds are to be released to the Vendor under the terms of this Contract.

7. M3 Building Systems / Home / Dwelling Assembly Date

- a. The assembly Date is the date on which the Vendor has attained BA approvals for and behalf of the Client/Purchaser necessary prior to the assembly of the home/Dwelling.
 - i. The Purchaser acknowledges that there is an expected approval period (BA) up to 12 (twelve) months. This process will be entirely managed and conducted by the Vendor.
 - ii. The Purchaser will not be liable or responsible to bear any of the costs that may be associated, including costs for approvals, or building insurance.
- b. The Vendor will notify the Purchaser when the assembly Date has been reached.

8. Title

- a. The Purchaser will assign a Deed of Charge, or first mortgage to the Vendor on execution of this agreement.
- b. The title to "the Property" / Home/ Dwelling will be transferred free from all mortgages, restrictions, encumbrances, leases, liens, charges, notices, orders, caveats, writs, or other interests except as otherwise provided in this Agreement.
- c. The Property Title will be inclusive of any fixtures and improvements installed by the Vendor and designed by the Client/Purchaser on the

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Property and all rights, privileges and appurtenances associated with it, including but not limited to permits, easements, and cooperative and association memberships.

- d. This is also inclusive of all proposed fixed Appliances, fixtures and fittings, windows, doors, fitted furnishings and all fixtures and fittings of a permanent nature, and other elements as included and chosen by the Purchaser as per Bill of Quantities / Purchase Order (Schedule 1 and Schedule 2).
- e. Any notices, statements, certificates, affidavits, releases, loan documents and other documents required by this Agreement, or by law, which are necessary for the closing of the sale must be promptly executed and delivered by the Vendor to the Purchaser and by the Purchaser to the Vendor.

9. Transfer Date

- a. The Vendor warrants that upon the assembly Date, the Vendor will promptly commence the start of site preparations, weather permitting, for the home/Dwelling establishment and that such all required building works are completed within the planned timeframe of 6 weeks from assembly Date .
- b. In the absence of legal excuse, the failure to close the sale on the Transfer Date by either Party will enable the non-defaulting party to pursue any remedies on default provided in this Agreement.

10. Possession

- a. The parties agree that the proposed build is for the purpose of a Home for the Purchaser only.
- b. The Vendor warrants that it will maintain the Property in its completed state, ordinary wear and tear excepted, for the Purchaser until Possession Date.

11. Expenses

- a. Unless both Parties otherwise agree in writing, the following expenses are payable by the Vendor (the "Vendor's Expenses") and must be paid at or prior to closing:
 - i. All existing liens; prepayment penalties; recording fees; lender, tax statements or certificates, strata contributions and levies, realty and

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land taxes including local improvement rates, unmetered public or private utility charges, and expenses required to transfer the property. All expenses payable by the Vendor under this Agreement must be released or discharged accordingly.

- b. Unless both Parties otherwise agree in writing, the following expenses payable by the Purchaser (the "Purchaser's Expenses") must be paid at or prior to closing:
 - i. All expenses related to M3 Building Systems containerized transport costs to nominated assembly location as quoted by the Vendor; or incident to any loan, including but not limited to; appraisal fees, application fees, credit reports, loan documents preparation fees, recording fees on notes and mortgages; preparation of transfer documents, recording fees on the transfer documents and financing statements; inspection fees; all prepaid items including flood and hazard insurance premiums; documentary stamp tax; and all other expenses payable by the Purchaser, necessary to perform the Purchaser's obligation under this Agreement must be released or discharged accordingly.

12. Ownership Transfer

- a. The Purchaser acknowledges that for the duration of the Agreement, it will not be able to transfer ownership, be it either legal or equitable, or any security interest in the Home/Dwelling, whether voluntarily or involuntarily.
- b. In the event that the Purchaser seeks to Transfer Ownership to another party, both parties to this Agreement must be of agreement for the Transfer to be accepted. If an agreement is reached, no additional debts, not covered in this Agreement will be due or payable.

13. Transfer Duty

- a. If the sale is subject to transfer duty, then the Purchaser shall deliver the amount of duty required, by the time required, to such place or places as the Queensland Revenue Office (QRO) may designate.

14. Warranties

- a. The Vendor makes no express warranties aside from those expressly described in this Agreement. Upon Transfer Date, the Vendor agrees to assign all manufacturer warranties that are assignable to the Purchaser.
- b. The Purchaser warrants that the Commonwealth Treasurer cannot prohibit and

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has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975 (Cth).

15. Real Estate Taxes, Water Bills and Sewer Charges

- a. The real estate taxes, water bills, and sewer charges shall be prorated at the Transfer Date. Purchaser agrees to pay all the real estate taxes, water bills, and sewer charges that come due prior to the Transfer Date. The Purchaser agrees to provide proof of payment to Vendor for all real estate taxes, water bills, and sewer charges. Purchaser agrees to pay all real estate taxes and assessments, water rents, and any sewer charges, that shall be taxed or assessed upon the premises from the date of the signing of this contract.

16. Fire and Other Insurances

- a. At start of Assembly of the Home / Dwelling, the Vendor agrees to insure the premises and to keep the premises insured pursuant to a standard policy against loss by fire and damage by other dangers, together with liability coverage in the standard form. The insurance policy coverage must be in an amount not less than the amount due on this contract.

17. Special Conditions

- a. The parties agree that the Purchaser will be responsible for the determination of the Property's location, design, configuration, finishes, and all other relevant particulars.
- b. The Property's Building and improvements will be developed by the Vendor's Development Division, Haussmann SPV1 Pty.Ltd. and Ultimate Builder Pty. Ltd., ACN 642 602 739 ABN 85 642 602 739, Builders License Number: 182 320C.

18. Purchaser Warranties

- a. The Purchaser warrants that it will grant and convey the Vendor all access and operational rights to the Property to undertake its services until Possession / Settlement Date is reached.
- a. The Purchaser warrants that they will not occupy the Property or conduct any activities within the Property boundaries unless approved by the Vendor, even if the Possession Date has been reached and the home has not been handed over.

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19. Vendor Warranties

- a. The Vendor warrants that the funds produced by the Purchaser in relation to this contractual agreement will be allocated to the following: any, and all costs associated with the production and assembly and placement of such Home at the nominated Property, (including but not limited to items outlined in Bill of Quantities) and the payment of any Commissions arranged by the Vendor.
- b. The Vendor represents and warrants that there will be no liens, assessments, or security interests from third parties against the Property which will not be satisfied out of the sales proceeds. The Vendor makes no representation aside from those expressly provided in this Agreement. If the representations of the Vendor are untrue upon the Construction Date, the Purchaser may terminate this Agreement.
- c. The Purchaser warrants that no part of the land of the Property will be listed on the contaminated land register, and that no part of the land of the Property would be classified as contaminated land under the Environmental Protection Act 1994 (QLD).
- d. The Vendor warrants to the Purchaser and the Purchaser warrants to the Vendor that the Property will have all necessary permits/installations as required by law including: Including general connections to Sewerage and other connections required by Law, all approved safety switches for the general purpose socket outlets, and fire alarm systems as defined in the Electrical Safety Regulation 2013 (QLD), smoke alarm(s) as required by Fire and Emergency Services Act 1990 (QLD), and any other components as required and needed (as per Bill of Quantities).

22. Property Assessment

- a. The Parties hereby acknowledge that the State of Queensland has property valuations done annually by the Valuer-General of Queensland. The Parties agree that no claim will be made against either Party for any changes in property tax because of a re-assessment of the Property, save and except any property taxes that accrued prior to the Transfer Date.

23. Risk of Loss

- a. The Vendor will bear all risk of loss to the Property or its improvements, which includes, but is not limited to, physical damage or destruction to the Property, or loss caused by resumption/compulsory acquisition, until the Transfer Date. If at any point after the Transfer Date but prior to Possession Date, any part of the Property is damaged or destroyed, the Vendor will restore the Property to its previous condition as soon as possible before the Possession Date, reasonable delays excepted.

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24. Remedies on Default

- a. A Party will be in default if the Party fails to comply with the provisions of this Agreement, and as otherwise provided in this Agreement.
- b. If a Party is in default, then without limiting any other right or remedy of the Parties under this Agreement or otherwise, the non-defaulting Party may affirm or terminate the Agreement. If the non-defaulting Party affirms the Agreement, it may sue the defaulting Party for damages, specific performance, or both.
- c. If the Purchaser is in default and the Vendor terminates, the Vendor may: find another Purchaser for the land/property, resume possession of the Land; keep the Deposit and any interest earned; sue the Purchaser for damages; and/or re-sell the Land.
- d. If the Vendor is in default and the Purchaser terminates, the Purchaser may: recover the Deposit and any interest earned; and/or sue the Vendor for damages. The Purchaser may claim damages for any loss it suffers as a result of the Vendor's default.
- e. In the event of default under this Agreement, the Purchaser may NOT fore-close and force a sale of the Land without a judicial proceeding or consent by the Vendor.

25. Deposit Holder

- a. The Purchaser agrees that as the First Mortgage holder is:
 - i. a party to this Agreement and will not assume any liabilities incurred because of the performance or non-performance of the Vendor, and that no liability will be incurred unless the First Mortgage holder is grossly negligent or willfully breaches the terms of this Agreement.
 - ii. liable for the loss of all costs incurred by the Vendor because of the failure of any financial institution in which the First Mortgage Funds has been said institution is acting as the deposit holder; and
 - iii. liable for interest on such First Mortgage set aside for Payment on Settlement.
- b. At all relevant times during this Agreement, the First Mortgage holder is required to notify the other Party, the Vendor, prior to the releasing of any funds to the Party who is requesting the funds.

26. Requisitions

- a. Except as provided in this Agreement, the Vendor does not know of and does not expect any outstanding demand, order, judgment, requisition, or requirement relating to the Property.

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- b. The Purchaser shall not make any requisitions on the title to the Property.
- c. The Purchaser shall not make any claim or requisition in respect of any dividing fence within the meaning of the Neighborhood Disputes (Dividing Fences and Trees) Act 2011 (QLD), or for any service for another property passing lawfully through the Property.

27. Assignability

- a. The Purchaser may not assign this Agreement without the Vendor's written consent. This Agreement is binding on the respective heirs, executors, administrators, successors, personal representatives, and assigns of the Vendor and the Purchaser.
- b. Parents, financially supporting a Child or their Children in the purchase of a M3 Home/Dwelling, may be a third or fourth Party to this Agreement.

28. Governing Law

- a. The Parties agree this Agreement will be construed under the laws of Queensland or nominated State, without regard to the jurisdiction in which any action or special proceeding may be instituted.

29. Severability

- a. If there is a conflict between any provision of this Agreement and the applicable legislation of Queensland (the "Act"), the Act will prevail, and such provisions of the Agreement will be amended or deleted as necessary to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
- b. If any term or provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected, and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

30. Broker or Agent

- a. If a broker or agent was retained, the Party which employed the said broker or agent will be solely liable for the costs associated with it.

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31. Agreement of Parties

- a. This document constitutes the entire agreement of the Parties, and it may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreement. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

32. Consult a Lawyer

- a. The Purchaser must consult a lawyer, must seek legal advice, before this Agreement is executed.

33. Electronic Transaction

- a. If this transaction is to be conducted as an electronic transaction, then the Parties must conduct the transaction in accordance with the Electronic Conveyancing National Law (Queensland) Act 2013.

34. General Provisions

- a. This Agreement may be executed in counterparts. Email document signatures are binding and are original signatures.
- b. All monetary amounts in this Agreement refer to Australian dollars, and all payments required to be paid under this Agreement will be paid in Australian dollars unless the Parties agree otherwise in writing.
- c. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and companies and vice versa.
- d. Time is of the essence in this Agreement. Every calendar day except Saturday, Sunday, a public holiday, or a bank holiday recognized in Queensland will be deemed a business day and all relevant time periods in this Agreement will be calculated in business days. Performance will be due the next business day if any deadline falls on a Saturday, Sunday, public holiday, or a bank holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

35. Cooling Off Period

- a. Subject to any exceptions laid out in this Agreement, the Purchaser may rescind this Agreement by serving written notice to the Vendor at any time before 5:00 p.m. on the 5th business day after the day this Agreement is made.

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36. Notices and Warnings

- a. All notices pursuant to this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being posted with return receipt requested, hand- delivered, or transmitted by facsimile as follows.

To the Vendor / Manufacturer at:

Name: Haussmann Limited

Address: Level 54, 111 Eagle Street, Brisbane QLD 4000

Telephone: _____

Fax: _____

ABN: 32 617 865 960

To the Purchaser / Client at:

Name: _____

Address: _____ Telephone: _____

Fax: _____

ABN: _____

The parties have duly executed this contract.

SIGNED by **[NAME] (Purchaser)**)
in the presence of:)
))
))
.....)
Signature of witness)
))
))
.....)
Name of witness (block letters))

.....
By executing this document, the signatory warrants that the signatory is duly authorized to execute this document.

SIGNED by **as** the authorized representa-)
tive for **HAUSSMANN LIMITED** in the)
presence of: **(Vendor)**)
))
))
.....)
Signature of witness)
))
))
.....)
Name of witness (block letters))

.....
By executing this document, the signatory warrants that the signatory is duly authorized to execute this document on behalf of HAUSSMANN LIMITED



Schedule I:

Hausmann Limited, M3 Precision Engineered Building Systems and Bill of Quantities Document

Schedule II:

Purchase Order Document

Schedule III:

Manufacturer's (Concessionaire) loan concession - Terms of Transaction. (Private Finance), Providing the Home Purchaser/Client with a portion of the Manufacturer's revenue derived from such Home Productions. The Home Manufacturer's loan concession (Terms of Transaction) Agreement is a concession grant and a concession assembly permit, condition to a first Mortgage approval within a 6 week period to be obtained/contracted and executed by the Home Purchaser, in favor of payment to the Manufacturer on Settlement by a nominated lender The Manufacturer's Loan Concession is a short-term private finance concession initiative by the Manufacturer issued to the Home Purchaser to make a Home more affordable.

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INITIALS



This Supply and Assembly Contract is a fixed amount contract to carry out production of M3 building systems parts, deliver of such Parts to nominated location and assembly of such parts at such nominated location.

The M3 Building Systems seller cost are in part a contract concession cost issued as invoice by the Manufacturer to the Purchaser and the Purchaser agrees to pay. This is a concession agreement between the Vendor and the Home Purchaser to contract for the correct home purchase market value of a M3 precision engineered building systems Home Purchase Item an established Home, ready to move in. Such a supply Agreement does consist of supply of precision engineered Parts and assembly services. The Contract contains details about each Party and the goal of this concession Contract. Such Short-term concession granted by the manufacturer to the Client/ Purchaser is granted as being part of a marketing promotion for a period until the Client/Home Purchaser will enter into a first Mortgage Agreement to enable the Client/Home Purchaser to make payment of a special concession price granted by the manufacturer to the Client. Such a Concession is an advertised temporary reduction of a Home Purchase price but is not a discount. A M3 precision engineered Building Systems concession price is lower the normal home sales market price, being an estimated 50% lower than the square meter market price applicable for established new Homes ready to move in. This concession agreement is a share of a home manufacturer's extraction allocated cost reimbursement. Such reimbursement amount as quoted being a quoted market price for the assembled product, being a home ready to move in, being a minimum amount of AUD \$ 700 000,00 (seven hundred thousand dollars) per 288 m2 assembled Home. The Inherent concession in part, being a share of 50% of the total purchase price is financed via a first Mortgage by the Purchaser/Client and liquidates such concession arrangement contract between the Vendor/Manufacturer and the Home Purchaser. Such a Manufacturer's concession allows and enables the Home Purchaser/Client to purchase M3 precision engineered Building Systems and a service being an assembly contract. Such concession and service will attract a wider nationwide demographic of Home Purchaser's/Clients offering a unique home purchase experience. This Manufacturer's award of a concession is a fundamental principal of equal treatment, transparency, and mutual recognition. Manufacturer's revenue earned during the period of this concession, other than excluding the value of the concession earned, is the net quoted Home Purchase price, being \$ 1400,00 (fourteen hundred dollars) per square meter price charged for an established Dwelling/Home by the Manufacturer. The M3 precision engineered Building Systems Manufacturer offer is to sell a 288 m2 Home for \$ 350 000,00 plus transport cost, the assembled home ready to move in appraises for \$ 700 000,00. The Manufacturer's concession is 50% and such contribution by the Manufacturer will provide Housing affordability and such a concession to the Home Purchaser will assist with the Mortgage amount and closing cost of such a first Mortgage sought by the Purchaser/Client.

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