

**REQUEST FOR EXPRESSION OF INTEREST
FOR THE SALE OF
11 PACKAGED LOTS
IN WHITLAM (TOTAL 32 BLOCKS)**

**ISSUE DATE: 23 April 2026
CLOSING TIME AND DATE: 2:00pm AEST on 30
July 2026**

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1 THE SUBURBAN LAND AGENCY

The Suburban Land Agency (**SLA**) was established pursuant to section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT) and its functions include the sale of land on behalf of the Territory.

2 OPPORTUNITY

- 2.1 This Request for Expressions of Interest (**REOI**) from the SLA seeks expressions of interest from Community Housing Providers (**CHPs**) interested in purchasing one or more Packaged Lots from an offering of 32 residential Blocks, comprised of 11 Packaged Lots in Whitlam.
- 2.2 This opportunity is only open to CHPs registered under the National Regulatory System for Community Housing (**NRSCH**).
- 2.3 This REOI is subject to the Standard Terms and Conditions set out in Attachment B.

3 CALL OPTION DEED

- 3.1 The SLA may offer Respondents the opportunity to enter into Option Deeds conferring the right to call for Crown leases over Packaged Lots rather than immediately entering into Contracts for Sale. This will allow the Respondent to seek to secure funding (see below) prior to irrevocably committing to purchase the Land.
- 3.2 A copy of the Specimen Option Deed is contained in Attachment C to this REOI.
- 3.3 The consideration paid by the Respondent(s) for each Call Option Deed will be nominal (\$1.00).
- 3.4 The option period under the Option Deed will expire on 1 March 2027. If the Respondent does not exercise the option by that date, the option will lapse and the Respondent will have no right to enter into the Contract nor be granted a Crown lease in respect of the Land.

4 CONTRACT FOR SALE

- 4.1 Upon exercise of the option, the SLA and the Respondent will enter into the Contracts for Sale in respect of the subject Land.
- 4.2 The Contracts for Sale will be in a form substantially the same as the Specimen Contract for Sale.

5 FUNDING

- 5.1 The Housing Australia Future Fund (**HAFF**) and the National Housing Accord Facility (**NHAF**) are Commonwealth Government initiatives administered by Housing Australia.
- 5.2 The HAFF is a \$10 billion investment fund established by the Commonwealth Government and managed by the Housing Australia. Under the National Housing Accord, the Commonwealth Government has committed to delivering 10,000 new affordable homes over five years from 2024. The NHAF is the instrument through which Housing Australia will support the delivery of affordable homes via financing under the National Housing Accord. Further information is available on the [Housing Australia website](#).
- 5.3 CHPs that are registered charities are eligible to apply for funding under the HAFF Facility (HAFFF) and NHAF.
- 5.4 The ACT Government continues to explore potential opportunities for the Land, including avenues to secure funding through Housing Australia. Should any funding outcomes be confirmed, updates will be provided accordingly as part of the EOI process. However, the ACT Government cannot guarantee the outcomes of any Housing Australia processes, nor the availability or allocation of funding for the Land. More information about these processes are available from [Housing Australia](#).

6 PRICE OF BLOCKS

- 6.1 The Price of each Block and Packaged Lot is set out in the Land Schedule.
- 6.2 Prospective Respondents should note that:
- a) SLA will not negotiate the Price of any Packaged Lot;
 - b) the Price of each Packaged Lot is GST inclusive; and
 - c) SLA will apply the margin scheme (as set out in the *A New Tax System (Goods And Services Tax) Act 1999* (Cth)).

7 TIMEFRAMES AND QUESTIONS

An indicative timetable for the REOI process is set out below, however, the dates specified in the timetable are subject to change at SLA's absolute discretion.

Task	Date for completion of task
REOI Release	23 April 2026
Questions Closing Date and Time	2:00pm AEST on 16 July 2026
REOI Closing Date and Time	2:00pm AEST on 30 July 2026
Evaluate Responses	6 August 2026
Notify Preferred Respondent(s)	7 August 2026
Enter into Option Deed(s) with Successful Respondent(s)	21 August 2026

8 QUESTIONS

- 8.1 Following release of this REOI, prospective respondents may submit questions seeking clarification or additional details about the Packaged Lots, the Specimen Call Option Deed, Specimen Contract for Sale, Specimen Leases or any other aspect of the REOI. All questions must be directed to the Contact Person.
- 8.2 The Contact Person is:
- i. Name: Ahror Hamraev – Director, Housing Choice, Suburban Land Agency
 - ii. Email: communityhousing@act.gov.au
- 8.3 SLA will answer questions submitted in accordance with this section as it deems relevant to this REOI. It will not provide answers that:
- a) may disclose confidential information or privileged information;
 - b) may, in the opinion of SLA, give an unfair advantage to any Respondent; or
 - c) in the opinion of SLA, are not in the best interests of SLA or the Territory to disclose.
- 8.4 All questions and answers, addenda or supplementary information will be circulated via email to prospective Respondents, unless the author of the question specifically requests otherwise and SLA consents, in its absolute discretion.

PART B – EXPRESSIONS OF INTEREST

9 ELEMENTS OF AN EXPRESSION OF INTEREST

- 9.1 Each REOI should include completed Returnable Schedules 1 - 3 inclusive. Details of these requirements are set out below.
- 9.2 Respondents should provide a response to each of the Returnable Schedules in accordance with the requirements set out in the relevant Returnable Schedule.

10 LODGING AN EXPRESSION OF INTEREST

- 10.1 Responses should be lodged no later than the Closing Time and Date.
- 10.2 Respondents should complete the Response Form, available online at <https://suburbanland.act.gov.au/community-housing-in-canberra/eoi-whitlam-single-residential-packaged-lots>. Attachments should be uploaded in either PDF, Word or Excel formats and comply with the page limits listed on the Response Form.
- 10.3 Responses should not be lodged via email, facsimile or in hard copy (paper) format, subject to clause 10.4.
- 10.4 In the event of technical difficulties with the Response Form, please email communityhousing@act.gov.au no later than the Closing Time and Date to note the issue and seek guidance from the SLA.
- 10.5 All queries and requests for technical or operational support regarding lodgement should be directed via email to communityhousing@act.gov.au a minimum of 24 hours prior to the Closing Time and Date.
- 10.6 Respondents have the right to withdraw their Response at any point during the Request process. All queries and requests to withdraw from the Request process should be directed via email to communityhousing@act.gov.au.

PART C – CONSIDERATION OF RESPONSES

11 CONSIDERATION

- 11.1 SLA will:
- confirm NRSCH registration with the ACT Registrar for Community Housing for all Compliant Responses;
 - consider REOIs based on the Priority Framework below:

Priority Level	Requirements
1	<ul style="list-style-type: none">Aboriginal Community-Controlled Organisations that are CHPs or ACCO led consortia operating/providing service delivery in the Canberra region
2	<ul style="list-style-type: none">Operational dwellings in the ACT (the ACT must be either listed as a primary or other jurisdiction in NRSCH); andNRSCH Registration Tier 2 or 3
3	<ul style="list-style-type: none">Proposed projects in the ACT (as verified by the ACT Government, this could include providing evidence of option deeds, purchase contracts, land

	<p>ownership, or ACT Government funding agreements); and</p> <ul style="list-style-type: none"> • NRSCH Registration Tier 2 or 3
4	<ul style="list-style-type: none"> • Open to any registered CHP

- c) To be considered as priority 1, ACCO-led consortia must demonstrate:
- 11.1.c.1 Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;
 - 11.1.c.2 The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
 - 11.1.c.3 That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
 - 11.1.c.4 How the grant of the Crown Lease will build capability in the ACCO; and
 - 11.1.c.5 That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.
- d) should the Priority Framework set out in section 11.1(b) of this REOI be met, and there is still excess demand for the Packaged Lots, SLA reserves the right to conduct a ballot process to determine the Preferred Respondent(s).

12 EXECUTION OF DOCUMENTS

- 12.1 At the conclusion of the assessment process, the Preferred Respondent(s) will be invited to enter into Option Deed(s) with SLA. If the Preferred Respondent(s) wish to proceed, the Preferred Respondent(s) or their legal representative will be required to provide a copy of the Option Deed(s) which has been properly executed by the Preferred Respondent(s) to SLA or its legal representative within seven days.
- 12.2 Following receipt of the Option Deed(s) that has been properly executed by the Preferred Respondent(s), SLA may execute and date the Option Deed(s), and the relationship between the parties will be governed by the Option Deed(s) from that point forwards.
- 12.3 No legal relations exist until the parties have entered into the Option Deed(s).

13 DEBRIEFING OF RESPONDENTS

Respondents may request a debriefing following the conclusion of the REOI process and should do so in writing to the Contact Officer. Debriefings will be limited to matters relevant to the Respondent's Response and the evaluation criteria contained in this REOI.

14 DEFINITIONS

Unless otherwise stated in this REOI, the following meanings apply to terms in this REOI.

Aboriginal Community Controlled Organisation (ACCO)	An ACCO that meets the Clause 44 definition found in Closing the Gap and demonstrates they operate/provide service delivery in the ACT or Canberra Region (for example, through existing ACT service delivery or ACT based governance arrangements).
ACT Registrar for Community Housing	the responsible administrator of the National Regulatory System for Community Housing with the registrars in all other participating jurisdictions.
Background Documentation	the documents referred to in the Background Document Schedule at Annexure C of the Specimen Contract for Sale and provided by email to prospective respondents together with this REOI.
Canberra Region	The Canberra Region is defined as “the area comprising the Australian Capital Territory and the Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn-Mulwaree, Harden, Palerang, Queanbeyan, Snowy River, Upper Lachlan, Yass Valley and Young shires” in accordance with the Canberra Region Local Industry Participation Policy version 1.1
Clause 44	The Clause 44 definition is as follows: “Aboriginal and Torres Strait Islander community control is an act of self-determination. Under this Agreement, an Aboriginal and/or Torres Strait Islander Community-Controlled Organisation delivers services, including land and resource management, that builds the strength and empowerment of Aboriginal and Torres Strait Islander communities and people and is: <ul style="list-style-type: none"> ○ incorporated under relevant legislation and not-for-profit ○ controlled and operated by Aboriginal and/or Torres Strait Islander people ○ connected to the community, or communities, in which they deliver the services ○ governed by a majority Aboriginal and/or Torres Strait Islander governing body.”
Closing the Gap	the National Agreement on Closing the Gap, which is a commitment from all Australian governments and Aboriginal and Torres Strait Islander representatives to a fundamentally new way of developing and implementing policies and programs that impact on the lives of Aboriginal and Torres Strait Islander people. This agreement can be found at https://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap .
Closing Time and Date	the closing time on the closing date (as specified on the cover page and section 7 of this REOI) or such extended time and date approved by SLA at its discretion.

Community Housing Provider (CHP)	an entity registered under the National Regulatory System for Community Housing and as defined in the Community Housing Provider National Law.
Community Housing Provider National Law	the appendix to the <i>Community Housing Providers (Adoption of the National Law) Act 2012</i> (NSW).
Compliant Response	a Response submitted by a Respondent in accordance with the terms set out in this REOI.
Contact Person	has the meaning given to it in section 8 of this REOI.
Contract for Sale or Contract	the contract for sale between SLA and the Successful Respondent in respect of a Packaged Lot (or Packaged Lots) (in or substantially in the terms of the Specimen Contract for Sale).
Crown Lease or Lease	has the same meaning as set out in section 235 of the Planning Act.
Housing Australia	the entity established under section 7 of the <i>Housing Australia Act 2008</i> (Cth).
Housing Australia Future Fund	together with the National Housing Accord, these are Commonwealth Government initiatives to improve housing outcomes for Australians and will collectively support the delivery of 20,000 new social and 20,000 new affordable homes across Australia over five years. These programs are administered by Housing Australia.
Land Schedule	means the schedule of the Packaged Lots set out in Returnable Schedule 2.
National Housing Accord	together with the National Australia Future Fund, these are Commonwealth Government initiatives to improve housing outcomes for Australians and will collectively support the delivery of 20,000 new social and 20,000 new affordable homes across Australia over five years. These programs are administered by Housing Australia.
National Regulatory System for Community Housing (NRSCH)	represents the national system for regulation of CHPs across all states and territories (except Victoria and Western Australia) which governs and manages the community housing sector in order to meet the housing needs of tenants and provide assurance for government and investors.
Option Deed	the deed between SLA and the Preferred Respondent(s) in respect of a Packaged Lot (or Packaged Lots).
Packaged Lot	means one or more of the following packaged lots: <ol style="list-style-type: none"> 1. Packaged Lot 1;

	<ol style="list-style-type: none"> 2. Packaged Lot 2; 3. Packaged Lot 3; 4. Packaged Lot 4; 5. Packaged Lot 5; 6. Packaged Lot 6; 7. Packaged Lot 7; 8. Packaged Lot 8; 9. Packaged Lot 9; 10. Packaged Lot 10; and/or 11. Packaged Lot 11. <p>with details of each packaged lot set out in the Land Schedule.</p>
Planning Act	the <i>Planning Act 2023</i> (ACT).
Preferred Respondent	the Respondent(s) invited to enter into one or more Call Option Deeds with SLA in respect of a Packaged Lot (or Packaged Lots).
Price	the Price for each of the Packaged Lots set out in the Land Schedule.
Request for Expression of Interest or REOI	this request expression of interest, including all attachments, returnable schedules, annexures, schedules and appendixes.
Respondent	an entity that has lodged a Response responding to this REOI.
Response	a Response submitted in response to this REOI.
Returnable Schedules	the Returnable Schedules annexed to this REOI at Attachment A.
Specimen Call Option Deed	the specimen call option deed included in Attachment C to this REOI.
Specimen Contract for Sale or Specimen Contract	the specimen contract for sale included in Attachment D to this REOI.
Specimen Lease	the specimen Crown lease at Attachment E to this REOI.
Suburban Land Agency or SLA	the agency established by section 37 of the <i>City Renewal Authority and Suburban Land Agency Act 2017</i> (ACT).
Successful Respondent	the Respondent(s) who have entered into one or more Call Option Deeds with SLA in respect of a Packaged Lot (or Packaged Lots).

Territory	(1) when used in a geographical sense the Australian Capital Territory; and (2) when used in any other sense the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Plan	the <i>Territory Plan 2023</i> as amended and varied from time to time.

ATTACHMENT A Returnable Schedules

The following pages should be detached, completed and lodged in accordance with section 10 of the REOI

- Returnable Schedule 1 - Respondent's details
- Returnable Schedule 2 – Package Lot nomination
- Returnable Schedule 3 - Warranty

RETURNABLE SCHEDULE 1 Respondent's Details/Lead Entity

Respondent's (Lead Entity) Name:

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

If you are not registered in the ACT, do you have any proposed projects in the ACT? YES/NO

If yes, please provide evidence as attachments to this schedule 1.

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

*Respondents that are a consortium should indicate the nature, structure and shareholding of the proposed consortium members and outline the proposed financial arrangements underpinning the consortium. This includes confirming which entity will purchase the Site. Supporting documents demonstrating the nature of the relationship between entities must be **attached** and listed below.*

Consortium Entity Details (provide details of each entity forming the consortium with the Lead Entity above)

Entity Name: _____

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

Additional Entity

Entity Name: _____

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

Supporting Documentation Attachments:

a) _____

b) _____

c) _____

d) _____

e) _____

ACCO-led consortium respondents must demonstrate:

1. Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;
2. The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
3. That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
4. How the grant of the Crown Lease will build capability in the ACCO; and
5. That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.

RETURNABLE SCHEDULE 2 Package Lot nomination

Respondents are to nominate their preferred Packaged Lot(s). Please state whether you wish to purchase each Packaged Lot (by writing “Yes” in the column where indicated) and provide your order of preference (numbered from 1 to a maximum of 11, with 1 being your highest preference) in the tables below.

Respondents should set out conditions (if any) relating to its preferred Packaged Lots where indicated at the end of this Returnable Schedule. Should clarifications be required, Attachment B, Section 4 of this REOI governs this process.

LOT NO	BLOCK DETAILS							RESPONDENTS TO COMPLETE	
	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write “Yes” in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Packaged Lot 1	Whitlam	77	1	314	RZ1	N/A	\$568,675		
	Whitlam	77	2	126	RZ1	N/A	\$228,195		
	Whitlam	77	3	126	RZ1	N/A	\$228,195		
	Whitlam	77	4	196	RZ1	N/A	\$354,969		
	Whitlam	77	5	196	RZ1	N/A	\$354,969		
	Whitlam	77	6	196	RZ1	N/A	\$354,969		
	Whitlam	77	7	196	RZ1	N/A	\$354,969		
	Whitlam	77	8	196	RZ1	N/A	\$354,969		
	Whitlam	77	9	243	RZ1	N/A	\$440,089		

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE		
	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write "Yes" in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Total price for Packaged Lot 1							\$3,240,000		
Packaged Lot 2	Whitlam	75	16	387	RZ1	N/A	\$657,500		
	Whitlam	75	15	416	RZ1	N/A	\$677,000		
Total price for Packaged Lot 2							\$1,334,500		
Packaged Lot 3	Whitlam	78	11	477	RZ1	N/A	\$685,000		
	Whitlam	78	10	499	RZ1	N/A	\$690,000		
Total price for Packaged Lot 3							\$1,375,000		
Packaged Lot 4	Whitlam	79	12	403	RZ1	N/A	\$640,000		
	Whitlam	79	11	336	RZ1	N/A	\$555,000		
Total price for Packaged Lot 4							\$1,195,000		
Packaged Lot 5	Whitlam	79	6	368	RZ1	N/A	\$610,000		
	Whitlam	79	7	374	RZ1	N/A	\$620,000		
Total price for Packaged Lot 5							\$1,230,000		
	Whitlam	88	1	249	RZ1	N/A	\$500,000		

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE		
	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write "Yes" in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Packaged Lot 6	Whitlam	88	2	232	RZ1	N/A	\$465,000		
	Whitlam	88	3	232	RZ1	N/A	\$465,000		
	Whitlam	88	4	232	RZ1	N/A	\$465,000		
	Whitlam	88	5	249	RZ1	N/A	\$495,000		
Total price for Packaged Lot 6							\$2,390,000		
Packaged Lot 7	Whitlam	83	2	410	RZ1	N/A	\$640,000		
	Whitlam	83	3	376	RZ1	N/A	\$605,000		
Total price for Packaged Lot 7							\$1,245,000		
Packaged Lot 8	Whitlam	83	22	450	RZ1	N/A	\$685,000		
	Whitlam	83	21	450	RZ1	N/A	\$685,000		
Total price for Packaged Lot 8							\$1,370,000		
Packaged Lot 9	Whitlam	85	16	419	RZ1	N/A	\$630,000		
	Whitlam	85	15	419	RZ1	N/A	\$630,000		
Total price for Packaged Lot 9							\$1,260,000		

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE		
	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write "Yes" in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Packaged Lot 10	Whitlam	86	16	401	RZ1	N/A	\$650,000		
	Whitlam	86	15	416	RZ1	N/A	\$635,000		
Total price for Packaged Lot 10							\$1,285,000		
Packaged Lot 11	Whitlam	87	24	423	RZ1	N/A	\$670,000		
	Whitlam	87	23	422	RZ1	N/A	\$670,000		
Total price for Packaged Lot 11							\$1,340,000		

Conditions:

Respondents who have written "Yes" in the column entitled "Write "Yes" in this column if you wish to enter into a Call Option Deed for the corresponding "Packaged Lot" for more than one Packaged Lot must respond to the questions set out below.

1. Does the Respondent wish to purchase all Packaged Lots it has written "Yes" to in the table above? Please write "yes" or "no".

2. If the Respondent does not wish to purchase all Packaged Lots it has written "Yes" to in the table above, Respondents must set out conditions (if any) relating to its preferred Packaged Lots in this text box.

WARRANTY

The Respondent warrants to Suburban Land Agency that:

- (1) it has undertaken reasonable checks and searches and it is not aware of any information, relationships or other matters that may give rise to a conflict of interest or the potential for a conflict of interest in respect of this response that has not been disclosed to Suburban Land Agency in writing;
- (2) it has read and understood the REOI, and this Response is submitted in accordance with the REOI (including all addenda);
- (3) it has obtained, or had reasonable opportunity to obtain, appropriate experts' advice in respect of the Land;
- (4) it accepts that it is Suburban Land Agency's usual practice to make publicly available after exchange of contract the purchasers' details including its name, the Packaged Lot details and the purchase price on Suburban Land Agency's website;
- (5) it has submitted the expression of interest taking into account the matters acknowledged above; and
- (6) all information in expression of interest is true and correct at the time of lodgement.

Dated this _____ day of _____ 20__

ATTACHMENT B Standard TERMS and CONDITIONS

1 RETURNABLE SCHEDULES

In completing the Returnable Schedules Respondents must ensure that all Returnable Schedules and all attachments and supporting material are written in English.

2 ADDENDA

2.1 SLA may issue addenda to this REOI for the purposes of clarifying or amending it.

2.2 Addenda become part of the REOI and Respondents must, on submitting a Response, confirm in the Warranty that they have sighted all addenda and have submitted the Response taking into account any matters in addenda.

2.3 SLA will issue addenda via email to prospective Respondents.

3 CLOSING TIME AND DATE

SLA may, at any time before the Closing Time and Date, change the Closing Time and Date to a later time or date. If SLA changes the Closing Time and Date, it will use reasonable endeavours to notify that change to prospective Respondents.

4 SLA'S RIGHTS

4.1 SLA may at any time:

- a) cancel, add to or amend the information, requirements, terms, procedures or processes set out in this REOI, including after the Closing Time and Date;
- b) provide additional information to prospective Respondents including by way of addenda;
- c) suspend or terminate the REOI process;
- d) admit or exclude any Respondent from the REOI process;
- e) accept or reject or shortlist any Response, regardless of its compliance or non-compliance with this REOI;
- f) request and rely on any clarification or additional information from any Respondent;
- g) enter into negotiations with any one or more Respondents;
- h) discontinue negotiations with any Respondents;
- i) elect not to proceed to select any successful Respondent or any preferred Respondent(s);
- j) in respect of documents lodged by a Respondent, complete and deal with documents in accordance with section 7 of Attachment B.

4.2 Any time or date in this REOI is for the sole convenience of SLA. The establishment of a time or date in this REOI does not create an obligation on the part of SLA, to take any action or extend any right to any Respondent to expect that any action be taken on the date established. SLA may notify Respondents if SLA exercises any of the rights listed in this REOI but will not be obliged to provide any reasons for its actions.

4.3 If this REOI provides that SLA "may" do a thing, it may do so in its absolute discretion, at any time and without having to notify any Respondent(s) or provide any reason(s).

5 EXCLUSIONS OF LIABILITY

- 5.1 Participation in any stage of this REOI process or in relation to any matter concerning the REOI process will be at each Respondent's sole risk, cost and expense. SLA will not be liable in any circumstances whatsoever for:
- a) any cost, expense, loss, claim or damage arising out of, or in connection with, any Respondent's participation in this REOI process including the preparation and submission of a Response, participation in a presentation or interview, arranging and conducting a site visit or the preparation and negotiation of a contract;
 - b) any cost, expense, loss, claim or damage arising or resulting from the exercise of any of SLA's rights referred to in this REOI; or
 - c) any failure by SLA to inform Respondents of the exercise of any of SLA's rights or discretions under the REOI.
- 5.2 SLA will not be liable to any Respondent on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Respondent's participation in the REOI process, including, without limitation, instances where SLA:
- a) varies or terminates this REOI process or any negotiations with a Respondent;
 - b) decides not to proceed with or to change any aspect of the REOI;
 - c) exercises or fails to exercise any of its rights under or in relation to this REOI; or
 - d) makes information available or provides information to a Respondent relating to its assets, procedures, plans, Response, existing arrangements for the project or any other future arrangements.

6 DISCLAIMER

The SLA will consider expressions of interest submitted in response to this REOI taking into account the matters contained herein, however Respondents should note the matters below.

- 6.1 This REOI does not represent an offer by the SLA to procure the grant of a Crown lease or Option to acquire a Crown lease to any entity on any terms or conditions.
- 6.2 While this REOI sets out matters that the SLA may take into account in considering whether to procure the grant of one or more Crown leases to entities that submit expressions of interest, the SLA's decision to procure any such Crown leases is unfettered by any matters set out in this REOI and at its absolute discretion.
- 6.3 The SLA may amend, add to, vary or withdraw this REOI at anytime and for any reason.
- 6.4 Entities that submit an expression of interest do so entirely at their own risk and costs on the basis of their own due diligence investigations, inquiries, advice and knowledge and the SLA and its officers, employees, agents, consultants and advisors are not under any duty at any time to disclose any fact matter or circumstance concerning the SLA, the Land or the process by which the SLA will consider such expressions of interest.
- 6.5 Prospective Respondents should independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of the Land and are encouraged to seek appropriate professional advice about the Land and this REOI.
- 6.6 The release of this REOI does not create or evidence any contractual or other enforceable obligations or any other binding undertaking of any kind by the SLA (including one that could give rise to any promissory estoppel, quantum meruit or on

any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis) in relation to:

- a) the conduct of this process;
- b) whether, to whom and on what terms any offer to procure Crown leases will be made; or
- c) whether or not the SLA in fact enters into an Option or Contract for Sale with any party on any terms and conditions.

6.7 The SLA:

- a) is not, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided in this REOI;
- b) makes no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- c) expressly disclaims any and all liability arising from all information provided to any person including errors or omissions contained in the information;
- d) expressly disclaims any and all liability arising from any predication or statement as to any future development, use of land or any other event whatsoever discussed or described in this document;
- e) except so far as liability under any statute cannot be excluded, accepts no responsibility arising in any way from errors in or omissions from this REOI or any information provided to Tenderers in negligence;
- f) does not represent that they apply any expertise which can be relied upon by any person or entity;
- g) has no responsibility to inform anyone of any matter arising or of which they become aware which may affect or qualify any information provided in any way;
- h) accepts no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of this REOI; and
- i) assumes no duty of disclosure or fiduciary duty to any interested party.

6.8 Prospective Respondents should:

- a) review the Land Schedule for further details about the Packaged Lots (including the price and restrictions of each Packaged Lot)
- b) review the Background Documentation in respect of the Packaged Lots.

6.9 This REOI is not an offer by SLA to enter into an Option Deed or Contract for Sale, nor does it constitute any recommendation in relation to any matter about the Land, and it does not include any investment, accounting, financial, legal or tax advice.

6.10 This REOI has been prepared for prospective Respondents' sole use in deciding whether to respond to this REOI or to undertake further investigation of the opportunity described in it. Neither the information in this REOI nor any other information provided to Respondents by SLA, its officers, employees, agents or advisors contains or purports to contain all the information that Respondents would desire or require to assess the opportunity for participation in the REOI process and the projects contemplated by the REOI. Respondents must:

- a) decide whether to submit a Response on the basis of their own due diligence investigations, inquiries, advice and knowledge and SLA and its officers, employees, agents, consultants and advisors are not under any duty at any time

to disclose any fact matter or circumstance concerning SLA, the REOI process, the projects contemplated by the REOI or anything else; and

- b) independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of this REOI and must seek appropriate professional advice about this REOI and all information provided to them with respect to:
 - i. the projects contemplated by the REOI; and
 - ii. all assumptions, uncertainties and contingencies, which may affect the projects contemplated by the REOI.

7 OWNERSHIP OF REOI AND RESPONSES

- 7.1 In this REOI the expression “Intellectual Property Rights” means present and future copyright, registered and unregistered trademarks, industrial designs and registered or registrable patents, semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights and any rights to registration of those rights in Australia or elsewhere.
- 7.2 All documents in this REOI are the property of SLA. All Intellectual Property Rights contained in this REOI are retained by SLA and/or any third party who has given SLA permission to incorporate them in this REOI. No part of this REOI may be reproduced, stored in a retrieval system or transmitted in any form, by any method, including electronic, for any purpose, except as expressly permitted under applicable legislation or by permission of SLA. However, Respondents may reproduce any information provided by SLA to them in electronic format as part of this REOI for the sole and exclusive purpose of preparing their Response.
- 7.3 SLA may, at any stage during the REOI process, require Respondents to:
 - a) return to SLA; or
 - b) destroy and provide SLA with certification of the destruction of,
 - c) any information supplied by SLA to Respondents, in any material form, in connection with the REOI.
- 7.4 Upon lodgement, all Responses will become the property of SLA. SLA may make further copies of, and use, any Response for the purpose of conducting the REOI process and evaluating Responses. However, any Intellectual Property Rights in the information contained in the Responses will not pass to SLA simply by virtue of the lodgement of that Response.

8 DISCLOSURE OF CONFIDENTIAL INFORMATION

- 8.1 Any requests for information contained in Responses to be treated as confidential information will be considered by SLA in its absolute discretion.
- 8.2 Notwithstanding any other provision in this REOI, the Preferred Respondent’s details including their name, Land details and Price will be made publicly available after execution of the Contract for Sale.
- 8.3 If SLA provides Respondents with information expressly stated as confidential information, the Respondents must not disclose that information to any person other than to their employees or advisers directly involved in the preparation of their Response. Respondents must comply with this obligation both during and after the REOI process, for so long as such information is considered by SLA to be confidential information.

9 APPLICABLE LAW

The law applying in the Australian Capital Territory applies to this REOI process.

10 SECURITY, PROBITY AND FINANCIAL CHECKS

SLA may perform security or financial (including credit) checks in relation to Respondents, their directors, partners, associates, or related entities and their officers or employees. This may also include contact with financial advisers and auditors to clarify information or seek additional information. These checks may require individuals to sign forms verifying information relating to an individual and/or authorising the provision of confidential or personal information. Respondents must provide, at their cost, all reasonable assistance to SLA in this regard.

11 CONFLICTS OF INTEREST

A conflict of interest may exist, for example, if the Respondent or any of its personnel has a relationship (whether professional, commercial or personal) with another party who is able to influence the matter (such as SLA personnel or advisers). If a Respondent identifies that a conflict of interest exists or might arise in its participation in the REOI process, the Respondent must notify the Contact Person of the relevant circumstances as soon as practicable after becoming aware of the conflict or potential conflict, identify that actual or potential conflict of interest in writing in its Response, and complete the warranty in the Returnable Schedules in relation to conflict of interest. If the conflict or potential conflict arises after the lodgement of the Response, the relevant Respondent must notify the Sales Agent as soon as possible.

12 FALSE AND MISLEADING CLAIMS

Respondents are advised that giving false or misleading information is an offence. SLA may reject any Response which is found to have made a false or misleading claim or statement.

13 UNLAWFUL INDUCEMENTS

Respondents and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or SLA or Territory policies regarding the offering of inducements in connection with the preparation of their response.

14 IMPROPER ASSISTANCE

Respondents must not communicate with nor solicit information concerning or relating to the REOI process from employees of SLA or of the Territory, except as otherwise permitted in this REOI.

ATTACHMENT C CALL OPTION DEED (SPECIMEN)

ATTACHMENT D Contract for Sale (specimen)

ATTACHMENT E Crown Lease and Memorandum of Provisions (specimen)