

SCHEDULE 19

FINAL CERTIFICATE AND DEED OF RELEASE

EXECUTED IN FAVOUR OF Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476) ("**Mirvac**")

By S & D O'Brien Pty Ltd as Trustee for the O'Brien Unit Trust T/A Cogent Scaffolding (ABN 30 570 017 005 ACN 570 017 005) of 7/55 Links Avenue North, Eagle Farm, QLD 4009 (the Subcontractor")

RECITALS:

- A. Pursuant to a Subcontract dated 13/01/2015 (the Subcontract") the Subcontractor agreed to carry out the [*Scaffolding*] works for a project situated at Quay Waterfront Newstead (the "Subcontract Works").
- B. The Subcontractor has agreed to settle all claims, whether past, present or future and whether known or unknown at the date of this deed, under or arising out of or in connection with the Subcontract on the terms and conditions set out in this deed.

OPERATIVE PART:

1. The Final Subcontract Sum payable is made up as follows:
- | | |
|---|--------------|
| Original Contract Sum | \$383,022.00 |
| Adjustments: Additions | \$298,613.35 |
| Deductions | \$NIL |
| Final Subcontract Sum including retention (the "Final Subcontract Sum") | \$681,635.35 |
| Less Retention | \$NIL |
| Final Subcontract Sum excluding retention | \$681,635.35 |

Final Amount due from Mirvac to Subcontractor* (including all retention monies) \$0.00

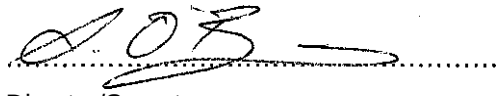
Payment to the Subcontractor of any amount due becomes payable after execution of this deed and otherwise in accordance with the Subcontract.

2. With the exception of the Subcontractor's entitlement to be paid such portion of the Final Subcontract Sum not yet paid as at the date of this deed, the Subcontractor hereby releases and forever discharges Mirvac from and against all claims (including claims based on statute, common law, unjust enrichment or equity and whether past, present or future and whether known or unknown at the date of this deed) arising out of or in connection with the Subcontract or the Subcontract Works (hereinafter referred to as "Claims").
3. This deed may be relied on and enforced by Mirvac in accordance with its terms even though Mirvac is not a party to it. This deed may be amended only by another deed approved by Mirvac.
4. The Subcontractor warrants that all workers, subcontractors, suppliers, consultants and others who have at any time been employed by the Subcontractor on work under the Subcontract have at the date of this deed been paid all moneys due and payable to them in respect of their employment on work under the Subcontract and that all suppliers engaged by the Subcontractor have been paid all money due and payable to them in respect of all plant and goods used in or provided for the Subcontract Works (hereinafter referred to as "Third Party Entitlements").
5. The Subcontractor hereby indemnifies and agrees to keep indemnified Mirvac from and in respect of all Claims and Third Party Entitlements.

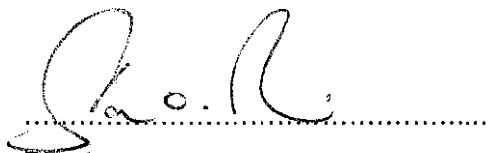
DATED this day of 20

Executed as a Deed

Executed by S & D O'Brien Pty Ltd as Trustee for the O'Brien Unit Trust T/A Cogent Scaffolding
ACN 570 017 005
pursuant to Section 127 of the
Corporations Act 2001 (Cth)
in the presence of:



Director/Secretary



Director

.....
Name (please print)

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Name (please print)