

Code 003

Exclusive Auction Authority®



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Particulars of Appointment.

Agent Three Gems Pty Ltd Trading As Ray White Phillip Island

Address	41 Thompson Avenue, Cowes 3922			
ACN			ABN	90 125 538 883
Attention	Jon Taylor			
Phone	03 5952 2799	Mobile	0413 966 420	
Fax			Email	jon.taylor@raywhite.com

Vendor Charlesworth Family Trust

Address				
ACN			ABN	
Phone	0487 542 291 (S)	Mobile	0400 675 430 (K) <input type="checkbox"/> SJC	
Email	stevejcharlesworth1@gmail.com.au	&	phillipislandatthebeach@gmail.com <input type="checkbox"/> SJC	

Property 2/14 Alvina Crescent, Surf Beach, VIC 3922

with goods being all fixed floor coverings, dishwasher (if present), television brackets (if present), curtains, blinds, light fittings, fixtures and fittings as inspected

Exclusive authority period until 60 days after the auction date stated below.

Auction date 21 / 02 / 20 26 (an auction date must be included) Time of auction 10:00 am pmThe Property is being sold with vacant possession OR subject to (a) tenancyOR with either vacant possession or subject to (a) tenancy

Vendor's reserve price To Be Advised payable in 30/60 days

Agent's estimate of selling price (Section 47A of the Estate Agents Act 1980). Note: If a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.

Single amount \$ 0.00 or between \$ 460,000 and \$ 500,000

Commission

A fixed *commission (including GST) of \$ OR

A *commission (including GST) being the following % of the sale price or calculated as follows:

1.98%

Dollar amount of estimated commission:

\$ 9,900

including GST of \$ 900

if sold at a *GST inclusive / *GST exclusive price / *Not subject to GST

of \$ 500,000

(*delete the ones that do NOT apply)

(*Commission: Vendor please read the payment of commission terms at page 2, Item 1, before you sign this Authority)

Marketing Expenses (including GST)

Advertising \$ 2,890 Other Expenses \$ TOTAL \$ 2,890

Marketing Expenses are payable on

*the signing of this Authority / *written request (*delete the one that does NOT apply) DATE: / / 20

AGENT 03-01-2026

DocuSigned by:

Jon Taylor

5DC35FEB4463482...

VENDOR(S) 05-01-2026

Signed by:

Stephen James Charlesworth

5EA9A5C4A5B844E...

05-01-2026

Signed by:

Susan Charlesworth

1BDEFEFFC174F9...

Initial
SJC

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Item 1. Agent's entitlement to commission

The Vendor agrees to pay the Agent the commission on the terms of this Authority if the Property is sold:

- 1.1 during the exclusive authority period by the Agent or by any other person (including the Vendor or another agent); or
- 1.2 to a person introduced to the Property by the Agent before the Vendor signed this Authority and to whom, as a result of the introduction, the Property is sold; or
- 1.3 within 120 days after the expiration of the exclusive authority period to a person introduced to the Property by the Agent within the exclusive authority period and to whom, as a result of the introduction, the Property is sold.

The commission is due and payable on the Property being sold.

Items 1.2 and 1.3 will not apply if the Vendor may incur a liability to pay an agent a commission under an exclusive agency agreement signed by the Vendor with another agent after the expiration of the exclusive authority period.

(See the definition of "sold", "sale" and "sell" in GC 1.14)

Item 2. Making a complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria GPO Box 4567, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

Item 3. Dispute resolution

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. If a complaint or dispute arises, please ask to be informed about the procedures.

Item 4. Warranty of REIV membership

The Agent is a member of the REIV, at the date of this Authority. The Agent will confirm membership, if requested. If the warranty is false, this Authority is void. (*This warranty cannot be deleted or modified*)

Item 5. Warranty of VicForms subscription

The Agent has an active REIV VicForms subscription, at the date of this authority. The Agent will confirm their VicForms subscription, if requested. If no active subscription is found, this authority is void.

Item 6. *Rebate Statement - no rebate will be received

Instructions

This statement is approved by the Director of Consumer Affairs Victoria for the purposes of section 49A(4) of the *Estate Agents Act 1980*. It may only be included in an agency authority if an agent is not entitled to any rebate. It should not be used if there is a possibility that an agent may receive a rebate.

The agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.

In addition to the statement approved by the Director of Consumer Affairs Victoria, the following statements are provided in compliance with sections 49A (4)(a) and (c) of the *Estate Agents Act 1980* -

The agent will not be, or is not likely to be, entitled to any rebate in respect of -

- (i) any outgoings; or
- (ii) any prepayments made by a person engaging or appointing the agent (the *client*) in respect of any intended expenditure by the agent on the client's behalf; or
- (iii) any payments made by the client to another person in respect of the work.

The agent is not entitled to retain any rebate and must not charge the client an amount for any expenses that is more than the cost of those expenses.

(*If the agent will be, or is likely to be, entitled to a rebate then the agent must cross out this item, the amendment should be initialled by the parties to this agreement and the agent is to complete the rebate statement approved by the Director of Consumer Affairs Victoria for use where a rebate will be, or is likely to be, received. The approved rebate statement must be attached to the original and to the clients copy of this authority at the time that it is signed. The rebate statement is available at <https://www.consumer.vic.gov.au/>).

Item 7. Exclusive Authority Period (no time stated)

If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business does not state when the sole agency is to end, the sole agency ends: (a) in the case of a sale by auction, 30 days after the date of the auction (b) in any other case, 60 days after the date the agreement is signed by, or on behalf of, the seller of the real estate or business.

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Item 8. Agent's role

The Agent will advertise, market and endeavour to sell the Property, and will, unless the Property is sold beforehand, conduct a public Auction.

Item 9. Commission sharing

* The Agent may share the commission with an employee who is an estate agent or an agent's representative, or with an estate agent who is the Agent's business partner. (* *If commission will be shared with anyone else, complete and attach the notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Authority. The notice can be downloaded at www.consumer.vic.gov.au*)

Item 10. Vendor acknowledgements

The Vendor acknowledges:

- 10.1 being informed by the Agent the commission and Marketing Expenses are negotiable and having read Item 1 at page 2, before signing this Authority;
- 10.2 Marketing Expenses incurred during the period of this Authority must be paid, whether or not the Property is sold;
- 10.3 commission is payable in accordance with this Authority, if the Property is sold;
- 10.4 dummy bidding is illegal;
- 10.5 it is illegal for the auctioneer to accept bids /offers after the Property has been knocked down to the successful bidder;
- 10.6 and agrees that his / her personal information will be collected and may be used, as provided in this Authority;
- 10.7 being informed the Agent has procedures for resolving complaints and disputes, before signing this Authority;
- 10.8 receipt of a copy of this Authority, at the time of signing;
- 10.9 if the Property is "residential property" as defined by the Estate Agents Act 1980, the Agent may be required by law to disclose details relating to the Property, including the sale price and date of sale, and also acknowledges this requirement cannot be altered by an agreement, arrangement or understanding between the Agent and the Vendor or between the Agent or the Vendor and any other person.

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General Conditions (GC)

1. In this Authority unless otherwise required by the context or subject matter:

1.1 "Act" means the Estate Agents Act 1980.

1.2 "Agent" includes an estate agent or an agent's representative employed by the Agent.

1.3 "amount owing under the security" means principal, interest, costs, and expenses payable by the legal or equitable owner of the Property under the terms of the security pursuant to which the Vendor is disposing of the Property.

1.4 "binding offer" means:

1.4.1 an offer at the Vendor's reserve price and on the terms set out in the Particulars of Appointment which would result in a contract of sale enforceable against the purchaser, if signed by the Vendor and exchanged with the purchaser; or

1.4.2 an enforceable contract of sale signed by the Vendor and the purchaser.

For the purposes of **GC 1.4.1** the offer must be in a contract of sale signed by the purchaser and "Vendor's reserve price" has the meaning in **GC 1.16**.

For the purposes of **GC 1.4.1** and **GC 1.4.2** "enforceable contract of sale" means a contract which may be enforced by an order for specific performance and/or upon the breach of which either the Vendor or the purchaser would be entitled to an award of damages.

1.5 "deposit moneys" has the same meaning as defined in the Sale of Land Act 1962.

1.6 "exclusive authority period" means the period commencing on the date of this Authority and continuing until the expiry of the number of days specified in the Particulars of Appointment.

1.7 "GST" means the goods and services tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.

1.8 "introduced to the Property" means the person was made aware the Property was available to purchase irrespective of the source. Without limiting the generality of the foregoing, a person will be deemed to have been introduced to the Property by the Agent if the person became aware the Property was available for purchase as a result of viewing, hearing, or reading an advertisement of whatever nature or medium or any boards, placards, or other literature referring to the availability of the Property that were connected to the Agent in any way.

1.9 "Marketing Expenses" means the advertising and other expenses of the Agent specified in the Particulars of Appointment.

1.10 "person" includes a natural person, a corporation and an incorporated association.

1.11 "professional fees" means the total of the commission and Marketing Expenses as duly authorised and expended.

1.12 "purchaser" means the person to whom the Property is sold.

1.13 "REIV" means The Real Estate Institute of Victoria Ltd [ACN 004 210 897].

1.14 "sold" is -

(a) the result of obtaining a binding offer; unless

(b) the Property is in a retirement village in which case "sold" is completion of the settlement of the contract of sale and the purchaser, or resident who will reside at the Property, having entered into a contract for services with the manager of the retirement village; and

(c) in sub-clause (b) "resident" and "retirement village" have the meanings in the Retirement Villages Act 1986 and "sale" and "sell" have corresponding meanings.

1.15 "security" includes mortgage, bond, debenture, covenant, charge, or appointment under the terms of which the Vendor is disposing of the Property.

1.16 "Vendor's reserve price" means a price equal to or greater than the Vendor's reserve price stated in the Particulars of Appointment.

1.17 A reference to an act of Parliament includes an act amending or superseding the act referred to.

1.18 If the Agent or the Vendor comprises more than one person, their respective obligations are joint and individual.

1.19 "Auction" means a publicly advertised auction

1.20 "Auction Date" means:

the date indicated on page 1 next to the words "Auction date", if the auction took place on that date; or if:

the auction did not take place on the date indicated on page 1 next to the words "Auction date", or
no date is indicated on page 1 next to the words "Auction date";

but the auction took place within 60 days of the date the authority was signed by the vendor, the date the auction took place.

Note: General Condition 16 provides that if none of the above conditions are satisfied, the exclusive authority period ends 60 days after the date the authority was signed by the vendor.

2. If the purchaser does not complete the purchase and forfeits the deposit, the Vendor will take all reasonable steps to recover any unpaid deposit from the purchaser and/or any other person who may be liable for payment of the deposit and to pay the professional fees from the sum of the deposit paid or recovered.

3. If the Vendor fails to pay the Agent any moneys due under this Authority within 30 days of receipt of the Agent's invoice ("the due date for payment"), then interest at the rate fixed from time to time under section 2 of the Penalty Interest Rates Act 1983 will be charged on the unpaid money (or the balance owing from time to time) calculated from the due date for payment to and including the day on which the unpaid money is paid in full. The interest will be paid, if demanded.

4. If the Vendor is a natural person, a corporation or an unincorporated association and a person signs on behalf of the Vendor, the person signing is responsible for the due performance of the Vendor's obligations as if they were the Vendor. If the Vendor is a corporation or an un-incorporated association, the person signing will in addition have the directors of the corporation or the committee of the unincorporated association sign a guarantee and indemnity in favour of the Agent in a form acceptable to the Agent's legal practitioner, if required by the Agent.

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5. If while a stakeholder the Agent is requested to transfer the deposit moneys to the Vendor's legal practitioner or conveyancer or to another estate agent acting on behalf of the Vendor, the Vendor agrees the Agent may retain out of the deposit moneys an amount equal to the Agent's commission and/or Marketing Expenses that the Agent is then or will become entitled to and any other moneys that Agent is or will become entitled to by law in relation to the sale of the Property.

6. The Vendor may refuse a binding offer made between the date of this Authority and the date of the Auction without incurring any liability to pay professional fees.

7. The Vendor irrevocably authorises the Agent to deduct the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, from deposit moneys held by the Agent.

8. If the Property is sold and no deposit moneys are held by the Agent, the Vendor will pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, on demand.

9. If deposit moneys are held in whole or part by the Vendor's conveyancer or legal practitioner, the Vendor appoints the Agent as the Vendor's attorney under power to direct and authorise the conveyancer or legal practitioner to pay the professional fees properly incurred and state and federal taxes required to be deducted by law, including GST, to the Agent. The Vendor agrees to promptly ratify and confirm the power of attorney, if requested.

10. Unless otherwise stated in the Particulars of Appointment, the Vendor will pay the maximum amount of Marketing Expenses to the Agent on the signing of this Authority and in any event the Marketing Expenses will be payable on written request. When this Authority ends, the Agent will provide the Vendor with an itemised list of the Marketing Expenses and State or Federal taxes expended or payable. The Agent will provide the itemised list at any other time that may reasonably be required by the Vendor.

11. If this Authority requires the Vendor to pay or reimburse or contribute to an amount paid or payable by the Agent in respect of an acquisition from a third party to which the Agent is entitled to an input tax credit, the amount for payment or reimbursement or contribution will be the GST exclusive value of the acquisition by the Agent plus the GST payable in respect of that supply but only if the Agent's recovery from the Vendor is a GST taxable supply.

12. If the Vendor is disposing of the Property under the terms of a security and the Auction is cancelled:

12.1 within 14 days from the date of this Authority, the Vendor will pay the Agent the total Marketing Expenses and one-quarter of the commission payable on

12.1.1 the Vendor's reserve price set out in the Particulars of Appointment or otherwise advised by the Vendor ; or

12.1.2 the amount owing under the security whichever is the higher sum; or

12.2 after 14 days from the date of this Authority and on or before the Auction date, the Vendor will pay the total of the Marketing Expenses and 3 times the commission calculated in the manner set out in **GC 12.1**.

13. The Vendor authorises the Agent to sign a contract of sale which contains terms of sale agreed by the Vendor and a price at, or above, the Vendor's reserve price as advised to the Agent if, when the auctioneer sells the property at Auction - or the agent negotiates the sale of the property, following it being passed-in at auction, on terms and at a price agreed to by the Vendor - the Vendor is unavailable to sign the contract.

14. An agreement of the Vendor and purchaser to cancel a contract of sale or the ending of a contract of sale as a result of a default of the Vendor or Purchaser does not relieve the Vendor of the obligation to pay the Agent's professional fees.

15. The Vendor authorises the Agent to do any or all of the following -

15.1 instruct the vendor's Australian Legal practitioner or conveyancer to prepare a Sale of Land Act section 32 statement and a contract of sale, agree the content of either document and advise and agree other amendments or additions to either document as may be desired or required at any time;

15.2 fill-up a standard form contract or contract to record the sale of the property as permitted by the Estate Agents Act 1980 (the contract) or under any amending or superseding legislation;

15.3 negotiate and, with the Vendor's prior approval, agree and record - or have the vendor's Australian Legal Practitioner or conveyancer record - the final terms and conditions of, and then obtain the signatures of the Vendor and the purchaser to, the contract;

15.4 attend to an exchange of the contract between the Vendor and the purchaser;

15.5 receive the purchase price, or any part of it, payable for the property;

15.6 to receive: a cooling-off notice given by a purchaser under the Sale of Land Act 1962 or any amending or superseding legislation, advice or a notice about a loan sought by a purchaser, advice or a notice about a pest inspection report and/or a building condition report, even if the Agent's authority has formally expired on the sale of the property.

15.7 to make public the sale price paid for, and other details of, the Property without disclosing the name of the Vendor or the purchaser, in the interest of maintaining an informed property market. This authorisation is effective: notwithstanding a privacy condition in the contract of sale for the Property, to which the Agent is not a party, purporting to restrict the availability of information about the sale of the Property and even though the Agent's authority formally expired on the sale of the Property.

16. If:

(a) no auction date is recorded on the authority and no Auction has been conducted by the Agent within 60 days of the date the authority was signed by the vendor, or

(b) an Auction date is recorded on the authority but the Auction did not take place on that date and no auction has been conducted by the Agent within 60 days of the date the authority was signed by the vendor

the exclusive authority period ends 60 days after the date this authority was signed by the vendor

Residential Property

Vendor authorisations for price representations and for Consideration of enquiries and offers[©]



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IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL)

The ACL prohibits us, as your estate agent, making false or misleading representations about the price payable for your property. If you have a price that you want for your property, at the time you list it for sale with us or during your sale campaign, please tell what it is. If, during your sale campaign, you change your price, please tell us your new price.

I/We*

Charlesworth Family Trust

(*insert the vendor(s) name(s) as set out in the auction/sale authority)

Authorise*

Three Gems PTY LTD Trading As Ray White Phillip Island

(*insert name of estate agency as set out in auction/sale authority)

to advertise and market my/our property at*

2/14 Alvina Crescent, Surf Beach, VIC 3922

(*insert address as set out in auction/sale authority)

as follows:

Authorisation for Price Representations

1. Internet advertising

(select a OR b)

a) with a price –

(* indicate in appropriate box and complete as required)

* a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

*\$ 460,000

to

*\$ 500,000

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) without a price –

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

*\$

to

*\$

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

2. Print advertising

(select a OR b)

a) with a price –

(* indicate in appropriate box and complete as required)

* a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

*\$ 460,000

to

*\$ 500,000

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

b) without a price –

(* indicate in appropriate box and complete as required)

With no price shown and in the statement of information include, and when informing prospective buyers of the price sought for my/our property advise them of:

* a single figure price of:

*\$

(*the amount must not be less than the s. 47A estimate of the selling price or if I/We have advised a price, that price.)

OR

* at a price range of:

*\$

to

*\$

(*the amount must not be less than the lower amount of the s.47A estimate of the selling price or if I/We have advised a price, that price. The range must not be more than 10% of the amount of the lower limit of the range.)

I/we understand my/our instructions will be used by you to complete the indicative selling price of my/our property in the statement of information which must be included with the advertising of my/our property published on an Internet site during my/our sale campaign, and which must be displayed at any inspection of my/our property by the public.

I/we understand this authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it another authorisation form, at your request.

Authorisation for enquiries and offers

IMPORTANT ADVICE FOR YOU ABOUT THE AUSTRALIAN CONSUMER LAW (ACL) AND ENQUIRIES & OFFERS

If, in response to an enquiry about the price you will accept for, or the price in an offer for, your property, you advise us the enquiry price or the offer price is not acceptable, the ACL requires us to change the statement of information for, and our marketing of, your property to take into account the price that is not acceptable to you.

I/We authorise you to deal with enquiries or offers for my/our property, as indicated below. This authorisation is effective until I/we give you another authorisation. If I/we give you another authorisation I/we will promptly confirm it in another authorisation form, at your request.

(* indicate which applies in appropriate box and complete as required)

1. Enquiries or offers NOT in a contract of sale

a) all enquiries or offers in any form, other than a contract, no limitations

Please refer all enquiries or offers, whether or not in writing, for my/our property to me/us when you receive them, except for enquiries or offers in a contract of sale.

b) all enquiries or offers in any form, other than a contract, price requirement applies

Please refer enquiries or offers you receive for my/our property, whether or not in writing, at or above:

*\$

to me/us when you receive them, except for enquiries or offers in a contract of sale. (*complete).

c) only written enquiries or offers, other than a contract, no limitations

Please refer all written enquiries or offers you receive for my/our property, *not in a contract of sale*, to me/us when you receive them. A “written” enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale.

d) only written enquiries or offers, other than a contract, price requirement applies

Please refer written enquiries or offers you receive for my/our property, *not in a contract of sale*, at or above:

*\$

to me/us when you receive them. A “written” enquiry or offer is one in a letter, facsimile, email or SMS, but not one in a contract of sale (*complete).

2. Enquiries or offers IN A CONTRACT OF SALE – auction / private sale

a) signed contract of sale and deposit required – no price requirement

Please refer enquiries or offers in a contract of sale for my/our property to me/us when you receive them, if the contract of sale is signed by the intending purchaser(s), or their agent authorised in writing and accompanied by a deposit of :

*	10	%
---	----	---

of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) be a deposit bond or bank guarantee. If I/we are prepared to accept the deposit in the form of a deposit bond or bank guarantee, you are **not** to present the enquiry or offer to me/us until you are advised by my/our legal adviser / conveyancer the amount and form of deposit bond or bank guarantee is acceptable (*complete).

OR

b) signed contract of sale and deposit required – price requirement applies

Please refer enquiries or offers for my/our property to me/us when you receive them, if the contract of sale signed by the intending purchaser(s), or their agent authorised in writing, at or above :

*\$	and accompanied by a deposit of	*	%
-----	---------------------------------	---	---

of the purchase price. The deposit *may / *may not (*delete the one that does NOT apply) be a deposit bond or bank guarantee. If I/we are prepared to accept the deposit in the form of a deposit bond or bank guarantee, you are **not** to present the enquiry or offer to me/us until you are advised by my/our legal adviser / conveyancer the amount and form of deposit bond or bank guarantee is acceptable (*complete).

3. Auction – I/we will not consider enquiries or offers before auction

Please inform all enquirers that as my/our property is to be auctioned, I/we will not consider any offers or enquiries, whether or not in a contract of sale, made before my/our auction.

Dated / /20

Vendor

Stephen James Charlesworth

Signed by:

Stephen James Charlesworth

05-01-2026

5EA9A5C4A5B844E...

Signed by:

Kim Susan Charlesworth

1BEBDEFEEFC174F9...

05-01-2026

Initial
SJC

Vendor

Important advice for the estate agent

When this form is completed, dated and signed by your vendor(s) put it in your sale file with your auction / sale authority. If your vendor changes an authorisation, record their new authorisation on another of this form and when completed, dated and signed put it in your sale file with your auction / sale authority. Do this each time your vendor(s) changes an authorisation. Keep all your vendor(s) authorisations in your sale file, even if they are superseded by later ones.