

Development application form

Section 82 of the *Economic Development Act 2012*, version 9.0 effective from 17 July 2018

Before lodging your application

- Check whether the assessment of development applications for the priority development area (PDA) has been delegated by the Minister for Economic Development Queensland (MEDQ) to the relevant local government authority. Economic Development Queensland's (EDQ) website contains information about the delegated PDAs. If the PDA is delegated, please contact the relevant local government authority for details on where the application is to be lodged.
- Check you have read and completed all relevant sections of the form.
- Consider if a pre-application meeting with the EDQ Development Assessment Team before lodging your application would be appropriate.
- Please lodge one (1) electronic copy via one of the following methods:
 - **Email:** pdadevelopmentassessment@dsmip.qld.gov.au
 - **Post:** EDQ Development Assessment Team at GPO Box 2202 Brisbane QLD 4001
 - **In person:** EDQ Development Assessment Team at 1 William Street, Brisbane.
- For general queries or to request a payment of fees form, contact the EDQ Development Assessment Team at pdadevelopmentassessment@dsmip.qld.gov.au.

1. Applicant details

The applicant is the entity responsible for making the application and need not be the owner of the land. The applicant is responsible for ensuring the accuracy of the information provided because any approval issued will be issued to the applicant.

Note: Where the applicant is not a natural person, ensure the identified applicant is a valid legal entity.

Please provide the following details:

Name(s) (individual or company name in full, including ACN / ABN)	Pacific International Development Corporation Pty Ltd atf the PIDC Trust (ABN: 11 105 107 828)
For companies—name of contact person and position	C/- Mortons – Urban Solutions (Gavin Johnson – Planning Manager)
Postal address	PO Box 2484, Southport, Qld 4215
Telephone number	(07) 5571 1099
Mobile telephone number	0427 704 774
Email address	gavinj@urbansolutions.net.au

Please provide the following payer details to enable a tax invoice and receipt to be produced:

Name(s) (individual or company name in full, including ACN / ABN)	Pacific International Development Corporation Pty Ltd ATF The PIDC Trust (ABN: 11 105 107 828)
For companies—name of contact person and position	Darwin King (Managing Director)
Postal address	PO Box 1875 Broadbeach Qld 4218

Telephone number	(07) 5500 4887
Mobile telephone number	
Email address	Darwin.king@pacifiqqcommunities.com

2. Property description

Identify all lots, including any part of a lot on which the development is proposed.

Priority development area	Greater Flagstone PDA
Property street address (i.e. unit / street number, street name, suburb / town and post code)	Lot 3 Mount Elliot Road, Flinders Lakes, Qld 4285
Lot on plan description (e.g. Lot 3 on RP123456)	Lot 3 on S311896

Please attach the following:	
• Current title search for each lot	<input checked="" type="checkbox"/> Confirmed
• Easement document for each registered easement shown on each current title search	<input checked="" type="checkbox"/> Confirmed
• Environmental management and contaminated land register search for each lot	<input checked="" type="checkbox"/> Confirmed

3. PDA development application details

Type of PDA development approval sought and development type.

3.1 Type of PDA development approval sought (Please tick one box) (see sections 94 and 99 of the <i>Economic Development Act 2012</i>)
<input type="checkbox"/> Change to a PDA development approval – <i>Proceed to section 3.2</i>
<input checked="" type="checkbox"/> PDA development application – <i>Proceed to section 3.3</i>

3.2 Change to a PDA development approval details
Previous PDA approval reference:
Please provide a brief description of the proposed changes to the existing approval below:

3.3 PDA development application details			
Please provide details of the development proposed in the table below. If there are additional aspects, please attach a separate table.			
Aspect	Approval type i.e. <ul style="list-style-type: none">• PDA preliminary approval• PDA development permit	Development type i.e. <ul style="list-style-type: none">• Material change of use (state uses)• Operational work (state type of works)	Additional detail (Further description of development proposed e.g. proposed GFA, number of

		<ul style="list-style-type: none"> • Reconfiguring a lot (state nature of reconfiguration) • Building work (state type of works) 	units, number and type of lots, etc.)
1	PDA Development Permit	Reconfiguring a Lot (Subdivision)	Refer to attached report

Are <u>all</u> the proposed uses defined in the schedule of use definitions in the relevant PDA development scheme or interim land use plan?			
<input checked="" type="checkbox"/> Yes			
<input type="checkbox"/> No – Please specify the uses that are not defined:			
Please provide a description of the proposal below:			
Reconfiguring a Lot (Permissible) PDA Development Application (and associated Plan of Development) to create 426 Lots, associated park and road reserve.			
Accompanying plans (if relevant)			
<input type="checkbox"/> Context plan(s)	<input type="checkbox"/> Precinct plan(s)	<input type="checkbox"/> Sub-precinct plan(s)	<input checked="" type="checkbox"/> Plan of development
(See Practice note 9)			(See Practice note 10)

To support the application please attach plans, drawings or reports:	
If there are additional plans, reports or drawings, please provide separate list as an attachment.	
Description	Date
Flinders (Precinct 1) Neighbourhood 3a and 3b Reconfiguring a Lot (Subdivision) Application, prepared by Mortons – Urban Solutions (and including all relevant technical reports and plans)	November 2019

4. Owner's consent

Is owner's consent required for this application? (see sections 82 and 99 of the <i>Economic Development Act 2012</i>) If owner's consent is required for the application, complete the owner's consent table below, or provide a separate consent letter.	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
	<input checked="" type="checkbox"/> Consent letter(s) attached
Notes: <i>It is not the responsibility of the assessment manager to check the accuracy and authenticity of ownership or consent details. The responsibility for ensuring that the information contained in a development application, including the owner's consent is true and accurate, lies with the applicant. However, the assessment manager may choose to examine the information supplied in greater detail where considered necessary.</i> <i>Where there are multiple owners of the land, the consent of each owner must be provided.</i> <i>For a company, owner's consent must be made in accordance with section 127 of the Corporations Act 2001 (Commonwealth), which requires the company ACN to be accompanied by one of the below:</i> i) the names, titles and signatures of two company directors ii) the name, title and signature of a company director and the company secretary, or	

- iii) where the company has only one director, the name, title and signature of that director in conjunction with a company search document which provides evidence that the company has only one director (i.e. sole director).

For a body corporate, owner's consent must be provided in accordance with the relevant requirements for a body corporate to make a decision under the *Body Corporate and Community Management Act 1997*. Evidence of the body corporate's decision to provide land owner's consent for the lodgement of the development application is to be provided to the EDQ Development Assessment Team with the development application, and is to include:

- i) the body corporate's seal, and two signatures of body corporate committee members, one of which must be the chairperson, and
- ii) one of the following:
 - a. full body corporate: a copy of body corporate meeting minutes which include a decision to provide land owner's consent for the development application (i.e. minutes of a meeting where a motion is passed by ordinary resolution to provide the consent), or
 - b. body corporate committee: a copy of a motion passed by resolution by the body corporate committee, at either a meeting or via flying minute, to provide land owner's consent for the development application.

Alternatively, the body corporate's consent can be provided through a signed letter of consent from each lot owner covered by the body corporate.

Please refer to the **EDQ Practice note 21: Owner's consent** for further guidance on the provision of valid owner's consent.

By signing here each owner is consenting to the lodgement of the application under the *Economic Development Act 2012*, and to receiving documents that are required or permitted to be provided under the *Economic Development Act 2012* or any other statute, in an electronic format.

Real property description	Owner's name	Signature	Position	Date

5. Approval history

Is there any development approval, granted under the <i>Integrated Planning Act 1997</i> , the <i>Urban Land Development Authority Act 2007</i> , the <i>Sustainable Planning Act 2009</i> , or the <i>Economic Development Act 2012</i> still in effect for the land?	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No

6. Privacy statement

Information collected is subject to the *Right to Information Act 2009* and the *Information Privacy Act 2009*. The information provided may be publicly released and or provided to third parties and other government agencies—but only for the purposes for which the information is being collected. The proponent's personal information will be stored on departmental files and may be disclosed for purposes relating to the processing and assessment of the application or as authorised or required by law.

7. Applicant's declaration and acknowledgement

The applicant warrants that the information provided to the EDQ in relation to this application is true and correct, and acknowledges that if any information provided is knowingly false, the applicant may be exposed to criminal penalties under section 165 of the *Economic Development Act 2012*.

By making this application, I declare that all information in this application is true and correct to the best of my knowledge.

By signing here, the applicant is consenting to the lodgement of the application under the *Economic Development Act 2012*, and to receiving documents that are required or permitted to be provided under the *Economic Development Act 2012*, or any other statute, in an electronic format.



Signature of applicant / authorised person

Gavin Johnson

Print name and position

12.11.2019

Date

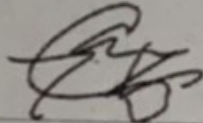
Proposed Reconfiguration of a Lot (Permissible) Development Application for 426
Lots, associated park, road reserve and supported by a Plan of Development for
Flinders (Precinct 1) Neighbourhoods 3a and 3b.

Flinders Land Holdings Pty Ltd (ACN: 602 362 443) as the registered owner of the
properties described as:

Lot 3 Mount Elliott Road, Flinders Lakes, Qld, 4285
(Lot 3 on S311896)

hereby consent to the making of an application for a development permit as described above
under the Economic Development Act (2012).

Signed:



Name:

Darwin King

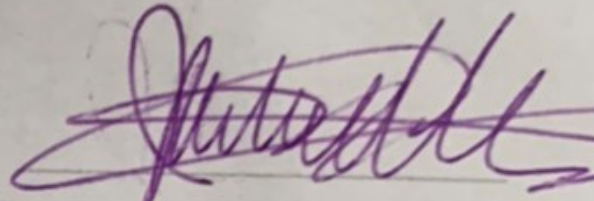
Position:
(company only)

Director

Date:

07/11/19

Signed:



Name:

Michelle King

Position:
(company only)

Director/Secretary

Date:

07/11/19

Note:

Insert Company Position in full. Where there are multiple directors at least a director and a company secretary must sign, or for a proprietary company that has a sole director who is also the sole company secretary, only that director needs to complete the owner's consent.

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 29586835

Search Date: 19/09/2018 15:00

Title Reference: 50908958

Date Created: 22/03/2013

Previous Title: 40066069

REGISTERED OWNER

Interest

Dealing No: 716616099 08/07/2015

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443	
TRUSTEE	1/7
UNDER INSTRUMENT 710458866	
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443	
TRUSTEE	1/7
UNDER INSTRUMENT 710458866	
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443	
TRUSTEE	1/7
UNDER INSTRUMENT 710458866	
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UNDER INSTRUMENT 710458866	
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443	
TRUSTEE	1/7
UNDER INSTRUMENT 710458866	
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443	
TRUSTEE	1/7
UNDER INSTRUMENT 710458866	

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 3 CROWN PLAN S311896
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10578106 (POR 43)
2. EASEMENT No 601549475 (A305174) 22/08/1936
BENEFITING THE LAND
OVER EASEMENT A ON RP53190
3. EASEMENT No 717458990 19/08/2016 at 16:16
benefiting the land over
EASEMENTS B AND C ON SP281238

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 29586835

Search Date: 19/09/2018 15:00

Title Reference: 50908958

Date Created: 22/03/2013

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
715337736	STRTGIC LAND	27/09/2013 14:49	CURRENT
STRATEGIC CROPPING LAND ACT 2011			

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ URBIS PRO



Department of Environment and Science (DES)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

UrbisPro Pty Ltd
Level 6 / 410 Ann Street
Brisbane QLD 4000

Transaction ID: 50485454 AMA/AN Id: 33263 19 September 2018
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 3 Plan: S311896
MOUNT ELLIOTT
FLINDERS LAKES

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

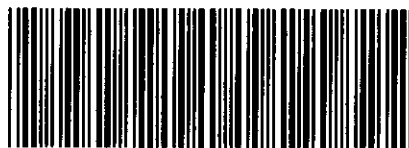
Administering Authority

12

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994 and Water Act 2000

FORM 7 Version 5
Page 1 of 12

EASE/SUBLEASE



707969057

\$105.60

12/08/2004 14:08

Duty Imprint

Queensland Duty Paid \$	2310
Original Instrument	01253286-5
Lodgement No.	
Signed:	[Signature] 3804

GC 500

1. LESSOR

PACIFIC EXCHANGE HOLDINGS PTY LTD ACN 074 549 965 as
trustee for PACIFIC EXCHANGE TRUSTS NOS 12-47

Lodger (Name, address & phone number) **Lodger Code**
M King
PO Box 6564 GCMC QLD 9726
Ph 07 5574 0313

2. Lot on Plan Description	County	Parish	Title Reference
Lot 79 S 312955	Ward	Dugandan	18057210
Lot 80 SL 1163	Ward	Dugandan	17513052
Lot 2 RP 896513	Ward	Dugandan	50224199
Lot 74 RP S 312820	Ward	Dugandan	18057211
Lot 42 SL 5873	Ward	Dugandan	14355238
Lot 32 S 311402	Ward	Dugandan	13385213
Lot 19 S 311970	Ward	Dugandan	16218104
Lot 390 SP 133193	Ward	Dugandan	50344752
Lot 2 SP 46302	Ward	Dugandan	17513051
Lot 1 RP 46806	Ward	Dugandan	50118151
Lot 20 SP 133191	Ward	Dugandan	50344749
Lot 10 SP 133192	Ward	Dugandan	50344748
Lot 2 SP 31878	Ward	Dugandan	11848150
Lot 30 SP 133190	Ward	Dugandan	50344750
Lot 200 SP 133189	Ward	Dugandan	50344751
Lot 3 RP 46302	Ward	Dugandan	17411122
Lot 1 RP 35158	Ward	Dugandan	11528166
Lot 2 RP 46303	Ward	Dugandan	18057208
Lot 3 S 311896	Ward	Dugandan	18057209

3. Lessee Given names Surname/Company name and number (include tenancy if more than one)
PACIFIC AGRICOM PTY LTD ACN 084
471 116

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
THE WHOLE OF THE LAND

6. Term of lease	Years	7. Rental/Consideration
Commencement date:	1/08/2004	\$200,000
*Expiry date:	31/07/2007	
**Options on page 11 may be renewed for further option periods of 3 years + 3 years + 3 years + 3 years		
*not required for leases in a retirement village **insert nil if no option		

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208, 18057209]

8. Grant/Execution

The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in the Schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

.....signature

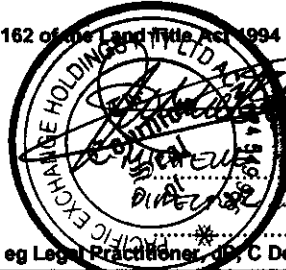
LYNETTE CLAYE ROGERS full name

C. Decqualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

1/8/2004



Lessor's Signature

Dir

Sec

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

.....signature

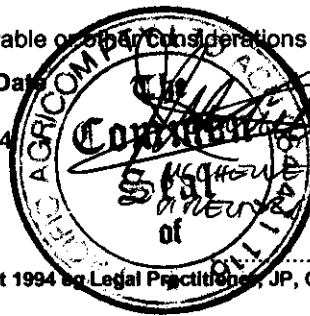
LYNETTE CLAYE ROGERS full name

C. Decqualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

1/8/2004



Lessee's Signature

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This is the Schedule referred to in the Lease dated the day of 2004

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Authorities** – references to authorities, institutes, associations and bodies whether statutory or otherwise shall in the event of any such authority, institute, association or body ceasing to exist or being reconstituted, renamed or replaced or the powers or functions thereof being transferred to any other authority, institute, association or body be deemed to refer respectively to the authority, institute, association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.
- 1.2 **Business Day** – any day that a bank is open for business in Brisbane.
- 1.3 **Headings** – headings and sub-headings have been included for ease of reference and none of the terms, covenants, conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings or sub-headings.
- 1.4 **Implied Covenants** – the covenants implied by virtue of the *Land Title Act 1994* as amended are not negated but shall be deemed to have been modified to the extent of any inconsistency with the provisions hereof but otherwise the obligations and powers implied in every lease of land by virtue of Sections 105 and 107 of the *Property Law Act 1974* (as amended) are hereby expressly negated.
- 1.5 **Interpretation** – this document shall be construed as provided in this section and the words and phrases set out below shall unless the context otherwise requires have the meanings respectively set opposite.
- 1.6 **Item Number** – a reference to an Item number of the Lease is a reference to the Item number in the Form 7 of the Lease.
- 1.7 **Land** - the whole of the land described in Item 2 of this lease.
- 1.8 **Lessor** – the Lessor described in Item 1 of this lease and in the case of a corporation its successors in title and assigns and in the case of a natural person or persons their and each of their respective heirs, executors, administrators and assigns.
- 1.9 **Lessee** – the Lessee described in Item 3 of this Lease and in the case of a corporation its successors in title and permitted assigns and in the case of a natural person or persons their and each of their respective heirs, executors, administrators, and permitted assigns.
- 1.10 **Lessees Severally Bound** – the covenants and obligations on the part of the Lessees herein contained shall bind each of them severally in the proportion in which each Lessee holds an interest in the Lease.
- 1.11 **Month** – Calendar month and the term ‘monthly’ means at intervals of one calendar month.
- 1.12 **Obligations Construed as Covenants** – the respective covenants and obligations of the parties as set out in this Lease whether positive or negative shall be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other.
- 1.13 **Person** – includes a corporation.
- 1.14 **Plurals and Genders** – the singular shall include the plural and vice versa and words importing the masculine or neuter gender shall include every gender.

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- 1.15 **References to a Party** – includes that party's executors, administrators, personal custodians, successors and assigns.
- 1.16 **References to Other Documents** – a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.
- 1.17 **Severability** – if any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms, covenants and conditions shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 1.18 **Statutes and Regulations** – references to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Lease.
- 1.19 **Term** – the term of this Lease as specified in Item 6 of the Form 7.

2. TERM

The Lessor grants the Lease to the Lessee for the Term.

3. RENT

- 3.1 The Term shall be divided into rental years with the first rental year to commence on the commencement date and the second and subsequent rental years to commence sequentially upon subsequent anniversaries of the commencement date.
- 3.2 The Lessee will pay to the Lessor by way of yearly rental in each rental year the sum of \$1,000,000.00 increased in accordance with clause 4.
- 3.3 In the event of the Term commencing on a day other than 1 July in any year or determining on a day other than 30 June in any year the Lessee shall pay to the Lessor in respect of the broken periods prior to the first complete financial year of the Term and subsequent to the last complete financial year of the Term on the first day of each such broken period a proportionate part of the yearly rental calculated on a daily basis of the yearly rental.

4. MANNER OF RENTAL PAYMENT

- 4.1 The yearly rental for each rental year will be payable annually in arrears within 30 days from the end of each rental year.
- 4.2 Rental shall be paid in the manner and at the places as the Lessor may from time to time in writing direct.
- 4.3 Consumer Price Index Adjustment – this clause is deleted.

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4.4 Market Adjustment

Notwithstanding clause 4.3(a) the yearly rental for the first rental year of any option period shall be fixed by mutual agreement between the parties hereto but failing agreement at least one month prior to the commencement of such year then the yearly rental to be paid for such year shall be the current market rent as at the commencement of that year to be determined by an independent valuer registered under the *Valuers Registration Act 1965* appointed for the purpose by the President (or his nominee) for the time being of the Queensland Law Society Incorporated. The valuer in making his determination shall be deemed to be acting as an expert and not as an arbitrator and no statute relating to arbitration shall apply. The determination by the valuer shall be communicated in writing by the valuer to the Lessor and the Lessee and his decision shall be final and binding on both parties. All costs, including the valuer's fees of obtaining the determination by the valuer shall be borne equally by the Lessor and Lessee **PROVIDED ALWAYS** that the yearly rental determined as aforesaid shall in no case be less than ONE HUNDRED PER CENT (100%) of the yearly rental payable for the preceding rental year.

5. CHARGES

5.1 In addition to the Rent the Lessee shall, within 14 days of demand being made by the Lessor, pay all charges and assessments levied upon the Land including, but not limited to the following outgoings:

- (a) all rates and charges including fire levy payable to any local or government authority;
- (b) all taxes, rates, charges, levies or assessments charged against the Lessor in respect of the Land or any improvements on the Land, whether governmental, municipal, semi-governmental or otherwise;
- (c) all insurance premiums payable by the Lessor pursuant to policies effected in accordance with this Lease and any excess payable on any claims made by the Lessor;
- (d) all charges for water in respect of water consumed on the Land;
- (e) all garbage or trade waste disposal fees payable by the Lessor;
- (h) all gardening and landscaping expenses incurred in respect of the Land;

PROVIDED ALWAYS the Lessor shall make available to the Lessee a copy of any account or invoice to which the Lessee is liable to contribute pursuant to this clause if requested to do so in writing by the Lessee.

5.2 In addition to the outgoings the Lessee shall pay to the Lessor within 14 days of demand being made by the Lessor any Federal, State or Local Government taxes, levies or imposts applicable to the Land or applicable or related to the Lease or the payments thereunder whether existing as at the date hereof or coming into being during the Term **PROVIDED HOWEVER** that the Lessor shall not make demand until the Lessor has received the relevant assessments or accounts and provided further that the Lessor shall make available to the Lessee copies of the said assessments or accounts. **PROVIDED ALWAYS** that the Lessee shall not be required to pay any income tax payable by the Lessor in respect of any payments made hereunder.

5.3 The Lessee shall pay promptly all charges for electricity, gas and water which may from time to time during the Term be imposed or charged in respect of the Land and any improvements on the Land.

6. USE OF LAND

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- 6.1 The Lessee must only use the Land for primary production, including horticultural and crop production, livestock production and cropping ('Permitted Use'). The Lessee may only use the Land in any other manner with the prior and express written consent of the Lessor, which consent may be given or refused in the absolute discretion of the Lessor.
- 6.2 The Lessor hereby grants approval to the Lessee to erect one or more buildings and/or affix other improvements on the Land for use as part of the Permitted Use, or for providing services in relation thereto.

7. LESSEE'S DUTIES

7.1 The Lessee:

- (a) must not use or allow the Land to be used for any purpose other than for the Permitted Use;
- (b) will at all times during the Term keep the Land free from rubbish and in a condition suitable for the conduct of primary production;
- (c) will not at any time during the Term do, permit or suffer to be done any act, matter or thing in respect of the Land whereby any insurances in respect of the Land may be vitiated or rendered void or voidable;
- (d) will use the Land in accordance with good and proper horticultural practices;
- (e) will not store nor permit to be stored or used on the Land any herbicide, weedicide, fungicide or other chemicals without first obtaining the consent in writing of the Lessor;
- (f) will use its best endeavours and do all things necessary to minimise soil erosion and maintain soil quality in the Land;
- (g) will not store nor permit to be stored or used on the land any inflammable or dangerous substances, except such substances as may be necessary for the ordinary conduct of the Permitted Use;
- (h) will take all reasonable steps to prevent the outbreak or spread of fire upon, from or to the Land and will comply with all reasonable directions of the Lessor and all statutory requirements in relation to the prevention and control of fire;
- (i) will not do or permit to be done in respect of the Land anything which in the opinion of the Lessor may be or become a nuisance, disturbance or cause damage or destruction whether to the Lessor, the Land or any improvements thereon, nor use the Land for any noisy, noxious or illegal manner or purpose;
- (j) shall use all reasonable measures to keep the Land free from vermin and noxious weeds and shall comply with the provisions of all applicable statutory requirements in relation to the control of vermin and vegetation;
- (k) will at all times have the effective and sustained control of the Land and all improvements thereon for the purposes of the *Workplace Health and Safety Act*;
- (l) will, at its own cost, during the Term at its expense maintain the Land and all improvements thereon in good and substantial repair and working condition;
- (m) will give to the Lessor prompt notice in writing of any accident, or defect or want of repair in any services or fixtures, fittings, plant and equipment relating to the Land; and

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208, 18057209]

- (n) must comply with all statutes, ordinances, proclamations, orders or regulation given by any government, semi-government or other authority affecting or relating to the Land or the use of the Land in accordance with the Permitted Use.

8. INSPECTION OF LAND

The Lessor may, at all reasonable times, enter upon the Land and view its state of repair.

9. LESSEE'S ENTITLEMENTS

- 10.1 **Quiet Enjoyment** – The Lessee may, during the Term, possess the Land without interruption or disturbance from the Lessor (or any person claiming through it), except to the extent that the interruption or disturbance is expressly permitted by this Lease.
- 10.2 **Condition of Lessor's Liability** - Notwithstanding anything herein contained or implied to the contrary the Lessor shall not in the case of a remediable breach be or be deemed to be in default in the observance and performance of the Lessor's obligations hereunder unless the Lessee shall have given notice in writing to the Lessor of such default and the Lessor has failed within a reasonable time thereafter to take proper steps to rectify such default. Without limiting or derogating from the foregoing the Lessor shall not be liable to the Lessee should access to the Land be restricted or denied to the Lessee, its servants, agents, licensees or invitees through any cause outside the control of the Lessor.
- 10.3 **Sale Of Land** – If the Lessor sells the Land during the Term the Lessor will obtain a covenant from the purchaser of the Land that the purchaser will grant to the Lessee the option to renew contained herein and the Lessor undertakes that the Lessor will not sell the Land to any person who will not enter into such covenant. Upon execution of such covenant by the purchaser of the Land the Lessor's obligations under this clause shall be deemed to have been fulfilled and the Lessee hereby releases the Lessor from any further liability under the terms of this Lease including any option to renew or any extension of this Lease.

10. DEALING WITH LEASE

- 11.1 **Assignment by Lessee** – The Lessee must not assign its interests under this Lease or transfer, sublet or part with possession of the Land or any part of the Land without the prior written consent of the Lessor, which consent is not to be unreasonably withheld.
- 11.2 **Lessee Must Not Mortgage its Interests** – The Lessee must not mortgage, charge or otherwise encumber its estate or interest in this Lease without the prior written consent of the Lessor. The consent may be granted conditionally or refused if the security documents entitle the Mortgagee to enter into possession of the Land. In any other case, the consent must not be unreasonably withheld by the Lessor.

11. DEFAULT OF LESSEE

- 12.1 **Lessor may Rectify** – If the Lessee fails to pay any moneys or charges as required hereunder to any person other than the Lessor or if the Lessee fails to perform any affirmative covenant on the part of the Lessee hereunder the Lessor may at its option as the agent of the Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be paid by the Lessee to the Lessor on demand by the Lessor.

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Title Reference [18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208, 18057209]

- 12.2 Interest on Overdue Payments** – If the Lessee fails to pay to the Lessor any moneys which are payable by the Lessee to the Lessor under this Lease on the due date for the payment thereof the Lessee shall pay to the Lessor interest thereon or on so much thereof as shall remain unpaid from the due dates for the payment thereof until the same shall be actually paid and also upon any judgement which the Lessor may obtain against the Lessee from the date of any such judgment until the same shall be satisfied at the rate of 1.5% for each month or part of a month during which any such payment shall be overdue or any such judgement unsatisfied.
- 12.3 Default by Lessee** – The following events are events of default under this Lease:
- (a) the rent or any other money payable hereunder remains unpaid for a period of 28 days after falling due;
 - (b) the Lessee commits, permits or suffers to occur any material breach or default in the due and punctual performance of any of its obligations under this Lease;
 - (c) an order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent must not be unreasonably withheld);
 - (d) the Lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the *Corporations Law*; or
 - (e) execution is levied against the Lessee and not discharged within 30 days.
- 12.4 Re-entry by Lessor** – The Lessor will have the right to re-enter the Land if an act or default occurs and has not been rectified by the Lessee to the Lessor's reasonable satisfaction within such reasonable time as is stipulated in a written notice from the Lessor requesting such rectification.
- 12.5 Re-entry Does Not Prejudice Lessor's Rights** – Should the Lessor exercise its right to re-enter, it will do so without prejudice to any action or other remedy which the Lessor has for arrears of rent or breach of covenant or for damages as a result of any breach of the terms of this Lease by the Lessee.
- 12.6 Lessor Discharged from Obligations** – Where the Lessor exercises its rights under the above clause and upon re-entry by the Lessor, the Lessor will be freed and discharged from any action, suit, claim or demand by, or obligation, to the Lessee under or by virtue of this Lease.
- 13 GOOD REPAIR**
- 13.1** Subject to clause 13.2, the Lessee will during the Term keep, and at the expiration or sooner determination of the Lease yield up, the improvements on the Land in good and tenable repair and condition, reasonable wear and tear and damage by accident, fire, flood, storm or tempest or otherwise by the Act of God excepted.
- 13.2** The Lessee will not be obliged to carry out any structural repairs to any improvements other than those necessary as a consequence of the default of the Lessee, its servants or agents.
- 14 ALTERATIONS**
- The Lessee may not make any alterations (including land clearance and crop planting), improvements (including structures) or additions to the Land without first obtaining the consent in writing of the Lessor (which consent will not be unreasonably withheld).

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15 TERMINATION

- 15.1 **Attorney** – In consideration of this Lease the Lessee appoints in place of the Lessee the Lessor and its substitute or substitutes jointly and severally the true and lawful attorney and attorneys of the Lessee and as the act and deed of the Lessee to make, sign, seal and execute and deliver all and every such instrument or instruments, deed or deeds or other documents as the Lessor or the attorneys may in their absolute discretion see fit for further assuring to the Lessor the rights conferred by this Lease **AND ALSO** in the name and on behalf of the Lessee to execute and procure the registration of a transfer or a surrender of this Lease without any payment or compensation whatsoever to the Lessee and from time to time to appoint and substitute and such appointment at pleasure to revoke and another or others to appoint **AND** generally to do, execute and perform all acts, matters and things whatsoever relating to the Land as fully and effectually to all intents and purposes as the Lessee could do, the Lessee covenanting to ratify and confirm all the attorneys shall lawfully do or cause to be done and also agreeing not to revoke the powers hereby conferred or any of them at any time during the Term **PROVIDED ALWAYS** and it is hereby agreed and declared that the powers conferred by this clause shall not be exercised by the Lessor unless default entitling the Lessor to re-enter shall have been made by the Lessee in the observance, performance or fulfilment of some one or more of the covenants, provisions conditions and agreements herein contained or implied or unless this Lease shall be determinable or determined under the provisions hereof and sufficient proof of such default or determination shall for the purposes be a statutory declaration by any authorised person acting on behalf of the Lessor.
- 15.2 **Yield up Possession** – The Lessee will at the termination of this Lease peaceably quit and deliver up full possession of the Land to the Lessor or to such person as it shall in writing appoint to receive the same in the repair and condition required by the terms of this Lease.
- 15.3 **Tenant's Fixtures** – On expiration or earlier termination of this Lease, the Lessor will have the option to acquire all or any of the Lessee's improvements and fixtures (including but not limited to crop) affixed to the Land (whether of a permanent or temporary nature) for \$1.00. If the Lessor fails to notify the Lessee of exercise by the Lessor of the option granted pursuant to this clause within 30 days from the date of termination or expiration of the Lease, then provided the Lessee shall have duly paid the rent payable under this Lease and observed, performed and fulfilled all the covenants, terms and conditions on its part to be observed, performed and fulfilled the Lessee may thereafter enter upon the Land for the purpose of removing therefrom all tenant's fixtures which have been erected or installed by the Lessee during or prior to the Term provided that the Lessee shall make good any damage caused to the Land by such removal.
- 15.4 **Abandoned Fixtures Belong to Lessor** – Any plant, equipment, buildings, improvements, fixtures, or fittings not removed by the Lessee pursuant to the terms of this Lease shall be deemed abandoned by the Lessee and shall be and become the property of the Lessor.

16 INSURANCE

- 16.1 **Lessee To Insure** - The Lessee shall insure and keep insured:
- (a) against all claims demands and actions in respect of injury, loss and damage to any person or property howsoever sustained arising out of the use of the Land at any time during the Term in the joint names of the Lessor and the Lessee for an amount of not less than TEN MILLION DOLLARS (\$10,000.000) in the form of a standard public risk policy extended to cover the risks of an insurable nature in respect of which the Lessee is obliged to indemnify the Lessor as herein provided; and

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- (b) all improvements constructed on the Land, whether or not constructed by the Lessee, crop, stock, equipment, plant, fixtures and fittings and other property of the Lessee to their full insurable value against loss or damage by fire, fusion, explosion, lightning, civil commotion, earthquake, storm and tempest, impact by vehicles or aircraft, articles dropped from aircraft and malicious damage.

16.2 Approved Insurers - All policies of insurance required to be effected by the Lessee shall be taken out with a reputable and financially sound insurance company approved of by the Lessor which approval shall not be unreasonably withheld.

16.3 Production of Policies and Receipts - The Lessee shall in respect of any policy of insurance to be effected by the Lessee (if required by the Lessor) forthwith produce to the Lessor the policy of insurance and the receipt for the last premium paid therefore and the same may be retained by the Lessor.

17 RISK

17.1 Suitability of Land - The Lessor does not expressly or impliedly warrant that the Land is at the Commencement Date or will remain fit, suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability, fitness and adequacy of the Land implied by law or previously made are hereby expressly negated. The Lessee shall at the Lessee's own expense at all times duly and punctually comply with and observe the provisions of all Statutes having application to the Land or the Permitted Use and in particular "*The Workplace Health & Safety Act*", "*The Local Government Acts*" and all ordinances, regulations and by-laws thereunder and all requirements and orders of any authority.

17.2 Assumption of Risk by Lessee - The Lessee agrees to occupy and use the Land at the risk of the Lessee and the Lessor shall not in any circumstance and notwithstanding anything herein contained to the contrary be liable to the Lessee for any damage to the improvements, crop, stock, plant, equipment, fixtures, fittings, merchandise, stock-in-trade or any other property of any description of or in the possession of the Lessee and contained in or about the Land occasioned by water, heat, fire, electricity, vermin, explosion, theft, burglary, malicious acts, tempest, riot, civil commotion, bursting pipes or by the entry of water from any source whatsoever or by the operation of any fire equipment or any other case, nor for any loss of profits resulting therefrom.

17.3 Interruption of Services - Notwithstanding any implications or rule or law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss and damage suffered by the Lessee resulting from any malfunction, failure to function or interruption of or to the water, gas, electricity or other services to the Land or resulting from blockage of any sewers, wastes drains or storm water drains from any cause whatsoever.

17.4 Indemnity of Lessee - The Lessee shall indemnify and hold indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor (whether during or after the Term) may become liable in respect of any loss or damage to property or death or injury whatsoever nature and howsoever or wherever sustained which is caused by or contributed to or incidental to the use or occupation of the Land by the Lessee, its servants, agents, invitees, licensees or customers or the escape of water, fire, gas, electricity or other agent (unless solely caused by the negligent or wilful act or omission of the Lessor) or which is occasioned or contributed to by the failure of the Lessee or any servant, agent, subtenant or other person claiming through or under the Lessee to observe or perform any of the covenants, conditions or restrictions on the part of the

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Lessee hereunder whether positive or negative expressed or implied or by the negligent act or omission of any such person.

18 NO REPRESENTATIONS

The Lessor and Lessee agree that no promise, representation, warranty or undertaking has been given by the Lessor or any agent or other person in its behalf in respect of the suitability of the Land for any business to be carried on and that the Lessee has in entering into this Lease relied on a satisfactory personal inspection of the Land.

19. OPTIONS FOR RENEWAL

19.1 If the Lessee shall desire to renew this Lease for a further term of three years from the expiration of the initial Term referred to in Item 6 of this Lease the Lessee shall give to the Lessor three calendar months previous notice in writing but in any event not more than 12 calendar months notice in writing of such desire and provided the Lessee is not then in default under the provisions of this Lease (either expressed or implied) the Lessor will grant to the Lessee a renewal of this Lease for the further term upon the same terms and conditions as are contained in this Lease with the exception of this clause 19.1 which shall be deleted.

19.2 If the Lessee shall desire, the Lease may be renewed for a total of 4 option periods of 3 years for each option period (3+3+3+3) from the expiration of the previous option period. A further option period of three years from the expiration of the first option (if so exercised) and following that, another second option period of three years, another third option of three years and another fourth option of three years (if so exercised).

19.3 If the Lessee shall desire to renew any of the further option periods, Lessee shall give to the Lessor three calendar months previous notice in writing but in any event not more than 12 calendar months notice in writing of such desire and provided the Lessee is not then in default under the provisions of this Lease (either expressed or implied) the Lessor will grant to the Lessee a renewal of this Lease for the further term upon the same terms and conditions as are contained in this Lease, except for the grant of any further options apart from the total 4 options as contained in clause 19.

20. GOODS AND SERVICES TAX

20.1 In this clause, GST refers to Goods and Services Tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

20.2 It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease are exclusive of GST.

20.3 In respect to any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease, including the rent, rates or outgoings or any consideration for any other tax or supply, the Lessee covenants to pay to the Lessor at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

20.3.1 The Lessee's liability under this clause is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.

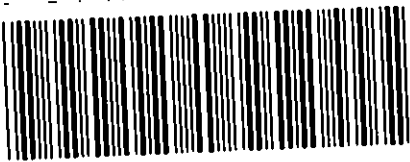
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- 20.4 Notwithstanding this clause, if the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under this clause, the amount payable by the Lessee shall be reduced by the amount of the input tax credit which the Lessor has received or claims and is entitled to receive.
- 20.5 In respect of each payment by the Lessee under this Lease, the Lessor agrees to deliver to the Lessee as required under the GST Act, tax invoices in the form which complies with the GST Act, and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

21 GENERAL PROVISIONS

- 21.1 **Payment of Moneys** – All rent and other moneys payable by the Lessee to the Lessor hereunder shall be paid without any deduction whatever to such person on behalf of the Lessor or to the credit of the Lessor at such bank as is nominated by the Lessor and in such manner as the Lessor may from time to time in writing direct and until otherwise directly to the Lessor's managing agent.
- 21.2 **Moratorium Negatived** – The application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of the rent hereby reserved or any part thereof or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Lessee to be performed or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negatived.
- 21.3 **No Relationship, Partnership, etc** – No provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee upon the terms and conditions as provided in this Lease.
- 21.4 **Lessee's Risk** – The Lessee is to assume all risk of loss, damage or injury by fire or otherwise to person or the Lessee's property by reason of the condition of the Land or any plant, equipment, fixtures or fittings on the Land.
- 21.5 **Legal Costs** – Each party will bear their own legal costs in respect of this Lease provided that the Lessee will pay all registration fees and stamp duty payable and including the cost of obtaining any necessary consents.
- 21.6 **Legal Costs** – The Lessee must pay to the Lessor all reasonable legal fees and disbursements incurred by the Lessor in connection with this Lease or any litigation commenced by or against the Lessor arising directly or indirectly out of the Lessee's occupancy of the Land. The Lessee must also pay all costs, expenses and reasonable legal fees that may be payable by the Lessor with the giving of any notice or consent or in enforcing or attempting to enforce the covenants and agreements in this Lease.
- 21.7 **Notice to Lessee** – Any invoice notice or demand in writing required to be given by the Lessor to the Lessee pursuant to the terms hereof may be left for the Lessee at the Land or alternatively may be forwarded to the Lessee by prepaid security post addressed to the Lessee at the Lessee's last known address or registered office (if any) in Queensland and such notice or demand if sent by post shall (whether received or not and if received whenever so received) be deemed to have been given on the week-day other than a public holiday next following the day on which the same was posted.
- 21.8 **Notice to Lessor** – Any notice or application in writing requiring to be given by the Lessee to the Lessor pursuant to the terms hereof may be left for the lessor at the office of the Lessor or alternatively may be forwarded to the Lessor by prepaid security post addressed to the Lessor at the Lessor's registered office and such notice or application if sent by post shall be deemed to have been given on the week-day other than a public holiday next following the day on which the same was posted.



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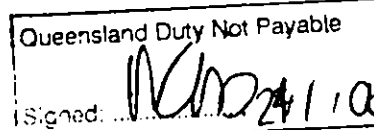
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and the water register.

Registered in the land registry



1. Type/Dealing No of Instrument/Document being amended

Type of Instrument/Document Lease

Dealing Number 707969057

Lodger (Name, address & phone number)
PETER ATKINSON & COMPANY
Small Myers Hughes Lawyers
PO Box 1870
Southport Qld 4217
20064478.EJLodger
Code
006
GG876

2. Lot on Plan Description

SEE ENLARGED PANEL

County

Parish

Title Reference

3. Grantor/Mortgagor/Lessor

Pacific Exchange Holdings Pty Ltd ACN 074 549 965 as trustee under instrument No. 702990018

4. Grantee/Mortgagee/Lessee

Pacific Agricom Pty Ltd ACN 084 471 116

5. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with the attached schedule.

Witnessing officer must be aware of his/her obligations under section 161 of the Land Title Act 1994

Witnessing Officer

Execution Date

Grantor's/Mortgagor's/Lessor's Signature

signature 4 / 11 / 05

full name

qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, Q Dec)

Michelle King, Sole Director/ Secretary –
Executed by Pacific Exchange Holdings Pty Ltd
ACN 074 549 965 as trustee under instrument
No. 702990018 pursuant to s 127 of the
Corporations Act 2001

Witnessing Officer

Execution Date

Grantee's/Mortgagee's/Lessee's Signature

signature 4 / 11 / 05

full name

qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, Q Dec)

Michelle King, Sole Director/ Secretary –
Executed by Pacific Agricom Pty Ltd ACN 084
471 116 pursuant to s 127 of the Corporations
Act 2001

Title References 18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208 & 18057209

2. Lot on Plan Description	County	Parish	Title Reference
Lot 79 on CP S312955	Stanley	Undullah	18057210
Lot 80 on CP SL1163	Stanley	Undullah	17513052
Lot 2 on RP 896513	Stanley	Undullah	50224199
Lot 74 on CP S312820	Stanley	Undullah	18057211
Lot 42 on CP SL5873	Stanley	Undullah	14355238
Lot 32 on CP S311402	Stanley	Undullah	13385213
Lot 19 on CP S311970	Stanley	Undullah	16218104
Lot 390 on SP 133193	Stanley	Undullah	50344752
Lot 2 on RP 46302	Stanley	Undullah	17513051
Lot 1 on RP 46806	Stanley	Undullah	50118151
Lot 20 on SP 133191	Ward	Dugandan	50344749
Lot 10 on SP 133192	Ward	Dugandan	50344748
Lot 2 on CP S31878	Stanley	Undullah	11848150
Lot 30 on SP 133190	Ward	Dugandan	50344750
Lot 200 on SP 133189	Stanley	Undullah	50344751
Lot 3 on RP 46302	Stanley	Undullah	17411122
Lot 1 on RP 35158	Stanley	Undullah	11528166
Lot 2 on RP 46303	Stanley	Undullah	18057208
Lot 3 on CP S311896	Stanley	Undullah	18057209

Title References 18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208 & 18057209

This is the Schedule referred to in the Form 13 Amendment/Priority dated the 14 day of November 2005.

The parties agree that Lease No. 707969057 is varied as follows:-

1. Rent

The figure "\$1,000,000.00" in Clause 3.2 of the Lease is deleted and substituted with the figure "\$200,000.00."

2. Option for Renewal

Clause 19 of the Lease is deleted and substituted with the following Clause 19:-

"19. OPTIONS FOR RENEWAL

19.1 First Option to renew

If the Lessee:

19.1.1 not less than three (3) months and not more than twelve (12) months prior to the expiration of this Lease gives written notice to the Lessor that it wishes to renew this Lease; and

19.1.2 has at all times up to the date of expiration of the term of this Lease complied punctually with its obligations under this Lease,

then the Lessor will grant to the Lessee a further lease of the Land on the following conditions:

19.1.3 the term of the further lease will be for a period of three (3) years; and

19.1.4 the terms and conditions will be the same as the terms and conditions of this Lease except this cl. 19.1 will be deleted.

19.2 Second Option to renew

If the Lessee:

19.2.1 not less than three (3) months and not more than twelve (12) months prior to the expiration of this Lease gives written notice to the Lessor that it wishes to renew this Lease; and

19.2.2 has at all times up to the date of expiration of the term of this Lease complied punctually with its obligations under this Lease,

then the Lessor will grant to the Lessee a further lease of the Land on the following conditions:

19.2.3 the term of the further lease will be for a period of three (3) years

19.2.4 the terms and conditions will be the same as the terms and conditions of this Lease except this cl. 19.2 will be deleted.

19.3 Third Option to renew

If the Lessee:

19.3.1 not less than three (3) months and not more than twelve (12) months prior to the expiration of this Lease gives written notice to the Lessor that it wishes to renew this Lease; and

19.3.2 has at all times up to the date of expiration of the term of this Lease complied punctually with its obligations under this Lease,

then the Lessor will grant to the Lessee a further lease of the Land on the following conditions:

19.3.3 the term of the further lease will be for a period of three (3) years

Title References 18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208 & 18057209

19.3.4 the terms and conditions will be the same as the terms and conditions of this Lease except this cl. 19.3 will be deleted.

19.4 Fourth Option to renew

If the Lessee:

19.4.1 not less than three (3) months and not more than twelve (12) months prior to the expiration of this Lease gives written notice to the Lessor that it wishes to renew this Lease; and

19.4.2 has at all times up to the date of expiration of the term of this Lease complied punctually with its obligations under this Lease,

then the Lessor will grant to the Lessee a further lease of the Land on the following conditions:

19.4.3 the term of the further lease will be for a period of three (3) years

19.4.4 the terms and conditions will be the same as the terms and conditions of this Lease except this cl. 19.4 will be deleted."

3 Market Adjustment

The words "Notwithstanding clause 4.3(a)" at the beginning of Clause 4.4 of the Lease are deleted.

The date "1965" of the *Valuers Registration Act* in Clause 4.4 of the Lease is deleted and substituted with the date "1992".

4. Tenant's Fixtures

The words "within a reasonable time" are inserted into Clause 15.3 on the 7th line after the words "the Lessee may".

The words "The option granted under this clause is personal to Pacific Exchange Holdings Pty Ltd ACN 074 549 965 as trustee under instrument 702990018 and may not be exercised by any other party." are inserted at the end of Clause 15.3 of the Lease

5. Lessor & Lessee Bound by Lease

(a) The Lessor and Lessee hereby covenant with each other that they will respectively perform and observe the covenants, agreements and stipulations contained in the Lease as if the same had been repeated herein in full with such modifications only as are necessary to make them applicable to the present demise.

(b) Subject only to any variations and modifications contained in this Form 13 Amendment/Priority and such other variations and modifications (if any) as may be necessary to make the Lease consistent with this Form 13 Amendment/Priority, the Lease remains in full force and effect and is to be read and construed and be enforceable as if the terms of this Form 13 Amendment/Priority were inserted in it by way of addition or substitution as the case may be.

5. Costs

The Lessee shall pay to the Lessor on demand all reasonable costs (including legal costs on a solicitor and own client basis) incurred by the Lessor or in respect of which the Lessor may be or become liable of and incidental to each and every one of the following:-

(a) Applying for and obtaining any consent under or pursuant to either the Lease or this Form 13 Amendment/Priority; and

(b) All stamp duty, registration fees and other taxes (including GST) payable on either the Lease or this Form 13 Amendment/Priority and any other instrument relating to this Form 13 Amendment/Priority.

Title References 18057210, 17513052, 50224199, 18057211, 14355238, 13385213, 16218104, 50344752, 17513051, 50118151, 50344749, 50344748, 11848150, 50344750, 50344751, 17411122, 11528166, 18057208 & 18057209

whether or not the transaction evidenced by this Form 13 Amendment/Priority is completed

6. Further Agreements

Each party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Form 13 Amendment/Priority.

7. Mortgagee's Consent

In the event that the land is subject to a mortgage, charge or encumbrance (collectively "Mortgage") then the execution and acceptance by the Lessor of this Form 13 Amendment/Priority is subject to and conditional upon the party entitled to the benefit of such mortgage ("Mortgagee") granting its written consent in respect of this Form 13 Amendment/Priority

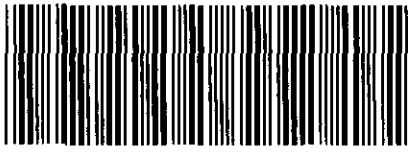
The parties hereby covenant and agree that they shall promptly execute and return to the Lessor's solicitor any reasonable form of Mortgagee's consent containing such covenants and conditions as the Mortgagee and the Lessor may in their discretion require in respect to this Form 13 Amendment/Priority.

QUEENSLAND LAND REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000



715337736

Duty Imprint

NO FEE

27/09/2013 14:49

TA SCL

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly Searchable registers in the land registry and the water register. For more Information about privacy in DNRM, see the department's website.

1. Nature of Request

Strategic Cropping Land Notice under the
"Strategic Cropping Land Act 2011"

Lodger (Name, address & phone number)

Department of Natural Resources & Mines
C/- Strategic Cropping Land,
PO Box 318
Toowoomba Qld 4350

Lodger Code

TS 944

2. Lot on Plan Description

SEE FORM 20

County**Parish****Title Reference****3. Registered Proprietor/State Lessee**

SEE FORM 20

4. Interest

Estate in Fee Simple

5. Applicant

Department of Natural Resources & Mines, Toowoomba

6. Request

I hereby request that: The Registrar of Titles note an administrative advice on the title/s of the land described in item 2 that Strategic Cropping Land Validation decision SCLVA2012/000022 has taken effect Pursuant to section 74 of the *Strategic Cropping Land Act 2011*. The decision is depicted as per the attached map

7. Execution by applicant**Execution Date**

26/9/13

Applicant's or Solicitor's Signature

Carmen Goulding
Delegate for the Director General,
Department of Natural Resources and Mines

.....
Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**SCHEDULE /ENLARGED PANEL/
ADDITIONAL PAGE/DECLARATION**

FORM 20 Version 2

2. Lot on Plan Description	County	Parish	Title Reference
LOT 80 CP SL1163	STANLEY	UNDULLAH	17513052
LOT 79 CP S312955	STANLEY	UNDULLAH	18057210
LOT 74 CP S312820	STANLEY	UNDULLAH	18057211
LOT 42 CP SL5873	STANLEY	UNDULLAH	14355238
LOT 3 CP S311896	STANLEY	UNDULLAH	50908958
LOT 3 RP46302	STANLEY	UNDULLAH	17411122
LOT 390 SP133193	STANLEY	UNDULLAH	50344752
LOT 32 CP S311402	STANLEY	UNDULLAH	13385213
LOT 2 CP S31878	STANLEY	UNDULLAH	11848150
LOT 2 RP896513	STANLEY	UNDULLAH	50224199
LOT 2 RP46303	STANLEY	UNDULLAH	18057208
LOT 2 RP46302	STANLEY	UNDULLAH	17513051
LOT 200 SP133189	STANLEY	UNDULLAH	50344751
LOT 1 RP46806	STANLEY	UNDULLAH	50118151
LOT 1 RP35158	STANLEY	UNDULLAH	11528166
LOT 19 CP S311970	STANLEY	UNDULLAH	16218104

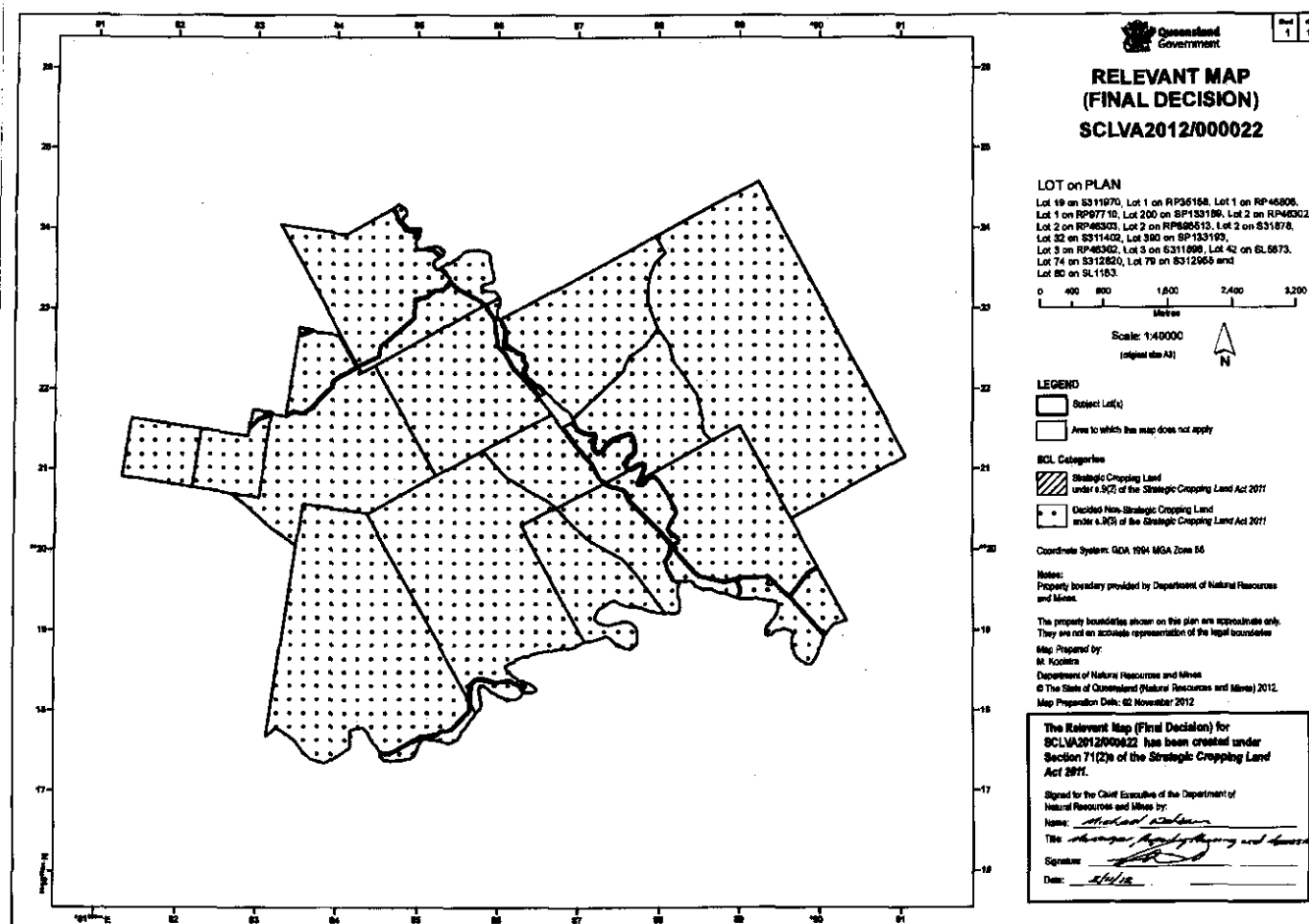
3. Registered Proprietor/State Lessee

PACIFIC EXCHANGE HOLDINGS PTY LTD A.C.N. 074 549 965
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
PACIFIC EXCHANGE HOLDINGS PTY LTD A.C.N. 074 549 965
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
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TRUSTEE 1/7
UNDER INSTRUMENT 710458866
PACIFIC EXCHANGE HOLDINGS PTY LTD A.C.N. 074 549 965
TRUSTEE 1/7
UNDER INSTRUMENT 710458866

AS TENANTS IN COMMON

**SCHEDULE /ENLARGED PANEL/
ADDITIONAL PAGE/DECLARATION**

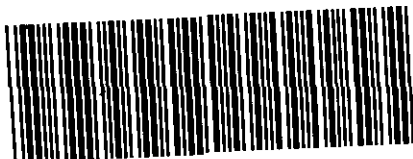
FORM 20 Version 2



QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4



717458990

\$175.00
19/08/2016 16:16

GC 500

1. **Grantor**
MAXWELL ALWYN WYATT

Lodger (Name, address, E-mail & phone number)
MBA Lawyers
PO Box 398, Varsity Lakes Q 4227
antony@mba-lawyers.com.au
07 5539 9688

Lodger Code
GC38

Client No: 1 0 5 1 2 5 8 Duty Imprint Duties Act 2001
Transaction No: 5 1 2 - 3 6 4 - 2 8 2
Duty Paid \$ 38025.00 ☐ Exempt
Under Easement Agreement dated
Date: 16/08/16 Signed: [Signature]

dated 01.04.16

2. **Description of Easement/Lot on Plan**
Servient Tenement (burdened land)
EASEMENTS B AND C IN LOT 22 ON SP
~~164822~~ 281238

Title Reference

50486564

#Dominant Tenement (benefited land)

not applicable if easement in gross

LOT 3 ON SP 11896
LOT 200 ON SP 133189
LOT 1 ON RP 97710

50908958
50344751
13577218

3. **Interest being burdened**
FEE SIMPLE

#4. **Interest being benefited**
FEE SIMPLE

not applicable if easement in gross

5. **Grantee** Given names

Surname/Company name and number

(include tenancy if more than one)

SEE ATTACHED ANALYSIS

FLINDERS LAND HOLDINGS PTY LTD
AGN 602 362 443 ATF PACIFIC
EXCHANGE TRUSTS 5-11

6. **Consideration**
ONE MILLION DOLLARS (\$1,000,000.00)

7. **Purpose of easement**
WATER SUPPLY AND SEWERAGE

8. **Grant/Execution**

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; *the attached schedule and document no. _____; *document no. _____

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

.....John Consiglia.....full name

.....Solicitor.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

6/7/16
Execution Date

M. A. Wyatt
Grantor's Signature

3/8/16
Execution Date

[Signature]
Grantee's Signature
FLINDERS LAND HOLDINGS PTY LTD
AGN 602 362 443

Title Reference 58378294

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one) Tenants in common
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under instrument No. 710458866	1/7
	Michelle	King	Joint Tenant
	Darwin	King	Joint Tenant

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in Item 7 and the Grantor and Grantee covenant with each other in terms of- "The attached schedule"

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature
ARTY BRYANOWSKI QUINONESfull name
NOTARY PUBLICqualification
Witnessing Officer

Sgt. 12312015
Execution Date

.....
Michelle King
Grantee's Signature

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 50378294

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	Tenants in common 1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
	Michelle	King	Joint Tenant
	Darwin	King	Joint Tenant

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- "the attached schedule"

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature
ATTY. BENVENUTO QUINONES full name
NOTARY PUBLIC qualification
Witnessing Officer

Sept 12/12016
Execution Date

.....
Darwin King
Grantee's Signature

(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 50486564

IT IS COVENANTED BETWEEN THE PARTIES TO THE ABOVE EASEMENT AS FOLLOWS:

That the Grantor will permit the Grantee free and uninterrupted access for water supply and sewerage purposes over the Servient Tenement including the full, free and uninterrupted right and liberty of using the Servient Tenement for the passage, flow and conveyance of water and sewerage or any other purpose connected with any water or sewerage mainline infrastructure approved by the Grantor and of constructing, placing and laying under the surface of the soil to a minimum depth of 300mm on the Servient Tenement mains, pipes and other equipment for such purposes or for any other purposes connected with any water and/or sewerage mainline infrastructure to be installed underground on Easements B and C as shown on Plan SP 281238 and of inspecting, maintaining, cleaning, repairing and renewing such mains and pipes and in relation to such Easements and purposes as aforesaid, the Grantees are to have full, free and uninterrupted access to the Servient Tenement at all times and from time to time for themselves, their servants or agents to enter upon and to go, pass and repass over, along, upon and under the Servient Tenement or any part thereof with or without engineers, surveyors, consultants, contractors, employees, workmen or other persons and with or without motor cars, trucks, tractors and other vehicles, machinery, plant and equipment to facilitate the opening or breaking up of the soil of the Servient Tenement or any part thereof as well as the subsurface and to bring in place in and upon and store on the Servient Tenement or any part thereof during the construction work, machinery, piping, all appliances, tools and other articles and to do such things to construct, maintain and repair the water and sewer infrastructure, and to do such other things as the Grantee shall in his discretion think fit and the Grantee covenants that if and when the said mains and pipes shall be constructed they shall maintain and repair the said mains and pipes as aforesaid so that no nuisance or obstruction is caused to any adjoining land owner and shall make good at their own expense any damage or injury caused to the said adjoining lands and the Grantor covenants that it or its agents, servants or workmen shall not damage the same mains and pipes and shall not interfere with the flow of water or sewerage through the said mains and pipes so caused and if the Grantor shall not make good the damaged so caused the Grantee shall be entitled to do so and the Grantor shall be responsible for any expenses incurred by the Grantee in repairing such damage **AND IT IS MUTUALLY AGREED AND ACKNOWLEDGED** that:

1. The Servient Tenement shall not be fenced; and
2. The Grantee shall obtain and comply with all necessary approvals and licences in relation to the construction and maintenance of the water and sewerage mains, pipes and other equipment.

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677693

Search Date: 28/01/2016 10:20

Title Reference: 50908958

Date Created: 22/03/2013

Previous Title: 40066069

REGISTERED OWNER

Interest

Dealing No: 716616099 08/07/2015

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 3

CROWN PLAN S311896

Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10578106 (POR 43)

2. EASEMENT No 601549475 (A305174) 22/08/1936
BENEFITING THE LAND
OVER EASEMENT A ON RP53190

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742311	VEG NOTICE	03/03/2011 15:08	CURRENT
	VEGETATION MANAGEMENT ACT 1999		
715337736	STRIGIC LAND	27/09/2013 14:49	CURRENT

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677693

Search Date: 28/01/2016 10:20

Title Reference: 50908958

Date Created: 22/03/2013

ADMINISTRATIVE ADVICES (Continued)

Dealing	Type	Lodgement Date	Status
---------	------	----------------	--------

STRATEGIC CROPPING LAND ACT 2011			
----------------------------------	--	--	--

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677548

Search Date: 28/01/2016 10:12

Title Reference: 50344751

Date Created: 13/02/2001

Previous Title: 40027461

REGISTERED OWNER

Interest

Dealing No: 716616099 08/07/2015

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443

TRUSTEE

1/7

UNDER INSTRUMENT 710458866

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 200 SURVEY PLAN 133189

Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11848149 (POR 21)
2. LEASE No 707969057 12/08/2004 at 14:08
PACIFIC AGRICOM PTY LTD A.C.N. 084 471 116
3. AMENDMENT OF LEASE No 709367038 15/02/2006 at 14:13
LEASE: 707969057
TERM: 01/08/2004 TO 31/07/2007 OPTION 3 YEARS

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677548

Search Date: 28/01/2016 10:12

Title Reference: 50344751

Date Created: 13/02/2001

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742311	VEG NOTICE	03/03/2011 15:08	CURRENT
	VEGETATION MANAGEMENT ACT 1999		
715337736	STRATEGIC LAND	27/09/2013 14:49	CURRENT
	STRATEGIC CROPPING LAND ACT 2011		
UNREGISTERED DEALINGS - NIL			

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677550
Search Date: 28/01/2016 10:12

Title Reference: 13577218
Date Created: 03/06/1963

Previous Title: 11848149

REGISTERED OWNER

Dealing No: 703131344 22/01/1999

MICHELLE KING
DARWIN KING JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 97710
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11848149 (POR 21)

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742307	VEG NOTICE	03/03/2011 15:08	CURRENT
VEGETATION MANAGEMENT ACT 1999			

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

Contact: Antony Knox
Email: antony@mba-lawyers.com.au
Our Ref: AJK:mmc:1600052



28 September 2016

The Registrar
Department of Natural Resources & Mines
Level 1, AVC Building
14 Edgewater Court
ROBINA QLD 4226

Level 1, 47 Watts Drive Varsity Lakes, Qld 4227
PO Box 398, Varsity Lakes, Qld 4227
Telephone +61 7 5539 9688
Facsimile +61 7 5538 2651
www.mba-lawyers.com.au

HAND DELIVERY

Dear Sir/Madam,

**Maxwell Alwyn Wyatt Grant of Easement in Form 9 to Flinders Land Holdings Pty Ltd
ACN 602 362 443 as trustee under Instrument No. 710458866, Darwin King and
Michelle King
PPTY: Lot 22 on SP 164832 (Title Reference: 50486564) (Easements B & C on SP
281238)**

We act on behalf of Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866, Michelle King and Darwin King ("the grantee").

By Requisition Notice dated 30 August 2016 ("Requisition No. 1") the Registry identified:-

"Issues Requiring Attention

Item 2 should be shown as EASEMENTS B AND C on sp281238 (servient tenement).

Dominant tenement – incorrect plan identifier for lot 3 not sp.

Item 5 must be in the current names as shown on all the dominant titles (names shown are incorrect).

Item 8 delete the the wording which is not applicable.

Item 8 will require all DOMINANT TENEMENTS to execute as grantees. "

Please find enclosed by way of answer to Requisition No. 1:-

1. Original Easement in Form 9 with amendments (incorporating enlarged panels in Form 20);
2. Our general account cheque in the sum of \$33.00 on account of the requisition fee.

By way of response to each of the Issues Requiring Attention in Requisition No. 1:-

Item 2

1. Servient Tenement has been amended to "EASEMENTS B AND C on SP 281238".

Partners
Antony Knox
Mitchell Clark
Clayton Glenister
Matt Windle

Senior Associates
Duane Williams

Associates
Monica Drivas
Danielle Watt

Lawyers
Naomi Dickson
Ruth Nean

Jenna Lawry

Consultants
Robert Balanda
Tony Lenan

2. Dominant Tenement has been amended to show the correct description as "Lot 3 on CP S311896".

Item 5

3. We enclose copies of the following DNRM historical title searches for:-
- (a) Lot 3 on CP S311896 (Title Reference: 50908958);
 - (b) Lot 200 on SP 133189 (Title Reference: 50344751);
 - (c) Lot 1 on RP 97710 (Title Reference: 13577218).
4. We confirm that Item 5 of the Easement in Form 9 has been amended by inclusion of the two (2) Enlarged Panels in Form 20 detailing the Grantee as strictly shown on the dominant title with execution by Flinders Land Holdings Pty Ltd ACN 602 362 443 by 2 directors (page 1 of 4), Michelle King (page 2 of 4) and Darwin King (page 3 of 4).

Item 8

5. We note the Easement in Form 9 has been amended by the deletion of the not applicable wording as the covenant is contained within the attached Schedule (page 4 of 4).
6. We confirm all dominant tenements have duly signed the Form 9 as grantees by Flinders Land Holdings Pty Ltd ACN 602 362 443 (page 1 of 4), Michelle King (page 2 of 4) and Darwin King (page 3 of 4).
7. We confirm that the individual grantees have duly signed the Enlarged Panels in Form 20 in the presence of a qualified witness under section 161(2) of the Land Title Act 1994 ("the Act") outside Australia in the presence of a notary public in accordance with Schedule 1 of the Act.

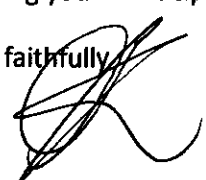
Survey Plan No. 281238

8. As Easements B and C on SP 281238 define the Easement granted under the Easement in Form 9 to enable registration under section 83(1)(a) we request you confirm that the Easement Plan lodged contemporaneously with the Easement Form 9 has been registered.

As settlement of the Easement Agreement (Water and Sewer Infrastructure) is due to occur pursuant to registration of the Easement in Form 9 we request you notify the writer should any issues remain with respect to the documentation submitted for registration.

Thanking you in anticipation.

Yours faithfully,



Antony Knox
Partner
MBA LAWYERS

Enc