

31 October 2024

Economic Development Queensland
GPO Box 2202
BRISBANE QLD 4001

RE: LANDOWNERS CONSENT

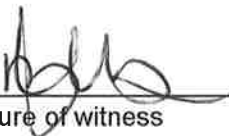
Maxwell Alwyn Wyatt, as the owner of the premises identified below, consent to the making of all necessary development or compliance assessment applications (including Change and Extension Applications) needed to facilitate the development of the land under the *Economic Development Act* by **Litoba Holdings Pty Ltd ACN 663 717 646**

Premises Details

Address: 325 Wyatt Road, Kagaru Qld 4285

Lot / Plan: Lots 11 and 22 SP341889

Executed by Craig Anthony Wyatt and Lee
Christine Kreidemann as attorney for
Maxwell Alwyn Wyatt under registered
power of attorney 7216792286, in the
presence of:



Signature of witness



Signature of **Craig Anthony Wyatt**

MIRANDA JAYNE COLKURN
Full name of witness (print)



Signature of **Lee Christine Kreidemann**

78 ANNA STREET
BEAUDESERT QLD 4285
Address of witness (print)

8/11/2024

Date

To: The Local Government, Economic Development Queensland, Registrar of Titles, Department of Natural Resource, Mines and Energy, Registrar under the Land Sales Act, Energex and all other statutory and government authorities.

Land Details: *Address:* 325 Wyatt Road, Kagaru Qld 4285
 Lot / Plan: Lots 11 and 22 SP341889

(Land)

From: Maxwell Alwyn Wyatt (Owner)

Buyer's Details: **Litoba Holdings Pty Ltd ACN 663 717 646** (Buyer)

The Owner has entered into a contract or other arrangement with the Buyer in relation to the possible sale of the Land.

In respect of or in connection with the Land or any part of it and/or the development of other land, the Owner consents to the Buyer, any consultants of the Buyer and any nominee of the Buyer:

- inspecting and obtaining copies of all records held by any local or other government authority in connection with the Land;
- making, lodging and pursuing any number of applications for development approval(s) (as defined in the *Planning Act 2016* or another Act) and water approval(s) (as defined in the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* or another Act) for any type of development including:
 - Material Change of Use;
 - Reconfiguration of Lot;
 - Building Works;
 - Plumbing or Drainage Works;
 - Operational Works Approval; and
 - any request to change an existing development approval (including a "minor change" or "other change";

(Application);

- meeting, discussing and corresponding with the local government, distributor-retailer, any government departments and all statutory bodies (**Government Authority**) in respect of the Land and any applications concerning the Land;
- signing and lodging any document ancillary to an Application with a Government Authority;
- entering into one or more infrastructure agreements, including water infrastructure agreements, with a Government Authority in relation to the Land (**Infrastructure Agreement**) and in this regard, the Owner:
 - consents to the Buyer or any nominee of the Buyer being a party to the Infrastructure Agreement;
 - agrees that any such Infrastructure Agreement may be on such terms as the Buyer (or its nominee) in its absolute discretion determines;

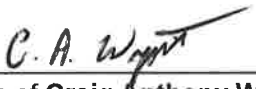
- consents to the responsibilities under the Infrastructure Agreement being attached to the Land;
 - in respect of a water infrastructure agreement under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, consents to the water connection obligations under the Infrastructure Agreement being attached to the Land; and
 - agrees to provide all consents and do all things reasonably requested by the Buyer (or its nominee), including without limitation signing any document, in order to facilitate the creation and implementation of any such Infrastructure Agreement, being a party to such Infrastructure Agreement and consenting in writing to the responsibilities under the Infrastructure Agreement attaching to the Land.
- filing and pursuing any application or appeal in the Planning and Environment Court and any of its appellate Courts.

Dated this 8 day of November 2024.

Executed by Craig Anthony Wyatt and Lee Christine Kreidemann as attorney for **Maxwell Alwyn Wyatt** under registered power of attorney 7216792286, in the presence of:



Signature of witness



Signature of **Craig Anthony Wyatt**

MIRANDA JAUNE COLKBURN

Full name of witness (print)



Signature of **Lee Christine Kreidemann**

78 ANNA STREET
BEAUDESENT QLD 4285

Address of witness (print)

8/11/2024

Date

Annexure C Consent Annexure

To:

Any:

1. local, State or Federal body, authority or government;
2. Aboriginal party or cultural heritage body; and
3. person, company or otherwise,

who:

- (A) has or exercises control or regulatory authority over the present or future use or operation of the Land or any services to be provided to the Land;
- (B) has a role, interest, right or jurisdiction in relation to cultural heritage regarding the Land; or
- (C) deals with the provision, assessment, approval or installation of services for or associated with the Land (for example including electricity, water, sewerage and telecommunications),

and includes the Local Government (Ipswich City Council), Central SEQ Distributor-Retailer Authority, Economic Development Queensland, Department of State Development, Infrastructure and Planning, Titles Queensland, Department of Resources, Department of the Environment (Cth), Energex Limited, NBN Co Limited, Telstra Limited, the Aboriginal parties and cultural heritage body in relation to the Land, the Registrar under the Land Sales Act and their successors or assigns.

(each an **Authority**)

Land Details:

Address: Lot 12 Wyatt Road Kagaru, Qld 4285 and
208 Wyatt Road, Kagaru Qld 4285

Lot / Plan: Lot 12 on Crown Plan S31468 and Lot 27 on
Crown Plan S31117

Title Reference: 11504081 and 11874021 **(Land)**

From:

Anthony Daniel Brennan and Margaret Denise Brennan as trustee for Patrick William Brennan (trustee under Instrument No 705011950 on title) and Anthony Daniel Brennan and Margaret Denise Brennan as personal representative for Patrick William Brennan (under Instrument No 704425996 on title) **(Owner)**

Buyer's Details:

Texada Holdings Pty Ltd ACN 662 463 381 **(Buyer)**

The Owner has entered into a contract or other arrangement with the Buyer in relation to the possible sale of the Land.

In respect of or in connection with the Land or any part of it and/or the development of other land, the Owner consents to the Buyer, any consultants of the Buyer and any nominee of the Buyer:

- inspecting and obtaining copies of all records held by any Authority in connection with the Land;
- signing, making, lodging and pursuing any number of PDA development applications for PDA development approval(s) (as defined in the *Economic Development Act 2012* (Qld) or another Act) and water approval(s) (as defined in the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) or another Act) for any type of development including:
 - Material Change of Use;
 - Reconfiguration of Lot;
 - Building Works;
 - Plumbing or Drainage Works;
 - Operational Works Approval or compliance assessment; and
 - any request to change an existing PDA development approval (including a "minor change" or "other change"),

(Application);

- meeting, discussing and corresponding with Authorities and any other government departments and all statutory bodies (**Government Authority**) in respect of the Land and any applications concerning the Land;
- signing and lodging any document ancillary to an Application with a Government Authority;
- entering into one or more infrastructure agreements, including water infrastructure agreements with a Government Authority in relation to the Land (**Infrastructure Agreement**) and in this regard, the Owner:
 - consents to the Buyer or any nominee of the Buyer being a party to the Infrastructure Agreement;
 - agrees that any such Infrastructure Agreement may be on such terms as the Buyer (or its nominee) in its absolute discretion determines;
 - consents to the responsibilities under the Infrastructure Agreement being attached to the Land;
 - in respect of a water infrastructure agreement under the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld), consents to the water connection obligations under the Infrastructure Agreement being attached to the Land; and
 - agrees to provide all consents and do all things reasonably requested by the Buyer (or its nominee), including without limitation signing any document in order to facilitate the creation and implementation of any such Infrastructure Agreement, being a party to such Infrastructure Agreement and consenting in writing to the responsibilities under the Infrastructure Agreement attaching to the Land.

- lodging any referral or application for approval of a controlled action required under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
- meeting, discussing and corresponding with, obtaining reports and information from and inspecting records held by any Aboriginal party and cultural heritage body in respect of the Land; and
- filing and pursuing any application or appeal in the Planning and Environment Court and any of its appellate Courts.

Dated this day of 01 August 2023 | 18:33 AEST.

DocuSigned by:

Anthony Daniel Brennan

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Anthony Daniel Brennan as trustee for
Patrick William Brennan (trustee under
Instrument No 705011950)

DocuSigned by:

Margaret Denise Brennan

56E00527FB304CD...

Margaret Denise Brennan as trustee
for Patrick William Brennan (trustee
under Instrument No 705011950)

DocuSigned by:

Anthony Daniel Brennan

10CB4C8F55624D9...

Anthony Daniel Brennan as personal
representative for Patrick William
Brennan (under Instrument No
704425996)

DocuSigned by:

Margaret Denise Brennan

56E00527FB304CD...

Margaret Denise Brennan as personal
representative for Patrick William
Brennan (under Instrument No
704425996)