

Vendors Section 32 Statement

VENDOR

Quest Gem Pty Ltd
(ACN 005 774 863)

PROPERTY

785 Parkwood Road Bulart &
Meins Road, Bulart, Vic, 3314

VENDORS STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962

VENDOR **Quest Gem Pty Ltd** (ACN 005 774 863)

PROPERTY The land described in Schedule of Lands attached being the property situated at 785 Parkwood Road, Bulart and Meins Road, Bulart, Vic, 3314.

A Financial matters in respect of the land

- (a) Particulars of any mortgage (whether registered or unregistered over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits:

Nil

- (b) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge:

Nil

- (c) The amount of any rates, taxes, charges or other similar outgoings (including any Owners Corporation charges) AND any interest payable on any part of them:

As contained in the attached certificates.

The Purchaser may become liable (in consequence of the purchase of the property) for a proportion of current rates and will be liable for all future rates.

Depending on the Contract of Sale, the Purchaser *may* be liable for GST as a consequence of the purchase of the property which tax shall be no more than ten percent of the purchase price of the property and any chattels.

B Insurance details

- (a) Particulars of the vendor's insurance policy in respect of any damage to or destruction of the land (only required if the contract for the sale of the land does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits):

Not applicable

C Land use matters

- (a)(i) A description of any easement, covenant or other similar restriction affecting the land (registered or unregistered):

As set out in the attached copies of the title document/s.
Sewers/drains if any may be laid outside registered easements.

- (a)(ii) Particulars of any existing failure to comply with their terms are as follows:

None so far as the vendor is aware

- (b) Is the land in a bushfire prone area within the meaning of the regulations made under section 192A of the Building Act 1993?

Yes

- (c) Is there access to the property by road?

Yes

- (d) Planning Scheme Information

As contained in the attached certificate.

D Notices made in respect of the land

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, of which the vendor might reasonably be expected to have knowledge:

none to the vendor's knowledge, apart from the usual rates notices.

- (b) Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

none to the vendor's knowledge.

- (c) Particulars of any notice of intention to acquire served under section 6 of the **Land Acquisition and Compensation Act 1986**:

Not applicable

The vendor has no means of knowing of the decisions of all the public authorities and government departments affecting the property unless these have been communicated to the vendor.

E Building permits issued

If there is a residence on the land, particulars of any building permit issued under the **Building Act 1993** in the preceding 7 years in relation to a building on the land:

No such approvals have been granted.

F Growth areas infrastructure contribution details

If the land is land in relation to which there is a certificate, notice or agreement relating to the Growth Areas Infrastructure Contribution.

Not applicable

G Disclosure of non-connected services

The following services are **not** connected to the land:

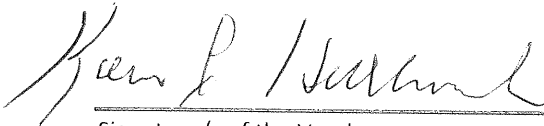
- (a) electricity supply;
- (b) gas supply;
- (c) water supply;
- (d) sewerage;
- (e) telephone services.

H Evidence of title

Attached are copies of the following documents concerning title to the land:

- (a) the Register Search Statement;
- (b) the title plan or plan of subdivision (being the document referred to as the diagram location in the Register Search Statement);
- (c) Forestry Property Agreement;

DATE OF THIS STATEMENT: the 24 day of September 2020



Signature/s of the Vendor

THE PURCHASER ACKNOWLEDGES receipt of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT: the _____ day of _____ 20____

Signature/s of the Purchaser

SCHEDULE OF LANDS

Vol/Fol	Type of Plan	Lot #	Plan.Ref	Area (HA)	1 HA = 2.47105 acres
11429/626	Plan of Subdivision	Lot 5 Plan of Subdivision 709036C	PS709036C	40	98.84
8138/864	Crown Allotment	1 Section 12 Parish of Toolang	TP 559995Q	25.7	63.505985
8138/864	Crown Allotment	1A Section 12 Parish of Toolang	TP 559995Q	2.3	5.683415
10817/234	Crown Allotment	24 Section A Parish of Bulart	TP843334E	213.6	527.81628
10817/133	Crown Allotment	D1 Section 11 Parish of Toolang	TP843328Y	5.6	13.83788
7735/141	Crown Allotment	D Section 11 Parish of Toolang	TP307166R	54.7	135.166435
10817/102	Crown Allotment	E Section 11 Parish of Toolang	TP307166R	60.5	149.498525
				402.4	994.34852

Due Diligence Checklist



What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?

- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time. The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights



PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

680401

APPLICANT'S NAME & ADDRESS

TAITS LEGAL C/- INFOTRACK (AFFINITY) C/- LANDATA
MELBOURNE

VENDOR

QUEST GEM PTY LTD

PURCHASER

REQUIRED FOR SECTION 32 ONLY,
REQUIRED FOR SE

REFERENCE

352020

This certificate is issued for:

LOT 5 PLAN PS709036 ALSO KNOWN AS 785 PARKWOOD ROAD BULART
SOUTHERN GRAMPIANS SHIRE

The land is covered by the:

SOUTHERN GRAMPIANS PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/southerngrampians>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

31 August 2020

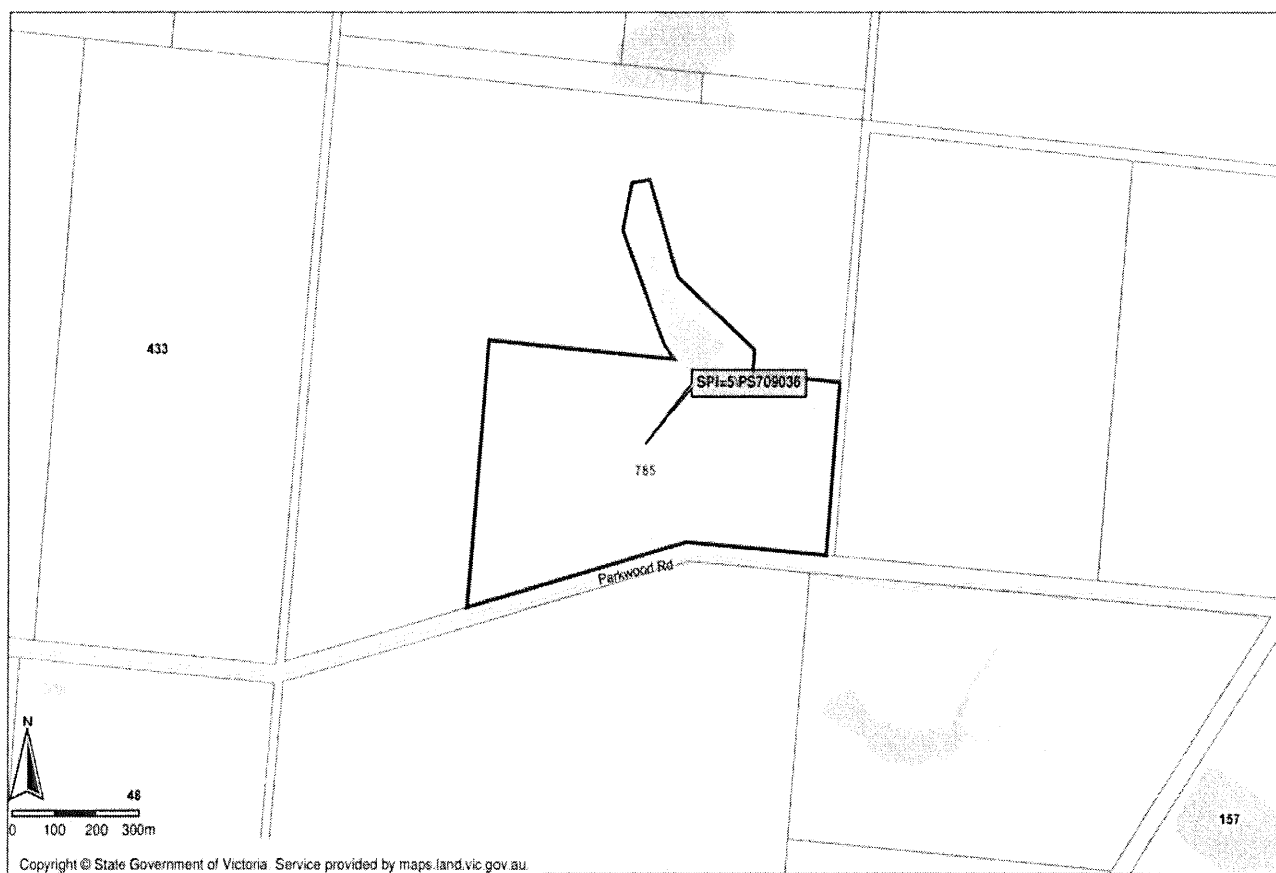
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



From www.planning.vic.gov.au at 14 September 2020 01:46 PM

PROPERTY DETAILS

Address: **785 PARKWOOD ROAD BULART 3314**

Lot and Plan Number: **Lot 5 PS709036**

Standard Parcel Identifier (SPI): **5\PS709036**

Local Government Area (Council): **SOUTHERN GRAMPIANS** www.sthgrampians.vic.gov.au

Council Property Number: **2023000.003200**

Planning Scheme: **Southern Grampians** [Planning Scheme - Southern Grampians](#)

Directory Reference: **Vicroads 72 G3**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Wannon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

[View location in VicPlan](#)

STATE ELECTORATES

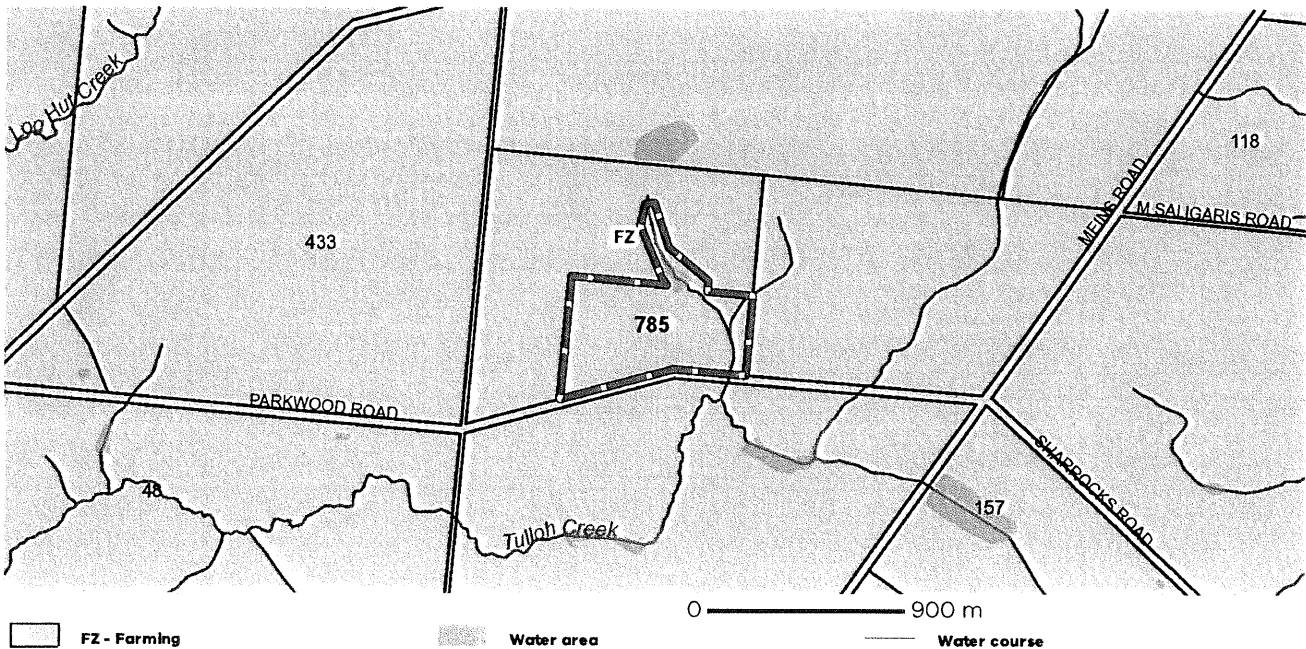
Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **LOWAN**

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



Note: Labels for zones may appear outside the actual zone - please compare the labels with the legend.

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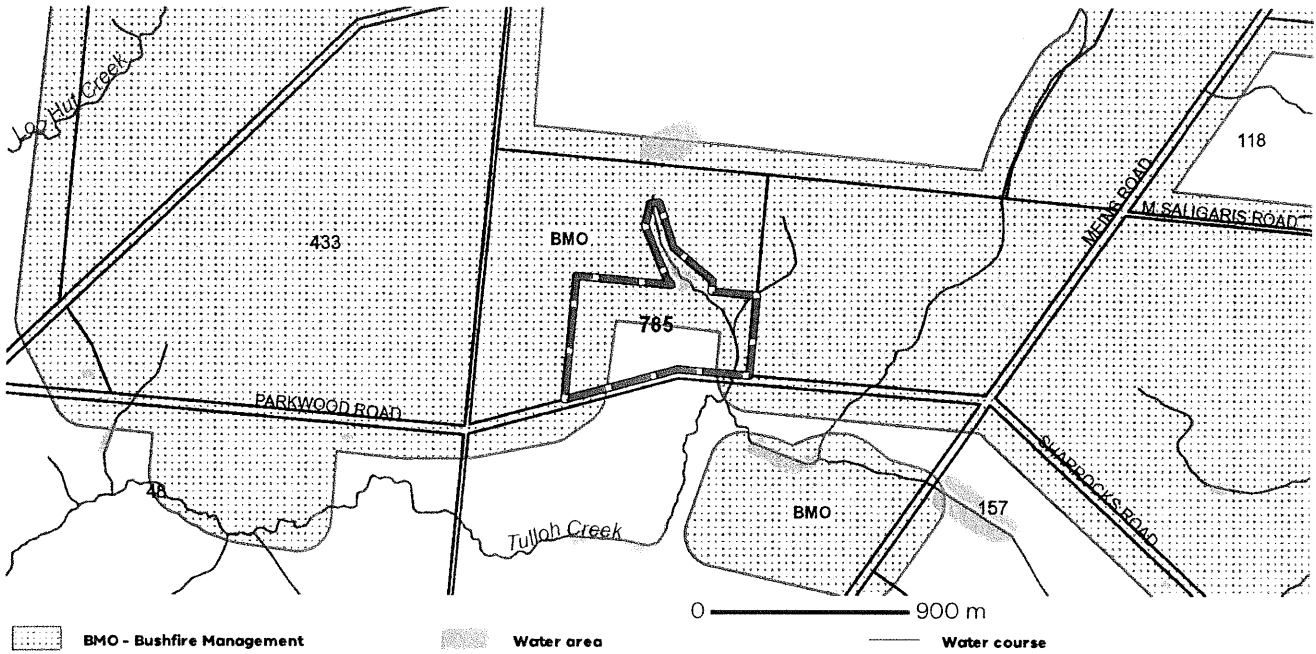
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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

BUSHFIRE MANAGEMENT OVERLAY (BMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

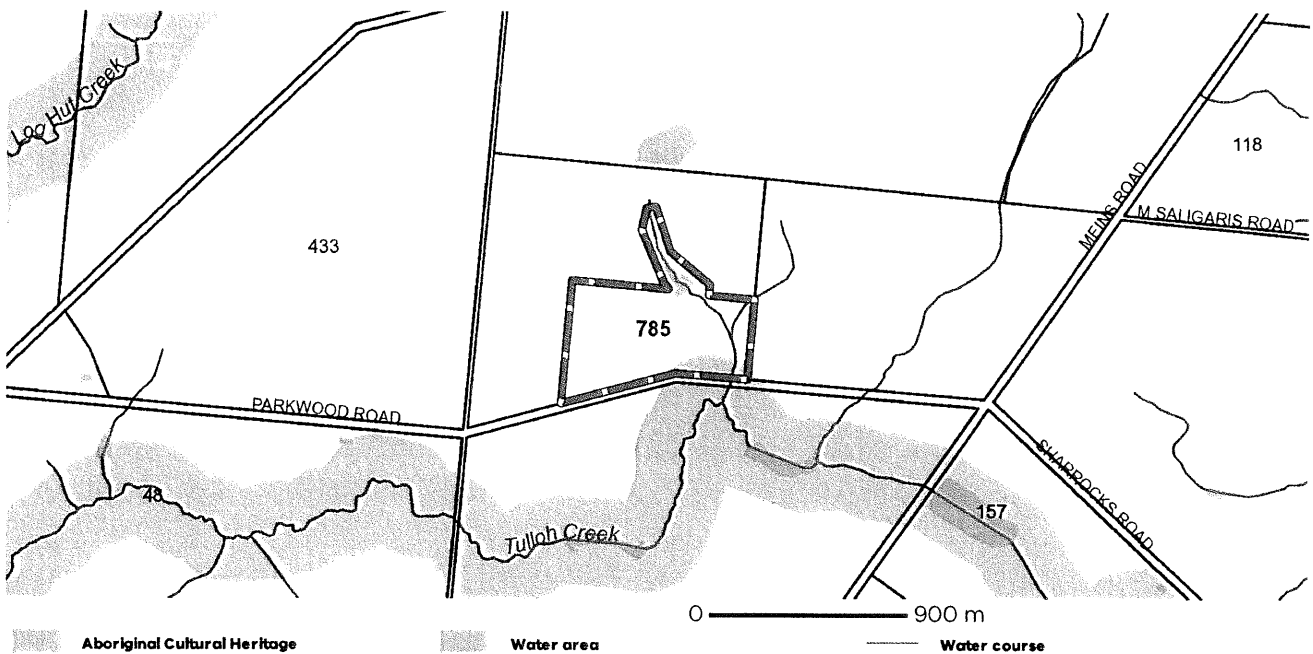
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



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Further Planning Information

Planning scheme data last updated on 9 September 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

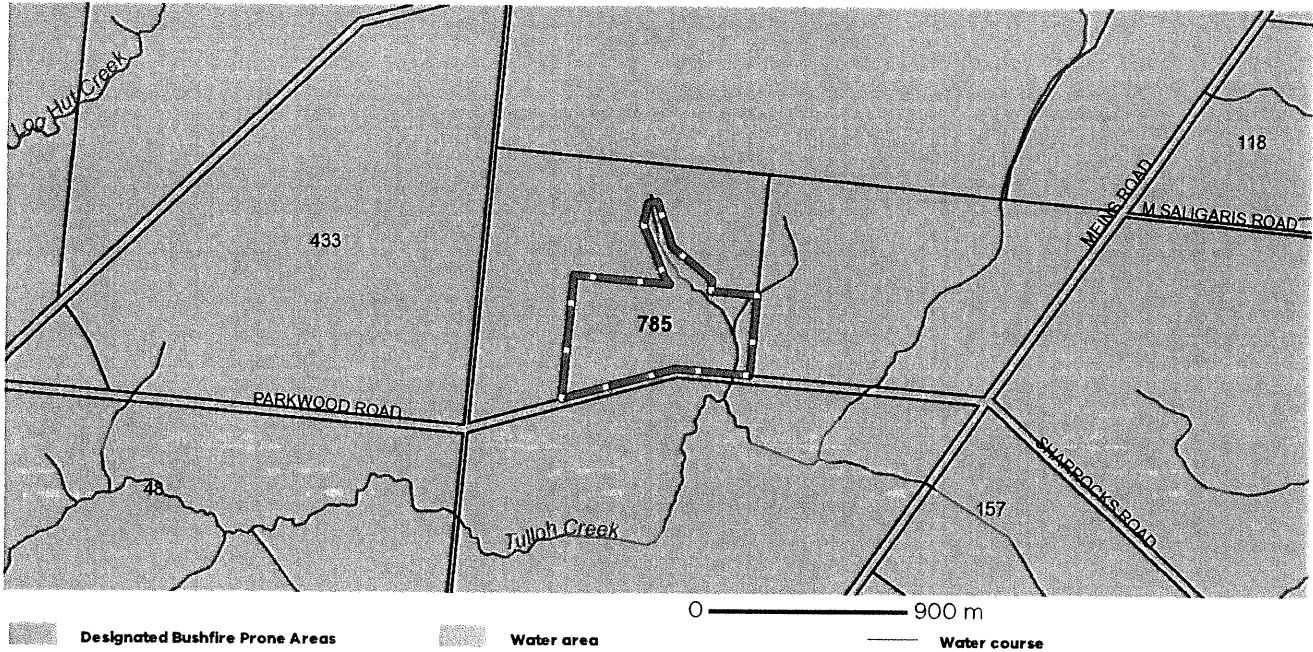
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Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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Southern Grampians
SHIRE COUNCIL

Business Centre:
111 Brown Street
Hamilton 3300
Telephone: (03) 5573 0444
Facsimile: (03) 5572 2910
TTY: (03) 5573 0458

Address all correspondence to:
Chief Executive Officer
Locked Bag 685
Hamilton 3300
council@sthgrampians.vic.gov.au
www.sthgrampians.vic.gov.au

LAND INFORMATION CERTIFICATE

IN ACCORDANCE WITH SECTION 229 OF THE LOCAL GOVERNMENT ACT 1989

Applicant

Landata
GPO Box 527
MELBOURNE VIC 3001

Date: 02/09/2020
Certificate No: 4164
Assessment Id: 12074
Applicant's Ref: 40315015-012-8

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, or under a local law of the Council.

This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Property No:	2023000.0032	Site Value:	\$102,500
Address:	785 Parkwood Road BULART 3314	Capital Improved Value:	\$102,500
Description:	L5 PS709036 TOOLANG V11429 F626 40HA	Net Annual Value:	\$5,125
		Level of Value Date:	01/01/2020
		Operative Date:	01/07/2020

STATEMENT OF RATES AND CHARGES 1 JULY 2020 TO 30 JUNE 2021.

RATES AND CHARGES

Rural Rural	\$342.76
Municipal Charge	\$203.00
Fire Levy Primary Production Variable	\$19.48
Fire Levy Primary Production Fixed	\$230.00
Brought Forward Balance:	\$0.00
Current Financial Year Legal Costs:	\$0.00
Current Financial Year Interest:	\$0.00
Pension Rebate's:	\$0.00
Payments (Current Financial Year):	\$0.00
Discount:	\$0.00
TOTAL RATES AND CHARGES OUTSTANDING:	\$795.24

Private Street Scheme: \$0.00

TOTAL AMOUNTS OUTSTANDING AS AT 02/09/2020: **\$795.24**

BPay Details: Biller Code: 25304 Reference No: 120741

LAND INFORMATION CERTIFICATE (CONT'D)
IN ACCORDANCE WITH SECTION 229 OF THE LOCAL GOVERNMENT ACT 1989

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL
LIABILITY/SUBDIVISIONAL REQUIREMENTS.**

There are no monies owed for works under the Local Government Act 1958 or an earlier act.

There is no potential liability for the land to become rateable under Section 173 or 174a of the Local Government Act 1989.

There are no outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 Subdivision of Land Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1958 the Local Government Act 1989 or under a Local Law of the Council.

A flood level has not been determined by Council.

PLEASE NOTE THE FOLLOWING:

- 1.This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, Local Government Act 1958, or under a local law of the council.
- 2.This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.
- 3.Whilst this certificate may be updated verbally it should be noted that Council **will only be held responsible for information given in writing**, ie: a new certificate and not information provided or confirmed verbally.
- 4.In accordance with Section 175(1) Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.
- 5.Interest will continue to accrue until such time as payment of outstanding rates and charges is made.
- 6.Balances shown subject to clearance of cheques etc.

The sum of twenty seven dollars (\$27.00) being the fee for this certificate has been received.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Southern Grampians Shire Council together with any notices or orders referred to in the certificate.



AUTHORISED OFFICER



**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 11429 FOLIO 626

Security no : 124085215924Y
Produced 31/08/2020 03:11 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 709036C.
PARENT TITLE Volume 06272 Folio 342
Created by instrument PS709036C 24/06/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AL683789U 13/02/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893378M 28/06/2016
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AK018163N 12/11/2012

DIAGRAM LOCATION

SEE PS709036C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 785 PARKWOOD ROAD BULART VIC 3314

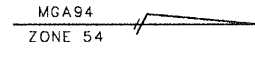
ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

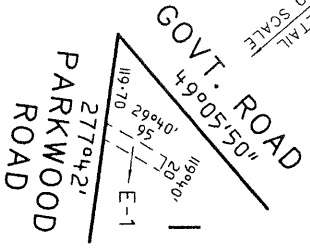
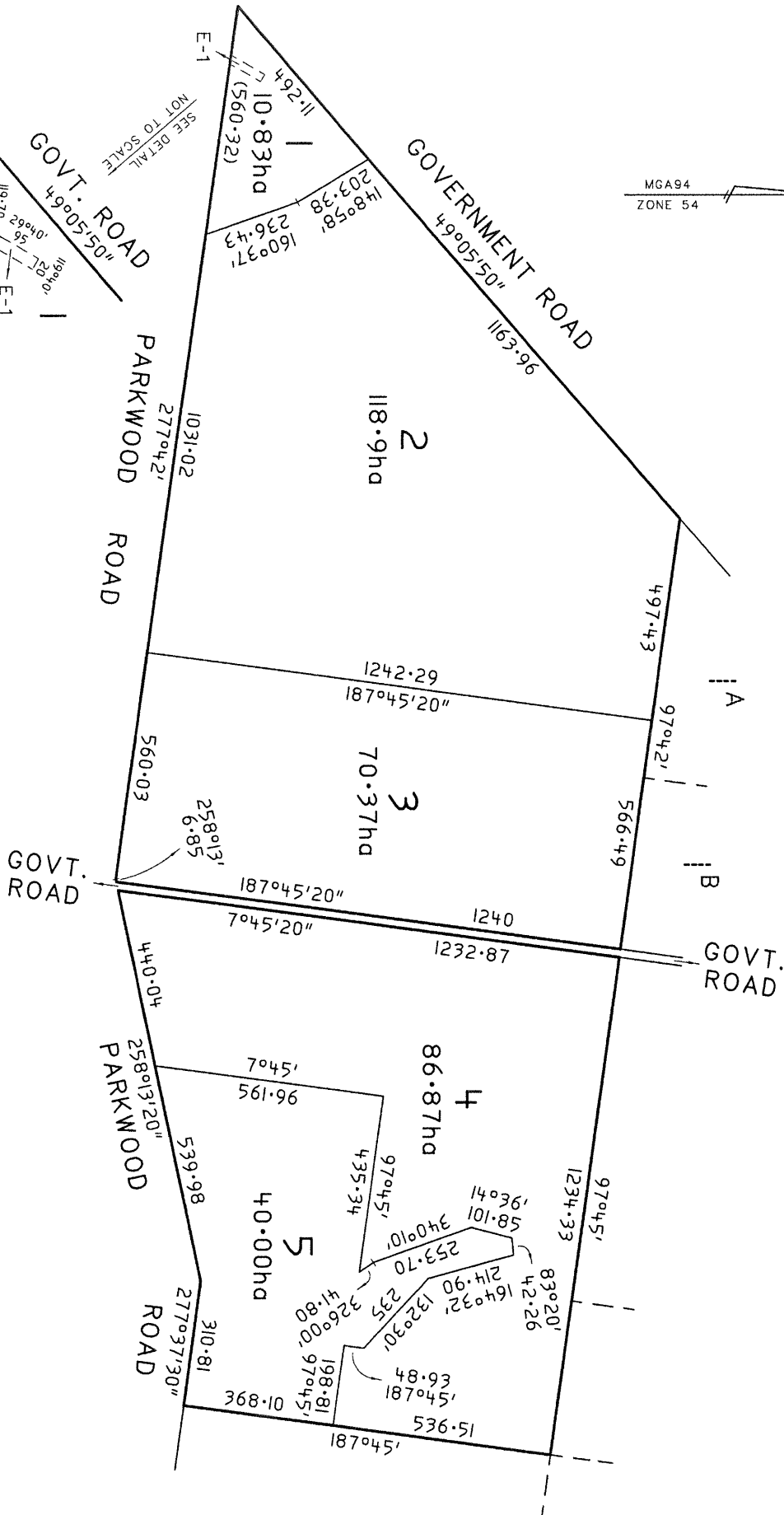
DOCUMENT END

PLAN OF SUBDIVISION				Stage No. / EDITION 1	LRS use only PLAN REGISTERED TIME 3:02pm DATE 24 / 6 / 13 Allan Cantsilieris Assistant Registrar of Titles	Plan Number PS 709036C
Location of Land Parish: TOOLANG Township: _____ Section: 10 Crown Allotments: 4, 5, 6 ^A , 6A ¹ , 6 ^B , 7 & 8 Title References: Vol.6272 Fol.342 (PART) Last Plan Reference: TP.397481Y Postal Address: PARKWOOD ROAD, GRITJURK, VIC., 3315 MGA94 E 577 650 Co-ordinates: N 5 842 350 Zone 54				Council Certification and Endorsement Council Name: SOUTHERN GRAMPIANS SHIRE COUNCIL Council Ref: TP/015/2012 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6: / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Date / /		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
Nil		Nil				
Notations						
THIS IS A SPEAR PLAN.				Staging: This is not a staged subdivision. Planning Permit No. TP/015/2012 Survey: This plan is based on survey. Connected to MGA94 Coordinates: NO Proclaimed Survey Area: NO Permanent Marks connected to: 13 & 15 Depth Limitation: DOES NOT APPLY		
Easement Information					LRS use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance / Exemption Statement	
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/>	
E-1	POWERLINE	20	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED	Date 17 / 6 / 13	
					LRS use only	
					PLAN REGISTERED TIME 3:02pm DATE 24 / 6 / 13 Allan Cantsilieris Assistant Registrar of Titles	
SHEET 1 OF 2 SHEETS						
BRAYLEY & HAYES LAND & ENGINEERING SURVEYORS 85 KENNEDY STREET, HAMILTON, 3300 PHONE: (03) 5571 9171 FAX: (03) 5572 5557			A DALE MINNEY SIGNATURE _____ DIGITALLY SIGNED LICENSED SURVEYOR VERSION 1		REF 11104 VERSION 1 09/08/12 DATE _____ COUNCIL DELEGATE SIGNATURE Original sheet size: A3	



PLAN OF SUBDIVISION

Stage No. Plan Number **PS 709036C**



BRAYLEY & HAYES
 LAND & ENGINEERING SURVEYORS
 85 KENNEDY STREET, HAMILTON, 3300
 PHONE: (03) 5571 9171 FAX: (03) 5572 5557

ORIGINAL SHEET SCALE
 SIZE A3
 SCALE 1:10000
 SCALE 100 0 200 400
 LENGTHS ARE IN METRES

A DALE MINNEY
 SIGNATURE DIGITALLY SIGNED
 LICENSED SURVEYOR
 VERSION 1

REF 11104
 VERSION 1 09/08/12

SHEET 2
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____

Plan of Subdivision PS709036C
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S026269C

Plan Number: PS709036C

Responsible Authority Name: Southern Grampians Shire Council

Responsible Authority Reference Number 1: TP/015/2012

Surveyor's Plan Version: 1

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Lucinda Peterson

Organisation: Southern Grampians Shire Council

Date: 19/12/2012

AK018163N

12/11/2012 \$110.30 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: **OWEN HODGE LAWYERS**
Phone: (02) 9549 0734
Address: Level 3, 171 Clarence Street,
SYDNEY NSW 2000
Ref: RMH:AXA:235396
Customer Code: 13200S

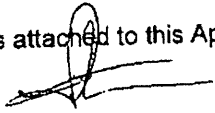
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Lots 1, 2, 3, 4 and 5 on the attached Plan ~~of Subdivision 7000360~~ being part of the land in Certificate of Title Volume 6272 Folio 342.

Authority: Southern Grampians Shire Council of 1 Market Place, Hamilton VIC, 3300

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application.

Signature of the Authority: 

Name of Officer: *Luanda Peterson*

Date: *18/09/2012*

Macquarie Bank Limited
ACN 008 583 542

and

Macquarie Financial Products Management Limited

ACN 095 135 694

and

Southern Grampians Shire Council

Section 173 Agreement

TABLE OF CONTENTS

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1	Definitions and interpretation.....1
1.1	Definitions.....1
1.2	Interpretation.....2
2	Registered Proprietor's obligations.....2
3	Obligations.....2
4	Notices3

THIS AGREEMENT is made on 2012

PARTIES

Macquarie Bank Limited
ACN 008 583 542
Macquarie Financial Products Management Limited
ACN 095 135 694
Both of 3/558 Kiewa Street, Albury NSW 2640 Australia
("Registered Proprietors")

and

Southern Grampians Shire Council
of 1 Market Place, Hamilton VIC, 3300
("Council")

BACKGROUND

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Registered Proprietors are registered or entitled to be registered as the proprietor of any estate in fee simple in the Land and wish to subdivide the Land in accordance with the Permit.
- C. It is a condition of the Permit that before a statement of compliance is issued by Council the Registered Proprietors enter into an Agreement with the Council under Section 173 of the Act.
- D. This Agreement is made pursuant to Section 173 of the Act in accordance with condition 2 of the Permit.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

"Act" means the *Planning and Environment Act 1987*.

"Agreement" means this Agreement and any agreement executed by the parties and expressed to be supplemental to this Agreement.

"Land" means Lots 1, 2, 3, 4 and 5 on the attached Plan ~~of Subdivision 2698366~~ being part of the land in Certificate of Title Volume 6272 Folio 342.

"Owner" means the person registered or entitled from time to time to be registered under the *Transfer of Land Act 1958* as Proprietor of an estate in fee simple in the Land or any

part of it and includes a mortgagee in possession and includes, for so long as it remains the registered proprietor, the Registered Proprietors.

"Permit" means Planning Permit No. TP/015/2012 issued by the Council dated 2 July 2012.

"Planning Scheme" means the Southern Grampians Planning Scheme.

"Responsible Authority" has the meaning given to that term in the Act.

1.2 Interpretation

In this Agreement, unless the Context requires otherwise:

- (a) words importing the singular include the plural and vice versa and words importing any gender include all other genders;
- (b) a reference to any act of Parliament or section thereof or schedule thereto shall be read as if the words "or any statutory modification or re-enactment thereof or substitute therefore" were added to the reference; and
- (c) the headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

2 Registered Proprietors' obligations

The Registered Proprietors agree that:

- (a) they will not further subdivide the Land so as to increase the number of Lots;
- (b) they consent to the registration of this Agreement by the Registrar of Titles under Section 181 of the Act;
- (c) they will pay the reasonable legal costs of and incidental to:
 - (i) preparation and execution of this Agreement; and
 - (ii) an application under Section 181 of the Act for registration of this Agreement by the Registrar of Titles,

and any registration fee payable to the Registrar of Titles in respect of the application.

3 Obligations to run with the land

- 3.1 Each obligation imposed on the Registered Proprietor under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land and binds the Registered Proprietors.

The Council acknowledges that this Agreement satisfies condition 2 of the Permit.

4 Notices

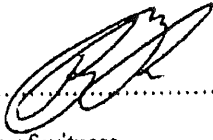
- 4.1 Any notice, demand, consent or other communication (a Notice) given or made under this Agreement:

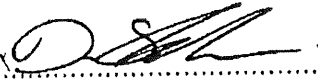
- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must either be delivered to the intended recipient by prepaid post (if posted to an address in another country, by airmail) or by hand or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:
 - (i) to the Registered Proprietors:
Address: 3/558 Kiewa Street, Albury NSW 2640 Australia
Attention: Darren Shelden
 - (ii) to the Council:
Address: Locked Bag 685, Hamilton VIC 3300
Attention: Planning Unit
- (c) will be taken to be duly given or made:
 - (i) if delivered by hand, when delivered;
 - (ii) if sent by post, two, or if posted from an address in another country, ten business days after the date of posting;
 - (iii) if sent by fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

EXECUTED as a DEED

Macquarie Bank Limited by its attorneys)
pursuant to a power of attorney dated 28)
March 2012 in the presence of:)

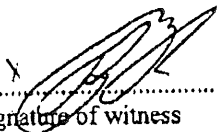

.....
Signature of witness

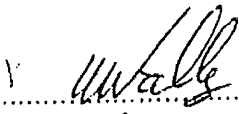

.....
Signature of attorney

Kevin McKean
.....
Name of witness (print)

Darren Selden
.....
Name of attorney (print)

Date: 22/03/2012


.....
Signature of witness

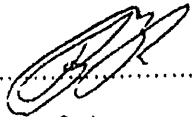

.....
Signature of attorney

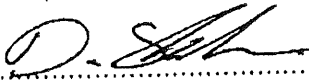
Kevin McKean
.....
Name of witness (print)

Kevin Kelly
.....
Name of attorney (print)

Date: 22/03/2012

Macquarie Financial Products)
Management Limited by its attorneys)
pursuant to a power of attorney dated)
28 March 2012 in the presence of:)

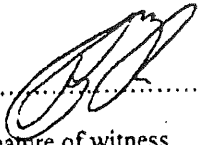

.....
Signature of witness



.....
Signature of attorney

Kevin McKean
.....
Name of witness (print)

Darren Selden
.....
Name of attorney (print)

Date: 22/03/2012

X 
Signature of witness

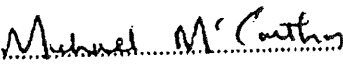
X 
Signature of attorney

1. Kelvin McKenna
Name of witness (print)

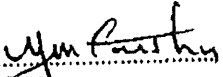
X Kevin Newy
Name of attorney (print)

Date: 22/02/2012


SIGNED SEALED AND DELIVERED BY
Southern Grampians Shire Council
By its authorised Delegate


Name of Delegate

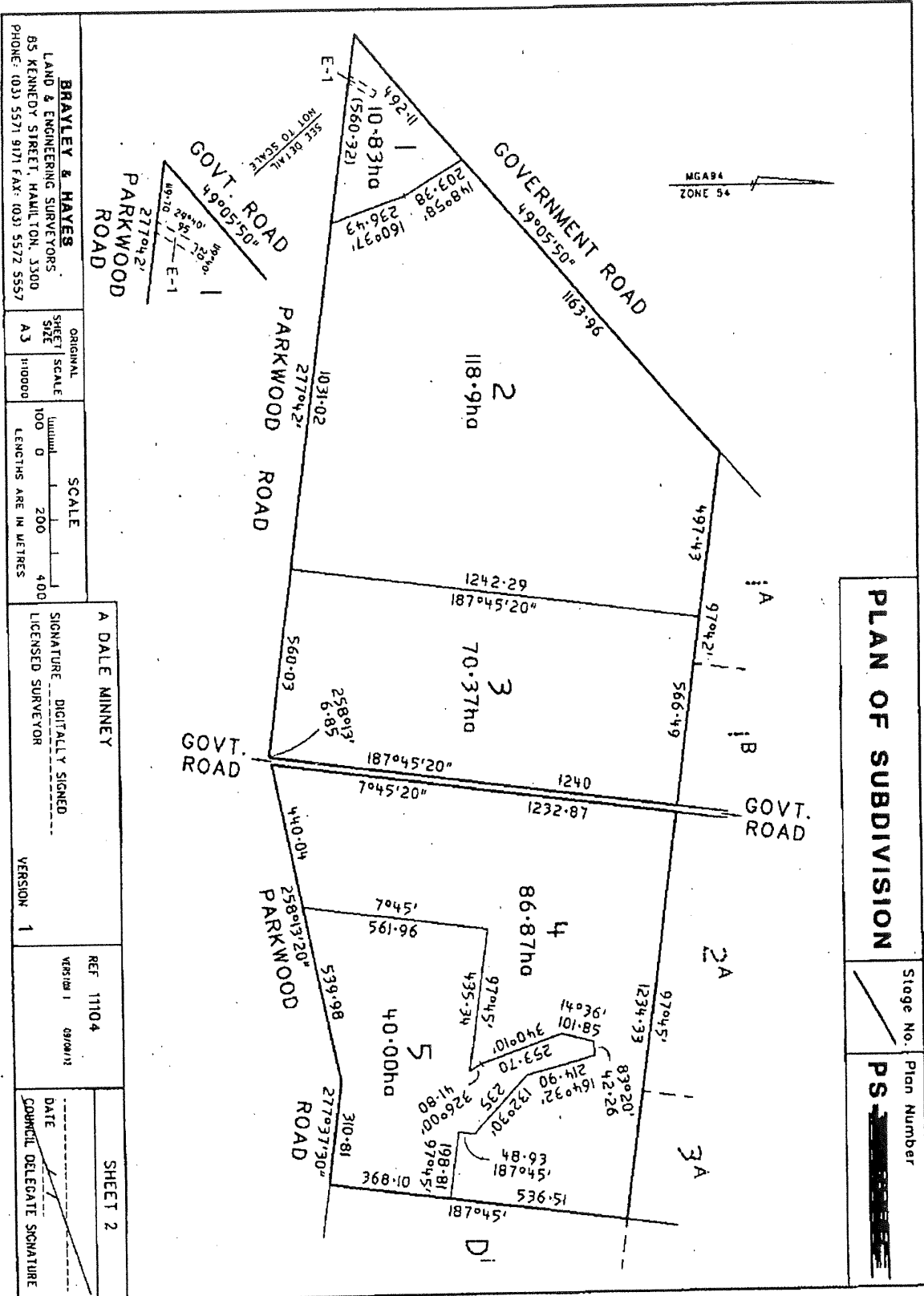
Under Delegation Dated 19.9.12


Signature of Delegate

Director Shire Futures
Title


Signature of Witness

Lucinda Peterson
Print Name of Witness



PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 11104**

BRAYLEY & HAYES
 LAND & ENGINEERING SURVEYORS
 85 KENNEDY STREET, HAMILTON, 3300
 PHONE: (03) 5571 9171 FAX: (03) 5572 5557

ORIGINAL SHEET SCALE: A3
 ORIGINAL SCALE: 1:10000
 SCALE: 100 0 200 400
 LENGTHS ARE IN METRES

A DALE MINNEY
 SIGNATURE DIGITALLY SIGNED
 LICENSED SURVEYOR
 VERSION 1

REF 11104
 VERSION 1 09/04/13

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

SHEET 2

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

641541

APPLICANT'S NAME & ADDRESS

TAITS LEGAL C/- INFOTRACK (AFFINITY) C/- LANDATA
MELBOURNE

VENDOR

GUEST GEM PTY LTD

PURCHASER

REFERENCE

352020

This certificate is issued for:

LAND CONTAINED IN VOLUME: 8138 FOLIO: 864 CROWN ALLOTMENT 1A SECTION 12 PARISH OF TOOLANG,
CROWN ALLOTMENT 1 SECTION 12 PARISH OF TOOLANG ALSO KNOWN AS MEINS ROAD BULART
SOUTHERN GRAMPIANS SHIRE

The land is covered by the:

SOUTHERN GRAMPIANS PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/southerngrampians>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

14 February 2020

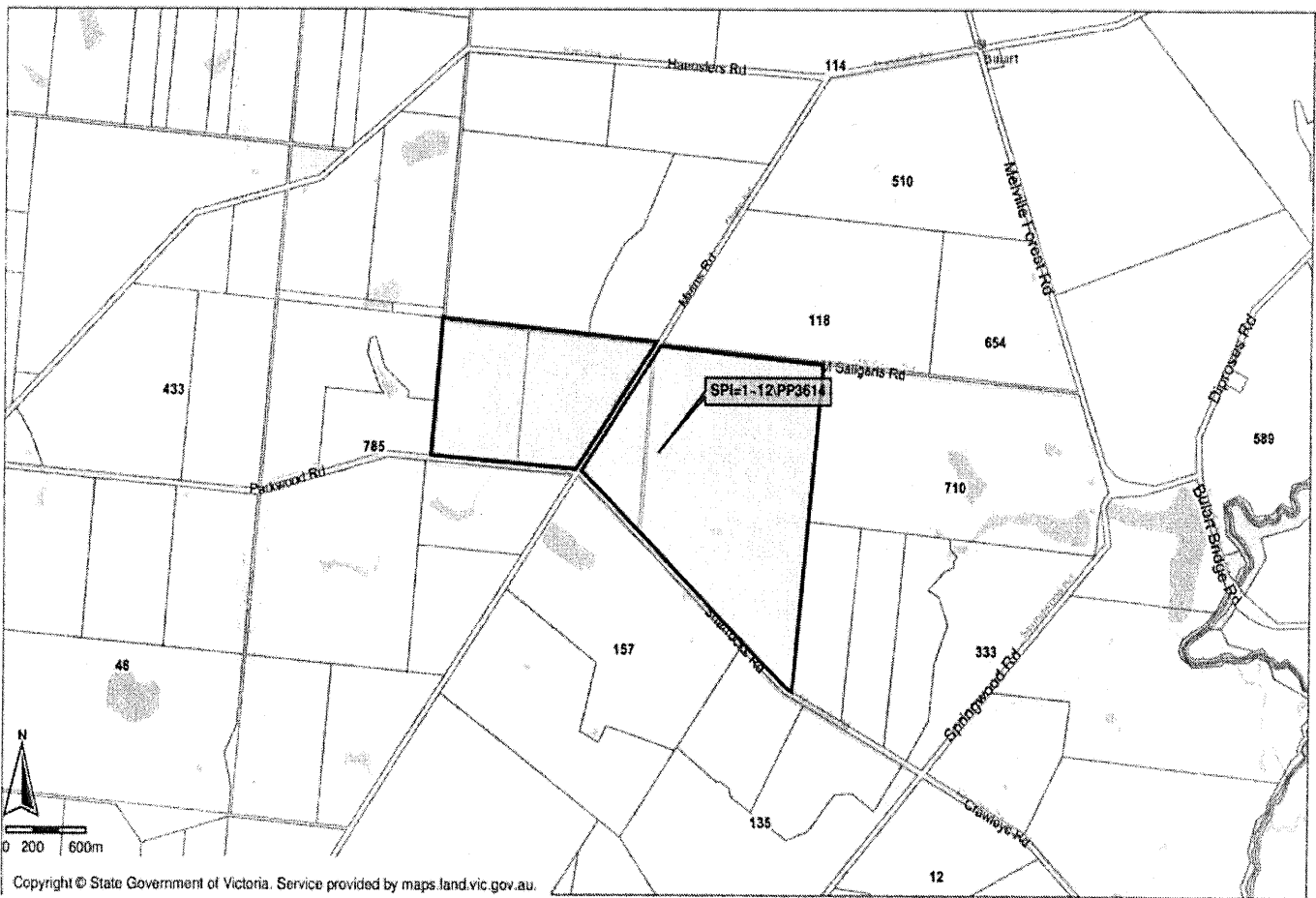
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 14 September 2020 01:43 PM

PROPERTY DETAILS

Address: **MEINS ROAD BULART 3314**

Crown Description: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **SOUTHERN GRAMPIANS** www.stharamprians.vic.gov.au

Council Property Number: **2017300.002550**

Planning Scheme: **Southern Grampians** [Planning Scheme - Southern Grampians](#)

Directory Reference: **Vicroads 72 G3**

This property has 6 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Wannon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

[View location in VicPlan](#)

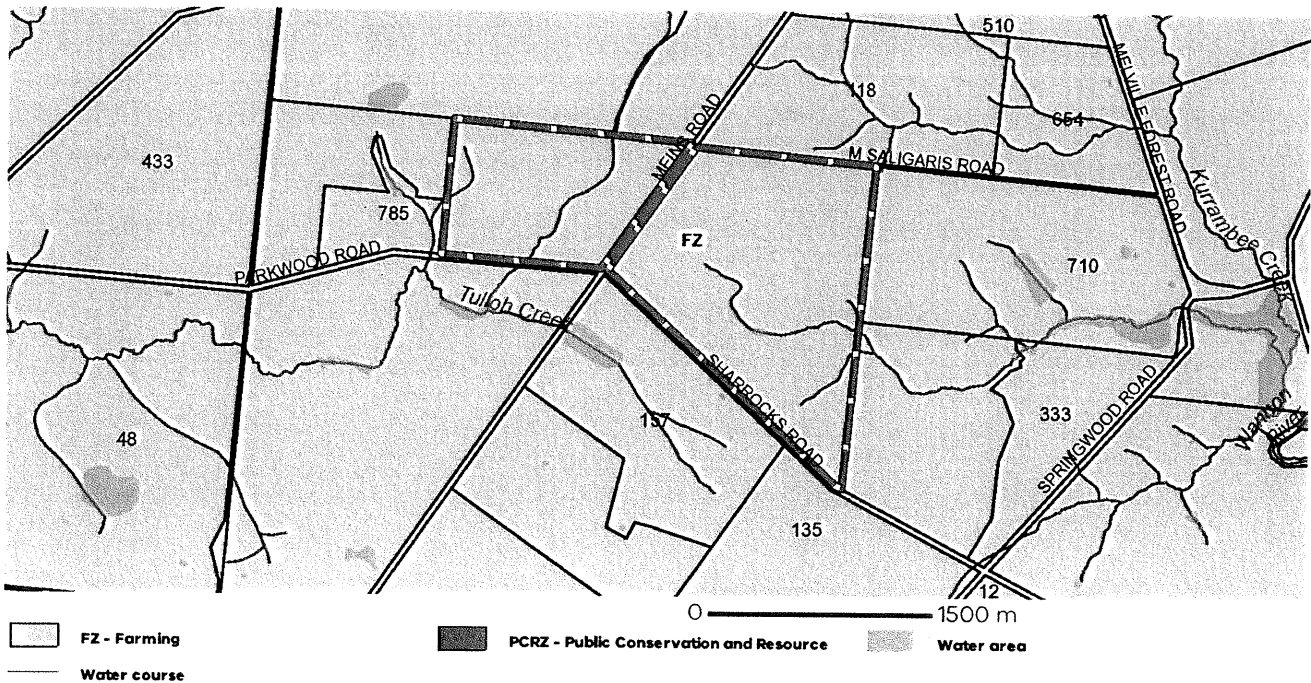
STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **LOWAN**

Planning Zones

[FARMING ZONE \(FZ\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

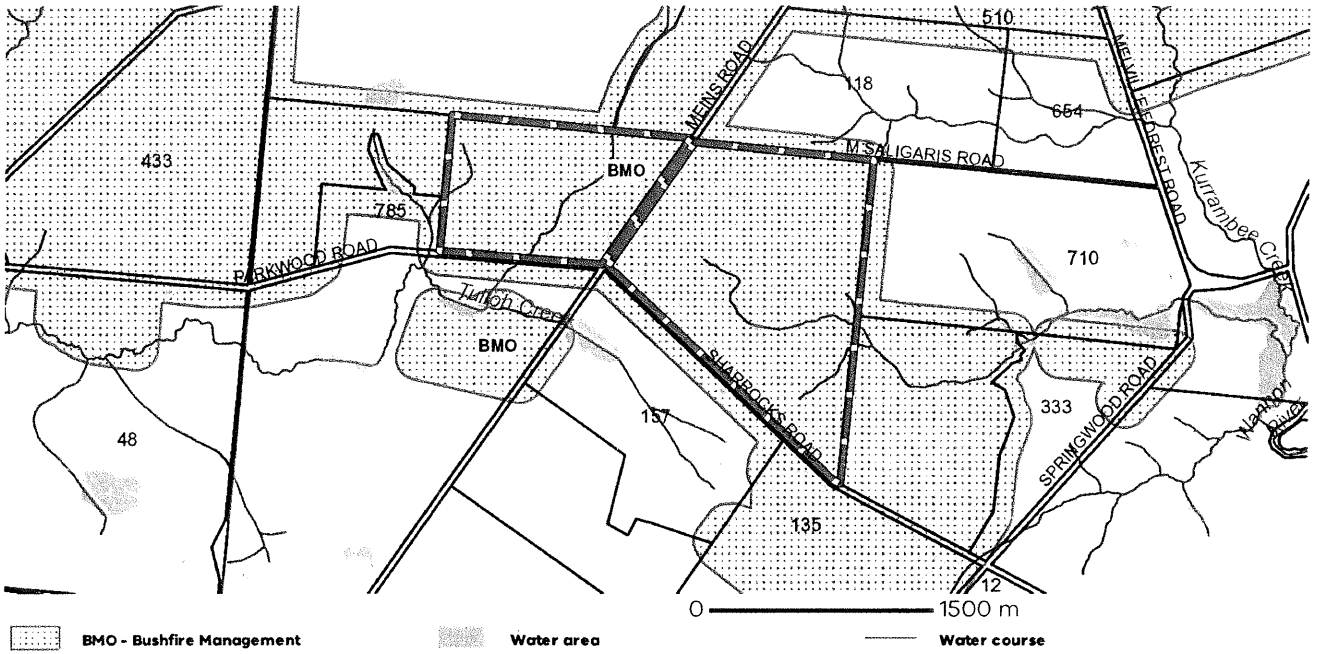
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

BUSHFIRE MANAGEMENT OVERLAY (BMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

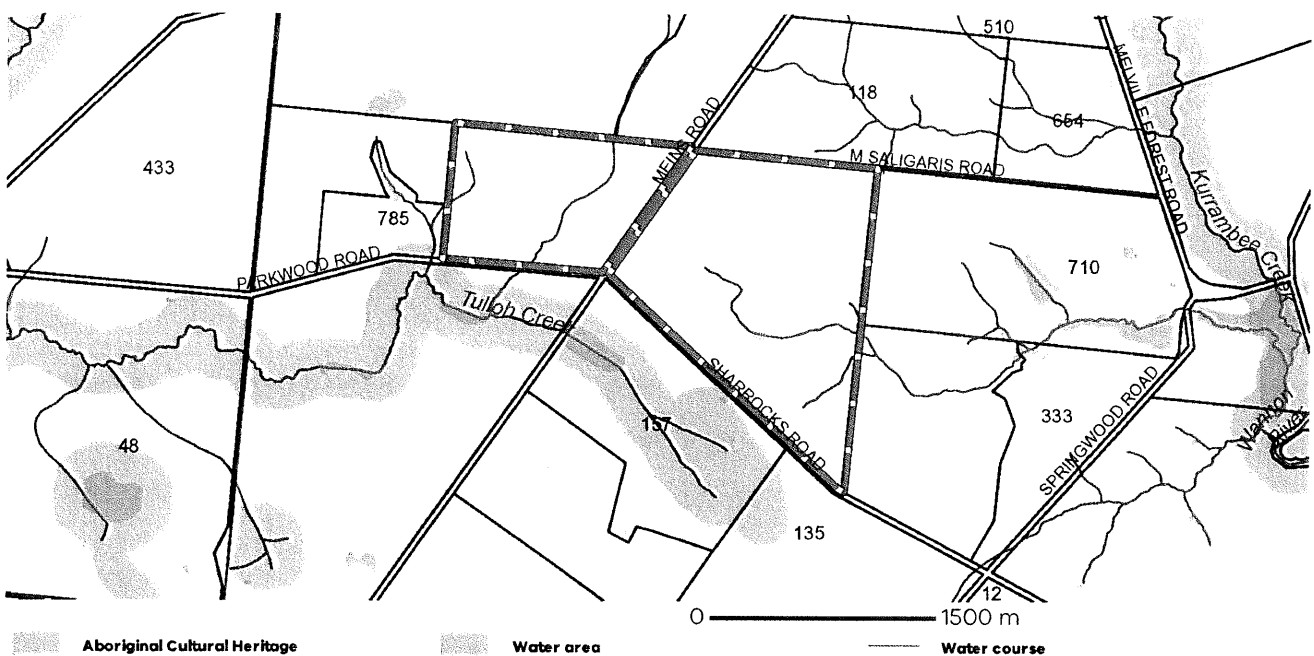
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



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Further Planning Information

Planning scheme data last updated on 9 September 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

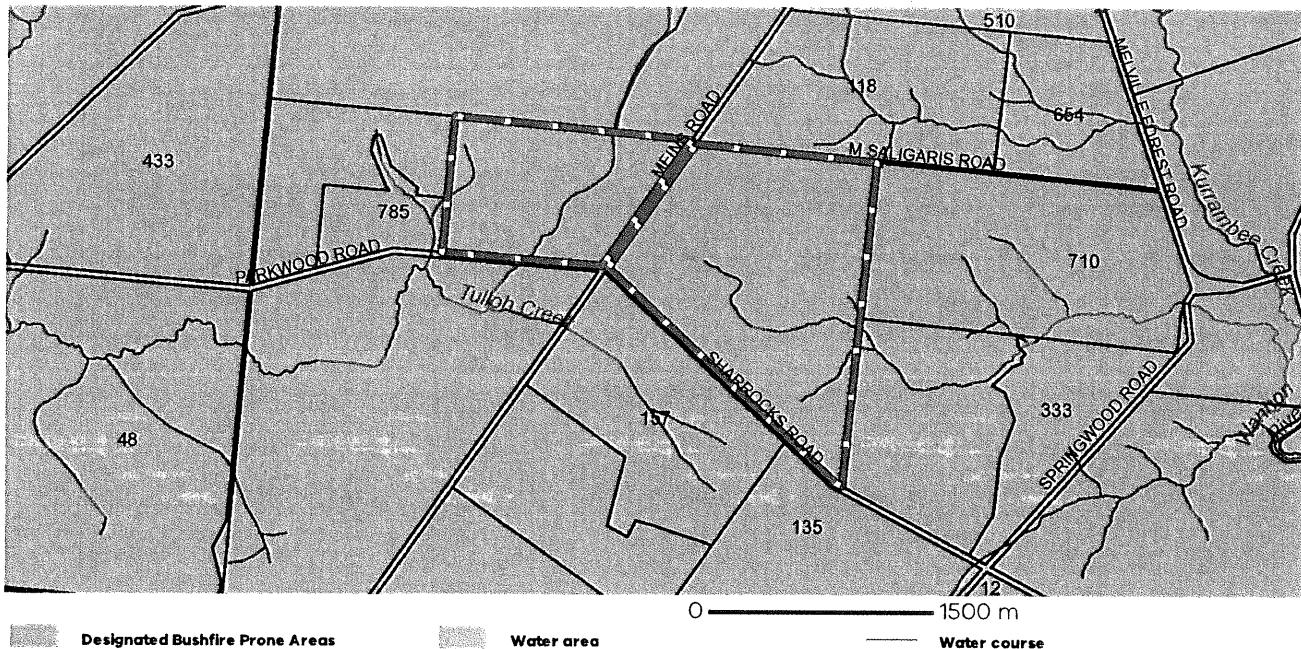
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



Southern Grampians
SHIRE COUNCIL

Business Centre:
111 Brown Street
Hamilton 3300
Telephone: (03) 5573 0444
Facsimile: (03) 5572 2910
TTY: (03) 5573 0458

Address all correspondence to:
Chief Executive Officer
Locked Bag 685
Hamilton 3300
council@sthgrampians.vic.gov.au
www.sthgrampians.vic.gov.au

LAND INFORMATION CERTIFICATE

IN ACCORDANCE WITH SECTION 229 OF THE LOCAL GOVERNMENT ACT 1989

Applicant

Landata
GPO Box 527
MELBOURNE VIC 3001

Date: 02/09/2020
Certificate No: 4165
Assessment Id: 12113
Applicant's Ref: 40315177-013-4

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, or under a local law of the Council.

This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Property No:	2017300.002550	Site Value:	\$570,000
Address:	Meins Road BULART 3314	Capital Improved Value:	\$570,000
		Net Annual Value:	\$28,500
Description:	CA D D1 E SEC11 CA1 1A	Level of Value Date:	01/01/2020
	SEC12 TOOLANG CA24	Operative Date:	01/07/2020
	SECA BULART 362.49HA		

STATEMENT OF RATES AND CHARGES 1 JULY 2020 TO 30 JUNE 2021.

RATES AND CHARGES

Rural Rural	\$1,906.08
Municipal Charge	\$203.00
Fire Levy Primary Production Variable	\$108.30
Fire Levy Primary Production Fixed	\$230.00
Brought Forward Balance:	\$0.00
Current Financial Year Legal Costs:	\$0.00
Current Financial Year Interest:	\$0.00
Pension Rebate's:	\$0.00
Payments (Current Financial Year):	\$0.00
Discount:	\$0.00
TOTAL RATES AND CHARGES OUTSTANDING:	\$2,447.38

Private Street Scheme: \$0.00

TOTAL AMOUNTS OUTSTANDING AS AT 02/09/2020: \$2,447.38

BPay Details: Biller Code: 25304 Reference No: 121137

LAND INFORMATION CERTIFICATE (CONT'D)
IN ACCORDANCE WITH SECTION 229 OF THE LOCAL GOVERNMENT ACT 1989

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL
LIABILITY/SUBDIVISIONAL REQUIREMENTS.**

There are no monies owed for works under the Local Government Act 1958 or an earlier act.

There is no potential liability for the land to become rateable under Section 173 or 174a of the Local Government Act 1989.

There are no outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 Subdivision of Land Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1958 the Local Government Act 1989 or under a Local Law of the Council.

A flood level has not been determined by Council.

PLEASE NOTE THE FOLLOWING:

1.This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, Local Government Act 1958, or under a local law of the council.

2.This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

3.Whilst this certificate may be updated verbally it should be noted that Council **will only be held responsible for information given in writing**, ie: a new certificate and not information provided or confirmed verbally.

4.In accordance with Section 175(1) Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

5.Interest will continue to accrue until such time as payment of outstanding rates and charges is made.

6.Balances shown subject to clearance of cheques etc.

The sum of twenty seven dollars (\$27.00) being the fee for this certificate has been received.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Southern Grampians Shire Council together with any notices or orders referred to in the certificate.



AUTHORISED OFFICER

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Taits Legal C/- InfoTrack (Affinity)
475-495 Victoria Avenue
CHATSWOOD 2067
AUSTRALIA

Client Reference: 352020

NO PROPOSALS. As at the 14th February 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

SHARROCKS ROAD, BULART 3314
SHIRE OF SOUTHERN GRAMPIANS

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 14th February 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 35329466 - 35329466124118 '352020'



**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

VOLUME 08138 FOLIO 864

Security no : 124085216234M
Produced 31/08/2020 03:17 PM

LAND DESCRIPTION

Crown Allotment 1 Section 12 and Crown Allotment 1A Section 12 Parish of Toolang.

PARENT TITLE Volume 05490 Folio 999
Created by instrument A274042 08/01/1957

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AM893376R 28/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893377P 28/06/2016
NATIONAL AUSTRALIA BANK LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 8 Forestry Rights Act 1996
V827850N 06/01/1999

DIAGRAM LOCATION

SEE TP559995Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

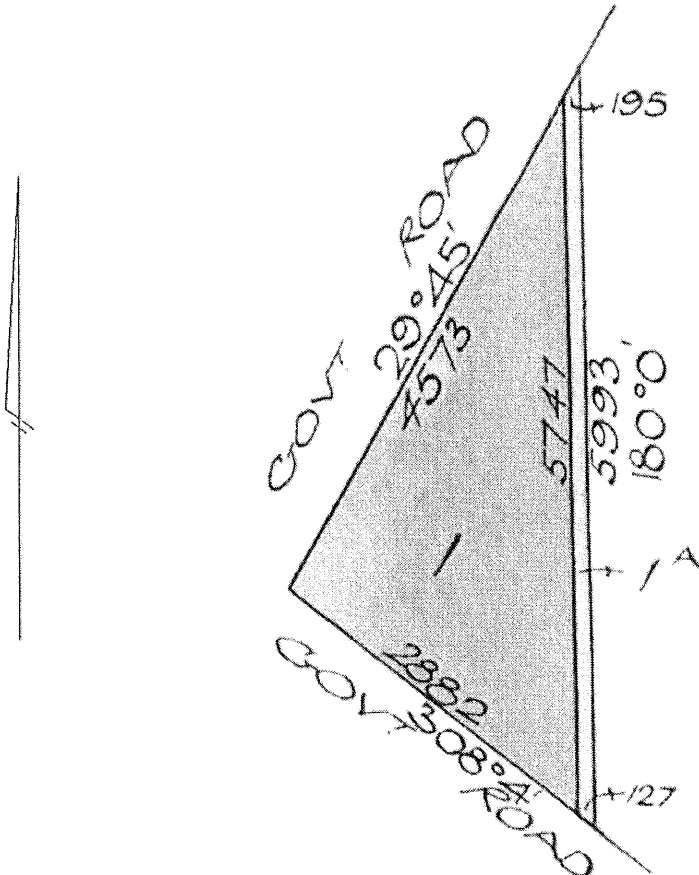
Additional information: (not part of the Register Search Statement)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

DOCUMENT END

TITLE PLAN	EDITION 1	TP 559995Q
<p>Location of Land</p> <p>Parish: TOOLANG</p> <p>Township:</p> <p>Section: 12</p> <p>Crown Allotment: 1, 1A</p> <p>Crown Portion:</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 8138 FOL 864</p> <p>Depth Limitation: 50 FEET (CA 1A)</p>	<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>	
<p>Description of Land / Easement Information</p>  <p>TOTAL AREA = 71A OR 2P</p>		<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 07/07/2000</p> <p>VERIFIED: GB</p>
<p>LENGTHS ARE IN LINKS</p>	<p>Metres = 0.3048 x Feet</p> <p>Metres = 0.201166 x Links</p>	<p>Sheet 1 of 1 sheets</p>

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10817 FOLIO 234

Security no : 124085217234A

Produced 31/08/2020 03:39 PM

LAND DESCRIPTION

Crown Allotment 24 Section A Parish of Bulart.
PARENT TITLE Volume 06586 Folio 186
Created by instrument AC982716K 15/07/2004

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AM893376R 28/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893377P 28/06/2016

NATIONAL AUSTRALIA BANK LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 8 Forestry Rights Act 1996
V827850N 06/01/1999

DIAGRAM LOCATION

SEE TP843334E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: SHARROCKS ROAD BULART VIC 3314

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

DOCUMENT END

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TITLE PLAN

EDITION 1

TP843334E

Location of Land

Parish: Bulart
Section: A
Crown Allotment: 24
Title References: Vol.6586 Fol.186
Depth Limitation: 15.24 m


Notations

SUBJECT TO THE RESERVATIONS EXCEPTIONS
CONDITIONS AND POWERS CONTAINED IN CROWN
GRANT VOL.6586 FOL.186 AND NOTED ON SHEET 2
ON THIS PLAN

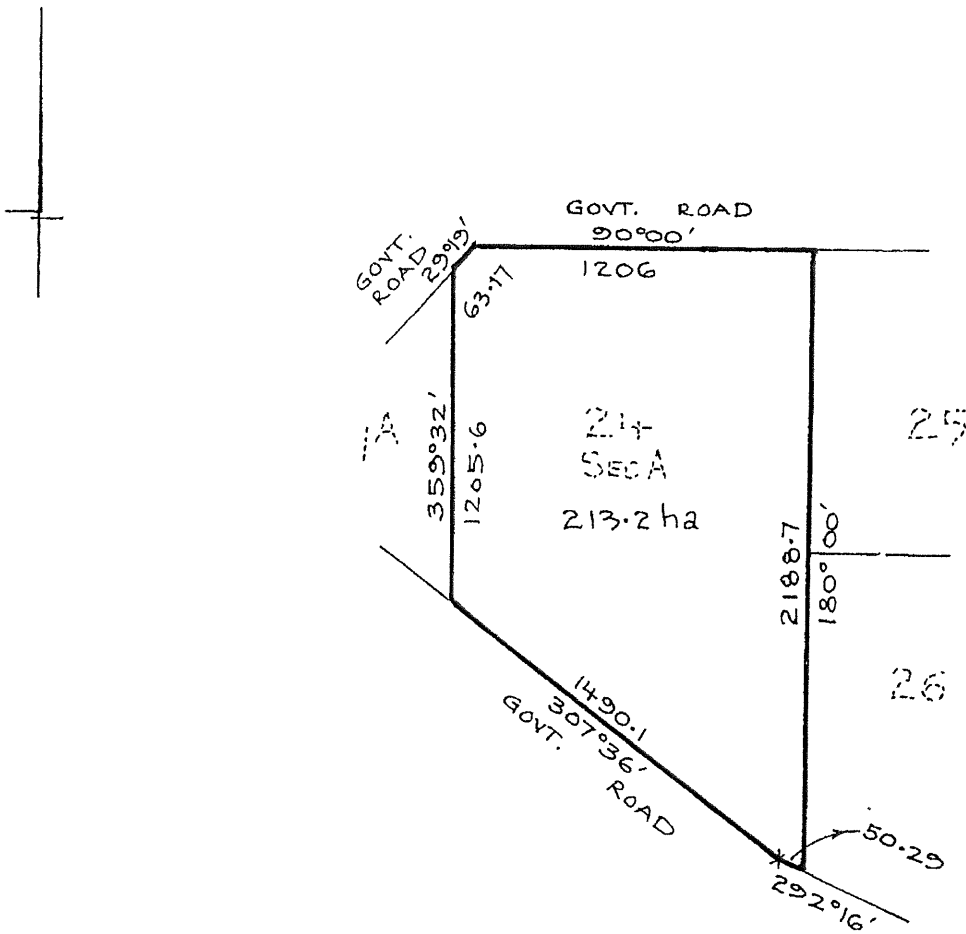
Easement Information

Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of

THIS PLAN HAS BEEN PREPARED FOR LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

Checked by 

Date 20,07,2004
Assistant Registrar of Titles



LENGTHS ARE IN METRES

SCALE

SHEET SIZE
A3

FILE NO: AC982716K

LAND VICTORIA
283 Queen Street Melbourne

Drawn By:

DEALING CODE:

Sheet 1 of 2

III THAT PIECE OF LAND in the said State containing
five hundred and twenty-six acres three roods and four perches more or less being Allotment twenty-four of
Section A in the Parish of Bulart County of Dundas

delimited with the measurements and abatals thereof in the map drawn in the margin of these presents and therein colored yellow. PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and minerals as defined in the *Mines Act 1925* in upon or under or within the boundaries of the land hereby granted. AND reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted. AND also reserving to Us Our heirs and successors—

- (i) all petroleum as defined in the *Mines (Petroleum) Act 1935* on or below the surface of the said land and
- (ii) the right of access for the purposes of searching for and for the operations of obtaining such petroleum in any part or parts of the said land and
- (iii) rights of way for access and for pipe-lines and other purposes necessary for obtaining and conveying such petroleum in the event of such petroleum being obtained in any part or parts of the said land.

LENGTHS ARE IN METRES

SCALE

SHEET SIZE
A3

FILE NO: AC982716K

LAND VICTORIA
283 Queen Street Melbourne

Drawn By:

DEALING CODE:

Sheet 2 of 2

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10817 FOLIO 133

Security no : 124085217227H

Produced 31/08/2020 03:39 PM

LAND DESCRIPTION

Crown Allotment D1 Section 11 Parish of Toolang.
PARENT TITLE Volume 07924 Folio 016
Created by instrument AC982710X 15/07/2004

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AM893376R 28/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893377P 28/06/2016
NATIONAL AUSTRALIA BANK LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP843328Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: SHARROCKS ROAD BULART VIC 3314

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

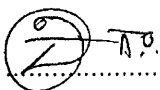
DOCUMENT END

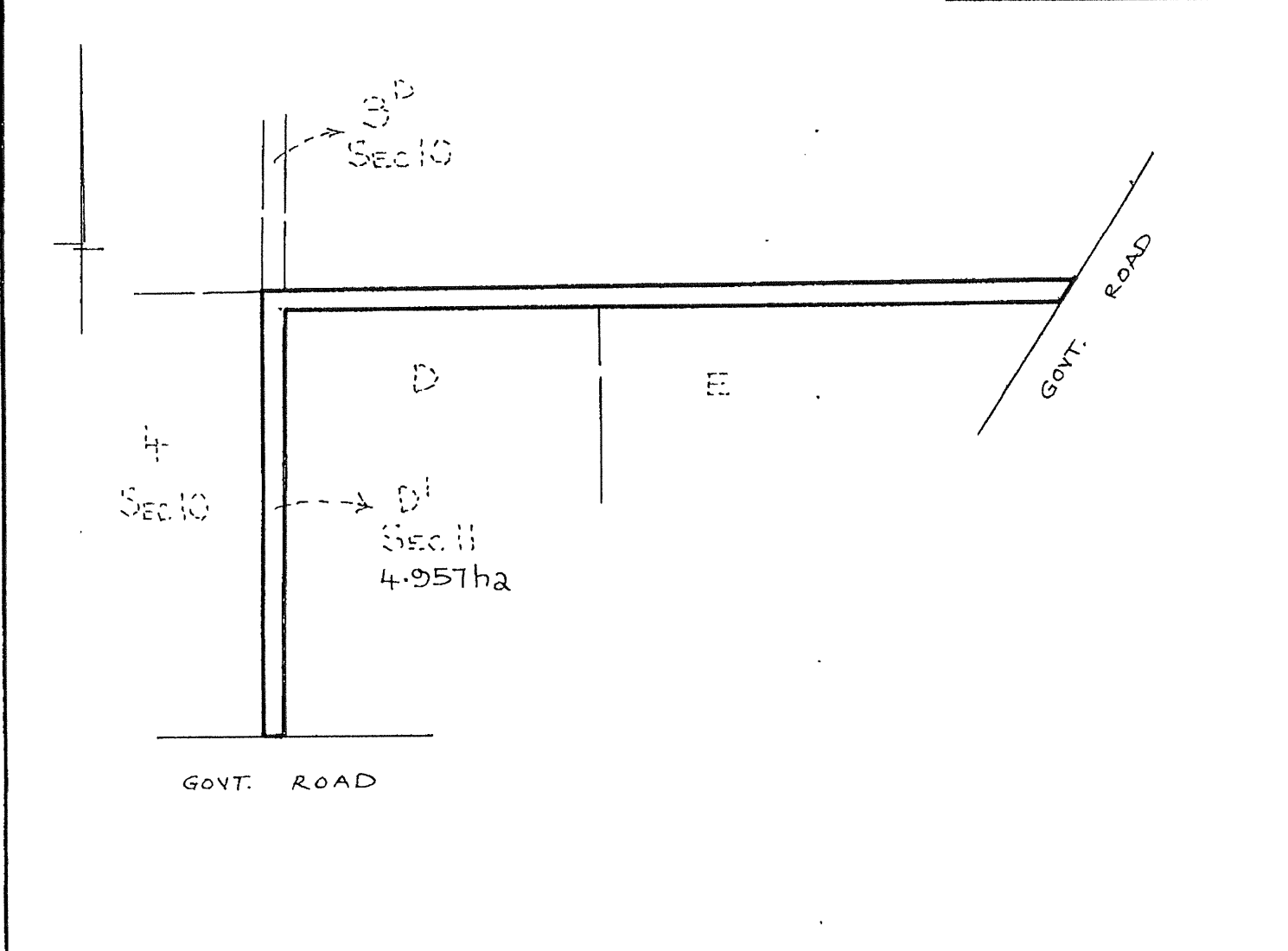
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TITLE PLAN		EDITION 1	TP843328Y
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<p><u>Location of Land</u></p> <p>Parish: Toolang Section: 11 Crown Allotment: D1 Last Plan Reference: Title References: Vol.7924 Fol.016 Depth Limitation: 15.24 metres</p>	<p><u>Notations</u></p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL..7924 FOL.016 AND NOTED ON SHEET 2 OF THIS PLAN</p>
---	--

Easement Information					<p>THIS PLAN HAS BEEN PREPARED FOR LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES</p> <p>Checked by  TP.</p> <p>Date 20, 07, 2004</p> <p>Assistant Registrar of Titles</p>
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of	



LENGTHS ARE IN METRES	SCALE	SHEET SIZE A3	FILE NO: AC982710X
-----------------------	-------	------------------	--------------------

LAND VICTORIA 283 Queen Street Melbourne	Drawn By:	DEALING CODE:	Sheet 1 of 2
---	-----------	---------------	--------------

All that piece of land in the said State containing
 twelve acres and one rood more or less being Allotment D096 of Section eleven in the Parish of Toolang
 County of Dundas

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein colored yellow. Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. Extending nevertheless unto Us Our heirs and successors all gold and silver and minerals as defined in the Mines Act 1928 in upon or under or within the boundaries of the land hereby granted. And reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted. And also reserving to Us Our heirs and successors—

- (i) all petroleum as defined in the Mines (Petroleum) Act 1935 on or below the surface of the said land and
- (ii) the right of access for the purpose of searching for and for the operations of obtaining such petroleum in any part or parts of the said land and
- (iii) rights of way for access and for pipe-lines and other purposes necessary for obtaining and conveying such petroleum in the event of such petroleum being obtained in any part or parts of the said land.

LENGTHS ARE IN METRES

SCALE

SHEET SIZE
A3

FILE NO: AC982710X

LAND VICTORIA
283 Queen Street Melbourne

Drawn By:

DEALING CODE:

Sheet 2 of 2

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 07735 FOLIO 141

Security no : 124085217221P
Produced 31/08/2020 03:39 PM

LAND DESCRIPTION

Crown Allotment D Section 11 Parish of Toolang.
PARENT TITLE Volume 05490 Folio 999
Created by instrument 2492550 22/05/1952

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AM893376R 28/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893377P 28/06/2016
NATIONAL AUSTRALIA BANK LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP307166R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: SHARROCKS ROAD BULART VIC 3314

DOCUMENT END

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Location of Land

Parish: TOOLANG
Township:
Section: 11
Crown Allotment: D,E
Crown Portion:

Notations

Last Plan Reference:

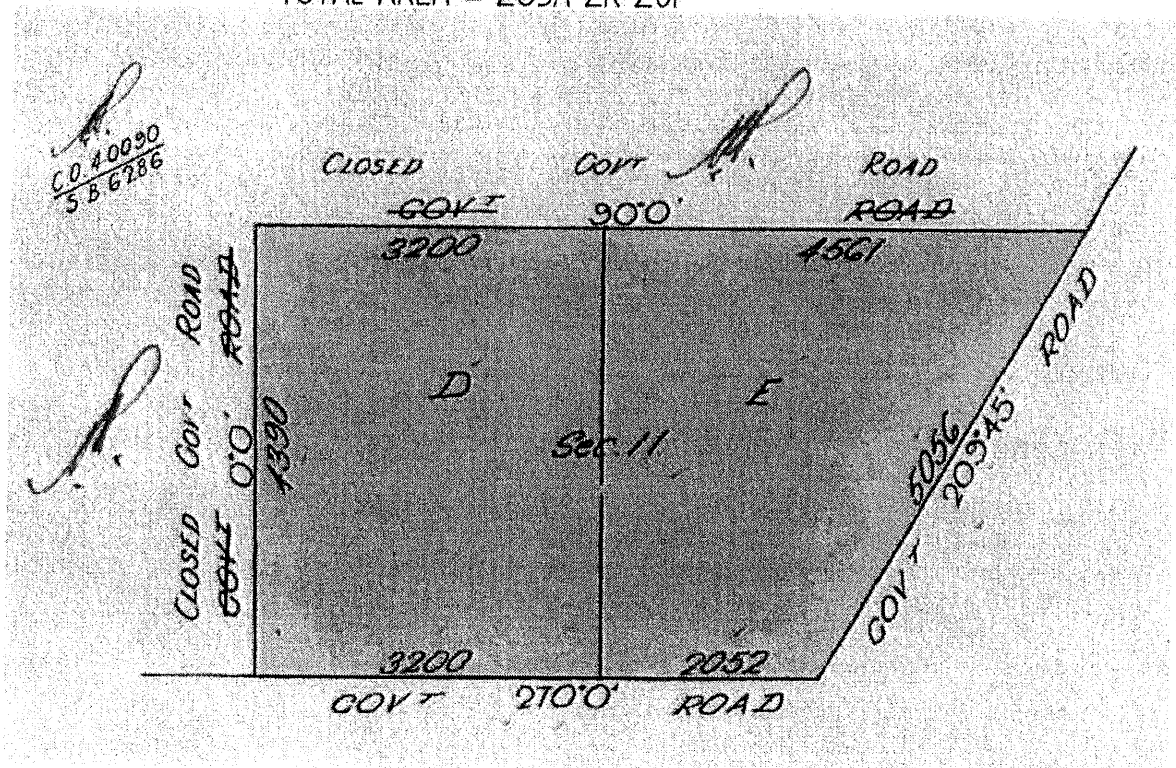
Derived From: VOL 7735 FOL 141
Depth Limitation: NIL

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 07/02/2000
VERIFIED: GB

TOTAL AREA = 285A 2R 20P



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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10817 FOLIO 102

Security no : 124085217225K

Produced 31/08/2020 03:39 PM

LAND DESCRIPTION

Crown Allotment E Section 11 Parish of Toolang.
PARENT TITLE Volume 07735 Folio 141
Created by instrument AC982712T 15/07/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
QUEST GEM PTY LTD of 36 STEPHENS PARADE BARWON HEADS VIC 3227
AM893376R 28/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM893377P 28/06/2016
NATIONAL AUSTRALIA BANK LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP307166R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: SHARROCKS ROAD BULART VIC 3314

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

DOCUMENT END

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Location of Land

Parish: TOOLANG
 Township:
 Section: 11
 Crown Allotment: D,E
 Crown Portion:

Notations

Last Plan Reference:

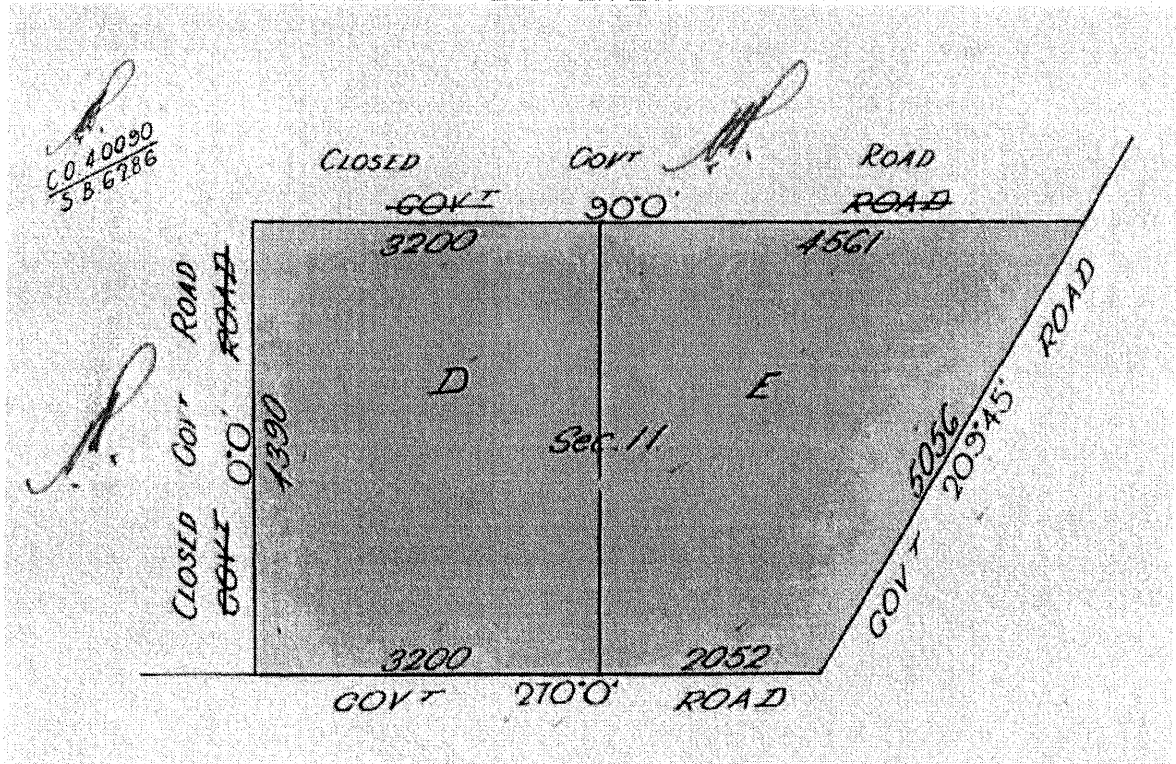
Derived From: VOL 7735 FOL 141
 Depth Limitation: NIL

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
 COMPILED: 07/02/2000
 VERIFIED: GB

TOTAL AREA = 285A 2R 20P





V827850N
060199 1434 MISC \$59



APPLICATION FOR RECORDING OF AN AGREEMENT

Application by: Green Triangle Plantation Forest Company of Australia Pty Ltd
ACN 076 013 806 ("the Forest Property Owner")
for the making of a recording of a Forest Property Agreement under Section 7, Forestry Rights Act 1996:

Lodged by:
Name: Baker & McKenzie
Phone: 96174242
Address: Rialto, 525 Collins Street Melbourne
Ref: BCW/JLM
Customer Code: 443M

The Forest Property Owner having entered into a Forest Property Agreement requires a recording to be made in the Register for the land.

Land: That part of the land contained in Certificates of Title Volume 8138 Folio 864 and Volume 6586 Folios 185 and 186 as enclosed by a ~~dashed~~ line on the enclosed plan marked A, D, V, W, Y, Z

Section and Act under which agreement made: Section 7(1) Forestry Rights Act 1996.

A copy of the agreement is attached to this application

Date: 6/1/99

Signed: *Baker & McKenzie*

Baker & McKenzie
The current practitioner within the meaning of the Legal Practice Act 1996 for the Applicant

AMENDED with consent of Solicitor *[Signature]*



(Torrens Title)

Green Triangle Plantation Forest Company of Australia Pty Ltd
ACN 076 013 806
(‘Grantee’)

KEN AND DAWN DACOMB
(‘Grantor’)

FOREST PROPERTY AGREEMENT



BAKER & McKENZIE
Solicitors

AMP Centre
50 Bridge Street
SYDNEY NSW 2000

Tel: (02) 9225 0200
Fax: (02) 9223 7711

Rialto
525 Collins Street
MELBOURNE VIC 3000

Tel: (03) 9617 4200
Fax: (03) 9614 2103



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DV827850N-3-1

Handwritten initials or signature, possibly "WAS" or "WAS" with a large "A" above it.

THIS AGREEMENT is made the 17th day of FEBRUARY 1998

BETWEEN

K & D Dacomb (ACN _____) of _____ "Tara"
CAVENDISH VIC 3314
("Grantor")

AND

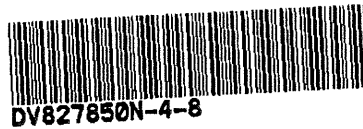
GREEN TRIANGLE PLANTATION FOREST COMPANY OF AUSTRALIA
PTY LTD ACN 076 013 806 of Pastoral & Veterinary Institute, Mt. Napier Road,
Hamilton in the State of Victoria ("Grantee")

RECITALS

- A The Grantor is registered or is entitled to be registered as the proprietor of the Land and accordingly is the Owner of the Land for the purposes of the Forestry Rights Act 1996.
- B The Grantee intends to plant, grow and harvest Trees on the Land and to produce Timber Products.
- C The Grantee has requested and the Grantor has agreed to grant to the Grantee a right to plant, grow, maintain, harvest, extract and remove Forest Property on the Land on the terms and subject to the conditions contained in this Agreement.

OPERATIVE PART

1. RECITALS ARE BINDING



The parties acknowledge that the recitals are true and correct and binding upon them.

2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

'Business Days' means weekdays (Monday to Friday) excluding public holidays and Bank holidays proclaimed in the State of Victoria;

'Commencement Date' means the commencement date of this Agreement which is specified in the Schedule;

'Encumbrances' means the encumbrances, reservations, restrictions or conditions, both registered and unregistered, to which the Land is subject, specified in the Schedule,

(Handwritten initials and signature)



'**Fee**' means the fee specified in the Schedule as and when reviewed in accordance with clause 8.2 subject to clauses 13.2 and 17.2;

'**Forest Property**' means:

- (a) all parts of Trees including any parts below the ground;
and
- (b) the products of Trees whether or not those products have become separated from those Trees prior to being harvested;

'**Force Majeure Event**' means any event beyond the reasonable control of the Grantee including but not limited to storm, Act of God, tempest, bush fire, insect plague;

'**Former Tree Crop Area**' means that part of the Land which has been excluded from the Tree Crop Area pursuant to a notice served by the Grantee under clause 17.1(b);

'**Grantee**' includes Green Triangle Plantation Forest Company of Australia Pty Ltd ACN 076 013 806, its employees, agents, contractors, subcontractors, successors and assigns;

'**Harvest**' means the felling, removal and chipping of a mature crop of Trees from and on the Land and the conversion in any way of a mature crop of Trees into Timber Products;

'**Land**' means the Land specified in the Schedule, as varied by agreement or pursuant to the provisions of this Agreement, or any part thereof and includes where the context requires any part of the Tree Crop Area and/or the Former Tree Crop Area;

'**Requirement**' means any requirement, notice, order, demand or direction received from or given by any governmental, semi-governmental, municipal or other competent authority;

'**Review Date**' means each anniversary of the Commencement Date;

'**Successful Growth Area**' means an area of Tree Crop Area where:

- (i) there exists more than 600 live Tree Stems per hectare; and
- (ii) the average height growth of the live Tree Stems is 1.5 metres or greater per year for each year that the Trees have been growing either from a seedling or as a coppice of stump;

'Statute' means any legislation of the Parliament of the Commonwealth of Australia or the Parliament of the State of Victoria and any rule, regulation, ordinance, by-law, statutory instrument, order or notice made thereunder;

'Term' means the term specified in the Schedule, subject to earlier termination under clause 18;

'Timber Products' means saleable product derived or derivable from the Trees;

'Tree Crop Area' means in respect of the first year of this Agreement, the area of the Land specified in the Schedule and, in respect of each subsequent Year, the additional area of the Land which in the Grantee's opinion is suitable for the planting of Trees subject to reassessment under clause 13 and subject also to the Grantee's rights under clause 17 which may result in a reduction of the Tree Crop Area;

'Trees' means trees of the species Eucalyptus globulus and other species planted or growing on the Land during the Term, excluding trees on the Land prior to the Commencement Date;

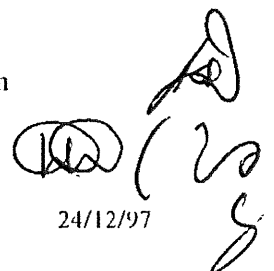
'Year' means a 12 month period (or a shorter period ending at the end of the Term) commencing on the Commencement Date or an anniversary thereof during the Term.

3. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency,




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- (g) a reference to a party includes its executors, administrators, successors and permitted assigns,
- (h) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (i) a reference to any legislation or statutory instrument or regulation is construed in accordance with the **Acts Interpretation Act 1901 (Cth)** or the equivalent State legislation, as applicable; and
- (j) if any matter or thing required to be done by a party hereto pursuant to a provision of this Agreement falls due to be done on a day which is not a Business Day, it shall be done on the next succeeding Business Day.

4. **FOREST PROPERTY AGREEMENT**

4.1 **Forest Property Agreement**

The Grantor and the Grantee acknowledge that this Agreement is made under Section 5 of the **Forestry Rights Act 1996 (Vic)** and is intended to be a Forest Property Agreement as defined in that Act and the parties acknowledge that it is intended that this Agreement be recorded by the Registrar of Titles on the relevant folio on the Register.

4.2 **Agreement to run with Land**

The obligations under this Agreement are intended to take effect as covenants which shall be annexed to and run at law with the Land and every part of it and bind the Grantor and the successors in title, assignees, transferees of the Grantor and the registered proprietor or proprietors for the time being of the Land and every part thereof.

5. **GRANT OF FOREST PROPERTY RIGHTS**


5.1 **Grant of Rights**

The Grantor grants to the Grantee for the Term the exclusive right to plant, maintain, remove, extract, harvest and transport Forest Property on and from the Tree Crop Area.

5.2 **Ownership of Forest Property**

The Grantor vests ownership of the Forest Property in the Grantee.




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5.3 Rights to Enter

The Grantor grants to the Grantee for the Term the right to enter the Land and carry out any works which are necessary for the purposes of planting maintaining or Harvesting the Forest Property.

5.4 Rights to Harvest

The Grantor acknowledges that only the Grantee has the right to Harvest any or all of the Trees at any time or times as it determines during the Term and that all Timber Products from the Trees belong to the Grantee absolutely. The Grantor further acknowledges that different parts of the Tree Crop Area may be Harvested by the Grantee in stages, as the Grantee determines.

5.5 Exclusive Right of Grantee

The Grantor acknowledges that only the Grantee and the Grantee's servants, agents, employees and contractors shall be permitted to plant, maintain, remove, extract, harvest and transport Forest Property on and from the Tree Crop Area.

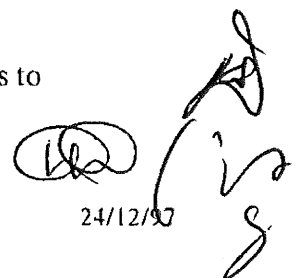
6. GRANT OF ANCILLARY RIGHTS



6.1 Rights during the Term

The Grantor grants to the Grantee for the Term on the terms and subject to the conditions of this Agreement, the following ancillary rights in respect of the Land which are in addition to the rights granted elsewhere in this Agreement:

- (a) clearing the Tree Crop Area and removing such vegetation, buildings or items from the Tree Crop Area as the Grantee deems reasonable to facilitate maximum use of the Tree Crop Area by the Grantee;
- (b) construction of appropriate drainage works, bridges, roadworks and log loading areas as the Grantee considers necessary to facilitate the growing or Harvesting of the Trees and access to the Land and the Tree Crop Area;
- (c) undertaking any preparatory works on the Land required prior to the planting of the Trees (including ripping, mounding and ploughing);
- (d) taking all reasonable steps (including poisoning, rabbit proof netting or any other appropriate means) to control insects, rabbits, other vermin and the growth of weeds and other plants to ensure maximum yield of Timber Products from the Trees;



- (e) supplying and applying such fertilisers as the Grantee considers necessary to ensure acceptable plantation establishment and growth of the Trees;
- (f) removing or extracting any and all Timber Products from any and all of the Trees and the Tree Crop Area as the Grantee deems fit;
- (g) growing the second crop of Trees from coppice, or, at the Grantee's sole discretion, replanting Trees after the first Harvest;
- (h) constructing and maintaining appropriate firebreaks around the Tree Crop Area;
- (i) taking such measures as the Grantee deems appropriate to prevent access by trespassers and secure the Land and the Trees;
- (j) erecting at the Grantor's cost or as otherwise agreed such fencing around the Land and/or the Tree Crop Area as the Grantee deems necessary, provided that the Grantee shall not be required to remove such fencing upon termination of this Agreement or maintain such fencing during the Term nor shall the Grantee be required to maintain any existing fencing in or around or on the Land or Tree Crop Area if such fencing is damaged through neglect by GPFL or GPFL contractors, such damage will be repaired at GPFL's cost; and
- (k) taking such other steps as are reasonably necessary for the good order and maintenance of the Trees planted on the Land.

6.2 Grantee's Right to Remove Equipment on Termination or Expiration

The Grantor shall allow the Grantee a period of 60 days from the expiration or sooner determination of this Agreement to remove from the Land its plant and equipment, implements and other items brought onto the Land by the Grantee. The provisions of this clause shall survive the termination or expiration of this Agreement.

6.3 Exercise of Rights

The parties acknowledge that the rights granted under clause 6.1 and 6.2 may or may not be exercised in the Grantee's absolute discretion.

7. CONDITION PRECEDENT

The parties agree that it is a condition precedent to this Agreement that the Grantor obtains at its sole cost consents in the form annexed to this Agreement and marked "A" from all of the holders of the Encumbrances (if any) prior to the Commencement Date.



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8. FEE

8.1 **Payment in Advance**

The Fee must be paid in advance on the second day of January in each calendar year during the Term of this Agreement and shall be calculated in respect of the period commencing on the first day of January and ending on the thirty-first day of December in each calendar year. The first such payment shall be made on the Commencement Date in respect of the period from the Commencement Date to the thirty-first day of December in the same calendar year as the Commencement Date. Thereafter, payments shall be made on the second day of January each year during the Term of this Agreement, provided that the final payment shall be calculated pro rata in respect of the period commencing on the first day of January in the year of expiry of this Agreement and ending on the date of expiration of this Agreement.

8.2 **Fee Review**

Subject to clauses 13 and 17, the Fee is to be reviewed on and from each Review Date to such amount as is the greater of (a) and (b) described below:

- (a) the Fee applicable immediately prior to that review date; and
- (b) the lesser of:
 - (i) the Fee applicable immediately prior to that review date multiplied by the Current CPI and divided by the Previous CPI; and
 - (ii) the Fee applicable immediately prior to that review date, plus six (6) per cent of the Fee applicable immediately prior to that review date,

where -

"Current CPI" means the Consumer Price Index (all groups) for Melbourne published by the Australian Statistician in respect of the quarter year ended 30 September prior to that review date, and

"Previous CPI" means, in respect of the first review date, the Consumer Price Index (all groups) for Melbourne published by the Australian Statistician in respect of the quarter year ended 30 September prior to the Commencement Date and means in respect of each subsequent review date the Consumer Price Index (all groups) for Melbourne published by the Australian



Statistician in respect of the quarter year on 30 September prior to the date of the review.

If this price index is discontinued, abolished, or rebased then the price index substituted for it by the Australian Statistician will be used for the calculations referred to above in this clause and if no price index is substituted for it by the Australian Statistician then such index or indices will be used as is agreed by the parties, or failing agreement as is determined by the President of the Institute of Chartered Accountants or his nominee, acting as an expert and not as an arbitrator, as most accurately reflecting the changes in the prevailing levels of prices of the commodities the prices of which are utilised in calculating this price index.

9. **OUTGOINGS**

The Grantor must pay as and when due all rates, impositions and charges payable on or in respect of the Land, including, without limitation, land tax, municipal rates, sewerage and water rates and the Grantor indemnifies the Grantee in relation to any liability for payment of such outgoings.

10. **GRANTEE'S OBLIGATIONS**

10.1 **Use of the Tree Crop Area**

The Grantee will only use the Tree Crop Area for the planting, growing, maintenance and Harvesting of Trees, the production, extraction and removal of Timber Products and any ancillary activities.

10.2 **Comply with Authorities**

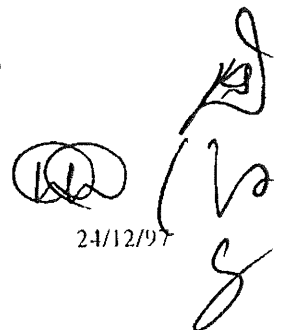
During the Term, the Grantee will comply with any and all Requirements and Statutes.

10.3 **No reinstatement upon Expiry**

Within a reasonable period after the expiry of this Agreement, such period being not greater than 12 months, the Grantee will restore access roads and ensure that all debris from Harvesting is confined within the Tree Crop Area, but the Grantor acknowledges that there is no obligation on the Grantee to reinstate the Land or any part thereof to its condition immediately prior to the Commencement Date or to:

- (i) remove any remaining Trees, stumps, bark, branches or foliage on the Land or any part thereof;
- (ii) remove, or destroy any access roads on or providing access to the Land or any part thereof;




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- (iii) restore any part of the Land or any part thereof to the level, layout or design that was in existence at the Commencement Date or to level any mounding on the Land; or
- (iv) undertake any other works whatsoever on the Land or any part thereof.

The provisions of this clause shall survive expiration of this Agreement.

10.4 Firebreak Costs

The Grantee will pay any costs incurred in clearing and in maintaining firebreaks as required by the Country Fire Authority or other regulatory body during the Term.

10.5 Grantee's obligations after reduction or early termination

- (a) If
 - (i) the Grantee reduces the Tree Crop Area under clause 17.1 and the cause of such reduction is not the Grantor's negligence nor the breach of any of its obligations hereunder, nor the occurrence of any Force Majeure Event ; or
 - (ii) the Grantee terminates this Agreement pursuant to clauses 17(c), 18.3(b) or (c) and the cause of such termination is not the Grantor's negligence nor the breach of any of its obligations hereunder, nor the occurrence of any Force Majeure Event; or
 - (iii) the Grantor terminates this Agreement pursuant to clause 18.2;

then, the Grantor may give written notice ("Re-establishment Notice") to the Grantee, within 20 Business Days after receiving notice under clauses 17.1(b), 18.3(b) or 18.3(c) or within 20 Business Days after giving notice under Clause 18.2 as the case may be, that the Grantor requires the Grantee to heap rocks, remove all stumps and debris and level mounds to an extent reasonably practicable to prepare the land ready for the Grantor to re-establish pasture on the Former Tree Crop Area in the case of sub-paragraph (i) above or on the whole of the Tree Crop Area in the case of sub-paragraphs (ii) and (iii) above (all such works being called "Re-establishment Works"). If a Re-establishment Notice is given by the Grantor, the Grantee will complete the Re-establishment Works within 12 months of the conclusion of the Harvest in the case of notice of termination given under clause 18.3(b) or within 12 months of the giving of the Re-establishment



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Notice in the case of notice of termination given under clauses 18.2 or 18.3(c).

- (b) If the Tree Crop Area is reduced pursuant to clause 17.1 as a consequence of a Force Majeure Event or if the Grantor does not give a Re-establishment Notice in respect of the Former Tree Crop Area to the Grantee within the period of 20 Business Days referred to in clause 10.5(a), the Grantee shall restore access roads in the Former Tree Crop Area and ensure that all debris from Harvesting in the Former Tree Crop Area is confined within the Former Tree Crop Area as if the provisions of clause 10.3 apply but subject to the limitations on the Grantee's obligations referred to in clause 10.3 and as if the reference in clause 10.3 to the "expiry of this Agreement" were a reference to the reduction of the Tree Crop Area" and as if the reference to "Tree Crop Area" were a reference to "Former Tree Crop Area".
- (c) If this Agreement is terminated pursuant to clauses 18.3(b) or (c), as a consequence of a Force Majeure Event, or if the Grantor does not give a Re-establishment Notice in respect of the whole of the Tree Crop Area to the Grantee within the period of 20 Business Days referred to in clause 10.5(a), the Grantee shall restore access roads and ensure that all debris from Harvesting is confined within the Tree Crop Area as if the provisions of clause 10.3 apply but subject to the limitations on the Grantee's obligations referred to in clause 10.3 and as if the reference in clause 10.3 to the "expiry of the Agreement" were a reference to the "termination of this Agreement pursuant to clauses 18.2, 18.3(b) or 18.3(c) as the case may be".
- (d) If
- (i) the Grantee gives notice to the Grantor of a reduction in the Tree Crop Area under clause 17.1; or
 - (ii) the Grantee gives notice of termination pursuant to clauses 18.3(b) or (c);

and the cause of such reduction or termination respectively is the Grantor's negligence or the breach of any of its obligations hereunder, then the Grantee shall have no obligation to restore access roads, tidy up debris or reinstate the Land or any part thereof to its condition immediately prior to the Commencement Date and, without limiting the generality of the foregoing, it shall have no obligation to undertake any of the actions referred to in paragraphs (i) to (iv) inclusive of clause 10.3;

- (e) The provisions of this clause 10.5 shall survive the termination of this Agreement.



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11. GRANTOR'S OBLIGATIONS

11.1 Quiet Enjoyment:

The Grantee complying with its obligations under this Agreement shall and may peaceably enjoy the rights and benefits of this Agreement for the Term without any interruption or disturbance from the Grantor or any other persons.

11.2 Not Reduce Tree Crop Area

The Grantor shall not do anything to or on the Land, which would reduce the Tree Crop Area or the potential yield from the Tree Crop Area.

11.3 Assist Grantee

The Grantor shall execute any documentation and assist in any other reasonable manner, the Grantee to obtain any necessary permit or licence or consent in respect of the use of the Land by the Grantee in accordance with this Agreement.

11.4 Not Graze Stock on Land

The Grantor shall not without the written consent of the Grantee graze stock on the Land or allow any stock to trespass on the Land;

11.5 Not Grant Mining Tenements

The Grantor shall not without the written consent of the Grantee, grant or consent to grant to any person a mining tenement on any part of the Land or any other right or interest which may prejudice the rights of the Grantee.

11.6 Keep Grantee Informed

The Grantor shall keep the Grantee advised of any matter of which the Grantor becomes aware which may threaten or cause damage to the Trees.

11.7 Provide Access to Grantee

The Grantor shall grant the Grantee during the Term full and free vehicular access at all times to the Land, including the Tree Crop Area. For the purposes of gaining access to the Land and the Tree Crop Area the Grantor grants to the Grantee for the Term a licence to use at all times such parts of any land which adjoins the Land as may be agreed from time to time between the Grantor and the Grantee ("the Licensed Area"). The licence shall bind all successors in title and assigns of the Grantor in respect of the Licensed Area. In the event that the Grantor sells, leases,



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subdivides or deals with the Licensed Area in any way then the Grantor shall ensure that it shall be a condition of any contract, lease or other document that any purchaser, lessee or third party or person granted rights in respect of the Licensed Area shall be bound by this licence to the Grantee.

11.8 Water

The Grantor shall allow the Grantee to use water as it reasonably requires at no cost provided that the Grantee shall not be entitled to use such water for irrigation purposes.

11.9 Failure to Satisfy Obligations

Any obligation not performed by the Grantor under this Agreement, may be performed by the Grantee and the cost of performing that obligation will be a debt due by the Grantor to the Grantee and the Grantee may deduct that actual cost from the next payment of the Fee.

12. DANGEROUS SUBSTANCES

Except in accordance with the provisions of this Agreement neither party will during the Term, store or use any chemical, inflammable, noxious or dangerous substance on the Land in a manner which may be liable to cause damage to the Land, lands adjoining the Land, the Trees, water courses on the Land or any livestock on the Land.

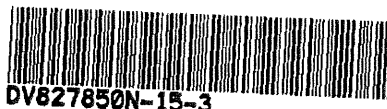
13. RESURVEY AND REASSESSMENT OF TREE CROP AREA

13.1 Resurvey

At any time during the Term the Tree Crop Area may be resurveyed by and at the expense of the Grantee and the results of that resurvey shall be notified in writing to the Grantor.

13.2 Reassessment of Tree Crop Area

Based on the results of the resurvey referred to in clause 13.1, the Grantee may at its election reassess the Tree Crop Area by giving a further written notice to the Grantor. From the date of that notice, the Tree Crop Area shall be increased or reduced by the resurveyed amount and the Fee will be proportionately increased or reduced to reflect the increase or reduction in the Tree Crop Area.



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14. GRANTOR'S WARRANTIES

14.1 Exclusive Possession

The Grantor warrants that it possess and occupies the Land as legal and beneficial owner to the exclusion of any and all other persons free and clear of all encumbrances other than the Encumbrances and no other person is in occupation of or is using the Land and there are no rights or claim of adverse possession subsisting in relation to the Land and no option to purchase or lease the Land has been granted to any person.

14.2 Claims and Notices

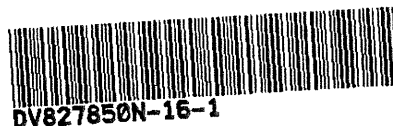
The Grantor warrants that it is unaware that any of the following is or are in existence, pending or outstanding in relation to against, or affecting the Land:

- (i) public rights of way or easements;
- (ii) Requirements;
- (iii) litigation or other proceedings which could have a material adverse affect on this Agreement or the Grantee's rights in respect of the Land.

14.3 Environmental Warranty

The Grantor warrants to the Grantee that, as at the date of this Agreement, the Land to the best of the Grantor's knowledge:

- (i) is not and has never been subject to any order, notice, report, offence, prosecution, proceeding, fine, audit requirement or other demand or requirement issued by the Environment Protection Authority or any other Government or regulatory authority pursuant to the **Environment Protection Act, 1970** (as amended) or any other act whether State or Federal; or
- (ii) is not and never has been polluted by any notifiable chemical, waster (including industrial waste) or chemical substance, or dealt with in a manner which has rendered or is likely to render it an environmental hazard, as these are defined under the **Environment Protection Act, 1970** (as amended); or
- (iii) does not represent or has never represented a public health risk, a substantial risk of environmental damage or threat to the public at large.



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14.4 Information True and Correct

The Grantor warrants that all information the Grantor has given to the Grantee is true and correct and all material information relating to the Land which the Grantor ought reasonably to have provided to the Grantee has so been provided.

15. ASSIGNMENT

The Grantor shall not unreasonably withhold or delay its consent to the Grantee assigning its interest in this Agreement.

16. TRANSFER OR ENCUMBRANCE OF LAND BY THE GRANTOR

The Grantor agrees to obtain the written consent of the Grantee before selling, transferring, mortgaging, charging or otherwise encumbering or parting with possession to any other party of the Land or granting any interest (whether legal or equitable) or option in respect of the Land during the Term and such consent shall not be unreasonably withheld.

17. REDUCTION OF TREE CROP AREA


17.1 Reduction of Tree Crop Area

- (a) The Grantee may reduce the area of the Tree Crop Area if any part of the Tree Crop Area is not a Successful Growth Area or if in the opinion of the Grantee, whether due to a Force Majeure Event or for any reason whatsoever, any part of the Tree Crop Area has ceased to be a Successful Growth Area.
- (b) The Grantee shall give written notice to the Grantor of the area of the Tree Crop Area which it has determined should be reduced pursuant to this clause and the Tree Crop Area shall be so reduced from the expiration of 20 Business Days from the date of that notice.
- (c) The Grantee may, at the Grantee's discretion, Harvest the Former Tree Crop Area after the reduction in Tree Crop Area described in clause 17.1(a) and (b).

17.2 Reduction of Fee

If the area of the Tree Crop Area is reduced under clause 17.1, the Fee will be proportionately reduced to reflect the reduction in Tree Crop Area.




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18. TERMINATION

18.1 Grantee's Rights of Termination

The Grantee may terminate this Agreement by serving notice of termination in writing on the Grantor at any time after the occurrence of any one or more of the following events:

- (i) the area of the Tree Crop Area has fallen or falls below 10 hectares, whether due to a Force Majeure Event or not, or
- (ii) the Australian Government refuses to grant or renew any export licences relating to woodchips as are necessary to enable the Timber Products to be exported or agrees to grant or renew any such export licences but only on terms and conditions which are unsatisfactory to the Grantee; or
- (iii) the first or second crop of Trees is destroyed or rendered unsaleable, or the Grantee otherwise deems it to be uneconomical for the Grantee to continue to maintain or Harvest the Trees (including Harvesting the first crop of Trees and/or growing a second crop of Trees after the first Harvest), and in either case whether due to a Force Majeure Event or not; or.
- (iv) the Grantor breaches any provision of this Agreement and fails to remedy the breach within 30 days after service on it of a notice requiring it to remedy that breach or breaches a material provision of this Agreement where that breach is not capable of remedy.

18.2 Grantor's Right of Termination

This Agreement may be terminated by the Grantor serving notice of termination in writing on the Grantee, such notice being effective immediately, if the Grantee breaches any provision of this Agreement and fails to remedy the breach within 30 days after service on it of a notice requiring it to remedy that breach or breaches a material provision of this Agreement where that breach is not capable of remedy; provided that this clause shall not apply if any breach by the Grantee occurs as a result of a Force Majeure Event, the Grantor's negligence or the breach by the Grantor of any of its obligations hereunder.

18.3 Effect of Early Termination by Grantee

- (a) If the Grantee elects to serve a notice of termination on the Grantor pursuant to clause 18.1, such notice may be expressed to be effective either at the expiration of 20 Business Days from the date that such notice was served on the Grantee or, if the Grantee considers in its discretion that it will be economically viable to



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Harvest the Trees in the future, the notice may be expressed to be effective at the conclusion of the Harvest of the Trees.

- (b) If the Grantee serves a notice of termination on the Grantor which is expressed to be effective at the conclusion of the Harvest of the Trees then, until the conclusion of such Harvest, the Grantor and the Grantee must continue to observe and perform their respective obligations under this Agreement. At the conclusion of such Harvest, which shall be deemed to have occurred upon service of a notice on the Grantor by the Grantee certifying that the Harvest has been concluded, this Agreement shall be automatically terminated, except for clause 6.2 and clause 10.5.
- (c) If the Grantee serves a notice of termination on the Grantor which is expressed to be effective upon the expiration of 20 Business Days from the date that such notice was served on the Grantee then upon the expiration of the said 20 Business Days from the service of that notice, this Agreement shall be terminated, except for clause 6.2 and clause 10.5 and unless the Grantor gives the Grantee a Re-establishment Notice in accordance with the provisions of clause 10.5, ownership of the Trees shall be vested in the Grantor as the Grantor's absolute property free from any rights of the Grantee under this Agreement.

18.4 Preservation of Rights

Termination of this Agreement under this clause shall be without prejudice to the rights of either party in respect of any antecedent matter or thing.

19. INSURANCE

19.1 Grantee's Insurance

The Grantee will not maintain for the benefit of the Grantor any insurance over the Trees against any loss or damage and the Grantor shall make no claim in relation to the Trees or the insurance over them. If the Grantee in its absolute discretion chooses to effect insurance of the Trees the proceeds of any claim under that insurance will be used at the sole discretion of the Grantee.

19.2 Preservation of Insurance Policies

Neither party will do or allow anything which may result in:

- (a) any insurance held in respect of the Land, any adjoining property or the Trees becoming unenforceable; or



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- (b) any increase in the premium payable in respect of that insurance.

19.3 **Keeping of Flammable Material**

Neither party will either on or near the Land, keep or use any flammable or otherwise hazardous material, or create or allow to exist or to continue any fire hazard, except to the extent that such material is reasonably required to be used in promoting the growth of or Harvesting the Trees.

20. **COMPLIANCE WITH STATUTES**

The Grantor will comply with any Statutes and Requirements which require work to be carried out on the Land.

21. **WAIVER**

- (a) A waiver of a provision of or right under this Agreement is effective only if it is in writing signed by the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right does not preclude any other or further exercise of that right or the exercise of any other right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
- (e) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

22. **NOTICES**

22.1 **Address for Notices**

All Notices must be:

- (a) in writing;
- (b) addressed to the recipient at the address or facsimile number set out below or to any other address or facsimile number a party may notify to the other:
- (i) to the Grantor: Mr and Mrs K Dacomb

Address: "Tara"
CAVENDISH VIC 3314



Attention: Mr and Mrs Dacomb

Facsimile No (03) 55 74 12 15

- (ii) to the Grantee: Green Triangle Plantation Forest
Company of Australia Pty Ltd

Address: Pastoral and Veterinary Institute
Mt. Napier Road
HAMILTON VICTORIA 3300

Attention: The Managing Director

Facsimile No: (03) 5571 2525

- (c) sent to the recipient by hand, prepaid post (airmail if outside Australia) or facsimile; and
- (d) signed by a person duly authorised by the sender.

22.2 Time of Receipt

Without limiting any other means by which a party may be able to prove that a Notice has been received by another party, a Notice will be deemed to be duly received:

- (a) if sent by hand, when left at the address of the recipient;
- (b) if sent by pre-paid post, 5 days (if posted within Australia to an address in Australia) or 10 days (if posted from one country to another) after the date of posting; or
- (c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

However, if a Notice is received on a day which is not a Business Day, or is received after 5.00pm on any Business Day, that Notice will be deemed to be duly received at 9.00am on the first Business Day after that day.



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23. COSTS AND EXPENSES

23.1 Legal Costs

Each party must bear its own costs of preparing and executing this Agreement.

23.2 Stamp Duty

The Grantee must pay all stamp duty on this Agreement and on any document executed to give effect to this Agreement.

24. ENTIRE AGREEMENT

This Agreement (together with any documents referred to in this Agreement or executed simultaneously in connection with this Agreement) comprises the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations and correspondence.

25. JOINT AND SEVERAL LIABILITY

If a party comprises two or more persons, the provisions of this Agreement binding that party bind those persons jointly and severally.

26. GENERAL

26.1 Grantor has Read Agreement

The Grantor acknowledges that this Agreement has been carefully read and understood by it before execution and that the Grantee encouraged the Grantor to seek independent advice before execution.

26.2 No Partnership

This Agreement does not create or evidence a partnership between the parties, not does it empower either party to act as agent of the other.

26.3 Severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in full force and effect.

27. TIME OF ESSENCE

Time is of the essence for the purposes of any time limit specified in this Agreement.



(Handwritten signatures and initials)

28. AGREEMENT BINDS SUCCESSORS

This Agreement will apply to the Grantor's executors, administrators and assigns or for a corporation, to its successors and assigns as if they were parties to it.

29. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of Victoria.

30. JURISDICTION

- (a) Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.
- (b) Each party agrees that any document required to be served may be served in the manner in which Notices may be given under clause 22.

EXECUTED as a Deed on the 17 day of FEB 1998

THE COMMON SEAL of)
)
 was hereunto affixed in)
 accordance with its Articles)
 of Association in the)
 presence of:)



[Signature]
Director

[Signature]
Director/Secretary

Katsumi Kaneda
Name of Director

Tetsuo Sano
Name of Director/Secretary

THE COMMON SEAL of)
GREEN TRIANGLE)
PLANTATION FOREST)
COMPANY OF AUSTRALIA)
PTY LTD was hereunto affixed in)
 accordance with its Articles)
 of Association in the)
 presence of:)



[Signature]

[Signature]

[Signature]



Director

Director/Secretary

Katsumi Kaneda

Tetsuo Sano

Name of Director

Name of Director/Secretary

SIGNED SEALED AND
DELIVERED by the said

in the presence of:

)
)
)
)

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
Witness



[Handwritten initials]

SCHEDULE

GRANTOR:

KS + DR JACOMB

COMMENCEMENT DATE

The 17 day of Feb 19 98

ENCUMBRANCES

Mortgage to: Rural Finance Corporation

Other Encumbrances:



DV827850N-25-1

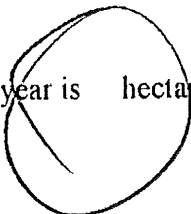
LAND

The land located at Cavendish being more particularly described as that part of the land contained in Certificate of Title Volume Folio and outlined in a ~~dashed~~ line on the attached Plan.

make a D, V, N, Y # 2

8138	864
6586	185
6586	186

TREE CROP AREA

Tree Crop Area for the first year is  hectares.

FEE

The annual fee is:

(a) for the first Year, \$100 per hectare of Tree Crop Area;

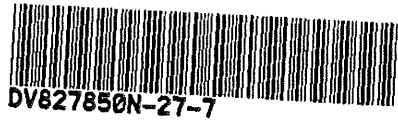
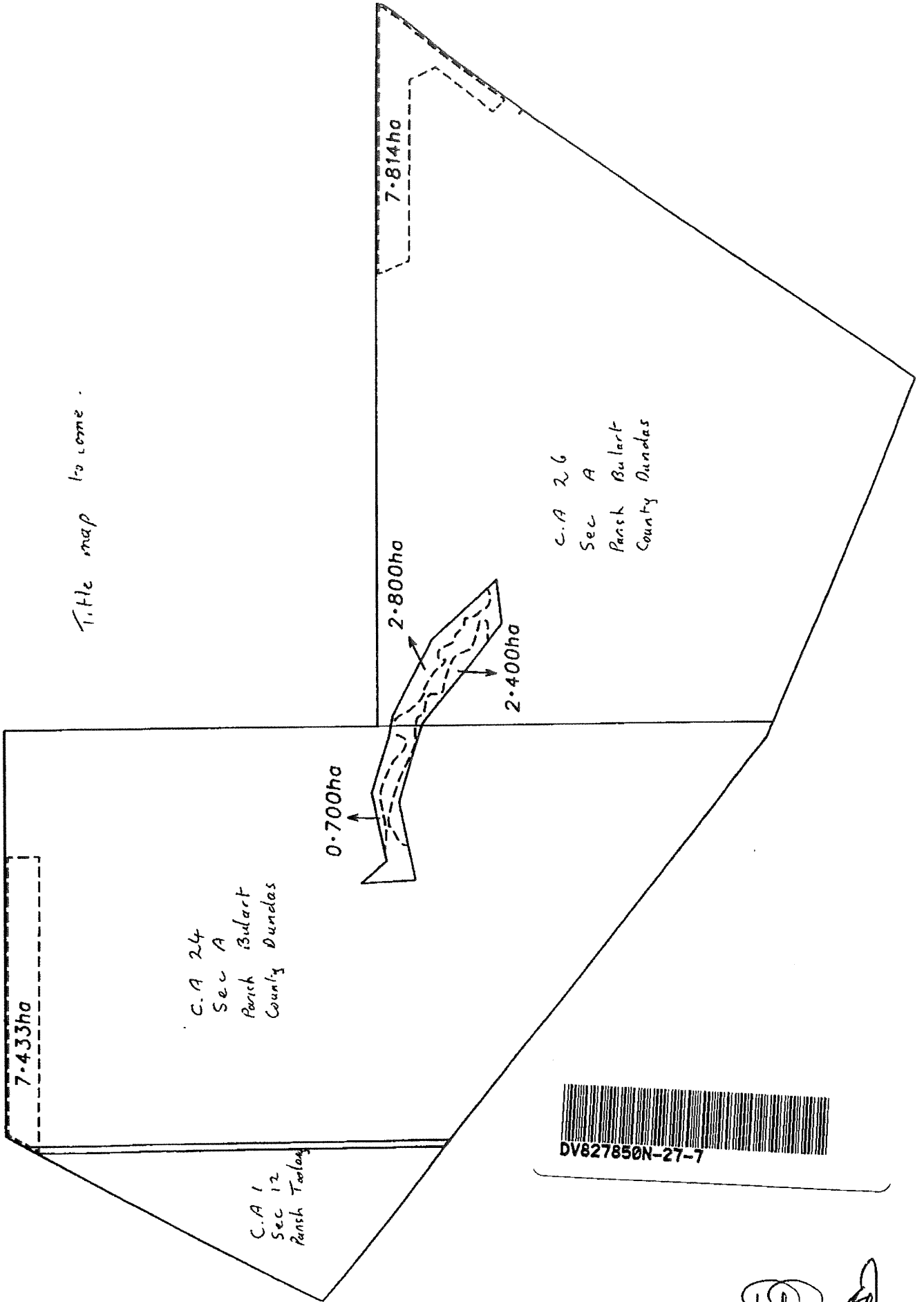
TERM

The earlier of:

- (i) 20 years plus or minus 4 years at the Grantee's sole discretion; or
- (ii) the completion and Harvest of two crops of Trees.

Racomb \approx 20 ha

Title map to come.



10
128



Green Triangle Plantation Forest Company of Australia Pty. Ltd.

A.C.N. 076 013 806

Office Pastoral & Veterinary Institute
HAMILTON
VICTORIA
Postal address Private Bag 41
HAMILTON VIC. 3300
AUSTRALIA
Phone (03) 5573 0990
Fax (03) 5571 2525

Mr and Mrs K Dacomb
"Tara"
CAVENDISH VIC 3314

Dear Mr and Mrs Dacomb

Forest Property Agreement with Green Triangle Plantation Forest Company of Australia Pty Ltd

We refer to the Forest Property Agreement which you have entered into with us in relation to your land situated at Cavendish.

- We confirm we will prepare a registrable plan to be attached to the Forest Property Agreement shortly and our solicitors will then attend to registration of the Forest Property Agreement on the title to the Property.
- Until the plan is prepared and the Forest Property Agreement is registered we will pay 75% of the approximate area identified on the attached map from which the Net Plantable Area will be calculated.

We will advise you when the registrable plan has been prepared and will forward the balance of the fee due.

Please sign and return the enclosed copy of this letter as evidence of your acceptance of these terms.

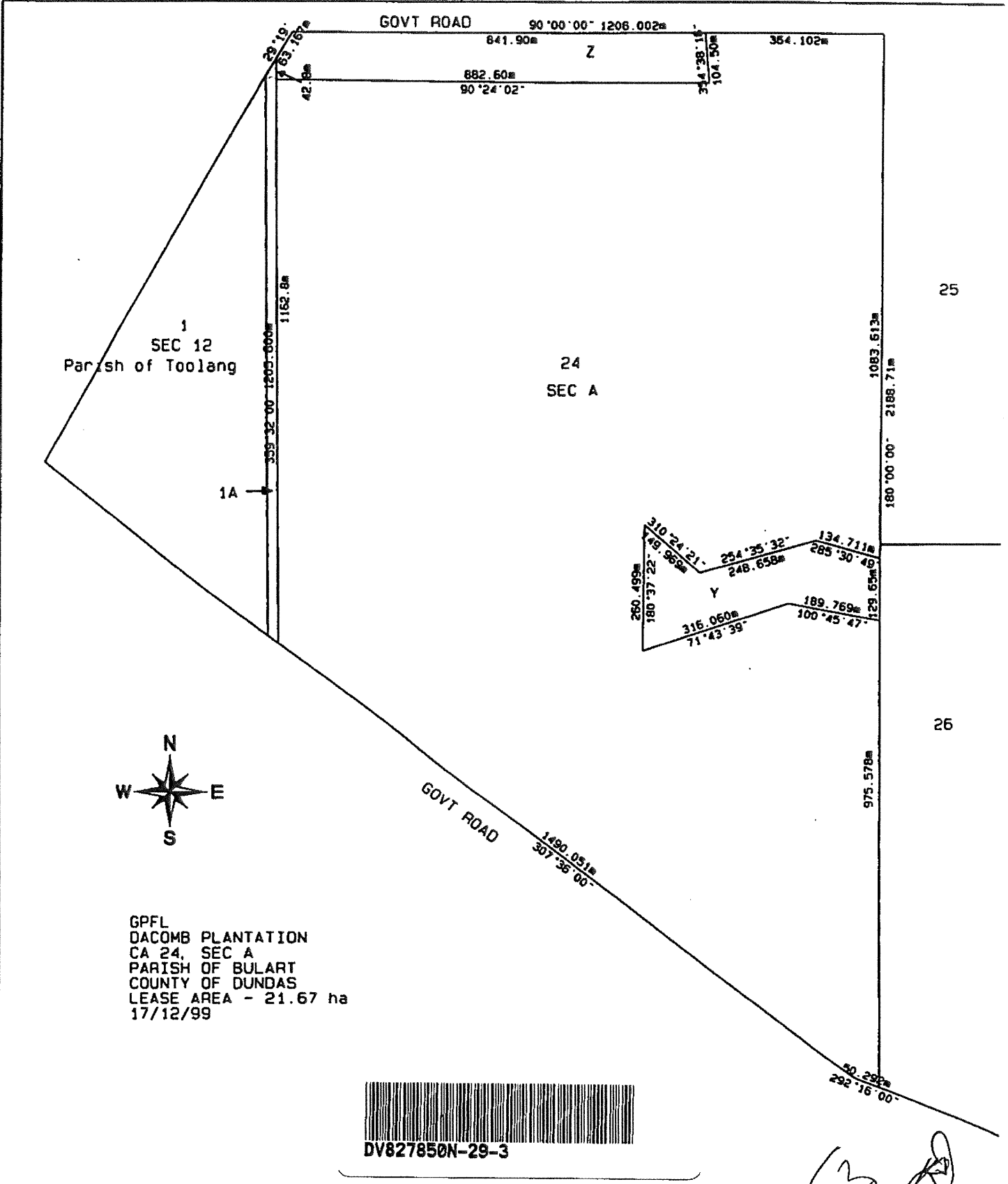
Yours faithfully


.....
Director
Green Triangle Plantation
Forest Company of Australia Pty Ltd



DV827850N-28-5



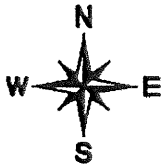


1
SEC 12
Parish of Toolang

24
SEC A

25

26



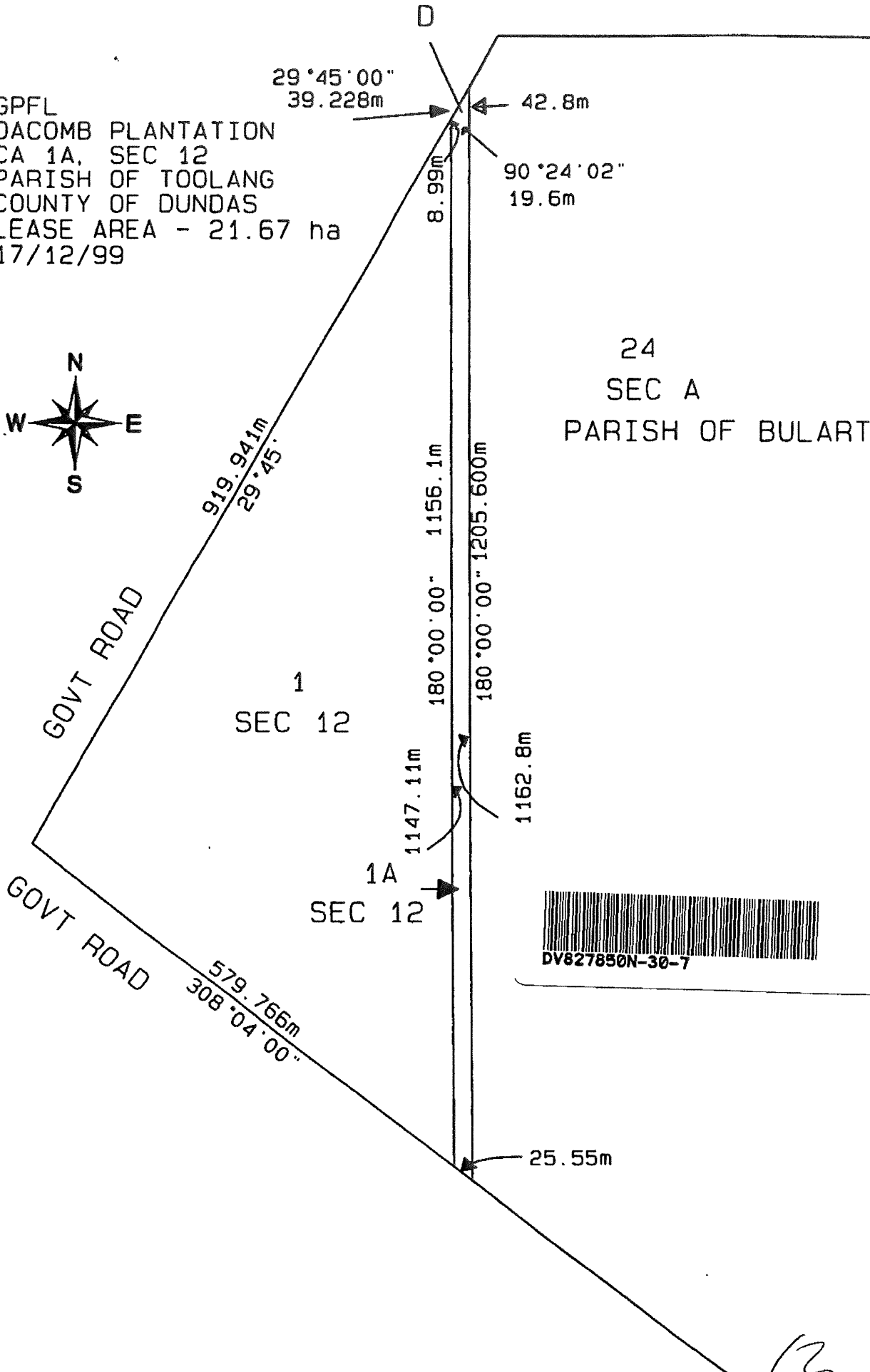
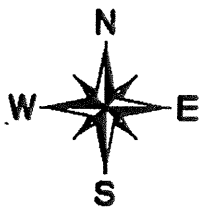
GPFL
DACOMB PLANTATION
CA 24, SEC A
PARISH OF BULART
COUNTY OF DUNDAS
LEASE AREA - 21.67 ha
17/12/99



DV827850N-29-3

(Handwritten signature)

GPFL
DACOMB PLANTATION
CA 1A, SEC 12
PARISH OF TOOLANG
COUNTY OF DUNDAS
LEASE AREA - 21.67 ha
17/12/99



24
SEC A
PARISH OF BULART



(Handwritten signature)

