

PARTICULARS TERMS & CONDITIONS OF **SALE**

THE GRAZING PROPERTY KNOWN AS
'BYRIMINE' - LOT 2 on SP 315816
Together with all fixed Improvements

TO BE SOLD BY AUCTION
by SLANEY and CO through
AuctionsPlus online sales platform

Commencing 11am (Qld time)
on TUESDAY, 20 OCTOBER, 2020

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BETTER
 TOGETHER
WITH REES JONES

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PARTICULARS OF SALE

1. The Vendor sells to the Purchaser who buys subject to these Particulars, Terms and Conditions of Sale, the:
 - (a) land described in Schedule 1 Part 1;
 - (b) water allocation (if any) described in Schedule 1 Part 2;
 - (c) fixed improvements on the land;
 - (d) plant, equipment and chattels (if any) as described in Schedule 2; and
 - (e) livestock (if any) as described in Schedule 3.
 - (f) herein known as 'the Property'.
2. The items in Schedule 1 Part 1(d) are reserved from sale and must be removed from the land by the Vendor before delivery of the Property to the Purchaser.
3. The Property is sold free from any encumbrances, except those encumbrances to which the Property is made subject. Details of any encumbrances must appear in Schedule 1.

SCHEDULE 1

Schedule 1, Part 1 – Land

- (a) Description of land:
[Cl. 1.1 (a)]

Title Reference	Description
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51226487	Lot 2 on SP 315816
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The land is freehold/leasehold: FREEHOLD

The residential address for the land is:

The Land is situated in the Etheridge Shire Council region, and is known as 'Byrimine'.

- (b) Fixed Improvements to include: All fixed improvements as advertised and inspected
[Cl. 1.1 (c)]
- (c) Encumbrances: Rights and Interests reserved to Crown by Deed of Grant 40074891: Administrative Advices - Vegetation Notice (Dealing 712338320) and Heritage Site (Dealing 717899364). See Special Condition A in Schedule 9.
- (d) Reservations from sale consist of (unless otherwise stated):
- All hides and skins;
 - All brands and earmarks used in connection with the Property;
 - All stores, fuel and other material on the land or in the course of transit;

- The private and personal effects of the Vendor, employees and their respective families;
- All livestock, plant, equipment, chattels and motor vehicles.

Schedule 1, Part 2 – Water Allocation

Title Reference	Allocation No.	Resource Operations Plan
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N/A

Encumbrances to water allocation:

[cl. 1.3]

SCHEDULE 2

Description of plant, equipment and chattels

[Cl. 1.1 (d)]

NIL

SCHEDULE 3

Description of livestock

[Cl. 1.1 (e)]

NIL

[**Note:** a cattle transaction levy may be payable on any livestock included in the sale]

SCHEDULE 4

Date of Delivery

[Cl. 3]

19 November 2020

SCHEDULE 5

Motor vehicles

[Cl. 11.1] Is any motor vehicle included in the sale?

No

SCHEDULE 6

Licences, etc.

[Cl. 11.2]

Is any Water Licence included in the sale? 240 Megalitre Water Licence – Reference 13585K

Authorised Purpose – Rural (**See Annexure A**)

Electricity Agreement

[Cl. 11.2]

Is any Electricity Agreement included in the sale?

No

SCHEDULE 9

Special Conditions

[Cl. 12.7]

A. No. 53 RDF Station – Heritage Site

- (i) The Land described in this Contract is part of land previously described as Lot 36 on SP 282584 ('Lot 36'). Lot 36 has been subdivided into Lots 1, 2 & 3 on SP 315816. Lot 2 on SP 315816 is the Land sold pursuant to this Contract.
- (ii) The Heritage Site (Dealing 717899364) referred in Schedule 1, Part 1(c) of this Contract was an Administrative Advice endorsed on the title of Lot 36. On registration of SP 315816 (to subdivide Lot 36 into Lots 1, 2 & 3), the Administrative Advice Heritage Site Dealing 717899364 was endorsed on each of Lots 1, 2 & 3 on SP 315816.
- (iii) The Heritage Site known as No.53 RDF Station is situated on Lot 1 on SP 315816 and not on the Land sold under this Contract.

B. Ergon Energy Agreement

- (i) The Vendor discloses to the Purchaser that there is an agreement between the former owner of the land described in Special Condition A (i) above (Lot 36) and Ergon Energy Corporation Limited in relation to a radio base station site on that former Lot 36 ('Ergon Agreement'). A copy of the Ergon Agreement is contained in Annexure B to this Contract.
- (ii) The Land, the subject of this sale (Lot 2 on SP 315816) is the land on which radio base station site is now situated and is the land affected by the Ergon Agreement.
- (iii) The Purchaser agrees to be bound by the terms of the Ergon Agreement and to comply the Grantor's obligations in the Ergon Agreement as if the Purchaser had been named in and had executed the Ergon Agreement as Grantor.
- (iv) The Purchaser agrees to enter into an agreement with Ergon Energy Corporation Limited on the same terms and conditions as the Ergon Agreement.
- (v) The Purchaser is liable for and indemnifies the Vendor against all liability, loss, claim, damages, costs and expenses (including legal fees) arising from or incurred in connection with any breach of the Grantor's obligations under the Ergon Agreement.

C. Contamination

- (i) The Vendor is required to give particulars of matters relating to contamination under the provisions of section 408 of the *Environmental Protection Act 1994*.
- (ii) The Vendor discloses to the Purchaser that the land described in Special Condition A (i) above (Lot 36) was included on the Environmental Management Register with the

Notifiable Activity being 'LANDFILL'. As disclosed in Special Condition A, the Land sold under this Contract has been subdivided from Lot 36 and consequently the Land is included on the Environmental Management Register. Particulars are contained in the search contained in Annexure C to this Contract. The Purchaser acknowledges receipt of such particulars prior to the execution of this Contract.

- (iii) The Purchaser takes the title to the Land subject to any contamination or hazardous substance (within the meaning of those terms under the *Environmental Protection Act*) that might be present, whether or not it has arisen because of the notifiable activity for which notice has been given in this Contract. The Vendor has no obligation to remediate or contribute to any cost of remediation of the Land and the Purchaser does not have any rights or remedies against the Vendor in relation to same.

TERMS AND CONDITIONS OF SALE

1. BIDDING AND SALE

- 1.1 This Auction will be conducted via AuctionsPlus online sale platform. AuctionsPlus Operating Conditions and the REIQ Auction Terms and Conditions apply to this auction.
- 1.2 All Bidders must be registered with the selling Agent, Slaney and Co. Bidders must complete the AuctionsPlus Property Bidders Registration Form and return same by email (henry@slaneyandco.com.au) to the selling Agent by 10am (Qld time) on 20 October 2020. If a 3rd party is to bid on behalf of a prospective purchaser, an AuctionsPlus 3rd Party Bidding Authority Form must be completed and returned by email (henry@slaneyandco.com.au) to the selling Agent by 10am (Qld time) on 20 October 2020
- 1.3 The bidding shall be at lump sum for all the Property set out in the foregoing particulars ('the Property').
- 1.4 The highest approved bidder for the whole of the Property shall be the Purchaser subject to the Vendor's approval and the reserve price, if any
- 1.5 If a Bidder is successful, the name listed on the Bidders Registration Form will be the Purchaser in this Contract, unless the Bidder is bidding on behalf of a 3rd party, in which case the nominated 3rd party will be the Purchaser in this Contract.
- 1.6 All bids are deemed to be made on a GST exclusive basis and Bidders are referred to clause 13 of these *Terms and Conditions of Sale*.
- 1.7 A cooling off period will not apply to the Contract formed on the sale by auction.
- 1.8 The Purchaser acknowledges that this Contract is not conditional on finance.
- 1.9 All Bidders warrants their ability to enter and complete this Contract in accordance with its terms.
- 1.10 Immediately following completion of the Auction, the Purchaser must sign this Contract and, if a Company, its directors must sign the Guarantee at the end of this Contract. Following signing, the Contract (and Guarantee, if applicable) must be sent by email (henry@slaneyandco.com.au) to the selling Agent. The deposit payable under this Contract is 10% of the price bid and the deposit must be paid to the Stakeholder on the date of the auction in accordance with the terms of this Contract. The selling Agent will provide the Stakeholder bank account details to the Purchaser. If the deposit is not paid as required then, at the Vendor's option:
 - (a) the result of the auction will be treated as invalid and the Property may be resubmitted to auction at the risk and expense of the Purchaser; or
 - (b) the Vendor may affirm the Contract and pursue its legal and other remedies against the Purchaser as the Vendor see fit.

- 1.11 A right to bid by or on behalf of the Vendor is expressly reserved.
- 1.12 The items in Schedule 1 Part 1 (d) are reserved from sale and must be removed from the land by the Vendor before delivery of the Property to the Purchaser.

2. PURCHASE PRICE

- 2.1 The purchase price of the Property is the amount of the highest bid approved by the Vendor.
- 2.2 The Purchaser must pay a deposit of 10% of the purchase price to the Stakeholder when signing this agreement.
- 2.3 If the Purchaser:
- (a) fails to pay the deposit as required;
 - (b) pays the deposit by post-dated cheque; or
 - (c) pays the deposit by a cheque which is not honoured on presentation;
- the Purchaser is in substantial breach of this agreement.
- 2.4 The Stakeholder must pay the deposit to the Vendor when the sale is completed. If the agreement is terminated, the Stakeholder must pay the deposit:
- (a) to the Purchaser (if the Purchaser is not in default); or
 - (b) to the party legally entitled to the deposit.
- 2.5 The Stakeholder may, at its discretion, invest the deposit according to the laws applicable to investment by trustees. The parties must provide the Stakeholder with their respective Tax File Number upon the signing of this agreement. Interest is to be shared equally between Vendor and Purchaser, but if the agreement fails to complete, all interest must be paid to the party entitled to the deposit.
- 2.6 The Purchaser must pay the balance of the purchase price on the date of delivery by bank cheque and as the Vendor directs. In exchange, the Vendor must give to the Purchaser:
- (a) any Instrument of Title for the land required to register the transfer to the Purchaser;
 - (b) the unstamped executed transfer documents capable of immediate registration after stamping;
 - (c) all other documents which are necessary to vest the property in the Purchaser free from encumbrances (except those encumbrances to which the agreement is subject);
 - (d) any release of any security interest registered on the PPSR in respect of the property.
- 2.7 All transfer documents must be prepared by the Purchaser and delivered to the Vendor within a reasonable time before the date of delivery. The Purchaser when represented by a Solicitor may require the Vendor to produce a signed transfer to the Office of State Revenue in Brisbane for stamping before completion.

- 2.8 If there is income from the investment of the deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (as the case may be) as at 30 June of that financial year:
- (a) the parties must pay to the Stakeholder the tax assessed to it in respect of that income other than tax in the nature of a penalty for late lodgement ('Penalty') which the Stakeholder must bear itself and all expenses of the Stakeholder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
 - (b) if the tax (other than Penalty) and the Stakeholder's expenses are not paid to the Stakeholder on demand, it may deduct them from the deposit and income;
 - (c) if tax is not assessed on the income when the deposit and income are due to be paid to the party entitled, the Stakeholder may deduct and retain its estimate of the assessment;
 - (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed, and the Stakeholder's expenses must be paid by the party receiving the deposit.

3. DELIVERY AND COMPLETION

- 3.1 The agreed date of delivery is set out in Schedule 4. The date of delivery may be postponed only where by reason of wet weather the Vendor, after taking all reasonably practical steps, is unable to give possession in accordance with these terms.
- 3.2 The Purchaser must arrange with the Vendor to take delivery of the Property either personally or by agent on the date of delivery. Delivery will not occur unless the purchase price has been paid in full.
- 3.3 Completion must take place on the date of delivery at:
- (a) a place nominated by the Vendor's Solicitor or failing nomination, at the Vendor's Solicitor's office in Rockhampton; and
 - (b) at a time when trading Banks are open for business at the place of completion.

- 3.4 At completion the Vendor must give to the Purchaser vacant possession.

4. DISCLOSURE AND CURRENT INTERESTS

- 4.1 The Purchaser is not entitled to deliver to the Vendor requisitions or enquiries on or to the Vendor's title to the Property.
- 4.2 The Vendor states that, except as disclosed in this agreement, each of the following statements is accurate at the time the Vendor executes this agreement:-
- (a) the Vendor has a free unqualified capacity and power to contract and to complete this agreement;

- (b) the Vendor is not under any legal disability which affects the Vendor's capacity to contract and to complete this agreement;
- (c) if the Vendor is a trustee, the Vendor has free and unqualified power of sale under the instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this agreement or the completion of this agreement;
- (d) in respect of leasehold land, the Vendor has not been served with a show cause notice under the Land Act 1994.

4.3 The Vendor states that, except as disclosed in this agreement, each of the following statements will be accurate at the date of delivery:

- (a) there is no current litigation by any person claiming an estate or interest in the Property;
- (b) there is no unsatisfied judgment, order or writ of execution which affects the Property;
- (c) no order has been made under Part 11 of the Property Law Act 1974 which operates as a charge on the land;
- (d) there is no order of a Court or other competent authority affecting the ability of the Vendor to complete this agreement;
- (e) no notice has been issued by a competent authority or proceedings instituted in a court pursuant to any statute which renders the interest of the Vendor in the Property liable to forfeiture to the Crown;
- (f) if the Vendor is a natural person, the Vendor is not a bankrupt nor has the Vendor signed any authority under s.188 of the Bankruptcy Act 1966;
- (g) the Vendor is the registered owner of the land (according to the title expressed or implied in this agreement);
- (h) if the Vendor is a corporation within the meaning of the Corporations Act or any similar legislation applicable in the Vendor's place of incorporation:
 - (i) the Vendor is not in liquidation;
 - (ii) no action has been taken by or against the Vendor which could lead to the winding up of the Vendor;
 - (iii) the Vendor is not under official management;
 - (iv) an administrator, controller or managing controller has not been appointed to the Vendor or in respect of the whole or any part of the Property; and
 - (v) a compromise or arrangement has not been proposed between the Vendor and its members or creditors nor agreed to by the members or creditors sanctioned by a court.

- 4.4 If a statement contained in either clauses 4.2 or 4.3 is not accurate then the Purchaser may terminate this agreement by notice in writing to the Vendor.
- 4.5 If this agreement is terminated pursuant to clause 4.4, the deposit and other monies paid under this agreement must be refunded to the Purchaser without deduction and the Purchaser's only remedy against the Vendor is to terminate this Agreement for Sale and Purchase.
- 4.6 If requested by the Purchaser in writing, the Vendor must within 14 days:
- (a) produce to the Purchaser all unregistered documents relating to the property and full and proper particulars of all unregistered dealings that relate to the property;
 - (b) deliver to the Purchaser photocopies of these documents or dealings (if the dealings are in writing) certified by the Vendor or the Vendor's Solicitors as being true copies;
 - (c) give the Purchaser any details reasonably required by the Purchaser to enable the Purchaser to undertake a search of the Personal Property Securities Register to discover all security interests registered under the *Personal Property Securities Act 2009* (Cth) over any part of the Property.
- 4.7 The land is sold subject to there being no right to object or claim compensation by reason of the fact that:
- (a) there is any stock route, road or reservation of a road traversing the land;
 - (b) there is any gate erected across a road traversing the land;
 - (c) the Vendor does not hold any permit or authority to enclose any road within the boundaries of the land or to carry rabbit proof or other fencing across any road dividing or adjoining the land;
 - (d) there exists a road not disclosed to the purchaser;
 - (e) an order concerning the land has issued under the *Land Protection (Pest and Stock Route Management) Act 2002*;
 - (f) there is any proposal for re-alignment, widening or siting of a road by any competent authority affecting the land;
 - (g) there is any transmission line for electricity or telephone purposes traversing the land above or below ground;
 - (h) there is any easement or wayleave agreement allowing transmission lines for electricity or telephone purposes to traverse the land;
 - (i) electricity or telephone services to the property traversing other lands are not supported by easements or wayleave agreements;
 - (j) any lease, licence, authority or application under the *Mineral Resources Act* or the *Petroleum Act* affects the land;

- (k) the area of the land, or the location of boundaries, is incorrect;
- (l) any of the boundary fences are 'give and take' fences, any of the boundary fences are not erected on the actual boundary of the land or are not owned (partly or wholly) by the Vendor, or the boundaries of the land are unfenced;
- (m) any noxious weeds are growing on any part of the land or if any notice or order is issued requesting noxious weeds be cleared and destroyed exist;
- (n) the Vendor does not hold bore or water licenses relating to the land;
- (o) the use of the land is unlawful under any town planning scheme;
- (p) the access to the land is other than by way of adjoining road dedicated for public use as a road or by way of registered easement to a road dedicated for public use;
- (q) a forest entitlement area (as defined in the Land Act 1994) affects the land;
- (r) the land or any part of it is dedicated as a protected area or is affected by a conservation agreement or conservation plan under the Nature Conservation Act;
- (s) the land is entered on the Heritage Register or is the subject of a stop order, restoration order, non-development order or is a declared protected area or restricted zone under the Queensland Heritage Act;
- (t) the land is listed on the Environment Management Register or the Contaminated Land Register or has ever been used for any notifiable activity listed in Schedule 3 of the Environment Protection Act;
- (u) there exists any claim over the land or any part of it under the Aboriginal Land Act 1991, Native Title Act 1993 (C'wlth) or Native Title (Qld) Act 1993 or at common law; or
- (v) the land or any feature of or upon it is included in the World Heritage List compiled under the Convention for the Protection of the Worlds Cultural and Natural Heritage.

4.8 Unless otherwise agreed, the Vendor remains entitled to any compensation payable by a statutory authority in respect of any entitlement arising before the date of this agreement.

5. ADJUSTMENTS TO BALANCE PURCHASE PRICE

5.1 The Vendor is liable for Outgoings and is entitled to Rent up to and including the date of delivery. The Purchaser is liable for Outgoings and is entitled to Rent after the date of delivery.

5.2 Subject to clauses 5.3, 5.5 and 5.14, Outgoings for periods including the date of delivery must be adjusted:

- (a) For those paid, on the amount paid;
- (b) For those assessed but unpaid, on the amount payable (excluding any discount); and
- (c) For those not assessed:

- (i) On the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) If no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- 5.3 If there is no separate assessment of rates for the Land at the date of delivery and the Local Government informs the Purchaser that it will not apportion rates between the Purchaser and the Vendor, then:
 - (a) The amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (i) If an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- 5.4 The Vendor is liable for land tax assessed on the Land for the financial year current at the date of delivery. If land tax is unpaid at the date of delivery and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, the Purchaser may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- 5.5 Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assess on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the Meter reading made before settlement continues throughout the assessment period. The Purchaser must obtain and pay for the meter reading.
- 5.6 If any Outgoings are assessed but unpaid at the date of delivery, then the Purchaser may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the date of delivery for the purposes of clause 5.2.
- 5.7 Arrears of Rent for any rental period ending on or before the date of delivery belong to the Vendor and are not adjusted at settlement.
- 5.8 Unpaid Rent for the rental period including both the date of delivery and the following day ("**Current Period**") is not adjusted until it is paid.
- 5.9 Rent already paid for the Current Period or beyond must be adjusted at settlement.
- 5.10 If Rent payments are reassessed after the date of delivery for periods including the date of delivery, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 5.7, 5.8 and 5.9.
- 5.11 Payments under clause 5.10 must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- 5.12 The cost of bank cheques payable at settlement:

- (a) To the Vendor or its mortgagee are the responsibility of the Purchaser;
 - (b) To the parties other than the Vendor or its mortgagee are the responsibility of the Vendor.
- 5.13 The Vendor is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Purchaser.
- 5.14 Upon written request by the Purchaser, the Vendor will, prior to settlement, give the Purchaser a written statement, supported by reasonable evidence, of:
- (a) All Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) Any other information which the Purchaser may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 5.
- 5.15 If the Vendor becomes aware of a change to the information provided, the Vendor will as soon as practicable provide the updated information to the Purchaser.

6. TITLE

- 6.1 In respect of the freehold land, it is sold subject to the covenants, conditions and restrictions and stipulations contained in or endorsed upon the instrument of title and Deed of Grant, the provisions of the Land Title Act and any other Act which affects the Title.
- 6.2 In respect of leasehold land, it is sold subject to:-
- (a) all covenants and conditions contained in or endorsed on the Instrument of Title;
 - (b) the provisions of the Land Act and any other Act affecting the land;
 - (c) the payment of Crown rent and freeholding instalments becoming due after the date of delivery, and all stock routes and roads traversing or running along the land.
- 6.3 In respect of leasehold land, the production of the receipt for the last payment of freeholding instalments or Crown rental and the consent of the Minister to the transfer will be accepted as conclusive evidence that:-
- (a) the lease of the land is valid; and
 - (b) the covenants and conditions contained in or implied by the Instrument of Title have been observed and performed up to the date of this agreement.
- 6.4 In respect of leasehold land, the Purchaser indemnifies the Vendor against the payment of all freeholding instalments or Crown rent after the date of delivery and against all claims for breach or non-performance of any covenant or condition of the Lease arising after the date of delivery.
- 6.5 In respect of leasehold land, this agreement is subject to the consent of the relevant Minister of the Crown.

6.6 In respect of a water allocation, it is sold subject to the covenants, conditions, restrictions and stipulations contained in or endorsed upon the Water Allocation, the provisions of the *Water Act* and any other Act which affects the Water Allocation.

7. BOUNDARIES AND FENCES

7.1 The Vendor does not guarantee the correctness of the boundaries or area, and sells the land on the basis that the:-

- (a) area of land may be incorrect;
- (b) boundaries of the land may be incorrect;
- (c) boundary fences or part of them may be "give and take" fences;
- (d) boundary fences may not be erected on the actual boundaries of the land;
- (e) Vendor may not own in whole or part, the boundary fences; and
- (f) boundaries of the land may be unfenced.

7.2 The Purchaser accepts all liability for the fencing from the date of delivery.

7.3 The Vendor is not required to contribute to the construction of any dividing fence between the land sold, and any adjoining land owned by the Vendor.

8. DEFAULT

8.1 If, other than by reason of the default of the Vendor, any part of the price is not paid on the due date, default interest at the rate stated in this agreement must be paid by the Purchaser. The interest will:-

- (a) accrue from day to day;
- (b) be capitalised on the last day of each month;
- (c) be payable with the balance purchase price; and
- (d) be computed from the due date for payment until actual payment.

8.2 If the Purchaser:-

- (a) fails to pay the balance of the purchase price; or
- (b) fails to comply with any of the terms or conditions of this agreement then the Vendor may:
 - (i) affirm this agreement; or
 - (ii) terminate this agreement.

8.3 If the Vendor affirms this agreement, the Vendor may:-

- (a) sue the Purchaser for damages for breach or specific performance and damages in addition to or instead of damages for breach; and
- (b) recover from the Purchaser as a liquidated debt the deposit or any part of it which the Purchaser has failed to pay; and shall pay the deposit or any part of the deposit which is recovered to the Stakeholder.

8.4 If the Vendor terminated the agreement, the Vendor may elect to:-

- (a) declare the deposit (or so much of it as shall have been paid) forfeited and/or sue the Purchaser for breach; or
- (b) declare the deposit (or so much of it as shall have been paid) forfeited and/or re-sell the property and if the re-sale is completed within two (2) years from the date of termination, any deficiency and any expense arising from such re-sale shall be recoverable by the Vendor from the Purchaser as liquidated damages;

and in either case the Vendor may recover from the Purchaser as liquidated debt the deposit or any part of it which has not been paid by the Purchaser.

Any liability for taxation upon any capital gain which accrues to the Vendor under the *Income Tax Assessment Act 1997* upon the forfeiture of the deposit or which is in excess of the liability for taxation upon a capital gain which would have accrued in relation to the disposal of the land had the Purchaser completed this agreement is to be included in determining the amount of damages for breach recoverable by the Vendor under this clause.

8.5 The rights and powers conferred upon the Vendor by this clause are in addition to any other right or power which the Vendor may have at law or in equity.

8.6 If possession is given before completion and the Purchaser defaults, the Purchaser must immediately re-deliver the property to the Vendor and indemnify the Vendor against any loss or damage incurred by the Vendor as a result of the Purchaser's possession or occupancy of the Property.

9. WARRANTIES (POSITIVE OR NEGATIVE)

9.1 The Vendor warrants that:-

- (a) all rents, rates and taxes affecting the property (except current assessments) have been paid;
- (b) there are no agreements for the supply of water to or from the land;
- (c) it has not received notice of any outstanding claim regarding boundary fences;
- (d) it has not received any notice of resumption or intended resumption affecting the land;
- (e) there are no agreements with resource tenement holder or determinations of compensation for any resource matter;

- (f) there are no carbon offset projects or creating of any carbon abatement interest in the land;
- (g) there are no agreements relating to the share farming of or the agistment of stock upon the land;
- (h) there are no notices affecting the Property regarding quarantines or diseases of stock or any biosecurity order;
- (i) it has not received any notice requiring destruction of noxious plants on the land which has not been complied with, and in respect of which a requisition may be delivered;
- (j) all notices and requisitions received from any Local Authority or other authority in relation to the land, or the business conducted upon it have been complied with;
- (k) it has not received notice of any proposal to declare all or any part of the land a national park, or of any orders or declarations (or proposed orders or declarations) made under the *Nature Conservation Act*;
- (l) the Vendor has not been served with a compliance notice (as defined) under the *Land Act 1994* or the *Vegetation Management Act 1999*;
- (m) there is no agreement affecting the Land or Property other than as disclosed in this Agreement.

9.2 The Purchaser acknowledges relying on the Purchaser's own inspection or knowledge or enquiries and not on any brochure or advertisement issued or published in respect of the sale or on any representation made by or on behalf of the Vendor or the Vendor's agent. Unless otherwise imposed by law, no warranty as to the condition, quality, capacity or fitness for any purpose is given or implied in respect of any Property, including plant, equipment or chattels, included in the sale.

9.3 No warranty is given or implied as to:-

- (a) the absence of contamination by chemical or other substance;
- (b) the status of the property in the records of the Department of Agriculture and Fisheries;
- (c) whether the property is confirmed free from tuberculosis and tested negative for brucellosis under the Brucellosis and Tuberculosis Eradication Scheme;
- (d) any matters pertaining to soil conservation;
- (e) whether native title exists or is extinguished or, whether there is a current native title claim affecting the land.

9.4 Subject to clause 9.5:

- (a) any valid notice or order issued prior to the date of this agreement pursuant to any statute or by any local government or Court necessitating the doing of work or

expenditure of money on or in relation to the property or on any road adjoining the land shall be fully complied with by the Vendor in a proper and workmanlike manner prior to the date of delivery;

- (b) any such notice or order issued on or after the date of this agreement shall be complied with by the Purchaser who indemnifies the Vendor against that compliance; and
- (c) if without default of the Purchaser this agreement is terminated the Vendor shall pay to the Purchaser any amount expended by the Purchaser in complying with any such notice which was in the nature of capital expenditure or has resulted in a benefit to the Vendor.

9.5 The Purchaser will at its expense do any work required to be done:

- (a) under any notice issued before the date of this agreement under the *Workers Accommodation Act*, the *Pastoral Workers Accommodation Act* or the State Shearing Industry Awards; or
- (b) to satisfy any development or maintenance conditions contained in the Instrument of Title.

10. RIGHTS AND OBLIGATIONS UNTIL COMPLETION

10.1 The Vendor may continue to conduct the existing business on the land until the date of delivery. In so doing, the Vendor:-

- (a) may use or consume any part of the property;
- (b) must conduct the business in a good and husband like manner in accordance with approved methods;
- (c) must take all steps reasonably necessary to maintain the Property in at least as good order and condition as at the date of this agreement (fair wear and tear, normal use, natural causes and damage by fire, storm, tempest flood or other act of God excepted);
- (d) the Vendor must take all steps reasonably necessary to ensure any necessary registrations in respect of the business are kept current.

10.2 The Vendor reserves the right to the use of the Property and of grasses, pastures, water and other facilities up to the date of delivery without charge.

10.3 The Vendor in continuing to use the Property may not, from the date of this agreement, depasture upon the whole of the land more than the present number of livestock with their progeny.

10.4 The Property is at the Purchaser's risk from the date of this agreement.

11. MOTOR VEHICLES, LICENCES, CATTLE TRANSACTION LEVY, CONTAMINATION ETC

11.1 Any motor vehicles included in the property which are not specifically sold as registered motor vehicles, are sold for renovation, repair, alternation or wrecking and will be de-registered as at the date of delivery. Where a motor vehicle is specifically sold as being registered, the Purchaser must provide and pay for any repairs and any necessary certificate of road worthiness unless the Vendor has agreed to do so.

11.2 The Property is sold:-

- (a) Together with all relevant transferable licences and permits (excluding brands unless specifically included) currently attaching to the Property which are registered to the Vendor; and
- (b) Subject to any liability (which liability is by virtue of this agreement assumed by the Purchaser as from the date of completion) in respect of any Electricity Agreement affecting the property including any obligation to make payments:
 - (i) of a capital nature;
 - (ii) of interest;
 - (iii) for consumption of electricity; or
 - (iv) of separate service rates levied on the land under section 21(5A) of the *Local Government Act*;

some particulars of which are known to the Vendor are set out in Schedule 6.

11.3 Where the fixed improvements include a dwelling, unless excluded by this agreement, the price includes all stoves, hot water systems, wall to wall floor coverings, drapes and tracks, blinds, light fittings, clotheslines, hoists, fixed television antenna, in-ground shrubs and all fixtures as inspected by the Purchaser.

11.4 Any cattle transaction levy under the *Primary Industries Levies and Charges Collection Act 1991* or other similar levy lawfully imposed and required to be paid in respect of the disposal of livestock included in this contract (the 'transaction levy') is payable by the Vendor. The Purchaser may recover from the Vendor as a simple debt any transaction levy paid by the Purchaser.

11.5 If the Vendor is required to give particulars of matters relating to contamination under the provisions of section 408 of the *Environmental Protection Act 1994*, those particulars are as set out in Schedule 6. The Purchaser takes the title to the land subject to any contamination or hazardous substance (within the meaning of those terms under the *Environmental Protection Act*) that might be present, whether or not it has arisen as a result of the notifiable activity for which notice has been given in this contract, and the Vendor has no obligation to remediate or contribute to the cost of remediation of the land on that account nor does the Purchaser have any other right or remedy against the Vendor on that account.

11.6 The Vendor gives notice to the Purchaser:

- (a) whether an Approved Safety Switch for the General Purpose Socket Outlet (as defined in the *Electricity Act 1994*) is installed in the residence, by inclusion of those particulars in Schedule 6. An Approved Safety Switch means a residual current device defined in that Act.
 - (b) whether a Compliant Smoke Alarm (as defined in sections 104RB (2) or (4) the *Fire and Rescue Services Act 1990*) is installed in the residence, by inclusion of those particulars in Schedule 6.
- 11.7 Where grids exist on or adjacent to the land, as from the date of delivery the Purchaser must:
- (a) assume the Vendor's obligations under any permits for road grids held for the land; and
 - (b) indemnify the Vendor against any damage and expenses connected with the permits or use of the grids.
- 11.8 If there is a Pool on the Land then:
- (a) **Pool Safety Certificate** has the meaning in section 231C(a) of the *Building Act 1975*;
 - (b) the Purchaser acknowledges that if there is no Compliance or Exemption Certificate at settlement, the Purchaser becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement; and
 - (c) the Purchaser can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate.

12. GENERAL PROVISIONS

- 12.1 If the parties have agreed on an apportionment of the Purchase price, it must be included in Schedule 7.
- 12.2 Each party must pay their own costs in relation to this agreement. In addition:
- (a) the Purchaser must pay all stamp duty assessed in connection with the sale and purchase. If the Vendor pays the stamp duty for any reason, the Vendor may recover the amount from the Purchaser as a liquidated debt;
 - (b) the Vendor must execute and return to the Purchaser prior to stamping a Statutory Declaration (to be prepared by the Purchaser and delivered to the Vendor together with the Transfer), as described in the Public Ruling DAO 11.1.1.
- 12.3 Time in all respects is of the essence of this agreement, except where delivery is postponed in accordance with the clause 3.1.
- 12.4 The Vendor's Agent in this sale is stated in the memorandum of sale and purchase.
- 12.5 The Purchaser warrants that if any consent of the Treasurer is required under the *Foreign Acquisition & Takeovers Act*, it has been acquired. The Vendor's rights will not be affected by any illegality if the Treasurer's consent to the purchase is necessary but has not been obtained.

- 12.6 This agreement is not subject to the Purchaser obtaining finance.
- 12.7 Any special conditions which vary these Conditions of Sale or are in addition to them must appear in Schedule 9.
- 12.8 In relation to this contract, the Vendor authorises the Purchaser to make whatever enquiries the Purchaser considers appropriate from any Department of the Queensland Government, any Shire Council or from any other statutory authority.
- 12.9 This agreement may be executed in a number of counterparts and such counterparts taken together will be deemed to constitute one and the same document. This agreement may be entered into by, and become binding upon the parties, upon one party executing the document that has been executed by the other party (or a photocopy, facsimile copy or email copy of that document) and transmitting a facsimile copy or email copy of it to the other party (or their representative).

13. GST

- 13.1 In this clause:
- (a) '**GST**' means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods and the services and includes GST within the meaning of that term in the GST Act;
 - (b) '**GST Act**' means A New Tax System (Goods and Services) Tax Act 1999 and includes other GST related legislation and regulations under the legislation as amended from time to time; and
 - (c) Except for defined terms in this agreement, capitalised expressions have the same meaning as in the GST Act.
- 13.2 The Vendor warrants that a Farming Business has been conducted on the Land for at least a period of 5 years preceding the date of this agreement, and will continue until the date of delivery.
- 13.3 The Purchaser warrants that the Purchaser intends that a Farming Business will be carried out on the Land.
- 13.4 If:
- (a) the Vendor ceases to carry on a Farming Business on the Land prior to delivery; or
 - (b) the Purchaser fails to carry on a Farming Business on the Land; or
 - (c) for any other reason the Supply is not GST-free; and
 - (d) GST becomes payable in respect of the sale of the Land to the Purchaser;

the Purchaser must pay to the vendor on demand an additional amount for GST on the basis that the GST exclusive purchase price represents the value of the Supply in exchange for a Tax Invoice.

- 13.5 GST is payable on any Property included in the sale to which an exemption does not apply.
- 13.6 The Purchaser indemnifies the Vendor against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis but excluding any applicable input tax credits) that the Vendor incurs (directly or indirectly) as a result of the Purchaser's breach of warranty in Clause 13.3.

14. CGT WITHHOLDING

14.1 In this clause:

- (a) "ATO Clearance Certificate" means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Purchaser.
- (b) "CGT Withholding Amount" means the amount determined under s14-200(3)(a) of the Withholding Law or, if a copy is provided to the Purchaser prior to settlement, a lesser amount specified in variation notice under s14-235.
- (c) "Withholding Law" means Schedule 1 to the Tax Administration Act 1953 (Cth).

14.2 On the date of delivery, the Purchaser must pay the Balance Purchase Price by bank cheque as the Vendor or the Vendor's Solicitor directs.

14.3 Despite any other provision in this agreement, a reference to a "bank cheque" in Clause 14.2:

- (a) includes a cheque drawn by a Building Society or Credit Union on itself;
- (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;

and the Vendor is not obliged to accept a cheque referred to in Clause 14.3(b) on the date of delivery.

14.4 If both the following apply:

- (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
- (b) the Vendor has not given the Purchaser on or before the date of delivery for each person comprising the Vendor either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the date of delivery varying the CGT Withholding Amount to nil then:
- (c) for Clause 14.2, the Vendor irrevocably directs the Purchaser to draw a bank cheque for the CGT Withholding Amount in favour of the Deputy Commissioner of Taxation or, if the Purchaser's Solicitor requests, the Purchaser's Solicitor's Trust Account;
- (d) the Purchaser must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the Australian Taxation Office for each person comprising the Purchaser and give copies to the vendor with the payment reference numbers (PRN) on or before settlement;

- (e) the Vendor must return the bank cheque in paragraph (c) to the Purchaser's Solicitor (or if there is no Purchaser's Solicitor, the Purchaser) at the date of delivery; and
- (f) the Purchaser must pay the CGT Withholding Amount to the Commissioner in accordance with s14-200 of the Withholding Law and give the Vendor evidence that it has done so within 2 Business Days of the date of delivery occurring.

14.5 For Clause 14.4 and s14-215 of the Withholding Law, the market value of the Land and Fixed Improvements is taken to be the Purchase Price less any GST included in the Purchase Price for which the Purchaser is entitled to an input tax credit unless:

- (a) the Property includes items in addition to the Land and Fixed Improvements; and
- (b) no later than 2 Business Days prior to the date of delivery, the Vendor gives the Purchaser a valuation of the Land and Fixed Improvements prepared by a registered valuer;

in which case the market value of the Land and Fixed Improvements will be as stated in the valuation.

15. GST NOTICE TO PURCHASER REGARDING GST WITHHOLDING OBLIGATIONS

15.1 The Vendor notifies the Purchaser that as the 1 Exemption applies to this supply (as per Clause 13), the Purchaser is not required to pay the GST Withholding Amount at Settlement to the Commissioner for Taxation.

16. DEFINITIONS

16.1 Definitions

In this Agreement:

ATO means the Australian Taxation Office.

Balance Purchase Price means the Purchase Price less the Deposit as set out in the Memorandum of Sale and Purchase.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Place for Settlement and a day in the period 27 to 31 December (inclusive).

Compliance or **Exemption Certificate** means:

- (a) a Pool Safety Certificate; or
- (b) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (c) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*.

Outgoings means rates or charges on the Land by any competent authority (for example, council rates, water rates, water assessments, licence fees, leasehold land rents, fire service

levies) and includes land tax and other outgoings (except insurance premiums on insurances effected by the Purchaser).

Pool Safety Certificate has the meaning in section 231C (a) of the *Building Act 1975*.

PPSR means the Personal Property Securities Register established under the *Personal Property Securities Act 2009 (Cth)*.

Security Interest means all security interests registered on the PPSR over the Property.

Stakeholder means the stakeholder named in the Memorandum of Sale and Purchase.

Withholding Law means Schedule 1 to the *Taxation Administration Act 1953(Cth)*.

Property means:-

- (a) land described in Schedule 1 Part 1;
- (b) water allocation (if any) described in Schedule 1 Part 2;
- (c) fixed improvements on the land;
- (d) plant, equipment and chattels if any are described in Schedule 2; and
- (e) livestock if any are described in Schedule 3.

17. INTERPRETATION

17.1 Reference to:-

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation; and
- (d) a party includes that party's executors, administrators, successors and permitted assigns.

17.2 If a party consists of more than one (1) person, this Contract binds them jointly and each of them individually.

17.3 Any party who is a trustee is bound in its capacity as trustee and personally.

17.4 References and statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.

17.5 Headings are for convenience only and do not affect the interpretation of this agreement.

17.6 A reference to "\$" or "dollar" is to Australian dollars.

MEMORANDUM OF SALE AND PURCHASE

Vendor: **Rocky Springs Project Pty Ltd ACN 637 332 319**
Address c/- 7 Archer Street, Rockhampton Queensland 4700
Phone: 49 2745 88 Email:

Vendor's Agent: **SLANEY & CO**
Address 76 Mosman Street Charters Towers Qld
Phone: 04 2987 2985 Email: henry@slaneyandco.com.au

Name of Stakeholder: **REES R & SYDNEY JONES SOLICITORS**
Address Level 1, 55 Denham Street Rockhampton
Phone: 49 2763 33 Email: gerardh@reesjones.com.au

Default Interest
Rate: 8%
[Cl. 8.1]

The undersigned agent for the Vendor does hereby acknowledge that it has this day sold to

.....
.....
.....

of.....
.....
.....

Phone:..... Email:.....

the Property described and referred to in the Particulars subject to these terms and conditions of sale for the sum of

.....(\$))

(words and figures) and for and on behalf of the Vendor do agree the Vendor will fulfil the terms and conditions in all respects. The Purchaser acknowledges the price bid is a GST exclusive price.

.....
Vendor's Agent Slaney & Co
.....
Witness

RECEIVED the sum of 10% of the above purchase price as deposit in this sale and purchase.

.....
Stakeholder Rees R & Sydney Jones Trust Account
.....
Witness

I/We the Purchaser referred to above, does hereby acknowledge that I/we have this day purchased from the Vendor the Property for the above stated amount subject to these terms and conditions of sale and have paid to the Stakeholder the sum of 10% of the purchase price by way of deposit and in part payment, and otherwise agree to be bound by, fulfil and observe these terms and conditions of sale in all respects.

Confirmed by the Purchaser:

SIGNED by)
in the presence of:)

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

SIGNED by)
in the presence of:)

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

SIGNED by)
in accordance with sec. 127 of the)
Corporations Act 2001:)

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

Confirmed by the Vendor:

SIGNED by ROCKY SPRINGS PROJECT)
PTY LTD ACN 637 332 319 in)
accordance with sec. 127 of the)
Corporations Act 2001:

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

DATED this _____ day of _____ 2020.

Annexure A

WATER LICENCE *Water Act 2000*



Reference	13585K	Expiry Date	30/06/2111
Licensee	ROCKY SPRINGS PROJECT PTY LTD		
Authorised Activity	The taking of watercourse water from Fossil Brook with the point of take on or adjacent to Lot 36 on SP282584.		
Authorised Purpose	Rural		
Description of Land	Attached to the land described as Lot 36 on SP282584.		
Nominal Entitlement	240 Megalitres		
Maximum Rate	65 Litres per second		

This water licence is subject to the conditions endorsed hereon or attached hereto.

Given at Mareeba this FIFTEENTH day of JANUARY 2020.

Delegate of the Chief Executive
Department of Natural Resources, Mines and Energy

Water Licence: 13585K
Expiry Date: 30/06/2111

Conditions: Schedule B

SPEC01

The daily volumetric limit that may be taken under this licence is 3.9 megalitres.

Annexure B

AGREEMENT FOR RADIO BASE STATION SITE

AN AGREEMENT made this ^{08th} ~~eight~~ day of February 2007

BETWEEN

Ivon Douglas and Mary Patricia BUCHANAN of 774 Surpass, Queensland ("Grantor"), and

ERGON ENERGY CORPORATION LIMITED (ACN 087 646 062) of 34-36 Dalrymple Road, Garbutt, Queensland (together with its successors and assigns called "Grantee")

BACKGROUND

The Grantor is the owner of the property described as Lot 36 on CP900291, parish of Oaks & Uruga, county of Tate, title reference 40027175 ("the subject property").

The Grantee desires to acquire certain rights and privileges from the Grantor in respect of the maintenance and use of existing radio transmitting / receiving electrical equipment, and a self supporting mast and leads ("Equipment") and an equipment shelter ("Structures") at the subject property on an area of 1600 square metres as shown on the attached plan.

THE PARTIES AGREE as follows:

1. In consideration of the Licence Fee, the Grantor hereby grants to the Grantee an irrevocable licence (the "Licence") to enter upon and use the subject property for the purposes and at the times and in the manner and during the period set out in this document and upon the terms and conditions contained in this document.
2. Subject to the right of extension or earlier determination contained in this document, the Licence shall remain operative and in full force and effect for a period of thirty (30) years from the 1st day of January 2007 (the "Term").
3. Provided the Grantee is not in breach of this Agreement at the expiration of the Term, the Grantee may renew the Licence for a further period of thirty (30) years upon the same terms and conditions as are contained in this document, but subject to a licence fee to be agreed (or failing agreement before expiration of the Term, decided by an arbitrator appointed by the president of the Queensland Law Society Incorporated) and except this clause 3 shall not apply during the renewed period. Such option may be exercised by notice in writing posted and addressed to the Grantor at the address of the Grantor as stated above not less than 30 days prior to the expiration of Term.
4. The fee for the Licence ("Licence Fee") is \$100 per annum payable in advance for the whole of the term of the licence.

The Licence fee is payable by the Grantee to the Grantor in respect of each year during the Term that the Grantee allows Equipment to remain in and/or on the subject premises. The Licence fee is inclusive of GST, and the GST portion of the fee is only payable to the Grantor if the Grantor has first provided the Grantee with a tax invoice in accordance with the relevant legislation.

-
5. **The Grantee may under the Licence:**
- (a) **install and erect on the subject property in a position as agreed upon between the parties Equipment and Structures for the purpose of supply of power and radio transmission and reception.**
 - (b) **enter upon the subject land by or with its workmen servants or agents and to obtain access to the Equipment and Structures:**
 - (i) **at all times for the purpose of effecting emergency repairs or maintenance; and**
 - (ii) **at reasonable times during the day for the purpose of testing, maintaining, repairing, replacing, supplementing, renewing, improving or servicing the Equipment and Structures.**
6. **Notwithstanding that the Equipment and Structures or any part thereof may be affixed to the subject property, the Equipment and Structures at all times are and remain the property of the Grantee and the Grantee may at any time whether before or after the expiration of the Term or any extension remove the Equipment and Structures or any part thereof from the subject property.**
7. **The Grantee indemnifies the Grantor from all expenses, claims, costs or demands in respect of the installation and use of the Equipment and Structures by the Grantee, provided that such indemnity does not extend to any act or omission of or any other matter occasioned by the Grantor or to the extent the Grantor contributed to the loss suffered, and the Grantee agrees that it will pay all the costs of maintaining and repairing the Equipment and Structures from time to time and any licence fee payable to the Commonwealth of Australia or other authority for the right of using the Equipment and Structures upon the property of the Grantor.**
8. **The Grantee indemnifies the Grantor against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of the Grantee in the use or attempted use of the area in the Subject Property and access track by the Grantee, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Grantor, breach of this area in the Subject Property and access track or of the law.**
9. **The Grantee will reinstate or pay for the reinstatement of fences damaged whilst entering and leaving the subject property.**
10. **Vehicle washdowns will be undertaken as per Ergon Energy's "Management of Declared Plants -Work Instruction Manual" (ref ME000301W100).**
11. **The Grantor covenants with the Grantee to immediately notify the Grantee of any interference or trespass or attempted interference or trespass with or to the Equipment or any part of it and to notify the terms of this Agreement to any purchaser of the subject property.**
12. **Only such transmitting/receiving equipment approved by the Grantee shall be installed at the specified site.**

13. The Grantor agrees to use his best endeavours to ensure that the Equipment is kept secure and protected during the Term, and the Grantor must not grant any other interest in the subject property inconsistent with the Grantee's rights under the Licence.
14. The Grantee shall have the option of surrendering this Agreement at any time upon giving six (6) months notice to the Grantor. If the Grantee defaults in the observance or performance of any of the terms of this Agreement the Grantor may repossess the subject property provided that written notice shall be served on the Grantee in accordance with the provisions of the Property Law Act 1974-1975.
15. If at any time during the continuation or any renewal of this Agreement the Grantor shall sell, lease or assign the subject property, the Grantor will procure any purchaser lessee or assignee to enter into an agreement with the Grantee upon the same terms and conditions as are herein contained.
16. All costs of an incidental nature to the preparing and stamping of this Agreement shall be paid by the Grantee.

WITNESS WHEREOF these present have been executed the day and year first herein written.

SIGNED BY THE SAID

)
and)
)
in the presence of)
)

W.S.S. Buchanan
W.S.S. Buchanan
W.S.S. Buchanan

Signed for and on behalf of Ergon Energy }
Corporation Limited (ACN 087 646 062) }

by John Stewart Cawood }
in the presence of: }

J. Stewart Cawood

J Cawood

Annexure C



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

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

GlobalX
GPO Box 2746
Brisbane QLD 4001

Transaction ID: 50631180 EMR Site Id: 209468 01 October 2020
Client Reference:
Cheque Number:

This response relates to a search request received for the site:
Lot: 2 Plan: SP315816

EMR RESULT

The above site IS included on the Environmental Management Register.

The site you have searched has been subdivided from the following site, which IS included on the EMR or the CLR.

Lot: 36 Plan: TE29
Address: MT SURPRISE DUMP ROAD
MT SURPRISE 4871

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.
LANDFILL - disposing of waste (excluding inert construction and demolition waste).

CLR RESULT

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

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

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

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

Administering Authority

GUARANTEE

In consideration of Rocky Springs Pty Ltd ACN 637 332 319 ('Vendor') entering into the attached Contract ('Contract') with

('Purchaser') at the request of

of

('Guarantor'), which request is evidenced by the Guarantor's execution of this Guarantee, the Guarantor agrees with the Vendor as follows:

1. The Guarantor guarantees payment on demand of the purchase price and other moneys payable to the Vendor under the Contract and the due and punctual performance by the Purchaser of the terms, covenants and obligations on the part of the Purchaser contained in the Contract, including the obligation to indemnify the Vendor in all cases where indemnities are granted by the Purchaser to the Vendor;
2. This Guarantee is a continuing guarantee and will not be affected or avoided in any way by any agreement or arrangement made between the Vendor and the Purchaser, whether with or without the Guarantor's consent, or by any alterations or variations to the rights or obligations of either of the parties to the Contract or by the granting of any time or other indulgence or forbearance by the Vendor to the Purchaser;
3. The Vendor is at liberty to regard the Guarantor in all respects as a principal debtor and is not obliged to take action first against the Purchaser;
4. Before taking action against the Guarantor, the Vendor must give written notice to the Guarantor (either by delivering the notice or forwarding it by prepaid post to the Guarantor's last address known to the Vendor) calling upon the Guarantor to remedy the Purchaser's default within 7 days of giving the notice. If the Guarantor fails to remedy the default within the 7 day period, the Vendor may proceed against the Guarantor;
5. The Guarantor's obligations under this Guarantee will not merge or be deemed to have merged in any judgment obtained by the Vendor against the Purchaser, and the Guarantor remains liable to the Vendor in terms of this Guarantee notwithstanding that the Vendor, in the meantime, obtains judgment against the Purchaser;
6. As a separate and independent obligation and for the consideration expressed in this Guarantee, the Guarantor agrees to indemnify and hold harmless the Vendor from and against all losses, damages, claims, demands, actions, judgments, costs and expenses of whatsoever nature or kind suffered or incurred by the Vendor by reason of the Purchaser's default in observing or performing the terms, covenants and agreements on the Purchaser's part to be observed and performed under the Contract and the provisions of this Guarantee apply mutatis mutandis to the indemnity given in this clause;

7. If the Guarantor consists of two or more persons:

- (1) 'Guarantor' is a reference to each of them individually as well as to any two or more of them jointly;
- (2) the obligations and agreements on the Guarantor's part contained or implied in this Guarantee bind them jointly and each of them individually; and

this Guarantee binds every person who executes it as Guarantor notwithstanding that any other person named as Guarantor never executes it or the execution of any person so named is void or voidable.

EXECUTED by the Guarantor on

2020

SIGNED by)
)

(Director) in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

SIGNED by)
)

(Director) in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness