

INFORMATION MEMORANDUM



Outlines and Locations Indicative Only

37 Station Street, Wellington Point Qld 4160

Prepared by Ray White Special Projects (Queensland)

June 2018

Ray White[®]

An aerial photograph showing a coastal town with a blue bay, residential houses, and green hills in the foreground. The image is partially obscured by a white diagonal shape that serves as a background for the text.

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DISCLAIMER

The information contained in this Information Memorandum and any other verbal or written information given in respect of the property at any stage ("Information") is provided to the recipient ("you") on the following conditions:

1. Grant Sparks and Michael Owen as Joint & Several Receivers & Managers over certain assets of Pretirement Villages Pty Ltd (Receivers & Managers Appointed) (In Liquidation) ABN 13 927 784 252 "Receivers & Managers" and Eagle Street (Brisbane) Pty Ltd ABN 68 164 201 629 trading as Ray White Commercial (Queensland) and or any of their officers, employees, agents or consultants ("we, us") make no representation, warranty or guarantee, that the Information, whether or not in writing, is complete, accurate or balanced. Some information has been obtained from third parties and has not been independently verified. Accordingly, no warranty, representation or undertaking, whether express or implied, is made and no responsibility is accepted by us as to the accuracy of any Information.
2. All visual images (including but not limited to plans, photographs, specifications, artist impressions) are indicative only and are subject to change. Any measurement noted is indicative and not to scale. All outlines on photographs are indicative only. All values shown are approximate only.
3. The Information does not constitute, and should not be considered as, a recommendation in relation to the purchase of the property or a solicitation or offer to sell the property or a contract of sale for the property.
4. You should satisfy yourself as to the accuracy and completeness of the Information through your own inspections, surveys, enquiries, and searches by your own independent consultants, and we recommend that you obtain independent legal, financial and taxation advice. This includes as to whether any listing price is inclusive or exclusive of GST and the GST treatment of the sale.
5. We are not valuers and make no comment as to value. "Sold/leased" designations show only that stock is "currently not available" – not that the property is contracted/settled. If you require a valuation we recommend that you obtain advice from a registered valuer.
6. The Information does not and will not form part of any contract of sale for the property. If an interested party makes an offer or signs a contract for the property, the only information, representations and warranties upon which you may be entitled to rely will be as expressly set out in such a contract.
7. Interested parties will be responsible for meeting their own costs of participating in the sale process for the property. We will not be liable to compensate any intending purchasers for any costs or expenses incurred in reviewing, investigating or analysing any Information, or any other aspect of the EOI or sale process.
8. To the full extent permitted by law we will not be liable to you for any liabilities, claims, damages, costs or expenses incurred in connection with the Information or subsequent sale of the property whatsoever, whether the loss or damage arises in connection with any negligence, default or lack of care on our part.
9. No person is authorised to give information other than the Information in this Information Memorandum or in another brochure or document expressly authorised by the Receivers and Managers. Any statement or representation by an officer, agent, supplier, customer, relative or employee of the vendor will not be binding on us.
10. To the extent that any of the above paragraphs may be construed as being a contravention of any law of the State or the Commonwealth, such paragraphs should be read down, severed or both as the case may require to resolve the contravention and the remaining text shall continue to have full force and effect.
11. The Information must not be reproduced, transmitted or otherwise made available to any other person without our prior written consent.

INTRODUCTION

On behalf of Grant Sparks and Michael Owen as Joint & Several Receivers & Managers over certain assets of Pretirement Villages Pty Ltd (Receivers & Managers Appointed) (In Liquidation) ABN 13 927 784 252 (“Receivers & Managers”), Ray White Special Projects (Queensland) has pleasure in offering for sale by Expressions of Interest 37 Station Street, Wellington Point Qld 4160.

Features of the property include:

- 7.2ha* property in the established Brisbane Bayside suburb of Wellington Point
- Zoned: Urban Residential, Medium Density Residential, Open Space and Conservation
- Balance land area of ‘Fernbourne Grove Bayside Villas’ over 55’s community complex
- Previous development approval provided for an integrated over 55’s community complex^
- Potential for alternative land uses or development schemes^
- Brisbane Bayside location, positioned near surrounding facilities including train (300m*), schools (2km*) and shopping (4km*)

For further information, or to arrange an inspection please contact one of the exclusive marketing agents:



Tony Williams
Executive Director

Ray White Special Projects (Qld)
M 0411 822 544
E tony.williams@raywhite.com



Mark Creevey
Executive Director

Ray White Commercial (Qld)
M 0408 992 222
E mark.creevey@raywhite.com

*Approximately

^Subject to Council and other Approval

SALES SUMMARY

Address 37 Station Street, Wellington Point QLD 4160

Total Land Area 72,430m²*

The Property is being offered for sale by Expressions of Interest closing Tuesday, 24 July 2018 4pm.

The sellers retain the right (in their absolute discretion) to:

- Decline to consider and/or accept any Expressions of Interest lodged in response to this invitation;
- Negotiate directly with any party who has lodged an Expression of Interest at any state;
- Accept or decline non-conforming Expressions of Interest at any stage of the sale process;
- Enter into any agreement for sale of the properties on such terms as are acceptable to the Seller in the Seller's absolute discretion;
- Change this invitation;
- Require additional information from a party who has lodged an Expression of Interest;
- Reject all or Expressions of Interest at any time for any reason; and
- Withdraw the property from sale

Method of Sale

If the EOI is to be submitted by hard copy it is to be enclosed within a sealed envelope marked clearly with:

EOI for 37 Station Road, Wellington Point, QLD 4160

c/- Tony Williams and Mark Creevey
Ray White Special Projects (QLD)
Level 26, One One One Eagle Street
111 Eagle Street, Brisbane Qld 4000

Submit electronically any EOI as follows:

c/- Ray White Special Projects (QLD)
E-mail: tony.williams@raywhite.com and mark.creevey@raywhite.com

Marketing Agents

Tony Williams
Ray White Special Projects (Qld)

M: 0411 822 544
E: tony.williams@raywhite.com

Mark Creevey
Ray White Special Projects (Qld)

M: 0408 992 222
E: mark.creevey@raywhite.com

PROPERTY OVERVIEW

Address	37 Station Street Wellington Point QLD 4160
Real Property Details	An Estate in Fee Simple being Lot 199 on Survey Plan 240173, and part of the 'Fernbourne Grove Bayside Villas' community titles scheme CTS 42079.
Title Reference	50924480
Local Authority	Redland City Council
Land Area	72,430m ^{2*}
Land Description	The land comprises an irregular shaped allotment, with dual street frontage, being situated at road height. Furthermore the subject property adjoins the Moreton Bay wetlands along the entire length of its eastern alignment.
Road and Access	The property offers frontage to Station Street and Fernbourne Road, both two way bitumen sealed roads. Direct access is via the initial stages of the Fernbourne Grove Bayside Villas over 55's community accessed from Station Street with secondary frontage and access from Fernbourne Road.
Services and Amenities	All usual utilities including electricity, telephone, reticulated town water and sewerage services are available and connected to the property. All enquiring parties should undertake their own investigations to satisfy themselves as to provision or connectivity of these services.
Improvements	<ul style="list-style-type: none">• 3 bedroom house• Swimming Pool

PROPERTY OVERVIEW

Overlays	<p>Council records indicate that the property is subject to the following critical overlays:</p> <ul style="list-style-type: none">• Bushland Habitat• Flood Storm & Drainage Constrained Land• Waterways Wetlands & Moreton Bay• Landslide Hazard• Bushfire Hazard• Road and Rail Noise Impact• Acid Sulphate Soils
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Easements and Caveat	<ul style="list-style-type: none">• EASEMENT IN GROSS No 713613597 08/12/2010 at 11:53 burdening the land SOUTHERN SEQ DISTRIBUTOR-RETAILER AUTHORITY over EASEMENT F ON SP234162• EASEMENT IN GROSS No 713613604 08/12/2010 at 11:54 burdening the land REDLAND CITY COUNCIL over EASEMENTS H,J,K,L AND M ON SP234162• EASEMENT IN GROSS No 715318298 18/09/2013 at 10:07 burdening the land ENERGEX LIMITED A.C.N. 078 849 055 over EASEMENT N ON SP240173• CAVEAT No 718708232 23/04/2018 at 14:48 CLIVE THOMAS KITCHEN
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PROPERTY OVERVIEW

Current Town Planning Scheme

The property is subject to multiple zonings under the Town Planning Scheme for the Redland City Council as shown below:

Zoning	Approximate Land Area	% of Total Land Area
Urban Residential	34,440m ²	48%
Medium Density Residential	4,060m ²	5%
Open Space	23,966m ²	33%
Conservation	9,964m ²	14%
Total	72,430m ²	100%

The key overall outcomes for the “Urban Residential” and “Medium Density Residential” zones are summarized below:

Urban Residential

Uses & Other Development

- (i) Uses & Other Development -
 - a. Are predominantly low-rise residential houses on individual lots of various sizes;
 - b. Maximize the supply of residential land through infill development;
 - c. Provide for housing choice and affordability;
 - d. Encourage opportunities for working from home;
 - e. Where in sub-area UR1 and UR2 – provide an increased range of residential uses including multiple dwellings, and aged persons and special needs housing.
- (ii) Provide for a limited range of non-residential uses that – Fulfill a local community need and provide opportunities for social interaction and activity.

Built Form and Density

- (i) The scale of uses and other development contribute to a predominantly detached residential built form by
 - Limiting building height to maintain a low-rise appearance.
- (ii) The density of uses and other development – Where aged persons and special needs housing provide a range of accommodation types that, in total is consistent with the predominant density in the zone.

TOWN PLANNING

Medium Density Residential

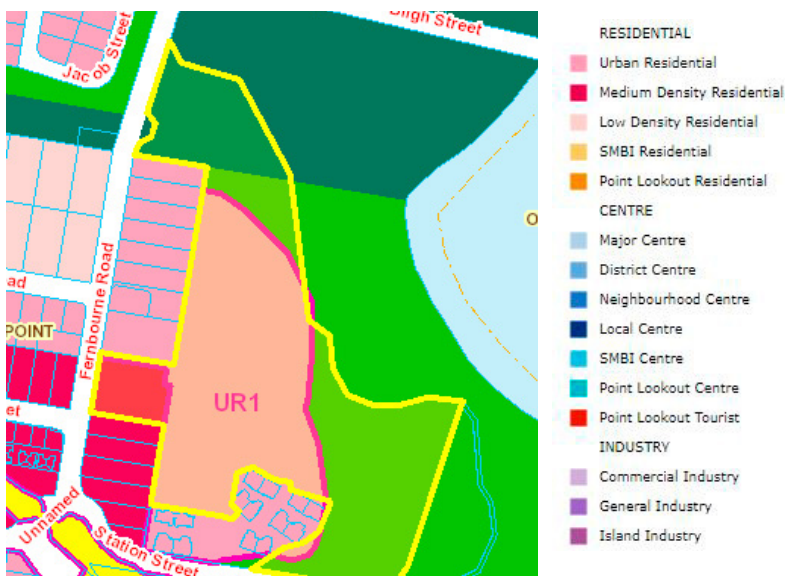
Uses and Other Development

- (i) Provide for a range of residential uses that –
 - a. Are predominantly mid-rise housing on lot sizes that offer opportunities for medium density living;
 - b. Provide a range of dwelling types that offer choice, affordability and adaptability;
 - c. Maximize the supply of dwelling units in close proximity to centres and public transport, to the general exclusion of other less compact forms of housing;
 - d. Encourage opportunities for working from home
- (ii) Provide for a range of non-residential uses that – Fulfill a local community need and provide opportunities for social interaction and activity.

Built Form and Density

- (i) The scale of uses and other development contribute to a predominantly medium density residential built form by – Providing a range of dwelling units that are predominantly mid-rise, except in sub-areas of the new zone where greater building height is provided for.
- (iii) The density of uses and other development – Where aged persons and special needs housing provide a range of accommodation types that, in total, is consistent with the predominant density in the zone.

CURRENT ZONING MAP

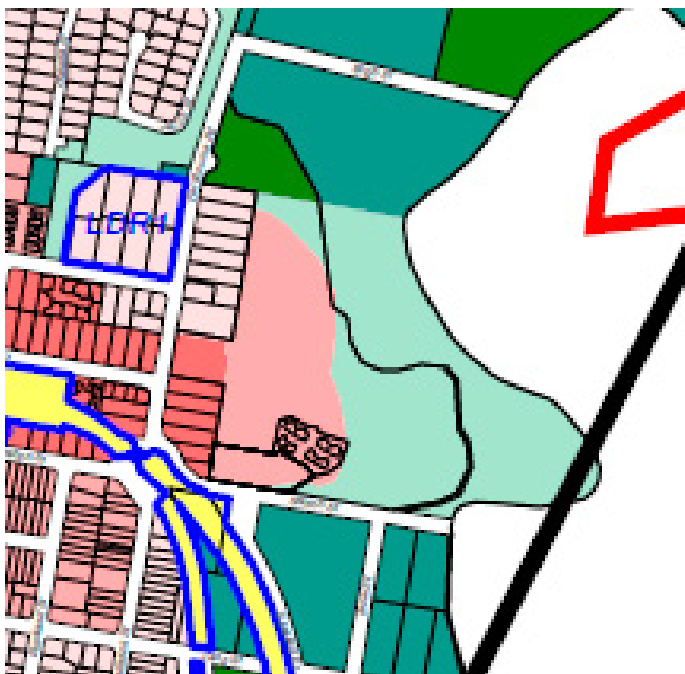


TOWN PLANNING (CONT.)

Draft Redland City Plan 2015

In addition to the above we are aware that under the Draft Redland City Plan 2015 the property would be zoned:

Zoning	Approximate Land Area	% of Total Land Area
Low-Medium Density Residential	34,440m ²	48%
Medium Density Residential	4,060m ²	5%
Recreation and Open Space	23,966m ²	33%
Environmental Management	9,964m ²	14%
Total	72,430m ²	100%



Redland Planning Scheme
Ministerial Approval to Adopt Version
City Wide Zoning Map
(Mainland with Island Insets)

Zoning Map - ZM-001

- Residential Zones**
- Low Density Residential
- Low-medium Density Residential
- Medium Density Residential
- Character Residential
- Tourist Accomodation
- Centre Zones**
- Principal Centre
- Major Centre
- District Centre
- Local Centre
- Neighbourhood Centre
- Specialised Centre
- Recreation Zones**
- Recreation and Open Space
- Environmental Zones**
- Environmental Management
- Conservation
- Industry Zones**
- Low Impact Industry
- Medium Impact Industry
- Waterfront and Marine Industry
- Other Zones**
- Community Facilities
- Emerging Communities
- Mixed Use
- Rural
- Precinct Boundary
- Cadastral Properties
- Outline of RCC
- Local Authorities outside RCC

Source: QLD Government Statistician's Office, rea.com.au, Australian Bureau of Statistics and Redland City Council.

TOWN PLANNING (CONT.)

The “Low-Medium Density Residential” and “Medium Density Residential” zones are summarised below:

Low-Medium Density Residential

The purpose the zone code is to provide for residential areas with a high level of amenity, characterised by a mix of dwelling types including dwelling houses on a range of lot sizes, dual occupancies and smaller scale multiple dwellings.

The key overall outcomes are summarized below:

- (a) The Low-Medium Density Residential zone consists of dwelling houses, dual occupancies and smaller scale multiple dwellings.
- (b) Retirement and residential care facilities and rooming accommodation may be established at a scale that is consistent with other intended housing in the zone.

Medium Density Residential

The purpose of the zone code is to provide for medium density living in areas that are close to public transport or centres, and characterized by a mix of dwelling types including dwelling houses on a range of lot sizes, dual occupancies and multiple dwellings.

The key overall outcomes are summarized below:

- (a) The Medium Density Residential zone consists predominantly of townhouses and apartments. Short term accommodation, retirement and residential care facilities may also be established.
- (b) Housing provides a range of dwelling sizes.

It should be noted that the Draft Redland City Plan 2015 has not yet been adopted.

APPROVED DEVELOPMENT

General Description

On 28 November 2007 the subject property gained approval (via the Planning & Environment Court of Queensland) for a material change of use for a Retirement Village, Environmental Park and Recreation Facilities.

The approved development is known as “Bayside Green”, and is an over 55’s community. The development was proposed to be completed over 13 stages and to comprise a total of 94 villas plus associated community facilities, as part of a community title scheme.

Completed Stages

The “Bayside Green” development was proposed to be completed over 13 stages, thus far Stages 1 & 3 of the development, which comprise a total of 14 strata titled villas have been constructed and on sold.

The completed villas have been constructed on a separate lot and do not form part of the property being offered for sale.

Community Management Statement

The property is part of a community title scheme, and as such we have been provided with the Community Management Statement, (dealing number 715318297) which facilitates the governance of the community titled scheme.

The Community Management Statement provides:

- The subject property (Lot 199 on SP 240173) forming part of the scheme
- The balance of the development yet to be constructed will also form part of the scheme
- The owner of a lot must at all times ensure that at least one occupant thereof is aged 55 years or older
- It is intended that there will be only one body corporate for the approved development
- Other land may be added to the scheme in the future which could involve the creation of further lots which would result in changes to the staging and necessitate additional stages, subject to approvals which may be required

Currency Period

The currency period for this approval was four (4 years) from the date of approval, and as such may have expired on 28 November 2011.

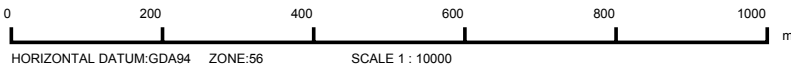
All enquirers need to undertake their own investigations as to the status of the development approvals and currency thereof, and the suitability of those approvals for the intended use.

SMART MAP

Source: Department of Mines and Natural Resources



STANDARD MAP NUMBER
9543-32222



SmartMap

MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	199/SP240173
Area/Volume	7.243ha
Tenure	FREEHOLD
Local Government	REDLAND CITY
Locality	WELLINGTON POINT
Segment/Parcel	20647/65

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy)	15/09/2017
DCDB	14/09/2017
Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.	
Despite Department of Natural Resources and Mines(DNRM)'s best efforts, DNRM makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or	

An External Product of SmartMap Information Services
Based upon an extraction from the Digital Cadastral Data Base



Queensland Government



TITLE SEARCH

Source: Department of Mines and Natural Resources

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 28842656

Search Date: 12/06/2018 16:25

Title Reference: 50924480

Date Created: 19/09/2013

Previous Title: 50834463

REGISTERED OWNER

Dealing No: 715318296 18/09/2013

PRETIREMENT VILLAGES PTY LTD A.C.N. 105 654 475

TRUSTEE

UNDER INSTRUMENTS 707093265, 707093281, 707093288, 707657876
708378955, 708378966, 708378970, 709085246, 711282023, AND
711282023,

ESTATE AND LAND

Estate in Fee Simple

LOT 199 SURVEY PLAN 240173

Local Government: REDLAND

COMMUNITY MANAGEMENT STATEMENT 42079

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19507045 (POR 57)
Deed of Grant No. 19507054 (POR 55)
Deed of Grant No. 19507062 (POR 60)
2. EASEMENT IN GROSS No 713613597 08/12/2010 at 11:53
burdening the land
SOUTHERN SEQ DISTRIBUTOR-RETAILER AUTHORITY
over
EASEMENT F ON SP234162
3. VESTING No 715156935 21/06/2013 at 13:56
EASEMENT IN GROSS: 713613597
REDLAND CITY COUNCIL
4. EASEMENT IN GROSS No 713613604 08/12/2010 at 11:54
burdening the land
REDLAND CITY COUNCIL
over
EASEMENTS H, J, K, L AND M ON SP234162
5. MORTGAGE No 713887214 02/06/2011 at 15:49
PERPETUAL NOMINEES LIMITED A.C.N. 000 733 700

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 28842656

Search Date: 12/06/2018 16:25

Title Reference: 50924480

Date Created: 19/09/2013

EASEMENTS, ENCUMBRANCES AND INTERESTS

6. EASEMENT IN GROSS No 715318298 18/09/2013 at 10:07
burdening the land
ENERGEX LIMITED A.C.N. 078 849 055
over
EASEMENT N ON SP240173

7. CAVEAT No 718708232 23/04/2018 at 14:48
CLIVE THOMAS KITCHEN

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713712406	VEG NOTICE	14/02/2011 10:37	CURRENT

VEGETATION MANAGEMENT ACT 1999

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ GLOBAL X

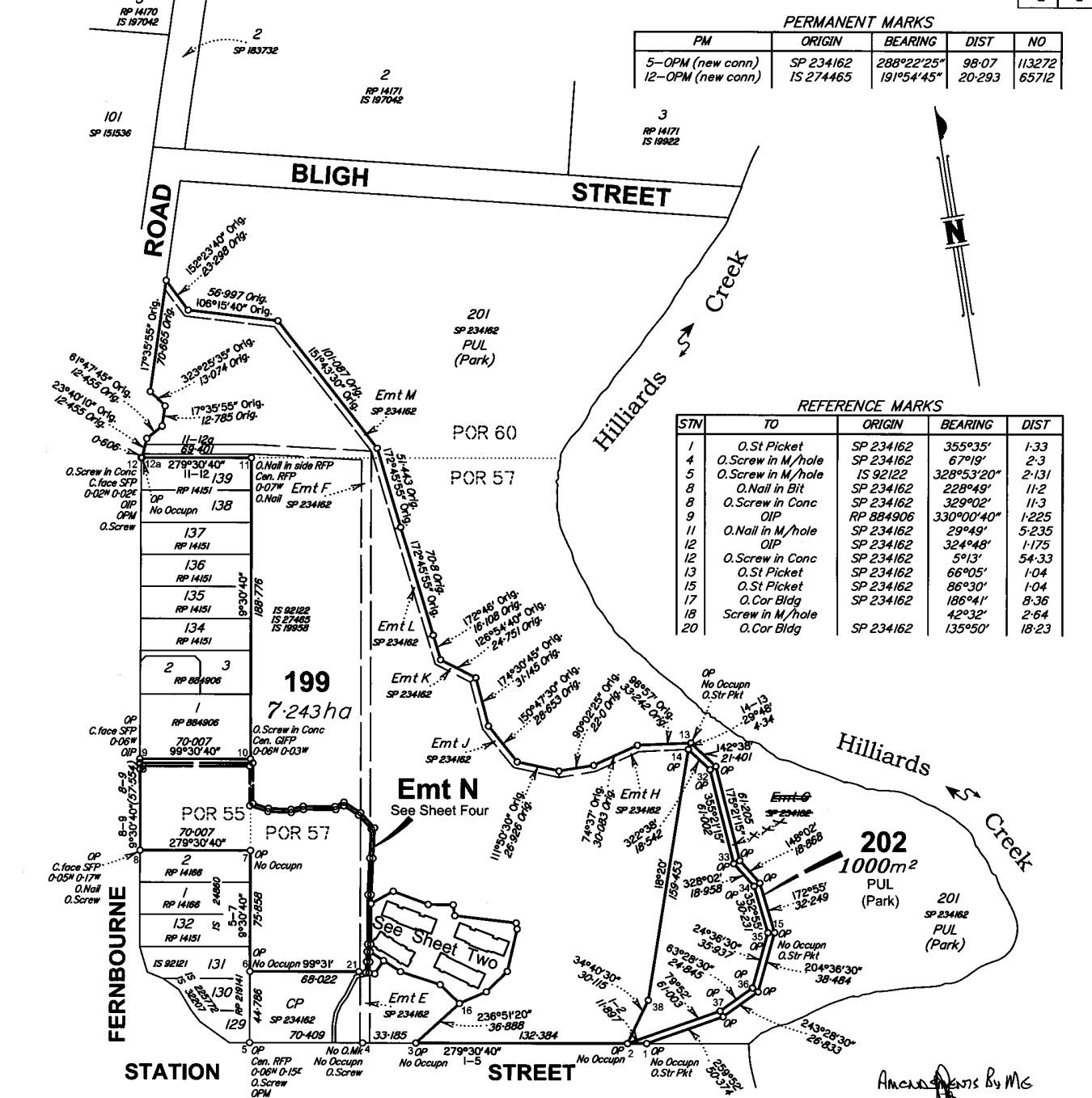
SURVEY PLAN

Source: Department of Mines and Natural Resources

Land Title Act 1994; Land Act 1994
Form 21 Version 3

SURVEY PLAN

Sheet 1 of 4



PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
5-OPM (new conn)	SP 234162	288°22'25"	98.07	113272
12-OPM (new conn)	IS 274465	191°54'45"	20.293	65712

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.St Picket	SP 234162	355°35'	1.33
4	O.Screw in M/hole	SP 234162	67°19'	2.3
5	O.Screw in M/hole	IS 92122	328°53'20"	2.131
8	O.Nail in Bit	SP 234162	228°49'	11.3
8	O.Screw in Conc	SP 234162	329°02'	11.3
9	O.P	RP 884906	330°00'40"	1.225
11	O.Nail in M/hole	SP 234162	29°49'	5.235
12	O.P	SP 234162	324°48'	1.175
12	O.Screw in Conc	SP 234162	5°13'	54.33
13	O.St Picket	SP 234162	66°05'	1.04
15	O.St Picket	SP 234162	86°30'	1.04
17	O.Cor Bldg	SP 234162	186°41'	8.36
18	Screw in M/hole	SP 234162	42°32'	2.64
20	O.Cor Bldg	SP 234162	135°50'	18.23

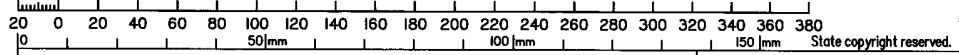
Lot 202 Public Use Land (Park) is a Standard Format Lot
Lot 199 is a Standard Format Lot

Amendments By MC
18-9-13

Area of Base Parcel

- (16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 16) **4042 m²**
- (2, 38, 14, 32, 33, 34, 35, 36, 37, 2) **7729 m²**
- TOTAL 1.177 ha**

Peg placed at all subject lot and easement corners, unless otherwise stated.
Scale 1:2500 - Lengths are in Metres.



I, Anthony John Schmidt hereby certify that the land comprised in this plan was surveyed by Antony Jon Pike, Cadastral Surveyor, for whose work I accept responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 12/07/2013.

[Signature]
Cadastral Surveyor

Date 13/8/13

Plan of
Lots 21-28, 199, 202, Common Property and Easement N in Lot 199

Cancelling Lot 200 on SP 234162
LOCAL REDLAND CITY
GOVERNMENT: COUNCIL LOCALITY: WELLINGTON POINT
Meridian: SP 234162

Scale: **1:2500**

Format: **BUILDING**

SP240173

Survey Records: No

WID-RIC 18/9/13 715297694
715318296
\$1107.80
\$1107.80
18/09/2013 10:06

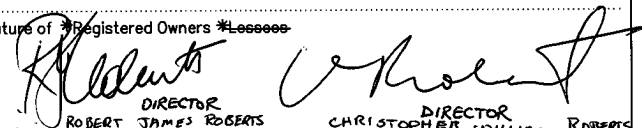
BE 400 NT

1. Certificate of Registered Owners or Lessees.
1/We PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 708378966
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 707093265
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 707093288
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 708378955
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 707093281
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 708378970
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 707657876
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 709085246
PRETIREMENT VILLAGES PTY LTD ACN 105 654 475
TRUSTEE UNDER INSTRUMENT 711282023

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.


* as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

DIRECTOR ROBERT JAMES ROBERTS DIRECTOR CHRISTOPHER WILLIAM ROBERTS
PRETIREMENT VILLAGES PTY LTD
ACN 105 654 475

* Rule out whichever is inapplicable

2. Planning Body Approval.
* Redland City Council
hereby approves this plan in accordance with the:
% Sustainable Planning Act 2009

Dated this 22nd day of August 2013

Approved:  # Redland City Council by its Delegate
David Jeanes # Group Manager City Planning and Assessment
% Insert applicable approving legislation.

3. Plans with Community Management Statement :
CMS Number : 42079
Name : Fernbourne Grove Bayside Villas
4. References :
Dept File : 88500016
ROL005639
Local Govt : MCO08532
Surveyor : E0345

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

5. Lodged by CROUCH & LYNDON LAWYERS
LEVEL 16, 241 ADELAIDE STREET
BRISBANE QLD 4000
(P) 07 3221 2527
(F) 07 3221 5996
ref. NPE: 2013 0264
LODGER CODE: BE26A
(Include address, phone number, reference, and Lodger Code)

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50834463	Lot 200 on SP 234162	21-28,199,202,CP	---	Emt N

MORTGAGE ALLOCATIONS

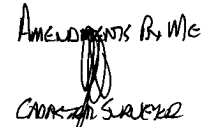
Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
713887214	21-28,199	

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
713613604	199,202
713613597	199
713613604 (Emt's H, J, K, L, M on SP 234162)	202
713613604 (Emt's H, J, K, L, M on SP 234162)	199

EXISTING ADMINISTRATIVE ADVISE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
713712406	199, CP

AMENDMENTS BY ME

CROUCH & LYNDON
11-16-13

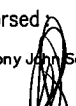
Date of Development Approval: 28th November 2007

199 21-28,202,CP	Por 55,57,60 Por 57
Lots	Orig

7. Orig Grant Allocation :
8. Map Reference :
9543-3222

9. Parish :
CAPALABA

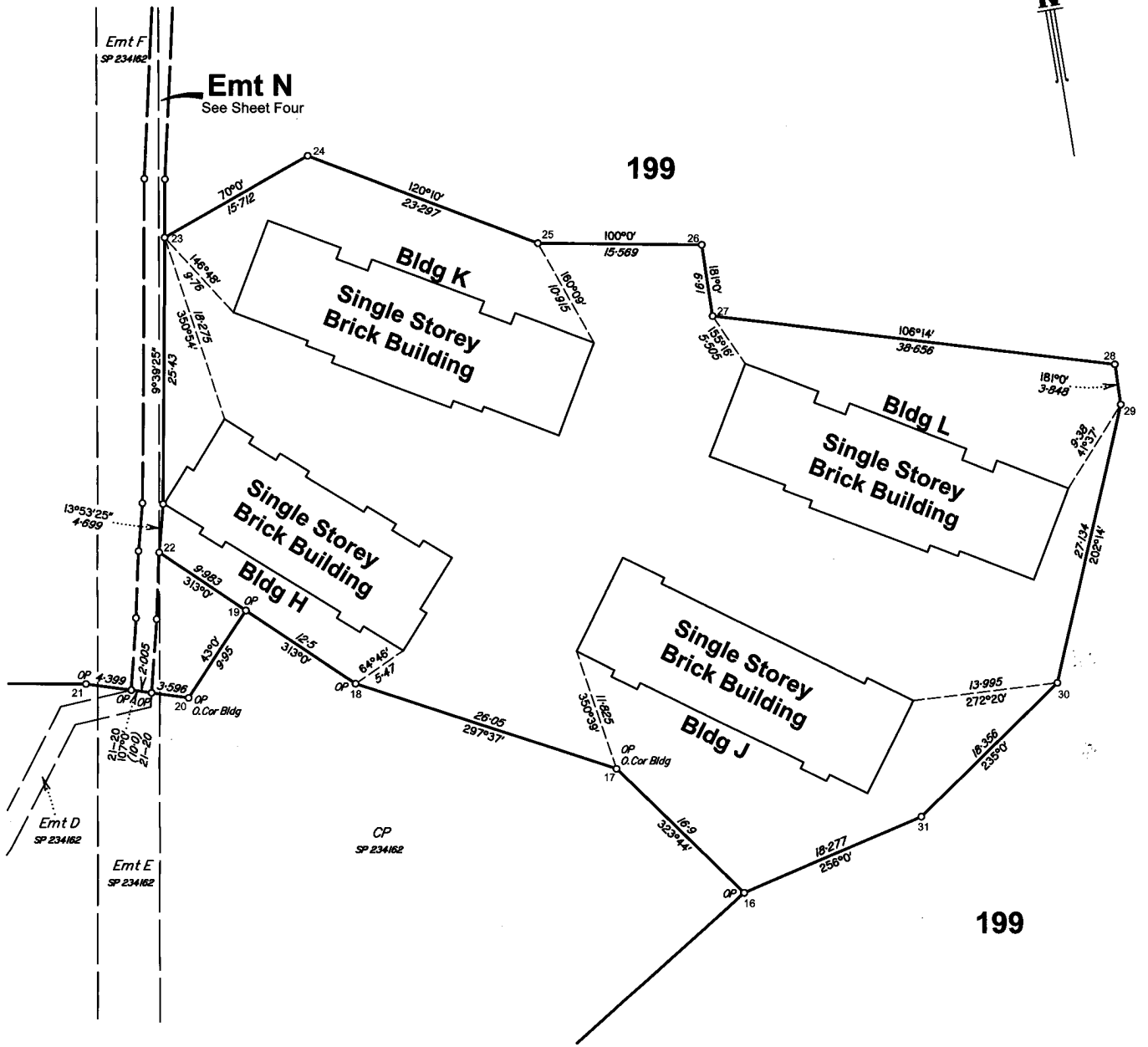
10. County :
Stanley

11. Passed & Endorsed :
By: Anthony John Schmidt
Date: 13/8/13
Signed: 
Designation: Cadastral Surveyor

12. Building Format Plans only.
I certify that:
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~
Cadastral Surveyor/Director * Date 13/8/13
*delete words not required

13. Lodgement Fees :
Survey Deposit \$
Lodgement \$
.....New Titles \$
Photocopy \$
Postage \$
TOTAL \$

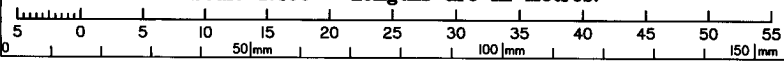
14. Insert Plan Number
SP240173



Area of Base Parcel
4042 m²

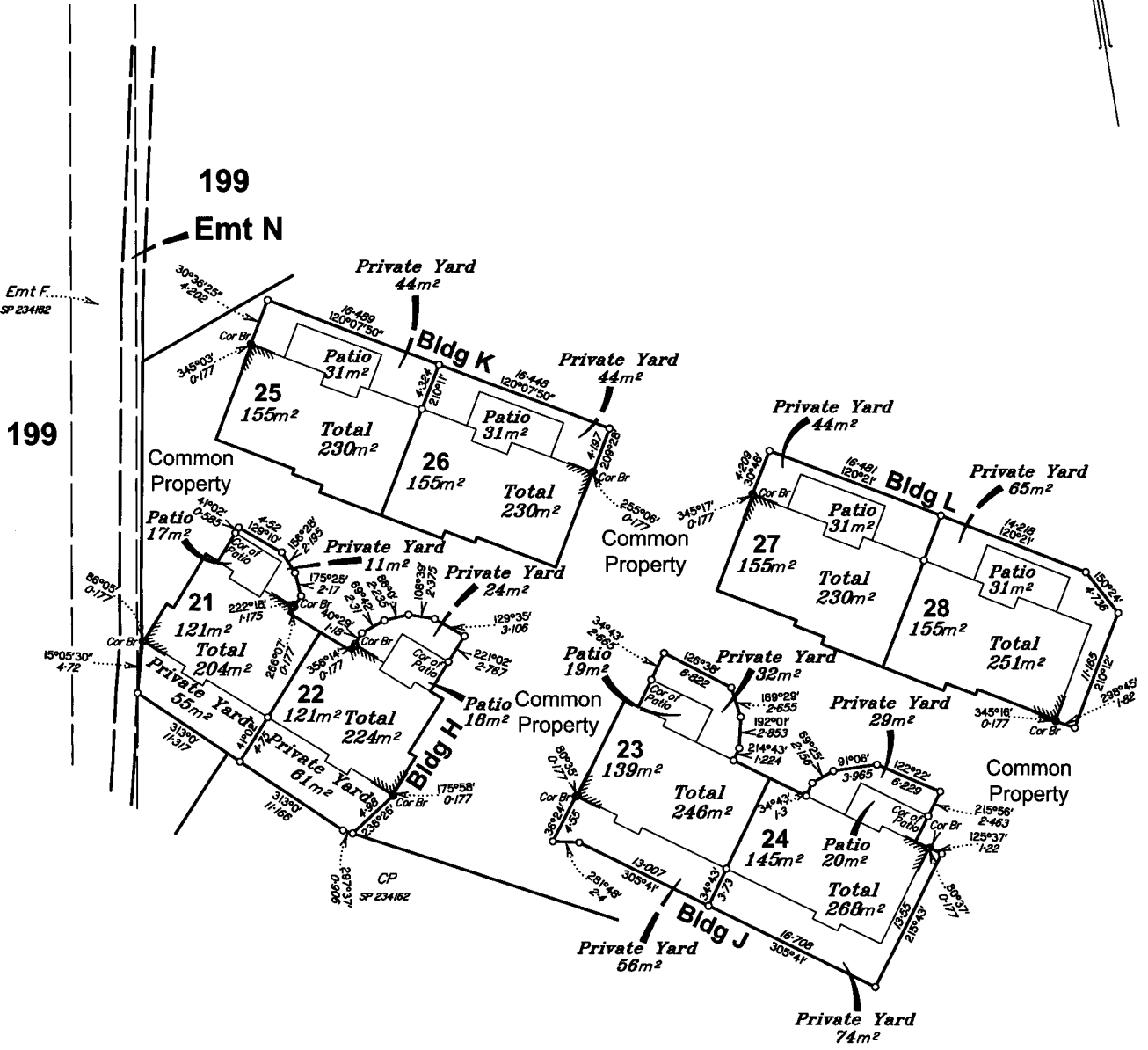
Peg placed at all subject lot and easement corners, unless otherwise stated.

Scale 1:400 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP240173**

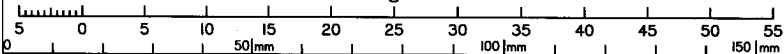


Note:

Unless noted otherwise all Private Yard corners are defined by Nail placed in centre of SFP.

Peg placed at all subject lot and easement corners, unless otherwise stated.

Scale 1:400 - Lengths are in Metres.

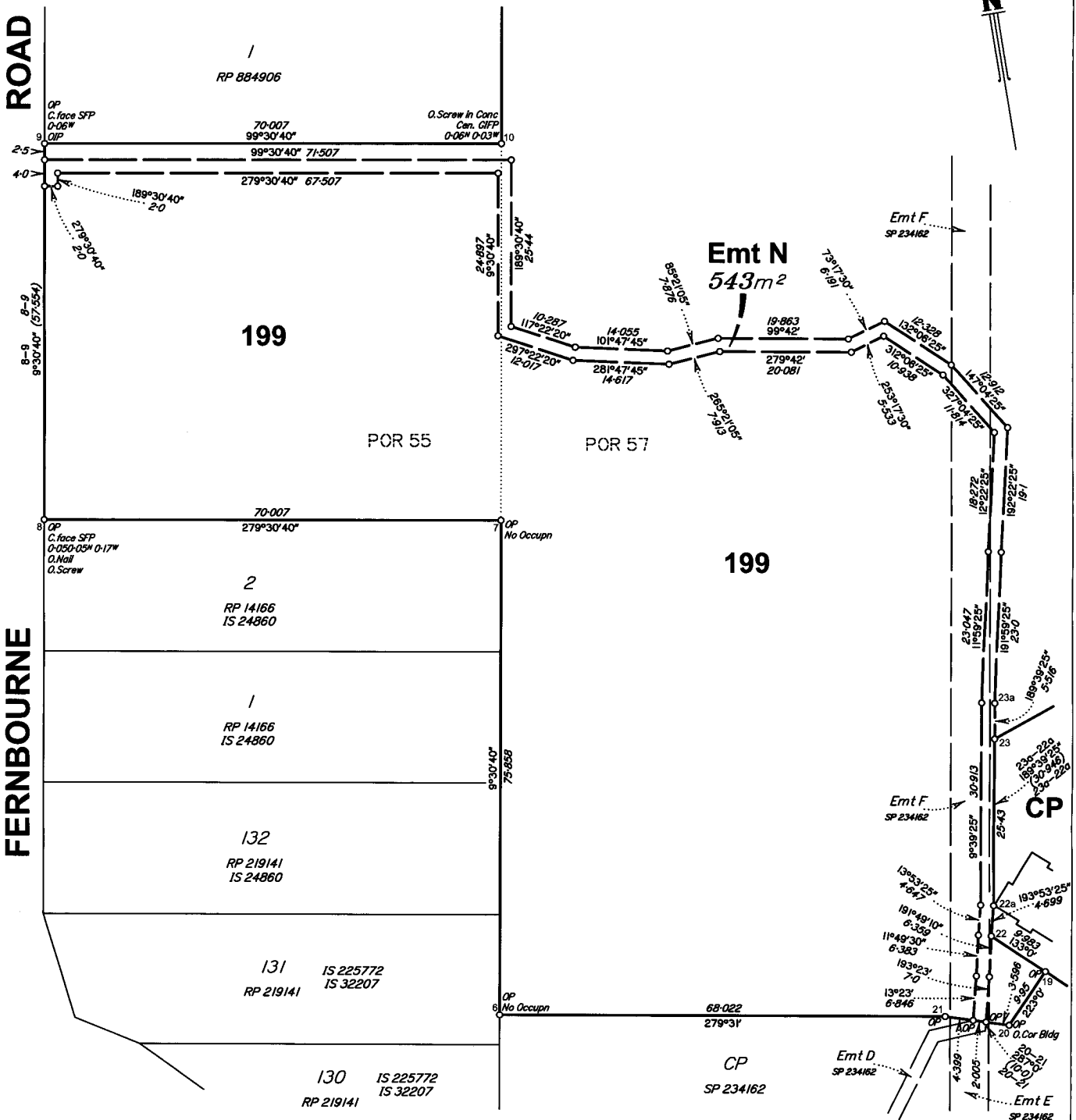


State copyright reserved.

Insert Plan Number **SP240173**

ROAD

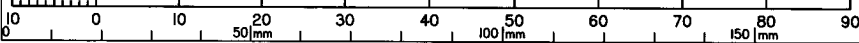
FERNBOURNE



Peg placed at all subject lot and easement corners, unless otherwise stated.
Scale 1:600 - Lengths are in Metres.

State copyright reserved.

Insert Plan Number **SP240173**



WELLINGTON POINT

Source: QLD Government Statistician's Office, rea.com.au, Australian Bureau of Statistics

Introduction

Wellington Point covers a total area of approximately 9.4 square kilometers, and is an established South East Qld bayside residential locality.

Location

Wellington Point is located approximately 40 minutes south east of the Brisbane CBD, and forms part of the Redland City Local Government Area. Wellington Point is well serviced by a wide range of private and public infrastructure with schools, outdoor recreation options and retail venues all being within walking distance or a short car ride.

Demographic Overview

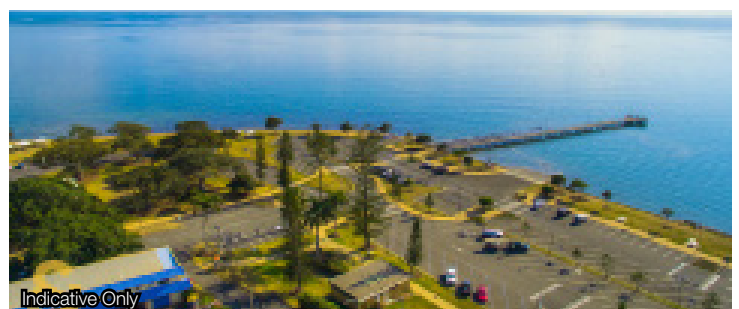
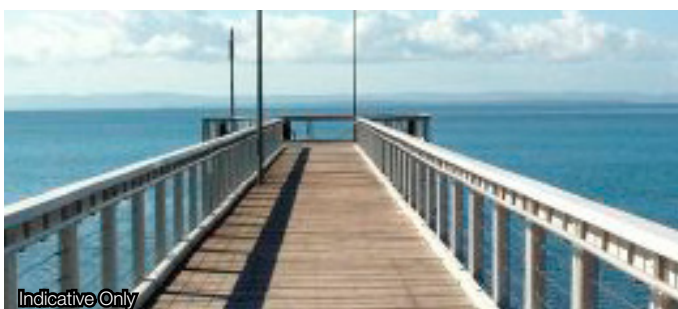
Key Statistics

The key demographic statistics for the suburb of Wellington Point and the Redland City Local Government Area (LGA) are provided in the table below:

Statistics	Wellington Point	Redland City LGA
Estimated Population (2016)	12,031*	151,987*
Estimated Population (2011)	11,397*	143,711*
Population Change (%)	5.5%	5.7%
Median Age (Years)	40.9*	41.1*

As at June 2016 Wellington Point had an estimated population of 12,031* people, which reflects an increase 5.5% since June 2011

Wellington Point's population growth has kept pace with Redland City (5.7%), and is considered to be reflective of the area's established nature, with limited development opportunities. Wellington Point also has a relatively mature population, recording a median age of 40.9* years as at June 2016, which is roughly in line with Redland City's median age of 41.1* years.

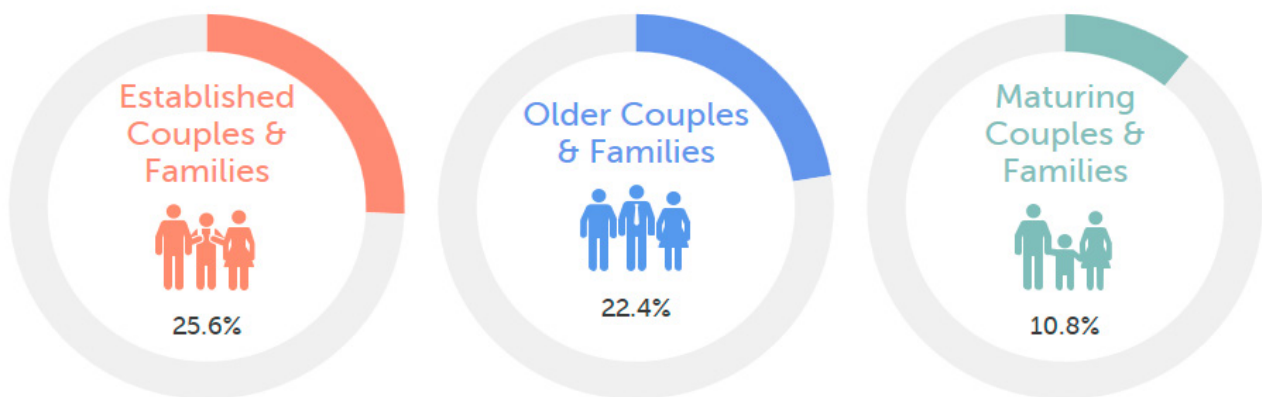


*approximately

WELLINGTON POINT

Population Profiles

Demographically Wellington Point is a popular location for families at every life stage, given its relaxed atmosphere and that it is well serviced by a wide range of private and public infrastructure.



Dwelling Structure & Tenure

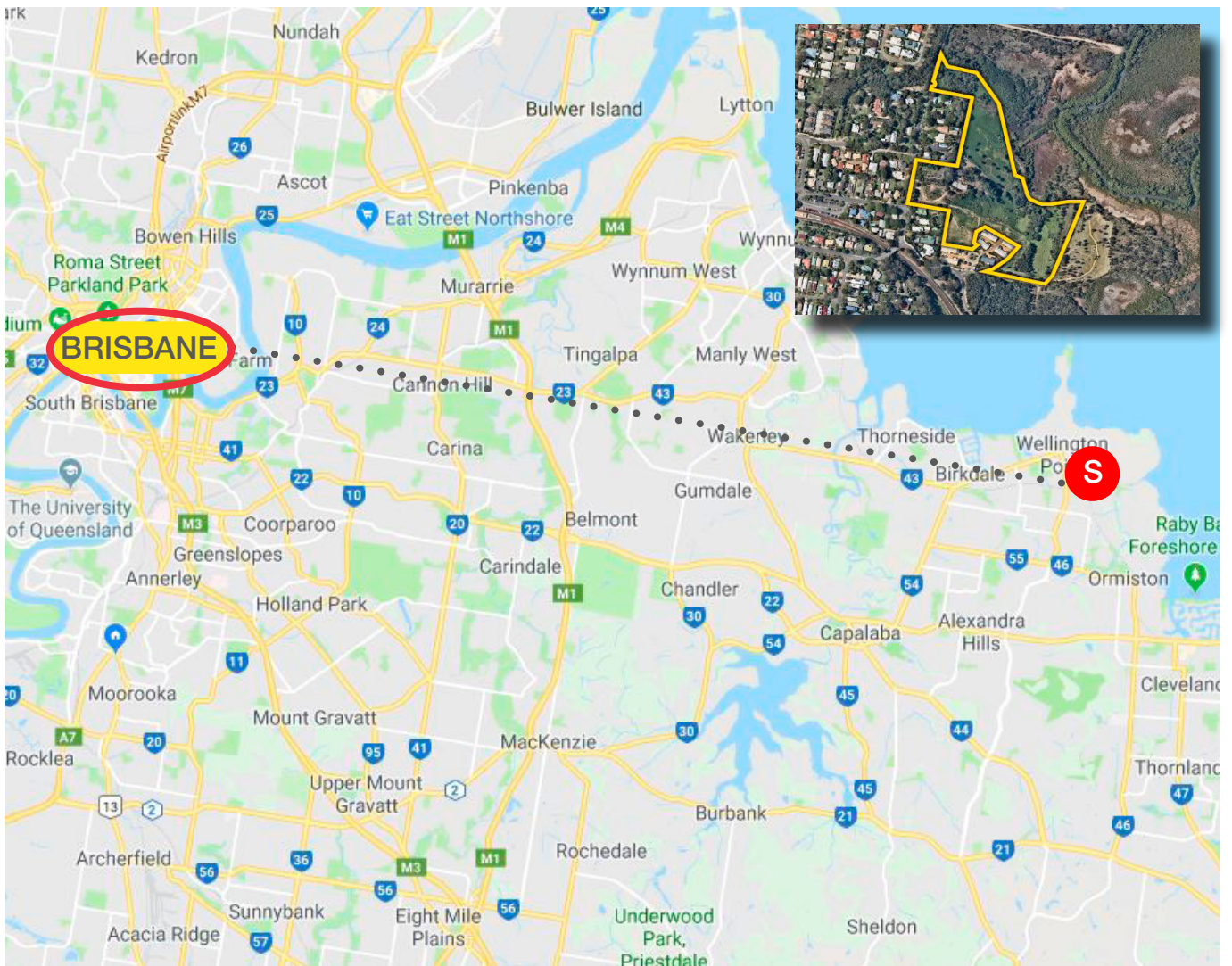
Statistic	Wellington Point	Redland City LGA
Total Dwellings	3,944*	52,446*
Average Household Size	2.8*	2.6*
Detached Dwellings (Houses)	89.7%*	85.0%*
Owned Dwellings	75.9%*	71.6%*

Wellington Point resident population is housed in approximately 3,944 dwellings, and has an average household size of 2.8* persons per dwelling.

Residential development within Wellington Point is dominated by detached dwellings, with houses comprising 89.7% of the market.

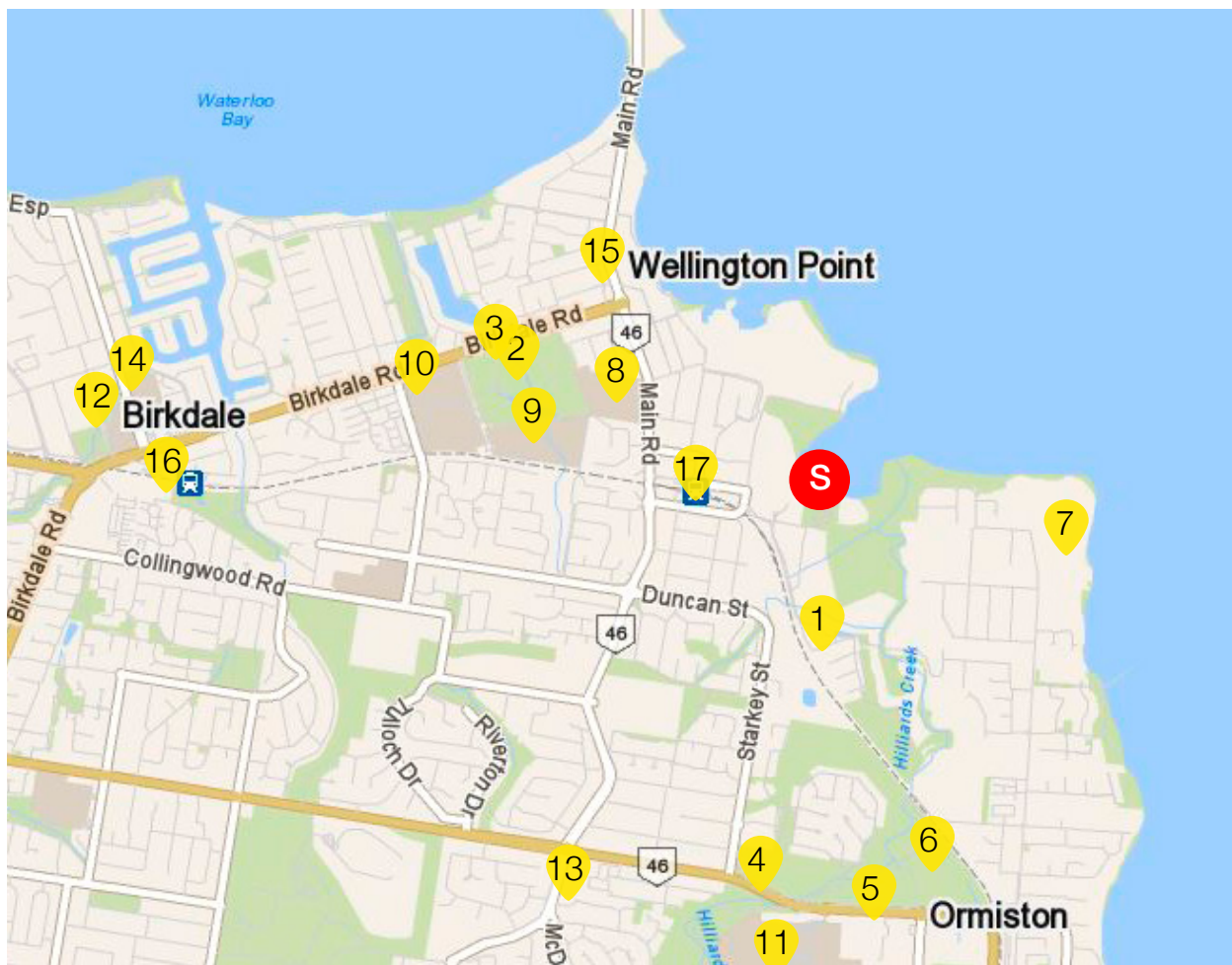
Furthermore the majority of dwellings within Wellington Point are owner occupied, with 75.9% of all dwellings being owned outright or with a mortgage.

LOCATION PARTICULARS



S Subject Property

AMENITIES MAP



Recreational:

1. The Reserve Wellington Point
2. EGW Wood Sportground
3. Wellington Point Recreational Hall
4. Apex Park
5. Fellmonger Park
6. Hilliards Creek Park
7. Ormiston House

Schools:

8. Wellington Point State School
9. Redlands College
10. Wellington Point State High School
11. Ormiston College
12. Birkdale State School

Shopping:

13. IGA Wellington Point
14. Woolworths Birkdale
15. Foodworks Wellington Point

Transport:

16. Birkdale Train Station
17. Wellington Point Train Station

S Subject Property

Source: Whereis.com.au

*Icon locations and positions are indicative only

SOURCES OF INFORMATION

Page	Content	Source
Page 9	Town Planning	Redland City Council
Page 13	Smart Map	Department of Mines and Natural Resources
Page 15	Title Search	Department of Mines and Natural Resources
Page 18	Survey Plan	Department of Mines and Natural Resources
Page 24	Wellington Point Profile	QLD Government Statistician's Office, rea.com.au, Australian Bureau of Statistics
Page 27	Amenities Map	Whereis.com.au
Annexure A	Photography	Skypics
Annexure B	Expressions of Interest Form	Ray White Special Projects (Qld)
Annexure C	Dataroom / Due Diligence Information	Receivers and Managers
Annexure D	Confidentiality Deed Poll	Receivers and Managers

ANNEXURE A

PHOTOGRAPHY

Source: Skypics





Outline Indicative Only



Location Indicative Only

ANNEXURE B

EXPRESSIONS OF INTEREST FORM

Source: Ray White Special Projects (Qld)

Expressions of Interest Form.

37 Station Street, Wellington Point, QLD, 4160.

Please note that the proposed buyer should only submit an Expressions of Interest to:

Mark Creevey
Ray White Special Projects (Qld)
Level 26, One One One
111 Eagle Street,
Brisbane Qld 4000

Tony Williams
Ray White Special Projects (Qld)
Level 26, One One One
111 Eagle Street,
Brisbane Qld 4000

Mobile: 0408 992 222
Phone: 07 3231 2225
Fax: 07 3832 4777
Email: mark.creevey@raywhite.com

Mobile: 0411 822 544
Phone: 07 3231 2276
Fax: 07 3832 4777
Email: tony.williams@raywhite.com

Expressions of Interest (EOI) Form / Particulars

I / We register our Expression of Interest to enter into negotiations to purchase the property located at 37 Station Street Wellington Point QLD 4160 ("the Property").

Property Details

Address 37 Station Street Wellington Point QLD 4160

Real Property Details An Estate in Fee Simple being Lot 199 on Survey Plan 240173, and part of the 'Fernbourne Grove Bayside Villas' community titles scheme CTS 42079.

Land Area 72,430m²*

Local Authority Redland City Council

Expressions of Interest

Proposed Price: \$ excluding GST

Proposed Deposit: 10% of the Purchase Price

Proposed Settlement Date:

Further Details / Information:
(Finance, Conditions etc.)

Details of Proposed Buyer

Full Name(s):

If Company

Name:

ACN/ABN:

Registered for GST: Yes or No (please circle one)

Contact Details

Address:

Work:

Mobile:

Email:

FIRB approval require to purchase the Property:

Yes or No (please circle one)

Buyers should consult their legal advisers if in doubt

Proposed Guarantors* (please complete if the proposed Buyer is a company or trustee of a trust):

Name:

Address:

Telephone:

Email:

*Guarantors should be directors of a company Buyer or principal beneficiaries if trustee Buyer

Details of Proposed Buyer's Solicitor (if known)

Firm:

Name / Contact:

Address:

Contacts:

Telephone:

Email:

Proposed Buyer Acknowledgement

In submitting an Expression of Interest to buy the subject property ("EOI"), the Proposed Buyer agrees to the following conditions:

1. The Proposed Buyer agrees to and accepts all disclaimers, limitations and qualifications in any written or verbal brochure, advertisement, representation, search, advice or information issued by the Receivers and Managers or Ray White or anyone on behalf of either of them ("Marketing Material").
2. The Proposed Buyer acknowledges that the Proposed Buyer has to satisfy itself about the characteristics, value, potential and features of the subject property by relying only on the Buyer's own enquiries and investigations and not on any Marketing Material. Therefore, neither the Receivers and Managers nor Ray White (or their respective employees and agents) will be liable if any Marketing Material is incorrect, incomplete or misleading.
3. The Proposed Buyer has read and accepts and agrees to the terms of the Disclaimer in the Information Memorandum containing this EOI form.
4. The Proposed Buyer agrees that the Receivers and Managers will not be obliged to sell the subject property in response to this or any particular EOI.
5. The Receivers and Managers may sell the subject property to any person they choose, as a result of the EOI process or otherwise, or not at all. The Proposed Buyer cannot assume or expect that:
 - the Receivers and Managers will negotiate, or not negotiate, with the Proposed Buyer or any other person;
 - the Receivers and Managers will accept the highest purchase price offered;
 - the Receivers and Managers will consider any particular feature of an EOI or other proposal to buy the subject property as determinative; or
 - the submission of the Proposed Buyer's EOI will lead to any particular outcome.
6. The sale of the property will be on an 'as is, where is' basis and the Receivers and Managers will make no representations or warranties as to the property.
7. No claim can be made against the Receivers and Managers or Ray White in relation to any costs or expenses incurred by a respondent in evaluating the subject property or submitting an EOI.
8. This EOI constitutes an expression of interest by the Proposed Buyer to negotiate for the possible sale and purchase of the subject property.

Execution

Signed by the Proposed Buyer:

Signature

Full Name:

Position (if Proposed Buyer is not an individual or individuals)

Date Signed:

ANNEXURE C

DUE DILIGENCE

INFORMATION

Source: Receivers and Managers

DATAROOM / DUE DILIGENCE INFORMATION

Further information has been compiled in a dataroom to assist each interested party in undertaking due diligence.

Prior to being provided access to the dataroom and any additional information the interested party must complete and return the **Confidentiality Deed Poll** supplied in Annexure D.

We note that additional information may be made available in the dataroom or otherwise throughout the duration of the marketing campaign without notice.

ANNEXURE D

CONFIDENTIALITY

DEED POLL

Source: Receivers and Managers

Confidentiality deed poll

or incurred by the Recipient in connection with the Confidential Information or this deed poll.

Background

- A The Discloser may have in the past provided and may in the future provide the Recipient with Confidential Information.
- B The Recipient agrees and covenants in favour of the Discloser to keep the Confidential Information confidential and not to use or disclose the Confidential Information except in accordance with the terms of this deed poll.

Agreed terms

1 Disclosure and use

1.1 Disclosure and use

The Recipient must:

- (a) keep the Confidential Information in strict confidence and only use the Confidential Information for the Permitted Purpose;
- (b) not disclose, or cause or permit the disclosure of, the Confidential Information, except as permitted by clause 1.3; and
- (c) not reproduce any Confidential Information except in connection with the Permitted Purpose.

1.2 Exclusion

The obligations of confidence in clause 1.1 do not apply to the extent that Confidential Information:

- (a) is required to be disclosed by applicable law, or under compulsion of law by a court or government agency or body (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process, including regulatory inquiries, or otherwise) as long as the Recipient discloses the minimum amount of Confidential Information the Recipient is advised by counsel is required to satisfy such disclosure requirements;
- (b) is in the public domain otherwise than as a result of a breach of this deed poll or other obligation of confidence;
- (c) was known to the Recipient prior to Discloser's disclosure of such information to the Recipient (unless obtained from a source which to the Recipient's knowledge was not permitted to disclose such information to the Recipient); or
- (d) was available to the Recipient on a non-confidential basis from a source (other than Discloser or any agent, employee or consultant of the Discloser) that is not known by the Recipient to be prohibited from transmitting or disclosing the information by a contractual, legal or fiduciary obligation.

1.3 Permitted disclosure

The Recipient may disclose or allow access to the Confidential Information to the directors, employees, officers, principals, agents, shareholders and advisers (**Representatives**) of the Recipient if:

- (a) the disclosure is necessary for the Permitted Purpose, and is only made or allowed to that extent; and
- (b) the Representative is informed of and agrees to the confidentiality obligations contained in this deed poll.

1.4 No reliance

The Recipient acknowledges and agrees that:

- (a) the Discloser makes no representations or warranties as to the accuracy, completeness or reliability of the Confidential Information;
- (b) the Confidential Information may be inaccurate, incomplete or unreliable; and
- (c) the Discloser is not liable for any loss or damage however caused (including by the negligence of the Discloser) suffered

2 Intellectual property

The Recipient acknowledges that as between the Discloser and the Recipient, the Discloser retains the intellectual property rights in and in connection with the Confidential Information.

3 Return or destruction

If the Confidential Information is no longer required for the Permitted Purpose or the return or destruction of the Confidential Information is requested by the Discloser, the Recipient must promptly, at the Discloser's sole option:

- (a) return to the Discloser;
 - (b) destroy and certify in writing to the Discloser the destruction of; or
 - (c) destroy and permit the Discloser to witness the destruction of,
- all Confidential Information.

4 Capacity warranties

The Recipient represents and warrants and it is a condition of this deed poll, that:

- (a) the Recipient has full power and authority to enter into and perform its obligations under this deed poll;
- (b) the Recipient has taken all necessary action to authorise the execution, delivery and performance of this deed poll in accordance with its terms;
- (c) if the Recipient is an individual, the execution, delivery and performance by the Recipient of this deed poll does not and will not violate any encumbrance or document which is binding upon it or any assets of it;
- (d) if the Recipient is a corporation, the execution, delivery and performance by the Recipient of this deed poll do not and will not violate:
 - (i) its constitution or other constituent documents; or
 - (ii) any encumbrance or document which is binding upon it or any Related Body Corporate or any assets of it or any assets of a Related Body Corporate (as that term is defined in the *Corporations Act 2001* (Cth));
- (e) no litigation, arbitration, dispute or administrative proceeding has been commenced, is pending or to the Recipient's knowledge threatened and no judgment or award has been given, made or is pending, which in any way questions its power or authority to enter into or perform its obligations under this deed poll; and
- (f) the Recipient does not, and its assets do not, enjoy immunity from any suit or execution.

5 Term and termination

5.1 Term

This deed poll commences on the date of this deed poll and continues until terminated in accordance with this clause 5.

5.2 Termination for convenience

The Discloser may terminate this deed poll at any time by notice to the Recipient in which case this deed poll will terminate on the date specified in that notice or, if no date is specified, immediately.

5.3 Waiver and acknowledgement

The Recipient expressly waives any rights it may have to terminate this deed poll. The Recipient acknowledges that the Discloser may terminate this deed poll under this clause 5 without considering the impact of the termination on the Recipient.

5.4 After termination

On termination of this deed poll accrued rights or remedies of a party are not affected.

5.5 Survival

Termination of this deed poll will not affect clauses 1, 2, 3, 5.4 and 6, or any provision of this deed poll which is expressly or by implication intended to come into force or continue on or after the termination.

6 Indemnity

The Recipient is liable for, and indemnifies the Discloser from and against, all loss or damage (including legal costs) incurred or suffered by the Discloser, however caused, in connection with this deed poll including any breach of this deed poll.

7 General

- (a) The laws of Queensland govern this deed poll.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- (c) Each party must meet or pay its own legal costs and disbursements in respect of the preparation, negotiation and execution of this deed poll.
- (d) The Recipient must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this deed poll.
- (e) The Recipient must not assign, in whole or in part, or novate the Recipient's rights and obligations under this deed poll without the prior written consent of the Discloser.
- (f) The Discloser may assign its interest under this deed poll.
- (g) Each provision of this deed poll will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (h) This deed poll represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- (i) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this deed poll.
- (j) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this deed poll.
- (k) In this deed poll:
 - (i) terms defined in the Schedule have the meaning given;
 - (ii) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
 - (iii) no rule of construction applies in the interpretation of this deed poll to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it; and
 - (iv) a reference to a document or agreement (including a reference to this deed poll) is to that document or agreement as amended, novated, supplemented, varied or replaced.

Schedule

Discloser	
Name and address:	Pretirement Villages Pty Ltd ACN 105 654 475 (Receivers and Managers Appointed) (In Liquidation) as trustee for the Retirement Villages Unit Trust, and Grant Sparks and Michael Owen as joint and several receivers and managers c/o Level 27, Central Plaza 1, 345 Queen Street, Brisbane, Queensland 4000
Recipient	
Name (including ACN if a company) and address:	
Name and email address for access to data room:	
Permitted Purpose	
Evaluating, considering and negotiating a proposed transaction in relation to the property at 37 Station Street, Wellington Point, Queensland 4160, being Lot 199 on SP240173, Title Reference 50924480.	
Confidential Information	
Means the following, whether or not in material form: <ol style="list-style-type: none">(a) the existence and terms of this deed poll;(b) all information already disclosed or to be disclosed or made available by or on behalf of the Discloser to the Recipient;(c) that part of all notes and other records prepared by the Recipient or by or on behalf of the Discloser based on, or incorporating, the Confidential Information;(d) all copies of any Confidential Information; and(e) any documents entered into by the Recipient and Discloser in respect of the Permitted Purpose.	

EXECUTED as a deed poll

Company
Note: Must be signed by 2 directors or a director and secretary, unless the company has a sole director and secretary.

Signed sealed and delivered by
the Recipient
on / /20 by:

^ _____
Director/Sole Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

Individual
Note: Only sign here if entering into this confidentiality deed poll as an individual, not a company.

Signed sealed and delivered by
the Recipient
on / /20 in the
presence of:

^ _____
Signature of the Recipient

^ _____
Signature of witness

^ _____
Name of witness (print)



Ray White

Special Projects (Queensland)
www.raywhitecommercial.com

Tony Williams

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M 0411 822 544
E tony.williams@raywhite.com

Mark Creevey

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