

Coles
Emerald

Emerald
Railway Station



35 LORRAWAY STREET AND 2-37 GLENN STREET, EMERALD QLD 4720 INFORMATION MEMORANDUM

PREPARED BY RAY WHITE SPECIAL PROJECTS QLD AND RAY WHITE EMERALD
JUNE 2019



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THE OPPORTUNITY

24 Unit Accommodation Facility - Partial Leaseback.

Property highlights include:

- 12 single level duplex buildings providing a total of 24 single level accommodation units
- Leaseback for 11 accommodation units (45% leased) at \$101,881* Gross P.A.
- Total land area of 1.529* Hectares on one title
- Zoned "General Residential"
- Close proximity to Emerald Train Station
- Well positioned to town centre and local shopping and adjoining sports fields
- Variety of opportunities including strong income generation or potentially strata title (^STCA)

As the exclusive marketing agents, we encourage your strong consideration of this outstanding asset and look forward to assisting you with your enquiries.

Mark Muldrew
Ray White Emerald

M 0428 836 675
E mark.muldrew@raywhite.com

Tony Williams
Ray White Special Projects (QLD)

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



*Approximately

Important: Prospective purchasers conduct due diligence investigations of the properties strictly at their own expense and risk, and the vendor will have no liability in relation to such expenses. Consent by the vendor to the conduct by any potential purchaser of due diligence activities or investigation will not in any circumstance be construed as a representation that the vendor will be exercising, or refraining from exercising its rights to deal with the properties, or any representation that the vendor intends to contract with that potential buyer, or at all.

SALES SUMMARY

Address

35 Lorroway Street and 2-37 Glenn Street, Emerald

The property is being offered for sale by Offers to Purchase.

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

- Decline to consider and/or accept any OTP lodged in response to this invitation;
- Negotiate directly with any party who has lodged an OTP at any stage;
- Accept or decline a non-conforming OTP at any stage of the sale process;
- Enter into any agreement for sale of the property 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 OTP;
- Reject all or any OTPs at any time for any reason; and
- Withdraw the property from sale

Method of Sale

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

EOI for 35 Lorroway Street and 2-37 Glenn Street, Emerald
c/- Mark Muldrew
Ray White Emerald
80 Egerton Street,
Emerald Qld 4720

If the EOI is to be submitted electronically, details are as follows:

c/- Ray White Emerald
E-mail: mark.muldrew@raywhite.com

Marketing Agents

Mark Muldrew

Ray White Emerald
M: 0428 836 675
E: mark.muldrew@raywhite.com

Tony Williams

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

PROPERTY OVERVIEW

Property Address	35 Lorroway Street and 2-37 Glenn Street, Emerald 4720
Real Property Description	Lot 75 on Registered Plan 883749
Local Council	Central Highlands Regional Council
Site Area	1.529ha*
Zoning	The property is zoned "General Residential Zone" under the Central Highlands Regional Council Planning Scheme.
Property Description	<p>The subject property comprises an irregular shaped, inside allotment, with dual road frontages, including Lorroway Street to part of the northern boundary, and stub road frontage to Glenn Street along part of the eastern boundary.</p> <p>The site is improved with 12 duplex residential dwellings (total of 24 units)</p>
Services and Amenities	All normal utilities including electricity, telephone, reticulated town water and sewerage services are available and connected to the property



*Approximately

PROPERTY OVERVIEW

SUMMARY OF PROPOSED LEASEBACK AND TENANCY AGREEMENT

The seller QRN Property Pty Ltd (Aurizon) propose to lease back 11 of the dwellings.

A) "Employees Housing" Leaseback

Accommodation Units 11, 13, 14, 18, 24 and 25 on the following basis:

Tenant:	Aurizon Operations Limited A.C.N 124 649 967
Gross Annual Rental:	\$54,600 excluding GST
Term:	3 years
Option to Review:	1 x 3 year option
Permitted Use:	Occupying part of the premises (including the buildings) for short term employee accommodation and related uses.

B) "Quarters" Leaseback

Accommodation Units 1, 2, 3 and 4 on the following basis:

Tenant:	Aurizon Operations Limited A.C.N 124 649 967
Gross Annual Rental:	\$37,440 excluding GST
Term:	3 years
Option to Review:	1 x 3 year option
Permitted Use:	Occupying the premises (including the buildings) for short term employee accommodation and related uses.

2) General Tenancy Agreement - Unit 16

Lessor:	QR National Limited
Tenant:	David Leiteh
Term of Agreement:	Periodic Agreement
Commencement Date:	01/11/2012
Gross Rent:	\$189.23 per week (\$9,840.00 p.a.)
Rent Period:	First day of each fortnight
Bond:	\$1,320

- Draft lease documents have been prepared by the seller for above Leasebacks A and B and are available on request
- A number of the units contain furnishings, white goods and ancillary kitchen equipment which will be sold with the property.

Provided on page 8 is a list of existing inventory. This list provided as a guide as to what is currently held in the units and may be subject to change. Finalisation of the inventory will be completed at settlement.

PROPERTY OVERVIEW

LICENSE DEED OVERVIEW

An agreement exists for a local sporting club to license an area of the property as follows:

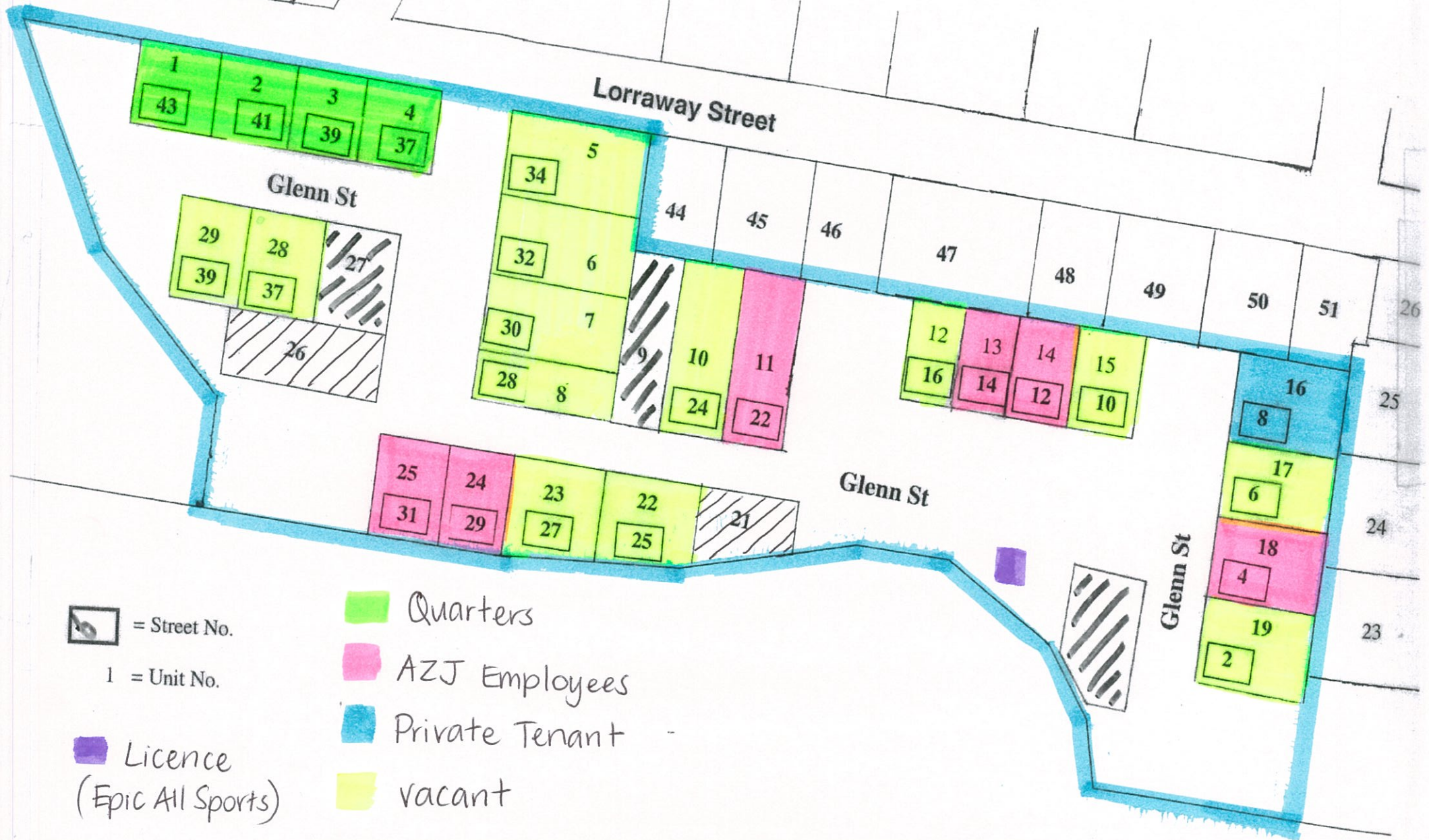
Licensor:	Aurizon Property
Licensee:	Epic All Sports Incorporated
License Fee:	\$1 plus GST per annum if demanded
Permitted Use	Access to the licensed premises
Public Risk Insurance Amount:	\$20million
Start Date:	10 October 2023
End Date:	30 September 2023
Further Term	1 x 4 years

Refer to Annexure F for further details

PROPERTY OVERVIEW

SITE PLAN

Emerald Units



PROPERTY OVERVIEW

SERVICES PLAN



SULLIVAN STREET

77
RP889858

83
RP889858

82
RP889858

55
RP619996

40
RP618963

87
RP883749

37
5,745m²

44
RP618960

45
RP618960

46
RP618960

47
RP618960

48
RP618960

49
RP618960

49
RP618960

50
RP618960

26
RP618960

25
RP618960

24
RP618960

23
RP618960

52
RP881528

GLENN STREET

LEGEND

- Fence
- Underground Electrical
- Electrical Pillar
- Sewer Line
- Sewer Manhole
- Water Pipe
- Fire Hydrant
- Sluice Valve
- Water Tap
- Water Meter
- Bore
- Irrigation Valve
- Telstra Cable
- Telstra Pit

Proposed Subdivision of
Lot 75 on RP883749
Lorraway Street Emerald
For
Aurizon Operations Ltd

IMPORTANT NOTES:
(These notes are an integral part of this plan)
This plan has been prepared for Aurizon Operations Ltd for the purposes of Reconfiguration of a Lot. It is not to be used for any other purpose or for any other purposes and is subject to the following limitations: The Contours, boundaries, creek line, flood lines, building locations have all been scaled and should not have any reliance based on them as they are only intended as a general guide. The configuration of all elements shown on this plan is subject to Local authority (and relevant State Government Authority) approvals, detailed design, final survey and registration of survey plans. Any comments contained on this plan should be confirmed by the relevant authorities. The dimensions, areas and total number of lots shown hereon are subject to field survey and also to the requirements of Council and any other authority which may have requirements under any relevant legislation. In particular, no reliance should be placed on the information on this plan for any financial dealings involving the land.

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Data Source:
Cadastral Boundaries: RP883749
Contours / Topographic: Field Work
Aerial Images: -
Flood Level: -
Engineering Design: -
Architectural Design: -
Landscape Design: -

Issue	Revisions	Date	Drawn
A	Original	02.05.2018	SLB

Locality: Emerald
Local Authority: CHRC
Projection: Ground
Horizontal Meridian: MGA
Vertical Level Datum: AHD
Level Origin: OPN18958 RL=178.965
Scale: 1:500 @ A1
Surveyed: BSC
Designed: SLB
Drawn: BSC
Checked: BSC
Plot Date: 05 Feb. 2018
Computer File Ref: 32405-CD 01 Rev A.dwg

Contour & Detail Survey of Lot 75 on RP883749
Lorraway Street Emerald



veris

BRISBANE (07) 366 4700
MACKAY (07) 4551 2911
WHITSUNDAYS (07) 4545 1722
CAIRNS (07) 4551 2722

veris.com.au
ACN: 604 671 374
Queensland Surveying Pty Ltd, a Veris Company

Drawing No: 32405-CD-01
Issue: A

DRAFT

Scale 1:500 - Lengths are in Metres.

0 5 10 15 20 25 30 35 40 45

1:0 50mm 1:100 100mm 1:500 150mm SCALE BAR

PROPERTY OVERVIEW

INVENTORY

Unit Number	RES Number	Inventory	
Unit 2	19	No contents	
Unit 4	18	Not inspected - Tenanted	
Unit 6	17	No contents	
Unit 8	16	Not inspected - Tenanted	
Unit 10	15	No contents	
Unit 12	14	1 x White LG 350 Litre Fridge/Freezer 1 x Ironing Board (no cover) 1 x White Simpson 5.5kg Washing Machine	
Unit 14	13	Not inspected - Tenanted	
Unit 16	12	1 x Kelvinator 350 Litre Fridge/Freezer	
Unit 22	11	Not inspected - Tenanted	
Unit 24	10	No contents	
Unit 25	22	1 x White LG 350 Litre Fridge/Freezer 1 x White Simpson 6kg Washing Machine	
Unit 27	23	1 x White LG 350 Litre Fridge/Freezer 1 x White Simpson 6kg Washing Machine	
Unit 29	24	Not inspected - Tenanted	
Unit 39	29	2 x Arm Chairs 1 x Side Table 1 x Senzu TC & Remote Control 1 x Dining Table & 2 x Chair 1 x White LG 350 Litre Fridge/Freezer 1 x LG Microwave 1 x Kettle 1 x Roasting Pan Dust Pan and Brush (Broken) 2 x Tea Towels Various Cutlery Various Utensils 2 x Dinner Plates 2 x Bread and Butter Plates 2 x Bowls	2 x Mugs 3 x Fryer Pans 3 x Pots 3 x CHopping Boards 1 x Bath Mats 1 x Toilet Brush 1 x White Fisher and Paykel 8kg Washing Machine 1 x White Simpson 4.5kg Clothes Dryer 1 x Set of Curtains (in Lounge Room) 2 x King Single Beds 2 x Alarm Clocks 2 x Reading Lamps Various Linen Various Pillows
Unit 37	28	1 x White LG 350 Litre Fridge/Freezer	
Unit 28	8	1 x Kelvinator 350 Litre Fridge/Freezer	
Unit 30	7	1 x White Simpson 5.5kg Washing Machine 1 x White LG 250 Litre Fridge/Freezer	
Unit 31	25	Not inspected - Tenanted	
Unit 32	6	No Contents	
Unit 34	5	No Contents	

PROPERTY OVERVIEW

PHOTOGRAPHY



PROPERTY OVERVIEW

INTERNAL PHOTOGRAPHY

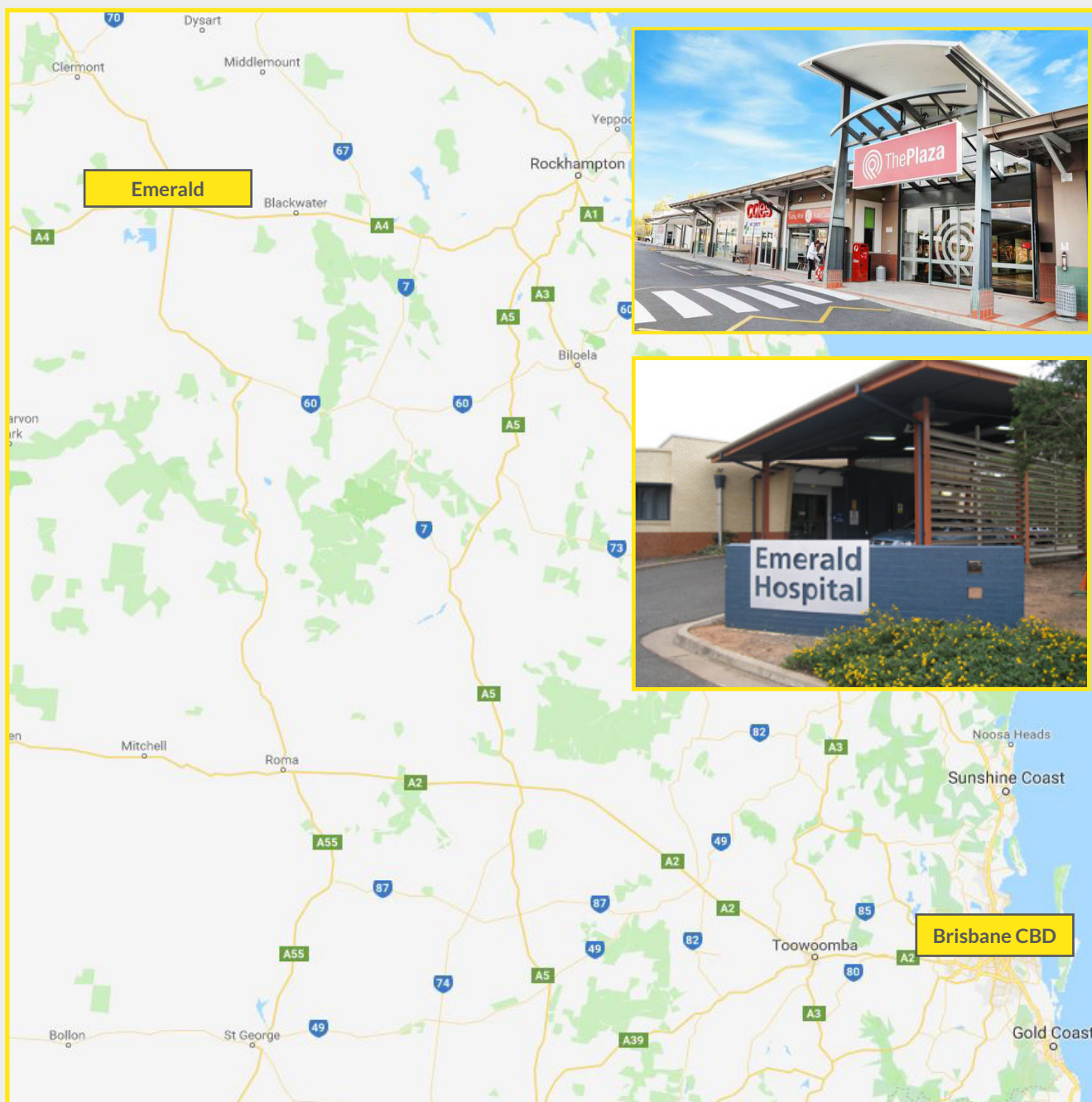


LOCATION PROFILE

Emerald is located in the Central Highlands District of Queensland and is the business centre for the Central Highlands Regional Council. It services a large number of industries in the area, particularly extensive coal mining operations. Additionally, Cotton is grown in the area, and is processed at the two local cotton gins while other agricultural activities include grape, citrus and grain growing.

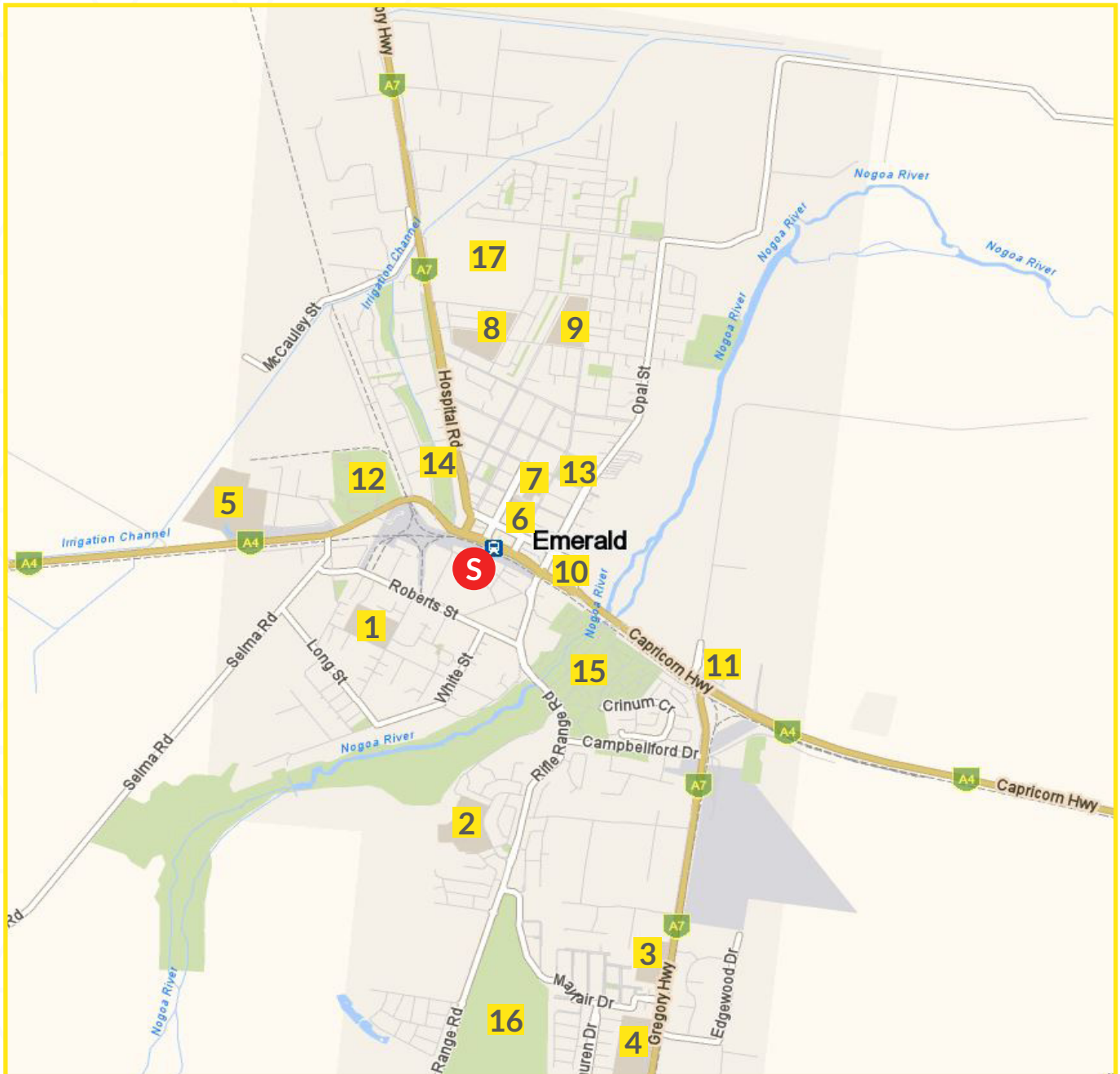
Emerald lies on the Nogoa River, a tributary of the Fitzroy River. The town lies almost 300 kilometres from the coast and approximately 270 kilometres west of Rockhampton.

Emerald supports three high schools, five primary schools, Australian Agricultural College Campus, Central Queensland Institute of TAFE and the Central Queensland University Emerald Campus.



*Approximately

AMENITIES MAP



SCHOOLS

1. Capricornia School of Distance (Emerald Campus)
2. Marist College
3. Emerald Christian College
4. Saint Brigid's Primary School
5. Central Queensland College of TAFE
6. Emerald State School
7. St Patrick's School
8. Emerald State High School
9. Emerald North State School

SHOPPING

10. The Plaza @ Emerald
11. Central Highlands Marketplace

RECREATION

12. Emerald Showgrounds
13. Rundle Park
14. Morton Park
15. Emerald Botanical Gardens
16. Rifle Range Nature Refuge
17. Emerald Racecourse

TRANSPORT

18. Emerald Railway Station



DISCLAIMER

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

1. Eagle Street (Brisbane) Pty Ltd ABN 68 164 201 629 trading as Ray White Commercial (Queensland) in conjunction with Ray White Emerald and or any of its officers, employees 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 part of this, or any further information supplied by or on our behalf, whether orally or in writing.
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.
3. The Information does not constitute, and should not be considered as, a recommendation in relation to the purchase of the properties or a solicitation or offer to sell the properties or a contract of sale for the properties.
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.
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 properties 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 properties. If an interested party makes an offer or signs a contract for the properties, the only information, representations and warranties upon which you will 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 properties. We will not be liable to compensate any intending purchasers for any costs or expenses incurred in reviewing, investigating or analysing any Information.
8. We will not be liable to you (to the full extent permitted by law) for any liabilities, costs or expenses incurred in connection with the Information or subsequent sale of the properties 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 authorised by us. Any statement or representation by an officer, agent, supplier, customer, relative or employee of the vendor will not be binding on the vendor or 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 and the remaining paragraphs shall continue to have full force and effect.
11. You may not discuss the Information or the proposed sale of the properties with the vendors or with any agent, friend, associate or relative of the vendor or any other person connected with the vendor without our prior written consent. We accept no responsibility or liability to any other party who might use or rely upon this report in whole or part of its contents.
12. The Information must not be reproduced, transmitted or otherwise made available to any other person without our prior written consent.

SOURCES OF INFORMATION

Page	Content	Source
Page 03	Property Overview	RP Data
Page 11	Location Profile	Wikipedia, Google Maps, Central Highlands Regional Council
Page 12	Amenities Map	Google
Annexure A	Photography	Ray White
Annexure B	Offers to Purchase Form	Ray White
Annexure C	Title Search	Department of Natural Resources and Mines
Annexure D	Survey Plan	Department of Natural Resources and Mines
Annexure E	Smart Map	Department of Natural Resources and Mines
Annexure F	License Deed	Aurizon
Annexure G	Tenancy Agreement	Aurizon
Annexure H	Rates Notice	Central Highlands Regional Council
Annexure I	Water Charges Notice	Central Highlands Regional Council

ANNEXURE A

PHOTOGRAPHY







ANNEXURE B

OTP FORM



OFFERS TO PURCHASE FORM

Offers to Purchase (OTP) Form / Particulars

I / We register our Offer to Purchase to enter into negotiations to purchase the property located at 35 Lorroway Street and 2-37 Glenn Street, Emerald 4720 ("the Property").

Property Details

Address	35 Lorroway Street and 2-37 Glenn Street, Emerald 4720
Real Property Description	Lot 75 on RP883749
Local Authority and Zoning	Central Highlands Regional Council General Residential Zone
Land Area	1.529ha*

Offer to Purchase

Proposed Price:	\$	excluding GST
-----------------	----	---------------

Proposed Deposit:	10% of the Purchase Price
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Proposed Settlement Date:

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

Details of Proposed Buyer

Full Name(s):

If Company	Name:
	ABN:
	Registered for GST: Yes or No (please circle one)

Contact Details	Address:
	Mobile:
	Email:

FIRB approval require to purchase the Property:	Registered for GST: 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 Acknowledgment

In submitting an Offer to Purchase to buy the subject property ("OTP"), 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 Vendors 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 Vendors 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 accepts and agrees to the terms of the Disclaimer in the Information Memorandum containing this OTP form.
4. The Proposed Buyer agrees that the Vendors will not be obliged to sell the subject property in response to this or any particular OTP.
5. The Vendors may sell the subject property to any person they choose, as a result of the OTP process or otherwise, or not at all. The Proposed Buyer cannot assume or expect that:
 - the Vendors will negotiate, or not negotiate, with the Proposed Buyer or any other respondent;
 - the Vendors will accept the highest purchase price offered;
 - the Vendors will consider any particular feature of an OTP or other proposal to buy the subject property as determinative; or
 - the submission of the Proposed Buyer's OTP will lead to any particular outcome.
6. No claim can be made against the Vendors or Ray White in relation to any costs or expenses incurred by a respondent in evaluating the subject property or submitting an OTP.
7. This OTP constitutes an Offer to Purchase 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:

ANNEXURE C

TITLE SEARCH



CURRENT TITLE SEARCH
NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND
Request No: 31203473
Search Date: 14/05/2019 09:31

Title Reference: 50093217
Date Created: 05/10/1995

Previous Title: 50061022

REGISTERED OWNER

Dealing No: 714448770 04/05/2012

QRN PROPERTY PTY LTD A.C.N. 145 991 724

ESTATE AND LAND

Estate in Fee Simple

LOT 75 REGISTERED PLAN 883749
Local Government: CENTRAL HIGHLANDS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 30466139 (POR 184)

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

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Requested By: D-ENQ GLOBAL X

ANNEXURE D

SURVEY PLAN



LAND TITLE ACT 1994

SURVEY PLAN

FORM 21 VERSION 1

TRAVERSES

LINE	BEARING	DIST
3 - 4	289°44'	24.119
8 - 8a	289°32'	15.088
6 - 11	99°32'	15.329

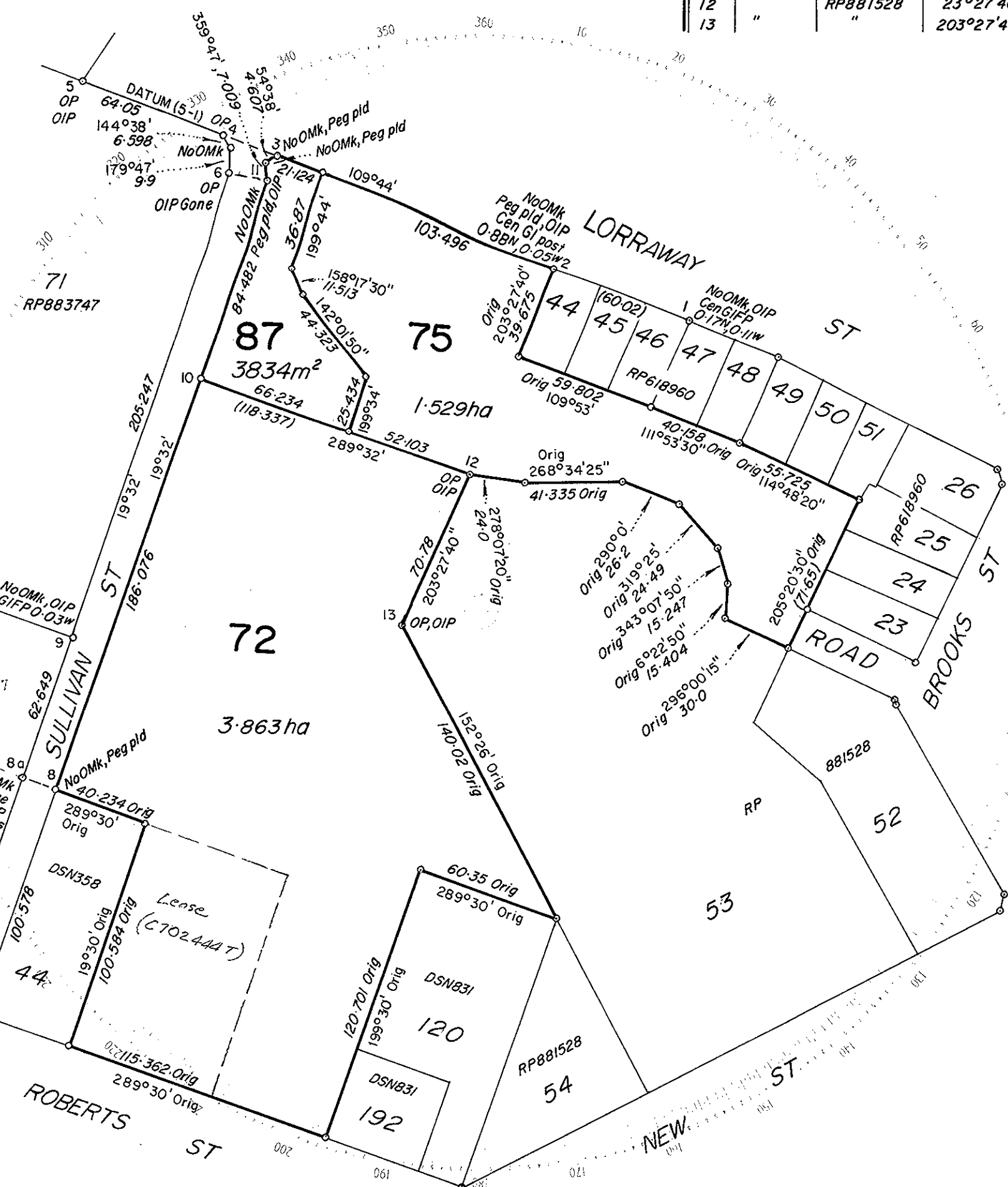
PERMANENT MARKS

PM	BEARING	DIST	NO
7 - OPM Gone	243°36'	2.143	17006

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	DSN363	20°48'	1.006
2	"	RP618960	23°27'40"	1.0
5	"	DSN363	73°16'	1.692
6	OIP Gone	DSN418	99°30'	1.006
7	OIP	DSN358	199°30'	1.006
8a	OIP Gone		109°30'	1.0
9	OIP	PL/D 447	109°30'	1.0
10	Nail in conc		292°02'35"	9.915
11	OIP	DSN418	279°30'	1.006
12	"	RP881528	23°27'40"	0.91
13	"	"	203°27'40"	1.01

Branded peg pld at all new lot corners
Orig information compiled from RP881528 in the Dept of Lands
Lot 87 is Public Use Land (Park).



I, Craig William EDMONSTON
hereby certify that I have surveyed
the land comprised in this plan
personally
for whose work I accept responsibility
and that the plan is accurate, that the said survey was
performed in accordance with the Surveyors Act 1977
and the Surveyors Regulation 1992 and that the said
survey was completed on 10.6.95
Ch. W. Edmonston Director &
Licensed Surveyor
Date 7.7.95

PLAN OF LOTS 72, 75 & 87
CANCELLING LOT 55 ON RP881528

PARISH SELMA
COUNTY Denison
TOWN/LOCALITY Emerald
LOCAL GOVERNMENT Emerald Shire
LANDS REGION Central
MINING DISTRICT

ORIGINAL POR 184

NO SURVEY RECORDS DEPOSITED

MERIDIAN RP881528	MAP REF 8550-41413 8550-41424 8550-41442	SCALE 1:2000	ENDORSED ACCREDITED LODGEMENT	ARCHIVED CENTRAL
----------------------	---	-----------------	-------------------------------------	---------------------

REGISTERED PLAN 883749

700844160
700882318 00
\$366.00 00
\$366.00 IG
29/09/1995 11:12
BE 400 PLAN OF SURV ORIG

CISE

Lodged by

STATE CROWN SOLICITOR
PROPERTY GROUP
G.P.O. BOX 149
BRISBANE, Q. 4001
DX 40121 BRISBANE UPTOWN

(Include address, phone number and reference)

Particular entered in the Register on the Titles listed below,

REGISTERED

05 OCT 1995

EXAM. INITS *mc*

I/We

Title Reference

Description

New Lots

50061022

Lot 55 on RP 881528

72, 75 & 87

(Names in full)

* As Registered Owner of this land * As Lessee/s of Miners Homestead agree to this Plan. # and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

Signature of * Owner/s * Lessee/s

As registered owner of the whole of this land
Queensland Railways agrees to this plan and
dedicates the public use land shown hereon in
accordance with Section 50 of the Land Title Act
1994.

Queensland Railways by its Attorney

DAVID CHARLES EAGLES

of Attorney No. 700773592

in the presence of:

A Justice of the Peace

* Rule out whichever is inapplicable

NOTE: A Lessee of a Miners Homestead is unable to dedicate Public Use Land.

* certifies that all the requirements of this Council, the Local Government Act 1993, the Local Government (Planning and Environment) Act 1990 and all Local Laws, # and the City of Brisbane Act 1924 and all Ordinances thereunder, have been complied with and approves this plan of Subdivision, SUBJECT TO

Dated this _____ day of _____ 19

Mayor
Appointed Officer

Chief Executive Officer

* Insert the name of the Local Government

Delete for Local Governments other than the City of Brisbane

SURVEY EXAMINATION

Exam. Fee \$

Receipt No.

Date

Deposited

Examined 12.7.95 *CWSE*Passed 21.7.93 *CWSE*

ORIGINAL GRANT

30466139 (P/R 184)

CHARTING

Charted

LODGEMENT FEES

Survey Exam \$

Lodg, Exam & Ass \$ 87

3 New Titles \$ 120

Photocopy \$ 14

Postage \$

TOTAL \$ 221

REFERENCES

Lands File

Local Government Reference

Surveyors Reference 94/162

For Additional Plan &
Document Notings
Refer to CISP

REGISTERED PLAN 883749

883749

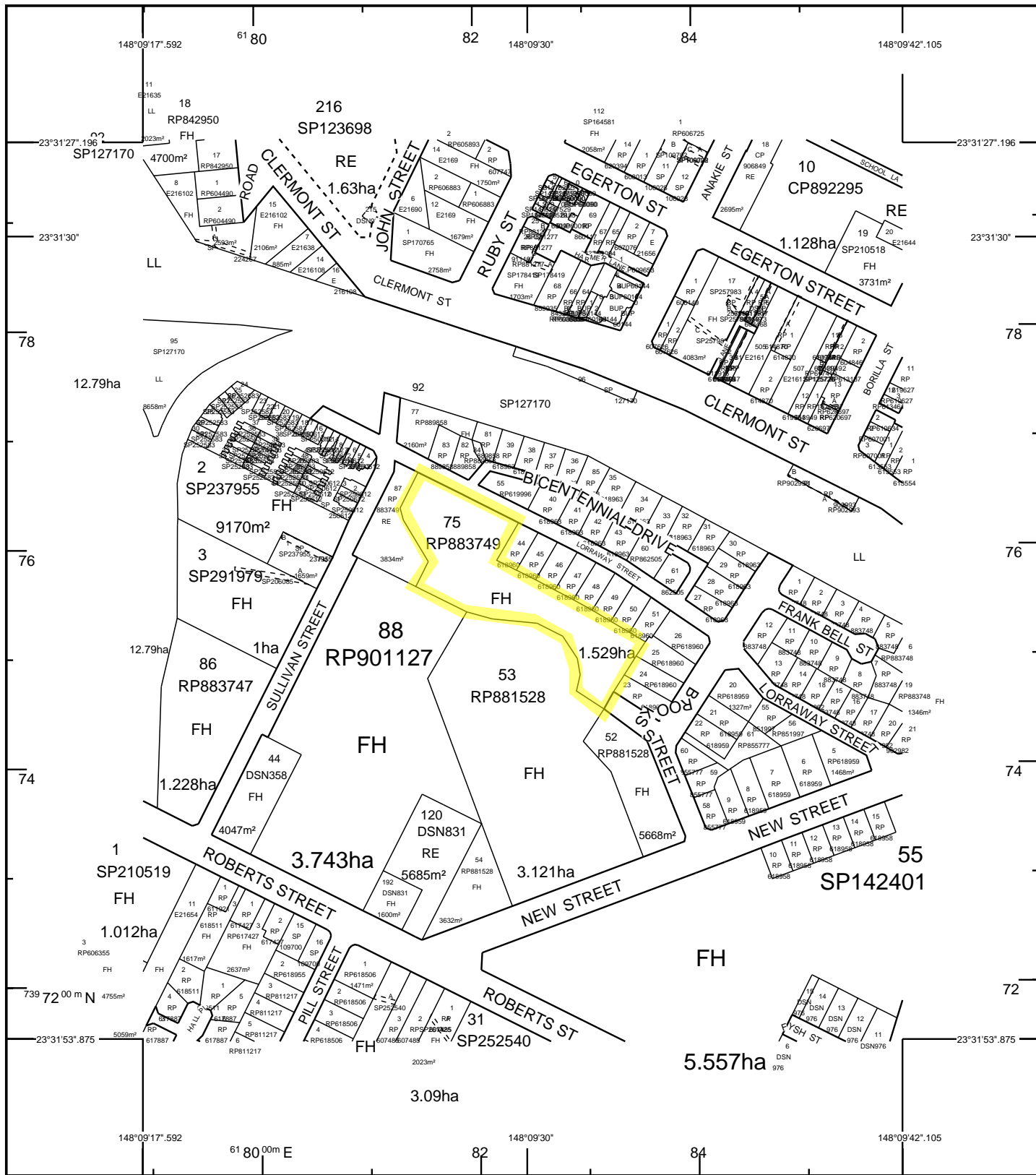
883749

Sw

ANNEXURE E

SMART MAP





STANDARD MAP NUMBER
8550-41413

MAP WINDOW POSITION &
NEAREST LOCATION

148°09'29".849
23°31'40".535
EMERALD
0.86 KM

+

SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	75/RP883749
Area/Volume	1.529ha
Tenure	FREEHOLD
Local Government	CENTRAL HIGHLANDS REGIONAL
Locality	EMERALD
Segment/Parcel	47021/123

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 02/05/2019

DCDB 01/05/2019

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, Mines and Energy (DNRME)'s best efforts, DNRME 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 currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information

For further information on SmartMap products visit <http://nrm.qld.gov.au/property/mapping/blinmap>

SmartMap

An External Product of
SmartMap Information Services

Based upon an extraction from the
Digital Cadastral Data Base



**Queensland
Government**

(c) The State of Queensland,
(Department of
Natural Resources,
Mines and Energy) 2019.



ANNEXURE F

LICENSE DEED



Aurizon Property Pty Ltd

Epic All Sports Incorporated

Licence Deed

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Date 15 January 2019

Parties

Aurizon Property Pty Ltd ABN 78 145 991 724 of Level 8, 900 Ann Street, Fortitude Valley in the State of Queensland (**Licensor**)

Epic All Sports Incorporated ABN 74 408 303 947 of PO Box 955, Emerald in the State of Queensland (**Licensee**)

Background

- A The Licensor is the registered owner of the Land.
 - B The Licensee requests the Licensor to grant to the Licensee a licence to enter and use the Licensed Premises for the Permitted Use during the Term.
 - C The Licensor agrees to grant to the Licensee a licence to enter and use the Licensed Premises for the Permitted Use during the Term on the terms and conditions of this document.
-

Agreed terms

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this document.

Administration Fee The Administration Fee in Item 13 (if any).

Building The buildings and improvements on the Land (if any).

Business Day A day (other than a Saturday, Sunday or public holiday) on which banks are open in Brisbane.

Claim In relation to a person, any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Corporations Act The *Corporations Act 2001* (Cth).

CPI The Consumer Price Index for Brisbane (All Groups) published by the Commonwealth Statistician, or any similar index which replaces it.

End Date	The End Date in Item 4.
Government Agency	A government, a government department or other body, a governmental, semi-governmental or judicial person including a statutory corporation or any other person, whether autonomous or not, charged with administering a law.
GST	The same as in the GST Act.
GST Act	The <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Amount	An amount equal to the GST payable on a supply made under or in relation to this document.
Insolvency Event	<p>In relation to a person:</p> <ul style="list-style-type: none">(a) the person is insolvent (as defined in the Corporations Act);(b) the person is an externally-administered body corporate (as defined in the Corporations Act);(c) who is a natural person, the person:<ul style="list-style-type: none">(i) ceases to be of full legal capacity or becomes incapable of managing its own affairs for any reason;(ii) becomes bankrupt, commits an act of bankruptcy or becomes an insolvent under administration (as defined in the Corporations Act); or(d) any event occurs which, under the laws of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above.
Land	The land described in Item 1.
Licence Fee	The amount specified in Item 6(a) (which applies on the Start Date), as adjusted under this document.
Licence Fee Payment Day	The dates specified in Item 6(b).
Licence Year	The period of 12 months starting on and including the Start Date and then each succeeding period of 12 months.
Licensed Premises	The Licensed Premises in Item 2 and any Buildings on the Licensed Premises.
Licensee's Associates	Each agent, officer, employee, contractor, licensee and invitee of the Licensee.

Licensee's Property	All fixtures, fittings, plant, equipment and other things in or on the Licensed Premises which are not owned or leased by the Licensor and which are owned, or brought on to the Licensed Premises, by the Licensee or the Licensee's Associates.
Licensee's Proportion	<p>The percentage that the area of the Licensed Premises bears to the area of:</p> <ul style="list-style-type: none">(a) in the case of an Outgoing assessed on the Land or a Building, the Land or Building (as relevant); or(b) in the case of an Outgoing assessed on other land or property which includes the Licensed Premises, the total land or property the subject of the assessment.
Licensee's Works	<p>All of the following:</p> <ul style="list-style-type: none">(a) removing the Licensee's Property from the Licensed Premises;(b) returning all altered surfaces of the Licensed Premises (including the surface of any land the subject of the Licensed Premises) to their condition as at the Start Date;(c) remediating any contamination (as that term is defined under the <i>Environmental Protection Act 1994</i> (Qld)) of the Licensed Premises or the Land to the extent caused or contributed to by the Licensee or the Licensee's Associates;(d) remediating any contamination (as defined in the <i>Environmental Protection Act 1994</i> (Qld)) of the Land and otherwise making good the Licensed Premises in relation to any environmental matters to ensure the suitability of the Licensed Premises for ongoing lawful use in accordance with its current zoning requirements; and(e) restoring the Services to their condition as at the Start Date.
Licensor's Goods	All the Licensor's Property which is 'personal property' (as defined in the PPSA).
Licensor's Property	All fixtures, fittings, plant, equipment and other things in or on the Licensed Premises, the Land or any Building owned, leased, used or controlled by the Licensor and which are not Licensee's Property.
Licensor's Security Interest	A 'security interest' (as defined in the PPSA) of the Licensor in the Licensor's Goods arising because of this document.

Outgoings	All outgoings, rates, charges, assessments, tax (including land tax), costs or expenses paid or payable by the Licensor to any person (including GST on those amounts to the extent the Licensor does not receive an input tax credit for that GST) in connection with the Licensed Premises, the Land or any Building.
Permitted Use	The Permitted Use in Item 10 .
PPSA	The <i>Personal Property Securities Act 2009</i> (Cth).
Railway	Any part of any railway owned, leased, used or controlled by the Licensor or a related body corporate and includes all land, infrastructure and other things connected with the railway.
Reference Schedule	The Reference Schedule in schedule 1 .
Requirement	Any requirement, notice, order or direction, present or future, received from or given by any Government Agency.
Review Date	Each Percentage Review Date or CPI Review Date specified in Item 8 .
Services	Any service or utility provided to the Land or any Building by a Government Agency or the Licensor including the pipes, wires, ducting and other means of providing those services or utilities to the Land or any Building.
Start Date	The Start Date in Item 3 .
Term	The period from and including the Start Date to and including the End Date or the earlier termination of this document.

1.2 Interpreting this document

The following rules apply in interpreting this document except if the context requires otherwise.

(a) A reference to:

- (i) an **Item** is to the relevant Item in the Reference Schedule;
- (ii) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (iii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iv) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (vi) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The words **related body corporate** have the same meaning as in the Corporations Act.
- (g) Words defined in the GST Act have the same meaning in clauses about GST.
- (h) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

1.3 Headings

Headings are for convenience only, and do not affect interpretation.

1.4 Business Days

If the day on or by which a person must do something under this document is not a Business Day the person must do it on or by the next Business Day.

1.5 Interpretation against a party

This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

1.6 Multiple parties

An obligation of two or more persons binds them separately and together.

1.7 Licensee's Associates

Every obligation of the Licensee under this document will be deemed to include a covenant by the Licensee to procure compliance with the obligation by the Licensee's Associates.

2 Grant of licence

2.1 Grant of licence

The Licenser grants to the Licensee a non-exclusive licence to use the Licensed Premises during the Term on the terms of this document.

2.2 Nature of licence

The rights granted under this document are in contract only and do not create any tenancy or other interest in the Licensed Premises.

2.3 Licenser remains in possession and control

Without limiting clause 2.2:

- (a) the Licenser and any person authorised by the Licenser may access, use and occupy the Licensed Premises at any time and for any purpose not inconsistent with the Licensee's rights under this document;
- (b) the Licenser remains in possession and control of the Licensed Premises at all times; and
- (c) nothing in this document or otherwise creates a relationship of landlord and tenant or a partnership between the Licenser and the Licensee.

2.4 Dealing with the Licence

The rights granted under this document are personal to the Licensee and the Licensee must not assign, sublicense, mortgage, charge or otherwise deal with those rights or this document.

3 Early termination

3.1 Early termination by notice

- (a) The Licenser or the Licensee may terminate this document at any time by giving to the other party at least three months' notice of its intention to terminate.
- (b) A notice given under clause 3.1(a) must nominate the termination date of this document.
- (c) No compensation is payable for the termination of this document under this clause 3.1.

3.2 Licensee's obligations on early termination

If a notice is given under clause 3.1(a), this document will terminate on the date specified in the notice and the Licensee must:

- (a) if requested by the Licenser, sign and deliver to the Licenser any deed of termination or other document necessary to terminate this document on terms reasonably required by the Licenser, prepared by the Licenser's lawyers at the cost of the party giving the notice; and

- (b) make good the Licensed Premises under **clause 12** and comply with each of the Licensee's other obligations on termination of this document on or before the date of termination.

4 Licence Fee and Licence Fee review

4.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to the Licensor by equal instalments, in advance, on each Licence Fee Payment Day.

4.2 Licence Fee review

The Licence Fee payable from each Review Date will be the amount determined under **schedule 2**.

5 Outgoings

5.1 Application of clause

This **clause 5** only applies if 'Yes' is crossed in **Item 14**.

5.2 Licensee must pay Outgoings

Subject to **clause 5.3**, the Licensee must pay on or before the due date for payment:

- (a) all Outgoings solely assessed or imposed in respect of the Licensed Premises; and
- (b) the Licensee's Proportion of all Outgoings assessed or imposed in respect of the Licensed Premises together with other land or property, whether assessed against the Licensor or directly against the Licensee.

5.3 Outgoings assessed against Licensor

If an Outgoing is assessed against the Licensor:

- (a) the Licensor must give to the Licensee notice of the amount of the Outgoing and, if relevant, the Licensee's Proportion for the Outgoing; and
- (b) the Licensee must pay, or reimburse the Licensor, the Outgoing or, if relevant, the Licensee's Proportion for the Outgoing, specified in the Licensor's notice under **paragraph (a)** within 14 days of receiving the notice.

6 Services

6.1 Charges for Services

- (a) The Licensee must pay all charges for Services, excluding any charges for electricity consumed on the Licensed Premises, relating to the Licensee's use of the Licensed Premises, including those provided by

the Licensor, and all expenses for laying electrical cables, installing transmission facilities and other equipment, and installing and renting any meters in or for the Licensed Premises:

- (i) on time if assessed directly against the Licensee; or
 - (ii) if assessed against the Licensor within seven days of receiving the Licensor's account.
- (b) The Licensor may charge a fee for reading any meter if it supplies any Service under clauses 6.1 or 6.2.

6.2 Charges for electricity

- (a) This clause 6.2 only applies if 'Yes' is crossed in Item 15.
- (b) Despite clause 6.1(a), the Licensee must pay on time all charges for electricity consumed on the Licensed Premises relating to the Licensee's use of the Licensed Premises.
- (c) If the Licensor supplies to the Licensee electricity consumed on the Licensed Premises from the bulk supply of electricity purchased by the Licensor for the Licensed Premises:
- (i) the Licensee must purchase that electricity from the Licensor;
 - (ii) the amount of electricity consumed by the Licensee will be determined from readings by the Licensor of the submeter or meter metering the Licensed Premises;
 - (iii) the electricity will be charged at the rate and according to the conditions imposed by the appropriate Government Agency to consumers of the same category using the same amount of electricity as the Licensee;
 - (iv) the Licensor may render electricity accounts to the Licensee and the amount shown in those accounts must be paid to the Licensor within 14 days of delivery of each account to the Licensee; and
 - (v) on the End Date or earlier termination of this document, the Licensor may render an account for the period to the date of termination and the amount of that account will be paid to the Licensor immediately.

6.3 Failure of Services

- (a) Despite any other clause in this document, if any of the Services fail to function properly for any reason the Licensee:
- (i) must not terminate this document or make any Claim against the Licensor; and
 - (ii) does not have any rights of abatement of the Licence Fee or of any other amount payable under this document due to the failure.
- (b) To the extent permitted by law, the Licensee releases the Licensor from any Claim, liability, loss, damage, cost or expense, in connection with a

Service failing or being interrupted or any Licensor's Property or a Service not working properly for any reason.

7 Use of Licensed Premises

7.1 Permitted Use

The Licensee must occupy and use the Licensed Premises only for the Permitted Use.

7.2 Licensee's general obligations

The Licensee must, at its cost:

- (a) **(Government Agency and laws)** comply with all laws or Requirements in connection with the Licensed Premises, the Licensee's Property and the Licensee's use of the Licensed Premises;
- (b) **(Licences)** obtain and comply with any licence, permit (including development application or permit), consent or registration needed to use the Licensed Premises for the Permitted Use;
- (c) **(Rubbish)** keep the Licensed Premises clean and tidy and regularly remove all rubbish from the Licensed Premises;
- (d) **(Notice of damage)** promptly give the Licensor notice of any damage or defect in the Licensed Premises or the Services;
- (e) **(Directions)** comply with the Licensor's reasonable safety and other directions relating to access and use of the Licensed Premises;
- (f) **(Notice of laws or Requirements)** if any law or Requirement is notified to or served upon the Licensee, promptly provide a complete copy to the Licensor; and
- (g) **(Airconditioner and lifts)** if the Licensed Premises include any part of a Building which has an airconditioner or lifts, comply with the Licensor's reasonable requirements regarding operating the airconditioner and lifts in the Building.

7.3 Restrictions on use

The Licensee must not:

- (a) **(No nuisance or encroachment)** cause any nuisance, disturbance, danger or damage to the Licensor, any other user of the Land or any Building, or any user of neighbouring land or encroach on any area outside the Licensed Premises;
- (b) **(Misuse of Licensor's Property)** damage or alter the Licensor's Property or use the Licensor's Property for any purpose other than for the purpose it was built;
- (c) **(Rubbish and infestation)** deposit on the Land, or burn, any rubbish or unsuitable substances or cause or contribute to any infestation of weeds, pests or vermin in the Licensed Premises;

- (d) **(Damage, odours and noise)** damage, or do anything which may damage, the Licensed Premises, or cause any offensive odours on the Licensed Premises;
- (e) **(No Improvements)** construct any building or other improvement or alter or add to any building or other improvement on the Land, without the Licensor's consent;
- (f) **(Signs)** place any sign or other thing (for example, a sign, an advertisement or a notice) on any part of the Licensed Premises, including the exterior surface or external walls of any Building on the Licensed Premises, without the Licensor's consent;
- (g) **(Contamination)** cause or contribute to any contamination (as defined under the *Environmental Protection Act 1994* (Qld)) of the Land;
- (h) **(Television or radio mast)** without first obtaining the Licensor's consent affix to any part of the Licensed Premises a television or radio mast, antennae, satellite dish or similar device;
- (i) **(Liquor)** sell or consume any intoxicating liquor in the Licensed Premises;
- (j) **(Flammable substances)** allow in the Licensed Premises any explosive, flammable or corrosive chemicals except those normally consumed or sold by the Licensee in the conduct of its business and then, only if they are stored in containers in which they are normally sold to the public and which protect the Licensed Premises from damage;
- (k) **(Noxious business)** conduct on the Licensed Premises any noxious, dangerous, offensive or illegal business, occupation or practice;
- (l) **(Licensor's Insurances)** do or omit to do anything that may invalidate the Licensor's insurance, increase the Licensor's premiums or increase the risk other than the risk normally associated with the Permitted Use;
- (m) **(No interference with Railway)** if there is a Railway on or near the Land, interfere with the Railway or the Licensor undertaking any rail activities on or near the Land;
- (n) **(Interference with Services)** damage, interfere with or overload any Service or appurtenance in the Licensed Premises, including any electrical infrastructure, or use any Service for anything other than their intended purpose;
- (o) **(Heavy objects)** if the Licensed Premises include any part of a Building, comply with the Licensor's reasonable directions or requirements in respect of moving heavy or bulky objects through any Building;
- (p) **(Vehicles)** if the Licensed Premises include any part of a Building, drive or park any trade vehicle in the Building, except at loading bays and at times specified by the Licensor; or

- (q) **(Defacing)** if the Licensed Premises include any part of a Building, mark, make holes, paint, drill, write upon or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Licensed Premises.

7.4 Damage to Licensed Premises

- (a) Unless the Licensor directs the Licensee in writing otherwise, the Licensee must immediately repair, at the Licensee's cost and expense, any damage or degradation to the Licensed Premises caused or contributed to by the Licensee or the Licensee's Associates.
- (b) Without limiting **clause 7.4(a)**, the Licensor may serve a notice on the Licensee requiring it to promptly repair any damage, degradation or defect the repair of which is the Licensee's obligation.
- (c) If the Licensee does not repair the damage or defect to the Licensor's satisfaction, the Licensor or its agents may repair the defect at the Licensee's cost and expense.

7.5 No warranty as to use

- (a) The Licensor gives no warranty as to the suitability of the Licensed Premises for any use, including for the Permitted Use.
- (b) The Licensee will be deemed to have accepted this document with full knowledge of and subject to any prohibitions or restrictions on the use of the Licensed Premises under any law or Requirement.

8 Licensee's insurance

8.1 Insurance policies

The Licensee must, at the Licensee's cost and expense, take out and maintain the following insurance policies.

- (a) **(Public liability Insurance)** a public liability insurance policy:
 - (i) under which the amount payable for a single occurrence is at least the amount in **Item 13**, or any higher amount reasonably requested by the Licensor from time to time;
 - (ii) without limiting **clause 8.2(d)**, covering all claims in respect of:
 - (A) any loss or damage to, or loss of use of, any real or personal property of any person; or
 - (B) death of, or injury to, any person, sustained when that person is using, entering or near the Licensed Premises or otherwise in connection with the Licensed Premises or the Licensee or the Licensee's Associates accessing and using the Licensed Premises.
- (b) **(Motor vehicle Insurance)** a motor vehicle insurance policy, covering, without limiting **clause 8.2(d)**, all mechanically propelled vehicles that are registered, or capable of being registered, for road use and are at



any time used by the Licensee or the Licensee's Associates in connection with the Licensed Premises, including:

- (i) insurance that is compulsory under applicable laws governing the use of motor vehicles and liability for personal injury or death; and
 - (ii) liability insurance for third party property damage under which the amount payable for a single occurrence is at least \$20,000,000.
- (c) **(Workers compensation Insurance)** an insurance policy in respect of the Licensee's business and each person employed by the Licensee in the business conducted on the Licensed Premises for the full amount of the Licensee's liability under any applicable workers' compensation legislation.
- (d) **(Other insurances)** any other insurance policy required by law or reasonably requested by the Licensor.

8.2 General policy requirements

The insurance policies under **clause 8.1** must:

- (a) be taken out with a reputable Australian insurance company or companies licensed to carry on an insurance business in Australia and with a Standard & Poor's credit rating of at least A or otherwise as approved by the Licensor;
- (b) except in respect of any insurances required under **clauses 8.1(b)(i)** and **8.1(c)**, note the Licensor's interest in the Licensed Premises;
- (c) be maintained from the Start Date and until the later of the expiry of the Term or the Licensee satisfying each of its obligations under this document;
- (d) cover risks and contain terms and conditions which are specified in **clause 8.1** and cover any other risks and contain any other conditions which are satisfactory to the Licensor; and
- (e) have no exclusions, endorsements or alterations that prejudice the Licensor's rights and interests unless first approved by the Licensor by written notice.

8.3 Effect on insurance

In relation to any insurance policy the Licensee is required to take out or maintain under **clause 8.1**, the Licensee must not do or omit to do or, permit or suffer to be done, anything which may prejudice or affect, or render void or voidable any of the insurances under **clause 8.1**.

8.4 Evidence of Insurance

The Licensee must:

- (a) before starting to enter or occupy the Licensed Premises; and
- (b) at any other time requested by the Licensor,

provide evidence satisfactory to the Licensor that the insurances the Licensee is required to take out or maintain under **clause 8.1** have been effected and are current and all premiums have been paid.

8.5 Failure to insure

Without limiting any rights or remedies available to the Licensor for breach of this **clause 8**, if the Licensee does not:

- (a) obtain or maintain any insurance required under this clause; or
- (b) comply with **clause 8.4** in respect of any insurance policy,

the Licensor may obtain the relevant insurance and the costs incurred by the Licensor in doing so will be a debt due from the Licensee to the Licensor.

9 Release and indemnities

9.1 Licensee's risk

The Licensee occupies and uses the Licensed Premises at its own risk.

9.2 Indemnities

The Licensee indemnifies the Licensor against, and must pay the Licensor on demand the amount of, any Claim, liability, loss, damage, cost or expense the Licensor sustains or incurs whether during or after the Term in connection with:

- (a) the Licensee failing to comply with any term of this document and the enforcement or protection, or attempted enforcement or protection of any right under or in relation to this document;
- (b) the negligent use or misuse by the Licensee or the Licensee's Associates of any Services;
- (c) the overflow, leakage or escape of water, fire, gas, electricity or any other substance, including any contamination (as that term is defined in the *Environmental Protection Act 1994* (Qld)), in or from the Licensed Premises caused or contributed to by the Licensee or the Licensee's Associates;
- (d) the use or occupation of the Licensed Premises by the Licensee or the Licensee's Associates; or
- (e) loss, damage or injury to person or property, or death of any person, in or near the Licensed Premises, caused or contributed to by the act, omission, negligence or default of the Licensee or the Licensee's Associates,

except to the extent caused or contributed to by the negligence or default of the Licensor.

9.3 Release

To the extent permitted by law, the Licensee releases the Licensor from any Claim, liability, loss, damage, cost or expense arising from any damage, loss,

injury or death occurring in or near the Licensed Premises or any act or omission of the Licensor or any person authorised by the Licensor, except to the extent the Licensor caused this by an act of negligence.

10 Access from Adjoining Land

10.1 Licence

- (a) The Licensor grants to the Licensee a non-exclusive licence (**Adjoining Land Licence**) to pass and repass over that part of the Land identified as the 'Licence Area' and indicated by the red arrow on the Adjoining Land Plan in **schedule 4 (Adjoining Land)** with or without reasonable vehicles for the purpose only of access to and from the Licensed Premises.
- (b) The Licensee must not use the Adjoining Land for any purpose other than access to and from the Licensed Premises and must not obstruct any part of the Adjoining Land or do anything that may annoy or offend the Licensor or any other users of the Adjoining Land.

10.2 Clauses applying to Adjoining Land

Clauses 2.2, 2.3, 2.4, 7.2(a), 7.2(b), 7.2(e), 7.3(a), 7.3(c) - 7.3(n) (inclusive), **7.4, 7.5** and **9** of this document apply to the Licensee's use of the Adjoining Land as if each reference to the 'Licensed Premises' in those clauses is a reference to the 'Adjoining Land'.

10.3 Insurance

The Licensee must ensure that every insurance policy that it is required to maintain under this document extends to its liability in relation to the Adjoining Land.

10.4 Alternative route

Without limiting anything in this **clause 10**, the Licensor may at any time during the term of this document direct that access to the Licensed Premises be over an alternative route.

10.5 End of Licence

This Adjoining Land Licence terminates on the End Date or earlier termination of this document.

11 Further term

11.1 Grant of further term

If a further term is included in **Item 5**, if the Licensee:

- (a) gives to the Licensor a notice requesting to exercise the option at least three months and not more than six months before the End Date; and
- (b) is not in default under this document on the date of the notice or on the End Date,



the Licensor must grant the Licensee, at the Licensee's cost, a new licence of the Licensed Premises for the relevant further term in **Item 5**.

11.2 Terms of new licence

The new licence must contain the same terms as this document, including any variations made to the document during the Term, except that:

- (a) the licence fee for the Licence Year of the new licence starting on the day after the End Date will be the licence fee payable on the End Date, subject to any review required under this document;
- (b) the start date will be the existing Start Date under this document and the end date of the new licence will be the last day of the further term;
- (c) the Percentage Increases and the Review Dates are as set out in **Item 7** and **Item 8**;
- (d) the new licence includes any term the Licensor reasonably requires due to any change in law; and
- (e) if there are no further terms, **Item 5** is changed to read 'Not applicable' and this **clause 11** will not apply.

11.3 New licence or extension deed

If the option is exercised, the Licensor and the Licensee must, at the Licensee's cost and expense, promptly sign a new licence deed, deed of extension or other document evidencing the further term, on terms satisfactory to the Licensor, acting reasonably.

12 End of Term

12.1 Licensee's obligations

On or before the termination, expiry or sooner determination of this document, the Licensee must, at its own cost and expense:

- (a) vacate the Licensed Premises;
- (b) unless otherwise agreed in writing by the Licensor, carry out the Licensee's Works;
- (c) repair any damage or degradation to the Licensed Premises caused or contributed to by the Licensee or the Licensee's Associates, including any damage caused by carrying out the Licensee's Works;
- (d) leave the Licensed Premises clean and tidy; and
- (e) return all keys, security passes and cards held by it or the Licensee's Associates.

12.2 Licensee's Works

The Licensee will carry out the Licensee's Works and do all other things under **clauses 12.1(b)** and **12.1(c)** to reasonable trade standards and otherwise to a standard satisfactory to the Licensor.

12.3 Failure to comply with Licensee's obligations

- (a) If the Licensee fails to comply with any of its obligations under **clause 12.1**, the Licenser may comply with those obligations at the Licensee's cost and expense.
- (b) Without limiting **clause 12.3(a)**, if the Licensee does not remove the Licensee's Property at the end of the Term, the Licenser may:
 - (i) remove and store the Licensee's Property at the Licensee's risk and expense; or
 - (ii) treat the Licensee's Property as abandoned, in which case title in the Licensee's Property passes to the Licenser who may deal with it as it thinks fit without being liable to account to the Licensee.

13 Default

13.1 Default

The Licensee is in default under this document if:

- (a) any money payable by the Licensee to the Licenser is not paid within 14 days of the due date whether or not demanded by the Licenser;
- (b) the Licensee fails to comply with any other obligation, warranty or undertaking under this document and the failure is:
 - (i) not capable of remedy; or
 - (ii) if the failure is capable of remedy, the failure is not remedied by the Licensee within 21 days of the Licenser giving to the Licensee a written notice requesting the failure to be remedied;
- (c) the Licensee repudiates its obligations under this document; or
- (d) an Insolvency Event occurs in respect of the Licensee.

13.2 Rights on default

If the Licensee is in default or repudiates this document under **clause 13.1**, the Licenser may, despite any delay, omission, extension or laches, do any one or more of the following:

- (a) terminate this document by notice to the Licensee;
- (b) sue the Licensee for damages suffered by the Licenser, including for the loss of the benefit of performance of this document for the period before or after termination of this document; and
- (c) exercise any of the Licenser's other legal rights.

13.3 Interest

- (a) If the Licensee does not make a payment on time, it must pay, when asked by the Licenser, interest on that amount from the due date for payment until it is paid.



- (b) Interest is calculated on daily balances at a rate equal to the Commonwealth Bank of Australia's Overdraft Reference Rate published immediately prior to the day it was due (or equivalent rate) plus two percent per annum. On the last day of each month, the Licensor may add the interest to the unpaid money and charge interest on the total amount.

14 Licensor's Security Interests

- (a) This clause applies if the Licensor has a Licensor's Security Interest in any Licensor's Goods.
- (b) If requested by the Licensor, the Licensee must promptly do all things, including providing any information, producing any documents and obtaining or procuring any consent, the Licensor considers reasonably necessary to perfect the Licensor's Security Interest or ensure the Licensor's Security Interest has priority over any other person's security interest in the Licensor's Goods.
- (c) The Licensee must protect the title and rights of the Licensor in the Licensor's Goods, including by:
 - (i) not granting a security interest in the Licensor's Goods to any third party; and
 - (ii) promptly giving the Licensor notice of any seizure or attempted seizure of the Licensor's Goods.
- (d) To the extent permitted under the PPSA, the Licensee waives the right to receive any notice under the PPSA (including notice of a verification statement).
- (e) If Chapter 4 of the PPSA applies to the enforcement of a Licensor's Security Interest, to the extent permitted under the PPSA, sections 132(3)(d), 132(4), 142 and 143 of the PPSA do not apply.

15 GST

15.1 Recipient must pay GST

- (a) If:
 - (i) GST is payable by a supplier on any supply made under or in relation to this document; and
 - (ii) the supplier gives to the recipient a tax invoice in respect of the supply,
- (b) the recipient must pay to the supplier:
 - (i) the consideration for the supply; and
 - (ii) the GST Amount.



- (c) The recipient must pay the GST Amount in addition to and at the same time as the consideration for the supply.

15.2 Indemnity and reimbursement

If a party must make any payment, including a payment under an indemnity, or make any reimbursement for a cost, on which the other party must pay GST, that payment or reimbursement is for the cost plus all GST except that the payment or reimbursement will be reduced by the amount of any input tax credits or reduced input tax credits to which the other party is entitled for any acquisition relating to that payment or reimbursement.

16 Confidentiality

16.1 Confidentiality

- (a) Subject to **clause 16.1(b)**, the parties must keep the existence and terms of this document confidential, and must not make or approve any communication about it without the prior written approval of the other party.
- (b) A party may make disclosures in relation to this document to:
 - (i) its professional advisers and bankers if those persons undertake to keep confidential any information so disclosed; or
 - (ii) comply with any applicable law or stock exchange if it first provides the other party with a reasonable opportunity to comment on the form and content of the proposed disclosure.

16.2 Survival

This **clause 16** survives the termination or expiry of this document.

17 Special Conditions

17.1 Flood Map

- (a) The Licensee acknowledges and accepts that the Premises is located within an area mapped as being affecting by flooding.
- (b) In the event of a flooding incident which results in or causes a failure of the building on the Premises or any connecting infrastructure and such failure results in damage to the Licensor's property, the Licensee must promptly fix that damage at its cost to a standard satisfactory to the Licensor (acting reasonably).

17.2 Services and Utility

- (a) Within thirty days of the date of this document, the Licensee must provide to the Licensor a plumbing compliance permit and certification of the planning and building approvals issued by Central Highlands Regional Council (**Service and Utility Documents**).



- (b) The Licensee acknowledges and agrees that **clause 17.2(a)** is an essential term of this document and should the Licensee fail to provide the Service and Utility Documents in the allowable timeframe then the Licenser may terminate this document in its absolute discretion.

18 General

18.1 Liability for expenses

- (a) The Licensee must pay to the Licenser on demand all costs and expenses incurred by the Licenser in connection with:
 - (i) preparing, negotiating, executing and stamping this document (plus GST and disbursements) plus any cost or expense, including legal cost or expense, incurred to negotiate the terms of this document;
 - (ii) except if this document specifically provides otherwise, any amendment to, or waiver of or under, or surrender of, this document;
 - (iii) any request for the consent or approval of the Licenser, the Licenser's mortgagee or any other person under or in relation to this document; and
 - (iv) the cost of preparing any plan for this document, including legal and consultant's expenses on a full indemnity basis and the Licenser's internal administration costs at the rate and on the basis determined by the Licenser.
- (b) The Licensee must pay any duty payable on or in relation to this document.

18.2 Administration Fee

If an Administration Fee is inserted in **Item 13**, the Licensee must pay to the Licenser the Administration Fee on or before the date of this document.

18.3 Notices

- (a) A notice, demand, consent, approval or other communication under this document is only effective if it is:
 - (i) in writing addressed to the person to whom it is to be given; and
 - (ii) either:
 - (A) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to the person's address;
 - (B) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error;



- (C) if the person to whom it is being given is the Licensee, sent by email to the Licensee's email address or delivered to the Licensed Premises.
- (b) A notice, demand, consent, approval or other communication that complies with this clause is regarded as given and received:
 - (i) if it is sent by fax or delivered, if received:
 - (A) by 5.00 pm (local time in the place of receipt) on a Business Day, on that day; or
 - (B) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day, on the next Business Day;
 - (ii) if it is sent by mail, three Business Days after posting; and
 - (iii) if it is sent by email, when the sender receives confirmation on its server that the message has been transmitted.
- (c) Each party's address, fax number and, in the case of the Licensee, email address, is set out in Item 12, or as the party notifies the other parties from time to time.
- (d) A notice, demand, consent, approval or other communication under this document may be given by an agent of the sender.

18.4 Transfer by Licenser

- (a) The Licenser may transfer, novate or otherwise deal with this document without the Licensee's consent and the Licensee must promptly enter into any document the Licenser reasonably requires in connection with that transfer, novation or other dealing.
- (b) If the Licenser sells or transfers its interest in the Land, the Licenser is released from its obligations under this document arising after it ceases to hold the relevant interest in the Land and the new holder of the interest only is liable under this document.

18.5 Payments

- (a) The Licensee must pay any amount payable under this document to the Licenser in the manner the Licenser reasonably requires without any set off, deduction or withholding.
- (b) If any amount the Licensee must pay is calculated using a time period and this document starts or ends during that period, the Licenser must make any necessary proportional adjustment.
- (c) If the time that a payment must be made is not specified, the Licensee must make the payment within seven days of being asked.

18.6 Use of Licensed Premises after End Date

If the Licensee continues to occupy the Licensed Premises after the End Date, which the Licensee may only do with the Licenser's consent, the Licensee will

occupy the Licensed Premises as a monthly licensee on the same terms, as at the End Date, as this document except for any necessary changes to make the terms appropriate for a monthly licence and that:

- (a) the Licenser or the Licensee may end the licence on any day by giving at least one month's notice to the other party;
- (b) each reference in this document to the End Date and the end of the Term will be treated as a reference to the end of the monthly licence; and
- (c) the Licence Fee will be 110% of the Licence Fee in the last year of the Term.

18.7 Resumption

The Licenser may terminate this document by notice to the Licensee if the Licensed Premises or any part of it is resumed by any Government Agency. The Licenser is not liable to the Licensee in respect of the termination.

18.8 Operation of Indemnities

- (a) Each indemnity under this document survives the expiry or termination of this document.
- (b) The Licenser may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

18.9 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

18.10 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent or approval to be given under this document in its absolute discretion and is not obliged to give its reasons for doing so.

18.11 Severability

If any term of this document or the application of any term to any person or circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction, it will be severed in that jurisdiction and none of the other terms and conditions are affected.

18.12 Entire agreement

This document contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all prior agreements and understandings between the parties in connection with its subject matter.

18.13 No waiver

- (a) No failure to exercise nor delay in exercising any right, power or remedy under this document by a party operates as a waiver.
- (b) A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

18.14 Amendment

No amendment or variation of this document is valid or binding on a party unless made in writing and executed by all parties.

18.15 Queensland Law

This document is governed by Queensland law and each party submits to the non-exclusive jurisdiction of the Queensland courts and any court that may hear appeals from the Queensland courts.

18.16 Counterparts

This document may be executed in counterparts.



Schedule 1

Reference Schedule

Item no	Item	Item details
Item 1	Land	Lot 75 on RP863749, under title reference 50093217
Item 2	Licensed Premises	Part of the Land, as shaded in red on the Licensed Premises Plan attached in schedule 3.
Item 3	Start Date	1 October 2018
Item 4	End Date	30 September 2023
Item 5	Further Term(s)	1 x 4 years
Item 6	(a) Licence Fee (b) Licence Fee Payment Date	\$1 (plus GST) per annum if demanded by the Licensor. The Start Date and each anniversary of the Start Date.
Item 7	Percentage Increase	Not applicable
Item 8	(a) Percentage Review Dates (b) CPI Review Dates	Not applicable Not applicable
Item 9	Minimum Licence Fee Increase	Not applicable
Item 10	Permitted Use	Operation of temporary demountable ablution building (building) as shown in the Building Plan Ablution Block in schedule 3. Access to water 'jump up' located on the Premises to service the building.

Item no	Item	Item details
Item 11	Public Risk Insurance Amount	\$20,000,000
Item 12	Notice details	<p>Licensors</p> <p>Attention: Vice President Enterprise Real Estate Address: Level 2, 175 Eagle Street, Brisbane QLD 4000 Fax Number: (07) 3019 8684</p> <p>Licensees</p> <p>Attention: Robert Gale Address: PO Box 955, Emerald QLD 4720 Email address: buck.007@bigpond.com</p>
Item 13	Administration Fee	Not applicable
Item 14	Licensee to pay Outgoings	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If 'Yes' is ticked in this Item 14 clause 5 (Outgoings) will apply in this document and the Licensee will be obliged to pay Outgoings on the terms set out in that clause.</i></p>
Item 15	Is the Licensed Premises separately metered or sub-metered for electricity?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If 'Yes' is ticked in this Item 15 clause 6.2 (Charges for electricity) will apply in this document and the Licensee will be obliged to pay for any electricity consumed by the Licensee on the terms set out in that clause.</i></p>

Schedule 2

Licence Fee

1 Minimum Licence Fee to apply

Despite any other term of this document, the Licence Fee payable for each Licence Year is the greater of the Licence Fee determined under this **schedule 2**.

2 Until Licence Fee is determined

- (a) The Licensee must continue to pay to the Licensor the Licence Fee payable immediately before the relevant Review Date until the Licence Fee is determined under this **schedule 2**.
- (b) Each Licence Fee review under this **schedule 2** takes effect from the relevant Review Date, regardless of when the Licence Fee is determined or when the Licensor notifies the Licensee of the change. On the first Licence Fee Payment Day after the Licence Fee is determined the Licensee must pay any adjustment to the Licence Fee calculated from and including the relevant Review Date.

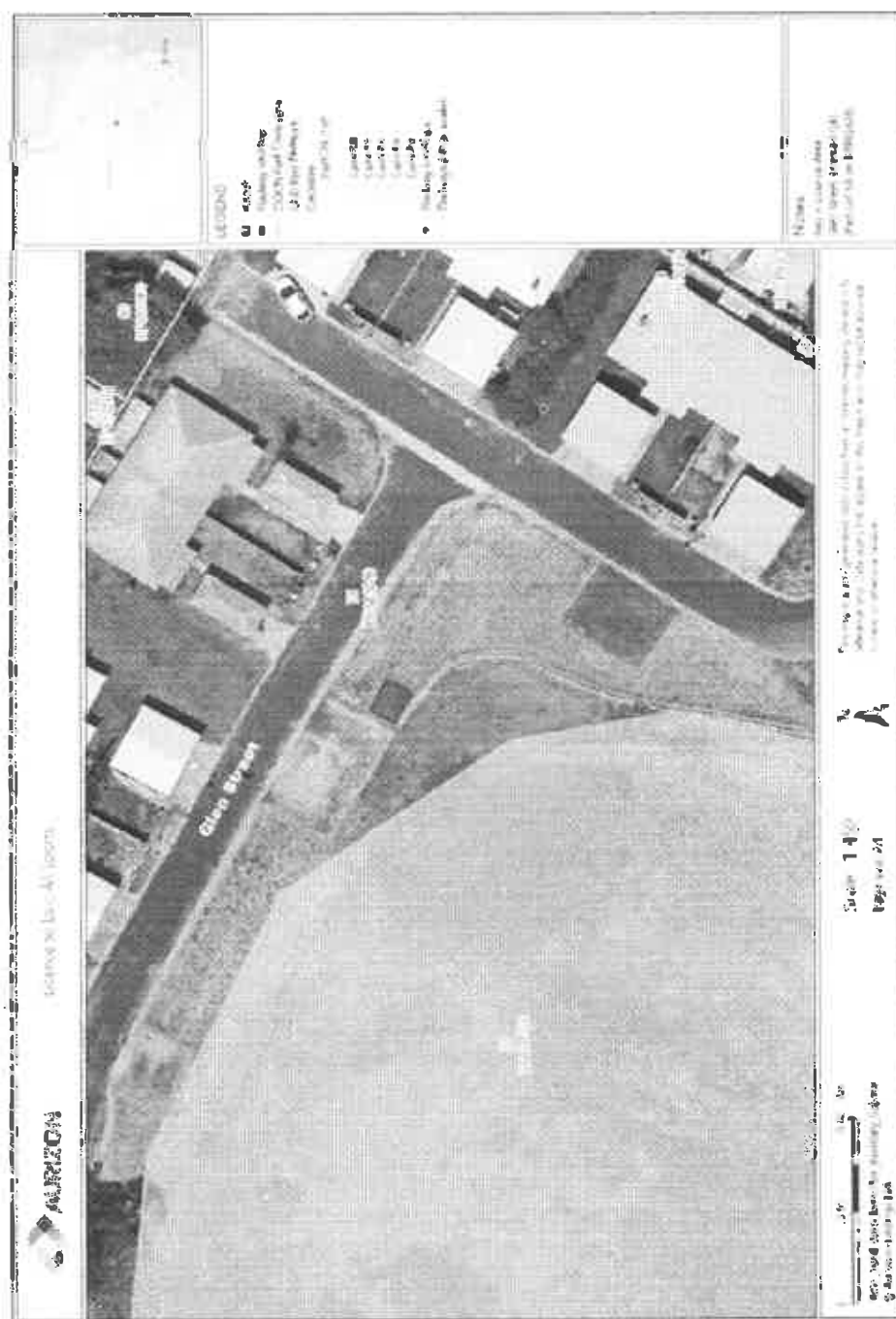


Schedule 3

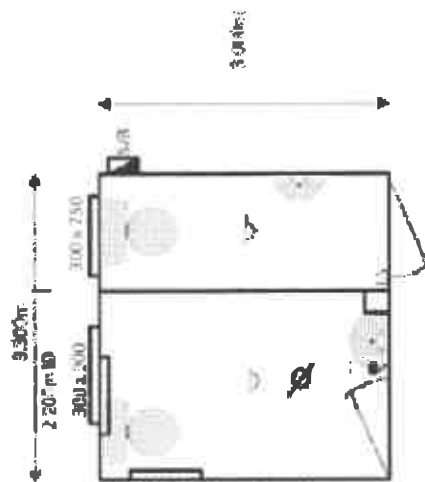
Licensed Premises Plan and Building Plan Ablution Plan



Attachment A – Proposed Licence Area Plan



Attachment B – Building Plan, Ablation Block



Produktions- und Vertriebsgesellschaft
Produktions- und Vertriebsgesellschaft

RECEIVED

PANEL FAB
E-DOG

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

LINE EN:

Abstracts 120C x 120D;

Call today for a free quote

2016年12月

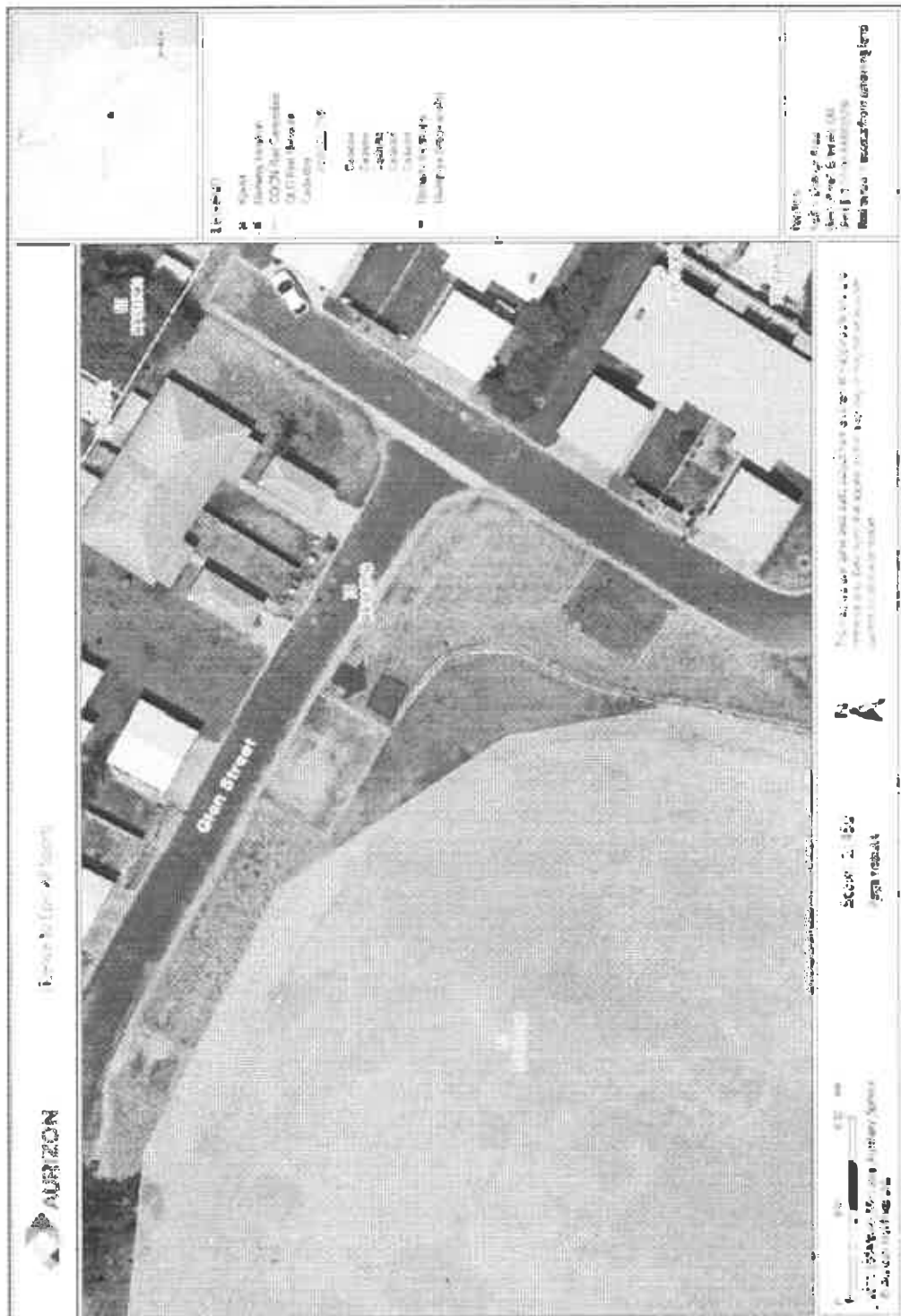
Population Policy

DESIGNING YOUR OWN BUSINESS

Schedule 4

Adjoining Land Plan

A handwritten signature in black ink, appearing to be a stylized 'M' or 'A', located at the bottom center of the page.



N/

Execution

Executed as a deed

Executed by Aurlzon Property Pty Ltd)
ACN 145 991 724 by its duly constituted)
attorney Stephen Raymond Cox, Head of)
Real Estate, under registered Power of)
Attorney no. 718178293 in the presence of:)


Signature of witness)


Audra Leigh Chick)
Name of witness please print)


BRISBANE)
Address of witness)


Attorney)

By executing this document the Attorney states that the Attorney has not received any notice of revocation of the Power of Attorney.

Executed by Epic All Sports)
Incorporated ABN 74 408 303 947 as)
Licensee)


Company Secretary/Director)
JAMIE SMITH)
Name of Company Secretary/Director)
(print))


Director)
ROBERT GALE)
Name of Director (print))
President)

Execution

Executed as a deed

Executed by Aurizon Property Pty Ltd)
ACN 145 991 724 by its duly constituted)
attorney Stephen Raymond Cox, Head of)
Real Estate, under registered Power of)
Attorney no. 718178293 in the presence of:)

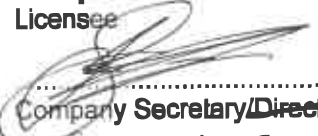

Signature of witness Reg.No.: 86088)
Audra Leigh Chick)
Name of witness - please print)


BRISBANE)
Address of witness)


Attorney

By executing this document the Attorney
states that the Attorney has not received
any notice of revocation of the Power of
Attorney.

Executed by Epic All Sports)
Incorporated ABN 74 408 303 947 as)
Licensee


Company Secretary/Director)
Name of Company Secretary/Director)
(print)


Director)
Name of Director (print))
PRESIDENT



ANNEXURE G

TENANCY AGREEMENT



Part 1 Tenancy Details

Item 1: 1.1 Lessor

QR National Limited

Address for service

PO Box 262

BLACKWATER Q

Postcode **4717**

1.2 Telephone number

(07) 4986 9419

Facsimile number

(07) 4986 9408

Email address

kylie.cooper@qrnational.com.au

Item 2: 2.1 Tenant

David Irwin Leitch

2.2 Address for service (if different from address of the premises in item 5.1)

Telephone number

0409 066 398

Facsimile number

Email address

See clause 44 of the standard terms.

Item 3: 3.1 Lessor's Agent (see clause 43)

QRN National Limited

Address for service

PO Box 262

Blackwater Q

Postcode **4717**

3.2 Telephone number

(07) 4986 9419

Facsimile number

(07) 4986 9408

Email address

kylie.cooper@qrnational.com.au

Item 4: Notices may be given to:

4.1 Lessor	by email	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	by facsimile	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4.2 Tenant	by email	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	by facsimile	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4.3 Lessor's agent	by email	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	by facsimile	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Item 5: 5.1 Address of the premises

QR National Residence Unit 16 - 8 Glenn Street

Emerald QLD

Postcode **4720**

5.2 Inclusions for the premises

1 x Stove; 2 x box air conditioners in bedrooms;

Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

Item 6: 6.1 The term of the agreement is **Periodic Agreement**

Insert "fixed term agreement" or "periodic agreement".

6.2 Starting on **01 / 11 / 2012**

6.3 Ending on **/ /**

Fixed term agreements only. For continuation of tenancy, see clause 6 of the standard terms.

Item 7: Rent

\$ 660.00

a week ☐

fortnight ☒

month ☐

See clause 8(1) of the standard terms.

Item 8: Rent must be paid on the **First**

day of each **Fortnight**

Insert day, see clause 8(2) of the standard terms.

Insert week, fortnight or month.

Item 9: Method of rent payment

Payroll deduction

Insert the way the rent must be paid. See clause 8(3) of the standard terms.

Item 10: Place of rent payment

Insert where the rent must be paid. See clause 8(4) to 8(6) of the standard terms.

Item 11: Rental bond \$ 1320.00

Insert amount. See clause 13 of the standard terms.

Item 12: 12.1 The services supplied to the premises for which the tenant must pay:

(a) electricity

YES

Write 'yes' or 'no' for each of (a) to (d). See clause 16.

(b) gas

YES

See clause 16.

(c) telephone

YES

See special terms.

(d) any other service that a tenant must pay

See special terms.

12.2 If the tenant must pay for water supplied to the premises

See Special Terms

Write 'yes' or 'no'. See clause 17.

Item 13: If the premises are not individually metered for a service under item 12.1 the apportionment of the cost of the service for which the tenant must pay:

(a) electricity

N/A

Insert how apportion for each is worked out (for example the tenant must pay a percentage of the total charge). See clause 16(c) of the standard terms.

(b) gas

N/A

(c) telephone

N/A

See special terms.

(d) any other service stated in item 12.1(d)

See special terms.

Item 14: How services must be paid for (insert for each how the tenant must pay)

(a) electricity

N/A

See clause 16(d) of the standard terms.

(b) gas

N/A

See clause 16(d) of the standard terms.

(c) telephone

N/A

See special terms.

(d) any other service stated in item 12.1(d)

See special terms.

Item 15: Number of persons allowed to reside at the premises

5

Insert number. See clause 23 of the standard terms.

Item 16: 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

N/A

If body corporate by-laws apply, write 'yes' or 'no'. See clause 22.

16.2 Indicate whether the tenant has been given a copy of the relevant by-laws

See clause 22 of the standard terms.

Item 17: 17.1 Pets approved **No**

Write 'yes' or 'no'. See clause 24(1) of the standard terms.

17.2 The types and number of pets that may be kept:

Type

Number

See clause 24(2) of the standard terms.

Item 18: Nominated repairers:

(a) Electrical repairs

Peter Glover

Telephone

0428 768 908

(b) Plumbing repairs

Peter Glover

Telephone

0428 768 908

(c) Other

Peter Glover

Telephone

0428 768 908

Insert name and telephone number for each. See clause 31 of the standard terms.

Part 3 Special Terms

Insert any special terms here. See clause 2(3) to 2(5).

* By signing this tenancy agreement with QR National you are also agreeing to abide by the QR National Special Terms (attached), which forms part of your tenancy agreement with QR National.

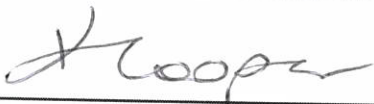
The tenant must receive a copy of the information statement and a copy of any applicable by-laws if copies have not previously been given to the tenant.

Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

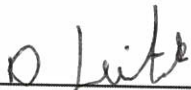
Kylie Cooper

Signature of lessor/lessor's agent



on the 2nd day of November 2012

in the presence of (witness)



Signed by the tenant

Name of the tenant

Signature of the tenant

on the day of 20


in the presence of (witness)

Signed by the tenant

Name of the tenant

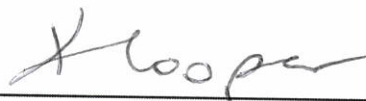
David Irwin Leitch

Signature of tenant



on the 2nd day of November 2012

in the presence of (witness)



Signed by the tenant

Name of the tenant

Signature of the tenant

on the day of 20

in the presence of (witness)

SPECIAL TERMS – General Tenancy Agreement 18A

- ▶ The tenant must not allow any other persons, other than those listed on this agreement to reside at the property.
- ▶ The tenant must not use the premises to conduct a private business.
- ▶ The tenant acknowledges that he/she has received, has read and fully understands the contents of the Asbestos Notice dated 8 March 2005.
- ▶ The tenant acknowledges that the QR National Code of Conduct relates to the use of this property.
- ▶ The tenant is responsible for keeping the premises free of pests and vermin and responsible for having the premises treated by a licensed pest controller at the end of the tenancy, at his/her expense. If pets are being kept at the premises, the tenant is also responsible for treating the yard for ticks and fleas.
- ▶ The tenant must have the carpets professionally cleaned at his/her expense at the end of tenancy.
- ▶ All planned improvements or installations must be approved in writing and arranged by QR National Ltd prior to the improvement or installation proceeding. All costs must be funded by the tenant. Approval must be obtained for additional gardens. **An improvement is defined as any installation, garden, air conditioner, shed, dishwasher connection point, etc.**
- ▶ Any approved improvement or installation is to be removed by QR National Ltd (except gardens which may be removed by the tenant) at the end of the tenancy unless specifically advised by QR National Ltd. Removal will be at the tenant's expense.
- ▶ No swimming pools, spas, or ponds are permitted.
- ▶ No weapons may be kept at the premises without application and approval in advance.
- ▶ The tenant must not interfere with the smoke alarms fitted to the property and will be responsible for testing during the tenancy.
- ▶ The tenant is responsible to pay for water charges in excess of 250KL in a six month period. Water in excess of the prescribed amount will be charged to the tenant at the tariff rate indicated by the Local Regional Council

David Leitch

DL Leitch

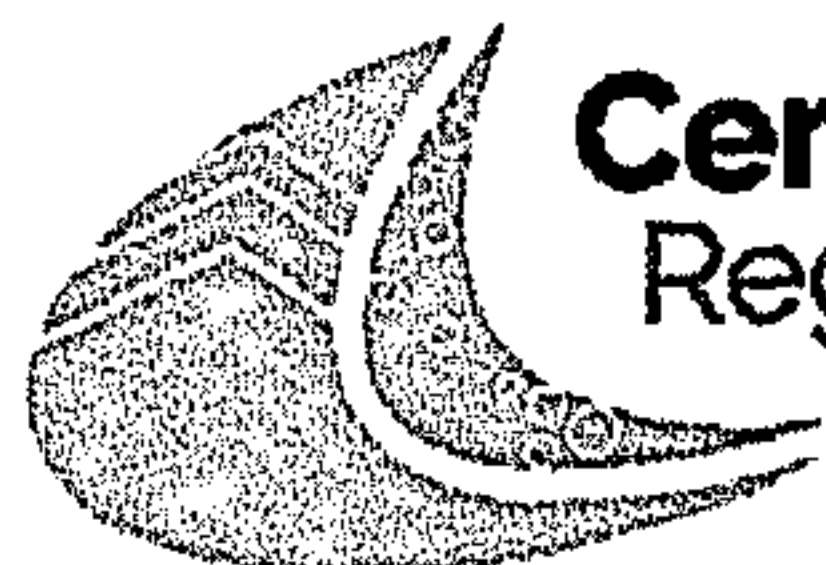
Date

2/11/12

ANNEXURE H

RATES NOTICE





Central Highlands
Regional Council

PO Box 21 Emerald QLD 4720
Customer Service: 1300 242 686
Website: www.centralhighlands.qld.gov.au
Email: enquiries@chrc.qld.gov.au
ABN: 79 198 223 277

019 - 399 - 12



QRN Property Pty Ltd
CARE Cushman & Wakefield
GPO BOX 2698
CANBERRA ACT 2601

2nd Half Rates Notice 2018/19

FOR THE PERIOD
01/01/2019 to 30/06/2019

ASSESSMENT NO: 779
DATE OF ISSUE: 14/02/2019
2nd HALF DUE DATE: 18/03/2019
VALUATION: \$325,000
VALUATION DATE: 01/10/2017

Property Location and Description:

35 Lorraway Street EMERALD QLD 4720
Lot 75 RP 883749

Summary of Charges

Description

Units

Yearly

Half Yearly

2nd Half Rates and Charges
Waste Management - Domestic
Wheelie Bin Pick Up - Domestic
Sewerage - Residential Emerald
State Emergency & Fire Levy: Cat. C-3
Recycling Pick Up - Domestic
General EMD/BW Multi Units >20 Units

25.00	194.00	\$2425.00
25.00	161.00	\$2012.50
25.00	648.00	\$8100.00
1.00	313.60	\$156.80
25.00	140.00	\$1750.00
325000.00	0.07311900	\$11881.84

TOTAL 2nd HALF RATES & CHARGES PAYABLE \$26326.14

Discount if payment made by the 2nd Half Due Date \$2616.93

TOTAL PAYMENT IF DISCOUNT APPLIES \$23709.21

Where arrears are reflected on this notice interest is compounded at 11% p.a. and continues to accrue on these arrears from the date of issue of this notice

Discount of 10% applies for rates paid within 30 days (Conditions apply see reverse)

DUE DATE
18/03/2019

GROSS AMOUNT
\$26326.14

DISCOUNT
\$2616.93

NET AMOUNT PAYABLE
\$23709.21



Biller Code: 51805
Reference No: 7799

HOW TO PAY - For a full list of payment options please see reverse



Billpay code: 2436
Ref: 1000 7797

POST billpay



*2436 1 0007797

Pay in person at any post office, by phone 13 18 16 or go to postbillpay.com.au

ASSESSMENT NO: 779
NAME: QRN Property Pty Ltd
NET AMOUNT DUE: \$23709.21
2nd Half Due Date: 18/03/2019
PAYMENT REFERENCE: 7799

Return this portion if paying by mail



Please tick if receipt required

Payment Details

Please Read The Following Sections Carefully

Notice is hereby given that the aforementioned rates and charges are made and levied by the Central Highlands Regional Council, by virtue of the Local Government Regulation 2012 on land numbered and described on the rate notice. All rates are due and payable as per the dates shown on the face of this notice.

Discount

Council offers a 10% discount on rates and charges if the bill is paid in full by a date set by Council prior to the due date of payment. Council offers a further 5% discount on the rate and charges if the bill is paid in full by a date set by Council prior to the due date of payment.

All Payments must be made by 5pm on the day of payment. All payments must be made by 5pm on the day of payment. All payments must be made by 5pm on the day of payment. All payments must be made by 5pm on the day of payment.

Residential Rating Category

If you are a residential owner, your property will be rated as a residential property. If you are a commercial owner, your property will be rated as a commercial property. If you are a residential owner, your property will be rated as a residential property. If you are a commercial owner, your property will be rated as a commercial property.

Interest

Council will pay interest on rates and charges if the bill is paid in full by a date set by Council prior to the due date of payment. Council will pay interest on rates and charges if the bill is paid in full by a date set by Council prior to the due date of payment.

Payment Commitment

If you are a residential owner, your property will be rated as a residential property. If you are a commercial owner, your property will be rated as a commercial property. If you are a residential owner, your property will be rated as a residential property. If you are a commercial owner, your property will be rated as a commercial property.

Payment Options



Telephone and Internet Banking – BPAY®

Call your bank or financial institution to make this payment from your cheque, savings, debit or credit card (except Diners and American Express). More info: www.bpay.com.au



MAIL

Make your cheque/money order payable to Central Highlands Regional Council, PO Box 21, Emerald, QLD 4720 (only cheques or money orders are accepted by mail)



AUSTRALIA POST

Payments can be made by cash, cheque or credit card (except Diners and American Express) at any Post Office in Australia. You must present your notice intact when paying. Payments can also be made by phoning 13 18 16 or go to www.postbillpay.com.au



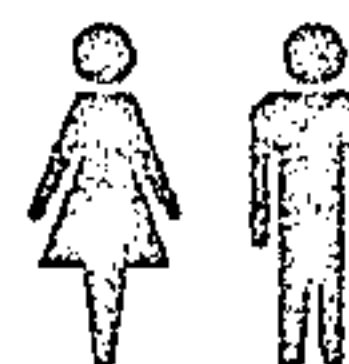
BY CREDIT CARD

Please phone 13 18 16 or go to postbillpay.com.au to arrange payment. There is a maximum of \$10,000.00 per transaction. Please note that Central Highlands Regional Council does not accept American Express or Diners cards.



DIRECT DEBIT

Contact Council to arrange a direct debit.



IN PERSON

You can pay this account at Council's Administration Centre, 65 Egerton St, Emerald or any of the Council Customer Service Centres at Capella, Blackwater, Duaringa, Rolleston, Springsure and Tieri.

Changed your mailing address?

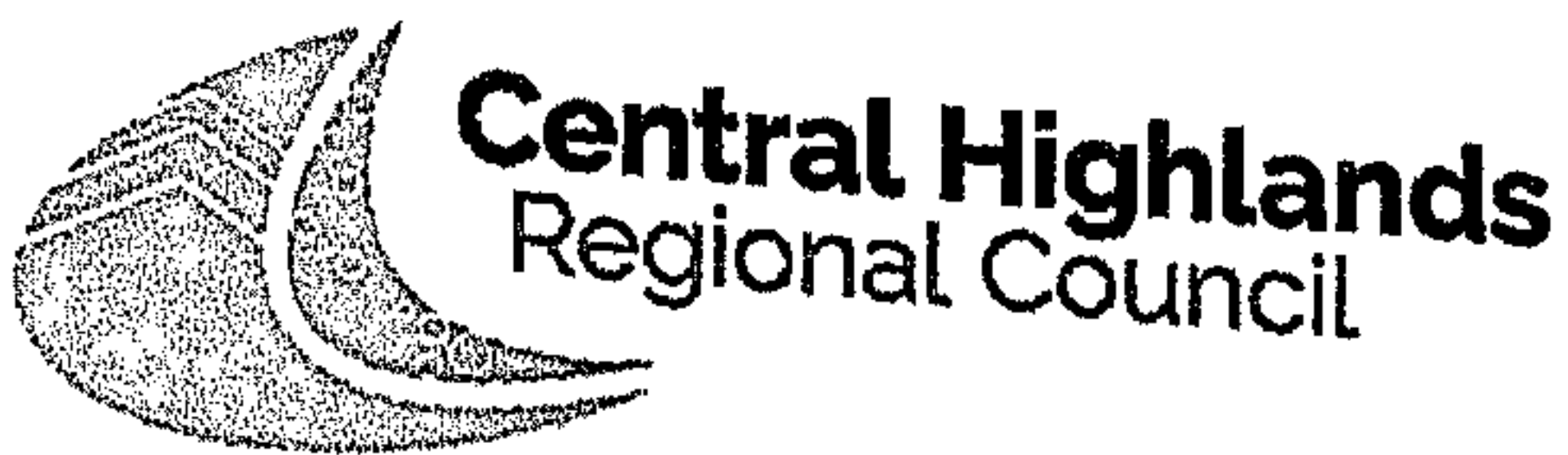
Please contact Council and advise us of your new mailing details. You can do this either in person, by phone, in writing or by email.

Central Highlands Regional Council
Address: PO Box 21, Emerald QLD 4720
Telephone: 1300 242 636
Website: www.centralhighlands.qld.gov.au

ANNEXURE I


WATER CHARGES NOTICE





PO Box 21 Emerald QLD 4720
Customer Service: 1300 242 686
Website: www.centralhighlands.qld.gov.au
Email: enquiries@chrc.qld.gov.au
ABN: 79 198 223 277

019 - 287 - 10


QRN Property Pty Ltd
CARE Cushman & Wakefield
GPO BOX 2698
CANBERRA ACT 2601

Property Location and Description:

35 Lorraway Street EMERALD QLD 4720
Lot 75 RP 883749

**2nd Half Water Notice
2018/19**

FOR THE PERIOD

01/01/2019 to 30/06/2019

ASSESSMENT NO: 779
DATE OF ISSUE: 18/04/2019
2nd HALF DUE DATE: 23/05/2019
ARREARS DUE DATE: Payable Immediately
PAYMENT REFERENCE: 20006409

Arrears Brought Forward - (Payable Immediately)

Description

Water consumption (As per attached)
Water Access 20mm (January to June 2019)

Units	Yearly	Half Yearly
571		\$770.85
25	\$550.00	\$6875.00

\$129.26

TOTAL ARREARS PAYABLE

\$129.26

TOTAL 2nd HALF WATER CHARGES PAYABLE
Discount if payment made by the 2nd Half Due Date

\$7645.85
\$687.50

TOTAL PAYMENT IF DISCOUNT APPLIES

\$7087.61

Meter information and comparative data is located on the back of this notice.

ALL ARREARS ARE DUE AND PAYABLE IMMEDIATELY

This is a separate account to the previously issued rate notice and the payment details are different from your rates notice.

Discount of 10% applies for water paid within 30 days.
(Conditions apply see reverse)

Due Date

Gross Amount

\$7775.11

Discount

\$687.50

Net Total Payable

\$7087.61



Biller Code: 288837

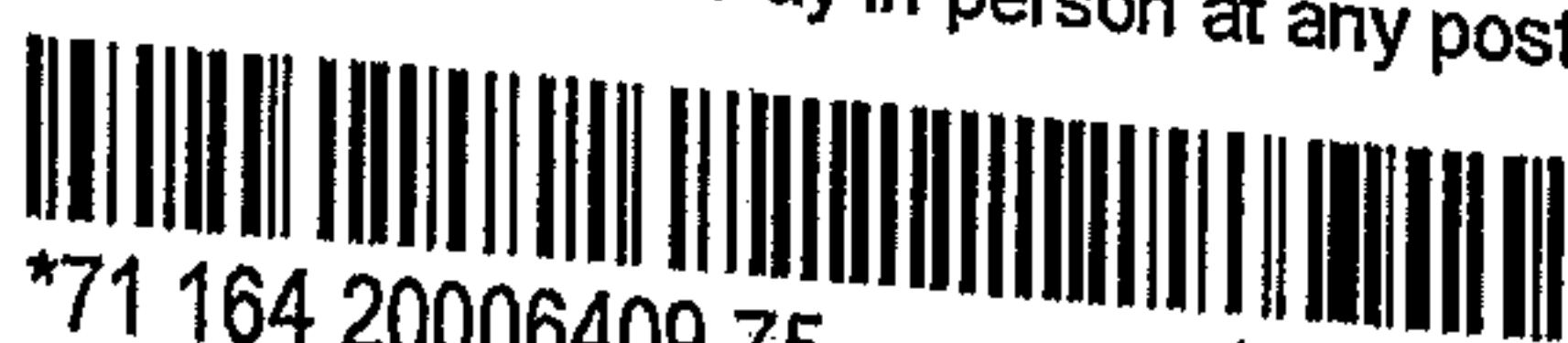
Reference No: 20006409

HOW TO PAY - For a full list of payment options please see reverse

Are you using the correct Biller Code and Reference?

POST billpay

Pay in person at any post office.



*71 164 20006409 75

\$7087.61

ASSESSMENT NO.

779

NAME

QRN Property Pty Ltd

NET AMOUNT DUE

\$7087.61

2nd Half Due Date

23/05/2019

PAYMENT REFERENCE

20006409

Return this portion if paying by mail

☐ Please tick if receipt required

WATER METER DETAILS

Meter No.	— OPENING —		— CLOSING —		Avg con	Cons(kl)
	Date	Reading	Date	Reading		
10W016643	31/05/2018	38	30/11/2018	38	0.000	0
11W032151	31/05/2018	616	30/11/2018	616	0.000	0
11W032152	31/05/2018	178	30/11/2018	191	0.071	13
11W032153	31/05/2018	643	30/11/2018	696	0.290	53
11W032154	31/05/2018	1235	30/11/2018	1361	0.689	126
11W032155	31/05/2018	34	30/11/2018	36	0.011	2
11W032161	31/05/2018	437	30/11/2018	437	Total Water Consumption: 571	

Tariff Consumption	Tariff Rate	Period Ending	Tariff Charge
571	1.3500	30/11/2018	\$770.85

COMPARATIVE DATA

COMPARISON WITH LAST YEAR Kilolitres

Total water consumption:

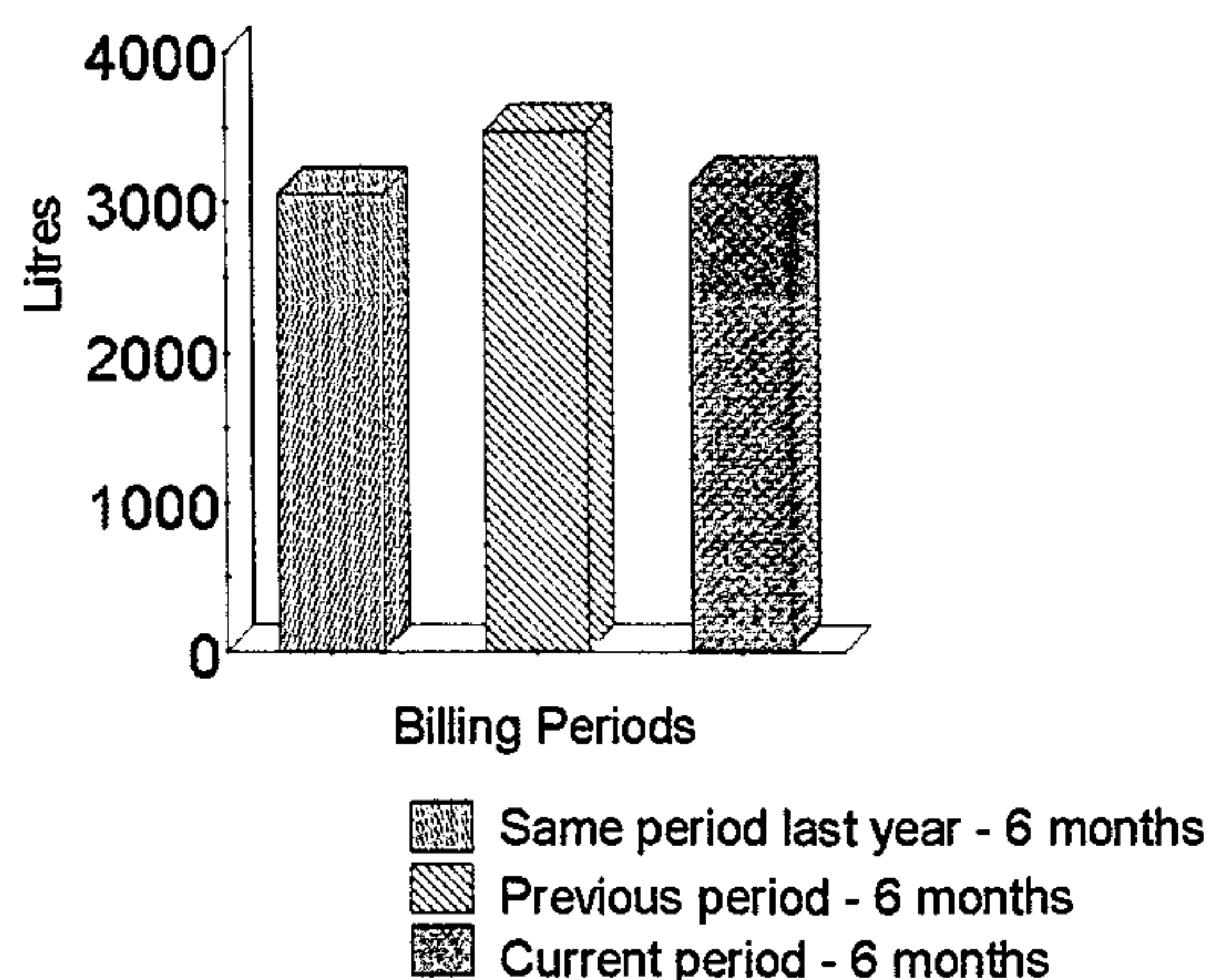
Current Period - 6 Months 571

Previous Period - 6 Months 632

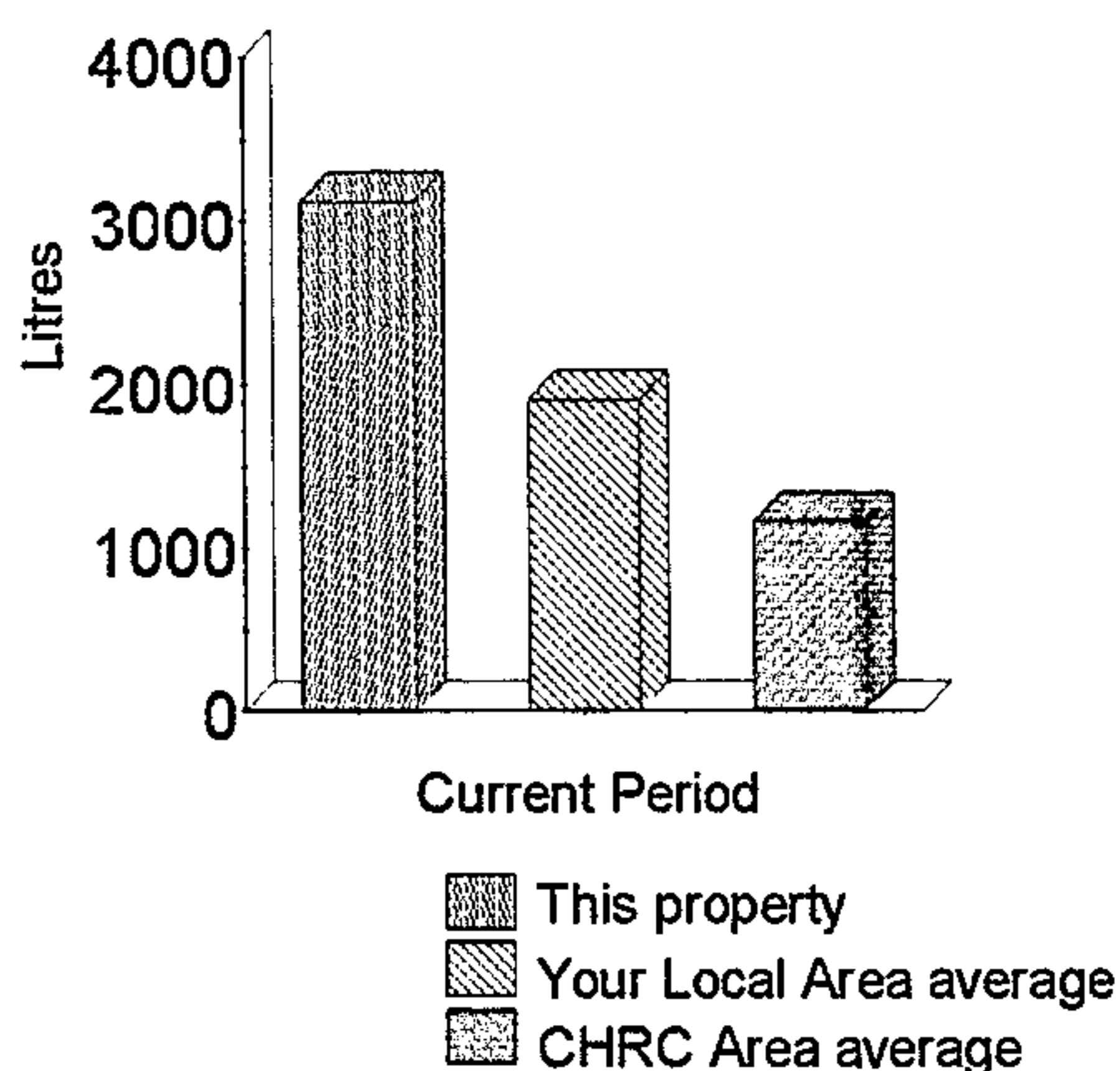
Same period last year - 6 Months 558

(1 kilolitre = 1,000 litres)

This Property Average Daily Water Consumption



Average Daily Water Consumption



Please Read the following sections carefully

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Discount

Council offers a 10% discount on current rates and charges if the full amount is paid (including all arrears and interest) on or before the due date for payment as shown on the rates notice. Water consumption charges do not receive a discount

All payments must be received by Council or one of its appointed agents (BPAY or Australia Post) by the close of business (5pm AEST) on the due date as shown on the notice to be eligible for discount. Council does not accept any responsibility for delays due to postal services.

Interest

Council will apply interest at a rate of 11% per annum compounding daily or as practical on all overdue rates and charges from the date on which they rates and charges become overdue.

Payment Commitment

If you are experiencing difficulty in paying your rates by the due date, Council will accept a regular payment commitment though conditions apply. Please contact Council on 1300 242 686.

Payment Options



MAIL

Make your cheque/money order payable to Central Highlands Regional Council, PO Box 21, Emerald, QLD 4720 (only cheques or money orders are accepted by mail).



BY CREDIT CARD

There is a maximum of \$10,000 per payment for credit cards. The Council's credit card payment system is not available for payments over \$10,000.



DIRECT DEBIT

Contact Council to arrange a direct debit



IN PERSON

You can pay this account at Council's Administration Centre, 65 Egerton St, Emerald or any of the Council Customer Service Centres at Capella, Blackwater, Duaringa, Rolleston, Springsure and Tieri

Changed your mailing address?

Please contact Council and advise us of your new mailing details. You can do this either in person, by phone, in writing or by email.

Central Highlands Regional Council
 Address: PO Box 21, Emerald QLD 4720
 Telephone: 1300 242 686
 Website: www.centralhighlands.qld.gov.au
 Email: enquiries@chrc.qld.gov.au

RAY WHITE EMERALD

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Sales Consultant - Business Owner

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RAY WHITE SPECIAL PROJECTS QLD

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Executive Director

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