



Queensland  
Government

Department of  
Natural Resources and Mines

Author Carol Ward  
Our Ref 2016/002821  
Unit State Land Asset Management  
Phone (07) 41903839

23 May 2016

s.73

Sibelco Australia  
Locked Bag 969  
NORTH SYDNEY NSW 2059

Dear

**Application for Minister's Consent to transfer TL 221125 over Lot 76 on SL4907 – Lessee – Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 - Dunwich**

Reference is made to the above application which was received on 20 May 2016.

Attached is approval of the Minister administering the *Land Act 1994* to transfer the above lease from Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 to RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust.

Enclosed please find Form 18 General Consent and associated Form 20 (schedule providing approval and conditions for the transfer) to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of this letter.

Also enclosed is a current rental position report and a Fact Sheet – Responsibilities of Landholders. The Department asks that you pass these advices on to the transferees. Please note the rental position report attached is at today's date, however all rent due as at the date of lodgement MUST be paid up to date prior to lodgement. If any further payment is made, the associated receipt or fresh rental certificate is to be lodged with the transfer.

Your attention is drawn to the requirements of the Foreign Ownership of *Land Register Act 1988* that a foreign person, as defined in that Act or a trustee of a foreign person, must lodge a Notification of Ownership form for each interest acquired. No fee is payable and further enquiries can be directed to the Foreign Ownership Registry, phone (07) 3227 7867. If you are a permanent resident of Australia, and Australian Citizen or wholly owned Australian Company, there is no need for you to take further action in this matter.

Please note that this lease is due to expire on 19 July 2016.

If you wish to discuss your application please contact Carol Ward (07) 41903839.

Postal :  
DNRM Maryborough  
PO Box 212  
Maryborough  
4650 QLD

Telephone : (07) 41211771  
Fax: (07) 4122 4007

Please quote reference number 2016/002821 in any future correspondence.

Yours sincerely

<sup>1</sup>  
s.73  
Rhonda/James  
**Land Administration Officer**  
**South Region**

DAF RTI DL Release

1. Lot on Plan Description

Title Reference

Lot 76 on Crown Plan SL4907

40043954

2. Instrument being consented to

Instrument type Transfer of lease

Dated / /

Names of parties Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 TO RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust

3. Instrument under which consent required

Dealing Type Transfer in terms of Section 322 of the Land Act 1994

Dealing No. Not applicable

Name of consenting party Minister administering the Land Act 1994.

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2, conditional on compliance with items specified on the attached Schedule 20.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

NO WITNESS REQUIRED

Witnessing Officer

Execution Date

Consenting Party's Signature

Not required

.....signature

23/05/2016

.....full name

.....qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

^  
s.73  
Rhonda Ann James  
Land Administration Officer  
a duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

**NOTE:** Attached to this form must be a Land Registry Form 20 – Schedule, which outlines the conditions to which the Minister's Consent is subject.



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

Title Reference [ 40043954 ]

**RENTAL STATUS –**

- All rent due as at the date of lodgement **MUST** be paid.
- If an outstanding amount is paid prior to lodgement, the associated receipt or a fresh rental certificate will be required to be lodged with the transfer.

**THIS CONSENT IS TO BE LODGED WITH THE ITEMS LISTED BELOW –**

- (1) Land Registry Form 1 – Transfer
- (2) Land registry Form 24 – Property Transfer form - the lessee's full and correct postal address for the service of notices must be provided on this declaration.
- (3) The original of this approval (Land Registry Forms 18 and 20);
- (4) If the lease is to be held by a person (a person, for example, includes a company) as trustee, the transfer document for the lease must show the person as trustee and, as required by section 375 of the *Land Act 1994*, a certified copy of the trust (or details of the trust) must be deposited with the transfer document.

Note: Section 375 of the *Land Act 1994* applies to any interest (for example, an easement, a trustee lease) to be held in trust.

- (5) A statutory declaration, SIGNED BY THE Transferees stating that the transferees are an adult, that is, 18 years of age or older and in accordance with Section 322(4) of the *Land Act 1994* are aware –
  - a. the condition of the land; and
  - b. the level of compliance with the lease conditions and any land management agreement for the lease; and
  - c. any current property vegetation management plans affecting the lease; and
  - d. any current agreements under an act affecting the lease, including (for a lease) any land management agreement,
  - e. lease land subject to an indigenous cultural interest become the rights and responsibilities of the transferee (s373ZK(2)and the provisions of S.202AA apply.
- (6) **Additional information for the transferee –**  
Rental periods are annual (1 July – 30 June). Invoices for payment of the rent are usually sent out by the department before the last week of July each year and the invoiced amount must be paid on or before 1 September of the same year. The invoice for payment is forwarded to the person registered as the lessee in the Land Registry at the time of issue of the invoice. Quarterly invoices will be issued for the payment of the annual rent for this tenure.

**Note –** The change of ownership may result in capping and averaging applying to the annual rent, which may result in the annual rent being calculated differently. Rent is calculated in accordance with the *Land Act 1994* and the Land Regulation 2009.

The present lessees applied to renew TL 221125 in terms of Section 158 of the *Land Act 1994*, which is due to expire on 19 July 2016, and the Department is currently investigating the further dealing of this lease.

If the transferee is a company the statutory declaration is to be executed by an officer authorised to act on behalf of the company.

- (7) A copy of the Rental clearance certificate.
- (8) Registration fees.

**Please note that in accordance with Section 322(2) of the *Land Act 1994*, this approval will lapse unless the transfer is lodged with a Titling Facility within six (6) months of the date hereof.**

**NOTE: ATTACHED TO THIS FORM MUST BE A LAND REGISTRY FORM 18 (GENERAL CONSENT) WHICH IS AUTHORISATION OF THE MINISTER'S CONSENT.**

Report as at Effective Date of 23/05/2016  
Report as at Posting Date of 23/05/2016 23:59:59

**Report For** REGION: SOUTH EAST  
DISTRICT OFFICE: BEENLEIGH  
LEASE NUMBER: TL 0/221125  
TITLE REF: 40043954  
LESSEE: STRADBROKE RUTILE PTY LTD

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 23/05/2016	Payout as at 23/05/2016
	MAIN	72	\$0.00	N/A
	Outstanding Total		\$0.00	N/A

**Account: MAIN**

CALL TYPE:	NORMAL	MULTIPLE ANNUAL
ACCOUNT STATE:	ACTIVE	PAYMENT IMPACT: N
EXPIRY DATE:	19/07/2016	INVOICE TERM: QUARTER
ACTIVE CONCESSION:		NEXT DUE DATE: 01/06/2016
ACTIVE EXCLUSION:		
FINANCIAL RENTAL CATEGORY:	12.1.2 - RESIDENTIAL	
LEGAL RENTAL CATEGORY:	12.1 - RESIDENTIAL	

**RENTAL POSITION**

Current Billing Period:	01/01/2016 to 31/03/2016
Last Invoiced Period:	01/04/2016 to 30/06/2016
Fund Code:	72
Control Level:	150
Freehold/Leasehold:	LEASEHOLD
CURRENT ANNUAL RATE:	\$56,076.00 AS AT 23/05/2016
(Exclusive of GST) FROM	23/05/2016
AMOUNT PENDING:	\$13,942.39 (Amount due in the near future)
(Inclusive of GST) FROM	23/05/2016
ACCOUNT BALANCE:	\$0.00 (Negative balance means A/C in credit)
(Inclusive of GST)	
PENALTY CHARGED:	\$0.00
PENALTY TO 23/05/2016	\$0.00 (Penalty is charged for late payments)
<b>TOTAL AS AT 23/05/2016</b>	<b>\$0.00</b>

I REFER TO YOUR REQUEST OF THE 20/5/2016 REF: \_\_\_\_\_  
CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE LESSEE TO OBTAIN  
THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT TO A BACKDATED CHANGE  
DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS TENURE LEDGER.

s.73  
FOR DISTRICT MANAGER  
Department of Natural Resources and Mines

23/5/2016

\*\*\*\*\* END OF REPORT \*\*\*\*\*



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Queensland Government home >For Queenslanders >Environment, land and water >Land, housing and property >State land >Using state land >Responsibilities of landholders

## Responsibilities of landholders

### Purpose and conditions

Landholders must use the land only for the purpose for which the tenure was issued and must comply with all conditions. Landholders may apply for a change of purpose to their lease and for a change of conditions to their lease, licence or permit to occupy.

### Other approvals and charges

Landholders are responsible for obtaining any other required approvals from state or local governments or other authorities, as well as paying any additional fees that may relate to the tenure.

### Duty of care

Landholders must maintain the land in good condition, for example by implementing good land management practices and preventing land degradation and contamination.

### Tree clearing

Tree clearing is not permitted unless a tree clearing permit has been issued by the Department of Natural Resources and Mines.

### Quarry material, forest, mineral and petroleum products

The rights to these are reserved for the state in accordance with the *Forestry Act 1959*, *Mineral Resources Act 1989* and the *Petroleum Act 1923*.

### Rent

Landholders are required to pay an annual rent (due 1 September each year). Rents and instalments must be paid by the due date.

Rental arrangements for leases, licences and permits to occupy and freeholding leases are in accordance with the *Land Act 1994* and the *Land Regulation 2009*.

See [rents and hardship assistance](https://www.qld.gov.au/environment/land/state/rents/)( <https://www.qld.gov.au/environment/land/state/rents/> ) for more information.

## Cancellation

We can cancel a lease, licence or permit to occupy after giving reasonable notice if a landholder:

- breaches a condition or the purpose of a lease
- fails to comply with statutory requirements
- fails to pay rent by the due date.

## Voluntary surrender

Term leases and perpetual leases can be [voluntarily surrendered](https://www.qld.gov.au/environment/land/state/leases/surrendering/) ( <https://www.qld.gov.au/environment/land/state/leases/surrendering/> ), provided rents have been paid in full. The landholder must notify us at least 1 year before surrendering the lease. The original lease document must also be lodged with us.

Licences can be surrendered, providing all the rent has been paid.

Permits can be voluntarily surrendered, provided the rent has been paid. Permit holders may be allowed to remove any improvements they have made.

## Contact

For more information, including advice on how to fill out application forms, contact your nearest [business centre](http://www.dnrm.qld.gov.au/our-department/contact-us)( <http://www.dnrm.qld.gov.au/our-department/contact-us> ) or call 13 QGOV (13 74 68).

Last updated 29 May 2014

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Right to information( <https://www.qld.gov.au/right-to-information/> )

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Queensland Government( <https://www.qld.gov.au/> )

SLAM – Internal Document

# Submission – Ministerial Consent

**Date:** 23 May 2016 **Application Type:** Consent to transfer

**eLVAS Case Id:** 2016/002821 **Other Reference:** TL 221125

**Applicant:** Stradbroke Rutile Pty Ltd A.C.N. 009 693 074

**Lodger:** Sibelco Australia Limited

**Fee:** Application fee paid 20/5/2016

**Local Government:** Redland

**Description of Land:** Lot 76 on SL4907

**Tenure:** TL 221125  
Purpose – Residential  
Area – 6531m2

Lessees: Stradbroke Rutile Pty Ltd A.C.N. 009 693 074

**Proposed Action:** Consent to transfer applications under section 322 of the Land Act 1994

**Background:** An application has been received to the transfer TL 221125 from Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 to RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust.

**ATS image view check:** Checked. No issues identified

**eLVAS check:** Refer application for renewal case 2014/000849 for further details. I have spoken to the case officer Judi Howard of the Beenleigh Office and have advised her of this consent to transfer case. The lease is due to expire on 19/7/2016 however Judi has advised that they intend to extend the term of the lease.

**Rent:** Nil rent owing on the account however there is an amount of \$13,942.39 pending.

## **Departmental Policies And Relevant Legislation:**

- Section 322 – 326A of the *Land Act 1994* deals with transfers.
- Policy PUX/901/521 – Transfer of leases, licences and subleases.

## **Recommendation:**

In consideration of the above information, may the following be approved in terms of section 322(1)(b) and section 322(4) of the *Land Act 1994*:-

- Consent to transfer TL 221125 from Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 to RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust.

The following documents are attached for your consideration / execution.

1. Form 18 General Consent to transfer
2. Form 20
3. Draft approval letter



**Submitted by:**

Carol Ward  
A/Land Officer

DAF RTI DL Release



Queensland  
Government

Department of  
**Natural Resources and Mines**

Author Carol Ward  
Our Ref 2016/002821  
Unit State Land Asset Management  
Phone (07) 41903839

23 May 2016

s.73

Sibelco Australia  
Locked Bag 969  
NORTH SYDNEY QLD 2059

Dear

**Application for Minister's Consent to transfer TL 221125 over Lot 76 on LS4907 –  
Lessee – Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 - Dunwich**

Reference is made to the above application which was received on 20 May 2016.

Attached is approval of the Minister administering the *Land Act 1994* to transfer the above lease from Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 to RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust.

Enclosed please find Form 18 General Consent and associated Form 20 (schedule providing approval and conditions for the transfer) to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of this letter.

Also enclosed is a current rental position report and a Fact Sheet – Responsibilities of Landholders. The Department asks that you pass these advices on to the transferees. Please note the rental position report attached is at today's date, however all rent due as at the date of lodgement MUST be paid up to date prior to lodgement. If any further payment is made, the associated receipt or fresh rental certificate is to be lodged with the transfer.

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Please note that this lease is due to expire on 19 July 2016.

If you wish to discuss your application please contact Carol Ward (07) 41903839.

**Postal :**  
DNRM Maryborough  
PO Box 212  
Maryborough  
4650 QLD

**Telephone :** (07) 41211771  
**Fax:** (07) 4122 4007

Please quote reference number 2016/002821 in any future correspondence.

Yours sincerely

Rhonda James  
**Land Administration Officer**  
**South Region**

DAF RTI DL Release

1. Lot on Plan Description

Title Reference

Lot 76 on Crown Plan SL4907

40043954

2. Instrument being consented to

Instrument type Transfer of lease

Dated / /

Names of parties Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 TO RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for RQYS Deanbilla Bay Trust

3. Instrument under which consent required

Dealing Type Transfer in terms of Section 322 of the Land Act 1994

Dealing No. Not applicable

Name of consenting party Minister administering the Land Act 1994.

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2, conditional on compliance with items specified on the attached Schedule 20.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

NO WITNESS REQUIRED

Witnessing Officer

Execution Date

Consenting Party's Signature

Not required

.....signature / /

.....full name

.....qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Rhonda Ann James  
Land Administration Officer  
a duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

NOTE: Attached to this form must be a Land Registry Form 20 – Schedule, which outlines the conditions to which the Minister's Consent is subject.



Privacy Statement

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Title Reference [ 40043954 ]

RENTAL STATUS –

- All rent due as at the date of lodgement MUST be paid.
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THIS CONSENT IS TO BE LODGED WITH THE ITEMS LISTED BELOW –

- (1) Land Registry Form 1 – Transfer
- (2) Land registry Form 24 – Property Transfer form - the lessee's full and correct postal address for the service of notices must be provided on this declaration.
- (3) The original of this approval (Land Registry Forms 18 and 20);
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- (5) A statutory declaration, SIGNED BY THE Transferees stating that the transferees are an adult, that is, 18 years of age or older and in accordance with Section 322(4) of the *Land Act 1994* are aware –
  - a. the condition of the land; and
  - b. the level of compliance with the lease conditions and any land management agreement for the lease; and
  - c. any current property vegetation management plans affecting the lease; and
  - d. any current agreements under an act affecting the lease, including (for a lease) any land management agreement,
  - e. lease land subject to an indigenous cultural interest become the rights and responsibilities of the transferee (s373ZK(2)and the provisions of S.202AA apply.

- (6) **Additional information for the transferee –**  
Rental periods are annual (1 July – 30 June). Invoices for payment of the rent are usually sent out by the department before the last week of July each year and the invoiced amount must be paid on or before 1 September of the same year. The invoice for payment is forwarded to the person registered as the lessee in the Land Registry at the time of issue of the invoice. Quarterly invoices will be issued for the payment of the annual rent for this tenure.

**Note –** The change of ownership may result in capping and averaging applying to the annual rent, which may result in the annual rent being calculated differently. Rent is calculated in accordance with the *Land Act 1994* and the Land Regulation 2009.

The present lessees applied to renew SL 200781 in terms of Section 158 of the *Land Act 1994*, which is due to expire on 19 July 2016, and the Department is currently investigating the further dealing of this lease.

If the transferee is a company the statutory declaration is to be executed by an officer authorised to act on behalf of the company.

- (7) A copy of the Rental clearance certificate.
- (8) Registration fees.

Please note that in accordance with Section 322(2) of the *Land Act 1994*, this approval will lapse unless the transfer is lodged with a Titling Facility within six (6) months of the date hereof.

NOTE: ATTACHED TO THIS FORM MUST BE A LAND REGISTRY FORM 18 (GENERAL CONSENT)  
WHICH IS AUTHORISATION OF THE MINISTER'S CONSENT.

Extracted from ASIC's database at AEST 12:10:54 on 23/05/2016

### Company Summary

Name: RQYS NOMINEES PTY LTD

ACN: 130 840 523

ABN: 66 130 840 523

Registration Date: 29/04/2008

Next Review Date: 29/04/2017

Status: Registered

Type: Australian Proprietary Company, Limited By Shares

Locality of Registered Office: MANLY QLD 4179

Regulator: Australian Securities & Investments Commission

Further information relating to this organisation may be purchased from ASIC.

20/05/2016 13:28:55

Report as at Effective Date of 20/05/2016  
Report as at Posting Date of 20/05/2016 13:28:51

**Report For** REGION: SOUTH EAST  
DISTRICT OFFICE: BEENLEIGH  
LEASE NUMBER: TL 0/221125  
TITLE REF: 40043954  
LESSEE: STRADBROKE RUTILE PTY LTD

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 20/05/2016	Payout as at 20/05/2016
	MAIN	72	\$0.00	N/A
	Outstanding Total		\$0.00	N/A

**Account: MAIN**

CALL TYPE: NORMAL  
ACCOUNT STATE: ACTIVE  
EXPIRY DATE: 19/07/2016  
ACTIVE CONCESSION:  
ACTIVE EXCLUSION:  
FINANCIAL RENTAL CATEGORY: 12.1 - RESIDENTIAL  
LEGAL RENTAL CATEGORY: 12 - RESIDENTIAL

MULTIPLE ANNUAL  
PAYMENT IMPACT: N  
INVOICE TERM: QUARTER  
NEXT DUE DATE: 01/06/2016

**RENTAL POSITION**

Current Billing Period: 01/01/2016 to 31/03/2016  
Last Invoiced Period: 01/04/2016 to 30/06/2016  
Fund Code: 72  
Control Level: 150  
Freehold/Leasehold: LEASEHOLD

CURRENT ANNUAL RATE: \$56,076.00 AS AT 20/05/2016  
(Exclusive of GST) FROM 20/05/2016

AMOUNT PENDING: \$13,942.39 (Amount due in the near future)  
(Inclusive of GST) FROM 20/05/2016

ACCOUNT BALANCE: \$0.00 (Negative balance means A/C in credit)  
(Inclusive of GST)

PENALTY CHARGED: \$0.00  
PENALTY TO 20/05/2016 \$0.00 (Penalty is charged for late payments)

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**TOTAL AS AT 20/05/2016** \$0.00

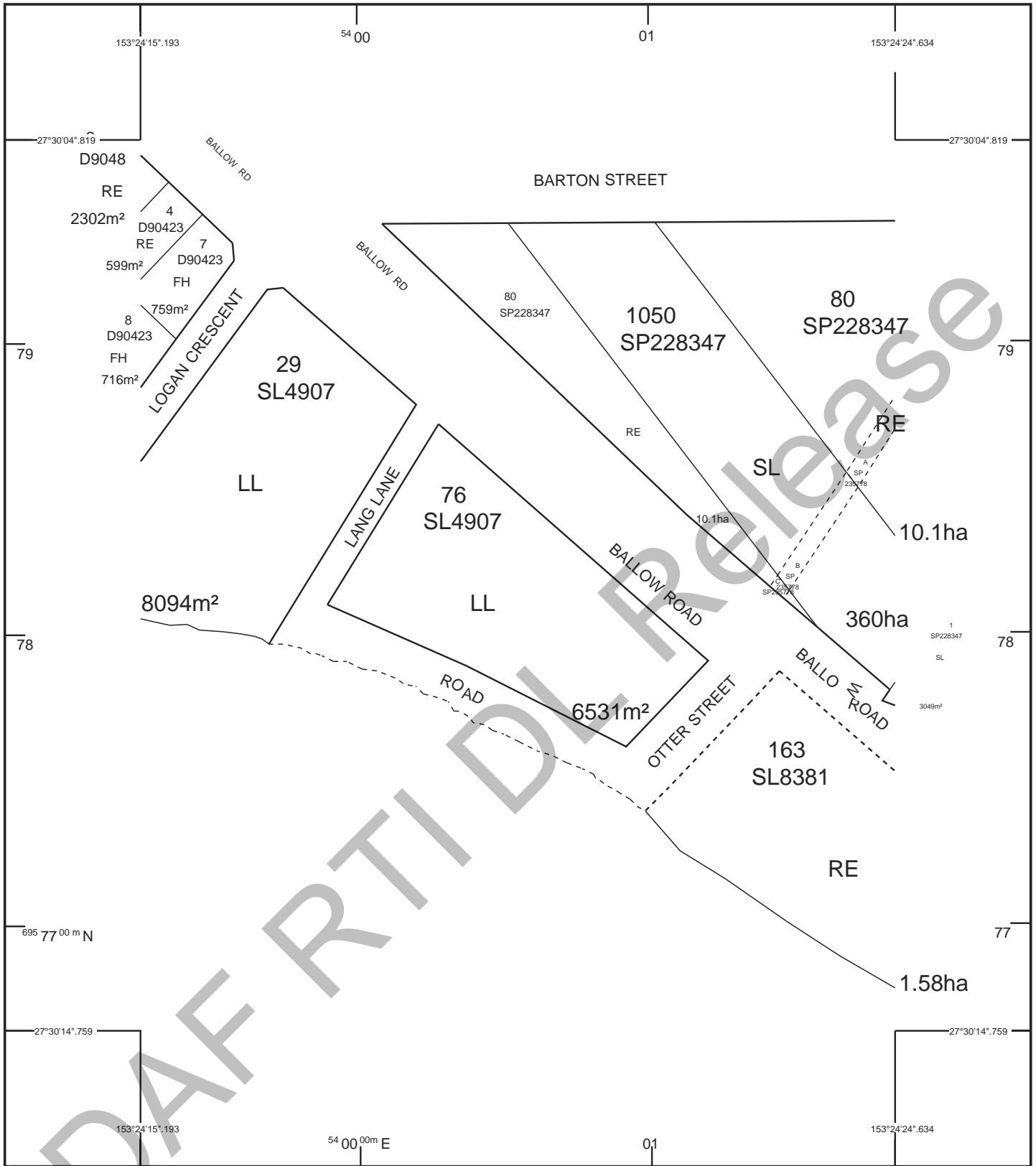
I REFER TO YOUR REQUEST OF THE \_\_\_\_/\_\_\_\_/\_\_\_\_ REF: \_\_\_\_\_  
CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE LESSEE TO OBTAIN  
THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT TO A BACKDATED CHANGE  
DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS TENURE LEDGER.

\_\_\_\_\_  
FOR DISTRICT MANAGER  
Department of Natural Resources and Mines

\_\_\_\_/\_\_\_\_/\_\_\_\_

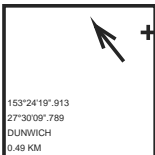
\*\*\*\*\* END OF REPORT \*\*\*\*\*



STANDARD MAP NUMBER  
9542-11441



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	76/SL4907
Area/Volume	6531m <sup>2</sup>
Tenure	LANDS LEASE
Local Government	REDLAND CITY
Locality	DUNWICH
Segment/Parcel	20182/36

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy)	20/05/2016
DCDB	19/05/2016
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.	
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File B	
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**SmartMap**

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



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## SLAM LARIE - Intersection Report

### LAYER INTERSECTION SUMMARY

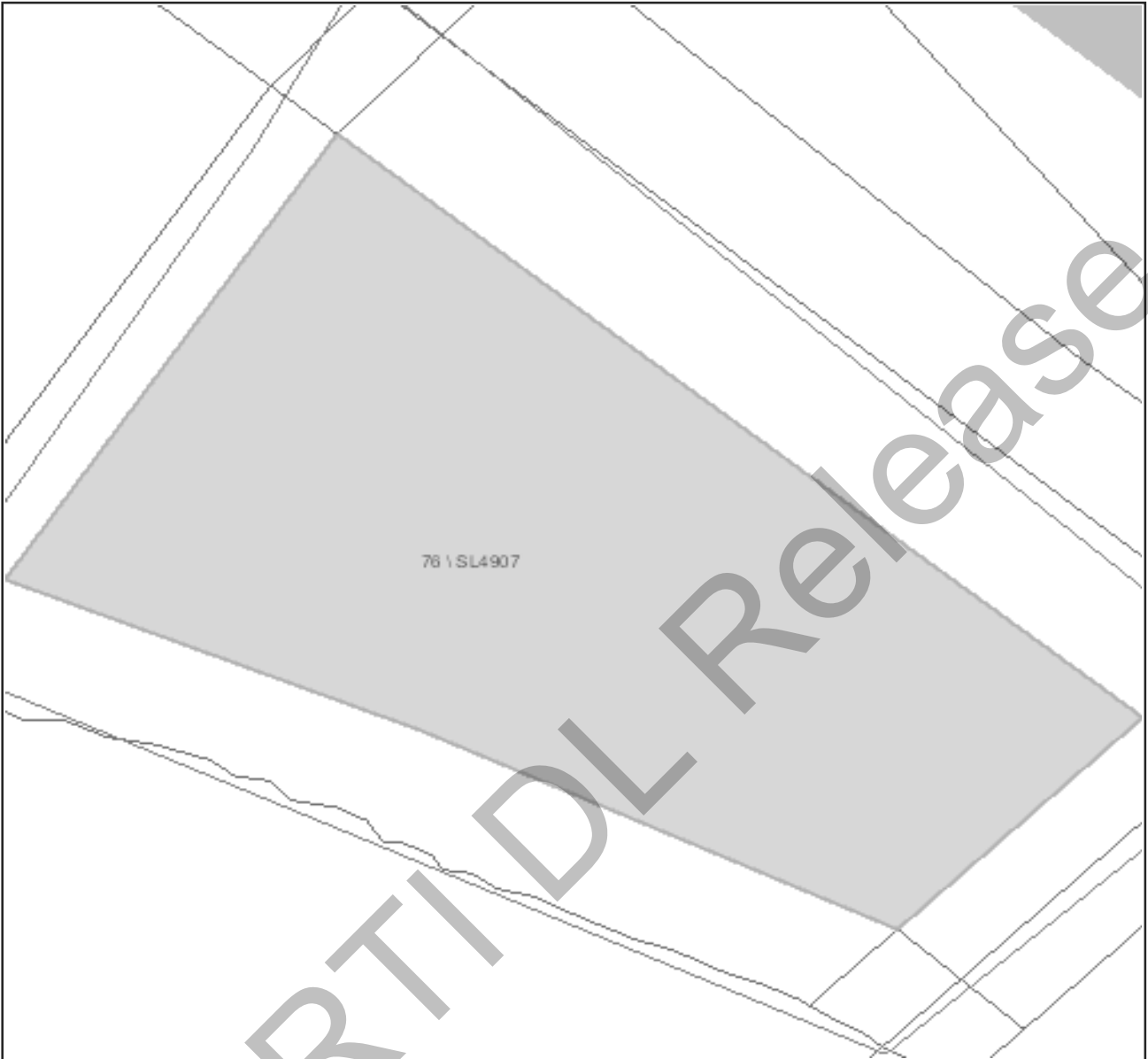
LotPlans found  
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
<b>Built Environment</b>	Roads (All)	No	
	QLD Railways	No	
<b>Coastal</b>	Coastal S86 Permit Areas	No	
	Coastal S86 Permit Lines	No	
	Coastal Protection Building Lines	No	
	Coastal Protection Management Dist	Yes	
	Coastal Protection Coastal Zone	Yes	
	Coastal Protection Hazzard 40M on HAT	Yes	
	Coastal Protection Hazzard Calc Dist	No	
	Coastal Protection Hazzard All	Yes	
	Coastal Protection Hazzard Med Storm Tide	Yes	
	QLD Interim Coastline Area	Yes	
	QLD Interim Coastline Line	No	
	Coastal Protection Hazzard High Storm Tide	No	
	<b>Environmental Areas</b>	World Heritage Areas	No
Nature Refuge Areas		No	
QLD Protected Area Estate Type		No	
<b>Fish Habitat Areas</b>	Fish Habitat Areas	No	
<b>Forest Products</b>	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	

<b>Forest Products</b>	Plantation Licence Area	No	
<b>Heritage Register</b>	Heritage Places	No	
<b>Koala</b>	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
<b>Mining</b>	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
<b>National trail</b>	National trail	No	
<b>Planning Scheme Zoning</b>	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
	State-Wide Planning Scheme (SPA)	Yes	
<b>Regional Planning</b>	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
<b>Stock Routes</b>	Stockroute	No	
<b>ULDA</b>	Declared Urban Land Development Areas (ULDA)	No	
<b>Vegetation</b>	High Value Regrowth	No	
	Essential Habitat	No	
<b>Water</b>	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Springs	No	
	Dams and Lakes 100k	No	
	Dams and weirs	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
<b>Wetlands</b>	Wetlands - Directory of Important Wetlands	Yes	

-27.502



-27.503

153.405

153.406

### SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastral Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



#### NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

**Disclaimer:**

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

©The State of Queensland (Department of Natural Resources and Mines)

INTERNAL CURRENT STATE TENURE SEARCH  
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 20/05/2016 13:25

Title Reference: 40043954  
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907  
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:  
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

INTERNAL CURRENT STATE TENURE SEARCH  
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 20/05/2016 13:25

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
  - (2) This lease may be forfeited if not used for the purpose stated above.
  - (3) The annual rent must be paid in accordance with the Land Act 1994.
  - (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
  - (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
  - (6) The lessee must control pest plants and animals, on the leased land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the Redland Shire Council.
  - (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.
  - (8) The lessee indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (Claim) arising out of or in any way connected to or resulting from the State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
  - (9) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Redland Shire Council, binding on the lessee.
  - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

INTERNAL CURRENT STATE TENURE SEARCH  
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 20/05/2016 13:25

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 above, the Minister administering the Land Act 1994, can remove the improvements and rehabilitate the area and is hereby authorised to do whatever is necessary to effect the said removal and rehabilitation. The said Minister may recover from the lessee the total cost incurred in the said removal and rehabilitation.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

INTERNAL CURRENT STATE TENURE SEARCH  
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 20/05/2016 13:25

Title Reference: 40043954  
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act(1994) or section 281 Land Act(1994)

Queensland Government  
Department of Natural Resources & Mines

ABN: 59 020 847 551

RECEIPT

Received from: s.73  
ABN/Address: 2016/002821

No.: 2271818

Description	Qty	Unit Val	Extended	Discount	Ext Value	GST	Total Price
APPLICATION CONSENT TO TRANSFER-LA04	1	126.30	126.30	0.00	126.30		126.30

Date: 20/05/16	Time: 13:32	DVISA	126.30	Tot Value:	126.30
Brch: nrmtown	SPer: agd			GST:	0.00
CYC: 32150	Reg: 36	Tendered	126.30	Tot Price:	126.30
				Tendered:	126.30
				Change:	0.00

Cheques or other negotiable instruments accepted subject to clearance.



20 May 2016

Department of Natural Resources and Mines  
PO Box 5318  
TOWNSVILLE QLD 4810

**Transfer of Term Lease 221125 on 40043954 (Lease) – Ballow Road, Dunwich (Barracks)**

Stradbroke Rutile Pty Ltd, a wholly owned subsidiary of Sibelco Australia Limited, is the holder of the above Lease at the Barracks.

Please find enclosed:

1. Application Form Contact and Land Details Part A;
2. Application for Consent to Transfer Part B annexing:
  - Certificate of Registration of a Company (RQYS Nominees Pty Limited);
  - Statutory Declaration by Ian Threlfall dated 11 April 2016; and
  - Certified copy of Trust Deed for the Deanbilla Trust Deed;
3. DNRM Invoice 03414329 for \$13,942.39 and email confirmation from DNRM for receipt of payment 2254751; and
4. Credit Card Authorisation Form for payment of the prescribed fee of \$ 126.30.

In addition, please find enclosed:

5. Letter from the Royal Queensland Yacht Squadron dated 20 May 2016; and
6. Letter from the The Hon Dr Anthony Lynham MP dated 11 March 2016.

Kind Regards

( s.73

Legal – Special Counsel

Email [\\_\\_\\_\\_\\_@sibelco.com.au](mailto:_____@sibelco.com.au)  
Direct: 02 9458 2926

Enc.

Sibelco Australia Limited  
North Sydney office: Level 16, 111 Pacific Highway, North Sydney NSW 2060  
Locked Bag 969, North Sydney NSW 2059 Australia  
[www.sibelco.com.au](http://www.sibelco.com.au)

ABN. 20 000 971 844  
Tel. +61 2 9458 2929  
Fax. +61 2 9458 2900

Application form  
Contact and Land Details  
Part A

### Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. **Payment of the prescribed application fee, if relevant. A refund of application fees will not be given.** (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

### Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

All completed applications can be lodged with DNRM by sending information to the following email or postal addresses or in person at your local DNRM business centre.

**Email:**

[SLAMlodgement@dnrm.qld.gov.au](mailto:SLAMlodgement@dnrm.qld.gov.au)

If lodging an application via email the application form must be signed and details of payment method included in the email along with all relevant supporting documentation.

**Post:**

Department of Natural Resources and Mines  
PO Box 5318  
TOWNSVILLE QLD 4810

In terms of the *Right to Information Act 2009* interested parties may seek access to DNRM records and view relevant documents.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.



**Applicant(s) Details and Mailing Address**

If the applicant is a Corporation, either the Australian Company number, Australian Registered Body number or the Australian Business number must be shown.

**Full Name(s)**

Title	First name	Surname

**Company name(s)**

Stradbroke Rutile Pty Ltd

If a Corporation then record  ACN  ARBN  ABN

**Postal Address**

PO Box 74  
Rosewater East SA 5013

**Phone number**

(08) 8240 8244 **Mobile phone**

**Email**

tenements@sibelco.com.au

**Fax**

(08) 8341 1010

Future correspondence should be sent to  Lodger  Applicant

**Details of land for which the application is being lodged**

1. Select the type of land for which the application is being lodged.

- Permit  Lease
- Licence  Unallocated State Land (USL) **go to 2**
- Trust Land Reserve/Deed of Grant in Trust (DOGIT)  Road
- Other

2. Enter the description of the land for which the application is being lodged. If this application concerns a road, enter the description of the land adjoining the road.

Schedule 1		
You must enter either the Lot or Plan or Title Reference of the land for which the application is being lodged.		
Lot	Plan	Title Reference
76	SL4907	40043954

The details of the land can be found on a current copy of the Title or on your rates notice. If insufficient space, please add additional description as an attachment.

go to 3

3. Enter additional details of the land

Dealing number

Tenure type

Term Lease

Tenure number

TL0/221125

Local Government

Redland City Council

Other details of land location (optional)

go to 4

4. Have you participated in a pre-lodgement meeting with the department?

Yes

go to 5

No

5. Provide details of pre-lodgement meeting. (optional)  
(If there is insufficient space, please lodge as an attachment)


Departmental Officers contact details and any reference number should be included if known.

**THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.**



# DEPARTMENT OF NATURAL RESOURCES AND MINES

## Application for Consent to Transfer

### Part B

#### Application form requirements

1. This application is for Consent to Transfer a lease or licence.
2. Read the *Consent to Transfer Fact Sheet* which includes application restrictions.
3. Payment of the prescribed Application fee, if relevant.
4. Any additional information to support application.
5. **Part A: Contact and details of land** will need to be completed and submitted with your application.
6. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

#### Important information

Incomplete or incorrectly completed application forms will be returned to the applicant for completion.

Should Consent to Transfer be provided the requirements of the Registrar of Titles must be fully complied with regarding lodgement and registration of documentation for registration. All enquiries as to whether a document is correct for the purpose of registration should be referred to the Registrar of Titles.

Section 142 of the *Land Act 1994* states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or older.

Refer to Department of Natural Resources and Mines (DNRM) Policy Registration & Dealings-Dealings Affecting the Land - Transfer of Leases at [www.nrm.qld.gov.au](http://www.nrm.qld.gov.au).

If a lease or sublease is to be held on trust, the trust must be registered (disclosed on title) and a certified copy of the trust (or details of the trust) must be lodged with the transfer.

All outstanding rental and instalments must be paid, before submitting an application for consent to transfer. If these have not been paid then a condition of the transfer will require payment before the lodgement of transfer.

If the application is being made by the transferee or their legal representatives, the Application must also be signed by the transferor or their legal representative.

#### Information for mortgagees/receivers

If the application is to transfer a lease and is made by:

- a mortgagee in possession; or
- a mortgagee exercising a power of sale

the requirements of section 346 of the *Land Act 1994* must be satisfied.

A mortgagee must notify the Minister within 28 days of entering into possession of a mortgaged lease (section 345 of the *Land Act 1994*). If the lease is being transferred by a mortgagee exercising a power of sale then early contact with the Department is recommended.

The lease must not be offered for sale by public auction or a contract of sale entered into until at least 28 days after the mortgagee has published a notice, in a newspaper circulating generally in the locality of the lease that the lease is for sale (section 346 of the *Land Act 1994*). The Department is able to provide example/s of a notice and contact details for newspapers.

A mortgagee must first offer the lease for sale by public auction (unless the Minister has given written approval to sell the lease by private contract).

A mortgagee (receiver) may also have obligations under part 7 of the *Property Law Act 1974*.



Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

1. Enter the full name/s of each transferor (Current Lessee/Licensee) as it appears on the title in the Queensland Land Register

Proposed Transferor		
Full Name/s	Share held	Share being transferred
Stradbroke Rutile Pty Ltd	100%	100%

The person selling the lease (the vendor or current lessee/licensee) is the transferor.

Share being transferred

go to 2

2. Enter the full name/s of proposed transferees (Purchaser) and shares in which the property is to be held. Section 142 of the *Land Act 1994* states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or older.

Proposed Transferee	
Full Name/s	Share held
RAYS NOMINEES PTY LTD ACN 130 846 523	100%
IQS TRUSTEE for the Deanbilla Trust	

Tenancy Details

If a corporation then record  ACN  ARBN  ABN 130 846 523

Transferee's mailing address

Ct Royal Queensland Yacht Squadron
P.O. Box 5021
MARLY QLD 4179

Phone number 07 3296 6666 Mobile phone s.73

Email gm@rays.com.au

go to 3

The person buying the lease (the purchaser or prospective lessee/licensee) is the transferee. If two or more transferees state tenancy, e.g. joint tenants or tenants in common. If tenants in common specify shares or interest.

For example –

- John Anthony Smith and Patricia Mary Smith - Tenancy would be Joint Tenants
- Terence James Brown ½ share and Maureen Frances Brown ½ share – Tenancy would be Tenants in Common
- Dell Company Pty Ltd ACN 445 667 221, if the transferee is a Corporation, either the Australian Company Number, Australian Registered Body Number or the Australian Business Number must be shown. Tenancy would not be required.



Tenancy details could include – Tenants in Common, Tenants in Common in equal shares, Joint Tenants and Trustee. The transferee's mailing address is required for service of notices after possession is required to enable rent, rate and valuation notices to be forwarded to the transferee.

3. Enter details of the leases or licences proposed to be transferred

Schedule 2 Schedule of Leases/Licences Proposed to be Transferred	
Lease Type & No. and/or Licence No.	Title Reference
Term Lease 221125	40043954

go to 4

The details of the land can be found on a current copy of the Title or on your rates notice.

If insufficient space, please add additional description as an attachment.

4. What is the date of settlement for the transfer of the leases or licences proposed to be transferred?

IMMEDIATELY UPON THE  
DEPARTMENT'S CONSENT  
TO TRANSFER

go to 5

Please allow ten business days from the time your application is properly made before settlement.

5. Is the application made by the Transferor or their legal representative?

Yes

go to 6

No

go to 6

If NO, the application must be accompanied by the written authority of the Transferor to the making of this application.

6. Is the application made by a Mortgagee/Receiver?

Yes

go to 7

No

go to 7

If YES, the following will need to be attached to this application –

- if the mortgagee has entered into possession, copy of notification to the Minister in accordance with section 345;
- copy of mortgage and mortgage terms (if applicable);
- copy of deed of appointment of receiver/manager (if applicable);
- if proposed sale is by a receiver and the current lessee/licencee is not a corporation, a statement identifying the specific clause(s) of the mortgage and/or deed of appointment authorising a power of sale on the receiver;
- confirmation that the requirements of part 7 of the *Property Law Act 1974* have been met (if applicable);
- copy of newspaper notice (please provide the full page of the newspaper, showing the newspaper name and date) in accordance with section 346 (if applicable); and
- if the Minister's written approval is sought for sale by private contract, supporting evidence for the benefit of private sale in this particular instance (if applicable).

7. Is there a registered covenant tying another parcel to any lease or licence nominated in Schedule 2?

Yes

go to 8

No

go to 9





8. Is the tied parcel a lease or licence?  Yes go to 9  No go to Schedule 3

If YES, the tied parcel must be included in Schedule 2

A prerequisite to the registration of the proposed transfer will be registration of a transfer of the land tied by this covenant.

Schedule 2		
Lot	Plan	Title Reference

go to 9

9. Is there a Permit to Occupy used in conjunction with any lease or licence nominated in Schedule 2?  Yes go to Schedule 4  No go to 10

The transferor will be required to surrender the Permit to Occupy nominated in Schedule 4 as a condition of approval to this application. Unless otherwise advised all improvements on the permit area owned by the permittee must be removed from the permit area prior to surrender of the permit.

Schedule 4	
Permit to Occupy Number	Title Reference

go to 10

10. Is any lease in Schedule 2 within an industrial estate managed by the Economic Development Queensland, Department of State Development, Infrastructure and Planning?  Yes go to 11  No go to 11

If YES, Provide the views of the Economic Development Queensland, Department of State Development, Infrastructure and Planning Industrial Estates that fall under the responsibility of the Property Services Group of the Office of the Department of State Development. Infrastructure and Planning may also be known as DBIRD or Department of State Development (DSD) Industrial Estates. For additional information refer to the website for the Department of State Development, Infrastructure and Planning, Industrial Land Planning <<http://www.dsdp.qld.gov.au/land-for-industry/property-services-group.html>>

11. Is any lease in Schedule 2 subject to a condition requiring a Performance Guarantee Bond (PGB) or Deed of Indemnity (DOI)?  Yes go to 12  No go to 12

If YES The transferor's PGB or DOI will not be released until a replacement PGB or DOI from the transferee has been provided to the Department

Performance Guarantee Bond - A condition of lease may require the lessee to produce security, usually in the form of a bank guarantee, which is held by the State until certain development requirements of the lease have been fulfilled to the satisfaction of the Minister.

12. Is there currently any outstanding rental or instalment to be paid on any lease or licence in Schedule 2?  Yes go to 13  No go to 13

If YES, A condition of transfer will require that at the date of lodgement of the required documentation for registration and all rent owing to the state must be paid



13. Has the transferor any other current applications with the Department relating to any lease or licence in Schedule 2?  Yes go to 14  No go to 15

14. Provide details of the applications with the Department relating to any lease or licence in Schedule 2.


go to 15

15. Provide details of the current use of land e.g. grazing

Residential purposes - single person's quarters

go to 16

16. Is a lease in Schedule 2 a  Yes go to 17  No go to 17

- Term Lease for pastoral purposes; or
- Perpetual Lease for grazing or agricultural purposes; or
- Grazing Homestead Perpetual Lease; or
- Grazing Homestead Freeholding Lease

If YES, A copy of the contract of sale must be provided with this application

17. Is the lease or licence nominated in Schedule 2 to be held by an Association or Incorporated body?  Yes go to 18  No go to 18

In the event that this application is approved, a certified copy of the Certificate of Incorporation will be required to be lodged with the transfer documentation

Foreign corporations not registered as such in Australia must establish the jurisdiction of their incorporation by production of suitable evidence from the jurisdiction, e.g office copy of certificate of incorporation together with a qualified translation (if required)

18. Provide details of any additional information to support the application.

Please see attachments - CERTIFICATE OF INCORPORATION

go to 19



## Attachments

The following will need to be lodged with your application for it to be considered a properly made application. If all this information is not submitted, your application will be returned.

19. Tick the box to confirm the attachments for part of the application.

- Part A, Contact and Details of Land will need to be completed
- Application Fee
- Views of the Economic Development Queensland Department of State Development, Infrastructure and Planning for an industrial estate administered by that Department, if applicable
- Copy of the Contract of Sale, if applicable
- Copy of notification to the Minister in accordance with section 345, if applicable
- Copy of mortgage and mortgage terms, if applicable
- Copy of deed of appointment of receiver/manager, if applicable
- Statement identifying clauses authorising power of sale on receiver, if applicable
- Confirmation that the requirements of part 7 of the *Property Law Act 1974* have been met, if applicable
- Copy of newspaper notice (please provide the full page of the newspaper, showing the newspaper name and date in accordance with section 346, if applicable)
- Supporting evidence for the benefit of private sale in this particular instance, if applicable
- Certified copy of the Certificate of Incorporation, if applicable
- Certified copy of the Trust Document, (required if transferees will be as trustee)

It is recommended that any attached plans, sketches or maps be of A4 or A3-size. Your application will not be considered as having been properly made, unless all parts of this application form are completed accurately. In this instance your application may be returned to you for completion.



**Declaration**

I certify that I have read the information which forms part of this application and the information I have provided is true and accurate.

**Signature of applicant (or their legal representative)**

s.73	
SHAWN KEI	DERICK KORTE
GENERAL MGR	DIRECTOR/SECRETARY
R.O. 4.5,	STRADBROKE RUTLE
	PLC

Date: 01 April 2016

If applicant, section 142 of the Land Act 1994 states a person is eligible to apply for, buy or hold land under the Land Act 1994 if the person is an adult, that is, 18 years of age or over

If the legal representative of the applicant is signing as the applicant then the legal representative's full name must be printed immediately below the signature.

I/We the transferor authorise the Department to provide to transferee or their legal representative details of the current rental position or instalments remaining for the Leases/Licences nominated in Schedule 1.

**Signature of applicant (or their legal representative)**

	DERICK KORTE
	DIRECTOR / COMPANY SECRETARY
	STRADBROKE RUTLE PTY LD

DAF RTI DRAFT Release



DIBBS ABBOTT STILLMAN  
GPO BOX 67  
BRISBANE QLD 4001

Remove this top section if desired before framing



## Certificate of Registration of a Company

This is to certify that

**RQYS NOMINEES PTY LTD**

**Australian Company Number 130 840 523**

is a registered company under the Corporations Act 2001 and  
is taken to be registered in Queensland.

The company is limited by shares.

The company is a proprietary company.

The day of commencement of registration is  
the twenty-ninth day of April 2008.

This is to certify that this is a true copy  
of the original / copy / download which I  
have sighted.

Date 6/4/2016

Signed s.73

Name SHANN KET



Issued by the  
Australian Securities and Investments Commission  
on this twenty-ninth day of April, 2008.

Anthony Michael D'Aloisio  
Chairman

# Statutory Declaration

QUEENSLAND  
TO WIT

I, Ian Threlfall, as Commodore of RQYS

of 578 Royal Esplanade Manly Q 4179

In the State of Queensland

do solemnly and sincerely declare that

In relation to the lease transfer of Lot 76 on SL4907 from Stradbroke Rutile Pty Ltd (Sibelco) to RQYS Nominees Pty Ltd (The Royal Queensland Yacht Squadron), that RQYS is aware of:

1. the condition of the land;
2. the level of compliance with the conditions of the lease; and
3. the rent payable under the lease and when it is payable

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1867.

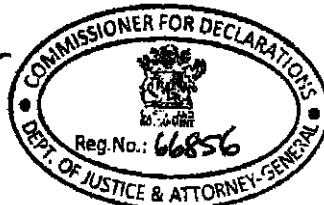
s.73

Signature of declarant/deponent

Taken and declared before me at **Manly Queensland**

this 11th day of April, 2016

SHAWN KET



A Justice of the  
Peace/Commissioner for  
Declarations.

# RQYS Deanbilla Bay Trust Deed of Settlement

BETWEEN

Samuel Dugald Henderson  
Settlor

AND

RQYS Nominees Pty Ltd  
Trustee

*I certify this to be a true copy of the  
original document pages 1 - 23  
which I have sighted.*

*C*

s.73



*C. dee.*

**Deed of Settlement**

---

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## Deed of Settlement

<b>Date</b>	4th April 2016
<b>Parties</b>	Samuel Dugald Henderson (Settlor) RQYS Nominees Pty Ltd 130 840 523 (Trustee)
<b>Background</b>	A. The Settlor wishes to create a settlement or trust to provide benefits for The Royal Queensland Yacht Squadron Limited ACN 053 989 272 and other Permitted Additional Beneficiaries described in this Deed. B. The Trustee has agreed to act as the Trustee of the Trust. C. The terms upon which the Trust is set up are as set out in this Deed.

## Operative Provisions

### 1. Definitions and Interpretations

1.1 In this Deed, except so far as a contrary intention appears the following terms and words have the following meanings:

**Appointor** means the person named in Item 1 in Schedule 1;

**Beneficiary** means The Royal Queensland Yacht Squadron Limited ACN 053 989 272 and each Permitted Additional Beneficiaries described in this Deed;

**Capital** means all of the Fund which is not income;

**Category** in relation to income or capital of the Fund means that part or those parts of the income or capital which the Trustee has separately identified, characterized and recorded in the books of account of the Trust so that it may be separately distributed or dealt with (see clause 5);

**Corporations Act** means the *Corporations Act 2001* (Cwth);

**Deed or this Deed** means this Deed including all amendments to it in force from time to time;

**Default Beneficiary** means the person or persons named or described as the Default Beneficiary in Item 2 of Schedule 1;

**distribute or distribution** in relation to the income of the Fund or capital of the Fund includes the payment of that income or capital to a beneficiary as a distribution of money or a transfer of

## Deed of Settlement

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other property to a beneficiary, the application of income or capital for the benefit of a beneficiary and the crediting of the amount to a beneficiary in the books of the Fund and any other transaction which results in the Trustee making a distribution to a beneficiary under the *Tax Act*;

**Financial year** means the period from the date of this Deed to midnight 30 April next, after that means each period of 12 months ending at midnight on 30 April, and if the Termination Date is not 30 April in any year the last financial year shall be the period commencing on 1 May prior to the Termination Date and ending on the Termination Date but the Trustee with the consent of the General Committee of The Royal Queensland Yacht Squadron Limited may determine that the financial year for this Trust should be a period of 12 months ending on a date other than 30 April;

**GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*;

**Income of the Fund** means the net income of the Fund as defined in Section 96 of the 1936 *Tax Act* and if those provisions are replaced means the net income of the Fund worked out under the provisions of the *Tax Act* which replace Division 6 of Part 111 of the 1936 Act BUT the Trustee, in its discretion, may before the Distribution Time for a financial year decide that the income of the Fund for that financial year is to be calculated in some other way and if it does so, the income and net income of the Fund for that year is to be calculated in accordance with the alternative method of calculation chosen by the Trustee and the Trustee must make a written record of the decision to alter the method of calculating the income of the Fund;

**Income tax** includes any tax dealt with in the 1936 *Tax Act* or the 1997 *Tax Act*;

**Permitted Additional Beneficiaries** means any of the following which are chosen by the Trustee with the approval and consent of the General Committee of The Royal Queensland Yacht Squadron Limited to be a Permitted Additional Beneficiary;

(a) a society association or club established for the encouragement of yachting or other water sports;

(b) the Australian Sports Foundation;

**person** includes a company, legal entity or body of persons;

**Tax** includes any income tax, capital gains tax, fringe benefits tax, GST; value added tax, provisional tax, additional tax, penalty tax, stamp duty, fine for late payment, tax on deposit or withdrawal of the Fund from any account or other tax or imposition payable to any government or government instrumentality;

**The Tax Act** means the *Income Tax Assessment Act 1997* (as amended) (*1997 Tax Act*) or the *Income Tax Assessment Act 1936* (*1936 Tax Act*) as required;

**Termination Date** means the date on which the Trust must be wound up set out in Item 3 in Schedule 1;

**The Trust or this Trust** means the settlement created by this Deed;

**Trustee** means RQYS Nominees Pty Ltd ACN 130 840 523 and any other person who becomes the

## Deed of Settlement

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trustee of the Fund or one of the trustees of the Fund;

**Trust Fund or the Fund** means;

(a) the money paid by the Settlor to the Trustee to set up this Trust (see clause 2); and

(b) all other money and property which any person may give or transfer to be held on the trusts set out in this Deed; and

(c) all other money or property which becomes subject to the trusts set out in this Deed including income;

**Unallocated Capital** means capital of the Fund which has not been distributed by the Trustee to a beneficiary and does not belong to the beneficiary.

1.2 Unless the contrary is expressly indicated:

(a) Words and phrases which are defined in the *Tax Act* have the same meaning in this Deed.

(b) Words importing the singular include the plural and the plural singular.

(c) Words importing one gender include all other genders.

(d) References to laws, codes, statutes and regulations include all variations and amendments to those laws and any law, code, statute or regulation passed or brought into operation in substitution for them.

(e) Headings are not to be taken into account in interpreting this Deed.

(f) The Trust is to be governed by, and this Deed is to be constructed in accordance with, the laws of Queensland.

(g) The perpetuity period applicable to dispositions under this Deed is a period of 80 years.

## 2. Establishment of the Trust

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(a) The Trustee acknowledges having received from the Settlor the sum of \$10.00.

(b) The Trustee agrees to hold that sum on trusts set out in and subject to the terms of this Deed on and from the date of this Deed,

(c) The Trust created by this Deed is to be known as the RQYS Deanbilla Bay Trust.

## 3. Income of Trust Fund

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3.1 Until the Termination Date, the Trustee may in its discretion:

(a) retain or accumulate all or part of the income of the Fund for a financial year or any category of income for a year and add it to the capital of the Fund but any decision by the Trustee to accumulate any income of a financial year must be made before the last day of the financial year;

## Deed of Settlement

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or

(b) distribute to any Permitted Additional Beneficiaries all or any part of the income of the Fund for a financial year.

- 3.2 Subject to any accumulation or distribution under clause 3.1 all of the income of a financial year belongs to and is to be held by the Trustee upon trust for The Royal Queensland Yacht Squadron Limited absolutely.

## 4. Capital of the Trust

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### 4.1 Distribution of Capital before the Termination Date

Before the Termination Date for the Fund the Trustee may distribute any part of the Unallocated Capital of the Fund to any one or more of the beneficiaries.

### 4.2 Distribution of Capital of the Fund on the Termination Date

On the Termination Date for the Fund the Unallocated Capital of the Fund belongs to those beneficiaries who are chosen by the Trustee as the beneficiaries who are to be entitled to the Unallocated Capital of the Fund on the Termination Date.

### 4.3 Distribution of Undistributed Capital

On the Termination Date for this Fund any part of the Unallocated Capital of the Fund which does not belong to a beneficiary as a result of an effective selection and distribution by the Trustee under the earlier provisions of this clause (undistributed capital), is to be held upon trust for the Default Beneficiaries absolutely and if there is more than one in equal shares and if there are no Default Beneficiaries are then in existence the undistributed capital is to be held upon trust for charitable purposes.

## 5. Provisions relating to the Income and Capital of the Fund

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### 5.1 Operation of this clause

The provisions of this clause apply during any period in which one or more Permitted Additional Beneficiaries have been appointed under the power set out in clause 1.1.

### 5.2 Choice of Beneficiary to Receive Income or Capital

The Trustee:

- (a) has complete and unrestricted discretion in choosing the beneficiaries who are to receive income and in choosing the beneficiaries who are to receive capital;
- (b) may distribute the income or capital to some or all of the beneficiaries to the exclusion of the other beneficiaries;
- (c) may distribute the income or capital to the beneficiaries in whatever shares or proportions that the Trustee in its unrestricted discretion decides; or
- (d) may distribute a category of income to one or more of the beneficiaries whom the Trustee

## Deed of Settlement

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select to receive that category of income and may distribute different categories of income to different beneficiaries.

(e) may distribute a category of capital to one or more of the beneficiaries whom the Trustee select to receive that category of capital and may distribute different categories of capital to different beneficiaries; and

(f) has complete and unrestricted discretion in choosing the time or times when it will distribute Unallocated Capital to the beneficiaries before the Termination Date for the Fund.

### 5.3 Allocation by Resolution or Determination by Trustees before the Termination Date

(a) The Trustee may exercise its powers to distribute the income or capital of the Fund before the Termination Date, by signing a written determination, (or if the Trustee is a corporation by its directors passing a resolution) setting out details of the beneficiary or beneficiaries chosen to receive the income or capital described in the determination or resolution and the amount of that income or capital or proportion of that income or capital to which those beneficiaries are entitled.

(b) A determination or resolution relating to the distribution of income or capital may specify a category of income or a category of capital and the amount or proportion of income or capital of that category which is to be distributed to a particular beneficiary, and may distribute the income or capital of the Fund by reference to a specific sum or a percentage or proportion of the income or capital or of any category of income or capital.

(c) At the time that the Trustee signs a determination or passes a resolution under this clause the Trustee is to be treated as having set aside the income or capital distributed to the beneficiary by the determination or resolution in a separate account for the beneficiary in the books of the Fund and any capital covered by the determination or resolution will cease to be part of the Unallocated Capital of the Fund.

### 5.4 Determination of Beneficiaries to Receive the Unallocated Capital of the Fund on the Termination Date

The Trustee may select the beneficiaries who are entitled to the Unallocated Capital of the Fund on the Termination Date for the Fund by setting out the name(s) or description(s) of that beneficiary or those beneficiaries chosen by the Trustee and the amount or proportion of their entitlement to the Unallocated Capital of the Fund on the Termination Date under any of the following:

(a) Irrevocable Determination made before the Termination Date – a document signed by the Trustee before the Termination Date for the Fund which is stated to be irrevocable or which by its terms has become irrevocable OR where the Trustee is a corporation in a resolution of the directors of the Trustee which is stated to be irrevocable passed or set out in a document signed by all of the directors of the Trustee before the Termination Date; or

(b) Determination made on the Termination Date – a document signed by the Trustee on the Termination Date OR where the Trustee is a corporation in a resolution of the directors of the Trustee which is passed on the Termination Date or which is set out in a document signed on that date by all of the directors in office at that date.

## Deed of Settlement

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5.5 When the Trustee makes an irrevocable determination under clause 5.4(a) or a determination made by them becomes irrevocable the capital of the Fund which is described in or covered by that determination belongs to the beneficiary or beneficiaries named or described in that or those determinations and he she or they has or have an intermediate vested indefeasible interest in that capital. Where that capital continues to be held by the Trustee it will, from the date of determination, be held on a separate trust for the beneficiary or beneficiaries named or described in the determination in the amounts or proportions set out in the determination and those amounts will cease to be Unallocated Capital of the Fund.

### 5.6 Tax

The trustee may pay any income tax or other tax payable on any income which is accumulated out of the amount which is accumulated or out of the capital of the Fund.

Where the Trustee is required to pay any tax on any amount which has been distributed to a beneficiary or on any other amount to which a beneficiary is entitled out of the Fund or on money held by the Trustee on trust for the beneficiary under any provision of this Deed, the Trustee may pay that tax out of income or any other amount to which the beneficiary is entitled or may deduct it out of money which is then or at a later time is held by the Trustee for that beneficiary.

### 5.7 Categories of Income and Capital

The Trustee may separately record in the books of account and records of the Fund, income or capital having, or to which there is attached, individual or unique characteristics and income or capital from particular investments or particular sources or income or capital which the Trustee decides in its discretion to treat as a separate category of income or capital including (but not limited to) any of the following categories of income received into the Fund:

(a) dividends or other distributions which under the *Tax Act*:

(i) are franked;

(ii) are unfranked;

(iii) to which a foreign tax credit attaches; or

(iv) to which any other separately identifiable taxation consequences or benefit is attached or arises.

(b) other income or receipts which under the *Tax Act*:

(i) has an Australian source;

(ii) has an ex-Australian source;

(iii) has a foreign tax or other credit attached;

(iv) is exempt or otherwise liable not to be taxed;

(v) is a net capital gain; or

(vi) has or gives rise to any other separately identifiable taxation consequences or benefit.

## Deed of Settlement

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Expenses and outgoing of the Trust Fund may at the discretion of the Trustee be allocated against and deducted from income or capital of the Fund or of any one or more categories in any way which the Trustee thinks appropriate.

### 5.8 Distribution of Specific Assets of the Fund

Whenever the Trustee is making a distribution from the Fund to a beneficiary, the Trustee, instead of selling an asset in the Fund and distributing the money received from the sale, may make the distribution by transferring directly to a beneficiary one or more of the assets in the Fund. For these purposes the Trustee may fix the value of any property forming part of the Fund. Every appropriation and valuation made by the Trustee will be binding on all persons who may at any time be entitled to any interest in the Fund.

## 6. Appointment and removal of Trustee

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### 6.1 The Appointor

The power to appoint a new Trustee in the place of an existing Trustee or in addition to and jointly with an existing Trustee and the power to remove a Trustee and all of the other powers given to the Appointor elsewhere in this Deed are vested in the Appointor. If no Appointor is in existence or willing to act as Appointor of this Trust or if the Appointor is subject to any legal disability which prevents it from exercising the powers of the Appointor or for any other reason no other person has the power to remove a Trustee or to appoint a new Trustee the Trustee for the time being of the Trust has all of the powers of the Appointor.

### 6.2 Vesting of property in a new Trustee

When a substitute Trustee or an additional Trustee is appointed the Trust Fund will vest in the new Trustee or jointly in the persons who following that appointment are the Trustee under this clause without the need for any vesting order or any other document.

### 6.3 Settlor

The Settlor cannot be appointed as a Trustee or an additional Trustee.

### 6.4 Method of appointment of a Trustee

The power to appoint a new Trustee may be exercised by the Appointor executing a Deed or signing a document recording the appointment or the removal and appointment. Nothing in this Deed is to be taken as limiting the right to appoint any person anywhere as the Trustee or one of the Trustees of this Trust.

### 6.5 Trustee may resign

Where the person who may exercise the powers of the Appointor is not the Trustee the Trustee may resign or retire from the office of Trustee of the Trust as long as it gives at least one month notice of its intention to resign to the Appointor. Where the Trustee is the person entitled to exercise the powers of the Appointor the Trustee may not resign without appointing a new Trustee.

## Deed of Settlement

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### 6.6 Books

Upon the resignation, retirement or removal of a Trustee, all books, documents and other records (however compiled and sorted) relating to the Trust must be delivered by the former Trustee to the new Trustee.

## 7. Provisions relating to the Trustee

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### 7.1 Remuneration

The Trustee, with the written consent of the Appointor may pay itself remuneration for its services as a trustee of the Trust out of the income or capital of the Fund. Remuneration may be paid as a periodical fee, salary, commission or in any other way.

### 7.2 Payment of expenses of the Trust

The Trustee may pay all costs, charges and expenses of administering the Fund and any tax payable by the Trustee in respect of the Fund or any transaction relating to the Fund out of the capital or income as the Trustee thinks fit. Any Trustee who is an accountant, solicitor or other person engaged in any profession may charge for business transacted, or time expended, or actions of the Trustee or any employee or partner of the Trustee, in connection with the Trust in addition to any entitlement under clause 7.1.

### 7.3 Limitation of liability

The Trustee will not be liable for any loss other than a loss attributable to:

- (a) dishonesty of the Trustee; or
- (b) the willful commission of an act known by the Trustee to be a breach of trust.

### 7.4 Indemnity

As long as the Trustee has acted in good faith:

- (a) the Trustee is entitled to be indemnified out of the Trust Fund for all debts, damages, obligations or other liabilities incurred arising or awarded by or against the Trustee as the direct or indirect result of the Trustee exercising any power, duty, discretion or authority given to the Trustee under this Deed and in respect of all actions, claims demands and cost of any kind relating to, or concerning the Trust Fund (trust liabilities);
- (b) the Trustee has a right of exoneration or reimbursement from the Trust Fund for trust liabilities and all money spent by it and debts and other obligations incurred in or about the administration of the Trust; and;
- (c) the Trustee may apply any money or property of the Trust Fund as it may decide is appropriate directly in payment of any trust liabilities or in satisfying the rights of exoneration, reimbursement or indemnity to which it may be entitled under this Deed or by law.

### 7.5 Exercise of powers and discretions

- (a) Where the Trustee is a company it may exercise or concur in exercising any discretion or



## Deed of Settlement

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power conferred by this Deed:

(i) by a resolution of its members; or

(ii) by a resolution of its board of directors or governing body, or

(iii) it may delegate the right and power to exercise or concur in exercising any of those discretions or powers to one or more of its board of directors or governing body appointed unanimously from time to time by the board of directors or governing body for that purpose and may by a majority resolution of its directors terminate that delegated authority.

(b) All powers and discretions conferred on the Trustee by this Deed or by law, may be exercised even if the Trustee, or any person who is a director or shareholder of a corporation which is the Trustee, has or may have a direct, indirect or personal interest, (whether as shareholder, director, member, or partner of any company or partnership, or otherwise), in the manner or result of exercising that power or discretion, or may benefit directly or indirectly as a result of the exercise of any power or discretion, and even if the Trustee for the time being is the sole Trustee of the Trust.

(c) Unless a power or a discretion which may be exercised by the Trustee is, by the terms of this Deed, required to be irrevocable, the Trustee may release or revoke any power or powers conferred upon it by this Deed. Any other person on whom any power is conferred by this Deed may release or revoke that power.

### 7.6 Professional advice

The Trustee may obtain and act upon the opinion of a lawyer who may be a solicitor or a barrister. The Trustee will not be liable to any person for any action taken by the Trustee in reliance upon an opinion obtained by the Trustee under this clause. The Trustee may apply to a court having appropriate jurisdiction at any time for directions regarding the administration of the Trust whether or not it obtains an opinion on the particular matter from a lawyer under this clause.

### 7.7 Manager or Agent

The Trustee is not required to act personally in the administration of the Trust and may employ a manager or any other person to transact all or any business to be done or undertaken by the Trustee, including the receipt and payment of money, and the Trustee may determine the remuneration to be paid to any person engaged by it.

### 7.8 Vacation of office by Trustee

A natural person will cease to be a Trustee if that person;

(a) is found to be of unsound mind, or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health; or

(b) becomes bankrupt, or makes any arrangement or composition with creditors generally.

A corporation will cease to be a Trustee if it has a liquidator or a provisional liquidator appointed to it, or a controller or administrator (as defined in the Corporations Act) appointed to it or in respect of any of its assets or it becomes subject to a deed of company arrangement.

## Deed of Settlement

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### 7.9 Tax Affairs:

The Trustee may do any act or thing which it considers fit or necessary in order to comply with any obligation imposed upon it under the *Tax Act* or under any other law relating to taxation or for the purpose of managing the taxation affairs of the Fund.

## 8. Custodian Trustee

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8.1 It is not necessary for any property including a security which is part of the Trust Fund to be registered in the name of the Trustee but that property may at the discretion of the Trustee be registered in the name of a nominee without the necessity of disclosing that the nominee holds the property on behalf of the Trustee.

8.2 The Trustee may from time to time deposit the documents of title to any property which is part of the Fund with a solicitor, accountant, bank, trust company, investment or stock broker or similar institution in any part of the world in which the Fund is invested or situated, and the Trustee will not be liable for any loss as a result of the deposit of those documents unless it is caused by its own fault.

## 9. Amendment of this Deed

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9.1 Subject to the provisions of clauses 9.2 and 9.3, the Trustee at any time and from time to time before the Termination Date, with the written consent of the Appointor (if any) for the time being may by deed:

- (a) alter, vary or revoke any trust or provision of this Deed; or
- (b) appoint or resetttle the Fund or any part of it, and the income from it for the benefit of all or any of the beneficiaries upon the trusts, subject to the conditions and in the proportions and with the powers as the Trustee may from time to time think fit.

9.2 Any alteration, variation or revocation is ineffective to the extent that it adversely affects the vested interest of a beneficiary in the income or capital of the Trust or that it adversely affects the interest of a beneficiary in the investments to which a beneficiary has become absolutely entitled under this Deed or the income derived from those investments.

9.3 Any alteration, variation or revocation is ineffective to the extent that it infringes any applicable law or rule against perpetuities or relating to remoteness of vesting or the period during which income may be accumulated or that it otherwise extends the Termination Date or results in any provision of the Trust becoming void.

## 10 Accounts

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10.1 The Trustee must:

- (a) keep accounting records for the Trust which accurately record and explain all transactions relating to the Trust Fund including all receipts and outgoings of the Fund and the financial position of the Trust;
- (b) separately record income and capital of different categories as the Trustee may decide;
- (c) keep the accounting records for the Trust in a form which will allow true and fair accounts for

## Deed of Settlement

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the Trust to be prepared as required by this clause and will enable those accounts to be audited if required.

- 10.2 The Trustee must produce financial statements for the Trust showing the financial position of the Trust at the end of each financial year. These financial statements must be prepared by an accountant chosen by the Trustee. The financial statements must be prepared in accordance with generally accepted accounting principles and relevant accounting standards and must give a true and fair view of the financial position and performance of the Fund.
- 10.3 In preparing the accounts the Trustee may include any accruals and may raise or transfer amounts to or from any provisions and make any adjustments as the Trustee thinks appropriate.
- 10.4 The Trustee must give a copy of the financial statements to the Appointor and to any beneficiary who is not under a legal disability and who is entitled to income which has been set aside in a separate account under clause 3, or is entitled to a vested indefeasible interest in any part of the capital of the Trust who requests a copy of the statements and must give the Appointor any information and explanations which the Appointor may require.
- 10.5 The Appointor may by notice in writing to the Trustee given at any time, require the financial statements of the Trust to be audited. If the accounts for the Trust are maintained in Australia the auditor must be a registered auditor (as defined in the Corporations Act). The Trustee may only appoint an auditor who is approved in writing by the Appointor. If within 28 days of receiving a notice from the Appointor the Trustee has not obtained approval of the Appointor to an auditor nominated by the Trustee, the Appointor may at any time after that appoint an auditor for the Trust. The costs of the auditor must be paid out of the trust fund. An auditor will continue to hold office until he resigns or is removed by the Trustee BUT the Trustee may only remove an auditor with the consent of the Appointor.
- 10.6 The Trustee must keep and maintain any accounts for the Fund which are required to be maintained by it under the Tax Act.
- 10.7 The Trustee may make any adjustment it thinks fit to the entitlements of any beneficiary to take account of any income tax or other tax which the trustee has paid or must pay with respect to the Fund and may in its absolute discretion resort to and apply any part or parts of the capital or income of the Fund in payment of any income tax liability or other tax liability of the Trustee in respect of the Fund.

## 11. Powers of the Trustee

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- 11.1 Trustee has powers of an individual and beneficial owner  
Subject to any contrary provision elsewhere in this Deed, the Trustee has power to invest the Trust Fund in any way available to an individual without any restriction. The Trustee has all the powers over and in respect of the Trust Fund and the investment of the Trust Fund which it could exercise if it were the absolute and beneficial owner of the Trust Fund.
- 11.2 Trustee has the powers in Schedule 2  
Without in any way limiting the general powers set out above it is declared that the Trustee has

## Deed of Settlement

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the powers in relation to the Fund set out in Schedule 2 to this Deed.

### 11.3 Power to act as a director

A Trustee who is a natural person may become a director of any company in which money forming part of the Trust Fund is at any time invested and may receive the remuneration attached to that office without being liable to account to the Fund.

### 11.4 Power to act notwithstanding personal interest

The Trustee may exercise or concur in exercising all powers and discretions given to it even though it or any person who is a director or shareholder of the Trustee has or may have a direct or indirect interest in the mode or result of exercising the power or discretion or may benefit either directly or indirectly as a result of the exercise of any power or discretion and notwithstanding that the Trustee for the time being is a sole Trustee.

## 12. Winding-up of the Fund

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### 12.1 Termination Date

The Trust will terminate and must be wound up on the first to occur of:

- (a) the date which the Trustee with the written consent of the Appointor determines to be the date on which the Trust must end; or
- (b) the 80<sup>th</sup> anniversary of the date of this Deed. This date is the Termination date.

### 12.2 Procedure on termination

Subject to any provision of this Deed which limits or restricts distributions of capital of the Trust Fund, the Trustee must at the Termination Date:

- (a) pay out or otherwise discharge and satisfy all debts and liabilities in relation to the Trust;
- (b) distribute or otherwise deal with the income of the Trust in any manner which is expressly provided by this Deed and any income which remains undistributed is to form part of the capital of Trust;
- (c) distribute the capital of the Trust to the beneficiaries in accordance with their rights and entitlements set out in or fixed in a manner provided in clause 5;
- (d) distribute any "undistributed capital" to the Default or Charitable Beneficiaries in accordance with clause 5 and the receipt of the treasurer, secretary or other officer of the administrative body of any charitable object will be sufficient discharge to the Trustee.

### 12.3 Distribution of assets in specie

On the winding up of the Trust, the Trustee has the powers set out in clause 5 to distribute any property in the Trust Fund in specie.

### 12.4 Financial Statements

On the winding up of the Trust, the Trustee must have financial statements prepared as at the Termination Date and if at that time there is an Appointor the Trustee must make available to the Appointor a signed copy of the financial statements in printed form which will include particulars of all distributions of capital, and if there is not an Appointor, a copy of the financial statements must be made available to each beneficiary entitled to receive income or capital of the Trust on

**Deed of Settlement**

the winding up.

**Executed as a Deed**

**Settlor**

**Signed Sealed Delivered by Samuel Dugald Henderson in the presence of:**

)  
)  
)

s.73

.....  
Signature of Witness

.....  
Signature of Samuel Dugald Henderson

.....  
(Print) Name of Witness

.....  
Address

**Trustee**

**Executed by RQYS Nominees Pty Ltd ACN 130 840 523 in accordance with section 127 of the Corporations Act 2001 (Cwth):**

)  
)  
)  
)

.....  
**Director**

.....  
**Director/Secretary**

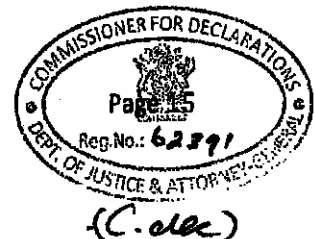
*Mark Drew Galambos*  
.....

*IAN ROBERT THREKALL*  
.....

(Print) Full Name

(Print) Full Name

*4th APRIL 2016.  
I certify this to be a true copy of the original which I have sighted*



**Schedule 1**

Item 1 Appointor  
Item 2 Default Beneficiary

The Royal Queensland Yacht Squadron Limited  
The Royal Queensland Yacht Squadron Limited or If that corporation has ceased to exist, the society association or club chosen by the members of the Royal Queensland Yacht Squadron Limited as the entity to which any surplus assets on winding up of The Royal Queensland Yacht Squadron are to be distributed and if there is no such entity a society association or club established for the encouragement of yachting or other water sports determined by the Trustee

Item 3 Termination Date

The first of:  
The 80<sup>th</sup> anniversary of the date of this Deed; or  
An earlier date which the Trustee with the consent of the General Committee of the Royal Queensland Yacht Squadron Limited determines to be the Termination Date

**Schedule 2**

Without any way limiting the general powers set out above it is declared that the Trustee of the Fund has the power:

1. **Invest in real and personal property of any kind:**  
to invest any money in the Fund which is available for investment by the Trustee in any investment of any kind at all upon any terms as the Trustee in his or her absolute discretion thinks fit, including power to acquire, dispose of, exchange, mortgage, sub-mortgage, charge, encumber, grant or acquire a lease or sub-lease, grant, release or vary any right or easement, or otherwise deal in any way at all with real property of any kind or any estate or interest in real property and to acquire, dispose of, exchange, hire, lease, let, mortgage, charge, encumber or otherwise deal in any way at all with personal property of any kind;
2. **Joint Investment:**  
to invest any money of the Fund either alone or in partnership or co-ownership of any kind with any other person or persons;
3. **Realise and change Investments:**  
to sell, call in, convert into money, grant options over, mortgage, sub-charge, dispose of, transfer or otherwise deal in any way at all with any item or asset comprising all or any part of the Fund, for any consideration and on any terms which the Trustee in his or her discretion thinks fit and has power at his or her discretion, to change or vary any investment which at any time forms part of the Fund;
4. **Develop property:**  
to develop in any way at all any property right or interest which forms part of the Fund, including by constructing, reconstructing, maintaining or improving any buildings, including but not limited to marinas or other facilities for the mooring or storage of yachts motor vessels or other small craft and by preparing land for building or for subdivision, or for conversion to strata or similar title and to enter into any contract, agreement or arrangement with any person for or with respect to the development of any property of the Fund or for the construction of any buildings, including but not limited to marinas or other facilities for the mooring or storage of yachts motor vessels or other small craft or preparation of land for building purposes;
5. **Maintain property:**  
to maintain and preserve in good and substantial order and condition all the property of the Fund and to pay the costs of doing so;
6. **Authorised Investments:**  
to invest in any one or more of the investments from time to time sanctioned by law in any state or territory of Australia for the investment of trust money;
7. **Share and units:**  
to invest in fully or partly paid shares (including redeemable, preference, redeemable preference or deferred shares) debentures, debenture stock, bonds, units, securities, or any other obligations or interest, with or without deferred, restricted, qualified or special rights, of or in any public proprietary or no liability company, or any other corporation or body corporate, association, firm, mutual fund, unit trust or any other Trust or fund of any kind wherever it may be incorporated or formed or carry on its activities and whether or not it carries on business in Australia, and whether or not there is any liability of any kind in respect of those shares, units, securities or other interests, and to become a member of a company limited by guarantee;

## Deed of Settlement

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8. **Options and right:**  
to invest in options, entitlements or rights to any of the securities or interests mentioned in clause 7 above;
9. **Corporate securities:**  
with respect to any company or corporation in which the Trustee holds shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned (in this sub-clause the interest of the Trustee in the company is called "Securities") to exercise the following powers in addition to powers conferred by law:
- (a) To pay calls on Securities or permit Securities to be forfeited and sold;
  - (b) To purchase Securities and take up Securities of a new issue;
  - (c) To attend meetings personally or by proxy, attorney or representative and vote at the discretion of the Trustee;
  - (d) To sell Securities at such price and upon such terms with or without security as the Trustee thinks fit;
  - (e) To assent to or join in any arrangement relating to the sale, transfer or exchange of any Securities or modifying any rights, privileges or interests relating to them; and to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any company any Securities of which are part of the Fund, or by which any of those Securities are substituted or given in exchange either wholly or partly for other Securities, whether in the same company or not and for that purpose to deposit, surrender or exchange any scrip or documents of title relating to Securities; and to pay out of the capital of the Fund or property held in trust pursuant to the provisions of this Deed, or the income from it, any contribution or incur any expense in connection with any scheme or arrangement and generally to manage and deal with any Securities as if the Trustee owned them beneficially; and
  - (f) To enter into any agreement with the liquidator or any member of any company or any other person as the Trustee thinks fit for the division in kind or specie of the assets or property of the company; and to accept any of the assets and property of the company in payment or satisfaction of any interest of the Trustee in the company with power to pay any money by way of equality of division or partition;
10. **Unit trust interests:**  
to acquire units or sub-units of any fixed, flexible or other unit trust of any kind either by way of application purchase or by way of settlement by the Trustee or any other person in the establishment of the unit trust and to exercise all rights including voting rights and perform all obligations as a holder of any units in any trust and to accept all distributions of income or capital by the Trustee of any unit trust;
11. **Place money on deposit:**  
to invest money of the Fund on fixed deposit or at call with any bank, savings bank, building society, credit union, company, corporation or firm, wherever incorporated or situated, and wherever it may carry on its business. Any deposit may be made free of interest to any company or corporation or firm in which a beneficiary is a shareholder or in which any part of the Fund is invested;
12. **Insurance Policies:**  
to acquire any policy of assurance or insurance of any kind or any interest of any kind in such a policy including the power to take out or acquire policies of life assurance of any kind on the life of any person or in respect of sickness, disability or accident to any person; and to pay premiums, transfer, surrender, and otherwise deal with those policies in any manner at all,



## Deed of Settlement

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whether or not the policies are individual policies on the life of one person or a group on the lives of two or more persons; to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy on the life of any person;

13. **Lend money:**  
to lend money or give credit to any person, company or other body of any kind (including to them in their capacity as a trustee, or to a beneficiary, or where the Trustee is a corporation to a person having an interest in or the holder of an office in the Trustee) with or without interest, and whether secured (by a mortgage or a fixed or floating charge or by any other security at all) or unsecured and for any period or at call;
14. **Deferred property:**  
to acquire any reversionary or deferred property or rights of any kind;
15. **Lease to another person:**  
to lease let and licence any property forming part of the Fund for any period at any rental and to any persons, upon any terms and conditions as the Trustee thinks appropriate, and to accept surrenders from, make allowances to and arrangements with a lessee or tenant, with or without consideration, as the Trustee thinks fit;
16. **Borrow:**  
to borrow or raise money or obtain any other financial benefit of any kind from any person, corporation or other body upon any terms at all including with or without security or interest and to secure by mortgage or fixed or floating charge or any other form of security at all over the assets or any of the assets of the Fund, the payment or repayment of any money which may be at any time be due or payable by the Trustee to any person, corporation or other body on any account at all as the Trustee thinks fit and the Trustee is expressly empowered to join with any other person or corporation in executing any mortgage, charge or other form of security for payment of money by the Trustee jointly with the other person and the Trustee may enter into or obtain an overdraft facility;
17. **Commercial bills and other facilities:**  
to draw, endorse, accept, guarantee or be a party in any way to a commercial bill or other bill of exchange, promissory note, letter of credit, hypothecation or other facility at all involving the raising, borrowing or lending of money by or to the Trustee;
18. **Bank Accounts:**  
to open in the name of the Trustee or in the name of a person or corporation as nominee of the Trustee, or in the joint names of the Trustee and another, any cheque, savings or other account with any bank or financial institution in any place with full power to operate on any account including, but without limiting the generality of the above, power to sign, draw and endorse cheques and other negotiable or transferable instruments on any account and to close any account;
19. **Management expenses:**  
to pay out of the Fund of the income of the Fund all costs, charges and expenses identical to the management of the Fund or to the exercise of any power, authority or discretion set out in this Deed in relation to that Fund;
20. **Pay general expenses:**  
to pay insurance premiums, rates, taxes, rents and all other outgoings arising in relation to any property which is part of the Fund, and to effect repairs or renovate any property which is part of the Fund as the Trustee may consider necessary or advisable. Where the Trustee is unable to charge any expenditure against income of the Fund it may charge the amounts to capital;

## Deed of Settlement

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21. **Sub-division of property:**  
to partition or agree to the partition of, or to subdivide or agree to the subdivision of property of any kind, which or any interest in which, may be subject to the trusts set out in this Deed and to pay money by way of equality or partition;
22. **Guarantees and indemnities:**  
to give any guarantee or indemnity for payment of money or for performance of any obligation by any person, corporation or other body including any indemnity in relation to any obligation of the Trustee or for which the Trustee has a contingent responsibility and to secure by mortgage or fixed or floating charge or any other form of security at all, the liability of the Trustee under any guarantee or indemnity;
23. **To set aside funds:**  
to set aside out of the income or capital of the Fund any money which may in the opinion of the Trustee be required to meet any debt or other obligation due or accruing;
24. **To mix the Fund:**  
to mix the Fund including the income of the Fund with other money held by the Trustee under any other trust; to invest the money so mixed in any investment, property, interest, arrangement or business or in any other mode or manner in which the Trustee may by law or by this Deed be empowered to invest the Fund; to exercise all powers, authorities and discretions with respect to the mixed Fund which the Trustee is by this Deed or by law authorised to exercise with respect to the Fund and in particular to make such arrangements with respect to the money and its investment with any other person as the Trustee would be authorised or empowered by law or by this Deed to make or enter into;
25. **Trustees' power to deal with themselves:**  
notwithstanding any rule of law or equity to the contrary, to acquire as property the Fund any property which is at the date of acquisition as part of the Fund the absolute property of the Trustee in his or her personal capacity BUT any property acquired from the Trustee personally may only be acquired for a consideration which does not exceed the current market value of the property and upon acquisition the beneficial interest in and to the property must be held by the Trustee upon the trusts contained in this Deed;
26. **To Operate facilities:**  
to operate any marina or other facilities for the mooring or storage of yachts, motor vessels or other small craft and to operate facilities for the building, repair or maintenance of yachts, motor vessels or other small craft either alone or in conjunction with any other entity or entities operating marina or other facilities for the mooring, storage, building, repair or maintenance of vessels and grant such rights of use in any marina or other facilities as are permitted by law from time to time as the Trustee in its discretion thinks fit;
27. **Make gifts and donations:**  
to make gifts or donations out of the Fund for any charitable, scientific or educational purpose;
28. **Receive gifts:**  
to receive any property by gift inter vivos or by will or under the provisions of any other trust or otherwise from any person as an addition to the Fund and whether subject to liabilities or not and to hold it upon the trusts set out in this Deed and to administer those additions under this Deed;
29. **Legal proceedings:**  
to commence, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of those proceedings or to compromise

## Deed of Settlement

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and settle any dispute or proceedings for any consideration and upon any terms and conditions as the Trustee may decide;

30. **Release powers:**  
by deed expressed to be irrevocable to renounce and release any power conferred on the Trustee in respect of the whole or part of the Fund or the income of the Fund or any part of it;
31. **Engage Experts and Agents:**  
Instead of acting personally, to employ or engage any advisers, solicitors, barristers, auditors, accountants, brokers, surveyors, valuers, managers, agents, attorneys or other persons to transact any business or to do any act (including the execution of any document) required to be done in connection with the administration of the Fund and to act upon the opinion or advice of any of those persons without being responsible for any loss or damage occasioned by acting on that advice and pay the fees or remuneration of any of those persons out of the Fund;
32. **Attorney:**  
to appoint any person or persons as the representative or attorney of the Trustee for the purpose of executing any document or doing any thing which the Trustee is permitted or authorised to execute or do by this Deed or by law and to revoke that appointment;
33. **Incidental powers:**  
to do all other things which may be incidental to the exercise of any of the powers, rights, discretions and authorities conferred on the Trustee under this Deed or by law;
34. **Lease from another person:**  
to rent or lease any real property from any person, or acquire the interest of any lessee in any lease, and to purchase any real property or any estate or interest of any kind in real property, and to buy, hire or lease motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and all other kinds of personal property from any person on any terms;
35. **Employ People:**  
to engage or employ persons including a person who is a beneficiary or who has an interest in or who is the holder of an office in a company which is the Trustee, to provide staff amenities and to vary and terminate any contract of employment and to obtain any other assistance as the Trustee considers necessary;
36. **Superannuation and Bonuses:**  
to pay bonuses, gratuities or retirement benefits or to establish and support or aid in the establishment and support of schemes providing superannuation, death or retirement benefits or any one or more of those benefits for employees or ex-employees of the Trustee including in the case of a corporate trustee, directors or other holders of any office of the company and the dependants of any of those persons and for the benefit of employees, ex-employees and their dependants of any company or person associated with the Trustee;
37. **Credit:**  
to enter into alone or with others any agreement or arrangement for obtaining credit upon such terms and conditions as the Trustee sees fit including but not limited to obtaining, upon deferred terms as to payment, good, trading stock or other property or services of any kind;
38. **Powers to carry on a business and related powers:**  
**Carry on business:**  
to carry on alone or jointly with another or others any business or to hold an interest in any business and to use the Fund or any part of it or any assets of the Fund in carrying on any

## Deed of Settlement

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business at all as the Trustee may decide, with the power to charge against or pay out of the Fund all expenses and outgoings incurred in carrying on any business;

39. **Franchises:**  
to acquire by purchase or otherwise and to sell, dispose, relinquish or otherwise deal in franchises, franchise agreements, licences or things of like nature relating to subject matters of all kinds;
40. **Intellectual property rights:**  
to apply for, purchase or otherwise acquire and to sell patents, patent rights, copyright, trademarks, designs, formulas, licences, concessions, know-how and like property whether it confers exclusive or non-exclusive or limited rights of use and to acquire any other intellectual property rights and to use exercise, develop or grant licences in respect of or otherwise turn to account property rights or information so acquired;
41. **Agency and licences:**  
to apply for, purchase and hold any permit, agency or licence which may be desirable or required to enable or facilitate the carrying on of any business or venture which the Trustee is empowered by this Deed to engage in and to surrender, relinquish, sell, vary or assign them;
42. **Promotion of companies:**  
to establish, promote or acquire any company or join in the promotion or establishment of any company and to do anything which a person not being a trustee is authorised or empowered to do under law relating to or governing a company;
43. **Partnership and joint ventures:**  
to enter into a partnership or joint venture with any person on any terms and conditions which the Trustee thinks fit and to vary the terms of or terminate and be party to the partition of assets of any partnership or joint venture;
44. **Powers in relation to any business:**

Without limiting the powers of the Trustee set out above, the Trustee may carry on any business or investigate establishing a proposed business and has power:

- a) To investigate and decide upon the feasibility or desirability of establishing or carrying on or of acquiring any business or any interest in any business and to incur expenses in or in connection with any investigation and to pay or recoup those expenses out of income or capital of the Fund whether or not the Trustee proceeds to establish or carry on any business as a result of the particular investigation;
- b) To establish any business;
- c) To acquire the whole or part of the goodwill of an existing business;
- d) To acquire the assets or an interest in the assets of or used in any business;
- e) To undertake to meet liabilities or contingent liabilities incurred or to be incurred by any person in or about the establishment or carrying on or acquisition of the whole or part of an existing business, the goodwill and assets of which, or any of which, are proposed to be acquired by the Trustee and to give indemnities for, or enter into, guarantees of those liabilities and contingent liabilities or any of them;
- f) To acquire or join in acquiring plant and equipment, fixtures, fittings, fittings and other chattels and stock in trade for use in, or in connection with, any business carried on or proposed to be carried on by the Trustee or in which the Trustee may acquire an interest;

## Deed of Settlement

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- g) To make payments or incur expenses or liabilities (including donations) which the Trustee considers to be for the benefit of any business carried on by, or proposed to be carried on by, the Trustee or in which the Trustee has an interest or in which the Trustee considers will promote or facilitate that business, even though the Trustee may be under no legal or enforceable obligation to make the payments or incur the expense or liabilities, and even if the payment or the expense do not produce any direct benefit to the Fund;
- h) To sell the goodwill of any business;
- i) To enter into any covenant or agreement in restraint of trade;
- j) To enter into contracts for importing or exporting goods and to enter into contracts for the shipping or other transportation of goods; and
- k) To carry on any business in the same manner and with the same powers and rights as the Trustee would have if it were carrying on the business in his or her own right and not as a Trustee.

It is expressly declared that the Trustee will have power in his or her discretion in the course of, or in connection with, the carrying on of any business to transfer title to any property which it holds as Trustee with or without consideration notwithstanding any limitation on that power which might otherwise prevent title being effectually or validly transferred because the Trustee is acting in his or her trustee capacity or because the transferee has notice that it is a Trustee. Any person dealing with the Trustee in or in connection with any business may contract with, and make payments to, the Trustee without being required to inquire whether the Trustee has power to deal with them under this Deed or whether the Trustee is properly exercising any power in his or her dealings with them. No person dealing with the Trustee is obliged to inquire whether the Trustee properly applies any payment made by them to the Trustee nor will they be accountable in any way for the way in which the Trustee deals with any payment which they make even if they were on notice that the Trustee was carrying on the business in a trustee capacity. The title of any person to whom property is transferred by the Trustee whether with or without consideration in the course of or in connection with the carrying on of any business will not be affected by any notice that the Trustee held title to the property in a trustee capacity and the receipt of the Trustee will be an absolute discharge for any payment made to the Trustee.



DEPARTMENT OF NATURAL RESOURCES  
AND MINES  
PH: 07 3199 7817  
PO BOX 15216 CITY EAST QLD 4002

Date of Issue	Invoice Number
01/02/2016	03414329

Lease number	Title Reference	Local Government	Lot on Plan
TL 0/221 125	40043954	REDLAND CITY COUNCIL	76/SL4907
Rental Valuation	Category	%	Next payment to be made by
\$ 1,030,769.00	12.1 - RESIDENTIAL	6.00	01/03/2016
Tenure Group			Total Amount Payable
			\$ 13,942.39

Cust ref: SIBELCO AUST LTD  
STRADBROKE RUTILE PTY LTD  
PO BOX 74  
ROSEWATER EAST SA 5013

RECEIVED  
29 JAN 2016

## QUARTERLY LAND RENT

### Tax Invoice

Issued on behalf of DEPARTMENT OF NATURAL RESOURCES AND MINES  
ABN 59 020 847 551

#### Account Summary

(see over for details)

Balance Prior to this invoice	\$ 0.00
Interest on arrears as at 01/03/2016	\$ 0.00
Payments/Adjustments	\$ 0.00
Amount this invoice (GST exclusive)	\$ 13,942.39
GST this invoice	\$ 0.00
<b>Total of this Invoice</b>	<b>\$ 13,942.39</b>

**Terms Strictly Net 28 Days**

Penalties will accrue daily and are compounded monthly on rent outstanding from the due date until the day the rent is paid. Penalty interest rates are variable and are currently set at 9.25%. Failure to pay by the due date/s could also lead to forfeiture action. If you have difficulty in paying this amount, please contact the Department. Please ignore this notice if the account has already been paid.

Please see below for payment methods. Please retain this receipt for your records.

IF PAYING BY MAIL, PLEASE DETACH THIS PORTION AND FORWARD WITH YOUR PAYMENT



\*200 060263 10000034143297  
AUSTRALIA POST USE ONLY

Next payment to be made by  
**01/03/2016**



Make your cheque or money order (NOT CASH) payable to "Department of Natural Resources and Mines" and crossed "not negotiable". Forward your payment, together with the bottom section of this invoice to:  
DNRM PO Box 15216,  
City East Q 4002

STRADBROKE RUTILE PTY LTD  
PO BOX 74  
ROSEWATER EAST SA 5013  
1 TL 0/221125/72



For a receipt to be issued please take the whole statement to your local DNRM office or your local Post Office.



Billier Code: 828549  
Ref: 10000034143297

Pay by Phone: Call 1300 276 488



Pay on line via credit card  
www.bpoint.com.au or contact your financial institution to make this payment directly from your cheque, savings or credit account

Total Amount Payable

**\$ 13,942.39**

To enable processing of payment by BPay and EPoint use the payment details provided on this invoice.

BPay only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

# Tax Invoice for this Period

Invoice Period: 01/01/2016 to 31/03/2016

Effective Date	Item	Amount (GST Inc)	GST	Balance
01/03/2016	ANNUAL/QUARTERLY INVOICING	\$ 13,942.39	\$ 0.00	\$ 13,942.39

Total of Invoice for this Rental Period: \$ 13,942.39

Lease Number: TL 0/221125  
Lessee(s): STRADBROKE RUTILE PTY LTD

## Rental Calculation Details as at 01/02/2016

Capped Annual Rent for 2015/2016 (based on actual 2014/2015 rent payable + 100.00%): \$ 108,614.00  
 Averaged Annual Rent for 2015/2016 (based on 3 year Average Rental Value @ 6.00%): \$ 56,076.00

Your rent is the lower value of the Capped Annual Rent and the Averaged Annual Rent

### Calculation of Averaged Rental Value

Year	Rental Value	Notes
2015/2016	\$ 1,030,769.00	
2014/2015	\$ 834,615.00	
2013/2014	\$ 838,481.00	
Average Rental Value	\$ 934,615.00	Averaged over 3 years

### Explanation:

The Queensland government has placed a cap on annual rental increases at 100 per cent for Category 12.1 tenures.

## Change of Address

FROM: Title Ref: 40043954  
 Cust ref: SIBELCO AUST LTD  
 STRADBROKE RUTILE PTY LTD  
 PO BOX 74

TO: Customer reference:   
 Daytime telephone:

New address:

Is this new address to be applied as the account service address  YES  NO

Signed: \_\_\_\_\_ Date:

FWD TO: PO BOX 15218 CITY EAST QLD 4002

**From:** LOVE Michelle <Michelle.Love@dnrm.qld.gov.au>  
**Sent:** Friday, 26 February 2016 10:32 AM  
**To:**  
**Subject:** RE: DNRM Quarterly Land Rent Payment - EFT#865062

Hi

Receipting has been very efficient and this money is already on your accounts. Receipt number 2254751 This was made a lot smoother by the information that you forwarded for receipting thanks heaps until next time

Michelle Love  
 Senior Finance Officer  
 LTL Operations  
 Service Delivery Finance, Operations Support  
 L15 Qld Mines & Energy Building  
 61 Mary St Brisbane  
 Department of Natural Resources and Mines PO Box 15216, city East 4002  
 Telephone: 07 319 97920  
 Email [michelle.love@dnrm.qld.gov.au](mailto:michelle.love@dnrm.qld.gov.au)

**From:** @sibelco.com.au]  
**Sent:** Wednesday, 24 February 2016 1:11 PM  
**To:** 'cplreceipting@ssa.qld.gov.au'  
**Cc:** LOVE Michelle  
**Subject:** DNRM Quarterly Land Rent Payment - EFT#865062

Dear Sir/Madam

Please note that payment of s.73 into the DNRM nominated bank account by EFT No. 865062 on 24 February 2016 is for the following invoice numbers:

Invoice#	Lease	Amount
03414329	TL 0/221125	\$13,942.39

If you have any queries, please do not hesitate to contact me on 08 8240 8244.

Kind regards



## State land application fees – payment options

Fees for applications made under the *Land Act 1994* are prescribed fees and are listed in the Land Regulation 2009 and are payable at the time of making an application, current fees are available from your local business centre or from the department's website - <http://www.qld.gov.au/environment/land/state/forms/>

Fees are subject to change and are reviewed annually.

### Payment methods

Payments may be made:

- Cheque (to be made payable to 'Department of Natural Resources and Mines' and marked 'Not Negotiable')
- Cash (is only a payment option when paying in person)
- EFTPOS (payment facilities may vary between offices – contact your local business centre in advance)
- Credit card (payment by credit card only accepted when paying in person, over the phone, by facsimile or by Australia Post mail). Contact your business centre for more information if required.

### Payment by credit card

Please indicate the method of payment for the attached application.

**Note** - this payment form must be submitted with the application form when the payment method is by credit card and not being paid in person.

Charge this payment to my (tick appropriate box). Please print clearly.

s.73

#### Reference details

APPLICATION FOR CONSENT TO TRANSFER - LEASE TO STRADBROKE  
RUTILE PTY LTD - LEASE 221125

Cardholder's name

Amount of Payment

Phone Number

\$126.30

(02) 9458 2930

Card Number

Expiry date

Cardholder's signature

Date

20 MAY 116

This form can be completed on screen.

#### Office Use Only

Collected at

Receipt Number

Date Collected

/ /

Receiving Officer Name

Receiving Officer Signature

Great state. Great opportunity.





The Hon Dr Anthony Lynham MP  
Minister for State Development and  
Minister for Natural Resources and Mines

Ref CTS 03949/16

Level 17 QMEC Building  
61 Mary Street Brisbane QLD 4000  
PO Box 15216 City East  
Queensland 4002 Australia  
Telephone +61 7 3199 8215  
Email [sdnm@ministerial.qld.gov.au](mailto:sdnm@ministerial.qld.gov.au)  
Website [www.dnrm.qld.gov.au](http://www.dnrm.qld.gov.au)

11 MAR 2016

Mr Shawn Ket  
General Manager  
Royal Queensland Yacht Squadron  
PO Box 5021  
MANLY QLD 4179

[GM@rqys.com.au](mailto:GM@rqys.com.au)

Dear Mr Ket

Thank you for your email dated 19 February 2016 with the encouraging information concerning the proposed transfer of Term Lease 221125 over Lot 76 on SL4907 from Stradbroke Rutile Pty Ltd (Sibelco) to the Royal Queensland Yacht Squadron (RQYS).

The Department of Natural Resources and Mines (the department) supports the proposed use of Lot 76 by the RQYS and based on your email it appears that RQYS is making good progress towards achieving the goal of creating a world class sailing venue on North Stradbroke Island.

I note that RQYS is expecting Sibelco to lodge the transfer documents with the department in the next few weeks. The department has adopted a streamlined approach for applications of this type with a 10 day processing timeframe once the application is verified and all the required documentation is on hand.

As discussed previously, the current lease is for residential purposes which is not consistent with the intended use by RQYS. When the transfer of the lease has been finalised the department will be in a position to discuss future lease arrangements.

If you have any questions about my advice to you Mrs Diane McQuade, Senior Land Officer, of the Department of Natural Resources and Mines will be pleased to assist you and can be contacted on telephone 3884 8055.

Yours sincerely



Dr Anthony Lynham MP  
Minister for State Development and  
Minister for Natural Resources and Mines



~ FOUNDED 1885 ~

20 May 2016

Department of Natural Resources and Mines  
PO Box 5318  
Townsville QLD 4810

**Transfer of Term Lease 221125 on 40043954 (Lease) – Ballow Road, Dunwich (Barracks)**

I refer to the letter of support from the Minister, Dr Anthony Lynham MP, dated 11 March 2016 (**attached**).

In support of the application by Stradbroke Rutile Pty Limited (Stradbroke Rutile) to transfer the Lease in the Barracks to RQYS Nominees Pty Ltd as trustee (RQYS), I confirm that RQYS:

- 1 has requested, and Stradbroke Rutile has agreed, to transfer the Lease to RQYS on a "as is" basis for valuable consideration;
- 2 is aware of the current conditions of the Lease;
- 3 is aware that it will have a duty of care for the land under the Lease;
- 4 has obtained copies of the reports Quality Building Management Pty Ltd:  
(a) The Asbestos Materials Report and Register dated 26 November 2015; and  
(b) The Asbestos Management Plan dated 30 November 2015 (**Reports**);
- 5 intends to manage the asbestos hazards identified in the reports in accordance with the Asbestos Management Plan;
- 6 has the financial resources and capacity to undertake the remedial works identified in the reports; and
- 7 acknowledges that the current Lease is for residential purposes and intends to use the lease for recreational and sporting sailing activities.

Yours faithfully

s.73

**Mr Shawn Ket**  
General Manager  
Royal Queensland Yacht Squadron

*DIRECTOR*

Enc: Letter of support from the Hon Dr Anthony Lynham MP

**ROYAL QUEENSLAND YACHT SQUADRON LIMITED**

ABN 25 053 989 272 | 578 Royal Esplanade | Manly Q 4179 Australia | PO Box 5021 Manly Q 4179  
T + 61 7 3396 8666 | F + 61 7 3393 4100 | mail@rqys.com.au | www.rqys.com.au

**RELATED ENTITIES**

RQYS MARINA LIMITED ABN 23 010 217 991 | RQYS NOMINEES PTY LTD ABN 64 177 610 049 | RQYS MOTEL PTY LTD ABN 51 258 560 516 | HARBOUR DREDGING PTY LTD ABN 58 139 359 629

Por. No	Farm No	Selector	D and D passed on	Remarks	Por. No	Farm No	Selector	D and D passed on	Remarks
29	S.L. 16823	Exp. 31.3.73							
76	S.L. 28700	Exp. 31.8.84							
29	S.L. 42306	(8004m <sup>2</sup> ) L. Space							

**SURVEY OFFICE**  
 No. 82127  
 Date 21. 10. 65  
 QUEENSLAND

**For Additional Plan & Document Notings Refer to CISP**

Cor	Bearing	From	Dist.	Marks
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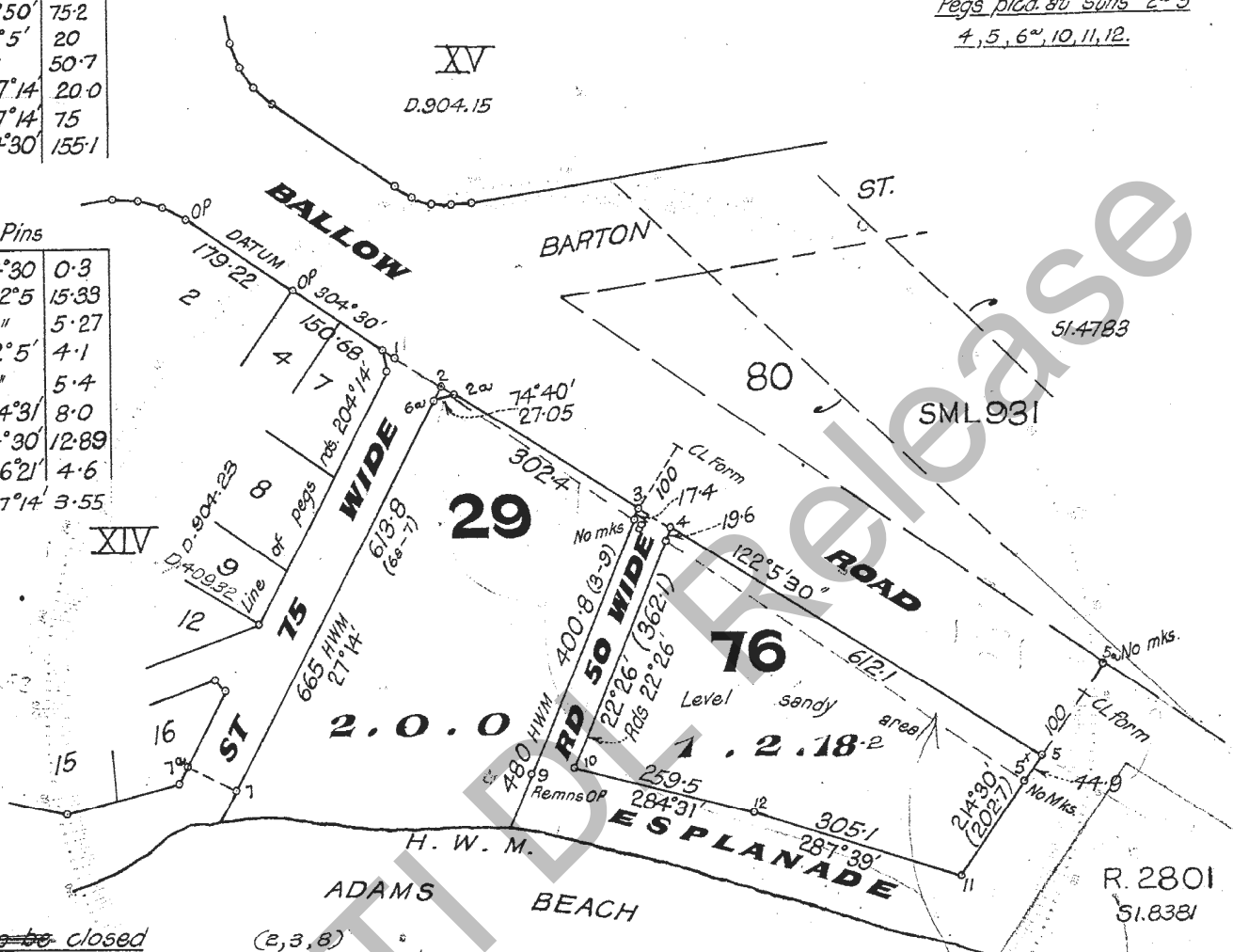
Pegs plcd. at stns 2-3  
 4, 5, 6, 10, 11, 12.

**Traverses and Secants**

Line	Bearing	Dist.
1-2	121°50'	75.2
2-2 <sup>a</sup>	122°5'	20
3-4	"	50.7
2-6 <sup>a</sup>	207°14'	20.0
7-7 <sup>a</sup>	297°14'	75
5-5 <sup>a</sup>	34°30'	155.1

**Iron Pins**

1-Pin	Bearing	Dist.
1	34°30'	0.3
2	302°5'	15.33
3	"	5.27
4	122°5'	4.1
5	"	5.4
10	284°31'	8.0
11	34°30'	12.89
12	206°21'	4.6
2 <sup>Drill</sup> hole	207°14'	3.55



Road to be closed and added to Por. 29 (2, 3, 8) **0. 0. 5. 3** AREA APPLIED FOR 73/3228 SEC.

Road to be closed & included in Por. 76 **0. 0. 31. 3**

New Road in Por. 29 (2, 2<sup>a</sup>, 6<sup>a</sup>) **0. 0. 0. 3**

Partly covers D.904:9

**Adjustments**

Por.	Reference	Previous Area	Date	Charted
29	R.C.	1.3.35	RWB	3.7.67
76	29211	Estab.	23.6.67	3.7.67

Road closed  
 21.10.65  
 RC 29211  
 (29211)



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I hereby certify that I, in person, made, and on the 25.9.1965 completed the survey represented by this plan, on which are written the bearings and lengths of the lines surveyed by me, and that the survey has been executed in accordance with the existing regulations of the Surveyor General's Department.

**Meridian Observations**

Station	Date	Lat.	Long.	Variation Observed	CAV
Add 21' for CAM					
via D. 904:9.					

Date of Instructions Private 5128700  
 Date of transmission of plans &c. 19.10.65  
 Examined by L.S. 13.9.66 Calc. Book No.  
 Voucher No. Payment (Adv. Bal.)  
 Charted by J.B. 26.9.66  
 Sales Registered Vol. Fol.  
 Scale 2 Chains to an Inch.

**PLAN OF**  
 PORTION No 29 & 76  
 PARISH OF STRADBROKE  
 County of Stanley  
 Land Agents Brisbane  
 District of  
 Cat. No **SL4907**

F.M. Dammich  
 2542-11441

*Peter Ellis*  
 Surveyor  
 Peter Ellis AS

**From:** s.73 @sibelco.com.au]  
**Sent:** Monday, 23 May 2016 12:49 PM  
**To:** WARD Carol  
**Subject:** The Barracks, Dunwich - Transfer for Lease to the Royal Queensland Yacht Squadron

Dear Carol

Thank you for your call today.

I confirm that the correct transferee in the application is RQYS Nominees Pty Limited as Trustee for the **RQYS Deanbilla Bay Trust**. I had inserted the incorrect reference in relation to describing the trust.

Regards

Legal – Special Counsel



**Sibelco Australia Limited**  
Level 16, 111 Pacific Highway  
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Australia  
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**Fax** +61 2 9458 2900

[www.sibelco.com.au](http://www.sibelco.com.au)

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**From:** WARD Carol [Carol.Ward@dnrm.qld.gov.au]  
**Sent:** Tuesday, 31 May 2016 8:18 AM  
**To:** @sibelco.com.au  
**Subject:** FW: Rental position report for Stradbroke Rutile Pty Ltd TR 40043954  
**Attachments:** Rental position report.pdf

Sorry

Forget to sign and date it. Amended one attached.

Regards,  
Carol

---

**From:** WARD Carol  
**Sent:** Tuesday, 31 May 2016 8:11 AM  
**To:** @sibelco.com.au  
**Subject:** Rental position report for Stradbroke Rutile Pty Ltd TR 40043954

Hi

As requested, attached is the current rental position report @ 31/5/2016 showing a credit. The reason for the credit is that the amount pending is not due till 1/6/2016. The transfer can now be lodged with this rental position report.

Regards,

*Carol Ward*  
Land Administration Officer, Land Management  
**Department of Natural Resources and Mines**  
120 Lennox Street, Maryborough Q 4650  
PO Box 212, Maryborough Q 4650  
**Telephone:** 07 41903839  
**Email:** [carol.ward@dnrm.qld.gov.au](mailto:carol.ward@dnrm.qld.gov.au)  
[www.dnrm.qld.gov.au](http://www.dnrm.qld.gov.au)

Report as at Effective Date of 31/05/2016  
Report as at Posting Date of 31/05/2016 23:59:59

**Report For** REGION: SOUTH EAST  
DISTRICT OFFICE: BEENLEIGH  
LEASE NUMBER: TL 0/221125  
TITLE REF: 40043954  
LESSEE: STRADBROKE RUTILE PTY LTD

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 31/05/2016	Payout as at 31/05/2016
	MAIN	72	\$-13,942.39	N/A
	Outstanding Total		\$-13,942.39	N/A

**Account: MAIN**

CALL TYPE: NORMAL  
ACCOUNT STATE: ACTIVE  
EXPIRY DATE: 19/07/2016  
ACTIVE CONCESSION:  
ACTIVE EXCLUSION:  
FINANCIAL RENTAL CATEGORY: 12.1.2 - RESIDENTIAL  
LEGAL RENTAL CATEGORY: 12.1 - RESIDENTIAL

MULTIPLE ANNUAL PAYMENT IMPACT: N  
INVOICE TERM: QUARTER  
NEXT DUE DATE: 01/06/2016

**RENTAL POSITION**

Current Billing Period: 01/01/2016 to 31/03/2016  
Last Invoiced Period: 01/04/2016 to 30/06/2016  
Fund Code: 72  
Control Level: 150  
Freehold/Leasehold: LEASEHOLD

CURRENT ANNUAL RATE: \$56,076.00 AS AT 31/05/2016  
(Exclusive of GST) FROM 31/05/2016  
AMOUNT PENDING: \$13,942.39 (Amount due in the near future)  
(Inclusive of GST) FROM 31/05/2016  
ACCOUNT BALANCE: \$-13,942.39 (Negative balance means A/C in credit)  
(Inclusive of GST)  
PENALTY CHARGED: \$0.00  
PENALTY TO 31/05/2016 \$0.00 (Penalty is charged for late payments)

---

**TOTAL AS AT 31/05/2016** \$-13,942.39

I REFER TO YOUR REQUEST OF THE 31/5/2016 REF: \_\_\_\_\_  
CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE LESSEE TO OBTAIN  
THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT TO A BACKDATED CHANGE  
DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS TENURE LEDGER.

< s.73

FOR DISTRICT MANAGER  
Department of Natural Resources and Mines

31, 5, 2016

\*\*\*\*\* END OF REPORT \*\*\*\*\*

# eLVAS Client Interaction Report

## For Interaction id: 1392275

### Contact Details

Business unit: State Land Asset Management  
Business context: Verbal (Outwards) Case  
Interaction method: Email  
Interaction date: 21-Jun-2016 11:00 AM  
Entered by: Geitz, Rhonda  
Reference: Shawn Ket

Contact with: Royal Queensland Yacht Squadron, Manly

### Documents

Document Type	Title	Received/Sent
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### Interaction Record History

Service Centre: Warwick

Associated to Case: 2014/000849

Revision No.: 0  
Updated by: Geitz, Rhonda  
Date: 27-Jun-2016  
Details: I rang Shawn Ket as requested. Shawn enquired what the RQYS was able to use the lease for and I responded very clearly for residential purposes only. Shawn then proceeded to ask me about the placement of small sailing vessels on the foreshore in front of the lease. I advised Shawn that I would investigate and find out under which authority the foreshore is controlled. Shawn advised that he would forward me an email with a picture of the type of vessels that RQYS which to place on the Deanbilla Bay foreshore.

### Assignment History

**Date assigned:** 27-Jun-2016  
**Assigned to:** Howard, Judith  
**Date required:**  
**Action required:** Interaction for Case Id 2014/000849  
**Date actioned:**  
**Action taken:**



# eLVAS Client Interaction Report

## For Interaction id: 1381384

### Contact Details

Business unit: State Land Asset Management  
Business context: Verbal (Outwards) Case  
Interaction method: Telephone  
Interaction date: 24-May-2016 3:07 PM  
Entered by: Geitz, Rhonda  
Reference: Shawn Ket

Contact with: Royal Queensland Yacht Squadron, Manly

### Documents

Document Type	Title	Received/Sent
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### Interaction Record History

Service Centre: Warwick

Associated to Case: 2014/000849

Revision No.: 0  
Updated by: Geitz, Rhonda  
Date: 24-May-2016  
Details: I rang Shawn Ket, General Manager, RQYS because he wished to speak with DNRM regarding the next steps after the lease has been transferred. I advised Shawn that as soon as the lease was transferred, DNRM would take action to prepare a brief for an extension to the term of the lease for 12 months. I explained that the extension would be under the same purpose, conditions and rent as is currently charged for the lease. I confirmed to Shawn that once the lease has been transferred I will arrange a meeting with the RQYS to discuss whether the clubs wishes to hold the land as leasehold or freehold and what options are available to the RQYS. Shawn was appreciative for the call.

### Assignment History

**Date assigned:** 24-May-2016  
**Assigned to:** Howard, Judith  
**Date required:**  
**Action required:** Interaction for Case Id 2014/000849  
**Date actioned:** 25-May-2016  
**Action taken:** Noted

# eLVAS Client Interaction Report

## For Interaction id: 1378492

### Contact Details

Business unit: State Land Asset Management  
Business context: Verbal (Outwards) Case  
Interaction method: Telephone  
Interaction date: 16-May-2016 12:25 PM  
Entered by: Howard, Judith  
Reference:

Contact with: s.73 , Sibelco Australia Limited, South Brisbane

### Documents

Document Type	Title	Received/Sent
---------------	-------	---------------

### Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 0

Updated by: Howard, Judith

Date: 16-May-2016

Details: Spoke with (Phone 3370 8654, Mobile )  
and she advised that she will be lodging the application for the  
term lease to be transferred to RQYS in the next few days, she  
also said that she would cc Diane McQuade into the email for the  
application lodgement.

### Assignment History

# eLVAS Client Interaction Report

## For Interaction id: 1367602

### Contact Details

Business unit: State Land Asset Management  
Business context: Verbal (Inwards) Case  
Interaction method: Telephone  
Interaction date: 11-Apr-2016 11:53 AM  
Entered by: McQuade, Diane  
Reference:

Contact with: Sibelco Australia Limited, Sydney

### Documents

Document Type	Title	Received/Sent
---------------	-------	---------------

### Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 0  
Updated by: McQuade, Diane  
Date: 11-Apr-2016

Details: Received a phone call today from s.73 from Sibelco, wanting to lodge the forms for the transfer of the Term Lease to RQYS. I advised that they will need the application forms, application fee and asked how is the transfer happening. She was unaware of any monies being paid for the transfer. I advised that generally a contract of sale will need to be provided with the application. said she will look into it further and let me know.

### Assignment History

**Date assigned:** 11-Apr-2016  
**Assigned to:** Howard, Judith  
**Date required:**  
**Action required:** Interaction for Case Id 2014/000849  
**Date actioned:** 11-Apr-2016  
**Action taken:** Noted

# eLVAS Client Interaction Report

## For Interaction id: 1347307

### Contact Details

Business unit: State Land Asset Management  
Business context: Verbal (Outwards) Case  
Interaction method: Telephone  
Interaction date: 3-Feb-2016 9:24 AM  
Entered by: Howard, Judith  
Reference:

Contact with: s.73 Sibelco Australia Limited, South Brisbane

### Documents

Document Type	Title	Received/Sent
---------------	-------	---------------

### Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 1

Updated by: Howard, Judith

Date: 3-Feb-2016

Details: Spoke with s.73 Lawyer for Sibelco she advised that Section 78B is now the manager for properties on Straddie and that he was looking into transferring the lease to the Royal Yacht Squadron, and will get be to the Department as so as possible to advised what is happening. Section 78B phone number is 02 9458 2926

Revision No.: 0

Updated by: Howard, Judith

Date: 3-Feb-2016

Details: Spoke with Lawyer for Sibelco she advised that Section 78B is now the manager for properties on Straddie and that he was looking into transferring the lease to the Royal Yacht Squadron, and will get be to the Department as so as possible to advised what is happening.

### Assignment History