

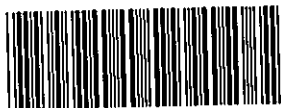
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QUEENSLAND

VOL. 7660 FOL. 163

VOL: S 7660 FOL: 163



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 Perpetual Country Lease No. 2593
 (Non-Competitive Lease)

PERPETUAL COUNTRY LEASE UNDER

THE LAND ACT 1962-1974

ELIZABETH THE SECOND, by the Grace of God, Queen of Australia, and Her other Realms and Territories, Head of the Commonwealth:-

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, TANGALOOMA PTY. LTD. in Our State of Queensland, in pursuance of the provisions of Section 210 of the Land Act 1962-1974, (hereinafter referred to as "the said Act"), is now entitled to a lease in Perpetuity of the Land described in the First Schedule endorsed on these presents: NOW KNOW YE that in consideration of the premises, and of the payment previous to the issue hereof of the prescribed deposit, survey fee, and value of the improvements, and in further consideration of the rental hereby reserved, WE, in pursuance of the said Act, DO HEREBY, for Us, Our Heirs and Successors, DEMISE AND LEASE unto the said TANGALOOMA PTY. LTD. (hereinafter with its successors in title designed "the Lessee"), and its lawful Assigns, all that parcel of land described in the First Schedule hereto, TO HOLD the same unto the Lessee and its lawful Assigns, in Perpetuity, from the First day of October in the year One thousand nine hundred and seventy-four with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisoes, penalties and forfeitures hereinafter particularly mentioned, and under and subject to the conditions and provisions in the said Act contained, and all other provisions of the said Act therein referred to, or any Amendment or Amendments of such provisions hereafter to be passed, or any Regulations made or which may hereafter be made under the said Act relating to Perpetual Country Leases: YIELDING AND PAYING unto Us, Our Heirs and Successors, on or before the First day of October in each and every year, during the first Ten Years the yearly rent or sum of One thousand five hundred dollars, and (subject to the provisions of the said Act), during each and every year of each succeeding period of Ten Years such yearly rent or sum as shall be determined by the Land Court as the yearly rent for such period, such payments to be made at the Office in Brisbane of the Department of Lands, or at any District Land Office, in Our State of Queensland, or at such other place as may from time to time be appointed by the Government of Our said State in Council: IT IS HEREBY expressly agreed and declared that this Lease is to be read and construed as if all the provisions of the said Act and Regulations, at any time in force, relating to Perpetual Country Leases were inserted in this Lease as covenants and conditions thereof: AND it is also declared and agreed and these presents are upon the express condition that the lease hereby granted shall be subject to the conditions set forth in the Second Schedule hereto: AND it is hereby further declared and agreed that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fails to observe or perform the terms, covenants, and conditions herein contained or referred to, or any of them, then, and in such case, this Lease shall be liable to be forfeited, and for such purpose the provisions of the said Act and Regulations, at any time in force, shall be applicable as if this Lease were the Perpetual Lease of a Selection thereunder: PROVIDED always and WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in the Mining Act 1968-1973) on and below the surface of the said Land, and all Mines of Gold and Minerals on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, the free right and privilege of access, including, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals or any of them, in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "The Petroleum Acts, 1923 to 1967"), on or below the surface of the said Land: AND also all rights of access for the purpose of searching

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for and for the operations of obtaining Petroleum in any part of the said Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency SIR COLIN THOMAS HANNAH, Air Marshal on the Retired List of the Royal Australian Air Force, Knight Commander of Our Most distinguished Order of Saint Michael and Saint George, Knight Commander of our Most Excellent Order of the British Empire, Companion of our Most Honourable Order of the Bath, Governor in and over the State of Queensland and its Dependencies in the Commonwealth of Australia, at Government House, Brisbane in Queensland aforesaid, this twenty-first day of November, in the twenty-third year of Our Reign and in the year of Our Lord One thousand nine hundred and seventy-four.

(SGD) COLIN THOMAS HANNAH.

F I R S T S C H E D U L E

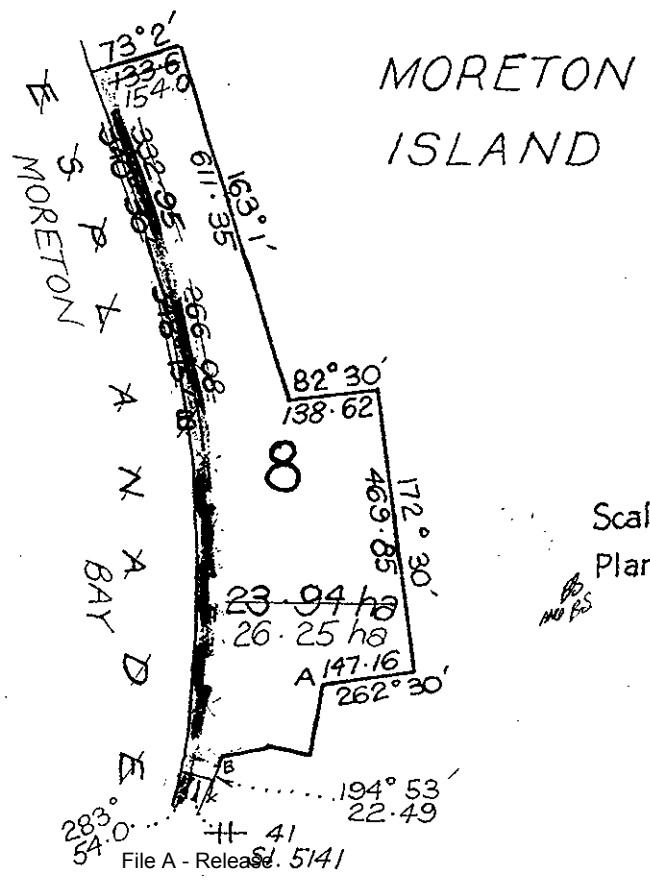
Perpetual Country Lease No. 2593 NCL

County: Stanley Parish: Tiffin

Lot Portion Eight on Plan Sl. 8209.

Area: ~~23.9~~ Hectares. 26.25 ha

193°	115.22
285°	68.42
257°	79.53
217°	12
283°	34.07
11° 20'	79.33
4° 26'	33.07
274° 26'	7.97
4° 26'	56.82
94° 26'	7.97
4° 26'	82.9
268°	10
358° 41'	45.63
86° 42'	10
356° 42'	116.02
267° 40'	10
357° 40'	26.1
87° 40'	10
357° 40'	114.15



Scale 1: 12500
Plan No. Sl. 7225
Sl. 8209

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SECOND SCHEDULE - Conditions -

The Lessee shall effect structural improvements on the leased land, to the satisfaction of the Minister, of a value of not less than \$100 000.00.

NOTE: Improvements effected on the leased land while such land was held as Special Lease No.31599 will be accepted as compliance with this condition.

The Lessee shall at all times provide and maintain on the leased land tourist accommodation and facilities to the satisfaction of the Minister and shall faithfully observe and perform all terms and conditions of any agreement entered into with the Director General of Tourist Services with respect to the Continued Conduct of a tourist resort on the leased land.

Officers of the State Government shall at all times have the right of free and unrestricted access to, from and across the leased land for the purpose of erecting and/or maintaining navigation marks on the leased land.

Any lights displayed in buildings erected on the leased land which, in the opinion of the Portmaster, would conflict with navigation marks, shall be effectively screened.

Released by DNRM under the RTI Act 2009

Subject to all such subleases as are endorsed hereon and to such sub-subleases as are for the time being entered in the Registers kept in the Office of Brisbane of the Department in terms of Section 227 of the Land Act,

John
A/Registrar of Dealings.

Consequent upon the inclusion of an area of Crown land in the within-described holding, His Excellency the Governor in Council, by Order in Council dated the 17th day of March, 1977 and amended by Order in Council 7th April, 1977, has directed that the relative lease be amended: the area of the said holding is thereby about 26.25 hectares, and the annual rent \$1,680.00 as from the 28th June, 1976.

F. PYNE
Registrar of Dealings.

TRANSFER of the Lessee's Interest in the within-described holding to MORRISON ISLAND SYNDICATE PTY. LTD.

Registered: 29 MAR 1978
R. BERRY
Registrar of Dealings.

In pursuance of the Companies Act 1961-1975 the name of the Lessee Company in respect of the within-described holding has been changed to TANGALOONA-MORRISON ISLAND PTY. LTD.

Registered: 7 SEP 1979
John
Registrar of Dealings.

TRANSFER of the Lessee's Interest in the within-described holding to SIRATA TITLE CONSTRUCTIONS PTY. LTD.

Registered: 26 FEB 1981
John
Registrar of Dealings.

In pursuance of the Companies Act 1961-1981 the name of the Lessee company in respect of the within-described holding has been changed to TANGALOONA ISLAND RESORT PTY. LTD.

Registered: 5 AUG 1981
John
Registrar of Dealings.

MORTGAGE No. 203599 from Tangaloona Island Resort Pty. Ltd. to WESTPAC BANKING CORPORATION securing advances as therein set forth.

Registered: 5 AUG 1983
John
Registrar of Dealings.

SUBLEASE No. 8821 of part of the within-described holding for the term commencing 1st January, 1984 to 31st December, 2082.
Registered: 4 JUN 1984
John

SUBLEASE No. 8822 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984
John

SUBLEASE No. 8823 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8824 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

RTJ 16-388
Registered: 4 JUN 1984

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SUBLEASE No. 8825 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8826 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8827 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8828 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8829 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

SUBLEASE No. 8830 of part of the within-described holding for the term commencing 1st January, 1984 until the 31st December, 2082.
Registered: 4 JUN 1984

IN terms of Regulation 41A (1) of the Land Regulations, the description of the Land comprised in the within lease is amended to lot 8 on plan 51.8209.

John
Registrar of Dealings.

IN pursuance of the Companies Act 1961-1981 the name of the Lessee Company in respect of the within-described holding has been changed to TANGALOONA ISLAND RESORT LIMITED.

Registered: 17 OCT 1984
John
Registrar of Dealings.

SUBLEASE No. 8943 of part of the within-described holding for the term commencing 1st September, 1984 until the 30th June, 2083.
Registered: 17 OCT 1984

SUBLEASE No. 9067 of part of the within-described holding for a term from 1st April, 1985, to 30th June, 2083.

Registered: 14TH MAY, 1985
John
Registrar of Dealings.

SUBLEASE No. 9505 of part of the within-described holding for a term from 19th November, 1986 to 30th June, 2083.

Registered: 4 DEC 1986
Registrar of Dealings.

SUBLEASE No. 9630 of part of the within-described holding for a term from 20th July, 1987 to 30th June, 2083.

Registered: 5 AUG 1987

SUBLEASE No. 9895 of part of the within-described holding for a term from 4th October, 1988 to 30th June, 2083.

Registered: 9 DEC 1988
John

SUBLEASE No. K735108X of Lot Z on Plan SL810334
withindescribed holding for a term from
1 July, 1991 to 30 June 2090

Registered: 27 Nov 1991

SUBLEASE No. K735109B of Lot Y on Plan SL810334
withindescribed holding for a term from
1 July, 1991 to 30 June, 2090

Registered: 27 Nov 1991

SUBLEASE to Tangalooma Finance
Pty. Ltd.
.....
.....
OVER PART (LOT W on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266031F
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT U on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266045Y
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT X on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266032H
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT Q on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266054E
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT S on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266033K
PRODUCED 13 NOV 1992
REGISTERED - 6 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT V on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266056J
PRODUCED 13 NOV 1992
REGISTERED - 6 JAN 1993

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT T on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266036T
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to BRYAN WALTER LOUKS
AND SHEILA ANN LOUKS AS
JOINT TENANTS
.....
.....
OVER PART (LOTS G1 AND G2 ON CROWN PLAN 859236)
From 1 FEB 1994 to 31 JAN 2093
SUBLEASE No. L944445V
PRODUCED 4 MAY 1994
REGISTERED 16 JUN 1994

SUBLEASE to TANGALOOMA FINANCE
PTY. LTD.
.....
.....
OVER PART (LOT R on CROWN PLAN 845074)
From 1 JUL 1992 to 30 JUN 2090
SUBLEASE No. L266040K
PRODUCED 13 NOV 1992
REGISTERED - 8 JAN 1993

SUBLEASE to Hillcote Pty. Ltd.
as trustee for The A.G. Hunkin
Family Trust
.....
.....
over part (Lots G4 and G8 on
Crown Plan 859236)
From 21 Mar 1994 to 20 Mar 2093
SUBLEASE No. L944454B
PRODUCED 4 May 1994
REGISTERED 16 JUN 1994

Registered 06.9.94

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SUBLEASE to SIMEON JOHN CARTER
Over part (Lots G3 and G7 on CP 859236)
From 10 MAY 1994 to 9 MAY 2093
SUBLEASE No. 700010634
PRODUCED 30 MAY 1994
REGISTERED 13 DEC 1994 *Leada*

SUBLEASE to Simeon John Carter
Over Part (lots G2 and G6 on CP 859236)
From 12 SEP 1994 to 11 SEP 2093
SUBLEASE No. 700323854
PRODUCED 3 NOV 1994
REGISTERED 13 DEC 1994 *Leada*

Memorandum of Mortgage to Suncorp Building Society Limited
OVER SUBLEASES 700323854
AND 700010634 ONLY
No. 700323874
PRODUCED 3 NOV 1994
REGISTERED 13 DEC 1994 *Leada*
REGISTRAR OF TITLES

SUBLEASE to SIDNEY PATRICK CHRISTENSEN AND KAREN FRANCES CHRISTENSEN AS TENANTS IN COMMON IN EQUAL INTERESTS
OVER PART KNOWN AS LOTS H1 AND H5 ON CP 880789
From 10 NOV 1994 to 9 NOV 2093
SUBLEASE No. 700343784
PRODUCED 15 NOV 1994
REGISTERED 13 DEC 1994 *Leada*

SUBLEASE to Desmond Albert Rosenlund and Dianne Janelle Rosenlund as joint tenants
Over part (Lots H2 and H6 on CP 880789)
From 13 Jan 1995 to 12 Jan 2094
SUBLEASE No. 700537272
PRODUCED 6 Mar 1995
REGISTERED 13 JUN 1995 *Leada*

SUBLEASE to Kerry Lea Glowney as Trustee for Sunshine Trust
Over part (Lots H3 and H7 on CP 880789)
From 3 Jan 1995 to 2 Jan 2094
SUBLEASE No. 700534812
PRODUCED 3 Mar 1995
REGISTERED 13 JUN 1995 *Leada*

SUBLEASE to Robert David Hall
Over part (Lots H8 and H4 on CP 880789)
From 12 Mar 1995 to 11 Mar 2094
SUBLEASE No. 700568079
PRODUCED 23 Mar 1995
REGISTERED 20 JUN 1995 *Leada*

SUBLEASE to David Aiken Paterson and Iris Beverley Paterson as joint tenants
Over lots J6 and J12 on CP 890827
From 7 Jun 1995 to 6 Jun 2094
SUBLEASE No. 700703089
PRODUCED 16 Jun 1995
REGISTERED 12 JUL 1995 *Leada*

SUBLEASE to Ailsa Ethel Dutton and Peter Charles Uhlmann as trustees of the Orladeen Superannuation Fund No 1, The Orladeen Superannuation Fund No 2 and The P.C. Uhlmann Superannuation Fund
Over part (Lots J3 and J9 on CP 890827)
From 7 Jun 1995 to 6 Jun 2094
SUBLEASE No. 700692357
PRODUCED 8 Jun 1995
REGISTERED 13 SEP 1995 *Leada*

SUBLEASE to Villafern Pty Ltd
Over part (Lots J1 and J7 on CP 890827)
From 7 Jun 1995 to 6 Jun 2094
SUBLEASE No. 700692724
PRODUCED 8 Jun 1995
REGISTERED 13 SEP 1995 *Leada*

Schedule of proposed Perpetual Lease under Section 210
of the Land Act 1962 to 1974

Lessee: Tangalooma Pty. Ltd.
Land Agents District: Brisbane
Land: portion 8, parish of Tiffin
Area: 23.94 hectares
Annual rent: \$1500.00 per annum (leased on a Capital Value of
\$50000.00) for the first period of 10 years.

SPECIAL CONDITIONS:

1. The lessee shall effect structural improvements on the leased land, to the satisfaction of the Minister, of a value of not less than \$100000.00.

NOTE: Improvements effected on the land while such land was held as Special Lease No. 31599 will be accepted as compliance with this condition.

2. The lessee shall at all times provide and maintain on the leased land tourist accommodation and facilities to the satisfaction of the Minister and shall faithfully observe and perform all terms and conditions of any agreement entered into with the Director General of Tourist Services with respect to the Continued Conduct of a tourist resort on the leased land.
3. Officers of the State Government shall at all times have the right of free and unrestricted access to, from and across the leased land for the purpose of erecting and/or maintaining navigation marks on the leased land.
4. Any lights displayed in buildings erected on the leased land which, in the opinion of the Portmaster, would conflict with navigation marks, shall be effectively screened.

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Special Lease No. 31599



QUEENSLAND

Lease for Special Purposes, under Section 203(a) of "The Land Acts, 1962 to 1967"

Elizabeth the Second, by the Grace of God, of the United Kingdom, Australia, and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith: -

To All to whom these Presents shall come, Greeting:

Whereas

TANGALOOKA PTY. LTD.

has made application for a lease under the provisions of Section 203(a) of "The Land Acts, 1962 to 1967" (hereinafter referred to as "the said Acts") of the Land hereinafter described: AND WHEREAS the Governor of Our State of Queensland, with the advice of the Executive Council thereof, has granted such application, and has agreed to issue a Lease of the said Land in Our name for the term, at the rent, and upon and subject to the conditions hereinafter mentioned: NOW KNOW YE that in consideration of the premises, and of the rent, reservations, and conditions hereinafter reserved and contained, WE, in pursuance of the said Acts,

DO HEREBY for Us, Our Heirs and Successors, Demise and Lease unto the said TANGALOOKA PTY. LTD.

(hereinafter with its Successors in title designated "the Lessee"), and its lawful Assigns, for Industrial (Tourism) purposes

ALL that parcel of Land particularly described in the First Schedule endorsed on these Presents TO HOLD the same unto the Lessee and its lawful Assigns for and during the term of Thirty years, to be computed from the First day of January, One thousand

nine hundred and sixty-seven with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisos, penalties, and forfeitures hereinafter particularly mentioned or referred to, or contained in or prescribed by the said Acts, and to the conditions, reservations, and provisos in "The Mining on Private Land Acts, 1909 to 1965," and "The Petroleum Acts, 1923 to 1962," or any Regulations made or which may hereafter be made under the aforesaid Acts, or any of them: YIELDING AND PAYING unto Us, Our Heirs and Successors, subject to the provisions of the said Acts for the first period of ten years of the said term the yearly rent of Two hundred dollars and for the remaining two periods of ten years each, such yearly rent as shall be determined by the Land Court.

such rent to be paid at the Office in Brisbane of the Department of Lands, or at any District Land Office, in Our said State, or at such other place as may from time to time be appointed by the Governor of Our said State in Council, on or before the First day of January in each and every year of the said term: AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED that the Lessee shall not in any way assign or sublet the said Land, or any part thereof, or grant to any person the right of occupation or tenancy to, over, or upon the said Land, or any part thereof, or of any structure or building erected thereon, without the consent in writing of the Minister for Lands for the time being of Our said State first had and obtained: AND IT IS ALSO DECLARED AND AGREED and these Presents are upon the express condition, that the Lease hereby granted shall be subject to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee make default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fail to observe and perform the terms, stipulations, agreements, and conditions herein and in the Second Schedule contained or referred to, or any of them, then, and in such case, this Lease shall be liable to be forfeited. AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, the full and free right to take and remove any Indigenous Timber growing thereon, and all other Materials being the natural products of the said Land, or being within, upon, or under the same, which may at any time hereafter be required for the construction or repair of any Public Works: AND ALSO, the right of full and free ingress, egress, and regress, into, upon, over, and out of the said Land for the several purposes aforesaid: PROVIDED ALWAYS AND WE DO HEREBY RESERVE unto us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "The Mining on Private Land Acts, 1909 to

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1965") on and below the surface of the said Land, and all Mines of Gold and Minerals on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or M^{ts} of Gold and Minerals, or any of them, in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "The Petroleum Acts, 1923 to 1962"), on or below the surface of the said Land: AND ALSO all rights of access for the purpose of searching for and for the operations of obtaining Petroleum in any part of the said Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.

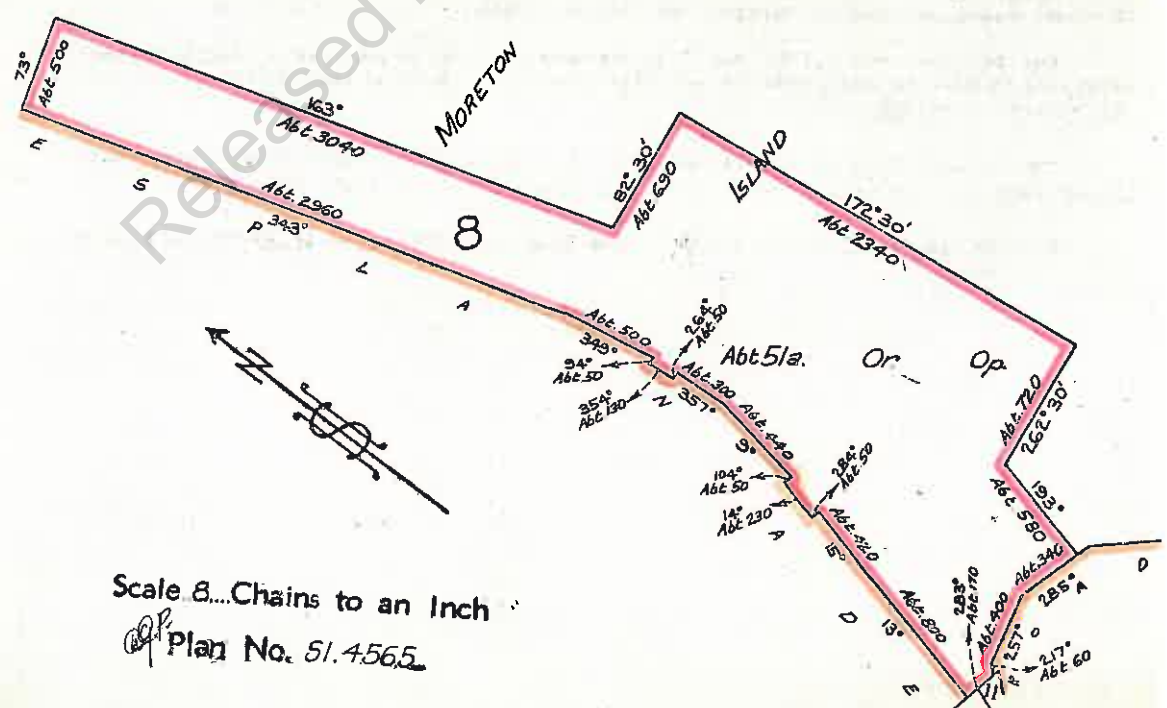
WITNESS Our Trusty and Well-beloved His Excellency the Honourable
 SIR ALAN JAMES MANSFIELD, Knight Commander of Our Most
 Distinguished Order of Saint Michael and Saint George, Governor
 in and over Our State of Queensland and its Dependencies, in the
 Commonwealth of Australia, at Government House, Brisbane, in

Queensland aforesaid, this seventy-ninth day
 of February, in the seventeenth year
 of Our Reign and in the year of Our Lord One thousand nine
 hundred and sixty- eight.

Alan Mansfield

FIRST SCHEDULE

SPECIAL LEASE NO. 31599 DISTRICT: Brisbane
 COUNTY: Stanley PARISH: Tiffin PORTION: Eight
 AREA: About Fifty-one acres.



SECOND SCHEDULE

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(Conditions)

The right of resuming the whole or any part of the leased land at any time, on giving six months' notice and compensating for improvements only, shall be reserved to the Crown.

No compensation for improvements or developmental works shall be payable by the Crown at the expiration of the term of the lease, but the Lessee shall have the right to remove moveable improvements within a period of three months, provided all moneys due by the Lessee to the Crown on any account whatsoever have been paid.

The Lessee shall not at any time destroy any tree upon the leased land without the prior permit in writing of the Land Commissioner or contrary to any of the terms and conditions of such permit.

The Lessee shall 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 Mining Acts, 1898 to 1967") or other material upon the leased land without the permission of the Minister except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under "The Forestry Acts, 1959 to 1964".

The Lessee shall allow any person authorised under "The Forestry Acts, 1959 to 1964" 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.

Any required survey to be made at the expense of the lessee.

The lessee shall maintain the leased land free from noxious plants.

① The lessee shall within two years from the commencement of the term of the lease and to the satisfaction of the Minister for Lands, effect improvements on the leased land to a value of not less than \$100,000 and thereafter maintain.

② The lessee shall within two years from the commencement of the term of the lease, establish an industry connected with tourism and thereafter maintain.

③ The lessee shall at all times faithfully observe and perform all terms and conditions of the agreement to be entered into with the Director General of Queensland Tourist Services with respect to the conduct of a Tourist resort on the leased land.

④ No vegetation, except on areas specifically required for constructional purposes, shall be destroyed.

⑤ Officers of the State Government shall at all times have the right of free and unrestricted access to, from and across the leased land for the purpose of erecting and or maintaining navigation marks on the leased land.

⑥ Any lights displayed in buildings erected on the leased land, which, in the opinion of the Portmaster, would conflict with navigation marks, shall be effectively screened.

⑦ The lessee shall at all times allow free and unrestricted access across the leased land with or without vehicles to and from Dredging Claim No. 33

⑧ The provisions of Section 207 of the Land Acts shall not apply to this lease.

Transfers, Mortgages, Etc., Registered

Mortgage No. 141227 from Tangalooma
 Pty. Ltd. to August 1973
 THE NATIONAL BANK OF AUSTRALASIA LIMITED
 securing advances as therein set forth.
 Registered 5.3.1974
 Sec. 284 For Secretary Land Administration Commission

Mortgage No. 169821 from Tangalooma
 Pty. Ltd. to 73
 Australia and New Zealand Banking Group
 securing advances as therein set forth.
 Registered 4 DEC 1972
 Registrar of Dealings

Mortgage No. 170466 from Tangalooma
 Pty. Ltd. to
 The Commercial Bank of Australia Limited
 securing advances as therein set forth.
 Registered 4 MAY 1973
 Registrar of Dealings

Mortgage No. 170645 from Tangalooma
 Pty. Ltd. to
 Gregory Cavill
 securing advances as therein set forth.
 Registered 14 MAY 1973
 Registrar of Dealings

SURRENDER

Registered: 30-9-74

[Signature]
 Registrar of Dealings

Released by DNRM under the RTI Act 2009