MOUNT ISA SOUTH EXPLORATION AREA REGIONAL INTEREST DEVELOPMENT APPROVAL - MINOR AMENDMENT

SUPPORTING INFORMATION REPORT

Prepared by:

HANSEN BAILEY Level 15, 215 Adelaide Street Brisbane QLD 4000

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For:

Anglo American Exploration (Australia) Pty Ltd 201 Charlotte Street Brisbane QLD 400

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MOUNT ISA SOUTH EXPLORATION AREA REGIONAL INTERESTS DEVELOPMENT APPROVAL - MINOR AMENDMENT SUPPORTING INFORMATION REPORT

for Anglo American Exploration (Australia) Pty Ltd

1 INTRODUCTION

Anglo American Exploration (Australia) Pty Ltd (AAEA) is proposing to undertake an exploration program within the Mt Isa South Exploration Area. The exploration area covers approximately 720,000 ha and is made up of 23 contiguous Exploration Permit Minerals (EPMs). The exploration area is located approximately 190 km south of Mount Isa and approximately 9 km west of Boulia, in North Queensland (Figure 1).

The aim of the current exploration program is to undertake an initial investigation of mineral resources within the exploration area. The key mineral being targeted for the initial exploration program is copper.

Approximately 249,000 ha of the exploration area is located within the Channel Country Strategic Environmental Area (SEA) (Figure 2). The entire extent of the SEA within the exploration area is a designated precinct. The SEA is an area of regional interest protected under *the Regional Planning Interests Act 2014* (RPI Act). The RPI Act requires a Regional Interests Development Approval (RIDA) for any resource activities, including exploration activities, carried out within a SEA.

AAEA were granted a RIDA (RPI19/004) for the current exploration program on 11 November 2019. AAEA commenced exploration within the SEA in January 2020 however works ceased in February 2020 due to the COVID-19 pandemic.

An amendment to the existing RIDA is now required to increase the Magnetotelluric (MT) survey site disturbance footprint and to include Gravity Surveys. Further detail on these changes and the required amendments to the RIDA are discussed in Section 4.

AAEA had a pre-lodgement meeting with the Department of State Development, Tourism and Innovation (DSDTI) and the Department of Environment and Science (DES) on 21 August 2020. DSDTI confirmed that AAEA's proposed amendments to the RIDA were likely to be a minor amendment. During the pre-lodgement meeting, AAEA requested that the amendment process not require public exhibition for the following reasons:

- The original application for the current RIDA was publicly notified in September 2019 and no submissions were received;
- The proposed amendments relate to very low impact activities with a minor increase (less than 2%) in the total approved disturbance area; and
- Due to the COVID-19 pandemic, AAEA has lost significant time and needs to recommence the exploration activities by mid to late September 2020.

DSDTI confirmed in the pre-lodgement meeting that the project was unlikely to require public exhibition, however this determination is at the discretion of the Minister in accordance with Section 55(2).

AAEA were also granted an Environmental Authority (EA) amalgamation on 18 September 2019 and an Estimated Rehabilitation Cost (ERC) on 7 November 2019. AAEA has confirmed that neither the EA nor the ERC require an amendment for the changes in the exploration program.

Hansen Bailey has prepared this report, on behalf of AAEA, in support of the RIDA amendment application for the Mt Isa South exploration program.

2 EXPLORATION AREA TENURE AND PROPERTY TITLES

2.1 TENURE

The exploration area comprises the Exploration Permit Minerals (EPMs) shown in Table 1. The location of the EPMs and the extent of the Channel Country SEA are shown in Figure 2.

Table 1

Mt Isa South Exploration Area - EPMs

Tenure	Tenure	Tenure
EPM26779	EPM26787	EPM26795
EPM26780 EPM26788		EPM26796
EPM26781	EPM26789	EPM26921
EPM26782	EPM26790	EPM26962
EPM26783	EPM26791	EPM26963

Tenure	Tenure	Tenure
EPM26784 EPM26792		EPM26964
EPM26785	EPM26793	EPM26965
EPM26786	EPM26794	

2.2 PROPERTY TITLES

The land titles within Channel Country SEA and the Mt Isa South exploration area are listed in Table 2 and the detailed title searches can be found in Appendix A. The properties and associated easements are shown in Figure 3. AAEA is not the landholder for any of the properties. There have been minor changes to the properties within the SEA since the original RIDA, including the removal of Lot 1 GI2 and Lot 3 WI25 and the addition of Lot 3 WI39. These changes are also reflected in Table 3 and Table 8.

Table 2

Mt Isa South Exploration Area – Property Titles within the Channel Country SEA

Lot	Plan	Lease Type	Landholders/Trustees	Easements and Encumbrances	Postal Address
1	GI4	Water Supply	Boulia Shire Council	Nil	18 Herbert St Boulia QLD 4829
1	MW7	Pastoral Lease	MILKAMUNGRA PASTORAL COMPANY PTY LTD	Nil	Pollygammon Station 599 Toolebuc Road Boulia Qld 4829
3416	SP276149	Pastoral Lease	M Beauchamp	Nil	Stockport Station Boulia Qld 4829
3	SP263939	Pastoral Lease	Napco – Sublease NAPC	NATURE REFUGE NOTING No 708722924 (Stock Route)	North Australian Pastoral Co P/L, GPO Box 319 Brisbane Qld 4001
3	WI30	Stock Dip	Boulia Shire Council	Nil	18 Herbert St Boulia Qld 4829
4171	PH133	Pastoral Lease	G.B Hacon	Nil	PMB 50 Kallalla Station Mt Isa Qld 4825
4	WI62	Grazing- Reserve, Road or Stock Route	E & A Britton	Nil	Goodwood Station Boulia Qld 4829
7	WI63	Camping and Water	Boulia Shire Council	Nil	18 Herbert Street Boulia Qld 4829

Lot	Plan	Lease Type	Landholders/Trustees	Easements and Encumbrances	Postal Address
11	GI844080	Pastoral Lease	V & B McGlinchey	Nil	Badalia Station Boulia Qld 4829
12	WI18	Pastoral Lease	E & A Britton	Nil	Goodwood Station Boulia Qld 4829
47	SP255117	Pastoral Lease	G.B Hacon	Nil	PMB 50 Kallalla Station Mt Isa Qld 4825
1	WI26	Pastoral Lease	E & A Britton	Nil	Goodwood Station Boulia Qld 4829
2	WI20	Pastoral Lease	Portborough PTY LTD	Nil	PO Box 8082 Brunswick East Vic 3057
3	WI39	Pastoral Lease	Portborough PTY LTD	Nil	PO Box 8082 Brunswick East Vic 3057

3 APPROVED EXPLORATION ACTIVITIES

The current RIDA lists the approved resource activities and disturbance areas (Table 3) that can be carried out within the SEA and includes the definitions for each resource activity (Table 4).

Table 3
Approved Resource Activities - Mt Isa South

Area of regional	Location	Resource activity	Area of disturbance
interest			(m²)
Channel Country	Lot 1 GI4, Lot 1 MW7,	Magnetotelluric survey	10.8
Strategic	Lot 3416 SP276149,	Passive Seismic	1.3
Environmental Area	Lot 3 SP263939, Lot 3	Survey	
(Designated precinct)	WI30, Lot 4171 PH133,	Controlled source	81
(SEA)	Lot 4 WI62, Lot 7 WI63,	electromagnetic	
	Lot 11 GI844080, Lot	survey	
	12 WI18, Lot 47	Exploration boreholes	
	SP255117, Lot 1 WI26,	Access tracks	3,300
	Lot 2 WI20, Lot 3 WI39	Drill pads	6,400
		Total	9,793.1

Table 4
Definitions of Approved Resource Activities - Mt Isa South

Resource Activity	Definition
Magnetotelluric survey	216 auger holes in the SEA, 250 mm in diameter and 700 mm deep
	(0.05 m²/hole), using hand augers;
	Backfilling of the auger holes following the completion of survey; and
	Disturbance area of 10.8 m² in the SEA.
Passive seismic survey	26 auger holes along the survey line in the SEA, 250 mm in diameter
	and 400 mm deep (0.05 m²/hole), using hand augers;
	Backfilling of the auger holes following the completion of the survey;
	12.8 km of the PS line in the SEA on a previously established State
	seismic line; and
	Disturbance area of 1.3 m² in the SEA.
Controlled source	• 12 transmitter pits in each of the three survey areas in the SEA,
electromagnetic survey	approx. 1.5 m x 1.5 m and up to 500 mm deep (2.25 m²/pit);
	100 receiver stations per survey area, with vertical coils installed to a
	depth of approx. 700 mm;
	Backfilling of the pits following the completion of the survey; and
	Disturbance area of 81 m² in the SEA.
Exploration boreholes	Drilling up to four exploration boreholes in the SEA, approx. 150 mm
	in diameter and ranging from 700 m to 1,500 m deep;
	Up to four 40 m x 40 m drill pads;
	Access tracks, approx. 3 m wide with a length of 1.1 km in the SEA;
	Drilling fluid contained in temporary sumps, stored in accordance with
	Australian Standards; and
	Disturbance area of 9,700 m² in the SEA.

4 PROPOSED AMENDMENTS

An amendment to the existing RIDA is required to increase the MT Survey disturbance area and to include Gravity Surveys. These amendments are discussed in detail in the following sections.

4.1 MAGNETOTELLURIC SURVEYS

An MT Survey is a non-invasive geophysical technique that measures the time-variations in the natural electromagnetic (EM) fields at the surface of the Earth. The natural EM fields are always present and can be measured with MT equipment. MT Survey stations are accessed via light vehicle (e.g. Toyota Land cruiser) and no access tracks are required to be constructed. Small holes are then dug with basic tools to make good contact with the ground and to stabilize the magnetic coils. No transmitters or electrical generators are required and the largest power source is a car battery that powers a data logger.

The current approved MT Survey covers an area of approximately 187,000 ha of SEA which includes 216 auger holes (Figure 4). Each auger hole is approximately 250 mm in diameter and 700 mm deep. The total approved disturbance area in the SEA for MT Surveys is 10.8 m².

AAEA are now proposing to conduct MT Surveys using an improved survey technique which assesses the natural EM fields on three axis instead of one axis and therefore provides additional data. The equipment required for the improved MT Survey technique is shown in Diagram 1 and Photograph 1.

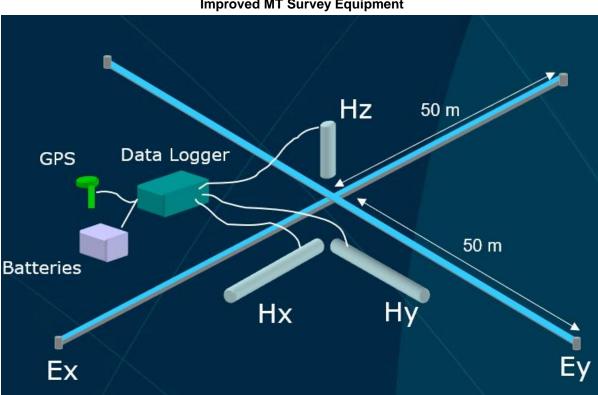
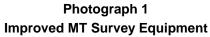


Diagram 1
Improved MT Survey Equipment





The improved MT Survey technique involves:

• Five electrodes installed at the ends of 100 m of wire to construct electric field dipoles that measure the two horizontal components of the electric field (Ex and Ey). Each electrode is approximately 250 mm in diameter and 250 mm long (Photograph 2).

Photograph 2 Electrodes



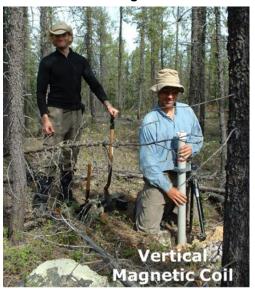
 Two horizontal magnetometer coils to measure the two horizontal components of the magnetic field (Hx and Hy). Each horizontal magnetometer coil is approximately 1.2 m long, 25 mm wide and 250 mm long (Photograph 3).



Photograph 3
Horizontal Magnetic Coil

 One vertical magnetometer coil to measure the vertical component of the magnetic field (Hz). The vertical magnetometer coil is approximately 250 mm in diameter and 700 mm long (Photograph 4).





The amended MT Survey has the same aerial coverage (approximately 187,000 ha) and number of survey sites (216) as the approved exploration activities within the SEA (Figure 4). However, the total MT Survey disturbance area in the SEA will increase to 194.4 m².

4.1.1 Potential Impacts

The amendments to the MT Survey will result in a minor increase in total disturbance area. There will be an approximate 183.6 m² increase in the disturbance area for the MT Survey within 187,000 ha which equates to less than a 2% increase in approved disturbance area.

The location of individual survey sites are flexible and will be moved in accordance with the approved RIDA conditions to avoid the following:

- Sensitive features such as drainage lines, surface water area, riparian vegetation, mature trees, etc. (in accordance with RIDA Condition 3);
- Wetlands (in accordance with RIDA Condition 4); and
- No direct or indirect impacts on Groundwater Dependent Ecosystems (GDEs) (in accordance with RIDA Condition 7).

Activities will only be undertaken during dry periods and will not be undertaken in water (as per RIDA Condition 2). All survey sites will be rehabilitated after approximately 24 hrs of data collection (as per RIDA Condition 13). AAEA will record pre-disturbance, post-reinstatement and post-restoration conditions and supply the records to the DSDTI (as per RIDA Condition 14). There are no additional management measures required and no potential for any significant additional impacts due to the changes in the MT Survey technique.

4.2 GRAVITY SURVEY

Gravity Surveys are a completely non-invasive geophysical technique that measure the Earth's gravitational field. The gravitational fields are always present and can be measured with a gravimeter. AAEA use a Utility Terrain Vehicle (UTV) to reach survey sites and no access tracks are required to be constructed (Photograph 5).

Photograph 5
Gravimeter and Utility Terrain Vehicle



The position and elevation of the Gravity Survey site are measured very accurately with differential GPS (DGPS) (Photograph 6).



Photograph 6
Differential GPS

The gravimeter is then placed on the ground and levelled by adjusting its legs, a button is then pressed to record the gravity value (Photograph 7).



Photograph 7
Gravimeter Operation

The Gravity Survey will cover the entire exploration area including the SEA (Figure 4). There will be approximately 2,180 Gravity Survey sites on a 1 km grid within the SEA. There will be no ground disturbance at any Gravity Survey sites (Photograph 7) and no new access tracks are required.

4.2.1 Potential Impacts from the Gravity Survey

The Gravity Survey will not result in any site disturbance. The location of individual survey sites are flexible and will be moved to avoid:

- Sensitive features such as drainage lines, surface water area, riparian vegetation, mature trees, etc. (in accordance with RIDA Condition 3);
- Wetlands (in accordance with RIDA Condition 4); and
- No direct or indirect impacts on Groundwater Dependent Ecosystems (GDEs) (in accordance with RIDA Condition 7).

Activities will only be undertaken during dry periods and will not be undertaken in water (as per RIDA Condition 2). Given the low impact nature of the Gravity Surveys, there are no additional management measures required and no potential for any significant impacts.

4.3 TIMING

The exploration program is planned to be completed in 2020 prior to the onset of the wet season. All exploration activities will cease following the first significant rainfall in the wet season. Any activities not able to be completed in 2020 will be completed in 2021 following the end of the wet season.

5 CHANNEL COUNTRY ENVIRONMENTAL ATTRIBUTES, IMPACTS AND MITIGATION MEASURES

The environmental attributes of the Channel Country SEA are identified in Section 7 of the *Regional Planning Interests Regulation 2014.* The entire Channel Country SEA included in the project area is a designated precinct. The environmental attributes of the Channel Country SEA are:

- The natural hydrologic processes of the area characterised by;
 - Natural, unrestricted flows in and along stream channels and the channel network in the area;
 - Overflow from stream channels and the channel network onto the flood plains of the area, or the other way;
 - Natural flow paths of water across flood plains connecting waterholes, lakes and wetlands in the area; and
 - Groundwater sources, including the Great Artesian Basin and springs, which support waterhole persistence and ecosystems in the area.

- The natural water quality in the stream channels and aquifers and on flood plains in the area; and
- The beneficial flooding of land that supports flood plain grazing and ecological processes in the area.

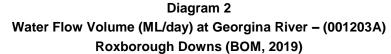
The following sections describe the channel country environmental attributes within the Mt Isa South exploration area, and the potential impacts and mitigation measures for the proposed exploration activities.

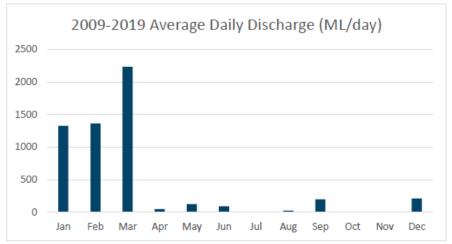
5.1 NATURAL HYDROLOGIC PROCESSES

5.1.1 Description

The Georgina, Hamilton and Burke Rivers and their alluvial flood plains traverse the southern portion of the exploration area and join at the southern end of the exploration area (Figure 4). There are two gauging stations on the Burke (001202A) and Georgina (001203A) rivers upstream of the exploration area. The flow monitoring data from the gauging stations confirms that the rivers are ephemeral with peak flow occurring during February to April (Diagram 2 and Diagram 3).

These rivers are typically dry for extended periods during the dry season and during periods where there is no significant rainfall in the upstream catchment areas. The rivers flow only following significant rainfall in the upstream catchments. The river channels consist of numerous braided streams and wide shallow floodplains.





Roxborough Downs (BOM, 2019)

2009-2019 Average Daily Discharge
(ML/day)

10000.0

8000.0

4000.0

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Diagram 3
Water Flow Volume (ML/day) at Burke River - (001202A)
Roxborough Downs (BOM, 2019)

Government mapping indicates there are numerous watercourses, as defined under the *Water Act 2000*, potential wetland areas and areas of potential groundwater dependent ecosystems within the braided river channels (Figure 5).

The exploration area is located within the Great Artesian Basin and Other Regional Aquifers (GABORA) water plan area.

The exploration area is likely to underlain by multiple aquifer systems. There are no groundwater dependent ecosystem springs mapped within, or in close proximity to, the exploration area.

There are numerous shallow stock watering bores within the exploration area. These are typically less than 50 m deep and source the shallow alluvial aquifers.

5.1.2 Potential Impacts and Mitigation Measures

The amended exploration activities are not expected to have any significant impact on the natural hydrologic processes of the Channel Country SEA. The amended exploration activities will only occur in the Channel Country SEA during the dry season when there are no significant flows in the rivers.

The amended exploration activities will not obstruct any flow paths. The disturbance areas associated with the amended exploration activities in the SEA are very small (total of approximately 1 ha). Proposed disturbance sites will be inspected prior to commencement of any activities and will be relocated, if necessary, to avoid any sensitive hydrologic or related

features. These would include drainage channels, waterholes, wetlands and any significant areas of vegetation. The exploration activities are temporary and short term. All disturbed areas will also be rehabilitated immediately following the completion of activities.

Due to the limited disturbance areas, timing of the amended exploration work in the dry season, and avoidance of sensitive features and rehabilitation of disturbed areas, no impacts are anticipated to the natural hydrologic processes of the Channel Country SEA as a result of amendments to the exploration activities.

5.2 BENEFICIAL FLOODING

5.2.1 Description

As discussed in Section 5.1.1, the Channel Country SEA includes reaches of the Georgina, Hamilton and Burke rivers and their floodplains. These rivers and their floodplains can flow for extended periods following significant rainfall in the upstream catchments. The floodplain areas support both cattle grazing and ecological processes.

5.2.2 Potential Impacts and Mitigation Measures

As discussed in Section 5.1.2, the amended exploration activities will be conducted in the dry season when there are no significant flood flows.

Disturbance areas will also be located to avoid surface water features and will be rehabilitated immediately flowing the completion of activities. The amended exploration activities will therefore have no effect on beneficial flooding within the Channel Country SEA.

5.3 WATER QUALITY

5.3.1 Description

Water quality data from the Burke (001202A) and Georgina (001203A) river gauging stations indicate that surface water quality within the exploration area is fresh (refer to Tables 5 and 6).

Table 5
Water Quality Characteristics at Burke River (001202A) Boulia

Parameter	Count	Mean	Median
EC @ 25°C (μS/cm)	18	210	191
рН	19	7.6	7.5
Turbidity (NTU)	10	78	87
Total Nitrogen (mg/L)	6	-	0.5
Total Phosphorous (mg/L)	6	-	0.02

Table 6
Water Quality Characteristics at Georgina River (001203A) Roxborough Downs

Parameter	Count	Mean	Median
EC @ 25°C (μS/cm)	26	545	343
рН	26	7.6	7.6
Turbidity (NTU)	16	135	71
Total Nitrogen (mg/L)	9	-	0.62
Total Phosphorous (mg/L)	9	-	0.12

There is no data available on the groundwater quality in the exploration area. However, it is considered that the alluvial groundwater in the Channel Country SEA is recharged by surface water flows and is therefore likely to reflect the surface water quality, discussed above.

5.3.2 Potential Impacts and Mitigation Measures

The amended exploration program will have no impact on water quality within the Channel Country SEA. The amended exploration activities will only occur in the dry season when there are no flood flows in the rivers.

Disturbance from the amended exploration activities will be located to avoid any drainage channels or surface water areas. Disturbed areas will also be rehabilitated immediately following the completion of the amended exploration activities.

Due to the limited disturbance areas, timing of the amended exploration work in the dry season, and avoidance of surface water features and rehabilitation of disturbed areas no impacts are anticipated to the water quality within the Channel Country SEA as a result of the amended exploration activities.

5.4 WILDLIFE CORRIDORS

5.4.1 Description

The entire exploration area comprises remnant vegetation under the *Vegetation Management Act 1999* (VM Act). The majority of the exploration area comprises Least Concern Regional Ecosystems (REs) (Figure 6). The REs are comprised predominately of tussock grasslands and low shrublands with areas of low open Eucalyptus woodland. A small portion of the exploration area contains Of Concern RE 4.3.21 – *Acacia peuce* (Waddy Tree) low open woodland on alluvium. RE 4.3.21 is known to have suitable habitat for the Waddy Tree which is listed as vulnerable under the *Nature Conservation Act 1992* and the *Environment Protection and Biodiversity Conservation Act 1999*. The nature of the vegetation on the project site (predominantly grassland) is such that it does not provide distinct wildlife corridors, although the riparian vegetation along the rivers and their floodplains could function as a broad movement corridor.

5.4.2 Potential Impacts and Mitigation Measures

The potential for significant impacts on wildlife corridors is limited by the nature of the vegetation within the Channel Country SEA which is predominantly grassland.

The very limited disturbance areas (approximately 1 ha) within the 249,000 ha SEA area, avoidance of mature trees, and proposed rehabilitation of disturbance would also negate any potential for significant impact on any wildlife corridors. Weed control will also be applied during the exploration activities including vehicle washdown procedures to ensure weeds are not introduced from dirty vehicles.

5.5 OTHER ENVIRONMENTAL ATTRIBUTES

The RPI Act Statutory Guideline 05/14 also lists riparian processes and geomorphic processes as potential relevant environmental attributes. The amended exploration activities will not impact these attributes for the following reasons:

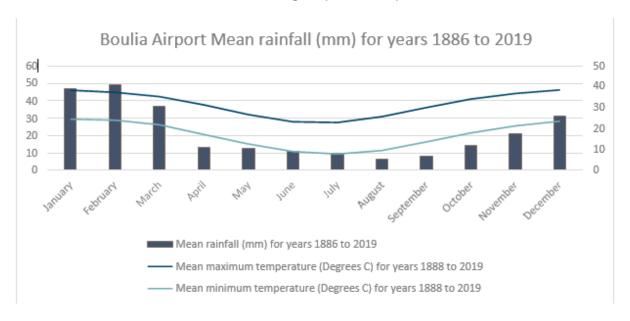
- The total disturbance area of the amended exploration activities within the Channel Country SEA is very small (approximately 1 ha);
- The amended exploration activities will be conducted in the dry season when there are no significant surface water flows;
- The disturbance will be located to avoid sensitive features including drainage channels, surface water bodies, mature trees, and riparian vegetation; and
- All disturbed areas will be rehabilitated immediately following the completion of activities.

5.6 CLIMATE

Mean annual rainfall recorded at the Boulia Airport Weather Station (10 km east of the exploration area) is 261 mm with 62% falling between December and March (Diagram 4). Daily minimum temperatures range from 9.5° C in winter to 24.6° C in January (Diagram 4). The proposed exploration program is aimed to be completed between August and November to avoid excessive heat and impact by significant rainfall.

Diagram 4

Monthly Mean Rainfall, Minimum and Maximum Temperatures for the Region (BOM, 2019)



5.7 LAND USE

The dominant land-use within the exploration area is beef cattle grazing. The exploration area contains numerous pastoral leases used for cattle grazing. The amended exploration activities will not affect the use of land within the Channel Country SEA for cattle grazing.

6 REGIONAL PLANNING INTERESTS REGULATION ASSESSMENT CRITERIA

The criteria for the assessment of the RIDA application specified in Part 5 of the RPI Regulation are listed in Table 7 with a summary of compliance of the proposed exploration activities within the Channel Country SEA, as described in this report.

Table 7
RPI Application Assessment Criteria

Schedule 2 Part 5 of the RPI Regulation			
Required Outcome	Response		
14) The activity will not result in a	The proposed activities will not result in any material		
widespread or irreversible impact on an	or widespread impact to the environmental attributes		
environmental attribute of a strategic	listed in Section 7 of the RPI Regulation for the		
environmental area.	Channel Country SEA.		
	This report outlines the risk of potential impact on		
	these attributes in Section 5 and includes mitigation		
	strategies for avoiding and minimising impacts.		
Prescribed Solution	Response		
(15)(1) The application demonstrates either	The proposed exploration activities involve the		
_	temporary disturbance of a very small area		
a) the activity will not, and is not likely to	(approximately 1 ha) and will not have any significant		
have, a direct or indirect impact on an	direct or indirect impact on listed environmental		
environmental attribute of the SEA; or	attributes either at the time of undertaking the		
	activity, or in the future.		
	Refer Section 5 for detail on proposed mitigation		
	measures.		
b) all of the following –	The proposed exploration activities do not include		
(i) if the activity is being carried out in a	the relevant unacceptable uses listed in Schedule 2		
designated precinct in the SEA – the	Part 5 Section 15(2) (i.e. open cut mining, broad		
activity is not an unacceptable use for the	acre cropping or water storage (dam)).		
precinct;			
(ii) the construction and operation footprint	Measures proposed to minimise the disturbance		
of the activity on the environmental attribute	area with the Channel Country SEA are described in		
is minimised to the greatest extent possible;	Section 4.1 and 4.2.		
(iii) the activity does not compromise the	As discussed in Section 5, the proposed exploration		
preservation of the environmental attribute	activities will not significantly impact, or compromise		
within the SEA;	the preservation, of any of the environmental		
	attributes of the Channel Country SEA.		
(iv) if the activity is to be carried out in a	The Channel Country SEA is not identified in the		
SEA identified in a regional plan – the	Boulia Regional Plan.		
activity will contribute to the regional			
outcomes, and be consistent with the			
regional policies, stated in the regional			
plan.			

7 PROPOSED RIDA CONDITION AMENDMENTS

Tables 8 and 9 provide the current RIDA conditions and the proposed amendments (in red) that are required for the upgraded MT Survey technique and the addition of Gravity Surveys.

Table 8
Exploration Program Disturbance Areas within Channel Country SEA

Area of regional	Location	Resource activity	Area of disturbance
interest			(m²)
Channel Country	Lot 1 G12, Lot 1 G114,	Magnetotelluric survey	10.8 194.4
Strategic	Lot 1 MW7, Lot 3416	Passive Seismic	1.3
Environmental Area	SP276149, Lot 3	Survey	
(Designated precinct)	SP263939, Lot 3	Controlled source	81
(SEA)	WI30, Lot 3 WI25, Lot	electromagnetic	
	4171 PH133, Lot 4	survey	
	WI62, Lot 7 WI63, Lot	Gravity Surveys	0
	11 GI844080, Lot 12	Exploration boreholes	
	WI18, Lot 47	Access tracks	3,300
	SP255117, Lot 1	Drill pads	6,400
	WI26, Lot 2 WI20, Lot	Total	9,793.1 9,976.7
	3 WI39		

Table 9
Amended Definitions of Approved Resource Activities

Resource Activity	Approved Definition
Magnetotelluric	216 auger holes in the SEA comprising:-
Survey	 1x vertical magnetic coil hole, 250 mm in diameter and 700 mm deep (0.05 m²/hole), using hand mechanical augers; 2x horizontal magnetic coil holes, 1.2 m long, 250 mm wide and 250 mm deep, dug using hand tools; and 5x electrode holes, 250 mm in diameter and 250 mm deep, dug using hand tools. Backfilling of the auger holes following the completion of survey Disturbance area of 10.8 m² 194.4 m² in the SEA.
Passive Seismic Survey	 26 auger holes along the survey line in the SEA, 250 mm in diameter and 400 mm deep (0.05 m²/hole), using hand augers Backfilling of the auger holes following the completion of the survey 12.8 km of the PS line in the SEA on a previously established State seismic line Disturbance area of 1.3 m² in the SEA.

Resource Activity	Approved Definition
Controlled Source	12 transmitter pits in each of the three survey areas in the SEA, approx.
Electromagnetic	1.5 m x 1.5 m and up to 500 mm deep (2.25 m²/pit)
Survey	100 receiver stations per survey area, with vertical coils installed to a depth
	of approx. 700 mm
	Backfilling of the pits following the completion of the survey
	Disturbance area of 81 m² in the SEA.
Exploration	Drilling up to four exploration boreholes in the SEA, approx. 150 mm in
Boreholes	diameter and ranging from 700 m to 1,500 m deep
	Up to four 40 m x 40 m drill pads
	Access tracks, approx. 3 m wide with a length of 1.1 kms in the SEA
	Drilling fluid contained in temporary sumps, stored in accordance with
	Australian Standards
	Disturbance area of 9,700 m² in the SEA.
Gravity Survey	2,180 sites in the SEA, each with no disturbance.

8 CONCLUSION

AAEA is proposing minor amendments to the approved exploration program within the Channel Country SEA of the Mt Isa South Exploration Area.

This report provides a detailed description of the proposed amendments to the exploration program and the amended activities proposed within the Channel Country SEA. This report also describes the environmental attributes of the Channel Country SEA and the potential impacts of the amended exploration activities and proposed mitigation measures.

Overall, the impact of the amendments to the approved exploration program is minor with a total additional disturbance area within the SEA of approximately 184 m². In addition, there are numerous impact mitigation and management measures included in the existing RIDA which will apply to the amended exploration activities. These include:

- Conducting the amended exploration activities within the dry season and will not be undertaken in water (in accordance with RIDA Condition 2);
- Avoiding sensitive features such as drainage lines, surface water area, riparian vegetation, mature trees, etc. (in accordance with RIDA Condition 3);
- Avoiding wetlands (in accordance with RIDA Condition 4);
- No direct or indirect impacts on Groundwater Dependent Ecosystems (GDEs) (in accordance with RIDA Condition 7); and
- All survey sites will be rehabilitated after approximately 24 hrs of data collection (as per RIDA Condition 13).

In conclusion, with the application of the existing mitigation and management measures required in the RIDA and the low impact nature of the amended activities, the amended exploration activities are not considered likely to cause any material or prolonged impact on the prescribed environmental attributes of the SEA. It is also considered that the proposed amendment to the exploration program is a minor amendment under Section 55 of the RPI Act.

for

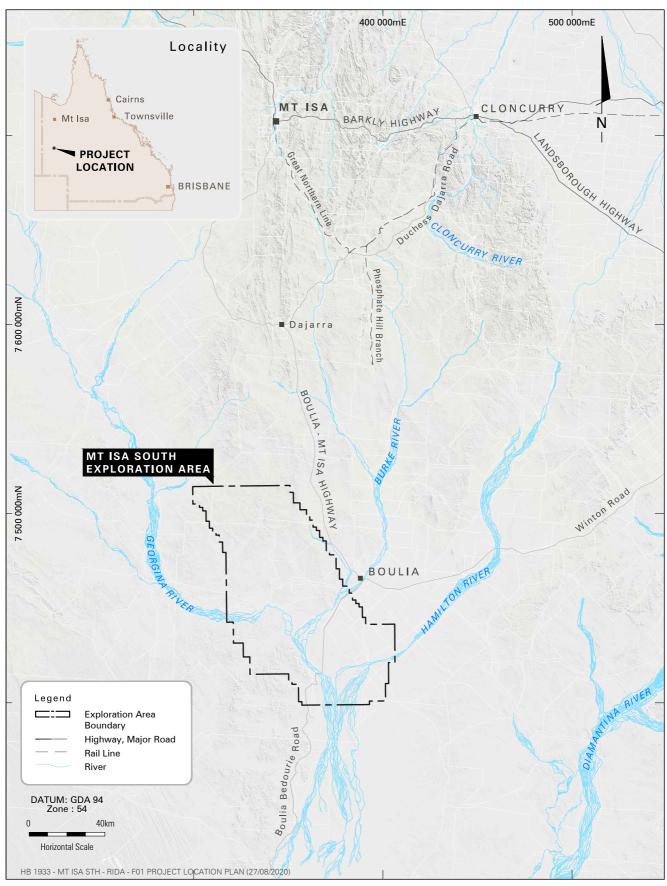
HANSEN BAILEY

Rebecca Miller

Principal Environmental Scientist

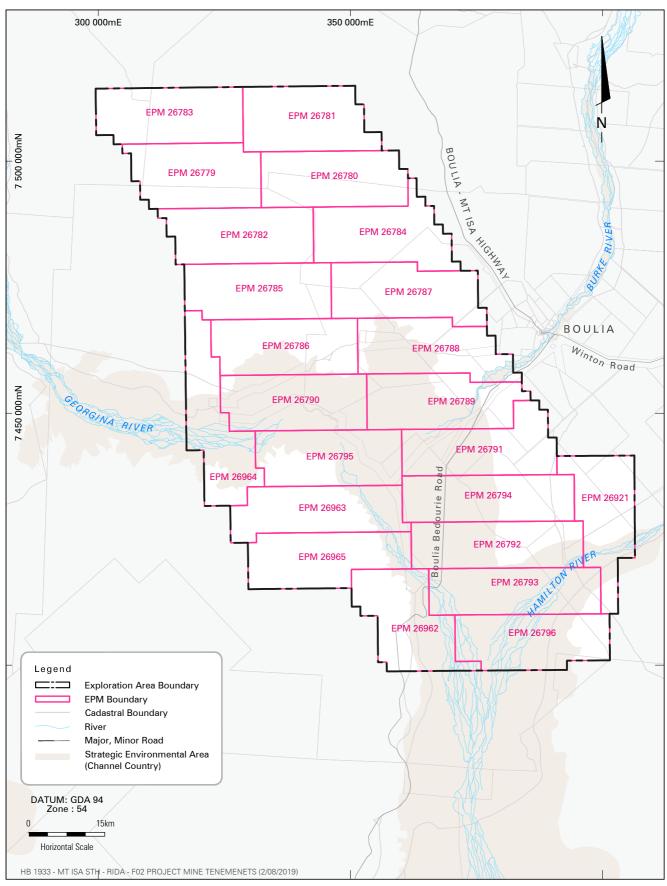
flu ville

Peter Hansen Director



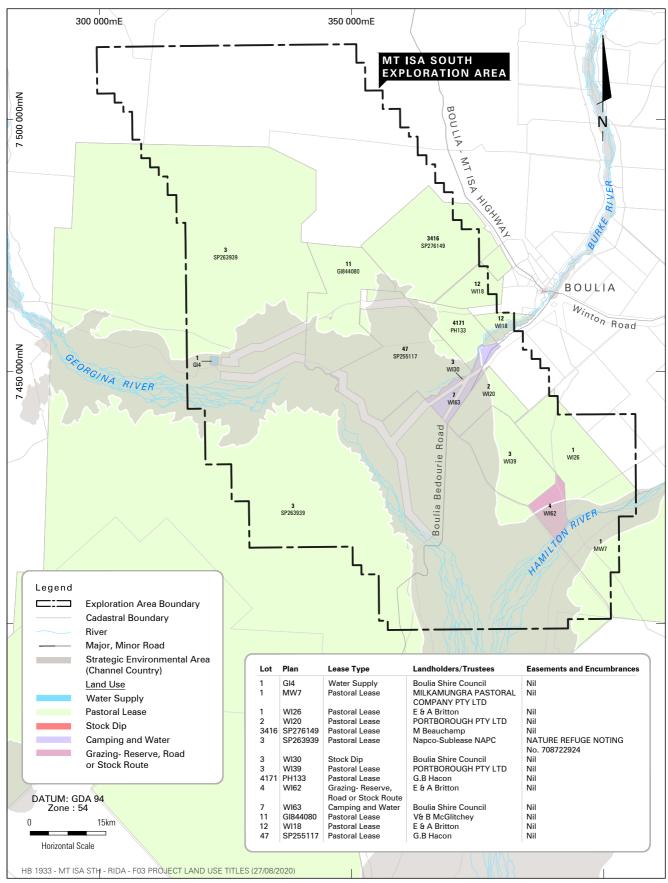
Project Location





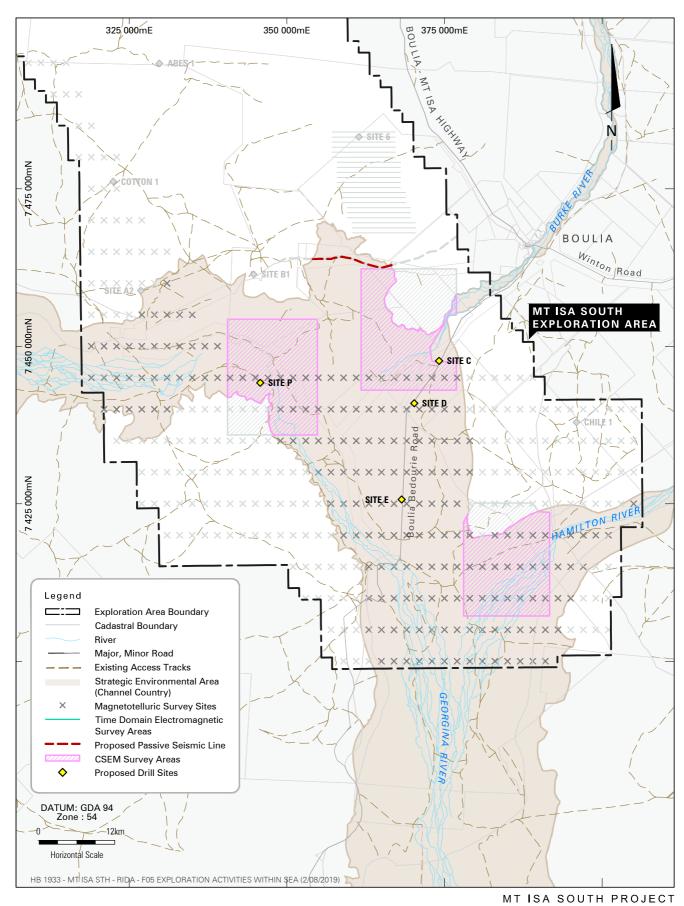
Project Exploration Tenements





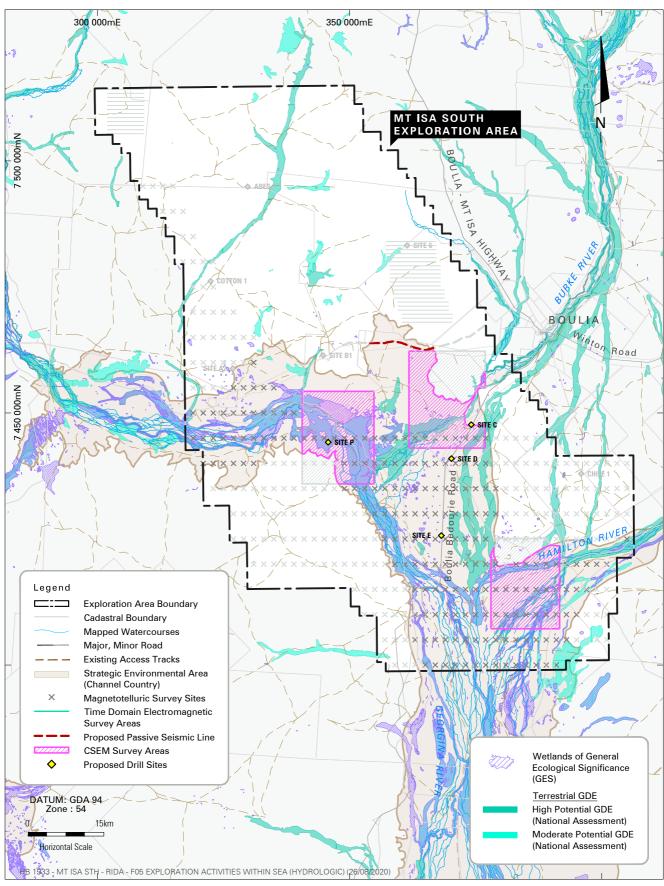


Property Titles



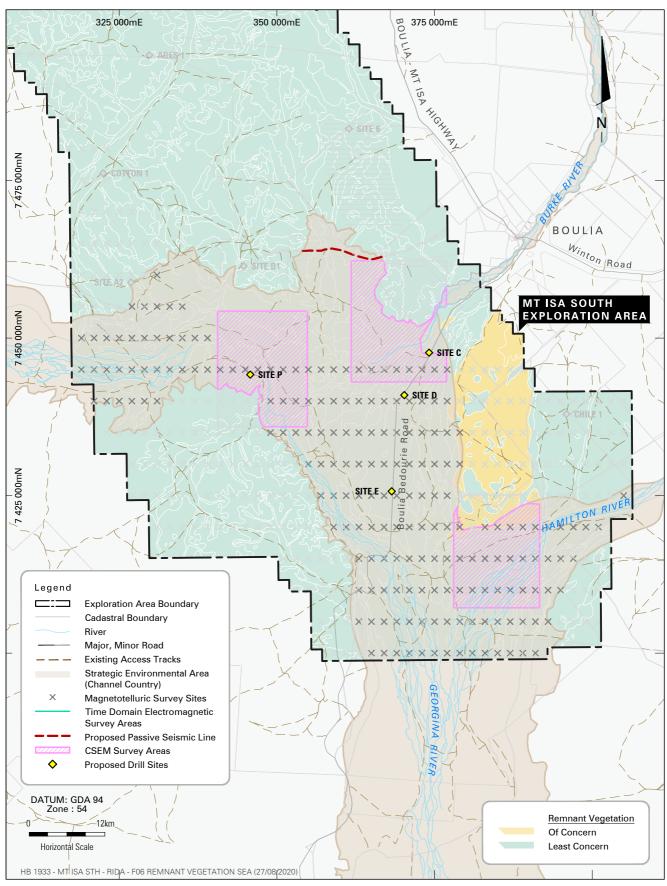


Exploration Activities within the Channel Country SEA



Hydrologic Features





Remnant Vegetation



APPENDIX A *Title Searches*

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782175

Search Date: 26/08/2020 14:43 Title Reference: 17663234

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PH 4/3416

Lease Type: ROLLING TERM LEASE

LOT 3416 SURVEY PLAN 276149

Local Government: BOULIA

Area: 38000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/01/1969

Expiring on 31/12/1998

Extended to 31/12/2048

REGISTERED LESSEE

Dealing No: 719444280 05/06/2019

MARJORIE ALICE BEAUCHAMP

CONDITIONS

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782175

Search Date: 26/08/2020 14:43 Title Reference: 17663234

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782175

Search Date: 26/08/2020 14:43 Title Reference: 17663234

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782175

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782175

Search Date: 26/08/2020 14:43 Title Reference: 17663234

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17663234

2. AMENDMENT OF LEASE CONDITIONS No 716364621 13/03/2015 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
 1994
 1994
 10/08/2017
 12:17
 CURRENT

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782176

Search Date: 26/08/2020 14:43 Title Reference: 17663237

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PPH 4/3529

Lease Type: ROLLING TERM LEASE

LOT 12 CROWN PLAN WI18

Local Government: BOULIA

LOT 8 CROWN PLAN WI31

Local Government: BOULIA

Area: 11040.632000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/01/1962

Expiring on 31/12/1991

Extended to 31/12/2046

REGISTERED LESSEE

Dealing No: 710921135 21/08/2007

ERIC CHARLES BRITTON

ANN MARY BRITTON JOINT TENANTS

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782176

Search Date: 26/08/2020 14:43 Title Reference: 17663237

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782176

Search Date: 26/08/2020 14:43 Title Reference: 17663237

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782176

Search Date: 26/08/2020 14:43 Title Reference: 17663237

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the whole term of the lease, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782176

Search Date: 26/08/2020 14:43 Title Reference: 17663237

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17663237

- 2. MORTGAGE No 715195850 10/07/2013 at 16:19
 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 3. AMENDMENT OF LEASE CONDITIONS No 716084229 20/10/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 03/04/2018
 10:14
 CURRENT

 718665987
 ADMIN NOTING
 03/04/2018
 10:14
 CURRENT

 719767646
 EXEMPT CONS
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
 1994
 194
 194

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782178

Search Date: 26/08/2020 14:43 Title Reference: 17664008

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PPH 4/4960

Lease Type: ROLLING TERM LEASE

LOT 2 CROWN PLAN WI24

Local Government: BOULIA

LOT 3 CROWN PLAN WI25

Local Government: BOULIA

LOT 1 CROWN PLAN WI26

Local Government: BOULIA

Area: 51706.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/04/1962

Expiring on 31/03/1992

Extended to 31/03/2047

REGISTERED LESSEE

Dealing No: 717474915 29/08/2016

ERIC CHARLES BRITTON

ANN MARY BRITTON JOINT TENANTS

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782178

Search Date: 26/08/2020 14:43 Title Reference: 17664008

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the $\,$ noxious plants under control, the cost of which will be recovered $\,$ from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee $% \left(1\right) =\left(1\right) +\left(1\right$ the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----______

A regulatory condition relates to a lease , in accordance with the

- Land Regulation.
- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782178

Search Date: 26/08/2020 14:43 Title Reference: 17664008

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782178

Search Date: 26/08/2020 14:43 Title Reference: 17664008

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

 The lessee must , to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.

Quarry material

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. 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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782178

Search Date: 26/08/2020 14:43 Title Reference: 17664008

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17664008

- 2. AMENDMENT OF LEASE CONDITIONS No 715949581 13/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 3. MORTGAGE No 717474937 29/08/2016 at 11:12 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

DealingTypeLodgementDateStatus718204377NT DETERM10/08/201712:17CURRENT

NATIVE TITLE ACT 1993 (CTH)

719767646 EXEMPT CONS 02/12/2019 08:28 CURRENT

SEC 322AA LAND ACT 1994

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782185

Search Date: 26/08/2020 14:43 Title Reference: 17663246

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PPH 4/4020

Lease Type: ROLLING TERM LEASE

LOT 12 CROWN PLAN WI19

Local Government: BOULIA

LOT 1 CROWN PLAN WI20

Local Government: BOULIA

LOT 2 CROWN PLAN WI20

Local Government: BOULIA

LOT 3 CROWN PLAN WI39

Local Government: BOULIA

Area: 46438.331000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1961

Expiring on 30/09/1991

Extended to 30/09/2046

REGISTERED LESSEE

Dealing No: 720219713 20/08/2020

PORTBOROUGH PTY LTD A.C.N. 010 296 723

TRUSTEE

UNDER INSTRUMENT 720219713

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782185

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782185

Search Date: 26/08/2020 14:43 Title Reference: 17663246

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782185

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

 The lessee must during the whole term of the lease, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782185

Search Date: 26/08/2020 14:43 Title Reference: 17663246

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17663246

- 2. AMENDMENT OF LEASE CONDITIONS No 716089190 22/10/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 3. SUB LEASE No 720193341 05/08/2020 at 08:30 PRINCE HOLDINGS PTY LTD A.C.N. 010 304 355 OF THE WHOLE OF THE LAND TERM: 24/06/2020 TO 23/06/2025 OPTION NIL

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
 1994
 08:28
 CURRENT

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782182

Search Date: 26/08/2020 14:43 Title Reference: 40065863

Date Created: 07/02/2013

Previous Title: 17663230

DESCRIPTION OF LAND

Tenure Reference: TL 0/236416

Lease Type: ROLLING TERM LEASE

LOT 47 SURVEY PLAN 255117

Local Government: BOULIA

Area: 33960.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted: PASTORAL

TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 24/01/2013

Expiring on 23/01/2053

REGISTERED LESSEE

Dealing No: 715915739 25/07/2014

GEORGE BURTON HACON

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782182

Search Date: 26/08/2020 14:43 Title Reference: 40065863

Date Created: 07/02/2013

CONDITIONS

A78 (1) The lessee must use the leased land for pastoral purposes and low key tourism.

- (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.
- The Parties acknowledge that GST may be payable in respect of (4)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 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 Boulia 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 must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Boulia Shire Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
- (11) 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 the lessees 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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782182

Search Date: 26/08/2020 14:43 Title Reference: 40065863

Date Created: 07/02/2013

CONDITIONS

(12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

- A89 (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.
- F46 The lessee must during the whole term of the lease and to the satisfaction of the Minister administering the Land Act 1994, fence the leased land along all boundaries where practical, with a good and substantial stockproof fence.
- I66 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") 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 granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are 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 Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified party/ies. The lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.
- L110 The lessee must during the term of the lease, to the satisfaction of the Minister administering the Land Act 1994, maintain improvements on the leased land in a good and substantial state of repair.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782182

Search Date: 26/08/2020 14:43 Title Reference: 40065863

Date Created: 07/02/2013

CONDITIONS

L116 The lessee must not effect any further structural improvements (associated with low key tourism activities) on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 40065863
- 2. LAND MANAGEMENT AGREEMENT No 714924502 07/02/2013 at 10:56 In accordance with the Land Act 1994
- 3. MORTGAGE No 715915782 25/07/2014 at 12:32 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement I	Date	Status		
718204377	NT DETERM	10/08/2017	12:17	CURRENT		
	NATIVE TITLE ACT 1993 (CTH)					
718665932	ADMIN NOTING	03/04/2018	10:08	CURRENT		
	SEE DEALING FOR RELEVANT LEG	SISLATION				
718665990	ADMIN NOTING	03/04/2018	10:15	CURRENT		
	SEE DEALING FOR RELEVANT LEG	SISLATION				
719767646	EXEMPT CONS	02/12/2019	08:28	CURRENT		
	SEC 322AA LAND ACT 1994					
UNREGISTERED DEALINGS - NIL						

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782186

Search Date: 26/08/2020 14:43 Title Reference: 49018618

Date GAZETTED: 20/03/1920

PAGE: 1209

Opening Ref: SG 20-8143

Purpose: CAMPING AND WATER

Sub-Purpose:

Local Name: CORIDGEE RESERVE
Address: CORIDGEE LANE

County (R) No: R1

File Ref: RES 2437

TRUSTEES

BOULIA SHIRE COUNCIL GAZETTED ON 02/01/1934 PAGE 9

LAND DESCRIPTION

LOT 7 CROWN PLAN W163 GAZETTED ON 08/07/1978 PAGE 1156

Local Government: BOULIA

Area: 4420.000000 Ha. (ABOUT)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

NATIVE TITLE ACT 1993 (CTH)

UNREGISTERED DEALINGS - NIL

** End of Current Reserve Search **

CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782179

Search Date: 26/08/2020 14:43 Title Reference: 49020624

Date GAZETTED: 05/02/1921

PAGE: 490

Opening Ref: RES 2437
Purpose: STOCK DIP

Sub-Purpose:
Local Name:

Address: BURKE RIVER, COORIDGEE

County (R) No: R13

File Ref: RES 2663

TRUSTEES

BOULIA SHIRE COUNCIL GAZETTED ON 02/01/1934 PAGE 9

LAND DESCRIPTION

LOT 3 CROWN PLAN WI30 GAZETTED ON 05/02/1921 PAGE 490

Local Government: BOULIA

Area: 16.921000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL UNREGISTERED DEALINGS - NIL

** End of Current Reserve Search **

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Search Date: 26/08/2020 14:43 Title Reference: 40077326

Date Created: 04/12/2019

DESCRIPTION OF LAND

Tenure Reference: TL 0/241349

Lease Type: TERM

LOT 4 CROWN PLAN WI62

Local Government: BOULIA

Area: 5450.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

GRAZING - RESERVE, ROAD OR STOCK ROUTE

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 13/11/2019

Expiring on 12/11/2049

REGISTERED LESSEE

ERIC CHARLES BRITTON
ANN MARY BRITTON

JOINT TENANTS

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Search Date: 26/08/2020 14:43 Title Reference: 40077326

Date Created: 04/12/2019

CONDITIONS

A127 SPECIFIED CONDITIONS FOR: Lease for a Term of Years PURPOSE: Grazing - Reserve, Road or Stock Route

STATUTORY CONDITIONS:

Statutory conditions are the mandatory conditions of a lease in accordance with Part 2 Division 1 of the Land Act 1994 and other specific requirements of the Land Act 1994.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009. For further information on how annual rent is determined, refer to the department's website at www.dnrme.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, cancellation, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.
- 7. Conditions relating to buildings and other structures: The lessee must to the satisfaction of the Minister administering the Land Act 1994 keep all buildings and other structures on the land in a good and substantial state of repair and must not erect a building or other structure on the land that is not consistent with the purpose of the lease.

REGULATORY CONDITIONS; OR IMPOSED CONDITIONS - SECTION 210:

A regulatory condition relates to a lease, in accordance with the Land Regulation 2009 - Chapter 5 Part 2 Division 3A of the Land Act 1994. Section 210 of the Land Act 1994 provides for Imposed conditions to be changed. Where a lease is not subject to the regulated conditions, the (wording of the) regulated conditions may be included as imposed conditions under section 210.

1. Indemnity: The lessee indemnifies and agrees to keep indemnified

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Date Created: 04/12/2019

CONDITIONS

the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands brought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:

- a. the granting of this lease to the lessee;
- b. the lessee's use and occupation of the land; or
- c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Date Created: 04/12/2019

CONDITIONS

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at its own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Jurisdiction: The lease is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 6. Compliance with Laws: The lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

IMPOSED CONDITIONS:

These imposed conditions relate to this lease - Chapter 5 Part 2 Division 2 of the Land Act 1994.

Cancellation/Forfeiture

 The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.

Improvements or development on or to the land

- 1. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the Land Act 1994 and any other relevant authority, having been first obtained.
- The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain any existing stock proof fencing on the land in a good and substantial state of repair.
- 3. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the Land Act 1994 , can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Date Created: 04/12/2019

CONDITIONS

Care, sustainability and protection of the land

- 1. The stocking of the land must be managed by the lessee to the satisfaction of the Minister administering the Land Act 1994 and in such a manner to ensure as far as reasonably possible, that a reasonable body of pasturage is available to bona fide travelling stock.
- 2. Any person authorised by the State must at all times during the term of the lease, have free and unrestricted use of all water on the leased land for any purpose connected with the management of the land or for fire protection.
- 3. The lessee must not, without reasonable excuse, obstruct the movement of bona fide travelling stock on the stock route network.

Conversion or renewal of the lease

1. The lessee of this lease is not allowed to make an application for conversion of this lease in terms of the Land Act 1994.

Quarry Material and Forest products

- The lessee must allow any person authorised under the Forestry Act 1959 access to the land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the land.
 - 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 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 of a permit, licence, agreement or contract granted or made under the Forestry Act 1959.

Other conditions the Minister considers appropriate

- 1. The lessee must, within 3 months from the commencement of the lease, at the lessees' expense provide, erect and maintain erected notice boards in prominent positions on the road frontages of the leased land or where roads enter such land, stating clearly that the leased land is a Reserve for Camping and Water purposes and that it may be used for that specific purpose.
- 2. The lessee must manage the leased land in a manner that will not interfere with or restrict the rights of the public in the use of the leased land for the purpose Camping and Water for which it was dedicated.
- 3. The lease is issued in accordance with the provisions of Section 24JA of the Native Title Act 1993 (Cth). In accordance with the Queensland Government Native Title Work Procedures of the Native Title Act 1993, the non-extinguishment principle applies.
- 4. The lessee must, at all times during the term of the lease, allow travelling public and travelling stock free and unrestricted access to the leased land and any water located within the leased land.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782180

Search Date: 26/08/2020 14:43 Title Reference: 40077326

Date Created: 04/12/2019

ENCUMBRANCES AND INTERESTS

1. STATE LEASE No 719776366 05/12/2019 at 07:55
This State Lease affects a Reserve - see Title Reference 49001694

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 719779729
 EXEMPT CONS
 06/12/2019
 09:17
 CURRENT

 SEC 322AA LAND ACT 1994
 CURRENT
 COURTENT
 COURTENT

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782184

Search Date: 26/08/2020 14:43 Title Reference: 49001694

Date GAZETTED: 17/09/1927

PAGE: 1109

Opening Ref: SG 27-34058

Purpose: CAMPING AND WATER

Sub-Purpose:
 Local Name:

Address: HAMILTON RIVER

County (R) No: R17

File Ref: RES 4164

TRUSTEES

BOULIA SHIRE COUNCIL GAZETTED ON 02/01/1934 PAGE 9

LAND DESCRIPTION

LOT 4 CROWN PLAN WI62 GAZETTED ON 25/02/1978 PAGE 705

Local Government: BOULIA

Area: 5450.000000 Ha. (ABOUT)

EASEMENTS AND ENCUMBRANCES

1. STATE LEASE No 719776366 05/12/2019 at 07:55 A State Lease has been created see Title Reference 40077326

ADMINISTRATIVE ADVICES

DealingTypeLodgementDateStatus718204377NT DETERM10/08/201712:17CURRENT

NATIVE TITLE ACT 1993 (CTH)

718665988 ADMIN NOTING 03/04/2018 10:15 CURRENT

SEE DEALING FOR RELEVANT LEGISLATION

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Reserve Search **

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782181

Search Date: 26/08/2020 14:43 Title Reference: 17664015

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PH 4/5350

Lease Type: ROLLING TERM LEASE

LOT 3 SURVEY PLAN 263939

Local Government: DIAMANTINA

Area: 1290000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/07/1982

Expiring on 30/06/2012

Extended to 30/06/2062

REGISTERED LESSEE

Dealing No: 717397847 21/07/2016

NAPCO PROPERTIES PTY LTD A.C.N. 612 230 716

TRUSTEE

UNDER INSTRUMENT 717397847

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782181

Search Date: 26/08/2020 14:43 Title Reference: 17664015

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782181

Search Date: 26/08/2020 14:43 Title Reference: 17664015

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782181

Search Date: 26/08/2020 14:43 Title Reference: 17664015

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782181

Search Date: 26/08/2020 14:43 Title Reference: 17664015

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17664015

- 2. NATURE CONSERVATION NOTING No 708722924 08/06/2005 at 15:08 all or part of the within land has been declared a Nature Refuge under the Nature Conservation Act 1992
- 3. AMENDMENT OF LEASE CONDITIONS No 715967686 22/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 4. SUB LEASE NO 717560818 06/10/2016 at 15:17
 THE NORTH AUSTRALIAN PASTORAL COMPANY PTY LTD A.C.N. 009 591
 511
 OF THE WHOLE OF THE LAND

TERM: 20/07/2016 TO 19/07/2026 OPTION NIL

5. MORTGAGE No 719887574 06/02/2020 at 14:39 AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005 357 522

ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement 1	Date	Status		
718204377	NT DETERM	10/08/2017	12:17	CURRENT		
	NATIVE TITLE ACT 1993 (CTH)					
718665905	ADMIN NOTING	03/04/2018	10:04	CURRENT		
	SEE DEALING FOR RELEVANT LEGISLATION					
719767646	EXEMPT CONS	02/12/2019	08:28	CURRENT		
	SEC 322AA LAND ACT 1994					
UNREGISTERED DEALINGS - NIL						

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782420

Search Date: 26/08/2020 14:53 Title Reference: 17664018

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PPH 4/5376

Lease Type: ROLLING TERM LEASE

LOT 1 CROWN PLAN MW7

Local Government: BOULIA

Area: 84900.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/04/1984

Expiring on 31/03/2014

Extended to 31/03/2064

REGISTERED LESSEE

Dealing No: 714743168 24/10/2012

MILKAMUNGRA PASTORAL COMPANY PTY LTD

A.C.N. 159 165 358

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782420

Search Date: 26/08/2020 14:53 Title Reference: 17664018

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the $\,$ noxious plants under control, the cost of which will be recovered $\,$ from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee $% \left(1\right) =\left(1\right) +\left(1\right$ the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----______

A regulatory condition relates to a lease , in accordance with the

- Land Regulation.
- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782420

Search Date: 26/08/2020 14:53 Title Reference: 17664018

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782420

Search Date: 26/08/2020 14:53 Title Reference: 17664018

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

 The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782420

Search Date: 26/08/2020 14:53 Title Reference: 17664018

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17664018

2. MORTGAGE No 700898503 10/10/1995 at 09:41 to QUEENSLAND INDUSTRY DEVELOPMENT CORPORATION

- 3. TRANSFER No 711829909 31/07/2008 at 13:06
 MORTGAGE: 700898503
 NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937
- 4. MORTGAGE No 714743169 24/10/2012 at 13:07 NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937
- 5. AMENDMENT OF LEASE CONDITIONS No 716005189 10/09/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
 1994
 1994

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782425

Search Date: 26/08/2020 14:53 Title Reference: 17663248

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PPH 4/4171

Lease Type: ROLLING TERM LEASE

LOT 4171 CROWN PLAN PH133

Local Government: BOULIA

Area: 9583.000000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1963

Expiring on 30/09/1993

Extended to 30/09/2046

REGISTERED LESSEE

Dealing No: 715915702 25/07/2014

GEORGE BURTON HACON

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782425

Search Date: 26/08/2020 14:53 Title Reference: 17663248

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the $\,$ noxious plants under control, the cost of which will be recovered $\,$ from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee $% \left(1\right) =\left(1\right) +\left(1\right$ the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----______

A regulatory condition relates to a lease , in accordance with the

- Land Regulation.
- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782425

Search Date: 26/08/2020 14:53 Title Reference: 17663248

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782425

Search Date: 26/08/2020 14:53 Title Reference: 17663248

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Quarry Material and Forest Products

1. The lessee must allow any person authorised under the Forestry Act 1959 access to the land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the land.

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 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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782425

Search Date: 26/08/2020 14:53 Title Reference: 17663248

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17663248

- 2. MORTGAGE No 715915782 25/07/2014 at 12:32 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 3. AMENDMENT OF LEASE CONDITIONS No 716014546 15/09/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 03/04/2018
 10:13
 CURRENT

 718665983
 ADMIN NOTING
 03/04/2018
 10:13
 CURRENT

 719767646
 EXEMPT CONS
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
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UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782424

Search Date: 26/08/2020 14:53 Title Reference: 17663250

Date Created: 21/10/1995

DESCRIPTION OF LAND

Tenure Reference: PH 4/4635

Lease Type: ROLLING TERM LEASE

LOT 11 CROWN PLAN GI844080

Local Government: BOULIA

Area: 28600.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
NO PURPOSE DEFINED

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1982

Expiring on 30/09/2012

Extended to 30/09/2062

REGISTERED LESSEE Interest

Dealing No: 716979661 24/12/2015

VERONICA MAY MCGLINCHEY 1/4
BROOK SCOTT MCGLINCHEY 3/4

AS TENANTS IN COMMON

CONDITIONS

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782424

Search Date: 26/08/2020 14:53 Title Reference: 17663250

Date Created: 21/10/1995

CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - pastoral

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

- 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.
 - For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782424

Search Date: 26/08/2020 14:53 Title Reference: 17663250

Date Created: 21/10/1995

CONDITIONS

b. the lessee 's use and occupation of the land; or

c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782424

Search Date: 26/08/2020 14:53 Title Reference: 17663250

Date Created: 21/10/1995

CONDITIONS

continues to be insured by Comcover.

- 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State.
- 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time.
- 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.

Quarry material

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.

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.

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34782424

Search Date: 26/08/2020 14:53 Title Reference: 17663250

Date Created: 21/10/1995

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17663250

- 2. MORTGAGE NO 715916505 25/07/2014 at 15:18
 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 3. AMENDMENT OF LEASE CONDITIONS No 716345655 05/03/2015 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES

 Dealing
 Type
 Lodgement
 Date
 Status

 718204377
 NT DETERM
 10/08/2017
 12:17
 CURRENT

 NATIVE TITLE ACT 1993 (CTH)
 03/04/2018
 10:11
 CURRENT

 718665958
 ADMIN NOTING
 03/04/2018
 10:11
 CURRENT

 719767646
 EXEMPT CONS
 02/12/2019
 08:28
 CURRENT

 SEC 322AA LAND ACT 1994
 1994
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 194

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34787254

Search Date: 27/08/2020 09:12 Title Reference: 49005262

Date GAZETTED: 03/07/1943

PAGE: 5

Opening Ref: SG 43-10196

Purpose: WATER

Sub-Purpose:
 Local Name:

Address: HERBERT DOWNS

County (R) No: R1

File Ref: RES 7307

TRUSTEES

BOULIA SHIRE COUNCIL GAZETTED ON 03/07/1943 PAGE 5

LAND DESCRIPTION

LOT 1 CROWN PLAN GI4 GAZETTED ON 03/07/1943 PAGE 5

Local Government: BOULIA

Area: 259.000000 Ha. (ABOUT)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL UNREGISTERED DEALINGS - NIL

** End of Current Reserve Search **