

MT ISA SOUTH EXPLORATION AREA

REGIONAL INTERESTS DEVLEOPMENT APPLICATION Supporting Information Report

for
Anglo American Exploration (Australia) Pty Ltd

August 2019

MOUNT ISA SOUTH EXPLORATION AREA REGIONAL INTERESTS DEVELOPMENT APPLICATION

SUPPORTING INFORMATION REPORT

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**MOUNT ISA SOUTH EXPLORATION AREA
REGIONAL INTERESTS DEVELOPMENT APPLICATION
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).

Approximately 249,000 ha of the exploration area is located within the Channel Country Strategic Environmental Area (SEA). 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 a resource activity, including exploration activities, to be carried out within a SEA.

Hansen Bailey has prepared this report, on behalf of AAEA, in support of the RIDA 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) and associated Environmental Authorities (EAs) listed Table 1. The location of the EPMs and the extent of the Channel Country SEA are shown in Figure 2. AAEA is proposing to lodge an application with the Department of Environment and Science (DES) to amalgamate the EAs into a single EA for administrative efficiency.

Table 1
Mt Isa South Exploration Area – EPMs and EAs

Tenure	EA	Tenure	EA	Tenure	EA
EPM26779	EA0001147	EPM26787	EA0001157	EPM26795	EA0001167
EPM26780	EA0001148	EPM26788	EA0001158	EPM26796	EA0001168
EPM26781	EA0001151	EPM26789	EA0001159	EPM26921	EA0001301
EPM26782	EA0001152	EPM26790	EA0001160	EPM26962	EA0001356
EPM26783	EA0001153	EPM26791	EA0001150	EPM26963	EA0001357
EPM26784	EA0001154	EPM26792	EA0001162	EPM26964	EA0001358
EPM26785	EA0001155	EPM26793	EA0001163	EPM26965	EA0001359
EPM26786	EA0001156	EPM26794	EA0001164		

2.2 PROPERTY TITLES

The land titles within Channel Country SEA and the Mt Isa South exploration area are listed in Table 2. The full results of the title searches are included in Appendix A. The properties and associated easements are shown in Figure 3. AAEA is not the landholder for any of the properties.

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	GI2	Water Supply	Boulia Shire Council	Nil	18 Herbert St Boulia QLD 4829
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

Lot	Plan	Lease Type	Landholders/Trustees	Easements and Encumbrances	Postal Address
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
3	WI25	Pastoral Lease	E & A Britton	Nil	Goodwood Station Boulia Qld 4829
4171	PH133	Pastoral Lease	G.B Hacon	Nil	PMB 50 Kallalla Station Mt Isa Qld 4825
4	WI62	Camping and Water	Boulia Shire Council	Nil	18 Herbert Street Boulia Qld 4829
7	WI63	Camping and Water	Boulia Shire Council	Nil	18 Herbert Street Boulia Qld 4829
11	GI844080	Pastoral Lease	V & B McGlitchey	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	PMB 50 Kallalla Station Mt Isa Qld 4825
2	WI20	Pastoral Lease	Phillip Prince	Nil	Montague Downs Boulia Qld 4825

3 PROPOSED EXPLORATION ACTIVITIES

3.1 MT ISA SOUTH EXPLORATION AREA ACTIVITIES

AAEA has not completed any previous exploration within the Mt Isa South exploration area. The objective of the initial exploration program is therefore to investigate the potential underground mineral resources within the exploration area. The key mineral being targeted is copper. The proposed exploration program involves four stages including a range of geophysical surveys and exploration boreholes. The four stages of exploration are described in the following sections. The exploration activities within the SEA are described in Section 3.2.

3.1.1 Stage 1 – Magnetotelluric Survey

Stage 1 activities comprise a Magnetotelluric (MT) survey across 370,000 ha of the southern and western portions of the exploration area. MT survey is a passive geophysical exploration technique that infers subsurface electrical conductivity from measurements of natural geomagnetic and geoelectric field variation at the earth's surface.

MT survey activities will include:

- Preparing 383 shallow auger holes, using hand augers, up to approximately 700 mm deep and approximately 250 mm in diameter for development of MT survey stations;
- Collecting data at 383 MT survey stations over a 726 km transect; and
- Back filling the shallow auger holes following the completion of the survey.

The MT survey is a low impact technique that does not require any survey line clearing. The survey will have a 5 km line spacing and 2 km station spacing. Access to the survey area, including the installation of the auger holes, will be via three 4WD vehicles. The survey does not require the construction of any new access tracks. The survey does not require any charges or energy source. Survey equipment is limited to computers and electric and magnetic field sensors which act as passive receivers.

The total ground disturbance area associated with the survey is very low and is limited to the auger holes (0.05 m² per hole and less than 20 m² in total across the exploration area). Following the backfilling of the auger holes at the completion of the survey, there is no further rehabilitation work required and no residual disturbance or effect on the surface.

There is also flexibility in the location of individual auger holes for the survey stations that will enable the avoidance of any sensitive features including drainage lines, mature trees, Aboriginal cultural heritage sites and other sensitive features. The auger hole sites will be checked prior to installation and relocated, where necessary, to avoid any sensitive features. Hence the survey will not have any significant impacts on the environment.

The MT survey is expected to be completed in approximately 3 months. The location of the MT survey stations is shown in Figure 4. The survey will extend within the Channel Country SEA.

3.1.2 Stage 2 – Detailed Geophysical Survey

Stage 2 activities will comprise Time Domain Electromagnetic (TEM) Surveys and Passive Seismic (PS) survey at specific locations within the exploration area.

TEM survey is a method by which conductivity of subsurface structures is measured by placing an active source (energised wire) on the surface and using portable lightweight sensors to measure magnetic fields. TEM survey does not involve any surface disturbance and does not have any impact on the surface. Access to the survey area will be via four 4WD vehicles. The survey does not require the construction of any new access tracks.

Survey activities are limited to laying out transmitter wire on the surface and collecting TEM data from portable receivers. The TEM survey does not involve any ground disturbance or potential environmental impacts. Hence, there is no rehabilitation required for the TEM survey areas.

The TEM surveys are expected to be completed within approximately 30 days. The location of the two TEM survey areas are shown in Figure 4. There are no TEM surveys within the Channel Country SEA.

PS survey involves the measurement of naturally occurring low frequency vibrations in the earth for the purpose of differentiating strata in the subsurface. PS survey is a natural technique that does not require any charge or man-made energy source.

PS survey activities will include:

- Preparing approximately 75 shallow auger holes along the survey line, using hand augers, up to approximately 400 mm deep and approximately 250 mm in diameter for receiver stations;
- Collecting data at the receiver stations; and
- Back filling the shallow auger holes following the completion of the survey.

The PS survey is a low impact technique that does not require any survey line clearing. A single PS survey line is proposed for a length of approximately 29 km parallel to the Donohue Highway (Figure 4). The survey line is within the alignment of a previous seismic survey line completed by the Queensland government. Receivers will be spaced between 500 m and 1,000 m along the survey line. Access to the survey line, including the installation of the auger holes, will be via 4WD vehicle. The survey does not require the construction of any new access tracks.

The total ground disturbance area associated with the survey is very low and is limited to the auger holes (0.05 m² per hole or less than 5 m² in total across the exploration area). Following the backfilling of the auger holes at the completion of the survey, there is no further rehabilitation work required and no residual disturbance or effect on the surface.

There is also flexibility in the location of individual auger holes for the survey stations that will enable the avoidance of any sensitive features including drainage lines, mature trees, Aboriginal cultural heritage sites and other sensitive features. The auger hole sites will be checked prior to installation and relocated, where necessary, to avoid any sensitive features. Hence the survey will not have any significant impacts on the environment.

The PS survey is expected to be completed in approximately 1 month. The location of the PS survey line is shown in Figure 4. A section of the PS survey line will traverse the Channel Country SEA area.

3.1.3 Stage 3 – Controlled Source Electromagnetic Survey

Stage 3 activities will comprise detailed Controlled Source Electromagnetic (CSEM) surveys. CSEM survey is a technique whereby current is introduced to the ground via a transmitter and measured at a receiver. The objective of this survey is to map the conductivities of subsurface structures.

CSEM survey activities will include:

- Preparing approximately 12 shallow pits per survey area, using hand excavation, approximately 1.5 m x 1.5 m and up to 500 mm deep for transmitter sites;
- Preparing approximately 100 receiver stations within each survey area. These involve a vertical coil installed to a depth of approximately 700 mm, using hand excavation;
- Collecting data at receiver stations using portable lightweight sensors; and
- Extracting the receiver coils and backfilling the shallow pits following the completion of the survey.

The CSEM survey is a low impact technique that does not require any survey line clearing. Three CSEM survey areas are proposed and each will cover an area in the order of 15 km x 15 km (Figure 4). Access to the survey areas, including the installation of the transmitter pits, will be via three 4WD vehicles. The survey does not require the construction of any new access tracks. A portable generator and transmitter will be used to generate electrical currents at the transmitter sites.

The total ground disturbance area associated with the survey is very low and is limited to the shallow pits (2.25 m² per pit or less than 100 m² in total across the exploration area). The installation of receiver coils will not result in any significant disturbance.

Following the backfilling of the transmitter pits at the completion of the survey, there is no further rehabilitation work required and no residual disturbance or effect on the surface.

There is also flexibility in the location of individual transmitter pits and receiver coils that will enable the avoidance of any sensitive features including drainage lines, mature trees, Aboriginal cultural heritage sites and other sensitive features. The transmitter pit and receiver coil sites will be checked prior to installation and relocated, where necessary, to avoid any sensitive features. Hence the survey will not have any significant impacts on the environment.

The CSEM surveys are expected to be completed in approximately 3 months. The indicative location of the CSEM survey areas are shown in Figure 4. Each of the three CSEM survey areas extend within the Channel Country SEA area. The locations of the CSEM survey areas could change, dependent on the outcome of Stage 1 and Stage 2 exploration.

3.1.4 Stage 4 – Exploration Boreholes

Stage 4 activities involve the drilling of up to 10 exploration bore holes. Drilling will be conducted using mud rotary with a poly-crystalline diamond bit, followed by diamond core drilling methods, depending upon ground conditions. Holes will be drilled at varying depths ranging from approximately 700 m to 1,500 m.

Drilling activities will include;

- Construction of access tracks to drill pad locations approximately 3 m wide of varying lengths;
- Construction of up to ten drill pads each covering an area of approximately 40 m by 40 m;
- Drilling of 150 mm diameter exploration boreholes;
- Geophysical logging of boreholes;
- Rehabilitation of all disturbance areas including drill pads, access tracks and cement grouting and capping of boreholes, following completion of drilling activities.

The exploration area has an extensive network of existing access tracks associated with the current grazing land use (Figure 4). Existing access tracks will be used, as far as possible, for access to the borehole sites to ensure the extent of new access tracks is minimised. Any new access tracks will be graded tracks 3 m wide. Some existing tracks may also require maintenance/upgrading depending on their current condition.

The estimated total length of new access tracks is approximately 2.7 km, corresponding to a total disturbance area of less than 1 ha. Any new access tracks will be rehabilitated following the completion drilling and decommissioning and final rehabilitation of the drill pads.

Drill pads will cover an area of approximately 40 m x 40 m as shown in Diagram 1. The pads will have sufficient room for the drilling rig, support vehicles, diesel generator and other equipment. The drill pads will also have up to three sumps, 3 m x 2 m by 2 m deep, for the storage and containment of drilling fluids.

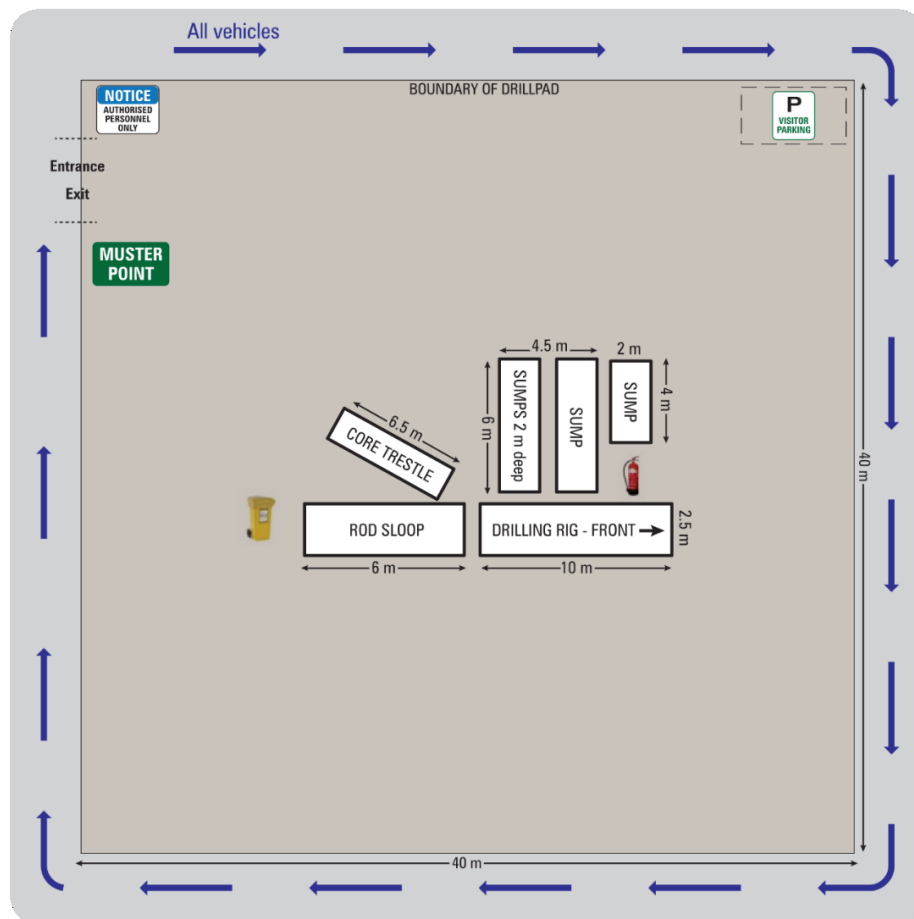


Diagram 1
Drill Pad Layout

There is flexibility in the location of drill pads and any new access tracks required that will enable the avoidance of any sensitive features including drainage lines, mature trees, Aboriginal cultural heritage sites and other sensitive features. The proposed drill pad sites and access track routes will be checked prior to commencement and will be relocated, where necessary, to avoid any sensitive features. Hence the exploration boreholes will not have any significant impacts on the environment.

Small temporary workforce camps will also be established for the exploration drilling activities. There will be no camps established within the Channel Country SEA.

During drilling all drilling fluids will be contained within shallow temporary sumps excavated in the drill pad. All fuels and oils will also be stored in accordance with the relevant Australian Standards (including AS1940) to minimise the risk of spills. Any spills will be cleaned up immediately. All refuse will be appropriately stored and removed from the drill pads at the completion of drilling. All drilling activities will be undertaken in accordance with *Standard conditions for exploration and mineral development projects – Version 2 (2016)*.

Rehabilitation of the drill pads and access tracks will be completed following the completion of drilling activities. Rehabilitation will include the following:

- Cement grouting of drill holes for the full depth and capping of bore holes approximately 1 m below ground surface.
- Removal of drilling muds and fluids from the temporary sumps and disposal off-site.
- Backfilling of cleaned out temporary sumps with stockpiled soil.
- Removal of all materials and refuse from the drill pad area and disposal off-site.
- Respreading stripped topsoil on the decommissioned drill pad.
- Natural regeneration from inherent seedstock in the topsoil.

A final inspection of the decommissioned and rehabilitated drill pads will be conducted to ensure rehabilitation has been completed in accordance with the EA conditions and any other relevant requirements.

The total ground disturbance area associated with the exploration boreholes is approximately 2.4 ha (approximately 16,000 m² for drill pads and 8,200 m² for access tracks).

Each exploration bore hole is expected to be completed, rehabilitated and decommissioned in approximately 30 days. The indicative location of the exploration boreholes are shown in Figure 4. There will be up to four (4) exploration boreholes within the Channel Country SEA. The locations of the exploration boreholes could change, dependent on the outcome of exploration Stages 1 to 3.

3.1.5 Water Supply

Water supply for drilling operations will be sourced from existing stock watering dams with agreement from the landholder for the drill site locations. Water will be trucked to the drill pads via water carts, as required.

3.1.6 Timing

The exploration program is planned to be completed in 2019 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 2019 will be completed in 2020 following the end of the wet season.

3.2 EXPLORATION ACTIVITIES WITHIN CHANNEL COUNTRY SEA

The exploration activities proposed within the Channel Country SEA are as follows:

- A portion of the MT Survey (Section 3.1.1) covering an area of approximately 187,000 ha;
- A 12.8 km section of the PS Survey line (Section 3.1.2) on a previously established QLD Government seismic line;
- Up to three (3) CSEM survey areas (Section 3.1.3); and
- Up to four (4) exploration boreholes (Section 3.1.4).

As discussed in Section 3.1 there are no TEM surveys, exploration camps or any other exploration activities within the Channel Country SEA.

The location of activities in relation to the Channel Country SEA is shown in Figure 5. The total disturbance areas of each activity within the Channel Country SEA are listed in Table 3.

Table 3
Exploration Program Disturbance Areas within Channel Country SEA

Activity	Individual Site Disturbance	Description	Disturbance Area (m ²)
Magnetotelluric Survey	250 mm diameter auger holes (0.05 m ² each)	216 auger holes	10.8
Transient Electromagnetic Survey	None		Nil
Passive Seismic Survey Line	250 mm diameter auger holes (0.05 m ² each)	26 auger holes	1.3
Controlled Source Electromagnetic Survey	12 x transmitter pits per survey area (1.5 m x 1.5 m = 2.25 m ² per pit)	Up to 3 survey areas	81
	Receiver coils (no significant disturbance)	100 per survey area	0
Exploration boreholes	Access Tracks (3 m wide, total length of 1.1 km)	Up to 4 boreholes	3,300
	Drill Pads (40 m x 40 m = 1,600 m ²)	Up to 4 boreholes	6,400
	Exploration Camps	None within the SEA	0
Total			9,800

Overall the total disturbance area for the exploration activities within the Channel Country SEA is approximately 1 ha. This is approximately 0.0004 % of the 249,000 ha of the Channel Country SEA within the exploration area.

4 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, that 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.

4.1 NATURAL HYDROLOGIC PROCESSES

4.1.1 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 6). 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.

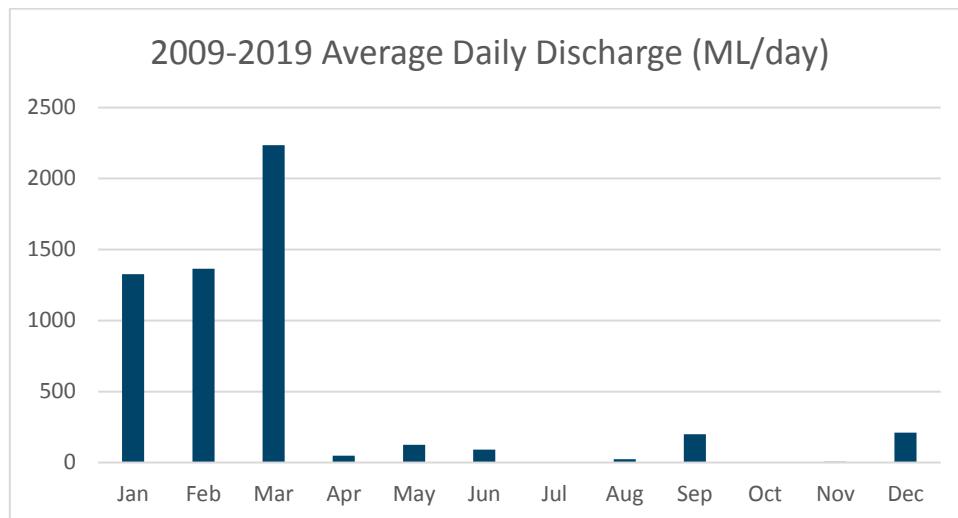


Diagram 2
Water Flow Volume (ML/day) at Georgina River – (001203A)
Roxborough Downs (BOM, 2019)

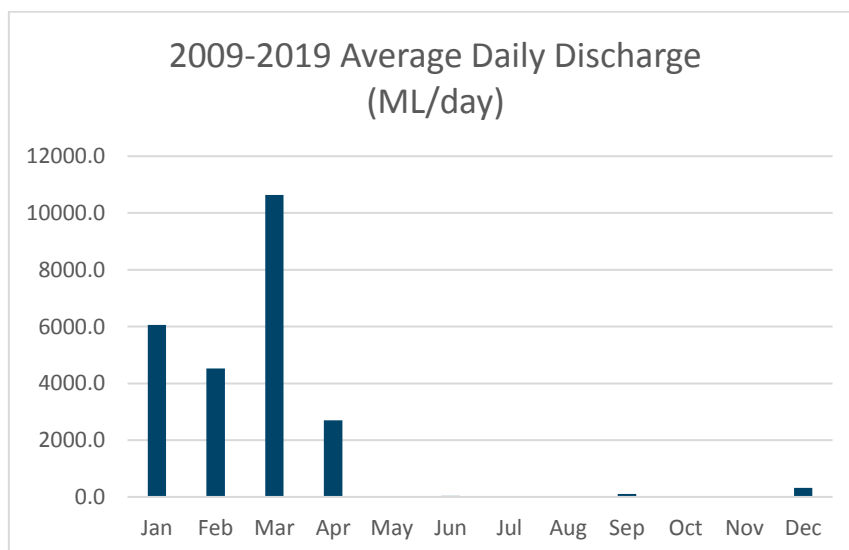


Diagram 3
Water Flow Volume (ML/day) at Burke River – (001203A)
Roxborough Downs (BOM, 2019)

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 6).

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.

4.1.2 Potential Impacts and Mitigation Measures

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

The proposed exploration activities will not obstruct any flow paths. The disturbance areas associated with the exploration activities 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.

Exploration boreholes will be drilled and rehabilitated in accordance with the requirements of the GOBORA water plan to ensure there are no adverse impacts on groundwater resources. This will include drilling being undertaken by suitably licensed groundwater drillers and grouting of boreholes after the completion of drilling.

Due to the limited disturbance areas, timing of the exploration work in the dry season, avoidance of sensitive features and rehabilitation of disturbed areas, and compliance with groundwater drilling requirements of the GABORA water plan, no impacts are anticipated to the natural hydrologic processes of the Channel Country SEA as a result of exploration activities.

4.2 BENEFICIAL FLOODING

4.2.1 Description

As discussed in Section 4.1.1, 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.

4.2.2 Potential Impacts and Mitigation Measures

As discussed in Section 4.1.2, the 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 following the completion of activities. The exploration activities will therefore have no effect on beneficial flooding within the Channel Country SEA.

4.3 WATER QUALITY

4.3.1 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 4 and 5).

Table 4
Water Quality Characteristics at Burke River (001202A) Boulia

Parameter	Count	Mean	Median
EC @ 25°C (µS/cm)	18	210	191
pH	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 5
Water Quality Characteristics at Georgina River – Roxborough Downs (001203A)

Parameter	Count	Mean	Median
EC @ 25°C (µS/cm)	26	545	343
pH	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.

4.3.2 Potential Impacts and Mitigation Measures

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

Disturbance from 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 exploration activities, including the removal of drilling fluids from site.

Care will be taken during exploration drilling to ensure the risk of any spillage of fuel or hydrocarbons is minimised and any spills will be cleaned up immediately.

Exploration boreholes will be drilled and rehabilitated in accordance with the requirements of the GOBORA water plan to ensure there are no adverse impacts on groundwater including groundwater quality. This will include drilling being undertaken by suitably licensed groundwater drillers and grouting of boreholes after the completion of drilling.

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

4.4 WILDLIFE CORRIDORS

4.4.1 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 7). 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* low open woodland on alluvium. RE 4.3.21 is known to have suitable habitat for the Waddy Tree (*Acacia peuce*) 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.

4.4.2 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.

Other Environmental Attributes

The RPI Act Statutory Guideline 05/14 also lists riparian processes and geomorphic processes as potential relevant environmental attributes. As discussed in Section 4.1, the exploration activities will not impact these attributes for the following reasons:

- The total disturbance area of the exploration activities within the Channel Country SEA is very small (approximately 1 ha);
- The 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, where possible, including drainage channels, surface water bodies, mature trees, and riparian vegetation.
- All disturbed areas will be rehabilitated immediately following the completion of activities.

4.5 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. Daily minimum temperatures range from 9.5° C in Winter to 24.6° C in January. The proposed exploration program is aimed to be completed between August and November to avoid excessive heat and impact by significant rainfall.

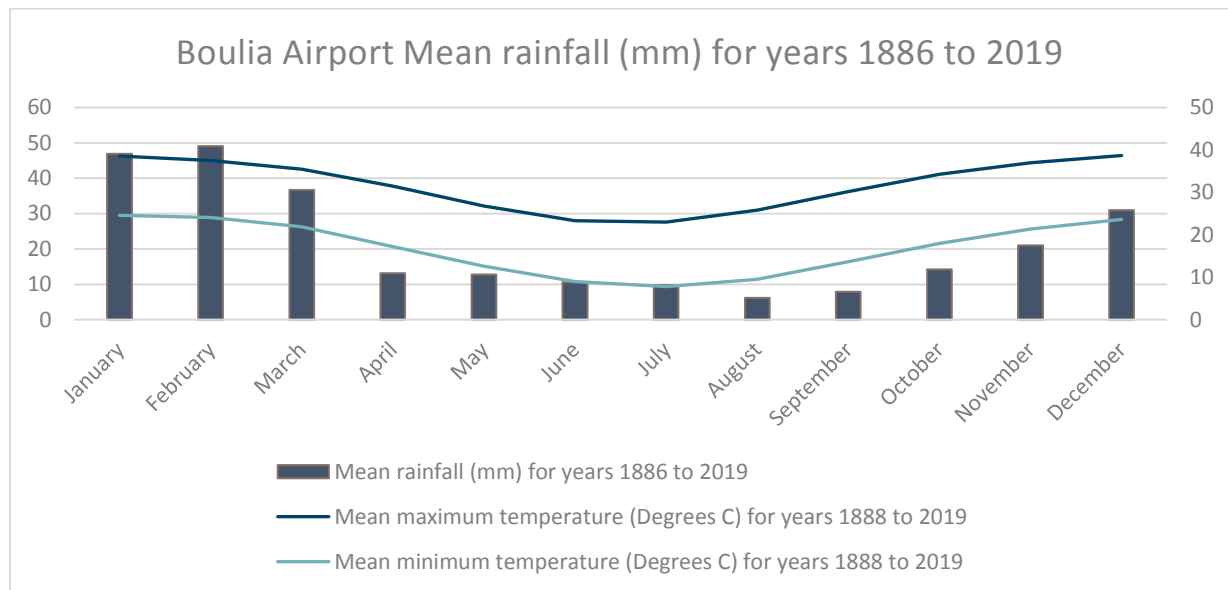


Diagram 4
Monthly Mean Rainfall, Minimum and Maximum Temperatures
for the Region (BOM, 2019)

4.6 LAND USE

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

5 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 6 with a summary of compliance of the proposed exploration activities within the Channel Country SEA, as described in this report.

Table 6
RPI Application Assessment Criteria

Schedule 2 Part 5 of the RPI Regulation	Response
Required Outcome	
14) The activity will not result in a widespread or irreversible impact on an environmental attribute of a strategic environmental area.	The proposed activities will not result in any material or widespread impact to the environmental attributes listed in Section 7 of the RPI Regulation for the Channel Country SEA.

	This report outlines the risk of potential impact on these attributes in Section 4 and includes mitigation strategies for avoiding and minimising impacts.
Prescribed Solution	Response
(15)(1) 15) (1) The application demonstrates either – (a) the activity will not, and is not likely to, have a direct or indirect impact on an environmental attribute of the strategic environmental area; or	The proposed exploration activities involve the temporary disturbance of a very small area (approximately 1 ha) and will not have any significant direct or indirect impact on the listed environmental attributes either at the time of undertaking the activity, or in the future. Refer Section 4 for detail on proposed mitigation measures.
b) all of the following – (i) if the activity is being carried out in a designated precinct in the strategic environmental area – the activity is not an unacceptable use for the precinct;	The proposed exploration activities do not include the relevant unacceptable uses listed in Schedule 2 Part 5 Section 15(2) (ie open cut mining, broad acre cropping or water storage (dam)).
ii) the construction and operation footprint of the activity on the environmental attribute is minimised to the greatest extent possible;	Measures proposed to minimise the disturbance area within the Channel Country SEA, including maximising the use of existing access tracks, are described in Sections 3 and 4. The total disturbance area within the Channel Country SEA is only approximately 1 ha.
Schedule 2 Part 5 of the RPI Regulation	Response
Prescribed Solution	
(iii) the activity does not compromise the preservation of the environmental attribute within the strategic environmental area;	As discussed in Section 4, the proposed exploration activities will not significantly impact, or compromise the preservation, of any of the environmental attributes of the Channel Country SEA.
iv) if the activity is to be carried out in a strategic environmental area identified in a regional plan – the activity will contribute to the regional outcomes, and be consistent with the regional policies, stated in the regional plan.	The Channel Country SEA is not identified in the Boulia Regional Plan.

6 CONCLUSION

AAEA is proposing to undertake an exploration program within the Mt Isa South Exploration Area. The Channel Country SEA is located in the southern portion of the exploration area and there are exploration activities proposed within the SEA.

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

Overall the impact of the proposed exploration activities is minor with a total disturbance area within the SEA of approximately 1 ha. In addition, there are numerous impact mitigation and management measures proposed to minimise any potential impacts of the exploration activities. These include:

- Conducting the exploration activities within the dry season;
- Minimising disturbance by utilisation of existing access tracks, wherever possible;
- Pre disturbance inspections to ensure any sensitive environmental features are avoided in the location of disturbance;
- Rehabilitation of disturbed areas immediately following the completion of activities.

In conclusion, with the application of the proposed mitigation and management measures, the proposed exploration activities are not considered likely to cause any material or prolonged impact on the prescribed environmental attributes of the SEA and it is considered that the proposed exploration program satisfies the criteria for approval under Section 28 of the RPI Act.

for

HANSEN BAILEY



Simon McVeigh
Senior Environmental Scientist



Peter Hansen
Director

7 REFERENCES

Bureau of Meteorology (2019) Climate Statistics for Boulia Airport Accessed
http://www.bom.gov.au/climate/averages/tables/cw_038003.shtml

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Department Environment and Heritage Protection (2016) Eligibility criteria and standard conditions for exploration and mineral development projects—Version 2 Accessed: <https://environment.des.qld.gov.au/assets/documents/regulation/rs-es-exploration-mineral-development-projects.pdf>

Department Environment and Science (2019) The Regional Ecosystem Description Database. Accessed:
<http://qldspatial.information.qld.gov.au/catalogueadmin/catalog/main/home.page>

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<https://www.legislation.qld.gov.au/view/html/inforce/current/act-1992-020>

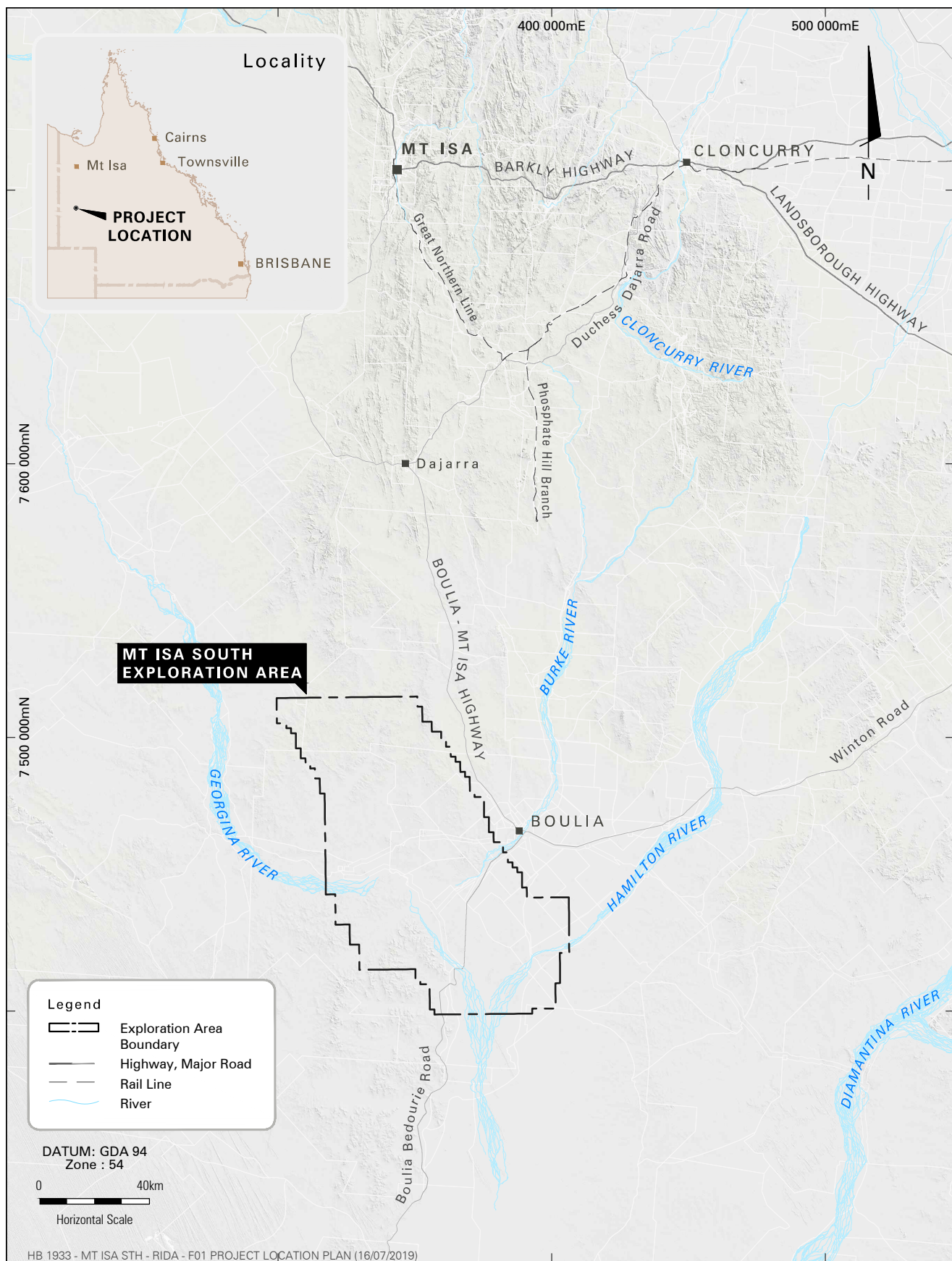
RPI Statutory Guideline 05/14 (2014) Carrying out resource activities and regulated activities in a Strategic Environmental Area. Regional Planning Interests Act 2014 Accessed: <https://dilgpprd.blob.core.windows.net/general/rpi-guideline-05-14-carrying-out-activities-in-sea.pdf>

RPI Statutory Guideline 05/14 (2014) Public notification of assessment applications. Regional Planning Interests Act 2014 Accessed:
<https://dsdmipprd.blob.core.windows.net/general/rpi-guideline-06-14-notification-requirements-under-rpi.pdf>

RPI Act 2014 (QLD) Accessed:
<https://www.legislation.qld.gov.au/view/html/inforce/current/act-2014-011#sec.30>

Vegetation Management Act 1999 (QLD) Accessed:
<https://www.legislation.qld.gov.au/view/pdf/2017-07-03/act-1999-09>

FIGURES



MT ISA SOUTH PROJECT

Project Location

FIGURE 1

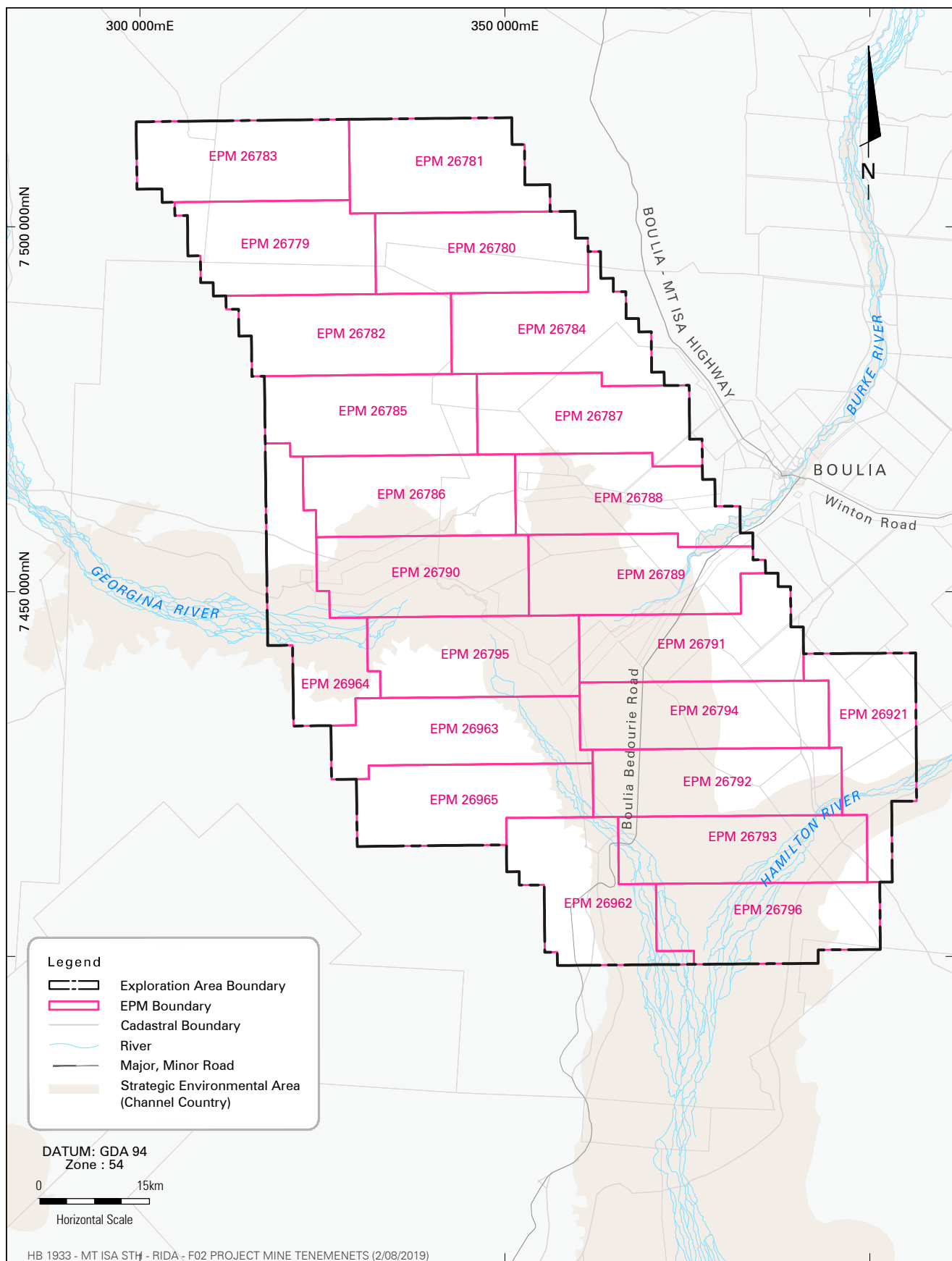
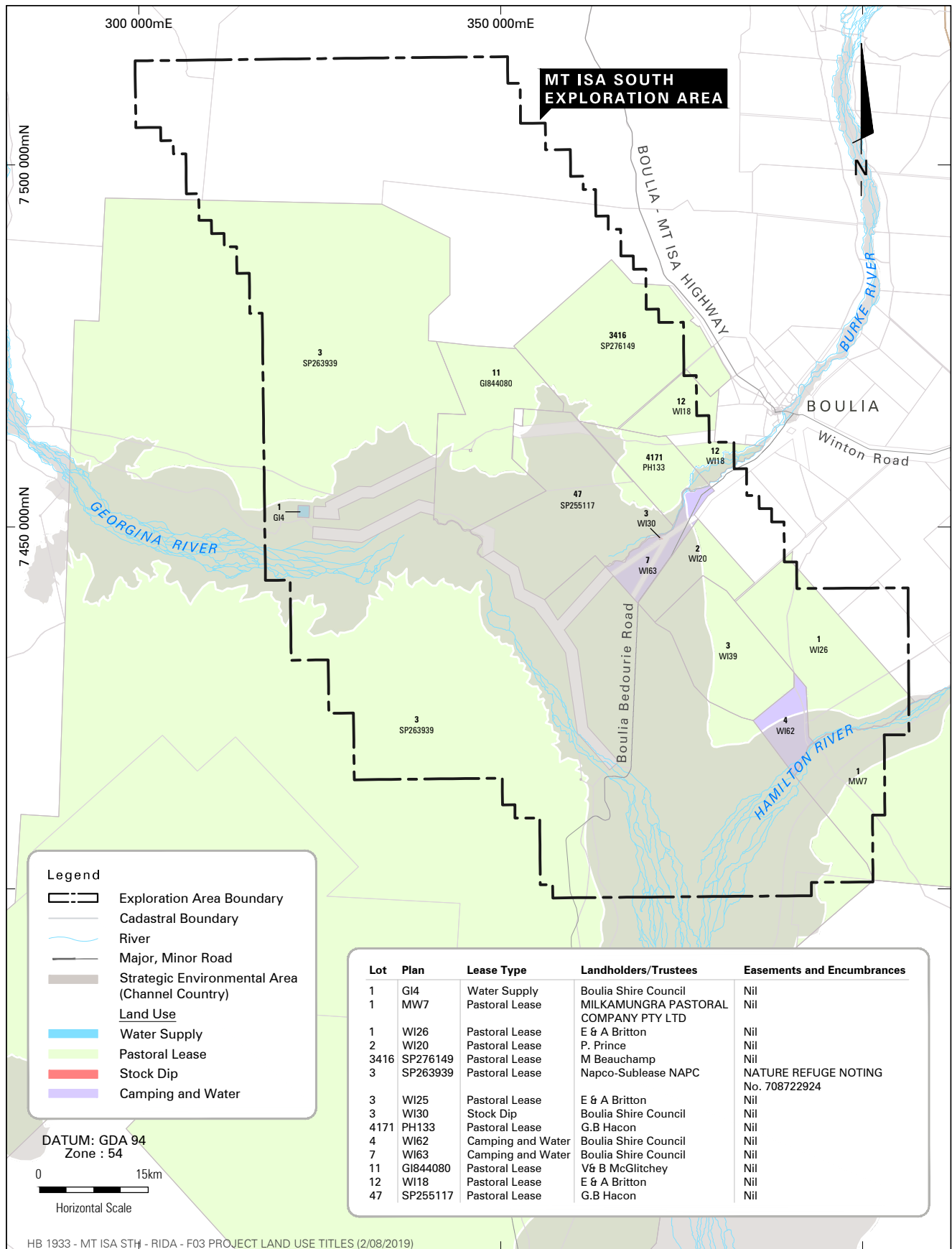


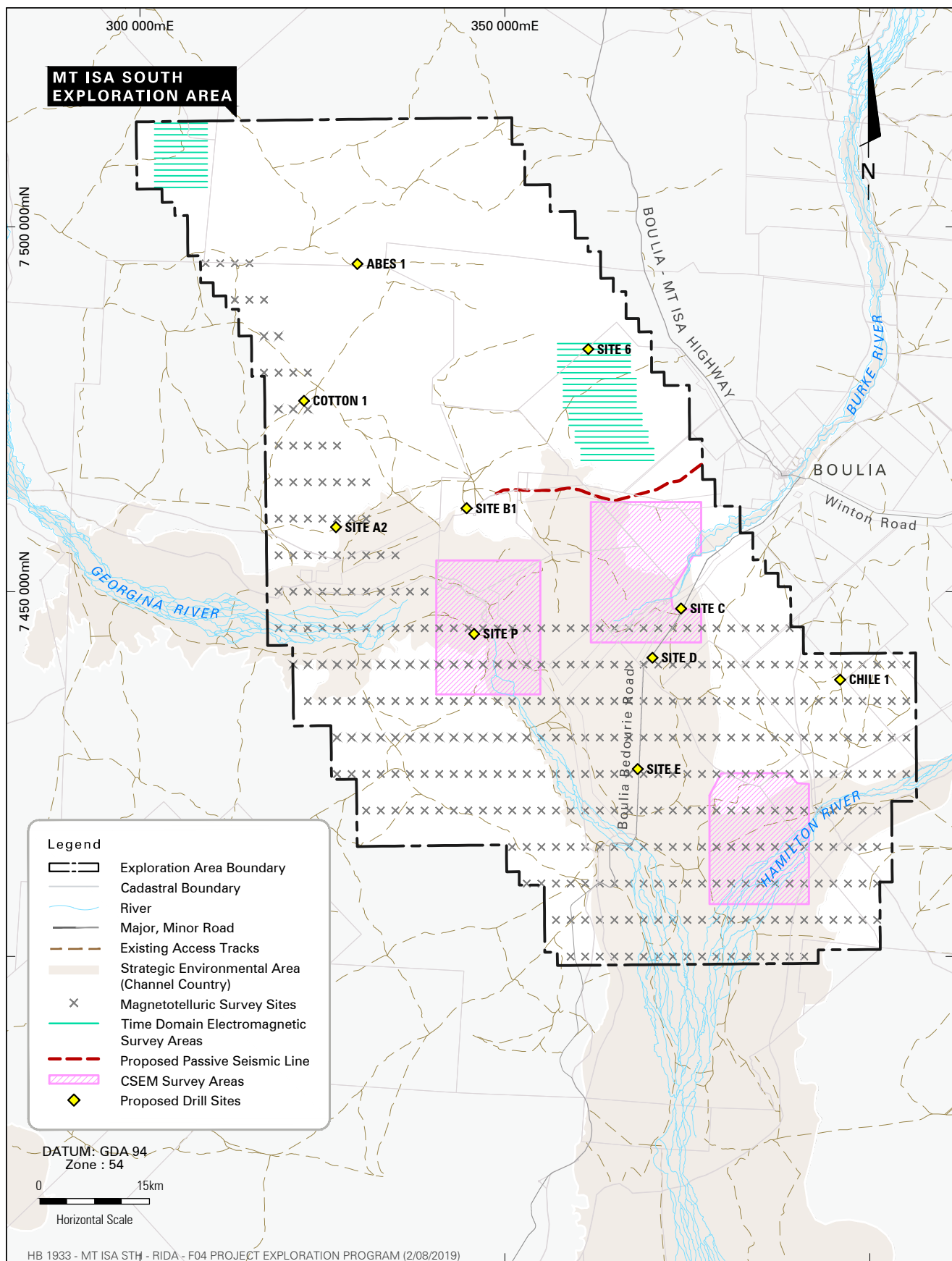
FIGURE 2



MT ISA SOUTH PROJECT

Property Titles

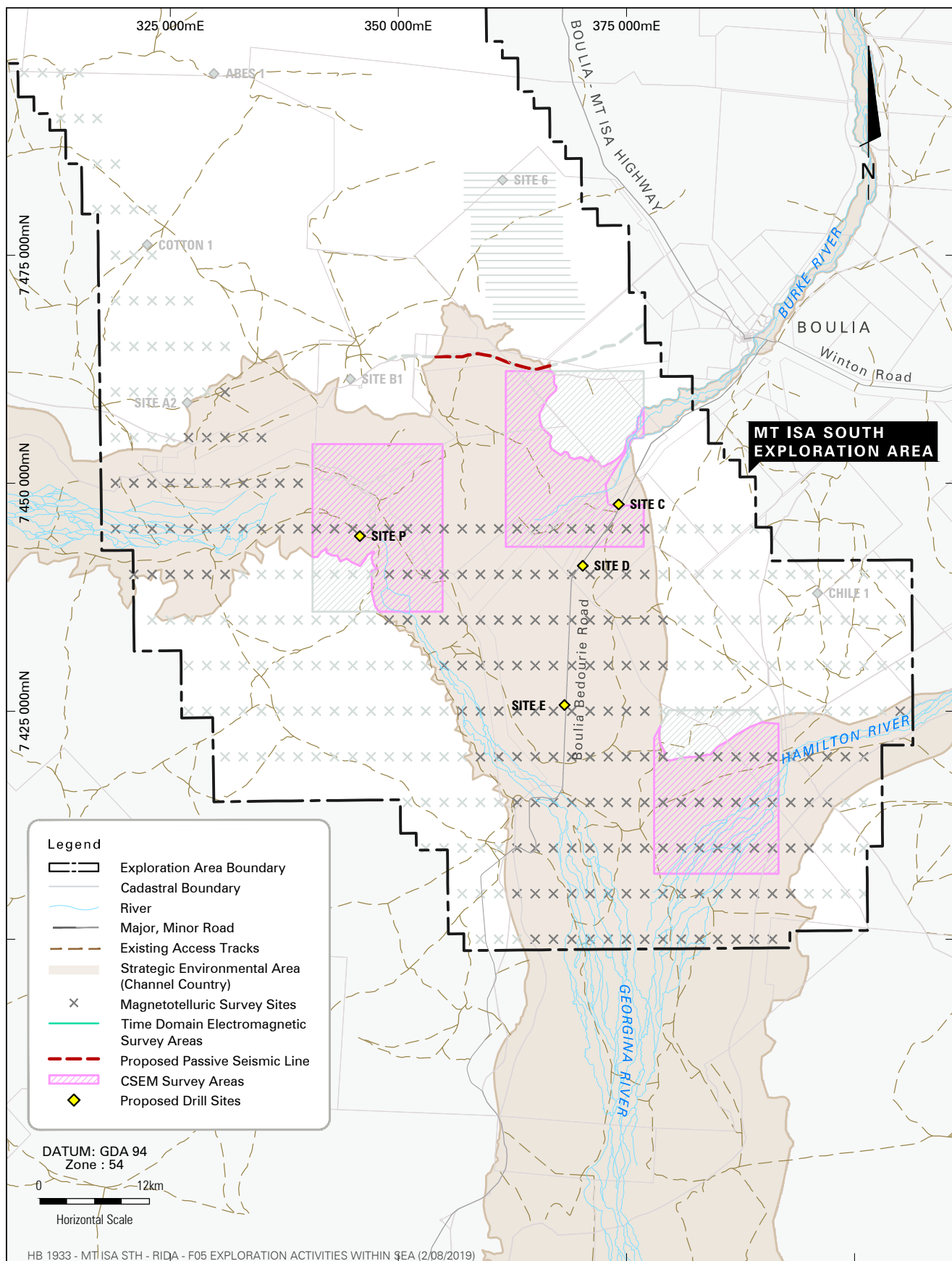
FIGURE 3



MT ISA SOUTH PROJECT

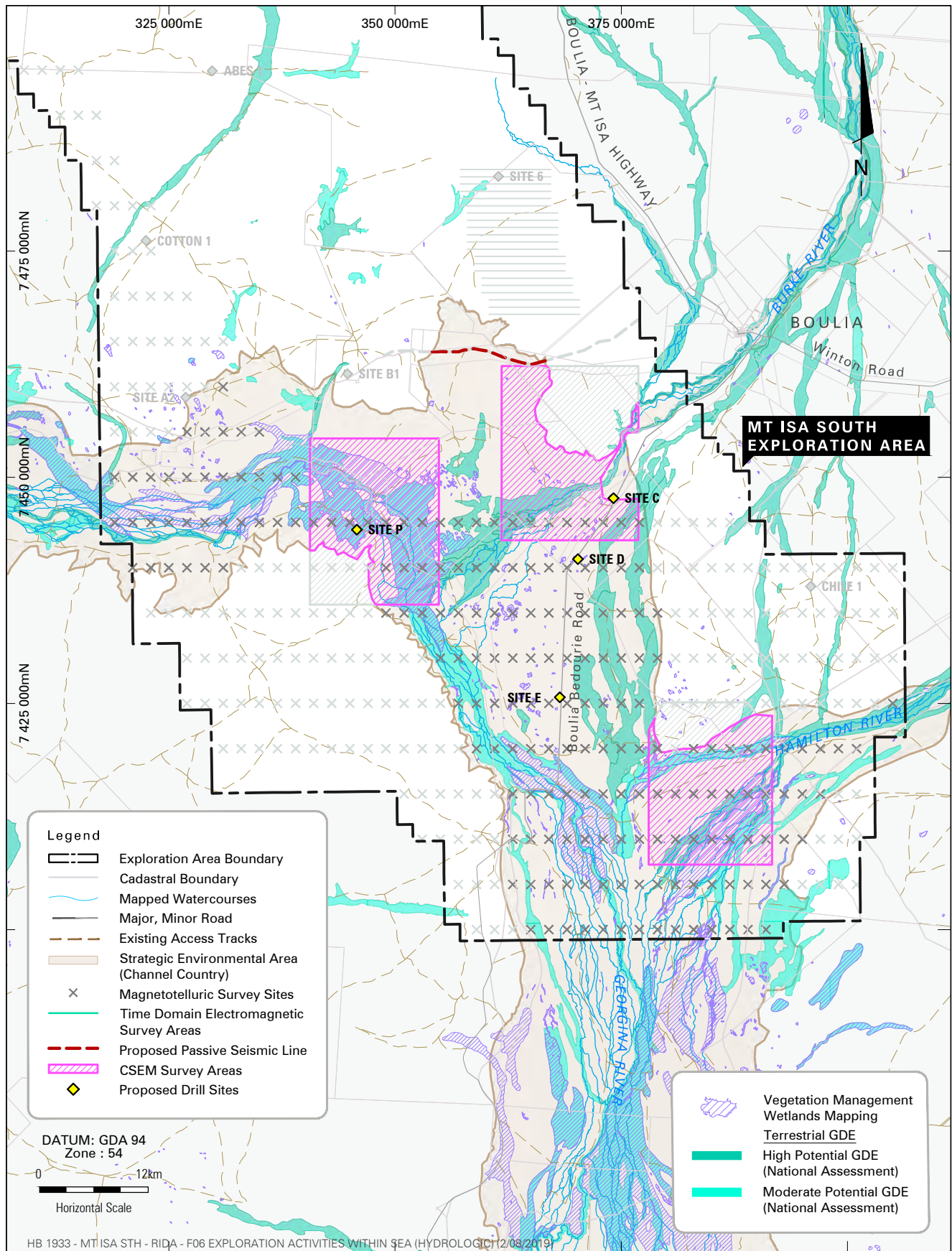
Exploration Program Layout

FIGURE 4



MT ISA SOUTH PROJECT
Exploration Activities within the
Channel Country SEA

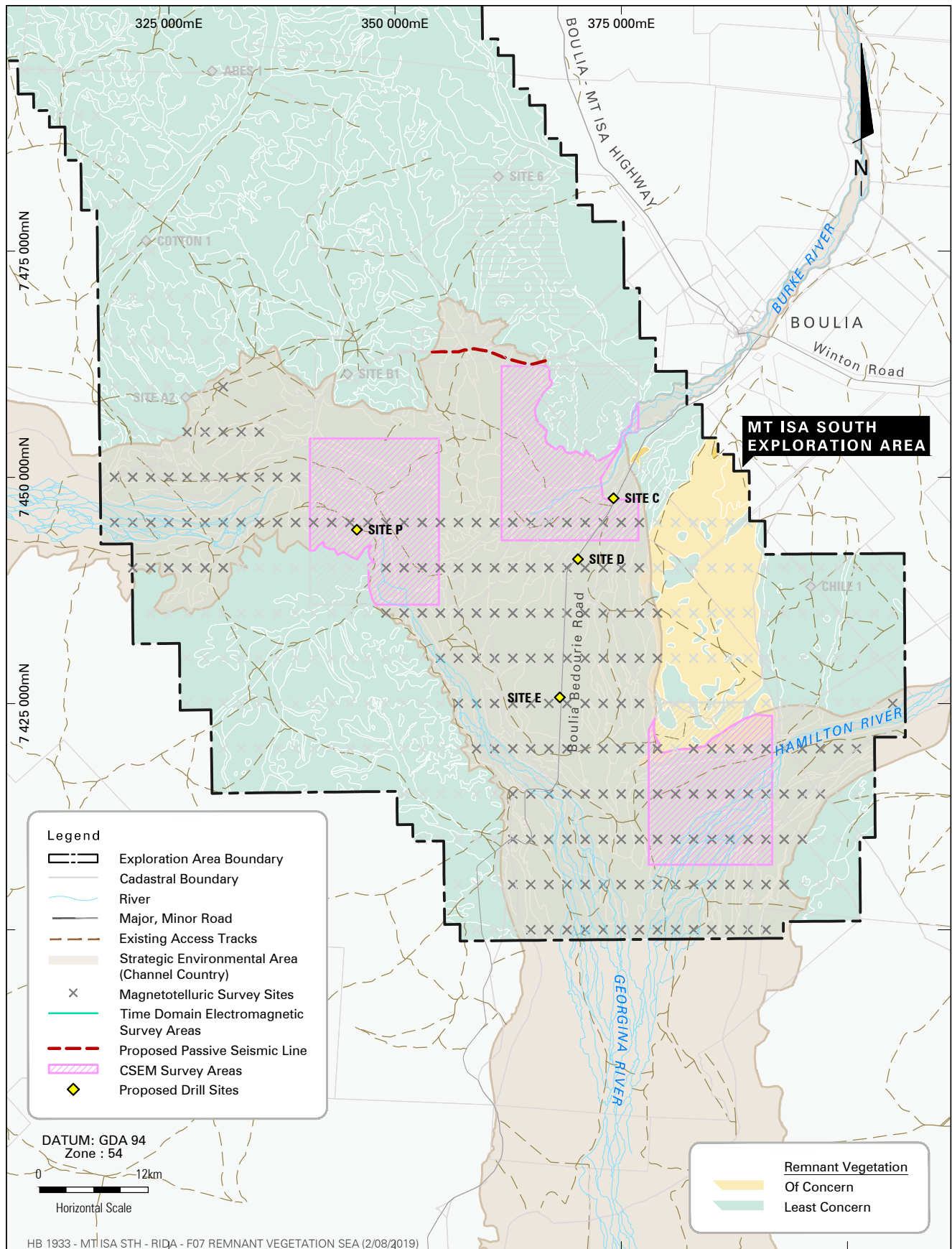
FIGURE 5



MT ISA SOUTH PROJECT

Hydrologic Features

FIGURE 6



MT ISA SOUTH PROJECT

Remnant Vegetation

FIGURE 7

APPENDIX A

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815712

Search Date: 05/08/2019 15:02

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: 31815712

Search Date: 05/08/2019 15:02

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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815712

Search Date: 05/08/2019 15:02

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815712

Search Date: 05/08/2019 15:02

Title Reference: 17663234

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815712

Search Date: 05/08/2019 15:02

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)			

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815593

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815593

Search Date: 05/08/2019 14:55

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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815593

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815593

Search Date: 05/08/2019 14:55

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815593

Search Date: 05/08/2019 14:55

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 NATIVE TITLE ACT 1993 (CTH)	10/08/2017 12:17	CURRENT
718665987	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	03/04/2018 10:14	CURRENT

UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815580

Search Date: 05/08/2019 14:55

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: 719372009 23/04/2019

PHILLIP GREGORY PRINCE PERSONAL REPRESENTATIVE
UNDER DOCUMENT 719372009

CONDITIONS

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815580

Search Date: 05/08/2019 14:55

Title Reference: 17663246

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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815580

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815580

Search Date: 05/08/2019 14:55

Title Reference: 17663246

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815580

Search Date: 05/08/2019 14:55

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.

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
718204377	NT DETERM	10/08/2017 12:17	CURRENT
NATIVE TITLE ACT 1993 (CTH)			

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815583

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815583

Search Date: 05/08/2019 14:55

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 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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815583

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815583

Search Date: 05/08/2019 14:55

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815583

Search Date: 05/08/2019 14:55

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)		
718665983	ADMIN NOTING	03/04/2018 10:13	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815590

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815590

Search Date: 05/08/2019 14:55

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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815590

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815590

Search Date: 05/08/2019 14:55

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815590

Search Date: 05/08/2019 14:55

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)		
718665958	ADMIN NOTING	03/04/2018 10:11	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815576

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815576

Search Date: 05/08/2019 14:55

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 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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815576

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815576

Search Date: 05/08/2019 14:55

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

1. 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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815576

Search Date: 05/08/2019 14:55

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

Dealing	Type	Lodgement Date	Status
718204377	NT DETERM	10/08/2017 12:17	CURRENT
NATIVE TITLE ACT 1993 (CTH)			

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815578

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815578

Search Date: 05/08/2019 14:55

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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815578

Search Date: 05/08/2019 14:55

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815578

Search Date: 05/08/2019 14:55

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815578

Search Date: 05/08/2019 14:55

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 REFUGE 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

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
718204377	NT DETERM NATIVE TITLE ACT 1993 (CTH)	10/08/2017 12:17	CURRENT
718665905	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	03/04/2018 10:04	CURRENT

UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816370

Search Date: 05/08/2019 15:38

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816370

Search Date: 05/08/2019 15:38

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 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 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;

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816370

Search Date: 05/08/2019 15:38

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816370

Search Date: 05/08/2019 15:38

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

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816370

Search Date: 05/08/2019 15:38

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)			

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)

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815594

Search Date: 05/08/2019 14:56

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

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815594

Search Date: 05/08/2019 14:56

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.
 - (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
 - (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
 - (6) The lessee must control pest plants and animals, on the leased land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the 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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815594

Search Date: 05/08/2019 14:56

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.

CURRENT STATE TENURE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815594

Search Date: 05/08/2019 14:56

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	Type	Lodgement Date	Status
718204377	NT DETERM NATIVE TITLE ACT 1993 (CTH)	10/08/2017 12:17	CURRENT
718665932	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	03/04/2018 10:08	CURRENT
718665990	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	03/04/2018 10:15	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)

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CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815584

Search Date: 05/08/2019 14:55

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

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
718204377	NT DETERM	10/08/2017 12:17	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
718665988	ADMIN NOTING	03/04/2018 10:15	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816367

Search Date: 05/08/2019 15:38

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

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816365

Search Date: 05/08/2019 15:37

Title Reference: 49014327

Date GAZETTED: 15/12/1917

PAGE: 1986

Opening Ref: RES 1917

Purpose: WATER SUPPLY

Sub-Purpose:

Local Name: TWENTY-FIVE MILE WELL

Address:

County (R) No: R1

File Ref: RES 1917

TRUSTEES

BOULIA SHIRE COUNCIL GAZETTED ON 29/11/1924 PAGE 2081

LAND DESCRIPTION

LOT 1 CROWN PLAN GI2 GAZETTED ON 29/11/1924 PAGE 2081
Local Government: BOULIA

Area: 283.482000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31815585

Search Date: 05/08/2019 14:55

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 WI63 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

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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CURRENT RESERVE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31816138

Search Date: 05/08/2019 15:24

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

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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