

*Sanctuary Cove resort Act 1985
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998*

NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate GTP 201, to be held at
CEO Office, Sanctuary Cove Body Corporate Services,
Sanctuary Cove, QLD 4212, on
Friday 9th February 2024 11:00AM**

A proxy form and a voting paper have been included in order to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

INDEX OF DOCUMENTS

- 1. NOTICE AND AGENDA OF MEETING**
- 2. INSTRUCTIONS FOR VOTING**
- 3. PROXY FORM**
- 4. VOTING [MOTIONS FROM AGENDA]**

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying Voting Paper. An explanatory note by the owner proposing a motion may accompany the agenda.

If you are not attending the meeting in person, please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PTBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, SANCTUARY COVE QLD, 4212

Sanctuary Cove Resort Act 1985
Building Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998

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Friday 9th February 2024 11:00AM**

In order to avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial Status
4. Recording of the Meeting
5. Motion
 1. Approval of PTBC AGM Minutes 11th December 2023
 2. Approval of PTBC EGM VOC Minutes held 20th December 2023
 3. Body Corporate – PTBC Appointment of Additional Nominee Director to Board of SCCSL & Subsidiaries
 4. Body Corporate – Approval of Stephen Anderson to be renominated as a Director of the Board of SCCSL & Subsidiaries
 5. Body Corporate – PTBC to instruct an Independent Director

6. Correspondence for Information

No	Date	From	To	Regarding
1	20 December 2023	Engeny	PTBC	Communication regarding Sediment Depth Assessment.
2	29 January 2024	PBC Chairperson	PTBC Chairperson	Communication regarding VOC dated 31 January 2024

7. Business Arising

1. Asset Improvement Programme Update

8. General Business

9. Closure of Meeting

10. Next meeting on Thursday 25th April 2024

VOTING PAPER

Extraordinary General Meeting for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: CEO Office, Sanctuary Cove Body Corporate Services
Shop 1A, Masthead Way, Sanctuary Cove, QLD 4212

Date and time of meeting: Friday 9th February 2024 – 11:00am

Instructions

If you want to vote using this voting paper, then **circle or tick** either **YES, NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda.

MOTIONS

1 Approval of Previous Annual General Meeting Minutes – 11th December 2023 (Agenda Item 5.1)

Proposed by: Statutory Motion

THAT the Minutes of the PTBC Annual General Meeting held on 11th December 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

2 Approval of PTBC EGM VOC Minutes held 20th December 2023 (Agenda Item 5.2)

Proposed by: Statutory Motion

THAT the VOC Minutes of the PTBC Extraordinary General Meeting held on 20th December 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

3 Body Corporate – PTBC Appointment of Additional Nominee Director to Board of SCCSL & Subsidiaries (Agenda Item 5.3)

Proposed by: PTBC Chairperson

THAT per clause 5.6 of the Shareholders Agreement, the PTBC is to give notice to the Company (SCCSL), and the PBC as 50% shareholder, of the intent to appoint an additional Nominee Director (Barry Teeling), to the Board of SCCSL and Subsidiaries, with a date for the appointment (Notice of Appointment) to take effect 4 weeks from the date of the passing of this resolution.

Yes	
No	
Abstain	

4 Body Corporate – Approval of Stephen Anderson to be renominated as a Director of the Board of SCCSL & Subsidiaries (Agenda Item 5.4)

Proposed by: PTBC Chairperson

THAT the PTBC EGM approves and accepts Stephen Anderson to be renominated as a Director of the Board of SCCSL and Subsidiaries.

Yes	
No	
Abstain	

5 Body Corporate – Independent Director of Board (Agenda Item 5.5)

Proposed by: PTBC Chairperson

THAT the PTBC requests the Board of the Company (SCCSL) to consider a motion to advertise externally for the appointment of an Independent Director to the Board of SCCSL and Subsidiaries. This action will commence by issuing correspondence to the Company (SCCSL) by the PTBC Secretary.

Yes	
No	
Abstain	

GTP: 201

Lot Number:

Unit Number:

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

Name of voter: _____

Signature of vote: _____

Date: _____



MINUTES OF PTBC ANNUAL GENERAL MEETING

For Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212

Date and time of meeting: Monday 11th December 2023
09:55am – 10:11am

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present at the Meeting:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Lot 6 Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

The following members were present In Person and by Voting Paper:

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: Mr Paul Sanders

The following members were represented at the meeting by Proxy:

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 31 Rep: Mr Barry Teeling to Mr Stephen Anderson

Present by Invitation:

Mr Dale St George, Secretary

Mrs, Jodie Syrett Minute taker

Apology

Mr Barry Teeling

Quorum

A quorum was achieved for the meeting.

MOTIONS

1 Approval of Previous Meeting Minutes CARRIED

Proposed by: Statutory Motion

That the Minutes of the Executive Committee and Extraordinary General Meeting held on 26th October 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	3
No	0
Abstain	1

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders			X
Barry Teeling	X		
Stuart Shakespeare	X		

2 Financial Statements Year Ending 31 October 2023 CARRIED

Proposed by: the Chairperson

That the Primary Thoroughfare Body Corporate:

(a) accepts that the body corporate is a non-reporting entity and that to the best of the knowledge and belief of the Members of the body corporate, would remain so in the current financial year; and

(b) approves and adopts the audited Statements of Income and Expenditure for the year ending 31 October 2023 showing a deficit of \$33,175.37 in the Administration Fund and a deficit of \$818,003.22 in the Sinking Fund, together with the Statement of Assets and Liabilities as at 31 October 2023 showing total Net Assets (accumulated funds) of \$1,916,477.85.

Note:

The PTBC Administrative Fund Balance year ending 31 October 2023 is \$337,639.08 given the carried forward balance of \$370,814.45 from the previous year. The PTBC Sinking Fund Balance year ending 31 October 2023 is \$1,578,838.77

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

3 No Appointment of Auditor**DEFEATED**

Proposed by: Statutory Motion

That pursuant to Section 70(5) of the Sanctuary Cove Resort Act 1985, and in accordance with the provisions of Part 2 of the Second Schedule Sections 1(5A), 1(5B) and 1(5C) of the Building Units and Group Titles Act 1980 the accounts of the body corporate relating to the financial year ending 31 October 2024 not be audited.

Yes	0
No	4
Abstain	0

Please note: If you want the accounts to be audited, vote NO.

Members Name	Yes	No	Abstain
Stephen Anderson		X	
Paul Sanders		X	
Barry Teeling		X	
Stuart Shakespeare		X	

4 Appointment of Auditor**CARRIED**

Proposed by: Statutory Motion

That pursuant to Section 70(5) of the Sanctuary Cove Resort Act 1985 and Part 2 of the Second Schedule Section 1(5) (ba) of the Building Units and Group Titles Act 1980, auditors PKF Chartered Accountants, conduct the audit of the body corporate financial records for the financial year ending 31 October 2024 at a cost of \$4,015 inc GST.

Yes	4
No	0
Abstain	0

*Note:**This is an increase of \$363.00 from last year.*

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

Proposed by: Statutory Motion

That the PTBC accepts moving the renewal date for Insurance from 31/01/2024 to 31/12/2023. The PTBC will be credited for the unused portion of premium (January). By moving the renewal date, allows for a more cohesive delivery of renewal terms.

Note: The total cost for the Insurance Policy for 2023/2024 is \$299,960 which sees an increase of \$22,499. However, allowing a credit of \$21,949.43 for the month owing in January.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

ELECTION OF PTBC EXECUTIVE COMMITTEE

As only one (1) nomination was received for the position of Chairperson, Mr Stephen Anderson was duly appointed to the role of PTBC Chairperson at the meeting.

As only (1) nomination was received for the position of Secretary / Treasurer, Mr Dale St George was duly appointed to the role of PTBC Secretary / Treasurer (non – voting) at the meeting.

As the PBC AGM was being held at 11am following this meeting, appointment of the PTBC Executive Committee will be decided once the secret ballot has been conducted to appoint the PBC EC members.

GENERAL BUSINESS

Section 56:

- Stephen (SA) asked Stuart (SS) if Section 56 was any further along? SS advised it has been a consideration for an agenda and it is a topic of conversation.

Chairman



**MINUTES OF EXTRAORDINARY GENERAL MEETING
VOTING OUTSIDE COMMITTEE MEETING
OF THE PRIMARY THOROUGHFARE BODY CORPORATE**

Location of meeting: Voting Outside Committee meeting
Date and time of meeting: Wednesday 20th December 2023
Meeting start time: 5:05pm **Meeting finish time:** 5:10pm

Attendance

The following Committee members were present by voting paper:
Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Rep: Mr Stephen Anderson
Position: Ordinary Member Name: Mulpha Sanctuary Cove Developments Pty Limited Rep: Mr Barry Teeling
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders
Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

Quorum

A Quorum was present for this meeting.

MOTIONS

1	Facilities – The Address Gates/Fence Upgrade – Landscaping	CARRIED
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Proposed by: PTBC Chairperson

RESOLVED That the PTBC agrees to expend \$67,489.81 Inc GST plus a contingency of 10% in the amount of \$6,748.98 Inc GST for the engagement of The Plant Management Company to undertake the garden upgrade of The Address Entry/Exit, with funds to be expensed to the Sinking Fund – Landscaping – 22280.

Yes	4
No	0
Abstain	0

And further notes that due to the “design” element and time constraints of the works, only one (1) quote was obtained from The Plant Management Company. The PTBC approves the reduction in the required number of quotes to be obtained from three (3) to one (1).

FURTHER RESOLVED That the PTBC agrees to expend \$13,860.00 Inc GST plus a contingency of 10% in the amount of \$1,386.00 Inc GST for the engagement of The Plant Management Company to supply and install 70m³ of 1 inch hoop pine mulch, with funds to be expensed to the Admin Fund – Mulch – 12421

And further notes that as The Plant Management Company are listed as a preferred supplier for this type of work, only one (1) quote was obtained.

Chairperson: _____

**GENERAL INSTRUCTIONS
EXTRAORDINARY GENERAL MEETING NOTICE**

INTERPRETATIONS

Section 39 of the *Sanctuary Cove Resort Act 1985* sets out the following interpretations for

VOTING RIGHTS Any powers of voting conferred by or under this part may be exercised

- (a) in the case of a proprietor who is an infant-by the proprietor's guardian;
- (b) in the case of a proprietor who is for any reason unable to control the proprietor's property-by the person who for the time being is authorised by law to control that property;
- (c) in the case of a proprietor which is a body corporate-by the person nominated pursuant to section 38 by that body corporate.

Part 3, Section 22 of the *Sanctuary Cove Resort Act 1985*, sets out the following interpretation for:

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

- (a) passed at a duly convened general meeting of the principal body corporate by the members whose lots (whether initial lots, secondary lots, group title lots or building unit lots) have an aggregate lot entitlement of not less than 75% of the aggregate of all lot entitlements recorded in the principal body corporate roll.

Part 3, Division 2B, 47D of the *Sanctuary Cove Act 1985*, sets out the following for proxies for General meetings of the Principal Body Corporate.

APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the principal body corporate's financial year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary
Address of scheme: C/- Sanctuary Cove Primary Thoroughfare Body Corporate, PO Box 15, SANCTUARY COVE, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space please attach separate sheets.

I/we

Name of owner 1:

Signature: Dated: ___/___/___

Name of owner 2:

Signature: Dated: ___/___/___

being the Proprietor/s of the following Lot/s

Lot number/s: Plan number:

Name of Body Corporate:

.....

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (including adjournments) at (please tick one)

- [] The body corporate meeting to be held on ___/___/___
[] All body corporate meetings held before ___/___/___ (expiry date)
[] All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: Dated: ___/___/___

Residential address:

Suburb: State: Postcode:

Postal address:

Suburb: State: Postcode:

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners corporations must keep the copy of the Proxy authorisation for 12 months.

**CORRESPONDENCE
FOR INFORMATION**

ITEM 1

From: [Carson Ly](#)
To: [Dale StGeorge](#); [Paul Sanders](#)
Cc: [Brendon Bolt](#)
Subject: RE: QC4060_001 - Sediment Depth Assessment [Filing cancelled]
Date: Wednesday, 20 December 2023 1:44:13 PM
Attachments: [image001.png](#)

Hi Dale,

I have engaged two (2) contractors to provide a formal quote for the bathymetric survey of the sanctuary cove golf and country club's lakes.

I have attached both quotes to this email however, the costs for each contractor are summarised below.

	Orion Spatial Solutions	Wolpert
Cost (exc. GST)	\$60,000.00	\$24,600.00
Works Undertaken	1-2 weeks from acceptance of work.	1-2 weeks from acceptance of work.
Vessel used to undertake works	Remote controlled boat	Remote controlled boat

Given that the works can commence around the same time and their scopes are essentially identical, I recommend engaging Wolpert.

Wolpert have provided me with Onedrive link which shows example photos/videos of the vessels in action. Link below.

 [To Share](#)

Please note that Engeny will need to review data provided by the contractor and implement the results into the water balance model. Therefore, between the engagement/coordination of the contractor and the further works that is required, Engeny seek a variation of \$5,200.00 (exc. GST).



In addition, I am currently working though the site assessment and investigation report and intend on getting that to you early in the new year.

Feel free to give me a call if you would like to further discuss this.

Kind regards,

Carson Ly
Engineer



P 07 3221 7174 **M** 0411 536 761
E carson.ly@engeny.com.au
Level 1&2 500 Queen Street Brisbane QLD 4000
www.engeny.com.au  



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Our Ref: 3130 – Sanctuary Cove Golf and Country Club

Friday, 15 December 2023

Attn: Carson Ly

Engeny Australia Pty Ltd
 Level 1 500 Queen St
 BRISBANE CITY QLD 4000

Fee Proposal - Sanctuary Cove Golf and Country Club

Introduction:

Thank you for the opportunity to provide a fee proposal for the abovementioned project.

We understand bathymetric survey of the 24 nominated water bodies over the Pines and Palms Golf Courses is required to determine levels of silt. We understand there are no as-constructed plans to determine the original base layer of each water body. Therefore, we are proposing a dual frequency sonar sensor as the industry standard, to determine the top layer of silt and lower base layer of the water body. The dual frequency sonar sensor will utilise 200kHz frequency for top layer returns and 33kHz frequency for lower-level harder surface returns. Please note that we cannot guarantee a return on the lower layer as it is unknown what type of silt/soil material will be encountered. We are proposing to complete the survey with our remote-controlled bathymetric boat, to minimise disruption to course operations, its smaller size will be easier to transport between water bodies and eliminate need for surveyors to be out on the water.

Our fee and scope of works is detailed below.

Scope of Works:

Extent of survey for Pines Golf Course noted below



Phone

07 3902 8160

07 5619 5190



Locations

Brisbane

Gold Coast



Email

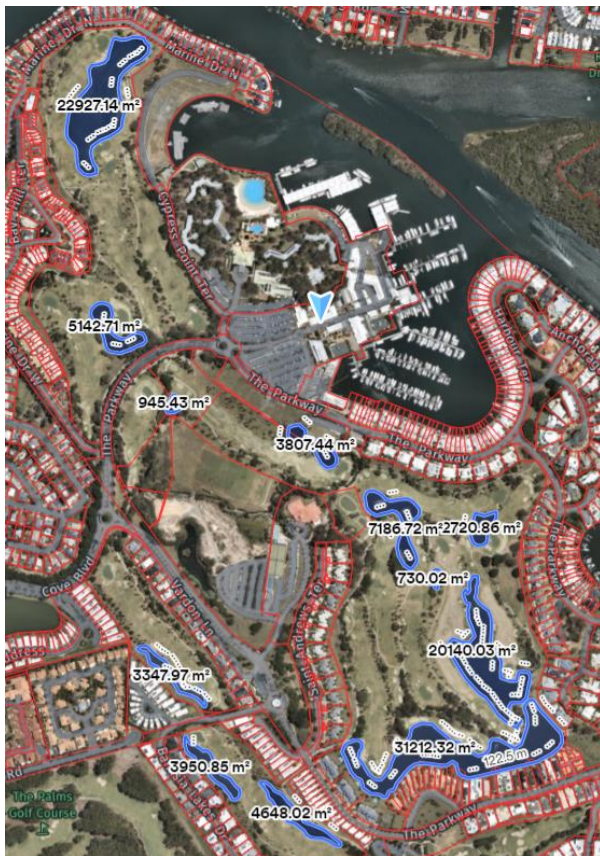
admin@orionss.com.au



Website

orionss.com.au

Palms Golf Course extent of survey below and picture of remote controlled boat proposed for project.



Fee Breakdown:

Q-104534 – 3130 - Sanctuary Cove Golf and Country Club - Bathymetric Survey

- Undertake AHD, MGA datum searches as required.
- Office calculations in preparation for fieldwork
- Fieldwork to locate;
- transfer AHD datum to site
- undertake water temperature and calibration of equipment
- undertake quality check of sensor to manual measurement
- undertake grid bathymetry survey of 24 waterbodies with max 10m grid (proposed 7.5m) with dual frequency single beam sensor (200kHz and 33kHz frequencies for soft and hard bottom returns)
- Office reduction of bathymetric survey data and production of upper (200kHz frequency return) and lower layer (33Khz frequency return) DTMs for each waterbody.
- Calculation of sediment depth based on depth difference between the upper and lower layer DTMs.
- Overlay sediment depth calculations on aerial image to display results
- Quality Assurance of Survey Plan
- Export of DTM data in 12d format
- Delivery of PDF plan and 12d data to client

Amount: \$60,000.00

GST: \$6,000.00

Total: \$66,000.00

Exclusions:

Our fee proposal above excludes:

- Survey does not include any vegetation clearing or infill survey of heavily vegetated areas of the dams or areas where weed/vegetation is too thick to allow survey from vessel. Areas of thick weed will be excluded from survey as it will stop the vessel from passing through and interrupt sonar readings.
- Survey does not include surveying of waterline of waterbodies nor determining volume of water for each waterbody
- Survey does not include any core sampling of waterbodies to verify soil material type/depth of base of waterbodies
- No allowance has been made for use of a vehicle on the course to complete the survey. We assume the Golf Course can supply two golf buggies for transportation around the course for the duration of our works.

Work Completed Beyond the Scope of Works:

Work requested by the client that is outside this scope of works to be discussed and agreed with the client prior to any works commencing.

Timing for Commencement:

Orion Spatial Solutions can commence work within 1-2 weeks of receiving written client authorisation along with confirmation of any requirements for site access, WHS or any other project specific requirements.

We thank you for the opportunity to provide this fee proposal and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Regards,

David Hedgcock

Managing Director | Cadastral Surveyor

E: davidh@orionss.com.au

M: 0431 709 710

CLIENT INFORMATION

Project Number & Name (Our Ref)	3130 – Sanctuary Cove Golf and Country Club
Proposal Reference <small>(delete where not applicable)</small>	Q-104534,
Company Name / Individual Name	
ABN/ACN (if company)	
Company / Individual Address	
Contact Name for Invoices	
Contact Email for Invoices	
Contact Number for Invoices	
Purchase Order No (if applicable)	

AGREEMENT TERMS

1. Acceptance	<ul style="list-style-type: none"> a. These terms together with our proposal form a binding contractual agreement between you and Orion Spatial Solutions ABN 29 631 849 333 b. You agree to be bound by this agreement if: <ul style="list-style-type: none"> i. You sign and return our Acceptance Form ii. You continue to instruct us (either orally or in writing) to perform our services as set out in the Proposal, whether or not you sign the Acceptance Form iii. You pay to us any deposit or any fees for our Services as specified in the Proposal, whether or not you sign the Acceptance Form
2. Services	<ul style="list-style-type: none"> a. Upon acceptance of our proposal, we will deliver to you our Services in the manner and at the time specified in the Proposal
3. Fees	<ul style="list-style-type: none"> a. Our fees for the services we provide will be charged in accordance with our Proposal b. Invoicing is monthly and/or progressive or at project milestones as determined by Orion Spatial Solutions. c. Payments must be made within 14 days of the date of issue of the invoice d. We may request that you pay our Fees in advance, or that you pay a percentage of our Fees as a deposit e. Where you have requested that we provide Additional Services, the fees payable for Additional Services will be calculated at the rate specified in the Proposal for Additional Services. If no rate for Additional Services has been specified in the Proposal, we will charge for such Additional Services at our commercial market rate or fee agreed by both parties. f. In the event that you fail to pay an invoice within the specified trading terms and we are required to engage in debt recovery proceedings or institute court proceedings to recover overdue amounts, you acknowledge and agree that we have the right to recover all of our costs in relation to the action taken, including but not limited to legal costs and outlays on a full indemnity basis. g. In the event you fail to pay all or part of our fees under this proposal or fees for additional services, we reserve the right to cease work under this Agreement or Additional Services until: <ul style="list-style-type: none"> i. The outstanding fees are paid; or ii. Alternative arrangements satisfactory to Orion Spatial Solutions have been entered into for payment of those fees; and/or iii. Any dispute concerning outstanding fees is resolved. h. Interest is charged at the rate of 8.5% per annum on fees outstanding after 30 days.
4. Intellectual Property	<ul style="list-style-type: none"> a. Orion Spatial Solutions retains ownership of all Intellectual Property created and developed by it to the extent to which it is lawfully entitled to assert ownership in it. Orion Spatial Solutions grants to the client a limited, non-exclusive, non-transferable licence for use of the Licensed IP. In this clause: "IP" means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity, including patents, designs, copyright, trademarks, know how, brand names, domain names, inventions, product names, trade secrets and other results of intellectual effort in the industrial and commercial fields, whether or not registered or capable of registration; "Licensed IP" means any and all of the IP which, either directly or indirectly, relates to the services being performed by Orion Spatial Solutions under this agreement
5. Indemnity	<ul style="list-style-type: none"> a. You indemnify us against all liability, loss, damage, costs and expenses, suffered or incurred, arising from or incurred in connection with your breach of this agreement.
6. Term and Termination	<ul style="list-style-type: none"> a. This agreement will commence upon your acceptance of our Proposal in accordance with clause 1 and will terminate upon expiry of the services provided in our Proposal or any further period specified for the delivery of Additional Services. b. Either party may terminate this agreement with immediate effect where the other party has committed a breach of the Agreement that is not capable of remedy, or where the breach is capable of remedy and it has not been remedied by the party in breach for a period of fourteen (14) days from the date on which it received notification of the breach. c. Where this Agreement is terminated on the basis of 6(b) you acknowledge and agree that: d. You are not entitled to a refund of any Fees or additional fees paid to us; and e. If you have not already paid to us our Fee or any additional fees, you remain liable to us for the payment of such fees, and must make payment of those fees on demand
7. Confidentiality	Each party will treat as confidential, and ensure that its officers, employees, contractors and agents treat as confidential and will not disclose, unless disclosure is required by law:
8.	<ul style="list-style-type: none"> a. The terms of this Agreement and any contract formed pursuant to these terms; and b. Information generated for the performance of any contract arising from these Terms.
9. Disputes	<ul style="list-style-type: none"> a. A party claiming that a Dispute has arisen must give a Dispute Notice to the other party or parties to this Agreement specifying the nature of the Dispute. The parties must then negotiate in good faith to resolve the Dispute within fourteen (14) days. b. If the parties do not resolve the Dispute within fourteen (14) days of receipt of the Dispute Notice any party to the Dispute may refer the Dispute to mediation by a mediator nominate by the Queensland Law Society. c. Any information or documents disclosed by a party under this clause must be kept confidential and may not be used except to attempt to resolve the dispute.
10. Privacy	<ul style="list-style-type: none"> a. We collect your information for the purposes of performing our obligations under this Agreement. You acknowledge and agree that we may disclose your information to our related companies, to credit reporting agencies and other third parties as part of provision of our Services. b. You may gain access to your personal information by writing to us and requesting such access.

AGREEMENT ACCEPTANCE

I/We have read and accept terms of the agreement outlined in this proposal.

I/We hereby authorise Orion Spatial Solutions to proceed with the services outlined in this proposal.

Client Representative	
Position	
Signature	
Date	

Please return signed copy to admin@orionss.com.au or relevant Orion Project Manager

WOOLPERT TERMS OF ENGAGEMENT

Woolpert Australia Pty Ltd, ABN 63 106 160 678

CLAUSE 1 AGREEMENT

1.1 Unless a written agreement is entered into, the Client's acceptance of a proposal, whether written or oral (the "Proposal"), from the Woolpert Australia company submitting the Proposal ("Woolpert") or a request by the Client for some or all of the services included in the Proposal, constitutes a binding contract between the Client and Woolpert (the "Agreement"). The Agreement incorporates and is subject to these Terms and Conditions and the terms and conditions included in the Proposal, including the description of the services to be provided by Woolpert (the "Services"). If there is any conflict between the Proposal and these Terms and Conditions, the Terms and Conditions will govern. Any terms appearing on any orders or other documents produced by or on behalf of the Client are excluded unless they have been specifically accepted in writing by Woolpert.

1.2 Each party will advise the other of the person appointed by it to act as its representative and its representative will have the authority to act on its behalf for all purposes in connection with the Agreement.

CLAUSE 2 WOOLPERT SERVICES AND RESPONSIBILITIES

2.1 Woolpert will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) reperform any Services that fail to comply with this standard of care if the Client gives Woolpert notice of such failure within 12 months of performance of such Services.

2.2 Woolpert will (a) perform the Services in accordance with the Agreement and, to the extent that it is within its reasonable control, in a timely manner, and (b) consult the Client as required throughout the performance of the Services. Woolpert may subcontract the performance of any of the Services.

2.3 Subject to Clauses 2.1 and 2.2, Woolpert is not liable or responsible for (a) the work or products of any third party contractors or suppliers engaged by or on behalf of the Client, or (b) safety and security at any Client premises or the project site, provided that Woolpert will comply with all relevant laws and those site requirements relating to safety and security that have been notified to Woolpert.

CLAUSE 3 CLIENT RESPONSIBILITIES

The Client will (a) make available to Woolpert all information, documents and assistance necessary or reasonably requested by Woolpert in order to enable it to perform the Services in a timely manner, (b) make decisions, provide approvals and obtain all necessary non aviation authorisations, licences and permits required in order to permit the timely performance of the Services, (c) notify Woolpert if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and (d) act reasonably, professionally and in good faith in all respects in connection with the Agreement.

CLAUSE 4 INVOICING AND PAYMENT

4.1 Services (including any additional services provided at the request of the Client or pursuant to Clause 4.3) and all costs incurred by Woolpert in connection with the Services, will (a) be charged to the Client in accordance with the fixed price or rates provided in the Proposal, (b) amounts invoiced to the client by Woolpert are due and payable within fourteen (14) days of receipt of invoice by the Client, and (c) interest will be paid on past due amounts at the prime rate quoted by Woolpert's bank in the Jurisdiction plus 3%.

4.2 If the Client disputes any portion of an invoice, it will pay those amounts that are not in dispute and notify Woolpert in writing of the reasons for the dispute within 10 days of receiving the invoice. Failure to notify Woolpert of the dispute within the required time will be treated as acceptance of the invoice. If it is determined that some or all of the amount in dispute should have been paid at the time it was invoiced, then the Client will promptly pay such amount, together with interest at the rate set out in Clause 4.1.

4.3 If, other than by reason of a breach of the Agreement by Woolpert, (a) Woolpert is required to perform Services in circumstances other than those expressly or reasonably assumed and normally pertaining to services of a similar nature, including any site conditions that were not known to Woolpert on the date of the Agreement, (b) there is a change in the scope, timing, order or complexity of the Services, (c) there is a force majeure event, or (d) additional costs are incurred as a result of a change in any laws, regulations or rules or the interpretation thereof; then any resulting costs will be borne by the Client and Woolpert will be entitled to such amendments to the Agreement as are fair and reasonable in the circumstances.

CLAUSE 5 LIMITATION OF LIABILITY

5.1 To the maximum extent permitted by law and notwithstanding and superseding anything to the contrary in the Agreement:

- (a) the aggregate liability of Woolpert for any claim, loss, damage or cost suffered or incurred by the Client or by any person other than the Client arising out of the performance or non-performance of the Services or otherwise in connection with the Agreement (such claim, loss, damage or cost being collectively a "Loss") is limited to the lesser of (i) the professional fees paid to Woolpert pursuant to the Agreement and (ii) one million dollars (\$1,000,000); and
- (b) in no event will Woolpert be liable to the Client for any Loss which (i) in any manner relates to a loss of revenue, profits, opportunity or production, loss or denial of use of any equipment or facility, increased expense of operation, economic loss, loss of goodwill or reputation, delay, business interruption or the cost of repair to or replacement of equipment, facilities or goods and related third party services, (ii) in any manner can be construed as indirect, incidental, special, punitive or consequential losses or damages, or (iii) is not a direct result of a breach by Woolpert of either the standard of care set out in Clause 2.1(a) or another provision of the Agreement.

5.2 All statutory warranties (including those in any relevant trade practices or sale of goods laws relating to the quality or fitness for purpose of the Services or any goods, equipment or materials supplied by Woolpert in connection with the Services) are excluded or limited to the maximum extent permitted by law.

5.3 Any action or claim against Woolpert in connection with the Agreement or the performance or non-performance of Services, whether in contract, tort, equity, statute or otherwise, must be made within 12 months of the date of the performance or non-performance of the relevant Services.

5.4 The Client indemnifies, defends and holds harmless Woolpert for any claims, liabilities, losses, damages or costs that (a) it suffers or incurs in connection with the Services and which result other than from a breach by Woolpert of either the standard of care set out in Clause 2.1(a) or another provision of the Agreement; or (b) result from the site conditions existing prior to the date of the Agreement.

CLAUSE 6 USE AND OWNERSHIP OF INFORMATION

6.1 Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). Woolpert grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use any Woolpert Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Woolpert for the purpose for which they have been provided (excluding any software source code).

6.2 Upon receipt of full payment for the related Services and subject to Section 6.1, Woolpert will provide a full and unrestricted license in perpetuity to the client to use all reports, mapping and other delivered data ("Project IP") for the explicit purpose set out in the definition of the Services.

6.3 Any information or deliverable provided by Woolpert to the Client in connection with the Services are provided solely for the Client's own use and for the specific purpose for which the Services were engaged. In no case will any such information or deliverable be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally. Woolpert makes no warranty or representation and assumes no liability in respect of (a) the wrongful or unauthorised use of information or deliverable by the Client or third parties, and (b) the accuracy or completeness of information based on data gathered from the Client or provided by third parties on behalf of or at the instruction of the Client (and Woolpert is able to rely on such information without verification in the performance of the Services).

6.4 Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that (a) Woolpert will be able to disclose the Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services; (b) the Client will be able to disclose Woolpert's Confidential Information to the extent required in connection with the purpose for which the information was disclosed; and (c) either party is able to disclose Confidential Information where it is required to be disclosed by law, provided that the receiving party immediately notified the disclosing party of the requirement to disclose and took all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information. Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.

WOOLPERT TERMS OF ENGAGEMENT

Woolpert Australia Pty Ltd, ABN 63 106 160 678

6.5 "Confidential Information" means any information in any form disclosed by or on behalf of one party to the other party at any time before or after the execution of the Agreement in connection with the Services; excluding only information which (a) was at the time of disclosure or thereafter became part of the public domain through no act or omission of the receiving party, (b) became available to the receiving party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly to the disclosing party, or (c) was known to the receiving party at the time of disclosure by the disclosing party and such knowledge can be demonstrated by written records that were in existence at the time of disclosure.

CLAUSE 7 INSURANCE

7.1 Woolpert will have in effect for the duration of the Services the following insurance (a) workers compensation, in accordance with statutory requirements, (b) public liability; (c) comprehensive motor vehicle, and (d) professional indemnity.

7.2 During the period in which the Services are being performed, the Client will, at its own expense, maintain insurance to limits which are normal and customary in the circumstances. The Client, on behalf of itself and its insurers, waives all rights of subrogation against Woolpert.

CLAUSE 8 TAXES AND DUTIES

8.1 Woolpert's rates are exclusive of all taxes, duties and other governmental or regulatory levies, other than taxes on Woolpert's net income. If any such taxes, duties or levies are levied on, applicable to or withheld from amounts payable to Woolpert, they will be borne by the Client and, if Woolpert is required to pay any such taxes, duties or levies, the amount of such payments will be reimbursed to Woolpert by the Client.

8.2 If the Services are performed outside the Jurisdiction, the Client will reimburse Woolpert for all reasonable costs it incurs in connection with performance of Services, including internal and external costs for obtaining necessary licenses, visas and work permits and legal and accounting advice.

CLAUSE 9 TERMINATION AND SUSPENSION

9.1 The Client may suspend the Services or terminate the Agreement for its convenience on 30 days prior written notice to Woolpert; provided that, if the aggregate duration of all suspensions under the Agreement exceeds 60 days, Woolpert will have the right to terminate the Agreement.

9.2 Either party may terminate the Agreement immediately if anything happens to the other party that reasonably indicates that there is a significant risk that the other party is or will become unable to pay its debts generally as they come due.

9.3 Either party is entitled to terminate the Agreement on 30 days prior written notice to the other party in the event that the other party is in substantial default under the Agreement and such default has not been corrected or reasonably commenced to be corrected within 15 days following notice of such default. Woolpert may, by providing 5 days prior notice to the Client, suspend Services if the Client is in breach of Clauses 3, 4 and 7.2.

9.4 In the case of any suspension or termination of the Agreement, the Client will pay Woolpert for all Services provided and costs incurred up to the effective date of suspension or termination. In the event of any suspension or termination pursuant to Clause 9.1 or any suspension or termination by Woolpert pursuant to Clauses 9.2 or 9.3, the Client will also pay Woolpert for any Services provided or costs incurred that are necessary or incidental to suspension or termination, including all demobilisation costs.

CLAUSE 10 NON-SOLICITATION

Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

CLAUSE 11 DEFINITIONS AND INTERPRETATIONS

11.1 Reference to (a) "*affiliate*" means with respect to a party, one or more entities that control, are controlled by, or are under common control with, the party, (b) "*costs*" means any and all costs and expenses, including reasonable legal fees,

(c) "*force majeure*" means acts of God, strikes, lockout, other industrial action, war or civil disturbance, terrorism, unusually inclement weather, storm, flood, earthquake, lightning, fire, explosion, nuclear or radioactive contamination, epidemics explosion or pandemics, governmental action or inaction, change in law, extraordinary market conditions affecting the availability of labour, late or inadequate execution of work or supply of goods by third persons and any other event beyond the reasonable control of the affected party, (d) "*liability*" includes any and all liability whatsoever, whether arising under the law of contract, tort (including negligence), equity, statute or otherwise and whether arising in connection with the performance or non-performance of the Services or otherwise in connection with the Agreement, and "*liable*" has a corresponding meaning, (e) "*site conditions*" means any conditions on or around the project site that affect the project or the performance of Services, including any plant and surface conditions and any hazardous substances, waste or materials, and (f) "*Jurisdiction*" means the jurisdiction in which Woolpert's contracting office is located.

11.2 Headings are for convenience only and will not be taken into account in interpretation and words importing the singular include the plural and vice versa. If any provision of the Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of the Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent. Any rules of contract interpretation that result in the Agreement being construed contrary to the interests of Woolpert do not apply in the interpretation of the Agreement.

CLAUSE 12 GENERAL

12.1 The Agreement will be governed by and construed in accordance with the laws of the Jurisdiction without giving effect to conflict of law considerations, and the parties submit to the exclusive jurisdiction of the courts of the Jurisdiction. All disputes will be submitted to senior management for discussion before they are submitted to the courts.

12.2 The Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior representations, understandings or agreements, whether written or oral and whether express or implied; provided that, if the parties have previously entered into a confidentiality (or similar) agreement regarding the subject matter hereof, such agreement will survive and Clauses 6.4 and 6.5 will be of no force and effect. Amendments to the Agreement are effective only if executed in writing by authorised representatives of both parties.

12.3 Neither party may assign (other than to its affiliate) the Agreement or any interest therein, in whole or part, without the prior consent of the other party. The Agreement will endure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.4 Neither party will be considered to be in breach of its obligations under the Agreement, except obligations to make payment, to the extent that performance is prevented or delayed by force majeure. Each party will use best efforts to overcome any force majeure as soon as possible.

12.5 Indemnities against, releases from and limitations on liability expressed in the Agreement will apply even in the case of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited, and will extend to the officers, directors, employees, agents, representatives, subconsultants and affiliates of such parties.

12.6 Any notice, consent or other communication given hereunder will only be deemed to have been given if it is in English, in writing and is sent to the recipient's authorised representative pursuant to Clause 1.2 at the usual business address of the recipient by (a) registered mail, (b) fax, (c) e-mail (but only when receipt is confirmed in writing by reply e-mail or otherwise) or (d) personal delivery for which a receipt is obtained. Notice given by fax, personal delivery or e-mail will be deemed to have been given on the business day following delivery. Notice given by mail will be deemed to have been given on the fifth business day after mailing.

12.7 No waiver by either party of any breach of the Agreement will be binding unless made in writing and any such waiver will extend only to the specific breach waived and not to any future breach.

12.8 Woolpert is an independent contractor in performing the Services. Nothing in the Agreement will create or will be construed so as to create the relationship of principal and agent between the Client and Woolpert.

12.9 The provisions of Clauses 1, 2.3, 4, 5, 6, 8, 9.4, 10, 11 and 12 survive the termination of the Agreement.

Woolpert Fee Proposal

Egeny

Sanctuary Cove / The Pines Golf Courses

Lake Bathymetric Surveys

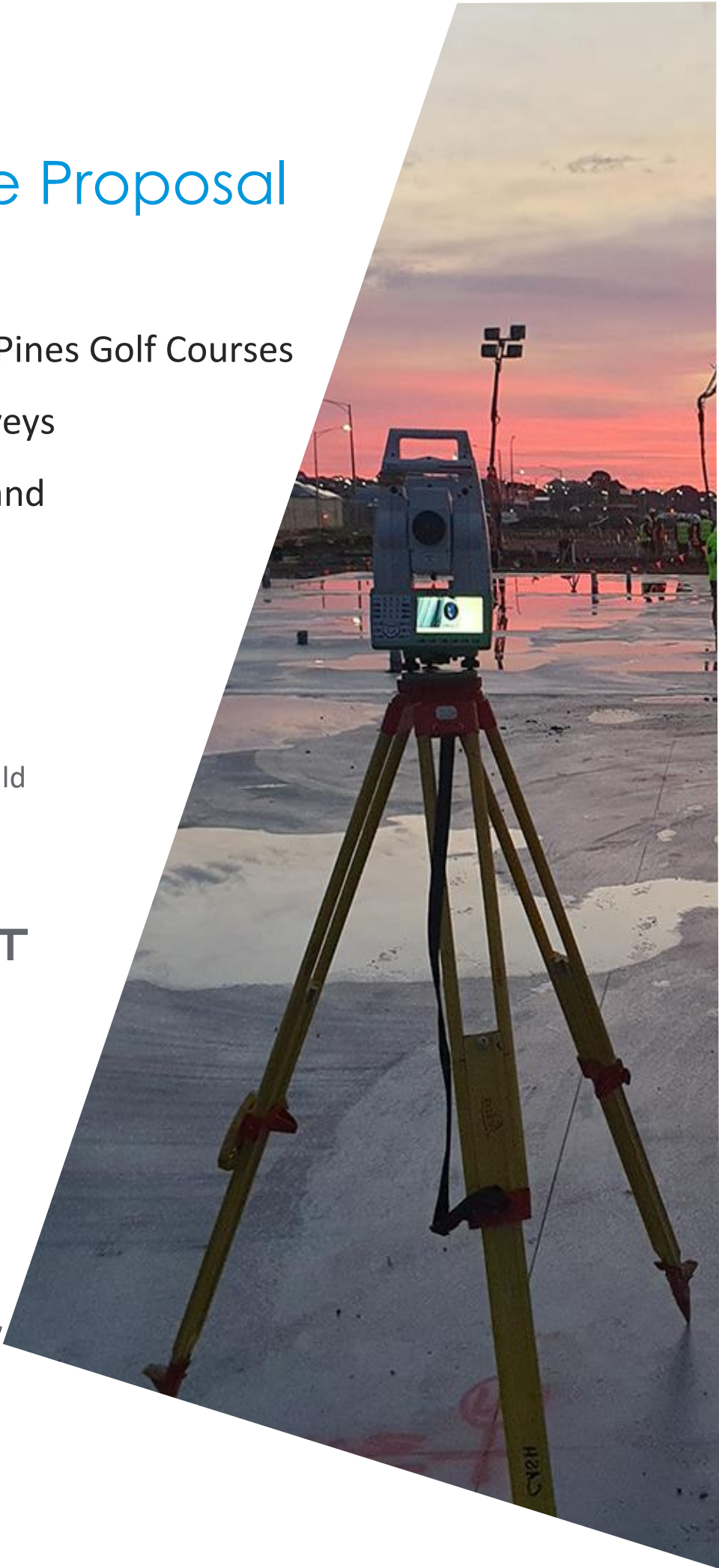
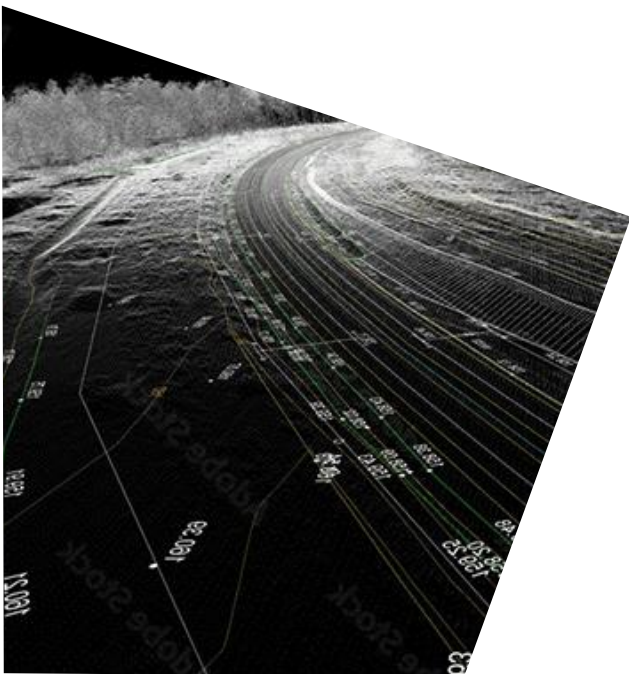
Hope Island, Queensland

December 2023

PRJ45308

Prepared for: Carson Ly

Prepared by: Ross Macdonald





Woolpert Ref: PRJ45772
Commercial in Confidence

15 December 2023

Engeny
Level 1 & 2, 500 Queen Street
Brisbane
QLD 4000

Attention: Carson Ly (Engineer)

Dear Carson,

Ref: Sanctuary Cove Golf and Country Club – Bathymetric Surveys

Thank you for the opportunity to provide our professional services to Engeny. Woolpert is pleased to supply to you our formal proposal for the bathymetric survey of twenty-four small lakes across the Sanctuary Cove / The Pines golf courses at Hope Island, Gold Coast.

In preparing this proposal we have drawn on our extensive experience and history in providing bathymetric survey services of various tailings storage facilities, dams, streams, lakes, rivers and ponds around Australia. The required works is well within Woolpert's demonstrated competence and resources, and we would be delighted to provide it to this project.

Our proposed solution is to use dedicated unmanned survey vessels fitted with dual frequency single beam bathymetric sensors.

If you have any questions relating to our proposal please do not hesitate to contact us. We would also welcome an opportunity to present our experience and solution to Engeny.

We look forward to working with you on this project.

Yours faithfully,

Woolpert Australia Pty Ltd

Ross Macdonald

Brisbane Survey Manager / Consulting Surveyor

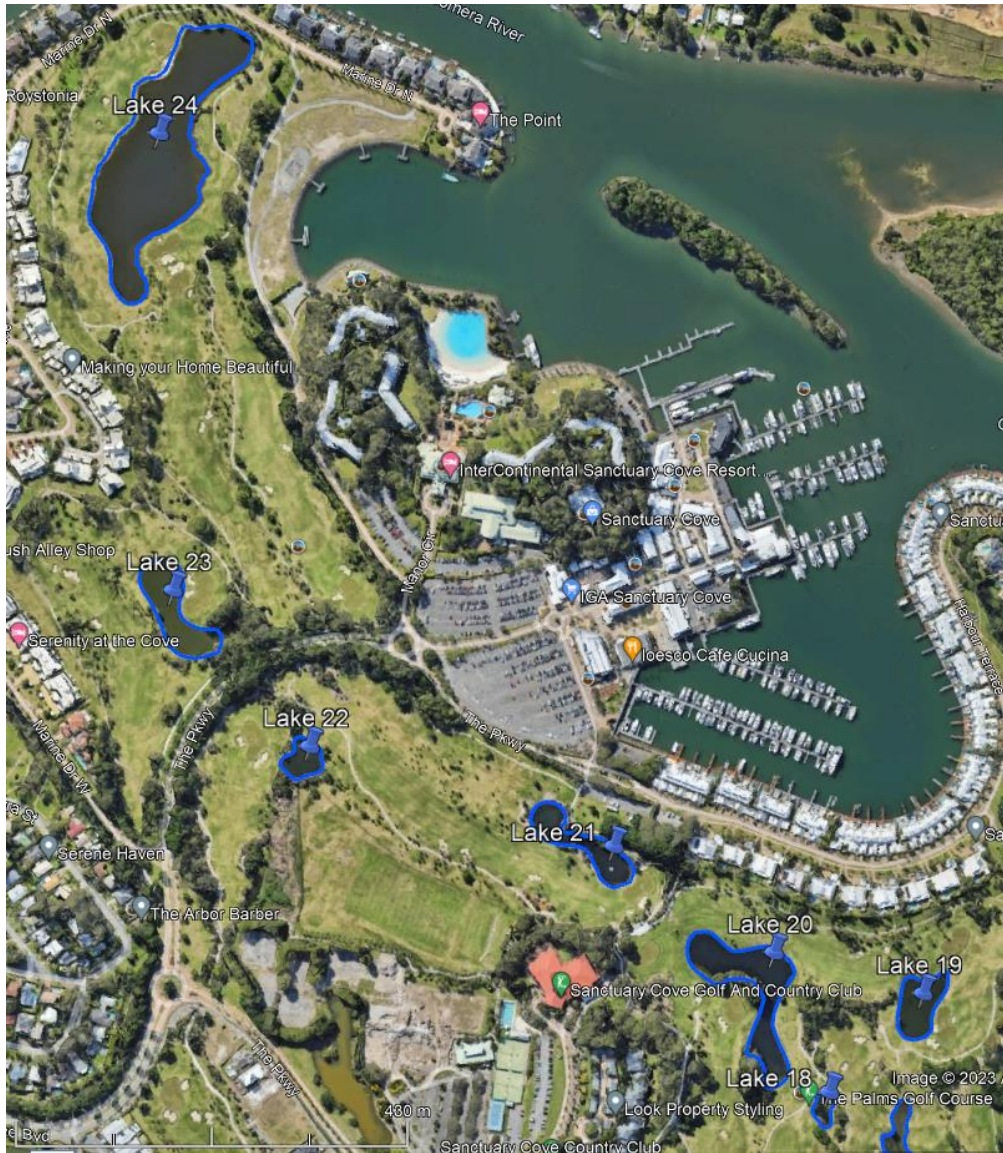
Ross.Macdonald@woolpert.com



Summary of Scope / Key Task List

The survey is to capture a sufficient level of detail of the bed of the water body itself to determine volumes of siltation and water capacity as part of management of the irrigation water supply. The key tasks in carrying out the work is as follows:

- Prior to undertaking the field work
 - Identify potential suitable survey marks from the QLD Globe state survey mark register.
 - Prepare a file of survey extent boundaries and navigation sailing lines to be referenced in the *Hypack* hydrographic capture software.
 - Prepare and have approved a site-specific SWMS (Safe Work method Statement).
- Liaise with the course managers regarding course access and operations while the survey is underway.
- Set up a GNSS base over site marks suitable for the different areas of the bathy surveys. Care is required to ensure the mark/base locations do not conflict with course operations. Check onto other marks to confirm survey accuracy.
- Transfer the boat equipment from the survey 4WD vehicle to a course-appropriate cart.
- Measure with RTK GNSS rover levels of the water at the start and end of the bathy capture on each lake to provide a check on soundings during processing.
- Commence bathy capture using one or both of our remote-controlled survey boats (*Accura* or *Z-Boat*). Cross-section data will be captured at nominal 10m intervals, reducing to 5m for the smaller lakes to ensure coverage proportional to the lake size.
- Captured data will be processed within the *Hypack* bathy software, using RTK positioning techniques from the established primary survey control. The depth information will be checked by using the recorded water levels. All soundings will be reduced to Australian Height Datum.
- Acoustic noise and erroneous points are removed and the data filtered for smoothness (sliding average) before being thinned to produce points at approx. 1m intervals.
- A speed of sound in water velocity value of 1500m/s will be assumed for this project.
- A file of XYZ points will be output and brought into 12d where a TIN surface will be created for an independent check on the quality and final appearance of the data.
- Previously captured LiDAR data supplied to us will be brought into 12d and used to generate a separate TIN, and the two TIN surfaces used to compute volumes of siltation.
- If upper design water levels for each lake are supplied to us, we will also compute storage curves of water volumes.
- Final data outputs of the surveys showing the bed contours and annotated with the silt volumes will be prepared and supplied in 3D .DWG/.DXF and .PDF formats. The storage curve volumes will be provided in .XLS spreadsheet format.



Survey Extents – Part 1



Survey Extents – Part 2



Proposed Fees and Commercial Matters

Below is the proposed schedule of fees for the works. This is put forward subject to Woolpert's Standard terms of Engagement attached to this proposal.

Description	Amount (Excl GST)
Bathy survey of 24 x Golf Course Lakes	\$24,600

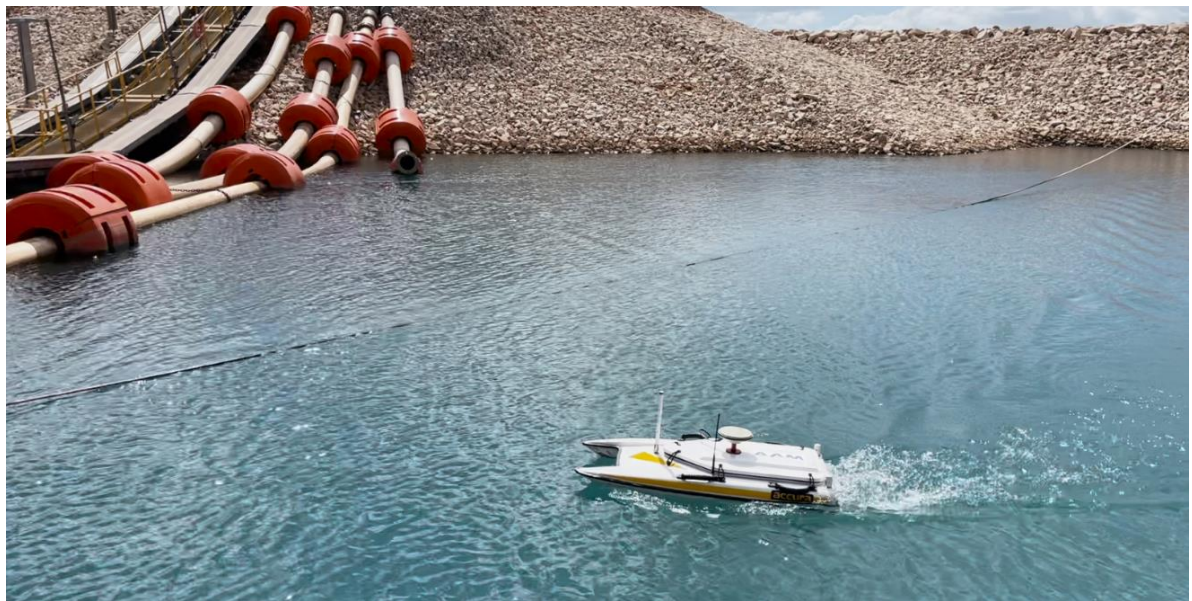
The above pricing is subject to the below notes and limitations.

- Woolpert will provide the bathymetric survey vessels, sensors and Surveyors to complete the works.
- Survey coverage at each site will be the maximum possible as permitted by water depth / navigability, and accessibility. The presence of significant areas of weed in some lakes is noted and it is highlighted that this will present a navigation issue.
- Capture presumes that the water is reasonably neutral in ph, salinity or other contaminants.
- The Resort / Egeny will facilitate reasonable access to and around the whole of the site to permit the survey work to be carried out in an efficient manner.
- The Resort / Egeny will provide a site vehicle (anticipated to be a golf/maintenance cart suitable for on-course driving and carrying the Accura or Z-Boat) for use by the field crew for the duration of the field survey.

Proposed Methodology and Equipment

Central to our ability to survey the shallow lakes is the use of our unmanned bathymetric systems.

For the bathymetric survey, Woolpert proposes to deploy an unmanned *Accura* and/or *Z-Boat* remote controlled bathy vessel equipped with a dual frequency single beam echosounder (*CEEScope*) and integrated RTK GNSS to provide accurate positioning. These vessels excel in small waterways with significant navigation hazards. Their shallow draft allows survey into areas of even only decimetre depth, and as little as 8cm in shallow margins, while their high level of manoeuvrability allows positive navigation into well-vegetated areas. They are relatively lightweight and portable, able to be readily transported to site and portaged between survey areas. The *Accura* will be favoured in smaller or more difficult to access areas due to its light weight and manoeuvrability, while the *Z-Boat* will be favoured in areas affected by weed as it has a sturdier propulsion system.

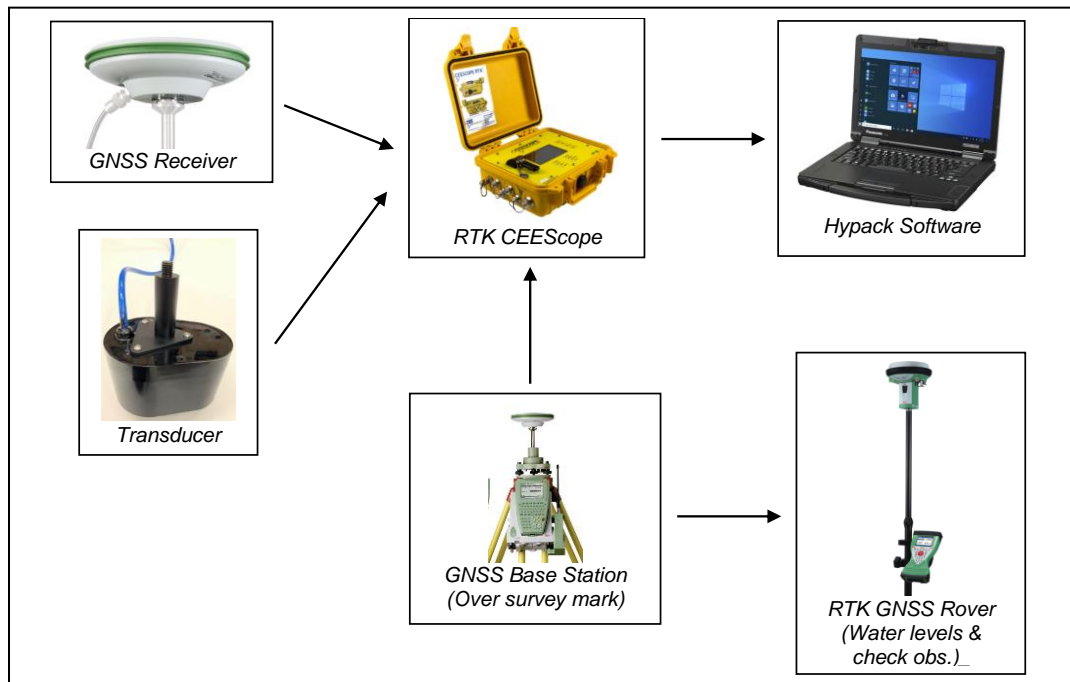


Remote Controlled Vessels Accura (Left, Old Man Creek, NSW; bottom Groote Eylandt, NT) and Z-Boat (Right, Groote Eylandt, NT)



Accura in use on the Lachlan River, Booligal NSW

The *CEEScope* sensor system is an all in one, dual frequency, single beam system providing high and low frequency data. The transducer will be emitting both 33kHz and 200kHz frequencies with data being recorded in *Hypack*. The *CEEScope* utilises RTK GNSS receiver mounted to the vessel, connecting to a local base station. Where the riparian environment interrupts the RTK correction signal (generally because of tree/vegetation coverage), the system will maintain horizontal position at autonomous level through GPS positions only. However vertical accuracy is also obtained by using a combination of accurate water level measurements and depth soundings separate to the RTK signal. This means that even where the RTK signal is not achievable, vertical accuracy is not compromised and remains suitable for inclusion in the data deliverables.

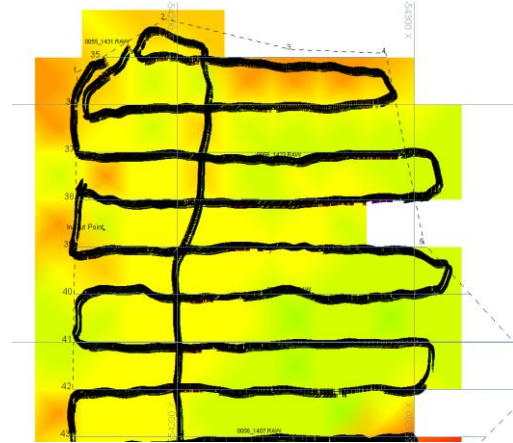


Instrumentation Diagram – Single Beam

CeeScope Hydrographic Instrument Specifications	
Ping Rate	1 - 20Hz
Depth Range	0.2m - 200m
Transducer	33kHz/200kHz
Accuracy	1cm +/- 0.1% of Depth
QC	Full water column echogram

CEEScope Hydrographic Instrument Specifications

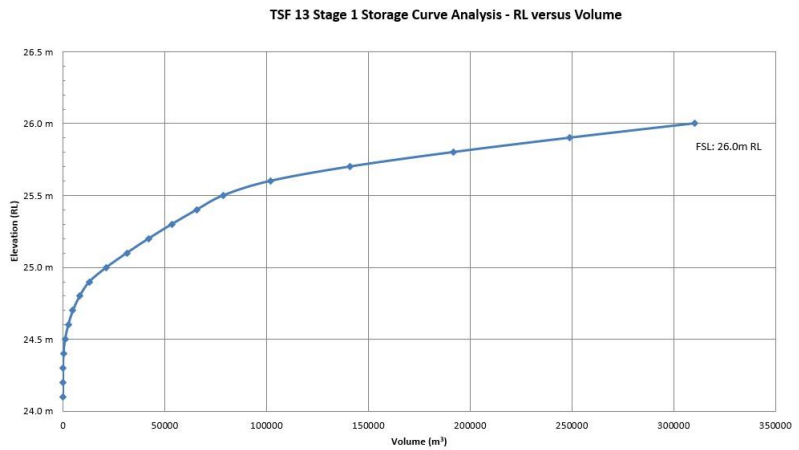
For this survey the field team will carry out the survey on foot from the shore. One person will directly control the boat while the other operates *Hypack* on the laptop and acts as a spotter.



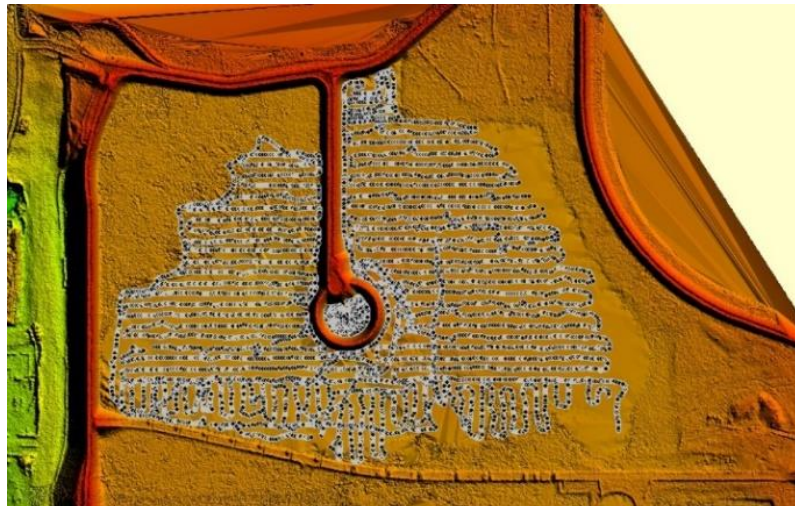
Left: Accura being operated from powered dinghy (Chinchilla River), Right: Data display on Hypack

Once the lakes have been surveyed and the field capture is complete, the data will be processed with the *Hypack* hydrographic software, then output to 12d survey/design software to generate the necessary surfaces and volume computations. From 12d, data can be output to spreadsheet and AutoCad to prepare the final deliverables, including contour plans, volumes and storage curves.

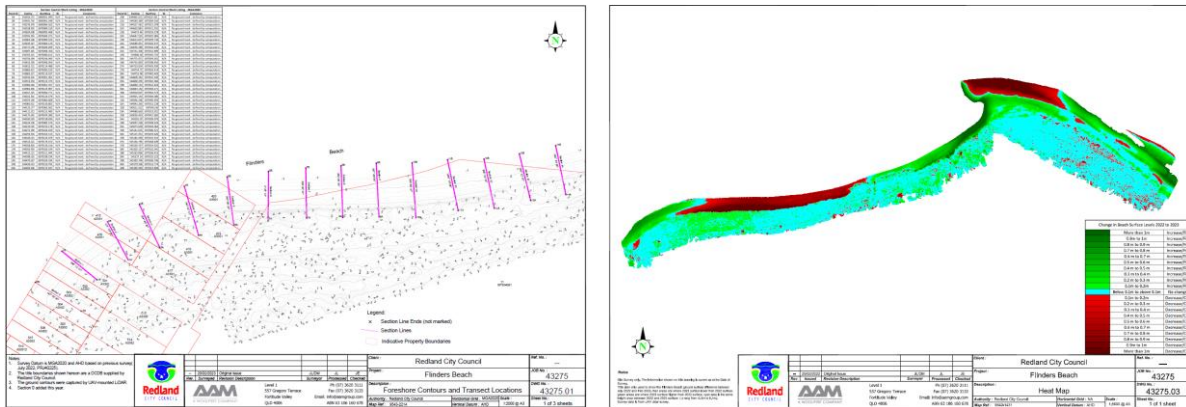
Height (m)	Δ Height (m)	Volume to Height (m³)	Δ Volume (m³)	Plan Area (m²)
13.9 m	0.1 m	301910 m³	10296 m³	103204 m²
13.8 m	0.1 m	291632 m³	10254 m³	102763 m²
13.7 m	0.1 m	281358 m³	10205 m³	102304 m²
13.6 m	0.1 m	271154 m³	10144 m³	101764 m²
13.5 m	0.1 m	261010 m³	10072 m³	101108 m²
13.4 m	0.1 m	250938 m³	9976 m³	100282 m²
13.3 m	0.1 m	240963 m³	9864 m³	99191 m²
13.2 m	0.1 m	231100 m³	9769 m³	98130 m²
13.1 m	0.1 m	221331 m³	9689 m³	97202 m²
13.0 m	0.1 m	211642 m³	9603 m³	96497 m²
12.9 m	0.1 m	202036 m³	9476 m³	95474 m²
12.8 m	0.1 m	192560 m³	9305 m³	93949 m²
12.7 m	0.1 m	183255 m³	9152 m³	92367 m²
12.6 m	0.1 m	174103 m³	9051 m³	90955 m²
12.5 m	0.1 m	165046 m³	8977 m³	90173 m²
12.4 m	0.1 m	156069 m³	8896 m³	89370 m²
12.3 m	0.1 m	147172 m³	8815 m³	88557 m²
12.2 m	0.1 m	138357 m³	8745 m³	87734 m²
12.1 m	0.1 m	129645 m³	8531 m³	86282 m²
12.0 m	0.1 m	121115 m³	8370 m³	84461 m²
11.9 m	0.1 m	112744 m³	8229 m³	82975 m²
11.8 m	0.1 m	104515 m³	8091 m³	81904 m²
11.7 m	0.1 m	96425 m³	7948 m³	80203 m²
11.6 m	0.1 m	88477 m³	7799 m³	78743 m²
11.5 m	0.1 m	80676 m³	7645 m³	77229 m²
11.4 m	0.1 m	73034 m³	7478 m³	75621 m²
11.3 m	0.1 m	65556 m³	7307 m³	73938 m²
11.2 m	0.1 m	58249 m³	7126 m³	72174 m²
11.1 m	0.1 m	51122 m³	6910 m³	70215 m²
11.0 m	0.1 m	44217 m³	6665 m³	67967 m²
10.9 m	0.1 m	37552 m³	6364 m³	65166 m²
10.8 m	0.1 m	31188 m³	6036 m³	62022 m²
10.7 m	0.1 m	25150 m³	5690 m³	58754 m²
10.6 m	0.1 m	19458 m³	5301 m³	55001 m²
10.5 m	0.1 m	14157 m³	4890 m³	51009 m²
10.4 m	0.1 m	9287 m³	4325 m³	46572 m²
10.3 m	0.1 m	4942 m³	3207 m³	38991 m²
10.2 m	0.1 m	1735 m³	1454 m³	22851 m²
10.1 m	0.1 m	280 m³	278 m³	7643 m²
10.0 m	0.1 m	3 m³	3 m³	168 m²
9.9 m	0.1 m	0 m³	0 m³	0 m²



Example Dam Storage Curve Information, tabulated/ graphed in spreadsheet (Mine Tailings Dam)



Example Bathy data combined with above-water LiDAR data (Mine Tailings Dam, NT).



Example Contours Plan and Depth Heat Map option in 3D .DWG/.DXF and .PDF formats
(Flinders Beach, Stradbroke Island)

The below is a summary of the equipment and software to be used:

- Leica GS15 / GS18 RTK GNSS with CS15 / CS20 controller
- “Accura” and/or “Z-Boat” remote controlled unmanned bathymetric vessels
- CEEScope RTK single beam dual frequency echo sounder
- Hypack2022 bathymetric software
- 12d
- QLD Globe
- Microsoft Excel

About Woolpert Asia Pacific

Over the past 60 years, AAM positioned itself as one of the largest dedicated survey and mapping organisations in Australasia with a deserved reputation for tackling complex projects in often difficult environments. Most recently AAM combined with global geospatial leader Woolpert, the premier architecture, engineering, geospatial and strategic consulting firm. Woolpert is an ENR Top 150 Global Design Firm, recently earned its sixth-straight Great Place to Work certification, and actively nurtures a culture of growth, inclusion, diversity and respect. Founded in 1911 in Dayton, Ohio, Woolpert has been America’s fastest-growing AEG firm since 2015. The firm now has 1,600 employees and 57 offices on four continents. As of 30 June 2023, *AAM Pty Ltd* became *Woolpert Australia Pty Ltd*, continuing under the same ABN/ACN.

Our skills remain strongly founded in land surveying, geodesy, photogrammetry, laser scanning and cartography, industrial and mining surveys. Cadastral, construction and civil surveying has been a key focus of our services and we pride ourselves in supplying the best surveying and development services to the land development, construction, engineering, environmental and mining markets.

The Brisbane survey office is the home of Woolpert Australia’s bathymetric survey capability, having available several experienced operators backed up by a variety of bathymetry vessel platforms, sensors and software. Bathymetric survey operators from other office such as Macquarie Park, Perth and Melbourne enjoy strong support from the Brisbane base. Within the Brisbane office of Woolpert, every Surveyor holds or is working towards a tertiary level surveying or spatial science qualification, including various levels of registration (including cadastral and consulting) with the Survey Boards of New South Wales, Queensland and Northern Territory. The Brisbane Office also serves as the home base for Woolpert’s UAV operations, with a number of fixed- and rotary-wing craft with a variety of



imagery and LiDAR sensors. This is underpinned by a highly experienced Chief Pilot and rigorous Operations Manual.

The below table lists many examples of the bathymetric work we have previously completed.

Project	Client
Northern Rivers Resilience Project – Bathymetric Survey of 200km River (NSW) – <i>Winner of both a Geospatial Excellence Award and EISSI Award in 2023</i>	CSIRO
Mine Dams, Wilpinjong Mine (NSW)	Peabody
Carrington Pit, HVO Mine (NSW)	Glencore
Gingham Channel / Gwydir River, Gwydir Valley (NSW)	NSW DPE
Wollar Creek, Laheys Creek, Sandy Creek, Talbragar River and tributaries, Mudgee/Gulgong (NSW)	EnergyCo
Koombaloomba Dam (QLD)	Sunwater
Brampton Pit (WA)	FMG
Leviathan Pit (WA)	Goldfields
Gwydir Valley Channels (NSW)	NSW DPE
Tumut River Anabranches (NSW)	NSW DPE
Murray River (NSW/VIC)	NSW DPE
620km Murrumbidgee River (NSW)	NSW DPIE
100km Lachlan River (NSW)	NSW DPIE
Sydney Harbour Jetties (various)	Various
Brennans Creek Dam / West Cliff Colliery (NSW)	Illawarra Coal / South32
Gunnedah CHPP & Namoi River (NSW)	Whitehaven
Kedron Brook (QLD)	Brisbane City Council
Hillbrook Dam (QLD)	Anglo American



Mt Cotton Community Park (QLD)	Redland City Council
Hunter Valley Operations (NSW)	Glencore
Ophthalmia Dam (WA)	BHP
Jack Taylor and Chinchilla Weirs (QLD)	Sunwater
Fred Haigh Dam (QLD)	Sunwater
Tarong Ash Dam (QLD)	Stanwell
Groot Eylandt Tailings (NT)	GEMCO / South 32

We use modern Leica instrumentation backed up by rigorous Quality Management and OH&S systems that includes a refined system of work method statements, codes of practice and a sound WH&S manual that has received praise from many of our state government and construction company clients. This means that Clients can rest assured in the knowledge that Woolpert provides a superior survey solution backed by rigorous systems to ensure quality and safety.

Woolpert also has recourse to a significant additional level of survey resource across its Australian operations, including not only additional surveyors and equipment, but also other specialist equipment such as terrestrial/mobile laser scanners, UAV's, manned bathymetric survey boats + echo sounders, and aerial imagery & LiDAR.

Quality Management

Quality Assurance

The success of this project will be realized through a combination of comprehensive planning and a highly structured approach to quality control that is designed to prevent the occurrence of errors, omissions, or blunders that could disrupt the production workflow and potentially impact the quality of the final deliverable products. Woolpert has thoroughly defined and documented all of the processes and management's approach to Quality Assurance/Quality Control (QA/QC). Through this approach, we have QA/QC checks throughout all of our procedures, implemented through established lines of authority and communication; levels of management oversight; coordination between work groups and subcontractors; project document control mechanisms, project tracking mechanisms, and project data management. These procedures are checked at every step in the process of creating client deliverables to meet our high-quality standards. Additionally, we regularly monitor our projects and their associated documentation as well as the experience levels and training needs of our personnel.

ISO 9001:2015 Certification

Woolpert's QA/QC procedures are built around our ISO 9001:2015 certification. The ISO Certification is designed to maintain product quality standards through evaluation, inspection, and verification of deliverables at all stages of production and assures the following:



- Woolpert implements and maintains documented procedures that demonstrate how quality is ensured. This documentation includes:
 - A quality manual that serves as a blueprint for the system.
 - A system for checking how well the services are being performed with respect to the documented procedures and client requirements.
 - A system to ensure that problems are resolved and corrective action is taken
- Proof that the records are legitimate and that quality has been an integral part of the business over time.
- Woolpert measures and keeps accurate records of the services performed.
- Woolpert will evaluate and analyse the results of their processes. Results from the analysis can trigger actions to correct system deficiencies and continuously improve.
- Woolpert will update existing procedures as necessary.

To receive and maintain certification, audits must be performed by independent third-party auditors every six months and by an external auditor every two years. Auditors verify through quality control documentation that the company has been following its documented procedures.



**ISO 9001 QUALITY
Certified System**

QA/QC Process

Woolpert uses a detailed QA/QC process internally within our Acquisition and Production Teams to produce the highest quality data products. The QA/QC process also provides key quality control methods used during this project with a rigorous methodology and workflow required to provide high quality data deliverables.

- From planning through acquisition, our bathymetric field teams are continually monitoring and tracking local weather, water and ground conditions to assure that we are acquiring the bathy data in the best circumstances possible.
- Application and review of sensor calibrations throughout the acquisition phase of the project.
- During acquisition the operators continually monitor the captured data in real time, checking for coverage, overlap, RTK fix and anomalies in depths/data.
- The bathy data is uploaded to Woolpert cloud servers on a daily basis.
- QA/QC'd point data receive a secondary peer review to ensure consistency and quality.

Project Management

Upon contract award, Woolpert deploys its processes and tools for project management. The Project Manager ensures scheduling of resources and formal notification to ensure the project is completed as per the scope.

The Project Manager liaises with our Director of Operations, Client Account Manager, Survey Manager and our Managing Director as required.

The Operations Project Team includes the project manager and key operations personnel drawing on key technical leads. Production specialists are involved as the project stages require with these specialists bringing forth solutions and options to the meetings when need arises.



Having completed client facing project award meetings, the Operations Project Team kick off meetings are held to unite our multi-disciplinary teams and any partners / subcontractors. These meetings confirm team roles for the project overall and the immediate program of works. For each program and subprogram critical items are reviewed and confirmed to identify any new project areas, indicative schedule obstacles, new priority areas or new considerations in the dimensions of resourcing, information security, safety and quality. The review also examines any enhanced deliverables / metadata specifications, additional data security requirements, data accuracy, resource requirements and reporting format and frequency requirements.

Embracing an agile and sprint-based mindset, our Project Operations Team conducts concise daily stand-up meetings of key participants to review the near-term goals, latest challenges and solutions for our Project Management Plan. These meetings focus on ensuring efficiencies in operations and optimised outcomes for the client project and alignment of resources. Relevant improvement suggestions or lessons learnt from previous sprints are documented and tracked to enhance future operations.

A range of corporate business processes and tools/systems support our business and project execution. These resources, processes and tools include:

- Experienced Woolpert personnel supporting project planning based on knowledge of local peculiarities with weather, personnel, access matters, asset security and logistics.
- Corporate asset insurance and employee assistance provides support during all stages of the project and operations in remote areas.
- Our Business Continuity Plan is required to ensure no new challenges have evolved that may not have been adequately addressed.
- Oracle Netsuite is our corporate finance and project tool to track project value, project costs including detailed equipment usage, procurement and invoicing. Daily situation reports via teams smartphone permit immediate updates to the project manager on ground/weather conditions, equipment and capture status / progress.
- Microsoft Sharepoint is our cloud-based document management system given its connectivity with the full Office365 suite permitting collaboration between our distributed teams.
- A range of tools and dynamic documents are used to manage details and options for projects. The inputs from our daily Operations Team meetings ensure a shared view and alignment of resources.
- Woolpert processes range from procurement and project management to data capture, data processing and data delivery for the diverse groups of specialists, subcontractors and technologies we deploy. Onboarding of new staff, new staff induction, competency and training requirements in addition to performance assessment are parallel processes of key importance also reviewed.

Safety and Environmental Management

Woolpert has a fully functional Environmental Management and Health and Safety Management System which has been developed in accordance with statutory and Woolpert Occupational Health and Safety and Environmental policies and procedures. This system has proved successful, with only five LTI's reported over the last 13 years.

Woolpert acknowledge that safety cannot be compromised to facilitate a quick or responsive action. As a result, guidelines are in place which allows all personnel to be proactive in managing their work site safely. Woolpert is fully committed to ensuring the health and safety of all staff and stakeholders.



Our proposed solutions fully comply with all statutory and Woolpert Occupational Health and Safety policies and procedures. Project specific Safety Management Plans and regular “Toolbox” meetings maximise the safety of all project personnel.

Notwithstanding the above, Woolpert have safe work procedures in place for all standard operations, to ensure the proposed works are completed efficiently and safely.

Woolpert’s Occupational Health and Safety and Environmental Policies are on display in all office locations and communicated to each new employee as they start as a part of their staff induction. Woolpert’s activities tend to have a negligible impact on the environment.

Woolpert undertakes all surveys in the appropriate manner so that all staff and surrounding workers remain safe and free from injury and illness. Through the use of responsible leadership, the highest level of training and adherence to all applicable safety policies, production targets can be met without compromise to safety. All survey tasks will be driven by the need to do them safely.

Woolpert will supply all standard personal protective equipment (PPE) equipment for survey personnel.

Summary

Woolpert has a significant history of providing bathymetric surveys in a variety of environments and not only have a sound understanding of the specific bathymetric survey and site conditions required to successfully complete this survey, but also the necessary equipment and personnel readily available to complete the works.

Please do not hesitate to contact us should you have any queries regarding any aspect of our proposal.

ITEM 2

From: stuart@shakespeares.info
Sent: Monday, January 29, 2024 1:03 PM
To: 'sjandos001' <sjandos001@gmail.com>
Cc: 'Paul Sanders' <pauls@scgcc.com.au>; 'Barry Teeling' <barry.teeling@mulpha.com.au>
Subject: PTBC VOC_Appointment of Directors

Dear Stephen

I've received the VOC for the PTBC meeting dated 31 January 2024.

Can you please respond to the following -

Motion 1

Under 5.6 of the SA, the date of appointment is 28 days from the date a notification is given to the Company and the PBC, as the other shareholder. So this notification will need to be given in

writing along with the name of the nominee and their detailed resume on 31st January 2024 for the appointment to be 28 days from the passing of the motion.

The PBC will be doing the same following its EGM on 8 February 2024

Motion 2

Under 5.7 of the SA, the PTBC is not empowered to instruct an independent director to the board. The shareholders may, but are not obliged to, appoint an independent director by way of a majority vote at a general meeting. Paul Donovan has formally advised his retirement as the independent director and chair. If an independent director is to be appointed then the shareholders will need to agree on this at a general meeting and if agreed then further agreement is needed on the selection and appointment process.

The engagement of an independent director involves expenditure which under the SCRA should be approved by the PTBC at a general meeting, not by the PTBC EC by way of a VOC.

I request the VOC is withdrawn and the wording of Motion 2 reconsidered.

As an aside, Paul Kernaghan and I did discuss the PBC's intentions with you in the spirit of consultation prior to action. It's disappointing that our suggestion of a way forward without the need for an independent director was not discussed further before the VOC was issued.

Regards

Stuart Shakespeare

PBC Chairperson