



*Sanctuary Cove resort Act 1985
Section 27
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 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 28 November 2024 at 12:00 PM**

A proxy form and a voting paper have been included 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. VOTING (MOTIONS FROM AGENDA)**
- 4. PROXY FORM**

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
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NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF Sanctuary Cove Primary Thoroughfare Body Corporate 201

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Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 28 November 2024 at 12:00 PM**

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. Motions
 - 5.1 Approval of PTBC EGM Minutes 15th October 2024
 - 5.2 Approval of PTBC Security Services User Agreement
 - 5.3 Approval for the PTBC to engage Biodiversity for a review of the increasing Ibis population at the Resort
 - 5.4 PTBC accepts the transfer of assets from Rotary
 - 5.5 PTBC grants Rotary access to Memorial Island

6. Correspondence for Information

For noting of the PTBC and the PTBC EC - Refer to PTBC EC

No	Date	From	To	Regarding

Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding

8. Business Arising
 - 8.1
9. General Business
10. Closure of Meeting

11. Next Meeting on Monday 9th December 2024 at 9:00am

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 Resort 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.

VOTING PAPER

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

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Date and time of meeting: Thursday 28 November 2024 at 12:00 PM

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. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Approval of Previous General Meeting Minutes - 15th October 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Committee

THAT the Minutes of the PTBC Extraordinary General Meeting held on 15th October 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes

No

Abstain

2	Approval of PTBC Security Services User Agreement (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Committee

THAT the Primary Thoroughfare Body Corporate (PTBC) approves the renewal of the PTBC Security Services User Agreement, which expired on October 31, 2024.

Yes

No

Abstain

3 Approval for the PTBC to engage Biodiversity for a review of the increasing Ibis population at the Resort (Agenda Item 5.3) Ordinary Resolution

Submitted by Committee

THAT the Primary Thoroughfare Body Corporate (PTBC) approves engaging Biodiversity to conduct a review and provide appropriate recommendations to address the increasing Ibis population at the Resort.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

4 PTBC accepts the transfer of assets from Rotary (Agenda Item 5.4) Ordinary Resolution

Submitted by Committee

THAT the PTBC accepts the transfer of assets from Rotary, with the understanding that these assets will be owned, maintained, and managed by the PTBC. This transfer is to take effect on 1st December 2024.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

5 PTBC grants Rotary access to Memorial Island (Agenda Item 5.5) Ordinary Resolution

Submitted by Committee

THAT the PTBC grants Rotary access to Memorial Island for the purpose of holding special events and community undertakings, subject to scheduling coordination and adherence to PTBC guidelines.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

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 voter: _____ **Date:** _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. Previous General Meeting Minutes**
- 3. M2. Security Services User Agreement - PTBC 2024 v2**
- 4. Proxy form - BC**
- 5. Information About Proxies**

**MOTION
INFORMATION**



MINUTES OF EXTRAORDINARY GENERAL MEETING
for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Date and time of meeting: Tuesday 15 October 2024 at 9:30 AM

Meeting time: **09:32am – 09:36am**

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 6	Mulpha Sanctuary Cove Investments Pty Ltd	Mr Stephen Anderson
Lot 10	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 24	Mulpha Sanctuary Cove Developments Pty Limited	Mr Stephen Anderson
Lot 31	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 32	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 34	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 38	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 40	Mulpha Sanctuary Cove Hotel Investments Pty Limited	Mr Stephen Anderson
Lot 1	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 16	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 20	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 51	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100019	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100026	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 53	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 54	Sanctuary Cove Golf and Country Club Holdings Limited	Mr Paul Sanders
Lot 278	Body Corporate for Sanctuary Cove Principal Body Corporate	Mr Stuart Shakespeare

The following members present by Voting Paper and In Person:

Lot 1	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)
Lot 16	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)
Lot 20	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)
Lot 51	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)
Lot 52-02100019	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)
Lot 52-02100026	Sanctuary Cove Golf and Country Club Holdings Limited	Owner present (pre-voted)

- Lot 53 Sanctuary Cove Golf and Country Club Owner present (pre-voted)
Holdings Limited
- Lot 54 Sanctuary Cove Golf and Country Club Owner present (pre-voted)
Holdings Limited

The following members present by Voting Paper:

The following members were present by Proxy:

The following members were present by Proxy however unable to vote:

Present by Invitation:

Mrs Jodie Syrett, Manager of Body Corporate – Minute Taker

Apologies:

Mr Barry Teeling – Mulpha SC Developments

RECC Representative

Mr Dale St George, CEO

The following members were not financial for the meeting:

A Quorum was present

Nil Conflict of Interest

The Meeting was recorded.

Motions

1	Approval of Previous PTBC General Meeting Minutes held 29th August 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Committee

Motion CARRIED.

RESOLVED that the Minutes of the PTBC Extraordinary General Meeting held on 29th August 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	9
No	0
Abstain	8

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)			X	Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)				Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)			X
Lot 16 SCGCC (PS)			X	Lot 52 SCGCC (PS)			X
Lot 20 SCGCC (PS)			X	Lot 52 SCGCC (PS)			X
Lot 22 RECC				Lot 53 SCGCC (PS)			X
Lot 24 MSCD Dvlpmts (SA)	X			Lot 54 SCGCC (PS)			X
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)			
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

2 Approval of PTBC Administration Fund Budget and Contributions Year ending 31st October 2025 (Agenda Item 5.2) Ordinary Resolution

Statutory Motion Submitted by Committee

Motion CARRIED.

RESOLVED that in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Administration Fund Budget for the year ending 31 October 2025 totalling \$1,593,079.89 + GST = \$1,752,387.88 to be approved, with the Administration Fund contributions to be determined at a rate of \$93.71 + GST = \$103.08 per lot entitlement due and payable on notice issued by the Treasurer as follows:

Yes	17
No	0
Abstain	0

\$/LE	Period Due	Due Date
\$93.71 + GST = \$103.08	01.11.24 - 31.01.25	30.11.24
\$93.71 + GST = \$103.08	01.02.25 - 30.04.25	28.02.25
\$93.71 + GST = \$103.08	01.05.25 - 31.07.25	31.05.25
\$93.71 + GST = \$103.08	01.08.25 - 31.10.25	31.08.25

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)				Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)			
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

Statutory Motion Submitted by Committee

Motion CARRIED.

RESOLVED that in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Sinking Fund Budget for the year ending 31 October 2025 totalling \$1,052,300.00 + GST = \$1,157,530 be approved, with the Sinking Fund contributions to be determined at a rate of \$61.90 + GST = \$68.09 per lot entitlement due and payable on notice issued by the Treasurer as follows:

Yes	17
No	0
Abstain	0

\$/LE	Period Due	Due Date
\$61.90 + GST = \$68.09	01.11.24 - 31.01.25	30.11.24
\$61.90 + GST = \$68.09	01.02.25 - 30.04.25	28.02.25
\$61.90 + GST = \$68.09	01.05.25 - 31.07.25	31.05.25
\$61.90 + GST = \$68.09	01.08.25 - 31.10.25	31.08.25

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)				Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)			
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

4 PTBC Authorises the continued engagement of Colin Biggers and Paisley for Hydrovision (Agenda Item 5.4)

Ordinary Resolution

Submitted by Committee

Motion CARRIED.

RESOLVED that the PTBC authorises the continued engagement of Colin Biggers and Paisley to provide legal advice on the dispute with the contractor, HydroVision. The costs will be shared between PBC (70%) and PTBC (30%), with a total expenditure approved up to \$6,600 (including GST). The funds will be allocated from the Sinking Fund – 222601 Irrigation Control.

Yes	17
No	0
Abstain	0

And further notes **RESOLVED** that, given Colin Biggers and Paisley's prior involvement and expertise on this matter, only one (1) quote was obtained. The PTBC approves the reduction in the required number of quotes from two (2) to one (1).

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)				Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)			
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

There being no further business the chairperson declared the meeting closed.

MEETING CLOSED at 09:36 AM

Chairperson: Mr Stephen Anderson

**SECURITY SERVICES –
USER AGREEMENT**

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This Agreement is made the day of 2024.

PARTIES

SANCTUARY COVE SECURITY SERVICES PTY LTD ACN 122 182 692
of c/- PO Box 15, Sanctuary Cove in the State of Queensland ("Supplier");

AND

THE PARTY NAMED IN ITEM 1 OF SCHEDULE 2 ("User");

RECITALS

- A. The Supplier is the provider of Security Services to the Resort.
- B. The User is either one of several bodies corporate in the Resort or the Company.
- C. The User acknowledges that the provision of a uniform standard of Security Services to the User and all Other Users in the Resort is essential for the safety of residents and visitors and to the continued function and reputation of the Resort.
- D. The Supplier and the User enter into this Agreement for the purposes of recording the terms and conditions for the provision of the Security Services to the User.

SCHEDULES

The following Schedules form part of this Agreement:

Schedule 1 - Definitions and Interpretation

Schedule 2 - Particulars

Schedule 3 - Security Services

The parties covenant and agree as follows:

1. Definitions and Interpretation

In this Agreement:

- 1.1 The words and phrases used in this Agreement have the meanings as set out at Schedule 1 "Definitions and Interpretation" to this Agreement.
- 1.2 In the interpretation of this Agreement, unless the context otherwise requires, the rules set out at Schedule 1 Definitions and Interpretation shall apply.

2. Engagement to Provide Security Services

- 2.1 This Agreement commences on the Commencement Date and ends on the date which is 3 years after the Commencement Date (**Initial Term**), unless:
 - (a) terminated earlier; or
 - (b) extended in accordance with clause 3.
- 2.2 This engagement is subject to the Supplier entering into a Security Services Agreement with each Other User in the same form as this Agreement PROVIDED THAT the Supplier may waive the benefit of this condition where the Other User who has not entered into a Security Services Agreement with the Supplier utilises less than 2.1 % of the total cost of the Security Services being provided.

3. Extension of Engagement

- 3.1 Subject to clause 3.3, the Supplier or the User may extend the term of this Agreement one or more times, in each case for a specified period (each an **Extension Term**), by giving notice to the other party at least three (3) months prior to the end of the Initial Term or the then current Extension Term (as applicable).
- 3.2 If the Supplier or User is considering extending the term of this Agreement under clause 3.1, the parties must promptly meet to negotiate in good faith to agree the Costs which will apply to the Extension Term. If the parties are unable to agree on the Costs, the Costs for the Extension Term will be the Costs which applied immediately prior to the commencement of that Extension Term.
- 3.3 The Supplier or User may not extend the term of this Agreement beyond the date that is ten years after the Commencement Date unless the parties have agreed in writing on the Costs and any other relevant terms (including by way of a variation of this Agreement, as the case may be) that will apply after that date.

4. Provision of Security Services

- 4.1 The Supplier shall as from the Commencement Date provide to the User those Security Services as identified for the User under the table in Schedule 3 with respect to the Zone and, subject to clause 6, such other, alternate or additional security services as agreed between the parties from time to time.
- 4.2 The Supplier covenants to perform the Security Services to the minimum service level specified in Schedule 3.

- 4.3 The User covenants that they shall accept the Security Services, subject to the operation of clause 5.
- 4.4 The Supplier covenants that it shall perform the Security Services in a professional and timely manner.

5 Costs of Security Services

- 5.1 In consideration of the provision of the Security Services, the User shall pay to the Supplier the Costs in the manner and at the times set out in this clause 5.
- 5.2 The Costs for the provision of Security Services to the User shall be:
- (a) the User's Allocation of the estimated Costs that will be incurred by the Supplier in providing the Security Services for the Resort per each quarter payable in advance (**Allocated Amount**); and
 - (b) any increase or decrease in the Allocated Amount payable by the User as a result of any variation to the Security Services agreed upon by the parties pursuant to clause 6.
- 5.3 Within three (3) months from the Commencement Date, the Supplier shall provide the User with a tax invoice of the Costs payable by the User per each quarter of the given Financial Year calculated in accordance with clause 5.2, and the User must pay the invoice within fourteen (14) days of the receipt of that invoice.
- 5.4 Within sixty (60) days of the expiration of each Financial Year, the Supplier shall provide an audited statement of the actual costs incurred for the Financial Year in providing the Security Services. Where:
- (a) the costs incurred exceed the estimated Costs invoiced to the User by the Supplier, the Supplier shall notify the User of the shortfall and the Supplier shall be entitled to add the shortfall to the next invoice issued to the User under this Agreement; or
 - (b) the costs are less than the estimated Costs invoiced to the User by the Supplier, the Supplier shall notify the User of the amount of the credit for the excess paid to be applied by the Supplier against the next invoice issued by the Supplier to the User under this Agreement.
- 5.5 Where no further invoices are required to be issued under this Agreement, then the Supplier shall either issue a further notice to the User for the shortfall (to be paid within fourteen (14) days of receipt by the User) or shall issue a refund of the excess paid when providing the statement to the User (as applicable).
- 5.6 All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding (whether at law or in equity) and the User shall not be entitled to assert any credit, set off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

6. Variation of Security Services

- 6.1 Subject to clause 6.2, the level and type of Security Services provided by the Supplier may be varied during the Initial Term or Extended Term by agreement as follows:
- (a) either party may request an increase in the extent and/or type of Security Services to be delivered to the User, and such increase in services shall be implemented by the Supplier as soon as reasonably practicable following the non-requesting party approving the variation(s) in writing; and

- (b) an amendment to the User Allocation for any reason provided that:
 - (i) one (1) month prior written Notice is given by the requesting party; and
 - (ii) the non-requesting party agrees in writing to the User Allocation amendment;
- (c) either party may request a replacement or deduction of the Security Services to be delivered to the User, provided that:
 - (i) three (3) months prior written notice is given by the requesting party;
 - (ii) the non-requesting party agrees in writing to the replacement or deduction of the Security Service; and
 - (iii) the variation is not inconsistent with the column headed "Minimum Service Levels" in schedule 3.

6.2 If the User is the PBC or the PTBC, the User covenants that a request under clause 6.1 shall only be made or agreed to if resolved by special resolution of that body corporate.

7 Variation in Ownership or Zone

7.1 In the event of a change of ownership of the Zone or any part of the Zone, the User covenants with the Supplier that it shall procure a deed of covenant by the new owner of the Zone or any part of the Zone in favour of the Supplier to enter into an agreement with the Supplier for the provision of Security Services to the Zone or that part of the Zone:

- (a) on the same terms as this Agreement;
- (b) commencing from the commencement of the Financial Year which follows following the last prior audit of Service Services for the Resort under clause 5.4, and to be for the balance of the term of this Agreement (whether the Initial Term or Extension Term) then remaining; and
- (c) containing a User Allocation as determined by the Supplier and SCCSL during that next audit of Security Services.

7.2 This clause 7 shall not prevent the user from reaching a separate arrangement with the new owner of the Zone or part of the Zone with respect to payment of a contribution to the User for the provision of Security Services to that Zone or part of the Zone.

8. GST

8.1 All monies payable by the User in accordance with the terms of this Agreement are expressed to be exclusive of Goods and Services Tax. The User must pay to the Supplier on presentation of a tax invoice any Goods and Services Tax payable by the Supplier in respect of those amounts.

9. Relationship

9.1 This Agreement does not:

- (a) constitute a partnership or a joint venture between the Supplier and the User or create a relationship of principal and agent;
- (b) authorize a party to assume or create any obligations or behalf of the other party except as specifically permitted under this Agreement; or

- (c) constitute the relationship between the Supplier and the User as that of employer and employee.

10. Further Action and Access to Zone

10.1 Each party must:

- (a) use reasonable efforts to do, sign, execute and deliver (or cause to be done, signed, executed or delivered) all deeds, documents, instruments; and
- (b) do all things reasonably necessary,

to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it both before and after completion (except those rights and obligations that terminate on completion).

10.2 Each party must refrain from doing anything which might prevent full effect being given to this Agreement.

10.3 The User shall permit the Supplier and its authorized Personnel to enter the Zone for the purposes of providing the Security Services at all reasonable times, subject to the proviso that the User expressly reserves the right to revoke or suspend such permission in part or in whole including, without limitation, in respect of certain premises only and/or in respect of certain individuals or classes of individual only.

10.4 To the extent that any exercise by the User of its rights under clause 10.3 directly results in the Supplier failing to provide the Security Services in accordance with the terms of this Agreement, the Supplier shall not be in breach of this Agreement, provided that the Supplier shall use its reasonable endeavours to avoid such failure and shall inform the User wherever practicable if the proposed exercise of its rights under clause 10.3 will or may lead to such failure.

11. Indemnity

11.1 The User indemnifies and keeps indemnified the Supplier against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Supplier pays, suffers, incurs or is liable for in connection with any of the following:

- (a) performance of the Security Services by the Supplier;
- (b) any default, neglect, act or omission of the User, or any of its directors, officers, employees or contractors; and
- (c) any breach of, or default under, this Agreement by the User.

12. Events of Default

12.1 An event of default occurs if:

- (a) a party breaches any provision of this Agreement and:
 - (i) does not remedy that breach within thirty (30) days after receiving a notice of that breach from the other party requesting that the breach be remedied; or
 - (ii) the breach is incapable of being remedied;

- (b) a party has:
 - (i) a receiver appointed over its assets or undertaking or any part of them; or
 - (ii) an official manager, trustee, voluntary administrator, liquidator or provisional liquidator appointed for all or any part of its assets or undertaking; or
- (c) the User suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth); or
- (d) a party is extinguished.

13. Rights on Default

- 13.1 If any event of default occurs in relation to a party ("Defaulting Party") the non-defaulting party, in addition to any other rights which may be conferred upon them by this Agreement, at law or equity, may elect to:
- (a) affirm this Agreement and sue the Defaulting Party for damages for breach;
 - (b) affirm this Agreement and sue the Defaulting Party for specific performance and damages; or
 - (c) terminate this Agreement and sue the Defaulting Party for damages for breach.
- 13.2 Where this Agreement is terminated or affirmed in accordance with this clause 13, that termination or affirmation will be without prejudice to any other rights the non-defaulting party may have against the Defaulting Party.

14. Waiver

- 14.1 The failure of or delay by a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:
- (a) to claim damages for breach of that obligation; and
 - (b) at any other time to require performance of that or any other obligation under this Agreement,
- unless written notice to that effect is given.
- 14.2 Waiver of any provision of or right under this Agreement:
- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in any written waiver.

15. Dispute Resolution

- 15.1 A party must not start court proceedings except proceedings seeking interlocutory relief, in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause 15.
- 15.2 A party claiming that a Dispute has arisen must notify each other party of the Dispute in writing ("the Dispute Notice") giving details of the Dispute.
- 15.3 During the five (5) Business Day period after the Dispute Notice is given under clause 15.2, or such longer period unanimously agreed in writing by the parties to the Dispute, ("Initial Period") each party to the Dispute ("Disputant") must use its best efforts and negotiate in good faith to resolve the Dispute.

- 15.4 If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute may be referred at the request of any Disputant, to an independent Mediator determined by agreement between the parties no later than two (2) days after the end of the Initial Period or, in the absence of agreement, the Mediator is to be appointed by the President of the Queensland Law Society, and the Disputants must act in the utmost good faith and co-operate with the Mediator and the other Disputants in a genuine attempt to resolve the Dispute within ten (10) days after it is referred to the Mediator ("the Mediation Period").
- 15.5 If the Disputants are unable to resolve the Dispute within the Mediation Period, each Disputant agrees that the Dispute must be referred to an independent Arbitrator determined by agreement between the parties no later than two (2) days after the end of the Mediation Period or, in the absence of agreement, the Arbitrator is to be appointed by the President of the Queensland Law Society.
- 15.6 Despite clause 15.4, any Disputant may decline the mediation and request that the Dispute be referred directly to arbitration in terms of clause 15.5.
- 15.7 The arbitration shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitration of the Resolution Institute, and, subject to those rules, in accordance with the provisions of the *Commercial Arbitration Act 2013* (Old).
- 15.8 Each Disputant will bear its own costs in preparation for and participation in mediation in terms of clause 15.4. The mediator's costs will be paid for in equal shares by the parties. The arbitrator's costs will be paid as determined by the Arbitrator.
- 15.9 Complete confidentiality shall be adhered to by the parties and the terms of any resolution of a Dispute, whether it be by consent, mediation or arbitration or other, will remain confidential.
- 15.10 The Parties agree that in the event of a breakdown of their relationship, they will co-operate to consider all exit strategies available in an attempt to avoid the need for mediation, arbitration or litigation.
- 15.11 Each party will continue to perform its obligations under this Agreement during the resolution of any Dispute (including a Dispute relating to payment) unless and until this Agreement is terminated in accordance with its terms.

16. Force Majeure

- 16.1 If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes and other obstacles over which a party has no control, that party fails to perform any of its obligations under this Agreement, that party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

17. Costs

- 17.1 Each party will bear and be responsible for their own costs (including Legal costs) for the preparation, execution, completion and carrying into effect of this Agreement.
- 17.2 The User must bear and is responsible for all stamp duty on or in respect of this Agreement.

18. Governing Law and Jurisdiction

- 18.1 This Agreement is governed by and is to be construed in accordance with the law applicable in Queensland.
- 18.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

19. Notice

- 19.1 A party giving notice or notifying under this Agreement must do so in writing:
- (a) directed to the recipient's address specified below or as varied by any notice:
 - (i) if to the Supplier:
Address: PO Box 15, Sanctuary Cove QLD 4212
 - (ii) if to the User:
Address: the address specified in item 1 of Schedule 2
Facsimile: the facsimile number specified in item 1 of Schedule 2
 - (b) hand delivered or sent by prepaid registered post or facsimile to that address or such other address or facsimile number as the party may have notified in writing to the other party or parties.
- 19.2 A notice given in accordance with clause 19.1 is taken to be received:
- (a) if hand delivered, on delivery during Business Hours of the recipient otherwise on the next Business Day;
 - (b) if sent by prepaid registered post, three (3) days after the date of posting;
 - (c) if sent by facsimile and a correct and complete transmission report is received during Business Hours on the day of transmission if a Business Day, otherwise on the next Business Day unless, within eight (8) Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice or that the notice is not fully intelligible.
- 19.3 A notice given or served under this Agreement shall be sufficient if:
- (a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;
 - (b) in the case of the PBC and PTBC, it is executed in accordance with the Act;
 - (c) in the case of a Subsidiary Body Corporate, it is executed in accordance with the Building Units & Group Titles Act 1980 (Qld); and
 - (d) in the case of an individual, it is signed by that individual or his attorney or lawyer.
- 19.4 The provisions of this clause are in addition to any other mode of service permitted by law.

- 19.5 In this clause 'notice' includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to a provision of this Agreement.
- 19.6 In this clause 'Business Hours' means from 9.00am to 4.00pm on a Business Day.

20. Implied Provisions Inconsistent with Express Provisions

- 20.1 The provisions implied in this Agreement by law which are inconsistent with the express provisions of this Agreement will, where permitted, be modified to the extent of the inconsistency so as to conform to the express provisions.

21. Act or Omission

- 21.1 In this Agreement, reference to an act or omission by a party includes:
- (a) if a party comprises more than one person or corporation, an act or omission by any one or more of those persons and/or corporations;
 - (b) permitting or allowing the act or omission to occur, and;
 - (c) an act or omission of an employee (whether or not acting within the scope of his employment) agent, contractor, or invitee of the party.
- 21.2 Where in this Agreement a party agrees not to do something, the party will not attempt to do that thing, nor permit or procure that thing to be done.

22. Joint and Several Liability

- 22.1 If an obligation is to be performed by a party for or with another party, each party will be jointly liable with the other party, and severally liable on that party's own account, to perform the obligation. A release given to the other party will not release the party concerned from any obligation. The granting of time or other indulgence to another party will not release the party concerned from that party's obligation under this Agreement.

23. Severability

- 23.1 If reading down a provision of this Agreement would prevent the Agreement being invalid or voidable it shall be read down to the extent that it is necessary and capable of being read down.
- 23.2 Where, despite clause 23.1, a provision of this Agreement is still invalid or voidable then:
- (a) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words are to be deleted; and
 - (b) in any other case, the whole provision is to be deleted,
- and the remainder of this Agreement will continue to have full force and effect notwithstanding the deletion of the word(s) or whole provision (as applicable).

24. Alteration

- 24.1 This Agreement may be altered only in writing signed by the duly authorised representative of each party.

25. Warranties

- 25.1 Each party warrants to the other that: it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated in it;
- (b) the entering into and performance of its obligations under this Agreement have been duly authorized by all necessary action on its part; and
 - (c) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Agreement.
- 25.2 Each party signing this Agreement:
- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
 - (b) as a representative, agent or trustee of a party, warrants to the other Parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.
- 25.3 This Agreement binds each of the parties to the full extent provided in this Agreement even though the signature or execution of this Agreement by any of the parties (other than the party sought to be made liable) is or may become void or voidable.

26. Enforceability

- 26.1 The provisions of this Agreement constitute legally binding relations between those Parties who have executed this Agreement.

27. Pleaded In Bar

- 27.1 This Agreement may be pleaded as a Bar to any proceedings taken by any party against the other party or parties in respect of the subject matter of this Agreement, or any aspect of that subject matter.

28. Counterparts

- 28.1 This Agreement may be executed in original form and/or by facsimile transmission in any number of counterparts and all counterparts taken together shall constitute one and the same instrument. Upon any execution of counterpart copies of this Agreement original hard copies of this Agreement must be circulated for full execution and are to be dated the date the last counterpart copy is signed.

29. Remedies Cumulative

- 29.1 The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

30. Time of the Essence

- 30.1 Time is of the essence in respect of any obligation under this Agreement.

31. Confidentiality

31.1 The parties individually covenant and agree with each other as follows:

- (a) to at all times keep absolutely secret and confidential and not to disclose, directly or indirectly, either during or after the term of this Agreement (whether the Initial Term or the Extension Term), the Confidential Information of either party to any person other than the employees and officers of the Parties who require access to such information for the purposes of this Agreement;
- (b) to at all times keep either party's Confidential Information safe and secure so as, to the extent possible, to prevent unauthorised access or disclosure;
- (c) not to use any Confidential Information disclosed by either party for any other purpose than that for which the disclosure was made;
- (d) not to use the Confidential Information disclosed by a party either directly or indirectly for the personal advantage of the other party or to the detriment of the disclosing party;
- (e) not to disclose any Confidential Information to any person not a party to this Agreement, other than the employees and officers of the parties who require access to such information for the purposes of this Agreement, without the prior written approval of the other party. Approval by a party to disclose that party's Confidential Information to a third party will only be given on the condition that it is only disclosed for the purpose for which it was disclosed to the party and that the third party executes a confidentiality deed on the same terms as this clause 31;
- (f) upon request, to return all documents, papers or things that have been provided by a party to the other party, including, without limitation, all copies, extracts or summaries of the Confidential Information, and any computer data that has been created based upon the Confidential Information. It is further agreed to erase and destroy any copies of computer data containing or comprising Confidential Information belonging to the other party that may be in the possession or control of the other party or that may have been loaded onto any computer;
- (g) to immediately notify the other party of any actual or suspected breach of confidentiality and unauthorised access to, disclosure or retention of the Confidential Information; and
- (h) to ensure that each of either party's officers, employees, agents and consultants observe and adhere to these covenants with respect to the Confidential Information.

31.2 The Confidential Information shall not include information which is required by law to be disclosed or which is generally available in the public domain except where that is as a result of unauthorised disclosure by the other party to any person of the Confidential Information.

31.3 Nothing in this Agreement shall prohibit either party from acting in accordance with the lawful direction or consent given by the other party.

31.4 The provisions of this clause 31 shall survive the termination of this Agreement and will endure for the benefit the party entitled to the protection afforded by the provisions of this Clause 32 thereafter.

31.5 At all times, the operation of this clause shall be subject to the operation of the *Sanctuary Cove Resort Act (Qld) 1985* and the *Building Units & Group Titles Act (Qld) 1980* as amended from time to time.

32. Privacy and Data

32.1 Any Personal Information (as that term is defined in the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Private Sector) Act 2000* (Cth)), including personal financial information and data (any of which may be related to the other party's members, customers, or their Personnel), that is collected, used or disclosed by a party including authorized agents for the purposes of, or in connection with this Agreement (collectively, **Privacy Data**), must only be collected, used or disclosed by a party in compliance with the requirements of the relevant privacy laws in Australia.

32.2 Both parties must:

- (a) use Privacy Data, strictly for the purposes of performing that party's obligations in accordance with this Agreement; and
- (b) implement appropriate technical and organisational measures to protect Privacy Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and
- (c) take reasonable steps to ensure the reliability of staff who have access to Privacy Data.

33. Survival

33.1 Any indemnity or any obligation of confidence under this Agreement is independent and survives termination. Any other term by its nature intended to survive termination of this Agreement survives that termination.

34. Entire Agreement

34.1 This Agreement, together with its exhibits and schedules, is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

34.2 The parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or Agreement not expressly set out or referred to on this Agreement.

Executed as an Agreement

SIGNED BY SANCTUARY COVE SECURITY)
SERVICES PTY LTD A.C.N 122 182 692) Director
Pursuant to Section 127 of the *Corporations*)
Act 2001 (Cth))
Director

SIGNED BY THE PARTY SPECIFIED IN ITEM 1)
OF THE SCHEDULE pursuant to Section 127) Chairperson
of the *Corporations Act 2001 (Cth)*)
PTBC Executive
Committee Member

Schedule 1 Definitions and Interpretation

Definitions

Act means the *Sanctuary Cove Resort Act (Q1d) 1985* (as amended).

Agreement means

- (a) clauses 1 to 34 (inclusive) of this document;
- (b) the schedules to this document; and
- (c) any document incorporated by reference into this document.

Associated Entity has the same meaning as prescribed in section 50AAA of the *Corporations Act 2001* (Cth), as amended from time to time.

Business Day means a day on which trading banks are open for business in the city or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday.

Commencement Date means 1 November 2024.

Commercial Zones means Commercial Zones as defined under the Act.

Company means Mulpha Sanctuary Cove (Developments) Pty Limited (ACN: 098 660 318) and any Associated Entity and either of its successors and assigns.

Confidential Information means all information in whatever form provided that:

- (a) it is identified as confidential;
- (b) is proprietary to the Supplier;
- (c) the User ought to have reasonably known that the information was proprietary or confidential to the Supplier;
- (d) it is information relating to:
 - (i) the Supplier's clients or client lists;
 - (ii) the Supplier's sales or purchasing agents or contractors;
 - (iii) the Supplier's strategic and operational plans and programmes including staffing levels, employee remuneration, and day-to-day business practices;
 - (iv) the Supplier's trade contacts, contracts, business methods, systems, policies, processes, costings, pricing methods, finances, financial performance accounting situation or status, revenues, profit margins, tax information, or other business or financial information;
 - (v) the Supplier's know-how, trade secrets, ideas, concepts, business plans, marketing strategies, business performance, likely future activity, technical and operations information; or
 - (vi) any other material of a similar nature or relating to the Supplier's conduct of its business, whether or not acquired, learned, attained, or developed solely by the Supplier or in conjunction with others; and
- (e) it is information that does not include information which may:
 - (i) become public knowledge other than through a breach by the User of the terms of this Agreement;

- (ii) become available to the User from a source other than a party associated with the performance of this Agreement; or
- (iii) be independently developed by the User outside the scope of operation of this Agreement.

Costs means all costs, charges, expenses and overheads incurred by the Supplier (including costs incurred by SCCSL and invoiced to the Supplier) in performing or procuring the performance of the Services including but not limited to, the following direct and indirect costs, charges, expenses and overheads:

- (a) fees and costs for the appointment of agents to perform the Services;
- (b) employee wages and other employee related expenses (including, but without limitation, sick leave, holiday pay, holiday loading, fringe benefits, long services leave, workers' compensation, superannuation, payroll tax, bona fide incentives and bonuses, training costs, staff amenities' costs and the costs associated with the employment of employees)
- (c) consultant's fees and costs for the appointment of consultants to advise on matters concerning the Services;
- (d) where the Supplier (or SCCSL) enters into a loan arrangement (including, but without limitation, a lease, bill of sale or hire purchase agreement) for the acquisition, lease, hire or rental of any assets necessary to perform the Services (including, but without limitation:
 - (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware, computer software and other technology
 - the payments or repayments payable under the loan arrangements including, but without limitation, any other amounts or on-costs payable under or as a result of the loan arrangements such as interest, insurance premiums, taxes, stamp duty and other outgoings and charges;
 - where an asset is acquired and subsequently disposed — any bona fide loss on the disposal of the asset ;
- (e) the purchase, by cash, of any assets necessary to perform the Services (including, but without limitation:
 - (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware, computer software and other technology)
- (f) repair and maintenance costs and expenses on any assets acquired (whether by way of cash, lease or loan arrangement) by the Supplier (or SCCSL) to perform the Security Services including, but without limitation:
 - (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware and other technology;
- (g) rents, rates, taxes and other outgoings associated with the occupation of premises within the Resort to provide the Services (including, but without limitation, maintenance, repairs and cleaning costs);
- (h) the purchase of technology software (including, but without limitation, computer software) and the costs associated with licensing the technology software and upgrading the technology software;

- (i) the purchase of goods, materials, supplies, first aid supplies and stationery necessary to perform the Services;
- (j) telephone, facsimile, electricity, postage and printing charges;
- (k) Insurance premiums (including, but without limitation Directors and Officers insurance) and storage, delivery, installation and freight costs;
- (l) all taxes and customs duties;
- (m) licence fees and licence renewal fees;
- (n) payroll processing costs; and
- (o) all other costs, charges, expenses and overheads incurred by SCSS (or SCCSL) in performing or procuring the performance of the Services;

Essential Security Services means the essential 24-hour security services specified for each User in Part A of Schedule 3.

Financial Year means each annual period in accordance with the financial year of the PBC and the PTBC.

Initial Term means the duration of this Agreement as defined in clause 2.1.

Other Users means such of the PBC, the PTBC or the registered proprietors or relevant representatives of the Commercial Zones from time to time who are not the User under this Agreement.

PBC means Sanctuary Cove Principal Body Corporate established under the Act.

Personnel means, in relation to a person, that person's officers, employees, agents, nominees, authorized representatives, carriers, delegates and sub-contractors.

PTBC means Sanctuary Cove Primary Thoroughfare Body Corporate established under the Act.

Primary Thoroughfare means Primary Thoroughfare as defined under the Act. **Zones**

Residential Zones means Residential Zone as defined under the Act.

Resort means Sanctuary Cove Resort as prescribed under the Act.

Security Services means the security services specified in Schedule 3 and any such other, alternate or additional services as agreed between the parties from time to time.

SCCSL means Sanctuary Cove Community Services Limited (ACN: 098 660 318) and any Associated Entity and either of its successors and assigns.

User means the party specified in Item 1 of Schedule 2.

User Allocation means the percentage proportion of costs of the Security Services that must be borne by the User based upon the Users portion of use of the Security Services, which as at the date of this Agreement is as specified in Item 4 of Schedule 2. For clarity services may include User services available but not utilised in the provision of Essential Security Services.

Zone means the Zone as specified in Item 2 of Schedule 2.

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to "\$", "\$A", "dollar" or "A\$" is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a right includes a benefit, remedy, authority, discretion and power;
- (i) a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executor's administrators and assigns;
- (j) words importing the whole of the matter or thing include a part of the matter or thing;
- (k) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (l) a reference to a 'subsidiary' of a body corporate is to a subsidiary of that body corporate in accordance with Pt 1.2 Div 6 of the *Corporations Act 2001* (Cth);
- (m) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- (n) words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date; and
- (o) any provision in this Agreement stating that a party "must" do something or "must" not do something should be read and construed as an agreement by that party to do or not to do the matter or thing referred to;
- (p) Each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement.
- (q) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

- (r) Any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement.
- (s) If the day on which:
 - (i) anything, other than a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day; and
 - (ii) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it shall be made on the preceding Business Day;
 - (iii) If an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day.

Schedule 2 Particulars

1. User

Name: Sanctuary Cove Primary Thoroughfare Body Corporate
Address: Masthead Way, Sanctuary Cove in the State of Queensland
Facsimile: (07) 5500 3344

2. Zone

Primary Thoroughfare Zones

3. Term

The period from 1 November 2024 to 31 October 2027.

4. User Allocation

2.1 %

Schedule 3 Security Services

The following schedule specifies the minimum standard for Security Services within Sanctuary Cove.

Task	Security Services Clients	PTBC
1	Emergency Medical Response – All areas <ul style="list-style-type: none"> • Provide prompt response and medical assistance • Emergency escort for urgent medicals 	*
2	Patrols – All areas <ul style="list-style-type: none"> • 24hr Mobile and Marine patrolling subject to Incident Response • Building/gate checks and patrols of relevant stakeholder areas 	*
3	Incidents and Alarms – All areas <ul style="list-style-type: none"> • Provide prompt response and emergency assistance • Incident management – record and report, liaise emergency services 	*
4	Camera Surveillance <ul style="list-style-type: none"> • Monitor and maintain CCTV network • Monitor stakeholder CCTV network 	*
5	Alarm Monitoring <ul style="list-style-type: none"> • Monitor and maintain alarm FTTH network • Commission and test new alarm panels 	
6	Access Control <ul style="list-style-type: none"> • Provide and maintain network for auto and manual gate access – res card, LPR and Bluetooth • Issue and maintain Resident/Commercial key registers • Provide access for relevant stakeholders 	*
7	Liaise Internal and External Stakeholders - All areas <ul style="list-style-type: none"> • Hope Island Resort Security (external) 	*
8	RZABL and Development Control <ul style="list-style-type: none"> • Traffic and Parking, Building Authority Number permit • Speed management and other activity By-Laws 	*
9	Water Craft Check <ul style="list-style-type: none"> • Daily vessel check of resident jetties 	
10	Valet Services <ul style="list-style-type: none"> • Valet service charge for access/rearm of home/building 	
11	Workplace Health and Safety – All areas <ul style="list-style-type: none"> • Report defect and safety issue to Asset Finda or asset owner 	*
12	Animal and Pest Management <ul style="list-style-type: none"> • Manage injured and found animals 	*

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 B/C, PO Box 15 SANCTUARY COVE, QLD, 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:

SANCTUARY COVE PRIMARY

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 owner's 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.