



*Sanctuary Cove resort Act 1985
Section 27
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998*

NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRINCIPAL BODY CORPORATE 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
31 Jul 2025 at 10:00 AM**

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.

Please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PBC 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 THE Sanctuary Cove Principal Body Corporate 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate GTP 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
31 Jul 2025 at 10:00 AM**

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 of RBC's
4. Recording of the meeting
5. Motions
 - 5.1 Approval of Previous General Meeting Minutes - 26th June 2025
 - 5.2 Rescission of Motion 4 - PBC EGM - 26th June 2025
 - 5.3 Approval to pay Colin Biggers & Paisley Lawyers invoice
 - 5.4 Re-Nomination of Stuart Shakespeare as PBC Nominee Director to SCCSL
 - 5.5 Amendment to Clause 5.11 of the SCCSL Shareholders Agreement
 - 5.6 Approval of expenditure for the engagement of Civica for a Preliminary Management Plan/Assessment
 - 5.7 Approval of engagement and expenditure of DGM Paving to repair pathway at the park next to 2116 The Circle
 - 5.8 Approval of expenditure for excavation to determine the extent of the failure of the reinforced concrete pipe stormwater pipe at Sanctuary Park
 - 5.9 Approval of engagement and expenditure of Pinion Advisory for the irrigation design development and documentation for Sanctuary Greens Irrigation
 - 5.10 Approval to pay Land Tax Invoice from QLD Revenue Office for the assessment notice 2024-2025
 - 5.11 Approval of temporary closure of portion of Lot 93 The Parkway
 - 5.12 Approval of engagement and expenditure of JRS Electrical for works including the decommissioning of Village gate and installation of new switchboards
 - 5.13 Approval of engagement and expenditure of Smartstone for costs associated with replacing the final paving and kerbing - Year 1 works and Stage 4
 - 5.14 Approval of engagement and expenditure of K & J Civil Contractors for the replacement of a non-functioning sluice valve on Edgecliff Drive
 - 5.15 Approval of engagement and expenditure of Bex Vac & Civil for costs to carry out vacuum excavation
 - 5.16 Approval of engagement and expenditure of Kings Landscaping for removal and replacement of Silky Oak trees located on The Parkway

- 5.17 Approval of engagement and expenditure of Plant Management for the turf reinstatement and associated finishing works on The Parkway
- 5.18 Approval for reimbursement of monies owed claim for Lot 33 - Plumeria to clear stormwater pipe blockage
- 5.19 Approval for the removal of the proposed secondary thoroughfare by-law 6.3
- 5.20 Entry in Services Agreement for Harbour One's use of FTTH Network
- 5.21 Engagement of Cooper Grace Ward to provide advice on liability for Land Tax

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	18/06/2025	SCCSL - Body Corporate	2113 The Circle	Street Tree outcome
2.	19/06/2025	Biodiversity	PBC	Information session
3.	11/07/2025	PBC MN & Chairperson for Tristania	PBC	Resignation
4.	15/07/2025	PBC Secretary	PBC MN	Shareholders agreement
5.	15/07/2025	PBC Chairperson	MN for Zieria	Solar Panels on Jabiru Park toilet block
6.	24/07/2025	CSC Chairperson SC	PBC	FTTH Update

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding

8. Business Arising

8.1 PBC Motions – August

- Approval for PBC EC expenditure per month (Special Res)
- RZABL Plumeria amendment
- PBC/PTBC Budget

8.2 The Circle/Riverside Drive - Intersection

8.3 Next meeting to be held 28th August 2025

9. Closure of Meeting

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.

EXPLANATORY SCHEDULE TO VOTING PAPER SANCTUARY COVE PRINCIPAL CTS 202

Motion 4 - Re-Nomination of Stuart Shakespeare as PBC Nominee Director to SCCSL (Agenda Item 5.4)

s5.5 Shareholders Agreement between the PBC, PTBC, and SCCSL discloses the composition of the Board of the Company.

s5.5(a) states:

*2 Directors appointed by PBC, one of which may be, **however is not required to be** the existing chairman of the PBC.*

Mr Stuart Shakespeare has served as the current Chairperson of the Principal Body Corporate (PBC) and as the PBC Nominee Director on the Board of Sanctuary Cove Community Services Ltd (SCCSL). His current term as Director is due to expire in September 2025, with a nomination deadline set for August 2025.

Mr Shakespeare has expressed his willingness to continue serving as Director for an additional two-year term. His ongoing leadership and insights are seen as vital to maintaining the stability and momentum achieved during a challenging period in SCCSL's governance, which included:

- The resignation of the former CEO;
- The recruitment and appointment of a new General Manager;
- The departure of an experienced Independent Director;
- The resignation of a highly experienced PTBC Nominee Director.

Stuart's professional background, including previous board-level experience in private enterprise and extensive knowledge as a members nominee, member of the Architectural Review Committee, and PBC Chair, equips him well to navigate the operational and strategic responsibilities of a Director.

Although Stuart will no longer be eligible to serve as Chairperson of the PBC following a change to his residential precinct, he will continue to reside within Sanctuary Cove and remains eligible to serve as a Director under the Shareholders Agreement. His continued presence on the SCCSL Board will provide much-needed continuity and stewardship during this period of reform and improvement.

This motion seeks the support of PBC Members Nominees to ensure an orderly transition and retention of valuable corporate knowledge on the SCCSL Board.

Motion 5 - Amendment to Clause 5.11 of the SCCSL Shareholders Agreement (Agenda Item 5.5)

Clause 5.11 of the current SCCSL Shareholders Agreement states:

“The parties agree that a Director nominated by each Shareholder who also holds the position of Chairman of the respective Shareholder is entitled to hold office as a Director of the Company only for so long as they remain Chairman of the Shareholder notwithstanding anything to the contrary in this agreement.”

This clause has the effect of prematurely terminating the term of a Director nominated by the PBC should that Director no longer serve as Chairperson—even where they remain otherwise eligible and committed to fulfilling their duties.

This limitation presents several governance risks and operational challenges, including:

- **Loss of continuity and corporate knowledge** on the SCCSL Board, particularly if a Director is performing well and contributing meaningfully but is replaced simply due to changes in internal PBC elections;
- **Reduced flexibility and autonomy for the PBC** to appoint the most suitable representative based on merit, skills, experience, and availability;
- **Potentially higher turnover of Directors**, especially where the role of Chairperson is re-contested annually, which undermines long-term planning and strategic oversight within SCCSL;
- **Risk of losing Sanctuary Cove residency representation**, where a capable and engaged PBC nominee is rendered ineligible solely due to a minor change in their place of residence within the Resort.

Clause 5.11 is no longer fit for purpose and Directors should serve for a fixed two-year term unless otherwise removed by their nominating body or disqualified under relevant laws or governance standards.

Amending the Shareholders Agreement will enhance governance stability, strengthen the quality of board oversight, and ensure the PBC’s ability to nominate representatives aligned with its strategic priorities and the interests of Sanctuary Cove residents.

Motion 19 - Approval for the removal of the proposed secondary thoroughfare by-law 6.3 (Agenda Item 5.19)

At the EGM on 27 March 2025, the PBC approved two amendments to the Secondary Thoroughfare By-Laws (the STBLS) – being animal controls and damage/improvements to common property. Along with the vehicle parking STBL amendments that were approved at the EGM on 25 July 2024, these were submitted to the Queensland Department of State Development Infrastructure and Planning (the Department), for gazettal.

The Department has recently expressed concern about the application of proposed STBL 6.3 which provides:

“6.3 Where an improvement is authorised by the Principal Body Corporate in accordance with the above by-law 6.2, the person authorised to make the improvement will be responsible for the maintenance of the improvement and ensuring it is kept in a state of good a serviceable repair.”

The Department’s position is that it requires legal advice from the PBC that the maintenance responsibilities of the PBC under the Sanctuary Cove Resort Act 1985 can be transferred to another person, as is proposed through STBL 6.3. It requires this advice before it will move forward with gazettal.

Given that the PBC has been trying to have the STBL amendments gazetted for quite some time, the PBC EC has recommend that the proposed STBL 6.3 be removed for the time being so that the remaining STBLs can be gazetted. The PBC can then decide whether to obtain legal advice on this matter and reply to the Department on it at a later date should it wish to proceed with STBL 6.3.

VOTING PAPER

Extraordinary General Meeting for the Sanctuary Cove Principal Body Corporate GTP 202

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 31 July 2025 at 10:00 AM

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 - 26th June 2025 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

THAT the Minutes of the PBC Extraordinary General Meeting held on 26th June 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2	Rescission of Motion 4 - PBC EGM - 26th June 2025 (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Chairperson

THAT The Principal Body Corporate approves the rescission of Motion 4 of the PBC Extraordinary General Meeting held on 26th June 2025 - Approval to pay Colin Biggers & Paisley Lawyers invoice, as written below:

Yes ☐

No ☐

Abstain ☐

THAT approval is given by the PBC EGM to pay the outstanding amount on the invoice from Colin Biggers & Paisley Lawyers of \$1,235.50 (including GST) for the work completed on the Hydrovision dispute.

3	Approval to pay Colin Biggers & Paisley Lawyers invoice (Agenda Item 5.3)	Ordinary Resolution
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Submitted by Chairperson

THAT approval is given by the PBC Extraordinary General Meeting to pay the outstanding invoice amount on the invoice from Colin Biggers & Paisley Lawyers of \$1,235.50 (ex GST) for the work completed on the Hydrovision dispute.

Yes ☐

No ☐

Abstain ☐

4	Re-Nomination of Stuart Shakespeare as PBC Nominee Director to SCCSL (Agenda Item 5.4)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC) resolves to:

1. Endorse the re-nomination of Mr Stuart Shakespeare as the PBC Nominee Director to the Board of Sanctuary Cove Community Services Ltd (SCCSL) for a further term of two years, commencing upon the expiry of his current term in September 2025; and
2. Provide formal notice to SCCSL of this nomination in accordance with the Shareholders Agreement, prior to the August 2025 deadline.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

5	Amendment to Clause 5.11 of the SCCSL Shareholders Agreement (Agenda Item 5.5)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC) resolves to:

1. Formally notify Sanctuary Cove Community Services Ltd (SCCSL) and the Primary Thoroughfare Body Corporate (PTBC) of its intention to amend Clause 5.11 of the current Shareholders Agreement between SCCSL, the PBC, and the PTBC;

2. Seek the agreement of the PTBC to the amendment of Clause 5.11, to be replaced by:

“Notwithstanding anything to the contrary in this Agreement, the Parties agree that a Director nominated by each Shareholder who also holds the position of Chairman of the respective Shareholder will cease being a Director of the Company when they cease holding the position of Chairman of the respective Shareholder unless that Shareholder provides the Company with a general meeting resolution authorising the person to hold office as a Director beyond their term as Chairman.”

3. Request that SCCSL initiate a formal variation to the Shareholders Agreement to reflect this change.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

6	Approval of expenditure for the engagement of Civica for a Preliminary Management Plan/Assessment (Agenda Item 5.6)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting authorises the expenditure of \$13,354.00 (inc GST) for the engagement of Civica to undertake the proposed works as outlined, with funds to be allocated from the Administration Fund - GL Code 12422.

Yes ☐

No ☐

Abstain ☐

7	Approval of engagement and expenditure of DGM Paving to repair pathway at the park next to 2116 The Circle (Agenda Item 5.7)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting authorises the expenditure of \$4,994.00 (inc GST) for the engagement of DGM Paving to undertake the proposed works as outlined, with funds to be allocated from the Administration Fund - GL Code 12784.

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

8	Approval of expenditure for excavation to determine the extent of the failure of the reinforced concrete pipe stormwater pipe at Sanctuary Park (Agenda Item 5.8)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting authorises the expenditure of \$8,740.80 (inc GST) for the engagement of Smartstone Group to undertake the proposed works as outlined, with funds to be allocated from the Sinking Fund - GL Code 224961.

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

9	Approval of engagement and expenditure of Pinion Advisory for the irrigation design development and documentation for Sanctuary Greens Irrigation (Agenda Item 5.9)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary Meeting approves the expenditure of \$34,265.00 (inc GST), plus a 10% contingency of \$3,426.50 (inc GST), for the engagement of Pinion Advisory to cover costs associated with the Irrigation Design Development and Documentation. Funds to be expensed to the PBC Sinking Fund GL Code - Irrigation Control 222601.

FURTHER THAT due to the specialised nature of the works and the importance of engaging a consultant with prior knowledge of the irrigation system at Sanctuary Cove, the PBC Extraordinary General Meeting approves the reduction in the number of quotes required, from two (2) to one (1).

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

10	Approval to pay Land Tax Invoice from QLD Revenue Office for the assessment notice 2024-2025 (Agenda Item 5.10)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves payment of the invoice of \$72,997.20 (inc GST) from QLD Revenue Office for the land tax assessment notice for the period 2024-2025.

Yes ☐

No ☐

Abstain ☐

11	Approval of temporary closure of portion of Lot 93 The Parkway (Agenda Item 5.11)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves the temporary closure of a portion of Lot 93 The Parkway (Secondary Thoroughfare) for an estimated period of eight (8) weeks (weather permitting) to allow Mulpha Development to undertake works, including the demolition of existing gate and structures, road realignment, and replacement of paving and kerbing.

Yes ☐

No ☐

Abstain ☐

12	Approval of engagement and expenditure of JRS Electrical for works including the decommissioning of Village gate and installation of new switchboards (Agenda Item 5.12)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting agrees to expend \$28,380.00 (Inc GST), plus a 10% contingency in the amount of \$2,838.00 (Inc GST) for the engagement if JRS Electrical for the costs associated with the Electrical Works including the decommissioning and installation of new switchboards. Funds are to be expensed to Sinking Fund - 224340 Security System & 222601 Irrigation Control (50% / 50%).

And **FURTHER** approves the reduction in the required number of quotes from two (2) to one (1), noting that the nominated contractor is also engaged by Mulpha Developments to undertake the electrical component of the works. To ensure continuity and coordination across the project, only one quote has been sourced.

Yes ☐

No ☐

Abstain ☐

13	Approval of engagement and expenditure of Smartstone for costs associated with replacing the final paving and kerbing - Year 1 works and Stage 4 (Agenda Item 5.13)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting agrees to expend \$16,959.25 (Inc GST) plus a 10% contingency in the amount of \$1,695.95 (Inc GST) for the engagement of Smartstone for the costs associated with replacing the final 170m2 of paving (*Stage 4) previously approved January 27th, 2022*). Funds are to be expensed to Sinking Fund – Roads 223191

FURTHER THAT the PBC Extraordinary General Meeting agrees to expend \$6,619.25 (Inc GST) plus a 10% contingency in the amount of \$661.92 (Inc GST) for the engagement of Smartstone for the costs associated with replacing the final 50 l/m of Kerb (Year 1 works) *previously approved September 26th, 2019*. Funds are to be expensed to Sinking Fund – Kerb 22320

And **FURTHER** approves the reduction in the required number of quotes for paving and kerbing works from two (2) to one (1), to ensure continuity of installation and materials (*as previously tendered and approved by the PBC*)

Yes ☐

No ☐

Abstain ☐

14	Approval of engagement and expenditure of K & J Civil Contractors for the replacement of a non-functioning sluice valve on Edgecliff Drive (Agenda Item 5.14)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves the expenditure of \$9,966.44 (Inc. GST), plus a 10% contingency of \$996.64 (Inc. GST), to engage K & J Civil Contractors for the replacement of a non-functioning sluice valve. Funds are to be allocated from the Sinking Fund – GL Code 22506 (Water Point).

And **FURTHER** approves reducing the required number of quotes from two (2) to one (1), due to the specialised nature of the works and the need for specific equipment essential to complete the task.

Yes ☐

No ☐

Abstain ☐

15	Approval of engagement and expenditure of Bex Vac & Civil for costs to carry out vacuum excavation (Agenda Item 5.15)	Ordinary Resolution
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Submitted by Chairperson

THAT The PBC Extraordinary General Meeting agrees to expend \$2,275.00 (Inc GST), plus a 10% contingency in the amount of \$227.50 to engage Bex Vac & Civil for costs to carry out vacuum excavation. Funds are to be expensed from Sinking Fund – GL Code 22506 (Water Point).

Yes ☐

No ☐

Abstain ☐

16	Approval of engagement and expenditure of Kings Landscaping for removal and replacement of Silky Oak trees located on The Parkway (Agenda Item 5.16)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves the expenditure of \$91,795.00 (Inc. GST), plus a 10% contingency of \$9,179.50 (Inc. GST), to engage Kings Landscaping for removal and replacement of Silky Oak trees located on The Parkway. Funds are to be allocated from the Sinking Fund – GL Code 22280 (Landscape).

Yes ☐

No ☐

Abstain ☐

17	Approval of engagement and expenditure of Plant Management for the turf reinstatement and associated finishing works on The Parkway (Agenda Item 5.17)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves the expenditure of \$5,119.68 (Inc. GST), plus a 10% contingency of \$511.96 (Inc. GST), to engage Plant Management for the turf reinstatement, and associated finishing works on The Parkway. Funds are to be allocated from the Sinking Fund – GL Code 22280 (Landscape).

Yes ☐

No ☐

Abstain ☐

18	Approval for reimbursement of monies owed claim for Lot 33 - Plumeria to clear stormwater pipe blockage (Agenda Item 5.18)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting considers the correspondence received from the owner of Lot 33, Plumeria (7391 Marine Drive East), requesting reimbursement of \$350.00 (including GST) for costs incurred for the attendance of the owner's plumber to clear a stormwater pipe blockage.

Yes ☐

No ☐

Abstain ☐

19	Approval for the removal of the proposed secondary thoroughfare by-law 6.3 (Agenda Item 5.19)	Special Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting authorises the removal of the proposed secondary thoroughfare by-law 6.3, approved at the EGM on 27 March 2025, in order to proceed with the gazettal of the remaining secondary thoroughfare by-laws that were approved relating to the parking of vehicles, keeping of pets and damage to the secondary thoroughfare.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

20	Entry in Services Agreement for Harbour One's use of FTTH Network (Agenda Item 5.20)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC approves entry into the Services Agreement for the use of its FTTH Network by Mulpha/Mulpha Sanctuary Cove Harbour One Pty Ltd (the **Agreement**) generally in accordance with the terms set out in the Agreement circulated with this agenda, and that any two Executive Committee members may execute the Agreement.

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

21	Engagement of Cooper Grace Ward to provide advice on liability for Land Tax (Agenda Item 5.21)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC authorises the engagement of Cooper Grace Ward pursuant to its fee proposal of 23 July 2025 (circulated with this agenda) at a cost of \$5,500 - \$7,500 plus GST to advise on the PBC's liability for land tax on the secondary throughfare, including any availability for exemptions or alternative options to obtain land tax relief.

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

GTP: 202 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. Minutes of previous General Meeting**
- 3. Motion 2 & 3. (recind other motion) RE_ Colin Biggers Motion _ Invoices**
- 4. Motion 4. ReNomination_Stuart_Shakespeare_SCCSL_Director**
- 5. Motion 5. SHA Amendment**
- 6. Motion 6. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Tree Assessment PBC**
- 7. Motion 7. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Pathway repair**
- 8. Motion 8. SCCSL DF 502040 - Sanctuary Park Stormwater Investigation**
- 9. Motion 9. PBC - Sanctuary Greens Irrigation - Design-Consultancy**
- 10. Motion 10. QLD Revenue Office assessment**
- 11. Motions 11 to 13. PBC - Village Gate works 2025 - Final**
- 12. Motion 14 & 15. PBC - Sluice Valve Replacement - Edgecliff Drive**
- 13. Motion 16 & 17. PBC - Silky Oak Tree Removal - The Parkway**
- 14. Motion 18. Monies Owed Claim - Lot 33 Plumeria 7391 Marine Drive East**
- 15. Motion 19. Secondary Thoroughfare By-Law - Amendments (removing 6.3)**
- 16. Motion 20 Services Agreement - Sanctuary Cove FTTH Network - revised (Clean version)**
- 17. Motion 21. Request for fee proposal _ Advice on Land Tax**
- 18. CORRO FOR INFORMATION**
- 19. CFI 1. RE_ Street Tree - Schotia Island (2113 The Circle)**
- 20. CFI 2. RE_ PBC information session**
- 21. CFI 3. RE_ Resignation - Mark Winfield**
- 22. CFI 4. Communication to MN regarding Shareholders Agreement**

23. CFI 4. Letter from SSCSL to PBC - Shareholders Agreement 20250715

24. CFI 4. SCCSL Constitution

25. CFI 4. Shareholder's Agreement 2019

26. CFI 5. RE_ Minutes of the PBC June EGM

27. CFI 6. PBC - FTTH Project update - July 2025

28. Proxy form for Body Corporate Meetings

29. Information About Proxies

MOTION INFORMATION



MINUTES OF EXTRAORDINARY GENERAL MEETING for Sanctuary Cove Principal Body Corporate GTP 202

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 26 June 2025 at 9:00 AM

Meeting time: **09:00am – 12:19pm**

Chairperson: Mr Stuart Shakespeare

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 1702	Cassia GTP 1702	Mr Peter Cohen
Lot 1703	Washingtonia GTP 1703	Mr David Francis
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp
Lot 1769	Roystonia GTP 1769	Mrs Cheryl McBride
Lot 1790	Araucaria GTP 1790	Mrs Maxine Monroe
Lot 2207	Plumeria GTP 2207	Mr Nick Eisenhut
Lot 2504	Colvillia GTP 2504	Mr Robert Nolan
Lot 107045	Harpullia GTP 107045	Mr Paul Kernaghan
Lot 107106	Schotia Island GTP 107106	Mr Lee Uebergang
Lot 107128	Felicia GTP 107128	Mr Stuart Shakespeare (Dep @ 11:55am)
Lot 107209	Alpinia GTP 107209	Mrs Dianne Taylor
Lot 107278	Banksia Lakes GTP 107278	Mrs Andrea Luyckx
Lot 107353	Woodsia GTP 107353	Mr Peter Hay
Lot 107434	Zieria GTP 107434	Mr Hugh Martin
Lot 107406	Corymbia GTP 107406	Ms Suzi Ledger
Lot 107488	Darwinia GTP 107488	Mr Tony Curtis

The following members present by Voting Paper and In Person:

Lot 1702	Cassia GTP 1702	Owner present (pre-voted)
Lot 2207	Plumeria GTP 2207	Owner present (pre-voted)
Lot 107406	Corymbia GTP 107406	Owner present (pre-voted)
Lot 107488	Darwinia GTP 107488	Owner present (pre-voted)

The following members present by Voting Paper:

Lot 21	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 81	Mulpha Sanctuary Cove (Developments) Pty Ltd	Electronic vote
Lot 83	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 1701	Bauhinia GTP 1701	Electronic vote
Lot 107509	Alphitonia GTP 107509	Electronic vote
Lot 107399	Caladenia GTP 107399	Paper vote
Lot 107442	Molinia GTP 107442	Electronic vote
Lot 107456	Alyxia GTP 107456	Electronic vote

The following members were present by Proxy:

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

Present by Invitation:

Mrs Cassie McAuliffe – General Manager (CM)

Mrs Jodie Syrett – Manager of Body Corporate (Minute Taker JS)

Ms Shanyn Fox – Facilities Manager (SF)

Mrs Brogan Watling – In-House Counsel (BW)

Apologies:

Mr Michael Longes

Mr Neill Ford

Mr Stephen Anderson

Mr Mick McDonald

Mr Peter Hawley

Mr Tony McGinty

Mr Nabil Issa

Mr Peter Game

Mr Mark Winfield

The following members were not financial for the meeting:

A Quorum was present

Nil Conflict of Interest

The Meeting was recorded.

The Chairperson Stuart (SS) welcomed new Members Nominees Lee Uebergang from Schotia Island and Anthony Curtis from Darwinia to their first PBC EGM meeting.

Motions

1	Approval of Previous General Meeting Minutes - 29th May 2025 (Agenda Item 6.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

CARRIED

RESOLVED that the Minutes of the PBC Extraordinary General Meeting held on 29th May 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes	16
No	0
Abstain	8

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia			X	Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia			X
Araucaria	X			Plumeria			X
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island			X
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia			X
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)			X
Darwinia	X			MSCD Lot 81 (SA)			X
Felicia	X			MSCD Lot 83 (MM)			X

2 Approval of expenditure for the engagement of Wavetime Construction (Agenda Item 6.2)

Ordinary Resolution

Submitted by Chairperson

CARRIED

RESOLVED that the PBC EGM authorises the expenditure of \$5,610.00 (including GST) for the engagement of Wavetime Construction to undertake the proposed works as outlined, with funds to be allocated from the Sinking Fund - GL Code 22280.

Yes	23
No	0
Abstain	1

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia			X	MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

3	Approval of expenditure for the engagement of Oska Consulting Group (Agenda Item 6.3)	Ordinary Resolution
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Submitted by Chairperson

WITHDRAWN

RESOLVED that the PBC EGM authorises the expenditure of \$25,080.00 (including GST) for the engagement of Oska Consulting Group to undertake the proposed works as outlined, with funds to be allocated from the Administration fund – GL Code 12225.

Yes	0
No	0
Abstain	0

Furthermore, **RESOLVED** that the PBC EGM approves a reduction in the required number of quotes from two (2) to one (1), on the basis that the selected consultant is a preferred provider for development handover services.

NOTE: Withdrawn

ACTION: Facilities Manager to liaise with Mulpha regarding cost. If rejected, FM will source a comparable quote.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia			
Alphitonia				Justicia			
Alpinia				Livingstonia			
Alyxia				Molinia			
Araucaria				Plumeria			
Ardisia				Roystonia			
Banksia Lakes				Schotia Island			
Bauhinia				Tristania			
Caladenia				Washingtonia			
Cassia				Woodsia			
Colvillia				Zieria			
Corymbia				MSCD Lot 21 (SA)			
Darwinia				MSCD Lot 81 (SA)			
Felicia				MSCD Lot 83 (MM)			

4	Approval to pay Colin Biggers & Paisley Lawyers invoice (Agenda Item 6.4)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that approval is given by the PBC EGM to pay the outstanding amount on the invoice from Colin Biggers & Paisley Lawyers of \$1,235.50 (including GST) for the work completed on the Hydrovision dispute.

Yes	23
No	0
Abstain	1

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia			X	MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

5	Approval to pay Resilium invoice for changes to Infrastructure Insurance Policy (Agenda Item 6.5)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that the PBC accepts the changes to the PBC/PTBC Infrastructure Insurance Policy (Residential Strata), including the addition of the following items to the property section, bringing the total sum insured to \$140,311,265 for the period 22/05/2025 to 31/12/2025:

1. Bunker Pumps – 1348kg
2. Bunker Pumps – 1191kg
3. Cassia Pump 1 – 120kg
4. Cassia Pump 2 – 120kg
5. Cassia Pump 3 – 120kg
6. Bunker Pump Controller – 580kg
7. Cassia Controller – 323kg
8. Crane for Bunker, including attachments (handheld, non-motorised)

Yes	23
No	1
Abstain	0

The Machinery Breakdown limit remains at \$250,000.

The premium for these additions is \$635.00 (including GST), to be apportioned as follows:

- \$444.50 (including GST) to the PBC
- \$190.50 (including GST) to the PTBC

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia		X		MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

6	Approval of Solar Panels on Jabiru park toilet block (Agenda Item 6.6)	Ordinary Resolution
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Submitted by Chairperson

WITHDRAWN

RESOLVED that the PBC EGM approve the current installation of the solar panels installed on the Jabiru Park toilet block for the purpose to serve as a backup for extended power outages to service the radio network for security communication.

Yes	0
No	0
Abstain	0

NOTE: Withdrawn

ACTION: Another solution to be presented by Chairperson as a motion in the July EGM.

MN for Zieria to be advised.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia			
Alphitonia				Justicia			
Alpinia				Livingstonia			
Alyxia				Molinia			
Araucaria				Plumeria			
Ardisia				Roystonia			
Banksia Lakes				Schotia Island			
Bauhinia				Tristania			
Caladenia				Washingtonia			
Cassia				Woodsia			
Colvillia				Zieria			
Corymbia				MSCD Lot 21 (SA)			
Darwinia				MSCD Lot 81 (SA)			
Felicia				MSCD Lot 83 (MM)			

7	Approval of Planter box constructed on PBC Common Property (Agenda Item 6.7)	Ordinary Resolution
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Submitted by Owner MN for Darwinia

WITHDRAWN

RESOLVED that the PBC EGM retrospectively approve the planter box constructed on PBC common property during the development of 1932 Pinehurst Drive within Darwinia 107488, as detailed in Annexure "A", and that it be permitted to remain in its current location and condition.

Yes	0
No	0
Abstain	0

NOTE: Withdrawn

ACTION: Lot owner to be contacted by Chairperson and requested to present submission to the ARC for consideration.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia			
Alphitonia				Justicia			
Alpinia				Livingstonia			
Alyxia				Molinia			
Araucaria				Plumeria			
Ardisia				Roystonia			
Banksia Lakes				Schotia Island			
Bauhinia				Tristania			
Caladenia				Washingtonia			
Cassia				Woodsia			
Colvillia				Zieria			
Corymbia				MSCD Lot 21 (SA)			
Darwinia				MSCD Lot 81 (SA)			
Felicia				MSCD Lot 83 (MM)			

8	Approval of Administration and Facilities Management Agreements (Agenda Item 6.8)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that the PBC enter an administration agreement and a facilities management agreement with Sanctuary Cove Community Services Limited ACN 119 669 322 generally in accordance with the proposed agreements circulated with the notice of this general meeting, to commence on 1st November 2025 for a term of one year.

Yes	20
No	2
Abstain	2

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island		X	
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia			X	Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia		X		MSCD Lot 21 (SA)	X		
Darwinia			X	MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

9 Approval to Pay Grace Lawyers Invoice (Agenda Item 6.9)

Ordinary Resolution

Submitted by Chairperson

CARRIED

RESOLVED that the PBC approves payment of invoice 180796 to Grace Lawyers in the amount of \$3,000 with respect to the QCAT proceeding commenced against 4638 The Parkway for non-compliance with the DCBLs.

Yes	22
No	0
Abstain	2

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia			X	MSCD Lot 21 (SA)	X		
Darwinia			X	MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

7. Correspondence for Information:

CFI 4. Task Force FTTH:

- Concerns raised regarding the appointment process of the FTTH Task Force,
- When a resident is selected to lead a short term project for the PBC, they are entrusted to select their strategies and coopt suitably qualified and experienced residents to facilitate an anticipated outcome. They are expected to provide regular reports or updates to the PBC members.

/

CFI 17. Formal notice:

- Current chairperson's intention to resign Sept/Oct 2025. Request to seek reappointment as PBC nominee director of SCCSL. – **Cheryl McBride (CM)**
- **NOTE:** Chairperson, Stuart Shakespeare, left the room to facilitate openness and transparency for the following discussion
- Section 5.11 of the Shareholders' Agreement stipulates that a Nominated Director's tenure is contingent upon their status as a member of the Principal Body Corporate (PBC). Consequently, if an individual ceases to be a member of the PBC, they are no longer eligible to serve as a director or hold the position of Chairperson within the PBC.
- While the Shareholders' Agreement does not explicitly mandate that a director must serve as the Chairperson of the Principal Body Corporate (PBC), historical practice has typically seen the Chairperson assume the role of a Nominated Director.
- The Members' Nominees reached a majority consensus (informal) to renominate Stuart Shakespeare as the director when he is no longer the Chairperson on the PBC.
- To ensure continuity in leadership, it is proposed that the Shareholders' Agreement be amended to allow a director to fulfill their full two-year tenure, albeit they cease to be the Chairperson of the PBC. Hence the need to delete s5.11 of the Shareholders Agreement.
- **ACTIONS:**
 - 1. Following formal agreement from the SCCSL Board, at their 10/07/2025 meeting, the Shareholders Agreement will be distributed to all MNs
 - 2. The secretary will prepare a motion for the July EGM to amend the Shareholders agreement by deleting s5.11.
 - 3. The PBC representative will submit the same motion to the PTBC at their next meeting.
 - 4. The secretary will prepare a motion to support the re-appointment of Stuart Shakespeare as the PBC nominee director of SCCSL, Sept 2025 – Sept 2027.

8. Correspondence for Action:

CFA 1. Parkway Path request from Tristania MN:

- Requires a master plan and costing.
- A few years ago, it was costed and due to the expenditure, it was rejected.
- **Action:** Ask FM for the previous report and anticipated expenditure.

9. Business Arising:

9.1 Administration & Facilities Agreements – Cheryl McBride (CM):

- All RBCs have received a final copy of the drafts.
- A review by Chambers Russell lawyers with a few minor amendments recommended.
- Time frame around termination was reduced from 28 days to 14 days.
- Cassia MN (PC), representing his committee, proposed two specific additions:
 - 1. Restriction on SCCSL Engagements:** A clause to prevent Sanctuary Cove Community Services Limited (SCCSL) from initiating contact with body corporates outside the Sanctuary Cove Resort.
 - 2. Fair Treatment of Staff:** A clause affirming that management should recognise and commit to treating staff in a fair and appropriate manner.
- The recent involvement of directors who possess a deeper understanding of the organisation's operations signifies a positive shift in governance.

- Following the circulation of the final agreements, SCCSL could formalise its commitment to operate exclusively within the Sanctuary Cove Resort by signing a letter affirming it will not engage with businesses outside the resort.
- The Shareholders' Agreement for SCCSL explicitly confines the company's service provision to the Sanctuary Cove Resort. The management of personnel is covered by the protections provided by legislation – Fair Work & WH&S.
- **Action:** Seek agreement from SCCSL Board to sign and acknowledge the Shareholders agreement there will be no services offered outside Sanctuary Cove Resort.

9.2 Governance Review Update – Cheryl McBride (CM):

- Key actions achieved are:
 - Governance liaison group developed
 - Document process has been mapped
 - Where to include stakeholder engagement
 - Policies and procedures review underway
 - Continue documentation collection
 - Define the Terms of Reference and roles
 - Update policy around conflict of interest
 - Assessment of the mobile app

9.3 PBC Motions - July:

- Oska Consulting
- Solar Panels – Jabiru Toilet block
- Darwinia Planter Box
- Amendment of s5.11 Shareholders Agreement
- Nomination of Stuart Shakespeare as PBC Nominee Director of SCCSL 2025 -2027.

9.4 Sanctuary Greens Irrigation:

- Confirmation was provided re PBC responsibility of Sanctuary Greens' irrigation and maintenance of verge, commencing July/August 2025, in line with the budget.

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

MEETING CLOSED at 12:19 PM

Chairperson: Mr Stuart Shakespeare X.....

From: sjandos001@gmail.com
To: [Shanyn Fox](#); [Stuart Shakespeare](#)
Cc: [Cassie McAuliffe](#); [Accounts](#); [PTBC](#); [PBC](#)
Subject: RE: Colin Biggers Motion / Invoices
Date: Friday, 27 June 2025 11:23:46 AM
Attachments: [image001.png](#)

I am fine with it Shanyn.

Cheers

Steve

From: Shanyn Fox <Shanyn.Fox@scove.com.au>
Sent: Friday, 27 June 2025 8:39 AM
To: Stuart Shakespeare <stuart@shakespeares.info>; Stephen Anderson <sjandos001@gmail.com>
Cc: Cassie McAuliffe <Cassie.McAuliffe@scove.com.au>; Accounts <accounts@scove.com.au>; PTBC <ptbc@scove.com.au>; PBC <pbcc@scove.com.au>
Subject: Colin Biggers Motion / Invoices

Hi Stuart and Steve,

I've just gone to raise the final work orders for the amounts approved yesterday and noticed that the motion listed the figures inclusive of GST, when the amounts intended were actually exclusive of GST.

Given the invoices are dated 30 April and we advised CBP that, pending approval, payment would be made before the end of the financial year (30 June), are you comfortable with proceeding with the payments and me raising the supporting work orders now?

I'll coordinate with Jodie to rescind the recent motions and re-table the corrected amounts at the July/August meetings (next available).

For reference:

- PBC – Required approval: \$1,235.50 ex GST | Approved on 26/06/2025: \$1,123.18 ex GST
→ Difference: \$112.32 ex GST
- PTBC – Required approval: \$529.50 ex GST | Approved on 26/06/2025: \$481.36 ex GST
→ Difference: \$48.14 ex GST

Please let me know if you're happy for the accounts team and I to proceed.

Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct 07 5500 3302 | Shanyn.fox@scove.com.au
Main 07 5500 3333 | enquiries@scove.com.au
Mobile 0431 094 524
Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
Web oursanctuarycove.com.au

**SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD**

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Meeting Agenda Item: Re-Nomination of Stuart Shakespeare as PBC Nominee Director to SCCSL

Motion

That the Principal Body Corporate (PBC) resolves to:

1. Endorse the re-nomination of Mr Stuart Shakespeare as the PBC Nominee Director to the Board of Sanctuary Cove Community Services Ltd (SCCSL) for a further term of two years, commencing upon the expiry of his current term in September 2025; and
2. Provide formal notice to SCCSL of this nomination in accordance with the Shareholders Agreement, prior to the August 2025 deadline.

Rationale

s5.5 Shareholders Agreement between the PBC, PTBC, and SCCSL discloses the composition of the Board of the Company.

s5.5(a) states:

*2 Directors appointed by PBC, one of which may be, **however is not required to be the existing chairman of the PBC.***

Mr Stuart Shakespeare has served as the current Chairperson of the Principal Body Corporate (PBC) and as the PBC Nominee Director on the Board of Sanctuary Cove Community Services Ltd (SCCSL). His current term as Director is due to expire in September 2025, with a nomination deadline set for August 2025.

Mr Shakespeare has expressed his willingness to continue serving as Director for an additional two-year term. His ongoing leadership and insights are seen as vital to maintaining the stability and momentum achieved during a challenging period in SCCSL's governance, which included:

- The resignation of the former CEO;
- The recruitment and appointment of a new General Manager;
- The departure of an experienced Independent Director;
- The resignation of a highly experienced PTBC Nominee Director.

Stuart's professional background, including previous board-level experience in private enterprise and extensive knowledge as a members nominee, member of the Architectural Review Committee, and PBC Chair, equips him well to navigate the operational and strategic responsibilities of a Director.

Although Stuart will no longer be eligible to serve as Chairperson of the PBC following a change to his residential precinct, he will continue to reside within Sanctuary Cove and remains eligible to serve as a Director under the Shareholders Agreement. His continued presence on the SCCSL Board will provide much-needed continuity and stewardship during this period of reform and improvement.

This motion seeks the support of PBC Members Nominees to ensure an orderly transition and retention of valuable corporate knowledge on the SCCSL Board.

Motion: Amendment to Clause 5.11 of the SCCSL Shareholders Agreement

That the Principal Body Corporate (PBC) resolves to:

1. **Formally notify Sanctuary Cove Community Services Ltd (SCCSL) and the Primary Thoroughfare Body Corporate (PTBC) of its intention to amend Clause 5.11 of the current Shareholders Agreement between SCCSL, the PBC, and the PTBC;**
 2. **Seek the agreement of the PTBC to the amendment of Clause 5.11, to be replaced by:**

“Notwithstanding anything to the contrary in this Agreement, the Parties agree that a Director nominated by each Shareholder who also holds the position of Chairman of the respective Shareholder will cease being a Director of the Company when they cease holding the position of Chairman of the respective Shareholder unless that Shareholder provides the Company with a general meeting resolution authorising the person to hold office as a Director beyond their term as Chairman.”
 3. **Request that SCCSL initiate a formal variation to the Shareholders Agreement to reflect this change.**
-

Rationale

Clause 5.11 of the current SCCSL Shareholders Agreement states:

“The parties agree that a Director nominated by each Shareholder who also holds the position of Chairman of the respective Shareholder is entitled to hold office as a Director of the Company only for so long as they remain Chairman of the Shareholder notwithstanding anything to the contrary in this agreement.”

This clause has the effect of prematurely terminating the term of a Director nominated by the PBC should that Director no longer serve as Chairperson—even where they remain otherwise eligible and committed to fulfilling their duties.

This limitation presents several governance risks and operational challenges, including:

- **Loss of continuity and corporate knowledge** on the SCCSL Board, particularly if a Director is performing well and contributing meaningfully but is replaced simply due to changes in internal PBC elections;
- **Reduced flexibility and autonomy for the PBC** to appoint the most suitable representative based on merit, skills, experience, and availability;
- **Potentially higher turnover of Directors**, especially where the role of Chairperson is re-contested annually, which undermines long-term planning and strategic oversight within SCCSL;
- **Risk of losing Sanctuary Cove residency representation**, where a capable and engaged PBC nominee is rendered ineligible solely due to a minor change in their place of residence within the Resort.

Clause 5.11 is no longer fit for purpose and Directors should serve for a fixed two-year term unless otherwise removed by their nominating body or disqualified under relevant laws or governance standards.

Amending the Shareholders Agreement to remove Clause 5.11 will enhance governance stability, strengthen the quality of board oversight, and ensure the PBC's ability to nominate representatives aligned with its strategic priorities and the interests of Sanctuary Cove residents.



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Tree Assessment

Brief Description of Works: Preliminary Tree Management Plan/Assessment

Location: PBC

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$12,140.00

GL Code: Grounds and Gardens – Tree Management- 12422

Priority Level: ☐ High ☒ Medium ☐ Low

Proposed Scope and Deliverables:

The proposed scope is structured into three main categories:

- Area Profile – A summary of the site, including general occupancy types, usage, and any known issues.
- Tree Profile – Key metrics outlining the composition and characteristics of the urban forest within the site.
- Indicative Risk Profile – An overview of potential risk levels based on site conditions and tree characteristics, including commentary on suggested management approaches.

Please note, the inspection will be general in nature and will not involve an assessment of individual trees. Instead, it will provide broad guidance on areas presenting higher risk, based on typical occupancy patterns and generalised tree attributes.

Reason for Works:

In line with recommendation 8.1 from the Tree Management Report presented to the PBC EGM – May 2025, Management has sourced quotes to from qualified arborists to identify high-risk zones and storm-prone areas within the resort. The purpose of this is to obtain expert recommendations regarding inspections, ongoing maintenance, and appropriate future actions.

Risks or Impacts:

The PBC is taking proactive steps to manage tree-related risks across the site. Undertaking this assessment supports early identification of potential issues and ensures the PBC is guided by qualified advice when planning future maintenance and management activities.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Civica	\$12,140.00	Recommended Contractor
Urban Forest Concepts	\$9,840.00	

Recommended Contractor:

While Civica's quote is higher than that of Urban Forest Concepts, the level of detail proposed in their report supports the recommendation to proceed with their services.

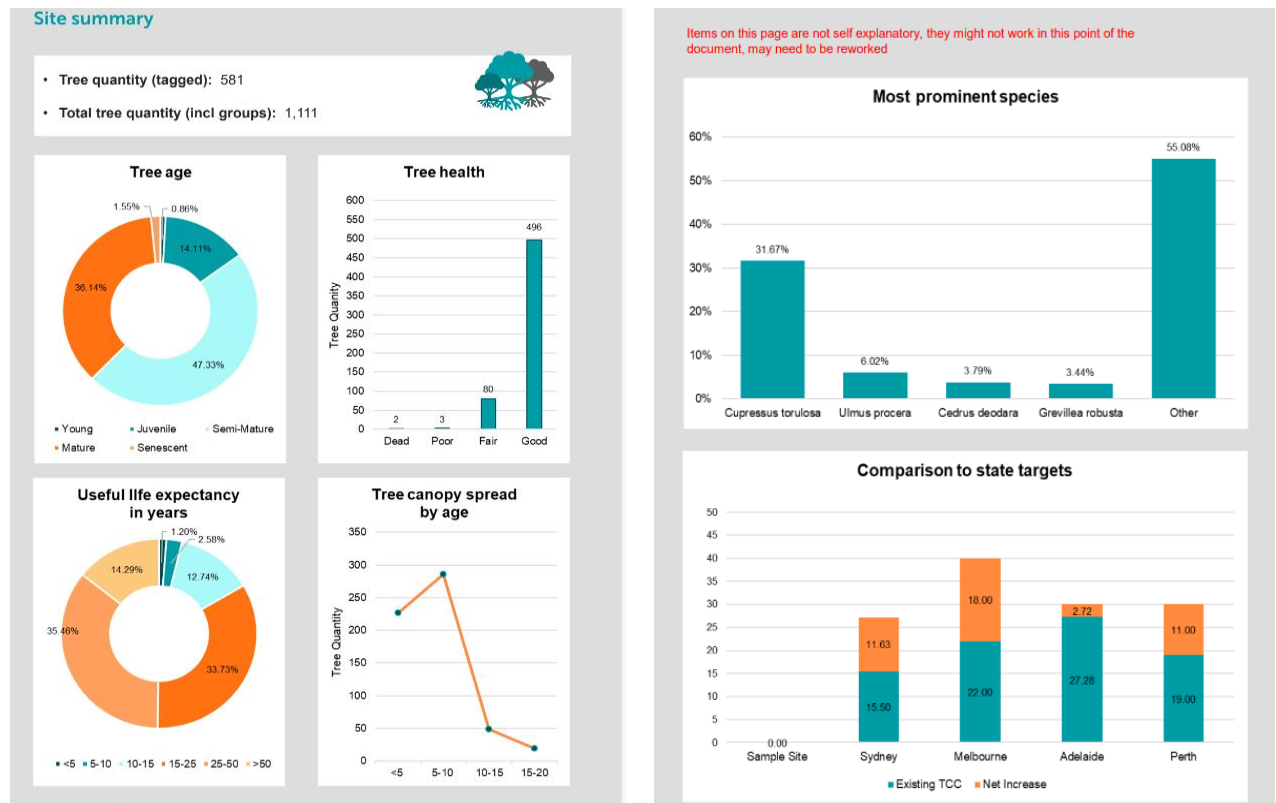


AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Their assessment will include visual imagery highlighting risk zones, supported by detailed data for each area, covering occupancy and type, tree species, estimated age, condition, and any observed pests or diseases. Summary metrics will also be presented in a dashboard-style format (as illustrated below) for both individual zones and the overall site. When paired with the corresponding site map, this will provide a clear and accessible format to support informed decision-making. In addition, supplementary information will be provided covering species selection, tree planting guidance, mulching requirements, tree protection planning, and general Arboricultural practices.



Attachments:

1. Q009102 – Civica
2. Urban Forest Concepts – Proposal Ref SAN09b
3. Civica – Proposed scope and Output

Submitted By: Shany Fox

Date: 02/07/2025



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Pathway Repair

Brief Description of Works: Concrete path repair at park next to 2116 the circle

Location: PBC

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$4,540.00 ex GST

GL Code: Roads- 12784

Priority Level: ☐ High ☒ Medium ☐ Low

Proposed Scope and Deliverables:

Quote to supply traffic barricades as necessary; cut and remove approx. 4.5sq, concrete where path has broken and lifted; cut and remove tree roots as necessary; excavate and prep soil as necessary; drill and place galvanised dowels into existing concrete; supply and place SL72 steel re-enforcing mesh and able-flex; supply, place and finish 32mpa coloured concrete to blend with existing concrete (broom finish); remove all waste. Barricades will remain in place for seven (7) days following completion.

Reason for Works:

The reason for the proposed works is due to significant lifting and displacement of the existing concrete pathway. This uneven surface poses a trip hazard to pedestrians and appears to have been caused by underlying tree root intrusion. Rectification is required to ensure safe and level access, and to address the root issue contributing to the damage.

Risks or Impacts:

If the works are not completed, the uneven pathway will continue to pose a serious trip hazard, increasing the risk of injury and potential liability. Ongoing root intrusion may also worsen the damage, leading to higher future repair costs.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Smartstone Group	\$5,429.00	
DGM Paving	\$4,540.00	<i>The contractor is recommended based on demonstrated cost savings</i>

Attachments:

1. Quote Smartstone Group- Concrete path repair at park next to 2116 the circle
2. Quote DGM Paving- #Q5325

Submitted By: Shanyn Fox

Date: 07/07/2025



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Sanctuary Park Stormwater Investigation

Brief Description of Works: Excavation to determine the extent of the failure of the RCP stormwater line and allow a scope of works for remediation to be prepared.

Location: Turret Park, Schotia Island.

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved \$7,946.19 ex GST

GL Code: 224961 – Stormwater Line

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works:

Carry out machine excavation around the failed reinforced concrete pipe (RCP) stormwater pipe to allow for inspection and assessment, facilitating the development of a detailed remediation scope.

Due to the excavation depth, a shoring box is required to mitigate the risk of trench collapse and to ensure worker safety. The initial hire period for the shoring box is three (3) weeks. Should the investigation, remediation planning, and approvals extend beyond this timeframe, additional hire costs will apply at a rate of \$394.91 (ex. GST) per week.

In anticipation of extended timeframes for planning and approvals, an additional six (6) weeks of shoring box hire has been included in the total quoted amount. If further time is required, a separate work order will be raised in accordance with relevant purchasing and approval policies.

Please note, the total quoted amount excludes the cost of shoring box removal, which is listed separately under 'Project Qualifications'. A separate work order for this component will also be raised as appropriate, in line with the relevant policies and approvals process.

Reason for Works:

To investigate the significant subsidence in the area and assess the potential failure at the joint of the RCP stormwater line. This investigation aims to determine the underlying causes of ground movement, evaluate the structural integrity of the pipeline, and identify any damage or displacement at the joint that could compromise the performance of the stormwater system. Findings from this investigation will inform the necessary scope of remedial works to ensure the long-term stability and functionality of the infrastructure.

Risks or Impacts:

Risk of water pollution and contamination, soil loss that could destabilise the surrounding ground or nearby structures, and degradation of the harbour's natural habitat. Additionally, failure to address the issue may result in higher financial expenses when undertaking the works.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Smartstone Group	\$5,576.73	Allowance of an additional six (6) weeks shoring box hire @ \$2,369.46 ex GST.



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Additional Notes:

Only one quote was sourced for these works, as the recommended contractor possesses specialised knowledge of Sanctuary Cove's infrastructure requirements and has a proven track record in delivering both investigative and remedial works to a high standard. Engaging a contractor already familiar with site conditions significantly reduces risk, ensures continuity, and avoids potential delays or cost overruns associated with onboarding a new provider. Given the urgency and complexity of the works, and the contractor's capability to undertake both the investigation and any required repairs or replacements, the PBC supports a reduction in the required number of quotes from two (2) to one (1) in this instance.

Attachments:

1. Smartstone Group – Quotation

Submitted By: Peter Gannon / Shanyyn Fox

Date: 10/07/2025



SANCTUARY GREENS IRRIGATION – CONSULTANCY WORKS

DISTRIBUTION:	ATTACHMENTS:	DATE:
<p>MOTION That the PBC EGM approves the expenditure of \$34,265.00 (inc. GST), plus a 10% contingency of \$3,426.50 (inc. GST), for the engagement of Pinion Advisory to cover costs associated with the Irrigation Design Development and Documentation.</p> <p>Funds to be expensed to the PBC Sinking Fund GL Code – Irrigation Control 222601.</p> <p>Further, that due to the specialised nature of the works and the importance of engaging a consultant with prior knowledge of the irrigation system at Sanctuary Cove, the PBC EGM approves the reduction in the number of quotes required, from two (2) to one (1).</p>		

Objective

To design and install a fully integrated irrigation system within the PBC secondary thoroughfare verge areas of Sanctuary Greens, specifically along Zieria, Molinia, Darwinia, and Corymbia. The system will support improved landscape maintenance, water efficiency, and long-term sustainability across the estate's verge areas.



Background

Under the Stage 2 building requirements, lot owners were previously instructed to install irrigation systems extending to the kerb of the secondary thoroughfare. These systems, which use potable water, were installed independently by each lot owner. Please note: This requirement for the installation of individual irrigation systems in these areas has now ceased.

Consequently, the Principal Body Corporate (PBC) received requests to install irrigation systems connected to the existing recycled water mainline infrastructure along these verges.

Following detailed discussions between the PBC Executive Committee and Management, the following considerations were agreed upon:



SANCTUARY GREENS IRRIGATION – CONSULTANCY WORKS

- The PBC will undertake the installation of new irrigation systems in Sanctuary Greens.
- Existing irrigation systems installed by lot owners will be identified (where possible) and isolated at the property boundary by the appointed contractor.
- Any lot-owner irrigation infrastructure within the secondary thoroughfare that is damaged during works will either be removed or left in place where practicable; no reimbursement will be provided to lot owners for affected infrastructure.
- Requests from lot owners seeking water usage relief will be evaluated individually.
- Management will assist the PBC EC in preparing and distributing formal communications to affected owners in Corymbia, Molinia, Zieria, and Darwinia.
- Due to uncertainties regarding the number of affected properties and the extent of existing infrastructure—which can only be fully assessed once works commence—a contingency allowance exceeding the standard 10% may be necessary.
- Tenderers will be required to submit a fixed schedule of rates per household or lot to help manage potential cost variations.

To ensure successful delivery of the irrigation system along the secondary thoroughfare verges, a suitably qualified Irrigation Design Consultant is required. Given the technical complexity, specialist expertise is essential to guarantee the system is accurately designed, integrated with existing infrastructure, and capable of efficient, long-term performance.

Scope of works

The scope involves the full design development for the installation of a new irrigation system to the PBC secondary thoroughfare verge within Sanctuary Greens.

This includes:

- Preliminary Investigations: Desktop review of existing documentation, investigation of available services (e.g. water, power, NBN, gas), system flow and pressure assessment, and coordination with SCBC representatives.
- Preliminary Design (50%): Preparation of AutoCAD base drawings, concept design layouts showing proposed infrastructure (sprinklers, mainlines, cable routes), and preliminary technical specifications.
- Detailed Design (90%): Refinement of the design based on feedback, including full stationing, sizing, and installation details. Final technical specifications are also prepared.
- Tender Documentation (IFT): Finalisation of all design documents, including irrigation layout, installation details, specifications, and a bill of quantities, ready for tender release.



SANCTUARY GREENS IRRIGATION – CONSULTANCY WORKS

Pricing- All amounts are exclusive of GST.

Task	Costs
Preliminary Works / Discoveries	\$4,950
Preliminary Detail Design (50%) for Approval	\$9,600
Detail Design (90%) for Approval	\$11,200
Detail Design- Issued for Approval	\$5,400
Total	\$31,150

Note: The approved project budget allocated from the Sinking Fund GL code Irrigation Control (222601) is \$200,000, which ensures appropriate funding coverage for this component of the works.

Attachments

1. Pinion Advisory – Fee Proposal



Queensland Revenue Office
ABN 90 856 020 239
Phone 1300 300 734
Email landtax@treasury.qld.gov.au
Web www.qld.gov.au/landtax

RECEIVED
30 APR 2025

BY: _____

113QRO1112DL01/E-4073/S-5018/I-10035/ 041
Sanctuary Cove Principal Body Corporate
Marine Village
6 Masthead Way
HOPE ISLAND QLD 4212

Assessment details

The attached land tax summary provides details on how your assessment is calculated. Further information (for example, about exemptions and taxable value) is available at www.qld.gov.au/landtax

Please read the 'Your obligations and entitlements' section of this notice.

Assessment comments

N/A

Simon McKee

Commissioner of State Revenue

Preferred payment method

See over for more payment options including payments by credit card or instalments.



Bill code: 625178

Ref: 400013497492

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*Registered to BPAY Pty Ltd ABN 69 079 137 518

Land tax

Assessment notice 2024–25

for land owned as at midnight 30 June 2024

Issued under the *Land Tax Act 2010* and *Taxation Administration Act 2001*

Issue date 22 April 2025

Payment reference 400013497492

Client number 1144292

Amount payable \$72,997.20

(for this assessment)

Due date 21 July 2025

If you pay late, it will cost
you more.

Pay online now!

Your land tax pays for roads, hospitals
and other government services right
here in Queensland.

Due date 21 July 2025

Payment reference 400013497492

Amount payable \$72,997.20

(for this assessment)

Late or non-payment

Unpaid tax interest applies if the amount payable is not received in full by the payment due date. It is calculated daily at the prescribed rate (currently 12.36% per annum and adjusted each year on 1 July) on any unpaid land tax liability.

Interest will continue to accrue each Sunday until payment of the total amount owing is received in full.

If you believe you have unpaid land tax liabilities for previous financial years, please contact us on 1300 300 734.

Your obligations and entitlements

This assessment has been determined based on the information available to the Commissioner at the time of assessment.

You must tell us within 30 days of the assessment notice date of issue of any:

- further exemption entitlements (by submitting the relevant forms for consideration)
- discrepancies in your Queensland landholdings
- changes to your eligibility for any exemptions or sub-divider discount that are indicated in this notice
- change to your postal address. Did you know you can update your contact details online anytime?

Go to www.qld.gov.au/coa

If any information in this assessment is incorrect or needs to be amended, we will issue a reassessment notice.

We conduct reviews of this information. Failure to update or correct your records may result in the reassessment of your liability, including the application of interest and or penalties. For more information, read public rulings TAA060.1 — *Remission of unpaid tax interest*, and TAA060.2—*Penalty tax*, available at www.qld.gov.au/qro

Valuations

Land values are provided by the Valuer-General under the *Land Valuation Act 2010*, and are used to calculate your taxable value. Only the Valuer-General can amend these values. The Queensland Revenue Office cannot consider an objection/variation to your assessment if you believe these values are excessive.

Your rights

If you are dissatisfied with this assessment, you may lodge an objection. This objection must:

- be in writing
- state the grounds for the objection
- include copies of any relevant material
- be lodged within 60 days after the assessment notice is given.

For more information on the objection process, see 'Land tax reassessments, objections and appeals' at www.qld.gov.au/landtax

Payment options (See 'Paying land tax' at www.qld.gov.au/landtax)



Bill code: 625178 Reference: 400013497492

Telephone and Internet Banking—BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings or transaction account. More info: www.bpay.com.au *Registered to BPAY Pty Ltd ABN 69 079 137 518



Bill code: 625178 Reference: 400013497492

Pay by VISA or MasterCard

(for amounts between \$10 and \$50,000)
Call 1300 803 545 or go to 'Paying land tax' at qro.qld.gov.au/about-qro/pay
Note: A surcharge applies on each payment made through BPOINT. Refer to qro.qld.gov.au/about-qro/pay.



Extended payment option (EPO) via direct debit

First you must register for an EPO within 35 days of the issue date of this notice. We will debit three payments from your account. Go to 'Paying land tax' at www.qld.gov.au/landtax

Debit 1: \$24,332.40
on 6 June 2025

Debit 2: \$24,332.40
on 21 July 2025

Debit 3: \$24,332.40
on 19 September 2025

If paying by cheque, please cut off this payment slip and return it with your payment to: Queensland Revenue Office, GPO Box 2476 Brisbane QLD 4001.



Your 2024–25 land tax summary

2024–25 assessment	\$72,997.20
Reassessment—N/A	\$0.00
Total assessed liability	\$72,997.20
Payments received/Refund	\$0.00
Unpaid tax interest (UTI)	\$0.00
Penalty tax	\$0.00
Total amount due	\$72,997.20

How your land tax was calculated

Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .89 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2024-25	2023-24	2022-23						
LAND OWNED SOLELY BY Sanctuary Cove Principal Body Corporate											
BAY HILL TCE HOPE ISLAND	40838078	1/GTP/2504	\$320,000	\$245,000	\$245,000	\$269,997		\$269,997.00			\$269,997.00
		3/GTP/2504									
		105/GTP/2213									
		66/GTP/107062									
		76/GTP/107062									
SANTA BARBARA RD HOPE ISLAND	40838110	88/SP/279800	\$5,200,000	\$4,000,000	\$4,000,000	\$4,415,320		\$4,415,320.00			\$4,415,320.00
		85/GTP/107422									
		84/SP/241919									
		84/GTP/107422									
		83/GTP/107422									
		82/GTP/1703									
		82/GTP/107411									
		81/GTP/1703									
		80/GTP/1703									
		79/GTP/1703									
		77/GTP/1703									
		75/GTP/1702									
		74/GTP/1702									
		73/GTP/107071									

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Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .89 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2024-25	2023-24	2022-23						
		7/GTP/107406 69/GTP/2207 59/GTP/107045 58/GTP/107066 57/GTP/107449 57/GTP/107045 17/SP/194050 15/GTP/107472 143/GTP/100633 9/RP/209423 56/GTP/107045 55/GTP/107352 51/GTP/107504 50/SP/167623 5/SP/149351 48/GTP/107364 48/GTP/107128 47/GTP/1790 46/GTP/1790 45/GTP/1790 44/GTP/1790 42/GTP/107445 9/RP/211817 39/GTP/107227 36/GTP/107322 9/RP/211820 35/GTP/107322 93/GTP/1701 94/GTP/1701 94/GTP/3967 94/SP/330081 56/GTP/107449									



Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .89 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2024-25	2023-24	2022-23						
		9/RP/209424									
		14/GTP/107472									
		99/GTP/107413									
		18/GTP/107510									
		98/GTP/107413									
		19/GTP/107254									
		20/GTP/107053									
		97/GTP/107496									
		20/GTP/107456									
		20/GTP/107509									
		20/SP/301201									
		95/GTP/1701									
		21/GTP/107456									
		21/SP/216533									
		21/SP/301201									
		22/GTP/107217									
		22/GTP/107436									
		22/GTP/107456									
		22/SP/301201									
		23/GTP/107488									
		23/SP/301201									
		24/GTP/107488									
		27/GTP/107434									
		134/GTP/107040									
		123/GTP/4162									
		122/GTP/107405									
		121/SP/162779									
		121/GTP/107511									
		120/GTP/107511									
		120/GTP/107106									
		12/GTP/107353									
		119/GTP/107511									

Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (if blank - State wide averaging factor of .89 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2024-25	2023-24	2022-23						
CASEYS RD HOPE ISLAND THE ADDRESS HOPE ISLAND	40877300 41250937	119/GTP/107106									
		118/GTP/3866									
		118/GTP/107106									
		117/GTP/107106									
		116/GTP/107106									
		115/GTP/107106									
		114/GTP/107106									
		100/GTP/107413									
		10/SP/206408									
		1/SP/149351									
		31/GTP/107442									
		3/SP/162776									
		35/GTP/107278	\$38,500	\$30,000	\$30,000	\$32,833		\$32,833.00			\$32,833.00
		40/GTP/107297	\$175,000	\$135,000	\$135,000	\$148,330		\$148,330.00			\$148,330.00
		35/GTP/107360									
		34/GTP/107360									
		33/GTP/107399									
		32/GTP/107399									
		21/GTP/107432									
		20/GTP/107432									
		18/SP/238392									
		17/SP/236112									



Exemption codes

- D Subdivider discount applied
- A Aged-care facilities
- B Build to Rent Concession
- C COVID-19 Land tax relief
- E Other exemption
- H Residential home (no form required)
- M Moveable dwelling park
- P Primary production
- R Residential home
- S Supported accommodation
- T Transitional home

Total taxable value	\$4,866,480.00
Tax rate ***	\$33,750 + 1.50c for each \$1 more than \$2,250,000
Total assessed liability	\$72,997.20

* These values are provided by the Valuer-General (www.qld.gov.au/landvaluations) under the *Land Valuation Act 2010* and are required to be used to calculate your taxable value. They may only be amended by the Valuer-General. Therefore the Queensland Revenue Office cannot consider an objection/variation to your assessment on the basis of these values being excessive.

*** Different rates apply to foreign companies and trustees of foreign trusts. To find out more about tax rates, including determining your status and obligations visit our website (www.qld.gov.au/landtax).



PBC - VILLAGE GATE WORKS

DISTRIBUTION: PBC EGM	ATTACHMENTS: 2	DATE: July 2025
<p>MOTION That the PBC approves the temporary closure of a portion of Lot 93 The Parkway (Secondary Thoroughfare) for an estimated period of eight (8) weeks (weather permitting) to allow Mulpha Development to undertake works, including the demolition of existing gate and structures, road realignment, and replacement of paving and kerbing.</p> <p>MOTION That the PBC agrees to expend \$28,380.00 Inc GST, plus a 10% contingency in the amount of \$2,838.00 Inc GST for the engagement of JRS Electrical for the costs associated with the Electrical Works including the decommissioning and installation of new switchboards. Funds are to be expensed to Sinking Fund – 224340 Security System & 222601 Irrigation Control (50% / 50%)</p> <p>And further approves the reduction in the required number of quotes from two (2) to one (1), noting that the nominated contractor is also engaged by Mulpha Developments to undertake the electrical component of the works. To ensure continuity and coordination across the project, only one quote has been sourced.</p> <p>MOTION That the PBC agrees to expend \$3,063.50 Inc GST for the engagement of Secure Access Systems for the costs associated with the decommissioning and removal of the Security equipment and relocation and reconnection of the Fibre. Funds are to be expensed to Sinking Fund – 224340 Security System.</p> <p>MOTION That the PBC agrees to expend \$16,959.25 Inc GST plus a 10% contingency in the amount of \$1,695.95 Inc GST for the engagement of Smartstone for the costs associated with replacing the final 170m2 of paving (<i>Stage 4</i>) <i>previously approved January 27th, 2022</i>. Funds are to be expensed to Sinking Fund – Roads 223191</p> <p>MOTION That the PBC agrees to expend \$6,619.25 Inc GST plus a 10% contingency in the amount of \$661.92 Inc GST for the engagement of Smartstone for the costs associated with replacing the final 50 l/m of Kerb (Year 1 works) <i>previously approved September 26th, 2019</i>. Funds are to be expensed to Sinking Fund – Kerb 22320</p> <p>And further approves the reduction in the required number of quotes for paving and kerbing works from two (2) to one (1), to ensure continuity of installation and materials (<i>as previously tendered and approved by the PBC</i>)</p>		

Objective

To complete kerbing, paving, and electrical/security infrastructure works along The Parkway, aligned with the Village Gates upgrade project.

Background

As previously noted at the PBC EGM held on 31 October 2024, Mulpha Developments planned to remove and construct new Village Gates. With construction of the new gates now complete, the second phase is set to commence. This phase includes the decommissioning and removal of the existing Village Gates and wall structures, road realignment, paving and kerbing extending to the pedestrian crossing in front of Lot 4602, and installation of new security walls.



PBC - VILLAGE GATE WORKS

Currently, PBC infrastructure, including irrigation systems, CCTV, and lighting, is located on or near these gate structures, with associated switchboards mounted on the adjoining walls. As the gates are decommissioned and the walls demolished, the switchboards must be relocated and installed as free-standing units within the newly created easement

Additionally, the PBC had previously completed paving and kerbing along this section of roadway; however, works were paused near Lot 4606 in anticipation of the Village Gates project. The remaining section now requires completion between the earlier PBC works and the new roadway infrastructure currently being delivered by Mulpha.

Scope of works

Please note: Management will ensure that details of the proposed works, including any impacts, are clearly communicated to residents in advance.

Electrical

Remove the existing switchboard and relocate it within the newly created easement between Lots 17 and 18, in accordance with the plans. Works will include the installation of new conduits and pits where required and will be delivered in two stages: civil works followed by electrical installation.

New sub mains will be installed to the relocated switchboard, and coordination with the energy provider will be required for disconnection and reconnection of services.

Please note: Once the disconnection occurs, both the irrigation system and the CCTV camera located at the corner of “Hole in the Wall” and The Parkway will be temporarily offline. As this camera currently faces the exit lane—which will be closed during the works—it is not expected to be required during this time. Upon reopening of the area, the camera will be reinstated and reoriented to monitor the carpark and golf access point “Hole in the Wall”.

Security Access

Decommission and remove all existing security equipment from the Village Gate area in preparation for demolition. Relocate the fibre connection from the existing CCTV cabinet to a new cabinet positioned adjacent to the new switchboard cabinet. Reinstall the network switch into the new cabinet and restore the communications link.

Paving/Kerbing

Replace approximately 170m² of existing paving with new concrete pavers and install 50 linear metres of new kerb blocks.



Figure 1 – Highlighted location of remaining paving and kerbing



PBC - VILLAGE GATE WORKS

Pricing (all amounts are exclusive of GST)

Budget

GL Code	2024/2025 Approved Project Spend	Actual
Roads	\$50,000.00	\$15,414.50
Kerb	\$30,000.00	\$6,017.50
Irrigation	-	\$12,900.00
Security System	-	\$15,685.00
Total	\$80,000.00	\$50,017.00

The remaining approved project spends from the Sinking Fund GL codes - Roads (223191) and Kerb (22320) will be reallocated to the Irrigation Control (222601) and Security System (224340) to accommodate the associated project expenditure. This reallocation ensures appropriate funding coverage for the electrical and security system works required as part of the works.

Actual

Item	Qty	Sub Total	Less materials paid	Total Cost
Paving	170 m2	\$22,100	\$6,682.50	\$15,417.50
Kerbing	50 l/m	\$13,000	\$6,982.50	\$6,017.50

Item	Total Cost
JR Electrical	\$25,800.00
Security Access Systems	\$2,785.00

Attachments

1. Smartstone Quote - email
2. JR Electrical Quote - QU-0186
3. Secure Access Systems Quote – 3362



SLUICE VALVE REPLACEMENT – EDGECLIFF DRIVE

DISTRIBUTION: PBC	ATTACHMENTS: 2	DATE: July 2025
<p>MOTION That the PBC EGM approves the expenditure of \$9,966.44 (Inc. GST), plus a 10% contingency of \$996.64 (Inc. GST), to engage K & J Civil Contractors for the replacement of a non-functioning sluice valve. Funds are to be allocated from the Sinking Fund – GL Code 22506 (Water Point).</p> <p>And further approves reducing the required number of quotes from two (2) to one (1), due to the specialised nature of the works and the need for specific equipment essential to complete the task.</p> <p>MOTION The PBC EGM agrees to expend \$2,275.00 Inc GST, plus a 10% contingency in the amount of \$227.50 to engage Bex Vac & Civil for costs to carry out vacuum excavation. Funds are to be expensed from Sinking Fund – GL Code 22506 (Water Point).</p>		

Objective

To replace the non-functioning sluice valve using a live insertion method, allowing installation without interrupting the water supply to the impacted properties.

Background

Valves within the water reticulation network naturally deteriorate over time due to wear, corrosion, and operational fatigue. When valves fail, the risk of uncontrolled leaks increases, and the ability to isolate sections of the network is compromised. This not only limits essential maintenance but also heightens the potential for more significant system failures.

In this instance, sluice valve ID 20191022124107, located on Edgecliff Drive, has failed and is no longer capable of isolating the water supply. Installed in November 2006, this valve is essential for isolating services to the Alpinia Body Corporate, as well as parts of the Corymbia and Tristania Body Corporates. Its replacement is therefore a priority to ensure ongoing operational resilience and enable future maintenance works.

To minimise disruption to residents, the valve will be replaced using a live insertion method. This specialised technique allows the new valve to be installed without shutting down the water supply to surrounding properties, ensuring continuity of service while essential works are undertaken.

Scope of works

- Removal and replacement of the failed sluice valve using a live insertion method, *minimising disruption to residents*.
- Vacuum excavation to safely expose the pipeline while protecting surrounding infrastructure.
- Disposal of spoil, subject to additional dump fees as per contractor terms.

Pricing – all pricing is noted as excluding GST

Contractor	Quote	Comments
Bex Vac & Civil	\$2,025.00	Disposal of soil will incur an additional charge of \$225.00 per hour, which is to be covered from the project contingency allowance.
K & J Civil Contractors	\$9,060.40	Only one quote sourced.

Attachments

1. Bex Vac & Civil- Quotation QU 0007
2. K & J Civil Contractors – Quotation QU 0401



SILKY OAK TREE REMOVAL – THE PARKWAY

DISTRIBUTION: PBC	ATTACHMENTS: 5	DATE: July 2025
<p>MOTION that the PBC EGM approves the expenditure of \$91,795.00 (Inc. GST), plus a 10% contingency of \$9,179.50 (Inc. GST), to engage Kings Landscaping for removal and replacement of Silky Oak trees located on The Parkway. Funds are to be allocated from the Sinking Fund – GL Code 22280 (Landscape).</p> <p>MOTION that the PBC EGM approves the expenditure of \$5,119.68 (Inc. GST), plus a 10% contingency of \$511.96 (Inc. GST), to engage Plant Management for the turf reinstatement, and associated finishing works on The Parkway. Funds are to be allocated from the Sinking Fund – GL Code 22280 (Landscape).</p>		

Objective

To remove 22 Grevillea Robusta (Silky Oak) trees located along the PBC secondary thoroughfare, opposite houses 4827 to 4848 The Parkway. The removal aims to reduce safety hazards and ongoing maintenance issues and damage to the adjacent infrastructure including lot owner property. They will be replaced with Hoop Pines to ensure consistency with previous streetscape works completed along this section in 2019.

Background

The proposed works form part of a broader initiative to improve the streetscape and reduce long-term maintenance impacts along The Parkway.

This stage follows earlier works completed on the Felicia side in 2019, where Silky Oaks were replaced with Hoop Pines. Those trees are now well-established and have contributed to a more consistent and manageable streetscape.

In developing the current scope, it was agreed, following discussions with the arborist, the Cassia Committee, and affected residents—that not all Silky Oaks in the area would be removed. Instead, the trees located within Berkshire and Cassia parks will be retained. This approach helps reduce overall project costs, preserve the mature canopy, and retain the visual appeal of the Silky Oaks when in flower. It also ensures that any debris remains confined to park areas, minimising impact on infrastructure and private property.

A detailed survey was also conducted to identify the location of all existing infrastructure within the proposed works area. This included the mapping of underground services. The purpose of the survey was to ensure that no new trees would be planted in positions that could pose a future risk to infrastructure through root intrusion, or restricted access for maintenance.

As part of the process, a consultation session was held with members of the Cassia Committee and residents from properties directly impacted by the proposed works. Feedback was considered, ensuring concerns were addressed and the final approach balanced infrastructure protection with resident preferences and expectations.

Scope of works

- Remove 22 x Silky Oaks from the PBC verges from 4827 through to 4848.
- Replace with 19x 200L Hoop Pines.
- Removal of tree pits/gardens.



SILKY OAK TREE REMOVAL – THE PARKWAY

- Define tree pits and apply mulch.
- Undertake turf rectification in affected areas.

Pricing

Removal and Replacement	Price Ex GST	Price Inc GST
Kings Landscapes	\$83,450.00	\$91,795.00
JC Trees	\$86,900.00	\$95,590.00
Treelink <i>*(Refer to notation below)</i>	\$74,440.00	\$75,204.80
Reinstatement Works		
Plant Management - Turf	\$3,731.75	\$4,104.93
Plant Management - Tree Base Works	\$922.50	\$1,014.75
Total	\$88,104.25	\$96,914.68

*Please note: Tree link's quotation does not include waste disposal fees within their fixed price. These fees are estimated at \$6,072 (ex. GST) and have been incorporated into the comparison to provide a more accurate representation of total costs.

Additionally, Treelink has allowed for three (3) days of vacuum excavation, which is one day less than the allowances provided by the other two contractors. If additional days are required, this will incur an additional cost (per day) of \$5,460.

Treelink has also specified in their Site-Specific Assumptions that:

"It is assumed the new tree holes will be located where the existing trees are, allowing the vac truck to perform the majority of the excavation work."

While some new plantings may be reinstated in the original locations, others will be positioned nearby or in new locations. This is likely to impact the fixed price and may result in a variation.

Recommendation

Based on the above considerations, it is recommended to proceed with Kings Landscapes to undertake the tree removal and replacement works.

Kings has submitted the most complete and competitive proposal, with their pricing representing a more accurate reflection of the total project cost when compared to the other submissions. Importantly, Kings owns and operates their own vacuum excavation equipment, which provides greater flexibility to manage unforeseen excavation requirements. This reduces the risk of variations to scope and cost, unlike the proposal submitted by Treelink, where additional excavation days would incur significant additional fees.

Given the complexity of the site and the likelihood of some trees being repositioned, Kings Landscapes presents the most practical and cost-effective solution for delivery of the works.

Plant Management will complete the turf reinstatement, and associated finishing works once tree removal and planting are finalised.



SILKY OAK TREE REMOVAL – THE PARKWAY

Attachments

1. Kings Landscapes – Q2025350
2. JC Trees – JC9068
3. PMC – Turf- QU2753
4. PMC – Tree Base works- QU2754
5. Treelink – 33069

Claim for Monies Owed

Distribution: PBC EGM	Attachments: 5	20250710
Motion: That the PBC EGM considers the correspondence received from the owner of Lot 33, Plumeria (7391 Marine Drive East), requesting reimbursement of \$350.00 (including GST) for costs incurred for the attendance of the owner's plumber to clear a stormwater pipe blockage.		

Reimbursement for PBC Consideration

The PBC is asked to consider the \$350.00 (including GST) reimbursement request from the owner of Lot 33, Plumeria, for plumbing services related to addressing a stormwater pipe obstruction. While the presence of roots originating from the PBC-managed verge has been confirmed and remedial works undertaken, maintenance and responsibility for stormwater discharge from the property to the legal point of discharge typically rest with the lot owner.

Approval of the reimbursement should be considered, noting that authorising payment may be interpreted as an admission of liability, potentially exposing the PBC to future claims beyond the immediate external obstruction. Although internal damage has not been verified, reimbursement should only be granted if the Committee is satisfied that doing so will not compromise the PBC's legal position.

Details

On 27 June 2025, the owner of Lot 33, Plumeria, located at 7391 Marine Drive East, requested reimbursement from the PBC for charges occurred from his plumber. The request is due to the lot's stormwater pipe being compromised by roots from a PBC large tree.

The resident has raised the following points for consideration:

1. The owner contacted his plumber due to experiencing drainage issues.
2. On 5 June 2025 the owner sent an enquiry to the body corporate:
We have an issue with the tree on our footpath. The roots have completely blocked the storm water pipe. This has caused the drains to back up and gutters overflowed into the house. There is damage to the sealing which now needs to be replaced. I have had a drainage expert who tried to clean out the pipes, but the tree roots have caused too much damage. Could you please let me know when you can send your people to access the damage and repair the drains.
3. The owner was asked by Shanyyn Fox the Facilities Services Manager (FSM) to send through any plumbing reports etc regarding the stormwater blockage so they could be passed onto the body corporate plumber to investigate.
4. On 11 June 2025 the tax invoice from the owner's plumber Koenig Plumbing and Leak Detection was received. The invoice noted

Right-hand side of house

- Found drain blocked with grass roots for the first 2m
- Cleared with jetter and camera, confirming drain now has flow
- Advise replacing this with first 3m from gutter towards house with correct fall.

Claim for Monies Owed

Left hand side of house

- Found drain completely compromised by large tree in common area
- Used penetrating axe head to cut hole through roots and gain some flow
- Cleared as much as possible
- Advise installing new pipe 5m to the right and running new drain to mainline around tree
- Unable to CCTV past the tree roots

SCCSL has provided the following response:

1. The PBC plumber attended Lot 33 Plumeria at 7391 Marine Drive East. The inspection confirmed the property has two stormwater pipes discharging to the street.
 - The left-hand side stormwater pipe was identified as obstructed, in line with Koenig report.
 - Root intrusion appeared to have originated from the neighbouring Melaleuca tree.
 - The plumber advised that an external contractor would be required due to the need for specialised jetter equipment.
2. Caretech Plumbing was engaged on behalf of the PBC to undertake further investigation and clearance. CCTV inspection revealed:
 - The right-hand side stormwater pipe was clear on the PBC side but showed root intrusion originating from within the lot boundary.
 - The left-hand side stormwater pipe contained tree roots located on the PBC side of the boundary.

Caretech Plumbing proceeded to clear the left-hand side pipe and removed the tree roots on the PBC side.

3. On the 17th June 2025 the Lot Owner requested whether an assessor would attend to inspect potential internal damage.
 - The FSM requested the Lot Owner provide photos of any internal damage for review and noted that, depending on the extent of the damage, the Lot Owner may wish to contact their insurer.
 - It was reiterated to the Lot Owner that stormwater management from the property to the legal point of discharge is generally the Lot Owner's responsibility.
 - The Lot Owner advised they were liaising with their insurer and had a meeting scheduled with them for 26 June 2025.
4. As at the date of these notes, no additional information has been submitted by the Lot Owner.

Supporting Documentation

1. Claim for Monies Owed Form 23 for \$350.00
2. FW_ Website Enquiry - Mark Kelly
3. Koenig Plumbing and Leak Detection Invoice
4. Caretech Plumbing Photos and Details

SECONDARY THOROUGHFARE BY-LAWS

The by-laws are arranged as follows:

1.	PRELIMINARY	1
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3.	MODIFICATION OF THE TRAFFIC REGULATIONS 1962.....	1
4.	ADDITIONAL BY-LAWS	2
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6.	WATER SUPPLY	3

1. PRELIMINARY

These by-laws may be cited as ‘The Secondary Thoroughfare By-laws’.

2. ADOPTION OF THE TRAFFIC REGULATIONS 1962

- 2.1 Subject to the modifications provided herein, the *Traffic Regulations 1962*, shall be read with and as forming part of these by-laws.
- 2.2 In these by-laws, ‘*Traffic Regulations 1962*’ means the regulations published pursuant to the *Traffic Act 1949* in the Gazettes specified in Schedule 2 hereof.
- 2.3 The *Traffic Regulations 1962* as so modified shall be by-laws in force on the secondary thoroughfares.

3. MODIFICATION OF THE TRAFFIC REGULATIONS 1962

- 3.1 For the purposes of these by-laws, references to the *Traffic Regulations 1962* shall be read as follows:
 - (a) references to ‘*Commissioner*’, ‘*District Superintendent*’, ‘*Superintendent*’ and ‘*Commissioner of Main Roads*’ shall be read as references to ‘*Sanctuary Cove Principal Body Corporate*’, provided that where such references occur in or with reference to the Schedule to Part 13 of the *Traffic Regulations 1962*, those terms shall be read as having the meanings which they bear therein;
 - (b) references to the ‘*Manual of Uniform Traffic Devices*’ shall be read as references to Schedule 1 hereto; and
 - (c) references to ‘*Official Traffic Signs*’ shall be read as references to signs in accordance with Schedule 1 hereto.
- 3.2 The following provisions of the *Traffic Regulations 1962* shall not be read with and shall not form part of these by-laws:

3, 4(1)(b), 16(2), 16(3), 58, 59, 90B(5), 90B(6), 90C, 92A, 92B, 92C, 103-120, 127-142, 144B, and 161-184.
- 3.3 The following provisions of the *Traffic Regulations 1962* shall be read with and as forming part of these by-laws as though amended in the following manner:

Regulation	Amendment
-------------------	------------------

Regulation	Amendment
4(1)(e)	Add the following definitions ‘Road’ means any road upon the secondary thoroughfare; ‘Principal Body Corporate’ means the Sanctuary Cove Principal Body Corporate established pursuant to the <i>Sanctuary Cove Resort Act 1985</i> (as amended); and ‘Secondary Thoroughfare’ means secondary thoroughfare as defined in the <i>Sanctuary Cove Resort Act 1985</i> (as amended).
13(1)	In lieu of <i>‘the public’</i> insert <i>‘road users’</i> .
149 & 149A	In lieu of <i>‘lawful authority’</i> insert <i>‘the authority of the Principal Body Corporate’</i> .

4. ADDITIONAL BY-LAWS

A person shall not, at any time, drive a vehicle upon any road on the secondary thoroughfare unless at that time such person is lawfully entitled to drive that vehicle on a public road:

- (a) every person who lawfully occupies any land within a residential zone in the site is entitled to use the roads on the secondary thoroughfare;
- (b) save as aforesaid, no other person shall drive on or otherwise use the roads except with the permission of the Principal Body Corporate;
- (c) the said permission of the Principal Body Corporate shall not be unreasonably refused if it is requested by a lawful owner or occupier of land within a Residential Zone as defined in the *Sanctuary Cove Resort Act 1985* (Qld);
- (d) the Principal Body Corporate may erect, maintain and cause to be operated gatehouses for the purposes of regulating or prohibiting with these by-laws and the Act;
- (e) the Principal Body Corporate may delegate to the operators of any such gatehouse or to any other person the function of deciding whether to grant such permission. Any such delegation shall not limit the power of the Principal Body Corporate to grant such permission. The Principal Body Corporate may revoke such delegation at any time;
- (f) any person who has the permission of the Principal Body Corporate or its delegate to drive on or otherwise use the roads is entitled to do so to the extent of such permission;
- (g) any such permission may be limited in time, in the parts of the *Secondary Thoroughfare* which are roads or otherwise used, in the manner in which such driving or use may take place and in any other manner whatsoever;
 - (i) a vehicle of a service provider to a lawful owner or occupier of land within a Residential Zone may stand on any a part of the *Secondary Thoroughfare* between the hours of 7am – 5pm Monday – Friday, and 8am – 1pm on a Saturday (excluding public holidays);
 - (ii) unless approved otherwise by the Principal Body Corporate, a lawful owner or occupier of land within a Residential Zone must not park a vehicle or allow a vehicle to stand on any part of the *Secondary Thoroughfare* unless:
 - (1) The vehicle belongs to an invitee and is parked on a part of the *Secondary Thoroughfare* that has been clearly marked as a visitor car park; and
 - (2) The vehicles of the invitee must not be parked overnight from 6pm to 6am.
- (h) the Principal Body Corporate may revoke any such permission granted by it or its delegate at any time and such delegate may revoke any such permission granted by the Principal Body Corporate or such delegate at any time, provided that where such permission is given pursuant to the request of an owner or occupier of land within the site, the Principal Body Corporate or delegate shall not unreasonably revoke such permission; and

Deleted: n

Deleted: the site

Deleted: which may be driven on

- (i) for the purposes of the control, management, administration, use and enjoyment of those parts of the secondary thoroughfares that are inundated by water, the provisions of the *Queensland Marine Act 1985* (as amended) and its regulations shall apply to those parts of the secondary thoroughfare.

5. DOGS AND SIMILAR HOUSEHOLD PETS

- 5.1 Dogs and similar household pets, when on the Secondary Thoroughfare, must be kept on a leash held by a person capable of controlling the pet.
- 5.2 The Principal Body Corporate may, at its discretion, establish a designated off-leash area within the Secondary Thoroughfare.
- 5.3 Dogs and similar household pets using a designated off-leash area within the Secondary Thoroughfare must abide by the conditions of use of that area as notified by the Principal Body Corporate.
- 5.4 Dogs and similar household pets, must not be on the Secondary Thoroughfare if the Principal Body Corporate reasonably determines that a pet is an annoyance to people within and adjacent to the Secondary Thoroughfare and the nature of this annoyance is communicated to the person who is in control of, or who owns, the pet.
- 5.5 A person controlling a dog or similar household pet on the Secondary Thoroughfare will be held liable for any unreasonable disturbance, damage to any person or any property caused by that pet.
- 5.6 By-law 5 does not make lawful having animal on the Secondary Thoroughfare which would otherwise be unlawful under any applicable by-law of the City of the Gold Coast or a law of the state government.

6. DAMAGE AND IMPROVEMENTS

- 6.1 A person must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, the Secondary Thoroughfare except with the consent in writing of the Principal Body Corporate.
- 6.2 A person must not make an improvement to the Secondary Thoroughfare except with the consent in writing of the Principal Body Corporate.
- 6.3 Where an improvement is authorised by the Principal Body Corporate in accordance with the above by law 6.2, the person authorised to make the improvement will be responsible for the maintenance of the improvement and ensuring it is kept in a state of good a serviceable repair.

7. OFFENCES

A person who contravenes or fails to comply with any provision of these by-laws commits an offence against the by-laws and is liable as provided for in the Act.

8. WATER SUPPLY

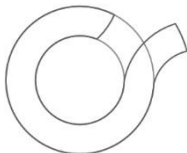
8.1 Water Supply:

- (a) The Principal Body Corporate shall be empowered to enter into an Agreement with the Primary Thoroughfare Body Corporate which, inter alia, for the purpose of this by-law makes provision for a supply of water to the Principal Body Corporate to, inter alia, allow water to be supplied for use by the Principal Body Corporate on the Secondary Thoroughfare. The agreement may contain all terms and conditions reasonably required by the Principal Body Corporate and The Primary Thoroughfare body corporate providing the same are lawful in terms of the Act and relevant by-laws. Without limiting the generality of the foregoing the Principal Body Corporate is empowered to expend money to pay the Primary Thoroughfare Body Corporate for:
 - (i) the water supplied to the Secondary Thoroughfare at the same rate per kilolitre as is charged to the Primary Thoroughfare Body Corporate for water supplied to it; and
 - (ii) other costs properly and reasonably incurred in respect of or arising out of or in connection with the said water supply and the administration of the Agreement.
- (b) The Principal Body Corporate shall, in conjunction with the agreement referred to in by-law 6.1(a) be authorised to grant to the Local Authority and/or the Primary Thoroughfare Body Corporate the right (by their servants, agents, employees and/or contractors) to access the Secondary thoroughfare for the purpose of:
 - (i) reading and/or inspecting the water meters, water pipes, reticulation systems and/or plant on the Secondary Thoroughfare and lots or parcels or land within the residential zones; and
 - (ii) maintaining and keeping (at the cost and expense of the Principal Body Corporate) in a state of good serviceable repair the water meters and mains, machinery, pumps, generators, reticulation systems and plant (eg taps) on the Secondary Thoroughfare (in default of the Principal Body Corporate doing so).

Services Agreement

For connection to the Sanctuary Cove Fibre to the Home Network

Sanctuary Cove Principal Body Corporate
Mulpha Sanctuary Cove Harbour One Pty Ltd



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Details

Date _____ 2025

Parties Sanctuary Cove Principal Body Corporate

PO Box 15, Sanctuary Cove, Queensland 4212

psc@sccove.com.au

(“PBC”)

Mulpha Sanctuary Cove Harbour One Pty Ltd

PO Box 199, Sanctuary Cove, Queensland 4212

Accounts.mnw@mulphanorwest.com.au

(“Network User”)

(together, “parties”)

Background

- A. The PBC is a body corporate established pursuant to the *Sanctuary Cove Resort Act 1985*.
- B. The PBC owns and maintains the fibre to the home infrastructure installed in the Primary Thoroughfare and Secondary Thoroughfare of Sanctuary Cove Resort (**‘the Network’**).
- C. The Network User wishes to access, connect to and use the Network for the benefit of the Property.
- D. The parties have agreed that the PBC will permit the connection to and use of the Network by the Network User, on the terms and conditions contained in this Agreement.

Agreed terms

1 Definitions and interpretation

Interpretation

- 1.1 In this document, unless the context otherwise requires:
- (a) terms defined by use of parenthesis and inverted commas have the meaning so given to them;
 - (b) the singular includes the plural and vice versa;
 - (c) a gender includes other genders;
 - (d) a reference to a document, includes any amendment, replacement or novation of it;
 - (e) all references to dollars, \$, cost, value and price are to Australian currency;

- (f) a reference to a party includes a reference to their executors, administrators, successors or permitted assigns or substitutes;
- (g) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (h) any reference to legislation includes any amending or replacing legislation;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder
- (j) headings are for reference only and do not affect interpretation;
- (k) any undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting;
- (m) examples and use of the word 'including' and similar expressions do not limit what else may be included;
- (n) anything includes any part of it and a reference to a group of things or persons includes each thing or person in that group; and
- (o) a reference to this document includes any schedules and annexures.

Definitions

1.2 In this document, unless the context otherwise requires:

<i>Commencement Date</i>	means _____
<i>Connection Point</i>	means the demarcation point between the Network Infrastructure and the Network User's Private Connection Works, being: <ul style="list-style-type: none"> • a connection box or pit within the Property; or • where no such pit or box exists, the point the Network cable crosses the Property boundary.
<i>Network Infrastructure</i>	means all fibre, cables, conduits, pits, nodes, splitters and other associated equipment connected to and forming part of the Network.
<i>Network</i>	means the underground fibre network owned by the PBC and installed in the Primary Thoroughfare and Secondary Thoroughfare of Sanctuary Cove Resort for the purpose of enabling the provision of Services.
<i>Primary Thoroughfare</i>	has the same meaning as in the <i>Sanctuary Cove Resort Act 1985</i> (Qld).
<i>Private Connection Works</i>	means all fibre cabling, ducts and other equipment installed by or on behalf of the Network User from the Connection Point to the Property.
<i>Property</i>	means the new development to be known as Harbour One Residences consisting of 45 lots, being Lot 31 on SP33774.
<i>Sanctuary Cove Resort</i>	means the land comprised of the site and the adjacent site developed under the <i>Sanctuary Cove Resort Act 1985</i> (Qld).

Secondary Thoroughfare	has the same meaning as in the <i>Sanctuary Cove Resort Act 1985</i> (Qld).
Services	means telecommunications and other services capable of being delivered via the Network, which may include internet, telephone, television, fire detection and home security services.

2 Term of this Agreement

- 2.1 This Agreement shall commence on the Commencement Date and will continue until it is terminated in accordance with clause 8.

3 Right to Use the Network

- 3.1 The PBC grants the Network User a right to access and use the Network for the sole purpose of facilitating access to Services by the Property, for the duration of this Agreement.
- 3.2 The PBC reserves the right to adopt and enforce technical requirements, standards and policies (including as regards service suspension or termination) to ensure the safe, secure and effective operation of the Network, which shall be communicated in writing to the Network User, according to the timeframes outlined in Schedule B.
- 3.3 The Network User acknowledges that:
- (a) the Network is owned and maintained by the PBC;
 - (b) this Agreement does not confer upon the Network User any interest or exclusive right over the Network or the Network Infrastructure; and
 - (c) the use of the Network for the benefit of the Property is subject to the terms and conditions outlined in this Agreement, and any technical requirements, standards and policies communicated by the PBC to the Network User, from time to time in accordance with Schedule B.

4 Network User Responsibilities

- 4.1 The Network User will be responsible, at its cost, for:
- (a) engaging qualified and licensed contractors to design and carry out all Private Connection Works to facilitate connection to the Network by the Property;
 - (b) ensuring that all Private Connection Works are undertaken in accordance with all directions and requirements communicated to it by the PBC, whether or not they form part of this Agreement;
 - (c) obtaining all necessary approvals and complying with relevant codes, including Australian Standards, safety regulations and local laws relating to the Private Connection Works; and
 - (d) ensuring that their Private Connection Works:
 - (i) do not cause any damage to or interference with the effective operation Network; and
 - (ii) in no way compromise the performance, security or integrity of the Network.
- 4.2 The Network User must ensure that all Private Connection Works are maintained at their own cost, in good condition and good working order.
- 4.3 The Network User acknowledges and agrees that:

- (a) if at any time their Private Connection Works cause disruption to the Network, the PBC may direct the Network User to disconnect the Property from the Network until any required repairs and/or upgrades have been undertaken to their Private Connection Works; and
 - (b) any costs reasonably incurred by the PBC associated with the connection of the Property to the Network (including, however not limited to, due to misuse, interference or damage to the Network) will be payable by the Network User pursuant to clause 4.
- 4.4 The Network User must comply with any request by the PBC to provide information relating in any way to the connection of the Property to the Network.

5 Fees, Charges and Contributions

- 5.1 In consideration of the rights granted to the Network User under this Agreement, the Network User will be responsible for payment to the PBC on the terms set out in this clause 5 and "Schedule A" to this Agreement.
- 5.2 All amounts payable by the Network User:
 - (a) will be invoiced directly to the Network User;
 - (b) must be paid by the Network User in accordance with the payment methods outlined on the invoice; and
 - (c) will be due for payment by the Network User within 30 days of the invoice being issued to the Network User (or a longer period stated on the invoice) ('**the Payment Terms**').
- 5.3 All amounts charged by the PBC to the Network User will reflect, as far as possible, the costs incurred (or reasonably forecast to be incurred) by the PBC in connection with the provision of the Network.
- 5.4 The Network User acknowledges and agrees that a failure to comply with the Payment Terms in respect of any amounts due to the PBC under this Agreement may result in the PBC suspending access/connection to the Network by the Property (in addition to any other rights the PBC has under this Agreement), in accordance with any relevant policy communicated to the Network User from time to time, in accordance with Schedule B.

6 Upgrades and Network Expansion

- 6.1 The PBC may, at its discretion, undertake upgrades or expansions to the Network to ensure its continued functionality, compliance and/or performance improvements.
- 6.2 The Network User agrees to contribute to the cost of such upgrades pursuant to clause 5.
- 6.3 The PBC shall endeavour to provide the Network User with reasonable written notice before commencing any non-urgent works to the Network which may interrupt the usual operation of the Network.

7 Risk, Liability and Indemnity

- 7.1 To the fullest extent permitted by law, the Network User acknowledges and agrees that:
 - (a) they use the Network at their own risk; and
 - (b) the PBC will not be liable (whether in contract, tort, equity or otherwise) for any loss, damage, cost, liability or expense suffered or incurred by the Network User arising out of or in connection with:
 - (i) any act or omission of the PBC (including where such act or omission constitutes negligence, gross negligence and/or wilful misconduct); or
 - (ii) the performance or availability (or otherwise) of Services which may be provided via the Network; or

- (iii) consequential loss, including business interruption, loss of data, or lost opportunity; or
- (iv) interruption to the operation of the Network due to maintenance, upgrades, or any other reason.

- 7.2 The Network User indemnifies the PBC against all claims, losses or damage caused by any acts or omissions of the Network User and/or its agents, representatives, contractors and appointees, including (however not limited to) any failure to maintain their Private Connection Works, a breach of this Agreement and/or unauthorised interference with the Network Infrastructure.
- 7.3 Connectivity to the Network is supplied pursuant to this Agreement, on an 'as is' basis. The PBC does not provide any guarantees regarding the Network's continuous availability and/or service, suitability or capacity to provide Services for the benefit of the Network User and/or the Property.
- 7.4 The Network User acknowledges and agrees that the PBC does not owe any duty of care to the Network User in relation to the operation, performance or maintenance of the Network.

8 Termination

- 8.1 Either party may terminate this Agreement at any time by giving the other no less than one (1) months' written notice.
- 8.2 The PBC may also immediately suspend a Network User's access to the Network and/or terminate this Agreement, if the Network User:
- (a) fails to pay any amount due in accordance with the Payment Terms communicated on the invoice;
 - (b) causes any damage to or interference with the Network Infrastructure or the operation of the Network;
 - (c) breaches any obligation of the Network User under this Agreement; and
 - (d) causes any risk to infrastructure, safety or compliance.
- 8.3 Termination of this Agreement does not relieve the Network User of their obligation to pay any fees, charges and/or contributions that have accrued while the Agreement was effective, irrespective of whether those fees, charges and/or contributions have been invoiced to the Network User prior to termination.
- 8.4 Upon the Network User terminating this Agreement, the PBC reserves its right to issue a final invoice to the Network User for all fees, charges and contributions payable by the Network User, with any annual fees to be calculated on a pro-rata basis.
- 8.5 If this Agreement is terminated by the Network User, and the Network User later seeks to reconnect or re-access the Network, the PBC reserves its right to require:
- (a) full payment of any previously unpaid fees, charges and/or contributions; and
 - (b) entry into a new Agreement, on such updated terms and conditions as the PBC so determines.

9 Assignment

- 9.1 No party may assign their rights and obligations under this Agreement without the prior written consent of the other party.
- 9.2 The PBC reserves the right to require any person or entity to be assigned the Network User's interest in this Agreement to instead enter into a new Agreement on terms and conditions satisfactory to the PBC.

10 Dispute Resolution

Dispute Notice

- 10.1 A party to this contract claiming that a dispute has arisen from the Agreement (**'the Dispute'**) must give written notice to the other party specifying the nature of the Dispute, and the relief sought (a **'Dispute Notice'**).

Negotiation

- 10.2 Upon service of a Dispute Notice, the parties (by their respective authorised representatives) must confer, in good faith, to resolve the Dispute.
- 10.3 Such negotiations must commence within ten (10) business days of receipt of the Dispute Notice, and continue for a period of not less than ten (10) business days (**'Negotiation Period'**).

Mediation

- 10.4 If the dispute remains unresolved at the expiry of the Negotiation Period, either party may, by written notice to the other party, refer the Dispute to mediation (**'Mediation Notice'**) by a Nationally Accredited Mediator:
- (a) agreed by the parties; or
 - (b) failing such agreement within ten (10) business days of the Mediation Notice, appointed by the President of the Queensland Law Society,
- on the terms of the Standard Mediation Agreement approved by the Queensland Law Society.
- 10.5 Each party may be legally represented at the mediation, however, shall be responsible for its own costs of participating in mediation (whether legally represented or not).
- 10.6 The costs of the mediator shall be borne equally by the parties.

Arbitration

- 10.7 If the Dispute remains unresolved following the mediation, either party may, by written notice to the other party, submit the Dispute to arbitration (**'Arbitration Notice'**).
- 10.8 The arbitration shall be conducted:
- (a) in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations; and
 - (b) by a single arbitrator agreed by the parties or, failing such agreement within ten (10) business days of the Arbitration Notice, appointed by the President of the Queensland Law Society – provided however that any arbitrator so appointed shall not be the same person as any mediator previously appointed with respect to the subject Dispute.
- 10.9 The decision of the arbitrator:
- (a) shall be final and binding; and
 - (b) may include an award as to costs.

Restrictions on Proceedings

- 10.10 Subject to clause 10.11, neither party may commence any court or tribunal proceedings in respect of a Dispute unless:
- (a) the processes set out in this clause 10 have been followed and exhausted; and
 - (b) the other party has failed to comply with an arbitral decision or award made under this clause 10.
- 10.11 Nothing in this clause shall prevent a party from commencing legal proceedings:
- (a) for urgent interlocutory or injunctive relief; or
 - (b) to recover a debt or unpaid monetary sum that is not reasonably in dispute.

Confidentiality

- 10.12 All communications, documents, negotiations and information exchanged in connection with the procedures under this clause are confidential and must not be disclosed to any third party (except legal or financial advisers) or used in evidence in any subsequent legal proceeding, except as required by law or to enforce a final arbitral award.

11 Miscellaneous

Variation

- 11.1 A variation of this document must be in writing and signed by or on behalf of each party to it.

Renegotiation

- 11.2 The PBC may, at any time and in its sole discretion, give written notice to the Network User that it requires the Network User to enter into a revised or replacement agreement governing the Network User's continued use or, and access to, the Network.
- 11.3 The Network User must, within twenty (20) business days of receiving such a notice, negotiate in good faith with the PBC with a view to agreeing and executing a new agreement on terms satisfactory to the PBC.
- 11.4 Until such a new agreement is entered, this Agreement will continue to apply, unless otherwise terminated in accordance with clause 8.
- 11.5 Nothing in this clause is intended to limit or affect the parties' rights under this Agreement to terminate or amend the Agreement.

Waiver

- 11.6 A provision of or a right created under this Agreement may not be:
- (a) waived except in writing executed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.
- 11.7 The waiver by any party of a breach of a provision of this Agreement shall not be deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.
- 11.8 Any waiver of a breach of this Agreement shall be in writing signed by the party granting the waiver and shall be effective only to the extent specifically set out in that waiver.

Governing law and jurisdiction

- 11.9 This Agreement is governed by and construed in accordance with the law for the time being in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that place.

Severability

- 11.10 A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

Notices

- 11.11 A notice, approval, consent or other communication in connection with this Agreement must be writing.
- 11.12 All notices and other communications between the parties may be sent by:
- (a) post or hand delivery to the party at the address shown in this Agreement; or
 - (b) email to the relevant party's email address shown in this Agreement,
- or to such other address or person as either party may specify from time to time by notice in writing to the other.

- 11.13 All such notices or communications will be deemed to have been duly given or made:
- (a) if by mail, five (5) business days after being deposited in the mail with postage prepaid;
 - (b) if delivered by hand, at the time of delivery; and
 - (c) if sent by email, notices will be treated as given when the email has been received by the receiver's server (provided that no notice is received that the email was undeliverable).

Counterparts

- 11.14 This Agreement may be executed electronically and in any number of counterparts. All counterparts together make one instrument.

Confidentiality

- 11.15 The parties must not disclose or publish the contents or effect of this document except to the extent compelled by law or required to put effect to its obligations, or exercise its rights arising under this document.

Execution

Executed as an Agreement:

by the Sanctuary Cove Principal Body Corporate in accordance with the *Sanctuary Cove Resort Act 1985*, in any way authorised by law:

.....
Authorised signatory

.....
Print Full Name

.....
Date

.....
Authorised signatory

.....
Print Full Name

.....
Date

by Mulpha Sanctuary Cove Harbour One Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

.....
Secretary/Director

.....
Print Full Name

.....
Date

.....
Director

.....
Print Full Name

.....
Date

1 Schedule A

1.1 The amounts payable by the Network User under this Agreement are outlined as follows:

<i>Fee, Charge or Contribution</i>		<i>Amount</i>
(a)	Connection Fee	An initial fee payable upon entry into this Agreement, which shall reflect the costs (whether administrative, technical or otherwise) incurred by the PBC for the initial connection of the Property to the Network, as determined by the PBC.
		[\$NIL] inclusive of GST
(b)	Access Fee	An annual fee is payable by the Network User which shall reflect the Network User's share of the actual costs incurred (or forecast to be incurred) by the PBC for that year associated with the routine maintenance, monitoring and administration of the Network.
		\$10,651.39 inclusive of GST for the first year, reviewed annually

1.2 In addition to those amounts payable pursuant to clause 1.1 of this Schedule A, the PBC may require the Network User to pay:

- (a) the Network User's share of the cost of capital works, major repairs and/or technological upgrades which the PBC has determined are required to the Network, which will be payable by the Network User on written notice by the PBC, provided that:
 - (i) the amount payable by the Network User shall reflect the Network User's share of the actual costs incurred (or reasonably forecast to be incurred) by the PBC for any such works; and
 - (ii) an invoice is given by the PBC to the Network User providing no less than 30 days for payment of same; and
- (b) any costs reasonably incurred by the PBC which are directly associated with the use of the Network by the Property (which shall include, however will not be limited to, costs incurred due to misuse, interference or damage to the Network, whether as a result of the Private Connection Works or otherwise).

1.3 In determining the Network User's share of costs payable pursuant to clauses 1.1(b) and 1.2(a) of this Schedule A, the PBC will adopt a reasonable and fair basis for the apportionment of such costs, and in doing so shall have regard to such factors as the PBC considers reasonably appropriate in the circumstances.

1.4 An invoice issued by the PBC for costs payable by the Network User pursuant to clauses 1.1(b) or 1.2(a) shall include an explanation of the basis upon which the Network User's apportionment of such costs has been calculated/determined by the PBC.

1.5 All amounts detailed herein may vary from time to time depending on actual and forecast costs to the PBC associated with the Network. The PBC may at any time issue a notice to the Network User giving notice that the amounts payable under the Agreement have been revised.

GST

1.6 An expression used or defined in the GST Act that appears in this clause shall have the same meaning as applies in the GST Act.

1.7 If a GST applies to any supply made under or in connection with this Agreement, the supplier may, in addition to any amount expressed as payable elsewhere in this Agreement, recover from the recipient an additional amount of account of GST, such additional amount

to be calculated by multiplying the amount payable by the recipient for the supply by the prevailing GST rate.

- 1.8 Any additional amount on account of GST recoverable from the recipient under this clause must be calculated without any deduction or set-off of any other amount and is payable by the recipient upon demand by the supplier.
- 1.9 The supplier agrees to give the recipient a valid tax invoice in exchange for the payment. Despite any contrary provision in this Agreement, any party owed a reimbursement by the other may only calculate the value of the reimbursement net of the input tax credits which the party to be reimbursed is entitled to.

2 Schedule B

- 2.1 The PBC may adopt and enforce technical requirements, standards and policies (including as regards service suspension or termination) (**'Policies'**) to ensure the safe, secure and effective operation of the Network.
- 2.2 Those Policies will be communicated by the PBC to the Network User, in writing, as follows:

<i>Notice of Policy</i>	<i>Timing for Communication to Network User</i>
(a) All Policies in force upon entry into this Agreement by the parties.	Within seven (7) days of the Commencement Date.
(b) Any proposed or actual changes to existing Policies, or the introduction of new Policies (together, 'Revised Policies') which will come into force during the term of this Agreement.	<p>(i) At least thirty (30) days prior to such Revised Policies coming into force ('the Effective Date'); or</p> <p>(ii) As soon as reasonably practicable, where:</p> <p>(A) the PBC itself receives notice of the requirement for a Revised Policy less than thirty (30) days prior to such Revised Policy needing to come into force; or</p> <p>(B) earlier implementation of a Revised Policy is required by law and/or to reasonably address genuine safety concerns or an issue regarding the integrity of the Network.</p>
(c) Any Revised Policies which will come into force during the term of this Agreement, which the PBC believes will necessitate modification to the Network User's Private Connection Works.	<p>As soon as reasonably practicable, ensuring that reasonable notice is provided to the Network User of the Revised Policy prior to the Effective Date, having regard to:</p> <p>(i) the nature and extent of the modifications which the PBC reasonably believes will be required to the Network User's Private Connection Works; and</p> <p>(ii) the likely timeframe for such modifications to be carried out, to allow the Network User to ensure compliance with the Revised Policies,</p> <p>which shall, at a minimum, be not less than thirty (30) days prior to the Effective Date.</p>
2.3 The PBC may consult with, and seek input from, the Network User about any proposed Revised Policies, if it considers such consultation reasonable and appropriate.	
2.4 The Network User acknowledges that:	
(a) from the Effective Date, the Revised Policies will be binding on the Network User; and	
(b) any works required to the Network User's Private Connection Works due to any Revised Policy will be the responsibility of the Network User to arrange, at its cost, (unless otherwise agreed between the parties, in writing).	

From: [Tom Walrut](#)
To: [Brogan Watling](#)
Cc: [PBC](#); [Scott Hay-Bartlem](#); [Linda Tapiolas](#)
Subject: FW: Request for fee proposal | Advice on Land Tax
Date: Wednesday, 23 July 2025 1:47:04 PM
Attachments: [image001.png](#)
[PBC Land Valuation.pdf](#)
[QLD Revenue Office.pdf](#)
[Sanctuary Cove Resort - PT and ST.png](#)

Hi Brogan

Thanks for the email.

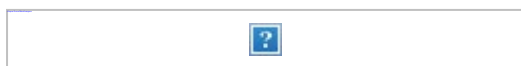
Land tax advice

1. Our fees would be \$5,500 - \$7,500 plus GST to advise:
 - (a) whether the Sanctuary Cove Principal Body Corporate (**PBC**) is liable for land tax on the land which comprises in the secondary thoroughfares.
 - (b) on the availability of any exemptions from land tax for the PBC in relation to the secondary thoroughfares;
 - (c) if no such exemption were available, if there are any alternative options to obtain land tax relief from in relation to the secondary thoroughfares.
2. Subject to the outcome of the advice above, if:
 - (a) an exemption is available, the next step would be to either apply for a refund of land tax paid or lodge an objection to the last 5 years of land tax assessments (being the 5 year time limit under the legislation). This notes the PBC has traditionally paid land tax on the secondary thoroughfares;
 - (b) no exemption is available, it may be possible to apply for ex-gratia relief from land tax.
3. The appropriate way forward in determining whether to apply for a refund, prepare and lodge an objection or apply for ex-gratia relief would need to be determined having regard to the outcome of the advice in paragraph 1. From a costs perspective typically we would expect the costs to prepare:
 - (a) a refund application would be \$2,000 - \$3,000 plus GST;
 - (b) an objection would be \$4,000 - \$6,000 plus GST;
 - (c) an ex gratia relief application would be \$5,000 plus GST.

Feel free to contact us with any queries.

Regards

Tom Walrut
Special Counsel



T [+61 7 3231 2932](tel:+61732312932) **M** [+61 421 979 730](tel:+61421979730) **E** Tom.Walrut@cgw.com.au
Level 21, 400 George Street, Brisbane 4000 Australia | GPO Box 834, Brisbane 4001
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Security precautions - always verify account details by telephone

Before transferring or depositing money, please call us on a known or separately verified number to confirm account details. Access our [security statement](#) and [privacy collection statement](#) for more information.

From: Brogan Watling <brogan.watling@scove.com.au>

Sent: Friday, 18 July 2025 11:24 AM

To: Tom Walrut <Tom.Walrut@cgw.com.au>

Cc: PBC <pbcc@scove.com.au>

Subject: Request for fee proposal | Advice on Land Tax

Good morning Tom

Thank you for your time on the phone this morning.

As discussed, the Principal Body Corporate (the PBC) is seeking advice on whether it should be paying land tax on its secondary throughfare (similar to common property). If it is required to pay land tax, I guess a follow-on question would be is there any way to seek an exemption or something similar to not pay such a tax.

I have included below some bullet points to assist with your preparation of a fee proposal. I have also **attached** the most recent Land Tax Assessment Notice and Land Valuation Notice.

- Sanctuary Cove Resort is located in Hope Island on the Gold Coast.
- It is an integrated resort that has its own purpose-built legislation.
- The resort operates under a layered arrangement with the main bodies corporate being the Primary Thoroughfare Body Corporate (PTBC) and Principal Body Corporate (PBC).
- The subsidiary bodies corporate (of which there are 27) are governed by the *Building Units and Group Titles Act 1980* (Qld).
- The PTBC and PBC are creatures of the *Sanctuary Cove Resort Act 1985* (Qld).
- The PTBC owns and is responsible for maintaining the primary thoroughfare (PT). The PT is primarily comprised of roads that link the Resort to main roads (see red on attached map).
- The PBC owns and is responsible for maintaining the secondary throughfare. The ST is primarily comprised of roads within the residential areas that link the residential areas to the PT (see blue on attached map).
- It appears that the PBC has always paid land tax on the ST.
- It is my understanding that bodies corporate that are established under the *Building Units and Group Titles Act 1980* (Qld) and the *Body Corporate and Community*

Management Act 1997 (Qld) do not pay land tax on common property because of the operation of clauses 12 and 29 of the *Land Tax Act 2010 (Qld)*.

Thank you, Tom.

Please let me know if you require anything further.

Kind Regards,

BROGAN WATLING

In-house Counsel

Email brogan.watling@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web oursanctuarycove.com.au

My working days are Monday, Tuesday, Thursday and Friday



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**CORRESPONDENCE
FOR INFORMATION**

From: [PBC](#)
To: [rwell](#)
Cc: [Facilities Management](#)
Subject: RE: Street Tree - Schotia Island (2113 The Circle)
Date: Wednesday, 18 June 2025 10:28:27 AM
Attachments: [image001.png](#)

Good morning, Roy,

Following our phone conversation, the PBC has approved the removal of the tree referenced in your email. It will be replaced with *Harpullia pendula*, and you will take responsibility for re-turfing the area.

A work order has been issued to Facilities to carry out this task.

Please feel free to reach out if you have any questions.

Kind Regards,

JODIE SYRETT

Manager Body Corporate

Direct 07 5500 3326 | jodie.syrett@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web oursanctuarycove.com.au



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From: rwell
Sent: Tuesday, 3 June 2025 7:08 PM
To: PBC <pbcs@scove.com.au>
Subject: FW: Street Tree - Schotia Island (2113 The Circle)

Hi

Roy Wells here from 2113 The Circle. I have supplied photos of the existing tree and roots showing evasive root damage to surround paving and lawn. The roots are so bad from our existing verge tree that it has destroyed the lawn all over basically unable to mow the lawn

due to the roots. The roots now have reached 4 meters away from the tree and cracking our main garden pavers.

I would like to put in an application to have the verge tree removed and replaced with our selected tree being Harpullia pendular.

Once tree is removed and new tree installed, I will replace the whole front lawn.

I am a mad gardener, and I work hard to keep the property looking good which is impossible with the front tree being so evasive.

Look forward to a successful outcome.

Regards
Roy Wells

From: Shanyn Fox <Shanyn.Fox@scove.com.au>
Sent: Tuesday, 3 June 2025 2:21 PM
To: [r wells](#)
Cc: PBC <pbcs@scove.com.au>
Subject: Street Tree - Schotia Island (2113 The Circle)

Hi Roy,

As discussed, please find attached the list of approved street tree species for The Circle.

To request approval for the removal and replacement of the existing street tree, please submit your request to PBC@scove.com.au. Be sure to include as much supporting information as possible, including the proposed replacement species. Your request will be tabled for discussion at the next available PBC meeting.

Kind Regards,

SHANYN FOX
Facilities Services Manager

Direct	07 5500 3302 Shanyn.fox@scove.com.au
Main	07 5500 3333 enquiries@scove.com.au
Mobile	0431 094 524
Address	PO Box 15 Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
Web	oursanctuarycove.com.au

From: [Matthew Brissett](#)
To: [Shanyn Fox](#)
Cc: [Jodie Syrett](#)
Subject: RE: PBC information session
Date: Thursday, 19 June 2025 12:40:12 PM
Attachments: [image001.png](#)
[bioresize_a9723291-abce-4df2-93fc-f7012b0b23a9.png](#)
[sciquualresize_8288d623-3aac-4a59-94d5-74dea4e8c662.png](#)
[affiliationsresize_995e2b38-b1cf-48c3-8f08-31746964607b.png](#)

Hi Shanyn,

Yes, 31st July works for us.

We can still start the Fox and Hare programs this month?

Also, have you sent any notices out that these works will be starting?

Matthew Brissett

Business Manager – Biosecurity Pest & Weed SEQ



Phone 1300 319 954

Mobile 0433 227 333

Suite 2, Level 1, 1 Zupp Place, Ormeau QLD 4208

Head Office PO Box 721 Upper Coomera QLD 4209

www.biodiversityaust.com.au



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From: Shanyn Fox <Shanyn.Fox@scove.com.au>

Sent: Thursday, 19 June 2025 12:37 PM

To: Matthew Brissett <matthew.brissett@biodiversityaust.com.au>

Cc: Jodie Syrett <Jodie.Syrett@scove.com.au>

Subject: PBC information session

Hi Matt,

The PBC have asked if we could move the info session to the next meeting on the 31st July, does this work for you ?

Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct	07 5500 3302 Shanyn.fox@scove.com.au
Main	07 5500 3333 enquiries@scove.com.au
Mobile	0431 094 524
Address	PO Box 15 Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
Web	oursanctuarycove.com.au



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From: [mark](#)
To: [Brogan Watling](#); [dianneontheqc](#); [Stuart Shakespeare](#); [Derek Glinka](#); [Paul Kernaghan](#); [Brian Earp](#); [tmcqinty52](#)
Cc: [PBC](#); [Jodie Syrett](#)
Subject: RE: Resignation - Mark Winfield
Date: Friday, 11 July 2025 4:31:13 PM

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Dear Members,

I am writing to inform you that I need to resign from my various positions on the Body Corporates - RBC Chair, PBC MN and PBC EC.

I will remain as a committee member of Tristania.

The reason is that I have taken an additional role as Executive Chair of a Public Company and need to devote a whole lot more of my time to that office. Trying to retire has not yet favoured me.

I have very much enjoyed working with each of you over the time I have attended meetings and undertaken the tasks involved.

I wish you all the best for the future as you progress the many changes now contemplated for the betterment of Sanctuary Cove and for all residents. I acknowledge the efforts of everybody involved.

A special mention to Jodie, who has provided outstanding service and dedication to her job.

Thanks

Mark Winfield

Subject: Distribution of Key Governance Documents – SCCSL Board Note, Shareholders Agreement & Constitution

Dear Members Nominees,

Please find attached three important documents. 1 provides further assurance as the Principal Body Corporate (PBC) progresses with finalising the 1-year Administration and Facilities Management Agreements with Sanctuary Cove Community Services Ltd (SCCSL). The other 2 relate to the governance of SCCSL where the PBC is a 50% shareholder.

These documents have been provided in response to feedback and requests from Members Nominees during recent consultations:

1. **Board Side Note – SCCSL Service Provision Restriction**

The Board of SCCSL has provided a formal note acknowledging their legislative obligations under the Sanctuary Cove Resort Act 1985 (SCRA) and Corporations Act. The note confirms that SCCSL is prohibited from providing services outside the Sanctuary Cove Resort. This assurance was requested by the Members Nominees to ensure the Board's explicit recognition of this restriction as the PBC enters into renewed agreements with SCCSL.

2. **Shareholders Agreement between SCCSL, the PBC and the PTBC**

This agreement is attached to provide Members Nominees with the necessary background ahead of an upcoming motion to amend **Clause 5.11**. Currently, Clause 5.11 requires that a SCCSL Director who is also the Chairperson of the PBC must resign as Director if they cease to be the Chairperson. Given that under the SCRA the Chairperson of the PBC must be a Members Nominee, this proposed amendment will ensure continuity and appropriate alignment of governance roles. The proposed amendment will clarify circumstances where the Chairperson, who is also a Director, loses his/her role as a Members Nominee hence loses eligibility to be PBC Chairperson, can remain a Director..

3. **SCCSL Constitution**

A full copy of the SCCSL Constitution is now being made available to all Members Nominees. As the PBC holds a 50% shareholding in SCCSL, it is important that Members Nominees have access to this foundational governance document to fully understand the structure, obligations, and limitations of SCCSL's operations and decision-making frameworks.

These documents provide greater transparency and governance clarity as the PBC prepares for the next stages of engagement with SCCSL and the broader community. Members Nominees are encouraged to review these documents thoroughly in preparation for upcoming discussions and decisions.

If you have any questions or require further information, please do not hesitate to contact me directly on 0439 936 955.

Thank you for your ongoing commitment and contributions to the governance of Sanctuary Cove.

Kind regards,

Cheryl McBride OAM
Secretary Sanctuary Cove Principal Body Corporate

15 July 2025

Secretary, Ms Cheryl McBride
Sanctuary Cove Principal Body Corporate
c/- Sanctuary Cove Community Services Limited
PO Box 15
SANCTUARY COVE QLD 4212

By email only: psc@scove.com.au

Dear Ms McBride

SHAREHOLDERS AGREEMENT – RESTRICTION ON THE PROVISION OF SERVICES

At the Sanctuary Cove Principal Body Corporate (the **PBC**) Extraordinary General Meeting held on 26 June 2025, the PBC sought confirmation from Sanctuary Cove Community Services Limited (the **Company**) on its stance on providing services outside of Sanctuary Cove Resort.

The Company confirms that clause 4.1 of the Shareholders Agreement dated 4 November 2019, provides that:

“The Shareholders acknowledge that the sole purpose of the Company is to facilitate the provision of the Services on a cost recovery basis.”

The term “Services” is defined to mean “services necessary or desirable for the proper administration and operation of the Resort....”.

The term “Resort” is defined to mean “the mixed-use resort development at Hope Island, Queensland known as Sanctuary Cove Resort established under the Sanctuary Cove Resort Act.”

The Shareholders Agreement otherwise does not contemplate the provision of services in any other way or to any other entity.

Accordingly, it is the position of the Board that the Company is restricted to providing services to Sanctuary Cove Resort only, based on the terms of the current Shareholders Agreement.

The Board has approved for a copy of the Shareholders Agreement and Company Constitution to be provided to the PBC as a shareholder. Please see **enclosed** a copy of those two documents.

Yours sincerely,



Cassie McAuliffe
General Manager
Sanctuary Cove Community Services Limited

CORPORATIONS ACT 2001
COMPANY LIMITED BY SHARES

CONSTITUTION
OF
SANCTUARY COVE COMMUNITY SERVICES
LIMITED
A.C.N. 119 669 322

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CORPORATIONS ACT 2001
COMPANY LIMITED BY SHARES
CONSTITUTION
OF
SANCTUARY COVE COMMUNITY SERVICES LIMITED

1 PRELIMINARY

1.1 In this Constitution, unless the contrary intention appears:

'Alternate Director' means a person appointed as an alternate director under **clause 61**;

'Auditor' means the Company's auditor;

'business day' has the same meaning as in the *Corporations Act 2001*;

'Company' means SANCTUARY COVE COMMUNITY SERVICES LIMITED;

'Constitution' means the constitution of the Company as amended from time to time;

'Director' includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director;

'Directors' means all or some of the Directors acting as a board;

'dividend' includes bonus;

'Executive Director' means a person appointed as an executive director under **clause 69**;

'Managing Director' means a person appointed as managing director under **clause 69.1**;

'Member' means a person entered for the time being on the Register or any branch register as the holder of one or more Shares;

'Office' means the Company's registered office;

'Register' means the register of Members of the Company;

'registered address' means the last known address of a Member as noted in the Register;

'Representative' means a person authorised by a Member to act as its representative under **clause 47.1**;

'Seal' means the Company's common seal (if any);

'Secretary' means any person appointed by the Directors to perform any of the duties of a secretary of the Company;

'Shares' means shares of the Company.

1.2 In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) words importing natural persons include corporations;
- (c) words and expressions defined in the *Corporations Act 2001* have the same meaning in this Constitution;
- (d) headings are for ease of reference only and do not affect the construction of this Constitution; and
- (e) a reference to the *Corporations Act 2001* is a reference to the *Corporations Act 2001* as modified, amended or re-enacted from time to time.

1.3 An expression in a provision of this Constitution has the same meaning as in a provision of the *Corporations Act 2001* that deals with the same matter as the provision, unless the contrary intention appears in this Constitution.

1.4 To the extent permitted by law, the replaceable rules in the *Corporations Act 2001* do not apply to the Company.

2 SHARES - Rights

Subject to this Constitution and to the terms of issue of Shares, all Shares attract the following rights, privileges and conditions:

- (a) the right to receive notice of and to attend and vote at all general meetings of the Company at one vote per Share;
- (b) the right to receive dividends; and
- (c) in a winding up, the right to participate equally in the distribution of the assets of the Company (both capital and surplus), subject only to any amounts unpaid on Shares.

3 SHARES - Issue of Shares

3.1 Subject to this Constitution and the *Corporations Act 2001*, the Directors may issue or dispose of the Shares to persons:

- (a) on terms determined by the Directors;
- (b) at the issue price that the Directors determine; and
- (c) at the time that the Directors determine.

3.2 The Directors' power under **clause 3.1** includes the power to:

- (a) grant options to have Shares issued;
- (b) to issue Shares with:
 - (i) any preferential, deferred or special rights, privileges or conditions; and
 - (ii) any restrictions in regard to dividend, voting, return of capital or otherwise; and
- (c) issue preference shares that are liable to be redeemed.

4 SHARES - Buy-backs

Subject to the *Corporations Act 2001* the Company may buy back Shares on terms and at times determined by the Directors in their discretion.

5 SHARES - Commission and brokerage

5.1 The Directors may exercise the power conferred by the *Corporations Act 2001* to pay brokerage or commission to a person in respect of that person or another person agreeing to take up Shares.

5.2 Payments in accordance with this clause may be made in cash, by the issue of Shares, by the grant of options over Shares, or by a combination of any of those methods, or otherwise.

6 SHARES - Trusts not recognised

6.1 Except as required by law, the Company will not recognise any person as holding a Share on trust and the Company will not recognise any equitable, contingent, future or partial interest or any other right in respect of a Share except the registered holder's absolute right of ownership.

6.2 Subject to the other clauses, this **clause 6** applies even if the Company has notice of the relevant trust, interest or right.

7 SHARES - Joint holders

7.1 If two or more persons are registered as the holders of a Share, they are taken to hold the Share as joint tenants with benefits of survivorship and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.

7.2 Any one of the joint holders of a Share may give effectual receipts for any dividend or return of capital payable to the joint holders.

8 SHARES - Right to certificate

8.1 Subject to the conditions of issue of any Shares or any class of Shares:

- (a) every Member is entitled free of charge to one certificate for all Shares registered in its name; and
- (b) a Member may request several certificates in reasonable denominations for different portions of its holding.

8.2

- (a) Subject to the conditions of issue of any Shares or any class of Shares, joint holders are entitled to a single certificate in their joint names in respect of each portion of their holding.
- (b) The certificate will be sent to the joint holder whose name appears first in the Register.

8.3 The Company must issue a replacement certificate for Shares in accordance with the *Corporations Act 2001* if:

- (a) the holder of the Shares is entitled to a certificate for those Shares;
- (b) satisfactory evidence has been received by the Company that the certificate for Shares previously issued has been stolen, lost or destroyed and has not been pledged, charged, sold or otherwise disposed of; and

- (c) the Member has undertaken in writing to the Company to return the certificate to the Company if it is found or received by the Member.
- 8.4 Every certificate for Shares must be issued and despatched in accordance with the *Corporations Act 2001*.
- 9 SHARES - Replacement of certificate**
The Directors may order worn out or defaced certificates to be cancelled and replaced by new certificates.
- 10 SHARES - Variation of class rights**
- 10.1 The rights attached to any Shares in a class of Shares may, unless their terms of issue state otherwise, be varied or cancelled by a special resolution of the Company and:
- (a) with the written consent of the holders of 75% of the Shares of the class; or
 - (b) by a special resolution and passed at a separate general meeting of the holders of Shares of the class.
- 10.2 The provisions of this Constitution relating to general meetings apply, with necessary changes, to separate class meetings as if they were general meetings except that:
- (a) a quorum is two persons holding or representing by proxy, attorney or Representative at least one-third of the Shares of the class or, if there is one holder of Shares in a class, that person; and
 - (b) any holder of Shares of the class, present in person or by proxy, attorney or Representative may demand a poll.
- 10.3 The rights conferred on the holders of Shares which are not ordinary Shares and which have preferential or other special rights will not, unless otherwise expressly provided by their respective terms of issue, be taken to be varied or abrogated by:
- (a) the issue of more Shares; or
 - (b) the conversion of securities to new securities,
- which rank equally with or in priority to those Shares.
- 11 CALLS - Calls**
- 11.1 Subject to the terms on which partly paid Shares are issued, the Directors may make calls on the holders of the Shares for any money unpaid on them.
- 11.2 A call is made when the resolution of the Directors authorising it is passed. The Directors may require it to be paid by instalments.
- 11.3 The Directors may revoke or postpone a call before its due date for payment.
- 11.4 At least 10 business days before the due date for payment of a call the Company must send to Members on whom the call is made a notice specifying:
- (a) the amount of the call;
 - (b) the due date for payment; and
 - (c) the place for payment.
- 11.5 A Member to whom notice of a call is given in accordance with this **clause 11** must pay to the Company the amount called in accordance with the notice.
- 11.6 Failure to send a notice of a call to any Member or the non receipt of a notice by any Member does not invalidate the call.
- 11.7 Joint holders of Shares are jointly and severally liable to pay all calls in respect of their Shares.
- 12 CALLS - Instalments**
If:
- (a) the Directors require a call to be paid by instalments; or
 - (b) an amount becomes payable by the terms of issue of Shares, or at a time or in circumstances specified in the terms of issue,
- then:
- (c) the amount of an instalment is payable as if it were a call made by the Directors and as if they had given notice of it; and
 - (d) the consequences of late payment or non-payment of an instalment are the same as the consequences of late payment or non-payment of a call.
- 13 CALLS - Interest and expenses on calls**
If an amount called is not paid on or before the due date, the person liable to pay the amount must also pay:
- (a) interest on the amount from the due date to the time of actual payment at a rate determined by the Directors (not exceeding 20% per annum); and
 - (b) all expenses incurred by the Company as a consequence of the non payment,
- but the Directors may waive payment of the interest and expenses in whole or in part.

14 CALLS - Recovery of amounts due

On the hearing of any action for the recovery of money due for any call, proof that:

- (a) the name of the person sued was, when the call was made, entered in the Register as a holder or the holder of Shares in respect of which the call was made;
 - (b) the resolution making the call is duly recorded in the Directors' minute book; and
 - (c) notice of the call was given to the person sued,
- will be conclusive evidence of the debt.

15 CALLS - Differentiation

The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

16 CALLS - Payment of calls in advance

- 16.1 The Directors may accept from a Member the whole or part of the amount unpaid on a Share before the amount accepted has been called.
- 16.2 The Company may:
- (a) pay interest on any amount accepted, until the amount is payable under a call, at a rate (not exceeding 20% per annum) agreed between the Member and the Directors; and
 - (b) subject to any contract between the Company and the Member, repay all or any of the amount accepted in excess of the amount called on the Share.
- 16.3 Payment of an amount in advance of a call does not entitle the paying Member to any dividend, benefit or advantage, other than the payment of interest under this **clause 16** to which the Member would not have been entitled if it had paid the amount when it became due.

17 LIEN AND FORFEITURE - Lien

- 17.1 The Company has a first and paramount lien on every partly paid Share for all money:
- (a) due and unpaid to the Company at a fixed time, in respect of the Share;
 - (b) presently payable by the holder of the Share, or the holder's estate, to the Company in respect of the Share; or
 - (c) which the Company is required by law to pay in respect of the Share.
- 17.2 The Company's lien extends to all dividends payable in respect of the Share.
- 17.3 Unless the Directors determine otherwise, the registration of a transfer of a Share operates as a waiver of the Company's lien on the Share.
- 17.4 The Directors may declare a Share to be wholly or partly exempt from a lien.
- 17.5 If any law for the time being of any country, state or place imposes or purports to impose an immediate or contingent liability upon the Company to make any payment or authorises a taxing authority or Government official to require the Company to make payment in respect of Shares or dividends or other moneys accruing or due to the Member:
- (a) the Member indemnifies the Company in respect of any such payment or liability; and
 - (b) the Company:
 - (i) has a lien on the Shares, dividends and other moneys payable in respect of the Shares, whether the Shares are held by the Member solely or jointly with another person, in respect of any payment made or liability incurred by the Company, together with reasonable interest on any payment made by the Company at a rate to be fixed by the Directors not exceeding 20% per annum from the date of payment by the Company to the date of repayment by the Member;
 - (ii) may set off amounts so paid by the Company against amounts payable by the Company to the Member as dividends or otherwise; and
 - (iii) may recover as a debt due from the Member or the Member's legal personal representative the amount of all payments made by the Company together with interest at the rate and for the period referred to in **clause 17.5(b)(i)**.

18 LIEN AND FORFEITURE - Lien sale

If:

- (a) the Company has a lien on a Share for money presently payable; and
 - (b) the Company has given the Member or the Member's executors or administrators (as the case may be) holding the Share written notice demanding payment of the money; and
 - (c) that Member fails to pay all of the money demanded,
- then 14 or more days after giving the notice, the Directors may sell the Share in any manner determined by them.

19 LIEN AND FORFEITURE - Forfeiture notice

- 19.1 The Directors may at any time after a call or instalment becomes payable and remains unpaid by a Member, serve a notice on the Member requiring the Member to pay:
- (a) the unpaid amount;
 - (b) any interest that has accrued; and
 - (c) all expenses incurred by the Company as a consequence of the non-payment.
- 19.2 The notice under **clause 19.1** must:
- (a) specify a day (not earlier than 14 days after the date of the notice) on or before which the payment required by the notice must be made; and
 - (b) state that if a Member does not comply with the notice, the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

20 LIEN AND FORFEITURE - Forfeiture

- 20.1 If a Member does not comply with a notice served under **clause 19**, then any or all of the Shares in respect of which the notice was given may be forfeited pursuant to a resolution of the Directors.
- 20.2 Unpaid dividends in respect of forfeited Shares will also be forfeited.
- 20.3 On forfeiture, Shares become the property of the Company and forfeited Shares may be sold, disposed of, or cancelled on terms determined by the Directors.
- 20.4 The Directors may, at any time before a forfeited Share is sold, disposed of or cancelled, annul the forfeiture of the Share on conditions determined by them.
- 20.5 Promptly after a Share has been forfeited:
- (a) notice of the forfeiture must be given to the Member in whose name the Share was registered immediately before its forfeiture; and
 - (b) the forfeiture and its date must be noted in the Register.
- 20.6 Omission or neglect to give notice of or to note the forfeiture as specified in **clause 20.5** will not invalidate a forfeiture.

21 LIEN AND FORFEITURE - Liability of former Member

- 21.1 The interest of a person who held Shares which are forfeited is extinguished but the former Member remains liable to pay:
- (a) all money (including interest and expenses) that was payable by the Member to the Company at the date of forfeiture in respect of the forfeited Shares; and
 - (b) interest from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 20% per annum).
- 21.2 A former Member's liability to the Company ceases if and when the Company receives payment in full of all money (including interest and expenses) payable by the person in respect of the Shares.

22 LIEN AND FORFEITURE - Sale

- 22.1 The Company may:
- (a) receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share; and
 - (b) execute a transfer of the Share in favour of a person to whom the Share is sold or disposed of.
- 22.2 The purchaser of the Share:
- (a) is not bound to check the regularity of the sale or the application of the purchase price;
 - (b) obtains title to the Share despite any irregularity in the sale; and
 - (c) will not be subject to complaint or remedy by the former holder of the Share in respect of the purchase.
- 22.3 A statement signed by a Director and the Secretary that the Share has been regularly forfeited and sold or re-issued, or regularly sold without forfeiture to enforce a lien, is conclusive evidence of the matters stated as against all persons claiming to be entitled to the Share.
- 22.4 The net proceeds of any sale made to enforce a lien or on forfeiture must be applied by the Company in the following order:
- (a) in payment of the costs of the sale;
 - (b) in payment of all amounts secured by the lien or all money that was payable in respect of the forfeited Share; and
 - (c) in payment of any surplus to the former Member whose Share was sold.

23 TRANSFER OF SHARES - Transfer

- 23.1 Subject to this Constitution, a Member may transfer the Shares held by that Member.

- 23.2 Shares may be transferred by:
- (a) a written transfer instrument in any usual or common form; or
 - (b) any other form approved by the Directors.
- 23.3 A written transfer instrument referred to in **clause 23.2** must be executed by or on behalf of the transferor and the transferee.
- (a) A transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Shares.
 - (b) A transfer of Shares does not pass the right to any unpaid dividends or any dividends declared on the Shares until such registration.
- 24 TRANSFER OF SHARES - Transfer procedure**
- 24.1 For a transfer of Shares:
- (a) the written transfer instrument must be left at the Office or the office of the Company's Share registrar, together with any fee (of \$1.00 or less) the Directors require;
 - (b) the instrument must be accompanied by a certificate for the Shares dealt with in the transfer, unless the Directors waive production of the certificate on receiving satisfactory evidence of the loss or destruction of the certificate; and
 - (c) the Directors may require other evidence of the transferor's right to transfer the Shares.
- 24.2 Subject to the powers vested in the Directors by this Constitution, the Company must register all registrable transfer forms and issue certificates without charge, except where the issue of a certificate is to replace a lost or destroyed certificate.
- 25 TRANSFER OF SHARES - Right to refuse registration**
- 25.1 The Directors may in their absolute discretion and without assigning any reason decline to register any transfer of Shares or other securities.
- 25.2 The Directors may in their absolute discretion refuse to register any transfer of Shares or other securities on which stamp duty or other taxes of a similar nature are payable but unpaid.
- 26 TRANSFER OF SHARES - Closure of register**
- The transfer books and the Register may be closed for up to 30 days in each year.
- 27 TRANSMISSION OF SHARES - Title on death**
- 27.1 The legal personal representative of a deceased Member who was the sole holder of Shares is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- 27.2 If a deceased Member was a joint holder of Shares, the other joint holder is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- 27.3 The estate of the deceased Member will not be released from any liability to the Company in respect of the Shares.
- 27.4 The Company may register a transfer to a transferee who dies before the transfer is registered.
- 28 TRANSMISSION OF SHARES - Transmission**
- 28.1 A person who becomes entitled to a Share in consequence of the death, lunacy or bankruptcy of a Member may, subject to producing to the Directors evidence of its entitlement which is satisfactory to the Directors, elect to:
- (a) be registered as the holder of the Share; or
 - (b) transfer the Share to some other person nominated by it.
- 28.2 If the person who has become entitled to a Share:
- (a) elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by it; or
 - (b) elects to transfer the Share, then the person must execute a transfer of the Share.
- 28.3 An election to be registered as a holder of a Share under **clause 28.1(a)** or a transfer of a Share from a Member or deceased Member under this **clause 28** is subject to the same limitations, restrictions and provisions of this Constitution as would apply if the election were a transfer or the transfer were made by the Member or deceased Member itself.
- 28.4 A person who:
- (a) has become entitled to a Share by operation of law; and
 - (b) has produced evidence of its entitlement which is satisfactory to the Directors,
- is entitled to the dividends and other rights of the registered holder of the Share.

- 28.5 Where two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they will be considered to be joint holders of the Share.
- 28.6 Any person who is registered under this clause must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

29 CHANGES TO SHARE CAPITAL - Dealing with Share fractions

For the purpose of giving effect to a conversion of all or any of the Shares into a larger or smaller number of Shares, the Directors may settle any difficulty which arises as they think expedient and in particular may:

- (a) issue fractional certificates;
- (b) vest any fractions of Shares in trustees on such trusts for the persons entitled to the fractions of Shares as may seem expedient to the Directors; or
- (c) sell the Shares representing the fractions for the best price reasonably obtainable to any person and distribute the net proceeds of sale (subject to retention by the Company of small amounts where the cost of distribution would be disproportionate to the amounts involved) in due proportion among those Members and, for such sale, any Director may execute an instrument of transfer of the Shares to the purchaser.

30 GENERAL MEETINGS - Convening general meeting

- 30.1 Any Director may, at any time, convene a general meeting.

30.2

- (a) A Member may only request the Directors to convene a general meeting in accordance with section 249D of the *Corporations Act 2001*.
- (b) A Member may not convene or join in convening a general meeting except under section 249E or 249F of the *Corporations Act 2001*.

31 GENERAL MEETINGS - Notice of general meeting

- 31.1 Subject to the provisions of the *Corporations Act 2001* allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.

- 31.2 A notice convening a general meeting:

- (a) must specify the place, date and time of the meeting and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) must state the general nature of the business to be transacted at the meeting; and
- (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.

- 31.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

- (a) the consideration of the annual financial report, Directors' report and Auditor's report;
- (b) the election of directors; or
- (c) the appointment and fixing of the remuneration of the Auditor.

31.4

- (a) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting convened as the result of a request under **clause 30.2**).
- (b) The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.

- 31.5 The failure or accidental omission to send a notice of a general meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

32 PROCEEDINGS AT GENERAL MEETINGS - Member

In **clauses 33, 34, 36 and 38**, 'Member' includes a Member present in person or by proxy, attorney or Representative.

33 PROCEEDINGS AT GENERAL MEETINGS - Quorum

- 33.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.

- 33.2 A quorum of Members is two Members.

- 33.3 If a quorum is not present within 30 minutes after the time appointed for a meeting:

- (a) if the meeting was convened on the requisition of Members, it is automatically dissolved; or
- (b) in any other case:

- (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
 - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, it is automatically dissolved.
- 33.4 If the Company has only one Member, the Company may pass a resolution by the Member recording it and signing the record.
- 34 PROCEEDINGS AT GENERAL MEETINGS - Chairperson**
 - 34.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every meeting of Members.
 - 34.2 If:
 - (a) there is no chairperson or deputy chairperson; or
 - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the meeting; or
 - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the meeting,
 the Directors present may elect a chairperson.
 - 34.3 If no election is made under **clause 34.2**, then:
 - (a) the Members may elect one of the Directors present as chairperson; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
 - 34.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.
- 35 PROCEEDINGS AT GENERAL MEETINGS - Adjournment**
 - 35.1 The chairperson of a meeting at which a quorum is present:
 - (a) in his or her discretion may adjourn a meeting with the meeting's consent; and
 - (b) must adjourn a meeting if the meeting directs him or her to do so.
 - 35.2 An adjourned meeting may take place at a different venue to the initial meeting.
 - 35.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
 - 35.4 If a general meeting has been adjourned for more than 21 days, at least 3 days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.
- 36 PROCEEDINGS AT GENERAL MEETINGS - Decision of questions**
 - 36.1 Subject to the *Corporations Act 2001* in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
 - 36.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded, before or on the declaration of the result of the show of hands, by:
 - (a) the chairperson;
 - (b) at least five Members entitled to vote on the resolution; or
 - (c) Members with at least 5% of the votes that may be cast on the resolution on a poll.
 - 36.3 The chairperson does not have a casting vote in addition to the chairperson's votes as a Member, proxy, attorney or Representative.
 - 36.4 Unless a poll is demanded:
 - (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
 are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
 - 36.5 The demand for a poll may be withdrawn.
 - 36.6 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.
- 37 PROCEEDINGS AT GENERAL MEETINGS - Taking a poll**
 - 37.1 A poll will be taken when and in the manner that the chairperson directs.
 - 37.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

- 37.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 37.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 37.5 A poll demanded on the election of the chairperson or the adjournment of a meeting must be taken immediately.
- 37.6 After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

38 VOTES OF MEMBERS - Entitlement to vote

- 38.1 Subject to this Constitution and to any rights or restrictions attaching to any class of Shares:
- (a) subject to **clause 43**, every Member may vote;
 - (b) subject to **clause 43**, on a show of hands every Member has one vote; and
 - (c) on a poll every Member has one vote for each fully paid Share.
- 38.2 If a member is of unsound mind or is a person whose estate or property has had a personal representative, trustee or other person appointed to administer it, the Member's personal representative, trustee or other person with the management of the Member's estate or property may exercise any rights of the Member in relation to a meeting of Members as if the personal representative, trustee or other person was a Member.

39 VOTES OF MEMBERS - Unpaid calls

A Member is not entitled to vote or to be counted in a quorum unless all calls and other sums payable by the Member in respect of Shares have been paid.

40 VOTES OF MEMBERS - Joint holders

- 40.1 If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.
- 40.2 For the purposes of this **clause 40** several executors or administrators of a deceased Member in whose sole name any Shares are registered will be taken to be joint holders of those Shares.

41 VOTES OF MEMBERS - Objections

- 41.1 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- 41.2 An objection must be referred to the chairperson of the meeting, whose decision made in good faith is final.
- 41.3 A vote which the chairperson does not disallow pursuant to an objection is valid for all purposes.

42 VOTES OF MEMBERS - Votes by operation of law

A person who has satisfied the Directors not less than 24 hours before a general meeting that it is entitled to a Share by operation of law may exercise all rights attached to the Share in relation to a general meeting, as if the person were the registered holder of the Share.

43 VOTES OF MEMBERS - Votes by proxy or attorney

- 43.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 43.2 A proxy or attorney may demand or join in demanding a poll.
- 43.3 A proxy or attorney may vote on a poll.

44 VOTES OF MEMBERS - Instrument appointing proxy

- 44.1 A Member who is entitled to vote at a meeting may appoint:
- (a) one proxy if the Member is only entitled to one vote; and
 - (b) one or two proxies if the Member is entitled to more than one vote.
- 44.2 A Member who is a natural person may appoint a proxy by a written appointment signed by the appointor or the appointor's attorney duly authorised in writing.
- 44.3 A Member who is a corporation may appoint a proxy by a written appointment executed in accordance with section 127 of the *Corporations Act 2001* or signed by the appointor's attorney duly authorised in writing.
- 44.4 A proxy need not be a Member.
- 44.5 If a Member appoints two proxies, the appointment may specify the proportion or number of votes that each proxy may exercise. If the appointment does not specify a proportion or number, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.

44.6

- (a) An appointment of a proxy must comply with the requirements of the *Corporations Act 2001* or be in a form approved by the Directors.
 - (b) **Schedule 1** sets out a form which will be taken to be approved by the Directors unless they resolve to use a different form.
- 44.7 A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll in accordance with any instructions on the appointment.
- 44.8 A proxy's appointment is valid at an adjourned meeting.
- 45 VOTES OF MEMBERS - Lodgment of proxy**
 - 45.1 The written appointment of a proxy or attorney must be received by the Company, not less than 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
 - (a) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote; or
 - (b) the taking of a poll on which the appointee proposes to vote.
 - 45.2 If the appointment purports to be executed under a power of attorney or other authority, then the original document, or an office copy or a notarially certified copy of it, must be forwarded with the appointment.
 - 45.3 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
 - (a) the Office;
 - (b) a facsimile number at the Office; or
 - (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.
- 46 VOTES OF MEMBERS - Validity**

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

 - (a) died;
 - (b) became of unsound mind;
 - (c) revoked the proxy or power; or
 - (d) transferred the Shares in respect of which the vote was cast,

unless any written notification of the death, unsoundness of mind, revocation or transfer was received by the Company before the relevant meeting or adjourned meeting.
- 47 VOTES OF MEMBERS - Representatives of corporations**
 - 47.1 Any Member which is a corporation may appoint an individual as its Representative in relation to meetings of Members or otherwise as permitted by the *Corporations Act 2001*. If a Member corporation does so:
 - (a) its Representative may exercise at the relevant general meeting all the powers which the Member corporation could exercise if it were a natural person; and
 - (b) when its Representative is present at a meeting, the Member corporation will be considered to be personally present at the meeting.
 - 47.2 The chairperson of a general meeting may permit a person claiming to be a Representative to exercise his or her powers even if he or she has not produced a certificate evidencing his or her appointment, or may allow the Representative to vote on the condition that he or she subsequently establishes to the satisfaction of the chairperson of the general meeting his or her status as a Representative within a period prescribed by the chairperson of the general meeting.
 - 47.3 The appointment of a Representative may set out restrictions on the Representative's powers.
- 48 APPOINTMENT AND REMOVAL OF DIRECTORS - Number of Directors**
 - 48.1 There will not be less than three nor more than twelve Directors unless the Company in general meeting resolves to change the maximum or minimum number.
 - 48.2 The initial Directors of the Company are the persons who have consented to act as directors and are set out in the Company's application for registration as a company. Those persons hold office subject to this Constitution.
- 49 APPOINTMENT AND REMOVAL OF DIRECTORS - Qualification**

Neither a Director nor an Alternate Director has to hold any Shares.
- 50 APPOINTMENT AND REMOVAL OF DIRECTORS - Appointment and removal of Directors**

The Company may by resolution passed in general meeting:

 - (a) remove any Director; and
 - (b) appoint another person in the Director's place.

51 APPOINTMENT AND REMOVAL OF DIRECTORS - Additional and casual Directors

Subject to **clause 48**, the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.

52 APPOINTMENT AND REMOVAL OF DIRECTORS - Period of office

A Director will continue to hold office until he or she dies or until his or her office is vacated pursuant to **clause 53**.

53 APPOINTMENT AND REMOVAL OF DIRECTORS - Vacation of office

The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the *Corporations Act 2001* from holding office or continuing as a Director;
- (b) cannot manage the Company because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it;
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company.

54 REMUNERATION OF DIRECTORS - Remuneration of non-executive Directors

- 54.1 The Directors (other than the Managing Director or an Executive Director) may be paid as remuneration for their services the aggregate maximum sum from time to time determined by the Company in general meeting.
- 54.2 The remuneration will be divided between the non-executive Directors in such proportion and manner as the Directors agree and, in default of agreement, equally.
- 54.3 If a non-executive Director is required to perform services for the Company which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, then the Company may pay the Director a fixed sum determined by the Directors in addition to or instead of the Director's remuneration under **clause 54.1**.
- 54.4 The non-executive Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the Company's business.
- 54.5 The Company may also pay a premium in respect of a contract insuring a person who is or has been a non-executive Director against a liability incurred by the person as a Director, except in circumstances prohibited by the *Corporations Act 2001*.

55 REMUNERATION OF DIRECTORS - Remuneration of Executive Directors

- 55.1 The remuneration of a Managing Director or of an Executive Director may from time to time be fixed by the Directors.
- 55.2 The Company may pay a premium in respect of a contract insuring a person who is or has been an Executive Director against a liability incurred by the person as a Director, except in circumstances prohibited by the *Corporations Act 2001*.

56 REMUNERATION OF DIRECTORS - Payment to former Directors

Subject to the *Corporations Act 2001*, the Directors may:

- (a) pay a gratuity, pension or allowance, on retirement or other vacation of office, to a Director or to any relative of a Director; and
- (b) make contributions to any fund and pay any premiums for the purchase or provision of any such gratuity, pension or allowance.

57 POWERS AND DUTIES OF DIRECTORS - Directors to manage Company

- 57.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the *Corporations Act 2001* do not require to be exercised by the Company in general meeting.
- 57.2 Without limiting the generality of **clause 57.1**, the Directors may exercise all the powers of the Company to:
 - (a) borrow money;
 - (b) charge any property or business of the Company or all or any of its uncalled capital; and
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
 - (d) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.
- 57.3 If the Company is a wholly owned subsidiary, the Directors of the Company may, in the exercise of their powers as Directors of the Company, act in the best interests of the Company's holding company.

- 57.4 Every Director and other agent or officer of the Company must:
- (a) keep secret all aspects of all transactions of the Company, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the company;
 - (ii) as required by law; and
 - (iii) when requested to disclose information by the Directors, to the auditors of the Company or a general meeting of the Company; and
 - (b) if requested by the Directors, sign and make a declaration that he or she will not disclose or publish any aspect of any transaction of the Company.

58 PROCEEDINGS OF DIRECTORS - Directors' meetings

- 58.1 A Director may at any time, and the Secretary must on the request of a Director, convene a Directors' meeting.
- 58.2 It is not necessary to give notice of a meeting of the Directors to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.
- 58.3
- (a) Subject to the *Corporations Act 2001*, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
 - (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.
 - (c) A Director who participates in a meeting held in accordance with this **clause 58.3** is taken to be present and entitled to vote at the meeting.
- 58.4 **Clause 58.3** applies to meetings of Directors' committees as if all committee members were Directors.
- 58.5 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 58.6 At a meeting of Directors, a quorum is two Directors.
- 58.7 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

59 PROCEEDINGS OF DIRECTORS - Decision of questions

- 59.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to **clause 60**, each Director has one vote.
- 59.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote if there is an equality of votes.
- 59.3
- (a) An Alternate Director has one vote for each Director for whom he or she is an alternate.
 - (b) If the Alternate Director is a Director, he or she also has a vote as a Director.

60 PROCEEDINGS OF DIRECTORS - Directors' interests

- 60.1 A director who has a material personal interest in a matter that is to be considered at a meeting of Directors must not:
- (a) vote on the matter or be present while the matter is being considered at the meeting; and
 - (b) be counted in the quorum in relation to that matter
- if to do so would be contrary to the *Corporations Act 2001*.
- 60.2 Each Director must disclose his or her material personal interests to the Company in accordance with the *Corporations Act 2001* and the Secretary must record all declarations in the minutes of the relevant Directors' meeting.
- 60.3 Voting by a Director contrary to this **clause 60**, or failure by a Director to make disclosure under this **clause 60**, does not render void or voidable a contract or arrangement in which the Director has a material personal interest.
- 60.4 A Director and any firm, body or entity in which a Director has a direct or indirect interest may in any capacity:
- (a) enter into any contract or arrangement with the Company;
 - (b) be appointed to and hold any office or place of profit under the Company, other than the office of auditor; and
 - (c) act in a professional capacity, other than as auditor, for the Company,
- and may receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.
- 60.5 A Director may join in executing in accordance with section 127 of the *Corporations Act 2001* any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has a direct or indirect interest.

61 PROCEEDINGS OF DIRECTORS - Alternate Directors

- 61.1 A Director may appoint any person as his or her alternate for a period determined by that Director.
- 61.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- 61.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.
- 61.4 The provisions of this Constitution which apply to Directors also apply to Alternate Directors, except that Alternate Directors are not entitled to any remuneration from the Company.
- 61.5
- (a) The appointment of an Alternate Director may be revoked at any time by the appointor.
 - (b) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- 61.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

62 PROCEEDINGS OF DIRECTORS - Associate Directors

- 62.1 The Directors may appoint a person to be an associate director and may remove a person so appointed.
- 62.2 The Directors may define and limit the duties and powers of associate directors and their remuneration for their services as associate directors.
- 62.3 A person appointed as an associate director is not a Director for any of the purposes of this Constitution or of the *Corporations Act 2001* and accordingly:
- (a) is not a member of the board of Directors or of any committee of Directors;
 - (b) is not entitled to be present at any meeting of the Directors or of any committee of the Directors except at the request of the Directors or of a committee of Directors; and
 - (c) if present at such request, may not vote or form part of a quorum.

63 PROCEEDINGS OF DIRECTORS - Remaining Directors

- 63.1 The Directors may act even if there are vacancies on the board.
- 63.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
 - (b) convene a general meeting.

64 PROCEEDINGS OF DIRECTORS - Chairperson

- 64.1 The Directors may elect a Director as chairperson of Director's meetings and may determine the period for which the chairperson will hold office.
- 64.2 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- 64.3 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

65 PROCEEDINGS OF DIRECTORS - Directors' committees

- 65.1 The Directors may delegate any of their powers to:
- (a) a committee of Directors;
 - (b) a Director;
 - (c) an employee of the Company; or
 - (d) any other person.
- 65.2 A committee or person to which any powers have been delegated must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 65.3 A committee or person to which any powers have been delegated may be authorised to sub-delegate all or any of the powers for the time being vested in it.
- 65.4 Meetings of any committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

66 PROCEEDINGS OF DIRECTORS - Written resolutions

- 66.1 The Directors may pass a resolution without a directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 66.2 For the purposes of **clause 66.1** separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 66.3 Any document referred to in this clause may be in the form of a facsimile transmission or electronic notification.
- 66.4 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

67 PROCEEDINGS OF DIRECTORS - Validity of acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment, or in the continuance of the appointment, of a person as a Director, Alternate Director or member of a Directors' committee; or
 - (b) a person appointed to one of those positions was disqualified,
- all acts of the Director or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

68 PROCEEDINGS OF DIRECTORS - Minutes and registers

- 68.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all resolutions passed by Directors in accordance with **clause 66**;
 - (d) all orders made by the Directors and Directors' committees; and
 - (e) all disclosures of interests made pursuant to **clause 60**.
- 68.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body, and if so signed will as between the members be conclusive evidence of the matters stated in such minutes.

69 MANAGING OR EXECUTIVE DIRECTOR - Appointment of Managing or Executive Director

- 69.1
- (a) The Directors may appoint a Director to the office of Managing Director or any other office (other than auditor) or employment under the Company for any period (but not for life) and on any terms as they think fit.
 - (b) A Director (other than a Managing Director) so appointed is referred to in this Constitution as an Executive Director.
- 69.2 The Directors may, subject to the terms of a Managing Director's or Executive Director's employment contract, suspend, remove or dismiss him or her from that office and appoint another Director in that place.
- 69.3 If a Managing or Executive Director ceases to be a Director, his or her appointment as Managing or Executive Director terminates automatically.
- 69.4 If a Managing or Executive Director is suspended from office, he or she will not be entitled to attend or vote at any meeting of Directors.
- 69.5 A Managing Director:
- (a) is not subject to the retirement provisions applicable to other Directors; and
 - (b) is subject to the same provisions as to resignation and removal as the other Directors.

70 MANAGING OR EXECUTIVE DIRECTOR - Powers

- 70.1 The Directors may confer on a Managing Director or Executive Director any powers exercisable by the Directors, subject to any terms and restrictions determined by the Directors.
- 70.2 The Managing Director and other Executive Directors are authorised to sub-delegate all or any of the powers vested in them.
- 70.3 Any power conferred pursuant to this clause may be concurrent with or to the exclusion of the Directors' powers.
- 70.4 The Directors may at any time withdraw or vary any of the powers conferred on a Managing Director or Executive Director.

71 LOCAL MANAGEMENT - Local management

- 71.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
- 71.2 Without limiting **clause 71.1** the Directors may:
- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
 - (b) delegate to any person appointed under **paragraph 71.2(a)** any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution, on any terms and subject to any conditions determined by the Directors.
- 71.3 The Directors may at any time revoke or vary any delegation under this **clause 71**.

72 LOCAL MANAGEMENT - Appointment of attorneys and agents

- 72.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the *Corporations Act 2001* appoint any person to be the agent or attorney of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions, determined by the Directors.
- 72.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any member of any local board established under this Constitution;
 - (b) any company;
 - (c) the members, directors, nominees or managers of any company or firm; or
 - (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 72.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 72.4 The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.
- 72.5 An attorney or agent appointed under this **clause 72** may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

73 SECRETARY - Secretary

- 73.1 If required by the *Corporations Act 2001*, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 73.2 The Secretary (if any) is entitled to attend and be heard on any matter at all Directors' and general meetings.
- 73.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

74 SEALS - Common Seal

If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal; and
- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

75 SEALS - Duplicate Seal

- 75.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:
- (a) must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal';
 - (b) must only be used with the authority of the Directors or a Directors' Committee.

76 SEALS - Share Seal

- 76.1 If the Company has a Seal the Company may have a Share seal which may be affixed to Share certificates.
- 76.2 The Share Seal (if any) must be a facsimile of the Seal with Share Seal or Certificate Seal on its face.

77 INSPECTION OF RECORDS - Times for inspection

- 77.1 Except as otherwise required by the *Corporations Act 2001*, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 77.2 A Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

78 DIVIDENDS AND RESERVES - Fixing of time to pay a dividend

- 78.1 The Directors may by resolution determine to pay:
- (a) an interim dividend which is payable on the date fixed by the Directors; and
 - (b) a final dividend which is payable on the date fixed by the Directors.
- 78.2 Subject to the *Corporations Act 2001*, the Directors may amend or revoke a resolution to pay a dividend at any time before the date fixed for payment.

79 DIVIDENDS AND RESERVES - Interest

The Company must not pay interest on any dividend.

80 DIVIDENDS AND RESERVES - Reserves

- 80.1 Before paying a dividend the Directors may set aside out of profits an amount by way of reserves as they think appropriate.
- 80.2 The Directors may apply the reserves for any purpose for which profits may be properly applied.
- 80.3 Pending any such application, the Directors may invest or use the reserves in the business of the Company or in other investments as they think fit.
- 80.4 The Directors may carry forward any undistributed profits without transferring them to a reserve.

81 DIVIDENDS AND RESERVES - Dividend entitlement

- 81.1 Subject to the rights of persons (if any) entitled to Shares with special rights as to dividend, any dividend on a partly paid Share must be paid according to the proportion in which the amounts paid or credited as paid on the Shares in respect of which the dividend is paid bears to the total issue price of the Shares.
- 81.2
- (a) Subject to **clause 81.2(c)**, if a Share is issued as a fully paid Share during any period in respect of which the dividend is paid, it will only rank for dividend from the date of issue.
 - (b) Subject to **clause 81.2(c)**, if a Share is partly paid at any time during any period in respect of which a dividend is paid and a further amount is paid or credited as paid on the Share during that period, it will only rank for any additional amount due under **clause 81.1** from the date the further amount is paid or credited as paid.
 - (c) If a Share is issued on terms providing that it will rank for dividend as from a particular date, that Share ranks for dividend accordingly.
- 81.3 An amount paid or credited as paid on a Share in advance of a call is not to be taken as paid or credited as paid for the purposes of **clauses 81.1** and **81.2**.
- 81.4 A transfer of Shares does not pass the right to any dividend declared or determined to be payable in respect of those Shares before the registration of a transfer.

82 DIVIDENDS AND RESERVES - Deductions from dividends

The Directors may deduct from a dividend payable to a Member all sums presently payable by the Member to the Company on account of calls or otherwise in relation to Shares in the Company.

83 DIVIDENDS AND RESERVES - Distribution of assets

- 83.1 The Directors may resolve that the method of payment of a dividend will be wholly or partly by the transfer or distribution of specific assets, including fully paid Shares in, or debentures of, any other corporation.
- 83.2 If a difficulty arises in making a distribution of specific assets, the Directors may:
- (a) deal with the difficulty as they consider expedient;
 - (b) fix the value of all or any part of the specific assets for the purposes of the distribution;
 - (c) determine that cash will be paid to any Members on the basis of the fixed value in order to adjust the rights of all the Members; and
 - (d) vest any such specific assets in trustees as the Directors consider expedient.
- 83.3 If a transfer or distribution of specific assets to a particular Member or Members is illegal or, in the Directors' opinion, impracticable, the Directors may make a cash payment to the Member or Members on the basis of the cash amount of the dividend instead of the distribution of specific assets.

84 DIVIDENDS AND RESERVES - Payment

- 84.1 Any dividend or other money payable in respect of Shares may be paid by:
- (a) cheque sent through the mail directed to:
 - (i) the address of the Member shown in the Register or to the address of the joint holder of Shares shown first in the Register; or
 - (ii) an address which the Member or joint holders has in writing notified the Company as the address to which dividends should be sent;
 - (b) electronic funds transfer to an account with a bank or other financial institution nominated by the Member and acceptable to the Company; or
 - (c) any other means determined by the Directors.
- 84.2 Any joint holder may give an effectual receipt for any dividend or other money paid in respect of Shares held by holders jointly.

85 DIVIDENDS AND RESERVES - Capitalisation of profits

- 85.1 The Directors may resolve:
- (a) to capitalise profits and apply the sum capitalised; and
 - (b) that the sum be applied, in any of the ways mentioned in **clause 85.2**, for the benefit of Members, or persons who have applied for Shares, in the proportions determined by the Directors.
- 85.2 The ways in which a sum may be applied for the benefit of Members under **clause 85.1** are:
- (a) in paying up any amounts unpaid on Shares held or to be held by Members;
 - (b) in paying up in full Shares or debentures to be issued to Members as fully paid; or
 - (c) partly as mentioned in paragraph (a) and partly as mentioned in paragraph (b).
- 85.3 The Directors must do all things necessary to give effect to a resolution under **clause 85.1** and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:
- (a) issue fractional certificates or make cash payments in cases where Shares or debentures become issuable in fractions; and
 - (b) authorise any person to make, on behalf of all the Members entitled to a benefit on the capitalisation, an agreement with the Company providing for:
 - (i) the issue to them, credited as fully paid up, of any such further Shares or debentures; or
 - (ii) the payment by the Company on their behalf of the amount or any part of the amount remaining unpaid on their existing Shares by the application of their respective proportions of the sum resolved to be capitalised,
- and any agreement made under the authority of **clause 85.3(b)** is effective and binding on all the Members concerned.

86 NOTICES - Service of notices

- 86.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution by:
- (a) serving it on the person;
 - (b) sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person; or
 - (c) if the notice is to a Member and the Member has no registered address, posting it on a notice board at the Office.
- 86.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- 86.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day after its despatch.
- 86.4 A notice posted on a notice board is taken to be served 24 hours after it is posted on the board.
- 86.5 A notice may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.
- 86.6 Every person who is entitled to a Share by operation of law and who is not registered as the holder of the Share is taken to receive any notice served in accordance with this clause on the person from whom it derives its title.
- 86.7 A Share certificate, cheque, warrant or other document may be delivered by the Company either personally or by sending it:
- (a) in the case of a Member who does not have a registered address in Australia, by airmail post; and
 - (b) in any other case, by ordinary post,

and is at the risk of the addressee as soon as it is given or posted.

- 86.8 A Member whose registered address is not in Australia may specify in writing an address in Australia as the Member's registered address within the meaning of this clause.
- 86.9 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 86.10 Subject to the *Corporations Act 2001* the signature to a written notice given by the Company may be written or printed.
- 86.11 All notices sent by post outside Australia must be sent by prepaid airmail post.

87 NOTICES - Persons entitled to notice

- 87.1 Notice of every general meeting must be given to:
- (a) every Member;
 - (b) every Director and Alternate Director; and
 - (c) any Auditor.
- 87.2 No other person is entitled to receive notice of a general meeting.

88 AUDIT AND ACCOUNTS - Company to keep accounts

- 88.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the *Corporations Act 2001*.
- 88.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the *Corporations Act 2001*.

89 WINDING UP

- 89.1 Nothing in this clause prejudices the rights of the holders of Shares issued on special terms and conditions.
- 89.2 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company:
- (a) divide among the Members in kind all or any of the Company's assets; and
 - (b) for that purpose, determine how he or she will carry out the division between the different classes of Members,
- but may not require a Member to accept any Shares or other securities in respect of which there is any liability.
- 89.3 The liquidator may, with the sanction of a special resolution of the Company, vest all or any of the Company's assets in a trustee on trusts determined by the liquidator for the benefit of the contributories.

90 PAYMENTS BY THE COMPANY - Indemnity and Insurance

- 90.1 To the extent permitted by law and to the extent that the officer is not indemnified by directors' and officers' liability insurance maintained by the Company, the Company indemnifies every person who is or has been an officer of the Company against any liability:
- (a) incurred by that person as such an officer to another person other than the Company or a related body corporate of the Company unless the liability arises out of conduct involving a lack of good faith; and
 - (b) for costs and expenses incurred by the person as such an officer:
 - (i) In defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the *Corporations Act 2001*.
- 90.2 The Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer or auditor of the Company against a liability:
- (a) incurred by the person as such an officer or auditor unless the liability arises out of conduct involving:
 - (i) a wilful breach of duty in relation to the Company; or
 - (ii) without limiting subparagraph (i), a contravention of section 182 or 183 of the *Corporations Act 2001*; or
 - (b) for costs and expenses incurred by the person as such an officer or auditor in defending proceedings, whether civil or criminal and whatever their outcome.
- 90.3 In this clause 90 'officer' means a Director, Secretary or executive officer of the Company.

SCHEDULE 1
SANCTUARY COVE COMMUNITY SERVICES LIMITED
ACN 119 669 322
GENERAL MEETING
PROXY FORM

The Secretary
SANCTUARY COVE COMMUNITY SERVICES LIMITED
(Address)

I/We (please print)
of (please print)

being a Member(s) of SANCTUARY COVE COMMUNITY SERVICES LIMITED appoint:

Name of Proxy

Address of Proxy

or, in his/her absence, the chairperson of the meeting as my/our proxy to vote on my/our behalf at the general meeting of SANCTUARY COVE COMMUNITY SERVICES LIMITED to be held on at am/pm and at any adjournment of that meeting.

If two proxies are being appointed, complete the following sentence: This proxy is authorised to exercise votes/.....% of my/our total voting rights.

Proxy instructions

To instruct your proxy how to vote, insert 'X' in the appropriate column against each item of business set out below. If you do not instruct your proxy how to vote on a resolution, your proxy may vote as he/she thinks fit or abstain from voting.

I/We instruct my/our proxy to vote as follows:

Resolution

For	Against	Abstain
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This proxy must be signed by each appointing Member or the Member's attorney. Proxies given by companies must be executed in accordance with section 127 of the Corporations Act 2001 or signed by an authorised officer or attorney.

Dated:

COMMON SEAL	SIGNATURE(S)	NAME(print)

This proxy and any power of attorney or other authority under which it is signed (or a certified copy) must be lodged at the registered office of SANCTUARY COVE COMMUNITY SERVICES LIMITED, [address] or by facsimile on no later than am/pm on, being not later than 48 hours before the meeting.

Notes:

1. A member who is entitled to vote at the meeting may appoint:
(a) one proxy if the Member is only entitled to one vote; or
(b) one or two proxies if the Member is entitled to more than one vote.
2. Where the Member appoints two proxies, the appointment may specify the proportion or number of votes that each proxy may exercise. If the appointment does not specify a proportion or number, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.
3. If you require an additional proxy form, the company will supply it on request.
4. A proxy need not be a Member of the company.

Circular resolution of members

Sanctuary Cove Community Services Limited ACN 119 669 322 (Company)

Every member of the Company is in favour of the following special resolutions:

1 Amendments to constitution

Resolution

- 1.1 That in accordance with section 136(2) of the *Corporations Act 2001*, the following modifications be made to the constitution of the Company.

Clause 3 – delete reference to dividends

- 1.2 Delete the reference to 'dividend' in clause 3.2(b)(ii).

Insert clause 3.3 – prohibition on issuing shares with dividend entitlements

- 1.3 Insert the following as a new clause 3.3:

'3.3 Notwithstanding anything contained in clause 3 of this Constitution, the Directors may not pay any dividends to the holders of shares.'

Deletion of clauses 78 through to 85 – removal of clauses relating to payments of dividends

- 1.4 Delete clauses 78 through to 85 and replace with a new clause 78.

'78. No dividends payable to Members

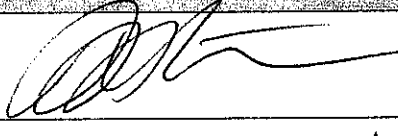
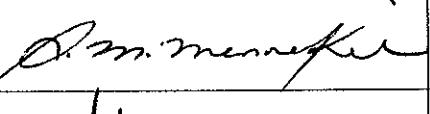
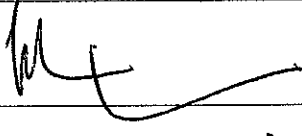
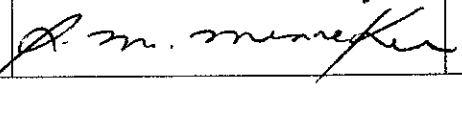
78.1 Notwithstanding anything contained in this Constitution, the Directors must not pay any dividends to Members or distribute any assets of the Company to Members, except in the manner contemplated in clause 89.'

2 Variation to class rights

Resolution

- 2.1 That pursuant to clause 10.1 of the Constitution, any variation to the rights attaching to ordinary shares issued in the Company which arises as a result of the modifications to the Constitution set out above be approved by the Sanctuary Cove Principal Body Corporate and the Sanctuary Cove Primary Thoroughfare Body Corporate as the sole holders of shares in the Company.

3 Signing

Name	Signature	Date Signed
Paul Anthony Whiteman Chairman – Sanctuary Cove Principal Body Corporate		7/10/08
Susan Margaret Minnekeer Secretary – Sanctuary Cove Principal Body Corporate		7/10/08
Geoffrey Earl Grady Chairman – Sanctuary Cove Primary Thoroughfare Body Corporate		9/10/08
Susan Margaret Minnekeer Secretary – Sanctuary Cove Primary Thoroughfare Body Corporate		7/10/08

SHAREHOLDERS AGREEMENT

Sanctuary Cove Community Services Limited ACN 119 669 322 (Company)
Sanctuary Cove Principal Body Corporate (PBC)
Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC)

**THIS SHAREHOLDERS AGREEMENT INCORPORATES
AMENDMENTS INTRODUCED BY WAY OF DEED OF VARIATION
DATED 26 APRIL 2016**

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PARTIES TO THE AGREEMENT

Date of this Agreement 4th day of November 2019

Company	Name	Sanctuary Cove Community Services Limited ACN 119 669 322
	Address	Office 6, Building 5, Masthead Way Sanctuary Cove, Queensland (SCCSL)
PBC	Name	Sanctuary Cove Principal Body Corporate
	Address	Masthead Way, Sanctuary Cove, Queensland (PBC)
PTBC	Name	Sanctuary Cove Primary Thoroughfare Body Corporate
	Address	Masthead Way, Sanctuary Cove, Queensland (PTBC)

RECITALS

- A. The PBC and PTBC are the two main bodies corporate administering the operation of the Resort under the *Sanctuary Cove Resort Act 1985 (Qld)*.
- B. The PBC and PTBC have established the Company for the purposes of being a holding company for the provision of Services to the Resort.
- C. PBC and PTBC are the sole shareholders of the Company.
- D. The Parties intend that this Agreement will govern their relationship in relation to the functioning and operation of the Company.
- E. This Shareholders Agreement replaces and supersedes a Shareholders Agreement dated 10 October 2006 as amended on or about 22 October 2007, 14 March 2008, 23 October 2009, 17 November 2010 and 26 April 2016 Deed of Variation.

OPERATIVE TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Annual Report means the financial report to be prepared by the Company in accordance with Division 1 of Part 2M.3 of the Corporations Act;

Associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act;

Board means the board of Directors of the Company;

Business Day means any day other than Saturdays, Sundays and public holidays at the Gold Coast;

Chairman means the chair of the Board from time to time;

Company means Sanctuary Cove Community Services Limited ACN 119 669 322;

Constitution means the constitution of the Company and as amended from time to time;

Corporations Act means *Corporations Act 2001* (Cth);

Director means a director for the time being of the Company;

Dispose means, in respect of any property, to assign, transfer, sell, novate, lease, grant an Encumbrance over or otherwise dispose of the property or any interest in the property;

Duties Act means the *Duties Act 2001* (Qld);

Encumbrance means an interest or power:

- (a) reserved in or over any interest in any asset including, without limitation, any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, and whether existing or agreed to be granted or created;

Event of Default means an event described in Clause 12.1;

Executives means such executive officer of the Company as engaged by the Company from time to time;

Financial Year means the financial year which shall be the same as financial year determined by the PBC in accordance with the Sanctuary Cove Resort Act;

Finance Sub-committee means the financial sub-committee reporting to the PBC.

Independent Director means a director who is not:

- (a) a member of the executive committee (as defined in Schedule 3 of the Sanctuary Cove Resort Act) of the PBC;
- (b) a member of the executive committee (as defined in Schedule 3 of the Sanctuary Cove Resort Act) of the PTBC;
- (c) a member's nominee of the PBC appointed pursuant to section 24 of the Sanctuary Cove Resort Act;
- (d) a member's nominee of the PTBC appointed pursuant to section 67 of the Sanctuary Cove Resort Act;
- (e) a member of the committee of a subsidiary body corporate (as defined in Schedule 9 of the Sanctuary Cove Resort Act);
- (f) an occupier of a lot which forms part of the PBC, PTBC or a subsidiary body corporate (as defined in Schedule 9 of the Sanctuary Cove Resort Act), who is not also a registered owner of that lot; or
- (g) an:
 - (i) Associate (as defined in this Shareholders Agreement); or
 - (ii) a person who is "associated with" (as that expression is used in Section 104D of the Sanctuary Cove Resort Act) a person listed above in paragraphs (a) to (f) above.

Law means any statute, subordinate legislation, rule, regulation, proclamation, order in council, ordinance, local law or by-law, whether:

- (a) present or future; or
- (b) State, federal or otherwise,

including but not limited to, the Sanctuary Cove Resort Act, as amended from time to time.

Majority Vote means a vote or resolution of the Board passed by greater than 50% of the Directors present and entitled to vote on the particular resolution subject to the provisions of the Corporations Act;

Party means a party to this Agreement who has executed this Agreement as well as any other person that becomes a party to this Agreement from time to time;

Related Body Corporate has the meaning given in the Corporations Act;

Resort means the mixed-use resort development at Hope Island, Queensland known as Sanctuary Cove Resort established under the Sanctuary Cove Resort Act.

Respective Proportion in relation to a Shareholder means the proportion that the Shares held or beneficially owned by that Shareholder bears to the total number of all of the issued Shares from time to time;

Sanctuary Cove Resort Act means the *Sanctuary Cove Resort Act 1985* (Qld);

Services means Services necessary or desirable for the proper administration and operation of the Resort including, without limitation, services with respect to security, administration, asset management, landscaping, communications, provision of utilities, waste management maintenance, community affairs, dispute resolution, coordinating formal communications between stakeholders, coordination and negotiations with various services providers, stakeholders and authorities and other ancillary service as may be necessary from time to time.

Share means a share in the Company;

Shareholder means the holder of at least one Shares who is a party to this Agreement;

Shareholders' Directors means any one or more of the Directors appointed by any one or more shareholder in accordance with Clause 5.6;

Special Resolution means:

- (a) in respect of a resolution of the Board, a resolution that must be passed by greater than 75% of the total number of votes cast by Directors entitled to vote at the relevant Board meeting; and
- (b) in respect of a resolution of the Shareholders, a resolution that must be passed by greater than 75% of the total number of votes cast by Shareholders entitled to vote at the relevant Shareholders' meeting.

Subsidiary has the meaning given in Division 6 of Part 1.2 of the Corporations Act;

Unanimous Vote means a vote or resolution passed by:

- (a) in the case of a resolution or vote of Shareholders, all Shareholders; and
- (b) in the case of a resolution of the Board, all Directors present at a duly constituted meeting of the Board subject to the provisions of the Corporations Act.

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation, an association, joint venture, an unincorporated body, partnership, government or local authority or agency or other entity;
- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) a reference to time is to Brisbane, Australian time;
- (d) a reference to a Party is to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (e) the singular includes the plural and vice versa;

- (f) a reference to any gender includes a reference to all other genders;
- (g) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally;
- (j) if an act required to be done under this Agreement on or by a given day is done after 5.00pm on that day, it is taken to be done on the following day; and
- (k) a reference to a recital, Clause, paragraph, schedule or annexure is to a recital, Clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure.

1.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

1.4 Weekends and Holidays

Where any act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.

1.5 Inclusive expressions

Specifying anything in this Agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

2. GOOD FAITH

2.1 The Shareholders agree to facilitate the Company conducting economic and effective Services for the Resort by:

- (a) being just and faithful and provide full information to each other and to the Board in relation to the provision of the Services;
- (b) doing or causing to be done, or not doing or causing to be done, as the case may be, all things reasonably necessary to carry out this Agreement including causing their nominees to the Board to carry out this Agreement; and
- (c) not unreasonably delaying any action, approval, direction, determination or decision required under this Agreement.

2.2 The Company must not perform any act, nor make any omission which if done by either the PBC or the PTBC would constitute a breach by them of this Shareholders Agreement.

3. SHAREHOLDING

3.1 The total issued capital of the Company is one thousand (1,000) ordinary shares, and as at the date of this Agreement, the Shares are held in the following manner:

Shareholder	No of Shares	Respective Proportion
PBC	500 ordinary shares	50%
PTBC	500 ordinary shares	50%
Total	1000 ordinary shares	100%

4. FUNDING OF THE COMPANY

- 4.1 The Shareholders acknowledge that the sole purpose of the Company is to facilitate the provision of the Services on a cost recovery basis.
- 4.2 To the extent permitted by Law, Shareholders shall contribute to the funding of the Company in their Respective Proportion from time to time to the extent necessary for the Company to meet the costs incurred in the delivery of the Services.
- 4.3 The Company will incur costs in accordance with the budgets and expenditure levels approved by the Shareholders from time to time.

5. BOARD OF DIRECTORS OF THE COMPANY AND SUBSIDIARIES MEETINGS

- 5.1 Each Director is entitled to cast one vote and decisions of the Board not specified as requiring a Unanimous Vote are required to be made by way of a Majority Vote, and in the event of a deadlock, the decision will be determined by a casting vote of the Chairman.
- 5.2 The Parties agree that:
 - (a) no more than 10 meetings of the Board will take place each Financial Year unless otherwise agreed by the Shareholders by Unanimous Vote or the circumstances of the Company require additional meetings;
 - (b) any additional Board meetings referred to in Clause 5.2(a) must be convened at the written request of any Director;
 - (c) meetings of the Board, other than those conducted as described in Clause 5.2(d), will be located at Sanctuary Cove, or such other place determined by the Board;
 - (d) Board meetings may be conducted by telephone conference, video conference or any similar means of audio or audio-visual communication;
 - (e) at least 2 Business Days prior, written notice of Board meetings together with an agenda and all material working papers must be given to all Directors, unless otherwise agreed by Majority Vote;
 - (f) the agenda for Board meetings must be determined by the Chairman (or in their absence, by the Secretary of the Board as appointed from time to time), except for a Board meeting convened at the request of a Director where the agenda may be determined by that Director;
 - (g) no matter of which notice was not given in the agenda for a Board meeting can, unless otherwise agreed by Majority Vote, be considered by the Board to be passed as a resolution at that meeting; and
 - (h) the Board may meet from time to time without the attendance of Executives.

- 5.3 A quorum for meetings of the Board will be constituted by the attendance (in person or by alternate director appointed in accordance with Clause 5.13) of 2 Directors, provided that at least one Director appointed by PBC and at least one Director appointed by PTBC are present.
- 5.4 If a quorum is not present within 30 minutes of the time specified for a meeting of the Board, the meeting will be adjourned to a date and time 7 days after the original time of the meeting and at the same place as the original meeting by written notice to all Directors.
- 5.5 The Parties agree that, unless otherwise agreed in writing by the Shareholders, the Board of the Company and the board of each Subsidiary will not exceed 5 Directors comprising:
- (a) 2 Directors appointed by PBC, one of which may be, however is not required to be, the existing chairman of the PBC; and
 - (b) 2 Directors appointed by PTBC, one of which may be, however is not required to be, the PTBC chairman;
and may include:
 - (c) not more than one 1 Independent Director who has been appointed in accordance with Clause 5.7(a).
- 5.6 For the purposes of Clause 5.5, the Shareholders agree that:
- (a) subject to this Clause 5.6, each Shareholder has the right to appoint 2 Directors to the Board;
 - (b) a Shareholder exercising its right to appoint a Director under Clause 5.6(a) must do so by giving notice in writing to the Company and each other Shareholder of the director nominee (**Director Nominee**) and a detailed resume of the Director Nominee, not less than 4 weeks prior to the intended commencement of the Director Nominee as Director (**Notice of Appointment**); and
 - (c) within 3 weeks of receipt of the Notice of Appointment, the non-appointing Shareholder may object to the appointment of the Director Nominee by notice in writing to the appointing Shareholder (**Objection Notice**);
 - (d) the Objection Notice must set out specific bona fide reasons for the objection;
 - (e) on receipt of a valid Objection Notice, the appointing Shareholder must use its best endeavours to make an alternative director nomination;
 - (f) if there is a dispute in relation to the objection of the Shareholder to a Director Nominee in accordance with Clause 5.6(d) (**Nomination Dispute**), the matter will be dealt with in accordance with Clause 18 of this Agreement;
 - (g) each Party acknowledges that a Director appointed by a Shareholder is the nominee of that Shareholder.
- 5.7 The Shareholders agree that:
- (a) the Shareholders may, but are not obliged to, appoint one Independent Director to the Board by way of Majority Vote, and they may accordingly remove, or remove and replace, that Independent Director; and
 - (b) the remuneration of an Independent Director is to be determined by resolution of the Shareholders in consultation with the Directors but excluding the Independent Director;

- (c) the remuneration of an Independent Director may be determined by reference to the performance criteria and standards normally applied to a Director serving on a board of a similar not for profit organisation, taking into account similarity of range of skills, position requirements and time commitments for board service, and will not be determined solely by reference to hours spent on company work by the Independent Director PROVIDED THAT the Shareholders' decision about the amount of remuneration will be final; and
 - (d) the appointment of the chairman of the board is entirely at the Shareholders' Directors' discretion and an Independent Director is not automatically also appointed to be the chairman of the board.
- 5.8 Upon satisfying the requirements of the Corporations Act in relation to the consent and eligibility of directors, and subject to Clauses 5.6 and 5.11, a Director Nominee named in a Notice of Appointment becomes a Director on the commencement date identified in the Notice of Appointment for a term of not more than 2 years.
- 5.9 Subject to Clauses 5.10 and 5.11, upon conclusion of 2 years as a Director, each Director must retire and is eligible for re-election or re-nomination.
- 5.10 The Shareholders agree that:
 - (a) only one-half, or the nearest whole number to one-half not exceeding one-half, of the Directors may retire in any Financial Year PROVIDED THAT, subject to Clause 5.11, no Director may retain office for more than 2 years;
 - (b) where 2 or more Directors who have been in office an equal length of time are due to retire in the same Financial Year, the Director or Directors to retire will, failing agreement between them, be determined by lot in any manner determined by the Chairman.
- 5.11 The Parties agree that a Director nominated by each Shareholder who also holds the position of Chairman of the respective Shareholder is entitled to hold office as a Director of the Company only for so long as they remain Chairman of the Shareholder notwithstanding anything to the contrary in this Agreement.
- 5.12 Subject to Clause 5.15, each Director may, with the approval of a Majority Vote of the Board, appoint an alternate Director (**Alternate Director**) for a period determined by that Director or until the happening of a specified event or from time to time, where by absence or illness or for any other reason the Director is unable to attend to the Director's duties. The following provisions shall apply to any such Alternate Director:
 - (a) subject to this Agreement, the Alternate Director is entitled to receive notice of meetings of the Directors and to attend and vote at meetings of Directors if the Director by whom the Alternate Director was appointed is not present;
 - (b) where the Alternate Director is already a Director, the Alternate Director shall have a separate vote on behalf of the Director the Alternate Director is representing in addition to the Alternate Director's own vote as a Director;
 - (c) the Alternate Director is entitled to exercise all the powers (except the power to appoint an Alternate Director) and to perform all the duties of a Director, insofar as the Director by whom the Alternate Director was appointed has not exercised or performed them;

- (d) the Alternate Director shall vacate office as Alternate Director if the Director by whom the Alternate Director was appointed is removed or otherwise ceases to hold office for any reason;
 - (e) the Alternate Director shall, while acting as an Alternate Director, be responsible to the Company for the Alternate Director's own acts and defaults and shall not be deemed to be the agent of the Director by whom the Alternate Director was appointed;
 - (f) the Alternate Director is not entitled to receive any remuneration from the Company as a Director except for special services which in the opinion of the Directors are outside the range of the ordinary duties of a Director;
 - (g) the Alternate Director shall not be counted in determining the number of Directors but shall, if the Director by whom the Alternative Director was appointed is not present, be counted for the purpose of determining whether a quorum is present under Clause 5.3; and
 - (h) the Alternate Director may be removed or suspended from office by written notice, letter, facsimile, or other form of visible communication sent to the Company by the Director by whom the Alternate Director was appointed.
- 5.13 The Chairman of the Board shall be elected by Majority Vote of the Shareholders' Directors and in accordance with Clause 5.7.
- 5.14 Unless the Shareholders otherwise determine by Unanimous Vote:
- (a) Directors (other than an Independent Director), will not be paid any remuneration; and
 - (b) Directors (other than an Independent Director) will not be reimbursed for expenses incurred by them in attending meetings.
- 5.15 A Director or Alternate Director who is absent for more than 3 consecutive meetings of the Board without the consent of the Board must resign from the Board.
- 5.16 The Board will provide an Annual Report of its activities to Shareholders within 4 months of Financial Year end.

6. SHAREHOLDERS MEETINGS

- 6.1 In addition to any rights pursuant to the Corporations Act or the Constitution, each of the Shareholders will be entitled to appoint a representative to attend meetings of Shareholders of the Company in their place and to remove or replace such representative.
- The initial representatives of the Shareholders are:
- | | |
|------|---|
| PBC | The Chairman of the PBC or such other person as nominated by the PBC from time to time; and |
| PTBC | The Chairman of the PTBC or such other person as nominated by the PTBC from time to time. |
- 6.2 In the event of a deadlock, the issue which is the subject of the deadlock will be submitted to dispute resolution in accordance with the provisions of Clause 18.
- 6.3 A quorum for meetings of Shareholders will be constituted by the attendance (in person or by representative) of at least one representative of each of PBC and PTBC

- 6.4 If a quorum is not present within 30 minutes of the time specified for a meeting of Shareholder, the meeting will be adjourned to a date and time 7 days after the original time of the meeting and at the same place as the original meeting by written notice to all Shareholders.

7. DECISION MAKING

- 7.1 Except as otherwise specified in this Agreement, the Constitution of the Company or the Corporations Act, the Board will have full power to direct the activities of the Company.
- 7.2 Each party acknowledges that a Director appointed by a Shareholder is the nominee of that Shareholder.
- 7.3 A Director appointed by a Shareholder may do each of the following, provided that in doing so a person in the position of that Director acting reasonably and honestly could form the view that he or she was acting in good faith and in the best interests of the Company as a whole:
- (a) have regard to, and represent the interests of, the Shareholder; and
 - (b) act on the wishes of the Shareholder in performing any of his or her Director's duties or exercising any power, right or discretion as a Director.

8. MANAGEMENT

- 8.1 Subject to Clauses 7 and Clause 8.2, the management of the Services on a day to day basis will be undertaken by an Executive of the Company which will report and be responsible to the Board for the provision of the Services.
- 8.2 Only management personnel authorised under the Company's purchasing and other policies including Shareholder policies may enter into contracts for day to day management purposes to provide the Services.
- 8.3 No member of the Board will have the authority to enter into contracts on behalf of the Company without the prior written approval of the Board.
- 8.4 None of the Shareholders may, without the consent and approval of the other Shareholders in writing:
- (a) give any credit or lend any money on behalf of the Company to any person, firm, company or entity other than in the ordinary course of business conducted in a normal and proper manner;
 - (b) guarantee, become bailee, surety or security for any person, firm, company or entity or do or knowingly suffer to be done anything whereby the business or property of the Company may be endangered, attached or taken in execution;
 - (c) incur any liabilities on behalf of the Company or employ any of the money or the effects of the Company other than in the ordinary course of business conducted in a normal and proper manner.

9. ACCOUNTS AND AUDIT

- 9.1 The Directors must ensure that the accounts, records and accounting information of the Company:
- (a) are maintained in accordance with the Corporations Act and all other applicable laws;
 - (b) are audited annually by the Company's auditor;

- (c) give a true and fair view of its state of affairs and the result of the Company's operations, at the date, and for the period ending on the date, to which those statements are prepared; and
- (d) comply with all accepted accounting principles, procedures and practices in Australia, consistently applied.

9.2 Each Shareholder is entitled to full access during normal business hours and at its own cost to inspect all the books, accounts and records of the Company. Access may be exercised through an employee of, consultant or adviser to, the Shareholder, subject to the requirements of confidentiality set out in Clause 34 for bona fide / good faith purposes.

9.3 The Shareholders agree that the Finance Sub-committee established by the PBC and PTBC shall review the financial reports of the Company and its subsidiaries on a monthly basis and report to the Shareholders and the Board on a monthly basis.

10. TRANSFER OF SHARES

10.1 A Shareholder must not Dispose of any legal or beneficial interest in its Shares except with the written approval of all other Shareholders.

10.2 The Directors of the Company must not register a transfer of legal or beneficial interest in the Shares except in accordance with this Agreement.

10.3 The Company must not permit the registration of a transfer of legal or beneficial interest in the Shares except in accordance with this Agreement.

11. TERMINATION

11.1 This Agreement will terminate:

- (a) by mutual agreement of the Shareholders;
- (b) in respect of a Shareholder when it does not hold any Shares; or
- (c) if the Company is wound up by resolution of Shareholders or an order of a Court.

11.2 Termination of this Agreement under Clause 11.1 will be without prejudice to any accrued rights of the parties.

11.3 Each party agrees that after termination of this Agreement, the obligations under clauses , 21, 22 and 34 will remain in force.

12. DEFAULT

12.1 An Event of Default occurs in relation to a Party if:

- (a) the Party breaches any provision of this Agreement; and
 - i. does not remedy that breach within 30 days after receiving a notice of that breach from another Party requesting that the breach be remedied; or
 - ii. the breach is incapable of being remedied; or
- (b) the Party has:
 - i. a receiver appointed over its assets or undertaking or any part of them;
 - 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 Party has been extinguished or otherwise ceases to exist.

12.2 Clause 12.1 is in addition to and not to the exclusion of any other rights or remedies that the other Party may have against a Defaulting Party (as referred to in Clause 16.1).

13. CONFLICT WITH CONSTITUTION

If there is any conflict between the provision of this Agreement and the Constitution of the Company, to the extent permitted by law the provisions of this Agreement prevail. On receipt of a written request from any Party, all Parties must take all necessary steps to amend any inconsistency in the Constitution of the Company.

14. RELATIONSHIP

14.1 This Agreement does not create a relationship of employment, agency or partnership between the Parties.

14.2 The Parties acknowledge and agree that each of them is an independent contracting party and that none of them has any authority or power for or on behalf of the other parties to enter into any contracts, to pledge any credit, to incur any liabilities, to assume any obligations or to make any warranties or representations whatever other than in accordance with the terms of this Agreement and the Constitution.

15. FURTHER ACTION

15.1 Subject to the requirements of the Sanctuary Cove Resort Act, each Party must:

- (a) use reasonable efforts to sign, execute and deliver (or cause to be 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.

15.2 No Party will do anything which might prevent full effect being given to this Agreement.

16. RIGHTS ON DEFAULT

16.1 If any Event of Default occurs in relation to a Party (**Defaulting Party**), any of the other Parties (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.

16.2 Where this Agreement is terminated or affirmed in accordance with this Clause 16.1, that termination or affirmation will be without prejudice to any other rights the Non-Defaulting Party may have against the Defaulting Party.

17. WAIVER

- 17.1 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.
- 17.2 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.

18. DISPUTE RESOLUTION

- 18.1 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 18.
- 18.2 A Party claiming that a Dispute has arisen must notify each other Party of the Dispute in writing (**the Dispute Notice**).
- 18.3 During the 30 Business Day period after the Dispute Notice is given, or taken to be received, under Clause 22, 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.
- 18.4 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 2 Business 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 10 Business Days after it is referred to the Mediator (**the Mediation Period**).
- 18.5 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 2 Business 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.
- 18.6 Despite Clause 18.4, any Disputant may decline the mediation and request that the Dispute be referred directly to arbitration in terms of Clause 18.5.
- 18.7 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* (Qld).
- 18.8 Each Disputant (excluding the Company) will bear its own costs in preparation for and participation in mediation in terms of Clause 18.4. 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. The Shareholders must in all circumstances, jointly meet the costs of the Company in connection with any dispute, litigation,

mediation, arbitration or winding up process including without limitation its legal costs on a full indemnity basis.

- 18.9 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.
- 18.10 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.
- 18.11 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 and Group Titles Act (Qld) 1980*.

19. FORCE MAJEURE

- 19.1 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.
- 19.2 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.

20. COSTS

- 20.1 The Shareholders will bear and be responsible for the entire costs (including legal costs) for the preparation, execution, completion and carrying into effect of this Agreement.
- 20.2 The Shareholders will bear and be responsible for all stamp duty on or in respect of:
- (a) this Agreement; and
 - (b) any instrument or transaction contemplated by this Agreement.
- 20.3 The costs of the governance, management and eventual dissolution or winding up of the Company will be borne by the Shareholders in accordance with clause 4.2.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement is governed by and is to be construed in accordance with the law applicable to Queensland.
- 21.2 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.

22. NOTICE

- 22.1 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 Company:
 - Address: Masthead Way, Sanctuary Cove
 - Facsimile: 07 5500 3333

Email: enquiries@scove.com.au

ii. if to PBC:

Address: Masthead Way, Sanctuary Cove

Facsimile: 07 5500 3333

Email: pbc@scove.com.au

iii. if to PTBC

Address: Masthead Way, Sanctuary Cove

Facsimile: 07 5500 3333

Email: ptbc@scove.com.au

- (b) Hand delivered or sent by prepaid registered post or facsimile or electronic mail to that address or such other address or facsimile number or email address as the Party may have notified in writing to the other Party or Parties.

22.2 A notice given in accordance with Clause 21.1 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, 4 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 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;
- (d) if sent by electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee.

22.3 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; and
- (b) in the case of an individual, it is signed by that individual or their attorney or lawyer.

22.4 The provisions of this clause are in addition to any other mode of service permitted by law.

22.5 In this clause "notice" includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorized to be given under or pursuant to a provision of this Agreement.

22.6 In this clause "Business Hours" means from 9.00am to 5.00pm on a Business Day.

23. IMPLIED PROVISIONS INCONSISTENT WITH EXPRESS PROVISIONS

Any provisions which may be implied in this Agreement by law which are inconsistent with the express provisions of this Agreement will, be modified to the extent of the inconsistency so as to conform to the express provisions.

24. ACT OR OMISSION

24.1 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 anyone 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 any employee (whether or not acting within the scope of their employment) agent, contractor, or invitee of the Party.

24.2 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.

25. JOINT AND SEVERAL LIABILITY

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.

26. SEVERABILITY

26.1 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.

26.2 Where, despite Clause 26.1, a provision of this Agreement is still invalid or voidable:

- (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.

26.3 The Parties acknowledge that they have executed this Agreement in good faith in order to administer and manage the process and provision of Services between the Company and the Shareholders. If this Agreement is deficient in some manner and that deficiency hinders the delivery of the Services the Parties will do all things necessary to perfect this Agreement in order to give effect to the intent of the Parties as at the date of this Agreement.

27. ALTERATION

This Agreement may be altered only in writing signed by each Party.

28. WARRANTY OF AUTHORITY

28.1 Each Party signing this Agreement:

- (a) as an 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.

28.2 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.

29. ENFORCEABILITY

The provisions of this Agreement constitute legally binding relations between the Parties.

30. PLEADED IN BAR

This Agreement may be pleaded as a Bar to any proceedings taken by any Party against another Party or Parties in respect of the subject matter of this Agreement or any aspect of that subject matter.

31. COUNTERPARTS

This Agreement may be executed in original form and/or by facsimile or email 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.

32. REMEDIES CUMULATIVE

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

33. TIME OF THE ESSENCE

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

34. CONFIDENTIALITY

34.1 The Parties individually covenant and agree with each other as follows:

- (a) at all times keep absolutely secret and confidential and not to disclose, directly or indirectly, either during or after the operation of this Agreement, 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) at all times keep each Party's confidential information safe and secure so as to prevent unauthorized access or disclosure to the extent possible;
- (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 purpose 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 third party executes a confidentiality deed on the same terms as this Clause 34;
- (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 unauthorized access to, disclosure or retention of the confidential information; and
- (h) to ensure that each Party's officers, employees, agents and consultants observe and adhere to these covenants with respect to the confidential information.

34.2 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 unauthorized disclosure by the other Party to any person of the confidential information.

34.3 Nothing in this Agreement shall prohibit each Party from acting in accordance with the lawful direction or consent given by the other Parties.

34.4 The provisions of this Clause 34 survive the termination of this Agreement and endure for the benefit of the Party entitled to the protection afforded by the provisions of this Clause 34 thereafter.

34.5 At all times, the operation of this clause is subject to the operation of the *Sanctuary Cove Resort Act (Qld)* 1985 and the *Building Units and Group Titles Act (Qld)* 1980.

35. ENTIRE AGREEMENT

35.1 This Agreement and the Constitution of the Company taken together constitutes the entire agreement on the subject matter between the Parties.

35.2 This Agreement supersedes and replaces all previous Shareholder Agreements between the parties including the Shareholders Agreement dated 10 October 2006 as amended on or about 22 October 2007, 14 March 2008, 23 October 2009, 17 November 2010 and 26 April 2016 Deed of Variation.

36. SUBSIDIARY COMPANIES

36.1 The Shareholders agree that the Company shall serve as the entity to oversee the provision and administration of the Services to the Resort and the holding company for the assets required to provide the Services to the Resort and that individual Services may be provided by way of separate and specific Subsidiary established for each Service.

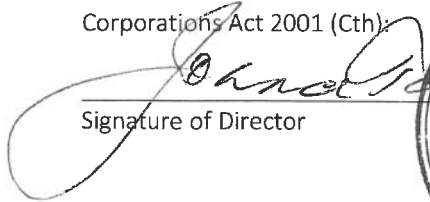
36.2 The Parties agree that for each wholly owned Subsidiary, the Shareholders shall be bound to the same terms and condition as this Agreement in relation to the functioning and management of each such Subsidiary company to the Company, unless a separate shareholders agreement has been entered into between the parties in relation to that Subsidiary.

36.3 All assets required for the delivery of the Services will be held by the Company and provided to or made available for use by the relevant Subsidiary for the purposes of that Subsidiary providing its Services.

SIGNING PAGE

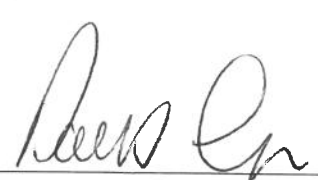
EXECUTED as an Agreement.

SIGNED by Sanctuary Cove Community
Services Limited ACN 119 669 322 in
Accordance with section 127 of the
Corporations Act 2001 (Cth):


Signature of Director



JOHN TAYLOR
Name (print)


Signature of Director/Secretary
(Please delete as applicable)


Dale R. St. George
Name (print)

THE COMMON SEAL of Sanctuary Cove
Principal Body Corporate was hereunto
affixed in accordance with its constitution in
the presence of:


Signature of Chair

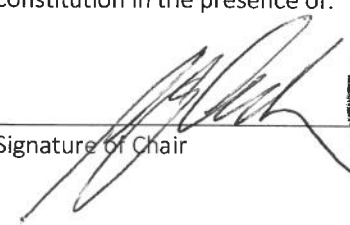


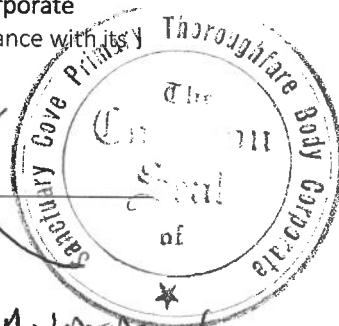
JOHN TAYLOR
Name (print)


Signature of Secretary
(Please delete as applicable)


Dale R St. George
Name (print)

THE COMMON SEAL of Sanctuary Cove
Primary Thoroughfare Body Corporate
was hereunto affixed in accordance with its
constitution in the presence of:


Signature of Chair



STEPHEN JOHN ANDERSON
Name (print)


Signature of Secretary
(Please delete as applicable)

Dale R St George
Name (print)

From: [stuart](#)
To: [HUGH MARTIN](#); [Derek Glinka](#)
Cc: [Jodie Syrett](#)
Subject: RE: Minutes of the PBC June EGM
Date: Tuesday, 15 July 2025 12:35:03 PM

This sender is trusted.

Dear Hugh

Thanks for your email. I'll include this and my responses below in Correspondence for Action at the July EGM

1 Solar Panels.

These panels were installed on the instruction of BCS - The panels were requested by Security because during a recent severe weather event their 2-way communications went down due to a loss of power causing a serious concern for the wellbeing of residents. The solar panels were subsequently installed. Unfortunately, PBC approval was not sought before proceeding. Cassie McAuliffe has brought this to the attention of the PBC seeking further direction.

The panels are non-compliant in their installation - The DCBLs and the RZABLs do not have jurisdiction over the Secondary Thoroughfare where the panels are located. The Secondary Thoroughfare By-Laws don't appear to encompass structures of this nature either. What development control are the panels contravening?

The panels are an eyesore – Yes, the panels are not attractive but there may be ways to soften their appearance or conceal them from view. I have just returned from a holiday. I have arranged a site visit to consider options as was mentioned at our last EGM.

This is the same BCS that monitors residents for breaches of planning and has teams rotating through the residential area on the lookout for non-compliance. The performance of BCS is not acceptable - On behalf of the PBC, the BCS compliance team conducts regular surveillance for breaches of the DCBLs and the RZABLs only. These by-laws do not encompass structures within the Secondary Thoroughfare, so my view is that this is not an issue related to the performance of the BCS compliance team.

2 The Toilet Block.

There have been various additions made to the rear of this building which allow only 500mm of space between the rear wall of the building and the resident's wall. The roof of the building extends to within 600mm of the resident's wall. It appears to me that the whole building is non-compliant and change is required - As mentioned above, the DCBLs do not apply to this building. However, if they did it must be pointed out that under the DCBLs, for a Conventional Lot a garage may be permitted much closer than 600mm from a side boundary and for a Controlled Aspect Lot an external wall of a house can be located on a side boundary. Your

assertion that the whole building is non-complaint appears incorrect.

Residents have highlighted the additional problems of –

- *smell – restricting access into the building and extra vigilance with the cleaning may alleviate this problem.*
- *being a gathering place for young folk in the evenings – additional surveillance can be undertaken by Security. Between what ours is this misbehaviour taking place?*
- *the toilet being used mainly by “tradies” – the doors into the building could have card-reader locks installed that only permit access to the holder of a resident’s card. Residents can be informed of this and a sign posted on the building as well.*

The security requirements may be better positioned in parts of Edgecliff Drive where there are suitable areas and the toilet block which is mainly used by "tradies" is not ideal adjacent to a children’s play area and may be a potential future problem – When using this playground with my grandchildren, I can verify that the toilet facility is used as intended by the youngsters and adults plus there are BBQ facilities for residents which would normally be supported by a this facility. It would therefore seem appropriate for the building to remain. It may be better to manage the issues you have mentioned rather spending money relocating the aerial, the solar panels and the associated equipment elsewhere and demolishing a public facility that does get used for its intended purpose.

Kind Regards
Stuart Shakespeare
PBC Chairman

From: Hugh Martin
Sent: Thursday, 10 July 2025 3:18 PM
To: Stuart Shakespeare ; Derek Glinka
Cc: Jodie Syrett <jodie.syrett@scove.com.au>
Subject: Minutes of the PBC June EGM

Dear Stuart,

The minutes of the above refer to the withdrawal of Motion 6 which was the Approval of Solar Panels on the roof of the Jabiru Park toilet block. The minutes state that you will present another solution at the July EGM.

I wish to draw your attention to the following:

1 Solar Panels.

These panels were installed on the instruction of BCS and are non compliant in their installation as well as being an obvious eyesore. This is the same BCS that

monitors residents for breaches of planning and has teams rotating through the residential area on the look out for non compliance. The performance of BCS is not acceptable.

2 The Toilet Block.

There have been various additions made to the rear of this building which allow only 500mm of space between the rear wall of the building and the resident's wall. The roof of the building extends to within 600mm of the resident's wall.

It appears to me that the whole building is non compliant and change is required. Residents have highlighted the additional problems of smell and that it acts as a gathering place for young folk in the evenings.

I have no idea what your thinking may be in terms of a solution however the problem is not as simple as reconfiguring a few solar panels. The security requirements may be better positioned in parts of Edgecliff Drive where there are suitable areas and the toilet block which is mainly used by "tradies" is not ideal adjacent to a childrens play area and may be a potential future problem.

I am raising these points in case you were not aware and I look forward to a solution that takes account of the current standards and needs of residents.

With Kind Regards,
Hugh Martin.

Following approval to proceed with the project, the joint Task Force/Contracts Sub Committee held a session to review the draft Request for Quotation (RFQ) and Project Deliverables documentation. Input from the resident volunteers was particularly valuable in refining and enhancing the scope detail

RFQs were subsequently issued on 1 July to four (4) consultants who had responded to the earlier Expression of Interest (EOI) process. During the week commencing 7 July, each consultant was invited to meet with the Task Force and Security team to discuss the RFQ in greater detail. These sessions provided an opportunity to clarify expectations, address any queries, and support the consultants in developing a deeper understanding of the task at hand. Several consultants submitted written questions ahead of the meetings, which were addressed during the face-to-face discussions.

The Task Force was of the view that all four consultants demonstrated the capability to successfully deliver on the requirements of the engagement.

Following the meetings, a comprehensive data package was prepared by the Facilities and Security Services teams. This package, along with a Confidentiality Deed agreement, was provided to all candidate consultants. A one-week extension was granted to all participants, with the revised closing date for RFQ submissions now set for 25 July.

At close of business Wednesday 23rd July, one (1) candidate has withdrawn from the RFQ process.

This process has, by necessity, been time-intensive due to the Task Force's strong focus on engaging the most suitable consultant and ensuring the scope of works is clear, well-structured, and comprehensive. All candidates have confirmed their ability to meet the proposed project delivery timeline.

Next Steps

Over the coming weeks, RFT responses will be received and evaluated. Where required, clarifications will be sought through further discussions with the candidates. A formal recommendation, along with a funding request, will then be prepared for consideration at the August PBC EGM meeting.

Shaun Clarke | Chair

Contracts Sub Committee/FTTH Project Task Force

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 Principal, 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 PRINCIPAL

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.