



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

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 28 August 2025 at 12:30 PM**

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

INDEX OF DOCUMENTS

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

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

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

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
--

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 28 August 2025 at 12:30 PM**

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

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status
4. Recording of the meeting
5. Motions
 - 5.1 Approval of Previous General Meeting Minutes held on 7 August 2025
 - 5.2 Approval of PTBC Administrative Fund Budget and Contributions Year Ending 31 October 2026
 - 5.3 Approval of PTBC Sinking Fund Budget and Contributions Year Ending 31 October 2026
 - 5.4 Approval of engagement and expenditure of NTS Group for emergency repair of 300 mm C-Class irrigation supply line at Serenity Boulevard
 - 5.5 Approval of engagement and expenditure of Plant Management for the watering program of turf reinstatement at Serenity Boulevard
 - 5.6 Approval of engagement and expenditure of Instrada for inspection of Entry Boulevard and Pines Bridges
 - 5.7 Approval of engagement and expenditure of Biodiversity Australia for amendment and submission of Sanctuary Cove PMP
 - 5.8 Approval of expenditure for stormwater pit and surrounds on Entry Boulevard
 - 5.9 Approval to pay Land Tax Invoice from the QLD Revenue Office for the assessment notice 2025-2026
 - 5.10 Approval for legal advice on Administration and Facilities Agreement
 - 5.11 Engagement of lawyer to advise on draft Recycled Water Customer Schedule with City of Gold Coast and Deed of Supply of Water with SCGCC
 - 5.12 Agreement to amend Shareholders Agreement
 - 5.13 Approval of engagement and expenditure of Kevin Holt Consulting to complete the lodgement of Easement Documentation with Titles Qld
 - 5.14 Approval to engage Origin Energy to supply electricity services for a term of 3 years and SME Multiple Site Electricity Agreement for 2 years

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	6/08/2025	Rose Litigation	PTBC	Cease & Desist - Corella Management
2.	14/08/2025	SCCSL MBC	Rose Litigation	Response to Cease & Desist
3.	15/08/2025	SCCSL Directors	PTBC Chairperson	Update on Company Governance Review

Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	19/08/2025	Deputy Premier - Hon Jarrod Bleijie	PTBC Chairperson	Transfer of Lot 7 SP186788 - for signing
2.	20/08/2025	MSCD	PTBC Chairperson	Transfer of Lot 38 SP320263 minutes for signing

8. Business Arising

8.1 Engeny presentation from 12:30pm on Teams

9. General Business

10. Closure of Meeting

11. Next Meeting on 30th October 2025

GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

INTERPRETATIONS

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

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

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

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

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

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

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

APPOINTMENT OF PROXY

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

VOTING PAPER

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

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

Date and time of meeting: Thursday 28 August 2025 at 12:30 PM

Instructions

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

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Approval of Previous General Meeting Minutes - 7th August 2025 (Agenda Item 5.1)	Ordinary Resolution
---	---	---------------------

Statutory Motion Submitted by Committee

THAT the Minutes of the PTBC Extraordinary General Meeting held on 7th August 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2	Approval of PTBC Administrative Fund Budget and Contributions Year Ending 31 October 2026 (Agenda Item 5.2)	Ordinary Resolution
----------	--	----------------------------

Submitted by Committee

THAT the Sanctuary Cove Primary Thoroughfare Body Corporate's administrative fund budget for the financial year ending 31 October 2026 totalling \$1,618,400.00 (excluding GST) be approved and the administrative fund contribution be determined at the rate of \$418.88 per voting entitlement (including GST), with contributions to be levied in 4 instalments as follows:

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

<i>\$/voting entitlement (incl GST)</i>	<i>Levy Period</i>	<i>Due Date</i>
\$104.72	01/11/2025 to 31/01/2026	30/11/2025
\$104.72	01/02/2026 to 30/04/2026	28/02/2026
\$104.72	01/05/2026 to 31/07/2026	31/05/2026
\$104.72	01/08/2026 to 31/10/2026	31/08/2026

3	Approval of PTBC Sinking Fund Budget and Contributions Year Ending 31 October 2026 (Agenda Item 5.3)	Ordinary Resolution
----------	---	----------------------------

Submitted by Committee

THAT the Sanctuary Cove Primary Thoroughfare Body Corporate's sinking fund budget for the financial year ending 31 October 2026 totalling \$1,096,500.00 (excluding GST) be approved and the sinking fund contribution be determined at the rate of \$283.80 per voting entitlement (including GST), with contributions to be levied in 4 instalments as follows:

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

<i>\$/voting entitlement (incl GST)</i>	<i>Levy Period</i>	<i>Due Date</i>
\$70.95	01/11/2025 to 31/01/2026	30/11/2025
\$70.95	01/02/2026 to 30/04/2026	28/02/2026
\$70.95	01/05/2026 to 31/07/2026	31/05/2026
\$70.95	01/08/2026 to 31/10/2026	31/08/2026

4	Approval of engagement and expenditure of NTS Group for emergency repair of 300 mm C-Class irrigation supply line at Serenity Boulevard (Agenda Item 5.4)	Ordinary Resolution
----------	--	----------------------------

Submitted by Committee

THAT the PTBC EGM retrospectively approve the emergency expenditure of \$36,850.00 (inc. GST) for the repair of the 300 mm C-Class irrigation supply line at Serenity Boulevard, Helensvale, carried out by NTS Group. Funds are to be allocated from the Administration Fund – GL Code 12520 (Irrigation Materials/Machinery).

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

5	Approval of engagement and expenditure of Plant Management for the watering program of turf reinstatement at Serenity Boulevard (Agenda Item 5.5)	Ordinary Resolution
----------	--	----------------------------

Submitted by Committee

THAT the PTBC retrospectively approve the emergency expenditure of \$1,672.00 (Inc. GST), for the watering program of turf reinstatement carried out by Plant Management at Serenity Boulevard, Helensvale associated with the irrigation line repair. Funds are to be allocated from the Administration Fund – GL Code 12520 (Irrigation Materials/Machinery).

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

6	Approval of engagement and expenditure of Instrada for inspection of Entry Boulevard and Pines Bridges (Agenda Item 5.6)	Ordinary Resolution
----------	---	----------------------------

Submitted by Committee

THAT the PTBC EGM authorises the expenditure of \$8,880.30 (incl GST) for the engagement of Instrada to undertake the proposed works as outlined, with funds to be allocated from the Sinking Fund - GL Code 22160.

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

7	Approval of engagement and expenditure of Biodiversity Australia for amendment and submission of Sanctuary Cove PMP (Agenda Item 5.7)	Ordinary Resolution
---	--	----------------------------

Submitted by Committee

THAT the PTBC EGM authorises the expenditure of \$10,758.00 (Incl GST) for the engagement of Biodiversity Australia to undertake the proposed works as outlined, with funds to be allocated from the Administration fund - GL Code 12680.

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

8	Approval of expenditure for stormwater pit and surrounds on Entry Boulevard (Agenda Item 5.8)	Ordinary Resolution
---	--	----------------------------

Submitted by Committee

THAT the PTBC EGM authorises the expenditure of \$20,275.39 (Incl. GST) to undertake the proposed works as outlined, with funds to be allocated from the Sinking Fund GL Code - Stormwater Point 224962.

- Smartstone Group: Supply of truck, excavator, and operator
- Reece: Supply and delivery of concrete pits and surrounds
- Turf reinstatement: To be completed in-house

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

9	Approval to pay Land Tax Invoice from the QLD Revenue Office for the assessment notice 2025-2026 (Agenda Item 5.9)	Ordinary Resolution
---	---	----------------------------

Submitted by Committee

THAT the PTBC Extraordinary General Meeting approves payment of the invoice of \$27,808.45 (inc GST) from QLD Revenue Office for the land tax assessment notice for the period 2025-2026.

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

10	Approval for legal advice on Administration and Facilities Agreement (Agenda Item 5.10)	Ordinary Resolution
----	---	---------------------

Submitted by Committee

THAT the PTBC Extraordinary General Meeting approves expenditure and one of the legal firms below to obtain legal advice on the Administration and Facilities Management Agreements.

Yes ☐

No ☐

Abstain ☐

Alternatives for **Motion 10**

A. That Chambers Russell Lawyers be engaged pursuant to their fee proposal dated 12 August 2025 at a fee estimate of \$3,000 to \$4,000 (ex GST) to review proposed documents.

B. That Colin Biggers & Paisley be engaged pursuant to their fee proposal dated 14 August 2025 at a fee estimate of \$5,000 (ex GST & disbursements) per document.

VOTING

OPTION A ☐

OPTION B ☐

11	Engagement of lawyer to advise on draft Recycled Water Customer Schedule with City of Gold Coast and Deed of Supply of Water with SCGCC (Agenda Item 5.11)	Ordinary Resolution
----	--	---------------------

Submitted by Committee

THAT the PTBC engages a lawyer to advise on the draft Recycled Water Customer Schedule with City of Gold Coast and the draft Deed of Supply of Water with Sanctuary Cove Gold and Country Club Holdings Pty Ltd and that one of the below two law firms be engaged to provide that advice in accordance with their fee proposals circulated with the agenda.

Yes ☐

No ☐

Abstain ☐

Alternatives for **Motion 11**

A. That Chambers Russell Lawyers be engaged pursuant to their fee proposal dated 15 August 2025 at a fee estimate of \$5,000 plus GTS and disbursements.

B. That DW Legal be engaged pursuant to their fee proposal dated 18 August 2025 at a fee estimate of \$11,500 - \$14,750 plus GST and disbursements (broken into two stages).

VOTING

OPTION A ☐

OPTION B ☐

12	Agreement to amend Shareholders Agreement (Agenda Item 5.12)	Ordinary Resolution
-----------	---	----------------------------

Submitted by Committee

THAT, subject to a satisfactory Deed of Variation to the Shareholders Agreement being prepared and agreed to, the PTBC supports the amendments to the Shareholders Agreement foreshadowed in Mr Stephen Anderson's letter to the PBC of 15 August 2025 (a copy of which has been circulated with this agenda) which include:

- The PTBC will only appoint one director to the Board of Sanctuary Cove Community Services Limited, Sanctuary Cove Security Services Pty Ltd, Sanctuary Cove Body Corporate Services Pty Ltd and Resort Body Corporate Services Pty Ltd.
- The PTBC will support the PBC appointing two directors to the Board of Sanctuary Cove Community Services Limited, Sanctuary Cove Security Services Pty Ltd, Sanctuary Cove Body Corporate Services Pty Ltd and Resort Body Corporate Services Pty Ltd.
- The PTBC will ensure its nominee director supports a resolution at Board level appointing a PBC director in the role of Chairman of the Board.

And further, **THAT** the above proposed amendments are conditional upon the Board remaining functional, cooperative and acting in the best interests of the Company, and the implementation of certain policies and programs by Sanctuary Cove Community Services Limited with respect to Board member skills and experience.

Yes ☐

No ☐

Abstain ☐

13	Approval of engagement and expenditure of Kevin Holt Consulting to complete the lodgement of Easement Documentation with Titles Qld (Agenda Item 5.13)	Ordinary Resolution
-----------	---	----------------------------

Submitted by Committee

THAT the PTBC EGM authorise the expenditure of \$2,293.50 (incl GST) for the engagement of Kevin Holt Consulting, together with the associated fees payable to Titles Queensland, to undertake the proposed works as outlined. Funding is to be allocated from the Sinking Fund - GL Code 222601.

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

14	Approval to engage Origin Energy to supply electricity services for a term of 3 years and SME Multiple Site Electricity Agreement for 2 years (Agenda Item 5.14)	Ordinary Resolution
-----------	---	----------------------------

Submitted by Committee

THAT the PTBC engages Origin Energy generally in accordance with the tender submission dated 05 August 2025 for large market electricity supply services to the PTBC for a term of 3 years and SME Multiple Site Electricity Agreement for 2 years. Further, that the PTBC notes the tender submission is only valid for 5 days and that the prices may change at the time the contract is ready to be entered into. And that any two Executive Committee members may sign the contract with Origin Energy.

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

The PTBC's current electricity supply contract is with Origin. A competitive tender process was undertaken by Leading Edge with suppliers invited to submit proposals. Origin Energy provided the most competitive offer with annual estimated savings of \$74,083 against the current charges for Large Market Electrical Supply; and annual estimated savings of \$5,852 for SME Multiple Site Electricity Supply, both of which further include retrospective pricing application from 1 July 2025. The tender submission and evaluation report are attached for consideration.

GTP: 201 **Lot Number:** _____ **Unit Number:** _____

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

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. Previous General Meeting Minutes**
- 3. Motion 2-3. PBC Budget Note and Supporting Schedules**
- 4. Motion 2-3. Sanctuary Cove PBC - Summary FY2026 Budget Schedules**
- 5. Motion 4-5. PTBC EGM- Serenity Boulevard - C Class mainline irrigation leak**
- 6. Motion 4. Inv_PR073001_from_NTS_GROUP_PTY_LTD**
- 7. Motion 4. Lake Serenity Blvd RW Repair Report**
- 8. Motion 5. The Plant Management Inv - 10123566**
- 9. Motion 6. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Bridge Inspections**
- 10. Motion 6. Instrada Proposal_Bridge Inspections_August_2025**
- 11. Motion 7. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - DESI Permit**
- 12. Motion 7. Sanctuary Cove PMP Amendment & Submission to DESI 2025**
- 13. Motion 8. SCCSL DF 502040 - Authorisation PTBC Expenditure - Stormwater pits and surrounds (V2)**
- 14. Motion 8. Q-125647550-250807_131449641-line**
- 15. Motion 8. Smartstone Quote - Email**
- 16. Motion 9. PTBC - QLD Revenue Office**
- 17. Motion 10. LSA for Sanctuary Cove Throughfare Body Corporate dd 12.Aug.25 (002)**
- 18. Motion 10. RE_ Instructing CBP**
- 19. Motion 11. Fee Proposal DW Legal 2025.08.19**
- 20. Motion 11. Fee Propsal Chambers Russell Lawyers 2025.08.15**
- 21. Motion 12. 2025-08-15_Letter from PTBC Chair to PBC Chair**

- 22. Motion 13. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Titles Office
lodgement & fees - Energex Easement**
- 23. Motion 13. Q255661 - Kevin Holt Consulting**
- 24. Motion 13. Titles Queensland Fees - estimate**
- 25. Motion 14 PTBC SME Multiple Site Electricity Review**
- 26. Motion 14. PTBC Large Market Electricity Review**
- 27. CORRO FOR INFORMATION**
- 28. CFI 1. 250806 Cease & Desist Letter to SCPTBC**
- 29. CFI 2. RE_ Our Clients; _ Queensland Property Holdings Pty Ltd, Mr P Watkins and Ms S
Grey**
- 30. CFI 3. Letter to Shareholders - SCCSL Governance Review 2025.08.15 (Encl)**
- 31. CORRO FOR ACTION**
- 32. CFA 1. Lot 7 transfer**
- 33. CFA 1. Action for signing by the PTBC of Transfer Form 1 forms for transfer of Lot 7 PTBC
to Mulpha and Lot 38 Mulpha to PTBC**
- 34. CFA 2. PTBC 20220526 PTBC EGM Minutes - Signed**
- 35. Proxy form - BC**
- 36. Information About Proxies**

MOTION INFORMATION



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

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

Date and time of meeting: Thursday 07 August 2025 at 10:00 AM

Meeting time: **9:55am – 10:34am**

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 6	Mulpha Sanctuary Cove (Developments) Pty Ltd	Mr Stephen Anderson
Lot 10-02100022	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 24	Mulpha Sanctuary Cove (Developments) Pty Limited	Mr Stephen Anderson
Lot 31	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 32	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 34	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 38	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 40	Mulpha Sanctuary Cove Hotel Investments Pty Limited	Mr Stephen Anderson
Lot 1	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 16	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 20	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 51	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100019	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100026	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 53	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 54	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 278	Body Corporate for Sanctuary Cove Principal Body Corporate	Mr Stuart Shakespeare

The following members present by Voting Paper and In Person:

Lots 1,16,20,51,52,52,53,54 Sanctuary Cove Golf and Country Club Mr Paul Sanders

The following members present by Voting Paper:

The following members were present by Proxy:

Lot 10-02100015 Mulpha Sanctuary Cove (Developments) Pty Limited Barry Teeling to Stephen Anderson

Lot 58 Mulpha Sanctuary Cove (Developments) Pty Limited Barry Teeling to Stephen Anderson

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

Present by Invitation:

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

Mrs Cassie McAuliffe – General Manager (GM)

Mrs Brogan Watling – In-House Counsel (IHC)

Ms Shanyn Fox – Facilities Manager (FM)

Apologies:

Mr Barry Teeling

The following members were not financial for the meeting: NIL

A Quorum was present

Nil Conflict of Interest

The Meeting was recorded.

Motions

1	Approval of Previous General Meeting Minutes held on 26th June 2025 (Agenda Item 5.1)	Ordinary Resolution
----------	--	----------------------------

Statutory Motion Submitted by Committee

CARRIED

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

Yes	11
No	0
Abstain	8

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

2	Amendment to Clause 5.11 of the SCCSL Shareholders Agreement (Agenda Item 5.2)	Ordinary Resolution
----------	---	----------------------------

Submitted by Committee

CARRIED

THAT the PTBC Extraordinary General Meeting approves 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.”

Yes	19
No	0
Abstain	0

FURTHER THAT request SCCSL initiate a formal variation to the Shareholders Agreement to reflect this change.

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

3	Approval of Administration and Facilities Management Agreements (Agenda Item 5.3)	Ordinary Resolution
----------	--	----------------------------

Submitted by Committee

WITHDRAWN

RESOLVED that the PTBC 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	0
No	0
Abstain	0

NOTE: Withdrawn by Chairperson until legal advice is sourced.

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

4	Rescission of Motion 4 - PTBC EGM - 26th June 2025 (Agenda Item 5.4)	Ordinary Resolution
----------	---	----------------------------

Submitted by Committee

CARRIED

RESOLVED that the Primary Thoroughfare Body Corporate approves the rescission of Motion 4 of the PTBC Extraordinary General Meeting held on 26th June 2025 - Approval to pay Colin Biggers & Paisley Lawyers invoice, as written below:

Further **RESOLVED** that approval is given by the PTBC EGM to pay the outstanding amount on the invoice from Colin Biggers & Paisley Lawyers of \$529.50 (including GST) for the work completed on the Hydrovision dispute.

Yes	19
No	0
Abstain	0

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

Submitted by Committee

CARRIED

RESOLVED that approval is given by the PTBC EGM to pay the outstanding amount on the invoice from Colin Biggers & Paisley Lawyers of \$529.50 (ex GST) for the work completed on the Hydrovision dispute.

Yes	19
No	0
Abstain	0

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

8. Business Arising:

8.1 Rose Litigation letter regarding Cease & Desist:

- The committee decided a short response back to Rose Litigation.
- **Action:** MBC to construct a reply and send to the Chair for approval prior to the 14th August 2025 as stated in letter.
- **Action:** Stuart to send GM drone information for corella control to pass onto Biodiversity.

8.2 Resident responsible for hitting Village boom gate:

- Approval sought from PTBC to send invoice to resident who hit the village boom gate for repair.
- The PTBC agreed, however moving forward they were happy with MBC making these decisions on behalf of the committee and place in CFI for next agenda.

8.3 Fencing cloth ripped outside of Sickie Avenue:

- Stuart raised concern when exiting out of Sickie Avenue on the right-hand side, the chain wire fencing which has the shade cloth is ripped and untidy. He mentioned the gates and entrance look appealing; however, this area is lacking.
- **Action:** The Chairperson to report back to Mulpha.

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

MEETING CLOSED at 10:34 AM

Chairperson: Mr Stephen Anderson X.....

PBC Levies Budget for FY 2026

To	RBCs and Lot Owners
From	Paul Kernaghan – PBC Treasurer
Date	7 th July 2025
Re	PBC Levies For The Financial Year 1st November 2025 to 31st October 2026

Dear Lot Owners

This note is provided to help Lot Owners understand the PBC levy budget for the 2026 financial year. It summarises the total levies required, key reasons for the increase and how costs are shared amongst Lot Owners.

A separate pack is also provided covering more details on the PBC, PTBC and Company Budgets.

Total Levies Required by the PBC

There are several factors (outlined below), for the increase in levies that are required for the 2026 financial year which runs from 1st November 2025 to 31st October 2026.

In summary, PBC levies required for 2026 are budgeted as follows.

PBC Administration Fund	2026 \$	2025 \$	Change %
Levies required	12,785,895	11,505,866	11.1
Per Lot per annum (total divided by 1,823)	7,013.66	6,311.50	11.1

PBC Sinking Fund	\$	\$	%
Levies required	2,515,740	2,415,010	4.1
Per Lot (total divided by 1,823)	1,380.00	1,324.74	4.1

Total PBC Administration and Sinking Fund	\$	\$	%
Levies required	15,301,635	13,920,876	9.9
Per Lot (total divided by 1,823)	8,393.66	7,636.24	9.9

The total increase in PBC levies is \$757.42 (+9.9%) per annum (+\$189.36 per quarter) ex GST.

The levies contributed to the PBC are by far the largest component of individual RBC budgets. Levies required by the PBC are allocated to RBCs according to each RBC's number of lots as a % of the total number of lots (1,823) in the residential zones. Each individual Lot Owner pays the same amount towards PBC levies irrespective of whether their lot is developed and occupied or vacant.

What are the Main Reasons for the increase in PBC levies?

1. Wages and Labor Costs:

Growth in minimum wage and associated labour costs since the election of the Labour Government. The SCCSL/SCSS Enterprise Bargaining Agreement (EBA) has expired and is currently under renegotiation to align with recent changes introduced by Fair Work. In addition, provision has been made for a modest increase of two security guards to support the rising number of built and occupied homes as the resort continues to expand in capacity.

PBC Levies Budget for FY 2026

2. Increases to Scopes of Service

In response to resident feedback, the scope and frequency of works in key service contracts has increased especially in grounds and garden management and waste management. In addition, we have increased the amount of preventative maintenance that is being completed in respect of plumbing, electrical and water systems.

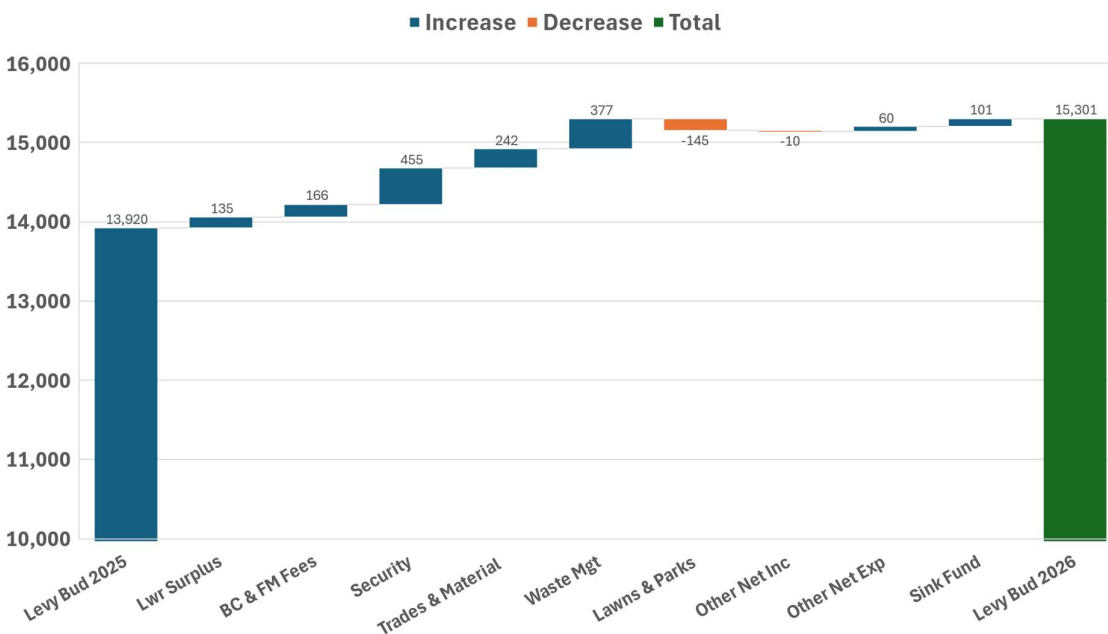
3. External Inflation

Despite rigorous tender processes we have seen material inflation in every major external service contract that has been renegotiated in the last 12-18 months. All suppliers are facing significant inflation in their own wage, fuel and material costs.

4. Resort Development

An additional 300 homes have been built and occupied in residential zones over the last 4 years, all using services provided by the PBC. While these factors have contributed to the current increase, it is hoped that future levy adjustments can be aligned with, or kept below, general inflation.

Reconciliation of Total PBC Levies - 2026 vs 2025 (\$'000)



Summary of factors causing additional costs in the table above.

1. We have a **lower surplus allocated from previous years with the difference being \$135k (\$75 per lot pa)**. Prior to 2023, we operated in a very low inflation environment. We also had one off windfalls with lower than budget expenditure during the Covid period due to less activity and job keeper subsidies in the Service Company. These surpluses have been used in the past to reduce levies. However, inflationary pressures over the last 2 years have made it very difficult to make surpluses and hence amounts available are declining rapidly.
2. **Body Corporate and Facilities Management fees increase of combined \$166k (\$90 per lot pa)**, mainly due to a higher allocation of total Body Corporate Costs to the PBC (+5%), reflecting the

latest analysis of actual usage of resources and services between the PBC and PTBC. Over the course of the last 4 years, we now have nearly 300 more homes developed and occupied, and being serviced by the PBC. Previously the relevant blocks were undeveloped and the relevant lot owners were paying full PBC levies despite not utilising any PBC services. For example, more security alarms to monitor, respond to and maintain, more waste and recycling bins to collect, more correspondence with the PBC, more applications to the PBC.

3. **Security fees have increased \$455k (\$249 per lot pa).** There are two factors driving this increase. Firstly, our guards have historically been paid a margin over Fair Work minimums via an Enterprise Bargaining Agreement (EBA). This Agreement is outdated now under renegotiation. However, since Labour has come to power, the Fair Work minimum has increased by 20%. The basic wage increase also has to be grossed up for additional oncosts, for example an additional 12% of the 20% increase must be added for additional superannuation, 5.5% for payroll tax and 5.8% for Workers Compensation insurance. In addition, an allowance has been made for an extra 2 security guards to reflect increased occupancy in the residential zones.
4. **Trades and materials costs increased \$242k (\$132 per lot).** This reflects \$142k of Trades staff costs reallocated from facilities management into trades cost, as well as \$61k of vehicles and equipment costs reallocated from repairs and maintenance, and a \$39k increase in materials and A Class water irrigation costs. Over the course of the last 3 years the PBC voted to insource its trades work for plumbing, electrical, irrigation and water systems maintenance and repairs. As a result, much more preventative maintenance is being undertaken and we are seeing less systems failures and also hopefully extending the life of relevant infrastructure. Previous external contracts primarily dealt with emergencies and system failures only with very little preventative maintenance undertaken.
5. **Our new Waste Management contract finalised late in FY 2024 came in at \$377k (\$207 per lot pa) more than the budget allowance, at the same time, the new Landscaping and Grounds maintenance contract came in at \$145k (\$80 per lot pa) less than budget.** Both contracts were finalised for 3 years after the 2025 budgets were approved. It should be noted that the contracts required substantially higher rates than the expiring contracts in 2024, which had a 3-year term and 1 year extension based off a very low inflation period during the Covid pandemic. The combined increase is about \$900,000 more than the expiring cost in 2024, with most of this being reflected in the 2025 budget last year and the differences above flowing into the 2026 budget.

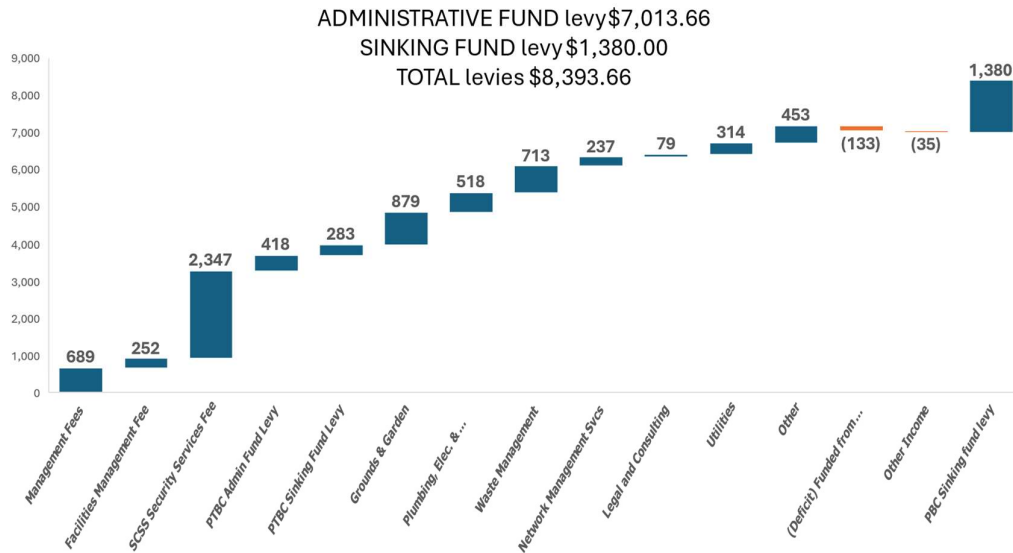
It should be noted that new contracts were negotiated after consultation with a number of RBC representatives regarding service level expectations and also an extensive tender process. The new contracts included allowance for increased scopes and frequency of service to meet the expectations of residents, particularly in the landscaping and maintenance of grounds and garden contract. In the case of waste management, only two contenders bid for the contract with an increased number of homes to service. Both the landscaping and waste management contracts were approved by the PBC in general meetings.

6. **The total sinking fund levy required has increased by \$101k (\$55 per lot pa).** This reflects the previous inflation factor being used of 3%, plus an additional 1.1% to allow for the burst of inflation in the last 2 years. Sinking Fund levies are set at a level to replace assets at the end of

PBC Levies Budget for FY 2026

their estimated lives, and we must apply an inflation factor as the future cost of replacement will be more than the current cost.

PBC Total Levies per Lot by Expenditure



The diagram above illustrates the cost per lot per annum for the major categories of service provision for the PBC.

The rank order of highest cost items per lot per annum is summarised in the table below.

Service category	\$ per lot per annum
Security	2,347
Maintenance of grounds and gardens	879
Waste management	713
PBC Body Corporate Management fees	689
Trades maintenance and repairs (plumbing, electrical, irrigation, water systems)	518
PTBC Administration fund levy from the PBC	418
Utilities (PBC Common property - electricity, gas, water)	314
PTBC Sinking Fund levy from the PBC	283
PBC Facilities Management fees	252
FTTH IT Communications network management and maintenance fees	237
Legal and Consulting	79
Other PBC costs (refer additional table below)	453
Total gross PBC Administration Fund Costs	7,182
Less other income (interest, certificates, etc.)	(35)
Less surplus allocated from 2024	(133)
Total PBC Administration Fund levy required per lot	7,014
PBC sinking fund levy required per lot	1,380
Total PBC levies required per lot	8,394

PBC Levies Budget for FY 2026

The other category in the table above consists of the following.

Other Service category	\$ per lot per annum
Road sweeping	46
Roads maintenance	34
Other non-trades repairs and maintenance	74
IT systems costs	45
Rental share of facilities machinery compound	56
Land tax	41
Postage and stationery	18
Insurances	118
Other administration	21
Total other	453

Given our current high dependence on people resources (both internal and external) and the fixed-term nature of our material external contracts, it will be difficult to reduce costs materially in the PBC in the short run. This said, **the PBC will undertake a number of customer satisfaction and benchmarking reviews with the new Company General Manager prior to the 2027 budget process.**

These include:

- **Consulting with the community to explore the scope and level of services the community desires, and also consideration of alternative service delivery models.** A narrower scope of service provision and lower service levels can be explored to reduce costs, but there will be a trade-off here vs resident desires and expectations and changing internal resourcing levels and existing contracts with service suppliers before their expiry would not be without cost.
- **Benchmarking of current levies and services vs other schemes** and exploring alternative models of service delivery. Care will need to be taken to ensure any comparisons are done on a like-for-like basis, i.e. similar services, with similar scopes and service levels in facilities of similar type and scale, and age of infrastructure.
- **The Service Company (SCCSL) will review its systems and processes** to identify any opportunities to run the Company more productively.

Paul Kernaghan

PBC Treasurer

Sanctuary Cove Principal Body Corporate

Summary FY 2026 Budget Schedules

- A. Principal Body Corporate (PBC)**
- B. Primary Throughfare Body Corporate (PTBC)**
- C. Sanctuary Cove Community Services Limited (SCCSL) and
Sanctuary Cove Security Services Limited (SCSS)**

Summary PBC budget Schedules for FY 2026

PRINCIPAL BODY CORPORATE

Budgeted Levy split - Year End 31 October 2026

Indicative Draft Version 2.0

(exc. GST)

	GTP	ADMIN FUND LEVY		SINKING FUND LEVY		TOTAL LEVIES	
		Qtrly Budget	Annual Budget	Qtrly Budget	Annual Budget	Qtrly Budget	Annual Budget
		1,753	7,014	345	1,380	2,098	8,394
AVEO Sanctuary Cove Trust	110	192,876	771,502	37,950	151,800	230,826	923,302
Acacia	28	49,096	196,382	9,660	38,640	58,756	235,022
Adelia	41	71,890	287,560	14,145	56,580	86,035	344,140
Alphitonia	39	68,383	273,533	13,455	53,820	81,838	327,353
Alpinia	75	131,506	526,024	25,875	103,500	157,381	629,524
Alyxia	46	80,657	322,628	15,870	63,480	96,527	386,108
Araucaria	98	171,835	687,338	33,810	135,240	205,645	822,578
Ardisia	55	96,438	385,751	18,975	75,900	115,413	461,651
Banksia Lakes	50	87,671	350,683	17,250	69,000	104,921	419,683
Bauhinia	92	161,314	645,256	31,740	126,960	193,054	772,216
Caladenia	31	54,356	217,423	10,695	42,780	65,051	260,203
Cassia	116	203,396	813,584	40,020	160,080	243,416	973,664
Colvillia	104	182,355	729,420	35,880	143,520	218,235	872,940
Corymbia	37	64,876	259,505	12,765	51,060	77,641	310,565
Darwinia	22	38,575	154,300	7,590	30,360	46,165	184,660
Felicia	48	84,164	336,655	16,560	66,240	100,724	402,895
Fuschia	19	33,315	133,259	6,555	26,220	39,870	159,479
Harpullia	76	133,259	533,038	26,220	104,880	159,479	637,918
Justicia	48	84,164	336,655	16,560	66,240	100,724	402,895
Livingstonia	96	168,328	673,311	33,120	132,480	201,448	805,791
Molinia	30	52,602	210,410	10,350	41,400	62,952	251,810
Plumeria	88	154,300	617,202	30,360	121,440	184,660	738,642
Roystonia	65	113,972	455,888	22,425	89,700	136,397	545,588
Schotia Island	113	198,136	792,543	38,985	155,940	237,121	948,483
Tristania	78	136,766	547,065	26,910	107,640	163,676	654,705
Washingtonia	115	201,643	806,570	39,675	158,700	241,318	965,270
Woodsia	27	47,342	189,369	9,315	37,260	56,657	226,629
Zieria	26	45,589	182,355	8,970	35,880	54,559	218,235
	1,773		-		-		-
Not registered (Mulpha SC Dev PL)	50	87,671	350,683	17,250	69,000	104,921	419,683
	1,823	3,196,474	12,785,895	628,935	2,515,740	3,825,409	15,301,635

Calculation of Total PBC levies required

Total PBC Administration Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000	Var %
Total Administration Fund expenditure to be recovered (per PBC budget)	11,935	13,091	9.7%
Other Net income (interest and other sundry income per PBC budget)	(52)	(63)	
Less prior year surpluses utilised (FY 23 goes to FY 25, and FY 24 goes to FY 26)	(377)	(242)	
Total PBC Admin Fund levy required	11,506	12,786	11.1%
PBC Admin Fund levy per lot (\$) (total divided by 1,823 lots)	\$ 6,312	\$ 7,014	11.1%

Total PBC Sinking Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000	%
Total PBC Sinking Fund levy required to cover projected future expenditure needs (with expected balance brought forward)	2,415	2,515	4.1%
PBC Sinking Fund levy per lot (\$) (total divided by 1,823 lots)	\$ 1,325	\$ 1,380	4.1%

Total PBC Administration and Sinking Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000	%
Total PBC Administration Fund and Sinking Fund levy required	13,921	15,301	9.9%
Total levy per lot (\$) (total divided by 1,823 lots)	\$ 7,636	\$ 8,394	9.9%

Extra \$758 per lot per annum (\$8,394 - \$7,636), equivalent to \$189.50 per quarter

PBC Admin Fund Expenditure Budget - \$000

Type of cost – summary level major expense categories		2025 Budget \$'000	2026 Budget \$'000	Var \$'000	Var %
SCCSL Body Corporate Management Fee	Per contracts with SCCSL and SCSS	1,550	1,256	294	(11%) (166)
SCCSL Facilities Management Fee		-	460	(460)	
SCSS Security Services Fee		3,823	4,278	(455)	(12%)
PTBC Admin Fund Levy payable by PBC	PBCs 47.06% share of PTBC's levies	750	762	(12)	(2%)
PTBC Sinking Fund Levy payable by the PBC		495	516	(21)	(4%)
Grounds & Garden		1,748	1,603	145	8%
Plumbing, Irrigation, Electrical (per allocation of trades personnel, plus material costs)		702	944	(242)	(34%)
Waste Management (per share of contract)		922	1,299	(377)	(41%)
Network Management Services (per contract), and Repairs		412	433	(21)	(5%)
Legal and Consulting (estimates based off previous years experience plus any new expectations)		110	144	(34)	(30%)
Utilities (Water, Gas, Electric) [estimates per utilities agreements]		669	572	97	15%
Other		754	824	(70)	(9%)
Total		11,935	13,091	(1,156)	(10%)

5

PBC Admin Fund Expenditure Budget – per lot (1,823)

Type of cost – summary level major expense categories		2025 Budget \$	2026 Budget \$	Var \$	Var %
SCCSL Body Corporate Management Fee	Per contracts with SCCSL and SCSS	850	689	162	19%
SCCSL Facilities Management Fee			252	(252)	
SCSS Security Services Fee		2,097	2,347	(249)	(12%)
PTBC Admin Fund Levy payable by PBC	PBCs 47.1% share of PTBC's levies	411	418	(7)	(2%)
PTBC Sinking Fund Levy payable by the PBC		272	283	(11)	(4%)
Landscaping (per share of external contract)		959	879	80	8%
Plumbing, Irrigation, Electrical (per allocation of trades personnel, plus material costs)		385	518	(133)	(34%)
Waste Management (per share of contract)		506	713	(207)	(41%)
Network Management Services (per contract), and Repairs		226	237	(11)	(5%)
Legal and Consulting (estimates based off previous years experience plus any new expectations)		60	79	(18)	(30%)
Utilities (Water, Gas, Electric) [estimates per utilities agreements]		367	314	53	15%
Other		413	453	(40)	(10%)
Total		6,547	7,181	(634)	(10%)

6

PBC Sinking Fund Budget – FY 2026

Sinking Fund Category - <u>Simplified</u>	Budgeted Opening Balance \$'000	Allocation of Budget Levy \$'000	Projects Estimated for Year \$'000	Budgeted Closing Balance \$'000
Bridges	502	(194)	-	308
FTTH	226	774	(1,000)	-
Lighting	288	70	(100)	258
Harbours	812	653	(1,000)	465
Irrigation Systems and Pumps	(218)	646	(350)	77
Landscaping and Parks	(188)	390	(200)	2
Paths	557	-	-	557
Roads, Kerbing and Paths	903	-	-	346
Security System	1,201	(100)	(300)	801
Stormwater	856	35	(115)	776
Walls and Fences	193	46	-	238
Wastewater Systems	996	-	-	996
Water Lines	1,100	267	(380)	987
Other Assets	213	(72)	(135)	6
TOTAL SINKING FUND	6,883	2,515	(3,580)	5,818

PBC Sinking Fund – Individual Projects Estimated FY 2026

Sinking Fund Category	Projects Budgeted for 2026 \$	Description
FTTH	1,000	<i>Unknown - base estimate</i>
Lighting	100	Replacement street lighting
Harbours	1,000	Dredging
Irrigation Systems and Pumps	250	Point Circuit Irrigation - Estimated cost for the design and construction of the Point Circuits verge irrigation system.
Landscaping and Parks	200	General Landscaping upgrades (LMP)
Roads, Kerbs and Paths	65	Darwinia - Parking & Road Upgrade
Security Systems	150	Stage 4 - Camera and end-of-life replacements
Stormwater Systems and Lines	150	Stormwater Infrastructure Repairs
Water Lines	480	Residential water meter replacements & Sluice and Hydrant replacements
Other Assets	185	Switchboard replacements, Reports and Operational Provisions
TOTAL SINKING FUND	3,580	

PBC 5 Year Levy Summary

Sanctuary Cove Principal Body Corporate

Levy Historical 5 Year Summary

Draft Indicative Budget V1.0

	Actual	Actual	Actual	Budget	Proposed	
Fund	2022	2023	2024	2025	2026	% Change
Administration	9,905,011	8,657,062	9,642,344	11,505,866	12,785,895	11.1%
Sinking	2,276,297	2,276,344	2,344,643	2,415,010	2,515,740	4.2%
Total Funds Levies	12,181,308	10,933,406	11,986,987	13,920,876	15,301,635	9.9%
Number of Lots	1,823	1,823	1,823	1,823	1,823	
Levies per Lot						
Administration	5,433	4,749	5,289	6,312	7,014	
Sinking Fund	1,249	1,249	1,286	1,325	1,380	
Total Levies per annum	6,682	5,997	6,575	7,636	8,394	
YOY decrease / (increase)	(1,176)	685	(578)	(1,061)	(757)	
% decrease / (increase)	(21.4)%	10.2%	(9.6)%	(16.1)%	(9.9)%	

Summary PTBC budget Schedules for FY 2026

PTBC Levy Split

<u>PTBC Members</u>	PTBC Voting Entitlements	Admin Fund Levy \$'000	Sinking Fund Levy \$'000	Total PTBC Levies \$'000
Sanctuary Cove Golf & Country Club	7	2.7	1.8	4.5
RECC Properties	1	0.4	0.3	0.6
Mulpha Sanctuary Cove Developments	42	16.0	10.8	26.8
Mulpha Sanctuary Cove Hotel	500	190.4	129.0	319.4
Mulpha Sanctuary Cove Marina	200	76.2	51.6	127.8
Mulpha Sanctuary Cove Marine Village	1,200	457.0	309.6	766.6
Mulpha Sanctuary Cove Developments	19	7.2	4.9	12.1
Sanctuary Cove Golf and Country Club	200	76.2	51.6	127.8
Mulpha Sanctuary Cove Investments	81	30.8	20.9	51.7
PBC (47.06%)	2,000	761.6	516.0	1,277.6
TOTAL SINKING FUND	4,250	1,618.4	1,096.5	2,714.9

Calculation of PTBC levies

Total PBC Administration Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000
Total Administration Fund expenditure to be recovered (per PTBC budget)	1,719	1,618
Less prior year surpluses utilised (FY2023 surplus to BUD2025, FY2024 no surplus to BUD2026)	(126)	-
Total PTBC Admin Fund levy required	1,593	1,618
PTBC Admin Fund levy per lot (\$) (total divided by 4,250 voting entitlements)	\$ 375	\$ 381

Total PTBC Sinking Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000
Total PTBC Sinking Fund levy required to cover projected future expenditure needs (with expected balance brought forward)	1,052	1,097
PTBC Sinking Fund levy per lot (\$) (total divided by 4,250 voting entitlements)	\$ 248	\$ 258

Total PBC Administration and Sinking Fund Levy required	Budget 2025 \$'000	Budget 2026 \$'000
Total PBC Administration Fund and Sinking Fund levy required	2,645	2,715
Total levy per lot (\$) (total divided by 4,250 voting entitlements)	\$ 623	\$ 639

PTBC Admin Fund Expenditure Budget

Type of cost – summary level major expense categories		2025 Budget \$'000	2026 Budget \$'000	Var \$'000	Var %
SCCSL Body Corporate Management Fee	Per contracts with SCCSL and SCSS	496	213	283	57%
SCCSL Facilities Management Fee		-	108	(108)	
SCSS Security Services Fee		86	117	(31)	(36%)
Landscaping (per share of external contract)		365	320	45	12%
Plumbing, Irrigation, Electrical (per allocation of trades personnel, plus material costs)		169	187	(18)	(10%)
Legal and Consulting (estimates based off previous years experience plus any new expectations)		31	30	1	3%
Utilities (Water, Gas, Electric) [estimates per utilities agreements]		127	176	(49)	(39%)
Animal Management		102	105	(3)	(3%)
Other		343	363	(21)	(6%)
Total		1,719	1,618	101	6%

PTBC Sinking Fund Budget – FY 2026

Sinking Fund Category - <u>Simplified</u>	Budgeted Opening Balance \$'000	Allocation of Budget Levy \$'000	Projects Estimated for Year \$'000	Budgeted Closing Balance \$'000
Bridges	155	20	(30)	145
FTTH	91	50	(10)	131
Lighting	263	40	(300)	3
Harbours	5	-	-	5
Irrigation Systems and Pumps	96	50	-	146
Landscaping and Parks	520	40	(50)	510
Paths	459	40	-	499
Roads, Kerbs and Paths	291	752	(1,455)	(412)
Security System	15	-	-	15
Stormwater	167	-	-	167
Walls and Fences	17	120	-	137
Wastewater Systems	414	5	-	419
Water Lines	247	65	(25)	287
Other Assets	1	(86)	(20)	(105)
TOTAL SINKING FUND	2,741	1,096	(1,890)	1,947

PTBC Sinking Fund – Individual Projects Estimated FY 2026

Sinking Fund Category	Projects Budgeted for 2026 \$	Description
Bridges	30	Pines Bridge Repairs
Lighting	300	Replacement street lighting
Landscaping and Parks	50	General Landscaping upgrades (LMP)
Kerbs	650	Re-kerbing from Entry Security roundabout to Village roundabout (inc. MDN)
Roads and Paths	805	Repaving from Entry Security roundabout to Village roundabout (inc. MDN)
Water Lines	25	Water point replacements
Other Assets	30	Air conditioning unit replacement and Reports
TOTAL SINKING FUND	1,890	

Summary Service Company Budgets for 2026

Sanctuary Cove Community Services FY2026 Budget

Description	2024 Act	2025 BUD	2026 BUD	2026 v 2025 %	2026 v 2025 \$
REVENUE					
Community Services Management Fees	2,756,440	3,078,912	3,104,465	0.8%	25,553
<i>BC Administration & Management Fees</i>			2,536,332		
<i>Facilities Management Fees</i>			568,132		
Other Income	106,986	93,600	61,327	(34.5%)	(32,272)
TOTAL REVENUE	2,863,426	3,172,512	3,165,792	(0.2%)	(6,720)
EXPENSES					
General & Admin Expense	148,645	183,525	220,460	(20.1%)	(36,935)
Consulting & Legal expense	80,126	49,798	54,575	(9.6%)	(4,777)
Employee Expenses	2,352,507	2,642,580	2,620,161	0.8%	22,419
<i>Gross incl Facilities Trades Services</i>		3,146,593	3,266,014	(3.8%)	(119,421)
<i>Less: Facilities Trades Services</i>		(504,013)	(645,853)	(28.1%)	(141,840)
Insurance	61,524	63,268	62,010	2.0%	1,258
Occupancy costs	220,624	233,342	208,586	10.6%	24,756
TOTAL EXPENSES	2,863,426	3,172,512	3,165,792	0.2%	6,720
YOY growth %	4.4%	10.8%	(0.2%)		
NET SURPLUS / (DEFICIT)	-	-	-		

SCCSL Company Budget Cost Recovery

SCCSL Expenses	2026 (B) \$000	2025 (B) \$000
Expenses per Income and Expenditure Account	3,166	3172
Add back direct recharge of internal Trades Staff	646	504
Total Gross SCCSL Expenses	3,812	3,676
Recovery of Gross SCCSL Expenses		
Direct recharge of insourced Trades	646	504
Other net income	62	93
Allocation to Security Company	337	343
Balance to be recovered (\$3,812 – [\$646+\$62+\$337])	2,767	2,736
PBC Body Corporate fee	1,255	1,551
PBC FM fee	460	n/a
PTBC Body Corporate fee	214	496
PTBC FM fee	108	n/a
RBC Body Corporate fees	730	689
Total recoveries	2,767	2,736

SCCSL Cost allocation Summary

Sanctuary Cove Community Services Ltd Management Fee Allocation Summary FY2026 Budget

	2024		2025		2026	
Budgeted Net Costs Recoverable	\$	2,372,232	\$	2,788,773	\$	2,767,515
Summary of allocations	2024	%	2025	%	2026*	%
PBC	1,320,367	56%	1,550,413	57%	1,716,035	62%
PTBC	403,841	17%	496,314	18%	321,285	12%
RBCs	648,024	27%	688,646	25%	730,195	26%
Total Allocations	\$	2,372,232	\$	2,735,373	\$	2,767,515

Summary of allocations 2026*

FY2026	Admin and Mgmt	%	Facilities Mgmt	%	Total	%
PBC	1,255,847	57%	460,188	81%	1,716,035	62%
PTBC	213,340	10%	107,945	19%	321,285	12%
RBCs	730,195	33%		0%	730,195	26%
Total Allocations	\$	2,199,382	\$	568,133	\$	2,767,515

PBC Allocation	
2026 (B)	1,716,035
2025 (B)	1,550,413
Var	165,622

* FY2026 Budget reflects the proposed management agreements which separate Administration and Management and Facilities Management fees

PBC Total Management Fee allocation variance between FY2025 \$1,550k and FY2026 \$1,716k is \$166k

Sanctuary Cove Community Services – Management Fee Split

		Budget 2026
	%	\$
PBC Management Fees	62.0%	1,716,035
PTBC Management Fees	11.6%	321,285
RBC's Management Fees	26.4%	730,195
		<u>-</u>
		2,767,515
Security Management Fees		336,950

Sanctuary Cove Community Services Limited				2026 Budget				
RBC Management Fee Split - Year ended 31 October 2026				GTP	\$ 435.61			
				BUP	\$ 179.45			
	GTP	BUP	Levy		Qtr 1	Qtr 2	Qtr 3	Qtr 4
Acacia	28		\$ 12,197		3,049.27	3,049.27	3,049.27	3,049.27
Adelia	41		\$ 17,860		4,465.00	4,465.00	4,465.00	4,465.00
Alphitonia	39		\$ 16,989		4,247.20	4,247.20	4,247.20	4,247.20
Alpinia	75		\$ 32,671		8,167.69	8,167.69	8,167.69	8,167.69
Alyxia	46		\$ 20,038		5,009.52	5,009.52	5,009.52	5,009.52
Araucaria	98		\$ 42,690		10,672.45	10,672.45	10,672.45	10,672.45
Ardisia	55		\$ 23,959		5,989.64	5,989.64	5,989.64	5,989.64
Banksia Lakes	50		\$ 21,781		5,445.13	5,445.13	5,445.13	5,445.13
Bauhinia	92		\$ 40,076		10,019.03	10,019.03	10,019.03	10,019.03
Caladenia	31		\$ 13,504		3,375.98	3,375.98	3,375.98	3,375.98
Cassia	116		\$ 50,531		12,632.69	12,632.69	12,632.69	12,632.69
Cassia Lakeside Terraces		18	\$ 3,230		807.53	807.53	807.53	807.53
Colvillia	104		\$ 45,303		11,325.86	11,325.86	11,325.86	11,325.86
Corymbia	-		\$ -		-	-	-	-
Darwinia	22		\$ 9,583		2,395.86	2,395.86	2,395.86	2,395.86
Felicia	48		\$ 20,909		5,227.32	5,227.32	5,227.32	5,227.32
Fuschia	19		\$ 8,277		2,069.15	2,069.15	2,069.15	2,069.15
Harpulia	76		\$ 33,106		8,276.59	8,276.59	8,276.59	8,276.59
Justicia	48		\$ 20,909		5,227.32	5,227.32	5,227.32	5,227.32
Livingstonia	96	96	\$ 59,046		14,761.44	14,761.44	14,761.44	14,761.44
Molinia	30		\$ 13,068		3,267.08	3,267.08	3,267.08	3,267.08
Plumeria	88		\$ 38,334		9,583.42	9,583.42	9,583.42	9,583.42
Roystonia	65		\$ 28,315		7,078.66	7,078.66	7,078.66	7,078.66
Schotia Island	113		\$ 49,224		12,305.98	12,305.98	12,305.98	12,305.98
Tristania	78		\$ 33,978		8,494.40	8,494.40	8,494.40	8,494.40
Washingtonia	115		\$ 50,095		12,523.79	12,523.79	12,523.79	12,523.79
Washingtonia Harbour Terraces		8	\$ 1,436		358.90	358.90	358.90	358.90
Woodisa	27		\$ 11,761		2,940.37	2,940.37	2,940.37	2,940.37
Zieria	26		\$ 11,326		2,831.47	2,831.47	2,831.47	2,831.47
	1,626	122	\$ 730,195		182,548.74	182,548.74	182,548.74	182,548.74
Outside BC	37							
Not registered	160	-	0					
Total lots	1,823							

Sanctuary Cove Security Services FY2026 Budget

Description	2024 Act	2025 BUD	2026 BUD	2025 v 2026 %	2026v2026 \$
Revenue					
Security Services Management Fees	3,758,067	4,091,851	4,584,811	12.0%	492,960
Security Valet Services	39,636	39,060	38,009	(2.7%)	(1,051)
Other Income	65,413	52,161	42,540	(18.4%)	(9,621)
TOTAL REVENUE	3,863,116	4,183,072	4,665,360	11.5%	482,288
General & Admin Expense	581,723	614,521	613,259	0.2%	1,262
Consulting & Legal expense	22,483	23,500	25,465	(8.4%)	(1,965)
Employee Expenses	3,203,194	3,487,528	3,945,138	(13.1%)	(457,610)
Insurance	33,960	40,868	59,853	(46.5%)	(18,985)
Occupancy costs	21,757	16,655	21,646	(30.0%)	(4,991)
TOTAL EXPENSES	3,863,116	4,183,072	4,665,360	(11.5%)	(482,288)
YOY growth %	6.9%	8.3%	11.5%		
NET INCOME / (LOSS)	-	-	-		

Security Company Cost Allocations

Sanctuary Cove Community Services Ltd Management Fee Allocation Summary FY2026 Budget

	2024		2025		2026	
Budgeted Net Costs Recoverable	\$	3,753,817	\$	4,091,851	\$	4,584,811
Fixed Service Agreements						
Harbour Zone		33,767		33,768		34,781
Marine Village Zone		10,920		11,248		11,586
Hotel Zone		50,928		52,456		54,030
Total Fixed Service Agreements	\$	95,615	\$	97,472	\$	100,397
Costs Recoverable less Fixed Service Agreements		3,658,201				
Cost Recovery Agreements						
Residential Zone		3,500,541 95.7%		3,822,521 93.4%		4,278,131 93.3%
PTBC		78,830 2.2%		85,929 2.1%		116,595 2.5%
Admin Storage Zone		18,769 0.5%		20,459 0.5%		17,938 0.4%
Golf Zone		30,031 0.8%		32,735 0.8%		35,875 0.8%
CCRCA		30,031 0.8%		32,735 0.8%		35,875 0.8%
Total Cost Recovery Agreements	\$	3,658,201	\$	3,994,379	\$	4,484,414
Total Recoveries	\$	3,753,817	\$	4,091,851	\$	4,584,811

PBC Total Security Management Fee allocation variance between FY2025 \$3,823k and FY2026 \$4,278k is \$455k



C CLASS MAINLINE LEAK

DISTRIBUTION: PTBC EGM	ATTACHMENTS: 4	DATE: August 2025
MOTION: That the PTBC EGM retrospectively approve the emergency expenditure of \$36,850.00 (inc. GST) for the repair of the 300 mm C-Class irrigation supply line at Serenity Boulevard, Helensvale, carried out by NTS Group. Funds are to be allocated from the Administration Fund – GL Code 12520 (Irrigation Materials/Machinery).		
MOTION: That the PTBC retrospectively approve the emergency expenditure of \$1,672.00 (Inc. GST), for the watering program of turf reinstatement carried out by Plant Management at Serenity Boulevard, Helensvale associated with the irrigation line repair. Funds are to be allocated from the Administration Fund – GL Code 12520 (Irrigation Materials/Machinery).		

Background:

Management was notified of a potential ground-level leak in a section of the 300 mm C-Class irrigation supply line, which runs from the GCCC Coombabah Treatment Works and provides all irrigation water to Sanctuary Cove, including the golf courses. The affected section was located on common property adjacent to 89 Serenity Boulevard, Serenity Cove, Helensvale.

Steven Anderson (PTBC Chairperson) was notified of the need to undertake emergency works (19 July 2025) due to the proximity of the leak to an open body of water and the associated risk of contamination.

NTS Group carried out investigations and repair works between 24 June and 2 July 2025. The recycled water line was identified as a DN300 white PVC pipe installed with a 2.8 m depth of cover. Excavation revealed a longitudinal split, approximately 3.5 m in length, along the underside of the pipe. The cause of the damage remains unknown.

Details, including photographs of the leak, are provided in the NTS Group report.

Insurance was notified of the leak and later advised that the damage was deemed to be the result of wear and tear. As such, the reinstatement and repair works were not covered under the policy.

Scope of works:

The damaged section of pipe was removed and replaced with new 3.5m of DN300 PVC-M pipe joined to the existing pipe using 2x Gibault connectors. The pipe was wrapped in PE lilac pipe wrap and backfilled in screenings and clean fill brought to surface. The site was reinstated with turf, and the watering program was carried out by The Plant Management Company as a water truck was required.

Pricing:

Company	Cost (ex GST)
NTS Group	\$33,500.00
The Plant Management Company	\$1,520.00
Total	\$35,020.00

Attachments:

1. NTS Group Serenity Boulevard Repair Report.
2. NTS Group Invoice PR073 – 001.



C CLASS MAINLINE LEAK

3. The Plant Management – Inv 10123566 (water truck)
4. The Plant Management – Inv 10123562 (water truck)



NTS GROUP PTY LTD

PO Box 3222
Nerang BC, QLD 4211
Phone # 07 55974452
E-mail accounts@ntsgroup.com

Sanctuary Cove Primary G.T.P. 201
C/- Sanctuary Cove Primary B/C
PO Box 15
Sanctuary Cove QLD 4212

Date	24/07/2025
Tax Invoice #	PR073-001
Due Date	25/08/2025


DESCRIPTION	TAX AMT	NET TOTAL
Purchase Order:- 00012656 Site:- 89 Lake Serenity Blvde Helensvale Repair Works Labour - 164.75 Hrs Plant & Equipment - 158.50 Hrs Materials & Disposals - 9 units	3,350.00	33,500.00
BANK DETAILS: NTS Group Pty Ltd BSB: 064 445 Acc: 10 469 527 Remittance advice email:accounts@ntsgroup.com Reference Invoice Number	TOTAL NET	\$33,500.00
	TOTAL GST	\$3,350.00
	TOTAL DUE	\$36,850.00
This is a claim made under " Building and Construction Industry Payments Act 2004 (QLD)"		



LAKE SERENITY BLVD, HELENSVALE RECYCLED WATER LINE REPAIR

SANCTUARY COVE BODY CORPORATE

Reference No: PR073

Revision	Date	Developed By	Approved By	Signature
0	23/07/2025	J. Poh	J. Poh	
1				
2				



GOLD COAST

31 Activity Crescent, Molendinar QLD 4214

P: 07 5597 4452 | F: 07 5597 6408 | E: goldcoast@ntsgroup.com

GLADSTONE

52 Gladstone-Benaraby Road, Toolooa QLD 4680

P: 07 4979 1119 | F: 07 5597 6408 | E: gladstone@ntsgroup.com

www.ntsgroup.com | ABN: 37 114 576 046

Project Scope

NTS Group was engaged to investigate and repair a leak on an existing recycled water line located in the park adjacent to 89 Lake Serenity Boulevard, Helensvale.

Recycled Water Line Leak Repair

NTS Group conducted investigation and repair activities between 24 June 2025 and 2 July 2025. The recycled water line was a DN300 white PVC line installed with a depth of cover of 2.8m.

Upon excavation of the line, the leak was found to be a longitudinal split along the bottom of the pipe, the split was approximately 3.5m long, the cause of the damage is unknown. The damaged section of pipe was removed and replaced with new 3.5m of DN300 PVC-M pipe joined to the existing pipe using 2x Gibault connectors. The pipe was wrapped in PE lilac pipe wrap and backfilled in screenings and clean fill brought to surface. The site was reinstated with turf and the watering program was handed back to Sanctuary Cove Body Corporate for maintenance.

Photos

Site Photos



Excavated material stockpiled onsite

Site Photos



Excavation exposing top of recycled water line

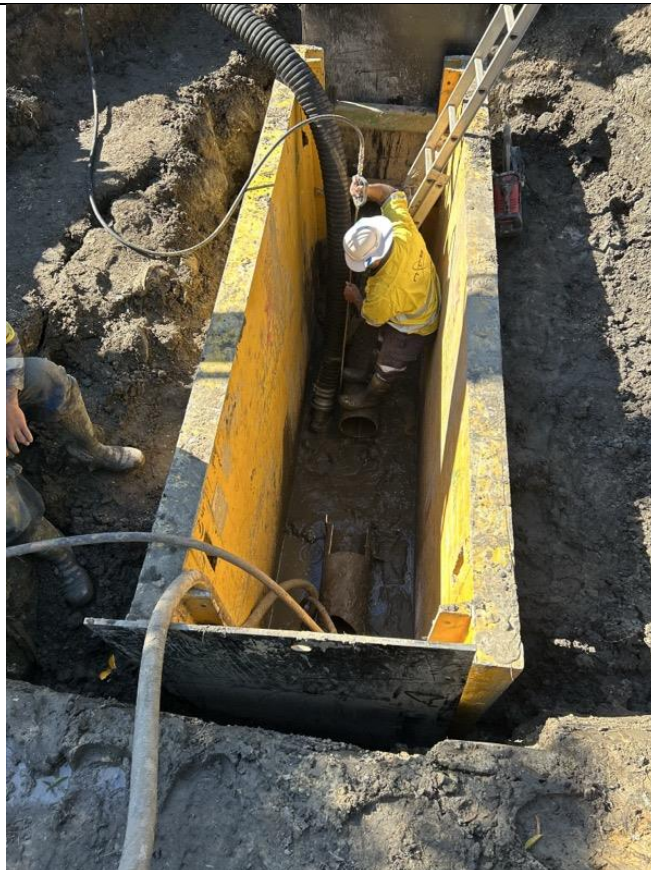


Leak in existing line

Site Photos



Longitudinal split in existing line (pipe crown removed)



Cleaning out of recycled water line



LAKE SERENITY BLVD, RW LINE REPAIR

CONSTRUCTION

SEQ-TEM-001
Version 2.0
27-Oct-2022

Site Photos



Completed repair wrapped recycled water line

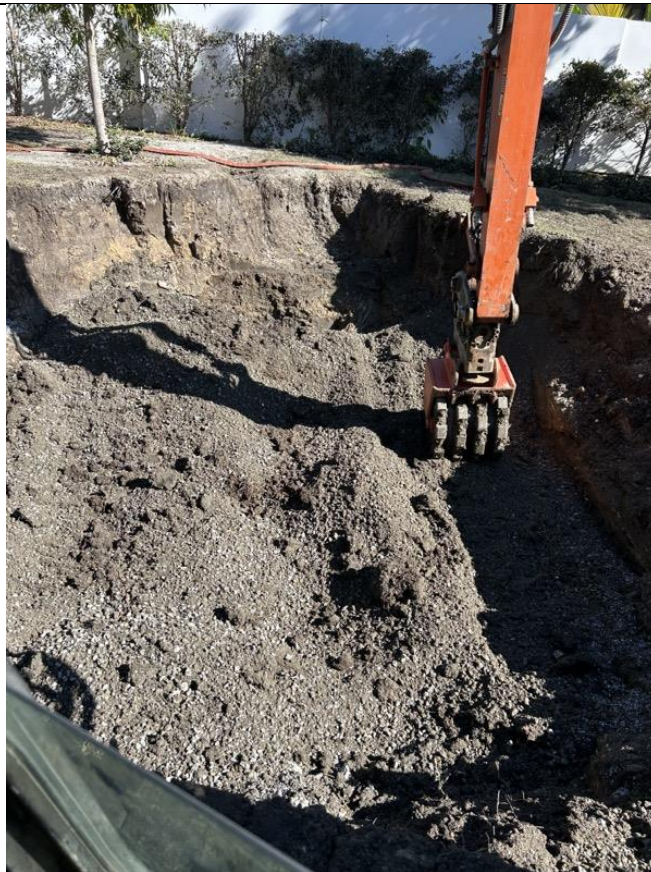


Longitudinal split in existing line

Site Photos



Repaired line in screening s with detectable tape



Clean fill compaction

Site Photos



Backfilled excavation



Topsoil prepared works area

Site Photos



Reinstated area



Reinstated area

Tax Invoice



Plant Management Horticultural Services P/L

P O Box 1557
Eagle Farm Qld 4009

Telephone: (07) 32684101

A.B.N.: 18 065 340 052

A.C.N. 065 340 052

Invoice No: 10123566

Date: 21/07/2025

Invoice To: Sanctuary Cove Primary G.T.P.201
C/- Sanctuary Cove Primary B/C
PO Box 15
Sanctuary Cove QLD 4212
Australia

Your Order No: 00012812

Customer

Att: Steven Kashmiri

Description	Amount
Services for the month of July	
Lake Serenity Blvd Water Truck Supply water truck to water new turf Wednesday 16/07/25 & Friday 18/07/25 - J6321	\$760.00

Net 30 after EOM

Sale Amount: \$760.00

GST: \$76.00

Total Inc GST: \$836.00

Direct Deposit
BSB No: 084-435
Account No: 628473110

Invoices can be emailed directly to your office:
Contact fam1@pmhort.com.au for more

Plant Management Horticultural Services Pty Ltd T/A The Plant Management Company



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☐ PBC ☒ PTBC

Project/Works Name: Bridge Inspections

Brief Description of Works: Inspection of the Entry Boulevard and Pines Bridges to ensure structural integrity, safety, and legislative compliance.

Location: Entry Boulevard Bridge/Pines Bridge

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved \$8,073.00 ex GST

GL Code: 22160 – Bridges

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works: Undertake comprehensive inspections of the Entry Boulevard and Pines Bridges in accordance with the Department of Transport and Main Roads *Structure Inspection Manual*. These inspections will assess the structural integrity, safety, and compliance of both bridges, identifying any defects, deterioration, or maintenance requirements.

Reason for Works: Bridge inspections are a legislative requirement and must be undertaken in line with recognised standards. These works are critical to ensuring the ongoing safety, functionality, and compliance of the bridges, protecting all vehicular, pedestrian, and cyclist users.

Risks or Impacts: Failure to complete these inspections would result in non-compliance with legislative and standards obligations. Without inspection, structural defects or other issues may go undetected, potentially compromising the bridges' integrity and posing significant safety risks to users.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Instrada	\$ 2,150.00	Entry Boulevard Bridge – Level 1 Bridge Inspection
	\$ 5,923.00	Sickle Avenue Bridge – Level 2 Bridge Inspection

Additional Notes: Instrada was the only quote sourced due to their detailed knowledge of the existing bridge structures and prior involvement. There is also a limited number of qualified providers in Queensland able to undertake the required works within the necessary timeframe, making Instrada the most suitable and practical choice.

Attachments: Instrada proposal dated 04/08/2025

Submitted By: Shanyn Fox

Date: 12/08/2025

4 August 2025

Sanctuary Cove Primary G.T.P. 201
C/- Sanctuary Cove Primary B/C
PO Box 15
Sanctuary Cove QLD 4212



Attention: Ms. Shanyn Fox

Reference: Instrada proposal to undertake Level 1 Inspections on Entry Boulevard Bridge/Schotia Bridge and a Level 2 Inspection on Sickie Avenue Bridge

Dear Shanyn,

As per your recent request, Instrada is pleased to submit the following proposal to undertake a Level 1 Inspection on Entry Boulevard Bridge/Schotia Bridge and a Level 2 Inspection on Sickie Avenue Bridge, on behalf of Sanctuary Cove Primary Body Corporate.

Table 1.1 below details our fixed price offer to undertake these inspections, and report on the findings in accordance with the Department of Transport and Main Roads', 'Structure Inspection Manual, 2016'.

Table 1.1 – Fixed price quotation to undertake a Level 1 Inspection on Entry Boulevard Bridge & a Level 2 Inspection on Sickie Avenue Bridge

DESCRIPTION	SPANS	TOTAL (EXCLUDING GST)
ENTRY BOULEVARD BRIDGE – LEVEL 1 BRIDGE INSPECTION: <i>Undertake a Level 1 Inspection and report on the findings, in accordance with the Department of Transport and Main Roads', 'Structure Inspection Manual, 2016'.</i>	1	\$ 2,150.00
SCHOTIA BRIDGE – LEVEL 1 BRIDGE INSPECTION: <i>Undertake a Level 1 Inspection and report on the findings, in accordance with the Department of Transport and Main Roads', 'Structure Inspection Manual, 2016'.</i>	3	\$ 2,250.00
SICKIE AVENUE BRIDGE – LEVEL 2 BRIDGE INSPECTION: <i>Undertake a Level 2 Inspection and report on the findings, in accordance with the Department of Transport and Main Roads', 'Structure Inspection Manual, 2016'.</i>	6	\$ 5,923.00

Subtotal (Excluding GST) \$ 10,323.00

GST \$ 1,032.30

GRAND TOTAL (Including GST) \$ 11,355.30

Instrada reserves the right to negotiate pricing if any elements of the tender information are modified.

If successful, we envisage that the onsite inspections would commence late August/early September, and the completed Level 1 and Level 2 Inspection Reports would be submitted to you shortly thereafter.

There are a number of other processes identified in the last report for the sickle avenue bridge that would be more efficient to perform during the inspection process, such as installation of timber preservative rods and tightening of bolts/fasteners. Please advise if you would like a proposal to include these processes as well during the inspection.

Instrada maintains a comprehensive suite of insurances, policies and procedures, details of which can be made available upon request. If you require any additional information or clarification, please do not hesitate to contact me on 0427 573 235.

Kind regards,

Dan Schimke
Operations Manager
Instrada Pty Ltd





AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☐ PBC ☒ PTBC

Project/Works Name: DESI Permit 2025

Brief Description of Works: Preparation and submission of updated Property Management Plan (PMP) for Sanctuary Cove, to the Department of Environment Science and Innovation (DESI).

Location: PTBC

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$9,780.00 ex GST

GL Code: 12680

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works:

Biodiversity Australia is required to update and submit the Sanctuary Cove Property Management Plan to ensure alignment with the current Damage Mitigation Permit for Eastern Grey Kangaroos as the existing Property Management Plan is due to expire.

- Update existing PMP to meet updated DESI requirements.
- Prepare and lodge submission documentation.
- Liaise with DESI on behalf of PBC to ensure compliance and approvals.

Reason for Works:

- Required to maintain compliance with current DESI regulations.
- Ensures continuity of approved Pest management activities within Sanctuary Cove.
- Necessary for risk mitigation and to support ongoing biodiversity management obligations.

Risks or Impacts:

- Failure to update PMP may result in non-compliance with regulatory requirements.
- Potential impact on ongoing pest management and biodiversity programs.
- Could delay future maintenance or environmental management approvals.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Biodiversity Australia	\$9,780.00	Given that Biodiversity Australia is currently undertaking the associated works on site and the updated Property Management Plan must directly reflect and support these works, they were the only company requested to provide a quotation.

Attachments: Fee Proposal – Biodiversity Australia

Submitted By: Shanyyn Fox

Date: 06/08/2025

Wednesday, 20 August 2025

Sanctuary Cove Body Corporate

Attention: Shannyn Fox

Facilities Services Manager

Delivery via: Email: shannyn.fox@scove.com.au

SEQ Hub

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

PO Box 721, Upper Coomera,
QLD 4209

Phone 1300 319 954

info@biodiversityaust.com.au

www.biodiversityaust.com.au

RE: Amendment and Submission of Sanctuary Cove PMP to DESI

Dear Shannyn



Biodiversity Australia has provided the below fee to Amend the Sanctuary Cove PMP and submit to DESI for approval

Fee Proposal – PMP Amendment & Submission to DESI		
Description	Quantity	Total (excl. GST)
Amendment and Submission of Sanctuary Cove PMP to Department of Environment, Science & Innovation	1	\$9,780
	GST	\$978
	Total Incl. GST	\$10,758

Conclusion

It is anticipated this correspondence contains all the relevant information you require, however if any additional information is required, or you wish to discuss further, please don't hesitate to make contact.

Assumptions and Exclusions

- Biodiversity Australia will not be held responsible for delays incurred by the client or other third-party contractors that may be involved with the project.
- Any variation to the agreed scope of work will be costed, communicated, and agreed formally prior to the commencement of any out-of-scope works.
- This document may contain information considered as commercial-in-confidence. The recipient of this document agrees to hold all information presented within as confidential and agree not to use or disclose or allow to use or disclosure said information to unauthorised parties, in any manner or at any time before, during or after an agreement has been reached, without prior written consent.



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☐ PBC ☒ PTBC

Project/Works Name: Stormwater Field Inlet Pit and Grate remediation – Entry Boulevard.

Brief Description of Works: Replacement of 16 stormwater field inlet pit surrounds and grates.

Location: The Boulevard Adjacent to buggy/pedestrian path.

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved \$18,432.18 ex GST

GL Code: Sinking Fund 224962 Stormwater Point.

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works: Supply and installation of sixteen (16) stormwater field inlet pit concrete surrounds and grates. Installation to be undertaken jointly by the contractor and Sanctuary Cove Facilities staff. Please note a trial was undertaken using the selected concrete surround and the recommended contractor for movement and placement, with satisfactory results.

Reason for works: The existing pits and grates have settled below the surrounding surface level, creating a significant hazard for pedestrians, cyclists, buggies, and maintenance personnel. The uneven surrounds also reduce the efficiency of surface water flow into the pits, increasing the risk of localised ponding. Reinstating the grates and inlets to be flush with the surface will restore safe access and ensure optimal hydraulic performance and drainage efficiency.

Risks or Impacts: The uneven surfaces present an ongoing trip and fall hazard, with a high potential for serious injury to users of the area. Continued deterioration of the surrounding pavement could lead to more extensive and costly structural repairs. If left unaddressed, the issue may result in non-compliance with safety standards and increase the body corporate's liability in the event of a serious incident.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Smartstone Group	\$5,280.00	\$880.00 – Truck, excavator, and operator hire (per 4-hours). Estimated requirement: 3 days (24 hours total).
Reece	\$7,008.18	Supply & delivery of surrounds as one lot via crane truck.
Turf Reinstatement	\$ 6,144.00	To be completed in-house (indicative cost). Turf: \$1,344.00 - Soil/fill: \$4,800.00

Additional Notes: Reece, as the PTBC's preferred supplier for hydraulic and irrigation materials and competitive pricing through established trade accounts, can supply all 16 surrounds in a single purchase, enabling bulk pricing, reducing freight costs, ultimately delivering cost savings to the PTBC. Turfing and re-profiling of the surrounding land will be undertaken by the Facilities team as part of the works.

Attachments:

- Reece Quotation 125647550.
- Smartstone Email quotation and price validity confirmation

Submitted By: Peter Gannon

Date: 12/08/2025



Quote No. 125647550

Home Branch

Plumbing Oxenford #4042
(07) 5675 1810

SANCTUARY COVE PRIMARY THOROUGHFARE
(BODY CORPORATE)
5 MASTHEAD WAY
SANCTUARY COVE 4212
Ph: (07) 5500 3333

Date	16/05/2025
Account No.	3118018
Order No.	BLVD SW PITS
Job No./Name	
Sales Person	DANIEL #02
Supply Branch	Civil Nerang #4082
Supply Branch Phone	(07) 5617 1840

Line	Product Code	Description	Qty Supplied	Price before GST	Unit	Net Price before GST	GST Amount	Total price inc GST	
***** THIS IS A QUOTATION ONLY AND IS NOT A SALE DOCUMENT *****									
1	903720	Gal G&F W/1000x1000 Conc MD 600 X 600mm	16.00	420.00	EA	6720.00	672.00	7392.00	
2	2150026	Hr/Mr Crane/Hiab Unload Per Delivery	1.00	268.18	EA	268.18	26.82	295.00	
	50	Each Delivery Fee - Ground Floor Only	1.00	20.00	EA	20.00	2.00	22.00	
		\$22.00 Delivery Fee Will Apply ON All Further Deliveries							
		Quote Expiry Date: 31/12/2025							
Delivery instructions, comments, ID.						Net total	7,008.18	700.82	7,709.00
						Delivery Fee Refer Above			
						Document Total	7,008.18	700.82	7,709.00

Terms & Conditions In addition to any terms and conditions contained in this communication, all dealings with Reece Australia Pty Ltd, of any nature whatsoever, are subject to the Terms and Conditions of Trade of Reece Australia Pty Ltd. A copy of the terms and conditions may be obtained on request at any Reece Branch and may be found on the Reece website www.reece.com.au



Access your invoices online.

reece.com.au/max

Just need to confirm this to work out the cost for purchase of concrete surrounds and grates and placement.

Hourly rate rather than fixed quote will be less costly.

Can then carry out any final minor adjustments if required using Plumber's ute hoist.

Scope-

supply of a truck on an hourly rate to move pit surrounds safely

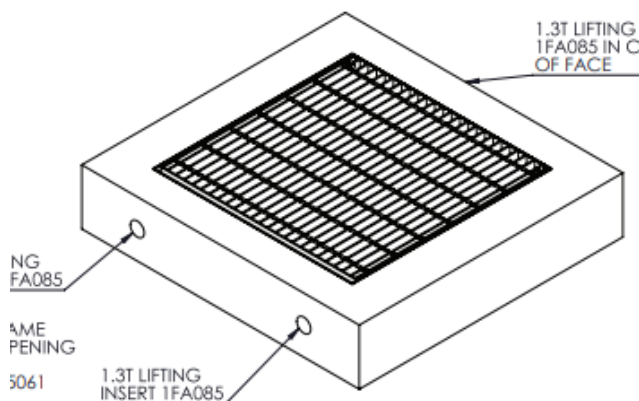
supply of an excavator on an hourly rate to load/unload and place pit surrounds safely

supply of a Truck driver and operator on an hourly rate with the skill level needed to perform the task safely and effectively

1. Truck and driver \$110 an hour EXC GST
2. Excavator and operator \$110 an hour EXC GST

NOTE:

- **A minimum of 4hrs hire - \$880.00 Ex Gst.**
- **If works not completed any additional time will be charged at the hourly rate**



Kind Regards,

PETER GANNON

Facilities Services Supervisor

Direct 07 5500 3315 | Peter.gannon@scove.com.au

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

Mobile 0411 862 163

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



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
18 AUG 2025

BY: _____



225QRO1426DL01/E-4564/S-8711/I-17421/

041

SANCTUARY COVE PRIMARY THOROUGHFARE
BODYCORPORATE
PO BOX 15
SANCTUARY COVE 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: 400014045159

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

Land tax

Assessment notice 2025-26

for land owned as at midnight 30 June 2025

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

Issue date 12 August 2025

Payment reference 400014045159

Client number 2772778

Amount payable \$27,808.45
(for this assessment)

Due date 10 November 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 10 November 2025

Payment reference 400014045159

Amount payable \$27,808.45
(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 11.78% 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)



Billers code: 625178 Reference: 400014045159

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



Billers code: 625178 Reference: 400014045159

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: \$9,269.48
on 26 September 2025

Debit 2: \$9,269.48
on 10 November 2025

Debit 3: \$9,269.49
on 9 January 2026

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 2025–26 land tax summary

2025–26 assessment	\$27,808.45
Reassessment—N/A	\$0.00
Total assessed liability	\$27,808.45
Payments received/Refund	\$0.00
Unpaid tax interest (UTI)	\$0.00
Penalty tax	\$0.00
Total amount due	\$27,808.45

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 .90 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2025-26	2024-25	2023-24						
LAND OWNED SOLELY BY SANCTUARY COVE PRIMARY THOROUGHFARE BODYCORPORATE											
SICKLE AV HOPE ISLAND	40350971	6/SP/158902	\$143,000	\$143,000	\$110,000	\$132,000		\$132,000.00			\$132,000.00
CASEYS RD HOPE ISLAND	40877299	21/SP/210725	\$2,000	\$2,000	\$1,500	\$1,833		\$1,833.00			\$1,833.00
THE PARKWAY HOPE ISLAND	532347	94/SP/296360	\$1,900,000	\$1,900,000	\$1,500,000	\$1,766,664		\$1,766,664.00			\$1,766,664.00
		93/RP/205616									
		91/RP/205597									
		7/SP/186788									
		11/SP/210743									
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										
Total taxable value									\$1,900,497.00		
Tax rate ***									\$1,450 + 1.70c for each \$1 more than \$350,000		
Total assessed liability									\$27,808.45		

* 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).

12 August 2025

Sanctuary Cove Primary Thoroughfare Body Corporate
C/- Sanctuary Cove Body Corporate Services

BY EMAIL

Email: jodie.syrett@scove.com.au

Dear Jodie,

Fee proposal – Review of proposed administration and facilities management agreements

Thank you for the opportunity to assist.

1 Your matter

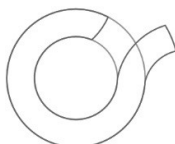
1.1 You have requested a fee proposal for the following:

Stage	Scope of work	Estimated Fees
1.	Review and advise on the administration and facilities management agreements proposed by Sanctuary Cove Community Services Limited, particularly any amendments that are recommended.	\$3,000 - \$4,000 plus GST

1.2 We will ultimately charge based on the amount of time we invest pursuant to our hourly rates.

1.3 This scope includes a conference with the strata manager and a committee representative to take in your instructions and provide our initial observations and advice, together with a written advice (or letter to the caretaker outlining the position). If the written component is not required and the verbal advice in conference is sufficient, then our fees will be about \$1,500 plus GST.

The information contained in this correspondence is confidential and intended only for the use of the addressee. It may also be privileged. If you are not the intended recipient, any use, disclosure or copying is prohibited. If you have received this correspondence in error please telephone the sender, delete any electronic copies and return any hardcopies to the sender.



Chambers Russell Lawyers QLD
ABN 14 640 098 737
PO Box 3034, Robina Town Centre
QLD 4230

info@chambersrussell.com.au
www.chambersrussell.com.au

Brisbane
Level 12
127 Creek Street
Brisbane QLD 4000

P: +61 7 5600 1600
F: +61 7 5600 1699

Gold Coast
Level 3, Suite 303
232 Robina Town Centre Drive
Robina QLD 4226

Liability limited by a scheme approved under Professional Standards Legislation. Legal practitioners that are directors and/or employees of Chambers Russell Lawyers are members of the scheme.

Chambers Russell Lawyers is an incorporated legal practice and not a partnership. A person holding the title of Partner is not a member of any partnership associated with Chambers Russell Lawyers and may not be a "principal" of the firm within the meaning of legal profession law.

2 Our capabilities

- 2.1 Jason Carlson has practiced exclusively in strata law since 2009 with a focus on dispute resolution, strategic advisory work and management rights disputes. He has led bodies corporate through some of the most significant pieces of strata litigation in Queensland over the last 15 years.
- 2.2 He was a director of Strata Community Association (Qld) from 2016 – 2022 and a director of Strata Community Association Australasia from 2022 – 2024. In 2022 he received the SCA (Qld) President's Award in recognition of his significant contributions to, and leadership within, Queensland's strata sector.
- 2.3 Those who have worked with Jason for many years commend him for being:
- (a) *"a reservoir of knowledge when it comes to dealing with complex strata disputes".¹*
 - (b) *"incredibly thorough, ensuring every detail is addressed and all questions answered with clarity and patience".²*
 - (c) *"highly articulate with an uncanny ability to make the complex, simple".³*
- 2.4 Jason is supported by another partner in our Queensland strata practice, Jessica Cannon, who has practiced strata law for over a decade. She was a director of Strata Community Association (Qld) from 2022 – 2024 and has played a leading role in advocating for and shaping the 2023-4 amendments to Queensland body corporate legislation.
- 2.5 Jessica has been working with Jason since early 2022. Together they built and led the Queensland practice of another strata law firm to the point of their Queensland team being recognised as the leading strata services business in Australasia in 2023, before they departed that firm.
- 2.6 Jason and Jessica are supported by a team of six other legal professionals who are all focused on strata law and work across our Brisbane and Gold Coast offices.

Please contact us with queries.

Yours sincerely

Chambers Russell Lawyers QLD



Jason Carlson

Partner

jcarlson@chambersrussell.com.au

¹ Pedzi Mawande, The Community Co

² Alina Stefirta, Prompt Strata Management

³ Stephanie Yun, Strata Mastery

Disclosure Notice

(308) Legal Profession Act 2007 (Qld)



Matter details

Client:	Sanctuary Cove Primary Thoroughfare Body Corporate
Matter:	Review of proposed administration and facilities management agreements
Date issued:	12 August 2025

1. The Work – Estimate of your costs

Costs (ex GST)

The following estimate is based on the information available to us to date. It is an estimate, not a quotation and subject to change.

Scope of Work	Fees	Disb.	Total
1. Initial works			
Review and advise on the administration and facilities management agreements proposed by Sanctuary Cove Community Services Limited, particularly any amendments that are recommended.	\$3,000 to \$4,000 plus GST	TBA	\$3,000 to \$4,000 plus GST

2. Legal Fees – Your rights

2.1. You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the costs incurred in your matter;
- Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
- Apply for the costs agreement to be set aside (see para 1.4 below);
- Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
- Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
- Be notified of any substantial change in the matters disclosed in this Notice.

2.2. This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled "Legal Costs – Your Right to Know". You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at qls.com.au > For the Community > You and your solicitor > Solicitors' fees and charges. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.

2.3. The law of Queensland will apply to our Costs Agreement. You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable for example where our services are being primarily provided in another state or territory or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.

- 2.4. The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld) in the event of a dispute in relation to legal costs:
- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay; and
 - To apply to set aside the Costs Agreement within six years or other times as the law permits.

3. Incorporated status of this law practice

- 3.1. This law practice is an incorporated practice and we advise that:
- The services to be provided are set out in the scope of works below.
 - All legal services to be provided under this agreement will be provided by an Australian Legal Practitioner.
 - The provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under the proposed Costs Agreement is not regulated by that legislation.
 - The information in this paragraph is provided to you in relation to or all matters that you may instruct us on an ongoing basis.

4. Professional fees - How we charge

- 4.1. Unless otherwise stated in the Disclosure Notice or Costs Agreement, we will charge you professional fees for the work we do based on hourly rates as set out in section 5 staff and rates below. The hourly rates charged by our professional staff are set out in section 5. Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.
- 4.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in Section 5.
- 4.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 4.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.

5. Staff and rates

Responsible Partner:	Jason Carlson	Hourly Rates:	Partner	\$750.00
Responsible Solicitor:	Jason Carlson		Special Counsel	\$700.00
	Partner		Senior Associate	\$650.00
			Associate	\$575.00
			Lawyer	\$500.00
			Graduate	\$400.00
			Clerk or Paralegal	\$350.00

6. Expenses & Disbursements

Internal Expenses

- 6.1. Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.
- 6.2. In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below).

However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

- 6.3. We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.
- 6.4. Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.
- 6.5. Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained. We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Disclosure of rewards

- 6.6. From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Billing, interest charges and contact person

- 7.1. Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- 7.2. If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at the rate of 10% per annum as prescribed by Regulation 72 of the *Legal Profession Regulation 2017* (Qld), under section 321(3) of the *Legal Profession Act 2007* (Qld) ("LPA").
- 7.3. If you do not pay our account, the proposed Costs Agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.
- 7.4. If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of this Costs Disclosure.

8. Engagement of another law practice (eg barrister)

- 8.1. If we engage another law practice (eg a barrister) on your behalf to provide specialist advice or services you will be advised. We will also provide you with a costs disclosure from that law practice.

9. Termination of our agreement

- 9.1. You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the Costs Agreement, this law practice may suspend work and may cease acting for you.

10. Costs in Court proceedings

- 10.1. If court proceedings are taken on your behalf:
 - the court may order that you pay another party's costs (for example, if you lose the case)
 - the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us

- if the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed Costs Agreement
- 10.2. If you are successful in the litigation, you that may be able to recover some, but not all, of your costs from the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may recover will be between 60% to 80% of your actual costs.
- 10.3. If you are unsuccessful in the litigation, you may be ordered to pay some, but not all, of the costs of the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may be ordered to pay will be between 60% to 80% of the other party's actual costs.
- 10.4. If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this law practice will provide you with a reasonable estimate of my/our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.
- 10.5. In certain cases different levels of costs can be awarded such as where one party makes an offer to the other party which is rejected and at the trial of the proceeding the other party does not achieve a result better than the offer. In these cases an indemnity costs order may be made which increases the costs recovered to a range of 80%-90% of the total cost if not 100%. If an indemnity costs order is made against you it is likely that the costs you will be obliged to pay to the other party will be in the range of 80%-90% of their total costs if not 100%.

11. Acknowledgement

I/we, _____ for and on behalf of
The Client acknowledge that I/we have read and understood the contents
of this Disclosure Notice.

Signed:

Dated:

Matter details

Client:	Sanctuary Cove Primary Thoroughfare Body Corporate
Matter:	Review of proposed administration and facilities management agreements
Date issued:	12 August 2025

1. Disclosure prior to legal service

- 1.1. Before providing legal services and entry into any Costs Agreement, we are required to provide you with disclosure of information under the *Legal Profession Act 2007* (Qld).
- 1.2. A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
 - a) you acknowledge you have received the Disclosure Notice; and
 - b) that you acknowledge that you have read the Disclosure Notice, which forms part of this agreement.

2. Professional Fees

- 2.1. Unless otherwise stated in the Disclosure Notice, we will charge you professional fees for the work we do based on hourly rates. The hourly rates charged by our professional staff are set out in the Disclosure Notice. **Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.**
- 2.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in the Disclosure Notice.
- 2.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 2.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.
- 2.5. We have set out our estimates for the cost of the work in the Disclosure Notice, as to Professional Fees and Disbursements, under the heading "Costs" in the table headed "The Work", in each case in reference to the corresponding Scope of Work set out in that table.
- 2.6. These costs are calculated in accordance with the hourly rates and costs and disbursements set out in the Disclosure Notice. They do not incorporate estimates for your costs of:
 - a) engaging third parties such as experts and barristers; and
 - b) filing fees and document access fees.
- 2.7. Where an entry in the table is marked "TBA" we are unable at this time to supply an estimate of works or costs involved as the nature and scope of those works is not clear. We will proceed with any such works as and when instructed and charge for those works in accordance with this agreement. We can provide a further estimate if requested as and when we are instructed to undertake such further works, or at any time (however we may remain unable to provide an accurate estimate if the nature and scope of those works remains unclear).
- 2.8. **If the Disclosure Notice provides a range of estimates for certain work, to the extent that we are required to provide you with a single estimate for that work, that single estimate is the upper limit of that range.**

Terms and Conditions

3. Acceptance of offer

This document is an offer to enter into a Costs Agreement with you. If you accept this offer you will be regarded as having entered into a Costs Agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance

- may be by any one of the following ways;
- signing and returning a copy of this document; or
- giving us instructions after receiving this document; or
- contacting us and advising of your acceptance.

We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.

You must:

- provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- act reasonably and take reasonable care to protect your own interests in respect to the matters
- the subject of this document;
- satisfy yourself as to the commercial viability of transactions (if any); and
- where relevant, investigate the bona fides of the other parties to the transaction, checking
- all financial matters and assessing the commercial soundness of the transactions.

Where you instruct us jointly with one or more other parties, you and each other party will be jointly and severally liable to pay our bills

4. Scope of Work

You have instructed us to undertake the Work set out in section 1 of the Disclosure Notice.

5. Estimate of Professional fees

Please note that, except to the extent provided otherwise in the Disclosure Notice, the amounts in the Disclosure Notice are estimates only and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters. In this event we will provide you with a revised estimate as soon as practicable.

Some of the variables which may impact upon the cost estimate provided above include the following:

- the number and duration of telephone calls or other communications;
- your prompt and efficient response to requests for information or instructions;
- whether your instructions are varied;
- whether documents have to be revised in light of varied instructions;
- the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- changes in the law;
- the complexity or uncertainty concerning legal issues affecting your matter;
- the volume, quality and complexity of materials provided or obtained;
- the orders or directions of a Court or Tribunal; and
- the quality of expert material and the expertise and experience of any expert witnesses or consultants.

6. Expenses & Disbursements

Internal Expenses

Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.

In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.

Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.

Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained.

Disclosure of rewards

From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Contact Person

If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of the Costs Disclosure.

8. Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

9. Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us or: c) contacting us and advising of your acceptance. Upon acceptance you agree to pay for our services on these terms.

10. Interest Charges

Interest at the maximum rate prescribed in Regulation 72 of the Legal Profession Regulation 2017 (being 10% per annum) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

11. Recovery of Costs

The Legal Profession Act 2007 (QLD) ("LPA") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the LPA) has been given to you.

12. Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- approve credit;
- ask the client to pay monies into our trust account;
- ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

13. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements as they become due. A trust statement will be forwarded to you upon completion of the matter.

14. Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

15. Termination by Us

We may cease to act for you or refuse to perform further work, including:

- while any of our tax invoices remain unpaid;
- if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- if you refuse to accept our advice;
- if you indicate to us or we form the view that you have lost confidence in us;
- if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- if in our sole discretion we consider it is no longer appropriate to act.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

16. Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

17. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- r) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
- s) our lien will continue notwithstanding that we cease to act for you.

18. Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. We are required to collect the full name and address of our clients by the Australian Solicitors Conduct Rules (QLD). Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of the LPA and to comply with our duty to the courts. Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances. If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading. Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General and third parties involved in the completion or processing of a transaction. We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions. We manage and protect your personal information in accordance with our privacy policy (which can either be found on our firm website or a copy of which we shall provide at your request). Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing. We are required and committed to protecting your personal information in accordance with our obligations under the Privacy Act 1988 and the National Privacy Principles.

19. Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

20. Sending Material by Email

By entering this Agreement you ask us to transmit documents to you electronically to an email address or addresses provided to us from time to time. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files.

21. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

22. Copyright

This agreement does not constitute any transfer, assignment, licence or other right to use or reproduce any letters, documents or materials we prepare as a result of this agreement.

23. Governing Law

The law of Queensland governs these terms and legal costs in relation to any matter upon which we are instructed to act.

Execution

I/we, _____ for
and on behalf of the Client acknowledge that I/we have read
and understood and agree to the contents of this Costs
Agreement.

Signed:

Dated:

Chambers Russell Lawyers
(QLD) ABN 14 640 098 737
www.chambersrussell.com.au

All Correspondence to
PO Box 3034, Robina
Town Centre, QLD, 4230

Brisbane
L12 127 Creek Street
BRISBANE, QLD, 4000

Gold Coast
L 3, Suite 303, 232 Robina
Town Centre Dr, QLD 4226

P: +61 7 5600 1600
F: +61 7 5600 1699

*subject to our discretion to refuse to accept instructions in a given matter

Individual liability limited by a scheme approved under Professional Standards Legislation.

From: [Matthew Castley](#)
To: [PTBC](#)
Cc: [Cassie McAuliffe](#)
Subject: RE: Instructing CBP
Date: Thursday, 14 August 2025 6:38:58 PM
Attachments: [image002.png](#)
[image003.png](#)

Hi Jodie

Apologies for the delay in getting back to you.

We estimate our costs to review and provide advice and suggested amendments on the documents will be approximately \$5,000 (ex GST and disbursements) per document.

Given current capacity, we would need approximately 2 weeks from the date of instruction to turn the work around.

Please let me know if this is acceptable.

Kind regards

Matthew Castley
Partner

**Colin
Biggers
& Paisley** **T** +61 7 3002 8731 **M** +61 426 236 716
matthew.castley@cbp.com.au
Level 35, 300 George Street
Brisbane, QLD 4000 Australia
[LinkedIn](#) [cbp.com.au](#)

Colin Biggers & Paisley Pty Ltd ABN 28 166 080 682

From: PTBC <ptbc@scove.com.au>
Sent: Friday, 8 August 2025 10:39 am
To: Matthew Castley <Matthew.Castley@cbp.com.au>
Cc: Cassie McAuliffe <Cassie.McAuliffe@scove.com.au>
Subject: Instructing CBP

Good morning, Matthew,

The PTBC is seeking a fee proposal for assistance in reviewing and advising on the terms of the proposed Administration and Facilities Management Agreement. Our company has prepared the draft agreement, and the PTBC now requires independent legal advice regarding any concerns or suggested amendments.

Could you please provide a cost estimate for this work at your earliest convenience? I

will then forward it to the PTBC for their consideration.

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



SANCTUARY COVE COMMUNITY SERVICES LIMITED

This email and any files transmitted with it are subject to copyright, confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify us via telephone or email and delete this email and any attachments from your computer.

If you have received this in error, we apologise and please advise us by reply email and then delete this and any attachment. If this email was not addressed to you then you may not use any of it: it may contain material that is confidential or covered by client legal privilege.

Any views expressed are those of the individual sender, except where the sender expressly, and with authority, states them to be the views of this law practice. We deal with personal information in accordance with our privacy policy that appears on our website. If you have any concern please make yourself aware of that policy.

Cybercrime and fraud are on the increase. If you receive something purporting to be from us with changes in the details of any account to which monies are to be sent, it is unlikely to be genuine. Our own bank account details are highly unlikely to ever change during the course of a transaction, and we will never notify bank details or any change only via email. Please check account details with us in person. If you receive any suspicious communication purporting to be from us please contact us in person immediately.



Level 2, 10 Short Street, Southport QLD 4215
Ph: (+61) 07 5503 1711
E: info@dwlegal.net.au
W: dwlegal.net.au

Our Ref: FD:M3270
Contact:
Email:
Your Ref:

18 August 2025

Ms Brogan Watling
Sanctuary Cove Body Corporate Pty Ltd

BY EMAIL
brogan.watling@scove.com.au

Dear Ms Watling

**RECYCLED WATER AGREEMENT WITH SANCTUARY COVE GOLF CLUB -
LEGAL FEE ESTIMATES**

Thank you for your email to us last Thursday and for your time over the phone earlier today. Your email refers to advice on the two documents you sent however, I have many questions in order to advise on how best to improve the terms for the PTBC.

Therefore, my proposed scope of work and the approximate fees, are staged as follows:

Stage 1	Review and Initial Advice	\$6,500 - \$9,750 plus GST (10 to 15 hours)
----------------	----------------------------------	--

This initial work will hopefully get to the bottom of the issues, both as I currently see them and also the issues that become relevant as we progress. For example, I recommend that the following questions be addressed. I stress this is not a complete list and are only the questions that I currently have, based on the two documents you sent me:

- (a) What are the potential problems with recycled water, both A and C class? For example, I foresee that if a golfer suffers a bad illness from the recycled water, they may sue the Golf Club. In turn, I expect the Golf Club to then sue the PTBC as the supplier of the water. What are the risks of supplying recycled water and how should the indemnity be drafted so that such claims are limited? What kind of acknowledgement by the Golf Club should be included in the agreement to limit claims against the PTBC? These questions should be answered in concert with the PTBC's insurer.
- (b) What are the risks of supply, including the risks of the collection pond? For example, if recycled water spills out of the pond, should the PTBC be indemnified by the Golf Club, if the agreement mainly benefits the Golf Club? Can the risks of supply also be pushed back to the Council?
- (c) What are the expectations of the Golf Club if supply is interrupted? For example, who owns the land on which the recycled water mains are located? What are the risks of

supply to the PTBC? I recommend that I read and understand the Council's Recycled Water Supply Standard Terms and Conditions so that if possible, the risks of supply can be passed on to the Golf Club. The inclusion of clause 2.5 by Grace Lawyers is a good start in this direction but I suggest it is important for the PTBC to get to the bottom of these issues to be comprehensive.

(d) Clause 2.3(d) of the current agreement speaks of reimbursement of all supply charges for the C class water. I recommend we answer the following:

- Why not pass on the charges for A class water as well? What about the cost of the water itself and not just the supply charges? What about the cost to maintain the infrastructure, future charges that come from council, taxes imposed, cost to remove the infrastructure if it becomes uncommercial to supply the water?
- How much of the C class water is supplied from the pond to the Golf Club? All of it? If C class water is supplied elsewhere, such as to other bodies corporate within Sanctuary Cove or even outside for example, then what percentage of the charges should be paid by the Gold Club in that event and how would that be measured?
- Do the normal rules prohibiting a body corporate from 'profiting', apply to the PTBC? How should that be optimally addressed in the agreement?

I recommend at first instance that I meet with you and the appropriate representatives of the PTBC who have organised the supply of water, to discuss the above questions.

Stage 2 Drafting

TBA but won't be less than \$5,000 plus GST

Based on the answers to the Stage 1 questions, I expect to then recommend changes to the drafting of the agreement. Then draft. Then liaise with the Golf Club representatives to finalise and implement.


Please let me know if this fee estimate is accepted and we can go from there. In support, please see www.dwlegal.net.au and I also attach a flier of my main practice areas.

Thank you, in advance of your consideration.

Yours faithfully



Frank Dwyer

Queensland Law Society 
Acc. Specialist - Business Law
Principal

Business Law Statement of Capability



Frank Dwyer

Queensland Law Society recognised,
Accredited Specialist in Business Law



Principal at DW Legal

With over 25 years of experience as a business, property, and corporate lawyer, Frank has developed a deep understanding of the legal issues that matter most to his clients. Frank has honed his skills to provide tailored legal solutions that meet the unique needs of businesses and entrepreneurs. Frank is the proud owner of DW Legal since 2008.

BUSINESS STRUCTURES AND BACKBONE DOCUMENTS

- Establishing companies, partnerships, joint ventures and trusts. Writing bespoke constitutions and deeds including differential voting and profit rights, advising on asset protection and tax minimisation strategies including for CLG's and hybrid trust deeds.
- Inter party agreements such as shareholder agreements, compulsory buyback provisions, drafting larger scale agreements such as for property development joint ventures and industry specific documents such as FASA's for medical centres.
- Writing trading terms and conditions for businesses. Examples of work done include for a kitchen supplier, caravan manufacturer, cattle feedlot and accountancy practices, including advice on ACCC consumer guarantees and writing website privacy policies.
- Director/trustee advice and indemnity agreements.

BUYING AND SELLING BUSINESSES

- Pre-contract advice for asset structuring, optimising post tax outcomes, non-disclosure documents and organising due diligence processes such as rights relating to data rooms.
- Contract negotiation, contract drafting, satisfying conditions and settlement.
- Experience with larger M & A styled transactions such as the sale of a hospital, restructuring businesses when a significant party leaves, multiple party transactions and managing teams of lawyers, accountants, operations staff, authorities, unions and financiers.

PROPERTY TRANSACTIONS:

- Sale and purchase of shopping centres, resorts, farms and residential land.
- Commercial and retail leases and acting for landlords.
- Body corporate related work including drafting CMS and structuring.
- Titling issues such as easements, caveats, realignment of boundaries.
- FIRB advice.
- Stamp duty and CGT minimisation strategies.

**PROPERTY
DEVELOPMENT
FROM START TO
FINISH:**

- Initial property acquisition with entity and GST advice.
- Drafting and running put and call options, due diligence, drafting the precedent off the plan contract and disclosure including innovative GST structures.
- Titling prior to settlement such as public area transfers, easement registration and assisting surveyors to register the subdivision.
- Structuring the body corporate and management rights sales.
- Off the plan contract administration and settlements.

**LOANS AND
SECURITIES:**

- Drafting and negotiating terms sheets, loan agreements, securities and guarantees.
- Priority advice, documentation, certification and registration.
- PPSR including PMSI super-priorities.
- Enforcing securities including exercising power of sale of distressed assets.

**FRANCHISING
AND
INTELLECTUAL
PROPERTY
LICENSING:**

- Structuring and establishing franchises.
- Drafting franchise documentation, distribution agreements (dealerships and agency agreements for vehicles and the like) and licences.
- Tax advice for international licence agreements and structuring.
- Copyright, book publishing agreements.
- Registering business names, trademark registration.

**CONSTRUCTION
CONTRACTS:**

- Assisting with construction contracts such as the AS 2124 contract, drafting special conditions to comply with the most recent legislation, including the establishment of relevant trust accounts.
- Negotiating with builders to improve security for the principal.
- Assisting with WHS documents such as safety management plans and SWMS.

EMPLOYMENT

- Drafting employment agreements and enterprise agreements. Advising on applicable Awards, including to assess using flexibility provisions in the Award.
- Defending unfair dismissal, anti-discrimination and bullying claims.
- Advising on restraints and confidential information.

ESTATE PLANNING AND ESTATE ADMINISTRATION:

- Retirement planning such as employee share schemes.
- Amending trust deeds to ensure appointor roles are consistent with the succession plan.
- Drafting Wills and Enduring Powers of Attorney.
- Probate and estate administration.
- Preparing to defend claims against the estate.

"Frank is a highly professional and knowledgeable solicitor with an incredible level of integrity, he consistently provides exceptional advice. Frank is responsive and continually delivers results within the timeframes required. Frank is a credit to the legal profession; I have absolutely no hesitation in recommending him" (Martin O, CEO of Mercury IT).

"I regard Frank as the lawyer for lawyers"
(Tusar, M, owner of Q&T Premiums).



15 August 2025

Sanctuary Cove Primary Thoroughfare Body Corporate
C/- Brogan Watling

BY EMAIL

Email: brogan.watling@scove.com.au

Dear Brogan,

Fee proposal – Recycled Water Customer Schedule with CoGC and Deed of Supply of Water with SCGCC

Thank you for the opportunity to assist.

1 Your matter

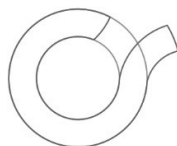
1.1 You have requested a fee proposal for the following:

Stage	Scope of work	Estimated Fees
1.	Review and provide advice on: (a) the Deed of Agreement between the PTBC and Sanctuary Cove Golf and Country Club (SCGCC) for the on-supply of C Class water (in its current form); and (b) the Recycled Water Supply Customer Schedule with the City of Gold Coast together with the Standard Terms and Conditions forming that contract.	\$5,000 plus GST

1.2 We will ultimately charge based on the amount of time we invest pursuant to our hourly rates.

1.3 **Attached** is our proposed legal services agreement.

The information contained in this correspondence is confidential and intended only for the use of the addressee. It may also be privileged. If you are not the intended recipient, any use, disclosure or copying is prohibited. If you have received this correspondence in error please telephone the sender, delete any electronic copies and return any hardcopies to the sender.



Chambers Russell Lawyers QLD
ABN 14 640 098 737
PO Box 3034, Robina Town Centre
QLD 4230

info@chambersrussell.com.au
www.chambersrussell.com.au

Brisbane
Level 12
127 Creek Street
Brisbane QLD 4000

P: +61 7 5600 1600
F: +61 7 5600 1699

Gold Coast
Level 3, Suite 303
232 Robina Town Centre Drive
Robina QLD 4226

Liability limited by a scheme approved under Professional Standards Legislation. Legal practitioners that are directors and/or employees of Chambers Russell Lawyers are members of the scheme.

Chambers Russell Lawyers is an incorporated legal practice and not a partnership. A person holding the title of Partner is not a member of any partnership associated with Chambers Russell Lawyers and may not be a "principal" of the firm within the meaning of legal profession law.

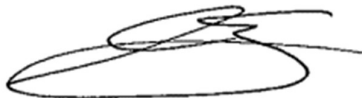
2 Our capabilities

- 2.1 Jason Carlson has practiced exclusively in strata law since 2009 with a focus on dispute resolution, strategic advisory work and management rights disputes. He has led bodies corporate through some of the most significant pieces of strata litigation in Queensland over the last 15 years.
- 2.2 He was a director of Strata Community Association (Qld) from 2016 – 2022 and a director of Strata Community Association Australasia from 2022 – 2024. In 2022 he received the SCA (Qld) President's Award in recognition of his significant contributions to, and leadership within, Queensland's strata sector.
- 2.3 Those who have worked with Jason for many years commend him for being:
- (a) *"a reservoir of knowledge when it comes to dealing with complex strata disputes".¹*
 - (b) *"incredibly thorough, ensuring every detail is addressed and all questions answered with clarity and patience".²*
 - (c) *"highly articulate with an uncanny ability to make the complex, simple".³*
- 2.4 Jason is supported by another partner in our Queensland strata practice, Jessica Cannon, who has practiced strata law for over a decade. She was a director of Strata Community Association (Qld) from 2022 – 2024 and has played a leading role in advocating for and shaping the 2023-4 amendments to Queensland body corporate legislation.
- 2.5 Jessica has been working with Jason since early 2022. Together they built and led the Queensland practice of another strata law firm to the point of their Queensland team being recognised as the leading strata services business in Australasia in 2023, before they departed that firm.
- 2.6 Jason and Jessica are supported by a team of legal professionals, including two senior associates, who are all focused on strata law and work across our Brisbane and Gold Coast offices.

Please contact us with queries.

Yours sincerely

Chambers Russell Lawyers QLD



Jason Carlson

Partner

jcarlson@chambersrussell.com.au

¹ Pedzi Mawande, The Community Co

² Alina Stefirta, Prompt Strata Management

³ Stephanie Yun, Strata Mastery

Disclosure Notice

(308) Legal Profession Act 2007 (Qld)



Matter details

Client:	Sanctuary Cove Primary Thoroughfare Body Corporate
Matter:	Recycled Water Customer Schedule with CoGC and Deed of Supply of Water with SCGCC
Date issued:	15 August 2025

1. The Work – Estimate of your costs

Costs (ex GST)

The following estimate is based on the information available to us to date. It is an estimate, not a quotation and subject to change.

Scope of Work	Fees	Disb.	Total
1. Initial works			
Review and provide advice on:	\$5,000 plus GST	TBA	\$5,000 plus GST
(a) the Deed of Agreement between the PTBC and Sanctuary Cove Golf and Country Club (SCGCC) for the on-supply of C Class water (in its current form); and			
(b) the Recycled Water Supply Customer Schedule with the City of Gold Coast together with the Standard Terms and Conditions forming that contract.			

2. Legal Fees – Your rights

2.1. You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the costs incurred in your matter;
- Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
- Apply for the costs agreement to be set aside (see para 1.4 below);
- Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
- Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
- Be notified of any substantial change in the matters disclosed in this Notice.

2.2. This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled "Legal Costs – Your Right to Know". You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at qls.com.au > For the Community > You and your solicitor > Solicitors' fees and charges. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.

2.3. The law of Queensland will apply to our Costs Agreement. You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable

for example where our services are being primarily provided in another state or territory or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.

2.4. The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld) in the event of a dispute in relation to legal costs:

- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay; and
- To apply to set aside the Costs Agreement within six years or other times as the law permits.

3. Incorporated status of this law practice

3.1. This law practice is an incorporated practice and we advise that:

- The services to be provided are set out in the scope of works below.
- All legal services to be provided under this agreement will be provided by an Australian Legal Practitioner.
- The provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under the proposed Costs Agreement is not regulated by that legislation.
- The information in this paragraph is provided to you in relation to or all matters that you may instruct us on an ongoing basis.

4. Professional fees - How we charge

- 4.1. Unless otherwise stated in the Disclosure Notice or Costs Agreement, we will charge you professional fees for the work we do based on hourly rates as set out in section 5 staff and rates below. The hourly rates charged by our professional staff are set out in section 5. Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.
- 4.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in Section 5.
- 4.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 4.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.

5. Staff and rates

Responsible Partner:	Jason Carlson	Hourly Rates:	Partner	\$750.00
Responsible Solicitor:	Jessica Stanley		Special Counsel	\$700.00
	Senior Associate		Senior Associate	\$650.00
			Associate	\$575.00
			Lawyer	\$500.00
			Graduate	\$400.00
			Clerk or Paralegal	\$350.00

6. Expenses & Disbursements

Internal Expenses

- 6.1. Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.

- 6.2. In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

- 6.3. We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.
- 6.4. Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.
- 6.5. Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained. We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Disclosure of rewards

- 6.6. From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Billing, interest charges and contact person

- 7.1. Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- 7.2. If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at the rate of 10% per annum as prescribed by Regulation 72 of the *Legal Profession Regulation 2017* (Qld), under section 321(3) of the *Legal Profession Act 2007* (Qld) ("LPA").
- 7.3. If you do not pay our account, the proposed Costs Agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.
- 7.4. If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of this Costs Disclosure.

8. Engagement of another law practice (eg barrister)

- 8.1. If we engage another law practice (eg a barrister) on your behalf to provide specialist advice or services you will be advised. We will also provide you with a costs disclosure from that law practice.

9. Termination of our agreement

- 9.1. You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the Costs Agreement, this law practice may suspend work and may cease acting for you.

10. Costs in Court proceedings

- 10.1. If court proceedings are taken on your behalf:
- the court may order that you pay another party's costs (for example, if you lose the case)
 - the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us
 - if the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed Costs Agreement
- 10.2. If you are successful in the litigation, you that may be able to recover some, but not all, of your costs from the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may recover will be between 60% to 80% of your actual costs.
- 10.3. If you are unsuccessful in the litigation, you may be ordered to pay some, but not all, of the costs of the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may be ordered to pay will be between 60% to 80% of the other party's actual costs.
- 10.4. If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this law practice will provide you with a reasonable estimate of my/our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.
- 10.5. In certain cases different levels of costs can be awarded such as where one party makes an offer to the other party which is rejected and at the trial of the proceeding the other party does not achieve a result better than the offer. In these cases an indemnity costs order may be made which increases the costs recovered to a range of 80%-90% of the total cost if not 100%. If an indemnity costs order is made against you it is likely that the costs you will be obliged to pay to the other party will be in the range of 80%-90% of their total costs if not 100%.

11. Acknowledgement

I/we, _____ for and on behalf of
The Client acknowledge that I/we have read and understood the contents
of this Disclosure Notice.

Signed:

Dated:

Matter details

Client:	Sanctuary Cove Primary Thoroughfare Body Corporate
Matter:	Recycled Water Customer Schedule with CoGC and Deed of Supply of Water with SCGCC
Date issued:	15 August 2025

1. Disclosure prior to legal service

- 1.1. Before providing legal services and entry into any Costs Agreement, we are required to provide you with disclosure of information under the *Legal Profession Act 2007* (Qld).
- 1.2. A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
 - a) you acknowledge you have received the Disclosure Notice; and
 - b) that you acknowledge that you have read the Disclosure Notice, which forms part of this agreement.

2. Professional Fees

- 2.1. Unless otherwise stated in the Disclosure Notice, we will charge you professional fees for the work we do based on hourly rates. The hourly rates charged by our professional staff are set out in the Disclosure Notice. **Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.**
- 2.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in the Disclosure Notice.
- 2.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 2.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.
- 2.5. We have set out our estimates for the cost of the work in the Disclosure Notice, as to Professional Fees and Disbursements, under the heading "Costs" in the table headed "The Work", in each case in reference to the corresponding Scope of Work set out in that table.
- 2.6. These costs are calculated in accordance with the hourly rates and costs and disbursements set out in the Disclosure Notice. They do not incorporate estimates for your costs of:
 - a) engaging third parties such as experts and barristers; and
 - b) filing fees and document access fees.
- 2.7. Where an entry in the table is marked "TBA" we are unable at this time to supply an estimate of works or costs involved as the nature and scope of those works is not clear. We will proceed with any such works as and when instructed and charge for those works in accordance with this agreement. We can provide a further estimate if requested as and when we are instructed to undertake such further works, or at any time (however we may remain unable to provide an accurate estimate if the nature and scope of those works remains unclear).
- 2.8. **If the Disclosure Notice provides a range of estimates for certain work, to the extent that we are required to provide you with a single estimate for that work, that single estimate is the upper limit of that range.**

Terms and Conditions

3. Acceptance of offer

This document is an offer to enter into a Costs Agreement with you. If you accept this offer you will be regarded as having entered into a Costs Agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance

- may be by any one of the following ways:
- signing and returning a copy of this document; or
- giving us instructions after receiving this document; or
- contacting us and advising of your acceptance.

We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.

You must:

- provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- act reasonably and take reasonable care to protect your own interests in respect to the matters
- the subject of this document;
- satisfy yourself as to the commercial viability of transactions (if any); and
- where relevant, investigate the bona fides of the other parties to the transaction, checking
- all financial matters and assessing the commercial soundness of the transactions.

Where you instruct us jointly with one or more other parties, you and each other party will be jointly and severally liable to pay our bills

4. Scope of Work

You have instructed us to undertake the Work set out in section 1 of the Disclosure Notice.

5. Estimate of Professional fees

Please note that, except to the extent provided otherwise in the Disclosure Notice, the amounts in the Disclosure Notice are estimates only and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters. In this event we will provide you with a revised estimate as soon as practicable.

Some of the variables which may impact upon the cost estimate provided above include the following:

- the number and duration of telephone calls or other communications;
- your prompt and efficient response to requests for information or instructions;
- whether your instructions are varied;
- whether documents have to be revised in light of varied instructions;
- the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- changes in the law;
- the complexity or uncertainty concerning legal issues affecting your matter;
- the volume, quality and complexity of materials provided or obtained;
- the orders or directions of a Court or Tribunal; and
- the quality of expert material and the expertise and experience of any expert witnesses or consultants.

6. Expenses & Disbursements

Internal Expenses

Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.

In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.

Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.

Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained.

Disclosure of rewards

From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card

rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Contact Person

If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of the Costs Disclosure.

8. Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

9. Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us or: c) contacting us and advising of your acceptance. Upon acceptance you agree to pay for our services on these terms.

10. Interest Charges

Interest at the maximum rate prescribed in Regulation 72 of the Legal Profession Regulation 2017 (being 10% per annum) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

11. Recovery of Costs

The Legal Profession Act 2007 (QLD) ("LPA") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the LPA) has been given to you.

12. Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- approve credit;
- ask the client to pay monies into our trust account;
- ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

13. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements as they become due. A trust statement will be forwarded to you upon completion of the matter.

14. Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

15. Termination by Us

We may cease to act for you or refuse to perform further work, including:

- while any of our tax invoices remain unpaid;
- if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- if you refuse to accept our advice;
- if you indicate to us or we form the view that you have lost confidence in us;
- if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- if in our sole discretion we consider it is no longer appropriate to act.

We will give you reasonable written notice of termination of our services.

You will be required to pay our costs incurred up to the date of termination.

16. Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

17. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or

control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and

s) our lien will continue notwithstanding that we cease to act for you.

18. Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. We are required to collect the full name and address of our clients by the Australian Solicitors Conduct Rules (QLD). Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of the LPA and to comply with our duty to the courts. Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances. If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading. Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General and third parties involved in the completion or processing of a transaction. We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions. We manage and protect your personal information in accordance with our privacy policy (which can either be found on our firm website or a copy of which we shall provide at your request). Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing. We are required and committed to protecting your personal information in accordance with our obligations under the Privacy Act 1988 and the National Privacy Principles.

19. Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

20. Sending Material by Email

By entering this Agreement you ask us to transmit documents to you electronically to an email address or addresses provided to us from time to time. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files.

21. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

22. Copyright

This agreement does not constitute any transfer, assignment, licence or other right to use or reproduce any letters, documents or materials we prepare as a result of this agreement.

23. Governing Law

The law of Queensland governs these terms and legal costs in relation to any matter upon which we are instructed to act.

Execution

I/we, _____ for
and on behalf of the Client acknowledge that I/we have read
and understood and agree to the contents of this Costs
Agreement.

Signed:

Dated:

15 August 2025

The Chairperson
Principal Body Corporate
Sanctuary Cove

By Email: stuart@shakespeares.info

Dear Stuart Shakespeare

Re: Sanctuary Cove Community Services Ltd and my tenure as director

I have appreciated the opportunities to meet with you to discuss my tenure as director of Sanctuary Cove Community Services Limited (the **Company**). Our discussions have been frank and direct but I understand your role is to have regard to, and represent the interests of, the PBC.

I believe that the current Board is working very well. The Board has been faced with a number of challenges over the past 18 months that it has navigated diligently and respectfully, with the unanimous support of all the directors. Despite some matters being particularly complex, directors have been able to confidently share their views and advance the interests of their Shareholder whilst continuing to act in the best interests of the Company. To that end, I extend my thanks to yourself and Paul Kernaghan.

As we recently discussed, the PTBC faces the following challenges:

1. My intended retirement as a director on 31 October 2025;
2. Barry Teeling's intention to resign as director at the end of August 2025 due to an increased workload.

This means that the PTBC faces the prospect of only having one director sitting on the Board by the end of August and then no director from 1 November 2025. Mulpha does not have the capacity for other senior personnel to step into the role of director at this stage.

Although the PTBC is at liberty to appoint any person as its director, there is a need for director/s to have a thorough understanding of Sanctuary Cove Resort, the PTBC and the PBC and issues that face the commercial, recreational and residential users of the Resort. This limits the pool of potential candidates. With most of the lots in the PTBC owned by Mulpha entities, that leaves Sanctuary Cove Golf and Country Club Holdings Limited (**SCGCC**) as the only entity (aside from the PBC) intimately involved in the Resort. I understand that SCGCC would like for Paul Sanders to focus his workload on their affairs and has not given approval for Mr Sanders to sit on the Board of the Company.

I have given considered thought to what would be in the best interests of the Company and how we may continue with the progress we have made as a Board as we approach the start of a new financial year.

Below is my proposal that I would like for you to raise with the PBC for feedback:

- Upon Barry's resignation, the PTBC will not nominate a replacement director and will only have one director on the Board;

- The PTBC is prepared to have one director on the Board for as long as the Board remains functional and cooperative, and continues to act in the best interests of the Company;
- The PBC continues to have two representatives on the Board;
- I will support a resolution of the Board to appoint a PBC director in the role of Chairman of the Board;
- The Company implements a policy on required/desired Board member skills, experience and behavioural traits and puts in place a professional development program for directors, consistent with the action items developed from the recent governance review. Ideally, this should be achieved by February 2026.
- I withdraw my letter of resignation and continue as a director of the Company;

I am personally prepared to advocate for the above changes with the PTBC members but obviously these are my personal views and have not been ratified by the PTBC in general meeting. I have had some discussions with Mulpha about the proposed changes and, to date, they have indicated support.

I am also supportive of making the changes permanent by amending the Shareholders Agreement, but this would be subject to the final wording of the variations, implementing some safeguards around the qualifications and experience of nominated directors and the approval of both shareholders.

In the interests of the Company and the community I believe the above proposal will be a workable solution to the challenges that will present itself in the very near future.

Please let me have the PBC's feedback on this.

Should you wish to discuss this further, please contact me directly.

Yours faithfully
Stephen Anderson





AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☐ PBC ☒ PTBC

Project/Works Name: Titles Office lodgement & fees - Energex Easement

Brief Description of Works: Lodgement of Easement Documentation with Titles Qld

Location: Caseys Road

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved \$2,085.00 ex GST

Code: 222601 (Irrigation control including Class A water)

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works:

Lodgement of Easement Documentation with Titles Qld including:

- Preparation of OSR Form for stamping by others;
- Lodgement of documents package with Titles Qld.

Reason for Works:

Before lodgement, the Form 9 Easement must be assessed for stamp duty and stamped by the Office of State Revenue (OSR) to ensure the document is legally valid for registration. Following this, Titles Queensland requires the complete package, including the stamped OSR Form and all supporting documents are to be lodged in compliance with strict statutory processes.

This easement is required by Energex for access and rights associated with the newly constructed transformer.

Risks or Impacts:

If the easement is not properly assessed, stamped, and lodged with Titles Queensland, the easement will not be legally registered.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Kevin Holt Consulting	\$ 1,085.00	Single quote obtained as the provider is already engaged and working directly with the appointed contractor, ensuring continuity and efficiency.
Titles Queensland	\$ 1,000.00	Estimated cost only. Refer to attached Titles Queensland fee schedule and stamping charges.

Attachments:

1. Q255661 – Kevin Holt Consulting
2. Titles Queensland Fees estimate

Submitted By: Shanyyn Fox

Date: 20/08/2025



KEVIN HOLT CONSULTING

SURVEYORS AND TOWN PLANNERS

Quotation Q255661

Prepared by Phillip Pozzi
12 August 2025



QUOTATION Q255661

Billing Customer: Body Corporate Sanctuary Cove
Client Name: Shanyn Fox
Client Phone: 07 5500 3302
0431 094 524
Client Email: Shanyn.fox@scove.com.au

Date: 12 August 2025
Valid To Date: 11 September 2025

Address:
Caseys Road,
Hope Island QLD 4212

Titles Office lodgement incl prep of Duty Stamping Form

Lodgement of Easement Documentation with Titles Qld including:
Preparation of OSR Form for stamping by others;
Lodgement of documents package with Titles Qld.

Sub-Total ex. GST	\$1,085.00
Total ex GST	\$1,085.00
GST	\$108.50
Total Inc. GST	\$1,193.50

Exclusions

- Office of State Revenue Stamping fees.
- Titles QLD registration fees not included and to be paid prior to lodgement for registration.

TERMS AND CONDITIONS

This agreement is made and entered into by the "Client" and Kevin Holt Consulting Qld Pty Ltd.

1 VALIDITY

This Fee Proposal is open for acceptance in its current form for a period of **30 days only**. Should we be engaged to conduct these works after this period a review of this Fee Proposal may be required. The Fee Proposal amounts and rates are fixed for a period of **twelve (12) months**, and thereafter may be subject to annual review by CPI or other market factors.

2 ACCEPTANCE

Whilst your verbal instruction to proceed with works is satisfactory to confirm engagement, we require the signed Proposal Acceptance to be returned to Kevin Holt Consulting Qld Pty Ltd.

3 TERMS OF PAYMENT

Invoices are normally issued monthly or on completion of project, payment in full of each invoice is payable. At the option of the Company, interest may be charged on the daily balance of overdue accounts at the same rate of the maximum overdraft rate fixed by the Westpac Banking Corporation at the time, plus 2.5% without relieving the Client of his/her obligation to pay the account. The Company shall also be entitled to recover as a debt all costs, legal fees and expenses, court costs and fees, collection agency charges paid or due for payment by the Company and any such further sums that will fully recompense the Company for all its costs, expenses and losses incurred in respect of failure, refusal or default of the Client to pay in full as aforesaid.

4 INSURANCE

We will maintain professional indemnity and public liability insurance. Certificates of currency are available upon request.

5 LIABILITY

To the maximum extent permitted by law, any liability we have to you is limited (in the aggregate) to the lesser of AUD\$2 million or ten times the fees paid under the agreement, and you release us from any further liability. To the extent that we are not permitted by law to limit our liability as detailed in the previous clause, any liability we have to you is limited to re-supplying the services. On the date that is one year after the date we send you our final invoice for the services, you release us and our servants, employees, agents and sub-consultants from all liability. For the purposes of this clause, we contract on our own behalf and also on behalf of each of our employees, agents and sub-consultants.

6 COPYRIGHT AND USE OF DOCUMENTS

- 6.1 Copyright and the intellectual property in all drawings, reports, specifications, calculations and other documents produced in connection with the Services shall remain vested in Kevin Holt Consulting (Qld) Pty Ltd.
- 6.2 The aforementioned documents and services may only be used for the purpose for which they were commissioned without the prior written approval of Kevin Holt Consulting (Qld) Pty Ltd.
- 6.3 Provided the Client pays Kevin Holt Consulting (Qld) Pty Ltd in full for the Fee and, if applicable, the Reimbursable Expenses, the Client shall have a licence to use the documents referred to in clause 6.1 for the sole purpose of completing the Project.
- 6.4 Kevin Holt Consulting (Qld) Pty Ltd may with the prior consent of the Client publish, either alone or in conjunction with others, articles, photographs and other illustrations relating to the Project.

7 VARIATIONS AND HOURLY RATES

The Fee Proposal covers those items detailed in the respective Scope of Works. Should we be required or asked to perform works outside the project scope, we will discuss this matter with you. Similarly, additional works will be charged at **hourly rates** unless otherwise specified. Any costs associated with delays and or rescheduling of planned site visits will be charged at our standard rates.

8 CANCELLATION

8.1 Cancellation of Professional Services - time and materials base project:

- a) All unpaid invoices are due and immediately payable.
- b) Any services rendered to date but not yet invoiced are immediately due and payable.
- c) Any withheld amounts or retentions pertaining to work done are immediately due and payable. Any amounts not yet invoiced are, on presentation of an invoice, deemed to be properly invoiced.
- d) Cancellation of services can only be cancelled by the Client where written request for cancellation has been made by the client and accepted by Kevin Holt Consulting and the Client accepts any costs arising out of such cancellation.

8.2 Cancellation of Professional Services - fixed price project:

- a) All unpaid invoices are due and immediately payable.
- b) All achieved milestones not yet invoiced are due and immediately payable.
- c) Any services rendered to date but not yet invoiced are immediately due and payable.
- d) Any withheld amounts or retentions pertaining to work done but not invoiced are immediately due and payable
- e) Cancellation of services can only be cancelled by the Client where written request for cancellation has been made by the client and accepted by Kevin Holt Consulting and the Client accepts any costs arising out of such cancellation.

8.3 Current and New Fee Proposals for a period of 12 months (ie builders)

- a) Cancellation of services can only be cancelled by the Client where written request for cancellation has been made by the client and accepted by Kevin Holt Consulting and the Client accepts any costs arising out of such cancellation.
- b) Any services rendered to date but not yet invoiced will be charged out at 50% of the agreed fixed fee.

[Fees & Payments](#) > Fee calculator

Fees & Payments
Fee calculator
[Transfer duty](#)
[Payments & Lodgement](#)

Fee calculator

Calculate lodgement fees using our fee calculator below. Fees are updated each year on 1 July, unless advised otherwise.

Titles Queensland fees are available here – [FY25/26](#).

Read our [copyright statement and disclaimer](#) before using the fee calculator.

Please note, some of these forms may need to be assessed for transfer duty. Find out [when transfer duty applies](#) and [how to lodge for transfer duty](#).

Lodgement and payment options

Refer to [payments and lodgement](#) for details.

Fee calculator

Click on the relevant Titles Queensland form below. Statutory fees are not subject to GST.

Priority Notice, Extension of Priority Notice and Withdrawal of Priority Notice	+
Form 1 – Transfer	+
Mortgage (National Mortgage Form)	+
Form 3 – Release of mortgage	+
Form 4 – Request to record death	+
Form 5 – Transmission application (grant in Queensland)	+
Form 5A – Transmission application (no grant in Queensland)	+
Form 6 – Transmission application for registration as devisee/legatee	+
Form 7 – Lease/sublease	+
Form 8 – Surrender of freehold lease or sublease	+
Form 9 – Easement	—

Fees

\$238.14

Lodgement fee

\$238.14

Total fee payable

Form 13 – Amendment	+
Form 14 – General request	+
Form 16 – Request to register power of attorney/revocation of a power of attorney	+
Form 18 – General consent	+
Form 20 – Schedule, enlarged panel	+
Form 21 – Survey plan	—

An additional regulated fee will apply for lodging other forms associated with a survey plan, such as an easement, lease, covenant or profit a prendre instrument. Please refer to the fee calculator for that form or to the 'Titles Queensland fees' at the top of this page.

Enter "0" (zero) if there is no number required in any of the below fields.

New lots

0

Total number of new lots (include public use lots but do not include areas of common property as a lot)

Public use lots

0

Number of public use lots (e.g. park)

Easements

1

Number of areas identified by the plan for new easement (or proposed easement), lease, covenant and profit a prendre purpose/s

Fees

\$476.31

Lodgement fee

\$35.04

Additional lots and interests fee

\$0.00

New titles fee

\$511.35

Total fee payable

Reset

Form 24 – Property information (transfer)	+
Form 24A – Property information (transmission application)	+
Form 25 – Foreign ownership information	+
Form 29 – Profit a prendre	+
Form 30 – Mortgage priority	+
Form 31 – Covenant	+
Form 32 – Building management statement	+
Form 33 – Release of covenant/Profit a prendre	+
Form 34 – Extinguishment of building management statement	+
Form 36 – Carbon abatement interest	+
Form 37 – Surrender of carbon abatement interest	+



Queensland Titles Registry Pty Ltd. | ABN 23 648 568 101

[About Titles Queensland](#)

[Sustainability](#)

[Titles Queensland's Reconciliation Action Plan](#)

[Titles Queensland Board](#)

[Titles Queensland Chief Executive Officer](#)

[Policies](#)

[Titling activity](#)

[Compliments and Complaints](#)

[Compensation under the Land Title Act 1994](#)

[Contact us](#)

Hi Shanyyn,

Estimates only.

Stamping \$98.28 per transaction (exclusive of GST), being total fee of \$108.10 to complete your stamp duty assessment.

Titles Qld as per attached.

Regards

Phillip Pozzi

Cadastral Consulting
Surveyor (Qld)
Registered Surveyor (NSW)
Chairman, ISAQ BEF

Kevin Holt Consulting



07 3219 0400 | 0459 462 223



ppozzi@kevinholtconsulting.com



www.kevinholtconsulting.com



[Level 1, Building 18 - 107 Miles Platting Road, Eight Mile Plains QLD 4113](#)



PTBC

SME Multiple Site Electricity Agreement

A competitive tender process was undertaken by Leading Edge with suppliers invited to submit proposals. The summary and recommendations are listed below.

- Origin is the overall winning Retailer offering you a 22% discount on total bill charges.
- The **annual estimated combined savings would be \$5,852** when compared to the current charges.
- Origin has offered variable rates with fixed discount for 24months.
- The contracts are not-locked and has no exit fees, allowing for tendering
- Origin is the only Retailer who can backdate the start of the agreement to 01/07/2025.
- Validity on the offer is until COB on Thursday 28th August.

Site Address	NMI	Total Consumption	Current Total Spend PA	Next Business Energy	Origin Energy	Momentum Energy	Energy Australia
Pump Cubicle 94 5700 Anchorage Tce	QB087200886	504	\$ 635.7	\$ 666.6	\$ 495.8	\$ 924.2	\$ 513.5
Irrigation Pump 91 The Parkway	31200671308	1,731	\$ 1,028.6	\$ 831.9	\$ 802.3	\$ 994.3	\$ 882.2
Sanctuary Cove Bld1 Sewer Pump 32 U 1H Masthead Way	31159028111	5,688	\$ 2,296.4	\$ 1,945.3	\$ 1,791.2	\$ 1,975.5	\$ 1,976.1
3 U 28 30 The Pkwy	QB079120210	8,835	\$ 3,304.7	\$ 2,423.2	\$ 2,577.7	\$ 2,803.4	\$ 2,771.9
2 The Parkway	QB079120481	14,754	\$ 5,201.2	\$ 3,965.0	\$ 4,057.0	\$ 4,418.4	\$ 4,376.7
Sbrd1 St Lighting Private Road 11 Santa Barbara Road	31200303024	19,976	\$ 6,874.3	\$ 5,466.1	\$ 5,361.9	\$ 5,596.3	\$ 5,792.4
Sbd 3 St Lighting 11 Santa Barbara Road	31200307644	21,178	\$ 7,259.6	\$ 5,719.7	\$ 5,662.5	\$ 5,867.6	\$ 6,118.5
Total		415,575	\$ 26,600.5	\$ 21,017.8	\$ 20,748.4	\$ 22,579.8	\$ 22,431.3
Cost Movement				\$ 5,582.6	\$ 5,852.1	\$ 4,020.7	\$ 4,169.2

* Next Business Energy has additional **Demand Charges** which have been estimated for indicative purposes for comparatives. As actual demand charges are currently not incurred there

PTBC

Large Market Electricity Review

Cost Projection Comparison per Tender Submission

A competitive tender process was undertaken by Leading Edge with suppliers invited to submit proposals. The summary and recommendations are listed below.

TERM	Current	AGL	AGL New	Engie	Momentum Energy	Next Business Energy	Origin Energy incl 1/7/2025 Pricing discount	Shell Energy	Smartest Energy
		Whole of Bill	Whole of Bill	Whole of Bill	Whole of Bill	Whole of Bill	Whole of Bill	Whole of Bill	Whole of Bill
Term Ending 2026	\$145,139.99	\$80,815.16	\$78,082.52	\$81,207.14	\$85,221.13	\$85,589.78	\$71,057.44	\$80,396.14	\$82,192.60
Term Ending 2027	\$145,139.99	\$80,022.14	\$77,283.43	\$79,536.79	\$82,652.12	\$84,617.48	\$70,286.40	\$79,281.04	\$79,954.73
Term Ending 2028	\$145,139.99	\$79,089.65	\$76,393.32	\$78,364.37	\$80,993.98	\$83,500.46	\$69,358.60	\$78,218.87	\$78,501.10
Term Ending 2029	\$145,139.99	\$78,413.24	\$75,733.87	\$77,793.38	\$79,777.32		\$68,858.03	\$77,416.62	
Term Ending 31/12/2029 & 2030	\$145,139.99	\$78,135.23	\$75,454.05				\$68,196.19	\$76,810.53	

Summary

Origin Energy's annual pricing estimate factors in a discount factor applied to electricity supplied from 1 July 2025 bringing Origin Energy to be the price leader across the submissions received. Origin was the only retailer offering the pricing to retrospectively apply from 1 July 2025.

Leading Edge's recommendation on contract term:

- 12 months is considered short-term and generally attracts a higher price per MWh due to being closer to the spot market and demand
- **24–36 months is mid-term and typically provides a good balance between price certainty and flexibility.**
- 48 months is long-term and useful in highly volatile markets, but may carry more forward risk.

That said, the 36-month term is currently offering the most value across retailers, aligning well with the market's forward curve. It also provides protection from year-on-year volatility while locking in rates close to recent lows (the 3-year average is sitting around \$96/MWh, with only June showing a temporary dip in the past year).

Rates submitted by Electricity Retailers for 2 PTBC large electricity supply meters.

leading edge energy Offer Ranking Summary

Company Name : Sanctuary Cove Primary Thoroughfare Gpt 201
Address : Security Round House The Parkway, Hope Island, QLD, 4212
NMI : QB07494165
Client Contact : Mika Yanaka
Trading Name : Sanctuary Cove Primary Thoroughfare Got 201
Current Retailer : Origin Energy
Network : Energex
Consultant : Krystle Will

Retailer	Offer		Term	Structure	Expiry	Rates			Estimated Spend		Cost Movement	
	Start Date	End Date				Peak	Shoulder	Off Peak	Monthly	Annual	Annualised (\$)	Movement %
Current Retailer						\$ 0.3000	\$ 0.0000	\$ 0.2350	\$ 6,473.17	\$ 77,878.08		
AGL New	05/08/2025	31/07/2028	35	Stepped	08/08/2025	\$ 0.1189	\$ 0.0000	\$ 0.0851	\$ 3,388.22	\$ 40,394.59	▼ \$ 37,283.48	▼ 48.00%
Origin Energy	01/07/2025	30/06/2028	36	Stepped	08/08/2025	\$ 0.1019	\$ 0.0000	\$ 0.1053	\$ 3,421.32	\$ 41,055.83	▼ \$ 36,622.24	▼ 47.15%
Engie	01/09/2025	31/08/2028	36	Stepped	08/08/2025	\$ 0.1097	\$ 0.0000	\$ 0.1012	\$ 3,451.83	\$ 41,421.91	▼ \$ 36,256.16	▼ 46.87%
Shell Energy	01/08/2025	31/05/2028	36	Stepped	11/08/2025	\$ 0.1225	\$ 0.0000	\$ 0.0957	\$ 3,452.74	\$ 41,432.87	▼ \$ 36,245.21	▼ 46.86%
Smartest Energy	01/06/2025	31/05/2028	36	Stepped	08/08/2025	\$ 0.1197	\$ 0.0000	\$ 0.0948	\$ 3,461.57	\$ 41,538.86	▼ \$ 36,139.21	▼ 46.52%
AGL	05/08/2025	31/07/2028	35	Stepped	08/08/2025	\$ 0.1282	\$ 0.0000	\$ 0.0871	\$ 3,488.83	\$ 41,886.01	▼ \$ 35,812.07	▼ 46.10%
Momentum Energy	01/06/2025	31/05/2028	36	Stepped	11/08/2025	\$ 0.1133	\$ 0.0000	\$ 0.1036	\$ 3,570.17	\$ 42,842.09	▼ \$ 34,835.98	▼ 44.85%
Next Business Energy	01/06/2025	31/05/2028	36	Stepped	08/08/2025	\$ 0.1518	\$ 0.0000	\$ 0.0858	\$ 3,690.85	\$ 44,287.86	▼ \$ 33,390.22	▼ 42.99%

** Stepped rates are averaged over the term of the offer for the purpose of comparison. The rates that appear on the actual contract will appear different.

Leading Edge Energy

Commercial in Confidence / Terms & Conditions Apply.

Job ID 96536

Date : 05/08/2025

leading edge energy Offer Ranking Summary

Company Name : Sanctuary Cove Primary Thoroughfare Gpt 201
Address : Bulk Metering Point 100-180 Shelter Road, Coombabah, QLD, 4216
NMI : QB07644442
Client Contact : Mika Yanaka
Trading Name : Sanctuary Cove Primary Thoroughfare Got 201
Current Retailer : Origin Energy
Network : Energex
Consultant : Krystle Will

Retailer	Offer		Term	Structure	Expiry	Rates			Estimated Spend		Cost Movement	
	Start Date	End Date				Peak	Shoulder	Off Peak	Monthly	Annual	Annualised (\$)	Movement %
Current Retailer						\$ 0.3000	\$ 0.0000	\$ 0.2350	\$ 5,821.83	\$ 67,461.92		
AGL New	05/08/2025	31/07/2028	35	Stepped	08/08/2025	\$ 0.1189	\$ 0.0000	\$ 0.0851	\$ 2,999.89	\$ 35,998.73	▼ \$ 31,463.19	▼ 46.84%
Origin Energy	01/07/2025	30/06/2028	36	Stepped	08/08/2025	\$ 0.1019	\$ 0.0000	\$ 0.1053	\$ 3,056.44	\$ 36,677.27	▼ \$ 30,784.65	▼ 45.63%
Shell Energy	01/06/2025	31/05/2028	36	Stepped	11/08/2025	\$ 0.1225	\$ 0.0000	\$ 0.0957	\$ 3,065.50	\$ 36,788.01	▼ \$ 30,675.91	▼ 45.47%
Engie	01/09/2025	31/08/2028	36	Stepped	08/08/2025	\$ 0.1097	\$ 0.0000	\$ 0.1012	\$ 3,078.54	\$ 36,942.46	▼ \$ 30,519.46	▼ 45.24%
Smartest Energy	01/06/2025	31/05/2028	36	Stepped	08/08/2025	\$ 0.1197	\$ 0.0000	\$ 0.0948	\$ 3,080.19	\$ 36,962.24	▼ \$ 30,499.68	▼ 45.21%
AGL	05/08/2025	31/07/2028	35	Stepped	08/08/2025	\$ 0.1282	\$ 0.0000	\$ 0.0871	\$ 3,101.97	\$ 37,223.84	▼ \$ 30,238.28	▼ 44.82%
Momentum Energy	01/06/2025	31/05/2028	36	Stepped	11/08/2025	\$ 0.1133	\$ 0.0000	\$ 0.1036	\$ 3,179.32	\$ 38,151.89	▼ \$ 29,310.03	▼ 43.45%
Next Business Energy	01/06/2025	31/05/2028	36	Stepped	08/08/2025	\$ 0.1518	\$ 0.0000	\$ 0.0858	\$ 3,267.72	\$ 39,212.80	▼ \$ 28,249.32	▼ 41.87%

** Stepped rates are averaged over the term of the offer for the purpose of comparison. The rates that appear on the actual contract will appear different.

Leading Edge Energy

Commercial in Confidence / Terms & Conditions Apply.

Job ID 96537

Date : 05/08/2025

CORRESPONDENCE FOR INFORMATION

6 August 2025

Sanctuary Cove Primary Thoroughfare Body Corporate
Office 6, Building 5
Masthead Way
SANCTUARY COVE QLD 4212

By Email: enquiries@scove.com.au

Dear Proper Officer

**DEMAND TO IMMEDIATELY CEASE AND DESIST FROM UNLAWFUL TRESPASS &
PRIVATE NUISANCE – QUEENSLAND PROPERTY HOLDINGS PTY LTD ACN 010 964
815 -v- SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE**

1. We refer to the above matter and confirm that we act on behalf of Queensland Property Holdings Pty Ltd, the owner of 5924 Turnberry Terrace, Sanctuary Cove QLD 4212 (**the Property**).
2. We refer to our letter to your office dated 15 April 2021.
3. Despite the extensive history between our client and the Body Corporate for Cassia and the Sanctuary Cove Primary Thoroughfare Body Corporate, we are instructed that the underlying issue remains unresolved. The Corella Management Program (**the Program**) has continued to operate on a seasonal basis, and certain activities are still being conducted within 100-metres of the Property, as set out below.
4. We are instructed as follows:
 - (a) Since our letter dated 15 April 2021, the Primary Thoroughfare Body Corporate (**the PTBC**) has persisted in carrying out activities related to the Program on a seasonal basis.
 - (b) These activities include the use of tools such as “pyrotechnics, gas cannons, sirens, predatory bird calls, clappers and banging tools” (**the Tools**). Of particular frustration to our client is the utilisation of the so-called gas scare guns (**Scare Guns**).
 - (c) Whilst the Program has since ceased deploying the Tools within 100 metres of the Property, Scare Guns have been observed to discharge explosive sound-emitting projectiles at heights and angles that intrude above the Property’s lot boundary, causing substantial acoustic and physical interference with the Property. This has been observed from the hours of 7:00am to 5:30pm Monday to Friday, for up to four (4) hours and generates noise levels estimated to exceed 120dB.
 - (d) This persisting Scare Gun activity has caused and continues to cause severe emotional distress to the occupants, including the need to seek medical attention on a significant number of occasions, the declining mental health of Ms Sue

Grey, a significant adverse effect on her quality of life and constituting interference with the quiet enjoyment of the Property.

5. In the premises, as the creator of the noises, the PTBC may be liable under the torts of trespass and private nuisance, as adumbrated below.

Trespass to airspace

6. Under *Bury v Pope* (1586) 78 ER 375 and the maxim *cujus est solum ejus est usque ad coelum et ad inferos*, a landowner holds rights “up to the sky and down to the centre of the earth.”
7. As clarified in *Bernstein of Leigh v Skyviews & General Ltd* [1978] QB 479, this right is limited to the extent necessary to allow ordinary use and enjoyment of the land and its airspace. The Court further confirmed that any incursion into airspace at a height which may interfere with ordinary use constitutes trespass, even if the owner is not using that space at the time, as per *LJP Investments Pty Ltd v Howard Chia Investments Pty Ltd* (1989) 24 NSWLR 490 at 495G.
8. The deployment of the Scare Gun in our client’s airspace is a direct physical incursion sufficient to establish trespass, affecting our client’s ordinary use and enjoyment of the land.

Private nuisance

9. The prolonged extreme noise and physical disruption caused by the Scare Gun amounts to a substantial and unreasonable interference with our client’s use and enjoyment of the Property. As previously stated in our letter dated 15 April 2021, such liability is strict meaning the PTBC would be liable for it regardless of whether its creation of the noise is well-intentioned for some collateral purpose.

Urgent Demand for Undertaking to Cease and Desist

10. We are instructed to demand an urgent undertaking to cease and desist from carrying out the Program anywhere within one hundred (100) metres of the Property, particularly including launching Scare Gun projectiles that trespass into the Property’s airspace and/or infringe on this one hundred (100) metre radius.
11. If an undertaking is not received before **4:00pm on 12 August 2025**, we put you on notice that we hold strict instructions to apply to the court for urgent injunctive relief to prohibit you from carrying out the Program near the Property, and we would seek our client’s costs of the application.

Yours faithfully



Melissa Inglis
Partner
Rose Litigation Lawyers
melissa@roselitigation.com.au

From: [PTBC](#)
To: [Melissa Inglis](#); [PTBC](#)
Cc: [Eamon O'Shanassy](#)
Bcc: [Cassie McAuliffe](#)
Subject: RE: Our Clients; : Queensland Property Holdings Pty Ltd, Mr P Watkins and Ms S Grey
Date: Thursday, 14 August 2025 2:01:08 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Dear Melissa,

Thank you for your email dated 12 August 2025.

To assist us in reviewing this matter we request that your client provide evidence demonstrating that the alleged gas scare guns exceed 120 dB for a cumulative total of four hours between 7:00 am and 5:50 pm, Monday to Friday.

We look forward to your response.

For and on behalf of the PTBC

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



SANCTUARY COVE COMMUNITY SERVICES LIMITED

This email and any files transmitted with it are subject to copyright, confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify us via telephone or email and delete this email and any attachments from your computer.

From: Melissa Inglis <melissa@roselitigation.com.au>
Sent: Tuesday, 12 August 2025 4:25 PM
To: PTBC <ptbc@scove.com.au>
Cc: Eamon O'Shanassy <e.oshanassy@roselitigation.com.au>
Subject: RE: Our Clients; : Queensland Property Holdings Pty Ltd, Mr P Watkins and Ms S Grey

Dear Proper Officer,

We refer to your **below** response to our letter dated 6 August 2025.

Whilst we appreciate your acknowledgement that the activities under the Corella Management Program have been conducted beyond the 100-metre boundary of our client's property, your response does not provide confirmation that the tools will not be directed toward our client's property or intrude into our

client's airspace going forward. We require explicit confirmation on this point.

In addition, we request that you provide a copy of the schedule outlining the proposed animal dispersion program.

We ask that both your confirmation and the program schedule be provided by close of business this Friday, 15 August 2025. Failing this, our client will consider alternative avenues of protecting their position.

We look forward to your response.



Melissa Inglis

Partner

T. [07 5574 0011](tel:0755740011)

M. [0413 452 909](tel:0413452909)

E. melissa@roselitigation.com.au

Level 9, Corporate Centre One, 2 Corporate Ct, Bundall, QLD 4217

Level 16, 324 Queen St, Brisbane, QLD 4000

www.roselitigation.com.au



IMPORTANT NOTICE: Cyber risks when transferring or depositing money
The legal industry has been targeted by cyber-criminals. You should contact our office to confirm bank details verbally before you remit any funds to our account. We will ask you to provide us with the bank account details that you have been given, and we will verbally confirm the correct bank account details. There will always be a member of our team available to conduct this process with you during business hours and you will only be required to do this for the first transfer made. You should only phone our direct office number (07 55740011 for Gold Coast or 07 3211 2922 for Brisbane) to verify our bank account details. Should our bank account details change, we will contact you via secure means to advise you of this. Should you receive unauthorised communication which purports to change our bank account details, please disregard and contact us immediately.
IMPORTANT NOTICE: This message is intended for the above entity or individual and may contain confidential and legally privileged information. If you are not the intended recipient, any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error please respond notifying us and destroy this communication. It is the responsibility of the recipient to scan this email for viruses.
Rose Litigation Lawyers does not warrant that it is free from virus or error.
Liability Limited by a scheme under professional standards legislation.

From: PTBC <ptbc@scove.com.au>

Sent: Tuesday, 12 August 2025 11:41 AM

To: Melissa Inglis <melissa@roselitigation.com.au>

Subject: FW: Our Clients; : Queensland Property Holdings Pty Ltd, Mr P Watkins and Ms S Grey

You don't often get email from ptbc@scove.com.au. [Learn why this is important](#)

Good morning, Melissa,

The PTBC acknowledges receipt of your letter dated 6 August 2025.

They confirm that Biodiversity has verified that their activities under the Corella Management Program were conducted at locations exceeding the 100-metre limit from 5924, as specified in the request.

For and on behalf of the PTBC.

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

SANCTUARY COVE COMMUNITY SERVICES LIMITED

This email and any files transmitted with it are subject to copyright, confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify us via telephone or email and delete this email and any attachments from your computer.

From: Melissa Inglis <melissa@roselitigation.com.au>

Sent: Wednesday, 6 August 2025 12:22 PM

To: enquiries <enquiries@scove.com.au>

Subject: Our Clients; : Queensland Property Holdings Pty Ltd, Mr P Watkins and Ms S Grey

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Dear Proper Officer

Please find **attached** our letter to you bearing today's date and requiring immediate attention.

Regards,



Melissa Inglis

Partner

T. [07 5574 0011](tel:0755740011)

M. [0413 452 909](tel:0413452909)

E. melissa@roselitigation.com.au

Level 9, Corporate Centre One, 2 Corporate Ct, Bundall, QLD 4217

Level 16, 324 Queen St, Brisbane, QLD 4000

www.roselitigation.com.au



IMPORTANT NOTICE: Cyber risks when transferring or depositing money
The legal industry has been targeted by cyber-criminals. You should contact our office to confirm bank details verbally before you remit any funds to our account. We will ask you to provide us with the bank account details that you have been given, and we will verbally confirm the correct bank account details. There will always be a member of our team available to conduct this process with you during business hours and you will only be required to do this for the first transfer made. You should only phone our direct office number (07 55740011 for Gold Coast or 07 3211 2922 for Brisbane) to verify our bank account details. Should our bank account details change, we will contact you via secure means to advise you of this. Should you receive unauthorised communication which purports to change our bank account details, please disregard and contact us immediately.
IMPORTANT NOTICE: This message is intended for the above entity or individual and may contain confidential and legally privileged information. If you are not the intended recipient, any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error please respond notifying us and destroy this communication. It is the responsibility of the recipient to scan this email for viruses.
Rose Litigation Lawyers does not warrant that it is free from virus or error.
Liability Limited by a scheme under professional standards legislation.

15 August 2025

Chairperson, Sanctuary Cove Primary Throughfare Body Corporate
c/- Sanctuary Cove Community Services Limited
PO Box 15
SANCTUARY COVE QLD 4212

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

By email: ptbc@scove.com.au
ptbc@scove.com.au

Dear Shareholders,

UPDATE ON COMPANY GOVERNANCE REVIEW

At the Board meeting held on 26 July 2024, the Board agreed that a governance review of Sanctuary Cove Community Services Limited (the **Company**) was required.

The Company had initially anticipated having the outcome of that review to its Shareholders by the end of 2024. However, following the resignation of the Chief Executive Officer in October 2024, the reshaping of the operational leadership role of the Company and the onboarding of a new General Manager in March 2025, the initial timeframe contemplated by the Board for the governance review was unexpectedly pushed out.

The Board is now pleased to share with its Shareholders that the governance review has been conducted. **Enclosed** with this letter is a Summary Report to Shareholders, including the key challenges that the Company has faced and may continue to face into the future, along with specific action items to address these identified challenges.

Below, the Board has set out answers to some questions that it expects its Shareholders may have.

1. *How did we conduct the review?*

During the time that the Company did not have a Senior Executive reporting to the Board (seven months), the four Department Managers, the Executive Assistant and the In-House Legal Counsel reported to various Directors who they sought guidance from regularly. This change in operational reporting gave the Board useful insight into the history, status and processes of the Company.

From its heavy involvement in the running of the Company and dealing with matters ranging from expenditure requests to human resourcing issues to unique queries arising under our purpose-built legislation, the Board was able to quickly identify areas of concern requiring attention.

Since the onboarding of the new General Manager, Cassie McAuliffe, the Board has worked closely with Cassie, passing on its initial findings and receiving feedback on any additional areas of concern.

From there, the Board (led by Paul Kernaghan with the assistance of the Company's In-House Legal Counsel) prepared a detailed report to the Board that covered key challenges for the Company that had been identified and a proposed list of action items to address the challenges.

The Board has brought to this exercise considerable corporate experience, intimate knowledge of Sanctuary Cove Resort and its history, and shared involvement in the Company affairs that has translated to the review being handled efficiently, resourcefully and to a high professional standard.

2. *What did the review find?*

Although the current Company model has generally served the Shareholders well over time compared to potential alternatives, there have been periods where the conduct and performance of the Company, and the relationship between the Company and the bodies corporate, and indeed between the bodies corporate, has been unsatisfactory.

The SCCSL Group is not a large organisation, but it does employ 55 people and manages an average of \$17million – \$20million of gross annual expenditures on behalf of the bodies corporate. As such, the Company has a significant responsibility to utilise client funds efficiently to deliver the services it is contracted to provide.

Shareholders hold a reasonable expectation that appropriate standards of corporate governance will be applied to the stewardship of the Company – and rightfully so.

With the above in mind, there were 10 key challenges that the Board identified in its review. These challenges are included on page 1 of the enclosure. Some of those challenges include:

- lack of clarity and alignment regarding the purpose of the Company, who the Company serves, the scope of services and direction of the Company;
- Directors have had varying levels of engagement, relevant skills and corporate governance experience; and
- the Company previously adopted a minimalist communications approach with its Shareholders.

3. *What do we plan to do moving forward?*

There are 12 categories of proposed action items (totaling 23 items) that have been developed from the review. These appear on pages 2 and 3 of the enclosure and relate back to the challenges identified.

The next phase of work for the Board will be to determine (in consultation with Company staff) a realistic timeframe to roll out the action items. It will be difficult to execute all proposed actions in a short timeframe and therefore actions will need to be prioritised in relation to resource availability and other Company priorities. Rest assured, the Board and Management are committed to improving the Company's operation for its Shareholders.

The Board thanks you for your patience in awaiting the completion of this governance review and welcomes any questions. Those questions should be directed to your Shareholder's Nominee Director (being Stuart Shakespeare or Stephen Anderson).

Yours sincerely,



Stephen Anderson
Director
Sanctuary Cove Community Services Limited



Paul Kernaghan
Director
Sanctuary Cove Community Services Limited



Stuart Shakespeare
Director
Sanctuary Cove Community Services Limited



Barry Teeling
Director
Sanctuary Cove Community Services Limited

Encl.

Governance Review: Summary Report to Shareholders

Challenges:

1. Lack of clarity and alignment regarding the purpose of the Company, who the Company serves, the scope of services and direction of the Company.
2. Frequent turnover of Directors on a small Board. This is particularly so with PBC Shareholder, who historically has nominated its Chairperson as a Director where their tenure has often been limited to one year.
3. Nominee Directors appointed have had varying levels of engagement, relevant skills and corporate governance experience as Directors.
4. There has been insufficient definition of the role of the Board and individual Directors in the context of the Company's environment and Shareholders.
5. In the past, Members of the Board and Management have found it challenging to identify and manage actual or potential and perceived conflicts of interest. This includes identifying which roles take precedence where individuals are wearing multiple hats.
6. The Company has had insufficient use of skilled and qualified corporate governance resources. The Company did not have access to a qualified Company Secretary, or access to legal counsel other than through expensive external legal resources.
7. There has been a misunderstanding of appropriate delegations of authority, particularly the difference between expenditure of Company funds compared to expenditure of Body Corporate funds governed by the *Sanctuary Cove Resort Act 1985* (Qld).
8. The Human Resources framework has not kept pace with changes in industrial relations legislation and employee expectations, and a number of poor management practices were not identified and addressed in a timely manner.
9. The Company adopted a minimalist communications approach with its Shareholders.
10. There is an imbalance between the 50/50 shareholding structure (between the PTBC and PBC), giving joint decision-making rights compared to the proportionate use of and payment for services of the Company (80-90% PBC and RBCs).

Proposed Actions:

Category	Proposed Action	Challenge #
A. Role of the Company	1) Agree purpose, scope, vision and medium-term objectives for the Company 2) Develop strategies to achieve agreed goals	1
B. Board Composition	3) Identify and agree: a. The optimal number and type of directors for the Board b. Ideal skill, experience and behavioural traits for Board Directors and produce a matrix c. Director eligibility criteria for appointment to the Board d. Appointment requirements and process e. Board Director succession plan f. Director induction program	2 and 3
C. Role of the Board	4) Develop a more comprehensive Board Charter which will act as the Board's primary governance policy 5) Agree Board meeting processes, timing, papers and documents and calendar of activities	4
D. Board oversight of the Senior Executive	6) Develop a Board policy and process to guide oversight of the General Manager 7) Consider appointing a member of the Board to be the primary contact with the General Manager on behalf of the Board (usually the Chair but not necessarily)	5, 6 and 8
E. Conflicts of Interest	8) Develop an updated Board conflicts of interest management policy for Directors and Management	5
F. Corporate Governance Resourcing and Compliance	9) Confirm the most appropriate model for corporate governance resourcing 10) Prepare a Board corporate compliance management policy	4 and 6
G. Delegations of Authority	11) Review and confirm company delegated authorities. 12) Confirm delegated authorities from the PBC and PTBC (set out in new Agreements) 13) Ensure Management and staff understanding and compliance with relevant delegations	7
H. Financial Management	14) Develop a plan to assess the cost efficiency of Company service provision vs external options, difference service models for comparable properties and resorts 15) Undertake an internal review of productivity and efficiency to compare against external sites and alternative providers and identify and execute improvement opportunities	6 and 10
I. Company Culture and Staff Management	16) Agree an appropriate updated set of Company values and behaviours to communicate and role model 17) Review, update and consolidate human resources policies	8

	18) Undertake a staff capability and organisation structure review and develop appropriate training & development programs	
J. Risk Management	19) Identify material risks relevant to the Company, update risk register and action plan 20) Consider establishing a Board Audit and Risk Committee to undertake the bulk of the Audit, risk management and compliance oversight work on behalf of the Board	4 and 6
K. Shareholder Communications	21) Agree and implement a Board policy and process to improve Company communications with Shareholders	9
L. Company Ownership structure and Shareholders Agreement	22) Evaluate the Pros and Cons of the current Company ownership structure 23) Review and update the Shareholders Agreement. This may be impacted by the outcomes of actions above. <i>(and later, update the Constitution)</i>	10

CORRESPONDENCE FOR ACTION

Our ref: MBN25/1129

19 AUG 2025

Mr Stephen Anderson
Chairperson
Primary Thoroughfare Body Corporate
Sanctuary Cove
ptbc@scove.com.au

1 William Street
Brisbane Queensland 4000
PO Box 15009
City East Queensland 4002
Telephone: +61 7 3719 7100
Email: deputy.premier@ministerial.qld.gov.au
Email: industrialrelations@ministerial.qld.gov.au

ABN 65 959 415 158

Dear Mr Anderson 

I refer to your letter of 6 August 2024 to the former Planning Minister regarding an application under section 58 of the *Sanctuary Cove Resort Act 1985* (SCR Act) to transfer Lot 7 on SP186788 from the Primary Thoroughfare Body Corporate (PTBC) to Mulpha Sanctuary Cove (Developments) Pty Ltd.

Following the Governor in Council's approval on 28 March 2024 to amend the Sanctuary Cove Resort Proposed Use Plan under the SCR Act, I understand that my approval under section 58 of the SCR Act is required to facilitate the transfer of Lot 7 on SP186788, as it was previously classified as a primary thoroughfare. I further understand that this approval will enable the registration of the transfer with the Queensland Land Titles Registry.

I am pleased to advise that I approve the request in accordance with the amended land use plan under section 58 of the SCR Act. This approval is granted with consideration of the prior approvals provided by:

- Special Resolution at an Extraordinary General Meeting of the PTBC on 26 May 2022
- The Gold Coast City Council on 27 May 2025.

I have asked for Mr Tyler Agius, Director, Policy and Statutory Planning in the Department of State Development, Infrastructure and Planning, to assist you with any further queries. You may wish to contact Mr Agius on (07) 3882 8474 or by email at tyler.agius@dsd.qld.gov.au.

Yours sincerely


JARROD BLEIJIE MP
DEPUTY PREMIER
Minister for State Development, Infrastructure and Planning
Minister for Industrial Relations

cc Mr Jeff Ray
Civil Project Manager
Mulpha Developments / Mulpha Australia Limited
jray@mulpha.com.au

Registrar of Titles
Titles Queensland
info@titlesqld.com.au

From: [Jodie Syrett](#)
To: [Jeff Ray](#)
Cc: [Stephen Anderson](#)
Subject: RE: Action for signing by the PTBC of Transfer Form 1 forms for transfer of Lot 7 PTBC to Mulpha and Lot 38 Mulpha to PTBC
Date: Wednesday, 20 August 2025 1:39:00 PM
Attachments: [image005.png](#)
[CFI 4. Lot 7 transfer.pdf](#)
[image002.png](#)
[image003.png](#)

No worries, Stephen the two below motions were passed for Lot 7, permitting PTBC to sign transfer papers. Do you only require this attachment to be included in CFI?

2	Lot 7 on SP 186788 removed from the Primary Thoroughfare Zone and included in the General Residential Zone; and to transfer Lot 7 on SP 186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318	SPECIAL RESOLUTION
---	---	---------------------------

Proposed by: the Chairperson

CARRIED

BACKGROUND NOTE:

The PTBC resolve to do all things required to comply with section 58 prior to the making of an application to the Gold Coast City Council and Minister (administering the Sanctuary Cove Resort Act, 1985) to transfer Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318 following the rezoning.

Yes	17
No	0
Abstain	0

RESOLVED that the PTBC resolve by **Special Resolution** that:

- the PTBC transfer to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318 ("Mulpha") the whole of Lot 7 on SP186788, Title Reference 50614025 on the condition that Mulpha provide the undertaking in the paragraph immediately below and subject to receipt of the approval of the Gold Coast City Council ("GCCC") and the Minister administering the *Sanctuary Cove Resort Act, 1985* ("Minister") and Lot 7 on SP186788 being included in the General Residential Zone;
- the PTBC sign and provide such transfer to Mulpha upon receipt of their undertaking that the transfer will not be lodged for registration with the Registrar of Titles until receipt of the approval of the GCCC and the Minister and Lot 7 on SP186788 being included in the General Residential Zone; and
- the PTBC do all such acts and things to cause registration of the transfer following receipt of approval of the GCCC and the Minister and Lot 7 on SP186788 being included in the General Residential Zone.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice	x		

3	Lot 7 on SP 186788 removed from the Primary Thoroughfare Zone and included in the General Residential Zone; and to transfer Lot 7 on SP 186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318	ORDINARY RESOLUTION
---	---	----------------------------

Proposed by: the Chairperson

CARRIED

BACKGROUND NOTE:

In order effect resolution 2, both Council approval and Ministerial approval is required.

Yes	17
No	0
Abstain	0

RESOLVED that the PTBC resolves by **Ordinary Resolution** to:

- lodge with the Gold Coast City Council the application for approval to the transfer of Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318; and
- lodge to the Minister (administering the *Sanctuary Cove Resort Act, 1985*) the application for approval to the transfer of Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318,

and to pursue the application and to provide the Gold Coast City Council and Minister all other things necessary or requested by the Gold Coast City Council and Minister to decide the application.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice	x		

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



**MINUTES OF PTBC EXTRAORDINARY GENERAL MEETING
For Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201**

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212
Date and time of meeting: Thursday 26th May 2022
12:32pm – 12:49pm
Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present in Person:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Lot 6 Rep: Mr Stephen Anderson
Position: Ordinary Member Name: Principal Body Corporate GTP 202 Lot 278 Rep: Mr John Taylor
Position: Ordinary Member Name: Mulpha Sanctuary Cove Marine Village Pty Limited Lot 33 Rep: Mr Mathew Williams
Position: Ordinary Member Name: Mulpha Sanctuary Cove Marina Pty Limited Lot 34 Rep: Mr Mathew Williams
Position: Ordinary Member Name: Mulpha Sanctuary Cove Marina Pty Limited Lot 10 Rep: Mr Mathew Williams
Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 40 Rep: Mr Mathew Williams
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: Mr Paul Sanders
Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: Mr Paul Sanders

The following members were by Voting Paper:

Position: Ordinary Member Name: Mulpha Sanctuary Cove Developments Pty Limited Lot 24 Rep: Mr Keith Allardice

Apologies:

Mr Keith Allardice

Present by Invitation:

Mr Dale St George, Secretary

Ms Nicole James, Minute taker

Quorum

A quorum was achieved for the meeting.

Resolutions

1	Approval of Previous General Meeting Minutes – 28th April 2022	ORDINARY RESOLUTION
----------	--	----------------------------

Proposed by: Statutory Motion

CARRIED

RESOLVED That the Minutes of the PTBC Extraordinary General Meeting held on 28th April 2022 be accepted as a true and correct record of the proceedings of the meeting.

Yes	13
No	0
Abstain	4

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams			x
John Taylor	x		
Keith Allardice	x		

2	Lot 7 on SP 186788 removed from the Primary Thoroughfare Zone and included in the General Residential Zone; and to transfer Lot 7 on SP 186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318	SPECIAL RESOLUTION
---	---	---------------------------

Proposed by: the Chairperson

CARRIED

BACKGROUND NOTE:

The PTBC resolve to do all things required to comply with section 58 prior to the making of an application to the Gold Coast City Council and Minister (administering the Sanctuary Cove Resort Act, 1985) to transfer Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318 following the rezoning.

Yes	17
No	0
Abstain	0

RESOLVED that the PTBC resolve by **Special Resolution** that:

- (a) the PTBC transfer to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318 ("Mulpha") the whole of Lot 7 on SP186788, Title Reference 50614025 on the condition that Mulpha provide the undertaking in the paragraph immediately below and subject to receipt of the approval of the Gold Coast City Council ("GCCC") and the Minister administering the *Sanctuary Cove Resort Act, 1985* ("Minister") and Lot 7 on SP186788 being included in the General Residential Zone;
- (b) the PTBC sign and provide such transfer to Mulpha upon receipt of their undertaking that the transfer will not be lodged for registration with the Registrar of Titles until receipt of the approval of the GCCC and the Minister and Lot 7 on SP186788 being included in the General Residential Zone; and
- (c) the PTBC do all such acts and things to cause registration of the transfer following receipt of approval of the GCCC and the Minister and Lot 7 on SP186788 being included in the General Residential Zone.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice	x		

3	Lot 7 on SP 186788 removed from the Primary Thoroughfare Zone and included in the General Residential Zone; and to transfer Lot 7 on SP 186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318	ORDINARY RESOLUTION
---	---	----------------------------

Proposed by: the Chairperson

CARRIED

BACKGROUND NOTE:

In order effect resolution 2, both Council approval and Ministerial approval is required.

Yes	17
No	0
Abstain	0

RESOLVED that the PTBC resolves by **Ordinary Resolution** to:

- (a) lodge with the Gold Coast City Council the application for approval to the transfer of Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318; and
- (b) lodge to the Minister (administering the *Sanctuary Cove Resort Act, 1985*) the application for approval to the transfer of Lot 7 on SP186788 to Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318,

and to pursue the application and to provide the Gold Coast City Council and Minister all other things necessary or requested by the Gold Coast City Council and Minister to decide the application.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice	x		

4	Lot 38 - New Gatehouse/Primary Thoroughfare Lot created and removed from the Village Zone and included in the Primary Thoroughfare Zone; and New Gatehouse/Primary Thoroughfare Lot to be transferred to PTBC	ORDINARY RESOLUTION
---	--	----------------------------

Proposed by: the Chairperson

CARRIED

BACKGROUND NOTE:

Subject to rezoning of Lot 38 on SP320263 to be included in the Primary Thoroughfare Zone and Lot 38 on SP320263 being transferred to the PTBC as primary thoroughfare, Mulpha will move the gates and undertake the refurbishment works to the gates.

Yes	17
No	0
Abstain	0

RESOLVED that the PTBC resolves by **Ordinary Resolution** to:

- (a) accept the transfer of the whole of Lot 38 on SP320263 as primary thoroughfare effective at or about the time that Lot 38 on SP320263 is included in the Primary Thoroughfare Zone, subject to the Lot 38 on SP320263 being gazetted to be included in the Primary Thoroughfare Zone; and
- (b) sign the transfers as transferee (being a transfer from Mulpha Sanctuary Cove Marine Village Pty Ltd ACN 098 660 372 ("Mulpha") of Lot 38 on SP320263) and provide such transfer to Mulpha upon receipt of their undertaking that the transfer will not be lodged for registration with the Registrar of Titles until Lot 38 on SP320263 has been gazetted to be included in the Primary Thoroughfare Zone pursuant to the SCRA; and
- (c) to do all acts and things to effect registration of the transfer of Lot 38 on SP320263 to the PTBC, free from encumbrances following Lot 38 on SP320263 being included in the Primary Thoroughfare Zone.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice	x		

5	PTBC Facilities Compound	ORDINARY RESOLUTION
----------	---------------------------------	----------------------------

Proposed by: the Chairperson

CARRIED

RESOLVED that the PTBC approves additional expenditure in the amount of \$182,359.10 inc. GST for the increase in costs associated with the previously approved Facilities Compound, the additional amount of \$182,359.10 Inc. GST being:

Yes	16
No	0
Abstain	1

- Structure \$78,246.30 Inc. GST - GRC Construction Group
- Civils - \$104,112.80 Inc. GST – Cameron Constructions

with funds to be expensed from the PTBC Sinking fund – Buildings -22179.

Members Name	Yes	No	Abstain
Stephen Anderson	x		
Paul Sanders	x		
Mathew Williams	x		
John Taylor	x		
Keith Allardice			x

BUSINESS ARISING

9.1 Asset Improvement Programme

1. Facilities Compound

Due to commence electrical works next week. Weather dependant for landscaping works. Two consultation sessions with Santa Barbara residents scheduled next week.

2. A Class Water

Tenders close 17th June 2022. 4 -6 expected submissions.

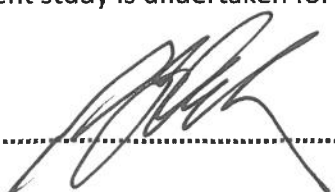
GENERAL BUSINESS

1. Buggy Path – Cypress Point

Issued for discussion to PTBC on behalf of PBC. Agreement for Licence Agreement to be signed between PTBC and MSCD. Ongoing insurance and maintenance aspects a requirement of any agreement. Access control by MSCD. Add to MIP for PTBC.

2. The Parkway Roundabout – raised at PBC EGM today as a hazard. PTBC to install additional signage and paint lines around roundabout in the first instance. Temporary speed calmer to be installed for short term whilst other measures are being reviewed. Matter to be taken into account when Traffic Management study is undertaken for new Village Gate.

Chairman



Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: C/- Sanctuary Cove Primary B/C, PO Box 15 SANCTUARY COVE, QLD, 4212

Section 2 – Authorisation

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

I/we

Name of owner 1:

Signature: **Dated:** ____ / ____ / ____

Name of owner 2:

Signature: **Dated:** ____ / ____ / ____

being the Proprietor/s of the following Lot/s

Lot number/s: **Plan number:**

Name of Body Corporate:

SANCTUARY COVE PRIMARY

hereby appoint,

Proxy (full name):

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

☐ The body corporate meeting to be held on ____ / ____ / ____

☐ All body corporate meetings held before ____ / ____ / ____ (*expiry date*)

☐ All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

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

Signature of proxy holder: **Dated:** ____ / ____ / ____

Residential address:

Suburb: **State:** **Postcode:**

Postal address:

Suburb: **State:** **Postcode:**

Information about Proxies

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

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

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

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

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

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

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

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