



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

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

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

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

INDEX OF DOCUMENTS

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

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

Please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
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NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE Sanctuary Cove Principal Body Corporate 202

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

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

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status of RBC's
4. Recording of the meeting
5. Motions
 - 5.1 Approval of Previous General Meeting Minutes - 28th August 2025
 - 5.2 Approval of expenditure and engagement of SRB consulting to complete Annual Revetment Wall Assessment
 - 5.3 Approval of expenditure and engagement of Solutions Plus to undertake work at Boat Ramp
 - 5.4 Approval to pay Land Tax Invoice from QLD Revenue Office for the assessment notice 2025-2026
 - 5.5 Acceptance of Mr Stephen Anderson's Proposal of 15 August 2025
 - 5.6 Engagement of lawyer to prepare and lodge an objection in respect of 2021 – 2025 Land Tax Assessments
 - 5.7 Approval to adopt revised Code of Conduct Policy
 - 5.8 Approval to adopt revised Conflicts of Interest Policy
 - 5.9 Approval for expenditure and implementation of a Sanctuary Cove Community Digital App
 - 5.10 Approval for expenditure and engagement of Oska Consulting Group for Parkway Villas handover
 - 5.11 Village Gate Project Completion Date
 - 5.12 Village Gate Project Complaint to Mulpha
 - 5.13 Approval for expenditure and engagement of Gravelroad for FTTH
 - 5.14 Approval for expenditure for TEW to undertake works for the Class A Project

6. Correspondence for Information

For noting of the PBC

No	Date	From	To	Regarding
1.	6 August 2025	Mulpha	Residents	Commissioning of new village gates
2.	28 Aug 2025	SCCSL Manager of Body Corporate	SCCSL Secretary & PTBC Chairperson	Notice of Appointment - PBC Nominee Director
3.	8 Sept 2025	PBC Secretary	PBC MNs	Tenure of Stephen Anderson

4.	12 Sept 2025	SCCSL Manager of Body Corporate	Resident in Plumeria	Lot 33 - reimbursement for blocked stormwater drain
5.	September 2025	SCCSL	PBC	Electricity Contracts Procedure
6.	12 Sept 2025	SCCSL General Manager	MN for Zieria	Sanctuary Greens Irrigation project update
7.	15 Sept 2025	SCCSL	SC Residents	Times for fencing to be locked at temporary access at Village Gates
8.	16 Sept 2025	Mulpha	PBC	Schedule of works Village Gates
9.	18 Sept 2025	PBC Chairperson	PBC Secretary	Mid term Appointment of PBC Chairperson

7. Correspondence for Action

For noting of the PBC

No	Date	From	To	Regarding
1.	7 Sept 2025	MN for Zieria	PBC Chairperson	Sanctuary Green Irrigation Project
2.	16 Sept 2025	SCCSL In-House Counsel	PBC	Guidance on expenditure of PBC funds
3.	5 Sept 2025	SCCSL In-House Counsel	PBC	Proxy form for Body Corporate Meetings information

8. Business Arising

8.1 PBC EC Expenditure

8.2 A Class Water project

8.3 Update on solar panels at Jabiru toilet block

8.4 4638 The Parkway - Update

- QCAT proceeding

- Request for PBC records

8.5 Proposed sale of PBC vehicles

8.6 Recovery of outstanding debt for damage to PBC light post - Update

8.7 Matters In Progress

8.8 Replacement of Chairperson - Mid Term appointment

8.9 PBC Motions –October

8.10 Next meeting to be held 30th October 2025

9. Closure of Meeting

GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

INTERPRETATIONS

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

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

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

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

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

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

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

APPOINTMENT OF PROXY

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

EXPLANATORY SCHEDULE TO VOTING PAPER SANCTUARY COVE PRINCIPAL CTS 202

Motion 4 - Approval to pay Land Tax Invoice from QLD Revenue Office for the assessment notice 2025-2026 (Agenda Item 5.4)

- This Land Tax Assessment Notice relates to 2025-2026.
- The previous Land Tax Assessment Notice (issued in April this year) that the PBC approved at its EGM in July, related to 2024-2025.
- The Queensland Revenue Office has confirmed that it has revised its issuing cycles which is why the Land Tax Assessment Notice has been received within 5 months of the last one.
- Moving forward, Land Tax Assessment Notices will continue to be received between August to November.

Motion 5 - Acceptance of Mr Stephen Anderson's Proposal of 15 August 2025 (Agenda Item 5.5)

Please refer to correspondence dated 8 September 2025 and previously circulated to all Members Nominees – a copy of which has been included in the agenda.

Motion 7 - Approval to adopt revised Code of Conduct Policy (Agenda Item 5.7)

Refer to draft COC in document supporting the motion

Motion 8 - Approval to adopt revised Conflicts of Interest Policy (Agenda Item 5.8)

Refer to draft COI document supporting the motion

Motion 9 - Approval for expenditure and implementation of a Sanctuary Cove Community Digital App (Agenda Item 5.9)

Refer to the one page overview on the purpose of Sanctuary Cove Community App

Motion 10 - Approval for expenditure and engagement of Oska Consulting Group for Parkway Villas handover (Agenda Item 5.10)

At the direction of the PBC EGM, Management approached Mulpha Developments to discuss the possibility of a contribution toward the expenses associated with the peer engineering review of development/civil works.

On 15 September 2025, Jeff Ray of Mulpha confirmed that Mulpha would contribute 50% of the handover costs as a goodwill gesture. This contribution applies to scopes generally consistent with the detailed scope of works provided by Oska on 17 July 2025, and for all ongoing subdivision of land in residential zones where new secondary thoroughfares and service assets are being created and subsequently handed over to the PBC.

Motion 11 - Village Gate Project Completion Date (Agenda Item 5.11)

This motion is intended to address the extended and unreasonable closure of the Village Gate beyond the PBC approved estimate of 8 weeks originally proposed by Mulpha and to seek action to permit access from 13 October.

The motion pertaining to the closure of the Village Gate thoroughfare (referred to as a portion of Lot 93) for an estimated period of 8 weeks (weather permitting) commencing on 18 August (Motion 11 EGM 31/7). The motion was passed unanimously. No record is made of any other options considered apart from closure.

Subsequent correspondence (dated 6 August) by Mulpha to both the PBC and residents confirmed the duration of the closure to be 13 weeks and 1 day. This is 5 weeks and 1 day longer than approved. No amendment to the Motion was proposed in the EGM 28 August.

Motion 12 - Village Gate Project Complaint to Mulpha (Agenda Item 5.12)

The closure of the Village Gate thoroughfare (referred to as a portion of Lot 93) for an estimated period of 8 weeks (weather permitting) commencing 18 August was proposed by the Chair (Motion 11 EGM 31/7). The Motion passed unanimously. Subsequent correspondence (6 August) provided by Mulpha to Residents and the PBC is that this closure would exceed that approved period and be 13 weeks and one day (18/8 to 18/11).

Motion 13 - Approval for expenditure and engagement of Gravelroad for FTTH (Agenda Item 5.13)

Additional information stored in DropBox link provided

VOTING PAPER

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

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

Date and time of meeting: Thursday 25 September 2025 at 10:00 AM

Instructions

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

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

MOTIONS

1	Approval of Previous General Meeting Minutes - 28th August 2025 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

That the Minutes of the PBC Extraordinary General Meeting held on 28th August 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2	Approval of expenditure and engagement of SRB consulting to complete Annual Revetment Wall Assessment (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$9,207.00 (incl GST) for the engagement of SRB Consulting to undertake the proposed works as outlined, with funds to be allocated from the Administration Fund - GL Code 12740.

Yes ☐

No ☐

Abstain ☐

3	Approval of expenditure and engagement of Solutions Plus to undertake work at Boat Ramp (Agenda Item 5.3)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$8,765.24 (incl GST) for the engagement of Solutions Plus to undertake the proposed works as outlined, with funds to be allocated from the Administration Fund - GL Code 12421.

Yes ☐
No ☐
Abstain ☐

4	Approval to pay Land Tax Invoice from QLD Revenue Office for the assessment notice 2025-2026 (Agenda Item 5.4)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC Extraordinary General Meeting approves payment of the invoice of \$81,576.65 (inc GST) from QLD Revenue Office for the land tax assessment notice for the period 2025-2026.

Yes ☐
No ☐
Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

5	Acceptance of Mr Stephen Anderson's Proposal of 15 August 2025 (Agenda Item 5.5)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC accepts Mr Stephen Anderson's proposal of 15 August 2025 (a copy of which has been circulated with the agenda) which was subsequently endorsed by the PTBC on 28 August 2025, and agrees that it will not pursue the removal of Mr Anderson as director of Sanctuary Cove Community Services Limited and its subsidiaries with respect to any past conduct that was the reason for serving the Notice of Intention in accordance with the resolution of the PBC passed on 30 May 2024.

Yes ☐
No ☐
Abstain ☐

And further, **THAT** such acceptance is conditional upon a satisfactory Deed of Variation to the Shareholders Agreement being prepared and agreed to by the PBC.

NOTE: Please refer to the Explanatory Schedule.

Submitted by Chairperson

THAT, pursuant to the recommendation of Cooper Grace Ward contained in their advice dated 16 September 2025 (a copy of which has been circulated with this agenda), the PBC engages a lawyer to prepare and lodge an objection in respect of 2021 – 2025 Land Tax Assessments, and that one of the below two law firms be engaged to perform that work:

1. **THAT** Cooper Grace Ward be engaged pursuant to their fee proposal dated 23 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$4,000 - \$6,000 plus GST and disbursements;
2. **THAT** PCL Lawyers be engaged pursuant to their fee proposal dated 22 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$5,500 - \$7,700 plus GST and disbursements.

Yes ☐

No ☐

Abstain ☐

Alternatives for **Motion 6**

A.

THAT Cooper Grace Ward be engaged pursuant to their fee proposal dated 23 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$4,000 - \$6,000 plus GST and disbursements;

B.

THAT PCL Lawyers be engaged pursuant to their fee proposal dated 22 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$5,500 - \$7,700 plus GST and disbursements.

VOTING

OPTION A ☐

OPTION B ☐

7	Approval to adopt revised Code of Conduct Policy (Agenda Item 5.7)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC):

1. Adopts the refreshed Code of Conduct applying to all PBC Members Nominee (MNs), the Executive Committee, RBC Committees, and PBC Sub-Committees, noting it is consistent with the requirements of the Sanctuary Cove Resort Act (SCRA) Schedule 5 and incorporates contemporary governance principles as recommended in the Governance Improvement Plan.
2. Requires each incoming PBC MN and Sub-Committee members to attest to the Code of Conduct upon appointment and at each Annual General Meeting.
3. Notes that the Code of Conduct will form part of the PBC Governance Manual and will be subject to structured review as part of the Governance Improvement Plan's 12-month review cycle.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

8	Approval to adopt revised Conflicts of Interest Policy (Agenda Item 5.8)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC):

1. Adopts the revised Conflict of Interest Policy, which provides clear principles, definitions, and practical examples of conflicts (actual, potential, and perceived), consistent with SCRA section 44A and related governance obligations.
2. Encourages all PBC MNs and Sub-Committee members to disclose conflicts of interest at the commencement of each meeting or privately with the Chairperson, with declarations to be recorded in the minutes.
3. EC Committee members have statutory obligations which are legally enforceable.
4. Endorses the establishment of a register of interests to be maintained by the Secretariat, accessible to the PBC and EC.
5. Notes that this Policy will be included in the PBC Governance Manual and be formally reviewed at the Governance Improvement Plan's 12-month review point

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

9	Approval for expenditure and implementation of a Sanctuary Cove Community Digital App (Agenda Item 5.9)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC):

1. Approves the implementation of the foundational stage of the Sanctuary Cove Community Digital App, with an indicative allocation of \$15,000, and that a separate motion for actual expenditure will be brought to the PBC once formal contractor quotes have been assessed.
2. The App will provide residents with crisis alerts, the Crisis Management Plan, PBC notices and minutes, approved codes and policies, standard forms, and key contact information.
3. An initial review will be completed after 6 months to gather information on usage, performance, and future capabilities.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

10	Approval for expenditure and engagement of Oska Consulting Group for Parkway Villas handover (Agenda Item 5.10)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$25,080.00 incl. GST for the engagement of Oska Consulting Group to undertake the proposed works as outlined, with funds to be allocated from the Administration fund - GL Code 12225.

THAT the PBC acknowledges and accepts Mulpha Developments' contribution of 50% of the total fees (\$12,540.00 incl. GST) as per the agreement confirmed by email on Monday, 15 September 2025.

Yes ☐

No ☐

Abstain ☐

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

NOTE: Please refer to the Explanatory Schedule.

11	Village Gate Project Completion Date (Agenda Item 5.11)	Ordinary Resolution
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Submitted by Owner MN for Bauhinia

THAT the PBC obtain confirmation from Mulpha that some or all access be made available at the conclusion of the estimated 8 weeks, as approved by the PBC at its July EGM

Yes	☐
No	☐
Abstain	☐

NOTE: Please refer to the Explanatory Schedule.

12	Village Gate Project Complaint to Mulpha (Agenda Item 5.12)	Ordinary Resolution
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Submitted by Owner MN for Bauhinia

THAT the PBC lodge a formal complaint with Mulpha expressing extreme disappointment for the July 2025 estimate of 8 weeks to complete the project, blowing out to 13 weeks as advised in their letter dated 6 August 2025 and the extended inconvenience and disruption this has caused to residents.

Yes	☐
No	☐
Abstain	☐

NOTE: Please refer to the Explanatory Schedule.

13	Approval for expenditure and engagement of Gravelroad for FTTH (Agenda Item 5.13)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM, approves the expenditure of \$140,800 (inc GST) for the engagement of Gravel Road Group to provide consulting services for the FTTH network review (Part A). Funds to be expensed to the PBC Sinking Fund code – 22233 FTTH.

Yes	☐
No	☐
Abstain	☐

NOTE: Please refer to the Explanatory Schedule.

14	Approval for expenditure for TEW to undertake works for the Class A Project (Agenda Item 5.14)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM approves the expenditure of \$345,881.80 Inc. GST plus a 10% contingency of \$34,588.18 Inc. GST, for TEW to undertake the remaining works as detailed within the Scope of Works for the Class A Project. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PBC:** 70% – \$242,117.26 (incl. GST)
- **PTBC:** 30% – \$103,764.54 (incl. GST)

Furthermore, **THAT** the PBC EGM approves a reduction in the required number of quotes from three (3) to one (1), recognising TEW’s extensive knowledge of the project, their detailed analysis of the remaining scope, and their unique capability to deliver the works efficiently, mitigate risk, and ensure timely completion ahead of the holiday shutdown.

Yes	☐
No	☐
Abstain	☐

THAT the PBC EGM approves the expenditure of \$17,614.85 Inc. GST for Smartstone to construct a retaining wall and reprofile the land within Cassia Park. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PBC:** 70% – \$12,330.40 (incl. GST)
- **PTBC:** 30% – \$ 5,284.45 (incl. GST)

Furthermore, **THAT** the PBC EGM approves a reduction in the required number of quotes from two (2) to one (1), acknowledging the nature of the works, the need for timely completion, and the nominated contractor’s ability to deliver the works efficiently with minimal disruption.

THAT the PBC EGM approves the expenditure of \$4,780.88 Inc. GST for Plant Management Company to undertake turf reinstatement within Cassia Park. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PBC:** 70% – \$ 3,346.62 (incl. GST)
- **PTBC:** 30% – \$ 1,434.26 (incl. GST)

THAT the PBC EGM approves the expenditure of \$3,960.00 Inc. GST for KBHI to install roof capping on the Entry Bunker. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PBC:** 70% – \$ 2,772.00 (incl. GST)
- **PTBC:** 30% – \$ 1,188.00 (incl. GST)

THAT the PBC EGM approves the expenditure of \$6,050.00 Inc. GST for Wavetime Constructions to supply and install a flattop fence to bunker located on Caseys Rd. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PBC:** 70% – \$ 4,235.00 (incl. GST)
- **PTBC:** 30% – \$ 1,815.00 (incl. GST)

GTP: 202

Lot Number: _____

Unit Number: _____

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

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

1. MOTION INFORMATION

- 2. Motion 1. Minutes of previous General Meeting**
- 3. Motion 2. SCCSL DF 502040 Revetment Wall Inspection 2025**
- 4. Motion 2. SRB CONSULTING August 2025 Fee Proposal**
- 5. Motion 3. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Boat Ramp
Mulch**
- 6. Motion 3. QU2866 - The Plant Management Company**
- 7. Motion 3. VR02-5151-0234 - Solutions +**
- 8. Motion 4. QLD Revenue land tax 2526**
- 9. Motion 5. 2025.09.08 Letter from PBC Secretary - Proposal on PTBC Directorship**
- 10. Motion 6. PBC's liability for Land Tax _ Advice from Cooper Grace Ward _ 16 September
2025**
- 11. Motion 6. Letter of Advice from CGW - Liability for Land Tax 2025.09.16**
- 12. Motion 6. FW_ Request for fee proposal _ Advice on Land Tax**
- 13. Motion 6. Disclosure Statement and Costs Agreement - PCL Lawyers**
- 14. Motion 7. Sanctuary Cove PBC Code of Conduct - What you need to know Rev 5 19 August
2025_**
- 15. Motion 7. Sanctuary Cove PBC Code of Conduct revision 7 21 Aug 2025**
- 16. Motion 8. Conflict of Interest Policy - What you to know one page summary Revision 7 17
Sept 2025**
- 17. Motion 8. Sanctuary Cove PBC Conflict of Interest Policy Revision 5 17 Sept 2025**
- 18. Motion 9. Sanctuary Cove PBC Community Digital App 15 Sept 2025 rev 1_**
- 19. Motion 10. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Parkway
Villas Development Handover 17-09-2025**

- 20. M13. Consultancy Services Evaluation - For PBC EGM Approval - V6**
- 21. Motion 14. Class A Water Project - Remaining works**
- 22. CORRO FOR INFORMATION**
- 23. CFI 1. MSC-Parkway Greens Subdivision - Village Gates**
- 24. CFI 2. Notice of Appointment - Stuart Shakespeare 2025.08.28**
- 25. CFI 3. 2025.09.08 Letter from PBC Secretary - Proposal on PTBC Directorship**
- 26. CFI 4. Decision Notice PBC EGM 7391**
- 27. CFI 5. DP400049 Electricity Contract**
- 28. CFI 6. RE_ Sanctuary Greens Irrigation Project (Update)**
- 29. CFI 7. Village Gates - Temporary Fence Closure Times**
- 30. CFI 7. Temporary fencing Village Gates**
- 31. CFI 8. scope of works schedule Village Gates**
- 32. CFI 8. works program**
- 33. CFI 9. Mid Term Appointment of PBC Chairperson**
- 34. CORRO FOR ACTION**
- 35. CFA 1. RE_ Sanctuary Greens Irrigation Project**
- 36. CFA 2. Guidance from PBC EC _ Contingencies and Motions with Alternatives**
- 37. CFA 3. RE_ Proxy for PBC Meetings**
- 38. GENERAL BUSINESS**
- 39. General Business 8.3 2025-09-17_Jabiru Park Solar Panels_History**
- 40. General Business 8.7 PBC MIP 20250916**
- 41. 8.8 General Business September EGM_Mid Term Appointment of Chairperson**
- 42. Information About Proxies**
- 43. Proxy form for Body Corporate Meetings**

MOTION INFORMATION



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

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

Date and time of meeting: Thursday 28 August 2025 at 10:00 AM

Meeting time: 10:00am – 12:01pm

Chairperson: Mr Stuart Shakespeare

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 1701	Bauhinia GTP 1701	Mr Peter Hawley
Lot 1703	Washingtonia GTP 1703	Mr David Francis
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp
Lot 107045	Harpullia GTP 107045	Mr Paul Kernaghan
Lot 107106	Schotia Island GTP 107106	Mr Lee Uebergang
Lot 107128	Felicia GTP 107128	Mr Stuart Shakespeare
Lot 107217	Tristania GTP 107217	Mr David Nelson
Lot 107434	Zieria GTP 107434	Mr Hugh Martin
Lot 107399	Caladenia GTP 107399	Mr Tony McGinty
Lot 107406	Corymbia GTP 107406	Ms Suzi Ledger
Lot 107488	Darwinia GTP 107488	Mr Tony Curtis

The following members present by Voting Paper and In Person:

Lot 107406	Corymbia GTP 107406	Owner present (pre-voted)
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The following members present by Voting Paper:

Lot 21	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 81	Mulpha Sanctuary Cove (Developments) Pty Ltd	Electronic vote
Lot 83	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 1702	Cassia GTP 1702	Electronic vote
Lot 1769	Roystonia GTP 1769	Electronic vote
Lot 1790	Araucaria GTP 1790	Electronic vote
Lot 2207	Plumeria GTP 2207	Electronic vote
Lot 2504	Colvillia GTP 2504	Electronic vote
Lot 7509	Alphitonia GTP 107509	Electronic vote
Lot 107053	Acacia GTP 107053	Electronic vote
Lot 107209	Alpinia GTP 107209	Electronic vote
Lot 107278	Banksia Lakes GTP 107278	Electronic vote
Lot 107353	Woodsia GTP 107353	Electronic vote
Lot 107442	Molinia GTP 107442	Electronic vote
Lot 107456	Alyxia GTP 107456	Electronic vote

The following members were present by Proxy:

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

Present by Invitation:

Mrs Simone Hoyle – Representing Roystonia on behalf of Mrs Cheryl McBride

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

Mrs Brogan Watling – In-House Counsel (BW)

Mrs Cassie McAuliffe – General Manager (CMA)

Apologies:

Mr Michael Longes

Mr Neill Ford

Ms Dianne Taylor

Mr Stephen Anderson

Mr Mick McDonald

Mrs Maxine Monroe

Mrs Andrea Luyckx

Mr Peter Cohen

Mr Robert Nolan

Mr Nabil Issa

Mr Peter Game

Mr Nicholas Eisenhut

Mrs Cheryl McBride

Mr Peter Hay

The following members were not financial for the meeting:

A Quorum was present

Nil Conflict of Interest

The Meeting was recorded.

Motions

1	Approval of Previous General Meeting Minutes - 31st July 2025 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

CARRIED

RESOLVED That the Minutes of the PBC Extraordinary General Meeting held on 31st July 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes	16
No	0
Abstain	10

NOTE: It was noted that a working group for FTTH was to be established within three months; however, this was not recorded.

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

2	Approval of PBC Administrative Fund Budget and Contributions Year ending 31 October 2026 (Agenda Item 5.2)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

CARRIED

RESOLVED that the Sanctuary Cove Principal Body Corporate's administrative fund budget for the financial year ending 31 October 2026 totalling \$12,785,895.46 (excluding GST) be approved and the administrative fund contribution be determined at a rate of \$7,715.03 per lot entitlement (including GST), with contributions to be levied in 4 instalments as follows:

Yes	25
No	1
Abstain	0

<i>\$/lot entitlement (incl GST)</i>	<i>Levy Period</i>	<i>Due Date</i>
\$1,928.76	01/11/2025 to 31/01/2026	30/11/2025
\$1,928.76	01/02/2026 to 30/04/2026	28/02/2026
\$1,928.76	01/05/2026 to 31/07/2026	31/05/2026
\$1,928.76	01/08/2026 to 31/10/2026	31/08/2026

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

3	Approval of PBC Sinking Fund Budget and Contributions Year ending 31 October 2026 (Agenda Item 5.3)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

CARRIED

RESOLVED that the Sanctuary Cove Principal Body Corporate's sinking fund budget for the financial year ending 31 October 2026 totalling \$2,515,740.00 (excluding GST) be approved and the sinking fund contribution be determined at a rate of \$1,518.00 per lot entitlement (including GST), with contributions to be levied in 4 instalments as follows:

Yes	25
No	1
Abstain	0

<i>\$/lot entitlement (incl GST)</i>	<i>Levy Period</i>	<i>Due Date</i>
\$379.50	01/11/2025 to 31/01/2026	30/11/2025
\$379.50	01/02/2026 to 30/04/2026	28/02/2026
\$379.50	01/05/2026 to 31/07/2026	31/05/2026
\$379.50	01/08/2026 to 31/10/2026	31/08/2026

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

4	Approval of PTBC Administrative Fund Budget and Contributions Year Ending 31 October 2026 (Agenda Item 5.4)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED 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:

<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

Yes	25
No	0
Abstain	1

NOTE: Motion to advise PBC representative for the PTBC on how to vote

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

5	Approval of PTBC Sinking Fund Budget and Contributions Year Ending 31 October 2026 (Agenda Item 5.5)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED 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	25
No	0
Abstain	1

<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

NOTE: Motion to advise PBC representative for the PTBC on how to vote

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

6	Approval of engagement and expenditure of Aquip Systems for pressure management system (Agenda Item 5.6)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that the PBC EGM authorises the expenditure of \$19,751.60 (incl. GST), with 30% (\$5,925.48 incl. GST) on-charged to the PTBC, for the engagement of Aquip Systems to undertake the proposed works as outlined, with funds to be allocated from the Administration Fund - GL Code 12100.

Yes	25
No	0
Abstain	1

Further **RESOLVED** that it is noted that only one quotation was sourced, as Aquip Systems is the original installer recommended by the design engineers GHD and is the authorised agent for the site's i2o instrumentation, ensuring continuity and specialist knowledge of the system.

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

7	Authority for Stuart Shakespeare to remain a director beyond term as Chair (Agenda Item 5.7)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that, pursuant to clause 5.11 of the Shareholders Agreement dated 4 November 2019 and amended by way of Deed of Variation dated 19 August 2025, the PBC authorises Stuart Shakespeare to continue to hold office as a director 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 beyond his term as Chair of the PBC.

Yes	22
No	2
Abstain	2

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

8	Engagement of lawyer to advise on amendments to the Residential Zone Activities By-laws (Agenda Item 5.8)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that the PBC engages a lawyer to advise on and draft appropriate Residential Zone Activities By-laws (RZABLs) to address the concerns relating to RZABL 3.1 and 4.4, and to draft a new RZABL to address the mooring of vessels, and that one of the below two law firms be engaged to provide those draft by-laws in accordance with their fee proposals circulated with the agenda.

Yes	25
No	0
Abstain	1

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

Alternatives for Engagement of lawyer to advise on amendments to the Residential Zone Activities By-laws (Agenda Item 5.8) Alternatives

Motion Alternatives

(Option A) That Chambers Russell Lawyers be engaged pursuant to their fee proposal dated 19 August 2025 at a fee estimate of \$3,000 – 4,000 plus GTS and disbursements.

(Option B) THAT Bugden Allen Graham Lawyers be engaged pursuant to their fee proposal dated 18 August 2025 at a fee estimate of \$10,300 plus GST and disbursements.

'OPTION A' has been selected with the highest votes.

Votes: A : 25 B: 0

Inv: 1

Members Name	A	B	Abstain	Members Name	A	B	Abstain
Acacia	X			Fuschia			
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia			X	MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

Submitted by Chairperson

CARRIED

RESOLVED that the PBC approves under Section 36 of the Sanctuary Cove Resort Act 1985, the following fees (in the column titled "proposed") that represent the reasonable cost to the PBC in doing or providing one or more of the following things:

Yes	24
No	0
Abstain	2

	BCCMA	Current fee	Proposed
Inspect the records:			
Lot owner -	\$ 20.00	\$ 19.35	\$ 21.35
Not a lot owner -	\$ 38.45	\$ 37.20	\$ 42.05
Body Corporate Certificates:			
1. Fee for body corporate certificate	\$ 84.10	\$ 75.45	\$ 84.10
2. Same request within 3 months	\$ 71.50	-	\$ 71.50
3. Certificate within 24 hours of requesting it	\$114.10	\$ 98.75	\$114.10
Details of each person who is a member of the Executive Committee	-	-	\$ 42.05
Copies of body corporate records per page -	\$0.70	\$ 0.70	\$ 0.70

NOTE: Additional information below, regarding the reason for the fees.

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

10	Approval to engage Origin Energy to supply electrical services to the PBC for a term of 2 years (Agenda Item 5.10)	Ordinary Resolution
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Submitted by Chairperson

CARRIED

RESOLVED that the PBC engages Origin Energy generally in accordance with the tender submission dated 19 August 2025 for electricity supply services to the PBC for a term of 2 years. Further, that the PBC notes the tender submission is valid to 28 August 2025 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	26
No	0
Abstain	0

NOTE: It was discussed that the contract should have been before the CSC before the PBC EGM.

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

11	Approval of expenditure for Strip/Grate Drain - Stormwater drainage within Darwinia Park (Agenda Item 5.11)	Ordinary Resolution
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Submitted by Chairperson

WITHDRAWN

RESOLVED that the PBC EGM approves the proposed Option A – Strip/Grate Drain - Stormwater drainage remediation works within Darwinia Park (secondary thoroughfare), and that one of the following contractors be engaged to undertake the works in accordance with their quotations circulated with the agenda. Funds to be allocated from the Sinking Fund – GL Code 224961 (Stormwater Line).

Yes	0
No	0
Abstain	0

NOTE: Withdrawn to readdress the scope of work.

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

**Alternatives for Approval of expenditure for Strip/Grate Drain
- Stormwater drainage within Darwinia Park (Agenda Item
5.11) Alternatives**

Motion Alternatives

(Option A)

Contractor 1

Smartstone Group - \$24,145.00 (Inc GST), quotation dated 16th June 2025

(Option B)

Contractor 2

Solutions + Co - \$71,457.14 (Inc GST), see quotation Rev A

Motion lapsed as Approval of expenditure for Strip/Grate Drain - Stormwater drainage within Darwinia Park (Agenda Item 5.11) was WITHDRAWN

Correspondence for Information:

CFI 1 Newsletter - FTTH:

- It was discussed and agreed where the connections exist for FTTH, agreements need to be in place.
- At any time, if the PBC chooses to end the agreements, reasonable time would have to be given to the users.
- **Action:** BW to check when the network was sold to the PBC, there were conditions relating to right of access for the entities.
- **Action:** It was decided formal correspondence be sent from PBC to Mulpha requesting discussions on the future of FTTH connections to users outside of the Residential Zone.
- **Action:** Start process of creating agreements with users outside of the Residential Zone.

CFI 6 & 7 Tenure as Director & Shareholder Communication Detailing the Proposed Governance Review by the Company:

- The letter received from Stephen Anderson regarding the change in the balance of the Board was discussed.
- An enquiry was raised in relation to the email from MN of Cassia requesting further information just prior to this meeting.
- The Chairperson explained that this late information was not provided because issuing complex information of this kind two days prior to the meeting would create last minute confusion for the members.
- The Chairperson further noted that Stephen's letter appears to be a positive offer, as it provides PBC with an opportunity to have greater influence with Barry Teeling stepping down. It was also highlighted that, should the matter proceed to arbitration, there may be questions as to why Stephen's offer was not considered a favourably by the PBC.
- It was raised that the PBC had understood Stephen intended to resign; however, it now appears he wishes to remain as a director. The letter could be viewed as presenting an ultimatum.
- It was noted that if the PBC were to pursue arbitration, it could involve significant costs, and the outcome would be binding.
- Simone (Governance Project Leader) mentioned she is supportive of Stephen Anderson's proposal from a governance point of view as it is moving the PBC forward in a direction that is compatible with the GR objectives and the ongoing improvements in the structure and relationship of the parties.
- She explained that having the balance of power is important for the PBC moving forward.
- Consideration needs to be given to future Directors and how they are chosen.
- There was a consensus by a show of hands that the Chairperson had the support of the MNs to vote in favour of the motion supporting the proposal at the PTBC EGM later today.
- The provided outline of the proposed governance review of the company was discussed and favourably received by the members,

CFI 8 Governance Review Update – Simone Hoyle:

- The PBC Governance Improvement Plan and Blueprint recommended adoption of refreshed Code of Conduct (CoC) and Conflict of Interest (COI) Policy as Phase 1 priorities. These documents are now circulated for review with RBCs. After consultation, they will be presented to the PBC in a motion to vote on for adoption.
- **Conflict of Interest – 3 key points:**
 - 1. Outlines Disclosure expectations**
 - All conflicts (actual, potential, structural, or perceived) should be disclosed.
 - Can be declared verbally in meetings, privately to the Chair, or via the Annual Declaration form.
 - 2. Participation Rules and guidelines**
 - Clear guidance on when a member can remain, abstain, or step away entirely.
 - Provides consistency for Chairs to manage conflicts.
 - 3. Practical Guidance**
 - Real and relevant local community examples included (e.g. financial gain, family connections, dual roles).
 - Supported by education and annual declarations to normalise good practice.
- **Code of Conduct – 3 Key Points:**
 - 1. Clear Standards and expectations for All Forums**
 - Applies consistently to PBC, EC, RBCs, Sub-Committees & working groups.
 - Sets expectations for respectful conduct, preparation, and confidentiality.
 - 2. Accountability**
 - Establishes benchmarks for managing repeated breaches under SCRA.

- Protects the integrity and credibility of PBC decision-making.

3. Attendance and Participation

- Exploring options to encourage attendance and engagement standards are specified.
- Ensures each RBC is properly represented at PBC.

- **PBC MN consultation question: Encouraging attendance and engagement at PBC meetings:**
 - The refreshed Code of Conduct highlights the importance of active participation in PBC meetings to ensure RBCs are properly represented in both discussion and decision-making.
 - While electronic voting via StrataVote allows for efficiency, concerns have been raised that some MNs rely on voting without attending meetings, which limits contribution to discussions and reduces transparency for their RBC.
- **Question for PBC MN and RBC Feedback:**
 - Which of the following approaches would best encourage and support PBC MNs to actively attend and participate in PBC meetings (in person or virtually), rather than only submitting electronic votes?
 - **Options for consideration:**
 - A.** Introduce a minimum attendance expectation for PBC MNs each year.
 - B.** Provide greater transparency by publishing annual attendance records to RBCs.
 - C.** Improve practical supports (e.g., hybrid attendance, earlier circulation of papers, adjusted meeting times).
 - D.** Leave it to individual RBCs to manage their PBC MN's participation expectations.
 - E.** Other (please specify).
- **Next steps for Member Nominees:**
 1. Review both documents with RBCs
 2. SH to provide a one-page briefing note for MNs post the meeting for MNs to assist in their discussions with RBCs.
 3. Capture any feedback or suggested refinements.
 4. Proposing to vote on adoption of the final drafts post-consultation at end of September for COC and COI.
- PBC Governance Liaison Group is currently working on terms of reference, roles and responsibilities and delegation authorities.
- **Action:** Simone to provide JS with 2 documents to include in minutes.

General Business:

Village Gate Closure:

- **Action:** SF to follow up on the installation of a temporary fencing to ensure security is maintained along the temporary buggy path whilst the upgrade is happening. Also to check on the provision of temporary signage.

Additional information regarding fee increase (Motion 9):

- The *Building Units and Group Titles Act 1980* (Qld) and the *Body Corporate and Community Management Act 1997* (Qld), set prescribed fees for accessing body corporate records and obtaining a body corporate certificate.
- The *Sanctuary Cove Resort Act 1985* (Qld) does not set prescribed fees. It leaves this decision up to the PBC to determine by way of resolution – see section 36(1).
- The “proposed” fees in the table, reflect the prescribed fees that are set under the *Building Units and Group Titles Act 1980* (Qld).

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

MEETING CLOSED at 12: 01 PM

Chairperson: Mr Stuart Shakespeare X.....

Sanctuary Cove PBC – Code of Conduct: Key Messages for MNs to Share with RBC

1. Why This Matters?

- The Code of Conduct sets the standards of behaviour and responsibility expected of everyone in PBC forums.
- It strengthens trust, accountability, and respectful culture across Sanctuary Cove.
- The Code aligns with the Sanctuary Cove Resort Act (1985), BUGTA (1980) and modern governance practice.

2. Who It Applies To?

- PBC Member Nominees (MNs)
- PBC Executive Committee members
- Sub-Committee members
- RBC Committees
- Advisors, observers, and PBC related working groups.

3. Core Expectations

Act with integrity and respect

- Always act in the best interests of the whole community.
- Be prepared, attend, and participate constructively.
- Treat others with courtesy; avoid bullying, intimidation, or personal attacks.

Keep confidence and fairness

- Maintain confidentiality of sensitive matters that you don't have permission to share.
- Do not misuse position for personal gain or influence decisions for family/friends.
- Declare conflicts of interest (see COI Policy).

Support good governance

- Respect meeting processes to enable an efficient and productive meeting.
- Contribute to debate without disruption or repetition.
- Accept final decisions once made and avoid undermining them

5. Breach Process – What Happens if Standards Are Not Met?

1. **Informal Discussion** – concern raised by Chair/Secretary with observer present.
2. **Formal Warning** – written notice of required change.
3. **Mediation** – independent support to resolve issues.
4. **Referral** – to PBC General Meeting for serious or repeated breaches.
5. **Escalation** – external authority for legal or statutory breaches.

Re-engagement may occur after conditions are met (e.g. training, time away)

6. Key Takeaways for RBC Members

- This Code applies equally to all governance participants.
- It is about creating a respectful, fair, and effective culture, not just rules.
- Clear expectations reduce disputes, improve decision-making, and protect confidence in PBC governance.

Resources available:

- Full Code of Conduct (2025 Revision), One-Page “What You Need to Know” Summary, Conflict of Interest Policy

Sanctuary Cove PBC – Conflict of Interest Policy: Key Messages for PBC MNs to Share with RBC

1. Why This Matters

- Conflicts of interest (COI) can undermine trust and decision-making.
- The law may not always require disclosure, but good governance absolutely does.
- This policy sets clear, consistent rules for declaring and managing COI across all PBC forums.
- Aim: protect transparency, integrity, and fairness for all lot owners.

2. What is a Conflict of Interest? A COI arises when personal, financial, or professional interests (or duties to another group) could:

- Interfere with your duty to act in the best interests of the Sanctuary Cove community, or
- Lead others to reasonably question your impartiality.

Types of COI

- **Actual** – Current conflict interfering with duties.
- **Potential** – Could arise in future circumstances.
- **Structural** – From holding multiple roles across entities.
- **Perceived** – Where a reasonable person might think a conflict exists.

3. Your Responsibilities

- **Disclose early:**
 - Verbally at meetings,
 - Privately to the Chair before a meeting,
 - Or in writing (including Annual Declaration Form).
- **Follow advice:** The Chair (or Secretary if Chair is conflicted) will guide next steps.
- **Document:** All disclosures are recorded in minutes and in the COI Register.
- **Precautionary approach:** When in doubt – declare. Being cautious is the right thing to do

4. Examples

Scenario	Is it a Conflict?	What to Do
Voting on a drainage issue that benefits only your lot	Yes – Actual	Disclose, step away
Supporting funding for an event you are organising	Likely – Perceived	Disclose; Chair decides
Spouse owns company contracted by PBC	Actual/Material	Disclose, step away
Voting on your RBC's general budget	No	Duty of role – no action unless personal gain exists

5. Key Takeaways for RBC Members

- **It is normal to have conflicts.** What matters is how they are disclosed and managed.
- **Declaring builds trust.** Silence on a material conflict erodes it.
- **This policy applies to everyone** involved in PBC forums (MNs, EC, RBCs, sub-committees, advisors).
- **Annual COI Declaration Forms** will be required by all members.

6. Next Steps for RBCs

- Review the policy and examples.
- Discuss within your RBC, share with PBC Governance Lead any questions or feedback.
- Provide feedback to your MN by 16th September, to capture feedback in PBC September booklet.
- Remember: Adoption of the COI policy will be voted on by the PBC after consultation.

7. Resources available:

- Full COI Policy, One-page “What You Need to Know” guide, Annual Declaration Form & Register template



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Revetment Wall & Rock Armouring Annual Inspection

Brief Description of Works: To carry out a physical assessment and provide a report on the condition of the existing revetment wall structures and adjacent gabion rock armouring.

Location: Harbours 1,2,3 & 4 and Coomera River frontage.

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$8,370.00 ex GST

Code: 12781- Repairs & Maintenance Harbours

Priority Level: ☐ High ☒ Medium ☐ Low

Scope of Works:

To carry out a physical assessment and provide a report on the condition of the existing revetment wall structures and adjacent gabion rock armouring within the PBC harbours, as well as those located on crown land, concluding with a detailed report outlining recommended repairs and actions.

Reason for Works:

The purpose of the inspection and assessment is to evaluate the structural integrity and stability of the revetment walls, identify any signs of wear, damage, or failure, and assess potential risks to public safety, environmental sustainability, and adjacent assets. Enabling early detection of issues, allowing them to be addressed before they develop into more serious and costly failures.

Risks or Impacts:

Deterioration of the revetment walls or gabion armouring may result in structural instability or collapse, creating unsafe ground conditions. Such failures could accelerate erosion, adversely affect harbour functionality, and pose potential risks to nearby properties.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
SRB Consulting Engineers	\$8,370.00	Please note that site survey (e.g. contour layouts, soil testing, etc.), environmental engineering are <i>not</i> included and should be separately arranged, as required.

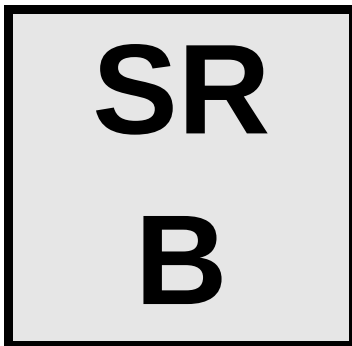
Recommended Contractor: SRB Consultant Engineers are recommended, having completed all previous reports of this nature for the PBC. They hold valuable historical data and in-depth knowledge of the site conditions, which can be directly leveraged to inform and strengthen the current assessment, ensuring consistency, accuracy, and efficiency in reporting.

As SRB Consultant Engineers are a preferred supplier for this type of work, and given their established familiarity with the assets, only a single quotation was sought.

Attachments: SRB Consulting August 2025 Fee proposal.

Submitted By: Peter Gannon

Date: 01/09/2025



SRB CONSULTING

ABN 32 826 910 587

CONSULTING STRUCTURAL ENGINEERS

Principal: Stephen Belyea, B.Eng. (Structural), MIE Aust, R.P.E.Q.

Mobile: 0400 379 908

Email: srbconsulting@ozemail.com.au

TO: SANCTUARY COVE PRINCIPAL BODY CORPORATE

RE: REVETMENT WALL / GABION ROCK PROFILE ASSESSMENT

DATE: 15 August 2025

ATTENTION: Peter Gannon

We are pleased to offer the Sanctuary Cove Body Corporate our fee proposal for physical assessment and reporting of the apparent condition of the as-existing revetment wall arrangements and adjacent gabion rock armouring for:

- Physical inspection, assessment of Harbour 1 / Roystonia revetment wall rock armouring profile with repair recommendations report = \$2,390 + GST;
- Physical inspection, assessment of Harbour 2, 3 & 4 (inner margin) and Coomera River frontage revetment wall rock armouring profile – including the 'The Parkway' boat ramp area - with repair recommendations report = \$4,290 + GST;
- Physical inspection, assessment of Harbour 4 (outer margin) / The Point Cct – 'Alxyia' frontage revetment wall rock armouring profile - with repair recommendations report = \$1,690 + GST;

Total fee = \$8,370 (excluding GST)

Please note that site survey (e.g. contour layouts, soil testing, etc.), environmental engineering are *not* included and should be separately arranged, as required.

Should you find this quotation acceptable, please complete the attached authority to proceed and we will prepare the construction documentation for this project.

Steve Belyea
B.Eng (Struct), M.I.E.Aust,
RPEQ 6204
for, and on behalf of
SRB Consulting Engineers

O.K. to proceed on project as detailed in attached quotation:

Signature

Name

Date

I acknowledge payment is due on presentation of Certified Documentation from SRB Consulting Engineers



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Mulch – Boat Ramp Garden Beds

Brief Description of Works: Installation of 63M3 mulch to 3x garden beds

Location: Boat Ramp

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$7,968.40

Code: 12421 – Grounds & Gardens Mulch

Priority Level: ☐ High ☐ Medium ☒ Low

Scope of Works: Supply and install 43m³ of 1" Hoop Pine mulch to the large garden bed and embankment opposite the boat ramp, plus apply 20m³ of PBC contract mulch to the two garden beds on the western side of the boat ramp.

Reason for Works: The mulch has broken down and has not been renewed for some time, resulting in inadequate coverage and multiple complaints from neighbouring properties. Renewal is necessary to improve presentation at this high-profile location, address resident concerns, and suppress ongoing weed growth.

Risks or Impacts: Failure to mulch will lead to faster garden bed deterioration, increased weeds and maintenance costs, erosion of the embankment, declining plant health with higher irrigation demand, and reduced presentation at this key entry point.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Solutions +	\$7,968.40	Includes 20m ³ of mulch provided under the current annual landscaping contract.
The Plant Management Company	\$11,951.10	

Recommended Contractor: Solutions +

Attachments:

1. VR02-5151-0234 – Solutions +
2. QU2866 – The Plant Management Company

Submitted By: Sharyn Fox

Date: 09/09/2025



QUOTATION

Customer

c/o Sanctuary Cove Primary G.T.P.201
C/- Sanctuary Cove Primary B/C PO Box 15
Sanctuary Cove QLD 4212
Shanyn Fox
Shanyn.fox@scove.com.au

Quote No: QU2866
Quote Date: 9 September 2025
Quote Valid: 8 October 2025
Site: Riverside Drive
Sanctuary Cove QLD 4212
Pages: Page 1 of 3

Quote | Boatramp Surrounds & Park Mulch Install

Dear Shanyn,

Thank you for the opportunity to supply the following quotation for Boatramp Surrounds & Park Mulch Install located at Riverside Drive as requested.

The work would be carried out by our professional uniformed staff. If you would like works to proceed or have any queries, please contact me when convenient as per the details below.

Regards,

Dale Godfrey

Area Supervisor

The Plant Management Company

Tel: 0732684101

Mob: +61421384049

Email: dgodfrey@pmhort.com.au

QUOTATION

Customer

c/o Sanctuary Cove Primary G.T.P.201
C/- Sanctuary Cove Primary B/C PO Box 15
Sanctuary Cove QLD 4212
Shanyn Fox
Shanyn.fox@scove.com.au

Quote No: QU2866
Quote Date: 9 September 2025
Quote Valid: 8 October 2025
Site: Riverside Drive
Sanctuary Cove QLD 4212
Pages: Page 2 of 3

Quote | Boatramp Surrounds & Park Mulch Install

Scope of Works

Boatramp Surrounds & Park Mulch Install

- Supply and install 63m3 x 1 inch hoop pine to areas as per the provided map.

Investment

Subtotal:	\$11,951.10
GST:	\$1,195.11
Total:	\$13,146.21

Materials

Quantity	Unit	Description	Image
63	m3	1 Inch Hoop Pine Attractive brown bark mulch. Interlocks to form a stable mulch layer. Ideal for sloping sites or high profile gardens. Will not wash away easily. Suitable for most situations.. Excellent choice for high profile sites. The open form of this mulch allows for good water penetration and retention, weed suppression and nutrient availability. For optimum results, 1" Hoop Bark should be installed to a depth of approximately 7.5 - 10 cm.	

QUOTATION

Customer

c/o Sanctuary Cove Primary G.T.P.201
C/- Sanctuary Cove Primary B/C PO Box 15
Sanctuary Cove QLD 4212
Shanyn Fox
Shanyn.fox@scove.com.au

Quote No: QU2866
Quote Date: 9 September 2025
Quote Valid: 8 October 2025
Site: Riverside Drive
Sanctuary Cove QLD 4212
Pages: Page 3 of 3

Quote | Boatramp Surrounds & Park Mulch Install

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Agreement and Contract Notes

Notes:

- All works to be performed as per our standard terms and conditions, a copy of which is available upon request.

----- END -----

Brisbane Office

Unit 4/ 12 Navigator Place
Hendra QLD 4011
PO Box 1557
Eagle Farm QLD 4009
Ph: 07 3268 4101

Email: info@pmhort.com.au
www.pmhort.com.au

ABN: 18 065 340 052

Melbourne Office

1 Fleets St
Laverton VIC 3018
PO Box 176 Altona
VIC 3018
Ph: 1300 207 406



Variation Request

Variation Request	VR02-5151-0234	Job Number	02-5151 (Sanctuary Cove Residential PBC)
Attention		Sub-job Number	
Company	Sanctuary Cove Principal	Date	14/08/2025
Address	Body Corporate GTP 202 PO Box 15 Sanctuary Cove, QLD 4212	Issued By	Brendan Day
Subject	Mulching - Boat Ramp garden beds		

Variation Request	Description	Amount
VR02-5151-0234	- Supply and install 43m3 of 1" Hoop Pine mulch to the large garden bed and embankment area opposite the boat ramp. - Works will be carried out by our variation team using a bobcat. Please note: In addition, the 2 garden beds on either side of the Boat Ramp (western side) will be mulched with the 20m3 of PBC contract mulch as discussed with Shanyn.	\$ 7,968.40

- Note**
- All prices ex GST
 - Solutions+ requires a response as soon as possible to avoid potential delay

Client Approval

Full name (print)

Signature

Reference Documents



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

RECEIVED
12 SEP 2025

BY:

248QRO1128DL02/E-2428/S-2596/I-5191/ 041
Sanctuary Cove Principal Body Corporate
Marine Village
6 Masthead Way
HOPE ISLAND QLD 4212

Assessment details

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

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: 400014572822

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 4 September 2025

Payment reference 400014572822

Client number 1144292

Amount payable **\$81,576.65**
(for this assessment)

Due date 3 December 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 3 December 2025

Payment reference 400014572822

Amount payable **\$81,576.65**
(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.qro.qld.gov.au/land-tax

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



Billers code: 625178 Reference: 400014572822

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: 400014572822

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.qro.qld.gov.au/land-tax

Debit 1: \$27,192.22
on 20 October 2025

Debit 2: \$27,192.22
on 3 December 2025

Debit 3: \$27,192.21
on 2 February 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	\$81,576.65
Reassessment—N/A	\$0.00
Total assessed liability	\$81,576.65
Payments received/Refund	\$0.00
Unpaid tax interest (UTI)	\$0.00
Penalty tax	\$0.00
Total amount due	\$81,576.65

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 Principal Body Corporate											
BAY HILL TCE HOPE ISLAND	40838078	1/GTP/2504	\$320,000	\$320,000	\$245,000	\$294,998		\$294,998.00			\$294,998.00
		3/GTP/2504									
		105/GTP/2213									
		66/GTP/107062									
		76/GTP/107062									
SANTA BARBARA RD HOPE ISLAND	40838110	88/SP/279800	\$5,200,000	\$5,200,000	\$4,000,000	\$4,799,969		\$4,799,969.00			\$4,799,969.00
		85/GTP/107422									
		84/SP/241919									
		84/GTP/107422									
		83/GTP/107422									
		82/GTP/1703									
		82/GTP/107411									
		81/GTP/1703									
		80/GTP/1703									
		79/GTP/1703									
		77/GTP/1703									
		75/GTP/1702									
		74/GTP/1702									
		73/GTP/107071									

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Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .90 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2025-26	2024-25	2023-24						
		7/GTP/107406									
		69/GTP/2207									
		59/GTP/107045									
		58/GTP/107066									
		57/GTP/107449									
		57/GTP/107045									
		17/SP/194050									
		15/GTP/107472									
		143/GTP/100633									
		9/RP/209423									
		56/GTP/107045									
		55/GTP/107352									
		51/GTP/107504									
		50/SP/167623									
		5/SP/149351									
		48/GTP/107364									
		48/GTP/107128									
		47/GTP/1790									
		46/GTP/1790									
		45/GTP/1790									
		44/GTP/1790									
		42/GTP/107445									
		9/RP/211817									
		39/GTP/107227									
		36/GTP/107322									
		9/RP/211820									
		35/GTP/107322									
		93/GTP/1701									
		94/GTP/1701									
		94/GTP/3967									
		94/SP/330081									
		56/GTP/107449									



Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .90 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2025-26	2024-25	2023-24						
		9/RP/209424									
		14/GTP/107472									
		99/GTP/107413									
		18/GTP/107510									
		98/GTP/107413									
		19/GTP/107254									
		20/GTP/107053									
		97/GTP/107496									
		20/GTP/107456									
		20/GTP/107509									
		20/SP/301201									
		95/GTP/1701									
		21/GTP/107456									
		21/SP/216533									
		21/SP/301201									
		22/GTP/107217									
		22/GTP/107436									
		22/GTP/107456									
		22/SP/301201									
		23/GTP/107488									
		23/SP/301201									
		24/GTP/107488									
		27/GTP/107434									
		134/GTP/107040									
		123/GTP/4162									
		122/GTP/107405									
		121/SP/162779									
		121/GTP/107511									
		120/GTP/107511									
		120/GTP/107106									
		12/GTP/107353									
		119/GTP/107511									

Property address	Property ID (from your valuation notice)	Property description	Valuations* 3 year averaging may be applied (If blank - State wide averaging factor of .90 used)			Averaged value	Capped value	Your share of value	Less exemption	Exemption code	Your taxable value
			2025-26	2024-25	2023-24						
CASEYS RD HOPE ISLAND THE ADDRESS HOPE ISLAND	40877300 41250937	119/GTP/107106									
		118/GTP/3866									
		118/GTP/107106									
		117/GTP/107106									
		116/GTP/107106									
		115/GTP/107106									
		114/GTP/107106									
		100/GTP/107413									
		10/SP/206408									
		1/SP/149351									
		31/GTP/107442									
		3/SP/162776									
		35/GTP/107278									
		40/GTP/107297									
		35/GTP/107360									
		34/GTP/107360									
		33/GTP/107399									
		32/GTP/107399									
		21/GTP/107432									
		20/GTP/107432									
		18/SP/238392									
		17/SP/236112									
			\$38,500	\$38,500	\$30,000	\$35,666		\$35,666.00			\$35,666.00
			\$175,000	\$175,000	\$135,000	\$161,663		\$161,663.00			\$161,663.00



Exemption codes

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

Total taxable value	\$5,292,296.00
Tax rate ***	\$75,000 + 2.25c for each \$1 more than \$5,000,000
Total assessed liability	\$81,576.65

* 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.qro.qld.gov.au/land-tax).

Dear Members Nominees and Committee Members,

TENURE OF MR STEPHEN ANDERSON AS DIRECTOR OF SCCSL AND ITS SUBSIDIARIES

On 15 August 2025, Mr Stephen Anderson (the PTBC Chairman) wrote to the PBC outlining a proposal with respect to his tenure as a director of Sanctuary Cove Community Services Limited (and its subsidiaries) (SCCSL). That correspondence was previously circulated to all Members Nominees and Committee Members on 18 August 2025 and was also included in the August EGM agenda in Correspondence for Information. I have enclosed this correspondence again as **Annexure A**.

In summary, Mr Anderson has proposed the following:

- That he withdraws his letter of resignation and continues as a director of SCCSL and its subsidiaries;
- That the PBC holds a voting majority on the Board, being represented by two directors and the PTBC represented by one; and
- That the Chair of SCCSL and its subsidiaries be a PBC Nominee Director.

Following that correspondence, the PTBC held an EGM on 28 August 2025 that considered the following motion supporting Mr Anderson's proposal:

Motion: Agreement to amend Shareholders Agreement

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.

That motion passed unanimously.

The next step is for the PBC to formally vote on whether Mr Anderson's proposal (ratified by the PTBC) is an acceptable one. I intend to submit a motion to the PBC EGM at the end of this month along the following lines:

Motion: Acceptance of Mr Stephen Anderson's Proposal of 15 August 2025 (by ordinary resolution)

That the PBC accepts Mr Stephen Anderson's proposal of 15 August 2025 (a copy of which has been circulated with the agenda) which was subsequently endorsed by the PTBC on 28th August 2025, and agrees that it will not pursue the removal of Mr Anderson as director of Sanctuary Cove Community Services Limited and its subsidiaries with respect to any past conduct that was the reason for serving the Notice of Intention in accordance with the resolution of the PBC passed on 30 May 2024.

And further, that such acceptance is conditional upon a satisfactory Deed of Variation to the Shareholders Agreement being prepared and agreed to by the PBC.

I appreciate the significance of this matter, particularly for those who have been heavily involved in its history. For this reason, I have provided this information in advance of the EGM agenda for September, to provide you with sufficient time to review all material, discuss the potential outcomes and raise any queries or concerns in advance of the EGM to understand the position your RBC wishes to adopt. I encourage you to reach out to me should you require any further information or wish to clarify anything.

History

I am aware that some Members Nominees may not be across the reason for Mr Anderson's original notice of his intention to resign on 31 October 2025.

In summary, the PBC was dissatisfied with Mr Anderson's conduct as a director, and at the EGM held on 30 May 2024, the PBC resolved to take certain steps to seek removal of him as a director. That included serving a Notice of Intention with SCCSL requisitioning a shareholders meeting for the purpose of considering and voting on a resolution for Mr Anderson's removal as a director.

The explanatory note to that motion provided as follows:

Stephen Anderson, PTBC Nominee Director, of Sanctuary Cove Community Services Ltd (SCCSL), presided as Chairperson over the Annual General Meeting of Sanctuary Cove Community Services Ltd on 9th May 2024. Following receipt of questions submitted prior to the meeting, and in answer to those questions, Mr Anderson revealed significant governance failures and breaches of the Corporations Act 2001 (Cth) that transpired during 2023. They confirmed many of the statements made in the PBC Chairperson's 6th March 2024 communication to Sanctuary Cove residents. The failures included but were not restricted to:

- 1. Prevention of the PBC Nominee Director to participate in SCCSL board activities despite election in July 2023 and formal appointment by ASIC in September 2023. (The PBC shareholders were without representation from the time of the previous chairperson's resignation in May 2023 until early 2024.)*
- 2. Conduct of non-quorate board meetings from May – December 2023 due to the absence of a PBC Nominee Director resulting in the invalidity of many SCCSL decisions.*
- 3. Failure of the independent Director and PTBC Nominee Director to resign and reapply for their positions well past their expiry dates.*

From May 2023, 2 directors presided over SCCSL. The Independent Director resigned in December 2023 and Stephen Anderson remains.

The Company Secretary will be replaced following procurement of an external service.

A Notice of Intention was delivered by the PBC to Mr Anderson on 12 June 2024 (**Annexure B**).

Mr Anderson responded to the Notice of Intention. His response was included in the July 2024 PBC agenda (**Annexure C**).

A shareholders meeting was subsequently held on 15 August 2024 to consider and vote on the motion to remove Mr Anderson. The PBC proxy shareholder voted for the motion and the PTBC proxy shareholder voted against, meaning the vote was tied and the shareholders were in deadlock. Following this, the PBC issued a further communication to the PTBC invoking the dispute resolution process per clause 19 of the Shareholders Agreement. Notwithstanding the above, between July – December 2024, much of the Board's time was taken up dealing with the resignation of the Chief Executive Officer (CEO), providing management direction and support to its employees and recruiting for the role of General Manager. The PBC and PTBC agreed to extend the timeframe allowed for dispute resolution to focus on the proper operation of SCCSL. Subsequently on 29 January 2025, the deadlock was broken when Mr Anderson issued correspondence to SCCSL notifying it of his intention to resign, effective as at 31 October 2025.

Considerations for the PBC

I have spoken at length with the PBC's nominee directors (Mr Kernaghan and Mr Shakespeare), and together, we have worked through possible alternatives including refusing the proposal and proceeding with Mr Anderson's removal as a director.

However, as the Secretary of the PBC, it is my personal view that accepting the proposal of Mr Anderson is the best outcome for the PBC for the following reasons:

1. The proposal offers support for rebalancing the Board in favour of the PBC, which is a fairer reflection of the cost contribution to SCCSL by the shareholders.
2. SCCSL has appointed an external party to fulfil the role of Company Secretary (previously this position was held by the CEO) and has employed an In-House Legal Counsel which has improved the professionalism and formality of Board meetings, communications from the SCCSL and overall company governance. This has ensured that simple matters such as the appointment of directors, achieving a quorum at Board meetings and director tenures are not overlooked.
3. The current Board has worked collaboratively and constructively to improve the internal operations of SCCSL and the quality of service to its body corporate customers. Additionally, the current Board worked together through the resignation process of the former CEO, jointly assisted in the management of the company during the CEO's absence for a period of eight months, and actively participated in the recruitment of the new General Manager. This was all aided by Mr Anderson's history of involvement in Sanctuary Cove Resort since 2010. Although there is still more work to be done in this space, Mr Anderson's input has been important in achieving some of the results to date.
4. The current Board (including Mr Anderson) unanimously agreed to a governance review process for SCCSL that will see integral changes made to key areas of the company to improve and enhance its operation. Mr Anderson has previously acknowledged that the governance of the company should be improved, and he has committed to playing a part in that improvement. A comprehensive governance improvement plan has been developed and committed to by all current Directors of SCCSL, including Mr Anderson.
5. All Board decisions have been passed unanimously, which has supported the PBC's view that paying for an Independent Director to sit on the Board as a 'swing' vote, is not necessary or desirable for the proper operation of the Board. This not only saves costs to the shareholders

but demonstrates the willingness of Mr Anderson to work cooperatively to achieve positive results for SCCSL and its shareholders.

6. If the PBC chooses to pursue Mr Anderson's removal, it will drive this matter back into dispute which will require the parties to undertake further dispute resolution processes, which could ultimately result in formal arbitration through an independent party pursuant to the Shareholders Agreement. Any judgement through arbitration would be binding on both parties. The PBC needs to weigh up the risk of a potential unfavourable outcome through arbitration and the significant expense and lost time in progressing with arbitration, against the proposal of Mr Anderson.

I am not suggesting that the PBC, as a shareholder, should be turning a blind eye to previous conduct of company directors. I am suggesting that Mr Anderson has acknowledged historical governance matters that he could have handled better, SCCSL has worked to put in place sufficient protections to guard against those matters occurring again in the future, and the PBC is now better represented at Board level and informed of Board decision making. With all of that in mind, I think that accepting the proposal will be of significant benefit to the PBC and the residents of Sanctuary Cove Resort.

I would welcome any respectful dialogue on this and again, would encourage you to reach out to me should you have any queries or require anything further.

Yours sincerely,

Cheryl McBride OAM

Secretary of Sanctuary Cove Principal Body Corporate

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





Notice of Intention

12 June 2024

The Secretary
Sanctuary Cove Community Services Limited
Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Delivered by email to conor.pujol@boardroomlimited.com.au

To the Board Members and Shareholders,

As the Shareholder's Nominee for the Sanctuary Cove Principal Body Corporate (PBC), I am instructed to formally present a Notice of Intention to remove Stephen Anderson from the Board of Directors of Sanctuary Cove Community Service Ltd (SCCSL) and subsidiaries, via ordinary resolution, at a general meeting of shareholders.

The PBC, as a shareholder, has lost confidence in Mr Anderson, as a Director of SCCSL and its subsidiaries.

Mr Anderson is entitled under the *Corporations Act 2001 203D(4)* to put his case to members and shareholders by providing the company with a written statement for circulation and delivering a verbal communication, prior to the vote, at the proposed meeting (date below).

Mr Anderson currently holds the role of Shareholders Nominee for the Sanctuary Cove Primary Thoroughfare Body Corporate. Due consideration may be given to securing a suitable replacement in anticipation of his removal.

As required by the *Corporations Act 2001 s203D(2)*, a period of two months is required post presentation of the Notice of Intention to remove Stephen Anderson as a Director of SCCSL and its subsidiaries. For that specific purpose, I hereby call a general meeting of the SCCSL shareholders to be convened at the company Masthead Way meeting room, Sanctuary Cove, on 15 August 2024 at 11am

Yours sincerely

A handwritten signature in black ink, appearing to read 'Stuart Shakespeare'.

Stuart Shakespeare
Shareholders Nominee
Sanctuary Cove Principal Body Corporate

STATEMENT OF STEPHEN ANDERSONPTBC REPRESENTATIVE AND DIRECTOR OFSANCTUARY COVE COMMUNITY SERVICES LIMITED AND SUBSIDIARIES (SCCSL)1. **Introduction**

- 1.1 I am a director of SCCSL having been nominated by the Sanctuary Cove Primary Thoroughfare Body Corporate (**PTBC**) (in its capacity as a 50% shareholder) and validly appointed. I have held this position since 14 June 2021.
- 1.2 I make this statement in opposition to the Notice of Intention delivered by Mr Stuart Shakespeare (as the nominee director of the Sanctuary Cove Principal Body Corporate (**PBC**)) on 12 June 2024 seeking to call a meeting of members of SCCSL and propose a resolution to remove me as a director.
- 1.3 This statement is endorsed by the PTBC.

2. **Summary**

- 2.1 For the reasons set out in this statement I do not consider there are any grounds to validly remove me as a director.
- 2.2 The PTBC has a right to nominate and appoint a director of its choice and has validly done so in accordance with the procedures under the Shareholders Agreement. Despite having a right to do so, the PBC did not object to my appointment in February 2024.
- 2.3 Despite this valid appointment, the PBC (by its nominee director) now seeks to remove me as a Director.
- 2.4 I set out my credentials in Annexure A to this statement. I believe that I have the requisite qualifications and experience to provide a positive contribution to the Board and conduct of business of SCCSL.
- 2.5 I accept that there are past matters of governance (the subject of complaint) that could have been handled better and governance can always be improved but those matters the subject of complaint by the PBC are:
- (a) objectively minor in nature and, whilst regrettable, relate to the governance matters for SCCSL. There is no suggestion (and nor could there be) that I have somehow breached my duties as a director or that I have personally been responsible for any of the matters the subject of complaint;
 - (b) not matters which have resulted in any prejudice or loss to SCCSL or its shareholders (and nor could there be); and
 - (c) matters which have now been rectified and ratified by the current SCCSL Board.
- 2.6 In the circumstances, the motivation of the PBC and/or its nominee director to attempt to remove me is unclear and, in my view, any objective third party observer would not consider there are any valid or reasonable grounds for my removal pursuant to the Corporations Act or otherwise.
- 2.7 For my part, I have always enjoyed a professional and respectful relationship with the members of the Board. I have no ill-will towards Mr Shakespeare or any other member of the Board or management and I am comfortable that we can work together and function positively for the benefit of all stakeholders of SCCSL.

3. **Rights of shareholders to appoint a director**

3.1 The SCCSL Shareholders Agreement provides that each of the PBC and PTBC have the right to appoint 2 directors to the SCCSL board.

3.2 Fundamentally this is not an unusual or remarkable situation. Each of the PBC and the PTBC have a right to equal representation on the SCCSL board. However, there is a process where each shareholder can object to the nominee of the other shareholder.

3.3 By way of summary, that process includes:

- (a) providing written notice to SCCSL and the other shareholder of the shareholder's nominee director (together with their resume), not less than 4 weeks prior to the intended commencement of such nominee director; and
- (b) within 3 weeks of the receipt of the notice, the non-appointing shareholder has a right to object to such nomination and appointment, with such objection notice to set out specific bona fide reasons for the objection.

3.4 Consistent with this process:

- (a) I provided a written resignation of my director position to SCCSL on 1 February 2024.
- (b) the PTBC gave written notice to SCCSL on 9 February 2024 of my nomination.
- (c) notice of my nomination was provided to the Chair of the PBC and SCCSL on 19 February 2024.
- (d) the PBC did not object to my appointment.

3.5 As set out below, the matters the subject of complaint are for a period of well before February 2024 (in some cases as long ago as June 2023) and must have been known well before my nomination was presented.

3.6 Even if the matters were not known, it does not matter as it is unlikely that any of the matters complained of would have been a valid reason to object to my nomination.

4. **Complaints**

4.1 The precise complaints of the PBC that are said to be relevant to the proposal to remove me are not clear. However, for the purposes of seeking to provide an explanation for the benefit of shareholders I understand that the PBC has complaints about the following matters:

- (a) Alleged frustration of the PBC Nominee Director to participate in SCCSL board activities from July 2023 to December 2023 and a suggestion that the PBC was without representation from the time of the previous chairperson's resignation in May 2023.)
 - (i) A SCCSL director pack was sent to Mr Shakespeare on 17 August 2023 in order to on-board Mr Shakespeare to the SCCSL Board. Mr Shakespeare's consent to act as a director of SCCSL was received on 8 September 2023.
 - (ii) As part of SCCSL Policy, Mr Shakespeare was asked to obtain a police clearance and provide fingerprints as part of that clearance as SCCSL was a security company. Mr Shakespeare provided his fingerprints in December 2023, and the police clearance application was provided to the Office of Fair Trading (QLD) (OFT).
 - (iii) Mr Shakespeare's clearance as an officer of a security company was not recognised by the OFT until February 2024.

- (iv) There is no particular example given of how the PBC was in fact prejudiced or its interests were adversely impacted - nor could there be.
- (b) Conduct of non-quorate board meetings from May – December 2023 due to the absence of a PBC Nominee Director.
 - (i) it is correct that there were a number of board meetings without an appropriate quorum however the content of those meetings and the resolutions considered:
 - A. were not of a character as to have impacted the proper functioning of SCCSL, nor caused SCCSL any loss; and
 - B. were all resolutions which were later ratified by the SCCSL board unanimously which indicates that those resolutions were uncontroversial,
 - (ii) the relevant resolutions fell into the following categories:
 - A. matters which were within the power of the CEO and did not require board approval,
 - B. resolutions which required ratification as follows resolutions remain for rectification as unauthorised resolutions:
 - 1) ratification of the contract with Employsure;
 - 2) approval of the Operating Plan for 2023/24;
 - 3) approval of SCCSL Proposed Plans - Operating for 2024;
 - 4) approval of financials for FY23 ended 31 October 2023 (which was also approved by the external auditors);
 - 5) approval of the CEOs leave.
- (c) Failure of the independent Director and PTBC Nominee Director to resign and reapply for their positions past their expiry dates:
 - (i) as set out above, this was rectified without opposition.

5. **Conclusion**

- 5.1 To the extent there are any other complaints about my conduct I reserve my right to respond to them
- 5.2 I confirm that I am personally prepared to work with all Board members and management of SCCSL for the benefit of all shareholders and members of each of the PTBC and PBC going forward. In my view, it is important to focus on the execution of the business of SCCSL and to move on from internal matters which take away the focus of the Board and management from the core business of SCCSL. To the extent the shareholders consider it necessary of desirable undertake a governance review and a potential reform of any SCCSL procedures, I am happy to support and participate in the process in a professional way.

ANNEXURE A

I am a Chartered Accountant with over 30 years in business, predominantly in the construction and development industries.

I have been involved with Sanctuary Cove and the Body Corporates since 2010, serving on the PBC, PTBC, PTBC Executive Committee, Chair of the PTBC since 2014, and a member of the Finance Subcommittee for over 10 years. Over that time I have gained significant knowledge and background of the issues facing the community.

Perhaps my most significant contribution to the community was as a member of the Site Wide Review Committee of 2014 that was tasked with reviewing the finance, structure and governance of Sanctuary Cove. I was tasked with the Finance review and undertook significant modelling to determine a strategy for the finances of Sanctuary Cove. As part of that strategy, the largest ever asset review was undertaken in order to properly determine the future sinking funds required for the community assets. I advocated strongly within the community for the adoption of the proposed strategy and was successful in convincing the community it was the correct way for the future. For the first time the Administration and Sinking funds were considered separately, all assets were properly identified and assessed, 3 year budgeting was introduced and the community purchased a proper asset management system.,

The result of that strategy is now evident with Administration fund levies lower than 2016, and the sinking funds have been replenished even after huge asset replacement and investment in community assets over the last 9 years.

From: [Brogan Watling](#)
To: [Stuart Shakespeare](#); [Paul Kernaghan](#); [Derek Glinka](#); [Brian Earp](#); [dianneontheqc](#); [tmcginty52](#)
Cc: [PBC](#); [Cassie McAuliffe](#)
Subject: PBC's liability for Land Tax | Advice from Cooper Grace Ward | 16 September 2025
Date: Tuesday, 16 September 2025 2:52:00 PM
Attachments: [image001.png](#)
[Letter of Advice from CGW - Liability for Land Tax 2025.09.16.pdf](#)
Importance: High

Good afternoon Executive Committee

Please note: I have marked this email as urgent as I require your instruction on whether to include a motion on the agenda for this month that is required to be issued this week.

Please see **attached** advice from Cooper Grace Ward (**CGW**) received this afternoon on the PBC's liability to pay Land Tax.

To summarise, CGW's position is:

1. In the absence of an exemption, the secondary thoroughfares comprise taxable land on which the PBC is liable to pay land tax.
2. It is arguable that an exemption applies to the PBC – namely, an exemption based on the PBC being a public authority.
3. Notable features that support the view that the PBC is a public authority include:
 - a. It has public functions;
 - b. It has governmental authority;
 - c. It does not have features that prevent it from being a public authority.
4. It is not guaranteed that the Queensland Revenue Office (**QRO**) will agree this view. There are some features of the PBC's operation that may not support a finding that it is a public authority including:
 - a. It operates for a discrete section of the public – being its residents;
 - b. There are parallels that can be drawn between the operations of the PBC and other bodies corporate established under BUGTA or the BCCMA.
5. It is recommended that the PBC objects to the land tax assessments for the years 2021 – 2025. This is done by lodging an objection with QRO. This must be done by 3 November 2025. CGW have previously estimated that the costs in preparing submissions in support of an objection would be between \$4,000 - \$6,000 plus GST.
6. There are other recommendations that have been made, but this is the first recommend step.

In terms of next steps, I think it is important to have a motion proposed to the EGM this month to give MNs the opportunity to vote on whether to proceed with instructing CGW to prepare an objection to the land tax assessments. If we leave this for next month, we leave very little time for CGW to prepare and issue an objection before 3 November. Below I have prepared a draft motion for your review:

Motion: Engagement of lawyer to prepare and lodge an objection in respect of 2021 – 2025

Land Tax Assessments (by ordinary resolution)

That, pursuant to the recommendation of Cooper Grace Ward contained in their advice dated 16 September 2025 (a copy of which has been circulated with this agenda), the PBC engages a lawyer to prepare and lodge an objection in respect of 2021 – 2025 Land Tax Assessments, and that one of the below two law firms be engaged to perform that work:

- A. That Cooper Grace Ward be engaged pursuant to their fee proposal dated 23 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$4,000 - \$6,000 plus GTS and disbursements;*
- B. That PCL Lawyers be engaged pursuant to their fee proposal dated 22 July 2025 (a copy of which has been circulated with this agenda) at a fee estimate of \$5,500 - \$7,700 plus GTS and disbursements.*

As you can see, a copy of CGW's advice is intended to be circulated in the agenda along with CGW's estimate of fees and PCL's estimate of fees (as a comparison). Circulating advice in an agenda could arguably amount to a waiver of privilege. But here, the advice has not been sought against or about any particular person or entity, so I do not consider there to be a risk in that approach. That decision is ultimately one for the EC to make. Please confirm if you are happy for it to be included in the agenda pack.

I haven't proposed an explanatory note to accompany the motion as the advice from CGW is arguably sufficient here. Please let me know if you disagree.

Otherwise, please reach out with any queries or concerns.

Thank you.

Kind Regards,

BROGAN WATLING

In-house Counsel

Email brogan.watling@scove.com.au

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

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

Web oursanctuarycove.com.au

My working days are Monday, Tuesday, Thursday and Friday





Our ref TPW 10307096
Doc ref 3442-6947-5645v2

16 September 2025

Brogan Watling
In-house Counsel
Sanctuary Cove Principal Body Corporate

Email: brogan.watling@scove.com.au

Dear Brogan

Sanctuary Cove Principal Body Corporate and land tax on secondary thoroughfares

You have asked us to advise whether:

- the Sanctuary Cove Principal Body Corporate (**PBC**) is liable for land tax the secondary thoroughfares within the Sanctuary Cove Integrated Tourism resort (**Resort**);
- whether there are any exemptions from land tax available for the PBC;
- any alternative options to obtain land tax relief in relation to the secondary thoroughfares.

Background

1. The PBC is a body corporate established under the *Sanctuary Cove Resort Act 1985* (Qld) (**SCR Act**).
2. The PBC owns and is responsible for maintaining secondary thoroughfares within the Resort (an integrated tourism resort under the SCR Act).
3. The secondary thoroughfares exist within the Resort and consist primarily of roads, lanes, footpaths, carparks, parklands, canals and public spaces (including green space). Other than certain secondary thoroughfares associated with the Sanctuary Cove Golf Course, most of the secondary thoroughfares are located with the residential areas of the Resort and within a gated community.
4. Under the SCR Act, the PBC:
 - (a) is the relevant authority for managing all planning decisions within the Resort including being responsible for approving any development works. Building works cannot proceed without the approval of the PBC. Under the SCR Act, any contravention of development control by-laws are required to be dealt with under dispute processes set out in the *Building Units and Group Titles Act 1980* (Qld) (**BUGTA**);
 - (b) is empowered to make by-laws (with Ministerial approval) for the control, management, administration, use and enjoyment of land within residential zones in the Resort (section 96A of the SCR Act). Those by-laws:
 - (i) apply to and bind the PBC, members of the PBC, registered proprietors of land within the Resort, and occupiers of any lots with the residents zones;

- (ii) can regulate size, shape, height, colour, texture and overall placement of building structures within residential zones of the Resort;
 - (c) is responsible for maintenance and construction of the secondary thoroughfares along with preserving, maintaining and keeping clean canals within the secondary thoroughfares (section 62 and 64A of the SCR Act);
 - (d) may make, amend and repeal by-laws (by special resolution) for the control, management, administration, use and enjoyment of the secondary thoroughfares (under section 28 of the SCR Act);
 - (e) is not able to deal with (ie subdivide, transfer or lease) secondary thoroughfares except with approval from the PBC (by special resolution) and from the Gold Coast City Council;
 - (f) is empowered to impose levies and exact those levies from its members.
5. The above notes that the Gold Coast City Council's planning scheme does not apply to Sanctuary Cove (under section 9 of the SCR Act).
6. The members of the PBC comprise:
- (a) the current developer of the Sanctuary Cove Resort – Mulpha Sanctuary Cove (Developments) Pty Ltd; and
 - (b) 27 subsidiary body corporates (known as the Residential Body Corporates (**RBCs**)), which:
 - (i) are body corporates established under the BUGTA;
 - (ii) are established following the lodgement of a relevant building unit plan or group titles plan, on a subdivision of land within the Resort.
7. The PBC is also responsible for waste management within the residential areas of the Resort (although this is not a legislative requirement) and contracts with Cleanaway Waste Management Solutions for the provision of rubbish collection services.

Advice

8. It's arguable the PBC is exempt from land tax in respect of the secondary thoroughfares. This is because the PBC should be entitled to the land tax exemption under section 52 of the Land Tax Act 2010 (**LTA**) (**Public Authority Exemption**). This is on the basis that the PBC is a public authority which is not subject to State taxation under an Act of the Commonwealth or a State (discussed further below).
9. An objection will also need to be lodged in respect of the 2021 – 2025 land tax assessments in order to have the Public Authority Exemption applied for any land tax assessed on the secondary thoroughfares for those years. If that objection is successful, the QRO would refund any land tax paid in those years.
10. To have this exemption applied moving forward, a QRO form LT20 and submission (setting out the basis of the PBC's entitlement to the Public Authority Exemption) will need to be lodged with the QRO.
11. This form, its associated submission and the objection can be combined into a single submission such that the objection deals with the year 2021 – 2025 and seeks to have the Public Authority Exemption applied for future years.

12. Be aware that there is no fee payable to the QRO for lodging an objection. The costs of the objection or submission would solely relate to the PBC administrative and legal costs to prepare the objection.
13. It is also possible for the PBC to object to its annual land valuations. This is a separate process to the QRO objection and requires that, an objection is made to the Valuer General, with supporting valuation evidence from a qualified valuer. The purpose of this objection would be to have the land valuation lowered for the secondary thoroughfares which would result in a decrease in the land tax assessed on this land.
14. The PBC would need to obtain independent valuation advice to confirm if the values attributed to the secondary thoroughfares by the Valuer General were overstated. We are not valuers but note that the secondary thoroughfares may have limited value given the restrictions on their use under the SCR Act.
15. Be aware that land valuation notices typically issue in March and there is a strict 60 day timeframe within which to object. Accordingly, any objection to the secondary thoroughfare land valuation could not be made until March or April 2026 and would only apply for future years.
16. If either of those objections was disallowed, the PBC could either:
 - (a) (in respect of the land tax objection) – appeal the decision to either the QCAT or the Supreme Court;
 - (b) (in respect of the land valuation objection) – appeal the decision to the Land Court.
17. We can provide further details and the likely costs of any such QCAT, Land Court or Supreme Court if the PBC should require.
18. An ex gratia relief application could be made directly to the QRO as an alternative to court action, if the land tax objection is disallowed. We discuss this in detail further below.

Discussion

Land Tax and Public authority exemption

19. In the absence of an exemption, the secondary thoroughfares comprise taxable land of the PBC on which the PBC is liable to pay land tax.
20. No land tax is payable on land owned by a public authority unless the relevant entity is subject to State taxation under an Act of the Commonwealth or a State (section 52 of the LTA).
21. The PBC should be considered a public authority. This is because, the PBC:
 - (a) has public functions. That is:
 - (i) the PBC performs many of traditional or basic functions of a local government entity in the geographic region of the Resort.
 - (ii) it is responsible for setting and administering development control throughout the Resort (through its by-laws);
 - (iii) it is responsible for management of extensive road ways, pathways and public spaces (being the secondary thoroughfares) within the Resort – also regulated through by-laws and under the SCR Act; and

- (iv) legislatively required to preserve, clean and maintain canals within the Resort.

Moreover, the Sanctuary Cove Resort is substantive in its size and operation. It spans 474 hectares – approximately 1/3 the size of the Adelaide City Council area (~15km²), 1/4 of the size of the City of Perth Local Government area (~20km²) and 1/6 the size of the City of Sydney (~26km²).

- (b) has governmental authority. That is:
 - (i) it is a body corporate established by its own bespoke legislation, the SCR Act;
 - (ii) it can control and manage development operations within the sanctuary cove resort area (albeit within the scope of the approved use of the relevant part of the land under the SCR Act). That is all development work within the Sanctuary Cove Resort is subject to approval by the PBC, in accordance with its by-laws;
 - (iii) it has a statutory responsibility to maintain roadways and thoroughfares;
 - (iv) it has statutory power to declare, impose and exact levies from its members, which (ultimately) are extracted from the lots within the Resort.

As a consequence of the above, the PBC has been given statutory authority to act and exercise power in relation to the Resort (in a similar nature of a local government authority) that would otherwise be unauthorised for a private company, body corporate or individual.

- (c) arguably, does not have features that that prevent it from being a public authority. This is because
 - (i) the PBC is specifically prevented from making distributions of profits to its members (section 33(3) of the SCR Act). It is only entitled to disburse funds for the purposes of carrying out its powers, authorities, duties and functions required under the SCR Act;
 - (ii) the PBC has significant public functions (being responsible for levying amounts akin to rates, being responsible for roads/thoroughfares and being responsible for organising rubbish collections within the Resort). The fact that development control matters are exclusive ambit of the PBC further enforces its public function.

22. The above position is however not beyond doubt. This is because it is open for the QRO to take the view the operations of the PBC are sufficiently private to give it features of being inconsistent with a public authority. That:

- (a) the PBC operates for a discrete section of the public (ie the residents and occupiers of the Resort); and
- (b) there are parallels which can be drawn between the operations of the PBC and those of a typical body corporate established under either of the BUGTA or *Body Corporate and Community Management Act 1997 (BCCMA)*.

23. That being said, that the PBC maintains sole development control over the resort to the exclusion of the local Council (an extraordinary power given to a private entity) and given the substantive size and scale of the Resort (compared to a typical group title or community title scheme), are factors which in our view that lead to a conclusion the PBC should be a public authority.

PBC subject to Tax

24. The Public Authority Exemption does not apply if the public authority seeking the exemption is made subject to State taxation by a State law or a Commonwealth law. The PBC should satisfy this aspect of the Public Authority Exemption as there is no State or Commonwealth legislation which specifically makes the PBC liable to State taxation.
25. That is, a strict reading of section 52 of the LTA, may suggest that any public authority that is subject to State taxation is denied this land tax exemption. However the second reading speech which enacted the Public Authority Exemption (in its current form) suggests that the PBC needs to be made specifically subject to State taxation. For example (and as noted in the second reading speeches) section 63 of the *Australian Postal Corporation Act 1989* (Cth) makes Australia Post specifically liable to State taxation.
26. Further second 105 of the SCR Act, whilst contemplates land tax being paid in respect of the Resort land, does not specifically make the PBC liable to state taxation. Rather that section qualifies how the Valuer General is to value land within the Resort under the *Land Valuation Act 2010* (Qld).
27. We are unaware and have not been able to locate any such State or Commonwealth law that makes the PBC specifically subject to State taxation.

Valuation objection

28. Another avenue for objection (if the land tax objection was not successful) would be to lodge an objection to the latest valuation issued by the Valuer General (**annual land valuation**) in respect of the secondary thoroughfares.
29. This would require specific valuation advice to confirm whether the land comprising the secondary thoroughfares has been appropriately valued by the Valuer General. Only if appropriate valuation advice was obtained, from a properly qualified valuer should an objection to the annual land valuation be made.
30. Further an objection to a land valuation by the Valuer General can only be made within 60 days of the relevant annual land valuation (unless there are extenuating circumstances which resulted in the delay). As annual land valuations typically issue in March, the PBC would need to wait until that land valuation is issued in March 2026 before pursuing this option.

Ex gratia application

31. An ex-gratia relief application could be made if the QRO (or Valuer General, in respect of a land valuation objection) disallowed the above objection (for example on the basis the PBC was not a public authority) and the PBC did not proceed with QCAT or Supreme Court (or Land Court, as relevant) review.
32. An ex-gratia relief application is typically made in circumstances where there is an anomaly in State tax legislation that results in the legislation being applied in an unintentional way. The anomaly which the PBC may rely on is that bodies corporate under the BUGTA and BCCMA are not liable to land tax on scheme land and land comprised in BUGTA plan (analogous to the secondary thoroughfares). That is, if the PBC was not a public authority, it is appropriate for it to be treated, for land tax purpose, in a similar manner to a body corporate.

33. Be aware, it is completely discretionary whether relief is given following an ex-gratia application. Accordingly, even though an application is made, there is no guarantee that ex-gratia relief would be provided. If the objection was not successful (and further review was not sought from QCAT or the Supreme Court) an ex-gratia application would provide a further avenue to have land tax relief provided.

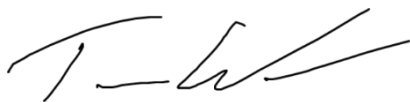
Next steps

34. We suggest an objection to the land tax assessments for the year 2021 – 2025 is lodged on the basis the Public Authority Exemption applies to the PBC for those years.
35. Given timeframes, this would be the prudent course of action to progress obtaining relief from land tax noting an objection to annual land valuation cannot be made until at least April 2026 and ex gratia application should be considered as a final avenue for relief.
36. Further, we note that the 2025-2026 land tax assessment for the PBC was issued on 4 September 2025. This assessment will need to be objected to before **3 November 2025** to ensure this objection is received within the 60 day timeframe.
37. Be aware that for prior year land tax assessments, our experience is the QRO will typically extend the date for lodging an objection. However this is at the QRO's discretion and ideally any objection to land tax should be lodged within 60 days from the date of the 2025-2026 land tax assessment notice.

Feel free to contact us with any queries.

Regards

Yours faithfully



Tom Walrut
Special Counsel
61 7 3231 2932
tom.walrut@cgw.com.au



Linda Tapiolas
Partner

From: [Tom Walrut](#)
To: [Brogan Watling](#)
Cc: [PBC](#); [Scott Hay-Bartlem](#); [Linda Tapiolas](#)
Subject: FW: Request for fee proposal | Advice on Land Tax
Date: Wednesday, 23 July 2025 1:47:31 PM
Attachments: [image001.png](#)
[PBC Land Valuation.pdf](#)
[QLD Revenue Office.pdf](#)
[Sanctuary Cove Resort - PT and ST.png](#)

Caution! This message was sent from outside your organization.

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

Hi Brogan

Thanks for the email.

Land tax advice

1. Our fees would be \$5,500 - \$7,500 plus GST to advise:

(a) whether the Sanctuary Cove Principal Body Corporate (PBC) is liable for land tax on the land which comprises in the secondary thoroughfares.

(b) on the availability of any exemptions from land tax for the PBC in relation to the secondary thoroughfares;

(c) if no such exemption were available, if there are any alternative options to obtain land tax relief from in relation to the secondary thoroughfares.

2. Subject to the outcome of the advice above, if:

(a) an exemption is available, the next step would be to either apply for a refund of land tax paid or lodge an objection to the last 5 years of land tax assessments (being the 5 year time limit under the legislation). This notes the PBC has traditionally paid land tax on the secondary thoroughfares;

(b) no exemption is available, it may be possible to apply for ex-gratia relief from land tax.

3. The appropriate way forward in determining whether to apply for a refund, prepare and lodge an objection or apply for ex-gratia relief would need to be determined having regard to the outcome of the advice in paragraph 1. From a costs perspective typically we would expect the costs to prepare:

(a) a refund application would be \$2,000 - \$3,000 plus GST;

(b) an objection would be \$4,000 - \$6,000 plus GST;

(c) an ex gratia relief application would be \$5,000 plus GST.

Feel free to contact us with any queries.

Regards

Tom Walrut
Special Counsel



T +61 7 3231 2932 **M** +61 421 979 730 **E** Tom.Walrut@cgw.com.au



Security precautions - always verify account details by telephone

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

From: Brogan Watling
Sent: Friday, 18 July 2025 11:24 AM
To: Tom Walrut
Cc: PBC <pbcc@scove.com.au>
Subject: Request for fee proposal | Advice on Land Tax

Good morning Tom

Thank you for your time on the phone this morning.

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

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

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

- It is my understanding that bodies corporate that are established under the *Building Units and Group Titles Act 1980* (Qld) and the *Body Corporate and Community Management Act 1997* (Qld) do not pay land tax on common property because of the operation of clauses 12 and 29 of the *Land Tax Act 2010* (Qld).

Thank you, Tom.

Please let me know if you require anything further.

Kind Regards,

BROGAN WATLING

In-house Counsel

Email brogan.watling@scove.com.au

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

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

Web oursanctuarycove.com.au

My working days are Monday, Tuesday, Thursday and Friday



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

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Date: 22 July 2025



Disclosure Statement & Costs Agreement

Pursuant to Division 3 & 4 of Part 4.3 of the Legal Profession Uniform Law (NSW)

The Disclosure Statement and the Costs Agreement are to be read together and form the Agreement in this matter. The Agreement will be binding upon you once signed or if you continue to give PCL Lawyers instructions after receiving this document.

Matter:

**Advice to Principal Body Corporate (PBC) of
Sanctuary Cove Resort – Advice to PBC re
land tax obligations under *Land Tax Act 2010*
(QLD)**

Between

PCL Lawyers
(Law Practice)

**Sanctuary Cove Community Services Limited
(ACN 119 669 322)**
(Client)

Brogan Watling
(Guarantor)

MELBOURNE:

Level 14, 90 Collins Street,
Melbourne VIC 3000
T: 03 8397 5000

SYDNEY:

Level 14, 25 Martin Place,
Sydney NSW 2000
T: 02 9127 2000

BRISBANE:

Level 34, 1 Eagle Street,
Brisbane QLD 4000
T: 07 3179 7000

ABN: 63 160 305 064
pcllawyers.com.au

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Part A – Disclosure Statement

Under Division 3 of Part 4.3 of the Legal Profession Uniform Law (NSW) (Uniform Law), we must disclose to you the following information relating to legal costs.

1. The basis on which our charges will be calculated – section 174(1)(a)

We will always try to give you an estimate of the likely fees and disbursements if the actual fees and disbursements are not known for a particular matter. The actual fees and costs may differ from the estimate if the scope or nature of the matter or of our role changes or unforeseen circumstances arise.

1.1 Hourly Rates

Our charges will be determined by hourly rates charged in 6-minute units. For example the time charged for an attendance of up to 6 minutes will be rounded up to 6 minutes and the time charged for an attendance between 6 and 12 minutes will be rounded up to 12 minutes.

Our lawyers record the time they spend when they work on your matter and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience.

The lawyer with day-to-day carriage of your matter is Jack Chee. The Partner with ultimate responsible for your matter is Nelson Arias-Alvarez. At times it may be appropriate to delegate some tasks to other legal, paralegal or clerical staff. There are often a number of solicitors and support staff who may be involved in your matter and from time to time you may be contacted by other people within that team.

The current hourly rates of the staff likely to be involved in working on this matter are:

Position	Hourly rate
Partner	\$700.00 per hour plus GST
Special Counsel	\$650.00 per hour plus GST
Associate Partner	\$650.00 per hour plus GST
Senior Associate	\$595.00 per hour plus GST
Associate	\$495.00 per hour plus GST
Lawyer	\$460.00 per hour plus GST
Paralegal	\$250.00 per hour plus GST
Law Clerk/Legal Assistant	\$190.00 per hour plus GST

1.2 Disbursements

In providing legal services to you, it may also be necessary to incur other fees, expenses and charges including, Court filing and issue fees, Barristers' fees, experts' fees, bank charges, travel expenses, stamp duty, courier fees, long distance telephone charges, photocopying fees and company and other search fees.

These fees, expenses and other charges we incur on your behalf are referred to as disbursements.

We will charge you at cost for any disbursements we incur on your behalf. You must pay reasonable disbursements, including GST (Goods and Services Tax), incurred by us on your behalf either on demand or at the conclusion of this matter.

We may also request that you provide us with payment in advance of us incurring a disbursement on your behalf. These funds will be held in our trust account until payment of the disbursement is required.

If there are disbursements to be incurred that are unusual, we will seek your instructions before incurring the expense.

2. Scope

You have instructed us to:

Description of professional work	Estimated fees plus GST	Estimated disbursements plus GST
Phase 1: Initial legal research and assessment		
- Consider Queensland Revenue Office (QRO) land tax assessment notice(s) and land valuation notice(s); - Research re <i>Sanctuary Cove Resort Act 1985</i> (Qld), the <i>Land Tax Act 2010</i> (Qld) and principles relating to common property in integrated resorts; - Research case law and QRO guidelines relating to land tax exemptions for common property and thoroughfares, related to <i>Sanctuary Cove Resort Act 1985</i> (Qld); - Identify historical precedents or QRO positions specific to Sanctuary Cove for exemption.	\$5,500.00 to \$7,700.00	
Phase 2: Advice to Principal Body Corporate (PBC)		
- Advice to the PBC whether Secondary Thoroughfare (ST) falls within scope of current land tax exemptions for common property; - Formulation of strategy and recommended steps re application to seek (a) QRO ruling, or (b) review of the assessment(s) from QRO.	\$4,400.00 to \$6,600.00	
Phase 3: Formal application to QRO for exemption or ruling or to challenge QRO assessment		
- Prepare application for exemption or ruling from QRO / challenge QRO assessment; - Drafting legal submissions and necessary documentation for submission to QRO.	\$5,500.00 to \$7,700.00	

The following is intended to illustrate the types of work we may do for you, however it is neither exhaustive nor conclusive:

- verbal, written, email, facsimile and face to face communications with you, other solicitors and barristers (as necessary); and

- all time spent in the preparation of your case including writing file notes, conducting file reviews individually and as a legal team, research in anticipation of any conference, hearing and/or trial, travel from our office to any necessary meeting, conference, registry, hearing and/or trial location, reading, writing and considering and analysing.

3. Our estimated total legal costs – section 174(1)(a)

We confirm your billed costs to date are approximately **\$Nil**.

Please note that the amount set out at the bottom of the table below at *Uniform Law estimate of total Legal Costs* is calculated based the total of your costs to date(i.e. work we have already carried out) and our estimate of costs for works we are about to do based on your instructions.

From this point, based on the instructions and documents you have provided to us to date, we estimate that total legal costs, including our charges and disbursements will be as follows:

Professional Fees	\$22,000.00 plus GST
Disbursements	\$0.00 plus GST
TOTAL:	\$22,000.00 plus GST
<i>Uniform Law Estimate (ULE) of total Legal Costs</i>	<i>\$24,200.00 inclusive of GST</i>
(ULE is a combined sum of the costs to date and the new estimate per above)	

This estimate of total legal costs is not binding on us, as the work required may change, but is our best advice at this point in time. The estimate is based on our current understanding of the present circumstances of this matter. If the scope of this matter or your instructions to us change in a way that results in a significant change to anything we have previously disclosed, including this estimate, we will revise the estimate as soon as practicable.

Where a range of estimated fees is given, the amount of work that we will be required to do in this matter (and hence the end cost of this matter) will largely depend on the position adopted by the other party and the nature of the response from the other party to our correspondence. The estimated fees reflect our view (based on what we presently know) as to the work involved. We cannot control the actions of the other parties in terms of how they respond and may alter our estimate of fees in due course.

4. Funds in trust

We operate a 'trust account' in which we will hold any funds deposited by you, in anticipation of fees being incurred in your matter. A trust account is a regulated account maintained by PCL for the purpose of holding client monies including in anticipation of future payments, such as legal costs. Our trust account will be referred to when we ask you to deposit funds in anticipation of work.

At the time of this Disclosure Statement and Cost Agreement being sent to you, we confirm receipt from you of **\$Nil** deposited into our trust account.

It is our firm's policy to, at all times, hold funds in our trust account to cover the anticipated cost of the next stage of work required in the matter. The remaining balance of any funds held in our trust account will be returned to you at the end of the matter.

To cover our upcoming anticipated professional fees and disbursements, **please transfer \$17,000.00 to our trust account**, the details of which are as follows:

Bank: Bank of Melbourne
Name: PCL Lawyers Pty Ltd Law Practice Trust Account
BSB: 333 030

Account: 555 311 144

Ref: NA:JC:81176



5. Cyber Security and Trust Payments

Our firm has proactive steps in place to protect you and your information from cyber-attack. We also need you to take some precautionary steps to ensure the security of your information.

5.1 What we will do

- (a) Tell you at the start of a matter what our payment details are and not change those details unless we speak to you first.
- (b) Always authenticate and verify email instructions from you that direct where money should be sent by speaking to you in person or by phone.

5.2 What we recommend you do

- (a) Never respond to an email that could be from us requesting you to deposit money into a bank account that is different from the account we gave you at the start of the matter. You should immediately contact our office either in person or by telephone and speak to the person handling your file if you receive an email of this nature. You should not respond to the email.
- (b) If you are at all concerned or suspicious about the validity of any correspondence or request you receive from us by email do not action the request. You should immediately contact our office either in person or by telephone and speak to the person handling your file.
- (c) Follow some basic cyber-crime prevention steps including:
 - (i) keep all software on your computers up to date with all updates and security patches installed;
 - (ii) change your passwords at least every 12 months and using passwords that are at least eight characters long, and contain capital letters and numbers;
 - (iii) use different passwords for each of your devices;
 - (iv) keep an eye out for phony or fraudulent emails;
 - (v) don't respond to emails that ask for personal information as legitimate companies will not use email to ask for your personal information; and
 - (vi) don't click on links embedded in emails from people you don't know.

6. Litigious Matters

6.1 Recovery of costs from another party in litigious matters

If your matter is a litigious matter, and if you are successful, the Court may order the other party to the litigation to pay some of or a percentage of your legal costs. These costs are usually calculated by applying the relevant Court scale of costs applicable to your matter.

If the Court orders the other party to pay your costs, we estimate that you will recover somewhere between 45-70% of your total legal costs. The amounts may differ depending on what costs were incurred and according to the relevant part of the litigation. Courts and Tribunals have a wide discretion in making costs orders and costs are not always awarded in

the way a party would hope. We can make no guarantees of any costs orders being made in your favour.

An order for costs in your favour does not affect your liability to pay all our fees and disbursements, including any third parties we engage on your behalf such as barristers, experts, accountants or as otherwise required.. The costs you may recover from another party are unlikely to cover the whole of the legal costs that you must pay us. If you cannot recover legal costs from the other party (if for example the party goes into liquidation or becomes bankrupt), you will still be liable to pay all of your legal costs with our firm.

You must pay us our legal costs when they are due and it is a condition of us entering into our Agreement with you. We are not obliged to wait for payment from you until you recover any costs awarded in our favour from your opponents (if you ever do).

6.2 Your liability for the costs of another party in litigious matters

If your matter is a litigious matter, and if you are unsuccessful, it is likely that the Court will order you to pay some of the legal costs of the other party. These costs are usually calculated by applying the relevant Court scale of costs applicable to your matter. We estimate that this amount could range between 60-90% of your total legal costs.

In the event that you are unsuccessful in your litigious matter, you will still be responsible for payment of your own legal costs with our firm. Please note that your liability for the costs of another party, if ordered by the Court, applies regardless of whether you entered into a Costs Agreement with us.

We note that there is no guarantee of success in any litigation regardless of the material and strength of the case that we run for you and that may be provided to the Court, or the apparent merits of your case at any particular time.

7. Your rights – section 174(2)

- (a) You have a right to negotiate a Costs Agreement with us. You may want to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.
- (b) You have a right to negotiate the billing method with us.
- (c) You have a right to receive a bill from us.
- (d) If you receive a bill that is not itemised or partially itemised, you have a right to request an itemised bill within 30 days after receiving that bill.
- (e) You have a right to be notified of any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs.
- (f) You have the right to seek the assistance of the designated local regulatory authority (The Office of the NSW Legal Services Commissioner (OLSC)) in the event of a dispute about legal costs.

8. Our accounts

We will send you a bill on a fortnightly basis, at appropriate intervals or at the end of this matter.

We may ask you to pay an amount in advance to cover expenses or on account of our charges.

Our bill is payable within 7 days of you receiving it.

If you do not pay our bill, we may be entitled to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our bill is paid.

9. Interest on unpaid accounts – section 195(1)

If a bill remains unpaid 14 days after it is received by you, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

10. Your right to request a written report on legal costs – section 190(1)

You have a right to request a written report of the legal costs incurred to date or since our last bill (if any) and we must provide such a report within a reasonable period and without charge.

11. If you have a concern about our legal costs – section 174(3)

If you have any concerns about our legal costs, please do not hesitate to contact us on (03) 8397 5000. This is because it is important to us that, in consenting to the proposed course of action for the conduct of your matter (in particular the proposed costs), you are informed and understand the issues involved.

12. Your documents

Your documents may be destroyed after seven years from the date of our final bill unless you write to us requesting retention for a longer period.

You acknowledge and agree that should you require your documents (either physical, electronic or otherwise) at the end of your matter, the transfer of documents will incur a fee, charged in accordance with clause 1.1.

Prior to providing your documents, we will provide you with an invoice detailing fees associated with the transfer of documents to you.

When all invoices, including the abovementioned invoice, have been paid in full, we will release your file and your documents as you direct.

13. Jurisdiction

The Uniform Law as applied in New South Wales is applicable to legal costs in this matter.

14. Engagement of another lawyer or law practice – section 175

In providing legal services for you, it may be necessary to engage another law practice (including Barristers) to provide specialist advice or services.

We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as the retained law practice provides this information to us.

If we are instructed to transfer your file to another legal practice, all funds due to us up to that point are immediately payable prior to the transfer. We also regard the general file contents as our property. We will hand over what we decide is relevant to the matter including Court orders, original documents, original reports, contact details of third party agents involved in your matter and/or copies of all correspondence and documents relevant to your case.

Part B – Cost Agreement

Division 4 of Part 4.3 of the Uniform Law allows a law practice and you (the client) to agree on how the law practices charges are to be calculated and paid. It is called a “Costs Agreement” and it may be enforced in the same way as any other contract.

This document is an offer to enter into a Costs Agreement in accordance with the information contained in the Disclosure Statement (Part A) given to you in compliance with Division 3 of Part 4.3 of the Uniform Law.

If you accept these terms, the Disclosure Statement and this Costs Agreement document will make up the complete Agreement between us for this matter.

You may accept the Agreement by writing to us indicating your acceptance, by returning a signed copy of this document as provided in the Acknowledgement at the end of this document or by continuing to give us instructions in this matter.

1. The basis on which our charges will be calculated

Our charges will be calculated in accordance with the method (i.e. hourly rates) detailed in the Disclosure Statement (Part A) that forms part of this Costs Agreement with you.

Unless specified otherwise, quoted amounts do not include GST, and GST will be added to the amount to be paid.

2. Payment of our charges

Interim bills will be given to you on a fortnightly basis or at other appropriate intervals during your matter, as well as at the end of this matter. Our bills are due and payable within 7 days of receiving them.

If a bill remains unpaid 14 days after you receive it, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

If you do not pay our bill, we may:

- (a) be entitled to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our bill is paid.
- (b) cease working on your matter until we are paid. If the bill continues to remain unpaid, we may cease to act for you.
- (c) Refer to the recovery of the unpaid bill to a debt recovery agency and /or a solicitor, including a solicitor employed by us. You agree that in such case, the costs of recovery of these unpaid sums shall also be paid by you.

3. Payment of disbursements

Disbursements are separate from our charges and you are liable to pay these costs, including GST (Goods and Services Tax), incurred by this practice on your behalf. Disbursements will be charged as follows:

Item	Cost (plus GST)
Photocopying	\$0.50 per page
Printing	\$0.20 per page
Couriers	At cost
Postage	At cost
Scanning	\$0.10 per page

Item	Cost (plus GST)
Facsimile transmissions	\$1.00 per page
Searches, Lodgement fees, Court Filing fees or as otherwise required in your matter	At cost
Barrister's fees for considering, setting, advising and attendance at court	At cost, upon agreement by client
Any other experts or otherwise as required or instructed to be engaged in your matter	At cost, upon agreement by client

4. Guarantee

The people named as Guarantor who enter this Costs Agreement (Guarantor):

- (a) irrevocably agree, on a joint and severable basis, to guarantee the punctual payment by the Client of all money which is, or becomes payable by the Client to PCL Lawyers under this Costs Agreement, any bill or on any other account as and when it falls due (Secured Money);
- (b) to pay to PCL Lawyers on demand the Secured Money without PCL Lawyers making any prior demand on the Client or any other steps being taken against the Client to recover the Secured Money; and
- (c) having obtained, or having had the opportunity to obtain, legal advice in relation to the guarantee including the guarantees legal obligations.

The people named as Guarantor in this Agreement irrevocably agree to be Guarantor by returning a signed copy of this document as provided in the Acknowledgement at the end of this document.

5. Trust money

If we receive money into our trust account on your behalf, you authorise us to draw on that money to pay any amount due from you to us in accordance with the provisions of the Uniform Law and the Legal Profession Uniform General Rules 2015 relating to the withdrawal of trust money for legal costs. A trust statement will be forwarded to you upon completion of the matter.

6. Bills

We may give bills to you in any way specified in Rule 73 of the Legal Profession Uniform General Rules 2015. For the purposes of Rule 73, you consent to receiving bills:

- (a) by fax to the number specified by you;
- (b) by email address or mobile phone number to the address or number specified by you; or
- (c) by any other means of electronic transmission agreed to by you and us.

7. Your obligations

We require you to, and you agree to:

- (a) provide full and honest instructions relevant to your matter and any material change in your circumstances that might impact on your matter while we continue to act for you;
- (b) co-operate in the matter and do all that we reasonably request of you in a timely manner;
- (c) accept and follow our reasonable legal advice; and

- (d) provide funds in advance in accordance with this Costs Agreement or some later arrangement.

If you fail to comply with any of these conditions, we have the option to terminate this Costs Agreement by advising you of termination in writing.

8. If we cease to act for you or you stop using this law practice

Circumstances may arise (such as a conflict of interest) that make it impossible for us to continue to act for you. We may also cease acting for you if you breach your obligations as set out in above.

We will notify you immediately if any of the above matters arise.

If we cease to act for you:

- (a) we will take steps to remove our name from the court record in any court proceedings;
- (b) you will receive a final account which will include all outstanding legal costs;
- (c) you must pay our legal costs up until the date we cease to act; and
- (d) we may retain your file and keep your documents until we are paid subject to any other statutory requirements.

If this law practice ceases to act for you during the course of this matter, then all legal costs incurred up to the date of the termination will be charged.

You may end our engagement by written notice at any time. If this occurs, then all legal costs incurred up to the date of the termination will be charged. Depending on circumstances, we may be entitled to exercise our right to a solicitors lien by retaining documents related to any matters we are conducting on your behalf.

9. Seeking independent legal advice

You are advised to seek independent legal advice prior to signing this Agreement or otherwise agreeing to the terms of this Agreement.

10. Acknowledgment

I, Sanctuary Cove Community Services Limited, ACKNOWLEDGE that I have:

- (a) read and understood the Disclosure Statement (Part A) pursuant to Division 3 of Part 4.3 of the Uniform Law; and
- (b) read, understood and approved this Costs Agreement (Part B) pursuant to Division 4 of Part 4.3 of the Uniform Law; and
- (c) read, understood and approved this Agreement (Parts A & B); and
- (d) been advised of my right to get independent legal advice before entering into this Agreement; and
- (e) agreed that I may sign and return this Agreement in any of the following ways:
 - (i) sign the Agreement (including in the capacity of Guarantor if named as such) and return it to the law practice by hand, post, electronically or other method;
 - (ii) reply electronically to the law practice stating that I agree to the terms and acknowledgements set out in the Agreement received and for the email which contains my printed name or signature to be my signature in the Agreement;
 - (iii) type my name into the Agreement and confirm by email to the law practice that it should stand as my signature in the Agreement;

- (iv) any other method that would identify me as the client and my intention that I wish for my signature to be noted as being applied in the Agreement; or
- (v) by continuing to give PCL Lawyers instructions after receiving this document.

Signing Page

COMPANY

Executed for and on behalf of Sanctuary Cove Community Services Limited (ACN 119 669 322) in accordance with s 127(1) of the *Corporations Act* (2001)

Signed by Director

Print Name of Director

Date

Signed by Director/ Secretary

Print Name of Director/ Secretary

Date

GUARANTOR

Signed by Brogan Watling

Date