

IN THE SUPREME COURT OF WESTERN AUSTRALIA COR ____ of 2024

IN THE MATTER OF QUINTIS (AUSTRALIA) PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 626 970 821

EX PARTE

DANIEL WOODHOUSE, HAYDEN WHITE and JOHN PARK in their capacity as joint and several receivers and managers of Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 626 970 821

AND OTHERS (as listed in the Schedule)

Plaintiffs

**AFFIDAVIT OF DANIEL HILLSTON WOODHOUSE
AFFIRMED ON 15 APRIL 2024**

Date of Document: 15 April 2024

Filed on Behalf of: The Plaintiffs

Date of Filing: 15 April 2024

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15 APR 2024

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SUPREME COURT



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I Daniel Hillston Woodhouse of Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA, 6000, Chartered Accountant and Registered Liquidator affirm and say as follows:

1. I am a senior managing director in the corporate finance and restructuring practice of the professional services firm, FTI Consulting (Australia) Pty Ltd (**FTI**). I have been a registered liquidator since 2018. I have over 20 years experience in corporate restructuring and turnaround review and advisory services.
2. I am one of three joint and several receivers and managers of the second to tenth plaintiffs (the **Quintis Group** or the **Group**), together with Hayden White and John Park (together, the **Receivers** and each a **Receiver**). Messrs White and Park are also senior managing directors of FTI.
3. I am authorised by my fellow Receivers to make this affidavit on behalf of the Receivers.
4. Unless otherwise stated, this affidavit is based on my own knowledge and belief from information that I and staff members of FTI have obtained as a consequence of the Receivers' appointment to the Quintis Group, which I believe to be true.
5. The attachments to this affidavit are numbered sequentially with the prefix "DHW". In this affidavit, where I refer to a document and then state a sequential attachment identifier in bracketed text (for example "... (**DHW-1**)"), the attachment to this affidavit marked with that identifier is a true copy of the document that I refer to in the preceding text.
6. I make this affidavit in support of the relief sought by the plaintiffs in the originating process filed in this proceeding on 15 April 2024 (the **Application**).

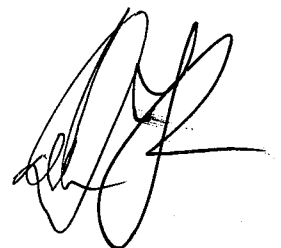


Quintis Group of Companies

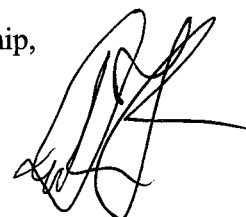
7. The Quintis Group of companies, being the second to tenth plaintiffs in these proceedings, comprise of:
- (a) Quintis (Australia) Pty Limited (Receivers and Managers Appointed) (Administrators Appointed) ACN 626 970 821 (**Quintis Australia**), which wholly owns the following;
 - (b) Quintis Leasing Pty Ltd (Receivers and Managers Appointed) (In Liquidation) ACN 080 978 721, (formerly named TFS Leasing Pty Ltd) (**QLPL**);
 - (c) Arwon Finance Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 072 486 643;
 - (d) Sandalwood Properties Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 093 330 977 (**SPL**);
 - (e) Fieldpark Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 113 440 841 (**Fieldpark**);
 - (f) Quintis Forestry Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 080 139 966 (**QFPL**); and
 - (g) Mt Romance Holdings Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 115 659 606 (**Mt Romance Holdings**).
8. The following entities are Australian incorporated wholly owned subsidiaries of Mt Romance Holdings:
- (a) Quintis Sandalwood Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 060 122 698 (**QSPL**); and
 - (b) About Time We Met Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 088 257 498.



9. Attached hereto and marked (DHW-1) is a corporate structure diagram of the Quintis Group, which I have caused one of the FTI team members assisting the Receivers with the receivership, to create.
10. Attached hereto and marked (DHW-2) are true copies of the ASIC current organisational extracts with respect to each of the plaintiffs dated 12 April 2024.
11. The Quintis Group manages, operates, and owns several Indian sandalwood plantations and ancillary businesses in Australia.
12. My understanding, based on my initial investigations of the Quintis Group's books and records and by reference to publicly available material, is that:
 - (a) the Quintis Group grows and harvests heartwood from sandalwood trees for the purposes of producing logs, oil, chips and powder;
 - (b) the business has operations in several locations around Australia in Western Australia, the Northern Territory, Queensland, and overseas China. It also has business development teams in America, France, India and Japan;
 - (c) the Quintis Group's sandalwood plantations are estimated to be the largest in the world spanning approximately 12,000 hectares spreading across Western Australia (Kununurra), Northern Territory (Darwin, Douglas Daly and Katherine) and Queensland (Burdekin) with processing functions in northern Western Australia (Kununurra) and southern Western Australia (Albany) and a head office in Perth;
 - (d) historically, the Quintis Group and its operations have sought investment via retail investors (through managed investment schemes registered and operated in accordance with Part 5C of the Corporations Act (**Managed Investment Schemes**)), institutional investors and high net worth investors; and

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- (e) the Quintis Group previously went through a voluntary administration, receivership, deed of company arrangement and scheme of arrangement process in 2018.
13. The primary operating companies within the Quintis Group are:
- (a) QLPL: the lessee for leases where third parties are the lessor;
 - (b) SPL: which holds an Australian Financial Services Licence and is the responsible entity of the Quintis Group's Managed Investment Schemes that I refer to at 15;
 - (c) QFPL: the primary employing entity and the manager for Managed Investment Schemes and non-scheme plantations;
 - (d) QSPL: the primary employing entity for the Albany oil distillery and runs the Albany operations.
14. The Quintis Group has 3 tiers of plantation investors with over 3,000 Managed Investment Scheme investors, approximately 79 sophisticated investors (some with bespoke arrangements) and three institutional investors with bespoke arrangements.
15. My preliminary review of the Group's books and records also shows that the business and affairs of various members of the Group are intermingled and complex, the main reasons adding to the complexity being the fact that:
- (a) the Group has operated different categories of investments over time, including retail Managed Investment Schemes, collective investment schemes with "high net worth" investors and forestry management arrangements with institutional investors;
 - (b) each of those investments is structured slightly differently (and there are also differences between schemes within each category of investment);
 - (c) there are several Group entities performing various roles across those schemes and categories of investment, including landownership,



forestry management and investment management, in some cases with the Group company that contracts with the relevant investor sub-contracting its obligations to other group members;

- (d) the reporting functions of the business are quite poor, with each business unit having different systems and policies in place. This has made it very difficult to analyse which business units are profitable (and what are not) and where some of the immediate improvement strategies could be implemented; and
- (e) the geographic diversity as mentioned above has naturally made it more difficult to meet with key management to get a strong understanding of how the different business units integrate.

Background to Appointment as Receivers

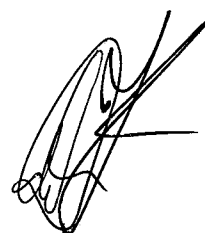
16. On 19 December 2023, SPL made an application in the Supreme Court of Western Australia for orders that all of its Managed Investment Schemes then on foot be wound up. Attached hereto and marked (DHW-3) is a true copy of the announcement made by SPL in this regard.
17. Shortly after this, on 20 December 2023, Richard Scott Tucker and Scott Bradley Kershaw of KordaMentha were appointed as joint and several administrators of QLPL, by resolution of its sole director, pursuant to section 436A of the Corporations Act. Attached hereto and marked (DHW-4) is a true copy of the announcement in respect of the appointment.
18. On 21 December 2023, Her Honour Justice Hill of the Supreme Court of Western Australia made orders that (i) any grower who wishes to be heard in SPL's winding up application file an appearance by 29 January 2024 and (ii) SPL's winding up application be listed for a hearing on 31 January 2024.
19. On 6 March 2024, QLPL subsequently entered liquidation at the second meeting of creditors held pursuant to section 439A of the Corporations Act. Attached hereto and marked (DHW-5) is a true copy of the notice published on the ASIC website.



20. On 12 March 2024, His Honour Justice Cobby of the Supreme Court of Western Australia ordered that SPL wind up 10 Managed Investment Schemes dating from 2007 to 2016 (being all of the Managed Investment Schemes of the Quintis Group on foot at that time) pursuant to section 601ND(1)(a) of the Corporations Act, on just and equitable grounds (**DHW-6**).
21. On 26 March 2024, notices advising all growers of the termination of their sub-lease and management agreements were published on the Quintis website. Attached hereto and marked at page 2 of (**DHW-6**) is a true copy of an example notice that was issued to Growers by SPL. It is my understanding that this process is being managed by the voluntary administrators of SPL, who have been subsequently appointed across the entire group, as I describe below.
22. On 2 April 2024, following the occurrence of an event of default under the indentures governing the Quintis Group's secured first and second lien notes, and on the instructions of the requisite majority of holders of those notes (**Noteholder Group**), the Collateral Trustee enforced the security held by the holders of those notes by appointing the Receivers.

Appointment as Receivers

23. On 2 April 2024 (the **Appointment Date**), we, the Receivers were appointed to the entire assets and undertakings (subject to some exceptions) of the Quintis Group per an appointment deed pursuant to a fixed and floating charge dated 21 June 2011 as amended from time to time. Attached hereto and marked (**DHW-7**) is a true copy of the Deed of Appointment dated 2 April 2024 between the Receivers and the Collateral Trustee.
24. On 3 April 2024, we, the Receivers were also appointed over the various real property interests owned by the Quintis Group under various mortgages, pursuant to three supplemental appointment deeds. Attached hereto and marked (**DHW-8**) are true copies of the supplemental appointment deeds.
25. On 3 April 2024, the remainder of the companies in the Quintis Group (together with two additional subsidiary companies that do not form part of the Noteholder Group's security package) appointed Scott Kershaw and Richard



Tucker of KordaMentha as voluntary administrators by resolution of the directors pursuant to section 436A of the Corporations Act. Attached hereto and marked (DHW-9) is a true copy of the notice of appointment of administration.

Steps taken following Appointment

26. Since our appointment as Receivers over the Quintis Group we, or our staff at FTI, have undertaken the following:
- (a) Attended offices (including head office), facilities and plantation sites in Perth, Albany, Kununurra, Darwin, regional Northern Territory and regional Western Australia to meet with the senior leadership and key management. During these meetings initial site reviews were conducted to begin an ongoing assessment of the status of operations and plant and equipment assets located on the premises.
 - (b) Implemented operational changes to increase short term operational savings.
 - (c) Met with employees to both confirm the appointment and advise on the impact this appointment will have on their employment and the business.
 - (d) Ensured weekly and fortnightly payroll for QFPL and fortnightly payroll for QSPL is processed in the normal course and implemented controls over cash, purchase orders and other ERP systems.
 - (e) Requested all Quintis Group banking institutions place a withdrawal freeze on all company accounts (save for those in respect of SPL where funds are held in escrow for Managed Investment Scheme growers or for the purposes of maintenance of SPL's AFSL licence).
 - (f) Advised the Australian Taxation Office of the appointment and established new accounts in order to meet statutory reporting obligations.



- (g) Contacted secured creditors via contact details registered on the Personal Property and Securities Register ("PPSR") to request further information in relation to their security interests, which may extend to security interests over plant, equipment, leased assets, or inventory. I have caused members of the FTI team to undertake searches of the PPSR and we have determined there are 215 registrations against the Quintis Group companies.
- (h) Contacted suppliers and service providers to advise of the appointment.
- (i) Engaged valuation experts to conduct third party valuations of the plant and equipment and requested submissions from land and plantation valuers which are due on 18 April 2024.
- (j) Engaged an insurance broker to review the existing insurance policies to ascertain if they are sufficient or whether additional coverage may be required.
- (k) Engaged occupational, health and safety and environmental assessment auditors to assess the companies' facilities.
- (l) Approved purchase orders to preserve and maintain the plantations for
 - (i) weed control (a key activity to prepare for fire season),
 - (ii) preparing for upcoming irrigation season and
 - (iii) ad hoc pest control activities.
- (m) Communicated with media outlets following increased public interest in the Quintis Group's future.
- (n) Taken steps to identify all the real property leases to which the Quintis Group entities are a party and that are in the scope of our appointment, which I discuss in further detail below.
- (o) Begun collating financial and organisation information including but not limited to:
 - (i) historical financial information;
 - (ii) fixed asset registers;



- (iii) legal matters which may currently be on foot; and
- (iv) other employment related matters;

to inform our cash flow forecasting, reporting obligations, valuations, and to prepare for populating a virtual data room in a sales process if required.

- (p) Begun identifying interested parties for the potential sales process, that I describe further below, by commencing an expression of interest campaign on 5 April 2024 to drive interest in a potential sales or recapitalisation process. This campaign has included:
 - (i) publishing advertisements in the Australian Financial Review and The Australian newspapers. Attached hereto and marked (DHW-11 and DHW-12) are true copies of those advertisements; and
 - (ii) issuing a media statement. Attached hereto and marked (DHW-13) is a true copy of the media statement.
- (q) Engaged with the Quintis Group's continuing investors, including its institutional investors and high net worth investors.

27. I am directly involved in a number of the tasks described above, many of which are ongoing. To the extent I am not directly involved, I understand from my fellow Receivers and members of my FTI team that a number of the tasks remain ongoing.

Lease Agreements

- 28. In the short amount of time available between the Appointment Date and filing the Application, the Receivers have not had the opportunity to (i) identify all the relevant leases to which Quintis Group entities are parties (ii) undertake a detailed analysis of the known leases or (iii) consider the extent to which those leases are required and in respect of which the leased property should continue to be used or occupied for the purposes of the Quintis Group's operations (whether on a "business as usual" or restructured basis).
- 29. Attached hereto and marked (DHW-10) is a list of the 19 Quintis Group leases within the scope of our appointment, that the Receivers have been able to be identify to date.



30. Attached hereto and marked (DHW-14) – (DHW-20) are examples of the types of leases to which Quintis Group entities are party. These leases are categorised as:
- (a) Plantation leases for former Managed Investment Scheme plantations;
 - (b) Plantation leases for plantations directly owned by the Quintis Group;
 - (c) Infrastructure leases (which are comprised of shed, office and production facilities); and
 - (d) Employee housing leases.

Timing of Application

31. I am aware that under section 419A(2) of the Corporations Act, we, the Receivers are liable for rent payable under third party property leases for the period that commences 7 days after the control day (i.e., the Appointment Date). Accordingly, the 7 day grace period expired on 9 April 2024 and from 10 April 2024 we started incurring liability for the rent and other amounts payable by the relevant Quintis Group entity under the leases.
32. In the short amount of time available between the Appointment Date and the grace period expiring, and the combination of the efforts described in paragraph 26 above, it has not been possible to identify all of the relevant leases of the Quintis Group, nor has it been possible to conduct the relevant investigations of the 19 leases identified to date to determine which leases are required and those in respect of which the leased property should no longer be used or occupied by the Quintis Group.
33. The fact that the whole Group has now been placed into receivership as referred to in paragraph 23 (as opposed to a single entity, namely QLPL which was previously in administration before entering into liquidation), together with the complexity of the intergroup arrangements referred to in paragraph 15 means that there is a high level of complexity and a very large volume of work that is required to obtain and understand the assets and liabilities of each entity




within the Group, the interaction between those entities and the manner in which the Group's operations may ultimately be restructured and/or sold.

34. As a result of the extensive and complex intercompany relationships (as described in paragraph 15) and review of the intercompany accounts payable and receivable balances, my preliminary view is that some of those relationships are undocumented or may otherwise be structured in a way which may not tally precisely with the underlying documents.
35. Certain companies have also entered into a deed of cross-guarantee, which means that the obligations and liabilities of those companies to creditors are effectively cross-guaranteed in a liquidation scenario.
36. The Receivers need further time to review and analyse these relationships and intercompany obligations further in order to determine the manner in which the Group may be restructured and / or its assets sold, which has resulted in the Application being submitted 4 business days after the grace period expiring.

Explanation as to need for time sought

37. Given the complexity of the Quintis Group as described above, whilst investigations are progressing as quickly as possible and certain leases have been identified, there is ongoing uncertainty as to the:
 - (a) precise nature of the property that is the subject of the leases;
 - (b) precise nature of the obligations associated with the leases;
 - (c) use and value of the land and other property the subject of the leases of the Quintis Group; and
 - (d) relative importance of the leased property to the Quintis Group, including in respect of the shape and scope of the Quintis Group after any restructure or sale.
38. In my experience, interested parties involved in the sale process may require at least 2 months to complete due diligence, obtain finance (if required), submit final proposals and establish a funding arrangement to reduce financial

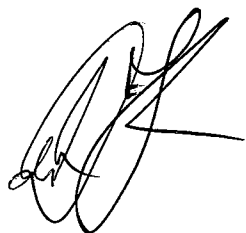


exposure to the Receivers and Administrators during a sale completion process. Without allowing sufficient time for interested parties to undertake adequate due diligence, the Receivers will have difficulty delivering an outcome from the sale process.

39. The combination of the complexity, uncertainty and steps taken since the Appointment Date has meant that identifying which leases are relevant for the business has been and continues to be a significant task for the Receivers such that more time is required. In the circumstances, I expect that the Receivers will require a period of at least 2 months to progress these investigations, and the potential sale process in parallel, to form an informed view as to whether or not to continue to use, occupy or possess the properties the subject of the leases.

Notification to Lessors

40. If the orders sought by the plaintiffs in the application are made, then the Receivers propose to take reasonable steps to notify each known owner, lessor or sub-lessee of property affected by paragraph 1 of the orders (collectively "**Affected Persons**") within 3 business days of the orders being made by taking the following steps:
- (a) notifying each Affected Person via email of the making of the orders and providing an attached true copy of the orders, using the email address of each Affected Person at such email address as is recorded in the books and records of the second to tenth Plaintiffs; and
 - (b) where an email address is not recorded in the books and records of the second to tenth plaintiffs but a postal address is recorded, notifying each such Affected Person in writing of the making of the orders and enclosing a true copy of the orders, using the postal address of each Affected Person recorded in the books and records of the second to tenth plaintiffs.

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(c) placing a true copy of the sealed orders on the website maintained by the first plaintiff at: <https://www.fticonsulting.com/creditors/quintis-australia-pty-limited>.

41. The Receivers also propose, to whatever extent an Affected Party may wish to address the orders sought, that a lessor or other sufficiently interested party may apply within 21 days of the order being made, to seek leave to vary or modify the orders on 2 business days notice being given to the plaintiffs and the court.

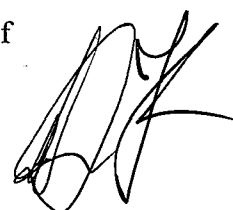
No Prejudice to Lessors

42. If an extension of time is granted under section 419A(7) of the Corporations Act, this will allow the Receivers further time to, as identified above, explore alternative options to ensure continuity of the lease agreements which the Receivers believe to be in the lessors' interests.

43. Further, I believe the risk of prejudice to lessors would be limited if these orders were granted.

44. If the Application is not granted, I believe that there is a likelihood that the Receivers will have to cause the relevant Quintis Group entities to cease the use, occupation or possession of the leased properties under section 419A(2)(b) of the Corporations Act, to ensure that we no longer incur personal liability in respect of rent or other amounts payable in respect of those properties. If we are given an extension of time in which to conduct our necessary investigations into the viability of the Quintis Group continuing to use, occupy or possess the properties the subject of the leases, then there is a prospect that we may form the view that, moving forward, some of the properties will need to be utilised.

45. I understand that the leased properties identified to date are of a unique nature, in that they are either established sandalwood plantations or are facilities which rely on the harvesting of these plantations to operate. Because of the specialised nature of the leased property, I do not currently foresee any prejudice to the lessors in the orders being granted. This is because, in view of



the nature of the majority of the properties and the nature of the use of the properties (i.e. growing trees or processing and storing wood), the lessors would be limited in the alternative uses for the leased properties over the next two months, in any event.

46. If we do not have the benefit of further time to conduct our investigations and we cause the relevant Quintis entities to cease using, occupying and or possessing the properties, then the practical outcome of adopting that course of action is that save for the brief period between 7 days after the control day i.e., 10 April 2024 and the date the leases are effectively repudiated, there will be no ability for the owners of the properties the subject of the leases to derive rental income from those properties, given that (with the exception of QLPL) the companies are also under administration, and therefore subject to the moratorium under section 440B of the Corporations Act.
47. Further, I understand that there is a likelihood of the convening period of the voluntary administration being extended (which is often the case in complex administrations). In the absence of obtaining the consent of the voluntary administrators or obtaining the leave of the court, the owners of each property will be unable to re-take possession of their property for the duration of the administration of the company the subject of the pre-appointment lease.

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Affirmed by **Daniel Hillston**)
Woodhouse at Perth, Western)
Australia, on)
15 April 2024)



Before me:



Jakub Korneluk

An Australian legal practitioner who has held a practising certificate for at least 2 years and who holds a current practising certificate

SCHEDULE

IN THE SUPREME COURT OF WESTERN AUSTRALIA COR_____ of 2024

IN THE MATTER OF QUINTIS (AUSTRALIA) PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 626 970 821

EX PARTE

DANIEL WOODHOUSE, HAYDEN WHITE and JOHN PARK in their capacity as joint and several receivers and managers of Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 626 970 821

First Plaintiff

QUINTIS (AUSTRALIA) PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 626 970 821

Second Plaintiff

SANDALWOOD PROPERTIES LTD (FORMERLY KNOWN AS T.F.S. PROPERTIES LTD) (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 093 330 977

Third Plaintiff

QUINTIS FORESTRY PTY LTD (FORMERLY KNOWN AS TROPICAL FORESTRY SERVICES LTD) (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 080 139 966

Fourth Plaintiff

ARWON FINANCE PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 072 486 643

Fifth Plaintiff

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QUINTIS LEASING PTY LTD (IN LIQUIDATION) (FORMERLY KNOWN AS T.F.S. LEASING PTY LTD) (RECEIVERS AND MANAGERS APPOINTED) (IN LIQUIDATION) ACN 080 978 721

Sixth Plaintiff

FIELDPARK PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 113 440 841

Seventh Plaintiff

MT ROMANCE HOLDINGS PTY LTD (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 115 659 606

Eighth Plaintiff

QUINTIS SANDALWOOD PTY LTD (FORMERLY KNOWN AS MT ROMANCE AUSTRALIA PTY LTD) (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 060 122 698

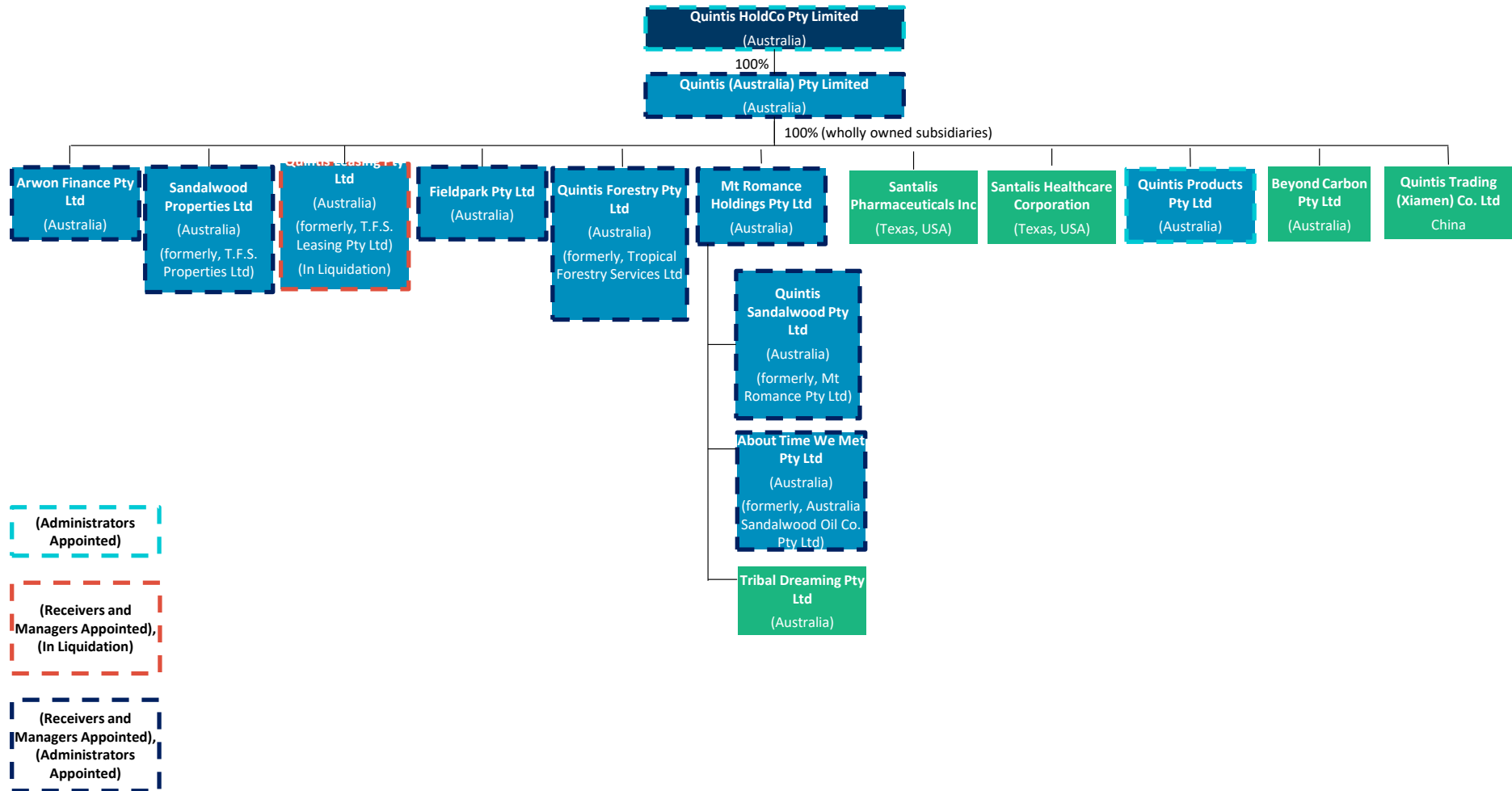
Ninth Plaintiff

ABOUT TIME WE MET PTY LTD (FORMERLY KNOWN AS AUSTRALIA SANDALWOOD OIL CO. PTY LTD) (RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED) ACN 088 257 498

Tenth Plaintiff

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Quintis Group Structure



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/04/2024
 ACN 626 970 821
 ABN 54 626 970 821
 Current Name QUINTIS (AUSTRALIA) PTY LIMITED
 Registered In Western Australia
 Registration Date 21/06/2018
 Review Date 21/06/2024
 Company Type ACN (Australian Company Number)
 Current Directors 4
 Current Secretaries 1

Start Date 02/04/2024
 Name QUINTIS (AUSTRALIA) PTY LIMITED
 Name Start Date 21/06/2018
 Status **** Under External Administration And/Or Controller Appointed ****
 Type Australian Proprietary Company
 Class Limited By Shares
 Sub Class Proprietary Company
 Disclosing Entity No

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY	1	\$1.00

(creditor)watch - Credit Score (0)

Go to Full Credit Report

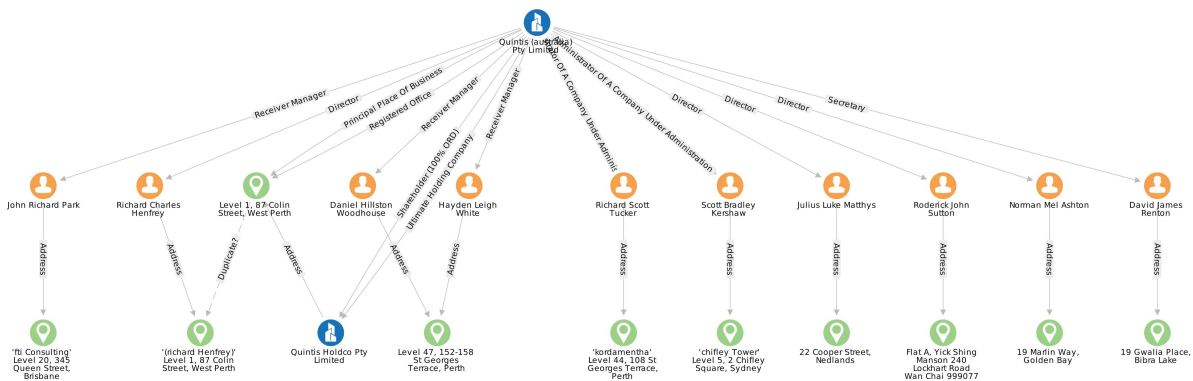


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 1 Mercantile Enquiries 0 Credit Enquiries 64

REVEAL - Company Visualisation

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ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 626 970 821 QUINTIS (AUSTRALIA) PTY LIMITED -

ACN (Australian Company Number):	626 970 821	Document No.
ABN:	54 626 970 821	
Current Name:	QUINTIS (AUSTRALIA) PTY LIMITED	
Registered in:	Western Australia	
Registration Date:	21/06/2018	
Review Date:	21/06/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	QUINTIS (AUSTRALIA) PTY LIMITED
Name Start Date:	21/06/2018
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP53981
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	

<u>Principal Place of Business</u>		7EAP53981
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	16/09/2019	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: JULIUS LUKE MATTHYS 7EAG29412
Address: 22 COOPER STREET NEDLANDS WA 6009
Birth Details: 25/10/1960 BOKSBURG SOUTH AFRICA
Appointment Date: 19/10/2018
Cease Date: //

Name: RODERICK JOHN SUTTON 7EAG95692
Address: FLAT A, YICK SHING MANSON 240 LOCKHART ROAD WAN CHAI 999077 HONG KONG
Birth Details: 18/09/1965 BEAUFORT VIC
Appointment Date: 07/12/2018
Cease Date: //

Name: RICHARD CHARLES HENFREY 031055595
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 02/04/2020
Cease Date: //

Name: NORMAN MEL ASHTON 7ECI91755
Address: 19 MARLIN WAY GOLDEN BAY WA 6174
Birth Details: 10/05/1958 SUBIACO WA
Appointment Date: 07/12/2018
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68421
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 0EAX95509
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58951
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE
 PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58951
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST
 GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58951
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
 4000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ67441
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ67441
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY 0EAX95509
Number of Shares Issued: 1
Total Amount Paid / Taken to be Paid: \$1.00

Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -**Current****- Holding -**

Class:	ORD	Number Held:	1	7EAP62817
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	QUINTIS HOLDCO PTY LIMITED
ACN:	626 968 858
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding:	No
Abn:	44 626 968 858

- External Administration Documents -**Note:**

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93250
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	09/04/2024	5	032017906
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ67441
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58951
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -**Notes:**

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	25/03/2024	25/03/2024	2	25/03/2024	7ECQ31566
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A1	20/09/2023	20/09/2023	2	20/09/2023	7ECI91755
	Change to Company Details Change Officeholder Name Or Address				
484 484E	28/06/2022	28/06/2022	2	28/06/2022	7EBT82442
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	23/06/2022	23/06/2022	2	23/06/2022	7EBT68421
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A1	05/11/2020	07/11/2020	11	07/11/2020	031055595
	Change to Company Details Change Officeholder Name Or Address				
484 484A1	16/04/2020	16/04/2020	2	16/04/2020	7EAV66803
	Change to Company Details Change Officeholder Name Or Address				
484 484E	09/04/2020	09/04/2020	2	09/04/2020	7EAV53158
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	14/11/2019	14/11/2019	2	14/11/2019	7EAR31076

484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	23/09/2019	23/09/2019	2	23/09/2019	7EAP62817
484A2	Change to Company Details Change Member Name or Address				
484	19/09/2019	19/09/2019	2	19/09/2019	7EAP53981
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
389	07/06/2019	18/06/2019	2	07/06/2019	030611312
389B	Annual Notice By Wholly-Owned Entity Annual Notice By Wholly-Owned Entity - Companies				
351	07/06/2019	18/06/2019	20	07/06/2019	030611308
351	Deed Relating to Class Order				
484	25/03/2019	25/03/2019	2	25/03/2019	7EAJ75030
484A1	Change to Company Details Change Officeholder Name Or Address				
484	08/03/2019	08/03/2019	2	08/03/2019	7EAJ27844
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	10/12/2018	10/12/2018	3	10/12/2018	7EAG95692
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	21/11/2018	21/11/2018	2	21/11/2018	7EAG34211
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
484	20/11/2018	20/11/2018	2	20/11/2018	7EAG29412
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
201	21/06/2018	21/06/2018	3	21/06/2018	0EAX95509
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	QUINTIS (AUSTRALIA) PTY LIMITED
ABN	54626970821
ACN	626970821
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	64 Credit Enquiries	 External Administration
 No Registered Defaults	 No Court Actions	 No Mercantile Enquiries
1 ASIC Published Notices	3 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

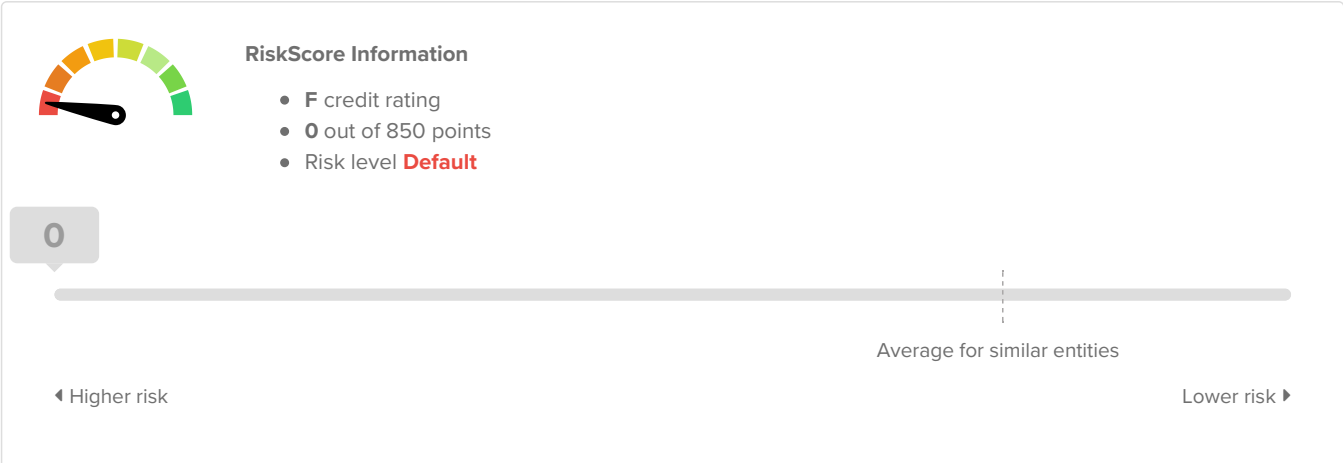
ABR Data

Main Name	QUINTIS (AUSTRALIA) PTY LIMITED
ABN	54 626 970 821
Registered Date	31-10-2018
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Registered for GST (from 31-10-2018)
Main Physical Address	WA 6005 (from 15-10-2021)
ABN Last Updated	15-10-2021

ASIC Data

Name	QUINTIS (AUSTRALIA) PTY LIMITED
Registered Office Address	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
ACN	626 970 821
Registered Date	21-06-2018
Next Review Date	21-06-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

RiskScore

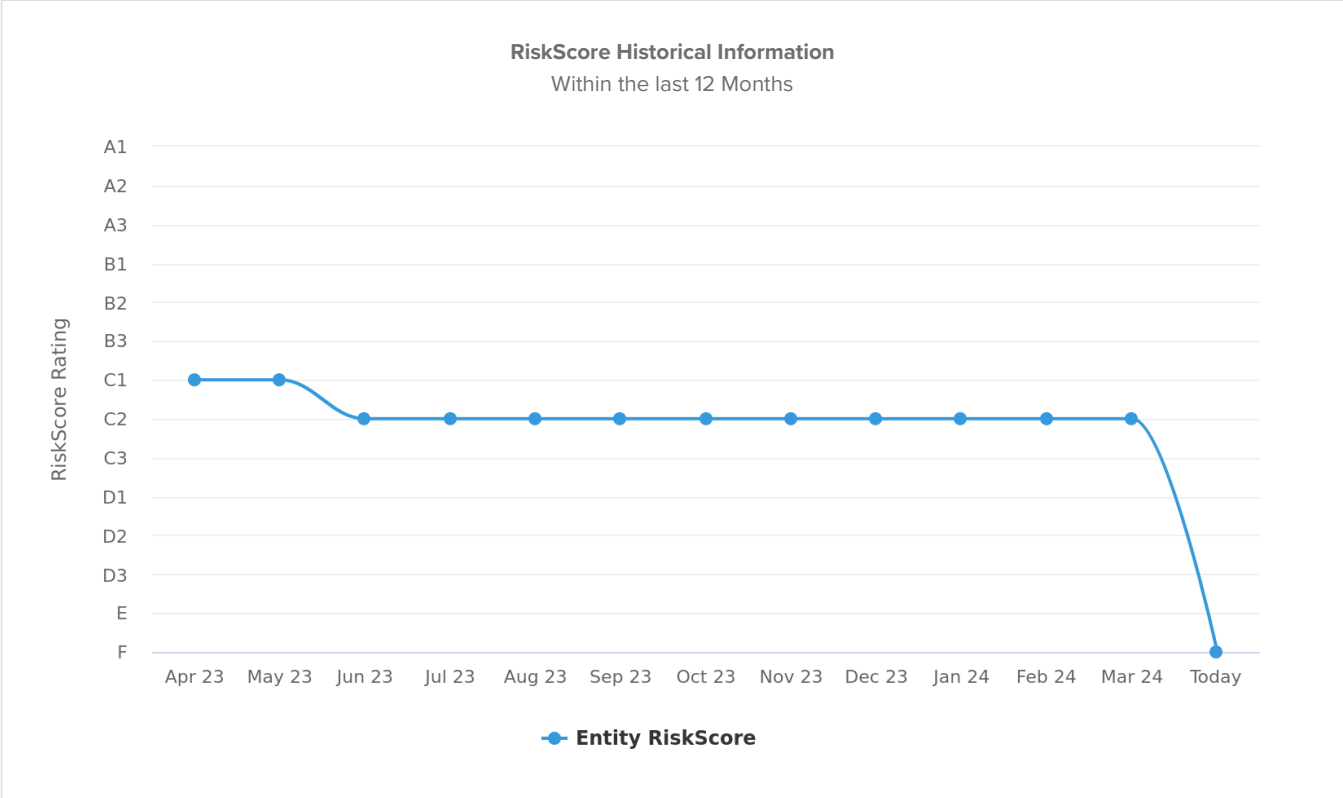


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch's extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is "probability of default"?

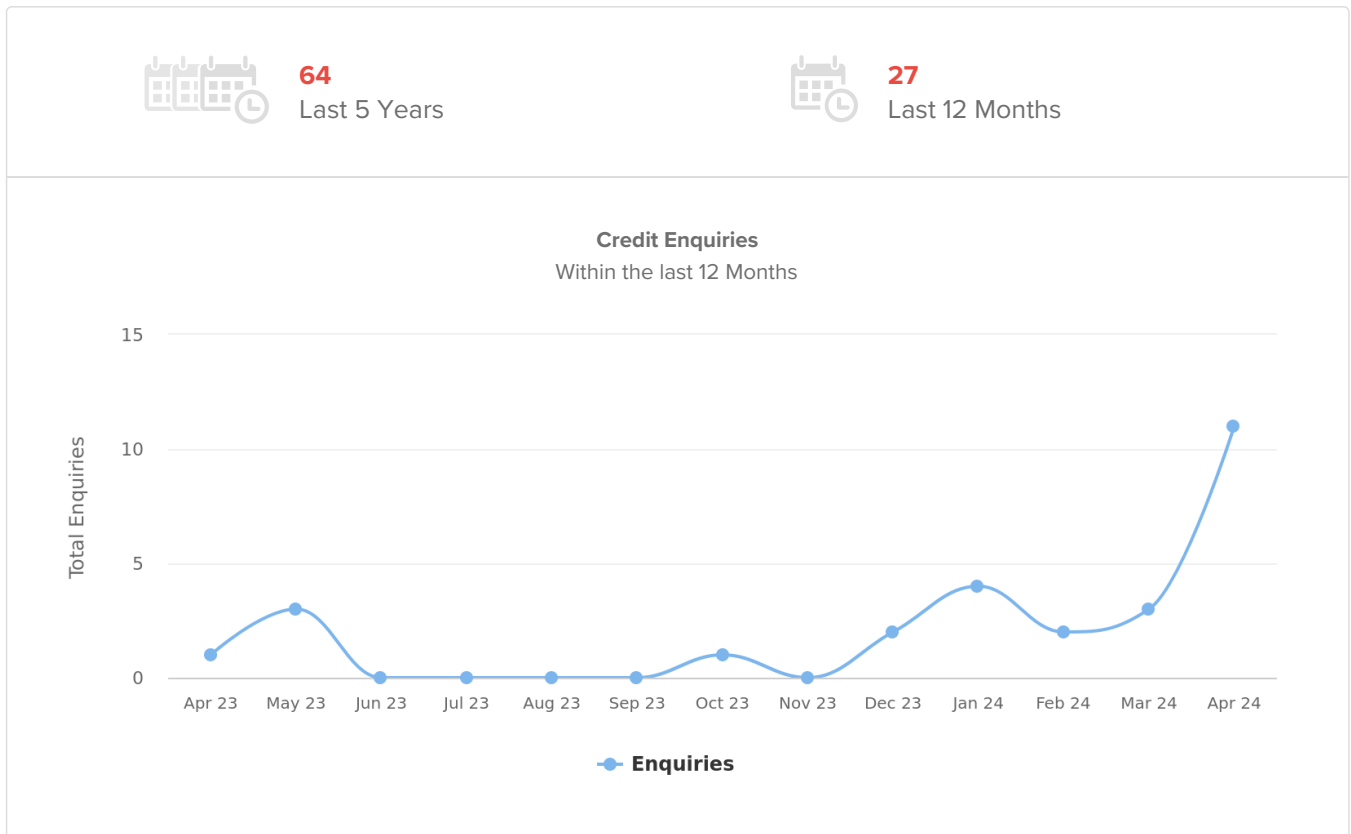
This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	15
Education and Training (P)	4
Professional, Scientific and Technical Services (M)	3
Financial and Insurance Services (K)	2
Agriculture, Forestry and Fishing (A)	1
Manufacturing (C)	1
Retail Trade (G)	1
Total Enquiries (within the last 12 months)	27


Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Professional, Scientific and Technical Services (M)	11-04-2024
Manufacturing (C)	09-04-2024
Professional, Scientific and Technical Services (M)	05-04-2024
Financial and Insurance Services (K)	04-04-2024
Information Media and Telecommunications (J)	04-04-2024
Information Media and Telecommunications (J)	03-04-2024
Financial and Insurance Services (K)	03-04-2024
Retail Trade (G)	03-04-2024
Agriculture, Forestry and Fishing (A)	03-04-2024
Information Media and Telecommunications (J)	02-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024
Information Media and Telecommunications (J)	08-03-2024
Information Media and Telecommunications (J)	20-02-2024
Information Media and Telecommunications (J)	10-02-2024
Information Media and Telecommunications (J)	29-01-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Education and Training (P)	17-01-2024
Information Media and Telecommunications (J)	08-01-2024
Education and Training (P)	22-12-2023
Information Media and Telecommunications (J)	13-12-2023
Information Media and Telecommunications (J)	24-10-2023
Education and Training (P)	28-05-2023
Education and Training (P)	26-05-2023
Information Media and Telecommunications (J)	24-05-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
21-06-2018	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
QUINTIS (AUSTRALIA) PTY LIMITED	Main Name	ABR

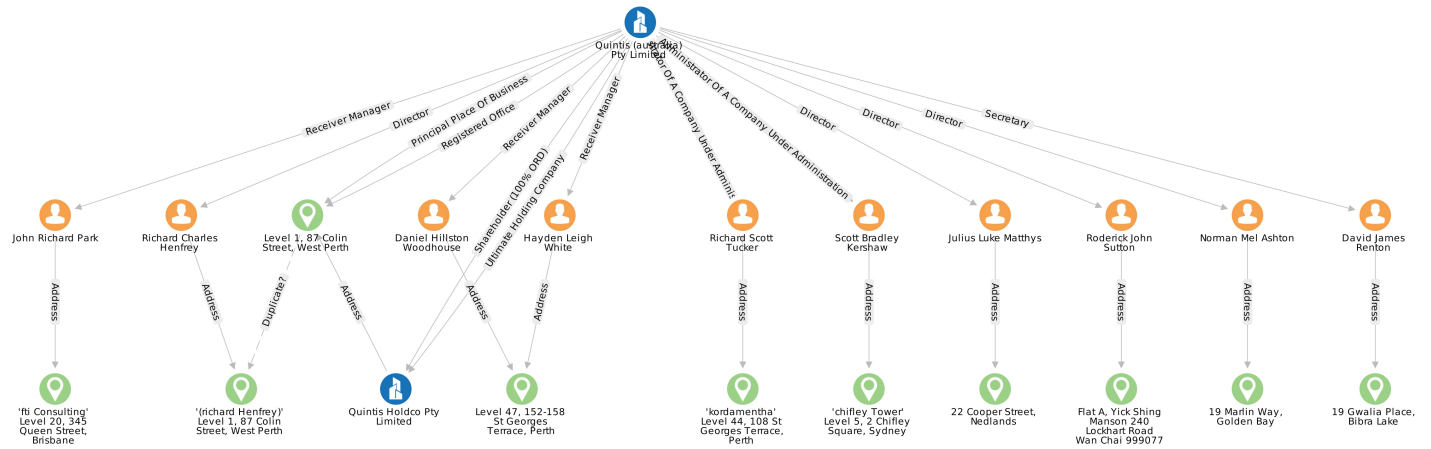
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: QUINTIS (AUSTRALIA) PTY LIMITED ACN 626 970 821
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



InfoTrack shall not be liable to the User in negligence or otherwise in respect of anything done, omitted, modified or done by the User in reliance in whole or in part on the Service including any assistance or demonstration provided to the User by InfoTrack and InfoTrack's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/04/2024
 ACN 093 330 977
 ABN 31 093 330 977
 Current Name SANDALWOOD PROPERTIES LTD
 Registered In Western Australia
 Registration Date 15/06/2000
 Review Date 15/06/2024
 Company Type ACN (Australian Company Number)
 Current Directors 2
 Current Secretaries 1

Start Date 02/04/2024
 Name SANDALWOOD PROPERTIES LTD
 Name Start Date 17/03/2017
 Status **** Under External Administration And/Or Controller Appointed ****
 Type Australian Public Company
 Class Limited By Shares
 Sub Class Unlisted Public Company
 Disclosing Entity Yes

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
ORD1	ORDINARY SHARES	4672444	\$115,699,497.97

(creditor)watch - Credit Score (0)

Go to Full Credit Report

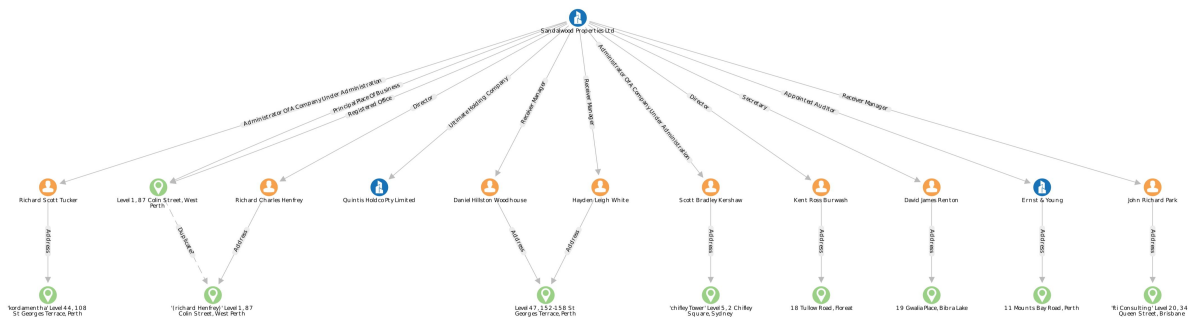


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 10 Mercantile Enquiries 0 Credit Enquiries 89

REVEAL - Company Visualisation

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ASIC

Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 093 330 977 SANDALWOOD PROPERTIES LTD -

ACN (Australian Company Number):	093 330 977	Document No.
ABN:	31 093 330 977	
Current Name:	SANDALWOOD PROPERTIES LTD	
Registered in:	Western Australia	
Registration Date:	15/06/2000	
Review Date:	15/06/2024	
Company Bounded By:	Constitution	

- Current Organisation Details -

Name: SANDALWOOD PROPERTIES LTD
Name Start Date: 17/03/2017
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Public Company
Class: Limited By Shares
Sub Class: Unlisted Public Company
Disclosing Entity: YES

- Company Addresses -

- Registered Office 7EAP54024
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Start Date: 26/09/2019

- Principal Place of Business 7EAP54024
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Start Date: 16/09/2019

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: KENT ROSS BURWASH 030219370
Address: 18 TULLOW ROAD FLOREAT WA 6014
Birth Details: 10/04/1955 PERTH WA
Appointment Date: 01/11/2018
Cease Date: //

Name: RICHARD CHARLES HENFREY 031055601
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68612
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Appointed Auditor

Name: 029 859 747 ERNST & YOUNG 029415620
Address: 11 MOUNTS BAY ROAD PERTH WA 6000 (FR 2015)
Appointment Date: 01/07/2014
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 030219370
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58897
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000

Birth Details:**Appointment Date:** 02/04/2024**Cease Date:** //**Name:** HAYDEN LEIGH WHITE 7ECQ58897**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST
GEORGES TERRACE PERTH WA 6000**Birth Details:****Appointment Date:** 02/04/2024**Cease Date:** //**Name:** JOHN RICHARD PARK 7ECQ58897**Address:** FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
4000**Birth Details:****Appointment Date:** 02/04/2024**Cease Date:** //**Name:** DANIEL HILLSTON WOODHOUSE 7ECQ69995**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE
PERTH WA 6000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** HAYDEN LEIGH WHITE 7ECQ69995**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST
GEORGES TERRACE PERTH WA 6000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** JOHN RICHARD PARK 7ECQ69995**Address:** FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
4000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** DANIEL HILLSTON WOODHOUSE 7ECQ83349**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE
PERTH WA 6000**Birth Details:****Appointment Date:** 04/04/2024**Cease Date:** //**Name:** HAYDEN LEIGH WHITE 7ECQ83349

Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000

Birth Details:

Appointment Date: 04/04/2024

Cease Date: //

Name: JOHN RICHARD PARK 7ECQ83349

Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000

Birth Details:

Appointment Date: 04/04/2024

Cease Date: //

Name: DANIEL HILLSTON WOODHOUSE 7ECQ83351

Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000

Birth Details:

Appointment Date: 04/04/2024

Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ83351

Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000

Birth Details:

Appointment Date: 04/04/2024

Cease Date: //

Name: JOHN RICHARD PARK 7ECQ83351

Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000

Birth Details:

Appointment Date: 04/04/2024

Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ67958

Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH WA 6000

Birth Details:

Appointment Date: 03/04/2024

Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ67958

Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000

Birth Details:

Appointment Date: 03/04/2024

Cease Date: //

- Share Structure -**Current**

Class:	ORDINARY SHARES	031946988
Number of Shares Issued:	4672444	
Total Amount Paid / Taken to be Paid:	\$115,699,497.97	
Total Amount Due and Payable:	\$0.00	

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -**- External Administration Documents -****Note:**

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93399
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505		08/04/2024	08/04/2024	5	7ECQ83351
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
505		08/04/2024	08/04/2024	6	7ECQ83349
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
504		05/04/2024	10/04/2024	0	032017907
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	28	7ECQ69995
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ67958

505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58897
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
5603		17/12/2018	20/12/2018	46	030486008
5603F	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER				
5603		15/11/2018	15/11/2018	6	7EAG11976
5603J	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT				
5056		12/11/2018	16/11/2018	2	030327433
5056	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE				
505		02/11/2018	02/11/2018	2	7EAF70558
505L	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT				
5603		01/11/2018	01/11/2018	4	7EAF67468
5603L	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT				
505		30/10/2018	30/10/2018	2	7EAF56267
505M	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT				
505		22/10/2018	22/10/2018	2	7EAF27761
505Z	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)				
505		08/10/2018	08/10/2018	2	7EAE83400
505C	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR				
C204		10/09/2018	13/09/2018	8	501524605
C204C	COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT				
5603		27/07/2018	27/07/2018	4	7EAC59909
5603K	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR				
5011		16/07/2018	16/07/2018	7	7EAC18470
5011A	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				

5047 5047A	04/07/2018	04/07/2018	123	7EAB82115
	DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT			
505 505V	02/07/2018	02/07/2018	2	7EAB70165
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)			
5011 5011B	22/06/2018	22/06/2018	55	7EAB34882
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
5011 5011A	11/06/2018	11/06/2018	10	7EAA92558
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A			
530 530A	05/06/2018	05/06/2018	223	7EAA76494
	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT			
507 507F	28/03/2018	28/03/2018	22	8E0038022
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	27/03/2018	27/03/2018	22	8E0037051
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	27/03/2018	27/03/2018	22	8E0036959
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507K	06/03/2018	06/03/2018	19	7E9968331
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	02/03/2018	02/03/2018	5	7E9959013
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	02/03/2018	02/03/2018	19	7E9958988
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507G	23/02/2018	23/02/2018	18	7E9934977
	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011 5011B	14/02/2018	14/02/2018	43	7E9905096
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555	12/02/2018	12/02/2018	3	7E9894010

555	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT				
504		06/02/2018	06/02/2018	10	030225558
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
531		05/02/2018	05/02/2018	8	7E9873397
531B	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI				
531		24/01/2018	24/01/2018	8	7E9843361
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505		23/01/2018	23/01/2018	3	7E9835546
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
505		22/01/2018	22/01/2018	2	7E9830969
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	04/04/2024	04/04/2024	2	04/04/2024	7ECQ66875
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	25/09/2023	27/09/2023	0	27/09/2023	031946988

484O	Change to Company Details Changes to Share Structure				
484	12/07/2023	17/07/2023	0	17/07/2023	031765942
484O	Change to Company Details Changes to Share Structure				
484	03/01/2023	05/01/2023	2	05/01/2023	031739437
484O	Change to Company Details Changes to Share Structure				
388	01/12/2022	01/12/2022	44	30/06/2022	7EBZ06740
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
218	08/09/2022	09/09/2022	45	08/09/2022	031676224
218	Constitution of Company				
205	08/09/2022	09/09/2022	5	26/08/2022	031676223
205J	Notification of Resolution Altering The Constitution				
484	06/09/2022	06/09/2022	2	06/09/2022	7EBW12569
484A1	Change to Company Details Change Officeholder Name Or Address				
484	05/07/2022	05/07/2022	2	05/07/2022	7EBU10952
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	23/06/2022	23/06/2022	2	23/06/2022	7EBT68612
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	04/11/2021	04/11/2021	61	30/06/2021	7EBM94861
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	05/11/2020	07/11/2020	11	07/11/2020	031055601
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
388	30/10/2020	30/10/2020	63	30/06/2020	7EBB84701
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	17/04/2020	17/04/2020	2	17/04/2020	7EAV68709
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	09/03/2020	09/03/2020	2	09/03/2020	7EAU56797
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388	06/03/2020	06/03/2020	62	30/06/2018	7EAU55233
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR				

DISCLOSING ENTITY

388	06/03/2020	06/03/2020	64	30/06/2017	7EAU55138
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
388	25/02/2020	25/02/2020	63	30/06/2019	7EAU17510
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	19/09/2019	19/09/2019	2	19/09/2019	7EAP54024
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484	04/04/2019	04/04/2019	2	04/04/2019	7EAK17688
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	12/11/2018	15/11/2018	7	15/11/2018	030219370
484	CHANGE TO COMPANY DETAILS				
484D	CHANGE TO ULTIMATE HOLDING COMPANY				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/06/2018	20/06/2018	2	20/06/2018	7EAB26471
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	28/02/2018	28/02/2018	2	28/02/2018	7E9950355
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	25/08/2017	25/08/2017	2	25/08/2017	7E9387103
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	31/07/2017	31/07/2017	2	31/07/2017	7E9304881
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	12/07/2017	12/07/2017	2	12/07/2017	7E9249215
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	06/07/2017	06/07/2017	2	06/07/2017	7E9232560
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
FS90	23/05/2017	23/05/2017	1	19/05/2017	7E9078693
FS90B	NOTICE THAT A PRODUCT IN A PDS HAS CEASED TO BE AVAILABLE - BY BODY CORPORATE				

878	12/04/2017	12/04/2017	2	12/04/2017	7E8965386
878	NOTICE OF AUSTRALIAN OFFER UNDER FOREIGN RECOGNITION SCHEME				
FS88	12/04/2017	12/04/2017	3	10/04/2017	7E8965387
FS88B	PDS IN-USE NOTICE - BY BODY CORPORATE				
FS02	03/04/2017	03/04/2017	24	03/04/2017	0L0205148
FS02	COPY OF AFS LICENCE				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8898762
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8898661
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
205	13/03/2017	17/03/2017	3	08/03/2017	029332663
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
410	06/02/2017	06/02/2017	2	06/02/2017	7E8741941
410F	APPLICATION FOR EXTENSION OF A NAME RESERVATION Alters 7E8 601 868				
410	08/12/2016	08/12/2016	1	08/12/2016	7E8601868
410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF				
410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME Altered by 7E8 741 941				
388	30/09/2016	13/10/2016	58	30/06/2016	029771014
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
FS88	11/02/2016	11/02/2016	3	11/02/2016	7E7692412
FS88B	PDS IN-USE NOTICE - BY BODY CORPORATE				
484	06/01/2016	06/01/2016	2	06/01/2016	7E7598436
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	05/01/2016	05/01/2016	2	05/01/2016	7E7596665
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484	05/01/2016	05/01/2016	4	05/01/2016	7E7596470
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

388	30/10/2015	20/11/2015	56	30/06/2015	029415620
388	FINANCIAL REPORT				
388E	COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR				
388A	FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
FS88	29/04/2015	29/04/2015	3	29/04/2015	7E6914837
FS88B	PDS IN-USE NOTICE - BY BODY CORPORATE				
315	29/04/2015	11/05/2015	1	23/04/2015	029263336
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				
484	25/02/2015	25/02/2015	2	25/02/2015	7E6753361
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/02/2015	03/02/2015	2	03/02/2015	7E6696664
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563017
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388	31/10/2014	31/10/2014	46	30/06/2014	7E6489406
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	27/10/2014	27/10/2014	2	27/10/2014	7E6474092
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	24/10/2014	24/10/2014	2	24/10/2014	7E6470264
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340670
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037524
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
FS88	26/02/2014	26/02/2014	3	26/02/2014	7E5867604
FS88B	PDS IN-USE NOTICE - BY BODY CORPORATE				
388	31/10/2013	31/10/2013	45	30/06/2013	7E5618357
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				

484 484E	01/10/2013	01/10/2013	2	01/10/2013	7E5549425
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	22/01/2013	23/01/2013	3	23/01/2013	1F0493740
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
FS88 FS88B	20/12/2012	20/12/2012	3	20/12/2012	7E4930437
	PDS IN-USE NOTICE - BY BODY CORPORATE				
388 388H	31/10/2012	29/11/2012	46	30/06/2012	026674832
	FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
484 484E	03/10/2012	03/10/2012	2	03/10/2012	7E4760088
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A1	27/07/2012	27/07/2012	2	27/07/2012	7E4619306
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
106 106	23/07/2012	13/08/2012	6	23/07/2012	028278179
	NOTICE OF CANCELLATION OR REVOCATION OF A LODGED DOCUMENT Cancels 1F0 409 871				
484 484E	13/07/2012	13/07/2012	2	13/07/2012	7E4589422
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	22/06/2012	22/06/2012	2	22/06/2012	7E4535537
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/06/2012	19/06/2012	0	18/06/2012	1F0409871
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Cancelled by 028 278 179				
FS88 FS88B	04/05/2012	04/05/2012	3	04/05/2012	7E4434572
	PDS IN-USE NOTICE - BY BODY CORPORATE				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222675
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222665
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192292

484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192228	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
388	03/11/2011	15/12/2011	46	30/06/2011	027905139	
388H						FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY
484	11/07/2011	11/07/2011	3	11/07/2011	7E3803242	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	22/06/2011	24/06/2011	94	21/06/2011	027650284	
309A						NOTIFICATION OF DETAILS OF A CHARGE
FS88	20/04/2011	20/04/2011	3	15/04/2011	7E3622427	
FS88B						PDS IN-USE NOTICE - BY BODY CORPORATE
484	12/04/2011	12/04/2011	2	12/04/2011	7E3602295	
484C						CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)
388	05/11/2010	05/01/2011	43	30/06/2010	027227830	
388						FINANCIAL REPORT
388E						COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR
388A						FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY
312	16/09/2010	16/09/2010	3	16/09/2010	025232196	
312C						NOTIFICATION OF RELEASE OF PROPERTY
312	16/09/2010	16/09/2010	3	16/09/2010	025232197	
312C						NOTIFICATION OF RELEASE OF PROPERTY
FS02	27/07/2010	27/07/2010	24	27/07/2010	0L0502339	
FS02						COPY OF AFS LICENCE
FS90	18/06/2010	18/06/2010	1	18/06/2010	7E2970071	
FS90B						NOTICE THAT A PRODUCT IN A PDS HAS CEASED TO BE AVAILABLE - BY BODY CORPORATE
FS88	02/06/2010	02/06/2010	3	02/06/2010	7E2934163	
FS88B						PDS IN-USE NOTICE - BY BODY CORPORATE
FS88	09/04/2010	09/04/2010	3	07/04/2010	7E2818951	
FS88B						PDS IN-USE NOTICE - BY BODY CORPORATE
315	11/11/2009	21/12/2009	1	12/01/2009	026196302	
315B						NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR

484 484B	26/10/2009	26/10/2009	3	26/10/2009	026056519
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
388 388A	22/10/2009	28/10/2009	41	30/06/2009	026058637
	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
FS88 FS88B	25/06/2009	25/06/2009	2	25/06/2009	7E2267726
	PDS IN-USE NOTICE - BY BODY CORPORATE				
FS88 FS88B	24/06/2009	24/06/2009	2	23/06/2009	7E2264138
	PDS IN-USE NOTICE - BY BODY CORPORATE				
FS88 FS88B	20/03/2009	20/03/2009	2	16/03/2009	7E2094992
	PDS IN-USE NOTICE - BY BODY CORPORATE				
7051 7051	13/03/2009	16/04/2009	15	31/12/2008	025532440
	HALF YEARLY REPORTS				
343 343	07/01/2009	11/02/2009	1	07/01/2009	025346488
	NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR				
388 388A	30/10/2008	12/12/2008	40	30/06/2008	025210418
	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
FS53 FS53A	23/06/2008	15/07/2008	6	23/06/2008	024738293
	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
FS53 FS53A	17/04/2008	05/05/2008	6	16/04/2008	024614354
	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
FS02 FS02	06/02/2008	06/02/2008	25	06/02/2008	0L0305311
	COPY OF AFS LICENCE				
FS53 FS53A	01/02/2008	20/02/2008	6	01/02/2008	024449832
	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
484 484E	12/11/2007	07/01/2008	2	12/11/2007	024304605
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388 388A	01/11/2007	12/11/2007	33	30/06/2007	023419761
	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
FS53 FS53A	28/06/2007	12/07/2007	6	27/06/2007	023858982
	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
309 309A	03/05/2007	03/05/2007	38	02/05/2007	023323106
	NOTIFICATION OF DETAILS OF A CHARGE				

FS02 FS02	01/05/2007 COPY OF AFS LICENCE	01/05/2007	23	01/05/2007	0L0304534
484 484E	27/04/2007 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	30/04/2007	4	30/04/2007	023789114
FS53 FS53A	08/03/2007 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	20/03/2007	6	07/03/2007	023637724
FS02 FS02	23/02/2007 COPY OF AFS LICENCE	23/02/2007	24	23/02/2007	0L0304332
FS02 FS02	05/02/2007 COPY OF AFS LICENCE	05/02/2007	24	05/02/2007	0L0304284
FS53 FS53A	27/11/2006 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	30/11/2006	6	22/11/2006	023456358
388 388A	22/11/2006 FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY	29/11/2006	37	30/06/2006	023235627
484 484E	21/11/2006 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	22/12/2006	4	21/11/2006	023270736
350 350	31/08/2006 CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 939 845	04/09/2006	1	31/08/2006	020173738
350 350	31/08/2006 CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 939 844	04/09/2006	1	31/08/2006	020173739
311 311A	31/08/2006 NOTIFICATION OF ASSIGNMENT OF CHARGE	04/09/2006	19	31/07/2006	020173735
309 309A	03/07/2006 NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 739	04/07/2006	35	22/05/2006	022939844
309 309A	03/07/2006 NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 738	04/07/2006	19	22/05/2006	022939845
484 484A1	31/05/2006 CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS	01/06/2006	3	01/06/2006	022861591

FS02 FS02	28/04/2006 COPY OF AFS LICENCE	28/04/2006	23	28/04/2006	0L0303580
484 484E	08/03/2006 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	04/04/2006	4	08/03/2006	022705201
484 484E	18/01/2006 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	20/01/2006	3	20/01/2006	022681604
FS53 FS53A	01/12/2005 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	09/12/2005	11	28/11/2005	022641064
FS02 FS02	28/11/2005 COPY OF AFS LICENCE	28/11/2005	23	28/11/2005	0L0501166
484 484E	14/11/2005 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER	16/11/2005	7	16/11/2005	022439210
FS53 FS53A	30/06/2005 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	11/07/2005	6	29/06/2005	021268251
FS53 FS53A	23/06/2005 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	11/07/2005	6	20/06/2005	021450518
484 484B	23/06/2005 CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS	23/06/2005	2	23/06/2005	7E0415919
FS53 FS53A	11/04/2005 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	13/05/2005	5	11/04/2005	021236359
FS02 FS02	30/03/2005 COPY OF AFS LICENCE	30/03/2005	23	30/03/2005	0L0302488
484 484C	09/02/2005 CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)	09/02/2005	2	09/02/2005	7E0318421
388 388A	01/10/2004 FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY	08/10/2004	25	30/06/2004	020708700
484 484A2	13/07/2004 CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS	13/07/2004	3	13/07/2004	020545052
FS53 FS53A	02/07/2004 NOTIFICATION OF USE OF PDS - BY AFS LICENSEE	02/07/2004	6	04/06/2004	019706326
FS53	02/07/2004	02/07/2004	6	19/06/2004	019706325

FS53A	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
FS53	12/05/2004	12/05/2004	6	06/05/2004	019706251
FS53A	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
FS02	28/04/2004	28/04/2004	22	28/04/2004	0L0301635
FS02	COPY OF AFS LICENCE				
FS53	23/04/2004	21/05/2004	6	13/04/2004	020290478
FS53A	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				
FS02	19/03/2004	19/03/2004	22	19/03/2004	0L0301533
FS02	COPY OF AFS LICENCE				
FS02	29/01/2004	29/01/2004	22	29/01/2004	0L0301056
FS02	COPY OF AFS LICENCE				
902	23/12/2003	24/12/2003	2	27/10/2003	019769807
902	SUPPLEMENTARY DOCUMENT Alters 0E9 291 802				
902	23/12/2003	24/12/2003	2	27/10/2003	019769813
902	SUPPLEMENTARY DOCUMENT Alters 019 701 402				
388	03/12/2003	18/12/2003	17	30/06/2003	019893490
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291802
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 807				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291803
484A	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291801
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	29/10/2003	24/12/2003	6	27/10/2003	019701402
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 813				
FS53	08/05/2003	16/05/2003	4	16/04/2003	018457290
FS53B	NOTIFICATION OF USE OF PDS - BY BODY CORPORATE				
852	22/04/2003	22/04/2003	7	22/04/2003	017392348
852A	COPY OF OCCUPATIONAL LICENCE OF SECURITIES DEALER				

DHW-2

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316 316G	08/04/2003 ANNUAL RETURN - UNLISTED PUBLIC COMPANY	08/04/2003	3	22/01/2003	0E8743565
FS50 FS50	28/02/2003 PDS OPT-IN NOTICE	11/03/2003	4	28/02/2003	018172103
388 388 388E 388A	23/12/2002 FINANCIAL REPORT COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY	09/01/2003	15	30/06/2002	018904228
315 315B	04/10/2002 NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR	21/10/2002	1	16/08/2002	018416912
343 343	26/07/2002 NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR	01/08/2002	1	26/07/2002	017406981
304 304A	19/07/2002 NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 018 318 746	19/07/2002	1	05/07/2002	0E7428050
370 370	16/07/2002 NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT Updates 0E7 428 050	23/07/2002	2	16/07/2002	018318746
304 304C	24/06/2002 NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER	24/06/2002	1	24/06/2002	0E7347449
304 304C	14/06/2002 NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER	14/06/2002	1	14/06/2002	0E7329158
852 852A	27/12/2001 COPY OF OCCUPATIONAL LICENCE OF SECURITIES DEALER	27/12/2001	7	27/12/2001	012895459
764C 764C	24/12/2001 PROSPECTUS FOR MANAGED INVESTMENT SCHEME(S) Altered by 016 287 443 Altered by 016 287 550	27/12/2001	79	01/01/2002	016287315
388 388A	23/11/2001 FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY	14/12/2001	14	30/06/2001	017606351
316 316 316T 316G	23/11/2001 ANNUAL RETURN CHANGE TO PRINCIPAL PLACE OF BUSINESS ANNUAL RETURN - UNLISTED PUBLIC COMPANY	08/05/2002	3	16/11/2001	09333097L
203 203A	31/10/2001 NOTIFICATION OF CHANGE OF ADDRESS	08/11/2001	1	29/10/2001	017682324

304 304A	29/10/2001	02/11/2001	2	19/10/2001	017504814
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
388 388 388E 388A	18/07/2001	17/08/2001	13	30/06/2000	017302896
	FINANCIAL REPORT COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
766C 766C	22/06/2001	26/06/2001	1	22/06/2001	016502732
	SUPPLEMENTARY DISCLOSURE DOCUMENT FOR MANAGED INVESTMENT SCHEME Alters 016 502 115				
766C 766C	30/05/2001	31/05/2001	1	30/05/2001	016502628
	SUPPLEMENTARY DISCLOSURE DOCUMENT FOR MANAGED INVESTMENT SCHEME Alters 016 502 115				
203 203G	23/02/2001	23/02/2001	1	10/02/2000	0E5724425
	NOTIFICATION OF CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
902 902	01/02/2001	02/02/2001	1	23/01/2001	5E0563482
	SUPPLEMENTARY DOCUMENT Alters 0E5 288 613				
316 316G	21/12/2000	02/02/2001	3	21/12/2000	0E5288613
	ANNUAL RETURN - UNLISTED PUBLIC COMPANY Altered by 5E0 563 482				
764C 764C	02/11/2000	02/11/2000	104	10/11/2000	016502115
	PROSPECTUS FOR MANAGED INVESTMENT SCHEME(S) Altered by 016 502 628 Altered by 016 502 628 Altered by 016 502 732				
852 852A	18/10/2000	18/10/2000	6	18/10/2000	007960632
	COPY OF OCCUPATIONAL LICENCE OF SECURITIES DEALER				
207 207	13/10/2000	13/10/2000	1	14/09/2000	0E4939458
	NOTIFICATION OF SHARE ISSUE				
309 309A	11/07/2000	12/07/2000	42	04/07/2000	016302631
	NOTIFICATION OF DETAILS OF A CHARGE				
203 203A	07/07/2000	07/07/2000	1	26/06/2000	0E4595559
	NOTIFICATION OF CHANGE OF ADDRESS				
218 218	15/06/2000	15/06/2000	33	15/06/2000	015463401
	CONSTITUTION OF COMPANY				

201	15/06/2000	15/06/2000	3	15/06/2000	0E4539008
201A	APPLICATION FOR REGISTRATION AS A PUBLIC COMPANY				
FS53A	NOTIFICATION OF USE OF PDS - BY AFS LICENSEE				

- Financial Reports -

Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held	Outstanding
017302896	30/06/2000	31/10/2000	//	//	//	No
017606351	30/06/2001	31/10/2001	//	//	//	No
018904228	30/06/2002	31/10/2002	//	//	//	No
019893490	30/06/2003	31/10/2003	30/11/2003	31/12/2003	//	No
020708700	30/06/2004	31/10/2004	//	//	//	No
023235627	30/06/2006	30/11/2006	//	//	//	No
023419761	30/06/2007	31/10/2007	//	//	//	No
025210418	30/06/2008	31/10/2008	//	//	//	No
026058637	30/06/2009	30/09/2009	//	//	//	No
027227830	30/06/2010	30/09/2010	//	//	//	No
027905139	30/06/2011	30/09/2011	//	//	//	No
026674832	30/06/2012	30/09/2012	//	//	//	No
7E5618357	30/06/2013	30/09/2013	//	//	//	No
7E6489406	30/06/2014	30/09/2014	//	//	//	No
029415620	30/06/2015	30/09/2015	//	//	//	No
029771014	30/06/2016	30/09/2016	//	//	//	No
7EAU55138	30/06/2017	30/09/2017	//	//	//	No
7EAU55233	30/06/2018	30/09/2018	//	//	//	No
7EAU17510	30/06/2019	30/09/2019	//	//	//	No
7EBB84701	30/06/2020	30/09/2020	//	//	//	No
7EBM94861	30/06/2021	30/09/2021	//	//	//	No
7EBZ06740	30/06/2022	30/09/2022	//	//	//	No

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	SANDALWOOD PROPERTIES LTD
ABN	31093330977
ACN	093330977
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	89 Credit Enquiries	 External Administration
 No Registered Defaults	 No Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	6 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

ABR Data

Main Name	SANDALWOOD PROPERTIES LTD
ABN	31 093 330 977
Registered Date	15-06-2000
Entity Status	Active
Entity Type	Australian Public Company
GST Status	Registered for GST (from 01-07-2000)
Main Physical Address	WA 6005 (from 21-09-2014)
ABN Last Updated	19-06-2019

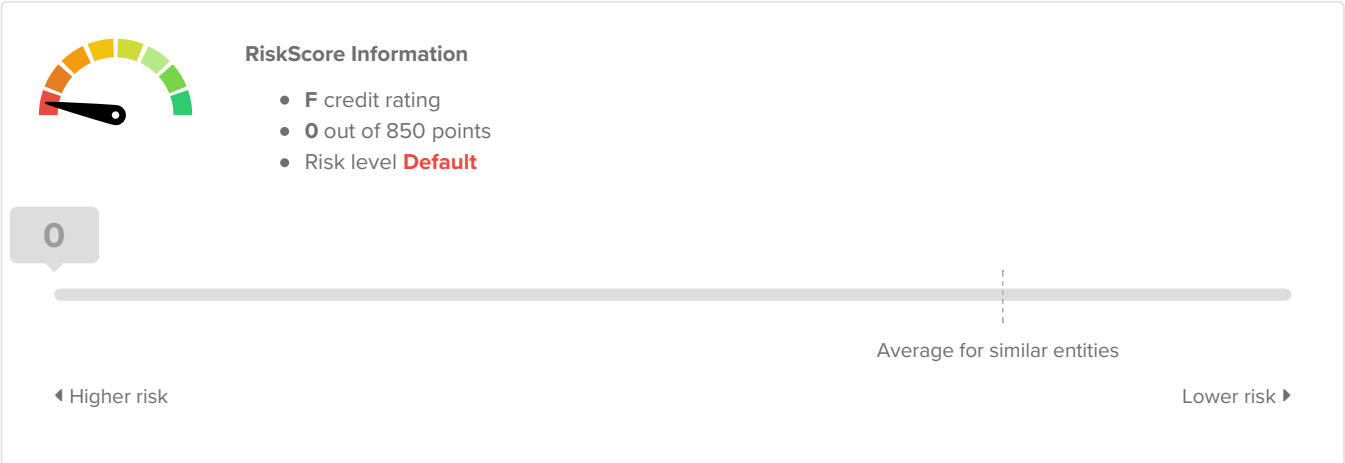
ASIC Data

Name	SANDALWOOD PROPERTIES LTD
Registered Office Address	LEVEL 187 COLIN STREET WEST PERTH WA 6005
ACN	093 330 977
Registered Date	15-06-2000
Next Review Date	15-06-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Public Company
Class	Limited By Shares
Subclass	Unlisted Public Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Financial and Insurance Services Finance Financial Asset Investing Financial Asset Investing
NACE Classification	Activities of holding companies Trusts, funds and similar financial entities Other financial service activities, except insurance and pension funding n.e.c.

RiskScore

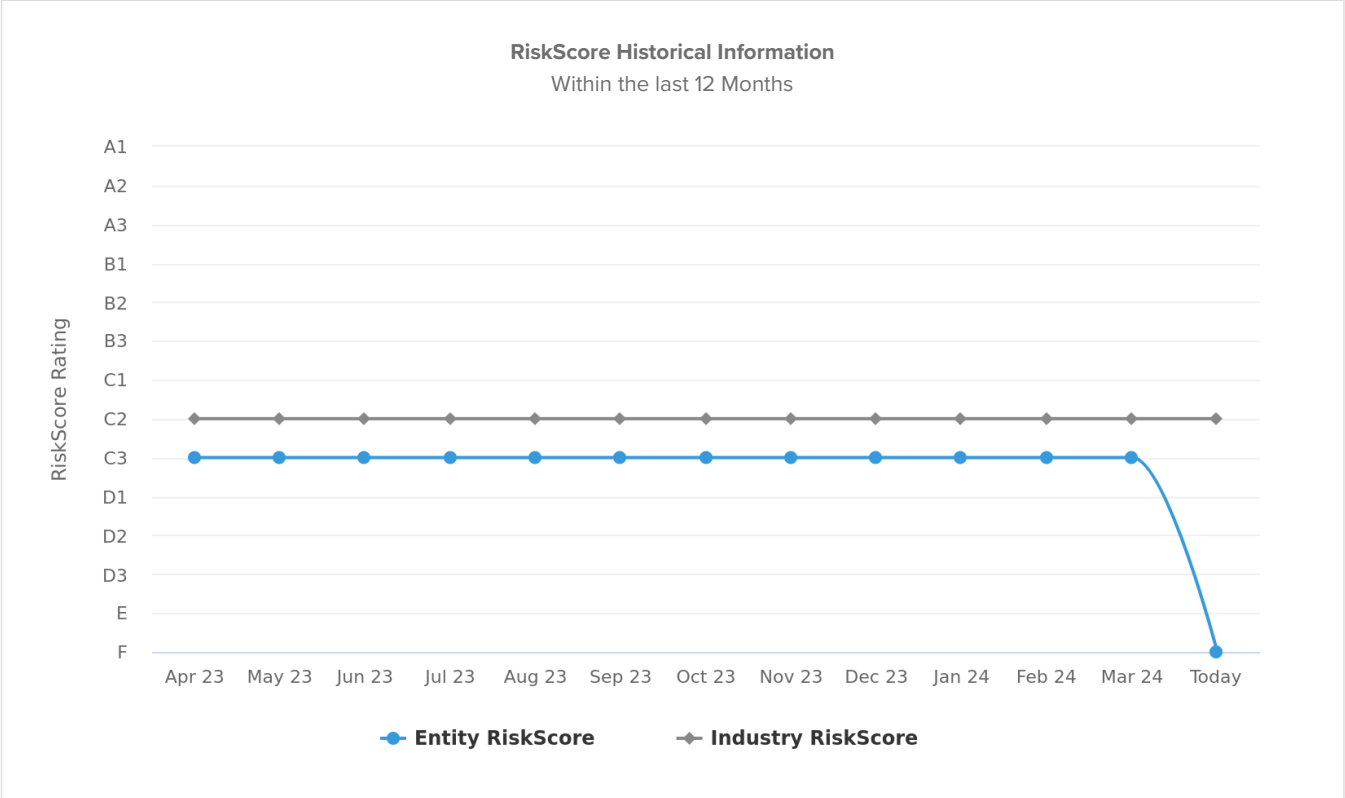


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch's extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is "probability of default"?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	25
Financial and Insurance Services (K)	6
Professional, Scientific and Technical Services (M)	2
Total Enquiries (within the last 12 months)	33

Enquiries Ordered by Date


Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Financial and Insurance Services (K)	08-04-2024
Information Media and Telecommunications (J)	04-04-2024
Financial and Insurance Services (K)	03-04-2024
Information Media and Telecommunications (J)	02-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024

Industry (ANZSIC Division)	Date
Financial and Insurance Services (K)	26-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-03-2024
Information Media and Telecommunications (J)	06-03-2024
Information Media and Telecommunications (J)	26-02-2024
Information Media and Telecommunications (J)	21-02-2024
Information Media and Telecommunications (J)	08-02-2024
Information Media and Telecommunications (J)	05-02-2024
Information Media and Telecommunications (J)	30-01-2024
Information Media and Telecommunications (J)	29-01-2024
Professional, Scientific and Technical Services (M)	29-01-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Information Media and Telecommunications (J)	08-01-2024
Information Media and Telecommunications (J)	20-12-2023
Information Media and Telecommunications (J)	12-12-2023
Financial and Insurance Services (K)	02-11-2023
Information Media and Telecommunications (J)	24-10-2023
Information Media and Telecommunications (J)	12-09-2023
Information Media and Telecommunications (J)	28-08-2023
Information Media and Telecommunications (J)	20-06-2023
Information Media and Telecommunications (J)	12-06-2023
Financial and Insurance Services (K)	08-06-2023
Financial and Insurance Services (K)	26-05-2023
Information Media and Telecommunications (J)	09-05-2023
Information Media and Telecommunications (J)	17-04-2023
Information Media and Telecommunications (J)	14-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.


Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

 A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
15-06-2000	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
SANDALWOOD PROPERTIES LTD	Main Name	ABR
T.F.S. PROPERTIES LTD	Former Name	ASIC
T.F.S. PROPERTIES LTD	Main Name	ABR

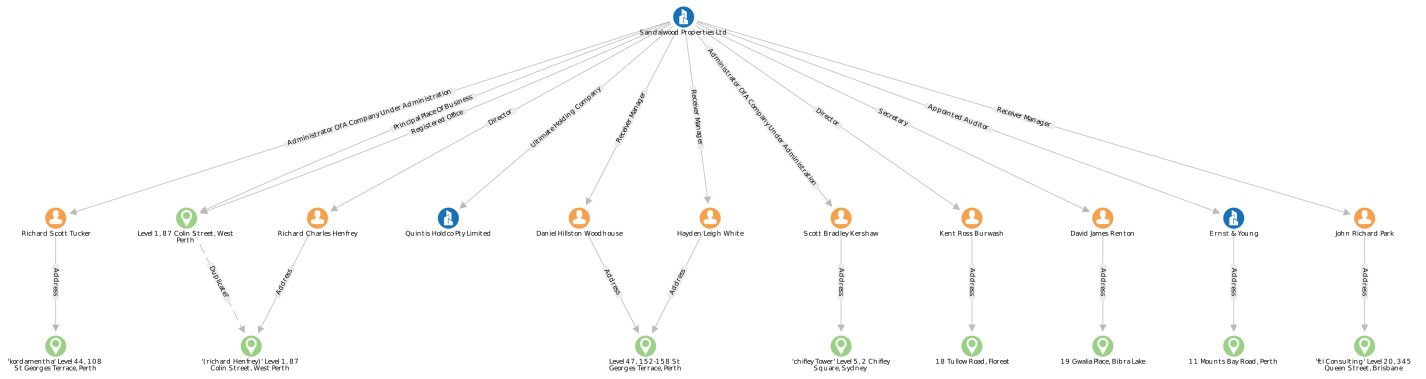
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: SANDALWOOD PROPERTIES LTD ACN 093 330 977
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



InfoTrack shall not be liable to the User in negligence or otherwise in respect of anything done, omitted, modified or done by the User in reliance in whole or in part on the Service including any assistance or demonstration provided to the User by InfoTrack and InfoTrack's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	12/04/2024
ACN	080 139 966
ABN	83 080 139 966
Current Name	QUINTIS FORESTRY PTY LTD
Registered In	Western Australia
Registration Date	22/09/1997
Review Date	22/09/2024
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	02/04/2024
Name	QUINTIS FORESTRY PTY LTD
Name Start Date	13/01/2023
Status	** Under External Administration And/Or Controller Appointed **
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY	20061	\$20,061.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

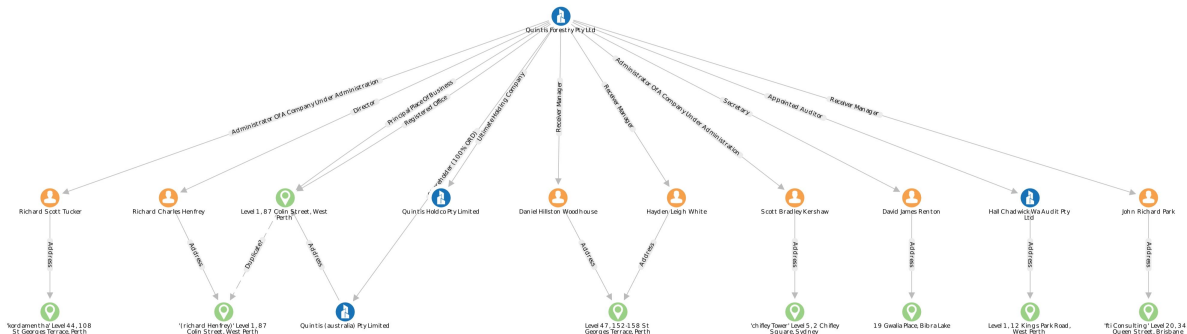


Risk Data Summary

Court Judgments	1	Payment Defaults	0	Insolvency Notices	10	Mercantile Enquiries	0	Credit Enquiries	138
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REVEAL - Company Visualisation

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1800 738 524

ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 080 139 966 QUINTIS FORESTRY PTY LTD -

ACN (Australian Company Number):	080 139 966	Document No.
ABN:	83 080 139 966	
Current Name:	QUINTIS FORESTRY PTY LTD	
Registered in:	Western Australia	
Registration Date:	22/09/1997	
Review Date:	22/09/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	QUINTIS FORESTRY PTY LTD
Name Start Date:	13/01/2023
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP54015
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	

<u>Principal Place of Business</u>		7EAP54015
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	16/09/2019	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: RICHARD CHARLES HENFREY 031055596
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68436
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Appointed Auditor

Name: 121 222 802 HALL CHADWICK WA AUDIT PTY LTD 026108222
Address: LEVEL 1 12 KINGS PARK ROAD WEST PERTH WA 6005 (FR 2009)
Appointment Date: 16/08/2002
Cease Date: //
Abn: 33 121 222 802

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG33755
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58871
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58871
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000

Birth Details:**Appointment Date:** 02/04/2024**Cease Date:** //**Name:** JOHN RICHARD PARK 7ECQ58871**Address:** FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
4000**Birth Details:****Appointment Date:** 02/04/2024**Cease Date:** //**Name:** DANIEL HILLSTON WOODHOUSE 7ECQ70621**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE
PERTH WA 6000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** HAYDEN LEIGH WHITE 7ECQ70621**Address:** FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST
GEORGES TERRACE PERTH WA 6000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** JOHN RICHARD PARK 7ECQ70621**Address:** FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
4000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Administrator of a Company under Administration****Name:** RICHARD SCOTT TUCKER 7ECQ67485**Address:** KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
WA 6000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //**Name:** SCOTT BRADLEY KERSHAW 7ECQ67485**Address:** KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000**Birth Details:****Appointment Date:** 03/04/2024**Cease Date:** //

- Share Structure -**Current**

Class:	ORDINARY	0E2935341
Number of Shares Issued:	20061	(AR 1998)
Total Amount Paid / Taken to be Paid:	\$20,061.00	
Total Amount Due and Payable:	\$0.00	

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -**Current****- Holding -**

Class:	ORD	Number Held:	20061	031706346
Beneficially Owned:	No	Fully Paid:	Yes	

- Members -

Name:	QUINTIS (AUSTRALIA) PTY LIMITED
ACN:	626 970 821
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding:	No
Abn:	54 626 970 821

- External Administration Documents -**Note:**

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93259
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	10/04/2024	0	032017908
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				

505 505B	04/04/2024	04/04/2024	7	7ECQ70621
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505 505U	04/04/2024	04/04/2024	2	7ECQ67485
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			
505 505B	02/04/2024	02/04/2024	4	7ECQ58871
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
5603 5603F	17/12/2018	20/12/2018	427	030486009
	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER			
5603 5603J	15/11/2018	15/11/2018	6	7EAG12170
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT			
5056 5056	12/11/2018	16/11/2018	2	030327432
	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE			
505 505L	02/11/2018	02/11/2018	2	7EAF70521
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT			
5603 5603L	01/11/2018	01/11/2018	4	7EAF67494
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT			
505 505M	30/10/2018	30/10/2018	2	7EAF56237
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT			
505 505Z	22/10/2018	22/10/2018	2	7EAF27821
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)			
505 505C	08/10/2018	08/10/2018	2	7EAE83502
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR			
C204 C204C	10/09/2018	13/09/2018	8	501524606
	COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT			
5603 5603K	27/07/2018	27/07/2018	6	7EAC59901
	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR			

5011 5011A	16/07/2018	16/07/2018	7	7EAC18529
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A			
5047 5047A	04/07/2018	04/07/2018	123	7EAB82127
	DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT			
505 505V	02/07/2018	02/07/2018	2	7EAB70354
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)			
5011 5011B	22/06/2018	22/06/2018	55	7EAB34818
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
5011 5011A	11/06/2018	11/06/2018	10	7EAA92541
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A			
530 530A	05/06/2018	05/06/2018	223	7EAA76530
	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT			
507 507F	28/03/2018	28/03/2018	73	8E0037981
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	27/03/2018	27/03/2018	72	8E0037001
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	27/03/2018	27/03/2018	72	8E0036940
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	27/03/2018	27/03/2018	72	8E0036930
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507K	06/03/2018	06/03/2018	35	7E9968175
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	06/03/2018	06/03/2018	35	7E9968167
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	06/03/2018	06/03/2018	35	7E9968145
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	02/03/2018	02/03/2018	5	7E9959009
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			

507	23/02/2018	23/02/2018	96	7E9935059
507G	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011	14/02/2018	14/02/2018	43	7E9905120
5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555	12/02/2018	12/02/2018	3	7E9894085
555	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504	06/02/2018	06/02/2018	5	030225563
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531	05/02/2018	05/02/2018	8	7E9873578
531B	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531	24/01/2018	24/01/2018	8	7E9843373
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505	23/01/2018	23/01/2018	3	7E9835608
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505	22/01/2018	22/01/2018	2	7E9831015
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	28/08/2023	28/08/2023	2	28/08/2023	7ECH73145
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484 484O 484N	08/12/2022	16/01/2023	4	08/12/2022	031706346
	Change to Company Details				
	Changes to Share Structure				
	Changes to (Members) Share Holdings				
218 218	08/12/2022	08/12/2022	31	08/12/2022	031706347
	Constitution of Company				
206 206B	08/12/2022	08/12/2022	4	08/12/2022	031706345
	Application For Change of Company Status Conversion Of Company From Public to Pty				
205 205 205B 205J	08/12/2022	08/12/2022	6	23/11/2022	031706344
	Notification of Resolution				
	Converting to a Proprietary Company				
	Altering The Constitution				
484 484E	28/06/2022	28/06/2022	2	28/06/2022	7EBT82473
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	23/06/2022	23/06/2022	2	23/06/2022	7EBT68436
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A1	05/11/2020	07/11/2020	11	07/11/2020	031055596
	Change to Company Details Change Officeholder Name Or Address				
484 484E	20/03/2020	20/03/2020	3	20/03/2020	7EAU96898
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484 484B 484C	19/09/2019	19/09/2019	2	19/09/2019	7EAP54015
	Change to Company Details				
	Change of Registered Address				
	Change of Principal Place of Business (Address)				
389 389B	07/06/2019	18/06/2019	2	07/06/2019	030611313
	Annual Notice By Wholly-Owned Entity Annual Notice By Wholly-Owned Entity - Companies				
351	07/06/2019	18/06/2019	20	07/06/2019	030611308

351	Deed Relating to Class Order				
353	07/06/2019	18/06/2019	6	07/06/2019	030611309
353	Notice of Disposal Relating to Class Order				
484	21/11/2018	21/11/2018	2	21/11/2018	7EAG33755
484D	Change to Company Details Change to Ultimate Holding Company				
484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08390
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08287
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	02/07/2018	02/07/2018	2	02/07/2018	7EAB67455
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	28/02/2018	28/02/2018	2	28/02/2018	7E9950378
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/07/2017	03/07/2017	2	03/07/2017	7E9214946
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935574
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899214
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
205	13/03/2017	17/03/2017	3	08/03/2017	029332662
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
484	25/02/2015	25/02/2015	2	25/02/2015	7E6753360
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/02/2015	03/02/2015	2	03/02/2015	7E6696657
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563010
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

484 484E	27/10/2014	27/10/2014	2	27/10/2014	7E6474090
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	24/10/2014	24/10/2014	2	24/10/2014	7E6470262
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	03/09/2014	03/09/2014	2	03/09/2014	7E6340644
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	09/05/2014	09/05/2014	2	09/05/2014	7E6037505
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	01/10/2013	01/10/2013	2	01/10/2013	7E5549401
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	22/01/2013	23/01/2013	3	23/01/2013	1F0493739
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388 388H	31/10/2012	29/11/2012	53	30/06/2012	026674831
	FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
351 351	29/10/2012	31/10/2012	18	29/10/2012	028240735
	DEED RELATING TO CLASS ORDER				
484 484E	03/10/2012	03/10/2012	2	03/10/2012	7E4760024
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A1	27/07/2012	27/07/2012	2	27/07/2012	7E4619301
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	13/07/2012	13/07/2012	2	13/07/2012	7E4589210
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/06/2012	19/06/2012	3	19/06/2012	1F0409872
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222651
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222645

484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192290	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192212	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
388	15/11/2011	20/12/2011	53	30/06/2011	027927890	
388A						FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR
388A						FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY
484	11/07/2011	11/07/2011	3	11/07/2011	7E3803218	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	22/06/2011	24/06/2011	94	21/06/2011	027650286	
309A						NOTIFICATION OF DETAILS OF A CHARGE
484	12/04/2011	12/04/2011	2	12/04/2011	7E3602287	
484C						CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)
388	05/11/2010	05/01/2011	49	30/06/2010	027227828	
388A						FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY
484	26/10/2009	09/11/2009	3	26/10/2009	026056517	
484B						CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS
388	21/10/2009	04/11/2009	47	30/06/2009	026108222	
388						FINANCIAL REPORT
388E						COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR
388A						FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY
315	06/02/2009	11/02/2009	1	12/01/2009	1F0226909	
315B						NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR
343	07/01/2009	11/02/2009	1	07/01/2009	025346489	
343						NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR
388	24/11/2008	28/11/2008	45	30/06/2008	025347582	
388A						FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY
312	08/02/2008	12/02/2008	3	08/02/2008	024531186	
312C						NOTIFICATION OF RELEASE OF PROPERTY

312	08/02/2008	12/02/2008	3	08/02/2008	024531185
312C	NOTIFICATION OF RELEASE OF PROPERTY				
484	12/11/2007	13/11/2007	2	13/11/2007	024304606
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388	01/11/2007	12/11/2007	39	30/06/2007	023419762
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
309	03/05/2007	03/05/2007	38	02/05/2007	023323108
309A	NOTIFICATION OF DETAILS OF A CHARGE				
484	27/04/2007	15/05/2007	2	27/04/2007	023789117
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
A104	08/02/2007	09/02/2007	15	08/02/2007	023006592
A104	SUPPLEMENTARY PAGES TO IMAGED DOCUMENT Alters 021 021 171				
388	22/11/2006	29/11/2006	41	30/06/2006	023457920
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	21/11/2006	23/11/2006	4	23/11/2006	023270737
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
5127	24/10/2006	20/11/2006	20	24/10/2006	021021171
5127	NOTICE OF PROPOSED MODIFICATION TO PRESCRIBED INTEREST DEED Altered by 023 006 592				
350	13/09/2006	18/06/2007	1	13/09/2006	020173877
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 762 833				
350	13/09/2006	15/09/2006	1	13/09/2006	020173875
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 762 836				
350	31/08/2006	04/09/2006	1	31/08/2006	020173737
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 939 848				
311	31/08/2006	04/09/2006	19	31/07/2006	020173734
311A	NOTIFICATION OF ASSIGNMENT OF CHARGE				

309	07/08/2006	08/08/2006	69	29/06/2006	022762836
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 875				
309	07/08/2006	08/08/2006	69	29/06/2006	022762833
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 877				
309	03/07/2006	04/07/2006	19	22/05/2006	022939848
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 737				
484	31/05/2006	01/06/2006	3	01/06/2006	022861592
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	08/03/2006	14/03/2006	4	14/03/2006	022705203
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2006	20/01/2006	3	20/01/2006	022681608
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	14/11/2005	16/11/2005	7	16/11/2005	022439213
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388	11/10/2005	18/10/2005	30	30/06/2005	022460221
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	23/06/2005	23/06/2005	2	23/06/2005	7E0415936
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	14/02/2005	14/02/2005	2	14/02/2005	7E0321053
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
388	01/10/2004	08/10/2004	23	30/06/2004	020708701
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
5122	30/06/2004	24/03/2005	1	30/06/2004	019529526
5122	NOTICE OF DECLARATION RE MANAGED INVESTMENT SCHEME				
902	21/06/2004	23/06/2004	2	22/01/2003	0E9982547
902	SUPPLEMENTARY DOCUMENT Alters 0E8 743 566				
902	30/03/2004	23/06/2004	2	22/01/2003	0E9726231

902	SUPPLEMENTARY DOCUMENT				
	Alters 0E8 743 566				
902	23/12/2003	24/12/2003	2	27/10/2003	019769814
902	SUPPLEMENTARY DOCUMENT				
	Alters 019 701 385				
902	23/12/2003	24/12/2003	2	27/10/2003	019769812
902	SUPPLEMENTARY DOCUMENT				
	Alters 0E9 291 806				
388	03/12/2003	15/12/2003	23	30/06/2003	019901611
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291806
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
	Altered by 019 769 812				
484	29/10/2003	29/10/2003	2	23/10/2003	0E9291805
484A	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291804
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	29/10/2003	30/10/2003	6	27/10/2003	019701385
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
	Altered by 019 769 814				
316	08/04/2003	23/06/2004	3	22/01/2003	0E8743566
316G	ANNUAL RETURN - UNLISTED PUBLIC COMPANY				
	Altered by 0E9 726 231				
	Altered by 0E9 982 547				
388	23/12/2002	09/01/2003	18	30/06/2002	018904227
388	FINANCIAL REPORT				
388E	COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR				
388A	FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
315	04/10/2002	21/10/2002	1	16/08/2002	018416913
315B	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR				
343	26/07/2002	01/08/2002	1	26/07/2002	017406980
343	NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR				
304	19/07/2002	19/07/2002	1	05/07/2002	0E7428051
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				

Updated by 018 318 744

370	16/07/2002	23/07/2002	2	16/07/2002	018318744
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT				
	Updates 0E7 428 051				
304	24/06/2002	24/06/2002	1	24/06/2002	0E7347450
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	14/06/2002	14/06/2002	1	14/06/2002	0E7329159
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
388	23/11/2001	14/12/2001	16	30/06/2001	017606354
388A	FINANCIAL REPORT FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
316	23/11/2001	29/11/2001	4	16/11/2001	08013996L
316	ANNUAL RETURN				
316A	CHANGE OF REGISTERED OFFICE ADDRESS				
316T	CHANGE TO PRINCIPAL PLACE OF BUSINESS				
316G	ANNUAL RETURN - UNLISTED PUBLIC COMPANY				
203	31/10/2001	08/11/2001	1	29/10/2001	017682322
203A	NOTIFICATION OF CHANGE OF ADDRESS				
304	29/10/2001	02/11/2001	2	19/10/2001	017504816
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
106	10/04/2001	12/04/2001	1	10/04/2001	013008391
106	NOTICE OF CANCELLATION OR REVOCATION OF A LODGED DOCUMENT				
	Cancels 0E5 623 092				
304	01/02/2001	02/02/2001	1	25/01/2001	5E0563478
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	01/02/2001	12/04/2001	1	25/01/2001	0E5623092
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
	Cancelled by 013 008 391				
902	16/01/2001	17/01/2001	1	21/12/2000	0E5426505
902	SUPPLEMENTARY DOCUMENT				
	Alters 0E5 288 611				
388	28/12/2000	12/01/2001	26	30/06/2000	016841927
388	FINANCIAL REPORT				
388E	COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR				
388A	FINANCIAL REPORT - PUBLIC COMPANY OR DISCLOSING ENTITY				
316	21/12/2000	17/01/2001	3	21/12/2000	0E5288611

316G	ANNUAL RETURN - UNLISTED PUBLIC COMPANY Altered by 0E5 426 505				
902	17/08/2000	04/09/2000	2	31/01/2000	016517265
902	SUPPLEMENTARY DOCUMENT Alters 0E4 219 162				
203	07/07/2000	10/07/2000	2	26/06/2000	0E4595586
203G	NOTIFICATION OF CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
203	07/07/2000	07/07/2000	2	26/06/2000	0E4595531
203A	NOTIFICATION OF CHANGE OF ADDRESS				
5124	31/03/2000	31/03/2000	2	31/03/2000	016102412
5124	NOTICE OF EXTENSION OF TRANSITIONAL PERIOD				
7018	31/03/2000	31/03/2000	2	31/03/2000	016102413
7018	DECLARATION UNDER SUB-SECTION 1084(6) CORP LAW (OFFERING SECURITIES FOR SUBSCRIPTION OR PURCHASE)				
5120	31/03/2000	31/03/2000	2	31/03/2000	016102415
5120	NOTICE OF EXEMPTION RE MANAGED INVESTMENT SCHEME				
205	15/02/2000	28/02/2000	1	14/02/2000	016321033
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
316	31/01/2000	27/03/2000	3	31/01/2000	0E4219162
316G	ANNUAL RETURN - UNLISTED PUBLIC COMPANY Altered by 016 517 265				
304	28/01/2000	29/01/2000	1	02/12/1999	0E4176993
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203	28/01/2000	29/01/2000	1	27/01/2000	0E4176974
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203G	CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
304	13/12/1999	17/12/1999	1	02/12/1999	0E3842239
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203	09/09/1999	09/09/1999	1	09/09/1999	0E3447373
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203G	CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
7067	16/06/1999	18/06/1999	5	16/06/1999	004492507
7067B	NOTICE UNDER S1043B IN RELATION TO UNQUOTED SECURITIES (S.1043D NOTICE)				

316	02/02/1999	05/03/1999	3	02/02/1999	0E2935341
316G	ANNUAL RETURN - UNLISTED PUBLIC COMPANY				
304	14/09/1998	14/09/1998	1	02/09/1998	0E2273844
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	24/07/1998	27/07/1998	1	22/07/1998	0E2140686
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 0E2 140 667				
370	24/07/1998	29/07/1998	2	24/07/1998	0E2140667
370	NOTICE OF RETIREMENT OR RESIGNATION BY DIRECTOR OR SECRETARY Updates 0E2 140 686				
203	21/07/1998	22/07/1998	1	13/07/1998	0E2131144
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203B	CHANGE OF OFFICE HOURS				
852	17/04/1998	17/04/1998	2	17/04/1998	008625941
852A	COPY OF OCCUPATIONAL LICENCE OF SECURITIES DEALER				
7018	08/04/1998	08/04/1998	3	08/04/1998	004496068
7018	DECLARATION UNDER SUB-SECTION 1084(6) CORP LAW (OFFERING SECURITIES FOR SUBSCRIPTION OR PURCHASE)				
7019	08/04/1998	08/04/1998	5	08/04/1998	004496073
7019	DECLARATION THAT COVENANTS NOT REQUIRED FOR DEED				
309	02/04/1998	02/04/1998	41	26/02/1998	013159513
309A	NOTIFICATION OF DETAILS OF A CHARGE				
304	02/04/1998	02/04/1998	2	16/03/1998	013048656
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
764	31/03/1998	08/04/1998	89	31/03/1998	004493741
764B	COPY OF APPLICATION FORM AND PROSPECTUS				
207	05/03/1998	05/03/1998	2	27/02/1998	0E1952607
207	NOTIFICATION OF ALLOTMENT OF SHARES				
764	16/02/1998	27/02/1998	79	16/02/1998	004496291
764B	COPY OF APPLICATION FORM AND PROSPECTUS				
7021	13/02/1998	01/05/1998	125	13/02/1998	004493709
7021A	EXECUTED PRINCIPAL DEED				
207	27/01/1998	27/01/1998	2	09/01/1998	013146817

207						
203	15/01/1998	16/01/1998	1	14/01/1998		013868050
203A						
203	02/10/1997	03/10/1997	1	02/10/1997		013134685
203A						
304	02/10/1997	10/10/1997	1	01/10/1997		013134686
304A						
215	25/09/1997	25/09/1997	1	22/09/1997		012075300
215						
204	22/09/1997	22/09/1997	1	22/09/1997		013139398
204						
305	19/09/1997	22/09/1997	58	19/09/1997		013147301
305						
201	19/09/1997	19/09/1997	2	19/09/1997		013147304
201A						

- Financial Reports -

Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held	Outstanding
016841927	30/06/2000	31/10/2000	//	//	//	No
017606354	30/06/2001	31/10/2001	//	//	//	No
018904227	30/06/2002	31/10/2002	//	//	//	No
019901611	30/06/2003	31/10/2003	30/11/2003	31/12/2003	//	No
020708701	30/06/2004	31/10/2004	//	//	//	No
022460221	30/06/2005	31/10/2005	//	//	//	No
023457920	30/06/2006	30/11/2006	//	//	//	No
023419762	30/06/2007	31/10/2007	//	//	//	No
025347582	30/06/2008	31/10/2008	//	//	//	No
026108222	30/06/2009	31/10/2009	//	//	//	No
027227828	30/06/2010	31/10/2010	//	//	//	No
027927890	30/06/2011	31/10/2011	//	//	//	No
026674831	30/06/2012	31/10/2012	//	//	//	No

- Company Contact Addresses -






(creditor)watch

Credit Report

Name	QUINTIS FORESTRY LIMITED
ABN	83080139966
ACN	080139966
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	138 Credit Enquiries	 External Administration
 No Registered Defaults	1 Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	4 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
Court Actions	High	There is a court action registered
ASIC Published Notice	High	There are ASIC published notices connected to this company
ASIC Status	High	The company is under external administration

ABR Data

Main Name	QUINTIS FORESTRY LIMITED
ABN	83 080 139 966
Registered Date	01-11-1999
Entity Status	Active
Entity Type	Australian Public Company
GST Status	Registered for GST (from 01-07-2000)
Main Physical Address	WA 6005 (from 18-02-2021)
ABN Last Updated	18-02-2021

ASIC Data

Name	QUINTIS FORESTRY PTY LTD
Registered Office Address	LEVEL 187 COLIN STREET WEST PERTH WA 6005
ACN	080 139 966
Registered Date	22-09-1997
Next Review Date	22-09-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission


Industry

ANZSIC Classification	Agriculture, Forestry and Fishing Forestry and Logging Forestry and Logging Forestry
NACE Classification	

Company Information

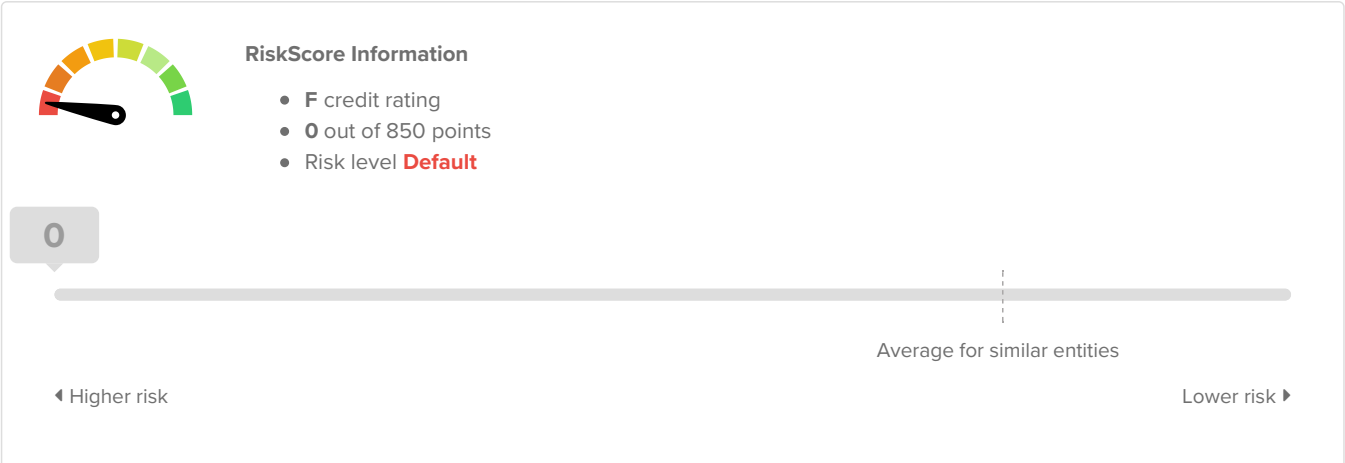
Estimated Revenue	\$20M to \$50M
No of Employees	101 - 200 Employees
Website Address	http://www.quintis.com.au/

Key Contact Information

Director	Alistair David John Stevens  quintis@quintis.com.au
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* CreditorWatch estimates Employee and Revenue data based on a number of factors including third party data. It should not be used to make any financial decisions regarding this entity.

RiskScore

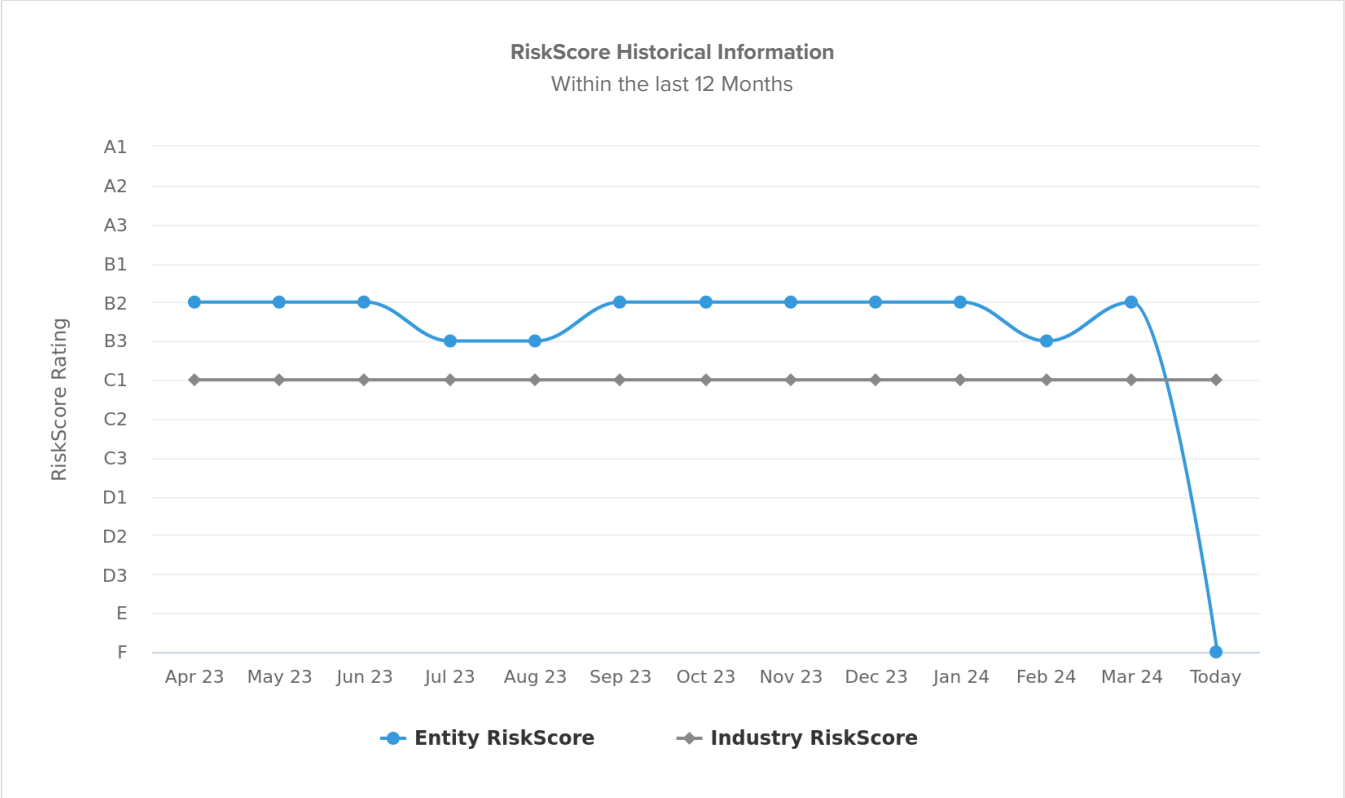


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch’s extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is “probability of default”?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

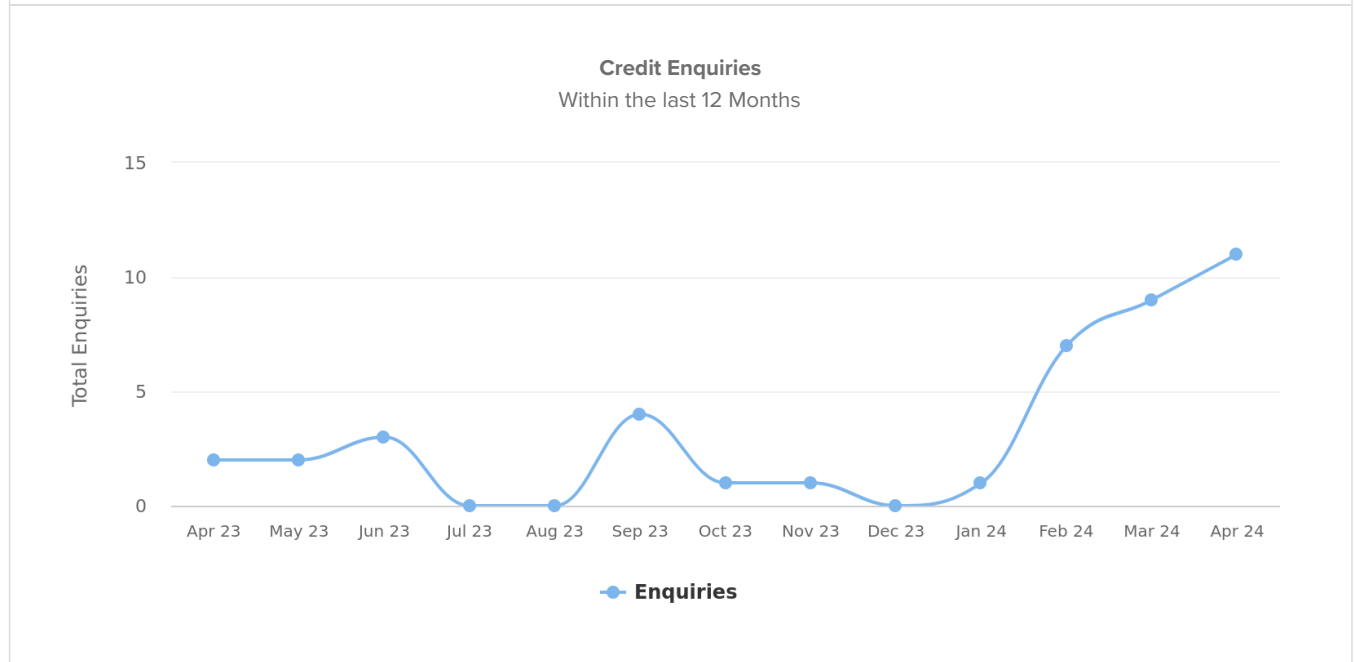
Credit Enquiries



138
Last 5 Years



41
Last 12 Months



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	15
Financial and Insurance Services (K)	11
Professional, Scientific and Technical Services (M)	5
Transport, Postal and Warehousing (I)	4
Accommodation and Food Services (H)	1
Construction (E)	1
Manufacturing (C)	1
Other Services (S)	1
Retail Trade (G)	1
Wholesale Trade (F)	1
Total Enquiries (within the last 12 months)	41

Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
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Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Professional, Scientific and Technical Services (M)	10-04-2024
Transport, Postal and Warehousing (I)	09-04-2024
Financial and Insurance Services (K)	08-04-2024
Construction (E)	05-04-2024
Financial and Insurance Services (K)	04-04-2024
Information Media and Telecommunications (J)	03-04-2024
Accommodation and Food Services (H)	03-04-2024
Professional, Scientific and Technical Services (M)	03-04-2024
Information Media and Telecommunications (J)	03-04-2024
Financial and Insurance Services (K)	03-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024
Financial and Insurance Services (K)	26-03-2024
Transport, Postal and Warehousing (I)	14-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-03-2024
Information Media and Telecommunications (J)	06-03-2024
Transport, Postal and Warehousing (I)	05-03-2024
Financial and Insurance Services (K)	01-03-2024
Information Media and Telecommunications (J)	26-02-2024
Information Media and Telecommunications (J)	22-02-2024
Information Media and Telecommunications (J)	20-02-2024
Other Services (S)	12-02-2024
Information Media and Telecommunications (J)	10-02-2024
Information Media and Telecommunications (J)	08-02-2024
Transport, Postal and Warehousing (I)	01-02-2024
Financial and Insurance Services (K)	15-01-2024
Financial and Insurance Services (K)	02-11-2023

Industry (ANZSIC Division)	Date
Financial and Insurance Services (K)	10-10-2023
Manufacturing (C)	25-09-2023
Professional, Scientific and Technical Services (M)	21-09-2023
Financial and Insurance Services (K)	12-09-2023
Professional, Scientific and Technical Services (M)	12-09-2023
Wholesale Trade (F)	29-06-2023
Financial and Insurance Services (K)	08-06-2023
Information Media and Telecommunications (J)	07-06-2023
Retail Trade (G)	30-05-2023
Financial and Insurance Services (K)	26-05-2023
Information Media and Telecommunications (J)	17-04-2023
Professional, Scientific and Technical Services (M)	12-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
Action Date 22-12-2019 Court Location Kununurra WA Case Number KR 19/2012 State WA	WTH PTY LTD (ACN 000 165 855) T/A AVIS AUSTRALIA	Summons	Motor Vehicle Accident	\$0.00


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
22-09-1997	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
EAST KIMBERLEY SANDALWOOD CO LTD	Former Name	ASIC
EAST KIMBERLEY SANDALWOOD CO LTD	Main Name	ABR
QUINTIS FORESTRY LIMITED	Former Name	ASIC
QUINTIS FORESTRY LIMITED	Main Name	ABR
TROPICAL FORESTRY SERVICES LTD	Former Name	ASIC
TROPICAL FORESTRY SERVICES LTD	Main Name	ABR

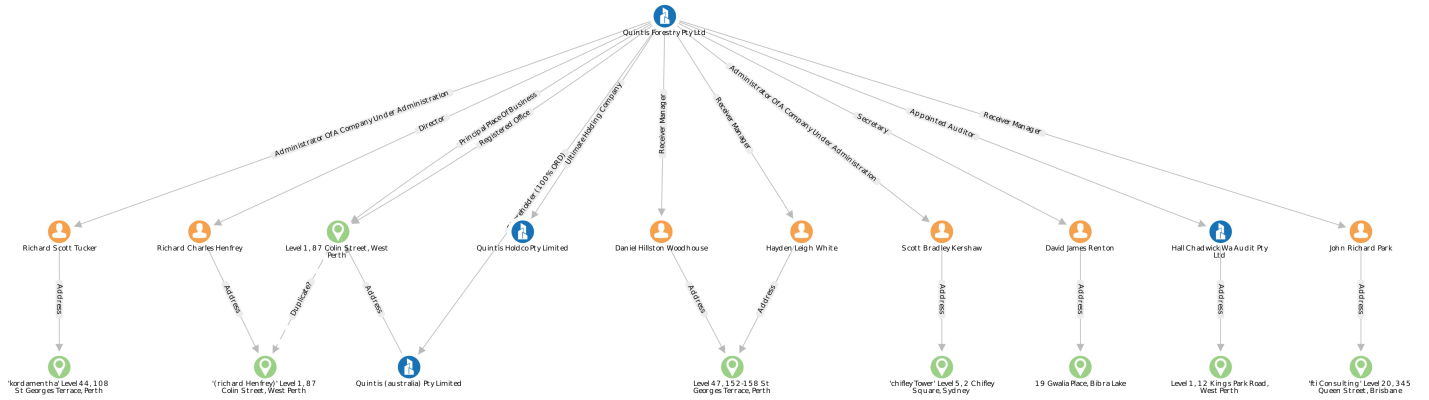
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: QUINTIS FORESTRY PTY LTD ACN 080 139 966
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	12/04/2024
ACN	072 486 643
ABN	78 072 486 643
Current Name	ARWON FINANCE PTY LTD
Registered In	Western Australia
Registration Date	16/01/1996
Review Date	16/01/2025
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	02/04/2024
Name	ARWON FINANCE PTY LTD
Name Start Date	23/01/1996
Status	** Under External Administration And/Or Controller Appointed **
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY	4340102	\$4,340,102.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

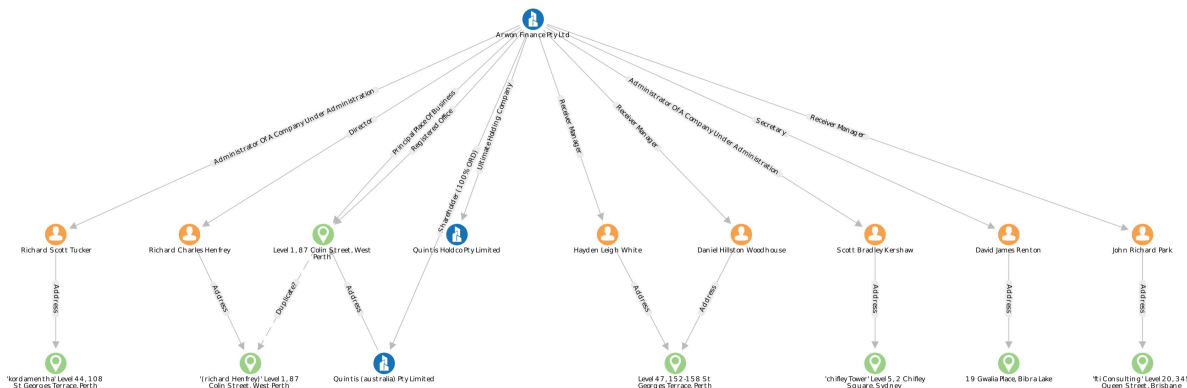


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 10 Mercantile Enquiries 0 Credit Enquiries 44

REVEAL - Company Visualisation

[Go to full workspace](#)



InfoTrack

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1800 738 524

ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 072 486 643 ARWON FINANCE PTY LTD -

ACN (Australian Company Number):	072 486 643	Document No.
ABN:	78 072 486 643	
Current Name:	ARWON FINANCE PTY LTD	
Registered in:	Western Australia	
Registration Date:	16/01/1996	
Review Date:	16/01/2025	
Company Bounded By:		

- Current Organisation Details -

Name: ARWON FINANCE PTY LTD
Name Start Date: 23/01/1996
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

- Company Addresses -

- Registered Office 7EAP53994
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Start Date: 26/09/2019

- Principal Place of Business 7EAP53994
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Start Date: 16/09/2019

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: RICHARD CHARLES HENFREY 031055590
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68545
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34540
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58899
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58899
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58899
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ67474
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ67474
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY 0E4987049
Number of Shares Issued: 4340102 (AR 2000)
Total Amount Paid / Taken to be Paid: \$4,340,102.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 4340102 7EAP62837
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: QUINTIS (AUSTRALIA) PTY LIMITED

ACN: 626 970 821
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding: No
Abn: 54 626 970 821

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.

This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93173
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	10/04/2024	0	032017909
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ67474
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58899
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
5603		30/11/2018	30/11/2018	27	7EAG70063
5603F	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER				
5603		15/11/2018	15/11/2018	6	7EAG12694
5603J	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT				
5056		12/11/2018	16/11/2018	2	030327430
5056	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE				
505		02/11/2018	02/11/2018	2	7EAF70339
505L	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT				
5603		01/11/2018	01/11/2018	4	7EAF67400
5603L	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT				
505		30/10/2018	30/10/2018	2	7EAF56359
505M	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT				

505 505Z	22/10/2018	22/10/2018	2	7EAF27809
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)				
505 505C	08/10/2018	08/10/2018	2	7EAE83448
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR				
C204 C204C	10/09/2018	13/09/2018	8	501524608
COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT				
5603 5603K	27/07/2018	27/07/2018	4	7EAC59915
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR				
5011 5011A	16/07/2018	16/07/2018	7	7EAC18502
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
5047 5047A	04/07/2018	04/07/2018	123	7EAB82069
DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT				
505 505V	02/07/2018	02/07/2018	2	7EAB70328
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)				
5011 5011B	22/06/2018	22/06/2018	55	7EAB34843
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
5011 5011A	11/06/2018	11/06/2018	10	7EAA92546
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
530 530A	05/06/2018	05/06/2018	223	7EAA76522
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT				
507 507F	27/03/2018	27/03/2018	13	8E0036834
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	27/03/2018	27/03/2018	13	8E0036818
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	27/03/2018	27/03/2018	13	8E0036784
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				

507	27/03/2018	27/03/2018	13	8E0036685
507F	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507	06/03/2018	06/03/2018	11	7E9968436
507K	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507	06/03/2018	06/03/2018	11	7E9968412
507K	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507	06/03/2018	06/03/2018	11	7E9968245
507K	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507	02/03/2018	02/03/2018	5	7E9959008
507K	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507	20/02/2018	20/02/2018	11	7E9922601
507G	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011	14/02/2018	14/02/2018	43	7E9905112
5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555	12/02/2018	12/02/2018	3	7E9894113
555	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504	06/02/2018	06/02/2018	5	030225564
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531	05/02/2018	05/02/2018	8	7E9873430
531B	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531	24/01/2018	24/01/2018	8	7E9843371
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505	23/01/2018	23/01/2018	3	7E9835686
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505	22/01/2018	22/01/2018	2	7E9830961
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

- Charges -

There are no charges held for this organisation.**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -**Notes:**

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	28/08/2023	28/08/2023	2	28/08/2023	7ECH73244
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	28/06/2022	28/06/2022	2	28/06/2022	7EBT82783
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	23/06/2022	23/06/2022	2	23/06/2022	7EBT68545
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	05/11/2020	07/11/2020	11	07/11/2020	031055590
484A1	Change to Company Details Change Officeholder Name Or Address				
484	20/03/2020	20/03/2020	3	20/03/2020	7EAU96832
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	23/09/2019	23/09/2019	2	23/09/2019	7EAP62837
484A2	Change to Company Details Change Member Name or Address				
484	19/09/2019	19/09/2019	2	19/09/2019	7EAP53994
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484	12/12/2018	12/12/2018	2	12/12/2018	7EAH02982
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				

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484	21/11/2018	21/11/2018	3	21/11/2018	7EAG34540
484	Change to Company Details				
484D	Change to Ultimate Holding Company				
484N	Changes to (Members) Share Holdings				
484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08409
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	02/07/2018	02/07/2018	2	02/07/2018	7EAB67408
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	28/02/2018	28/02/2018	2	28/02/2018	7E9950369
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/07/2017	03/07/2017	2	03/07/2017	7E9215000
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935661
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899646
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
484	25/02/2015	25/02/2015	2	25/02/2015	7E6753375
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/02/2015	03/02/2015	2	03/02/2015	7E6696608
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563030
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	27/10/2014	27/10/2014	2	27/10/2014	7E6474101
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	24/10/2014	24/10/2014	2	24/10/2014	7E6470268
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340680

484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037554
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/10/2013	01/10/2013	2	01/10/2013	7E5549447
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/01/2013	23/01/2013	3	23/01/2013	1F0493743
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/10/2012	03/10/2012	2	03/10/2012	7E4760131
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/08/2012	01/08/2012	2	01/08/2012	7E4627258
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	27/07/2012	27/07/2012	2	27/07/2012	7E4619318
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	13/07/2012	13/07/2012	2	13/07/2012	7E4589549
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/06/2012	19/06/2012	3	19/06/2012	1F0409869
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222777
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222772
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192296
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192269
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	11/07/2011	11/07/2011	3	11/07/2011	7E3803308
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A				

COMPANY OFFICEHOLDER

309	22/06/2011	24/06/2011	94	21/06/2011	027650277
309A	NOTIFICATION OF DETAILS OF A CHARGE				
484	12/04/2011	12/04/2011	2	12/04/2011	7E3602324
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484	26/10/2009	09/11/2009	3	26/10/2009	026056521
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
312	08/02/2008	12/02/2008	3	08/02/2008	024531184
312C	NOTIFICATION OF RELEASE OF PROPERTY				
312	08/02/2008	12/02/2008	3	08/02/2008	024531183
312C	NOTIFICATION OF RELEASE OF PROPERTY				
484	12/11/2007	13/11/2007	2	13/11/2007	024304603
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309	03/05/2007	03/05/2007	38	02/05/2007	023323103
309A	NOTIFICATION OF DETAILS OF A CHARGE				
484	27/04/2007	15/05/2007	2	27/04/2007	023789113
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
312	21/11/2006	21/11/2006	2	21/11/2006	023349365
312C	NOTIFICATION OF RELEASE OF PROPERTY				
484	21/11/2006	23/11/2006	4	23/11/2006	023270734
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
312	13/11/2006	21/11/2006	2	13/11/2006	023349029
312	NOTIFICATION OF				
312B	SATISFACTION OF CHARGE				
312C	RELEASE OF PROPERTY				
350	31/08/2006	04/09/2006	1	31/08/2006	020173741
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 939 847				
311	31/08/2006	04/09/2006	19	31/07/2006	020173731
311A	NOTIFICATION OF ASSIGNMENT OF CHARGE				
309	03/07/2006	04/07/2006	18	22/05/2006	022939847
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 741				

484 484A1	31/05/2006	01/06/2006	3	01/06/2006	022861594
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	08/03/2006	14/03/2006	4	14/03/2006	022705200
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2006	20/01/2006	3	20/01/2006	022681606
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
483 483	16/11/2005	23/01/2006	2	08/11/2005	022411732
	COMPANY COMPLIANCE STATEMENT (RESPONSE TO RETURN OF PARTICULARS)				
484 484E	14/11/2005	16/11/2005	7	16/11/2005	022439212
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484B	23/06/2005	23/06/2005	2	23/06/2005	7E0415929
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484 484C	14/02/2005	14/02/2005	2	14/02/2005	7E0321025
	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
902 902	19/02/2004	20/02/2004	1	06/09/2000	019294811
	SUPPLEMENTARY DOCUMENT Alters 0E4 987 049				
902 902	23/12/2003	24/12/2003	2	27/10/2003	019769811
	SUPPLEMENTARY DOCUMENT Alters 0E9 291 774				
902 902	23/12/2003	24/12/2003	2	27/10/2003	019769810
	SUPPLEMENTARY DOCUMENT Alters 019 701 384				
484 484B	29/10/2003	29/10/2003	2	27/10/2003	0E9291775
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484 484E	29/10/2003	29/10/2003	2	27/10/2003	0E9291774
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 811				
484 484A	29/10/2003	29/10/2003	2	27/10/2003	0E9291773
	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				

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484 484E	29/10/2003	30/10/2003	6	27/10/2003	019701384
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 810				
316 316L	08/04/2003	09/07/2004	3	22/01/2003	0E8743562
	ANNUAL RETURN - PROPRIETARY COMPANY				
315 315B	04/10/2002	21/10/2002	1	16/08/2002	018416910
	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR				
304 304A	19/07/2002	19/07/2002	1	05/07/2002	0E7428047
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 018 318 742				
370 370	16/07/2002	23/07/2002	2	16/07/2002	018318742
	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT Updates 0E7 428 047				
304 304C	24/06/2002	24/06/2002	1	24/06/2002	0E7347445
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304 304C	14/06/2002	14/06/2002	1	14/06/2002	0E7329156
	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304 304A	21/03/2002	28/03/2002	2	08/03/2002	018010673
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316 316L	23/11/2001	03/12/2001	3	16/11/2001	07248664L
	ANNUAL RETURN - PROPRIETARY COMPANY				
203 203A	31/10/2001	08/11/2001	1	29/10/2001	017682321
	NOTIFICATION OF CHANGE OF ADDRESS				
304 304A	29/10/2001	02/11/2001	2	19/10/2001	017504817
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
207 207	14/09/2001	14/09/2001	1	29/06/2000	0E6182282
	NOTIFICATION OF SHARE ISSUE				
304 304A	21/12/2000	23/12/2000	1	21/12/2000	0E5288573
	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203 203 203A 203G	01/12/2000	13/12/2000	1	28/11/2000	0E5147629
	NOTIFICATION OF CHANGE OF ADDRESS CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				

316	26/10/2000	30/11/2000	3	06/09/2000	0E4987049
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 019 294 811				
309	05/10/2000	05/10/2000	26	01/09/2000	013124775
309A	NOTIFICATION OF DETAILS OF A CHARGE				
207	08/09/2000	08/09/2000	1	18/04/2000	0E4811594
207	NOTIFICATION OF SHARE ISSUE				
207	08/09/2000	08/09/2000	1	04/04/2000	0E4811595
207	NOTIFICATION OF SHARE ISSUE				
309	11/07/2000	12/07/2000	42	04/07/2000	016302633
309A	NOTIFICATION OF DETAILS OF A CHARGE				
207	18/05/2000	18/05/2000	1	31/12/1999	0E4488234
207	NOTIFICATION OF SHARE ISSUE				
902	08/09/1999	09/09/1999	1	06/09/1999	0E3442281
902	SUPPLEMENTARY DOCUMENT Alters 0E3 421 809				
207	07/09/1999	07/09/1999	1	27/08/1999	0E3436026
207	NOTIFICATION OF SHARE ISSUE				
207	07/09/1999	07/09/1999	1	27/08/1999	0E3436027
207	NOTIFICATION OF SHARE ISSUE				
316	02/09/1999	09/09/1999	3	15/08/1999	0E3421809
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 0E3 442 281				
304	18/08/1999	18/08/1999	1	02/10/1998	015443497
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	14/10/1998	16/10/1998	4	21/09/1998	5E0356008
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	14/10/1998	14/10/1998	2	05/10/1998	5E0356003
207	NOTIFICATION OF SHARE ISSUE				
304	02/04/1998	02/04/1998	2	16/03/1998	013048658
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	04/03/1998	04/03/1998	1	09/02/1998	5E0306925
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				

316 316L	21/08/1997 ANNUAL RETURN - PROPRIETARY COMPANY	21/08/1997	4	01/08/1997	5E0226181
316 316L	03/10/1996 ANNUAL RETURN - PROPRIETARY COMPANY	03/10/1996	4	01/08/1996	5E0076815
203 203A	28/02/1996 NOTIFICATION OF CHANGE OF ADDRESS	28/02/1996	2	20/02/1996	009679867
106 106	09/02/1996 NOTICE OF CANCELLATION OR REVOCATION OF A LODGED DOCUMENT Cancels 010 709 432	12/02/1996	1	09/02/1996	010172571
203 203A	01/02/1996 NOTIFICATION OF CHANGE OF ADDRESS	02/02/1996	1	01/02/1996	010712871
304 304A	01/02/1996 NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY	02/02/1996	2	23/01/1996	010712873
215 215	25/01/1996 NOTIFICATION OF INITIAL APPOINTMENT OF OFFICEHOLDERS Cancelled by 010 172 571	12/02/1996	0	16/01/1996	010709432
245 245	24/01/1996 CERTIFICATE OF REGISTRATION ON CHANGE OF NAME	24/01/1996	1	24/01/1996	010171886
215 215	23/01/1996 NOTIFICATION OF INITIAL APPOINTMENT OF OFFICEHOLDERS	29/01/1996	1	16/01/1996	010712444
205 205A	23/01/1996 NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME	23/01/1996	1	22/01/1996	010712443
204 204	16/01/1996 CERTIFICATE OF REGISTRATION DIVISION 1 PT 2.2	16/01/1996	1	16/01/1996	010712318
201 201C	16/01/1996 APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY	16/01/1996	8	16/01/1996	010712317

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	ARWON FINANCE PTY LTD
ABN	78072486643
ACN	072486643
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	44 Credit Enquiries	 External Administration
 No Registered Defaults	 No Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	3 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

ABR Data

Main Name	ARWON FINANCE PTY LTD
ABN	78 072 486 643
Registered Date	22-05-2000
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Not currently registered for GST
Main Physical Address	WA 6005 (from 01-11-2021)
ABN Last Updated	01-11-2021

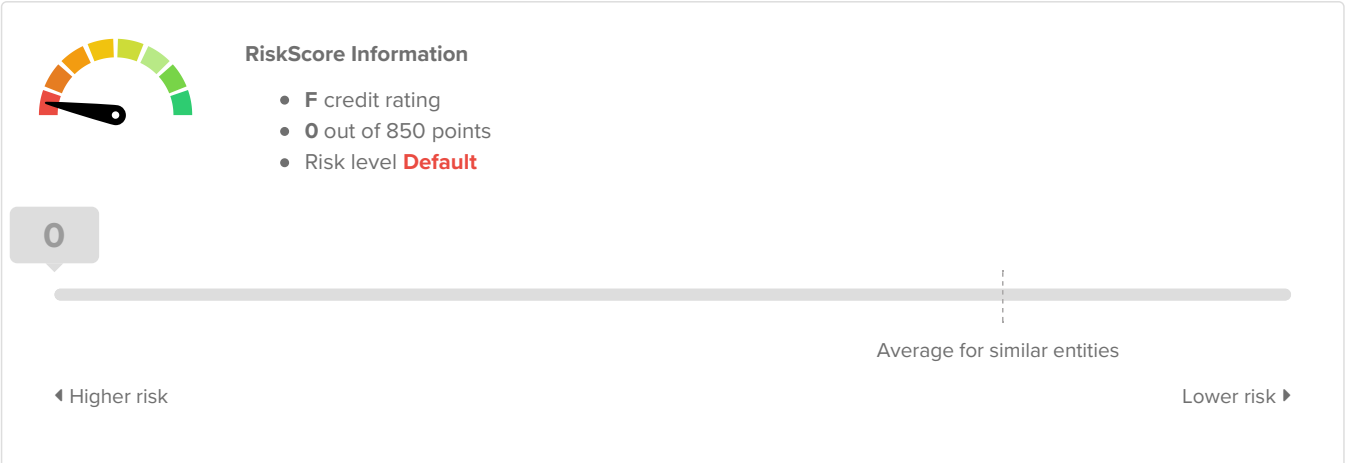
ASIC Data

Name	ARWON FINANCE PTY LTD
Registered Office Address	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
ACN	072 486 643
Registered Date	16-01-1996
Next Review Date	16-01-2025
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Financial and Insurance Services Finance Non-Depository Financing Non-Depository Financing
NACE Classification	Financial leasing Other credit granting Other financial service activities, except insurance and pension funding n.e.c.

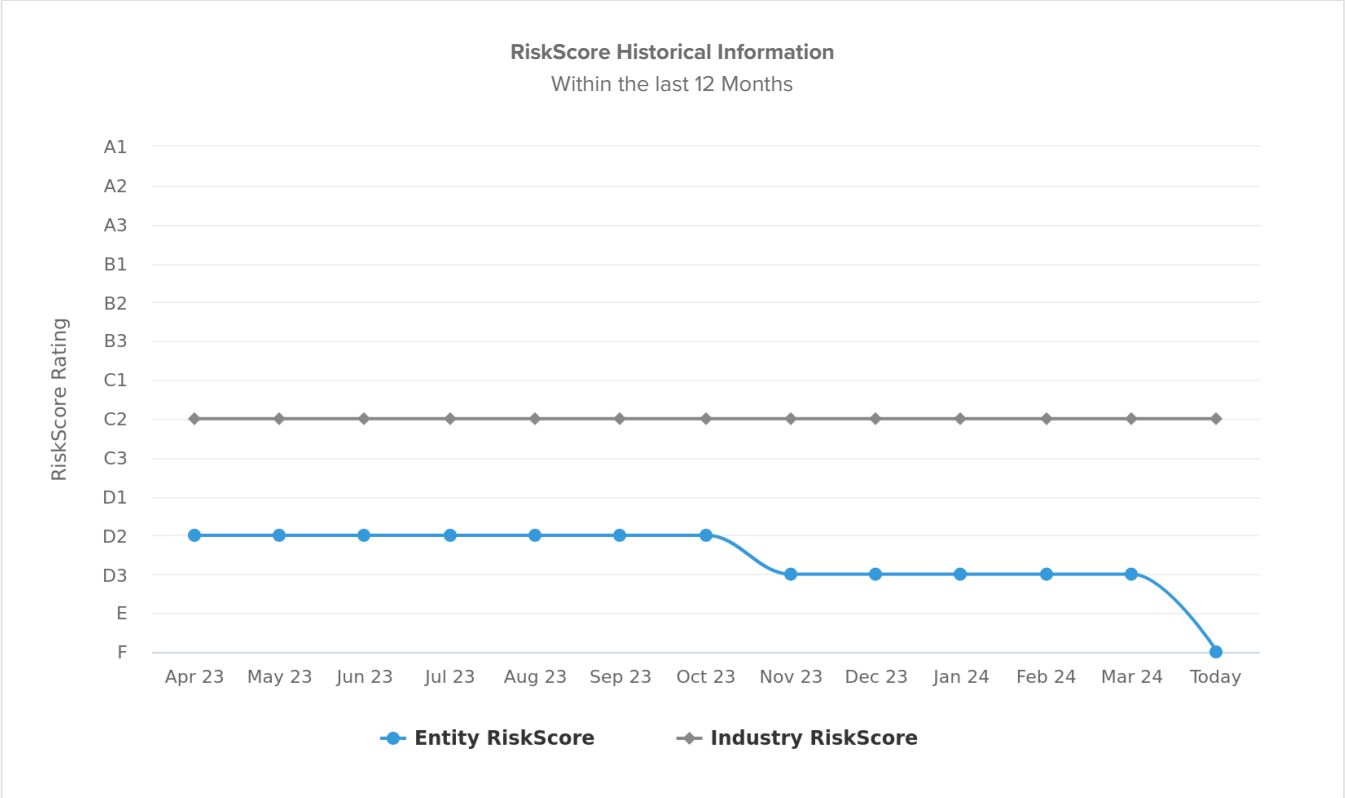
RiskScore



F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade
Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch’s extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is “probability of default”?
This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	10
Financial and Insurance Services (K)	7
Manufacturing (C)	1
Total Enquiries (within the last 12 months)	18


Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Financial and Insurance Services (K)	08-04-2024
Manufacturing (C)	05-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	02-04-2024
Information Media and Telecommunications (J)	26-03-2024
Financial and Insurance Services (K)	26-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-02-2024
Financial and Insurance Services (K)	15-01-2024
Financial and Insurance Services (K)	02-11-2023
Information Media and Telecommunications (J)	24-10-2023
Financial and Insurance Services (K)	10-10-2023
Information Media and Telecommunications (J)	26-09-2023
Financial and Insurance Services (K)	08-06-2023
Financial and Insurance Services (K)	26-05-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
16-01-1996	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

GST Status Changes

Change Date	GST Status
31-10-2018	Not Registered for GST (Current status)
23-05-2018	Registered for GST
31-12-2017	Not Registered for GST
01-07-2000	Registered for GST

i An ABN can either be registered for GST, or not currently registered for GST. This section identifies if there have been any changes to the entity's GST registration, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
ARWON FINANCE PTY LTD	Main Name	ABR
WILSON & ATKINSON FINANCE PTY LTD	Former Name	ASIC

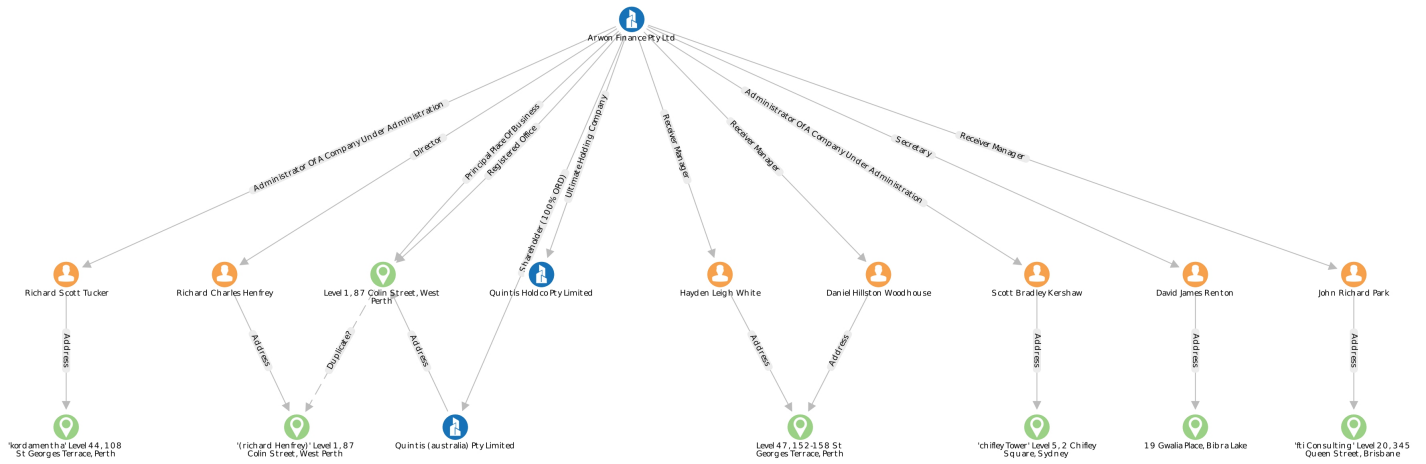
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: ARWON FINANCE PTY LTD ACN 072 486 643
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



InfoTrack shall not be liable to the User in negligence or otherwise in respect of anything done, omitted, modified or done by the User in reliance in whole or in part on the Service including any assistance or demonstration provided to the User by InfoTrack and InfoTrack's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	12/04/2024
ACN	080 978 721
ABN	84 080 978 721
Current Name	QUINTIS LEASING PTY LTD
Registered In	Western Australia
Registration Date	05/12/1997
Review Date	05/12/2024
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	20/12/2023
Name	QUINTIS LEASING PTY LTD
Name Start Date	17/03/2017
Status	** Under External Administration And/Or Controller Appointed **
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD1	ORDINARY SHARES	2000	\$2,000.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

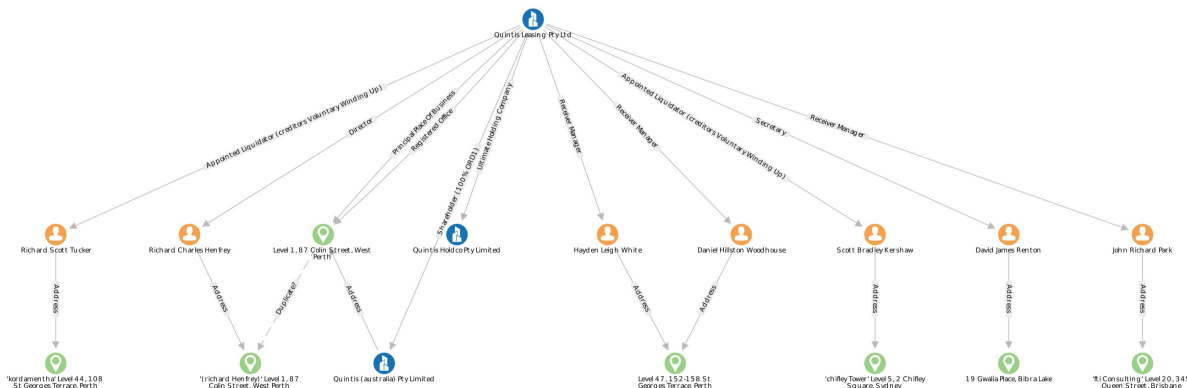


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 12 Mercantile Enquiries 0 Credit Enquiries 49

REVEAL - Company Visualisation

[Go to full workspace](#)



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ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 080 978 721 QUINTIS LEASING PTY LTD -

ACN (Australian Company Number):	080 978 721	Document No.
ABN:	84 080 978 721	
Current Name:	QUINTIS LEASING PTY LTD	
Registered in:	Western Australia	
Registration Date:	05/12/1997	
Review Date:	05/12/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	QUINTIS LEASING PTY LTD
Name Start Date:	17/03/2017
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP54000
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	

<u>Principal Place of Business</u>		7EAP54000
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	16/09/2019	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: RICHARD CHARLES HENFREY 031055598
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68448
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34234
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58968
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58968
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58968
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Appointed Liquidator (Creditors Voluntary Winding Up)

Name: RICHARD SCOTT TUCKER 7ECP75946
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 06/03/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECP75946
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 06/03/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY SHARES 0E8743564
Number of Shares Issued: 2000 (AR 2002)
Total Amount Paid / Taken to be Paid: \$2,000.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD1 **Number Held:** 2000 7EAP62848
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: QUINTIS (AUSTRALIA) PTY LIMITED

ACN: 626 970 821
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding: No
Abn: 54 626 970 821

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
 This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
5603 5603K	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR	05/04/2024	05/04/2024	5	7ECQ76426
504 504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER	05/04/2024	10/04/2024	0	032017910
505 505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER	02/04/2024	02/04/2024	4	7ECQ58968
5011 5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A	20/03/2024	20/03/2024	17	7ECQ12777
509D 509DA	NOTICE UNDER S.446A OF SPECIAL RESOLUTION TO WIND UP COMPANY RESOLVED THAT COMPANY BE WOUND UP UNDER 439C(C)	13/03/2024	13/03/2024	2	7ECP81033
505 505J	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR (CREDITORS' VOLUNTARY WINDING UP)	13/03/2024	13/03/2024	2	7ECP75946
530 530A	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT	29/02/2024	29/02/2024	95	7ECP22119
5011 5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A	18/01/2024	18/01/2024	9	7ECN60058
506 506L	NOTIFICATION OF CHANGE OF ADDRESS OF NOTIFICATION OF CHANGE OF ADDRESS OF AN EXTERNAL ADMINISTRATOR OR CONTROLLER OR SCHEME ADMINISTRATOR	15/01/2024	15/01/2024	4	7ECN41570
531 531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI	08/01/2024	08/01/2024	5	7ECN19730

507	04/01/2024	05/01/2024	13	030853925
507K	REPORT ON COMPANY ACTIVITIES AND PROPERTY FROM ADMINISTRATOR S.438B(2A)			
505	20/12/2023	20/12/2023	2	7ECM94049
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			
5603	30/11/2018	30/11/2018	11	7EAG70070
5603F	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER			
5603	15/11/2018	15/11/2018	6	7EAG12154
5603J	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT			
5056	12/11/2018	16/11/2018	2	030327431
5056	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE			
505	02/11/2018	02/11/2018	2	7EAF70538
505L	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT			
5603	01/11/2018	01/11/2018	4	7EAF67518
5603L	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT			
505	30/10/2018	30/10/2018	2	7EAF56256
505M	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT			
505	22/10/2018	22/10/2018	2	7EAF27811
505Z	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)			
505	08/10/2018	08/10/2018	2	7EAE83480
505C	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR			
C204	10/09/2018	13/09/2018	8	501524607
C204C	COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT			
5603	27/07/2018	27/07/2018	4	7EAC59921
5603K	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR			
5011	16/07/2018	16/07/2018	7	7EAC18514
5011A	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS,			

CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A

5047 5047A	04/07/2018	04/07/2018	123	7EAB82111
DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT				
505 505V	02/07/2018	02/07/2018	2	7EAB70343
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)				
5011 5011B	22/06/2018	22/06/2018	55	7EAB34826
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
5011 5011A	11/06/2018	11/06/2018	10	7EAA92544
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
530 530A	05/06/2018	05/06/2018	223	7EAA76528
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT				
507 507F	28/03/2018	28/03/2018	11	8E0038105
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	28/03/2018	28/03/2018	11	8E0038079
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	28/03/2018	28/03/2018	11	8E0038062
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	28/03/2018	28/03/2018	11	8E0038027
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507K	06/03/2018	06/03/2018	9	7E9968420
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				
507 507K	06/03/2018	06/03/2018	9	7E9968400
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				
507 507K	06/03/2018	06/03/2018	9	7E9968269
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				
507 507K	02/03/2018	02/03/2018	5	7E9959017
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				
507 507G	20/02/2018	20/02/2018	11	7E9922597
REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A				

RECEIVER/MANAGER

5011	14/02/2018	14/02/2018	43	7E9905115
5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555	12/02/2018	12/02/2018	3	7E9894077
555	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504	06/02/2018	06/02/2018	5	030225561
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531	05/02/2018	05/02/2018	8	7E9873369
531B	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531	24/01/2018	24/01/2018	8	7E9843372
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505	23/01/2018	23/01/2018	3	7E9835592
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505	22/01/2018	22/01/2018	2	7E9831007
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -**Notes:**

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	28/08/2023	28/08/2023	2	28/08/2023	7ECH73184
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	28/06/2022	28/06/2022	2	28/06/2022	7EBT82489
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	23/06/2022	23/06/2022	2	23/06/2022	7EBT68448
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A1	05/11/2020	07/11/2020	11	07/11/2020	031055598
	Change to Company Details Change Officeholder Name Or Address				
484 484E	20/03/2020	20/03/2020	3	20/03/2020	7EAU96902
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A2	23/09/2019	23/09/2019	2	23/09/2019	7EAP62848
	Change to Company Details Change Member Name or Address				
484 484 484B 484C	19/09/2019	19/09/2019	2	19/09/2019	7EAP54000
	Change to Company Details				
	Change of Registered Address				
	Change of Principal Place of Business (Address)				
484 484E	12/12/2018	12/12/2018	2	12/12/2018	7EAH03024
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484 484D 484N	21/11/2018	21/11/2018	3	21/11/2018	7EAG34234
	Change to Company Details				
	Change to Ultimate Holding Company				
	Changes to (Members) Share Holdings				
484 484E	14/11/2018	14/11/2018	2	14/11/2018	7EAG08402
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	02/07/2018	02/07/2018	2	02/07/2018	7EAB67523
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	28/02/2018	28/02/2018	2	28/02/2018	7E9950373
	Change to Company Details Appointment or Cessation of A Company Officeholder				

484	03/07/2017	03/07/2017	2	03/07/2017	7E9214964
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935615
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899570
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484A2	CHANGE MEMBER NAME OR ADDRESS				
205	13/03/2017	17/03/2017	3	08/03/2017	029332660
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
484	25/02/2015	25/02/2015	2	25/02/2015	7E6753372
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/02/2015	03/02/2015	2	03/02/2015	7E6696670
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563027
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	27/10/2014	27/10/2014	2	27/10/2014	7E6474093
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	24/10/2014	24/10/2014	2	24/10/2014	7E6470267
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340677
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037546
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/10/2013	01/10/2013	2	01/10/2013	7E5549436
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/01/2013	23/01/2013	3	23/01/2013	1F0493742
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

484 484E	03/10/2012	03/10/2012	2	03/10/2012	7E4760110
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A2	01/08/2012	01/08/2012	2	01/08/2012	7E4627214
	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484 484A1	27/07/2012	27/07/2012	2	27/07/2012	7E4619310
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	13/07/2012	13/07/2012	2	13/07/2012	7E4589487
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/06/2012	19/06/2012	3	19/06/2012	1F0409870
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222762
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222747
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	03/01/2012	03/01/2012	2	03/01/2012	7E4192294
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	03/01/2012	03/01/2012	2	03/01/2012	7E4192217
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	11/07/2011	11/07/2011	3	11/07/2011	7E3803275
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309 309A	22/06/2011	24/06/2011	94	21/06/2011	027650285
	NOTIFICATION OF DETAILS OF A CHARGE				
484 484C	12/04/2011	12/04/2011	2	12/04/2011	7E3602304
	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484 484B	26/10/2009	09/11/2009	3	26/10/2009	026056515
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484 484E	12/11/2007	13/11/2007	2	13/11/2007	024304604
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A				

COMPANY OFFICEHOLDER

309	03/05/2007	03/05/2007	38	02/05/2007	023323105
309A	NOTIFICATION OF DETAILS OF A CHARGE				
484	27/04/2007	15/05/2007	2	27/04/2007	023789118
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	21/11/2006	23/11/2006	4	23/11/2006	023270735
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
350	31/08/2006	04/09/2006	1	31/08/2006	020173740
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 022 939 849				
311	31/08/2006	04/09/2006	19	31/07/2006	020173736
311A	NOTIFICATION OF ASSIGNMENT OF CHARGE				
309	03/07/2006	04/07/2006	19	22/05/2006	022939849
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 173 740				
484	31/05/2006	01/06/2006	3	01/06/2006	022861590
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	08/03/2006	14/03/2006	4	14/03/2006	022705202
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2006	20/01/2006	3	20/01/2006	022681607
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	14/11/2005	16/11/2005	7	16/11/2005	022439209
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	23/06/2005	23/06/2005	2	23/06/2005	7E0415931
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	14/02/2005	14/02/2005	2	14/02/2005	7E0321049
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
902	23/12/2003	24/12/2003	2	27/10/2003	019769809
902	SUPPLEMENTARY DOCUMENT Alters 0E9 291 800				

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902	23/12/2003	24/12/2003	2	27/10/2003	019769808
902	SUPPLEMENTARY DOCUMENT Alters 019 701 388				
484	29/10/2003	29/10/2003	2	23/10/2003	0E9291799
484A	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291798
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	29/10/2003	29/10/2003	2	27/10/2003	0E9291800
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 809				
484	29/10/2003	30/10/2003	6	27/10/2003	019701388
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER Altered by 019 769 808				
316	08/04/2003	08/04/2003	3	22/01/2003	0E8743564
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
315	04/10/2002	21/10/2002	1	16/08/2002	018416911
315B	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR				
304	19/07/2002	22/07/2002	1	05/07/2002	0E7428049
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 018 318 743				
370	16/07/2002	23/07/2002	2	16/07/2002	018318743
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT Updates 0E7 428 049				
304	24/06/2002	25/06/2002	1	24/06/2002	0E7347448
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	14/06/2002	14/06/2002	1	14/06/2002	0E7329157
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
205	07/12/2001	12/12/2001	1	28/11/2001	017494988
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME				
316	23/11/2001	03/12/2001	3	16/11/2001	08097872L
316	ANNUAL RETURN				
316T	CHANGE TO PRINCIPAL PLACE OF BUSINESS				
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
203	31/10/2001	08/11/2001	1	29/10/2001	017682323

203A						
304	29/10/2001	02/11/2001	2	19/10/2001		017504815
304A						
304	10/04/2001	18/04/2001	2	02/04/2001		017302010
304C						
902	01/02/2001	02/02/2001	1	23/01/2001		5E0563480
902						
316	21/12/2000	02/02/2001	3	21/12/2000		0E5288612
316L						
106	31/08/2000	31/08/2000	1	31/08/2000		016310481
106						
106	31/08/2000	31/08/2000	1	31/08/2000		016310482
106						
106	31/08/2000	31/08/2000	1	31/08/2000		016310483
106						
106	31/08/2000	31/08/2000	1	31/08/2000		016310484
106						
106	31/08/2000	31/08/2000	1	31/08/2000		016310485
106						
207	29/08/2000	29/08/2000	1	10/12/1999		0E4770212
207						
207	24/08/2000	24/08/2000	1	10/12/1999		0E4755050
207						
207	24/08/2000	24/08/2000	1	10/12/1999		0E4755052
207						
207	24/08/2000	24/08/2000	1	10/12/1999		0E4755053
207						

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207	24/08/2000	24/08/2000	1	10/12/1999	0E4755054
207	NOTIFICATION OF SHARE ISSUE Cancelled by 016 310 485				
207	24/08/2000	24/08/2000	1	10/12/1999	0E4755051
207	NOTIFICATION OF SHARE ISSUE Cancelled by 016 310 482				
902	17/08/2000	04/09/2000	2	31/01/2000	016517264
902	SUPPLEMENTARY DOCUMENT Alters 0E4 219 163				
203	07/07/2000	10/07/2000	2	26/06/2000	0E4595584
203G	NOTIFICATION OF CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
203	07/07/2000	10/07/2000	2	26/06/2000	0E4595500
203A	NOTIFICATION OF CHANGE OF ADDRESS				
203	07/07/2000	10/07/2000	2	26/06/2000	0E4595529
203A	NOTIFICATION OF CHANGE OF ADDRESS				
309	20/03/2000	20/03/2000	42	07/02/2000	016302022
309A	NOTIFICATION OF DETAILS OF A CHARGE				
316	31/01/2000	27/03/2000	3	31/01/2000	0E4219163
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 016 517 264				
304	28/01/2000	29/01/2000	1	26/08/1999	0E4176994
304	NOTIFICATION OF				
304A	CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304C	CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
203	28/01/2000	29/01/2000	1	27/01/2000	0E4176975
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203G	CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
304	13/12/1999	17/12/1999	1	02/12/1999	0E3842242
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203	09/09/1999	09/09/1999	1	09/09/1999	0E3447423
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203G	CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
316	02/02/1999	02/02/1999	3	02/02/1999	0E2935332
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
304	07/12/1998	07/12/1998	1	26/11/1998	0E2557522

304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	14/09/1998	14/09/1998	1	02/09/1998	0E2273843
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	24/07/1998	27/07/1998	1	22/07/1998	0E2140687
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 0E2 140 668				
304	24/07/1998	27/07/1998	1	26/06/1998	0E2140685
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Updated by 0E2 140 665				
370	24/07/1998	27/07/1998	2	24/07/1998	0E2140668
370	NOTICE OF RETIREMENT OR RESIGNATION BY DIRECTOR OR SECRETARY Updates 0E2 140 687				
370	24/07/1998	27/07/1998	2	24/07/1998	0E2140665
370	NOTICE OF RETIREMENT OR RESIGNATION BY DIRECTOR OR SECRETARY Updates 0E2 140 685				
902	12/06/1998	24/06/1998	1	29/05/1998	0E2056136
902	SUPPLEMENTARY DOCUMENT Alters 0E2 039 349				
316	29/05/1998	15/06/1998	4	29/05/1998	0E2039349
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 0E2 056 136				
203	20/04/1998	20/04/1998	1	14/04/1998	0E1998868
203	NOTIFICATION OF				
203A	CHANGE OF ADDRESS				
203B	CHANGE OF OFFICE HOURS				
304	02/04/1998	02/04/1998	2	16/03/1998	013048659
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	24/12/1997	09/01/1998	2	05/12/1997	013397585
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
207	24/12/1997	09/01/1998	2	05/12/1997	013397586
207	NOTIFICATION OF ALLOTMENT OF SHARES				
203	24/12/1997	09/01/1998	1	29/12/1997	013397589
203A	NOTIFICATION OF CHANGE OF ADDRESS				
215	08/12/1997	09/12/1997	1	05/12/1997	013122122

215					
204	05/12/1997	05/12/1997	1	05/12/1997	013127966
204					
201	05/12/1997	05/12/1997	7	05/12/1997	013127957
201C					
215	05/12/1997	09/12/1997	1	05/12/1997	013135159
215					

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	QUINTIS LEASING PTY LTD
ABN	84080978721
ACN	080978721
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 <p>F / 0 Default Risk</p>	<p>49 Credit Enquiries</p>	 <p>External Administration</p>
 <p>No Registered Defaults</p>	 <p>No Court Actions</p>	 <p>No Mercantile Enquiries</p>
<p>12 ASIC Published Notices</p>	<p>9 Critical ASIC Documents</p>	 <p>Important Cross Directorships Not Available</p>

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

ABR Data

Main Name	QUINTIS LEASING PTY LTD
ABN	84 080 978 721
Registered Date	14-05-2000
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Registered for GST (from 01-07-2000)
Main Physical Address	WA 6005 (from 15-10-2021)
ABN Last Updated	15-10-2021

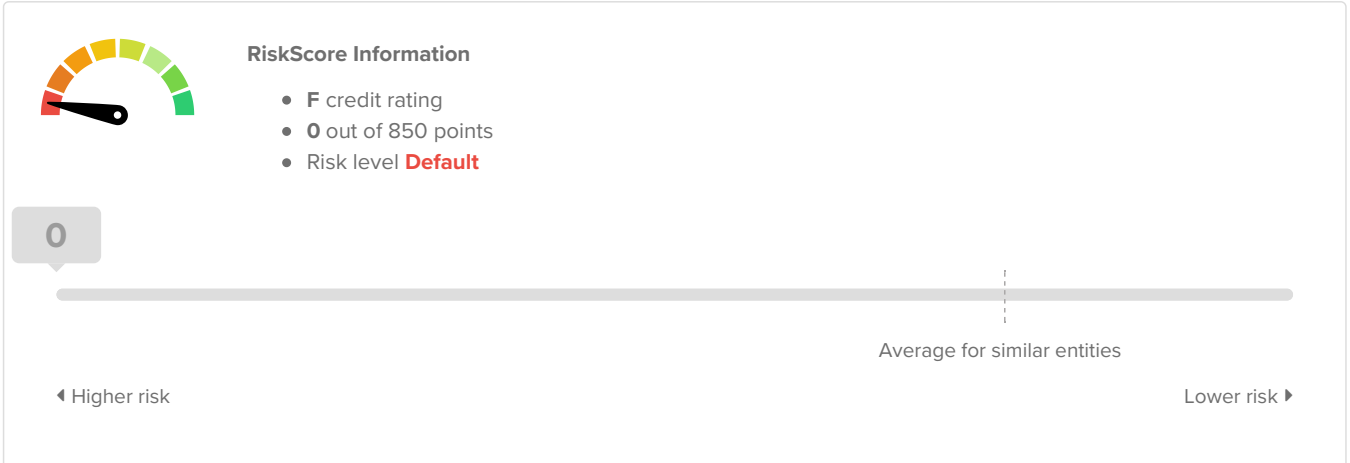
ASIC Data

Name	QUINTIS LEASING PTY LTD
Registered Office Address	LEVEL 187 COLIN STREET WEST PERTH WA 6005
ACN	080 978 721
Registered Date	05-12-1997
Next Review Date	05-12-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Wholesale Trade Other Goods Wholesaling Furniture, Floor Covering and Other Goods Wholesaling Other Goods Wholesaling n.e.c.
NACE Classification	Wholesale of grain, unmanufactured tobacco, seeds and animal feeds Wholesale of flowers and plants Wholesale of live animals Wholesale of hides, skins and leather Wholesale of fruit and vegetables Wholesale of meat and meat products Wholesale of dairy products, eggs and edible oils and fats Wholesale of beverages Wholesale of tobacco products Wholesale of sugar and chocolate and sugar confectionery Wholesale of coffee, tea, cocoa and spices Wholesale of other food, including fish, crustaceans and molluscs Non-specialised wholesale of food, beverages and tobacco Wholesale of textiles Wholesale of clothing and footwear Wholesale of electrical household appliances Wholesale of china and glassware and cleaning materials Wholesale of perfume and cosmetics Wholesale of pharmaceutical goods Wholesale of furniture, carpets and lighting equipment Wholesale of watches and jewellery Wholesale of other household goods Wholesale of machine tools Wholesale of mining, construction and civil engineering machinery Wholesale of machinery for the textile industry and of sewing and knitting machines Wholesale of office furniture Wholesale of other office machinery and equipment Wholesale of other machinery and equipment Wholesale of solid, liquid and gaseous fuels and related products Wholesale of wood, construction materials and sanitary equipment Wholesale of hardware, plumbing and heating equipment and supplies Wholesale of chemical products Wholesale of other intermediate products Wholesale of waste and scrap Non-specialised wholesale trade

RiskScore

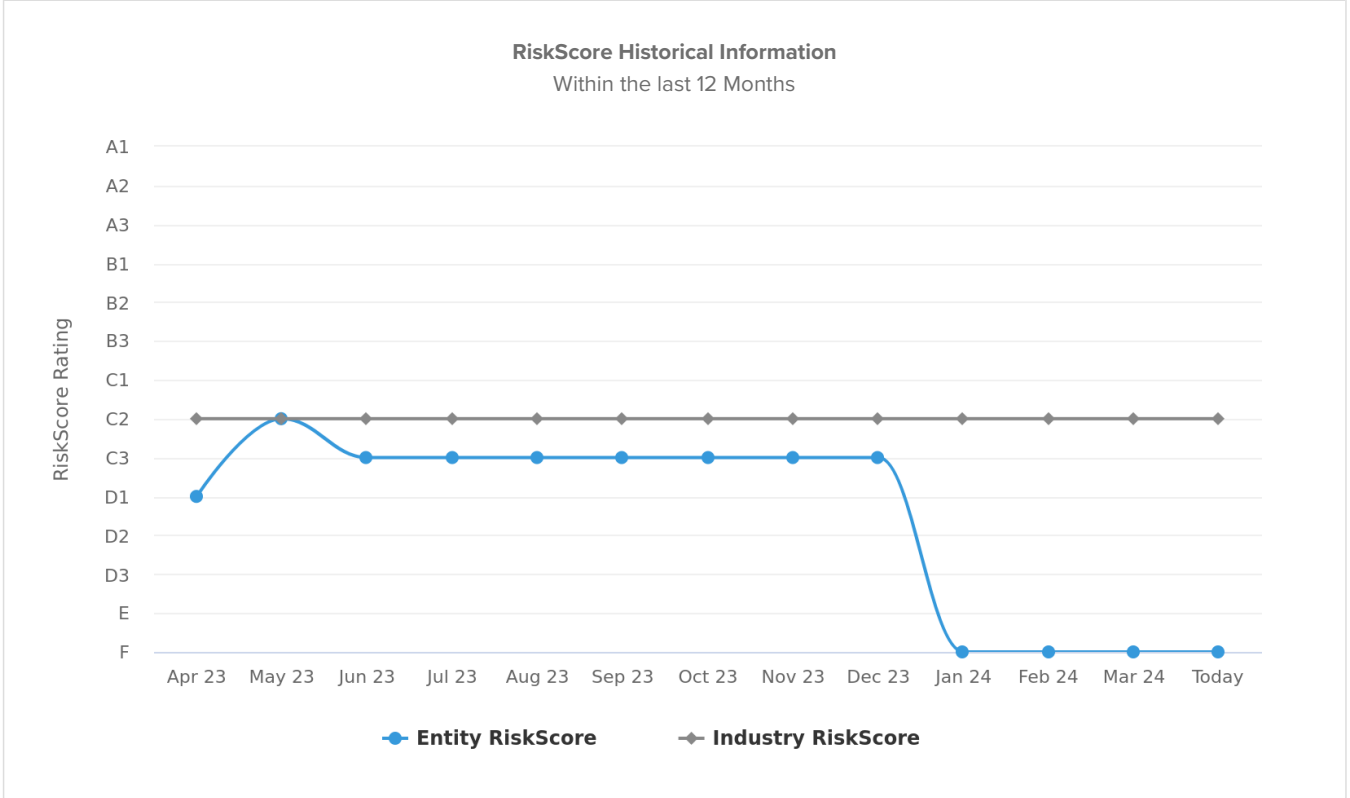


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch’s extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is “probability of default”?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	21
Financial and Insurance Services (K)	7
Professional, Scientific and Technical Services (M)	1
Transport, Postal and Warehousing (I)	1
Total Enquiries (within the last 12 months)	30

Enquiries Ordered by Date


Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Financial and Insurance Services (K)	08-04-2024
Information Media and Telecommunications (J)	04-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	26-03-2024
Financial and Insurance Services (K)	26-03-2024

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	18-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	04-03-2024
Information Media and Telecommunications (J)	01-03-2024
Information Media and Telecommunications (J)	27-02-2024
Information Media and Telecommunications (J)	26-02-2024
Information Media and Telecommunications (J)	22-02-2024
Information Media and Telecommunications (J)	20-02-2024
Information Media and Telecommunications (J)	10-02-2024
Information Media and Telecommunications (J)	08-02-2024
Information Media and Telecommunications (J)	30-01-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Information Media and Telecommunications (J)	16-01-2024
Financial and Insurance Services (K)	15-01-2024
Information Media and Telecommunications (J)	11-01-2024
Information Media and Telecommunications (J)	22-12-2023
Information Media and Telecommunications (J)	21-12-2023
Information Media and Telecommunications (J)	12-12-2023
Financial and Insurance Services (K)	02-11-2023
Financial and Insurance Services (K)	10-10-2023
Financial and Insurance Services (K)	08-06-2023
Financial and Insurance Services (K)	26-05-2023
Transport, Postal and Warehousing (I)	05-05-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
20-12-2023	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
05-12-1997	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
QUINTIS LEASING PTY LTD	Main Name	ABR
SANDALWOOD CONTRACTING PTY LTD	Former Name	ASIC
SANDALWOOD CONTRACTING PTY LTD	Main Name	ABR
T F S LEASING PTY LTD	Main Name	ABR
T.F.S. LEASING PTY LTD	Former Name	ASIC
T.F.S. LEASING PTY LTD	Main Name	ABR

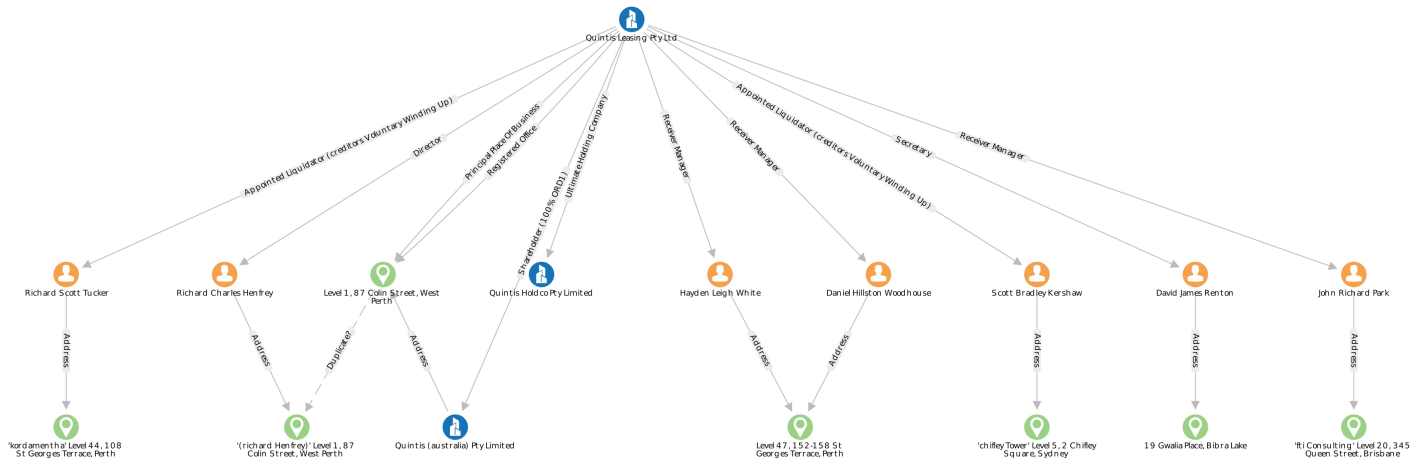
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: QUINTIS LEASING PTY LTD ACN 080 978 721
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/04/2024
 ACN 113 440 841
 ABN 50 113 440 841
 Current Name FIELDPARK PTY LTD
 Registered In South Australia
 Registration Date 18/03/2005
 Review Date 18/03/2025
 Company Type ACN (Australian Company Number)
 Current Directors 1
 Current Secretaries 1

Start Date 02/04/2024
 Name FIELDPARK PTY LTD
 Name Start Date 18/03/2005
 Status **** Under External Administration And/Or Controller Appointed ****
 Type Australian Proprietary Company
 Class Limited By Shares
 Sub Class Proprietary Company
 Disclosing Entity No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	10	\$100.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

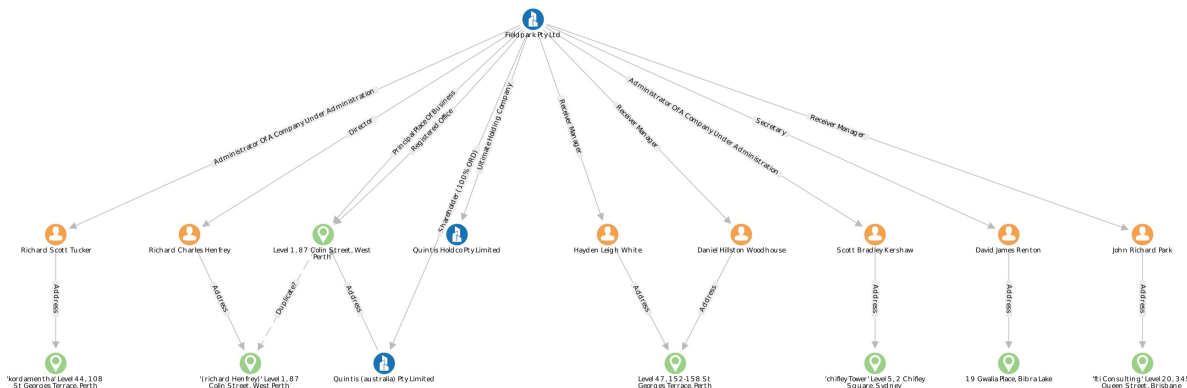


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 1 Mercantile Enquiries 0 Credit Enquiries 26

REVEAL - Company Visualisation

[Go to full workspace](#)



InfoTrack

www.infotrack.com.au
1800 738 524

ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 113 440 841 FIELDPARK PTY LTD -

ACN (Australian Company Number):	113 440 841	Document No.
ABN:	50 113 440 841	
Current Name:	FIELDPARK PTY LTD	
Registered in:	South Australia	
Registration Date:	18/03/2005	
Review Date:	18/03/2025	
Company Bounded By:		

- Current Organisation Details -

Name:	FIELDPARK PTY LTD
Name Start Date:	18/03/2005
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP54018
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	

<u>Principal Place of Business</u>		7EAP54018
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	16/09/2019	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: RICHARD CHARLES HENFREY 031055593
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68455
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34568
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58916
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58916
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58916
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ67942
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ67942
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY SHARES 021192905
Number of Shares Issued: 10
Total Amount Paid / Taken to be Paid: \$100.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 10 7EAP62824
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: QUINTIS (AUSTRALIA) PTY LIMITED

ACN: 626 970 821
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding: No
Abn: 54 626 970 821

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
 This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93225
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	10/04/2024	0	032017911
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ67942
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58916
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au. InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	28/08/2023	28/08/2023	2	28/08/2023	7ECH73229
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	28/06/2022	28/06/2022	2	28/06/2022	7EBT82748
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	23/06/2022	23/06/2022	2	23/06/2022	7EBT68455
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A1	05/11/2020	07/11/2020	11	07/11/2020	031055593
	Change to Company Details Change Officeholder Name Or Address				
484 484E	20/03/2020	20/03/2020	3	20/03/2020	7EAU96880
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484A2	23/09/2019	23/09/2019	2	23/09/2019	7EAP62824
	Change to Company Details Change Member Name or Address				
484 484 484B 484C	19/09/2019	19/09/2019	2	19/09/2019	7EAP54018
	Change to Company Details Change of Registered Address Change of Principal Place of Business (Address)				
484 484E	12/12/2018	12/12/2018	2	12/12/2018	7EAH03064
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484 484D 484N	21/11/2018	21/11/2018	3	21/11/2018	7EAG34568
	Change to Company Details Change to Ultimate Holding Company Changes to (Members) Share Holdings				
484 484E	14/11/2018	14/11/2018	2	14/11/2018	7EAG08443
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484N	04/09/2018	04/09/2018	2	04/09/2018	7EAD76918
	Change to Company Details Changes to (Members) Share Holdings				
484 484E	01/03/2018	01/03/2018	2	01/03/2018	7E9953658
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	03/04/2017	03/04/2017	2	03/04/2017	7E8935851
	Change to Company Details Appointment or Cessation of A				

Company Officeholder

484	22/03/2017	22/03/2017	2	22/03/2017	7E8899283
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340700
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037538
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	22/01/2013	23/01/2013	3	23/01/2013	1F0493741
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/10/2012	03/10/2012	2	03/10/2012	7E4760125
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	01/08/2012	01/08/2012	2	01/08/2012	7E4627168
484A2	Change to Company Details Change Member Name or Address				
484	27/07/2012	27/07/2012	2	27/07/2012	7E4619359
484A1	Change to Company Details Change Officeholder Name Or Address				
484	17/07/2012	17/07/2012	2	17/07/2012	7E4594382
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	18/06/2012	19/06/2012	3	19/06/2012	1F0409862
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222834
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222830
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192302
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192275

484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	11/07/2011	11/07/2011	2	11/07/2011	7E3803385
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
309	22/06/2011	24/06/2011	94	21/06/2011	027650279
309A	Notification of Details of a Charge				
312	22/06/2011	24/06/2011	2	22/06/2011	027644271
312A	Notification of Discharge				
484	12/04/2011	12/04/2011	2	12/04/2011	7E3602278
484C	Change to Company Details Change of Principal Place Of Business (Address)				
484	06/07/2010	06/07/2010	2	06/07/2010	7E3019030
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	26/10/2009	09/11/2009	3	26/10/2009	026056522
484B	Change to Company Details Change of Registered Address				
484	12/11/2007	13/11/2007	2	13/11/2007	024304601
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
350	29/10/2007	30/10/2007	1	29/10/2007	024151147
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 023 706 234				
309	30/05/2007	30/05/2007	31	30/05/2007	023706234
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 024 151 147				
309	03/05/2007	03/05/2007	38	02/05/2007	023323104
309A	NOTIFICATION OF DETAILS OF A CHARGE				
484	27/04/2007	30/04/2007	4	30/04/2007	023789115
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	21/11/2006	07/12/2006	4	21/11/2006	023270731
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	13/04/2006	18/04/2006	11	18/04/2006	022225539
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				

484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	18/04/2005	21/04/2005	8	21/04/2005	021192905
484	CHANGE TO COMPANY DETAILS				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484H	NOTIFICATION OF SHARE CANCELLATION - REDEEMABLE PREFERENCES				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Alters 021 362 159				
370	29/03/2005	05/04/2005	3	29/03/2005	021362159
370	NOTIFICATION BY OFFICEHOLDER OF RESIGNATION OR RETIREMENT				
	Altered by 021 192 905				
484	24/03/2005	30/03/2005	2	30/03/2005	021339557
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
201	18/03/2005	18/03/2005	3	18/03/2005	1E0762160
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	Fieldpark Pty Ltd
ABN	50113440841
ACN	113440841
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 <p>F / 0 Default Risk</p>	<p>26 Credit Enquiries</p>	 <p>External Administration</p>
 <p>No Registered Defaults</p>	 <p>No Court Actions</p>	 <p>No Mercantile Enquiries</p>
<p>1 ASIC Published Notices</p>	<p>3 Critical ASIC Documents</p>	 <p>Important Cross Directorships Not Available</p>

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Published Notice	High	There are ASIC published notices connected to this company
ASIC Status	High	The company is under external administration

ABR Data

Main Name	Fieldpark Pty Ltd
ABN	50 113 440 841
Registered Date	20-02-2007
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Registered for GST (from 31-01-2019)
Main Physical Address	WA 6005 (from 15-10-2021)
ABN Last Updated	15-10-2021

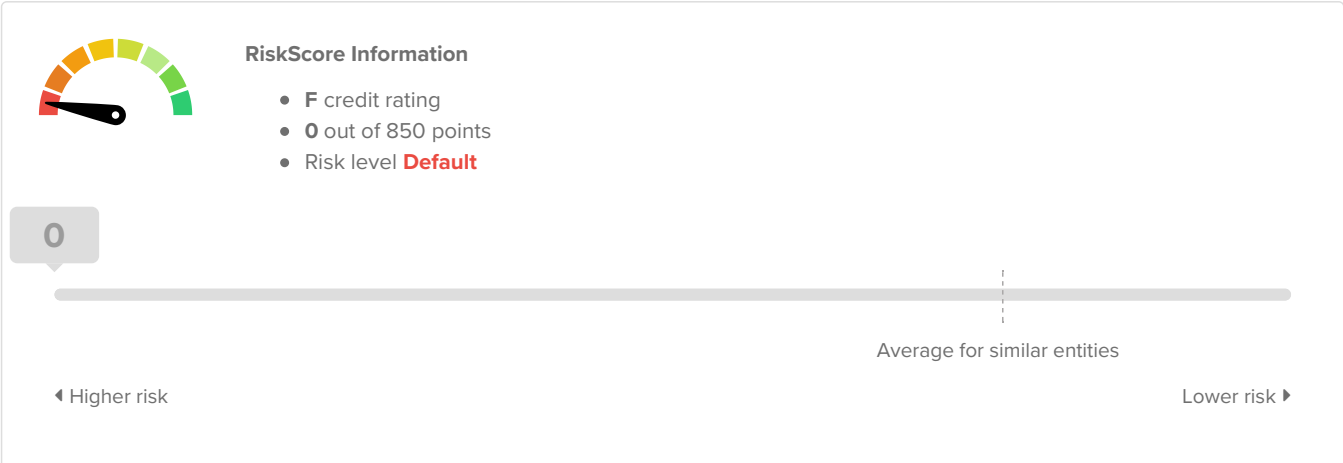
ASIC Data

Name	FIELDPARK PTY LTD
Registered Office Address	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
ACN	113 440 841
Registered Date	18-03-2005
Next Review Date	18-03-2025
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Arts and Recreation Services Heritage Activities Parks and Gardens Operations Nature Reserves and Conservation Parks Operation
NACE Classification	Botanical and zoological gardens and nature reserves activities

RiskScore

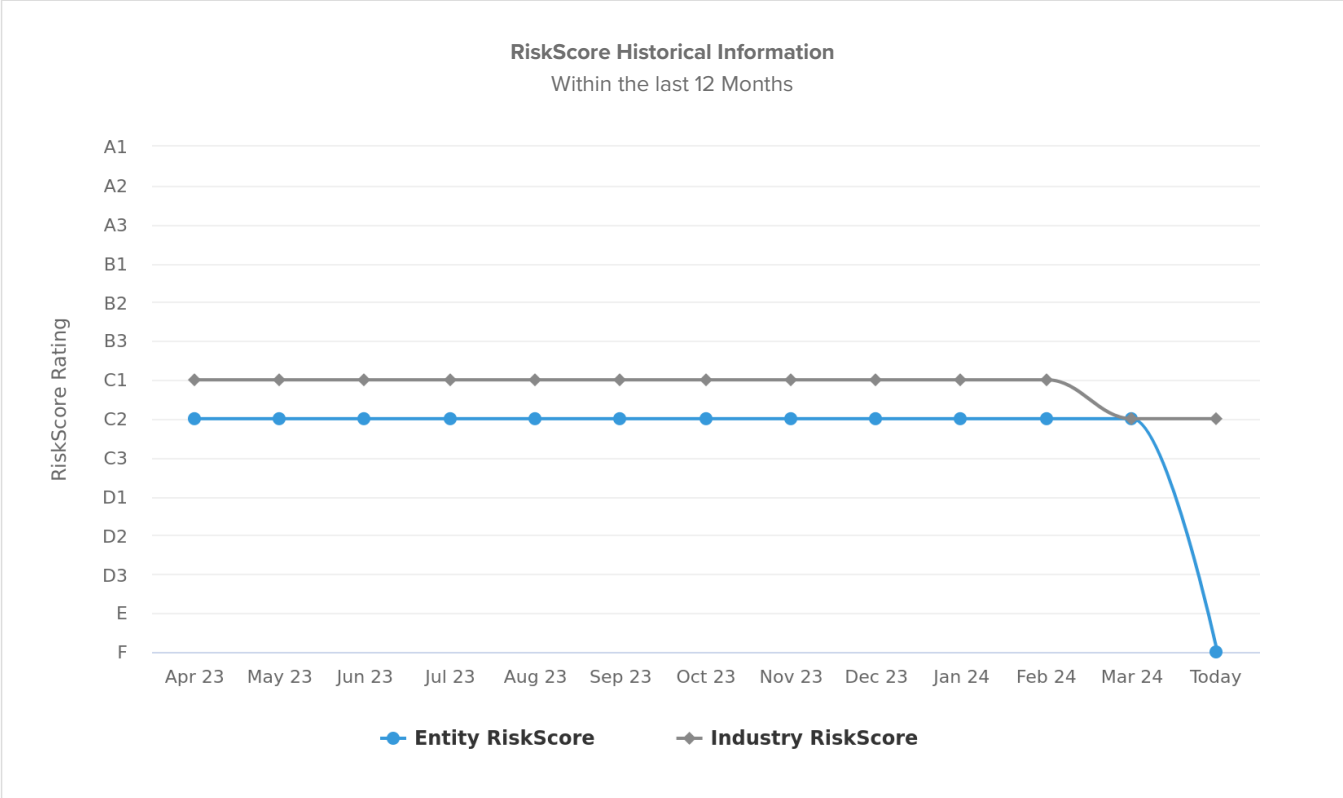


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch’s extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is “probability of default”?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	11
Manufacturing (C)	1
Total Enquiries (within the last 12 months)	12


Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Manufacturing (C)	05-04-2024
Information Media and Telecommunications (J)	04-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	02-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-03-2024
Information Media and Telecommunications (J)	19-10-2023
Information Media and Telecommunications (J)	28-08-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
18-03-2005	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
Fieldpark Pty Ltd	Main Name	ABR

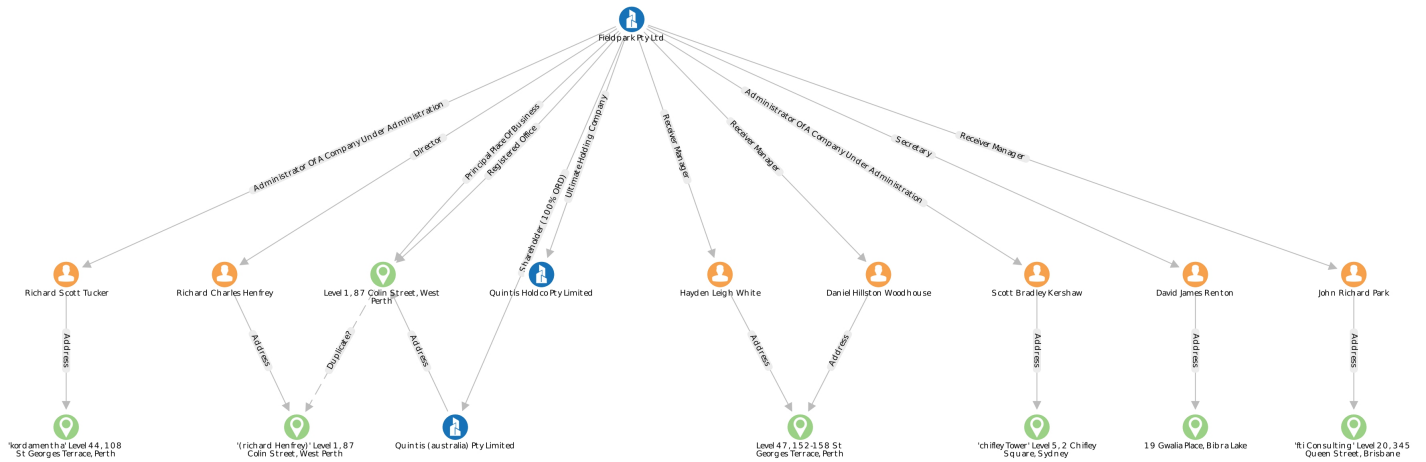
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: FIELDPARK PTY LTD ACN 113 440 841
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



InfoTrack shall not be liable to the User in negligence or otherwise in respect of anything done, omitted, modified or done by the User in reliance in whole or in part on the Service including any assistance or demonstration provided to the User by InfoTrack and InfoTrack's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/04/2024
 ACN 115 659 606
 ABN 71 115 659 606
 Current Name MT ROMANCE HOLDINGS PTY LTD
 Registered In Victoria
 Registration Date 08/08/2005
 Review Date 08/08/2024
 Company Type ACN (Australian Company Number)
 Current Directors 1
 Current Secretaries 1

Start Date 02/04/2024
 Name MT ROMANCE HOLDINGS PTY LTD
 Name Start Date 08/08/2005
 Status **** Under External Administration And/Or Controller Appointed ****
 Type Australian Proprietary Company
 Class Limited By Shares
 Sub Class Proprietary Company
 Disclosing Entity No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	100	\$100.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

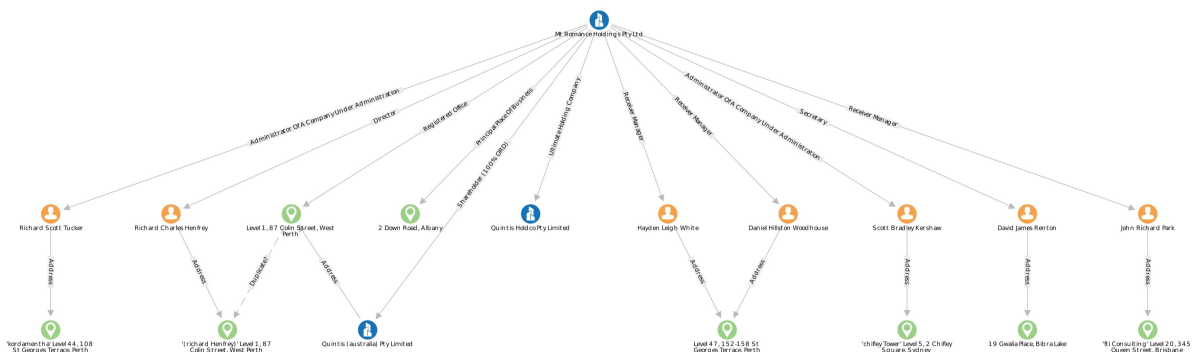


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 10 Mercantile Enquiries 0 Credit Enquiries 17

REVEAL - Company Visualisation

[Go to full workspace](#)



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ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 115 659 606 MT ROMANCE HOLDINGS PTY LTD -

ACN (Australian Company Number):	115 659 606	Document No.
ABN:	71 115 659 606	
Current Name:	MT ROMANCE HOLDINGS PTY LTD	
Registered in:	Victoria	
Registration Date:	08/08/2005	
Review Date:	08/08/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	MT ROMANCE HOLDINGS PTY LTD
Name Start Date:	08/08/2005
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP54010
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	
<u>Principal Place of Business</u>		023887344
Address:	2 DOWN ROAD ALBANY WA 6330	
Start Date:	01/06/2007	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: RICHARD CHARLES HENFREY 031055594
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68568
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34554
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58928
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58928
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58928
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ68036
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ68036
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY SHARES 1E1226674
Number of Shares Issued: 100
Total Amount Paid / Taken to be Paid: \$100.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 100 7EAP62834
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: QUINTIS (AUSTRALIA) PTY LIMITED

ACN: 626 970 821
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Joint Holding: No
Abn: 54 626 970 821

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
 This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93233
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	10/04/2024	0	032017912
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ68036
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58928
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
5603		30/11/2018	30/11/2018	7	7EAG70040
5603F	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER				
5603		15/11/2018	15/11/2018	6	7EAG12204
5603J	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT				
5056		12/11/2018	16/11/2018	2	030327434
5056	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE				
505		02/11/2018	02/11/2018	2	7EAF70551
505L	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT				
5603		01/11/2018	01/11/2018	4	7EAF67546
5603L	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT				
505		30/10/2018	30/10/2018	2	7EAF56336
505M	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT				

505 505Z	22/10/2018	22/10/2018	2	7EAF27775
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)				
505 505C	08/10/2018	08/10/2018	2	7EAE83372
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR				
C204 C204C	10/09/2018	13/09/2018	8	501524609
COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT				
5603 5603K	27/07/2018	27/07/2018	4	7EAC59896
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR				
5011 5011A	16/07/2018	16/07/2018	7	7EAC18477
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
5047 5047A	04/07/2018	04/07/2018	123	7EAB82099
DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT				
505 505V	02/07/2018	02/07/2018	2	7EAB70293
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)				
5011 5011B	22/06/2018	22/06/2018	55	7EAB34872
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
5011 5011A	11/06/2018	11/06/2018	10	7EAA92555
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
530 530A	05/06/2018	05/06/2018	223	7EAA76504
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT				
507 507F	28/03/2018	28/03/2018	9	8E0038077
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	28/03/2018	28/03/2018	9	8E0038058
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507K	06/03/2018	06/03/2018	7	7E9968348
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				

507 507K	06/03/2018	06/03/2018	7	7E9968190
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507G	20/02/2018	20/02/2018	9	7E9922595
	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011 5011B	14/02/2018	14/02/2018	43	7E9905105
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555 555	12/02/2018	12/02/2018	3	7E9894046
	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504 504B	06/02/2018	06/02/2018	5	030225559
	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531 531B	05/02/2018	05/02/2018	8	7E9873406
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531 531A	24/01/2018	24/01/2018	8	7E9843364
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505 505B	23/01/2018	23/01/2018	3	7E9835623
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505 505U	22/01/2018	22/01/2018	2	7E9830950
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	28/08/2023	28/08/2023	2	28/08/2023	7ECH73414
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	28/06/2022	28/06/2022	2	28/06/2022	7EBT82803
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	23/06/2022	23/06/2022	2	23/06/2022	7EBT68568
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A1	05/11/2020	07/11/2020	11	07/11/2020	031055594
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	20/03/2020	20/03/2020	3	20/03/2020	7EAU96894
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A2	23/09/2019	23/09/2019	2	23/09/2019	7EAP62834
	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484 484B	19/09/2019	19/09/2019	2	19/09/2019	7EAP54010
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
389 389B	07/06/2019	18/06/2019	2	07/06/2019	030611310
	ANNUAL NOTICE BY WHOLLY-OWNED ENTITY ANNUAL NOTICE BY WHOLLY-OWNED ENTITY - COMPANIES				
351 351	07/06/2019	18/06/2019	20	07/06/2019	030611308
	DEED RELATING TO CLASS ORDER				
353 353	07/06/2019	18/06/2019	6	07/06/2019	030611309
	NOTICE OF DISPOSAL RELATING TO CLASS ORDER				
484 484E	12/12/2018	12/12/2018	2	12/12/2018	7EAH03247
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484D 484N	21/11/2018	21/11/2018	3	21/11/2018	7EAG34554
	CHANGE TO COMPANY DETAILS CHANGE TO ULTIMATE HOLDING COMPANY CHANGES TO (MEMBERS) SHARE HOLDINGS				

484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08416
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	28/02/2018	28/02/2018	2	28/02/2018	7E9950359
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/07/2017	20/07/2017	2	20/07/2017	7E9277684
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935745
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899691
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484A2	CHANGE MEMBER NAME OR ADDRESS				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563041
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340705
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037567
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/01/2013	23/01/2013	3	23/01/2013	1F0493745
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
351	29/10/2012	31/10/2012	18	29/10/2012	028240735
351	DEED RELATING TO CLASS ORDER				
484	03/10/2012	03/10/2012	2	03/10/2012	7E4760139
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	01/08/2012	01/08/2012	2	01/08/2012	7E4627330
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	27/07/2012	27/07/2012	2	27/07/2012	7E4619330
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				

484 484E	13/07/2012	13/07/2012	2	13/07/2012	7E4589712
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/06/2012	19/06/2012	3	19/06/2012	1F0409867
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222843
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222839
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	03/01/2012	03/01/2012	2	03/01/2012	7E4192280
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	11/07/2011	11/07/2011	2	11/07/2011	7E3803429
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	11/07/2011	11/07/2011	2	11/07/2011	7E3803402
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309 309A	22/06/2011	24/06/2011	94	21/06/2011	027650281
	NOTIFICATION OF DETAILS OF A CHARGE				
315 315B	31/01/2011	31/01/2011	1	12/01/2009	027198113
	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR				
343 343	31/01/2011	31/01/2011	2	31/01/2011	027198112
	NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR				
484 484E	26/05/2010	26/05/2010	2	26/05/2010	7E2918831
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484B	26/10/2009	26/10/2009	3	26/10/2009	026056520
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484 484E	17/09/2009	18/09/2009	9	18/09/2009	025858337
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309 309A	10/11/2008	10/11/2008	39	07/11/2008	7E1895011
	NOTIFICATION OF DETAILS OF A CHARGE				

2601	24/10/2008	07/11/2008	1	05/12/2008	025246157
2601	NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE				
2602	17/10/2008	05/11/2008	4	17/10/2008	025123256
2602A	NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY COMPANY'S OWN MEMBERS				
484	19/09/2008	07/10/2008	17	19/09/2008	024943128
484	CHANGE TO COMPANY DETAILS				
484D	CHANGE TO ULTIMATE HOLDING COMPANY				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
350	04/10/2007	04/10/2007	1	04/10/2007	023197753
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE				
	Alters 023 910 071				
A104	21/08/2007	21/08/2007	2	21/08/2007	023899367
A104	SUPPLEMENTARY PAGES TO IMAGED DOCUMENT				
	Alters 024 006 313				
484	02/08/2007	02/08/2007	2	02/08/2007	7E1225022
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	02/08/2007	02/08/2007	2	02/08/2007	7E1225014
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	02/08/2007	02/08/2007	2	31/07/2007	1E3499280
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	26/07/2007	08/08/2007	6	30/07/2007	024006313
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Altered by 023 899 367				
484	03/07/2007	04/07/2007	5	04/07/2007	023946497
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309	29/06/2007	05/07/2007	24	01/06/2007	023910071
309A	NOTIFICATION OF DETAILS OF A CHARGE				
	Altered by 023 197 753				
484	21/06/2007	04/07/2007	11	21/06/2007	023887344
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
388	04/04/2007	11/05/2007	35	30/06/2006	023659468
388	FINANCIAL REPORT				
388E	COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR				
388H	FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
484	15/03/2007	15/03/2007	2	13/02/2007	1E3010442
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	15/03/2007	15/03/2007	3	23/02/2007	1E3010443
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	27/12/2006	27/12/2006	2	12/12/2006	1E2802054
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484A2	CHANGE MEMBER NAME OR ADDRESS				
350	03/10/2005	03/10/2005	1	03/10/2005	020355992
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 021 621 077				
350	03/10/2005	03/10/2005	1	03/10/2005	020355991
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 021 629 510				
309	13/09/2005	14/09/2005	20	16/08/2005	021621077
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 355 992				
309	12/09/2005	12/09/2005	30	16/08/2005	021629510
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 355 991				
201	08/08/2005	08/08/2005	3	08/08/2005	1E1226674
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

- Financial Reports -

Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held	Outstanding No
023659468	30/06/2006	30/11/2006	//	//	//	No

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	MT ROMANCE HOLDINGS PTY LTD
ABN	71115659606
ACN	115659606
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	17 Credit Enquiries	 External Administration
 No Registered Defaults	 No Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	3 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

ABR Data

Main Name	MT ROMANCE HOLDINGS PTY LTD
ABN	71 115 659 606
Registered Date	08-08-2005
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Registered for GST (from 08-08-2005)
Main Physical Address	WA 6005 (from 15-10-2021)
ABN Last Updated	15-10-2021

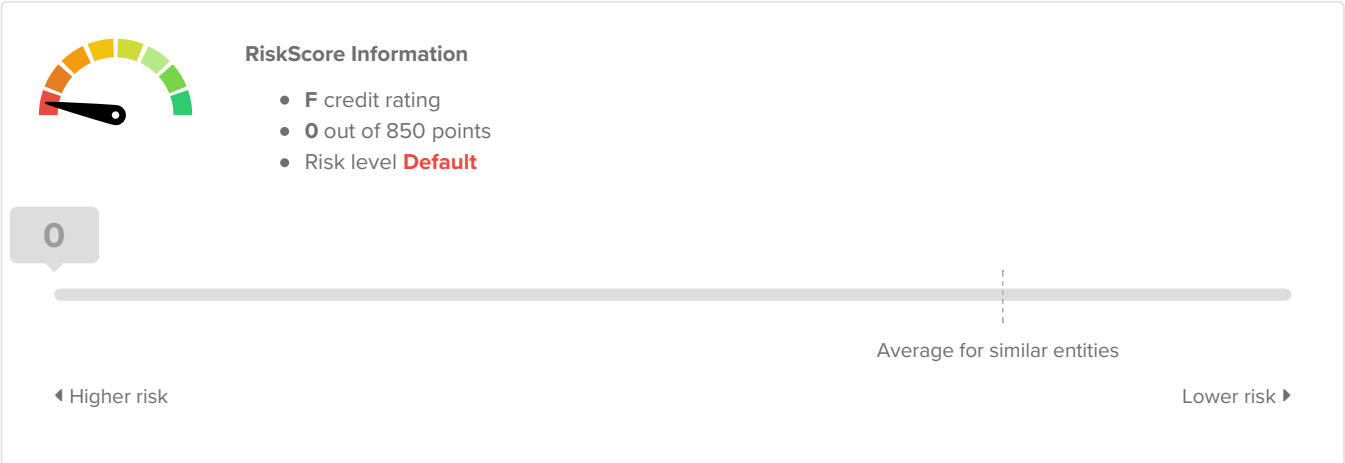
ASIC Data

Name	MT ROMANCE HOLDINGS PTY LTD
Registered Office Address	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
ACN	115 659 606
Registered Date	08-08-2005
Next Review Date	08-08-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Manufacturing Basic Chemical and Chemical Product Manufacturing Cleaning Compound and Toiletry Preparation Manufacturing Cosmetic and Toiletry Preparation Manufacturing
NACE Classification	Manufacture of soap and detergents, cleaning and polishing preparations Manufacture of perfumes and toilet preparations

RiskScore

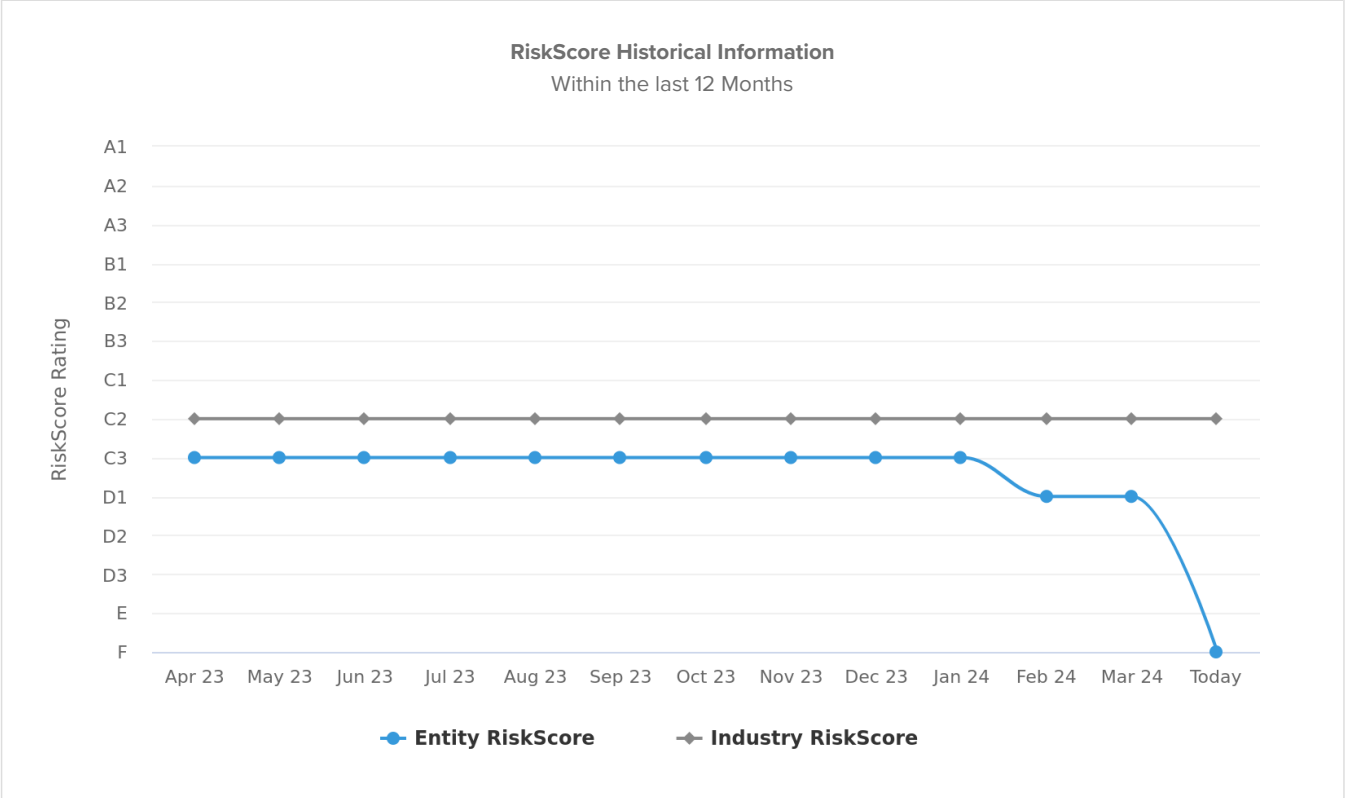


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch's extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is "probability of default"?

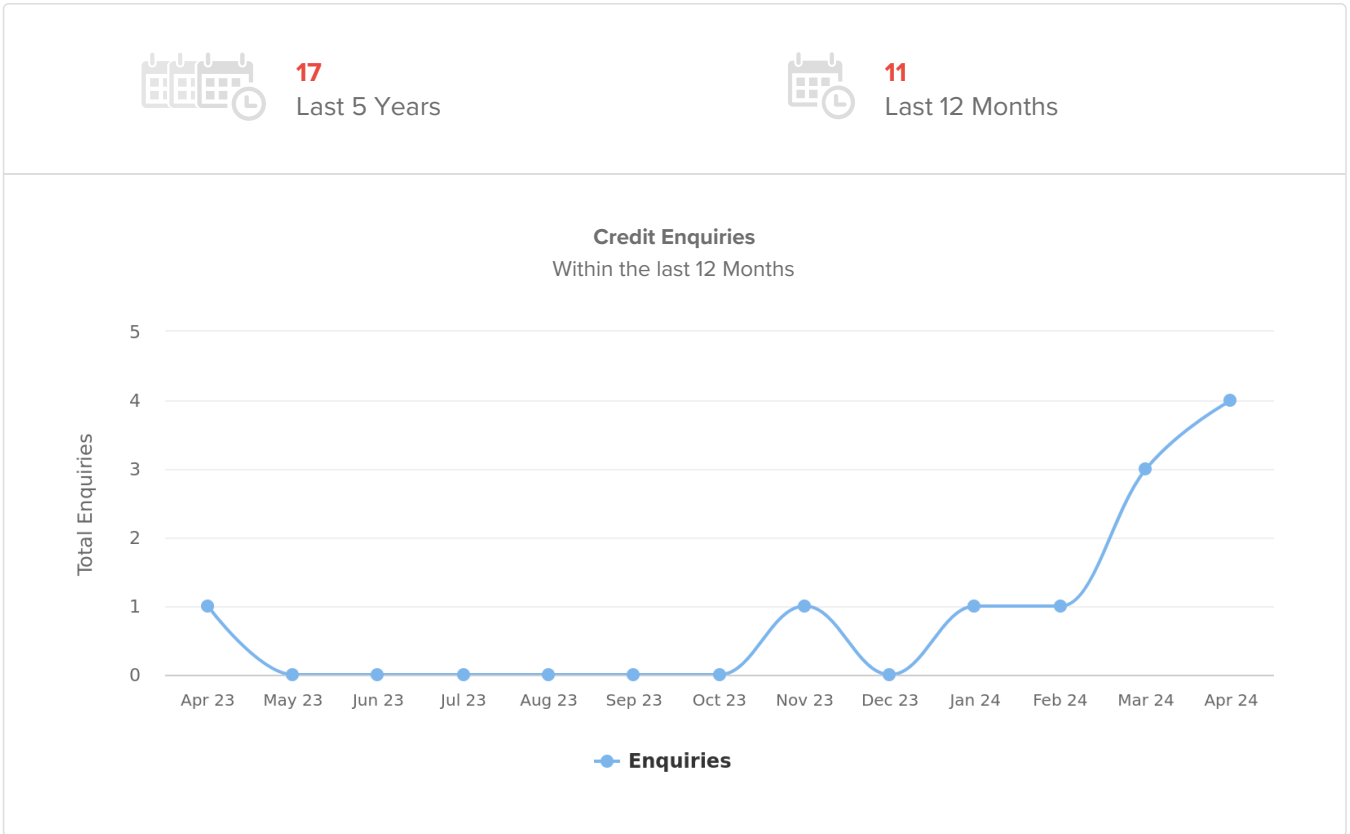
This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	8
Financial and Insurance Services (K)	2
Professional, Scientific and Technical Services (M)	1
Total Enquiries (within the last 12 months)	11


Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Information Media and Telecommunications (J)	03-04-2024
Financial and Insurance Services (K)	03-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-02-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Financial and Insurance Services (K)	02-11-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
MT ROMANCE HOLDINGS PTY LTD	Main Name	ABR
MT ROMANCE HOLDINGS PTY LTD	Main Name	ABR
MT ROMANCE HOLDINGS PTY LTD (RECEIVER/MANAGER APPOINTED - FULL CONTROL)	Main Name	ABR

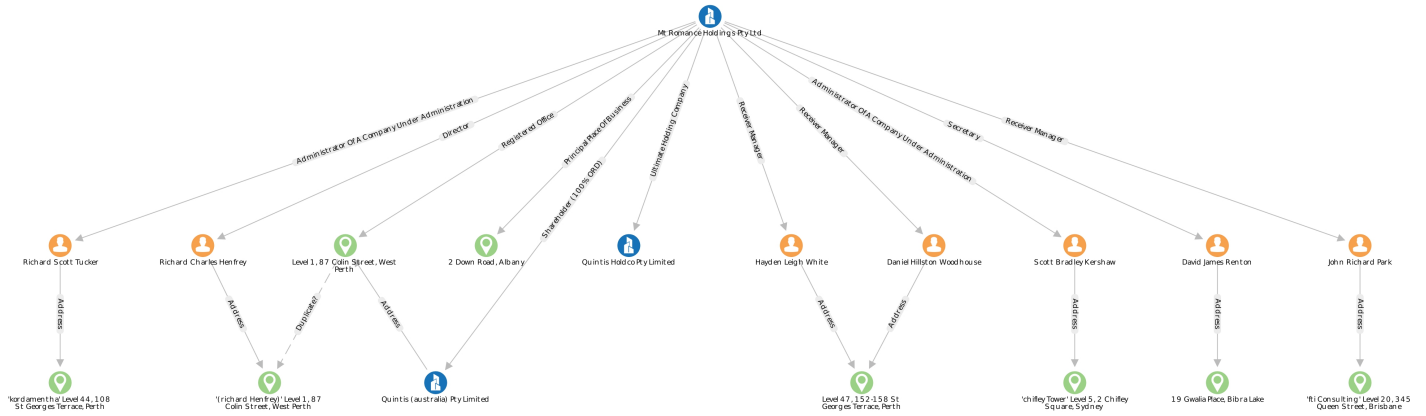
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: MT ROMANCE HOLDINGS PTY LTD ACN 115 659 606
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	12/04/2024
ACN	060 122 698
ABN	62 060 122 698
Current Name	QUINTIS SANDALWOOD PTY LTD
Registered In	Western Australia
Registration Date	13/05/1993
Review Date	29/06/2024
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	02/04/2024
Name	QUINTIS SANDALWOOD PTY LTD
Name Start Date	04/08/2020
Status	** Under External Administration And/Or Controller Appointed **
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARE	150596	\$4,020,913.20

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

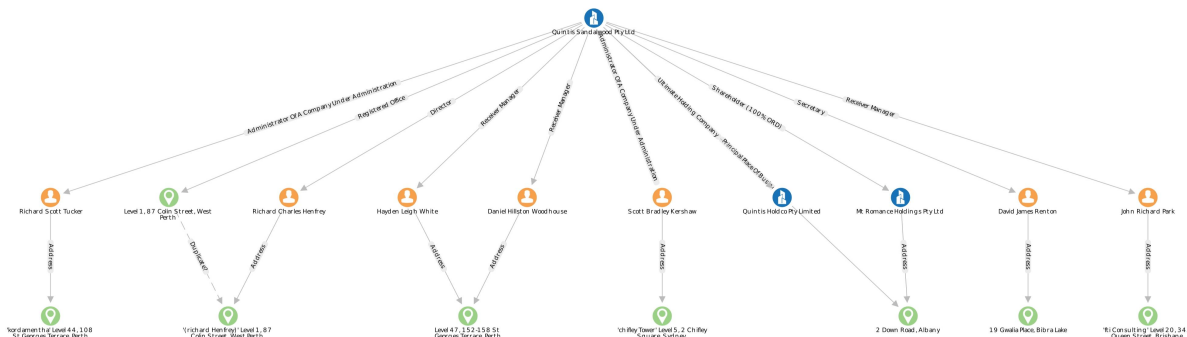


Risk Data Summary

Court Judgments 1 Payment Defaults 0 Insolvency Notices 10 Mercantile Enquiries 0 Credit Enquiries 91

REVEAL - Company Visualisation

[Go to full workspace](#)



InfoTrack

www.infotrack.com.au
1800 738 524

ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 060 122 698 QUINTIS SANDALWOOD PTY LTD -

ACN (Australian Company Number):	060 122 698	Document No.
ABN:	62 060 122 698	
Current Name:	QUINTIS SANDALWOOD PTY LTD	
Registered in:	Western Australia	
Registration Date:	13/05/1993	
Review Date:	29/06/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	QUINTIS SANDALWOOD PTY LTD
Name Start Date:	04/08/2020
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		7EAP54016
Address:	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005	
Start Date:	26/09/2019	
<u>Principal Place of Business</u>		023887347
Address:	2 DOWN ROAD ALBANY WA 6330	
Start Date:	01/06/2007	

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: RICHARD CHARLES HENFREY 031055600
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68561
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34558
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58963
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58963
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58963
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Name: DANIEL HILLSTON WOODHOUSE 7ECQ83344
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE
 PERTH WA 6000
Birth Details:
Appointment Date: 04/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ83344
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST
 GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 04/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ83344
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD
 4000
Birth Details:
Appointment Date: 04/04/2024
Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ68022
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ68022
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY SHARE 0E9956248
**Number of Shares
 Issued:** 150596

Total Amount Paid / Taken to be Paid: \$4,020,913.20
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -**Current****- Holding -**

Class: ORD **Number Held:** 150596 **7E1190010**
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: MT ROMANCE HOLDINGS PTY LTD
ACN: 115 659 606
Address: 2 DOWN ROAD ALBANY WA 6330
Joint Holding: No
Abn: 71 115 659 606

- External Administration Documents -**Note:**

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93383
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505		08/04/2024	08/04/2024	4	7ECQ83344
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
504		05/04/2024	10/04/2024	0	032017913
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ68022
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

505 505B	02/04/2024	02/04/2024	4	7ECQ58963
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
5603 5603F	17/12/2018	20/12/2018	114	030486007
END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER				
5603 5603J	15/11/2018	15/11/2018	6	7EAG12672
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT				
5056 5056	12/11/2018	16/11/2018	2	030327435
NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE				
505 505L	02/11/2018	02/11/2018	2	7EAF70579
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT				
5603 5603L	01/11/2018	01/11/2018	4	7EAF67577
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT				
505 505M	30/10/2018	30/10/2018	2	7EAF56313
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT				
505 505Z	22/10/2018	22/10/2018	2	7EAF27786
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)				
505 505C	08/10/2018	08/10/2018	2	7EAE83349
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR				
C204 C204C	10/09/2018	13/09/2018	8	501524610
COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT				
5603 5603K	27/07/2018	27/07/2018	4	7EAC59898
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR				
5011 5011A	16/07/2018	16/07/2018	7	7EAC18482
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
5047 5047A	04/07/2018	04/07/2018	123	7EAB82089
DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT				

505 505V	02/07/2018	02/07/2018	2	7EAB70304
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)			
5011 5011B	22/06/2018	22/06/2018	55	7EAB34863
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
5011 5011A	11/06/2018	11/06/2018	10	7EAA92551
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A			
530 530A	05/06/2018	05/06/2018	223	7EAA76510
	VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT			
507 507F	28/03/2018	28/03/2018	51	8E0038746
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507F	28/03/2018	28/03/2018	51	8E0038699
	REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)			
507 507K	06/03/2018	06/03/2018	24	7E9968133
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507K	06/03/2018	06/03/2018	24	7E9968112
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507G	20/02/2018	20/02/2018	66	7E9922596
	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011 5011B	14/02/2018	14/02/2018	43	7E9905108
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555 555	12/02/2018	12/02/2018	3	7E9894065
	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504 504B	06/02/2018	06/02/2018	5	030225557
	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531 531B	05/02/2018	05/02/2018	8	7E9873410
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531	24/01/2018	24/01/2018	8	7E9843365

531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505	23/01/2018	23/01/2018	3		7E9835668
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
505	22/01/2018	22/01/2018	2		7E9830915
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au. InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	28/08/2023	28/08/2023	2	28/08/2023	7ECH73375
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	28/06/2022	28/06/2022	2	28/06/2022	7EBT82816
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	23/06/2022	23/06/2022	2	23/06/2022	7EBT68561
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	05/11/2020	07/11/2020	11	07/11/2020	031055600
484A1	Change to Company Details Change Officeholder Name Or Address				

205	04/08/2020	04/08/2020	4	04/08/2020	7EAZ19441
205A	Notification of Resolution Changing Company Name Alters 7EA Y37 184				
410	08/07/2020	08/07/2020	1	08/07/2020	7EAY37184
410B	Application For Reservation of a New Name Upon Change Of Name Altered by 7EA Z19 441				
484	20/03/2020	20/03/2020	3	20/03/2020	7EAU96891
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	19/09/2019	19/09/2019	2	19/09/2019	7EAP54016
484B	Change to Company Details Change of Registered Address				
389	07/06/2019	18/06/2019	2	07/06/2019	030611311
389B	Annual Notice By Wholly-Owned Entity Annual Notice By Wholly-Owned Entity - Companies				
351	07/06/2019	18/06/2019	20	07/06/2019	030611308
351	Deed Relating to Class Order				
353	07/06/2019	18/06/2019	6	07/06/2019	030611309
353	Notice of Disposal Relating to Class Order				
484	12/12/2018	12/12/2018	2	12/12/2018	7EAH03222
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	21/11/2018	21/11/2018	2	21/11/2018	7EAG34558
484D	Change to Company Details Change to Ultimate Holding Company				
484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08428
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	28/02/2018	28/02/2018	2	28/02/2018	7E9950362
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	20/07/2017	20/07/2017	2	20/07/2017	7E9277677
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935793
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899670
484B	Change to Company Details Change of Registered Address				

484 484E	01/12/2014	01/12/2014	2	01/12/2014	7E6563043
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	03/09/2014	03/09/2014	2	03/09/2014	7E6340713
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	09/05/2014	09/05/2014	2	09/05/2014	7E6037573
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	22/01/2013	23/01/2013	3	23/01/2013	1F0493746
	Change to Company Details Appointment or Cessation of A Company Officeholder				
351 351	29/10/2012	31/10/2012	18	29/10/2012	028240735
	Deed Relating to Class Order				
484 484E	03/10/2012	03/10/2012	2	03/10/2012	7E4760151
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484A1	27/07/2012	27/07/2012	2	27/07/2012	7E4619364
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484 484E	17/07/2012	17/07/2012	2	17/07/2012	7E4594178
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/06/2012	19/06/2012	3	19/06/2012	1F0409865
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
315 315B	20/01/2012	23/01/2012	1	12/01/2009	028010156
	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR REMOVAL OF AUDITOR				
343 343	20/01/2012	23/01/2012	1	20/01/2012	028010155
	NOTICE UNDER SUBSECTION 329(1A) TO REMOVE AUDITOR				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222851
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	18/01/2012	18/01/2012	2	18/01/2012	7E4222847
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192310

484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	11/07/2011	11/07/2011	3	11/07/2011	7E3803450	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	22/06/2011	24/06/2011	94	21/06/2011	027650280	
309A						NOTIFICATION OF DETAILS OF A CHARGE
484	26/05/2010	26/05/2010	2	26/05/2010	7E2918817	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	26/10/2009	26/10/2009	3	26/10/2009	026056524	
484B						CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS
484	17/09/2009	18/09/2009	9	18/09/2009	025858336	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	10/11/2008	10/11/2008	39	07/11/2008	7E1894982	
309A						NOTIFICATION OF DETAILS OF A CHARGE
2601	24/10/2008	07/11/2008	1	05/12/2008	025246156	
2601						NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE
2602	17/10/2008	05/11/2008	4	17/10/2008	025123255	
2602A						NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY COMPANY'S OWN MEMBERS
484	19/09/2008	07/10/2008	14	19/09/2008	024943125	
484						CHANGE TO COMPANY DETAILS
484D						CHANGE TO ULTIMATE HOLDING COMPANY
484E						APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
350	04/10/2007	04/10/2007	1	04/10/2007	023197752	
350						CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 023 910 070
484	02/08/2007	02/08/2007	2	31/07/2007	1E3499281	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	09/07/2007	09/07/2007	2	09/07/2007	7E1190010	
484A2						CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS
484	03/07/2007	04/07/2007	5	04/07/2007	023946496	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER

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309	29/06/2007	05/07/2007	24	01/06/2007	023910070
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 023 197 752				
484	21/06/2007	04/07/2007	6	22/06/2007	023887347
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
388	04/04/2007	09/05/2007	41	30/06/2006	023659467
388H	FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
484	15/03/2007	15/03/2007	2	23/02/2007	1E3010441
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	27/12/2006	27/12/2006	2	12/12/2006	1E2802053
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484A2	CHANGE MEMBER NAME OR ADDRESS				
3190	21/03/2006	31/03/2006	1	27/02/2006	021706960
3190A	NOTICE OF APPOINTMENT OF AUDITOR (LARGE PTY COMPANY WITH BENBENEFIT OF S319(4) APPOINTED ON OR AFTER 1/7/98				
315	21/03/2006	31/03/2006	1	10/02/2006	021706958
315A	NOTICE OF RESIGNATION OR REMOVAL OF AUDITOR RESIGNATION OF AUDITOR				
350	03/10/2005	03/10/2005	1	03/10/2005	020355990
350	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 021 629 509				
484	14/09/2005	19/09/2005	31	19/09/2005	020352231
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484D	CHANGE TO ULTIMATE HOLDING COMPANY				
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
2602	13/09/2005	29/09/2005	5	13/09/2005	022382036
2602A	NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY COMPANY'S OWN MEMBERS				
2601	13/09/2005	29/09/2005	1	22/09/2005	022382033
2601	NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE				
2205	13/09/2005	29/09/2005	4	08/09/2005	022382030
2205F	NOTIFICATION OF RESOLUTION RELATING TO SHARES FINANCIAL				

ASSISTANCE - APPROVAL BY COMPANY'S OWN SHAREHOLD

309	12/09/2005	12/09/2005	30	08/09/2005	021629509
309A	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 355 990				
484	13/04/2005	13/04/2005	2	24/03/2005	1E0836807
484A2	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484	12/04/2005	14/04/2005	3	14/04/2005	021297906
484	CHANGE TO COMPANY DETAILS				
484A1	CHANGE OFFICEHOLDER NAME OR ADDRESS				
484A2	CHANGE MEMBER NAME OR ADDRESS				
902	09/08/2004	10/08/2004	2	28/11/2002	020571159
902	SUPPLEMENTARY DOCUMENT Alters 019 903 782				
484	22/07/2004	22/07/2004	9	22/07/2004	020451547
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	21/06/2004	21/06/2004	9	21/06/2004	020421713
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	14/06/2004	17/06/2004	2	17/06/2004	020389501
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	11/06/2004	11/06/2004	2	11/06/2004	0E9956248
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484A2	CHANGE MEMBER NAME OR ADDRESS				
484	11/06/2004	17/06/2004	2	11/06/2004	0E9956247
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484A2	CHANGE MEMBER NAME OR ADDRESS				
484	13/04/2004	16/04/2004	2	//	0E9760390
484	CHANGE TO COMPANY DETAILS				
484A	CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	15/03/2004	17/03/2004	4	05/03/2004	019277181
484A	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
484	06/02/2004	09/02/2004	7	07/01/2004	019857753
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE				

HOLDINGS

2205	17/12/2003	15/01/2004	11	30/11/2002	019903783
2205B	NOTIFICATION OF RESOLUTION RELATING TO SHARES CONVERT SHARES INTO LARGER OR SMALLER NUMBER				
902	17/12/2003	15/01/2004	2	18/11/2003	019903784
902	SUPPLEMENTARY DOCUMENT Alters 019 837 747				
484	17/12/2003	09/01/2004	23	28/11/2002	019903782
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484J	NOTIFICATION OF SHARE CANCELLATION - COMPANY BUY-BACK				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 020 571 159				
211	01/12/2003	15/01/2004	4	18/11/2003	019837747
211	RETURN SHOWING DIVISION OR CONVERSION OF SHARES INTO CLASSES Altered by 019 903 784				
484	29/08/2003	10/09/2003	7	30/06/2003	019596262
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
488	19/08/2003	16/10/2003	6	19/08/2003	019620908
488B	APPLICATION TO CHANGE REVIEW DATE OF A COMPANY OR SCHEME SYNCHRONISE REVIEW DATE BY OFFICE HOLDER - FEE APPLIES				
484	19/08/2003	26/08/2003	3	30/07/2003	019391562
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
284	05/12/2002	17/01/2003	1	29/11/2002	018909261
284C	NOTIFICATION OF SHARE CANCELLATION SHARES A COMPANY HAS BOUGHT BACK				
280	11/11/2002	19/11/2002	5	11/11/2002	018644084
280	NOTICE OF MEETING AND DOCUMENTS RE BUY-BACK				
902	27/08/2002	27/08/2002	1	15/08/2002	0E7564855
902	SUPPLEMENTARY DOCUMENT Alters 0E7 559 060				
316	26/08/2002	26/08/2002	4	15/08/2002	0E7559060
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 0E7 564 855				
309	12/02/2002	15/02/2002	4	14/01/2002	017741934
309A	NOTIFICATION OF DETAILS OF A CHARGE				
316	21/12/2001	27/12/2001	4	21/12/2001	0E6680360

316L	ANNUAL RETURN - PROPRIETARY COMPANY				
309	12/09/2001	12/09/2001	42	27/08/2001	016335498
309A	NOTIFICATION OF DETAILS OF A CHARGE				
304	09/02/2001	27/12/2001	1	08/02/2001	0E5697235
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316	24/01/2001	16/03/2001	4	27/12/2000	0E5518518
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
106	22/01/2001	30/01/2001	1	22/01/2001	016314577
106	NOTICE OF CANCELLATION OR REVOCATION OF A LODGED DOCUMENT Cancels 016 018 144				
304	27/12/2000	29/12/2000	1	20/12/2000	0E5301299
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	20/12/2000	28/12/2000	1	07/12/2000	0E5275024
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
207	16/11/2000	21/11/2000	1	01/11/2000	016767208
207	NOTIFICATION OF SHARE ISSUE				
304	13/11/2000	15/11/2000	1	01/11/2000	0E5054222
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
203	19/07/2000	19/07/2000	1	06/07/2000	0E4631758
203A	NOTIFICATION OF CHANGE OF ADDRESS				
304	04/07/2000	12/07/2000	2	01/07/2000	016515104
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	27/01/2000	01/03/2000	4	20/01/2000	06012269J
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	20/12/1999	10/01/2000	1	13/08/1999	016018145
207	NOTIFICATION OF SHARE ISSUE				
304	20/12/1999	24/12/1999	2	08/12/1999	016018144
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY Cancelled by 016 314 577				
304	03/06/1999	10/06/1999	2	28/05/1999	015552005
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
304	15/03/1999	15/03/1999	2	25/02/1999	012083266
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				

207	15/03/1999	15/03/1999	1	25/02/1999	012083265
207	NOTIFICATION OF SHARE ISSUE				
304	07/12/1998	11/12/1998	2	30/11/1998	014994266
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	20/10/1998	26/10/1998	3	15/10/1998	06012269I
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	04/02/1998	12/02/1998	2	20/01/1998	010801361
207	NOTIFICATION OF ALLOTMENT OF SHARES				
316	02/02/1998	13/03/1998	4	31/12/1997	011734582
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	02/07/1997	10/07/1997	2	05/12/1996	012873157
207	NOTIFICATION OF ALLOTMENT OF SHARES				
309	04/03/1997	04/03/1997	55	26/02/1997	010737193
309A	NOTIFICATION OF DETAILS OF A CHARGE				
203	03/01/1997	13/01/1997	1	27/12/1996	011844855
203A	NOTIFICATION OF CHANGE OF ADDRESS				
316	10/12/1996	31/12/1996	4	02/12/1996	06012269G
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	29/01/1996	01/02/1996	4	31/12/1995	06012269F
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	09/01/1995	17/02/1995	5	29/12/1994	06012269Z
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
902	04/08/1994	16/08/1994	1	04/08/1994	004337006
902	SUPPLEMENTARY DOCUMENT Alters 006 042 550				
309	13/05/1994	13/05/1994	80	12/05/1994	006043168
309A	NOTIFICATION OF DETAILS OF A CHARGE				
207	30/03/1994	31/03/1994	3	12/03/1994	006042550
207	NOTIFICATION OF ALLOTMENT OF SHARES Altered by 004 337 006				
304	29/03/1994	31/03/1994	2	10/03/1994	006042549
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
203	08/11/1993	10/11/1993	1	01/11/1993	005731238
203A	NOTIFICATION OF CHANGE OF ADDRESS				

207	29/06/1993	30/06/1993	2	13/05/1993	004295024
207	NOTIFICATION OF ALLOTMENT OF SHARES				
215	29/06/1993	01/07/1993	2	13/05/1993	004295021
215	NOTIFICATION OF INITIAL APPOINTMENT OF OFFICEHOLDERS				
204	14/05/1993	14/05/1993	1	14/05/1993	003358282
204	CERTIFICATE OF REGISTRATION DIVISION 1 PT 2.2				
201	13/05/1993	13/05/1993	2	13/05/1993	003358563
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				
410	13/05/1993	13/05/1993	1	13/05/1993	003358568
410A	APPLICATION FOR RESERVATION OF A NAME OF A NEW AUSTRALIAN COMPANY				

- Financial Reports -

Document No.	Balance Date	Report Due	AGM Due	Extended AGM Due	AGM Held	Outstanding
023659467	30/06/2006	30/11/2006	//	//	//	No

- Company Contact Addresses -

*** End of Document ***






(creditor)watch

Credit Report

Name	QUINTIS SANDALWOOD PTY LTD
ABN	62060122698
ACN	060122698
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	91 Credit Enquiries	 External Administration
 No Registered Defaults	1 Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	4 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Published Notice	High	There are ASIC published notices connected to this company
Court Actions	High	There is a court action registered
ASIC Status	High	The company is under external administration

ABR Data

Main Name	QUINTIS SANDALWOOD PTY LTD
ABN	62 060 122 698
Registered Date	06-01-2000
Entity Status	Active
Entity Type	Australian Private Company
GST Status	Registered for GST (from 01-07-2000)
Main Physical Address	WA 6330 (from 26-06-2020)
ABN Last Updated	27-09-2020

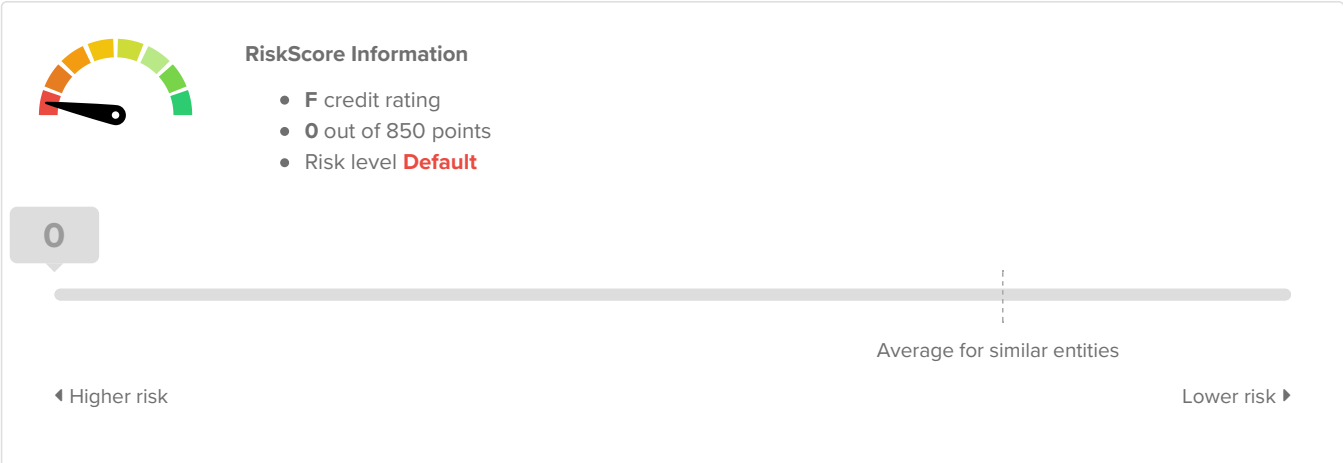
ASIC Data

Name	QUINTIS SANDALWOOD PTY LTD
Registered Office Address	LEVEL 187 COLIN STREET WEST PERTH WA 6005
ACN	060 122 698
Registered Date	13-05-1993
Next Review Date	29-06-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Accommodation and Food Services Food and Beverage Services Cafes, Restaurants and Takeaway Food Services Cafes and Restaurants
NACE Classification	Restaurants and mobile food service activities Other food service activities Beverage serving activities

RiskScore

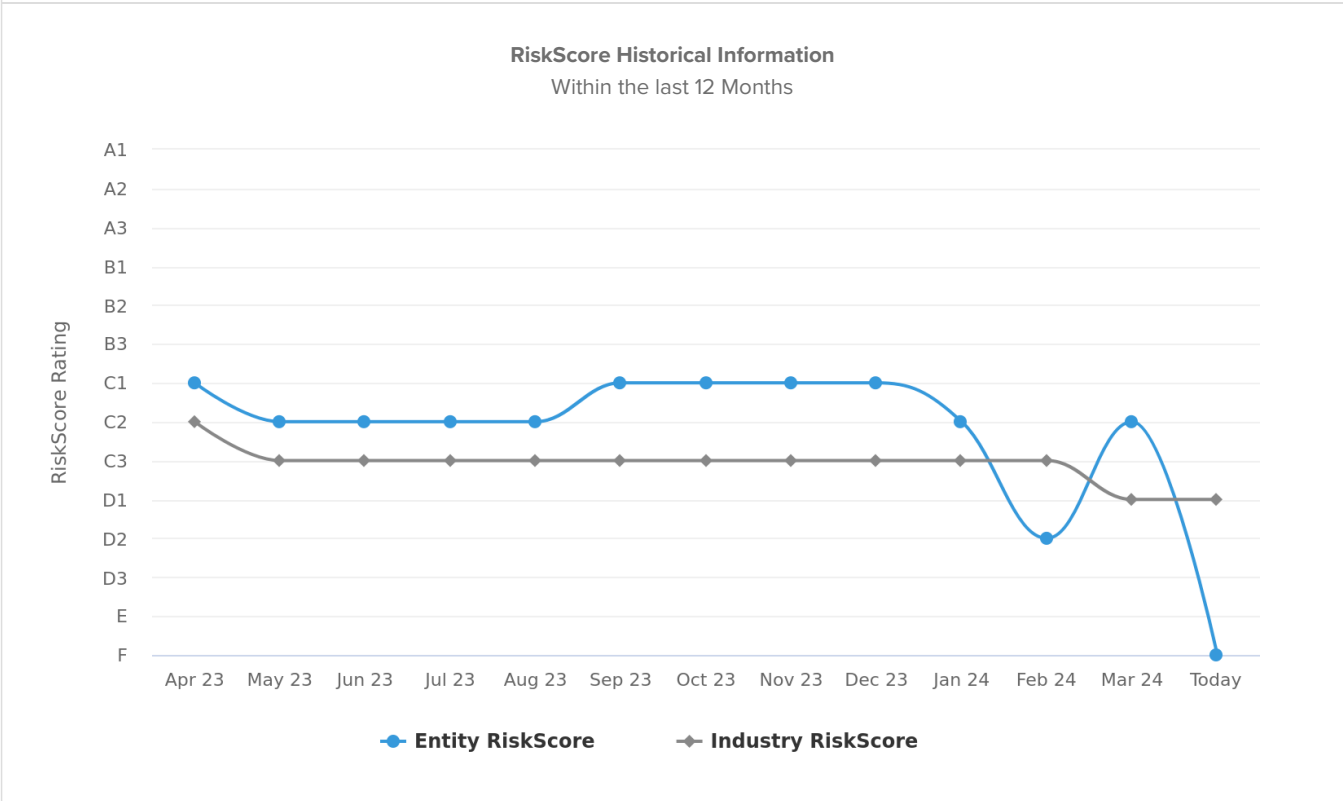


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch's extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is "probability of default"?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	12
Wholesale Trade (F)	5
Financial and Insurance Services (K)	3
Transport, Postal and Warehousing (I)	3
Construction (E)	2
Manufacturing (C)	2
Professional, Scientific and Technical Services (M)	2
Accommodation and Food Services (H)	1
Electricity, Gas, Water and Waste Services (D)	1
Total Enquiries (within the last 12 months)	31

Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024

Industry (ANZSIC Division)	Date
Wholesale Trade (F)	12-04-2024
Accommodation and Food Services (H)	08-04-2024
Wholesale Trade (F)	05-04-2024
Manufacturing (C)	05-04-2024
Information Media and Telecommunications (J)	03-04-2024
Financial and Insurance Services (K)	03-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	28-03-2024
Information Media and Telecommunications (J)	26-03-2024
Information Media and Telecommunications (J)	25-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-03-2024
Wholesale Trade (F)	21-02-2024
Transport, Postal and Warehousing (I)	13-02-2024
Information Media and Telecommunications (J)	10-02-2024
Information Media and Telecommunications (J)	08-02-2024
Transport, Postal and Warehousing (I)	01-02-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Electricity, Gas, Water and Waste Services (D)	13-12-2023
Construction (E)	01-12-2023
Manufacturing (C)	10-11-2023
Financial and Insurance Services (K)	02-11-2023
Professional, Scientific and Technical Services (M)	07-09-2023
Wholesale Trade (F)	31-08-2023
Wholesale Trade (F)	23-08-2023
Transport, Postal and Warehousing (I)	02-08-2023
Financial and Insurance Services (K)	27-07-2023
Construction (E)	18-07-2023
Information Media and Telecommunications (J)	24-05-2023

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
Action Date 18-03-2024 Court Location Perth Magistrates Court WA Case Number PE 815/2024 State WA	Sonia BAHRI	Summons	Breach of Contract	\$0.00


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
13-05-1993	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
THE SANDALWOOD FACTORY	Registered	NNI: 154449742 ACN: 60122698 ASIC: 62060122698 WA : BN12005939	Albany 6330 WA
THE SANDALWOOD GALLERY	Registered	NNI: 154449948 ACN: 60122698 ASIC: 62060122698 WA : BN12005927	Broome 6725 WA
THE SANDALWOOD CAFE	Registered	NNI: 151828358 ACN: 60122698 ASIC: 62060122698 WA : BN11899463	Albany 6330 WA
THE SANDALWOOD SHOP	Registered	NNI: 640037921 ACN: 60122698 ASIC: 62060122698	Drome 6330 WA
EXOTIC OILS	Cancelled	NNI: 54077495 WA : 0047253K	Not Available
ORIENTAL TRADITIONAL MEDICINES	Cancelled	NNI: 63561544 WA : 0106981M	Not Available
THE ANGEL AND THE DRAGON	Cancelled	NNI: 63561526 WA : 0106982P	Not Available
SANTALIA	Cancelled	NNI: 96078116 WA : BN09197436	Not Available

Registered Business Names

Name	Business Name Type	Source
MT ROMANCE AUSTRALIA PTY LTD	Former Name	ASIC
MT ROMANCE AUSTRALIA PTY LTD	Main Name	ABR
QUINTIS SANDALWOOD PTY LTD	Main Name	ABR
SANTALIA	Business Name	ABR
THE SANDALWOOD CAFE	Business Name	ABR
THE SANDALWOOD FACTORY	Business Name	ABR
THE SANDALWOOD GALLERY	Business Name	ABR
THE SANDALWOOD SHOP	Business Name	ABR

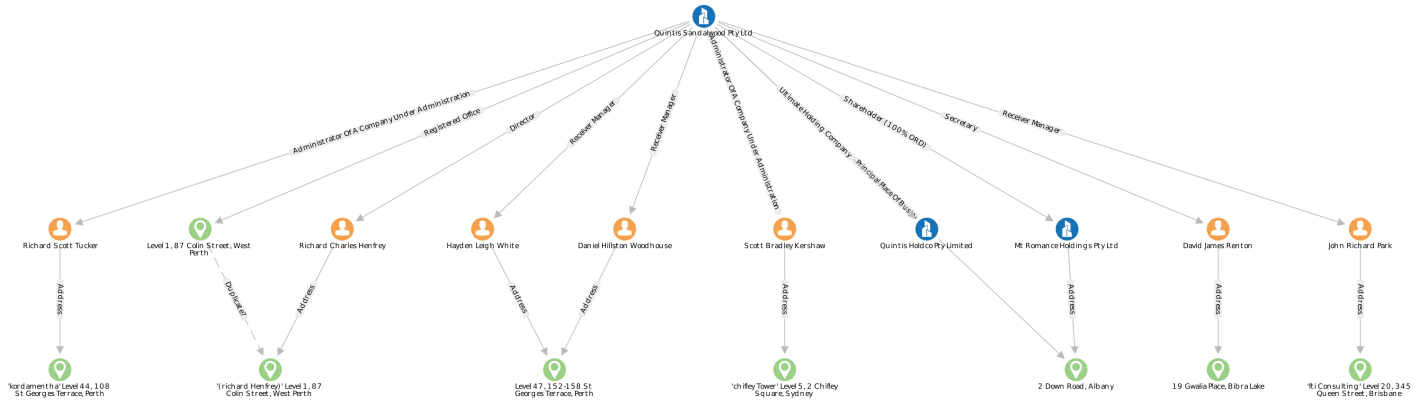
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: QUINTIS SANDALWOOD PTY LTD ACN 060 122 698
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/04/2024
 ACN 088 257 498
 ABN 97 088 257 498
 Current Name ABOUT TIME WE MET PTY LTD
 Registered In Western Australia
 Registration Date 29/06/1999
 Review Date 29/06/2024
 Company Type ACN (Australian Company Number)
 Current Directors 1
 Current Secretaries 1

Start Date 02/04/2024
 Name ABOUT TIME WE MET PTY LTD
 Name Start Date 05/07/2022
 Status **** Under External Administration And/Or Controller Appointed ****
 Type Australian Proprietary Company
 Class Limited By Shares
 Sub Class Proprietary Company
 Disclosing Entity No

Share Structure (Displaying Top 4 Only)

Go to Full ASIC Results

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	1	\$1.00

(creditor)watch - Credit Score (0)

Go to Full Credit Report

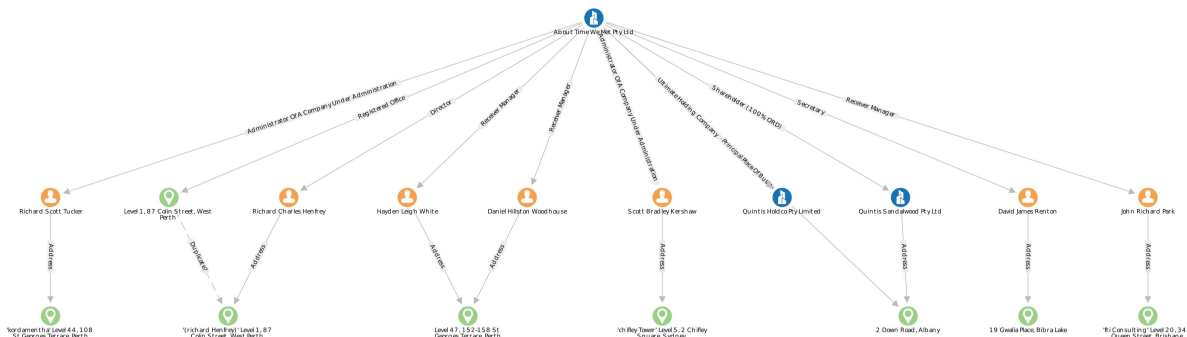


Risk Data Summary

Court Judgments 0 Payment Defaults 0 Insolvency Notices 10 Mercantile Enquiries 0 Credit Enquiries 18

REVEAL - Company Visualisation

Go to full workspace



InfoTrack

www.infotrack.com.au
1800 738 524

ASIC Current Organisation Extract

**ASIC Data Extracted 12/04/2024 at 14:58**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 088 257 498 ABOUT TIME WE MET PTY LTD -

ACN (Australian Company Number):	088 257 498	Document No.
ABN:	97 088 257 498	
Current Name:	ABOUT TIME WE MET PTY LTD	
Registered in:	Western Australia	
Registration Date:	29/06/1999	
Review Date:	29/06/2024	
Company Bounded By:		

- Current Organisation Details -

Name: ABOUT TIME WE MET PTY LTD
Name Start Date: 05/07/2022
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

- Company Addresses -

- Registered Office 7EAP53991
Address: LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Start Date: 26/09/2019

- Principal Place of Business 023887346
Address: 2 DOWN ROAD ALBANY WA 6330
Start Date: 01/06/2007

- Company Officers -**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name: RICHARD CHARLES HENFREY 031055591
Address: QUINTIS (AUSTRALIA) PTY LIMITED '(RICHARD HENFREY)' LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
Birth Details: 19/08/1967 LONDON UNITED KINGDOM
Appointment Date: 21/02/2020
Cease Date: //

Secretary

Name: DAVID JAMES RENTON 7EBT68578
Address: 19 GWALIA PLACE BIBRA LAKE WA 6163
Birth Details: 06/03/1978 BETHEL SOUTH AFRICA
Appointment Date: 16/06/2022
Cease Date: //

Ultimate Holding Company

Name: 626 968 858 QUINTIS HOLDCO PTY LIMITED 7EAG34561
Address:
Appointment Date: //
Cease Date: //
Abn: 44 626 968 858

Receiver Manager

Name: DANIEL HILLSTON WOODHOUSE 7ECQ58859
Address: FTI CONSULTING (AUSTRALIA) PTY LTD LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: HAYDEN LEIGH WHITE 7ECQ58859
Address: FTI CONSULTING (AUSTRALIA) PTY LTD FTI CONSULTING LEVEL 47 152-158 ST GEORGES TERRACE PERTH WA 6000
Birth Details:
Appointment Date: 02/04/2024
Cease Date: //

Name: JOHN RICHARD PARK 7ECQ58859
Address: FTI CONSULTING 'FTI CONSULTING' LEVEL 20 345 QUEEN STREET BRISBANE QLD 4000
Birth Details:
Appointment Date: 02/04/2024

Cease Date: //

Administrator of a Company under Administration

Name: RICHARD SCOTT TUCKER 7ECQ68048
Address: KORDAMENTHA 'KORDAMENTHA' LEVEL 44 108 ST GEORGES TERRACE PERTH
 WA 6000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

Name: SCOTT BRADLEY KERSHAW 7ECQ68048
Address: KORDAMENTHA 'CHIFLEY TOWER' LEVEL 5 2 CHIFLEY SQUARE SYDNEY NSW 2000
Birth Details:
Appointment Date: 03/04/2024
Cease Date: //

- Share Structure -

Current

Class: ORDINARY SHARES 0E3930218
Number of Shares Issued: 1 (AR 1999)
Total Amount Paid / Taken to be Paid: \$1.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 1 7E1190017
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: QUINTIS SANDALWOOD PTY LTD

ACN: 060 122 698
Address: 2 DOWN ROAD ALBANY WA 6330
Joint Holding: No
Abn: 62 060 122 698

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.

This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
531		10/04/2024	10/04/2024	7	7ECQ93154
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
504		05/04/2024	09/04/2024	0	032017914
504B	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER				
505		04/04/2024	04/04/2024	2	7ECQ68048
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				
505		02/04/2024	02/04/2024	4	7ECQ58859
505B	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER				
5603		30/11/2018	30/11/2018	7	7EAG70065
5603F	END OF ADMINISTRATION RETURN END RETURN OF RECEIVER & MANAGER				
5603		15/11/2018	15/11/2018	6	7EAG12714
5603J	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF DEED OF CO. ARRANGEMENT				
5056		12/11/2018	16/11/2018	2	030327436
5056	NOTICE OF TERMINATION OF DEED OF COMPANY ARRANGEMENT WHERE ARRANGEMENT ACHIEVES ITS PURPOSE				
505		02/11/2018	02/11/2018	2	7EAF70511
505L	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RECEIVER MANAGER CEASING TO ACT				
5603		01/11/2018	01/11/2018	4	7EAF67432
5603L	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR OF COMPROMISE OR ARRANGEMENT				
505		30/10/2018	30/10/2018	2	7EAF56292
505M	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE SCHEME ADMINISTRATOR CEASING TO ACT				

505 505Z	22/10/2018	22/10/2018	2	7EAF27801
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR UNDER DEED OF COMPANY ARRANGEMENT UNDER S. 449(1)				
505 505C	08/10/2018	08/10/2018	2	7EAE83301
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT AND ADDRESS OF SCHEME ADMINISTRATOR				
C204 C204C	10/09/2018	13/09/2018	8	501524611
COURT ORDER FOR MEETING(S) CONCERNING COMPROMISE OR ARRANGEMENT				
5603 5603K	27/07/2018	27/07/2018	4	7EAC59912
END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR				
5011 5011A	16/07/2018	16/07/2018	7	7EAC18492
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
5047 5047A	04/07/2018	04/07/2018	123	7EAB82077
DEED OF COMPANY ARRANGEMENT COPY OF DEED OF COMPANY ARRANGEMENT				
505 505V	02/07/2018	02/07/2018	2	7EAB70318
NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF ADMINISTRATOR OF DEED OF COMPANY ARRANGEMENT UNDER S. 444A(2), 449D(1) OR 449D(2)				
5011 5011B	22/06/2018	22/06/2018	55	7EAB34853
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A				
5011 5011A	11/06/2018	11/06/2018	10	7EAA92548
COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION OTHER THAN UNDER S.436E OR S.439A				
530 530A	05/06/2018	05/06/2018	223	7EAA76517
VOLUNTARY ADMINISTRATION REPORT AND STATEMENT OF ADMINISTRATOR'S OPINION COPY OF REPORT AND STATEMENT				
507 507F	27/03/2018	27/03/2018	10	8E0036890
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507F	27/03/2018	27/03/2018	10	8E0036869
REPORT AS TO AFFAIRS FROM CONTROLLER UNDER S.429(2)(C)				
507 507K	06/03/2018	06/03/2018	8	7E9968367
REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)				

507 507K	06/03/2018	06/03/2018	8	7E9968196
	REPORT AS TO AFFAIRS FROM ADMINISTRATOR S.438B(2A)			
507 507G	20/02/2018	20/02/2018	9	7E9922599
	REPORT AS TO AFFAIRS FROM MANAGING CONTROLLER WHO IS ALSO A RECEIVER/MANAGER			
5011 5011B	14/02/2018	14/02/2018	43	7E9905111
	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
555 555	12/02/2018	12/02/2018	3	7E9894098
	NOTIFICATION OF RECEIVER EXTENDING TIME TO SUBMIT REPORT			
504 504B	06/02/2018	06/02/2018	5	030225560
	NOTIFICATION OF APPOINTMENT OF A RECEIVER AND MANAGER			
531 531B	05/02/2018	05/02/2018	8	7E9873417
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY REPLACEMENT DIRRI			
531 531A	24/01/2018	24/01/2018	8	7E9843368
	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI			
505 505B	23/01/2018	23/01/2018	3	7E9835641
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF RECEIVER AND MANAGER			
505 505U	22/01/2018	22/01/2018	2	7E9830898
	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	28/08/2023	28/08/2023	2	28/08/2023	7ECH73428
484E	Change to Company Details Appointment or Cessation of A				
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
205	05/07/2022	05/07/2022	4	30/06/2022	7EBU11066
205A	NOTIFICATION OF RESOLUTION CHANGING COMPANY NAME Alters 7EB T97 139				
410	30/06/2022	30/06/2022	1	30/06/2022	7EBT97139
410B	APPLICATION FOR RESERVATION OF A NEW NAME UPON CHANGE OF NAME Altered by 7EB U11 066				
484	28/06/2022	28/06/2022	2	28/06/2022	7EBT82847
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	23/06/2022	23/06/2022	2	23/06/2022	7EBT68578
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	05/11/2020	07/11/2020	11	07/11/2020	031055591
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	20/03/2020	20/03/2020	3	20/03/2020	7EAU96857
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	19/09/2019	19/09/2019	2	19/09/2019	7EAP53991
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	12/12/2018	12/12/2018	2	12/12/2018	7EAH03257
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	21/11/2018	21/11/2018	2	21/11/2018	7EAG34561
484D	CHANGE TO COMPANY DETAILS CHANGE TO ULTIMATE HOLDING COMPANY				
484	14/11/2018	14/11/2018	2	14/11/2018	7EAG08433
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				

484	28/02/2018	28/02/2018	2	28/02/2018	7E9950365
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	20/07/2017	20/07/2017	2	20/07/2017	7E9277650
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/04/2017	03/04/2017	2	03/04/2017	7E8935822
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/03/2017	22/03/2017	2	22/03/2017	7E8899403
484B	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS				
484	01/12/2014	01/12/2014	2	01/12/2014	7E6563046
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/09/2014	03/09/2014	2	03/09/2014	7E6340717
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/05/2014	09/05/2014	2	09/05/2014	7E6037596
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	22/01/2013	23/01/2013	3	23/01/2013	1F0493738
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	03/10/2012	03/10/2012	2	03/10/2012	7E4760161
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	27/07/2012	27/07/2012	2	27/07/2012	7E4619368
484A1	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
484	17/07/2012	17/07/2012	2	17/07/2012	7E4594263
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/06/2012	19/06/2012	3	19/06/2012	1F0409864
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222864
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	18/01/2012	18/01/2012	2	18/01/2012	7E4222858

484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	03/01/2012	03/01/2012	2	03/01/2012	7E4192312	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	11/07/2011	11/07/2011	3	11/07/2011	7E3803489	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	22/06/2011	24/06/2011	94	21/06/2011	027650278	
309A						NOTIFICATION OF DETAILS OF A CHARGE
484	26/05/2010	26/05/2010	2	26/05/2010	7E2918825	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
484	26/10/2009	26/10/2009	3	26/10/2009	026056518	
484B						CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS
484	17/09/2009	18/09/2009	9	18/09/2009	025858334	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
309	10/11/2008	10/11/2008	39	07/11/2008	7E1894919	
309A						NOTIFICATION OF DETAILS OF A CHARGE
2601	24/10/2008	07/11/2008	1	05/12/2008	025246158	
2601						NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE
484	17/10/2008	04/12/2008	7	17/10/2008	025079594	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
2602	17/10/2008	27/11/2008	4	17/10/2008	025123254	
2602A						NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY COMPANY'S OWN MEMBERS
484	19/09/2008	07/10/2008	14	19/09/2008	024943126	
484						CHANGE TO COMPANY DETAILS
484D						CHANGE TO ULTIMATE HOLDING COMPANY
484E						APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
350	04/10/2007	04/10/2007	1	04/10/2007	023197754	
350						CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 023 910 069
484	02/08/2007	02/08/2007	2	01/08/2007	1E3499279	
484E						CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A

COMPANY OFFICEHOLDER

484 484A2	09/07/2007	09/07/2007	2	09/07/2007	7E1190017
	CHANGE TO COMPANY DETAILS CHANGE MEMBER NAME OR ADDRESS				
484 484E	03/07/2007	04/07/2007	5	04/07/2007	023946499
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
309 309A	29/06/2007	05/07/2007	24	01/06/2007	023910069
	NOTIFICATION OF DETAILS OF A CHARGE Altered by 023 197 754				
484 484 484B 484C 484E	21/06/2007	04/07/2007	6	21/06/2007	023887346
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS) APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484 484E	15/03/2007	15/03/2007	2	23/02/2007	1E3010438
	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
350 350	03/10/2005	03/10/2005	1	03/10/2005	020355989
	CERTIFICATION OF COMPLIANCE WITH STAMP DUTIES LAW BY PROVISIONAL CHARGE Alters 021 629 508				
484 484 484B 484D 484E 484N	14/09/2005	19/09/2005	7	19/09/2005	020352230
	CHANGE TO COMPANY DETAILS CHANGE OF REGISTERED ADDRESS CHANGE TO ULTIMATE HOLDING COMPANY APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO (MEMBERS) SHARE HOLDINGS				
2602 2602A	13/09/2005	29/09/2005	5	13/09/2005	022382038
	NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY COMPANY'S OWN MEMBERS				
2601 2601	13/09/2005	29/09/2005	1	22/09/2005	022382035
	NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE				
2205 2205F	13/09/2005	29/09/2005	4	08/09/2005	022382031
	NOTIFICATION OF RESOLUTION RELATING TO SHARES FINANCIAL ASSISTANCE - APPROVAL BY COMPANY'S OWN SHAREHOLD				
309 309A	12/09/2005	12/09/2005	30	08/09/2005	021629508
	NOTIFICATION OF DETAILS OF A CHARGE Altered by 020 355 989				
484 484A1	18/03/2005	18/03/2005	2	14/03/2005	1E0764603
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR				

ADDRESS

484	13/04/2004	13/04/2004	2	//	0E9760389
484A	CHANGE TO COMPANY DETAILS CHANGE OF OFFICEHOLDER/MEMBER NAME OR ADDRESS				
309	06/01/2003	07/01/2003	42	03/12/2002	018440998
309A	NOTIFICATION OF DETAILS OF A CHARGE				
316	26/08/2002	04/09/2002	3	23/07/2002	0E7559057
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
316	20/12/2001	09/01/2002	3	20/12/2001	0E6665924
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
902	21/03/2001	30/03/2001	1	27/12/2000	016958267
902	SUPPLEMENTARY DOCUMENT Alters 0E5 518 517				
304	21/03/2001	28/03/2001	1	09/10/2000	016958266
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
304	09/02/2001	09/02/2001	1	08/02/2001	0E5697234
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
316	24/01/2001	30/03/2001	3	27/12/2000	0E5518517
316L	ANNUAL RETURN - PROPRIETARY COMPANY Altered by 016 958 267				
304	27/12/2000	27/12/2000	1	20/12/2000	0E5301265
304C	NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER				
203	19/07/2000	19/07/2000	1	06/07/2000	0E4631759
203A	NOTIFICATION OF CHANGE OF ADDRESS				
304	04/07/2000	12/07/2000	2	01/07/2000	016515103
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
316	29/12/1999	03/02/2000	3	30/06/1999	0E3930218
316L	ANNUAL RETURN - PROPRIETARY COMPANY				
207	07/07/1999	08/07/1999	1	29/06/1999	015459132
207	NOTIFICATION OF SHARE ISSUE				
304	07/07/1999	09/07/1999	2	29/06/1999	015459131
304A	NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY				
370	30/06/1999	01/07/1999	2	30/06/1999	015440879
370	NOTICE OF RETIREMENT OR RESIGNATION BY DIRECTOR OR SECRETARY				

284 284A	30/06/1999	01/07/1999	1	29/06/1999	015440880
	NOTIFICATION OF SHARE CANCELLATION REDEEMABLE PREFERENCE SHARES				
203 203 203A 203G	30/06/1999	01/07/1999	1	29/06/1999	015440881
	NOTIFICATION OF CHANGE OF ADDRESS				
	CHANGE OF ADDRESS - PRINCIPAL PLACE OF BUSINESS				
201 201C	29/06/1999	29/06/1999	2	29/06/1999	015440763
	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				
410 410A	24/06/1999	24/06/1999	1	24/06/1999	015440596
	APPLICATION FOR RESERVATION OF A NAME OF A NEW AUSTRALIAN COMPANY				

- Company Contact Addresses -

*** End of Document ***







(creditor)watch

Credit Report

Name	ABOUT TIME WE MET PTY LTD
ABN	97088257498
ACN	088257498
Document Type	Credit Report
Report Generated	12-04-2024 at 14:58
ASIC Extract	Not Included
ASIC Extract Status	Not Included

Credit Report	✓ Included
RiskScore	✓ Included
Payment Rating	✗ Not Included
CW Bankruptcy Check (PIRS)	✗ Not Included
ASIC Data (On File)	✗ Not Included
ASIC Current Extract	✗ Not Included
ASIC Current & Historical	✗ Not Included
PPSR ACN	✗ Not Included
PPSR ABN	✗ Not Included
PPSR Business Name	✗ Not Included
Append Docs Lodged	✓ Included
Append Business Names	✓ Included
Append Credit Enquiries	✓ Included

Summary

 F / 0 Default Risk	18 Credit Enquiries	 External Administration
 No Registered Defaults	 No Court Actions	 No Mercantile Enquiries
10 ASIC Published Notices	3 Critical ASIC Documents	 Important Cross Directorships Not Available

Adverse

Risk Data Detected - Review Required		
Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are ASIC published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

ABR Data

Main Name	ABOUT TIME WE MET PTY LTD
ABN	97 088 257 498
Registered Date	01-11-1999
Entity Status	Active (from 21-06-2022)
Entity Type	Australian Private Company
GST Status	Not currently registered for GST
Main Physical Address	WA 6005 (from 21-06-2022)
ABN Last Updated	02-12-2022

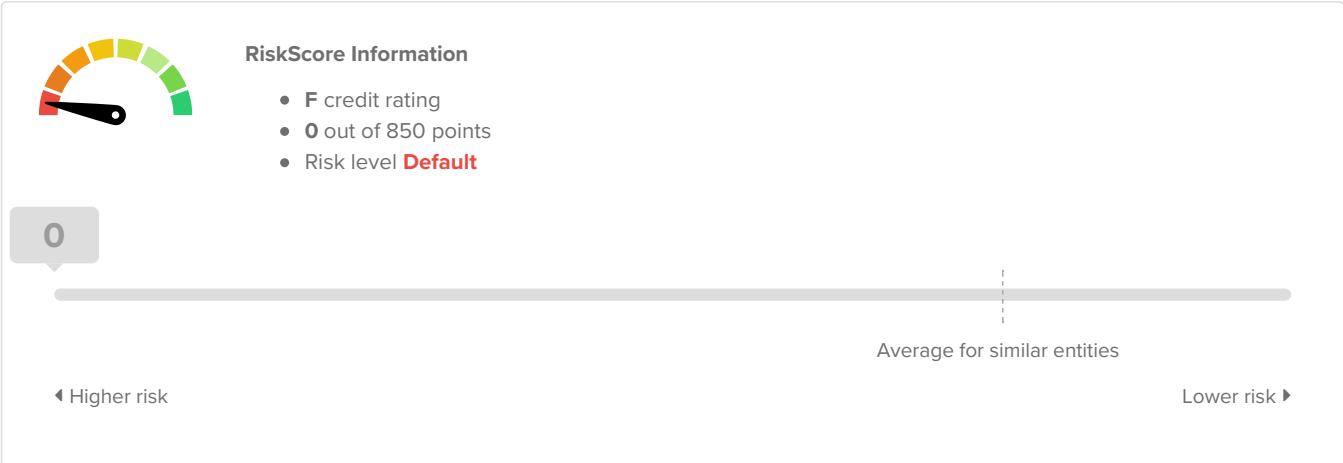
ASIC Data

Name	ABOUT TIME WE MET PTY LTD
Registered Office Address	LEVEL 1 87 COLIN STREET WEST PERTH WA 6005
ACN	088 257 498
Registered Date	29-06-1999
Next Review Date	29-06-2024
Status	Under External Administration And/Or Controller Appointed
Company Type	Australian Proprietary Company
Class	Limited By Shares
Subclass	Proprietary Company
Locality	WEST PERTH WA 6005
Regulator	Australian Securities & Investments Commission

Industry

ANZSIC Classification	Manufacturing Furniture and Other Manufacturing Other Manufacturing Other Manufacturing n.e.c.
NACE Classification	Manufacture of other products of wood; manufacture of articles of cork, straw and plaiting materials Manufacture of pulp Manufacture of paper and paperboard Manufacture of other rubber products Manufacture of plastic plates, sheets, tubes and profiles Manufacture of plastic packing goods Manufacture of builders' ware of plastic Manufacture of other plastic products Manufacture of steel drums and similar containers Manufacture of light metal packaging Manufacture of wire products, chain and springs Manufacture of fasteners and screw machine products Manufacture of other fabricated metal products n.e.c. Manufacture of musical instruments Manufacture of games and toys Manufacture of brooms and brushes Other manufacturing n.e.c.

RiskScore

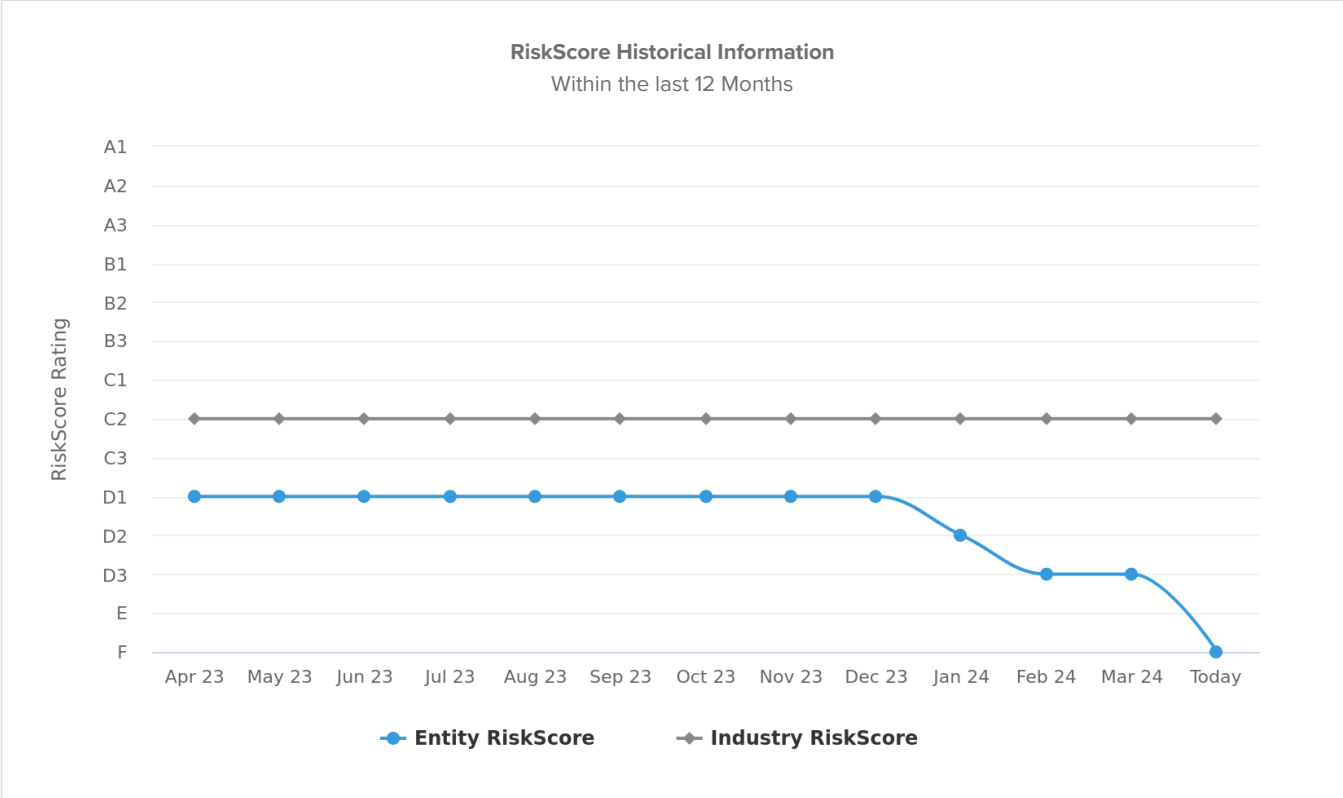


F
Rating

RiskScore advice for the F Range

Entity has become insolvent or does not have the ability to trade

Entity has a **100% chance of default** within the next 12 months.



i The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch's extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is "probability of default"?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

i Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

Credit Enquiries



Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	9
Financial and Insurance Services (K)	1
Manufacturing (C)	1
Professional, Scientific and Technical Services (M)	1
Total Enquiries (within the last 12 months)	12


Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	12-04-2024
Manufacturing (C)	05-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	03-04-2024
Information Media and Telecommunications (J)	02-04-2024
Information Media and Telecommunications (J)	26-03-2024
Information Media and Telecommunications (J)	13-03-2024
Information Media and Telecommunications (J)	08-02-2024
Professional, Scientific and Technical Services (M)	26-01-2024
Financial and Insurance Services (K)	02-11-2023
Information Media and Telecommunications (J)	08-08-2023
Information Media and Telecommunications (J)	17-04-2023

i Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.


Risk Data

Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				


i CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				


i A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

i A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

i A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
02-04-2024	Under External Administration And/Or Controller Appointed (Current status)
30-10-2018	Registered
20-01-2018	Under External Administration And/Or Controller Appointed
29-06-1999	Registered

i The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. This section identifies if there have been any changes to the status of the entity's ACN, and the date the changes have occurred.

ABR Entity Status Changes

Change Date	ABR Status
01-11-1999	Active (Current status)
21-06-2022	Active
19-10-2018	Cancelled

i An ABN can either have an ABR entity status of active or cancelled. This section identifies if there have been any changes to the status of the entity's ABN, and the date the changes have occurred.

GST Status Changes

Change Date	GST Status
31-10-2018	Not Registered for GST (Current status)
01-07-2000	Registered for GST

i An ABN can either be registered for GST, or not currently registered for GST. This section identifies if there have been any changes to the entity's GST registration, and the date the changes have occurred.

Business Names

Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

Registered Business Names

Name	Business Name Type	Source
ABOUT TIME WE MET PTY LTD	Main Name	ABR
AUSTRALIAN SANDALWOOD OIL CO PTY LTD	Main Name	ABR
AUSTRALIAN SANDALWOOD OIL CO. PTY LTD	Former Name	ASIC
AUSTRALIAN SANDALWOOD OIL CO. PTY LTD	Main Name	ABR
AUSTRALIAN SANDALWOOD OIL CO. PTY LTD	Main Name	ABR

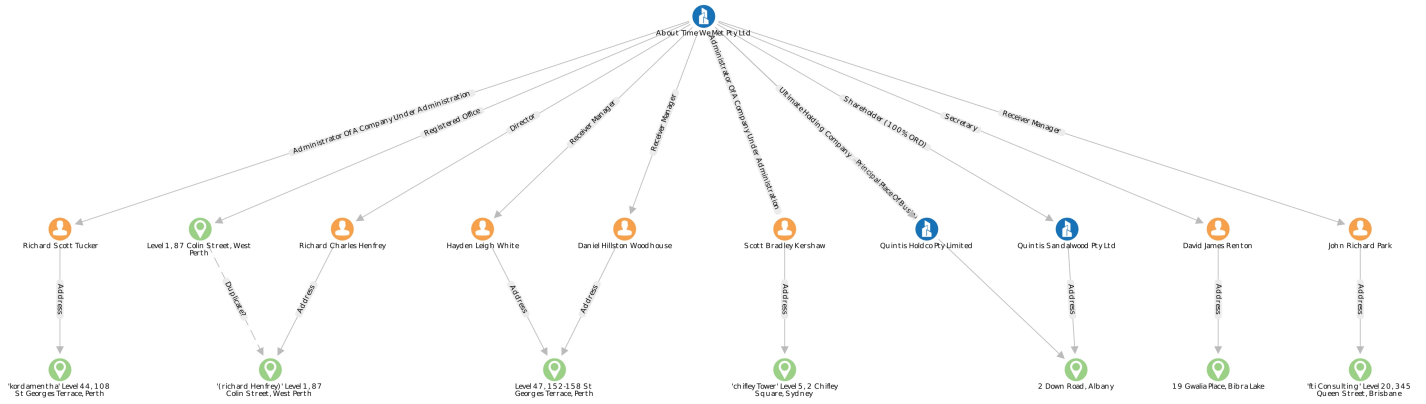
i Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

Appendix

Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.

Workspace: ABOUT TIME WE MET PTY LTD ACN 088 257 498
Matter: 22-41052064
Created: 12/04/2024 2:58 PM



19 December 2023

Dear Investor

Important Update on TFS Sandalwood Project 2016 (Project)

On 11 October 2023, Sandalwood Properties Ltd (SPL), in its capacity as the Responsible Entity for the MIS Projects, informed investors about the engagement of KPMG to conduct an analysis of the MIS Projects and provide insights into their future prospects.

Purpose for the KPMG Review

Market conditions for the tendered sale of sandalwood have deteriorated over the last several years, resulting in adverse outcomes for recent MIS projects. Furthermore, the anticipated increase in sandalwood supply to the market is expected to exacerbate the current challenges further escalating the risk for future projects.

Our primary obligation is to act in the best interests of investors. Given the negative results of the most recent projects, and SPL's expectation of further deterioration in relation to ongoing projects, the commissioning of KPMG to undertake an independent analysis was deemed necessary for SPL to make well-informed decisions for the benefit of investors.

KPMG has now concluded its analysis and presented their final report to the SPL board. Subsequently, SPL has reviewed the report and is now able to update investors on the outcomes and the next steps.

Outcome from the KPMG Review

KPMG have formed the opinion that no return to investors is expected if the Project proceeds to a full harvest. In addition to this, the costs of proceeding to a full harvest will result in significant losses for the Project, some portions of which may subsequently be recovered from investors.

Attached to this letter is the financial assessment from KPMG as it relates to the Project.

After taking into account the findings from KPMG's review, SPL has formed the view that the Project is not viable and should be wound up on the grounds that it is just and equitable and in the best interest of investors.

We believe that winding up the Project provides the best outcome for investors due to the following reasons:

- (i) There is no anticipated return for investors if the Project proceeds to a full harvest, considering the projected yield and market demand, and the associated costs of completing the Project exceeding the gross proceeds from sale.
- (ii) There is an unacceptable risk to investors being required to contribute to the costs in proceeding to a harvest with no reasonable prospect of generating a profit.
- (iii) By winding up the Project, the obligation of investors to pay any further amounts are extinguished.

Investor Return on Windup

In a winding-up scenario, investors are estimated to receive an aggregate return of \$424,455 (approximately \$527 per sandalwood lot) which relates to a return of the upfront Annual Fee and Rent held in Trust on behalf of investors in the Project. These funds will be returned without any deduction and there is no obligation for investors to pay any further funds.

Next Steps

Pursuant to section 601ND of the Corporations Act and the provisions outlined in the Project Constitution, SPL will immediately proceed to file an application to the Supreme Court of Western Australia to seek the Court's determination on whether the Project should be wound-up. Whether the Project should be wound up will be determined by the Court. Investors will be able to participate in that process, whether that be in opposition or in support of the winding up.

An application to the Supreme Court of Western Australia is also to be made to seek the Court's determination on whether the Projects referable to other years should also be wound-up.

After the initial Directions hearing, the Court will provide instructions to SPL on the next steps, including what steps might be taken by those investors wishing to exercise a right to be heard in the proceedings. We will keep investors informed accordingly.

Annual Fees

Ordinarily we would be shortly issuing you with the Annual Fee and Rent for the year ended 30 June 2024. In light of the matters raised above, SPL does not intend to issue these invoices as it would not be in the best interests of investors to make any further payments in relation to the Project.

The issue in this regard extends beyond the prospect of the winding up of the Project. To the extent that investors might permissibly defer the payment of annual rent and annual management fees, SPL's view is that it is in investors' (separate) interests that they do so. Amounts paid now are unlikely to be recoverable in the Project.


For present purposes, SPL will not be rendering the annual invoices. This is an issue that will be raised with the Court at the first opportunity.

FAQ

We understand the gravity of this situation and have prepared a FAQ to assist investors. This FAQ and other information can be found on the SPL website – www.sandalwoodproperties.com.au

Should you have any questions or concerns, please contact our investor information line on (08) 9723 7372 or email projects@sandalwoodproperties.com.au.

Yours sincerely



Kent Burwash
Chairman
Sandalwood Properties Ltd

16 Expert's opinion on TFS Sandalwood Project 2016

16.1 Opinion 1 (Grower Outcomes)

- 16.1.1 Grower Outcomes on the basis that the scheme runs to its scheduled Harvest date and assuming Quintis **does** purchase sandalwood in the Tender Process.
- 16.1.2 Based on the assumptions and inputs detailed herein, I have calculated aggregated Grower Outcomes will be **A\$(285,085)** for Scheme 2016.
- 16.1.3 This indicates that there is an estimated net loss for the Scheme overall. The outcome is reported at the overall Scheme level and does not take into consideration SPL's right to recover the losses, or any part thereof, from Growers. Refer to section 17 for consideration of the recoverability for certain costs from Growers.

16.2 Opinion 2 (ex Quintis Grower Outcomes)

- 16.2.1 As explained in section 6.2 Grower Outcomes and ex Quintis Grower Outcomes are the same for Schemes 2008, 2009, 2010, 2011, 2013, 2014, 2015 and 2016.

16.3 Opinion 3 (Grower Outcomes – each Grower)

- 16.3.1 Grower Outcomes (schedule of estimated net returns to, or contributions required from, each Grower, on the basis that the Scheme runs to its scheduled Harvest date).
- 16.3.2 A full schedule of Grower Outcomes can be found at Appendix D.1. A summary of the Scheme 2016 scheme can be seen in the Table below:

Table 63 Summary of Returns to Growers per Grower Outcomes

Grower Outcomes	Scheme 2016	
	Total (A\$)	No. of Growers
Outcome > \$0	-	-
Outcome \$0 & -\$10,000	(260,724)	194
Outcome < -\$10,000	(24,361)	2
Aggregate	(285,085)	196

- 16.3.3 Based on the current key assumptions, I estimate that there will not be a return to Growers participating in Scheme 2016 should the Scheme run to its scheduled Harvest date.
- 16.3.4 The outcome is reported at the overall Scheme level and does not take into consideration SPL’s right to recover the losses, or any part thereof, from Growers. Refer to section 17 for consideration of the recoverability for certain costs from Growers.

16.4 Opinion 4 (ex Quintis Grower Outcomes – each Grower)

- 16.4.1 As explained in section 6.2 Grower Outcomes and ex Quintis Grower Outcomes are the same for Schemes 2008, 2009, 2010, 2011, 2013, 2014, 2015 and 2016.

16.5 Opinion 5 (Grower Outcomes – Winding Up scenario)

- 16.5.1 Grower Outcomes schedule of estimated net returns to, or contributions required from, each Grower, on the basis that the Scheme is wound up on 20 December 2023.
- 16.5.2 A full schedule of Grower Outcomes can be found at Appendix D.3. A summary of the Scheme 2016 scheme can be seen in the Table below. I note that a return to Growers has been calculated based on the remittance of Trust Monies apportioned based on lot size.

Table 64 Summary of Returns to Growers per Winding Up

Winding Up	Scheme 2016	
	Total (A\$)	No. of Growers
Outcome > \$0	424,455	196
Outcome \$0 & -\$10,000	-	-
Outcome < -\$10,000	-	-

Winding Up	Scheme 2016	
	Total (A\$)	No. of Growers
Aggregate	424,455	196

16.5.3 Based on the assumptions detailed in the Report, I have calculated that there will be a return to Growers should Scheme 2016 be wound up as Trust Monies currently held by the RE will be returned to Growers.

16.6 Analysis

16.6.1 Key scheme metrics are illustrated in the table below:

Table 65 MIS Tender Cashflow

MIS TENDER CASHFLOW		Scheme 2016
Total Cash Inflows		\$2,615,204
Total Cash Outflows		(\$2,900,288)
Net Cashflow		(\$285,085)
Negatives	\$	(\$285,085)
Positives	\$	\$0
Negatives	#	196
Positives	#	0

16.6.2 The inputs for my analysis are captured in the table below:

Table 66 Summary of Inputs for Scheme 2016

Inputs	Indexation Rate	Unit	Scheme 2016
Corresponding calendar year			2032
Harvest year			2032
Planted ha.		ha.	67

Inputs	Indexation Rate	Unit	Scheme 2016
Non-electing ha.		ha.	100%
Harvest ha.		ha.	67
Tonnes of HW tendered		(t)	105
Pricing achieved at tender		\$/t	25,000
Volume		(t)	250
Quintis purchases		(t)	0
Yield		HW/t	5.95
Yield reduction		%	(73.78%)
Updated yield		HW/t	1.56
Adjusted yield		HW/t	1.56
Turn on storage fees?			No
Storage costs (If turned on)	2.8%	\$	2,564
Remove sunk costs? (Year 13 & 14 Fees)			No
Costs of Harvest and Processing	2.8%	\$	23,079
Restoration Costs	2.8%	\$	6,411
Selling and Marketing Fee		%	5.00%
RE Cost Recoveries	2.8%	\$	337,205
Deferred fees		%	17.39%
Trust monies		\$	424,455
Market capacity		(t)	250
Excess market capacity		(t)	(145)

16.7 Outcome for Growers

- 16.7.1 As noted in the tables above, it appears that there is no return to Growers expected if the Scheme proceeds to a full Harvest given:
- (a) The low yield anticipated for this project.
 - (b) Differing from Schemes 2007 - 2010, the maximum market volume cap of c.250t is greater than the tonnes Harvested, nonetheless the Project is still forecasting a loss. In addition, for the reasons set out above in sections 1.3.2 I don't believe that the addressable market would be as high as 250t, and therefore the amount sold is likely to be less than modelled and hence the losses are likely to be greater.
 - (c) Anticipated market saturation as a direct result of significant oversupply anticipated to be brought onto the market from corporate and institutional investors from 2024 as well as the cumulative unsold tonnage from previous Harvested Schemes (although the latter point has not been modelled).
 - (d) Associated Costs of Harvest and Processing, Selling and Marketing Fee and other costs exceeding the likely Gross Proceeds from Sale.
- 16.7.2 In a winding up scenario, Growers are estimated to receive an aggregated return of \$424,455 which represents:
- (a) No Harvest of the plantation area and subsequently no Net Proceeds of Sale available to distribute to Growers.
 - (b) No obligation for Growers to pay further funds.
 - (c) Distribution of the Trust Monies held by SPL to Growers.
- 16.7.3 Accordingly, it is my opinion that, based on the information available to me at this time, Scheme 2016 should proceed to be wound up.
- 16.7.4 I note that there is uncertainty in the forecasted Harvest outcomes due to the length of time between writing this Report and the anticipated Harvest date and, as such, this position should be revisited closer to the Harvest date.
- 16.7.5 In addition, regard would need to be had for whether sufficient scale remains in this Project (alongside the 2015 Project) to support the infrastructure that Quintis would be required to hold to proceed through to Harvest.
- 16.7.6 Important to note is that these results have been modelled on an addressable market, being the ability to sell 250t, however even if it was economic to Harvest, which the results have not indicated is the case, then the following factors would likely depress any surplus proceeds which would make the Scheme uneconomic to proceed to Harvest:

- (a) Oversupply of corporate and institutional Quintis Group production;
 - (b) Associated downward pressure on market demand due to potential oversupply; and
- Availability of buyers to participate in the Tender Process for the Scheme produce when having regard to alternate suppliers of Sandalwood.

Notice

Corporations Act 2001
Paragraph 436E(3)(b)
Regulation 5.3A.03A

NOTICE OF FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

Company details

Company: Quintis Leasing Pty Ltd (Administrators Appointed)
ACN: 080 978 721

Status: **Administrators Appointed**
Appointed: 20 December 2023

Meeting details

Notice is given that a first meeting of the creditors of the Company, or a first meeting for each of the Companies, (for multiple companies), will be held:

Location: KordaMentha
Level 10, 40 St Georges Terrace
Perth WA 6000

Meeting date: 04 January 2024
Meeting time: 11:00AM

(If multiple companies, see special instructions for meeting times)

Agenda

The purpose of the meeting(s) is to consider:

- a. whether to appoint a committee of inspection; and
- b. if so, who are to be the committee's members.

At the meeting, creditors may also, by resolution:

- a. remove the administrator(s) from office; and
- b. appoint someone else as administrator(s) of the Company.

Proof of debt and proxies

Creditors wishing to attend are advised proofs and proxies are to be submitted to the Administrator by:

Time: 5:00PM
Date: 03 January 2024

Date of Notice: 01 January 2024

Richard Tucker
Administrator

Scott Kershaw
Joint Appointees

Address KordaMentha
Level 10, 40 St Georges Terrace

Contact person	Perth WA 6000 Isabelle Brown
Contact number	0892209343
Facsimile	
Email	ibrown@kordamentha.com

Notice

Corporations Act 2001
Paragraph 446A(5)(b)
Regulation 5.3A.06A

NOTICE OF DEEMED SPECIAL RESOLUTION TO WIND UP A COMPANY

Company details

Company: Quintis Leasing Pty Ltd
ACN: 080 978 721
Status: **In Liquidation**
Appointment Date: 06 March 2024

Resolution

Notice is given that, on the resolution date set out below, the Company is taken, because of paragraph 446A(1)(a) to have passed a special resolution under s491 that the Company be wound up voluntarily.

Date of resolution: 06 March 2024

Date of Notice: 07 March 2024

Richard Tucker
Liquidator

Scott Kershaw
Joint Appointees

Address KordaMentha
Level 44, 108 St Georges Terrace
Perth WA 6000
Contact person Isabelle Brown
Contact number 08 9220 9343
Facsimile
Email ibrown@kordamentha.com

26 March 2024

**IMPORTANT INVESTOR UPDATE – SCHEME WIND UP
TFS SANDALWOOD PROJECT 2011 (ARSN 150 211 171) (“SCHEME”)**

We refer to our update dated 12 March 2024, notifying that the Supreme Court of Western Australia has made orders relating to the winding up of the managed investment schemes referenced in the orders.

A copy of the Court orders dated 12 and 14 March 2024 are enclosed (**Orders**).

Winding Up Process

The Orders direct Sandalwood Properties Ltd (**SPL**), as Responsible Entity, to wind up the Scheme.

SPL has commenced the winding up and has lodged the required notices with the Australian Securities and Investments Commission (ASIC).

The Constitution of the Scheme sets out the process which SPL is required to follow during the winding up process, in particular:

1. SPL must convert to money all Project Property, deduct all fees, expenses, costs and any other money in accordance with the Constitution and the *Corporations Act 2001* (Cth) (**Corporations Act**) and then divide the balance amongst the Growers according to each Grower’s Proportional Interest (clause 6.3(b)); and
2. SPL must proceed with the winding up efficiently, diligently and without undue delay (clause 6.3(c)).

Project Property

There is no Project Property applicable to this Scheme.

Quintis Leasing and Disclaimer of Head Leases

Your Scheme includes land that is owned by a third party and which is leased to Quintis Leasing Pty Ltd.

Quintis Leasing Pty Ltd went into liquidation on 6 March 2024. As part of the liquidation process, the liquidators will shortly issue notices under s.568 of the Corporations Act disclaiming those head leases (to the extent that they have not already done so). In effect, the disclaimer of a lease will mean that the lease is taken to be terminated. When the head leases are terminated, in effect, the subleases (including any sublease under the Scheme’s Lease and Management Agreements) will also terminate and all of the right, title and interest in the trees on the land passes to the land owner.

Termination of Lease and Management Agreements

Clause 6.5 of the Constitution for the Scheme provides that during the winding up of the Scheme, SPL may terminate any other agreements or arrangements it has entered into with the Growers which relate to the Scheme. SPL must give notice to the Growers of the termination of those agreements or arrangements.

We **enclose** the formal notice to you terminating the Lease and Management Agreement.

SANDALWOOD PROPERTIES LTD

ABN 31 093 330 977

Level 1, 87 Colin Street

West Perth WA 6005

T: +61 (0) 8 9723 7372

E: projects@sandalwoodproperties.com.au

W: www.sandalwoodproperties.com.au

TERMINATION NOTICE

26 March 2024

Dear Grower

**TFS Sandalwood Project 2011 (ARSN 150 211 171) (“Scheme”)
Court Ordered Winding Up
Termination of Lease and Management Agreement**

BACKGROUND

1. On or about 20 June 2011, Quintis Leasing Pty Ltd (in liquidation) (ACN 080 978 721), Sandalwood Properties Ltd (ACN 093 330 977) (formerly T.F.S. Properties Ltd) (**Responsible Entity**) and the Grower entered into a Lease and Management Agreement (the **LMA**) in relation to the Scheme.
2. On 12 March 2024, the Supreme Court of Western Australia ordered that the Scheme be wound up on the grounds that it is just and equitable.
3. Clause 6.5 of the Constitution for the Scheme states “*during the winding up of the Scheme or the Project, the Responsible Entity may terminate any other agreements or arrangements it has entered into with the Growers which relate to the Scheme or the Project (as the case may be)...*”

NOW TAKE NOTICE THAT:

4. Pursuant to Clause 6.5 of the Constitution, the Responsible Entity hereby provides notice to the Grower that the LMA is terminated effective immediately.

Signed on behalf of:



Kent Burwash (Chair)
on behalf of Sandalwood Properties Ltd

SANDALWOOD PROPERTIES LTD

ABN 31 093 330 977

Level 1, 87 Colin Street

West Perth WA 6005

T: +61 (0) 8 9723 7372

E: projects@sandalwoodproperties.com.au

W: www.sandalwoodproperties.com.au

**IN THE SUPREME COURT OF WESTERN AUSTRALIA**COR/200/2023

**EX PARTE:
SANDALWOOD PROPERTIES LTD (ACN
093 330 977)**

First Plaintiff

**ORDERS OF JUSTICE COBBY
MADE ON 12 MARCH 2024**

UPON the application of the plaintiff by originating process filed 19 December 2023 AND UPON HEARING Mr P R Edgar of senior counsel with him Ms E M C Dyer for the plaintiff IT IS ORDERED THAT:

1. Pursuant to section 601ND(1)(a) of the Corporations Act 2001 (Cth), the plaintiff as the responsible entity be directed to wind up the following managed investment schemes on the ground that it is just and equitable to do so:
 - 1.1 TFS Sandalwood Project 2007 (ARSN 123 883 830);
 - 1.2 TFS Sandalwood Project 2008 (ARSN 128 710 261);
 - 1.3 TFS Sandalwood Project 2009 (ARSN 135 373 938);
 - 1.4 TFS Sandalwood Project 2010 (ARSN 142 774 123);
 - 1.5 TFS Sandalwood Project 2011 (ARSN 150 211 171);
 - 1.6 TFS Sandalwood Project 2012 (ARSN 157 880 263);
 - 1.7 TFS Sandalwood Project 2013 (ARSN 161 604 806);
 - 1.8 TFS Sandalwood Project 2014 (ARSN 167 882 493);
 - 1.9 TFS Sandalwood Project 2015 (ARSN 604 615 232); and
 - 1.10 TFS Sandalwood Scheme 2016 Retail Investment Offer (ARSN 610 346 864).
2. There be liberty to the plaintiff to apply.

BY THE COURT

THE HONOURABLE JUSTICE G COBBY

**IN THE SUPREME COURT OF WESTERN AUSTRALIA**COR/200/2023

EX PARTE:

**SANDALWOOD PROPERTIES LTD (ACN 093
330 977)**

Plaintiff

**ORDERS OF JUSTICE COBBY
MADE ON 14 MARCH 2024****UPON THE APPLICATION by the plaintiff by letter dated 13 March 2024 IT IS
ORDERED THAT:**

1. The orders made 12 March 2024 herein be corrected by:
 - (a) deleting the incorrect Australian Registered Scheme Number of the TFS Sandalwood Project 2010 in paragraph 1.4 of the orders and substituting "ARSN 142 774 132" in its place; and
 - (b) correcting the name of the scheme identified in paragraph 1.10 of the orders to read "TFS Indian Sandalwood Project 2016 - Retail Investment Offer (ARSN 610 346 864)".

BY THE COURT

THE HONOURABLE JUSTICE G COBBY

DANIEL WOODHOUSE
HAYDEN WHITE
JOHN PARK
AS JOINT AND SEVERAL RECEIVERS AND MANAGERS

AND

GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD
AS COLLATERAL TRUSTEE

DEED OF APPOINTMENT

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THIS DEED OF APPOINTMENT is made on 2 April 2024

BETWEEN

- (1) **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD** as Collateral Trustee (the "**Collateral Trustee**");
- (2) **DANIEL WOODHOUSE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000;
- (3) **HAYDEN WHITE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000; and
- (4) **JOHN PARK** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000.

WHEREAS

- (A) By the Security Document, each Security Provider granted the Security over the Secured Property in favour of the Collateral Trustee to secure the payment and discharge of the Secured Money and/or the performance of the obligations under the Finance Documents.
- (B) An Event of Default has occurred that is continuing under each Indenture and the Security granted under the Security Document has become enforceable.
- (C) The Instructing Group has instructed the Collateral Trustee to enforce the Security granted under the Security Document and to appoint receivers and managers under the Security Document including under Clause 8.7 (*Appoint Receiver*) of the Security Document.
- (D) The Collateral Trustee, in its capacity as trustee of the Trust, hereby requests that the Receivers accept an appointment to act as receivers and managers in relation to the Secured Property, and the Receivers have agreed to accept the appointment as receivers and managers on the terms of this Deed.

1. DEFINED TERMS & INTERPRETATION

1.1 Defined terms from Collateral Trust Deed

In this Deed (including the Recitals) all capitalised terms and expressions not otherwise defined shall have the meaning ascribed thereto in the Collateral Trust Deed.

1.2 Other defined terms

Authorised Representative means:

- a) in respect of a Security Provider, a director or secretary of that Security Provider or any person it specifies in writing (with a certified copy of that person's

specimen signature) as being its authorised representative for the purposes of this document and the Security; or

- b) in respect of the Collateral Trustee, a Holder Representative or the Receivers, a person whose title or acting title includes manager, associate, director, executive, chief, head, counsel, president, vice president, trust officer or a person notified to the other parties as being its attorney or authorised representative for the purposes of this Deed and the Security.

BlackRock Holders means BlackRock Global Allocation Fund, Inc., BlackRock Global Allocation Collective Fund, BlackRock Global Allocation Portfolio of the BlackRock Series Fund, Inc., BlackRock Global Allocation V.I. Fund of the BlackRock Variable Series Funds, Inc., JNL/BlackRock Global Allocation Fund of JNL Series Trust, BlackRock Global Funds-Global Allocation Fund, LVIP BlackRock Global Allocation Fund Lincoln Variable Insurance Products Trust and BlackRock Global Allocation Fund (Australia).

BlueBay Holders mean BlueBay Destra International Event-Driven Credit Fund, The Event Driven Credit (Master) Fund Limited, BlueBay Global Monthly Income Bond Fund, BlueBay Funds – BlueBay High Yield ESG Bond Fund, BlueBay Funds – BlueBay Global High Yield Bond Fund, BlueBay Funds – BlueBay Global High Yield ESG Bond Fund, LGT Select Funds – LGT Select Bond High Yield, BlueBay European High Yield Bond Fund (Canada), Stichting Bedrijfstakpensioenfondsvoor het Beroepsvervoer over de Weg, RBC BlueBay High Yield Bond Fund, BlueBay Funds – BlueBay Total Return Credit Fund, BlueBay Structured Funds – Total Return Diversified Credit Fund, Pool Reinsurance Company Limited, Global Funds SPC – Total Return Credit SP, BlueBay \$U.S. Global High Yield Bond Fund (Canada).

Collateral Trust Deed means the collateral trust deed originally dated 21 June 2011 and made between Global Loan Agency Services Australia Nominees Pty Ltd as Collateral Trustee, GLAS Trust Company LLC as First Lien Indenture Trustee, GLAS Trust Company LLC as Second Lien Indenture Trustee, each person named in Schedule 1 therein and the Quintis (Australia) Collateral Trust as amended on 27 July 2016 and on 22 October 2018 and as acceded to by each of Fieldpark Pty Ltd and Quintis (Australia) Pty Ltd, respectively, via the accession deeds each dated 11 October 2018.

Costs and Remuneration means any costs, fees or other remuneration, charges, expenses or other outgoings incurred in or incidental to this appointment or the exercise or performance or attempted exercise or performance of any power by the Receivers.

Deed means this Deed.

Excluded Property has the same meaning as ascribed in the Security Document.

FTI means FTI Consulting (Australia) Pty Ltd and its associated entities (as defined in the Corporations Act 2001 (Cth)), Level 22, Gateway Macquarie Place, Sydney NSW 2000.

Holder Representatives means the representatives of each of the BlackRock Holders (jointly), the BlueBay Holders (jointly) and the Tor Holder.

Obligations means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Collateral Trustee under or in respect of this Deed or at general law in respect of the appointment of the Receivers under this Deed.

Party means a party to this Deed.

Receivers means Daniel Woodhouse, John Park and Hayden White in their capacity as receivers and managers of the Secured Property as appointed under the terms of this Deed.

Recovery Proceeds means all money or other property received by the Receivers or any person acting on the Receivers' behalf under the Collateral Trust Deed or the Security Document.

Secured Property means all property and assets that are the subject of the Security under the Security Document, including (without limitation) all land and real property leased, occupied, used or owned by a Security Provider pursuant to the term of the Security Document (including, without limitation) such interests comprised in the titles set out in Schedule 2 (*Land titles*), but excluding (subject to Clause 3.7 of the Security Document) the Excluded Property.

Security Document means the fixed and floating charge originally dated 21 June 2011 entered into by, amongst others, the Security Providers in favour of the Collateral Trustee (directly or indirectly) as amended by the amendment Deed dated 27 July 2016 and the Scheme and as acceded to by each of Fieldpark Pty Ltd and Quintis (Australia) Pty Ltd, respectively, via the accession deeds each dated 11 October 2018.

Security Providers means the entities listed in Schedule 1 (*Security Providers*) of this Deed.

Tor Holder means Tor Asia Credit Master Fund LP.

Trust means the Quintis (Australia) Collateral Trust.

THE PARTIES AGREE as follows:

2. APPOINTMENT

- 2.1 The Collateral Trustee in its capacity as trustee of the Trust, pursuant to its powers and obligations under and in accordance with the provisions of the Security Document, hereby appoints the Receivers jointly and severally to be the receivers and managers of the Secured Property secured to the Collateral Trustee under the terms of the Security Document so that each of the Receivers may, subject to the other terms of this Deed, exercise all powers conferred by the Security Document and by law and benefit from all the provisions expressed to be in their favour in the Security Document. For the avoidance of doubt, the Receivers shall not be appointed as receivers and managers over any assets, property or interests which are Excluded Property.
- 2.2 The Receivers each accept this appointment by their execution of this Deed.

- 2.3 Each Receiver acknowledges and agrees that the Collateral Trustee is bound to act as nominee for, and on the instructions of, the Instructing Group in accordance with the terms of the Collateral Trust Deed.

3. RECEIVERS' POWERS

- 3.1 The Receivers have all the powers, authorities and discretions conferred upon and vested in receivers and managers under and by virtue of the Security Document or by law.
- 3.2 Each of the Receivers warrant to the Collateral Trustee that they are not disqualified from acting as receivers and managers of the Secured Property pursuant to section 418 of the *Corporations Act 2001* (Cth).

4. DUTIES OF THE RECEIVERS

- 4.1 The Receivers must:

- a) pay into an account opened by the Receivers entitled Receivers' Account or a similar name all money and negotiable instruments immediately when received or controlled by them;
- b) appropriate and apply all Recovery Proceeds in accordance with Clause 10 (*Application of Proceeds and Reimbursement and Remuneration of Receivers*) of this Deed;
- c) operate the account or accounts by way of Electronic Funds Transfer (EFT) provided that any EFT is authorised by the Receivers;
- d) give to the Collateral Trustee on request accounts and statements in connection with the receivership as the Collateral Trustee may from time to time require; and
- e) ensure that the Collateral Trustee's respective rights and interests are noted on any insurance policy taken out in the names of the Security Providers (as applicable) or the Receivers (any separate insurance in the name of the Collateral Trustee being operated on an excess of recoverable insurance basis).

- 4.2 The Receivers:

- a) shall liaise, consult or otherwise communicate with each Holder Representative (in addition to the Collateral Trustee) in connection with all material steps taken or proposed to be taken in relation to the Secured Property; and
- b) save as otherwise required by compulsion of law, must otherwise not act on the instructions of any person other than the Collateral Trustee acting on the instructions of the relevant Instructing Group wherever required by, and as provided in accordance with, the terms of the Finance Documents.

5. AGENCY

To the extent permitted by law, the Receivers shall be agents of each Security Provider and each Security Provider shall be responsible for the Receivers' actions, remuneration and defaults.

6. TERMINATING THE APPOINTMENT

6.1 The appointment of each of the Receivers may be terminated:

- a) by the Collateral Trustee (acting on the instruction of the Instructing Group) giving the relevant Receiver three Business Days' written notice; or
- b) by a Receiver giving the Collateral Trustee three Business Days' written notice.

6.2 The Receivers must not incur any further liabilities on behalf of a Security Provider in their capacity as Receivers after the termination of their appointment in respect of the relevant Security Provider has become effective.

6.3 Termination of this appointment in respect of any Security Provider will not entitle the Receivers to any compensation.

6.4 Without limitation to their rights at law, in equity or otherwise, upon termination of the Receivers' appointment, the Receivers are entitled to retain such part of the Secured Property as is required, in their reasonable opinion, to satisfy the Receivers' liabilities, including any accrued but unpaid remuneration of the Receivers, to the extent that there is an entitlement that such liabilities or remuneration be paid, reimbursed or indemnified (whether directly or indirectly) out of the Secured Property in accordance with this Deed.

7. ASSIGNMENT

7.1 Assignment by Receivers

The Receivers cannot assign, charge, encumber or otherwise deal with any of their rights or obligations under this deed, or attempt or purport to do so, without the prior written consent of the Collateral Trustee.

7.2 Assignment by Collateral Trustee

- a) Subject to clause 7.2(b), the Collateral Trustee cannot assign, transfer by novation, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of the Receivers.
- b) The Collateral Trustee may assign or transfer by novation its rights or obligations under this Deed to a replacement Collateral Trustee (the "**Incoming Collateral Trustee**"), without the consent of the Receivers, if;
 - (i) the Collateral Trustee (the "**Outgoing Collateral Trustee**") ceases to be the Collateral Trustee under the Collateral Trust Deed in accordance with the terms of the Finance Documents; and

- (ii) the Outgoing Collateral Trustee procures that the Incoming Collateral Trustee executes a deed in favour of the Receivers undertaking to be bound by this Deed.
- c) Upon the Incoming Collateral Trustee executing the deed referred to in clause 7.2(b), the incoming Collateral Trustee will have all the rights, powers and obligations of the Collateral Trustee under this deed, and the Outgoing Collateral Trustee will be discharged from those rights, powers and obligations.

8. LIABILITY OF THE COLLATERAL TRUSTEE AND COLLATERAL TRUSTEE'S INDEMNITY

- 8.1 Each of Clause 8.1 (*Limit on Liability*) and Clause 17 (*Protection of the Collateral Trustee*) of the Collateral Trust Deed applies to this Deed as if set out in full in this Deed and all references to **this document** were references to this Deed and all references to a **party** or **parties** were references to a Party to or to the Parties (as appropriate).
- 8.2 Without prejudice to any right of indemnity given to it by law or equity, and in addition to, and without prejudice to, any other indemnity in any other Finance Document, Clause 9 (*Collateral Trustee's Indemnity*) of the Collateral Trust Deed applies to this Deed as if set out in full in this Deed and all references to **this document** were references to this Deed and all references to a **party** or **parties** were references to a Party or to the Parties (as appropriate).
- 8.3 Neither the Receivers (if and for so long as they are acting as agents of the Security Providers and without in any way limiting Clause 5 (*Agency*)) nor any attorney, agent or other person appointed in accordance with this Deed has authority to act on behalf of the Collateral Trustee in a way which exposes the Collateral Trustee to any personal liability, and no act or omission of the Receivers or any such other person will be considered fraud, gross negligence or wilful misconduct of the Collateral Trustee.
- 8.4 Notwithstanding any other provisions of this Deed to the contrary, the Collateral Trustee is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any laws or regulations, or any applicable sanctions legislation.

9. INDEMNITY

- 9.1 Pursuant to the terms of the Finance Documents, including under Clause 18.2 (*Enforcement and other expenses*) and Clause 18.6 (*General indemnity*) of the Collateral Trust Deed, each Security Provider agreed, subject to the terms set out therein, to indemnify any receiver appointed and pay on demand amounts equal to, any Loss arising as a result of or in connection with the matters set out therein.
- 9.2 The Receivers are entitled to enforce this indemnity. However, the value of such indemnity will be limited to the value of the Secured Property, such that the maximum amount recoverable by the Receivers under the indemnity is the net realisable value of the Secured Property.

9.3 This indemnity survives the expiry or termination of this Deed or the Receivers ceasing to hold that office for any reason (insofar as it applies to the acts or omissions of the Receivers prior to them ceasing to hold that office).

10. APPLICATION OF PROCEEDS AND REIMBURSEMENT AND REMUNERATION OF RECEIVERS

10.1 The Receivers must pay any Recovery Proceeds to the Collateral Trustee to be applied in the order and manner set out in Clause 12.3 (*Distribution of Secured Money received after Enforcement Date*) of the Collateral Trust Deed.

10.2 For the purposes of Clause 12.3(b)(iii) (*Distribution of Secured Money received after Enforcement Date*) of the Collateral Trust Deed, the Receivers' Costs and Remuneration for their services under this appointment will be calculated at the rates set from time to time by FTI, commencing with the rates set out in Schedule 3 (*FTI Fees*) which are exclusive of GST and disbursements.

10.3 The Receivers shall have the right to increase the rates set out in Schedule 3 (*FTI Rates*) every 12 months commencing from the date of this Deed, provided that the Receivers have provided 30 days' notice to the Collateral Trustee and consulted with the Collateral Trustee on the relevant increase.

10.4 The Receivers will not be entitled to be paid or reimbursed for any Costs and Remuneration other than in accordance with the terms of this Deed and Clause 12.3 (*Distribution of Secured Money received after Enforcement Date*) of the Collateral Trust Deed.

10.5 The Receivers shall provide to the Collateral Trustee an update on their Costs and Remuneration on the last Business Day of each month or upon receiving a request from the Collateral Trustee.

10.6 Without limiting Clause 10.4 the Receivers must not seek to recover any Costs or Remuneration by:

- a) bringing proceedings against the Collateral Trustee in its personal capacity or, other than for the purpose of recovering amounts which the Collateral Trustee is obliged to pay to the Receivers under Clause 12.3 (*Distribution of Secured Money received after Enforcement Date*) of the Collateral Trust Deed, in its capacity as Collateral Trustee; or
- b) applying to have the Collateral Trustee put into administration or wound up or applying to have a receiver or similar person appointed to the Collateral Trustee or proving in the administration or winding up of the Collateral Trustee.

11. NOTICES

11.1 Any notice given under this Deed:

- a) must be in writing addressed to the intended recipient at the address shown in Clause 11.2 below or any other address notified by the intended recipient;
- b) must be signed by an Authorised Representative;

- c) will be taken to be duly given or made:
- (i) in the case of delivery in person, on delivery;
 - (ii) if sent by post, on the second Business Day after the date of posting; or
 - (iii) if by email, at the time of transmission,

but if delivery or transmission is not on a Business Day or is later than 4pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day.

11.2 Details

The details for each party shall be as set out below as varied by any notice given by the recipient to either the Collateral Trustee or the Receivers.

Collateral Trustee

Notice details Level 23, Governor Philip Tower, 1 Farrer Place, Sydney NSW
2000, Australia

Attention Transaction Management Group (Quintis)

Fax N/A

Email apac@glas.agency

Receivers

Notice details FTI Consulting, Level 47, Central Park, 152 – 158 St Georges
Terrace, Perth, WA 6000

Attention Daniel Woodhouse, Hayden White and John Park

Fax N/A

Email

Holder Representatives

BlackRock Holders

Notice details BlackRock Advisors, LLC
1 University Square Drive
Princeton, NJ 08540

Attention Sarah Thompson
 Fax N/A
 Email sarah.thompson@blackrock.com

BlueBay Holders

Notice details c/o RBC BlueBay Asset Management, 100 Bishopsgate, EC2N 4AA
 London, United Kingdom

Attention Duncan Farley and Johanna Sandre

Fax N/A

Email dfarley@bluebay.com
 jsandre@bluebay.com

Tor Holder

Notice details Tor Investment Management (Hong Kong) Limited
 Henley Building 19/F
 5 Queen's Road Central
 Hong Kong

Attention:

Attention Elissa Chao

Fax N/A

Email echao@torinvestment.com

12. GENERAL

12.1 Governing law

- a) This Deed is governed by the laws of Western Australia.
- b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

12.2 Giving effect to this Deed

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed.

12.3 Operation of this Deed

- a) This Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- b) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

12.4 No waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

12.5 Counterparts

This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

12.6 Attorneys

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

IN WITNESS WHEREOF this Deed has been executed as a Deed and is delivered as a Deed by each of the parties on the date stated at the beginning of this Deed.

THE COLLATERAL TRUSTEE

SIGNED, SEALED AND DELIVERED as a **DEED**

by **GLOBAL LOAN AGENCY SERVICES AUSTRALIA
NOMINEES PTY LTD** as **COLLATERAL TRUSTEE**


PETER IP

in the presence of:

Name: Geoffrey Chen

Occupation: Lawyer

Address: Level 24, 10 Carrington
Street, Sydney NSW
2000 Australia

.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a DEED

by **DANIEL WOODHOUSE**

in the presence of:

Name: MATTHEW CHIVERS.....

Occupation: CHARTERED ACCOUNTANT.....

Address: LEVEL 47, CENTRAL PARK
152-158 ST. GEORGES TERRACE
PERTH, WA, 6000.....

SIGNED, SEALED AND DELIVERED as a DEED

by **HAYDEN WHITE**

in the presence of:

Name:

Occupation:

Address:

.....
.....
.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a DEED

by **DANIEL WOODHOUSE**

in the presence of:

Name:

Occupation:

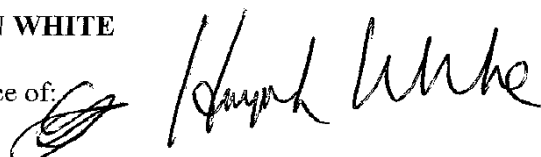
Address:

.....
.....
.....

SIGNED, SEALED AND DELIVERED as a DEED

by **HAYDEN WHITE**

in the presence of:



Name: .. Luke Goss

Occupation: .. Insurance Broker

Address: .. 93 Banksia Tce

..... Kensington WA 6151

SIGNED, SEALED AND DELIVERED as a **DEED**

by **JOHN PARK**



in the presence of:

Name: *Ashleigh Ubank*.....

Occupation: *Executive Assistant*.....

Address: *Level 20, 345 Queen*.....
Street, BRISBANE QLD 4000.....

.....
.....



Schedule 1**Security Providers**

1. Quintis (Australia) Pty Ltd ACN 626 970 821
2. Sandalwood Properties Ltd (formerly known as T.F.S. Properties Ltd) ACN 093 330 977 (in its personal capacity and not as trustee of any trust)
3. Quintis Forestry Pty Ltd (formerly known as Tropical Forestry Services Ltd) ACN 080 139 966
4. Arwon Finance Pty Ltd ACN 072 486 643
5. Quintis Leasing Pty Ltd (in liquidation) (formerly known as T.F.S. Leasing Pty Ltd) ACN 080 978 721
6. Fieldpark Pty Ltd ACN 113 440 841
7. Mt Romance Holdings Pty Ltd ACN 115 659 606
8. Quintis Sandalwood Pty Ltd (formerly known as Mt Romance Australia Pty Ltd) ACN 060 122 698
9. About Time We Met Pty Ltd (formerly known as Australia Sandalwood Oil Co. Pty Ltd) ACN 088 257 498

**Schedule 2
Land Titles**

State	Title Number	Registered Title Owner
NT	862/343	Sandalwood Properties Limited
NT	862/344	Sandalwood Properties Limited
NT	861/066	Sandalwood Properties Limited
NT	838/316	Sandalwood Properties Limited
NT	838/309	Sandalwood Properties Limited
NT	838/308	Sandalwood Properties Limited
NT	838/310	Sandalwood Properties Limited
QLD	50161857	Sandalwood Properties Limited
QLD	50267479	Sandalwood Properties Limited
QLD	50233771	Sandalwood Properties Limited
QLD	50161856	Sandalwood Properties Limited
QLD	50161858	Sandalwood Properties Limited
QLD	50161859	Sandalwood Properties Limited
QLD	50844059	Sandalwood Properties Limited
QLD	21440017	Sandalwood Properties Limited
QLD	50844058	Sandalwood Properties Limited
QLD	46012096 (Water allocation right)	Sandalwood Properties Limited
QLD	46012100 (Water allocation right)	Sandalwood Properties Limited
QLD	46012102 (Water allocation right)	Sandalwood Properties Limited
QLD	46012119 (Water allocation right)	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	46012104 (Water allocation right)	Sandalwood Properties Limited
QLD	50863679	Sandalwood Properties Limited
QLD	50863680	Sandalwood Properties Limited
QLD	50863681	Sandalwood Properties Limited
QLD	50863682	Sandalwood Properties Limited
QLD	50865440	Sandalwood Properties Limited
QLD	50865444	Sandalwood Properties Limited
QLD	50866257	Sandalwood Properties Limited
QLD	21226105	Sandalwood Properties Limited
QLD	21226107	Sandalwood Properties Limited
QLD	21185064	Sandalwood Properties Limited
QLD	21085139	Sandalwood Properties Limited
QLD	21226106	Sandalwood Properties Limited
QLD	21069184	Sandalwood Properties Limited
QLD	50226811	Sandalwood Properties Limited
QLD	46012103 (Water allocation right)	Sandalwood Properties Limited
QLD	46012109 (Water allocation right)	Sandalwood Properties Limited
QLD	46012105 (Water allocation right)	Sandalwood Properties Limited
QLD	46012107 (Water allocation right)	Sandalwood Properties Limited
QLD	46012112 (Water allocation right)	Sandalwood Properties Limited
QLD	46012121 (Water allocation right)	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	50864669	Sandalwood Properties Limited
QLD	50864670	Sandalwood Properties Limited
QLD	50864671	Sandalwood Properties Limited
QLD	50865458	Sandalwood Properties Limited
QLD	50866265	Sandalwood Properties Limited
QLD	50976447	Sandalwood Properties Limited
QLD	50976447	Sandalwood Properties Limited
QLD	46012111 (Water allocation right)	Sandalwood Properties Limited
QLD	50149219	Sandalwood Properties Limited
QLD	46012449 (Water allocation right)	Sandalwood Properties Limited
QLD	21191028	Sandalwood Properties Limited
QLD	21575037	Sandalwood Properties Limited
QLD	46021216 (Water allocation right)	Sandalwood Properties Limited
QLD	50800933	Sandalwood Properties Limited
QLD	21582112	Sandalwood Properties Limited
QLD	50672094	Sandalwood Properties Limited
QLD	46012136 (Water allocation right)	Sandalwood Properties Limited
QLD	46012137 (Water allocation right)	Sandalwood Properties Limited
QLD	46012727 (Water allocation right)	Sandalwood Properties Limited
QLD	46012844 (Water allocation right)	Sandalwood Properties Limited
QLD	50961113	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	50666779	Sandalwood Properties Limited
QLD	50800934	Sandalwood Properties Limited
QLD	46012128 (Water allocation right)	Sandalwood Properties Limited
QLD	46012728 (Water allocation right)	Sandalwood Properties Limited
QLD	46012828 (Water allocation right)	Sandalwood Properties Limited
QLD	21202078	Sandalwood Properties Limited
QLD	21451011	Sandalwood Properties Limited
QLD	21202052	Sandalwood Properties Limited
QLD	46012127 (Water allocation right)	Sandalwood Properties Limited
QLD	46012846 (Water allocation right)	Sandalwood Properties Limited
QLD	50928824	Sandalwood Properties Limited
QLD	50928825	Sandalwood Properties Limited
QLD	21191011	Sandalwood Properties Limited
QLD	50643972	Sandalwood Properties Limited
QLD	46012077 (Water allocation right)	Sandalwood Properties Limited
QLD	46012078 (Water allocation right)	Sandalwood Properties Limited
QLD	46012081 (Water allocation right)	Sandalwood Properties Limited
QLD	46012088 (Water allocation right)	Sandalwood Properties Limited
QLD	46015049 (Water allocation right)	Sandalwood Properties Limited
QLD	21191135	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	21191136	Sandalwood Properties Limited
QLD	46012080 (Water allocation right)	Sandalwood Properties Limited
QLD	46018291 (Water allocation right)	Sandalwood Properties Limited
QLD	46012106 (Water allocation right)	Sandalwood Properties Limited
QLD	46018288 (Water allocation right)	Sandalwood Properties Limited
QLD	46018289 (Water allocation right)	Sandalwood Properties Limited
QLD	46018290 (Water allocation right)	Sandalwood Properties Limited
QLD	46018292 (Water allocation right)	Sandalwood Properties Limited
QLD	46018293 (Water allocation right)	Sandalwood Properties Limited
QLD	50484885	Sandalwood Properties Limited
QLD	50484981	Sandalwood Properties Limited
QLD	50992488	Sandalwood Properties Limited
QLD	50992489	Sandalwood Properties Limited
QLD	21202166	Sandalwood Properties Limited
QLD	21202167	Sandalwood Properties Limited
QLD	46021269 (Water allocation right)	Sandalwood Properties Limited
QLD	40032529 (Crown Leasehold title)	Sandalwood Properties Limited
QLD	21191049	Sandalwood Properties Limited
QLD	21191050	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	46012198 (Water allocation right)	Sandalwood Properties Limited
QLD	21211137	Sandalwood Properties Limited
QLD	46012213 (Water allocation right)	Sandalwood Properties Limited
QLD	46018635 (Water allocation right)	Sandalwood Properties Limited
QLD	46018637 (Water allocation right)	Sandalwood Properties Limited
QLD	46018638 (Water allocation right)	Sandalwood Properties Limited
QLD	50261121	Sandalwood Properties Limited
QLD	21123015	Sandalwood Properties Limited
QLD	21163147	Sandalwood Properties Limited
QLD	46012193 (Water allocation right)	Sandalwood Properties Limited
QLD	50236751	Sandalwood Properties Limited
QLD	21085140	Sandalwood Properties Limited
QLD	21141034	Sandalwood Properties Limited
QLD	21544194	Sandalwood Properties Limited
QLD	21565200	Sandalwood Properties Limited
QLD	21544195	Sandalwood Properties Limited
QLD	46012097 (Water allocation right)	Sandalwood Properties Limited
QLD	46012110 (Water allocation right)	Sandalwood Properties Limited
QLD	51076551	Sandalwood Properties Limited
QLD	21060188	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	46012099 (Water allocation right)	Sandalwood Properties Limited
QLD	50987145	Sandalwood Properties Limited
QLD	51077242	Sandalwood Properties Limited
QLD	51077243	Sandalwood Properties Limited
QLD	46012098 (Water allocation right)	Quintis Forestry Pty Ltd
QLD	46012090 (Water allocation right)	Quintis Forestry Pty Ltd
QLD	50347725	Quintis Forestry Pty Ltd
QLD	46012085 (Water Allocation Right)	Quintis Forestry Pty Ltd
QLD	46012094 (Water Allocation Right)	Quintis Forestry Pty Ltd
QLD	46012095 (Water Allocation Right)	Quintis Forestry Pty Ltd
QLD	21272087 (Water Allocation Right)	Quintis Forestry Pty Ltd
QLD	21191042	Quintis Forestry Pty Ltd
QLD	21211099	Quintis Forestry Pty Ltd
QLD	21272097	Quintis Forestry Pty Ltd
QLD	21060194	Quintis Forestry Pty Ltd
QLD	46012091 (Water allocation right)	Sandalwood Properties Limited
QLD	46012092 (Water allocation right)	Sandalwood Properties Limited
QLD	46012093 (Water allocation right)	Sandalwood Properties Limited
QLD	46021094 (Water allocation right)	Sandalwood Properties Limited

State	Title Number	Registered Title Owner
QLD	46021433 (Water allocation right)	Quintis Forestry Pty Ltd
QLD	46021432 (Water allocation right)	Quintis Forestry Pty Ltd
WA	2625/294	Sandalwood Properties Limited
WA	1746/292	Sandalwood Properties Limited
WA	2625/295	Sandalwood Properties Limited
WA	2786/80	Sandalwood Properties Limited
WA	1976/490	Mt Romance Australia Pty Ltd
WA	1918/306	Sandalwood Properties Limited
WA	1918/304	Sandalwood Properties Limited
WA	2823/195	Sandalwood Properties Limited
WA	2823/196	Sandalwood Properties Limited
WA	2823/197	Sandalwood Properties Limited
WA	2786/79	Sandalwood Properties Limited
WA	2786/82	Sandalwood Properties Limited

Schedule 3

FTI Fees

FTI Consulting CF&R Rates: AUD/Hr (Exc. GST)	
Senior Managing Director	950/820
Managing Director	710
Senior Director	635
Director	575
Senior Consultant	510
Consultant	410
Associate	355
Administration	295

EXECUTION VERSION

DANIEL WOODHOUSE
HAYDEN WHITE
JOHN PARK
AS JOINT AND SEVERAL RECEIVERS AND MANAGERS

AND

GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD
AS COLLATERAL TRUSTEE

SUPPLEMENTAL DEED OF APPOINTMENT

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THIS SUPPLEMENTAL DEED OF APPOINTMENT (this "**Deed**") is made on
3 April 2024

BETWEEN

1. **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD** as Collateral Trustee (the "**Collateral Trustee**");
2. **DANIEL WOODHOUSE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000;
3. **HAYDEN WHITE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000; and
4. **JOHN PARK** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000.

WHEREAS

- A. On 2 April 2024 the Collateral Trustee and the Receiver, entered into a deed of appointment of receivers and managers (the "**Deed of Appointment**") in connection with the Security granted by each Security Provider under the Security Document.
- B. This Deed is supplemental to the Deed of Appointment.
- C. The Collateral Trustee hereby requests that the Receivers accept an appointment to act as receivers and managers in relation to the Mortgaged Property, and the Receivers have agreed to accept the appointment as receivers and managers on the terms of this Deed.

1. **Defined terms & Interpretation**

1.1 **Defined terms from Collateral Trust Deed**

In this Deed (including the Recitals) all capitalised terms and expressions not otherwise defined shall have the meaning ascribed thereto in the Collateral Trust Deed and/or the Deed of Appointment (as the case may be).

1.2 **Other defined terms**

Mortgaged Property means all land and real property located in Queensland that is charged or mortgaged by the Mortgagor in favour of the Collateral Trustee pursuant to the Mortgages.

Mortgages means each real property mortgage provided by a Mortgagor in favour of the Collateral Trustee over the Mortgaged Property including the mortgages which are set out in Schedule 1 (*Mortgages*).

Mortgagors means each of Sandalwood Properties and Quintis Forestry.

Party means a party to this Deed.

Quintis Forestry means Quintis Forestry Pty Ltd (formerly known as Tropical Forestry Services Ltd) a company registered in Australia with Australian Company number ACN 080 139 966.

Receivers means Daniel Woodhouse, John Park and Hayden White in their capacity as receivers and managers of the Mortgaged Property as appointed under the terms of this Deed (and, as the context requires, in their capacity as receivers and managers of the Secured Property as appointed under the terms of the Deed of Appointment or any other supplemental deed of appointment in relation to the assets or property of any Security Provider).

Sandalwood Properties means Sandalwood Properties Ltd (formerly known as T.F.S. Properties Ltd) a company registered in Australia with Australian Company number ACN 093 330 977 (in its personal capacity and not as trustee of any trust).

THE PARTIES AGREE as follows:

2. APPOINTMENT

- 2.1 The Collateral Trustee in its capacity as trustee of the Trust, pursuant to its powers and obligations under and in accordance with the provisions of each Mortgage, hereby appoints the Receivers jointly and severally to be the receivers and managers of the Mortgaged Property secured to the Collateral Trustee under the terms of the Mortgages so that each of the Receivers may, subject to the other terms of this Deed, exercise all powers conferred by each Mortgage and by law and benefit from all the provisions expressed to be in their favour in each Mortgage.
- 2.2 The Receivers each accept this appointment by their execution of this Deed.
- 2.3 Each Receiver acknowledges and agrees that the Collateral Trustee is bound to act as nominee for, and on the instructions of, the Instructing Group in accordance with the terms of the Collateral Trust Deed.

3. RECEIVERS' POWERS

- 3.1 The Receivers have all the powers, authorities and discretions conferred upon and vested in receivers and managers under and by virtue of each Mortgage or by law.
- 3.2 Each of the Receivers warrant to the Collateral Trustee that they are not disqualified from acting as receivers and managers of the Secured Property pursuant to section 418 of the *Corporations Act 2001* (Cth).

4. INCORPORATION OF CLAUSES FROM THE APPOINTMENT DEED

- 4.1 Clauses 4 (*Duties of the Receivers*), Clause 5 (*Agency*), Clause 6 (*Terminating the Appointment*), Clause 7 (*Assignment*), Clause 8 (*Liability of the Collateral Trustee and Collateral Trustee's Indemnity*), Clause 9 (*Indemnity*), Clause 10 (*Application of Proceeds and Reimbursement and Remuneration of Receivers*) and Clause 11 (*Notices*) of the Appointment Deed shall apply to this Deed as if set out in full in this Deed save that all references to:

- 4.1.1 **this deed** shall be references to this Deed;
- 4.1.2 **the Receivers** shall be references to the Receivers as appointed to the Mortgaged Property pursuant to this Deed;
- 4.1.3 **Security Document** shall be reference to each Mortgage;
- 4.1.4 each **Security Provider** shall be a reference to each Mortgagor; and
- 4.1.5 this **appointment** shall be a reference to the appointment made under this Deed.

5. **GENERAL**

5.1 **Governing law**

- a) This Deed is governed by the laws of Queensland.
- b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed, and waives any right it might have to claim that those courts are an inconvenient forum.

5.2 **Giving effect to this Deed**

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed.

5.3 **Operation of this Deed**

- a) Save as set out in this Deed, this Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- b) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

5.4 **No waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

5.5 **Counterparts**

This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

5.6 Attorneys

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

IN WITNESS WHEREOF this Deed has been executed as a Deed and is delivered as a Deed by each of the parties on the date stated at the beginning of this Deed.

THE COLLATERAL TRUSTEE

SIGNED, SEALED AND DELIVERED as a **DEED**

by **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD** as **COLLATERAL TRUSTEE**



PETER IP

in the presence of: *Maira Aher Dar*

Name: *Maira Aher Dar*

Occupation: *Senior Analyst*

Address: *Level 13, 1 Farrer
Place, Sydney, NSW, 1200*

.....
.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a **DEED**

by **DANIEL WOODHOUSE**

in the presence of:

Name: MATTHEW CHIVERS.....

Occupation: CHARTERED ACCOUNTANT.....

Address: LEVEL 47, CENTRAL PARK
152-158 ST GEORGES TERRACE
PERTH, WA, 6000.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **HAYDEN WHITE**

in the presence of:

Name:

Occupation:

Address:

.....
.....
.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a DEED

by **DANIEL WOODHOUSE**

in the presence of:

Name:

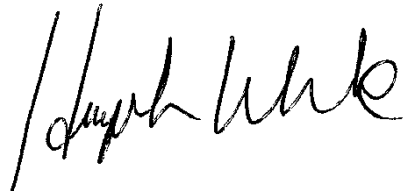
Occupation:

Address:
.....
.....
.....

SIGNED, SEALED AND DELIVERED as a DEED

by **HAYDEN WHITE**

in the presence of:



Name: *Luke Goss*

Occupation: *Insurance Broker*

Address: *93 Banksia Tree*
Kensington WA 6151
.....
.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **JOHN PARK**



in the presence of:

Name: *Ashleigh Ubank*.....

Occupation: *Executive Assistant*

Address: *Level 20, 345 Queen Street, BRISBANE QLD 4000*

.....
.....



Schedule 1

Mortgages

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714062644	717427607	721568278	50161857	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50267479	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50233771	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50161856	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50161858	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714062644	717427607	721568278	50161859	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50844059	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	21440017	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50844058	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	46012096 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	46012100 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714062644	717427607	721568278	46012102 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	46012119 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	46012104 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50863679	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50863680	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50863681	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714062644	717427607	721568278	50863682	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50865440	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50865444	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714062644	717427607	721568278	50866257	Sandalwood Properties Limited	Collateral Trustee	15/09/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	21226105	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	21226107	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714117600	717427774	721568534	21185064	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	21085139	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	21226106	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	21069184	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50226811	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	46012103 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714117600	717427774	721568534	46012109 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	46012105 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	46012107 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	46012112 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	46012121 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50864669	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714117600	717427774	721568534	50864670	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50864671	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50865458	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50866265	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714117600	717427774	721568534	50976447	Sandalwood Properties Limited	Collateral Trustee	18/10/2011 (transferred to Collateral Trustee on 24/03/2022)
714502910	717429587	721568560	50976447	Sandalwood Properties Limited	Collateral Trustee	07/06/2012 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
714502910	717429587	721568560	46012111 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	07/06/2012 (transferred to Collateral Trustee on 24/03/2022)
714301626	717429591	721568559	50149219	Sandalwood Properties Limited	Collateral Trustee	07/02/2012 (transferred to Collateral Trustee on 24/03/2022)
714301626	717429591	721568559	46012449 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	07/02/2012 (transferred to Collateral Trustee on 24/03/2022)
714382960	717427620	721568285	21191028	Sandalwood Properties Limited	Collateral Trustee	27/03/2012 (transferred to Collateral Trustee on 24/03/2022)
714382960	717427620	721568285	21575037	Sandalwood Properties Limited	Collateral Trustee	27/03/2012 (transferred to Collateral Trustee on 24/03/2022)
714382960	717427620	721568285	46021216 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	27/03/2012 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
715933934	717427651	721568413	50800933	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	21582112	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	50672094	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	46012136 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	46012137 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	46012727 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
715933934	717427651	721568413	46012844(Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715933934	717427651	721568413	50961113	Sandalwood Properties Limited	Collateral Trustee	05/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715929609	717427631	721568553	50666779	Sandalwood Properties Limited	Collateral Trustee	01/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715929609	717427631	721568553	50800934	Sandalwood Properties Limited	Collateral Trustee	01/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715929609	717427631	721568553	46012128 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	01/08/2014 (transferred to Collateral Trustee on 24/03/2022)
715929609	717427631	721568553	46012728 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	01/08/2014 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
715929609	717427631	721568553	46012828 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	01/08/2014 (transferred to Collateral Trustee on 24/03/2022)
716256434	717427731	721901674	21202078	Sandalwood Properties Limited	Collateral Trustee	14/01/2015 (transferred to Collateral Trustee on 15/08/2022)
716256434	717427731	721901674	21451011	Sandalwood Properties Limited	Collateral Trustee	14/01/2015 (transferred to Collateral Trustee on 15/08/2022)
716256434	717427731	721901674	21202052	Sandalwood Properties Limited	Collateral Trustee	14/01/2015 (transferred to Collateral Trustee on 15/08/2022)
716256434	717427731	721901674	46012127 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	14/01/2015 (transferred to Collateral Trustee on 15/08/2022)
716256434	717427731	721901674	46012846 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	14/01/2015 (transferred to Collateral Trustee on 15/08/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716125488	717427752	721568309	50928824	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	50928825	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	21191011	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	50643972	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	46012077 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	46012078 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716125488	717427752	721568309	46012081 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	46012088 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716125488	717427752	721568309	46015049 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/11/2014 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	21191135	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	21191136	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46012080 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716889233	No amendment registered.	721568292	46018291 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46012106 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46018288 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46018289 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46018290 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	46018292 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716889233	717427669	721568292	46018293 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	50484885	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	50484981	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	50992488	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889233	717427669	721568292	50992489	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889329	717427681	721568429	21202166	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716889329	717427681	721568429	21202167	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889329	717427681	721568429	46021269 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716889329	717427681	721568429	40032529 (Crown Leasehold title)	Sandalwood Properties Limited	Collateral Trustee	17/11/2015 (transferred to Collateral Trustee on 24/03/2022)
716955110	717427686	721568556	21191049	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
716955110	717427686	721568556	21191050	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
716955110	717427686	721568556	46012198 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717130973	717427710	721798695	21211137	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)
717130973	717427710	721798695	46012213 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)
717130973	717427710	721798695	46018635 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)
717130973	717427710	721798695	46018637 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)
717130973	717427710	721798695	46018638 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)
717130973	717427710	721798695	50261121	Sandalwood Properties Limited	Collateral Trustee	15/03/2016 (transferred to Collateral Trustee on 29/06/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
716955158	717427690	721568263	21123015	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
716955158	717427690	721568263	21163147	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
716955158	717427690	721568263	46012193 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
716955158	717427690	721568263	50236751	Sandalwood Properties Limited	Collateral Trustee	15/12/2015 (transferred to Collateral Trustee on 24/03/2022)
717820349	No amendment registered.	722138487	21085140	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	21141034	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717820349	No amendment registered.	722138487	21544194	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	21565200	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	21544195	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	46012097 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	46012110 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)
717820349	No amendment registered.	722138487	51076551	Sandalwood Properties Limited	Collateral Trustee	06/02/2017 (transferred to Collateral Trustee on 29/11/2022)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717792592	No amendment registered.	722218982	21060188	Sandalwood Properties Limited	Collateral Trustee	23/01/2017 (transferred to Collateral Trustee on 09/01/2023)
717792592	No amendment registered.	722218982	46012099 (Water allocation right)	Sandalwood Properties Limited	Collateral Trustee	23/01/2017 (transferred to Collateral Trustee on 09/01/2023)
717792592	No amendment registered.	722218982	50987145	Sandalwood Properties Limited	Collateral Trustee	23/01/2017 (transferred to Collateral Trustee on 09/01/2023)
717792592	No amendment registered.	722218982	51077242	Sandalwood Properties Limited	Collateral Trustee	23/01/2017 (transferred to Collateral Trustee on 09/01/2023)
717792592	No amendment registered.	722218982	51077243	Sandalwood Properties Limited	Collateral Trustee	23/01/2017 (transferred to Collateral Trustee on 09/01/2023)
717953399	No amendment registered.	723094690	46012098 (Water allocation right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717953399	No amendment registered.	723094690	46012090 (Water allocation right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	50347725	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	46012085 (Water Allocation Right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	46012094 (Water Allocation Right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717953399	No amendment registered.	723094690	46012095 (Water Allocation Right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	21272087 (Water Allocation Right)	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	21191042	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	21211099	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)
717953399	No amendment registered.	723094690	21272097	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)

Mortgage (Dealing Number)	Amendment of mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgagee	Mortgage Date and date of Transfer of Mortgage
717953399	No amendment registered.	723094690	21060194	Quintis Forestry Pty Ltd	Collateral Trustee	10/04/2017 (transferred to Collateral Trustee on 29/02/2024)

EXECUTION VERSION

DANIEL WOODHOUSE
HAYDEN WHITE
JOHN PARK
AS JOINT AND SEVERAL RECEIVERS AND MANAGERS

AND

GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD
AS COLLATERAL TRUSTEE

SUPPLEMENTAL DEED OF APPOINTMENT

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THIS SUPPLEMENTAL DEED OF APPOINTMENT (this "**Deed**") is made
4 April 2024

BETWEEN

1. **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD** as Collateral Trustee (the "**Collateral Trustee**");
2. **DANIEL WOODHOUSE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000;
3. **HAYDEN WHITE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000; and
4. **JOHN PARK** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000.

WHEREAS

- A. On 2 April 2024 the Collateral Trustee and the Receiver, entered into a deed of appointment of receivers and managers (the "**Deed of Appointment**") in connection with the Security granted by each Security Provider under the Security Document.
- B. This Deed is supplemental to the Deed of Appointment.
- C. The Collateral Trustee hereby requests that the Receivers accept an appointment to act as receivers and managers in relation to the Mortgaged Property, and the Receivers have agreed to accept the appointment as receivers and managers on the terms of this Deed.

1. **Defined terms & Interpretation**

1.1 **Defined terms from Collateral Trust Deed**

In this Deed (including the Recitals) all capitalised terms and expressions not otherwise defined shall have the meaning ascribed thereto in the Collateral Trust Deed and/or the Deed of Appointment (as the case may be).

1.2 **Other defined terms**

Mortgaged Property means all land and real property located in Western Australia that is charged or mortgaged by the Mortgagor in favour of the Collateral Trustee pursuant to the Mortgages.

Mortgages means each real property mortgage provided by a Mortgagor in favour of the Collateral Trustee over the Mortgaged Property including the mortgages which are set out in Schedule 1 (*Mortgages*).

Mortgagors means each of Sandalwood Properties and Mt Romance.

Mt Romance means Mt Romance Holdings Pty Ltd a company registered in Australia with Australian Company number ACN 115 659 606.

Party means a party to this Deed.

Receivers means Daniel Woodhouse, John Park and Hayden White in their capacity as receivers and managers of the Mortgaged Property as appointed under the terms of this Deed (and, as the context requires, in their capacity as receivers and managers of the Secured Property as appointed under the terms of the Deed of Appointment or any other supplemental deed of appointment in relation to the assets or property of any Security Provider).

Sandalwood Properties means Sandalwood Properties Ltd (formerly known as T.F.S. Properties Ltd) a company registered in Australia with Australian Company number ACN 093 330 977 (in its personal capacity and not as trustee of any trust).

THE PARTIES AGREE as follows:

2. APPOINTMENT

- 2.1 The Collateral Trustee in its capacity as trustee of the Trust, pursuant to its powers and obligations under and in accordance with the provisions of each Mortgage, hereby appoints the Receivers jointly and severally to be the receivers and managers of the Mortgaged Property secured to the Collateral Trustee under the terms of the Mortgages so that each of the Receivers may, subject to the other terms of this Deed, exercise all powers conferred by each Mortgage and by law and benefit from all the provisions expressed to be in their favour in each Mortgage.
- 2.2 The Receivers each accept this appointment by their execution of this Deed.
- 2.3 Each Receiver acknowledges and agrees that the Collateral Trustee is bound to act as nominee for, and on the instructions of, the Instructing Group in accordance with the terms of the Collateral Trust Deed.

3. RECEIVERS' POWERS

- 3.1 The Receivers have all the powers, authorities and discretions conferred upon and vested in receivers and managers under and by virtue of each Mortgage or by law.
- 3.2 Each of the Receivers warrant to the Collateral Trustee that they are not disqualified from acting as receivers and managers of the Secured Property pursuant to section 418 of the *Corporations Act 2001* (Cth).

4. INCORPORATION OF CLAUSES FROM THE APPOINTMENT DEED

- 4.1 Clauses 4 (*Duties of the Receivers*), Clause 5 (*Agency*), Clause 6 (*Terminating the Appointment*), Clause 7 (*Assignment*), Clause 8 (*Liability of the Collateral Trustee and Collateral Trustee's Indemnity*), Clause 9 (*Indemnity*), Clause 10 (*Application of Proceeds and Reimbursement and Remuneration of Receivers*) and Clause 11 (*Notices*) of the Appointment Deed shall apply to this Deed as if set out in full in this Deed save that all references to:

- 4.1.1 **this deed** shall be references to this Deed;
- 4.1.2 **the Receivers** shall be references to the Receivers as appointed to the Mortgaged Property pursuant to this Deed;
- 4.1.3 **Security Document** shall be reference to each Mortgage;
- 4.1.4 each **Security Provider** shall be a reference to each Mortgagor; and
- 4.1.5 this **appointment** shall be a reference to the appointment made under this Deed.

5. **GENERAL**

5.1 **Governing law**

- a) This Deed is governed by the laws of Western Australia.
- b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed, and waives any right it might have to claim that those courts are an inconvenient forum.

5.2 **Giving effect to this Deed**

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed.

5.3 **Operation of this Deed**

- a) Save as set out in this Deed, this Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- b) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

5.4 **No waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

5.5 **Counterparts**

This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

5.6 Attorneys

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

IN WITNESS WHEREOF this Deed has been executed as a Deed and is delivered as a Deed by each of the parties on the date stated at the beginning of this Deed.

THE COLLATERAL TRUSTEE

SIGNED, SEALED AND DELIVERED as a DEED

by **GLOBAL LOAN AGENCY SERVICES AUSTRALIA
NOMINEES PTY LTD as COLLATERAL TRUSTEE**



PETER IP

in the presence of: *M. M. Dias*

Name: *Maryia Akhmed Dias*

Occupation: *Junior Analyst*

Address: *Level 23, L Farrer
Place, Sydney, NSW, 2000*

.....
.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a **DEED**

by **DANIEL WOODHOUSE**

in the presence of:

MC

Name: MATTHEW CHIVERS.....

Occupation: CHARTERED ACCOUNTANT.....

Address: LEVEL 47, CENTRAL PARK
152 - 158 ST. GEORGES TERRACE
PERTH, WA, 6000
.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **HAYDEN WHITE**

in the presence of:

Name:

Occupation:

Address:

.....

.....

.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a DEED

by **DANIEL WOODHOUSE**

in the presence of:

Name:

Occupation:

Address:
.....
.....
.....

SIGNED, SEALED AND DELIVERED as a DEED

by **HAYDEN WHITE**

in the presence of:

Name: Luke Goss

Occupation: Insurance Broker

Address: 43 Banksia Tce
Kensington WA 6151
.....
.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **JOHN PARK**



in the presence of:

Name: *Ashleigh Ubank*.....

Occupation: *Executive Assistant*

Address: *Level 20, 345 Queen*
Street, BRISBANE QLD 4000

.....
.....



Schedule 1

Mortgage (Dealing Number)	Transfer of mortgage (Dealing Number)	Title Number	Mortgagor	Mortgage	Mortgage Date and date of Transfer of Mortgage
N451419	P177266	2625/294	Sandalwood Properties Limited	Collateral Trustee	5/10/2016 (transferred to Collateral Trustee on 10/6/2022)
N451419	P177266	1746/292	Sandalwood Properties Limited	Collateral Trustee	5/10/2016 (transferred to Collateral Trustee on 10/6/2022)
N451419	P177266	2625/295	Sandalwood Properties Limited	Collateral Trustee	5/10/2016 (transferred to Collateral Trustee on 10/6/2022)
N451419	P177266	2786/80	Sandalwood Properties Limited	Collateral Trustee	5/10/2016 (transferred to Collateral Trustee on 10/6/2022)
N396246	P177267	1976/490	Mt Romance Australia Pty Ltd	Collateral Trustee	29/7/2016 (transferred to Collateral Trustee on 10/6/2022)

EXECUTION VERSION

DANIEL WOODHOUSE
HAYDEN WHITE
JOHN PARK
AS JOINT AND SEVERAL RECEIVERS AND MANAGERS

AND

GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD
AS COLLATERAL TRUSTEE

SUPPLEMENTAL DEED OF APPOINTMENT

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THIS SUPPLEMENTAL DEED OF APPOINTMENT (this "**Deed**") is made
4 April 2024

BETWEEN

1. **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LTD** as Collateral Trustee (the "**Collateral Trustee**");
2. **DANIEL WOODHOUSE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000;
3. **HAYDEN WHITE** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000; and
4. **JOHN PARK** of FTI Consulting (Australia) Pty Ltd, Level 47, Central Park, 152 – 158 St Georges Terrace, Perth, WA 6000.

WHEREAS

- A. On 2 April 2024 the Collateral Trustee and the Receiver, entered into a deed of appointment of receivers and managers (the "**Deed of Appointment**") in connection with the Security granted by each Security Provider under the Security Document.
- B. This Deed is supplemental to the Deed of Appointment.
- C. The Collateral Trustee hereby requests that the Receivers accept an appointment to act as receivers and managers in relation to the Mortgaged Property, and the Receivers have agreed to accept the appointment as receivers and managers on the terms of this Deed.

1. **Defined terms & Interpretation**

1.1 **Defined terms from Collateral Trust Deed**

In this Deed (including the Recitals) all capitalised terms and expressions not otherwise defined shall have the meaning ascribed thereto in the Collateral Trust Deed and/or the Deed of Appointment (as the case may be).

1.2 **Other defined terms**

Mortgaged Property means all land and real property located in Northern Territory that is charged or mortgaged by the Mortgagor in favour of the Collateral Trustee pursuant to the Mortgages.

Mortgages means each real property mortgage provided by the Mortgagor in favour of the Collateral Trustee over the Mortgaged Property including the mortgages which are set out in Schedule 1 (*Mortgages*).

Mortgagor means Sandalwood Properties Ltd (formerly known as T.F.S. Properties Ltd) a company registered in Australia with Australian Company Number ACN 093 330 977 (in its personal capacity and not as trustee of any trust).

Party means a party to this Deed.

Receivers means Daniel Woodhouse, John Park and Hayden White in their capacity as receivers and managers of the Mortgaged Property as appointed under the terms of this Deed (and, as the context requires, in their capacity as receivers and managers of the Secured Property as appointed under the terms of the Deed of Appointment or any other supplemental deed of appointment in relation to the assets or property of any Security Provider).

THE PARTIES AGREE as follows:

2. APPOINTMENT

- 2.1 The Collateral Trustee in its capacity as trustee of the Trust, pursuant to its powers and obligations under and in accordance with the provisions of each Mortgage, hereby appoints the Receivers jointly and severally to be the receivers and managers of the Mortgaged Property secured to the Collateral Trustee under the terms of the Mortgages so that each of the Receivers may, subject to the other terms of this Deed, exercise all powers conferred by each Mortgage and by law and benefit from all the provisions expressed to be in their favour in each Mortgage.
- 2.2 The Receivers each accept this appointment by their execution of this Deed.
- 2.3 Each Receiver acknowledges and agrees that the Collateral Trustee is bound to act as nominee for, and on the instructions of, the Instructing Group in accordance with the terms of the Collateral Trust Deed.

3. RECEIVERS' POWERS

- 3.1 The Receivers have all the powers, authorities and discretions conferred upon and vested in receivers and managers under and by virtue of each Mortgage or by law.
- 3.2 Each of the Receivers warrant to the Collateral Trustee that they are not disqualified from acting as receivers and managers of the Secured Property pursuant to section 418 of the *Corporations Act 2001* (Cth).

4. INCORPORATION OF CLAUSES FROM THE APPOINTMENT DEED

- 4.1 Clauses 4 (*Duties of the Receivers*), Clause 5 (*Agency*), Clause 6 (*Terminating the Appointment*), Clause 7 (*Assignment*), Clause 8 (*Liability of the Collateral Trustee and Collateral Trustee's Indemnity*), Clause 9 (*Indemnity*), Clause 10 (*Application of Proceeds and Reimbursement and Remuneration of Receivers*) and Clause 11 (*Notices*) of the Appointment Deed shall apply to this Deed as if set out in full in this Deed save that all references to:

- 4.1.1 **this deed** shall be references to this Deed;

- 4.1.2 **the Receivers** shall be references to the Receivers as appointed to the Mortgaged Property pursuant to this Deed;
- 4.1.3 **Security Document** shall be reference to each Mortgage;
- 4.1.4 each **Security Provider** shall be a reference to the Mortgagor; and
- 4.1.5 this **appointment** shall be a reference to the appointment made under this Deed.

5. **GENERAL**

5.1 **Governing law**

- a) This Deed is governed by the laws of Northern Territory.
- b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Northern Territory, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed, and waives any right it might have to claim that those courts are an inconvenient forum.

5.2 **Giving effect to this Deed**

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed.

5.3 **Operation of this Deed**

- a) Save as set out in this Deed, this Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- b) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

5.4 **No waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

5.5 **Counterparts**

This Deed may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

5.6 **Attorneys**

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

IN WITNESS WHEREOF this Deed has been executed as a Deed and is delivered as a Deed by each of the parties on the date stated at the beginning of this Deed.

THE COLLATERAL TRUSTEE

SIGNED, SEALED AND DELIVERED as a DEED

by GLOBAL LOAN AGENCY SERVICES AUSTRALIA
NOMINEES PTY LTD as COLLATERAL TRUSTEE



PETER IP

in the presence of: *Munshi*

Name: *Mayra Alvin Dias*

Occupation: *Junior Analyst*

Address: *Level 23, 1 Farrer
Place, Sydney, NSW 2000*

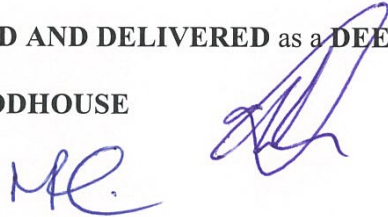
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THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a **DEED**

by **DANIEL WOODHOUSE**

in the presence of:



Name: MATTHEW CHIVERS.....

Occupation: CHARTERED ACCOUNTANT

Address: LEVEL 47, CENTRAL PARK
152-158 ST. GEORGES TERRACE
PERTH, WA, 6000.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **HAYDEN WHITE**

in the presence of:

Name:

Occupation:

Address:

.....
.....
.....

THE RECEIVERS

SIGNED, SEALED AND DELIVERED as a DEED

by **DANIEL WOODHOUSE**

in the presence of:

Name:

Occupation:

Address:
.....
.....
.....

SIGNED, SEALED AND DELIVERED as a DEED

by **HAYDEN WHITE**

in the presence of:



Name: Luke Goss

Occupation: Insurance Broker

Address: 93 Banksia Tce
Kensington WA 6151
.....
.....

SIGNED, SEALED AND DELIVERED as a **DEED**

by **JOHN PARK**

in the presence of:

Name: *Ashleigh Ubank*.....

Occupation: *Executive Assistant*

Address: *Level 20, 345 Queen*
Street, BRISBANE QLD 4000

.....

.....

Schedule 1

Dealing Number of Mortgage	Mortgage Date	Dealing Number of any amendment of the Mortgage	Title Number	Mortgagor	Mortgagee
766626	29/02/2012	873416	862/343	Sandalwood Properties Limited	Collateral Trustee
766626	29/02/2012	873416	862/344	Sandalwood Properties Limited	Collateral Trustee
766627	29/02/2012	873418	861/066	Sandalwood Properties Limited	Collateral Trustee

Notice

Corporations Act 2001
Paragraph 436E(3)(b) - Regulation 5.3A.03A and
Paragraph 450A(1)(b) - Regulation 5.3A.07A

COMBINED NOTICE OF APPOINTMENT AND FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

Company details

Company:	Quintis Holdco Pty Ltd (Administrators Appointed)
ACN:	626 968 858
Company:	Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	626 970 821
Company:	Arwon Finance Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	072 486 643
Company:	Quintis Forestry Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	080 139 966
Company:	Fieldpark Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	113 440 841
Company:	Sandalwood Properties Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	093 330 977
Company:	Mt Romance Holdings Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	115 659 606
Company:	Quintis Sandalwood Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	060 122 698
Company:	About Time We Met Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)
ACN:	088 257 498
Company:	Quintis Products Pty Ltd (Administrators Appointed)
ACN:	103 368 707
Status:	Administrators Appointed
Secondary Status:	Receiver & Manager Appointed
Appointed:	03 April 2024
Appointor:	under section 436A, the Company

Appointment details

Administrator(s): Richard Tucker and Scott Kershaw

See Company details (above) for the date of appointment and the section of the Act under which the administrator was appointed.

Meeting details

Notice is given that a first meeting of the creditors of the Company, or a first meeting for each of the Companies, (for multiple companies), will be held:

Location: Level 44, 108 St Georges Terrace, Perth 6000
Meeting date: 15 April 2024
Meeting time: 11:00am

(If multiple companies, see special instructions for meeting times)

Agenda

The purpose of the meeting(s) is to consider:

- a. whether to appoint a committee of inspection; and
- b. if so, who are to be the committee's members.

At the meeting, creditors may also, by resolution:

- a. remove the administrator(s) from office; and
- b. appoint someone else as administrator(s) of the Company.

Proof of debt and proxies

Creditors wishing to attend are advised proofs and proxies are to be submitted to the Administrator by:

Time: 5:00pm
Date: 12 April 2024

Date of Notice: 04 April 2024

Richard Tucker
Administrator

Scott Kershaw
Joint Appointees

Address KordaMentha
Level 44, 108 St Georges Terrace
Perth WA 6000
Contact person Baylee Hunter
Contact number 0892209367
Facsimile
Email QuintisGroup@kordamentha.com

Quintis Group Leases Identified as at 15 April 2024

No.	Lessor	Quintis Group Lessee	Location
1.	Kununurra Waringarri Aboriginal Corporation	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 235 on DP 209536. Volume 1449 Folio 620 (WA)
2.	Delta Santanol (Croot)	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 254 on DP 209746 Volume 1678 Folio 343 (WA)
3.	Jason Robert Learch	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 259 on DP 209747. Volume 2048 Folio 100 (WA)
4.	Jason Robert Learch	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 259 on DP 209747. Volume 2048 Folio 100 (WA)
5.	Darryl Ward Smith	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 567 on DP 214945 Volume 2064 Folio 44 (WA)
6.	Darryl Ward Smith	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 568 on DP 214946 Volume 2064 Folio 45 (WA)
7.	Saltus Australia Pty Ltd atf Saltus Australia Trust	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	NT Portion 6269 DP L2002/094, Mustang Hill, NT
8.	Franjack Pty Ltd atf Frank Romano Investment Trust No 2	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 5415 Florina Road, Katherine, NT
9.	Franjack Pty Ltd atf Frank Romano Investment Trust No 2	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	NT Portion 5415 from Plan LT097/140 (Katherine, NT)
10.	Sunset Ag Pty Ltd	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Part of Lot 384 on DP 213513. Volume 2012 Folio 429 (PPC Site) (WA)
11.	Toll Transport Pty Limited	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	Lot 570 Ivanhoe Road, Kunnunurra (Toll Shed), WA
12.	Sandran Pty Ltd	Quintis Leasing Pty Ltd (In Liquidation) (Receivers and Managers Appointed) (In Liquidation)	RP 000135. Vol 791 Fol 279, (Darwin Office, Winellie Road, NT)

No.	Lessor	Quintis Group Lessee	Location
13.	Woodhead Nominees Pty Ltd	Quintis Forestry Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	14 Poinciana Shed (WA)
14.	Realside 87 Colin Pty Ltd	Quintis Forestry Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	87 Colin Street, West Perth, WA (Office Lease)
15.	Erin Lee Maczkowiack	Quintis Forestry Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	8 Spargo Street, Muirhead, NT 0810
16.	Edna & Guiseppi Osvaldo Panelli	Quintis Sandalwood Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	2/209 Chester Pass Road, Milparra, Albany, WA
17.	Western Australian Land Authority	Quintis Sandalwood Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	Lot 500, Down Road Albany, WA
18.	Edward Daniel	Quintis Sandalwood Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	Lot 14, Down Road Albany, WA
19.	Canby Timber Pty Ltd	Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) (Administrators Appointed)	Taylors Park Lot 11, NT Portion 7453 LTO S2020/078 (NT)

Aussie start-up's material quest for forever fibre

Lauren Sams

In what is believed to be a world-first, Canberra-based start-up Samsara Eco has created clothing made with an enzymatically recycled product that can, in turn, be recycled infinitely.

Chief executive Paul Riley said the project, in collaboration with Canadian athleisure giant Lululemon, marks a watershed moment in the future of textile recycling. "It's a very exciting day for us," Mr Riley said. "This is a first-of-its-kind piece of clothing that has been 18 months in the making."

Though clothing recycling is not new, Samsara's technology is different.

"What's unique about this is that most recycled clothes are made from remnants of the packaging industry. Clear PET bottles are turned back into polyester fibre and mixed with other products like nylon or polyurethane."

This closed-loop process meant the garments could not be recycled again, and "are destined for landfill" he said.

Samsara's proprietary technology, EosEco, uses a combination of biophysics, chemistry, biology and computer science (such as artificial intelligence) to create plastic-eating enzymes, which break down waste into raw materials, which are then combined with existing manufacturing processes to make new products – such as the Lululemon Packable Anorak jacket, on shelves this week.

"[The enzymes] are like little Pac-Men that break the polymer chain," Mr Riley said.

Samsara's technology can mix polyesters, unlike others, and these can be broken down again and again to create new pieces.

These fibres are then put back together to create a recycled polyester. "It behaves in exactly the same way as virgin polyester," Mr Riley said, including the way it felt and washed.

It is not the first time Lululemon has partnered with Samsara. In February this year, the pair debuted a T-shirt



Samsara Eco CEO Paul Riley with a new Lululemon jacket. PHOTO: MARTIN OLLMAN

made of recycled nylon as part of its multi-year collaboration. Though single-use plastics and other discarded packaging are seen as big environmental problems, Mr Riley believes the same attention is not given to polyester, a fabric made from fossil fuels.

"The polyester market in fashion is

about three times the size of the packaging market," he said. "There's a lot of focus on packaging waste, but the polyester's fashion problem is much bigger, and there is no solution. Until now."

Scaling has been a challenge for Samsara. "The challenge for us is not the demand for the product, it's build-

ing the factory and our capabilities," Mr Riley said. Last year, the company announced the building of a \$25 million research and development lab in Jerrabomberra in regional NSW.

It was now "looking at building a 30,000-tonne facility with commercial partners, likely to be offshore, to process fabric waste to turn it into new products", Mr Riley said. Funding so far has come via a \$54 million Series A round in 2022; another round is due to close within weeks.

The process of breaking down fabric and creating a new garment was relatively quick, Mr Riley said.

Breaking down the old clothes takes about an hour, and creating the new garment is about the same.

"It's a process that makes economic sense," he said. "It's not inexpensive to do what we do, but we have strong commercial relationships to build the next phase of our business."

Though other eco-minded solutions have been floated by global fashion tech companies, Mr Riley believes Samsara's is world-leading: "This provides garment producers to provide true circularity of their own products."

Mr Riley said that as well as Canada-based Lululemon, "several major international groups" had expressed interest in working with Samsara Eco.

"There is no solution for fashion's waste," Mr Riley said.

"This provides a unique opportunity for true fashion circularity. With this technology, it's possible to imagine a world where there are no new fibres, where the circular model provides us with the clothing we need."

From page 1 WA warns against more green tape

be caught up in this additional green tape, which is the last thing Australia needs in a housing supply crisis.

"There could even be an impact on vital public infrastructure like roads, railways and high-voltage power lines, which will need to be built in higher volumes in the coming years," Mr Morey said.

Industry sources with knowledge of confidential briefings that took place in Canberra last week said discussions included aspects of a "restoration calculator" that would outline the environmental offsets a company would need to deliver to proceed with a project.

They said were very concerned that a federal EPA would make decisions on economy-shaping projects on solely environmental grounds, without considering wider economic benefits.

Others described the consultation

process as "opaque," which had only magnified concerns associated with the proposed reforms.

However, a spokeswoman for Ms Plibersek said the government had been working methodically on "sensible updates" to national environment law. This would result in an approvals system that worked better for both business and the environment.

"Our goal with these reforms is to reduce duplication, not increase it, to provide more certainty for industry while protecting the environment," the spokeswoman said.

"We've said from the beginning consultation will occur on a rolling basis so we can get the detail right, and that will continue."

Mr Cook previously has urged the federal government to consider breaking up, or staging, the reform.

This week WA Environment Minister Reece Whitby said he expected the Albanese government would not introduce the nature-positive legislation into parliament soon.

"My understanding is there will now be a longer process," he said, adding that he had told Ms Plibersek that WA



WA Premier Roger Cook. PHOTO: GETTY

wanted to be seen the draft legislation before it was introduced to parliament.

Mr Cook said he had received assurances from Mr Albanese and Ms Plibersek that the consultation process would engage stakeholders on both sides. "WA stakeholders have told us that existing national environment laws don't work for business and don't

Stakeholders [say] national environment laws don't work for business and don't protect the environment.

Roger Cook, West Australian premier

protect the environment," he said.

Chamber of Minerals and Energy of WA chief executive Rebecca Tomkinson warned that if the Albanese government bungled the legislation, it would jeopardise big mining projects and, by default, the national economy.

"It's critical for industry that the design of this legislation meets the dual criteria of being better for the environment and better for business," she said.

"The process surrounding these reforms must be transparent and consultative to ensure the end result is fit for purpose and has longevity."

WA Farmers Federation president Trevor Whittington said "secrecy" surrounding the reforms had elicited

anxiety in the agricultural sector.

"[It is] simply not possible to have a new agricultural development that will be nature-positive, as food production requires land, water, fertiliser and chemicals," he said.

Last year, the chamber estimated that \$300 billion worth of known investment projects across the state were yet to receive environmental approval, and were therefore at risk from the nature positive reforms.

Former Northern Territory chief minister Adam Giles said last month the consultation process had been conducted largely in Canberra under draconian conditions that restricted access to phones and laptops.

He said the changes had all the hallmarks of the Indigenous heritage legislation rolled out by Western Australia's Labor government last year, and which it ultimately was forced to unwind.

Those laws, which were developed over five years with the aim of improving Indigenous cultural heritage outcomes, were scrapped just weeks after they were implemented following a sustained campaign from the state's farming and mining sectors.

Notice to Customers

Effective from 5 April 2024



Lending Reference Rates

Fixed Rate Home Loans	Interest rate	Fixed Rate Investment Home Loans	Interest rate
2 years	6.24% p.a.	2 years	6.29% p.a.
3 years	6.24% p.a.	3 years	6.29% p.a.
4 years	6.34% p.a.	4 years	6.49% p.a.
5 years	6.44% p.a.	5 years	6.59% p.a.

Fixed Rate Interest Only Home Loans	Interest rate	Fixed Rate Interest Only Investment Home Loans	Interest rate
2 years	7.09% p.a.	2 years	6.44% p.a.
3 years	7.59% p.a.	3 years	6.44% p.a.
4 years	7.69% p.a.	4 years	6.29% p.a.
5 years	7.84% p.a.	5 years	6.74% p.a.

For more information, visit your local branch, call us on **1300 55 72 72** or go to our website **boq.com.au**

Bank of Queensland Limited ABN 32 009 656 740 (BOQ) AFSL and Australian Credit Licence No 244616.

BOQ1093-Compliance



EXPRESSION OF INTEREST

The Receivers and Managers of Quintis (Australia) Pty Ltd and related entities ("Quintis") are seeking expressions of interest in a sale and/or recapitalisation of Quintis.

Quintis is the world's leading supplier of value-added sandalwood products into Chinese, European and Indian markets. A vertically integrated producer with processing and distillation facilities in Western Australia, Quintis is the world's largest owner and manager of Indian sandalwood plantations located in northern Australia.

Register your interest via quintis@fticonsulting.com by 17 April 2024

BUSINESS

THE AUSTRALIAN FRIDAY, APRIL 5, 2024 **15** theaustralian.com.au/business/news

Lendlease investors turn up the heat

BEN WHEAT

Embattled property developer and builder Lendlease is under pressure to radically reshape its strategy as its investors turn up the heat in a large shareholder meeting for all options to be on the table to speak tomorrow.

The once blue chip company has fallen from grace amid a series of earnings disappointments, with many large institutions steering clear until chief executive Tony Lombardo can get the developer back on track.

The group was rocked when John Wylie-led activist Tanara Capital on Wednesday called for Lendlease to be sold to a private equity buyer.

Lendlease has been working on its options to become a more capital-light organisation by growing its funds empire, but public pressure from activist investors is pushing it to consider more radical changes to the core.

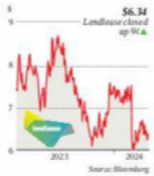
Tanara's plan would see Lendlease demerge the bulk of its international businesses but keep its Singapore business, along with the local operations. This would be a highly in-contrast proposition that has consistently generated more than 15 per cent returns on capital, it said. The separate international units would eventually sell off its \$4bn development asset base in an orderly way.

The idea was presented in a letter to Lendlease's board. Lendlease shares added 9c to close at \$6.34 on news of the plan.

Tanara said that the case for a demerger should be analysed on the basis of "if not, why not?". "If the company does not go down this path, investors deserve to understand in detail why, given the impact the global growth strategy has had on country-holder returns," the letter said.

Lendlease now intends to have 40-60 per cent of its capital base in Australia, which Tanara said was a "two-bay-two-way" strategy.

The developer has a series of high-profile projects in Britain and a large portfolio in Australia that it should stick to Australia.



Lendlease closed up 9c. Source: Bloomberg

Another major shareholder, an HMC capital manager fund, has also urged Lendlease to sell off non-core assets but has not called for the company to be broken up.

Lendlease has been selling down assets. Last December it sold 12 Australian housing estate projects to Stockland and a Thai partner for \$1.3bn. HMC said the sale was one of its key recommendations made in its own Lendlease turnaround plan last August.

"We will continue to proactively engage with Lendlease management and board, and we are confident they have embraced our additional strategic recommendations including exiting other non-core assets including retirement living, Artur Gardens in China and military housing," it said.

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Linfox boss hits back in cash fight

DAVID ROSS

The big banks have misused their clout to push cash distribution companies into unprofitability, claims Linfox executive chairman Peter Fox, who has called for government intervention to preserve access to loans and coins in Australia.

Mr Fox was weighed into the debate in the wake of a breakdown in negotiations between the banking sector and Armaguard, Australia's biggest cash distribution company.

This comes after months of negotiations between Armaguard, which is owned by Linfox and distributes 90 per cent of cash in the country, and a team headed by the Australian Banking Association.

Mr Fox said the ABA's ultimatum last week demanding Armaguard accept a \$20m rescue deal was an unhelpful intervention, revealing the Linfox group was not keen to be dictated to.

"It's hopeful common sense will prevail, but we're happy to stand up and try and resolve it," he said.

"I think the government has an obligation to tell the Australian community what is the place for cash in our society."

The Linfox boss, who chairs the sprawling trucking and logistics empire founded by his father Lindsay Fox, said the deal proposed by the banks was unacceptable as it would have forced Armaguard to disclose details of its current contracts with customers.

He said this was unacceptable as it was clear the banking sector was keen to shift away from cash and towards cards, as the banks profited from electronic payments but were forced to bear costs for cash use.

As revealed in The Australian's Margin Call, the banks have engaged consulting firm McKinsey to determine if they can operate the cash transit business themselves and cut out Armaguard.

Mr Fox said the government had to ensure cash remained an acceptable means of payment in business, noting many Australians were facing increasing costs from card surcharges.

Mr Fox's intervention comes after the ABA and a consortium of supermarkets, retailers and Australia Post secured permission from the competition regulator to set up a working group to prepare for a potential failure of Armaguard.

This came after Linfox injected a further \$30m into Armaguard after refusing to sign the ABA deal.

Mr Fox said Armaguard was hoping to negotiate a number of new cash supply deals with firms banking in the coming weeks.

He said big banks had already used their dominant market position to drive \$10m in revenue out of the Armaguard business in recent years through aggressive pricing of cash supply deals.

"They've driven pricing below cost and below margin," he said. "We need to replace what we're doing for the benefit of the four major banks to ensure cash in circulation."

Mr Fox pointed to a number of cash supply deals where banks refused inflation-adjusted cost price increases. He said Armaguard needed about \$50m more to cover the cost of the services it supplied to the banks and pay for its acquisition of rival Proseger.

Low: Politicians need to fix housing issues and tax

TANSS HARBOURT

Former Reserve Bank governor Phil Lowe has issued a call for the government to deal with the "politically sensitive" issue of addressing overly generous tax concessions around family homes and break the tax regime, based on expert advice that the GST is too low and income tax too high.

Dr Lowe was speaking at his first presentation to shareholders since leaving the Reserve Bank in August. He is a philanthropic fund manager, and when asked what changes needed to be made to the tax regime to fix the problem, he said that the GST is too low and income tax too high.

"They say Australia is under comparison with other countries tax wealth generation too high," said Dr Lowe, who becomes chairman of the International Monetary Fund in May.

"The former governor was direct when addressing the biggest elephant in the tax room, the nation's housing crisis, with the cost of owning and renting homes continuing to skyrocket, despite the official interest rate remaining at a 12-year high of 4.35 per cent.

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Geoff Wilson, Philip Lowe and Nikki Thomas at the Future Generation Roadshow on Thursday.

keep getting stuck. If no living standards will stagnate and it will be our cost of that."

"That cost could be an increasing wealth divide between those who own their own homes and those who either don't or are starting to struggle with dramatically higher mortgage repayments," he said.

month, after the RBA's steepest ever rate hike, cycle post-Covid and under Dr Lowe's watch.

Dr Lowe warned rates might not fall this year either as the nation struggled to bring inflation from 3.4 per cent to its target rate of between 2-3 per cent.

the economy," he said. "If wages are growing at 4 per cent, that doesn't make for 2-3 per cent inflation unless productivity growth picks up. There's still quite a lot of cost pressure in the economy, partly because productivity growth is weak."

Future Generation founder and veteran stockpicker Geoff Wilson had a slightly more optimistic view on rates, predicting a cut might come toward the end of the year.

The Wilson Asset Management chief also remained optimistic in the short term that equity markets wouldn't suffer any negative consequences of sticky inflation and higher interest rates.

"I think it's the good year," Mr Wilson said. "And I think next year will be a tough year."

GoCatch didn't earn VC lift: Uber

JOSEPH LAM

When one of the nation's most prominent venture capital firms puts a "close look" at your start-up and decides not to invest, that is a sign that business is not going well.

At least, that was the view presented in a Melbourne court on Thursday as lawyers for US ride-share giant Uber attempted to demonstrate that its one-time big rival, GoCatch, would have failed regardless.

Tast Apps (GoCatch) is suing Uber, alleging serious misconduct that includes corporate espionage, hacking of competitor systems and knowingly launching UberX illegally in Australia without regulatory approval.

Justice Lisa Nicholson KC, on behalf of Uber, has attempted to show that Uber had made a significant impact in Australia.

Uber had made a significant impact in Australia. Uber had made a significant impact in Australia. Uber had made a significant impact in Australia.

Albanese keynote address for Outlook luncheon

Prime Minister Anthony Albanese will address Australia's Economic Outlook, the annual business luncheon presented by The Australian and Sky News.

Mr Albanese will deliver a keynote address at the forum, to be held at Crown Sydney on June 7.

The Prime Minister will also take part in a Q&A discussion that unpacks the cost-of-living crisis impacting all Australians, explains the 2024 federal budget and provides insights on pressing business and economic issues. Details for the lineup of key business and political leaders joining the discussion panel will be announced in the coming weeks.

Tech wreck after reverse takeover

LYX Global, a smart city technology and infrastructure engineering firm based at Adelaide's Let Fourteen technology hub, has been placed in administration, following a failed reverse takeover of the company.

Ken Whittington and Mark Robinson of Fort Restructuring have been appointed as administrators, and intend to continue to trade the company, which specialises in smart city technology and infrastructure engineering.

The administrators intend to either sell the company and/or its component parts as going concerns or seek to enter into a deed of company arrangement with LYX's creditors to keep the firm operating.

GoCatch is suing Uber, claiming corporate espionage

October 2024. But the firm's enthusiasm for GoCatch didn't last. In one email read before the court, Square Peg partner Dan Krassonstein told co-founder Paul Bassat in 2016 that the GoCatch ship hadn't sailed but "burned" it.

"I think the ship has sailed or burned or something. Importantly, they had a market for the taking with relatively benign competitive dynamics for a few years," the email read.

Mr Krassonstein went on to say that GoCatch's competitors at the time, including taxi booking app InGoGo and Uber, were not doing that well locally and that the issue was not the concept, which he said was performing strongly in international

Expressions of interest

The Receivers and Managers of Quintis (Australia) Pty Ltd and related entities ("Quintis") are seeking expressions of interest in a sale and/or recapitalisation of Quintis.

Quintis is the world's leading supplier of value-added sandalwood products into Chinese, European and Indian markets. A vertically integrated producer with processing and distillation facilities in Western Australia, Quintis is the world's largest owner and manager of Indian sandalwood plantations located in northern Australia.

Register your interest via quintis@ticonsulting.com by 17 April 2024

Suncorp sells NZ insurer for \$375m

DAVID ROSS

Suncorp will offload its New Zealand life insurance business in a \$375m deal, marking the final end of the insurer's NZ operations.

Suncorp will sell the New Zealand Life Insurance to Resolution Life in a move that does not change Suncorp's overall exposure to the general insurance market in New Zealand.

Suncorp will receive \$375m at the completion of the deal. The remainder of the potential sale figure will be earned out over the following 18 months, with interest to be paid on the outstanding balance.

Suncorp group chief executive Steve Johnston pitched the sale as a further simplification of "our portfolio", following the sale of Suncorp Bank to ANZ in a \$450m deal.

Mr Johnston said the sale was part of a "strategy designed to align everyone at Suncorp around improving the way we deliver value for our Australian and New Zealand customers."

"The transaction continues the reshaping of the Suncorp Group, and positions both the general and life insurance businesses for ongoing growth and success - benefiting employees, customers, and other stakeholders," he said.

"We believe it's a win-win for our stakeholders." However, the transaction will be subject to regulatory approvals from the Reserve Bank of New Zealand and the Overseas Investment Office and Commerce Commission. This is expected to take nine months.

Suncorp said there would be no overall change to the Asteron Life business and it would continue to operate under the Asteron Life brand and retain its management team.

Asteron Life will also remain open to new business. Suncorp New Zealand CEO James Hagan said the transaction allowed the business to "focus exclusively on general insurance" in the NZ market.

Resolution Life is among the largest global life insurers, with almost 14 million policyholders and almost \$37 billion assets.

It has branches in Bermuda, Britain, the US, Australia and New Zealand. Suncorp's sale of its New Zealand life insurance business comes after the group offloaded its Australian business in 2020.

Suncorp booked \$72m in that deal when global life insurer TAL Dai-ichi snapped up the business, after a comprehensive review of the Queensland-based group. Suncorp entered a "20-year strategic alliance" with TAL to provide life insurance products through the Suncorp distribution channels.

Suncorp shares rose 3c to \$16.44.

Prime Minister Anthony Albanese will address Australia's Economic Outlook, the annual business luncheon presented by The Australian and Sky News.

The Receivers and Managers of Quintis (Australia) Pty Ltd and related entities ("Quintis") are seeking expressions of interest in a sale and/or recapitalisation of Quintis.

Quintis is the world's leading supplier of value-added sandalwood products into Chinese, European and Indian markets. A vertically integrated producer with processing and distillation facilities in Western Australia, Quintis is the world's largest owner and manager of Indian sandalwood plantations located in northern Australia.

Register your interest via quintis@ticonsulting.com by 17 April 2024

WORLD'S LARGEST INDIAN SANDALWOOD BUSINESS ON THE MARKET

5 April 2024

The world's largest Indian Sandalwood plantation owner and manager has been placed on the market by the Receivers and Managers ('the Receivers') of Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) ("Quintis")*.

Quintis operates the world's largest sandalwood estate with 7,800 hectares of established plantations and 3 million sandalwood trees. The company owns 4,000 hectares of plantations in its own right, and manages the remainder of the estate for various clients.

FTI Consulting (Australia) has placed Quintis on the market after its employees Daniel Woodhouse, Hayden White and John Park were appointed as Receivers early this week.

The sandalwood plantations are located across northern Australia, from the Ord River Irrigation area in the West through to the Douglas Daly and Katherine in the Northern Territory and a small plantation in the Burdekin in Queensland.

The sale also includes the Kununurra Wood Processing Facility, which processes the wood from harvested plantations to produce pure heartwood logs, chips and powder, and the Albany Oil Distillation Facility, a 60,000 m² steam distillation facility which is the world's largest oil distiller of sandalwood oil, with the capacity to process 2,000 tonnes of Indian sandalwood heartwood annually.

FTI Consulting Senior Managing Director Daniel Woodhouse said the combination of scale; vertically integrated operations; and entrenched product demand should prove attractive to some buyers.

"The sale provides the perfect opportunity to purchase a sustainable, vertically integrated, Indian sandalwood operation with unsurpassed scale," Mr Woodhouse said.

"The planned harvest profile indicates the plantations will become income generating for the next 8-10 years. As the establishment costs have already been incurred, a potential buyer can benefit from the considerable investment already undertaken to establish the plantations, while also generating harvest management income."

Expressions of Interest close on 17 April 2024 and can be registered with quintis@fticonsulting.com

For further information please contact:

Media

Annalise Batchelor

FTI Consulting

M: 0432 312 807

E: annalise.batchelor@fticonsulting.com



* Daniel Woodhouse, Hayden White and John Park of FTI Consulting were appointed Receivers and Managers ('the Receivers') of Quintis (Australia) Pty Ltd (Receivers and Managers Appointed) and Sandalwood Properties Ltd, Quintis Forestry Pty Ltd, Arwon Finance Pty Ltd, Quintis Leading Pty Ltd, Fieldpark Pty Ltd, Mt Romance Holdings Pty Ltd, Quintis Sandalwood Pty Ltd, and About Time We Met Pty Ltd (together 'the Companies') as of 2 April 2024.

- ENDS -

About the FTI Consulting Corporate Finance & Restructuring practice

The FTI Consulting Corporate Finance & Restructuring practice is an industry leader with an experienced, specialised team of professionals across Australia and the Asia Pacific region as well as North America, Latin America, and Europe. The FTI Consulting Corporate Finance & Restructuring practice leverages its extensive industry knowledge, operational expertise and international network to protect the enterprise value of its clients. It specifically focuses on liquidity management, turnaround and restructuring, capital solutions, performance improvement and transaction advisory services.

FORM L 1

FORM APPROVED
NO. B2901WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**LEASE**

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 235 on Deposited Plan 209536	Whole	1449	620

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Nil.

ESTATE AND INTEREST

Fee simple.

LESSOR (Note 3)

KUNUNURRA WARINGARRI ABORIGINAL CORPORATION of Lot 2229 Speargrass Road, Kununurra.

LESSEE (Note 4)

T.F.S. LEASING PTY LTD (ACN 080 978 721) of 254 Adelaide Terrace, Perth.

TERM OF LEASE (Note 5)

An initial Term of sixteen (16) years commencing on the 1st day of January 2009 together with one option to renew the Term for a Further Term of sixteen (16) years in accordance with clause 20 of this Lease (and the right for the Lessee to extend the Initial Term and/or the Further Term for a further period or periods in aggregate not exceeding three (3) years as provided for in clause 10 of this Lease).

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

for the initial Term at the clear yearly rent for the first year of the initial Term of Three Hundred and Sixty Eight Thousand Five Hundred and Ninety Five Dollars and Seventy Six Cents (\$368,595.76) (plus GST levied thereon in accordance with clause 18 of this Lease), payable by equal quarterly instalments in advance in accordance with clause 8.1 of this Lease and after the first year of the initial Term, the clear yearly rent will be subject to annual review in accordance with the annual rent review provisions contained clauses 8.2 to 8.6 inclusive of this Lease, and otherwise this Lease will be governed by the Operative Provisions of Lease contained herein.

Subject to the covenants and powers implied under the Transfer of Land Act 1893 as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.

The following covenants by the lessee are to be construed according to section ninety - four of the Transfer of Land Act 1893 as amended (Note 9)

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OPERATIVE PROVISIONS OF LEASE

Lot 235 on Deposited Plan 209536
(Certificate of Title Volume 1449 Folio 620)

This Lease is made between the following parties:

1. **The Lessor named on the cover of this Lease**
("the Lessor");
2. **The Lessee named on the cover of this Lease**
("TFS"); and
3. **T.F.S. Properties Ltd (ACN 093 330 977) of 254 Adelaide Terrace, Perth in the State of Western Australia**
("the Covenantor")

Recitals

- A. The Lessor is entitled to grant a leasehold interest in respect of the Leased Land.
- B. TFS wishes to lease the Leased Land and have the right to sub-lease the whole or part of the Leased Land in the terms of this Lease.
- C. The parties now enter into this Lease to evidence the terms and conditions upon which the Lessor agrees to lease the Leased Land to TFS at the request and direction of the Covenantor and the terms and conditions upon which TFS agrees to lease the Leased Land.

This Lease witnesses that in consideration of, among other things, the mutual promises contained in this Lease, the parties agree:

1. Definitions and Interpretation

- 1.1 In this Lease, unless the context otherwise requires:

Annual Rent means the rent specified on the cover of this Lease, as reviewed from year to year in accordance with clause 8 of this Lease;

Carbon Sequestration by a Tree or forest means the process by which the Tree or forest absorbs carbon dioxide from the atmosphere;

Carbon Sequestration Benefit means the legal, commercial or other benefit (whether present or future) of Carbon Sequestration by any existing or future Tree or forest in the Plantation;

Commencement Date means the commencement date specified on the cover of this Lease;

Consumer Price Index means the Consumer Price Index (All Groups, weighted average for 8 Capital cities) compiled by the Australian Bureau of Statistics or any substitute therefor accepted by the Government of the Commonwealth of Australia from time to time with a reference base for the Index being the fiscal year 1989/1990. If the reference base for the Index number is updated at any time during the Term by the Commonwealth Statistician, then due conversion of the Index will be made to preserve the intended continuity of the calculation by making the appropriate arithmetical adjustments to make the updated Index number at the relevant date or

4.

dates correspond in reference base at all relevant times. If at any time either or both of the Consumer Price Index or the Index number is discontinued or suspended or the method of computation is substantially altered there shall be substituted therefor such alternative method of computing changes in the cost of living as is mutually agreed to in writing between the Lessor and TFS or failing agreement between them as in the opinion of an Umpire most closely reflects the changes in the average cost of living for all Capital cities in Australia;

Consumer Prices Index Formula means:

$$\frac{A \times \text{CPI}(2)}{\text{CPI}(1)} = \text{The reviewed Annual Rent}$$

where:

- A is the Annual Rent payable for the year of the Lease ending immediately prior to the annual review date;
- CPI(1) is the Consumer Price Index published for the quarter ending on the 30th day of September immediately preceding the Commencement Date of this Lease for the first annual review, or the 30th day of September immediately preceding the last Annual Rent review date for each subsequent annual review; and
- CPI(2) is the Consumer Price Index published for the quarter ending on the 30th day of September immediately preceding the Annual Rent review date.

Covenantor means the Covenantor described as one of the parties to this Lease and the Covenantor's successors in business;

Encumbrances means those encumbrances listed on the cover of this Lease;

Fixtures means all buildings, sheds and other permanent erections, fences, pipes, conduits, channels, drains, channel stops, water measuring equipment, water courses, wires and equipment, leading through, over, into or situated upon the Leased Land as required from time to time for the purpose of conducting proper and efficient silviculture or other horticultural activities on the Leased Land;

Further Term means the optional term of sixteen (16) years referred to on the cover of this Lease which may be exercised by the Lessee subject to and otherwise in the terms of clause 20 of this Lease;

Growers means the parties or entities (if any) to whom TFS at any time sub-leases part of the Leased Land to enable the Growers to carry on a long term afforestation business where Trees are planted or are to be planted by or on behalf of the Growers;

Harvest means the cutting down of all Timber on the Leased Land and includes debarking, debranching, docking, bunching, skidding, chipping, transporting, storing and loading as required by TFS whether conducted as one operation or more than one operation and also includes the administration and supervision of such activities; and "Harvesting" and "Harvested" have corresponding meanings;

Leased Land means the land the subject of this Lease as described on the cover of this Lease;

Lessee means the Lessee described in this Lease and the Lessee's successors in business and permitted transferees and assigns;

Lessor means the Lessor described in this Lease and the Lessor's personal representatives, heirs, successors and assigns;

5.

Plantation means that part of the Leased Land subject to the Tree Crop, and the Restricted Use Area reserved for horticultural purposes;

Rent Payment Dates means the 1st day of January, the 1st day of April, the 1st day of July, and the 1st day of October in each year of the Term;

Restricted Use Area means an area of 40 hectares or thereabouts of the existing Mango orchard presently growing on portion of the Leased Land as selected and designated by TFS;

Saleable Product means from the Plantation:

- (a) products of Trees or shrubs;
- (b) vegetable growth (other than Timber) of economic value; and
- (c) horticultural produce grown on the Restricted Use Area;

Schedule means a Schedule to this Lease;

Term means the term specified on the front cover of this Lease and, where the context so permits, includes any extension or renewal of that term from time to time;

TFS means TFS and its administrators, successors and permitted transferees and assigns;

Timber includes Trees of any age or description from the Plantation, whether growing or dead;

Tree means a tree of any description and includes a sapling and a seedling of a tree;

Tree Crop means the crop of sandalwood trees planted and tended or to be planted or tended on the Leased Land and includes all Saleable Product;

Umpire means some independent person agreed to by the Lessor and TFS or if they are unable to agree within 7 days after either of them requests the appointment of an Umpire to adjudicate on any issues in the terms of this Lease, then an Umpire appointed at the request of either the Lessor or TFS by the president or chief executive officer for the time being of the Law Society of Western Australia (Inc).

- 1.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- 1.3 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.4 Headings have been inserted for convenience only and shall not be taken into account in interpreting the provisions of this Lease.
- 1.5 References to clauses, schedules or items by letter or number are references to clauses, schedules or items contained in this Lease.
- 1.6 References to institutes, associations, bodies and authorities whether statutory or otherwise shall if that institute, body, association or authority ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other institute, association, body or authority be deemed to refer respectively to the institute, association, body or authority established or constituted in place thereof or as nearly as

6.

may be which succeeds to the powers or functions of the institute, association, body or authority referred to.

- 1.7 References to statutes regulations and by-laws shall include reference to all statutes, regulations and by-laws which amend consolidate or replace the statutes, regulations or by-laws referred to and also include any notices ordinances or orders issued under any statute regulations or by-laws for the time being in force.
- 1.8 Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future shall not apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, privileges, remedies or discretions given or accruing to the Lessor.
- 1.9 In the interpretation of this Lease no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward the Lease or any part thereof.
- 1.10 If any party to this Lease enters into this Lease as a trustee, this Lease binds that person in its capacity as trustee and personally.
- 1.11 Where the word "include" or "includes" is used, it is to be read as if the expression "(but is not limited to)" immediately followed such word and where the word "including" is used, it is to be read as if the expression "(but not limited to)" immediately followed such word.

2. Conditions Precedent

This Lease is in all respects subject to satisfaction of the following conditions precedent, namely:

- 2.1 TFS obtaining approval (if such approval is required by law) from the Shire of Wyndham-East Kimberley for the establishment of a Tree plantation on the Leased Land (other than the Restricted Use Area), on terms and conditions acceptable to TFS, within forty five (45) days after the date of execution of this Lease.
- 2.2 If it has not already done so, TFS must apply for any approval which may be required by law under clause 2.1 as soon as is reasonably practicable after the date of execution of this Lease.
- 2.3 If the condition precedent specified in clause 2.1 is not satisfied within the time provided in clause 2.1, TFS will have the option of waiving the condition or immediately terminating this Lease by notice in writing to the Lessor. If TFS fails to terminate this Lease by notice in writing to the Lessor or to notify the Lessor that it waives this condition within the time period referred to in clause 2.1, TFS will be deemed to have waived this condition which will be of no further force and effect. If TFS elects to terminate this Lease by notice in writing to the Lessor within the time period referred to in clause 2.1, the Lessor must repay or procure the repayment to TFS of all moneys previously paid by TFS pursuant to this Lease except for rent for the period from the Commencement Date to the date of termination by TFS and all costs incurred by the Lessor in finalizing this Lease, and any rent payments which have been made by TFS to the Lessor and the termination of the rights granted and obligations created by this Lease shall be without prejudice to any rights acquired by either party pursuant to this Lease prior to such termination.

7.

2.4 This Lease is subject to the Lessor obtaining any consent to this Lease which may be required pursuant to the provisions of a Purpose Agreement dated the 17th day of December 1991 made between Aboriginal and Torres Strait Islander Commission and the Lessor within three (3) months of the date of execution of this Lease.

2.5 Without the written consent of the Lessor, which may not be unreasonably withheld, TFS shall not allow any planting, establishing or cultivating of Trees on the Leased Land until the conditions precedent specified in clauses 2.1 and 2.4 have been satisfied.

3. Grant of Lease

3.1 With effect from the Commencement Date, the Lessor grants to TFS and TFS accepts from the Lessor a lease of the Leased Land together with all improvements thereon and the Fixtures for the Term upon and subject to the Encumbrances, terms, conditions, covenants, reservations and provisions set out in this Lease.

3.2 The Lessor grants to TFS, for the purposes of conducting its silviculture and/or horticultural projects on the Leased Land, the right to install, maintain, use, repair, alter and replace the Fixtures leading through, over, into or situated upon the Leased Land and to pass over the Leased Land at any time for the purpose of gaining access to any land adjoining the Leased Land and to convey water, nutrient, insecticides, herbicides, pesticides, electricity and other power through those of the Fixtures designed to perform those functions all of which rights may be exercised by TFS or Growers without notice to the Lessor and causing as little disruption, inconvenience or damage to the Lessor and the Leased Land as is reasonably possible in the circumstances.

3.3 TFS acknowledges and agrees that the Lessor is and will be throughout the Term the legal and beneficial owner of any and all Carbon Sequestration Benefit arising out of or generated from the Tree Crop or any other crop cultivated on the Leased Land during the Term and any extension thereof, and TFS hereby vests all of its right, title and interest, if any, in and to the Carbon Sequestration Benefit in the Lessor but on the basis that (as the Lessor hereby acknowledges and agrees) TFS (and persons claiming from or through TFS) at all times during the Term have the right to Harvest Trees without requiring any consent or approval of the Lessor or any person who from time to time might claim any entitlement to any Carbon Sequestration Benefit, and the Lessor must not do, or agree to do, any act matter or thing with respect to the Carbon Sequestration Benefit which in any way restricts the rights of TFS (and persons claiming from or through TFS).

3.4 Subject to the provisions of clause 4.1 and TFS' obligation to retain 40 hectares or thereabouts of the mango orchard presently growing on part of the Leased Land, the Lessor acknowledges and agrees that TFS may otherwise remove the remainder of the mango orchard presently growing on the Leased Land with a view to converting the use of the Leased Land to the growing of a sandalwood Tree Crop and/or other permitted silvicultural or horticultural purposes. For the avoidance of doubt, the removal of the mango orchard or any part thereof shall be at TFS' cost, and TFS will not be required to reinstate the mango orchard or any part thereof which is removed by TFS under the provisions of this clause at the end of the Term.

4. TFS' Rights and Obligations to Utilise Restricted Use Area and Balance of Leased Land

4.1 (a) TFS acknowledges that it is a condition of this Lease that TFS select, mark out and retain 40 hectares or thereabouts of the mango orchard presently growing on

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part of the Leased Land for the continued growing and maintenance of the mango orchard comprising the Restricted Use Area and TFS must use its best endeavours to keep the 40 hectare mango orchard operating as a well maintained and productive mango growing business at the cost of TFS in all respects.

- (b) In managing, maintaining and cultivating the mango orchard to the extent that manual labour is required for such purposes, TFS agrees to offer employment to willing and able persons in the local indigenous community who are interested in taking up employment opportunities in the maintenance and management of the mango orchard.
 - (c) For the avoidance of doubt, the parties acknowledge that management of the mango orchard will be the responsibility of TFS, and TFS will be entitled to the proceeds generated from production of mangoes obtained from the mango orchard.
 - (d) The parties further acknowledge and agree that if for any reason during the Term or any extension of the Term, TFS' obligation to maintain a productive mango orchard proves to be impossible by reason of uncontrollable disease, market conditions, major damage to the mango plantation by flood, storm, tempest, fire or any other natural disaster, then TFS and Waringarri must meet in good faith to negotiate and agree upon the best alternative use for the Restricted Use Area, whether that be in respect of annual horticultural crops, silvicultural purposes or any other use on which the parties reach agreement.
- 4.2 For the purposes of this Lease, "annual horticultural crops" means any annual horticultural cash crop which is commonly grown on irrigated land in the Stage One Ord River Irrigation Area by other farmers for commercial gain.
- 4.3. Subject to the provisions of clause 4.1 and otherwise the terms and conditions contained in this Lease, TFS and/or Growers may on any part of the Leased Land other than the Restricted Use Area:
- (a) plant, establish, cultivate and manage one or more crops of sandalwood trees (and associated host trees) on the Leased Land and TFS and/or Growers may from time to time:
 - (i) Harvest; and
 - (ii) remove and sell or otherwise deal in the Timber and Saleable Product (save and except for any Carbon Sequestration Benefit reserved to the Lessor) and retain all income from such sale or dealing;

and generally do all things which may be usual or necessary for carrying on a sandalwood tree farming business or which may be necessary or convenient in connection with the performance of TFS' obligations under this Lease but may not use the Leased Land for any other purpose.; and
 - (b) use the Leased Land (or the relevant part thereof) for a use the same as, or similar to, any other horticultural land uses then applying in the Stage One Ord River Irrigation Area.
- 4.4 (a) TFS acknowledges that portion of the mango orchard trees growing on the Leased Land are of the B74 mango variety which are subject to an agreement between Cottonwood Pty Ltd (ACN 010 038 776) and the Lessor ("the Agreement") governing the propagation rights of that variety of mango tree and the distribution and sale of that variety of mango fruit during the term of the Agreement.

9.

- (b) TFS acknowledges that if the retained 40 hectares or thereabouts of the mango orchard selected by TFS as the Restricted Use Area contains any of the B74 mango tree variety, then subject to the Lessor providing TFS with a copy of the Agreement, TFS must abide by the terms of that Agreement as they relate to the B74 mango variety trees retained by TFS and do all such things as the Lessor may reasonably require (including entering into a sub-propagation agreement or licence with the Lessor and Cottonwood Pty Ltd) so as to ensure TFS complies with its obligations under the Agreement for the growing and propagation of the B74 mango variety developed by Cottonwood Pty Ltd.

5. TFS' Covenants

5.1 TFS must, or where TFS has leased or granted a licence to a Grower to enter the Leased Land, TFS must ensure that any such Grower does:

- (a) not use the Restricted Use Area for any purpose other than the purpose referred to in clauses 4.1 and 4.2, or any other use which may be mutually agreed to between the parties in the terms of clause 4.1(d);
- (b) not use the Leased Land (other than the Restricted Use Area) for any purpose other than the primary purpose of growing and Harvesting sandalwood trees (and associated host trees);
- (c) comply with the best silvicultural and environment practices adopted within the forestry industry and in particular, keep the Leased Land free from vermin and noxious weeds and pests throughout the Term and any extension thereof;
- (d) comply with all notices, orders, requisitions, laws and regulations relating to the use and occupancy of the Leased Land whether addressed to TFS, a Grower or any other occupier or owner of the Leased Land, under or in respect of (but not limited to) the Local Government Act 1960, the Occupational Safety and Health Act 1984, the Environmental Protection Act 1986, the Contaminated Sites Act 2003, the Bushfires Act 1954, or any statutory modification or amendment of those Acts or any of them, or pursuant to any other Act or Acts for the time being in force which affect the Leased Land and the use to which the Leased Land is put by TFS;
- (e) not use or store any chemical, inflammable, noxious or dangerous substances in a manner likely to result in damage to vegetation (other than weeds), livestock, crops or water reserves on the Leased Land;
- (f) not erect any buildings on the Leased Land except to the extent reasonably required by TFS in connection with its use of the Leased Land, and remove any such buildings as soon as no longer reasonably required by TFS;
- (g) keep current with a reputable insurer a public risk and public liability insurance policy to cover the liability of TFS and the Lessor for their respective rights and interests in the Leased Land in which the limit of public risk (being the amount which may be paid arising out of any single claim) will be not less than Ten Million Dollars (\$10,000,000.00) or such higher amount as may be reasonably directed by the Lessor from time to time by notice in writing to TFS during the Term and any extension thereof, and the policy must include all provisions as are normally contained in insurance policies for such insurance cover;

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- (h) permit the Lessor or its duly appointed agents to enter upon the Leased Land from time to time with or without equipment for the purpose of inspecting the condition and state of repair of the Leased Land and for the purpose of performing any of the Lessor's obligations under this Lease; and
- (i) within twenty one (21) days after request by the Lessor, pay to the Lessor or as directed by the Lessor all:
 - (i) municipal shire council rates, charges and levies (including Fire and Emergency Services levies);
 - (ii) Land Tax (if any) calculated on the basis that the Leased Land is the only land owned by the Lessor;
 - (iii) volumetric or consumption charges for all irrigation and other water drawn by TFS for use on the Leased Land;
 - (iv) fixed charges and/or asset or other levies of any description charged by the supplier of irrigation water to the Leased Land or the owner of the irrigation assets utilized to deliver irrigation water to the Leased Land;
 - (v) asset levies and charges and any other imposts raised by the supplier of irrigation water to the Leased Land or the owner of the irrigation assets utilized to deliver irrigation water to the Leased Land; and
 - (vi) other annual or periodic rates taxes, charges, imposts or levies raised by any competent authority having jurisdiction over the Leased Land during the Term and any extension thereof,

which rates, taxes, charges and levies if not separately assessed or apportioned to the Leased Land, shall be apportioned on the basis of the proportion which the area of the Leased Land bears to the total area of the land charged or assessed, provided that the Lessor may, in the Lessor's absolute discretion, direct the supplier of irrigation water and/or the owner of the irrigation assets utilized to deliver irrigation water to the Leased Land to invoice TFS direct for all such volumetric charges, fixed charges, asset levies and any other periodic charges raised in respect of the Leased Land during the Term and any extension thereof.

5.2 TFS accepts the Leased Land "as is" at the Commencement Date, and without limiting the generality thereof TFS acknowledges and agrees that:

- (a) any boundary and other fences on the Leased Land are as at the Commencement Date in good order and condition, and TFS must maintain all boundary fences and any other fences whether erected by the Lessor or by TFS in good order and condition, and shall not make any claim against the Lessor as a result of damage by animals or other pests or natural causes to Trees or any Tree Crop established on the Leased Land, and TFS shall be solely responsible for adequately maintaining such fencing throughout the Term and any extension thereof;
- (b) although laser leveled and formed into 1.8 metre beds, such parts of the Leased Land may contain sugarcane trash, billets and stools in the beds and other parts of the Leased Land comprise a mango orchard at the Commencement Date, and it will be TFS' responsibility to decide on and implement all future clearing and ploughing of the relevant Land for its silvicultural and horticultural uses; and
- (c) the Leased Land may require leveling and re-lasering for irrigation, drainage and/or Tree Cropping.

11.

- 5.3 TFS must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses, and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence on or at the Leased Land or the use by TFS (or any of the Growers) of the Leased Land or any part thereof to any person or property of any person using or entering on or near the Leased Land or any roadway or driveway of or to the Leased Land wheresoever it may occur, wholly or in part, by any act, neglect default or omission by TFS, any of the Growers, or any agents, contractors, employees, workmen or any other person or persons using or upon the Leased Land with TFS' or a Grower's consent or approval express or implied.
- 5.4 (a) TFS acknowledges and agrees that for the purposes of the Occupational Safety and Health Act 1984 as amended, TFS has control of the Leased Land.
- (b) By this clause, TFS releases and indemnifies and agrees to keep the Lessor indemnified from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Lessor shall or may be or become liable by reason of the Occupational Safety and Health Act 1984 as amended in respect of the Leased Land or the use and occupation thereof by TFS and/or any Growers.
- 5.5 As at the Commencement Date of this Lease, TFS acknowledges that the Leased Land (other than the portion presently containing a mango orchard) has been cleared and the majority of which is developed, and formed up for general farming and horticultural uses and accordingly, at the end of the Term TFS must (except for the Restricted Use Area, if still retained as a mango orchard as at the end of the Term):
- (a) remove all stumps, root systems and other debris from the Leased Land utilising the most appropriate clearing and levelling techniques including blade ploughing, deep ripping and laser levelling;
- (b) remove any internal fences, roads and other improvements which may have been erected on the Leased Land by TFS during the Term;
- (c) laser level and form the Leased Land into 1.8 metre beds having a row length of not more than four hundred and twenty (420) metres or thereabouts, suitable for horticultural cropping and general farming uses to a standard common in the Stage One Ord River Irrigation Area;
- (d) deliver up all channels, tail drains and channel stops in good clean working order and condition and to a standard common in the Stage One Ord River Irrigation Area and consistent with the requirements of clause 5.5(c); and
- (e) remove any of TFS' fixtures, improvements, plant and equipment from the Leased Land, making good any damage caused thereby,
- so that such reinstatement works are completed to the Lessor's reasonable satisfaction within thirty (30) days of the termination of this Lease.
- 5.6. If TFS fails to carry out any of the works referred to in clause 5.5 and make good the Leased Land, to the Lessor's reasonable satisfaction, the Lessor may (but will not be obliged to) carry out such works utilising its own contractors and agents in which event the cost thereof shall be a debt due, owing and recoverable upon demand by the Lessor from TFS and the Covenantor notwithstanding termination of this Lease.

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- 5.7 TFS acknowledges that there is a substantial fruit packing and general purpose shed erected on portion of the Leased Land ("the Lessor's shed") containing various Lessor's fixtures and fittings including air conditioning and cool room facilities. The Lessor's shed and plant and equipment must be maintained by the Lessee throughout the Term in good order and condition consistent with the condition thereof as at the Commencement Date of this Lease with fair wear and tear only excepted, and TFS must comprehensively insure the Lessor's shed and equipment for its full replacement value against damage by fire and damage or destruction from all other usual insurable risks at the cost of TFS for the respective rights and interests of TFS and the Lessor, and TFS must furnish the Lessor with a copy of the policy of insurance and a certificate of currency for such insurance as and when requested by the Lessor.

At the end of the Term, TFS must deliver up possession of the Lessor's shed and all the Lessor's plant and equipment therein in good order and condition, consistent with the condition thereof as at the Commencement Date of this Lease, together with all keys for all doors and other locking devices in respect of the shed.

- 5.8 To the extent that any portion of the Leased Land has been retained as a mango orchard at the end of the Term, TFS must deliver up that portion of the Leased Land which comprises the mango orchard in good order and condition for a productive mango orchard having regard to best practices in the district for the operation, care and maintenance of a productive mango orchard.

6. Lessor's Covenants

The Lessor agrees that:

- (a) TFS may peaceably and quietly hold and enjoy the Leased Land during the Term, without any interruption by the Lessor or any person claiming under, through or in trust for the Lessor;
- (b) the Lessor must use the Lessor's best endeavours to make available for use by TFS (and persons claiming from or through TFS) the water allocation granted in respect of the Leased Land immediately prior to the Commencement Date (which the Lessor acknowledges as being seventeen (17) megalitres per hectare per annum) (the "*Present Allocation*") and all future water allocations (if any) which may be granted to the Lessor with respect to the Leased Land or otherwise in replacement of the Present Allocation, but if for any reason beyond the reasonable control of the Lessor any part of the Lessor's Present Allocation is resumed, the Lessor will not be liable to TFS in respect thereof and TFS will not be entitled to any compensation payable to the Lessor in respect of such resumption. Without limitation to this clause, but subject to the provisions of clause 6(d), the Lessor must not deal with or dispose of the Present Allocation, and all future water allocations which may be granted to the Lessor with respect to the Leased Land or otherwise in replacement of the Present Allocation without first securing TFS' right (in a form satisfactory to TFS) to use the water allocation;
- (c) TFS must from year to year notify the Lessor in writing of TFS' reasonable estimated requirements for irrigation water to be utilized by TFS on the Leased Land for its silviculture and/or horticultural purposes for the ensuing year based on historical usage and projected usage for the next year, calculated in megalitres per hectare prior to the commencement date of each year of the Term and any extension thereof;

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- (d) the Lessor may, with the prior written consent of TFS (such consent not to be unreasonably withheld), temporarily trade in any year any and all excess water allocation or entitlements which may be held by the Lessor over and above the amount designated by TFS from year to year under clause 6(c) as TFS' reasonable irrigation water requirements for growing TFS' Tree Crop and/or horticultural crops ("*Excess Water Rights*"), but the Lessor must not deal with or dispose of either permanently or temporarily any of the Lessor's water allocation or entitlements which would result in TFS' estimated irrigation water requirements not being available in any year;
- (e) If the Lessor trades Excess Water Rights in the manner contemplated by clause 6(d), it must:
 - (i) provide to TFS a copy of any agreement entered into with respect to the relevant trading; and
 - (ii) pay to TFS within seven (7) days of receipt and clearance of payment, a sum equal to fifty percent (50%) of the nett amount which a third party pays to the Lessor for use of the Excess Water Rights;
- (f) the Lessor must allow TFS and its contractors and their respective employees with or without vehicles and machinery full and free access to the Leased Land;
- (g) the Lessor must, where reasonably practicable, promptly notify TFS of any notice or notification received by the Lessor from the owner or occupier of any land adjoining or in the vicinity of the Leased Land pursuant to the Bush Fires Act 1954 (WA);
- (h) TFS may request the Lessor to register this Lease under the Transfer of Land Act 1893 (WA), in which event the Lessor must do all things reasonably necessary to achieve registration of this Lease provided that TFS pays to the Lessor or its solicitors and agents all registration fees, Title production fees and other reasonable costs and disbursements incurred in achieving registration of this Lease;
- (i) the Lessor shall not do or permit or suffer to be done any act, matter or thing which may prejudice or render void or voidable any insurance in respect of the Leased Land, or horticultural crops or the Tree Crop thereon, or whereby the rate of premium on any such insurance may be liable to be increased; and
- (j) the Lessor must not store or use chemical, inflammable, noxious or dangerous substances on the Leased Land in a manner which may be likely to result in damage to the Leased Land or horticultural crops or the Tree Crop thereon.

7. Mutual covenants

7 The Lessor and TFS agree that:

- (a) TFS shall be entitled to construct and maintain internal access tracks (including, without limitation, bridges, culverts and similar facilities) to provide full and free access to the Leased Land for TFS and its contractors and their respective employees as and for all necessary vehicles and equipment used in planting and tending Trees and Harvesting, in such positions as TFS reasonably requires, provided that TFS removes any such structures or items from the Leased Land at

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the end of the Term and makes good any damage caused thereby, if so directed by the Lessor in the terms of clause 5.5;

- (b) for the purposes of constructing and maintaining any internal access tracks constructed in accordance with clause 7(a), provided TFS obtains the Lessor's written consent, which must not be unreasonably withheld, TFS shall be entitled at no charge, to take and use such sand, gravel and other material available from a place on the Leased Land reasonably approved by the Lessor, in such reasonable quantities as may be required by TFS. Where TFS has removed any material for those purposes, TFS shall return the surface of the affected land to an appearance as close as possible to the appearance of the surface of surrounding land;
- (c) TFS shall have the right, at its own cost, to padlock gates on internal access tracks entering the Leased Land at boundaries of or within the Leased Land in order to prevent trespassers entering the Leased Land, and to take such other security measures as TFS considers appropriate. If TFS padlocks any gates, and if requested by the Lessor, TFS must make a key available to the Lessor;
- (d) TFS shall have the right, at its own cost, to erect a sign or signs on the Leased Land detailing the name, area, Tree species, year of planting, and such other matter or matters pertaining to the Trees on the Leased Land as TFS deems appropriate;
- (e) each of them must promptly execute all documents and do all other things that the other of them from time to time reasonably requires to effect, perfect or complete the provisions of this Lease;
- (f) the terms, covenants and conditions implied in leases by virtue of the Transfer of Land Act 1893 (WA) shall apply to this Lease but only to the extent that they augment the Lessor's rights and powers, and are not in conflict with any of the provisions herein which shall prevail;
- (g) TFS must pay, on demand by the Lessor, the Lessor's solicitors' costs and disbursements of and incidental to advising the Lessor on the terms of this Lease, and preparing, amending and registering this Lease in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00) legal costs component plus disbursements and GST, and TFS must otherwise pay its costs of and incidental to the instructions for, preparation and execution of this Lease including duty (if any) payable on this Lease under the Duties Act 2008, and all Landgate registration fees and Title production fees payable on registration of this Lease;
- (h) at the end of the Term, TFS must comply with all of the provisions of clause 5.5 to the reasonable satisfaction of the Lessor;
- (i) the Tree Crop is and remains the property of TFS until the end of the Term, or such earlier date on which this Lease may be lawfully terminated by either party;
- (k) TFS must ensure that all debris from Harvesting is confined within the Leased Land and is subsequently removed from the Leased Land during the Term and/or at the end of the Term in compliance with clause 5.5;
- (l) sections 80 and 82 of the Property Law Act 1969 (WA) are hereby excluded from this Lease; and
- (m) if TFS remains in occupation of the Leased Land with the Lessor's consent after the expiration of this Lease or any extension of this Lease, then TFS will occupy

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the premises as a three (3) monthly tenant at the same rental as was applicable at the end of the Term increased by the Consumer Price Index Formula, and otherwise subject to the terms, covenants and conditions hereof so far as the same are applicable to a three (3) monthly tenancy and such tenancy will be terminable at the expiration of three (3) months' written notice by either party to the other at anytime.

8. Rent

- 8.1 (a) TFS must pay the Annual Rent, which is specified on the cover of this Lease and as reviewed from year to year in accordance with the annual rent reviews contained in this Lease, quarterly in advance on the Rent Payment Dates without any deduction, subject to TFS having received a valid tax invoice from the Lessor to facilitate TFS' claim for a tax credit on any GST payable on the Annual Rent unless the parties mutually agree that TFS will prepare and issue a recipient generated tax invoice in respect of such payments. The first quarterly instalment to be paid on the later of the Commencement Date or fourteen (14) days after the date of execution of this Lease.
- (b) TFS must pay each quarterly instalment of the Annual Rent to the Lessor at the address of the Lessor appearing above or in such other manner (including payment by direct bank or electronic transfer from TFS' Bank to the Lessor's account at the Lessor's Bank if so requested by the Lessor), or to such other address or account as the Lessor may direct from time to time in writing by forwarding it so that it will be received there on or before each due date, or by delivering it there by each due date.
- 8.2 The Annual Rent will be reviewed annually throughout the Term and any extension thereof, the first annual review being on the date specified in item 1 of Schedule 1 and each 1st day of January thereafter during the remainder of the Term (as extended or renewed) in accordance with clauses 8.3 and 8.4.
- 8.3 Subject to clauses 8.4 and 8.5 (and each of the Market Review Dates on which the Annual Rent will be reviewed to the Market Rent), on each other annual review date, the Annual Rent then payable will be varied and increased by application of the Consumer Price Index Formula for the review of the Annual Rent, which Annual Rent calculated on application of the Consumer Price Index Formula will be payable for the ensuing year (provided that notwithstanding application of the Consumer Price Index Formula, the Annual Rent shall not in any year be less than the Annual Rent payable during the immediately preceding year of the Term).
- 8.4 The reviewed Annual Rent payable under this Lease with effect from the 1st days of January 2013, 2017, 2021, 2025, 2029, 2033, 2037, 2041 and 2045 during the Term and any extension thereof (each such date being a "*Market Review Date*") shall be the Market Rent for the Leased Land agreed to or determined in accordance with the following provisions:
- (a) The Lessor or the Lessor's duly appointed agent may forward to TFS, at any time within three (3) calendar months prior to a Market Review Date, a notice in writing ("*Review Notice*") nominating the reviewed Annual Rent which the Lessor considers to be the current Market Rent for the Leased Land. Subject to clause 8.4(b), in the event of the Lessor serving a Review Notice on TFS, and TFS

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not objecting to the proposed reviewed Market Rent by notice in writing to the Lessor within twenty one (21) days of service of the Lessor's Review Notice on TFS ("*Review Deadline*") (time being of the essence in respect of TFS' notice of objection), then TFS will be deemed to have agreed to and accepted the reviewed current Market Rent nominated by the Lessor in the Lessor's notice for the ensuing year.

- (b) If the parties fail to agree (or are not deemed to have agreed) upon the current Market Rent for the Leased Land to apply on and from a Market Review Date on or before the expiration of thirty (30) days after a Market Review Date, then either the Lessor or TFS may within sixty (60) days after the relevant Market Review Date, by notice in writing to the other ("*Independent Valuation Notice*"), require that an independent licensed valuer be appointed to determine the Market Rent to apply on and from the relevant Market Review Date. If the Lessor and TFS fail to agree upon an independent licensed valuer within ten (10) days after service of the Independent Valuation Notice, the valuer shall be appointed by the President or Principal Executive Officer for the time being of the Australian Property Institute (Inc) (Western Australian Division) (or if such Institute ceases to exist, its successor in business or the institute or body which carries out similar functions) whose nominee shall act as an expert and not as an arbitrator, whose decision shall be binding on and whose costs shall be borne equally by both parties, provided that in each case, the reviewed Market Rent payable shall be deemed to be not less than the Annual Rent payable during the immediately preceding year of this Lease increased by application of the Consumer Price Index Formula.
- (c) For the purposes of this Lease, a "licensed valuer" means a natural person who:
 - (i) is licensed under the Land Valuers Licensing Act 1978;
 - (ii) has not less than five years valuation experience (including not less than two years valuation experience in the Kimberley Region of Western Australia);
 - (iii) is a member of the Australian Property Institute (Inc); and
 - (iv) is experienced in assessing market rental values of properties of a similar nature to the Leased Land.
- (d) Upon acceptance of his or her appointment, either by agreement between the parties or nomination in the terms referred to above, the licensed valuer must give due consideration to any written submissions from or on behalf of the Lessor and TFS as to the current Market Rent for the Leased Land, and the licensed valuer will be required to make the licensed valuer's written determination available to both the Lessor and TFS within forty (45) days of acceptance of the licensed valuer's appointment unless the valuer is unable for any reason beyond the licensed valuer's control to do so, in which event the licensed valuer must complete the licensed valuer's Market Rent determination as soon as practical following the expiration of forty five (45) days from the licensed valuer's appointment.
- (e) The costs and expenses of the licensed valuer must be borne by the Lessor and TFS equally and the licensed valuer's determination of the Market Rent shall be final and binding on the Lessor and TFS.

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- (f) For the purposes of this clause, "Market Rent" means the best Annual Rent that can reasonably be expected to be obtained for the Leased Land in the open market by a willing but not anxious landlord and tenant of the Leased Land, by taking into account:
- (i) an assumption that the Leased Land is available for leasing with vacant possession by a willing but not anxious landlord and tenant for a deemed term equal to the original term of this Lease and any additional option for renewal;
 - (ii) on terms and conditions contained in this Lease, and the best silvicultural, horticultural or farming use for which the Leased Land could be utilized;
 - (iii) on the basis that all of the terms, covenants and conditions on the part of TFS have been fully performed and complied with as at the Market Review Date;
 - (iv) by taking into account any improvements or fixtures erected or installed on the Leased Land at the Lessor's expense; and
 - (v) having regard to rental values of comparable land to the Leased Land within the Ord Irrigation Scheme Area and its environs;
- but ignoring:
- (vi) any rent free period, financial contribution or other concession customarily or likely to be offered to a new tenant of vacant premises;
 - (vii) any value attaching to goodwill created by TFS' occupation of the Leased Land; and
 - (viii) any deleterious condition of the Leased Land if such condition results from any work or other activities on the Leased Land by TFS or by breach of the terms of this Lease by TFS.
- (g) If the Lessor and TFS fail to agree or are not deemed to have agreed upon a Market Rent to apply on and from a relevant Market Rent Review Date, and an Independent Valuation Notice has not been served by either party on the other within sixty (60) days after the relevant Market Rent Review Date, then the Annual Rent applying immediately prior to the Market Rent Review Date adjusted using the Consumer Price Index Formula pursuant to clause 8.3 shall be deemed to be the Market Rent to apply on and from that Market Rent Review Date.

8.5 For the avoidance of doubt, notwithstanding anything to the contrary herein contained or implied, the Annual Rent payable as from each annual review date (whether reviewed in accordance with application of the Consumer Price Index Formula or to the current Market Rent), will not be less than the Annual Rent payable immediately prior to that annual review date increased in accordance with the increase which may have occurred in the Consumer Price Index through application of the above Consumer Price Index Formula.

8.6 TFS acknowledges that any failure by the Lessor to calculate the reviewed Annual Rent in accordance with the Consumer Price Index Formula in the appropriate years, or to serve a Review Notice in accordance with the provisions of clause 8.4(a) in respect of a Market Review Date, on or before each annual review date, will not preclude the Lessor from reviewing the Annual Rent to apply from each such annual review date at any time thereafter during the ensuing year. Until the reviewed Annual Rent is calculated, agreed upon or determined for each year, TFS must continue to pay the Annual Rent at the same

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rate and in the same manner as the Annual Rent was payable immediately prior to an annual review date until such calculation, agreement or determination, as the case may be, after which TFS must pay to the Lessor within fourteen (14) days of demand, such amount as is applicable at the reviewed Annual Rent rate after taking into account the actual Annual Rent paid by TFS since the last annual date for review.

8.7 If TFS fails to pay any instalment of Annual Rent or other amounts for rates, taxes, utility charges, irrigation water charges or any other payment whatsoever payable under this Lease on the due date or within seven (7) days thereof, then (without prejudice to any other right or remedy of the Lessor):

(a) in the case of Annual Rent, TFS must pay the sum outstanding together with interest calculated thereon at the rate charged from time to time by the Lessor's principal bankers on 90 day commercial bills plus a margin of three percent (3%) computed from the due date for payment to and including the date upon which payment is actually received by the Lessor from TFS; and

(b) in the case of non-payment of rates, taxes, utility charges, irrigation water charges and levies and any other payment whatsoever due under this Lease, the Lessor may (without placing any obligation on the Lessor so to do) pay the same and thereafter demand that TFS immediately pay to the Lessor any amount so paid by the Lessor and TFS must pay the Lessor the amount demanded by the Lessor in the notice in writing to TFS together with interest calculated on it at the rate charged from time to time by the Lessor's principal bankers on 90 day commercial bills plus a margin of three percent (3%) computed from the date or respective dates of payment by the Lessor to and including the date upon which payment is actually received by the Lessor from TFS.

9. **Assignment and Sub-Leasing etc**

9.1 TFS may during the Term sub-let or grant any licence affecting the Leased Land or by any act or deed procure the foregoing without having to obtain the consent of the Lessor, where:

(a) the Leased Land (or the relevant part thereof) is used for the purposes of a managed investment scheme or similar regulated statutory scheme and the Leased Land or any part thereof is to be sublet to or licensed in favour of a Grower; or

(b) the Leased Land (or the relevant part thereof) is to be used for a use the same as, or similar to, other land uses then applying in the Stage One Ord River Irrigation Area; or

(c) TFS wishes to transfer or assign the whole of TFS' interest in this Lease to a related body corporate of TFS as is expressed and defined in the Corporations Act, pursuant to a formal Deed of Assignment in a form acceptable to the Lessor to be prepared by the Lessor's solicitors, at the cost of TFS.

In any other case, TFS must not, without the previous consent in writing of the Lessor on each occasion, assign, transfer, sublet or licence the Leased Land or any part thereof, or otherwise by any act or deed, procure, allow or suffer (either voluntarily or involuntarily) the Leased Land or any part thereof to be assigned, transferred or sublet, or the possession thereof parted with for all or any part of the term, and the provisions of Sections 80 and 82 of the Property Law Act 1969 as amended will not apply to this Lease.

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- 9.2 Before the Lessor is called upon to give its consent to an assignment or sub-lease:
- (a) TFS must ensure that all terms, covenants and conditions of this Lease have been complied with and that any proposed and approved assignee or transferee of the Leased Land (including a related body corporate) enters into a Deed of Assignment of Lease prepared by the solicitors for the Lessor at the expense of TFS, assignee or transferee by which the assignee or transferee covenants to abide by and perform the conditions and covenants contained or implied by this Lease, and where the proposed assignee is a corporation (other than a corporation the shares in which are listed on the Australia Stock Exchange, or a subsidiary of such a corporation), the performance of the covenants by the assignee with the Lessor contained in the assignment are personally guaranteed by the directors and/or the principal shareholders of the assignee as the Lessor may reasonably require;
 - (b) TFS, the assignee or transferee must pay to the Lessor all proper and reasonable costs, charges and expenses incurred by the Lessor of and incidental to any enquiry made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee; and
 - (c) the Annual Rent and other payments (if any) then due or payable under this Lease have been paid, and there is no existing unremedied breach of TFS' covenants.
- 9.3 The provisions of this clause in respect of consent to an assignment of this Lease will apply to the disposal of fifty percent (50%) or more of the issued share capital in a lessee which is a corporation (other than a corporation the shares in which are listed on the Australia Stock Exchange, or a wholly owned subsidiary of such a corporation), or to the disposal of such lesser shareholding as may, in the circumstances of the disposal thereof, result in the effective control of the corporation moving to a party or parties who or which did not control the corporation as at the commencement date of this Lease or prior to such disposal.
- 9.4 The assignment of this Lease will not release TFS from liability under this Lease by reason of any such assignment or transfer of this Lease in the event of the assignee or transferee committing any default under the terms of this Lease unless the Lessor, in the Lessor's absolute discretion, agrees to release TFS from liability following an assignment and then only on such terms as may be reasonably required by the Lessor.
- 9.5 The Lessor may sell, transfer, assign, lease, licence, mortgage, charge or otherwise dispose of or encumber the whole or any part of the Leased Land, or agree so to do only if the Lessor first arranges (at the Lessor's cost) for the other party or parties to the transaction to enter into a deed of covenant with TFS, in a form reasonably approved by TFS, under which such party or parties agree to comply with and be bound by the provisions of this Lease as if such party or parties were named in this Lease in place of the Lessor.
- 9.6 Any dispute arising under this clause 9 may, at the request of either party, be referred to an Umpire.
- 10. Force Majeure**
- 10.1 If within the last twelve (12) months of the then existing Term TFS is materially delayed by strike or other industrial disturbance, accident, act of God, acts of international enemies or external hostilities, or any other cause whatsoever beyond the reasonable

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control of TFS in its Harvest on the Leased Land so that TFS reasonably considers that it will be unable to complete its Harvest prior to the date of expiration of the then existing Term, or if at any time TFS considers that growing conditions or damage to the Tree Crop require a longer growing period (the **Delaying Event**) then:

- (a) TFS may give to the Lessor written notice (the **Delay Notice**) as to the Delaying Event and the effect which TFS expects that the Delaying Event shall have on the growth of Trees on the Leased Land and/or the Harvest and, in particular, the date on which TFS expects that it shall complete the Harvest (the **Extended Termination Date**); and
- (b) thereupon, the Lessor shall be deemed to have extended the Term granted under this Lease to TFS for the period from the date of expiry of the then existing Term until the Extended Termination Date and the terms of this Lease shall apply to the lease as extended (with the necessary changes),

PROVIDED THAT:

- (c) for the avoidance of any doubt, it is acknowledged that this clause 10.1 also applies to any such further lease and TFS may give a Delay Notice as often as a Delaying Event occurs;
- (d) this Lease may not be extended pursuant to this clause 10 for a period in aggregate over the initial Term and optional term, if exercised by TFS, greater than three (3) years;
- (e) the Annual Rent must be paid by TFS during any extended period upon the same terms and conditions as to Annual Rent and Annual Rent Reviews as set out in clause 8 and there shall be no abatement of rent during any extended period as a result of any Delaying Event. For the purposes of Annual Rent reviews, TFS acknowledges that where an additional year or up to three (3) years are added to a Term, the Market Rent Review Dates referred to in clause 8.4 will not be affected or adjusted by that additional year or those additional years, and to the extent that any such additional year or years extend the overall Term after the end of the Further Term beyond thirty two (32) years in total, the Annual Rent for each year extending beyond thirty two (32) years of the combined Term and Further Term shall be reviewed in accordance with the Consumer Price Index Formula.

10.2 Any dispute arising under clause 10.1 may be referred to an Umpire at the request of either party.

11. Termination

11.1 The Lessor may terminate this Lease with immediate effect if TFS is in arrears in respect of any one quarterly instalment of Annual Rent and such arrears are not paid within fourteen (14) days after the Lessor has served a written notice on TFS demanding payment.

11.2 The Lessor may terminate this Lease with immediate effect if TFS fails to remedy any other covenant capable of being remedied under the terms of this Lease within sixty (60) days (or such other longer period as may be allowed in the Lessor's notice) of the Lessor serving written notice on TFS requiring TFS to remedy such breach or default.

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- 11.3 TFS shall be entitled to terminate this Lease if the Lessor is in default of any obligation under this Lease, and such default has continued for a period of two (2) months after receipt by the Lessor of written notice from TFS specifying the default and requesting that the default be remedied.
- 11.4 TFS may terminate this Lease at any time after the initial Term (where TFS remains in possession of the Leased Land with the Lessor's consent but has not elected to exercise its option to renew the Term) by giving not less than three (3) calendar months' prior written notice to the Lessor.
- 11.5 Any termination of the rights granted and obligations created by this Lease pursuant to this clause shall be without prejudice to any rights acquired by either party pursuant to this Lease prior to such termination.
- 11.6 The Lessor is entitled (but not obliged) to remedy at any time any default by TFS under this Lease, and whenever the Lessor does so, all costs and expenses reasonably incurred by the Lessor in remedying the default must be paid by TFS to the Lessor on demand. Where the Lessor proposes to recover costs and expenses, except in the case of an emergency, the Lessor must give TFS not less than seven (7) days' written notice prior to exercising its rights under this clause.
- 11.7 TFS is entitled (but not obliged) to remedy at any time any default by the Lessor under this Lease and whenever TFS does so, all costs and expenses reasonably incurred by TFS in remedying the default must be paid by the Lessor to TFS on demand. Where TFS proposes to recover costs and expenses, except in the case of an emergency, TFS must give the Lessor not less than 7 days' written notice prior to exercising its rights under this clause.
- 11.8 Any plant, equipment, implements or other things brought onto the Leased Land by or on behalf of TFS, which are not removed by TFS within thirty (30) days of termination of this Lease will become the property of the Lessor but without prejudice to the Lessor's right to demand removal thereof from the Leased Land by TFS, at TFS' cost in all respects.
- 11.9 Any termination of this Lease under this clause will not release or discharge TFS from liability in respect of payment of Annual Rent, outgoings and payment of any other amounts accrued up until the termination or for breaches of covenant antecedent to the termination.
- 11.10 TFS must pay all costs, charges and expenses (including solicitors costs on a solicitor client basis) incurred by the Lessor for the purposes of or incidental to the preparation and service of any notice under Section 81 of the Property Law Act 1969 requiring TFS to remedy a breach of any of the covenants contained in this Lease, notwithstanding forfeiture for such breach may be avoided otherwise than by relief granted by a Court.

12. Lessor's Additional Rights on Default

- 12.1 Each of the covenants by TFS, which are specified in this clause, will be deemed to be essential terms of this Lease:
 - (a) TFS' covenant to pay Annual Rent and outgoings throughout the Lease Term on the due date for payment without any deduction and without the necessity for receiving any account or formal demand;

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- (b) TFS' covenants contained in clause 5; and
 - (c) the covenants against assigning, subletting or parting with possession of the Leased Land or any part thereof without first obtaining the Lessor's written consent as contained in clause 9.
- 12.2 In respect of TFS' obligation to pay Annual Rent, the acceptance by the Lessor of arrears of Annual Rent or of any late payment of Annual Rent will not constitute a waiver of the essentiality of TFS' obligation to pay Annual Rent in respect of those arrears or of the late payments or in respect of TFS' continuing obligation to pay Annual Rent in accordance with the provisions of the Lease during the Lease Term.
- 12.3 TFS must compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor will be entitled to recover damages from TFS in respect of such breach or breaches, and the Lessor's entitlement under this clause will be in addition to any other remedy or entitlement to which the Lessor is entitled (including the Lessor's remedy to terminate this Lease).
- 12.4 In the event that TFS' conduct, whether by acts or omissions, constitutes a repudiation of this Lease or TFS' obligations under this Lease or constitutes a breach of any of TFS' covenants TFS must compensate the Lessor for the loss or damage suffered by the Lessor by reason of the repudiation or breach.
- 12.5 The Lessor will be entitled to recover damages against TFS in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.
- 12.6 The Lessor's entitlement to recover damages will not be affected or limited by any of the following:
- (a) if TFS abandons or vacates the Leased Land;
 - (b) if the Lessor elects to re-enter or terminate this Lease;
 - (c) if the Lessor accepts TFS' repudiation;
 - (d) if the conduct of the parties hereto constitutes a surrender of the Lease by operation of law.
- 12.7 The Lessor will be entitled to institute legal proceedings claiming damages against TFS in respect of the entire lease Term including the periods before and after TFS has vacated the Leased Land and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 12.6 above, whether the proceedings are instituted either before or after such conduct.
- 12.8 In the event of TFS vacating the Leased Land, whether with or without the Lessor's consent, the Lessor will be obliged to take reasonable steps to mitigate the Lessor's damages and to endeavour to re-lease the Leased Land at a reasonable rental and on similar terms to those contained in this Lease. The Lessor's conduct taken in pursuance of any duty to mitigate damages will not by itself constitute acceptance of TFS' breach or repudiation or a surrender by operation of law.
- 13. Mining and Petroleum Operations**
- 13.1 The Lessor represents and warrants to TFS that at the date of this Lease the Lessor has no actual notice or knowledge of any consent or approval under the Mining Act 1978 (WA)

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or the Petroleum Act 1967 (WA) or otherwise granted to any person to explore for, mine or conduct operations for the recovery of minerals or petroleum on the Leased Land or any part thereof.

- 13.2 The Lessor must promptly notify TFS as soon as the Lessor becomes aware of any application by any person for a mining or petroleum tenement over the Leased Land or any part thereof.
- 13.3 Neither the Lessor nor TFS without prior written consent of the other of them shall:
- (a) consent to any person (whether or not that person has been granted a mining or petroleum tenement) entering onto the Leased Land or any part thereof to explore for, mine or conduct operations for the recovery of minerals or petroleum; or
 - (b) settle any claim or agree upon the amount of any compensation payable in respect of any exploration, mining or operations for the recovery of minerals or petroleum.
- 13.4 (a) The Lessor must upon written request by TFS, sign and deliver to TFS a notice of objection to any application for a mining tenement relating to the Leased Land or any part thereof, which notice shall be prepared by or on behalf of TFS (at TFS' cost) and such objection prepared by TFS shall include any objections which the Lessor may have and in such case TFS shall cause the same to be lodged at the Warden's Court of the mineral field or the district within the time and in the manner prescribed by the Mining Act 1978 (WA).
- (b) If TFS does not request the Lessor to sign such a notice of objection within a reasonable time after TFS receives the notification from the Lessor contemplated in clause 13.2, the Lessor may lodge its own notice of objection, in which case the Lessor must give a copy thereof to TFS.
- 13.5 Each party shall be responsible at its own expense for negotiating claiming or taking proceedings in relation to compensation under the Mining Act 1978 (WA) and the Petroleum Act 1967 (WA), or otherwise according to their respective interests in the Leased Land or part thereof affected by the mining or petroleum operations.
- 13.6 Neither party shall, without the prior consent of the other, consent to the use of water or the felling of Trees, stripping of bark or cutting of Timber on the Leased Land by the holder of any mining or petroleum tenement.
- 13.7 If amendments are made to the Mining Act 1978 (WA) or the Petroleum Act 1967 (WA) such that it is not possible to give effect to the intent of this clause in the terms expressed, then the parties shall negotiate in good faith in an attempt to agree amendments to this clause to preserve, so far as is practicable, the intention of the parties as recorded in this clause.

14. Notices

- 14.1 Form and address - Any notice or other communication including, but not limited to, any request, demand, consent or approval ("notice"), to or by a party to this Lease:
- (a) must be in legible writing and in English addressed to the party to which the notice is directed at the address of that party noted in this Lease or to such other address as may be specified in writing from time to time by a party to the other party or

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parties to this Lease as the address for service of that party and signed by the party giving the notice or that party's solicitors and agents;

- (b) where the sender is a company, must be signed by an officer of the company or under the common seal of the sender or by the company's solicitors and agents;
- (c) is regarded as being given by the sender and received by the addressee:
 - (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, three (3) business days after the date on which the sender of the notice posts it to the addressee; or
 - (iii) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a business day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following business day; and

- (d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

14.2 Facsimiles – A facsimile transmission is regarded as legible unless the addressee telephones the sender within two (2) hours after transmission is received or regarded as received under clause 14.1 and informs the sender that it is not legible.

14.3 Addressees – In this clause 14, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

15. Umpire

15.1 Any dispute arising under this Lease may be referred to the decision of an Umpire and the following provisions shall apply in respect of any Umpire appointed under this Lease:

- (a) the Umpire shall be deemed to act as an expert and not as an arbitrator;
- (b) before reaching any decision as to any matter in dispute, the Umpire shall be obliged to hear reasonable argument put forth by or on behalf of the parties;
- (c) the Umpire's decision as to any matter in dispute shall be final and binding on the parties; and
- (d) the cost of the Umpire's appointment and the Umpire's fees shall be borne and paid equally by the parties.

16. Miscellaneous

16.1 To the extent that any one or more of the provisions herein contained is prohibited by any applicable law including the Trade Practices Act 1974 such provisions and each of them shall to such extent only be ineffective without invalidating or modifying the remaining provisions hereof which shall continue in full force and effect as if the provisions so prohibited had not been included herein as from the date hereof.

16.2 Each of the parties acknowledges and declares that in entering into this Lease it has not relied on any promise representation warranty or undertaking given by or on behalf of the

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other of them with respect to the Leased Land or the activities (or effect thereof) to be carried out on the Leased Land and that the terms covenants conditions and provisions contained in this Lease expressly cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other terms covenants conditions or provisions shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement.

- 16.3 No waiver of any provision of this Lease nor consent to any departure therefrom, by any party to this Lease, shall be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No default or delay on the part of any party in exercising any rights, powers or privileges hereunder shall operate as a waiver thereof or any other right hereunder, nor shall a single or partial exercise thereof or the exercise of any other right, power or privilege hereunder.
- 16.4 This Lease shall be governed by the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and courts hearing appeals therefrom.
- 16.5 No modification or amendment of this Lease shall be valid or binding unless made in writing and duly executed by the parties.
- 16.6 The parties shall execute and do all such acts and things as shall be necessary or desirable in order to implement and give full effect to the provisions and purposes of this Lease.
- 16.7 All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or any solicitor, agent, contractor or employee of the Lessor.
- 16.8 The powers conferred by or under any Act will (except to the extent inconsistent with the terms and provisions expressed in the Lease, which shall take precedence) apply to this Lease and augment the Lessor's powers herein.
- 16.9 The application to this Lease of any present or future moratorium or act (State or Federal) having the effect of extending the Term, reducing or postponing the payment of the rentals hereby reserved or any part thereof or otherwise affecting the operation of the terms, covenants and conditions on the part of TFS to be performed and/or observed or providing for compensation, rights or privileges at the expense of the Lessor in favour of TFS or any other person, is expressly excluded and negated so far as this exclusion and negation is lawful.
- 16.10 If the Lessor assigns or otherwise transfers or disposes of the Lessor's interest in the Leased Land notwithstanding anything to the contrary contained or implied in this Lease or at law (but subject to the Lessor's compliance with the provisions of clause 9), any liability arising after the date of assignment or disposition in respect of any covenant or condition on the part of the Lessor to be performed and observed hereunder will only be enforceable by TFS against the assignee or transferee of the Lessor's interest, and not against the Lessor as assignor or transferor of the Lessor's interest, and TFS must release the Lessor as the assignor or transferor from and indemnify the Lessor against any such liability whatsoever.
- 16.11 The Lessor does not expressly or impliedly warrant that the Leased Land is now or will remain suitable or adequate for all or any of the purposes of TFS, and all warranties (if

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any) as to the suitability and adequateness of the Leased Land implied by law or in equity are hereby expressly negated.

17. Indigenous Employment/ Training Obligations

- 17.1 In consideration of the Lessor agreeing to lease the Leased Land to TFS, TFS acknowledges and agrees that it is obliged to establish and maintain practical Indigenous employment incentives and training programs with a view to advancing the interests and training of local Indigenous employees in the silviculture industry to form part of TFS' workforce on the Leased Land or in associated silviculture projects.
- 17.2 TFS must in each year and by each anniversary of the commencement date of this Lease, meet with officers of the Lessor in order to discuss, consider and agree upon appropriate programs and arrangements in order to fulfill TFS' obligations referred to in clause 17.1 of this Lease.
- 17.3 Once an Indigenous training and employment program is agreed to for each year, TFS must then use all reasonable endeavours to achieve the implementation and milestones agreed to between the parties in the terms of this clause.

18. GST

- 18.1 Definitions: Unless the contrary intention appears, in this clause 18:
- (a) "GST" means a goods and services tax or other tax levied on the value of a good or service or property supplied as defined in Section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act"), including but not limited to the value represented by the Annual Rent and amount of variable outgoings, rates and taxes and any other money payable to the Lessor for goods and services or property; and
 - (b) "Supply" means a good or service or property supplied as defined in Section 195-1 of the GST Act, including but not limited to the Leased Land and other goods or services or property, the cost of which comprises part of the variable outgoings, rates and taxes or other monies payable to the Lessor.
- 18.2 TFS must pay GST: TFS must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply provided the Lessor issues a valid tax invoice to TFS as defined in the GST Act.
- 18.3 TFS must pay GST at same time: TFS must pay to the Lessor the amount of the GST that TFS is liable to pay at the same time and in the same manner as TFS is obliged to pay for that Supply, including and in relation to Annual Rent, variable outgoings and rates and taxes or any other monies payable to the Lessor, at the time TFS is obliged to pay those amounts.
- 18.4 Prices do not include GST: The price for each Supply, including Annual Rent and variable outgoings, fixed or determined under this Lease, does not include GST on that Supply and TFS must pay the amount of the GST in addition to the price for that Supply fixed or determined under this Lease.
- 18.5 Adjustment Event: If in relation to a Taxable Supply, an Adjustment Event (as defined in the GST Act) occurs that gives rise to an Adjustment (as defined in the GST Act), then

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the GST payable by TFS as recipient of a Supply will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. If a payment is required, it will be made within seven (7) days of the date on which an Adjustment Notice (as defined in the GST Act) is issued by the supplier.

- 18.6 Tax Credits: A reference to a cost, expense, liability or any other monies payable by the supplier excludes any amount in respect of GST forming part of the relevant cost, expense or liability when incurred that the supplier can claim as an input tax credit (as defined in the GST Act).
- 18.7 Apportionment of GST: Where a Supply is not separately supplied to TFS, the liability of TFS for any amount for GST in relation to that Supply is to be determined on the same basis as TFS' proportion of variable outgoings is determined.
- 18.8 Statement of GST paid is conclusive: A written tax invoice given to TFS by the Lessor of the amount of GST that the supplier pays or is liable to pay is conclusive as between the Lessor and TFS except in the case of any obvious error.

19. General

- 19.1 If this Lease is registered, or if TFS lodges a caveat against the certificate of title to the Leased Land under the provisions of this Lease, TFS must, at TFS' expense, surrender the Lease or withdraw the caveat on the expiry or sooner determination of the Term or register a transfer of the Lease if registered, or withdraw TFS' caveat on any assignment of this Lease.
- 19.2 Provided TFS complies with all of its obligations under the terms of this Lease and the Lessor does not lawfully terminate this Lease, TFS will at all times have the right to have the Tree Crop (and/or any other horticultural crop grown by TFS) and all rights, benefits and credits other than Carbon Sequestration Benefits derived from the Tree Crop (and/or other horticultural crop) sold for the benefit of TFS.
- 19.3. If the Lessor lawfully terminates this Lease on default by TFS, TFS acknowledges that upon termination of this Lease, all right, title and interest in the Tee Crop (or any other horticultural crop on the Leased Land) will revert to the Lessor as the absolute property of the Lessor notwithstanding that TFS may have granted any sub-lease, licence or other interest to any Grower or other third party with or without the Lessor's prior consent

20 Renewal of Lease

- 20.1 Subject to the provisions of this clause 20, and provided TFS is not in default of any of its obligations under this Lease and in receipt of a notice of default which is not complied with in the time properly specified therein, TFS shall have the right to require the Lessor to extend the Term granted under this Lease for the Further Term and if TFS does so, (but without limiting the generality of any other provisions of this Lease) upon request by TFS, the Lessor must execute a registrable extension of this Lease for the Further Term and must do all things necessary to achieve registration thereof provided that TFS pays all reasonable legal costs and disbursements incurred by the Lessor in so doing.
- 20.2 TFS may only renew this Lease for the optional Further Term by giving written notice to the Lessor not less than six (6) months but not more than twelve (12) months prior to the expiration of the Term, confirming TFS' election to extend the Term for the Further

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Term of sixteen (16) years commencing immediately upon expiry of the initial Term, provided that the initial Term and the Further Term do not exceed a period of thirty two (32) years from the Commencement Date (subject however for any further extension permitted under clause 10).

- 20.3 Save that clauses 20.1- 20.3 shall be omitted, the lease for the Further Term shall be subject to the same terms, covenants and conditions as are contained in this Lease or as are necessary to make them applicable to the Further Term.
- 20.4 If the Lessor not less than twelve (12) months prior to the expiry of the initial Term gives notice to TFS that the Lessor intends to resume occupation of the Leased Land for its own purposes ("Resumption Notice") TFS shall not be entitled to renew the Lease as contemplated in this clause 20. However if the Lessor gives to TFS a Resumption Notice and on or prior to six (6) months after the date of expiry of the Term subsequently desires to grant (or enter into an agreement to grant) a Lease of the whole or any part of the Leased Land:
- (a) the Lessor must first offer to grant such Lease to TFS by notice in writing specifying the rent at and all other terms and conditions upon which the Lessor proposes to lease such area. Such offer shall remain open for acceptance by TFS in writing for a period of fourteen (14) days after receipt of such offer by TFS;
 - (b) if TFS accepts such offer within the time and in the manner aforesaid, the Lessor must grant (or enter into an agreement to grant) and TFS shall take (or enter into an agreement to take) a lease of such area at the rent and on and subject to the terms and conditions contained and referred to in the offer; or
 - (c) if TFS does not accept such offer within the time and in the manner aforesaid then the Lessor shall be at liberty thereafter to lease (or enter into an agreement to lease) such area to any other person at a rent and upon terms and conditions no more favourable to the lessee than those contained and referred to in the offer;

and for the avoidance of any doubt, it is expressly agreed that this clause 20.4 shall apply in respect of every proposed lease (or agreement to lease) by the Lessor of any part of the Leased Land prior to 6 months after the date of expiry of the Term.

21 Guarantee, Indemnity and Warranty by Covenantor

- 21.1 In consideration of the Lessor entering into this Lease with TFS, at the request and direction of the Covenantor as is testified by the execution by the Covenantor of this Lease, the Covenantor hereby guarantees to the Lessor the due and punctual performance and observance by TFS of all and singular the covenants, obligations and stipulations on the part of TFS contained or implied in this Lease including, without limitation, the due and punctual payment by TFS of the Rent and all other moneys payable by TFS hereunder and full compliance of TFS' covenants in clause 5 of this Lease.

The Covenantor also hereby agrees to indemnify and keep indemnified the Lessor from and against all losses, costs, expenses and damages sustained or incurred by the Lessor arising out of or in respect of any breach or default by TFS in duly and punctually observing and performing such covenants and obligations.

- 21.2 The Covenantor further agrees as follows:

- (a) this guarantee and indemnity covers the whole Term and any extension of this Lease together with any other period while TFS occupies or is entitled to occupy

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the Leased Land including, without limitation, all periods during which TFS holds any equitable interest in the Leased Land or interest in the Leased Land as a periodical tenant;

- (b) this guarantee and indemnity is in favour of the Lessor and the Lessor's successors or transferees and assigns being the registered proprietor or proprietors, or beneficial owner for the time being of the Leased Land from time to time;
- (c) this guarantee and indemnity extends to claims by the Lessor for damages for breaches of any of the covenants, obligations and stipulations on the part of TFS contained or implied in this Lease, for breaches of any essential terms of this Lease and for repudiation of the within lease and the Lessor's reasonable legal and other expenses of seeking to enforce those obligations against TFS and of recovering possession and of terminating this Lease;
- (d) this guarantee and indemnity extends to the Lessor's loss or damage in the event of TFS abandoning or vacating the Leased Land and also in the event of the Lessor electing to re-enter or to terminate the within lease, including for TFS' repudiation of the within lease;
- (e) this guarantee and indemnity is a principal obligation and may be enforced against the Covenantor without any responsibility on the part of the Lessor to first proceed against TFS or any other person;
- (f) this guarantee and indemnity is irrevocable and continuing and (but without limiting the generality of the foregoing) shall not be revoked by notice or by reason of the death, insolvency, bankruptcy, liquidation or mental incapacity of the Covenantor or of any of them or of TFS, and this guarantee and indemnity shall not be discharged or released or otherwise affected by the avoidance of any payment by TFS or the Covenantor to the Lessor or by any arrangement made between the Lessor and TFS or by any forbearance on the part of the Lessor whether as to payment, time, performance or otherwise or by any assignment of the whole or any part of the Leased Land or of TFS' estate, right and or interest hereunder or by any sub-lease of the whole or any part of the Leased Land or by any variation of this Lease or by any extension to or renewal of the Term or by the termination or expiration of this Lease or the Term or any extension or renewal thereto (whether by re-entry, forfeiture, surrender, effluxion of time or otherwise) or by TFS' liability under this Lease being or becoming invalid illegal or unenforceable through any act, omission or legislation or by any delay, neglect, omission, dealing or other cause or reason whatsoever;
- (g) in the event of this Lease being terminated by disclaimer by a trustee or liquidator of TFS the Covenantor agrees that upon being required by the Lessor within ninety (90) days after the date of the disclaimer to do so the Covenantor shall enter into an agreement to lease the Leased Land for a term commencing from the date of the disclaimer to the end of the Term at the cost of the Covenantor and on the terms and conditions of this Lease but without containing any provision for a guarantee of that agreement for lease;
- (h) if TFS shall go into compulsory or voluntary liquidation or become bankrupt or shall enter into any composition arrangement with or assignment for the benefit of TFS' creditors or shall have appointed under any Act or instrument or by order of any Court, a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator (provisional or otherwise) in relation to any part of

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TFS' undertakings or assets or property the Covenantor shall not prove or claim in any such liquidation, bankruptcy, composition, arrangement or assignment or in respect of such appointment until the Lessor has received one hundred (100) cents in the dollar in respect of the moneys owing by TFS to the Lessor and the Covenantor shall hold in trust for the Lessor such proof and claim.

- 21.3 The Covenantor hereby warrants to the Lessor that where any party other than the Lessor has executed or shall execute this Lease pursuant to any constitution (as that term is defined in the Corporations Act), trust deed, will, deed of settlement or other instrument whatsoever (in this clause the "Instrument") each such party has done or prior to executing this Lease shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Covenantor hereby agrees unconditionally that it shall indemnify and keep indemnified the Lessor from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly sustained or reasonably expected to be sustained by the Lessor from or out of the breach of any of the warranties contained in this sub-clause.

22 Bank Guarantee or Cash Bond

- 22.1 In addition to the provisions contained in clause 21, TFS acknowledges and agrees that the Lessor may, by notice in writing to TFS at any time before, on or following the commencement date of this Lease during the Term or any extension thereof, require TFS to lodge a cash bond or bank guarantee of similar amount in favour of the Lessor to ensure compliance with the Lessee's obligations throughout the Term of this Lease, and in particular, to complete the remediation works at the end of the Term as set out in clause 5.5 of this Lease.
- 22.2 The bank guarantee or cash bond must be for such amount as is nominated by the Lessor as a sum being a reasonable pre-estimate from year to year of the cost of remediation works to be carried out by TFS at the end of the Term or sooner determination of this Lease.
- 22.3 TFS must within thirty (30) days or such longer period as may be allowed by the Lessor following receipt of a written notice from the Lessor, lodge with or furnish to the Lessor the cash bond or bank guarantee in favour of the Lessor in the amount reasonably determined by the Lessor.
- 22.4 If TFS provides a cash bond, TFS hereby authorises the Lessor to deposit the security bond in an interest bearing account with any Bank, Building Society or Credit Union in the name of the Lessor, TFS or in their joint names, and if deposited in the name of TFS whether alone or jointly, TFS hereby irrevocably appoints the Lessor severally the attorney of TFS with authority to deposit, withdraw and otherwise deal with the security bond in any manner consistent with the terms of this Lease.
- 22.5 The security bond (or bank guarantee) together with any interest earned thereon or any part thereof may be applied to compensate and pay the Lessor for any loss resulting from any breach or default by TFS of any of the terms, covenants and conditions contained in this Lease including but without limiting the generality of the foregoing, non-payment of any rent, outgoings or other monies payable under this Lease and any failure by TFS to

31.

fully comply with the provisions of clause 5.5 of this Lease at the end of Term or any earlier termination of this Lease.

- 22.6 Notwithstanding the provisions contained in this clause, the Lessor is entitled to recover rent and/or damages for breach of any term, covenant or condition in the terms of this Lease without being limited to the amount of the security bond or bank guarantee, or being first obliged to call on the security bond or bank guarantee in order to satisfy part or all of the monies payable to the Lessor.
- 22.7 In the event of the Lessor, in the Lessor's absolute discretion, making any call upon the security bond (or the bank guarantee, as the case may be) or any part thereof during the term of this Lease or any extension thereof, TFS must within ten (10) business days of written demand repay to the Lessor a sum equivalent to that deducted from the security bond or reinstate the bank guarantee to its original level in order to maintain the quantum of the security bond or bank guarantee at the same level as that applicable prior to the call thereon by the Lessor.
- 22.8 After termination of this Lease and redelivery of possession of the premises to the Lessor, then provided TFS has complied with all of TFS' obligations under the terms of this Lease and in particular TFS' obligations on termination of this Lease under the provisions of clause 5.5, TFS will thereafter be entitled to a refund of the security bond (or a release of the bank guarantee) less any amount or amounts applied in respect of any breach or default by TFS under the terms of this Lease prior to or following termination of this Lease for whatever reason.
- 22.9 In the event of an assignment of the reversionary estate expectant upon termination of this Lease, the rights and obligations under this clause shall enure in favour of and against the assignee of the reversion.
- 22.10 In the event of an assignment of this Lease by TFS, the security bond will thereafter be held on behalf of the assignee and the security bond and interest will be deemed to have been assigned by TFS to the assignee, or in the case of a bank guarantee, such bank guarantee must be re-issued by the intending assignee in favour of the Lessor on the same terms and conditions as were applicable in respect of the bank guarantee provided by the assignor.
- 22.11 The owner of the reversion at the expiry or termination of this Lease, whether being the assignee of the reversion or a mortgagee of the Lessor which has entered into possession of the premises, will assume liability to TFS and to any assignee of this Lease for repayment of the security bond (or release of the bank guarantee) (subject always to the Lessor's rights to make deductions therefrom in the terms of this clause) whether the owner of the reversion has or has not acquired control over the security bond or bank guarantee.
- 22.12 The Lessee acknowledges that for the purposes of the Income Tax Assessment Act 1936 as amended, any interest earned on a security bond will be deemed to be interest earned to the account of TFS and to which TFS will be deemed to be presently entitled in each year notwithstanding that the interest may remain and accumulate in the security bond account, and TFS must return as income of TFS, all interest earned on the security bond as part of TFS' income from year to year.

Schedule 1

Item 1: Rent Review

The First Rent Review Date will be the 1st day of January 2010.

Schedule 2

Form of Mortgagee's Consent (if required)

The (the "Mortgagee") being the mortgagee named in Mortgage No. registered against the Leased Land (the "Mortgage") hereby consent(s) to the grant to TFS of the lease in the terms of the attached Lease and to the grant of the various other rights as set out in the attached Lease and agrees that:

- (a) the Mortgagee will at TFS' request (and at TFS' cost) produce the duplicate certificate(s) of title relating to the Leased Land at the Land Titles Office to enable the Lease to be registered;
- (b) the Tree Crop and any rights, benefits and credits derived from the Tree Crop (save and except for any Carbon Sequestration Benefit) shall be and shall remain the property of TFS or any other person or entity that derives title thereto through TFS;
- (c) the Mortgagee will at TFS' request (and at TFS' cost) provide to TFS a deed releasing the Tree Crop and any other such rights, benefits and credits (save and except for any Carbon Sequestration Benefit) from the Mortgage;
- (d) the Mortgagee will, in the event of the exercise of the power of sale or any other power or remedy of the Mortgagee on default under the Mortgage, exercise the same subject to the rights of TFS under the attached Lease; and
- (e) the Mortgagee will not assign the Mortgage or any rights under the Mortgage without first arranging for the assignee to enter into a deed of covenant with TFS in a form approved by TFS under which the assignee agrees to comply with and be bound by the provisions of this mortgagee's consent as if named in this mortgagee's consent in the place of the Mortgagee,

but on the proviso that the Mortgagee (whether or not it has entered into possession of the Leased Land) shall not be bound to perform and shall not incur any liability in respect of the Lessor's covenants and agreements contained in clauses 6(b), 6(f), 6(i) and 6(j) of the Lease and that the Mortgagee shall have no liability in respect of those parts of the Leased Land (if any) as are not for the time being subject to the Mortgage.

Except as provided in this mortgagee's consent, this mortgagee's consent shall be without prejudice to the rights, powers and remedies set out in the Mortgage.

In this mortgagee's consent:

- (i) references to TFS and to the Mortgagee shall include their respective successors and assigns; and
- (ii) words and expressions defined in the attached Lease shall have the same meanings when used in this mortgagee's consent.


33.

EXECUTED as a deed.

DATED this 28th day of APRIL 2009.

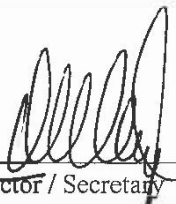
Execution by Covenantor :

Executed by **T.F.S PROPERTIES LTD (ACN 093 330 977)** with the authority of its Board pursuant to Section 127(1) of the Corporations Act by:



Director

DRAKE William MYLES
Print Full Name of Director



Director / Secretary

Quentin MYLES
Print Full Name of Director / Secretary



Left Intentionally Blank

ATTESTATION SHEET

Dated this 28th day of APRIL 2009.

LESSOR/S SIGN HERE (Note 10)

The COMMON SEAL of KUNUNURRA WARINGARRI ABORIGINAL CORPORATION was affixed hereto pursuant to a resolution of the Committee of the Corporation passed on the day of _____ 2009 in the presence of :



Eric Lawford Benning

Chairperson

Eric Lawford Benning (Jnr)
Full Name of Chairperson

Zainel Binbusu

Deputy Chairperson

Zainel Binbusu
Full Name of Deputy Chairperson

Zainel bin busu.

LESSEE/S SIGN HERE (Note 10)

Executed by T.F.S. LEASING PTY LTD with the authority of its Board pursuant to Section 127(1) of the Corporations Act by:

Blake William Myles

Director

Blake William Myles
Print Full Name of Director

Quinn Mason

Director / Secretary

Quinn Mason
Print Full Name of Director / Secretary

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Where Issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. **DESCRIPTION OF LAND**
 Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
 Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.
 The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
 In this panel show (subject to the next paragraph) those Limitations, Interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
 (a) In the Second Schedule; or
 (b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof).
 Do not show any:
 (a) Easement Benefits or Restrictive/Covenant Benefits; or
 (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number.
 Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
3. **LESSOR**
 State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**
 State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
 Must exceed 3 years. Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
 Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**
 A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

LESSEE - DUP



L 16365 L
 22 Jul 2019 13:55:34 Perth

LEASE

LODGED BY **DURACK & ZILKO Lawyers**

ADDRESS **Level 2
 95 Stirling Highway
 NEDLANDS WA 6009**

PHONE No. **08 9389 3928
 08 9389 1511**

REFERENCE No. **JWD: 15475 waringarri**

ISSUING BOX No. **66R Perth**

PREPARED BY **DURACK & ZILKO Solicitors**

ADDRESS **Level 2
 95 Stirling Highway
 NEDLANDS WA 6009**

PHONE No. **9389 3928** FAX No. **9389 1511**

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk |

Registered pursuant to the provisions of the TRANSFER OF LAND AC 1893 as amended on the day and time shown above and particulars entered in the Register.



INSTRUCTIONS

- If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
- Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
- Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

- DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.
The Volume and Folio number to be stated.
- LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
a) In the Second Schedule;
b) If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)

Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
If none show "nil".
- LESSOR**
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
- LESSEE**
State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
- TERM OF LEASE**
Must exceed 3 years.
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
- RECITE ANY EASEMENTS TO BE CREATED**
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
- State amount of yearly rental in figures.
- State term of payment.
- Insert any Covenants required.
- LESSOR/LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

L329012 L
28 May 2010 12:11:57 Perth



REG \$ 110.00

LEASE

LODGED BY TFS Leasing Ltd

169 Broadway
Nedlands 6009
Western Australia

PHONE No. 08 9386 3299
FAX No. 08 6389 1546

REFERENCE No.

ISSUING BOX No. **999L**

REC'D

FEE: \$ 78.00

ASSESS. No. 161051

PREPARED BY TFS Leasing Ltd

169 Broadway
Nedlands 6009
Western Australia

PHONE No. 08 9386 3299 FAX No. 08 6389 1546

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

POST TO ABOVE

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	_____	Received Items
2.	_____	No.
3.	_____	
4.	_____	
5.	_____	Receiving Clerk
6.	_____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

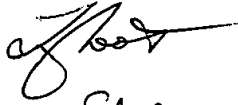
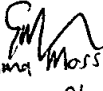




ATTESTATION SHEET

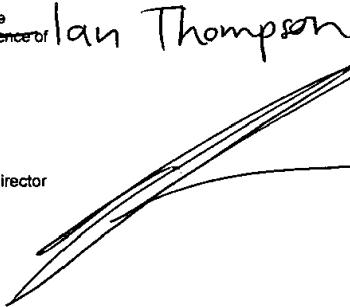
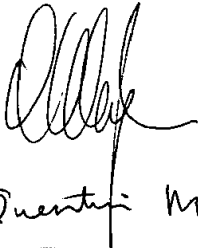
PAGE 3

Dated this 21 day of May Year 2010

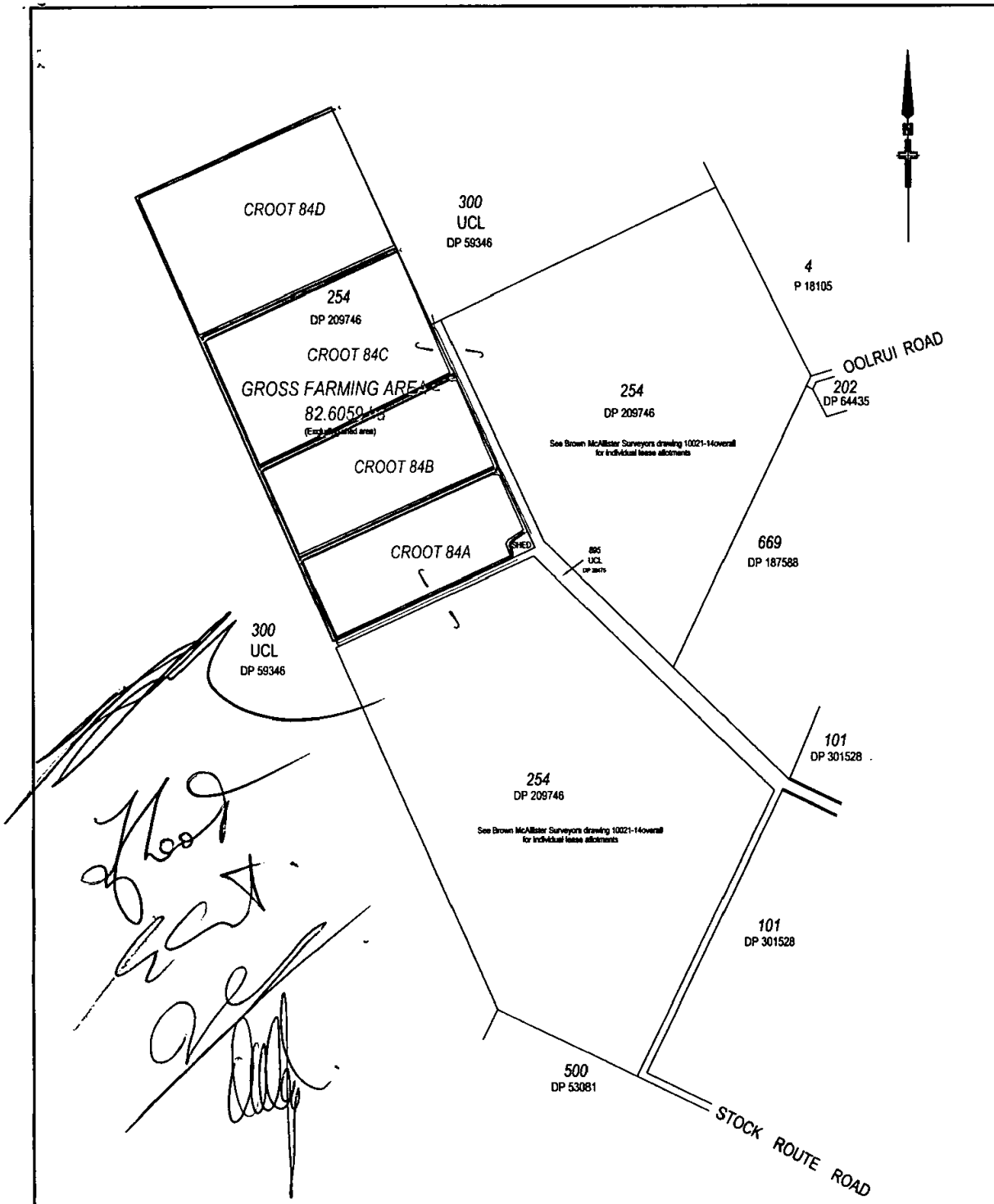
LESSOR/S SIGN HERE (Note 10)

<p>Timothy Croot</p> <p>Signed </p> <p>In the presence of  Emma Moss 28 Reeve St Swanbourne WA 6010 Lawyer</p>	<p>Eileen Rae Croot</p> <p>Signed </p> <p>In the presence of  Emma Moss 28 Reeve St Swanbourne WA 6010 Lawyer</p>
---	---

LESSEE/S SIGN HERE (Note 10)

<p>Signed for and on behalf of the directors of TFS Leasing Pty Ltd (ACN 080 978 721) by authority of its directors</p> <p>Signed </p> <p>In the presence of Ian Thompson Director</p>	<p>Signed </p> <p>In the presence of Quentin Megson Director/Company Secretary</p>
--	--





Brown McAllister Surveyors

Licensed Surveyors | Land Development & Strata Consultants | Engineering Surveyors
 Email: admin@brownmcallister.com.au Tel: (08) 9386 9688
 43 Broadway, Nedlands, Western Australia, 6009 Fax: (08) 9386 9677

SCALE 0 100 200 300 400 500
1 : 10000
 All distances in metres unless stated otherwise

THE BOUNDARIES WERE NOT RE-ESTABLISHED AS PART OF THIS SURVEY THEREFORE THIS PLAN DOES NOT GUARANTEE THEIR ACCURACY
 EXISTING BOUNDARY DIMENSIONS AND LOT AREAS LANDGATE SPATIAL CADASTRAL DATABASE

FIELD INSPECTION IS RECOMMENDED FOR LOCATION OF SERVICES PRIOR TO ANY EXCAVATION
 ALL AREAS AND DIMENSIONS ARE SUBJECT TO SURVEY AND EXAMINATION

CONSOLIDATED LEASE AREA PLAN OF "CROOT 84" LOTS OVER LOT 254 ON DP 209746 RESEARCH STATION ROAD, KUNUNURRA

DATUM
 HORIZONTAL - MGA ZONE 52
 VERTICAL - N/A

COPYRIGHT OF ALL THIS PLAN IS RESERVED BY BROWN McALLISTER SURVEYORS AND REMAINS THE PROPERTY OF THE AFOREMENTIONED AND SHALL BE RETURNED UPON REQUEST. USE OF ALL OR PART OF THIS PLAN IS RESTRICTED WITHOUT PRIOR WRITTEN PERMISSION.

SHEET	A3
SURVEYED	
FIELD NOTES	
DRAWN	T. PIZZI - 18/08/2010
CHECKED	
REFERENCE	DB144-7059/LOT 254 LOTS CONSOLIDATED

Client **TROPICAL FORESTRY SERVICES**

- h) If TFS is forced into compulsory liquidation or enters into voluntary liquidation or become bankrupt or shall enter into any composition or arrangement with or assignment for the benefit of TFS's creditors or shall have appointed under any Act or instrument or by order of any court, a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator (provisional or otherwise) in relation to any part of TFS's undertakings or assets or property the Covenantor shall not prove or claim in any such liquidation, bankruptcy, composition, arrangement or assignment or in respect of such appointment until the Lessor has received 100 cents in the dollar in respect of the moneys owing by TFS to the Lessor and the Covenantor shall hold in trust for the Lessor such proof and claim.
- i) The Covenantor hereby warrants to the Lessor that where any party other than the Lessor has executed or shall execute this Lease pursuant to any constitution (as that term is defined in the Corporations Act), trust deed, will, deed of settlement or other instrument (in this clause the "Instrument") each such party has done or prior to executing this Lease shall do, all acts, matters and things required by the instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Covenantor hereby agrees unconditionally that it shall indemnify and keep indemnified the Lessor from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly sustained or reasonably expected to be sustained by the Lessor from or out of the breach of any of the warranties contained in this sub-clause.

contained or implied in this Lease, for breaches or any essential terms of this Lease and for repudiation of the Lease and the Lessor's reasonable legal and other expenses of seeking to enforce those obligations against TFS and of recovering possession and of terminating the Lease;

- d) This guarantee and indemnity extends to the Lessor's loss or damage in the event of TFS abandoning or vacating the Land and also in the event of the Lessor electing to re-enter or to terminate the Lease, including for TFS's repudiation of the Lease;
- e) This guarantee and indemnity is a principal obligation and may be enforced against the Covenantor without any responsibility on the part of the Lessor to first proceed against TFS or any other person;
- f) This guarantee and indemnity is irrevocable and continuing and (but without limiting the generality of the foregoing) shall not be revoked by notice or by reason of the death, insolvency, bankruptcy, liquidation or mental incapacity of the Covenantor or of any of them or of TFS or the lessee for the time being of this Lease, and this guarantee and indemnity shall not be discharged or released or otherwise affected by the avoidance of any payment by TFS or the Covenantor to the Lessor or by any arrangement made between the Lessor and TFS or by any forbearance on the part of the Lessor whether as to payment, time, performance or otherwise or by any assignment of the whole or any part of the Land or of TFS's estate right and or interest therein or by any sub-lease of the whole or any part of the Land or by any variation of this Lease or by any extension to or renewal of the Term or by the termination or expiration of the Lease or the term or any extension of renewal thereof (whether by re-entry, forfeiture, surrender, effluxion of time or otherwise) or by TFS's liability under this Lease being or becoming invalid illegal or unenforceable through any act, omission or legislation or by any delay, neglect, omission, dealing or other cause or reason whatsoever;
- g) In the event of this Lease being terminated by disclaimer by a trustee or liquidator of TFS the Covenantor agrees that upon being required by the Lessor within ninety (90) days after the date of the disclaimer to do so the Covenantor shall enter into an agreement to Lease the Land for a term commencing from the date of the disclaimer to the end of the Term at the cost of the Covenantor and on the terms and conditions of this Lease but without containing any provision for a guarantee of that agreement for Lease;

18.2. Provided TFS complies with all of its obligations under this Lease and the Lessor does not lawfully terminate this Lease, TFS will at all times have the right to have the Tree Crop and all rights, benefits and credits other than Carbon Sequestration Benefits derived from the Tree Crop sold for the benefit of TFS.

18.3. If the Lessor lawfully terminates this Lease on default by TFS, TFS acknowledges that upon termination of this Lease, all rights, title and interest in the Tree Crop (or any other horticultural crop on the Land) will revert to the Lessor as the absolute property of the Lessor in accordance with clause 11.5 of this Lease notwithstanding that TFS may have granted any sub-lease, licence or other interest to any Grower or other third party with or without the Lessor's prior consent.

19. Guarantee and Indemnity and Warranty by Covenantor

19.1. In consideration of the Lessor entering into this Lease with TFS, at the request and direction of the Covenantor as is testified by the execution by the Covenantor of this Lease, the Covenantor hereby guarantees to the Lessor the due and punctual performance and observance by TFS of all and singular the covenants, obligations and stipulations on the part of TFS contained or implied in this Lease including, without limitation, the due and punctual payment by TFS of the Annual Rent and all other moneys payable by TFS pursuant to the Lease.

The Covenantor also hereby agrees to indemnify and keep indemnified the Lessor from and against all losses, costs, expenses and damages sustained or incurred by the Lessor arising out of or in respect of any breach or default by TFS in duly and punctually observing and performing such covenants obligations and stipulations.

19.2. The Covenantor further agrees as follows:

- a) This guarantee and indemnity covers the whole Term of this Lease, any extension thereof and any other period while TFS occupies or is entitled to occupy the Land including, without limitation, all periods during which TFS holds any equitable interest in the Land or interest in the Land as periodical tenant;
- b) This guarantee and indemnity is in favour of the Lessor and the Lessor's successors and assigns being the registered proprietor or proprietors of the Land from time to time;
- c) This guarantee and indemnity extends to claims by the Lessor for damages for breaches of any of the covenants, obligations and stipulations on the part of TFS

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- 17.2. TFS must pay GST: TFS must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a supply provided the Lessor issues a valid tax invoice to TFS as defined in the GST Act;
- 17.3. TFS must pay GST at same time: TFS must pay to the Lessor the amount of the GST that TFS is liable to pay at the same time and in the same manner as TFS is obliged to pay for that supply, including and in relation to Annual Rent, variable outgoings and rates and taxes or any other monies payable to the Lessor, at the time TFS is obliged to pay those amounts.
- 17.4. Prices do not include GST: the price for each Supply, including Annual Rent and variable outgoings, fixed or determined under this Sublease, does not include GST on that Supply and TFS must pay the amount of GST in addition to the price for that supply fixed or determined under this Sublease.
- 17.5. Adjustment Event: if in relation to a taxable supply an Adjustment Event (as defined in the GST Act) occurs that gives rise to an Adjustment (as defined in the GST Act), then the GST payable by TFS as recipient of a Supply will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. If a payment is required, it will be made within seven (7) days of the date on which an Adjustment Notice (as defined in the GST Act) is issued by the Supplier.
- 17.6. Tax Credits: a reference to a cost, expense, liability or any other monies payable by the supplier excludes any amount in respect of GST forming part
- 17.7. Apportionment of GST: where a Supply is not separately supplied to TFS, the liability of TFS for any amount for GST in relation to that Supply is to be determined on the same basis as TFS's proportion of variable outgoings is determined.
- 17.8. Statement of GST paid is conclusive: a written tax invoice give to TFS by the Lessor the amount of GST that the Supplier pays or is liable to pay is conclusive as between the Lessor and TFS except in the case of any obvious error.

18. General

- 18.1. If this Lease is registered, or if TFS lodges a caveat against the Certificate of title to the Land under the provisions of this Lease, TFS must, at TFS's expense, surrender the Lease or withdraw the caveat on the expiry or sooner determination of the Term or register a transfer of the Lease if registered, or withdraw TFS's caveat on any assignment of Lease;

17. GST

17.1. Definitions: unless the contrary intention appears, in this clause 17;

- a) "GST" means a goods and services tax or other tax levied on the values of a good or service or property supplied as defined in Section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act"), including but not limited to the value represented by the any other money payable to the Lessor for goods and services or property; and of the relevant cost, expense or liability when incurred that the supplier can claim as an input tax credit (as defined in the GST Act).
- b) "Supply" means a good or service or property supplied as defined in Section 195-1 of the GST Act, including but not limited to the Land and other goods or services or property, the cost of which comprises part of the variable outgoings, rates and taxes or other monies payable to the Lessor.

this Lease.

15.7. All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or any solicitor, agent, contractor or employee of the Lessor.

15.8. The powers conferred by or under any Act will (except to the extent inconsistent with the terms and provisions expressed in this Lease) apply to this Lease and augment the Lessor's powers herein.

15.9. The application to this Lease of any present or future moratorium or Act (State or Federal) having the effect of extending the Term, reducing or postponing the payment of the rent hereby reserved or any part thereof or otherwise affecting the operation of the terms, covenants and conditions on the part of TFS to be performed and/or observed or providing for compensation, rights or privileges at the expense of the Lessor in favour of TFS or any other person, is expressly excluded and negated so far as this exclusion and negation is lawful.

15.10. If the Lessor assigns or otherwise transfers or disposes of the Lessor's interest in the Land notwithstanding anything to the contrary contained or implied in this Lease or at law (but subject to the Lessor's compliance with the provisions of clause 9), any liability arising after the date of assignment or disposition in respect of any covenant or condition on the part of the Lessor to be performed and observed pursuant to this Lease will only be enforceable by TFS against the assignee or transferee of the Lessor's interest and not against the Lessor as assignor or transferor of the Lessor's interest, and TFS must release the Lessor as the assignor or transferor from and indemnify the Lessor against any such liability whatsoever.

15.11. The Lessor does not expressly or impliedly warrant that the Land is now or will remain suitable or adequate for all or any of the purposes of TFS, and all warranties (if any) as to the suitability and adequateness of the Land implied by law or in equity are hereby expressly negated.

16. Mortgagee's Consent

TFS acknowledges that as at the date of execution of this Lease, the Land is mortgaged to a third party, and mortgagee's consent is required.

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14.2. Facsimiles - a facsimile transmission is regarded as legible unless the addressee telephones the sender within two (2) days after transmission is received or regarded as received under clause 14.1 and informs the sender that it is not legible.

14.3. Addressees - in this clause 14, a reference to an addressee includes a reference to addressees' officers, agents or employees.

15. Miscellaneous

15.1. To the extent that anyone or more of the provisions of this Lease is prohibited by an applicable law including the Trade Practices Act 1974 such provisions and each of them shall to such extent only be ineffective without invalidating or modifying the remaining provisions hereof which shall continue in full force and effect as if the provisions so prohibited had not been included in this Lease as from the date hereof.

15.2. Each of the parties acknowledges and declares that in entering into this Lease it has not relied on any promise representation warranty or undertaking given by or on behalf of the other of them with respect to the Land or the activities (or effect thereof) to be carried out on the Land and that the terms covenants conditions and provisions contained in this Lease expressly cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other terms covenants conditions or provisions shall be deemed to be implied in this Lease or to arise between the parties hereto by way of collateral or other agreement.

15.3. No waiver of any provision of this Lease nor consent to any departure therefrom, by any party to this Lease, shall be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No default or delay on the part of any party in exercising any rights, powers or privileges in this Lease shall operate as a waiver thereof or any other right in this Lease, nor shall a single or partial exercise thereof or the exercise of any other right, power or privilege in this Lease.

15.4. This Lease shall be governed by the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and courts hearing appeals therefrom.

15.5. No modification or amendment of this Lease shall be valid or binding unless made in writing and duly executed by the parties.

15.6. The parties shall execute and do all such acts and things as shall be necessary or desirable in order to implement and give full effect to the provisions and purposes of

- i. if by delivery in person, when delivered to the addressee;
- ii. if by post, three (3) business days after the date on which the sender of the notice posts it to the addressee; or
- iii. if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a business day or is after 4pm (addressee's time) it is regarded as received at 9am on the following business day; and

- d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

TFS's cost) and such objection prepared by TFS shall include any objections which the Lessor may have and in such case TFS shall cause the same to be lodged at the Warden's Court of the mineral field or the district within the time and in the manner prescribed by the Mining Act 1978 (WA).

- b) If TFS does not request the Lessor to sign such a notice of objection within a reasonable time after TFS receives the notification from the Lessor contemplated in clause 13.2, the Lessor may lodge its own notice of objection, in which case the Lessor promptly shall give a copy thereof to TFS.

13.5. Each party shall be responsible at its own expense for negotiating claiming or taking proceedings in relation to compensation under the Mining Act 1978 (WA) and the Petroleum Act 1967 (WA) , or otherwise according to their respective interests in the Land or part thereof affected by the mining or petroleum operations.

13.6. Neither party shall, without the prior consent of the other, consent to the use of water or the felling of Trees, stripping of bark or cutting of Timber on the Land by the holder of any mining or petroleum tenement.

13.7. If amendments are made to the Mining Act 1978 (WA) or the Petroleum Act 1967 (WA) such that it is not possible to give effect to the intent of this clause in the terms expressed, then the parties shall negotiate in good faith in an attempt to agree amendments to this clause to preserve, so far as is practicable, the intention of the parties as recorded in this clause.

14. Notices

14.1. Form and address - any notice or other communication including, but not limited to, any request, demand, consent or approval ("notice"), to or by a party to this Lease:

- a) must be in legible writing and in English addressed to the party to which the notice is directed at the address of that party noted in this Lease or to such other address as may be specified in writing from time to time by a party to the other party or parties to this Lease as the address for service of that party and signed by the party giving the notice or that party's solicitors and agents;
- b) where the sender is a company, must be signed by an officer of the company or under the common seal of the sender or by the company's solicitors and agents;
- c) is regarded as being given by the sender and received by the addressee:

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12.7. The Lessor will be entitled to institute legal proceedings claiming damages against TFS in respect of the entire Term including the periods before and after TFS has vacated the Land and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 12.6 above, whether the proceedings are instituted either before or after such settlement.

12.8. In the event of TFS vacating the Land, whether with or without the Lessor's consent, the Lessor will be obliged to take reasonable steps to mitigate the Lessor's damages and to endeavour to re-lease the Land at a reasonable rental and on similar terms to those contained in this Lease. The Lessor's conduct taken in pursuance of any duty to mitigate damages will not by itself constitute acceptance of TFS's breach or repudiation or a surrender by operation of law.

13. Mining and Petroleum Operations

13.1. The Lessor represents and warrants to TFS that at the date of this Lease the Lessor has no actual notice or knowledge of any consent or approval under the Mining Act 1978 (WA) or the Petroleum Act 1967 (WA) or otherwise granted to any person to explore for, mine or conduct operations for the recovery of minerals or petroleum on the Land or any part thereof.

13.2. The Lessor promptly shall notify TFS as soon as practicable after the Lessor becomes aware of any application by any person for a mining or petroleum tenement over the Land or any part thereof;

13.3. Neither the Lessor nor TFS without prior written consent of the other of them shall:

- a) Consent to any person (whether or not that person has been granted a mining or petroleum tenement) entering onto the Land or any part thereof to explore for, mine or conduct operations for the recovery of minerals or petroleum; or
- b) Settle any claim or agree upon the amount of any compensation payable in respect of any exploration, mining or operations, for the recovery of minerals or petroleum.

13.4.

- a) The Lessor within fourteen (14) days after request by TFS shall sign and deliver to TFS a notice of objection to any application for a mining tenement relating to the Land or any part thereof, which notice shall be prepared by or on behalf of TFS (at

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- 12.2. In respect of TFS's obligation to pay Annual Rent, the acceptance by the Lessor of arrears of Annual Rent, or of any late payment of Annual Rent will not constitute a waiver of the essentiality of TFS's obligation to pay Annual Rent in respect of those arrears or of the late payments or in respect of TFS's continuing obligation to pay Annual Rent in accordance with the provisions of this Lease during the Term.
- 12.3. TFS must compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor will be entitled to recover damages from TFS in respect of such breach or breaches, and the Lessor's entitlement under this clause will be in addition to any other remedy or entitlement to which the Lessor is entitled (including the Lessor's remedy to terminate this Lease).
- 12.4. In the event that TFS's conduct, whether by acts or omissions, constitutes a repudiation of this Lease or TFS's obligations under this Lease or constitutes a breach of any of TFS's covenants TFS must compensate the Lessor for the loss or damage suffered by the Lessor by reason of the repudiation or breach.
- 12.5. The Lessor will be entitled to recover damages against TFS in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.
- 12.6. The Lessor's entitlement to recover damages will not be affected or limited by any of the following:
- a) If TFS abandons or vacates the Land;
 - b) If the Lessor elects to re-enter or terminate this Lease;
 - c) If the Lessor accepts TFS's repudiation; or
 - d) If the conduct of the parties hereto constitutes a surrender of this Lease by operation of law.

and service of any notice under Section 81 of the Property Law Act 1969 requiring TFS to remedy a breach of any of the covenants contained in this Lease, notwithstanding forfeiture for such breach may be avoided otherwise than by relief granted by a Court.

12. Lessor's Additional Rights on Default

Each of the covenants by TFS, which are specified in this clause, will be deemed to be essential terms of this Lease:

12.1. TFS's covenant to pay Annual Rent and outgoings after duly issued written notice throughout the Term on the due date for payment without any deduction;

- a) TFS's covenants contained in clause 5; and
- b) The covenants against assigning, subletting or parting with possession of the Land or any part thereof without first obtaining the Lessor's written consent as required by clause 9;

11. Termination

- 11.1. The Lessor may terminate this Lease by notice in writing to TFS with immediate effect, if TFS is in arrears of payment of rent in respect of any instalment of Annual Rent (whether payable quarterly and otherwise in accordance with clause 8.8) which remains unpaid for seven (7) days after any due date for payment, and TFS has failed to pay same within a further fourteen (14) day period after the Lessor has given notice to TFS that the said instalment has not been paid.
- 11.2. The Lessor may terminate this Lease with immediate effect if TFS fails to remedy any other covenant capable of being remedied under the terms of this Lease within thirty (30) days (or such other longer period as may be allowed in the Lessor's notice) of the Lessor serving written notice on TFS requiring TFS to remedy such breach or default.
- 11.3. Any termination pursuant to this clause 11 of the rights granted and obligations created by this Lease shall be without prejudice to any rights acquired by either party pursuant to this Lease prior to such termination.
- 11.4. The Lessor is entitled (but not obligated) to remedy at any time any default by TFS under this Lease, and whenever the Lessor does so, all costs and expenses reasonably incurred by the Lessor in remedying the default must be paid by TFS to the Lessor on demand. Where the Lessor proposes to recover costs and expenses, except in the case of an emergency, the Lessor must give TFS not less than 7 days' written notice prior to exercising its rights under this clause.
- 11.5. Any plant, equipment, implements or other things excluding sandalwood trees brought onto the Land by or on behalf of TFS, which are not removed by TFS within thirty (30) days of termination of this Lease will become the property of the Lessor and any sandalwood trees or host trees not removed by TFS within a further two (2) months after the expiration of the said thirty (30) period will also become the property of the Lessor, but without prejudice to the Lessor's right to demand removal thereof from the Land by TFS, at TFS's cost in all respects.
- 11.6. Any termination of this Lease under this clause 11 will not release or discharge TFS from liability in respect of payment of Annual Rent, outgoings and payment of any other amounts accrued up until the termination or for breaches of covenant antecedent to the termination.
- 11.7. TFS must pay all costs, charges and expenses (including solicitors costs on a solicitor client basis) incurred by the Lessor for the purposes of or incidental to the preparation

- b) Thereupon, the Lessor shall be deemed to have extended the Lease granted under this Lease to TFS for the period from the date of expiry of the then existing Term until the Extended Termination Date and the terms of this Lease shall apply to the Lease as extended (with the necessary changes);

PROVIDED THAT:

- c) For the avoidance of any doubt, but subject to the provisions of clause 10.1(d), it is acknowledged that this clause 10.1 also applies to any extension of this Lease, and TFS may give a Delay Notice as often as a Delaying Event occurs;
- d) Notwithstanding the provisions of clause 10.1(c), this Lease may not be extended pursuant to this clause 10 for a period any longer than three (3) years after the date of expiry of the initial Term;
- e) The Annual Rent that will be paid by TFS during each twelve (12) months of any extended period will be in each instance 10% more than the Annual Rent that was payable in the preceding twelve (12) months and there shall be no abatement of rent during any extended period as a result of any Delaying Event; and
- f) Nothing in this clause 10 derogates from the obligations of TFS to make good and rehabilitate and observe and perform its covenants in accordance with clause 5 and otherwise within this Lease.

- 9.3. The provisions of this clause in respect of consent to an assignment of Lease will apply to the disposal of fifty percent (50%) or more of the issued share capital in a lessee which is a corporation (other than a corporation the shares in which are listed on the Australian Securities Exchange, or the subsidiary of such a corporation), or to the disposal of such lesser shareholding as may, in the circumstances of the disposal thereof, result in the effective control of the corporation moving to a party or parties who or which did not control the corporation at the Commencement Date of this Lease or prior to such disposal.
- 9.4. The assignment of Lease will not release TFS from liability under this Lease by reason of any such assignment or transfer of this Lease in the event of the assignee or transferee committing any default under the terms of this Lease unless the Lessor, in the Lessor's discretion, agrees to release TFS from liability following an assignment and then only on such terms as may be reasonably required by the Lessor.
- 9.5. The Lessor may sell, transfer, assign, lease, licence, mortgage, charge or otherwise dispose of or encumber the whole or any part of the Land, or agree so to do only if the Lessor first arranges (at the Lessor's cost) for the other party or parties to do the transaction to enter into a deed of covenant with TFS, in a form reasonably approved by TFS, under which such party or parties agree to comply with and be bound by the provisions of this Lease as if such party or parties were named in this Lease in place of the Lessor.

10. Force Majeure

- 10.1. If within the last twelve (12) months of the then existing Term TFS is materially delayed by strike or other industrial disturbance, accident, Act of God, Act of the Queen's enemies or any other cause whatsoever beyond the reasonable control of TFS in its Harvest on the Land so that TFS reasonably considers that it will be unable to complete its Harvest prior to the date of expiration of the then existing Term, or if at any time TFS considers that growing conditions or damage to the Tree Crop require a longer growing period (the Delaying Event) then:
- a) TFS must promptly give to the Lessor written notice (the Delay Notice) as to the Delaying Event and the effect which TFS expects that the Delaying Event shall have on the growth of Trees on the Land and/or the Harvest and, in particular, the date on which TFS expects that it shall complete the Harvest (the Extended Termination Date); and

Property Law Act 1969 as amended will not apply to this Lease.

9.2. Before the Lessor is called upon to give its consent to an assignment or Lease:

- a) TFS must ensure that all terms, covenants and conditions of this Lease have been complied with and that any proposed and approved assignee or transferee of the Land (including a related body corporate) enters into a Deed of Assignment of Lease prepared by the solicitors for the Lessor at the expense of TFS, assignee or transferee by which the assignee or transferee covenants to abide by and perform the conditions and covenants contained in or implied by this Lease, and where the proposed assignee is a corporation (other than a corporation the shares in which are listed on the Australian Securities Exchange, or a subsidiary of such a corporation), the performance of the covenants by the assignee with the Lessor contained in the assignment are personally guaranteed by the directors and/or the principal shareholders of the assignee as the Lessor may reasonably require;
- b) TFS, the assignee and transferee must pay to the Lessor all proper and reasonable costs, charges and expense incurred by the Lessor of and incidental to any enquiry made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee; and
- c) the Annual Rent and other payments (if any) then due or payable under this Lease have been paid, and there is no existing unremedied breach of TFS's covenants.

other person prior to the date that this Lease would otherwise have expired by effluxion of time then the amount of Annual Rent that has been prepaid as at the date of termination shall be applied by the Lessor on account of or towards the costs of reinstating the Land to its condition prior to the Commencement Date and rehabilitating the same all in accordance with the covenants and agreements on the part of TFS to be observed and performed pursuant to this Lease.

In the event that during, or within the 30 day period after expiry of effluxion of time of, the last year of Term TFS reinstates the Land to its condition prior to the Commencement Date and rehabilitates the same all in accordance with the covenants and agreements on the part of TFS to be observed and performed pursuant to this Lease then the Lessor shall reimburse to TFS the amount that was prepaid by TFS (when TFS paid the first quarterly instalment of the Annual Rent that was payable for the last year of the Term) on account of the costs of reinstating the Land to its condition prior to the Commencement Date and rehabilitating the same all in accordance with the covenants and agreements on the part of TFS to be observed and performed pursuant to this Lease.

9. Assignment and Sub-Leasing etc

- 9.1. TFS may during the Term transfer or assign the Land or by any act or deed procure the foregoing without having to obtain the consent of the Lessor where:
- a) the Land (or the relevant part thereof) is used for the purposes of a managed investment scheme or similar regulated statutory scheme and the Land or any part thereof is to be sublet or licensed in favour of a Grower;
 - b) The Land (or the relevant part thereof) is to be used for a use the same as, or similar to, other land uses then applying in the Ord River Stage One Irrigation Area;
 - c) TFS wishes to transfer or assign the whole of TFS's interest in this Lease to a related body corporate of TFS as is expressed and defined in the Corporations Act, pursuant to a formal Deed of Assignment in a form acceptable to the Lessor to be prepared by the Lessor's solicitors, at the cost of TFS.

In any other case, TFS must not, without the previous consent in writing of the Lessor on each occasion, assign, transfer, sublet or licence the Land or any part thereof, or otherwise by any act or deed, procure, allow or suffer (either voluntarily or involuntarily) the Land or any part thereof to be assigned, transferred or sublet, or the possession thereof parted with for all or any part of the Term, and the provisions of Sections 80 and 82 of the

preceding year of the Term of the whole amount of the Annual Rent that was payable for the preceding year of the Term) TFS shall pre-pay in one whole instalment the amount of the Annual Rent that is to be payable by TFS for the succeeding year of the Term and because the exact amount of the Annual Rent that is to be payable by TFS for the succeeding year of the Term will not be known at the time that TFS would, but for this clause 8.8 be due to pay the first quarterly instalment of Annual Rent for the preceding year of the Term in the sense that at that point in time it will not be possible to apply either the Consumer Price Index formula or the marked based rent review formula as the case may be that would determine the exact amount of the Annual Rent that is to be payable by TFS for the succeeding year of the Term then the prepayment by TFS shall be of the amount of the Annual Rent that has been determined to be the Annual Rent that is actually payable for the preceding year of the Term and when the exact amount of the Annual Rent that is to be payable for the succeeding year of the Term is determined at or about the commencement of the succeeding year of the Term TFS shall then immediately pay to the Lessor the difference between the Annual Rent that has been so calculated to be payable for the succeeding year of the Term and the amount of the Annual Rent that TFS paid to the Lessor at the commencement of the preceding year of the Term on account of the Annual Rent that was to be payable for the succeeding year of the Term; and

- d) when TFS is due to pay the first quarterly instalment of the Annual Rent that is to be payable for the last year of the Term (which instalment (minus application of the Consumer Price Index formula or market based rent review formula thereto as the case may be) would already have been paid by TFS by reason of its inclusion in the prepayment by TFS on the commencement of the preceding year of the Term of the whole amount of the Annual Rent that was payable for the preceding year of the Term) TFS shall also pay again in one whole instalment the amount of the Annual Rent that is to be payable by TFS for the last year of the Term on account of or towards the costs of reinstating the Land to its condition prior to the Commencement Date and rehabilitating the same all in accordance with the covenants and agreements on the part of TFS to be observed and performed pursuant to this Lease in the event that TFS fails to observe and perform or is negligent in observing and performing its obligations in accordance with the covenants and agreements on the part of TFS to be observed and performed pursuant to this Lease;

and in the event that this Lease is terminated howsoever whether by the Lessor or any

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the amount of the Annual Rent that is payable as and from the Commencement Date and when the exact amount of the Annual Rent that is to be payable for the second year of the Term is determined at or about the commencement of the second year of the Term TFS shall then immediately pay to the Lessor the difference between the Annual Rent that has been so determined to be payable for the second year of the Term and the amount of the Annual Rent that TFS paid to the Lessor at the Commencement Date on account of the Annual Rent that was to be payable for the second year of the Term; and

- b) when TFS is due to pay the first quarterly instalment of the Annual Rent that is to be payable for the second year of the Term (which instalment (minus application of the Consumer Price Index formula thereto) would already have been paid by TFS by reason of its inclusion in the prepayment by TFS on the Commencement Date on account of the whole amount of the Annual Rent that was payable for the second year of the Term) TFS shall pre-pay in one whole instalment the amount of the Annual Rent that is to be payable by TFS for the third year of the Term and because the exact amount of the Annual Rent that is to be payable by TFS for the third year of the Term will not be known at the time that TFS would, but for this clause 8.8 be due to pay the first quarterly instalment of Annual Rent for the second year of the Term in the sense that at that point in time it will not be possible to apply the Consumer Price Index formula that will determine the exact amount of the Annual Rent that is to be payable by TFS for the third year of the Term then the pre-payment by TFS shall be of the amount of the Annual Rent that has been determined to be the Annual Rent that is actually payable for the second year of the Term and when the exact amount of the Annual Rent that is to be payable for the third year of the Term is determined at or about the commencement of the third year of the Term TFS shall then immediately pay to the Lessor the difference between the Annual Rent that has been so determined to be payable for the third year of the Term and the amount of the Annual Rent that TFS paid to the Lessor at the commencement of the second year of the Term on account of the Annual Rent that was to be payable for the third year of the Term;
- c) when TFS is due to pay the first quarterly instalment of the Annual Rent that is to be payable for each succeeding year of the Term (which instalment (minus application of the Consumer Price Index formula or market based rent review formula thereto as the case may be) would already have been paid by TFS by reason of its inclusion in the prepayment by TFS on the commencement of that

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account the actual Annual Rent paid by TFS since the last annual date for review.

- 8.7. If TFS fails to pay any instalment of Annual Rent (whether payable quarterly and otherwise in accordance with clause 8.8) or other amounts for rates, taxes, utility charges, irrigation water charges or any other payment whatsoever payable under this Lease on the due date or within seven (7) days thereof, then (without prejudice to any other right or remedy of the Lessor):
- a) in the case of Annual Rent, TFS must pay the sum outstanding together with the interest calculated thereon at the rate charged from time to time by the Lessor's principal bankers on 90 day commercial bills plus a margin of three percent (3%) computed from the due date for payment to and including the date upon which payment is actually received by the Lessor from TFS; and
 - b) in the case of non-payment of rates, taxes, utility charges, irrigation water charges and levies and any other payment whatsoever due under this Lease, the Lessor may (without placing any obligation on the Lessor so to do) pay the sum and thereafter demand that TFS immediately pay to the Lessor any amount so paid by the Lessor and TFS must pay the Lessor the amount demanded by the Lessor in the notice in writing to TFS together with interest calculated on it at the rate charged from time to time by the Lessor's principal bankers on 90 day commercial bills plus a margin of three percent (3%) computed from the date or respective dates of payment by the Lessor to and including the date upon which payment is actually received by the Lessor from TFS.
- 8.8. TFS also covenants and agrees that in addition to paying the Annual Rent in quarterly instalments for each year of the Term TFS shall also pre-pay the Annual Rent to the Lessor for each succeeding year of the Term one year in advance at all times during the Term to the effect that:
- a) when TFS pays the first quarterly instalment of Annual Rent at the Commencement Date TFS shall also pre-pay in one whole instalment the amount of the Annual Rent that is to be payable by TFS for the second year of the Term and because the exact amount of the Annual Rent that is to be payable by TFS for the second year of the Term will not be known at the time that TFS pays the first quarterly instalment of Annual Rent at the Commencement Date in the sense that at that point in time it will not be possible to apply the Consumer Price Index formula that will determine the exact amount of the Annual Rent that will be payable for the second year of the Term then the pre-payment by TFS shall be of

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- v. having regard to rental values of comparable land to the Land within the Ord Irrigation Scheme Area and its environs;

but ignoring:

- vi. any rent free period, financial contribution or other concession customarily or likely to be offered to a new tenant of vacant premises;
 - vii. any value attaching to goodwill created by TFS's occupation of the Land; and
 - viii. any deleterious condition of the Land if such condition results from any work or other activities on the Land by TFS or by breach of the terms of this Lease by TFS;
- g) if the Lessor and TFS fail to agree or are not deemed to have agreed upon a Market Rent to apply on and from a relevant Market Rent Review Date, and an Independent Valuation Notice has not been served within sixty (60) days after the relevant Market Rent Review Date, then the Annual Rent applying immediately prior to the Market Rent Review Date adjusted using the Consumer Price Index Formula pursuant to clause 8.3 shall be deemed to be the Market Rent to apply on and from that Market Rent Review Date.

8.5. For the avoidance of doubt, notwithstanding anything to the contrary herein contained or implied, the Annual Rent payable as from each annual review date (whether reviewed in accordance with application of the Consumer Price Index Formula or to the Current Market Rent), will not in any event be less than the Annual Rent payable immediately prior to that annual review date.

8.6. TFS acknowledges that any failure by the Lessor to calculate the reviewed Annual Rent in accordance with the Consumer Price Index Formula or nominate the current Market Rent in the appropriate years, on or before each annual review date, will not preclude the Lessor from reviewing the Annual Rent to apply from each such annual review date at any time thereafter during the ensuing year. Until the reviewed Annual Rent is calculated, agreed upon or determined for each year, TFS must continue to pay the Annual Rent at the same rate and in the same manner as the Annual rent was payable immediately prior to an annual review date until such calculation, agreement or determination, after which TFS must pay to the Lessor within fourteen (14) days of demand, such amount as is applicable at the review Annual Rent rate after taking into

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- ii) has not less than five (5) years valuation experience (including not less than two (2) years valuation experience in the Kimberley Region of Western Australia);
 - iii) is a member of the Australian Property Institute (Inc); and
 - iv) Is experienced in assessing market rental values of properties of a similar nature to the Land.
- d) Upon acceptance of his or her appointment, either by agreement between the parties or nomination as above, the licensed valuer must give due consideration to any written submissions from or on behalf of the Lessor and TFS as to the current Market Rent for the Land, and the licensed valuer will be required to make the licensed valuer's written determination to both the Lessor and TFS within forty five (45) days of acceptance of the licensed valuer's appointment, unless the valuer is unable for any reason beyond the licensed valuer's control to do so, in which event the licensed valuer must complete the licensed valuer's Market Rent determination as soon as practical following the expiration of forty five (45) days from the licensed valuer's appointment.
- e) The costs and expenses of the licensed valuer must be borne by the Lessor and TFS equally and the licensed valuer's determination of the Market Rent shall be final and binding on the Lessor and TFS.
- f) For the purposes of this clause, "Market Rent" means the best Annual Rent that can reasonably be expected to be obtained for the Land in the open market by a willing but not anxious Lessor and lessee of the Land, by taking into account:
- i. an assumption that the Land is available for leasing with vacant possession by a willing but not anxious lessee for a deemed term equal to the original term of this Lease;
 - ii. on terms and conditions contained in this Lease, and taking into account the use of the Land by TFS;
 - iii. on the basis that all of the terms, covenants and conditions on the part of TFS
 - iv. by taking into account any improvements or fixtures erected or installed on the Land at the Lessor's expense; and

shall not in any year be less than the Annual Rent payable during the immediately preceding year of the Term).

- 8.4. The reviewed Annual Rent payable under this Lease with effect from the day of April 2013 and with effect from every third (3rd) anniversary of that date during the remainder of the Term and any extension thereof (each a "Market Review Date") shall be the Market Rent for the Land agreed to be determined in accordance with the following provisions:
- a) The Lessor or the Lessor's duly appointed agent may forward to TFS, at any time within four (4) calendar months prior to a Market Review Date, a notice in writing ("Review Notice") nominating the reviewed Annual Rent which the Lessor considers to be the current Market Rent for the Land. In the event of the Lessor serving a Review Notice on TFS and TFS not objecting to the proposed reviewed Market Rent by notice in writing to the Lessor within twenty one (21) days of service of the Lessor's Review Notice on TFS ("Review Deadline") (time being of the essence in respect of TFS's notice of objection), then TFS will be deemed to have agreed to and accepted the reviewed current Market Rent nominated by the Lessor in the Lessor's notice for the ensuing year.
 - b) If the parties fail to agree (or are not deemed to have agreed) upon the current Market Rent for the Land to apply on and from a Market Review Date on or before the expiration of thirty (30) days after a Market Review Date, then either the Lessor or TFS may within sixty (60) days after the relevant Market Review Date, by notice in writing to the other ("Independent Valuation Notice"), require that an independent licensed valuer be appointed to determine the Market Rent to apply on and from the relevant Market Review Date. If the Lessor and TFS fail to agree upon an independent licensed valuer within ten (10) days of service of the Independent Valuation Notice, the valuer shall be appointed at the request of the Lessor or TFS by the President or Principal Executive Officer for the time being of the Australian Property Institute (Inc) (Western Australian Division) whose nominee shall act as an expert and not as an arbitrator, whose decision shall be binding on and whose costs shall be borne equally by both parties, provided that in each case, the reviewed Market Rent payable shall be deemed to be not less than the Annual Rent payable during the immediately preceding year of this Lease.
 - c) For the purpose of this Lease, a "licensed valuer" means a natural person who:
 - i) is licensed under the Land Valuers Licensing Act 1978

access to and egress from that part of the Lessor's land as does not constitute the Land, to roads adjoining the Land and to Lot 566 located adjacent or contiguous to the Land.

8. Rent

8.1.

- a) TFS must pay the Annual Rent, which is specified on the cover of this Lease and as reviewed from year to year (together with GST thereon), in accordance with the annual rent reviews contained in this Lease, quarterly in advance on the Rent Payment Dates without any deduction, subject to TFS having received a valid tax invoice from the Lessor to facilitate TFS's claim for a tax credit on any GST payable on the Annual Rent such invoice to be forwarded annually by the Lessor to TFS 30 days before the anniversary of the Commencement Date of this Lease. The first quarterly instalment of the Annual Rent is to be paid by TFS to the Lessor on or before the Commencement Date of this Lease.
- b) TFS must pay each instalment of the Annual Rent (whether payable quarterly and otherwise in accordance with clause 8.8) to the Lessor at the address of the Lessor appearing in this Lease or in such other manner (including payment by direct bank or electronic funds transfer from TFS's Bank to the Lessor's account at the Lessor's bank, if so requested by the Lessor), or to such other address or account as the Lessor may direct from time to time in writing by forwarding it so that it will be received there on or before each due date, or by delivering it there by each due date.

8.2. The Annual Rent will be reviewed annually throughout the Term and any extension thereof, the first annual review being due on the 1st day of April 2011 and each 1st day of April thereafter during the remainder of the Term (as extended or renewed) in accordance with clause 8.3.

8.3. Subject to clause 8.4 and 8.5 (and the dates on which the Annual Rent will be reviewed to the Market Rent), on each other annual review date, the Annual Rent then payable will be varied and increased by application of the Consumer Price Index Formula for the review of the Annual Rent, which Annual Rent calculated on application of the Consumer Price Index Formula will be payable for the ensuing year (provided that notwithstanding application of the Consumer Price Index Formula, the Annual Rent

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obtaining the instructions for, preparing and registering this Lease including all Landgate registration fees and title production fees payable on registration of this Lease;

- k) at the end of the Term or such earlier date on which this Lease may be lawfully terminated and subject to clause 5.6, TFS must comply with all of the provisions of clause 5.5 to the reasonable satisfaction of the Lessor;
- l) the Tree Crop is and remains the property of TFS until the end of the Term, or such earlier date on which this Lease may be lawfully terminated by either party;
- m) TFS must ensure that all debris from Harvesting is confined within the Land and in compliance with clause 5.5 is subsequently removed from the Land during the Term and/or the end of the Term or such earlier date on which this Lease may be lawfully terminated;
- n) Sections 80 and 82 of the Property Law Act 1969 (WA) are hereby excluded from this Lease;
- o) if TFS remains in occupation of the Land with the Lessor's consent after the expiration of the Term then TFS will occupy the Land as a monthly tenant at the same Annual Rent as was applicable at the end of the Term and increased by a factor of ten percent (10%), subject to the right thereafter of the Lessor to review Annual Rent monthly on any basis at its discretion and subject to the other terms, covenants and conditions of this Lease so far as the same are applicable to a monthly tenancy, and such tenancy will be terminable at the expiration of one (1) month's written notice by either party to the other at any time;
- p) each party to this Lease will co-operate with the other to ensure that the Lessee in respect of the Land, and the Lessor in respect of the Lessor's retained land, each obtain such quantities of irrigation water as each party may require from time to time to irrigate the Land and to provide water to that part of the Lessor's land as does not comprise the Land; and
- q) the Lessor and its agents invitees and employees shall be allowed, with or without motor vehicles or machinery to traverse those parts of the Land as constitute roads (outlined on the sketch plan annexed hereto) for the purpose of obtaining

trees on the Land); and

- ii. except for establishment of the Tree Crop, ensure that the Land is kept in similar condition to that as at the Commencement Date of this Lease and to prevent the spread or infestation of noxious weeds on the Land;
- e) for the purposes of constructing and maintaining any internal access tracks constructed in accordance with clause 7(c) provided TFS obtains the Lessor's written consent, which must not be unreasonably withheld, TFS shall be entitled at no charge, to take and use such sand, gravel and other material available from a place on the Land reasonably approved by the Lessor, in such reasonable quantities as may be required by TFS. Where TFS has removed any material for those purposes, TFS must return the surface of affected land to an appearance as close as possible to the appearance of the surface of surrounding land;
- f) TFS shall have the right, at its own costs to padlock gates on internal access tracks entering the Land at boundaries of or within the Land in order to prevent trespassers entering the Land, and to take such other security measures as TFS considers appropriate and if TFS padlocks any gates, and if requested by the Lessor, TFS shall make a key available to the Lessor;
- g) TFS shall have the right, at its own cost, to erect a sign or signs on the Land detailing the name, area, Tree species, year of planting, and such other matter or matters pertaining to the Trees on the Land as TFS deems appropriate, such signage to be approved by the local municipality in which the Land is located;
- h) each of them must promptly execute all documents and do all other things that the other of them from time to time reasonably requires to effect, perfect or complete the provisions of this Lease;
- i) the terms, covenants and conditions implied in leases by virtue of the Transfer of Land Act 1983 (WA) will apply to this Lease in augmentation of the provisions contained herein. In the event of any conflict between the provisions contained in the Transfer of Land Act and this Lease, the provisions in this Lease shall prevail;
- j) TFS must pay, on demand by the Lessor, the Lessor's solicitors costs and disbursements of and incidental to advising the Lessor on the terms of this Lease,

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may be likely to result in damage to the Land or the Tree Crop.

7. Mutual Covenants

- a) TFS may, with the prior written consent of the Lessor (which consent must not be unreasonably withheld), temporarily trade in any year any and all excess water allocation or entitlements which may be held by the Lessor over and above the amount designated by TFS from year to year under clause 5.1(c) as TFS's reasonable irrigation water requirements for growing TFS's Tree Crop ("Excess Water Rights") but TFS must not deal with or dispose of either permanently or temporarily any of the Lessor's water allocation or entitlements which would result in TFS's estimated irrigation water requirements not being available in any year;
- b) If TFS trades Excess Water Rights in the manner contemplated by clause 7(a) TFS must provide to the Lessor a copy of any agreement entered into with respect to the relevant trading.
- c) TFS is entitled to construct and maintain internal access tracks (including, without limitation, bridges, culverts, and similar facilities) to provide full and free access to the Land for TFS and its contractors and their respective employees as and for all necessary vehicles and equipment used in planting and tending Trees and Harvesting, in such positions as TFS reasonably requires, provided that TFS removes any such structures or items from the Land at the end of the Term and makes good any damage caused thereby, if so directed by the Lessor in the terms of clause 5.5;
- d) TFS will be responsible throughout the Term and any extension thereof to:
 - i. construct and maintain adequate fire breaks to a standard acceptable to the local authority having jurisdiction in respect of the Land and its District Fire Control Officer in accordance with practices approved of by the Lessor, with all such fire breaks to be installed prior to the gazetted date (if any) in each year for the installation of such fire breaks, with all such works to be carried out by and at the cost of TFS, and TFS must keep the Land cultivated and clean and free from suckers, seedlings, undergrowth and noxious weeds (other than those planted by TFS as part of TFS's Sandalwood tree plantation and host

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acknowledges as being seventeen (17) megalitres per hectare per annum) (the "**Present Allocation**") and all future water allocations which may be granted to the Lessor with respect to the Land or otherwise in replacement of the Present Allocation, but if for any reason beyond the reasonable control of the Lessor any part of the Lessor's irrigation water allocation is resumed, confiscated or lawfully reduced, the Lessor will not be liable to TFS in respect thereof and TFS will not be entitled to any compensation payable to the Lessor in respect thereof. Subject to the provisions of clause 7(a), the Lessor must not deal with or dispose of the Present Allocation, and all future water allocations which may be granted to the Lessor with respect to the Land or otherwise in replacement of the Present Allocation without first securing TFS's right (in a form satisfactory to TFS) to use the water allocation;

- c) the Lessor must allow TFS and its contractors and their respective employees with or without vehicles and machinery full and free access to the Land;
- d) the Lessor must, where reasonably practicable, promptly notify TFS of any notice or notification received by the Lessor from the owner or occupier of any land adjoining or in the vicinity of the Land pursuant to the Bush Fires Act 1954 (WA);
- e) TFS may request the Lessor to register this Lease under the Transfer of Land Act 1983 (WA), in which event the Lessor must do all things reasonably necessary to achieve registration of this Lease provided that TFS pays to the Lessor or its solicitors and agents all registration fees, title production fees and other reasonable costs and disbursements incurred in achieving registration of this Lease;
- f) the Lessor must not knowingly do or permit or suffer to be done any act, matter or thing which may prejudice or render void or voidable any insurance in respect of the Land or Trees thereon, or whereby the rate of premium on any such insurance may be liable to be increased; and
- g) without limitation to the Lessor's right to spray herbicides and other chemicals on the third party land as referred to in clause 5.2(c) and to otherwise store on such of the Lessor's land as is not subject to this Lease chemical, inflammable, noxious or dangerous substances the Lessor must not otherwise store or use chemical, inflammable, noxious or dangerous substances on the Land in a manner which

cleared, developed and previously utilised for general horticultural purposes, and accordingly, at the end of the Term or such earlier date on which this Lease may be lawfully terminated TFS must in addition to all its other obligations pursuant to this Lease and at its cost in all respects:

- a) remove all stumps, root systems and other debris (including, without limitation, sticks) from the Land and level the Land to its original gradient utilising the most appropriate clearing and levelling techniques including blade ploughing, deep ripping and laser levelling;
- b) remove any internal fences, roads, channels and drains and other improvements which may have been erected on the Land by TFS during the Term;
- c) repair and maintain all channels, channel stops, channel crossings and culverts, water metering devices and tail drains to a standard common in the Ord Irrigation Scheme and otherwise consistent with TFS's obligations to repair and maintain the Land and fixed improvements in the terms of this Lease; and
- d) remove any of TFS's fixtures, improvements, plant and equipment from the Land, making good any damage caused thereby,

so that such reinstatement works are completed to the Lessor's reasonable satisfaction within thirty (30) days of the termination of this Lease.

6. LESSOR'S COVENANTS

The Lessor agrees that:

- a) subject to TFS complying with its covenants and obligations under this Lease, TFS may peaceably and quietly hold and enjoy the Land during the Term, without any interruption by the Lessor or any person claiming under, through or in trust for the Lessor;
- b) the Lessor must use the Lessor's best endeavours to make available for use by TFS (and persons claiming from or through TFS) the water allocation being used with respect to the Land immediately prior to the Commencement Date (which Lessor

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- a) TFS must maintain any boundary or other fences erected by TFS, in good order and condition throughout the Term and whether or not TFS erects any fences TFS shall be responsible to ensure that it keeps all animals (including straying stock) and pests from coming onto the Land and (except in the case of the Lessor's own straying stock) must not make any claim against the Lessor as a result of damage by animals or other pests or natural causes to Trees or any Tree Crop established on the Land; and
 - b) TFS is aware that the Land may require levelling and re-lasering for drainage and/or Tree Cropping.
- 5.3. TFS must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, order, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life by or, personal injury to and/or damage to property of any person using or entering on or near the Land or on any roadway or driveway of or leading to or from the Land and wheresoever such loss of life, personal injury or damage to property may ultimately occur arising from or out of any occurrence on or at the Land or the use by TFS (or any Grower or licensee of the Grower) of the Land or any part thereof arising from wholly or in part, any act, neglect default or omission by TFS or any Grower or any agents, contractors, employees, workmen or any other person or persons using or upon the Land with TFS's or a Grower's consent or approval express or implied.
- 5.4.
- a) TFS acknowledges and agrees that for the purposes of the Occupational Safety and Health Act 1984 as amended, TFS has control of the Land; and
 - b) by this clause, TFS releases and indemnifies and agrees to keep the Lessor indemnified from and against all actions, claims, demands, loses, damages, costs and expenses for or in respect of which the Lessor shall or may be or become liable by reason of the Occupational Safety and Health Act 1984 as amended in respect of the Land or the use and occupation thereof by TFS or any Grower.
- 5.5. As at the Commencement Date of this Lease, TFS acknowledges that the Land has been

- ii) land Tax (if any) calculated on the basis that the Land is the only land owned by the Lessor);
- iii) Volumetric or consumption charges for all irrigation and other water drawn by TFS or a Grower or other occupier for use on the Land;
- iv) Fixed charges or levies of any description charged by the supplier of irrigation water to the Land or the owner of the irrigation assets utilised to deliver irrigation water to the Land;
- v) Asset levies and charges and any other imposts raised by the supplier of irrigation water to the Land or the owner of the irrigation assets utilised to deliver irrigation water to the Land; and
- vi) Other annual or periodic rates taxes, charges, imposts or levies raised by any competent authority having jurisdiction over the Land during the Term and any extension thereof,

provided that notwithstanding that TFS may have Leased to or otherwise granted a licence over part of the Land to a Grower the Lessor may, in the Lessor's absolute discretion, direct the supplier of irrigation water and/or the owner of the irrigation assets utilised to deliver irrigation water to the Land to invoice TFS direct for all such volumetric charges, fixed charges, asset levies and any other periodic charges raised in respect of the Land during the Term and any extension thereof; and

- j) not be entitled to any compensation in respect of any resumption acquisition or rezoning of the whole or any part of the Land by any local or other governmental or semi-governmental authority and TFS hereby irrevocably appoints the Lessor its agent and attorney to consent to or oppose on its behalf any resumption acquisition or rezoning and to sign all such documents and do all such acts matters and things as the Lessor considers necessary or desirable in relation thereto and TFS shall hold any compensation or other money paid to in respect of any such resumption acquisition or rezoning as trustee for the Lessor; and

5.2. TFS accepts the Land "as is" at the Commencement Date, and without limiting the generality thereof, TFS acknowledges and agrees that:

occupier or owner of the Land, under or in respect of (but not limited to) the Local Government Act 1960, the Occupational Safety and Health Act 1984, the Environmental Protection Act 1986, the Contaminated Sites Act 2003, the Bushfires Act 1953, or any statutory modification or amendment of those Acts or any of them, or pursuant to any other Act or Acts for the time being in force with affect the Land and the use to which the Land is put by TFS a Grower or other occupier;

- e) not use or store any chemical, inflammable, noxious or dangerous substances in a manner likely to result in damage to vegetation (other than weeds), livestock, crops or water reserves on the Land;
- f) repair and maintain the Land and to replace Fixtures that need to be replaced from time to time and to not erect any buildings on the Land except to the extent reasonably required by TFS in connection with its use of the Land, and remove any such buildings at the end of the Term or as soon as no longer reasonably required by TFS;
- g) keep current with a reputable insurer a public risk and public liability insurance policy to cover the liability of TFS and the Lessor for their respective rights and interests in the Land in which the limit of public risk (being the amount which may be paid arising out of any single claim) will initially be not less than \$10,000,000 or such higher amount as may be reasonably required by the Lessor from time to time during the Term and any extension thereof, and the policy will include all provisions as are normally contained in insurance policies for public risk;
- h) permit the Lessor or its duly appointed agents or employees to enter upon the Land from time to time with or without equipment for the purpose of inspecting the condition and state of repair of the Land and for the purpose of performing any of the Lessor's obligations under this Lease;
- i) within twenty one (21) days after request by the Lessor, pay to the Lessor or as directed by the Lessor all:
 - i) municipal shire council rates, charges and levies (including Fire and Emergency Services levies);

- i) harvest; and
- ii) remove and sell or otherwise deal in the Timber and Saleable Product and retain all income from such sale or dealing;

And generally do all things which may be usual or necessary for carrying on a sandalwood tree farming business or which may be necessary or convenient in connection with the performance of TFS's obligations under this Lease but may not use the Land for any other purpose; and

- b) use the Land (or the relevant part thereof) for a use the same as, or similar to, other land uses then applying in the Ord River Irrigation Area.

5. TFS's Covenants

- 5.1. TFS shall or where TFS has Leased or granted a licence to a Grower to enter the Land, TFS shall ensure that any such Grower shall:
- a) not use the Land for any purpose other than growing and harvesting sandalwood trees (and associated host trees) provided that if the Land is not suitable for such purpose then subject to the prior written consent of the Lessor (such consent to not be unreasonably withheld) the Land may be used for other uses the same, or similar, to those then applying in the Ord River Irrigation Area;
 - b) comply with the best silvicultural and environment practices adopted within the forestry industry and in particular, keep the Land free from vermin and noxious weeds and pests throughout the Term and any extension thereof;
 - c) prior to the anniversary of the Commencement Date in each year of the Term and any extension thereof notify the Lessor in writing of the reasonable estimated requirements for irrigation water to be utilised on the Land for the ensuing year based on historical usage and projected usage for the next year, calculated in mega litres per hectare;
 - d) comply with all notices, orders, requisitions, laws and regulations relating to the use and occupancy of the Land whether addressed to TFS a Grower or any other

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"including" is used, it is to be read as if the expression "(but not limited to)" immediately followed such word.

2. Condition Precedent

- 2.1. TFS and/or the Lessor will, prior to the execution of this Lease, apply to the Western Australian Planning Commission for consent to this Lease if such consent is required pursuant to the Planning & Development Act 2005 (WA) as amended, and the tenure granted under this Lease is conditional upon such consent being obtained on, before or within three (3) months of the date of this Lease. If this condition is not satisfied within three (3) months of the date of this Lease, then this Lease will terminate automatically without notice, and subject to the rights of the Lessor in respect of any antecedent breach of the provisions of this Lease, the Lessor must repay to TFS on a pro-rata basis any money paid by TFS to the Lessor exceeding an amount calculated from the date on which this Lease would otherwise have commenced until the expiration of three (3) months therefrom, and subject to such pro-rata adjustment and return of the balance and of any payment made by TFS in advance to the Lessor, neither party will have any claim against the other, and this Lease (other than this clause 2.1) will have no further effect.
- 2.2. TFS must not, without the prior written consent of the Lessor which will not be unreasonably withheld, allow any planting establishing or cultivating of trees on the Land until the conditions specified in clause 2.1 are satisfied.

3. Grant of Lease

With effect from the Commencement Date, the Lessor grants to TFS and TFS takes from the Lessor a Lease of the Land together with all improvements thereon and the Fixtures for the Term upon and subject to the Encumbrances, terms, conditions, covenants, reservations and provisions set out in this Lease.

4. TFS's Rights and Obligations

Subject to the terms and conditions contained in this Lease, TFS or where TFS has Leased or granted a licence to a Grower a Grower may:

- a) plant, establish, cultivate and manage one or more crops of sandalwood trees (and associated host trees) on the Land and TFS and/or a Grower may from time to time:

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and vice versa.

- 1.3 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.4 Headings have been inserted for convenience only and shall not be taken into account in interpreting the provisions of this Lease.
- 1.5 References to clauses, schedules or items by letter or number are references to clauses, schedules or items contained in this Lease.
- 1.6 References to institutes, associations, bodies and authorities whether statutory or otherwise shall if that institute, body, association or authority ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other institute, association, body or authority be deemed to refer respectively to the institute, association, body or authority established or constituted in place thereof or as nearly as may be which succeeds to the powers or functions of the institute, association, body or authority referred to.
- 1.7 References to statutes regulations and by-laws shall include references to all statutes, regulations and by-laws which amend consolidate or replace the statutes, regulations or by-laws referred to and also include any notices ordinances or orders issued under any statute regulations or by-laws for the time being in force.
- 1.8 Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future shall not apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, privileges, remedies or discretions given or accruing to the Lessor.
- 1.9 In the interpretation of this Lease no rules of construction shall apply to the disadvantage of one party on the basis that the party put forward the Lease or any part thereof.
- 1.10 If any party to this Lease enters into this Lease as a trustee, this Lease binds that person in its capacity as trustee and personally.
- 1.11 Where the word "include" or "includes" is used, it is to be read as if the expression "(but is not limited to)" immediately followed such word and where the word

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are planted or are to be planted by or on behalf of the Grower;

Harvest means the cutting down of all timber on the Land and includes debarking, debranching, docking, bunching, skidding, chipping, transporting, storing and loading as required by TFS whether conducted as one operation or more than one operation and also includes the administration and supervision of such activities; and "Harvesting" and "Harvested" have corresponding meanings;

TFS means TFS and its administrators, successors and permitted transferees and assigns;

Land means the land the subject of this Lease as described on the cover of this Lease;

Lessor means the Lessor described in this Lease and the Lessor's personal representatives, heirs, successors and assigns;

Plantation means that part of the Land subject to the Tree Crop;

Rent Payment Dates means the 1st day of April, the 1st day of July, the 1st day of October, and the 1st day of January in each year of the Term;

Saleable Product means from the Plantation:

- a) products of Trees or shrubs; and
- b) vegetable growth (other than Timber) of economic value

Term means the term specified on the front cover of this Lease, and, where the context so permits, includes any extension or renewal of that term from time to time (including any extended term pursuant to clause 10);

Timber includes Trees of any age or description from the Plantation, whether growing or dead;

Tree means a tree of any description and includes a sapling and a seedling of a tree;

Tree Crop means the crop of sandalwood trees planted and tended or to be planted or tended on the Land and includes all Saleable Product;

- 1.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations

the intended continuity of the calculation by making the appropriate arithmetical adjustments to make the updated Index number at the relevant date or dates correspond to the reference base at all relevant times. If at any time either or both of the Consumer Price Index or the Index number is discontinued or suspended or the method of computation is substantially altered there shall be substituted therefore such alternative method of computing changes in the cost of living as is mutually agreed to in writing between the Lessor and TFS or failing agreement between them as in the opinion of an accountant nominated by the Lessor most closely reflects the changes in the average cost of living for all capital cities in Australia;

Consumer Price Index Formula means:

$$\frac{A \times \text{CPI}(2)}{\text{CPI}(1)} = \text{The reviewed Annual Rent}$$

where:

A is the Annual Rent payable for the year of the Lease ending immediately prior to the annual review date;

CPI (1) is the Consumer Price Index published for the quarter ending on the 31st day of March immediately preceding the Commencement Date for the first annual review, or the 31st day of March immediately preceding the last Annual Rent review date for each subsequent annual review; and

CPI (2) is the Consumer Price Index published for the quarter ending on the 31st day of March immediately preceding the Annual Rent review date.

Encumbrances mean those encumbrances (if any) listed on the cover of this Lease;

Fixtures means all buildings, sheds and other permanent erections, fences, pipes, conduits, siphons, channels, drains, water courses, channel stops, water metering devices, wires and equipment, leading through, over, into or situated upon the Land as required from time to time for the purpose of irrigating the Land and conducting proper and efficient silviculture;

Grower means the person or entity (if any) to whom TFS at any time Leases part of the Land to enable the Grower to carry on a long term afforestation business where Trees

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OPERATIVE PROVISIONS OF LEASE

This Lease is made between the following parties:

- 1 The lessor named on the cover of this lease ("**Lessor**");
- 2 The lessee named on the cover of this lease ("**TFS**"); and
- 3 **T.F.S. Properties Ltd (ACN 093 330 977)** of 254 Adelaide Terrace, Perth in the State of Western Australia ("**Covenantor**").

Recitals

- a. The Lessor is proprietor of the part of the land comprised in Certificate of Title Volume 1678 Folio 343 and is entitled to grant a leasehold interest in respect of the land.
- b. TFS wishes to lease the land from the Lessor.

This Lease Witnesses that in consideration of, among other things, the mutual promises contained in this Lease, the parties agree:

1. Definitions and interpretation

- 1.1. In this Lease, unless the context otherwise requires:

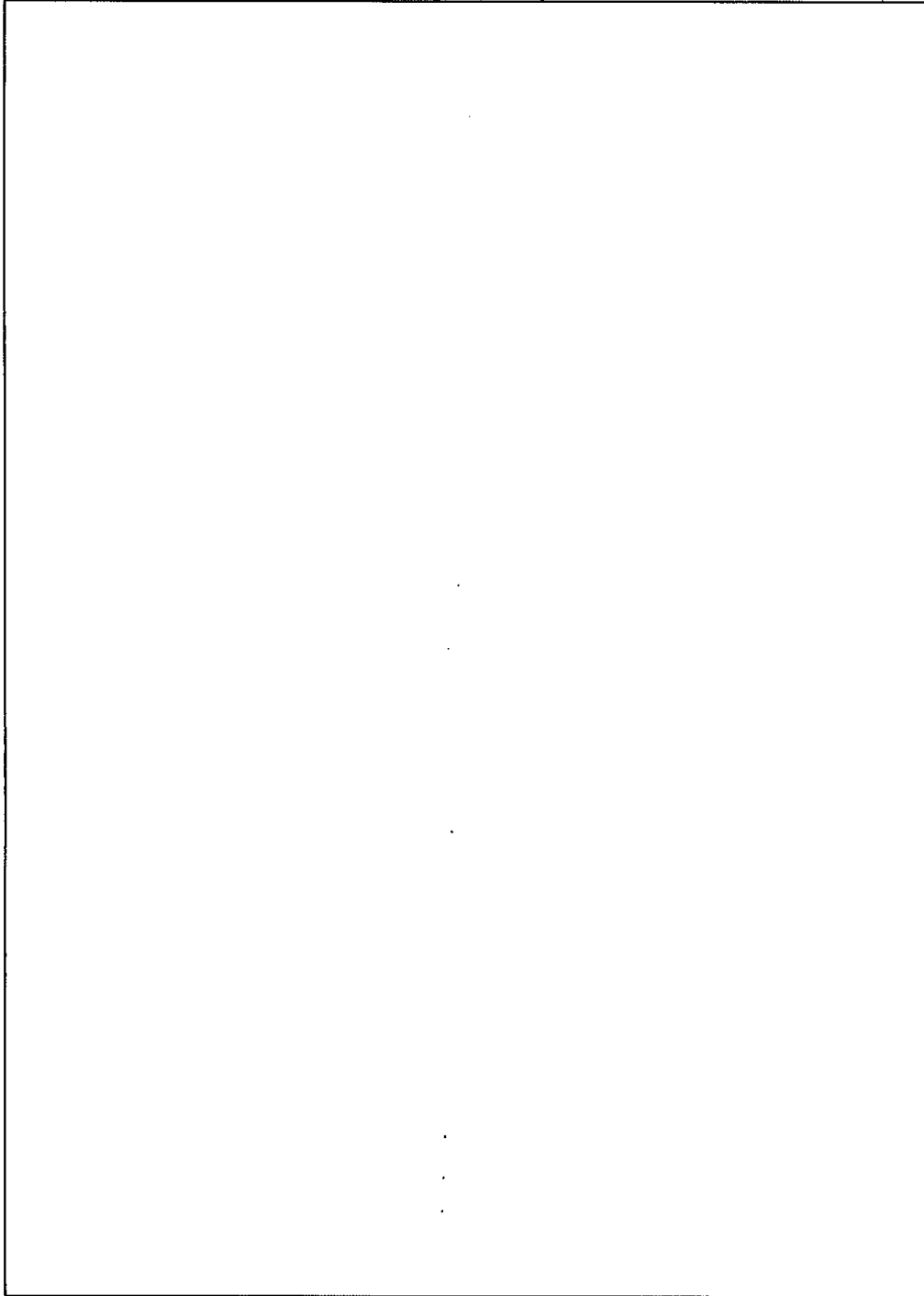
Annual Rent means the rent specified on the cover of this Lease as reviewed from year to year in accordance with this Lease;

Commencement Date means the commencement date specified on the cover of this Lease;

Consumer Price Index means the Consumer Price Index (All Groups for the City of Perth) compiled by the Australian Bureau of Statistics or any substitute therefore accepted by the Government of the Commonwealth of Australia from time to time with a reference base for the Index being that base introduced in the September quarter 2000. If the reference base for the Index Number is updated at any time during the Term by the Commonwealth Statistician, then due conversion of the Index will be made to preserve

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The following covenants by the lessee are to be construed according to section ninety-four of the *Transfer of Land Act 1893* as amended (Note 9)



FORM L1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED


LEASE

DESCRIPTION OF LAND (Note 1)

That portion of Lot 254 on Deposited Plan 209746 comprising an area of 82.6059 hectares as hachured on the sketch plan attached to this lease

EXTENT	VOLUME	FOLIO
Part	1678	343

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

~~F400670 MORTGAGE~~  *Mtga does not encumber CT*

ESTATE AND INTEREST

FEE SIMPLE

LESSOR (Note 3)

Timothy Croot and Eileen Rae Croot of Post Office Box 1272, Kununurra, Western Australia

LESSEE (Note 4)

TFS Leasing Ltd (ACN 080 978 721) of 169 Broadway, Nedlands, Western Australia

TERM OF LEASE (Note 5)

An initial Term of fifteen (15) years commencing on the 1st day of April 2010, together with a first option to renew the Term for a further period of one (1) year commencing on the 1st day of April 2025 and a second option to renew the Term for a further period of two (2) years commencing on the 1st day of April 2026 in accordance with the Lease.

Commencing from the 1st day of April Year 2010

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

for the above term for the clear yearly rental of (Note 7)
payable (Note 8)

For the initial term at the clear yearly rental for the first year of the Initial Term of one hundred and twenty three thousand nine hundred and eight dollars and eighty five cents (\$123,908.85) plus GST of twelve thousand three hundred and ninety dollars and eighty eight cents (\$12,390.88) payable by equal quarterly instalments in advance in accordance with the provisions of clause 8.2 to 8.6 inclusive of this Lease.

subject to the covenants and powers implied under the *Transfer of Land Act 1893* as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.



Requisition Notice

Section 192 of the Transfer of Land Act

Western Australian Land Information Authority ABN 86 574 793 858

Document Nos: L329012

Section 192

Your Ref: T & E R CROOT

Our Ref: Rod Examiner IM

Ph: 9273 7846

Fax: 9273 7668

Date: 11 June 2010

Lodging Party:

TFS LEASING LTD

Other Parties Contacted:

Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received. A time limit of 14 days applies from the date stated above after which all documents may be rejected.

Requisitions

Doc. No	Description	Req. Fee
L329012	<ul style="list-style-type: none"> Duplicate certificate of title Volume 1678 Folio 343 must be provided for this lease. PROVIDED The sketch referred to in the Description of Land panel must be produced. SETTLE PROVIDED 	78.00
Requisition Sub Total \$		
Additional Fee \$		
TOTAL FEE Payable \$		PAID 78.00

If all requisitions satisfied and the Reduced Total Fee paid * by close of business next business day after service,

Deduct \$	26.00
Reduced Total Fee \$	52.00

Bruce Roberts
Registrar of Titles

Requisitions may be attended to by;

- Fax direct to the Examiner referred to above.
- Personal attendance Landgate, Midland Square. (all documents held at Midland Office)
- The lodging of evidence at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
- Post to P O Box 2222, Midland WA 6936.

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so.

Amendment by letter is at the discretion of the Registrar of Titles.

Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$55.00 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

BETWEEN:

**SALTUS AUSTRALIA PTY LIMITED
ACN 603 984 318)
as trustee for the Saltus Australia Trust
(Lessor)**

And

**T.F.S. Properties Ltd
ACN 093 330 977
(Lessee)**

and

**T.F.S. Corporation Ltd
ACN 092 200 854
(Guarantor)**

LEASE AGREEMENT

2

THIS AGREEMENT is made the 28 day of June 2016

BETWEEN

Saltus Australia Pty Limited (ACN 603 984 318) of Level 25, 20 Bond Street, Sydney 2000, New South Wales, as trustee for the Saltus Australia Trust (the **Lessor**);

AND

Person or entity who is named or otherwise described in Item 1 of the Schedule to this document (the **Lessee**).

And

T.F.S. Corporation Ltd (ACN 092 200 854) of 169 Broadway, Nedlands, in the State of Western Australia. (the **Guarantor**)

RECITALS

- A. The Lessee wishes to lease from the Lessor the Leased Area for the purpose of establishing and maintain an Indian Sandalwood plantation.
- B. The Lessor has agreed to grant to the Lessee and the Lessee has agreed to take a lease of the Leased Area in accordance with the provisions set out in this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals and the Schedule) unless the contrary intention appears:

Additional Amount has the meaning given to that expression in clause 1.49(c).

Amount Incurred has the meaning given to that expression in clause 1.49(f).

Authorisation means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Government Agency or any other person.

Agreement means this lease agreement.

Business Day means any day other than a Saturday, Sunday or public holiday in Perth, Western Australia and Darwin, Northern Territory.

Claim means any cost, claim, expense, loss, damage, demand or liability of any kind.

Commencement Date means the commencement date specified in Item 4 of the Schedule.

Consideration has the meaning given to that expression in clause 1.49(b).

CPI Review Date means each anniversary of the Commencement Date.

Encumbrance means any mortgage, charge, debenture, bill of sale, lien, easement, pledge, restrictive covenant, writ, warrant, caveat (and the claim stated in that caveat) or any right or interest of any third party affecting the Leased Area or any part thereof.

Environment includes:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas; and
- (d) the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph (a), (b), or (c).

Environmental Laws includes any law relating to any aspect of the Environment including heritage.

Fixtures means all fences, pipes, conduits, drains, water courses, wires and equipment, leading through, over, into or situated upon the Leased Area as required from time to time for the purpose of conducting proper and efficient silviculture of Sandalwood trees.

Guaranteed Money means all money that the Lessee is or may at any time be liable (actually, prospectively or contingently) to pay to the Lessor under or in connection with this Agreement (including in connection with non-compliance with the Lessee's obligations under this Agreement) and includes money which the Lessee would be liable to pay but for its insolvency.

Government Agency means a government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST means a goods and services tax, or similar value added tax, levied or imposed under the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given in the GST Act.

Houses means the houses and buildings situated on the Land specified by the Lessor.

Improvements means all improvements situated on the Leased Area excluding the Trees.

Index Number means:

- (a) **Consumer Price Index:** the Consumer Price Index (All Groups, weighted average for 8 capital cities) number compiled by the Australian Bureau of Statistics or any substitute accepted by the Government of the Commonwealth of Australia from time to time provided that the reference figure for the index number shall be adjusted as appropriate from time to time if and when the Commonwealth Statistician updates the reference figure for the index number;

- (b) **Average Weekly Earnings:** if the Consumer Price Index is suspended or discontinued, the All Groups, weighted average for 8 capital cities Average Weekly Earnings of all Employees published from time to time by the Australian Bureau of Statistics; or
- (c) **other cost of living index:** if the system or practice of the determination of the Average Weekly Earnings ceases, the index published by the Australian Bureau of Statistics which reflects changes in the weighted average cost of living for 8 capital cities in Australia at the date of this Lease or the date of variation of the Rent as determined by:
 - (i) agreement between the parties; or
 - (ii) if the parties are unable to agree within 1 month of a request by either party to agree on the index, the President of the Australian Property Institute Inc (relevant Northern Territory Division), or his nominee, whose decision is conclusive and binding.

Insolvency Event means the occurrence of any one or more of the following events in relation to a person:

- (a) an application is made to a court for an order that it be wound up, or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 21 days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator or a Controller is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a winding-up or dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (f) it is insolvent as disclosed in its accounts, or otherwise states that it is insolvent, or it is presumed to be insolvent under an applicable Law;
- (g) it becomes an Insolvent under Administration or action is taken which could result in that event;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act 2001 (Cth);
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (j) a writ of execution is levied against it or its property;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Land means the land comprised in NT Portion 6269 from plan L2002/094.

Law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance or by-law of any Government Agency.

Lease means, in relation to the Lessee, the lease of the Leased Area granted by the Lessor to the Lessee.

Leased Area means the land described in Item 3 of the Schedule and as delineated in the Plan to be leased by the Lessee from the Lessor pursuant to the terms of this Agreement and the Improvements.

Lessee means the person or entity who is named or otherwise described in Item 1 of the Schedule.

Lessee's Covenants means the covenants and agreements contained or implied in this Agreement to be observed and performed by the Lessee.

Lessor's Proportion has the meaning given in clause 1.24.

Plan means the plan delineating the Leased Area annexed to this Agreement.

Plantation Management Agreement means the agreement dated on or about the date of this Agreement between the Lessor and the Lessee titled 'Plantation Management Agreement' in respect of the Land.

Recipient has the meaning given to that expression in clause 1.49(c).

Rent means the annual rent payable by the Lessee to the Lessor for the duration of this Agreement as set out in Item 7 of the Schedule.

Sale Agreement means the agreement for the sale of land on which the Leased Area is situated between the Lessor as Purchaser and the Lessee as Vendor.

Sale Completion Date means the Actual Completion Date as defined in the Sale Agreement.

Schedule means the Schedule to this Agreement.

Supplier has the meaning given to that expression in clause 1.49(c).

Target Harvest Date has the meaning given to that expression in clause 1.22(a)(i).

Term means the period commencing on the Commencement Date and ending on the Termination Date.

Termination Date means the termination date specified in Item 5 of the Schedule.

Trees means the Santalum Album trees grown on the Leased Area and such other trees on the Leased Area as may reasonably be necessary or required to enable or encourage the growth of or protect the Santalum Album seedlings or trees growing on the Leased Area.

1.2 Interpretation

In this Agreement (including the Recitals and the Schedule) unless the contrary intention appears:

- (a) words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa;
- (b) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally;
- (c) headings have been inserted for convenience only and shall not be taken into account in interpreting the provisions of this Agreement;
- (d) references to recitals, parts, clauses, paragraphs, schedules, annexures or Items by letter or number are references to recitals, parts clauses, paragraphs, schedules, annexures or Items contained in this Agreement;
- (e) references to institutes, associations, bodies and authorities whether statutory or otherwise shall if that institute, body, association or authority ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other institute, association, body or authority be deemed to refer respectively to the institute, association, body or authority established or constituted in place thereof or as nearly as may be which succeeds to the powers or functions of the institute, association, body or authority referred to;
- (f) references to statutes, regulations and by-laws shall include reference to all statutes, regulations and by-laws which amend consolidate or replace the statutes, regulations or by-laws referred to and also include any notices, ordinances or orders issued under any statute regulations or by-laws for the time being in force;
- (g) unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future shall not apply to this Agreement so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, privileges, remedies or discretions given or accruing to the Lessor;
- (h) the word includes is not a word of limitation and does not restrict the interpretation of a word or phrase in this Agreement;
- (i) a reference to currency is to the Australian currency;
- (j) a reference to time is to Darwin, Northern Territory time;
- (k) in the interpretation of this Agreement, no rules of construction shall apply to the disadvantage of one party on the basis that that party caused this Agreement to be prepared in the form that it is executed by the parties; and
- (l) in the interpretation of this Agreement, any reference to a "year" such as "year 1" or "year 6" means that number of consecutive 12 month periods after the 30 June of the establishment year. For avoidance of doubt year 1 commences on 1 July 2017.

LEASE OF LEASED AREA

LEASE

1.3 Grant of lease

In consideration of the payment of the Rent by the Lessee, the Lessor grants to the Lessee and the Lessee takes from the Lessor, a lease of the Leased Area and the Fixtures for the Term upon and subject to the Encumbrances and the covenants and provisions set out in this Agreement.

1.4 Implied covenants – Law of Property Act

The covenants and powers implied in every lease in accordance with the provisions of the *Law of Property Act 2000 (NT)* do not apply to and are not implied in this Agreement except insofar as those covenants and powers or some part of them are included in the covenants contained in this Agreement.

1.5 Sections 134 and 135 of the Law of Property Act excluded

Sections 134 and 135 of the *Law of Property Act 2000 (NT)* are excluded from this Agreement.

1.6 Lessor's reservations

- (a) The Lessor reserves the right to:
- (i) install, maintain, use, repair, alter and replace the Fixtures leading through, over, into or situated upon the Leased Area;
 - (ii) pass over the Leased Area at any time for the purpose of gaining access to land adjoining the Leased Area; and
 - (iii) convey gas, water, nutrient, insecticides, herbicides, pesticides, electricity, oil, heat and other power through those of the Fixtures designed to perform those functions.
- (b) All of these reserved rights may be exercised by the Lessor without notice to the Lessee but their exercise must cause as little disruption, inconvenience or damage to the Lessee and the Leased Area as is reasonably possible in the circumstances.

RENT

1.7 Amount of Rent

- (a) The Rent payable by the Lessee to the Lessor for the Leased Area is as specified in Item 7 of the Schedule as reviewed in accordance with clause 1.9 and is payable for the duration of this Agreement. The Rent excludes all rates, taxes, levies, charges, assessments and impositions of every kind levied, assessed or charged, paid or payable in respect of the Leased Area.
- (b) The Lessee must pay all rates, taxes, levies, charges, assessments and impositions of every kind levied, assessed or charged, paid or payable in respect of the Leased Area. If rates, taxes, levies, charges, assessments or impositions are levied or assessed on an area which included the Leased Area the Lessee must pay a proportion of such costs, calculated as the proportion

that the area of the Leased Area bears to the total area the subject of the relevant rates, taxes, levies, charges, assessments or impositions.

1.8 Payment of Rent

- (a) The Lessee must pay the Rent for each year by 1 July. For the avoidance, the Lessee must pay the Rent for year 1 on or before the Commencement Date .
- (b) The Lessor may set-off any amount due but not paid by the Lessee without notice to the Lessee against any amount the Lessor must pay under the Plantation Management Agreement. In such event, the Lessor must still provide a tax invoice in relation to the Lessee for any amounts that the Lessor intends to set-off pursuant to this clause.

1.9 Rent Review

The Rent on and from each CPI Review Date is the greater of:

- (a) the Rent before that CPI Review Date increased in accordance with the following formula:

$$R = \frac{A \times B}{C}$$

Where:

R = the Rent payable after the relevant CPI Review Date

A = the Rent payable before the relevant CPI Review Date

B = the Index Number last published before the relevant CPI Review Date

C = the Index Number last published before the immediately preceding CPI Review Date or, if there has not been one, the Commencement Date; and

- (b) the Rent before that CPI Review Date.

LESSEE'S OBLIGATIONS

1.10 Permitted use

The Lessee:

- (a) subject to clause 1.10(b), must not use the Leased Area or permit the Leased Area to be used for any purpose other than that specified in Item 6 of the Schedule;
- (b) must not use the Improvements other than, to the extent permitted by Law, their use is incidental to the purpose specified in Item 6 of the Schedule; and
- (c) for the avoidance of doubt, is not entitled to use the Leased Area for the purpose of permanently or temporarily residing on it or for residential, recreational or tourist purposes.

1.11 Cultivate

At all times during the Term, the Lessee must manage, cultivate and work the Leased Area, in a proper and skilful manner and according to generally accepted silvicultural methods, so as to maintain and develop the Leased Area for the purpose specified in Item 6 of the Schedule.

1.12 Not void insurances

The Lessee must not do, permit, or suffer to be done any act, matter or thing upon the Leased Area whereby any insurances in respect of the Leased Area, Trees, the Fixtures or the Improvements may be vitiated or rendered void or voidable.

1.13 No storage of flammable material

The Lessee must not store nor permit to be stored or used flammable or dangerous substances upon the Leased Area (except as may be necessary for the ordinary conduct of the permitted use of the Leased Area specified in Item 6 of the Schedule) or the Improvements. In the event of any such necessary use, the Lessee must give to the Lessor prior written notice of the substances in question and of the proposed method of storage or use.

1.14 Prevent fire

The Lessee must:

- (a) do all things reasonable to prevent the outbreak or spread of fire upon, from or to the Leased Area; and
- (b) comply with the *Bushfires Act* (NT) and all reasonable directions of the Lessor in relation to the prevention and control of fire.

1.15 No nuisance

The Lessee must not:

- (a) do or permit to be done on the Leased Area anything which in the opinion of the Lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the Lessor, to the Lessee or to the Fixtures; or
- (b) use the Leased Area for any noisy, noxious, offensive or illegal manner or purpose.

1.16 Pest control

The Lessee must:

- (a) use all reasonable measures to keep the Leased Area free of vermin; and
- (b) comply with statutes, ordinances, proclamations, orders and regulations present or future in relation to pest control.

1.17 Requirements of public authorities and Lessor

The Lessee must comply with:

- (a) all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the Leased Area or its use or to the Fixtures, any Improvements, machinery, plant, equipment, or other fixtures and fittings; and
- (b) all requirements which may be made or notices or orders which may be given to the Lessee (or to the Lessor provided that the Lessor duly notifies the Lessee) by any governmental, semi-governmental, shire, municipal, health, licensing or other authority having jurisdiction or authority in respect of the Leased Area or its use or in respect of the Fixtures or any Improvements, machinery, plant, equipment, or other fixtures and fittings.
- (c) the Lessor's directions relating to the Leased Area or its use or to the Fixtures, any Improvements, machinery, plant, equipment, or other fixtures and fittings.

1.18 Environmental

The Lessee must:

- (a) hold and maintain all Authorisations required to carry out the use of the Leased Area specified in Item 6 of the Schedule;
- (b) comply with all Environmental Laws and the terms and conditions of all Authorisations issued or granted to the Lessee under Environmental Laws (or otherwise applying to the use of the Leased Area specified in Item 6 of the Schedule); and
- (c) not cause, or contribute to, any pollution or contamination, or harm to the Environment on the Leased Area or any land adjacent to the Leased Area.

1.19 Notice of defect

The Lessee must give to the Lessor prompt notice in writing of:

- (a) any accident to, or defect or want of repair in, any services or Fixtures, fittings, plant or equipment on the Leased Area, Fixtures or Improvements;
- (b) any circumstances causing or likely to cause any danger, risk or hazard to the Leased Area, Fixtures or Improvements; and
- (c) the presence of any contaminant, pollution, waste or hazardous substance on, in, under or from the Leased Area, including without limit, the spillage of any chemical or oil into soil.

1.20 To keep in repair

- (a) The Lessee must maintain, replace, repair and keep all Improvements, machinery, plant, equipment, or other fixtures and fittings and the Fixtures situated on the Leased Area in good and substantial repair, order and condition:
 - (i) during the Term and otherwise so long as the Lessee remains in possession or occupation of the Leased Area; and

- (ii) when and so often as needed (having regard to the condition of the Leased Area at the commencement of the Lease),

but damage by explosion, earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest, reasonable wear and tear, act of God and war damage only is excepted, unless any insurance moneys are irrecoverable through the neglect, default or misconduct of the Lessee or its invitees.

- (b) The Lessee must during the Term keep the Leased Area clean and tidy, including without limit, by routine removal of all waste, inorganic rubbish, chemicals and irrigation tapes.
- (c) The Lessee warrants that it has made all enquiries before the Commencement Date to satisfy itself with the present condition and useability or otherwise of the Leased Area and all Improvements, machinery, plant, equipment, or other fixtures and fittings and the Fixtures situated on the Leased Area.
- (d) Nothing in this Agreement imposes any obligation on the Lessor to maintain, replace, repair or carry out any works in respect of the Leased Area and any Improvements, machinery, plant, equipment, or other fixtures and fittings and the Fixtures situated on the Leased Area.
- (e) If there is any failure, defect, breakdown, damage, destruction or infestation to the Leased Area or any Improvements, machinery, plant, equipment, or other fixtures and fittings and the Fixtures situated on the Leased Area, the Lessee must not call upon the Lessor to undertake any works or make any Claim, withhold or reduce any amounts payable under this Agreement or terminate this Lease.

1.21 Yield up

At the expiration or sooner determination of this Agreement, the Lessee must peaceably surrender and yield up to the Lessor the Leased Area and Fixtures:

- (a) clear and free of rubbish; and
- (b) in a state and condition as shall in all respects be consistent with compliance with the obligations imposed on the Lessee under this Agreement.

1.22 Trees are owned by Lessee

- (a) The Parties acknowledge and agree that, subject to clause 1.22 and 1.28, the Trees are and will remain the property of the Lessee until the end of the Term or otherwise for so long as the Lease has not been terminated in accordance with its terms and that the rights and interests granted to the Lessee under this Agreement are an independent and severable grant of a proprietary interest in the Leased Area by the Lessor to the Lessee. The Lessee must harvest the Trees in accordance with the following:
 - (i) the Trees must be harvested no later than 15 years after the Commencement Date (**Target Harvest Date**), unless otherwise agreed by the parties; and
 - (ii) the Trees must be harvested in accordance with best industry practice and using reputable contractors approved by the Lessor.

1.23 Use of Houses

- (a) Subject to clause 1.23(e), the Lessor grants to the Lessee the exclusive right (although the Lessee will use reasonable endeavours to allow occasional shared use by the Lessor's personnel for accommodation purposes) for the Lessee to enter upon and use the Houses for office and accommodation use incidental to the purpose specified in Item 6 of the Schedule.
- (b) Subject to this clause 1.23, the:
- (i) Lessee's obligations, acknowledgements, warranties, indemnities and releases; and
 - (ii) Lessor's rights, remedies and exclusions of obligations or liability,
- in this Agreement apply to the Houses as if they were an additional part of the Leased Area.
- (c) Without limiting or being limited by clause 1.23(b) the Lessee must at all times during the Term and at its cost:
- (i) keep the Houses clean, tidy and in good repair and condition;
 - (ii) routinely service, repair, maintain and replace all plant, equipment, fixtures, fittings and other items on or servicing the Houses, including, without limit, any diesel generator or air conditioning;
 - (iii) pay on time all running and operational costs of the Houses, Improvements or all plant, equipment, fixtures, fittings and other items on or servicing them;
 - (iv) keep secure (including, without limit, by taking additional steps reasonably necessary when unoccupied) the Houses, Improvements or all plant, equipment, fixtures, fittings and other items on or servicing them;
 - (v) comply with the Lessor's directions in respect of the use of the Houses; and
 - (vi) at the end of the Term or earlier termination of this Agreement, return to the Lessor any Houses, Improvements and any plant, equipment, fixtures, fittings and other items used by the Lessee during the Term in the condition required by this Agreement, subject to fair wear and tear.
- (d) The Lessor may terminate the rights under this clause 1.23 in respect of all or part of the Houses by giving the Lessee one month's notice.
- (e) The Lessor may use and have access to the Houses in its absolute discretion and may enter the Houses (or any part of them) whenever the Lessor requires.
- (f) Nothing in this Agreement:
- (i) creates any tenancy or lease or relationship of landlord and tenant between the Lessor and the Lessee in respect of the Houses; or
 - (ii) gives the Lessee any interest in the Houses.

1.24 Water access

During the Term, the Lessor agrees, at the cost of the Lessee, to use reasonable endeavours to ensure the Lessee has access to water on the Leased Area for the Permitted Uses on the following terms:

- (a) the Lessee will be entitled to access and use water available for use on the Land from time to time on a pro rata basis, according to the number of productive hectares comprising the Leased Area as a proportion of the total number of productive hectares on the Land from time to time (**Lessee's Proportion**);
- (b) the Lessee must, on demand from the Lessor, pay the following to the Lessor:
 - (i) the cost of the water used on the Leased Area, at the rate payable by the Lessor to the relevant Government Agency;
 - (ii) the Lessee's Proportion of any fixed or periodic fees or charges payable by the Lessor to the relevant Government Agency in respect of the water licence held in connection with the Land; and
 - (iii) the Lessee's Proportion of the costs incurred by the Lessor in the repair, maintenance and replacement of the meter, pipes and other plant, equipment and infrastructure used in connection with the supply of water to the Land;
- (c) if any works are required to be carried out solely to enable the Lessee to access and use the water on the Leased Area the Lessee must pay the cost of those works, on demand by the Lessor; and
- (d) the Lessee must comply with all Laws and conditions imposed by a Government Agency in respect of the use of water on the Leased Area.

REPAIR

1.25 Lessor may inspect

Without notice, the Lessor (or any person having any estate or interest in the Leased Area superior to or concurrent with the Lessor) may enter upon the Leased Area to view the state of repair and condition of the Leased Area, Improvements or as reasonably necessary in connection with the Lessor's land adjoining the Leased Area or the Fixtures. The Lessor may serve on the Lessee a notice in writing, requiring the Lessee within a reasonable time to repair any defect in the Leased Area or the Fixtures for which the Lessee is responsible under this Agreement.

1.26 Lessor may repair

At reasonable times, the Lessor (or any person having any estate or interest in the Leased Area superior to or concurrent with the Lessor) may enter on the Leased Area with advisers, workmen and others and with all necessary materials for the purpose of:

- (a) complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Leased Area, for which the Lessee is not liable under this Agreement; or
- (b) carrying out repairs, renovations, maintenance, modifications, extensions or alterations to the Fixtures on the Leased Area deemed necessary or desirable by the Lessor.

1.27 No undue inconvenience

In the exercise of the power granted by clause 1.22, the Lessor (or other person mentioned) must do all things practicable to ensure that no undue inconvenience is caused to the Lessee.

DEFAULT AND TERMINATION

1.28 Default and Termination

- (a) If:
- (i) the Lessee defaults in relation to the payment of money and the default continues for a period of 45 days after the Lessor issues a default notice to the Lessee without being remedied; (unless the Lessor has exercised its right of set-off pursuant to clause 1.8(b) of this Agreement);
 - (ii) an Insolvency Event occurs in relation to the Lessee; or
 - (iii) the Lessee defaults:
 - (A) but not in relation to the payment of money;
 - (B) the Lessor has given the Lessee written notice specifying the default and requiring the default to be remedied within 45 days; and
 - (C) the default is not remedied within that time,
- the Lessor may terminate this Agreement by notice in writing to the Lessee 10 Business Days after giving a notice of intended termination to the Managing Director of the Lessee and such default has not been remedied by the Lessee.
- (b) If this Agreement is terminated under this clause 1.28 the Lessor may terminate the Plantation Management Agreement by notice in writing to the Lessee.
- (c) Within 10 Business Days after the Termination Date or earlier termination of this Agreement the Lessor may elect by notice (**Lessor's Election Notice**) to the Lessee to:
- (i) purchase the Trees, in which case:
 - (A) the parties must co-operate to agree a reasonable market value for the Trees, which the Lessor must pay to the Lessee within 20 Business Days after the agreement; and
 - (B) if the parties do not agree on the market value of the Trees within 10 Business Days from the Lessor's Election Notice, then the Lessor may:
 - (I) appoint an expert to determine the reasonable market value for the Trees and the cost of the determination must be paid by the Lessee; or
 - (II) notify the Lessee that it has altered its election and clause 1.28(c)(ii) below applies; or

- (ii) require the Lessee to harvest and remove the Trees from the Leased Property in which case:
 - (A) the Lessee must, as soon as reasonably practical, and no later than 2 months after the Lessor's Election Notice or notice under clause 1.28(c)(i)(B)(II) harvest and remove the Trees from the Leased Area in accordance with best industry practice and using reputable contractors approved by the Lessor; and
 - (B) if the Lessee does not harvest and remove the Trees in accordance with best industry practice and using reputable contractors approved by the Lessor within 2 months after the Lessor's Election Notice or notice under clause 1.28(c)(i)(B)(II) title in the Trees vests in the Lessor for no consideration.
- (d) The Lessor's rights under clause 1.28(c) are in addition to any rights the Lessor has in relation to the Lessee's breach of this Agreement.

INSURANCES

1.29 The Lessee not to void insurances

The Lessee must not at any time during the Term do anything or allow anything to be done on the Leased Area which might vitiate or render void or voidable any insurance effected by either the Lessor or the Lessee in relation to the Leased Area or other property or increase the rate of premium payable in relation to that insurance.

1.30 Extra premiums

The Lessee must pay all extra premiums of insurance paid by the Lessor because of the extra risk caused by the Use specified in Item 6 of the Schedule, the Lessee's use of the Leased Area or any act or omission of the Lessee or the Lessee's invitees.

1.31 Lessee's insurance

- (a) The Lessee must keep current, with an insurance company approved by the Lessor, insurance to cover:
 - (i) against public risk for the amount of \$20,000,000.00 for any one accident with automatic re-instatement;
 - (ii) the full replacement value of the Improvements on the Leased Area;
 - (iii) the indemnities given by the Lessee to the Lessor in clause 1.36; and
 - (iv) against each other risk reasonably required by the Lessor.
- (b) Each policy of insurance must :
 - (i) be effected in the name of the Lessee and noting the interest of the Lessor and, where required by the Lessor from time to time, the Lessor's mortgagee and any other person having a superior interest in the Leased Area for their respective rights and interests;

- (ii) have no exclusions or alterations unless consented to by the Lessor; and
 - (iii) be otherwise on terms and conditions acceptable to the Lessor.
- (c) The Lessee must give the Lessor certificates of currency and any other evidence reasonably required by the Lessor to satisfy the Lessor of the Lessee's compliance with this insurance clause 1.31 before the Commencement Date and each renewal date of the relevant insurance policy.

1.32 Use of insurance money

- (a) The Lessee must expend money received under insurance to reinstate the items that were broken or damaged.
- (b) The Lessee must make good the deficiency out of its own money if the money received under insurance is insufficient.

INDEMNITIES AND RELEASE

1.33 Assumption of responsibility

- (a) The Lessee occupies the Leased Area, conducts the Lessee's business and observes the Lessee's covenants and obligations under this Agreement at the Lessee's own risk.

1.34 Exclusion of Lessor's liability

- (a) The Lessor is not liable to the Lessee for any Claim that arises from:
 - (i) any defect in the Leased Area or the Improvements;
 - (ii) the availability of, or any defect in, any Fixtures or services;
 - (iii) fire, water or other sources of energy or fuel;
 - (iv) any fire, flooding or other event affecting the Leased Area; or
 - (v) the operation of any Law or the issue of any notice by a Government Agency.
- (b) Nothing in this Agreement requires the Lessor to undertake any works to the Leased Areas, Fixtures or Improvements.

1.35 Release

- (a) To the full extent permitted by Law, the Lessee releases the Lessor and its Invitees from all Claims arising from:
 - (i) loss or damage to any property of the Lessee or any other person; or
 - (ii) injury to or death of any person,in or adjacent to the Leased Area including the Fixtures and the Improvements, except to the extent that the Claim arises from the Lessor's negligence or default.

1.36 Indemnity

- (a) The Lessee is liable for and indemnifies the Lessor against any Claims incurred by the Lessor in connection with:
- (i) any damage, loss, injury or death, caused or contributed to by the Lessee or the Lessee's invitees;
 - (ii) any default by the Lessee under this Agreement;
 - (iii) the use or occupation of the Leased Area, the Fixtures and the Improvements by the Lessee or the Lessee's Invitees;
 - (iv) the presence of any contaminant, pollution, waste or hazardous substance on, in, under or from the Leased Area;
 - (v) any breach of any Environmental Law by the Lessee or the Lessee's invitees or the terms and conditions of any Authorisations issued or granted to the Lessee under Environmental Laws (or otherwise applying to the use of the Leased Area specified in Item 6 of the Schedule);
 - (vi) the escape of any contaminant, pollution, waste or hazardous substance from the Leased Area;
 - (vii) any Fixtures or services not working properly, being unavailable or being interrupted, or the misuse of any Fixtures or services caused or contributed to by the Lessee or the Lessee's Invitees;
 - (viii) the failure of the Lessee to notify the Lessor of any defect in any Fixtures or service in, to or near the Leased Area;
 - (ix) any breach of any Law by the Lessee or the Lessee's invitees;
 - (x) the Lessor doing anything which the Lessee must do under this Agreement but has not done or which the Lessor considers the Lessee has not done properly,

except to the extent that the Lessor has caused or contributed to such Claim by its negligence or default.

1.37 Continuing indemnity

Each indemnity of the Lessee contained in this Agreement:

- (a) applies even if a Claim results from an act or thing that the Lessee is authorised or obliged to do under this Agreement;
- (b) is a continuing obligation of the Lessee and remains in full force and effect after the termination of this Agreement; and
- (c) is a separate and independent obligation of the Lessee.

THE LESSOR'S COVENANTS**1.38 Quiet enjoyment**

The Lessee may peaceably possess and enjoy the Leased Area during the Term without any interruption or disturbance from the Lessor (or any other person lawfully claiming from or under the Lessor):

- (a) subject to this Agreement; and
- (b) provided the Lessee duly and punctually observes the Lessee's Covenants.

SALE CONDITION

1.39 Agreement conditional

This Agreement is conditional on the completion of the Sale Agreement. If the Sale Agreement is terminated by either party this Agreement is automatically terminated at the same time and, without affecting any antecedent right of the Lessor or the Lessee under the Sale Agreement, neither the Lessor nor the Lessee will have any claim against the other.

FORM AND REGISTRATION OF LEASE

1.40 Notification of interest in Leased Area

Unless precluded by law, the Lessor:

- (a) consents to the interest created by this Agreement being registered by the Lessee (at the Lessee's own cost and expense);
- (b) consents to the Lessee (at the Lessee's own cost and expense) lodging a subject to claim caveat in relation to its interest in the Leased Area; and
- (c) irrevocably agrees not to do anything or omit to do anything which would have the effect of defeating that registration or removing that caveat.

1.41 Caveat

- (a) If the Lessee lodges a caveat in relation to its interest in the Leased Area the Lessee must promptly do everything reasonably requested by the Lessor to consent and enable the registration of any dealings which do not conflict with its interest as lessee in the Leased Area.

GUARANTEE AND INDEMNITY

1.42 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Lessor that the Lessee will pay the Guaranteed Money on time and comply on time with the Lessee's obligations under this Agreement and, if the Lessee does not, the Guarantor must on demand pay that money to the Lessor or comply with those obligations or both, as the case may be, whether or not the Lessor has demanded that the Lessee pay or comply. The Guarantor must pay the Lessor on demand for the Lessor's costs, charges and expenses (including but not limited to legal costs, charges and expenses on a full indemnity basis whether incurred by or awarded against the Lessor) in connection with this guarantee and indemnity including but not limited to its enforcement and all taxes, duties, imposts and charges in connection with this guarantee and indemnity or any transaction contemplated by it.

1.43 Indemnity

As an additional obligation of the Guarantor which the Lessor may enforce separately from the guarantee in clause 1.42, the Guarantor irrevocably and unconditionally indemnifies the Lessor against, and undertakes as principal debtor to pay the Lessor on demand a sum equal to all liability, loss, penalties, costs, charges and expenses directly or indirectly arising from or incurred in connection with the Lessee not paying the Guaranteed Money on time, the Lessee not complying on time with the Lessee's obligations under this Agreement and the Lessor not being able to recover all of the Guaranteed Money from the Lessee or enforce all of the Lessee's obligations under this Agreement for any reason, whether or not the Lessor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity. It is not necessary for the Lessor to incur expense or make a payment before enforcing this indemnity.

GENERAL PROVISIONS

ASSIGNMENT, TRANSFER AND SUB-LEASING

1.44 Assignment, Transfer and Sub-leasing

During the Term, the Lessee shall not assign, mortgage, charge or transfer or grant any security or interest over their rights under this Agreement, or sub-let or part with possession of or grant any licence affecting the Leased Area or by any act or deed procure any of the foregoing without the Lessor's prior written consent which may be withheld, or given subject to any conditions required by the Lessor, in its absolute discretion.

1.45 Change in Control

- (a) If the Lessee is a proprietary company which is not listed on the Australian Securities Exchange or is wholly owned by a company that is not listed on the Australian Securities Exchange, the following are regarded as an assignment of this Agreement, and clause 1.44 applies:
 - (i) a transfer of more than 50% of the total shareholding of the Lessee or its holding company; or
 - (ii) a transfer or issue of shares in the Lessee or its holding company which would result in 50% or more of the shares in the company being held by people other than the people holding the shares in the company at the Commencement Date.
- (b) If the Lessee is a trustee of a unit trust and its interest in this Agreement is property subject to that trust, the following things are regarded as an assignment of this Agreement, and clause 1.44 applies:
 - (i) a transfer of more than 50% of the total units of that trust; or
 - (ii) a transfer or issue of units in that trust which would result in 50% or more of the total units of that trust being held by people other than the people holding the units in that trust at the Commencement Date.

- (c) If the Lessee is a trustee of a trust and its interest in this Agreement is property subject to that trust, the following things are regarded as an assignment of this Agreement, and clause 1.44 applies:
- (i) there is a change to the beneficiaries of the trust such that the beneficiaries of the trust which are entitled directly or indirectly to 50% or more of the corpus or profits of the trust are not the beneficiaries of the trust entitled directly or indirectly to 50% or more of the corpus or profits of the trust at the Commencement Date; or
 - (ii) there is a change to the person entitled to or whose consent is required to:
 - (A) appoint or change the trustee;
 - (B) give directions to the trustee;
 - (C) vary the constituent document of the trust;
 - (D) appoint or remove beneficiaries; or
 - (E) decide to whom any distribution is made or the amount of any distribution.

NOTICES

1.46 In writing and properly addressed

Any notice, demand or other communication must, unless otherwise expressly provided, be in writing. It will be deemed duly given or made if executed by the party giving or making the notice, demand or other communication (or signed on behalf of such party by any duly authorised representative of such party) and delivered or sent by post or facsimile transmission or email as follows:

Lessor:

Address: 837 Te Ngae Road, State Highway 30, Rotorua 3074, New Zealand
Attention: Ian Jolly
Email: Ian.Jolly@gmo.co.nz

The Lessee:

The address as set out in Item 2 of the Schedule.

1.47 Deemed service

Any notice, demand or other communication sent by:

- (a) mail is, subject to proof of mailing, deemed to have been received by the party to whom it was sent at the time when the envelope or wrapper containing the same in the ordinary course of post would have reached such address and notwithstanding that it may never do so;
- (b) facsimile is deemed to have been received by the party to whom it was sent when the sender receives a transmission report confirming full transmission without fault or error; or
- (c) email is deemed to have been received by the party to whom it was sent:

- (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first.

MISCELLANEOUS PROVISIONS

1.48 Variation in writing

No modification or amendment of this Agreement is valid or binding unless made in writing and duly executed by the parties.

1.49 Tax (including GST) or impost

- (a) Any tax or impost (including without limitation, GST) payable in respect of:
 - (i) the Rent payable by the Lessee to the Lessor; or
 - (ii) any other payment or services provided pursuant to the terms of this Agreement,shall be paid by the Lessee.
- (b) Any consideration or amount payable under or in connection with this Agreement, including any non-monetary consideration (as reduced in accordance with clause 1.49(f) if required) (**Consideration**) is exclusive of GST, tax or impost.
- (c) Subject to clause 1.49, if GST is or becomes payable on a supply made under or in connection with this Agreement, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the supply (**Recipient**) equal to the amount of GST payable on that supply as calculated by the party making the supply (**Supplier**) in accordance with the GST Law. The Additional Amount is payable or becomes payable at the same time and in the same manner as the Consideration for the supply. The Additional Amount in respect that supply is only payable by the Recipient upon receipt of a valid tax invoice issued by the Supplier.
- (d) The Supplier shall do all things reasonably necessary to assist the Recipient to enable it (or its representative member) to claim and obtain any input tax credit in respect of a supply made under or in connection with this Agreement to which it (or its representative member) is entitled.
- (e) If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a supply made under or in connection with this Agreement (taking into account any decreasing or increasing adjustments in relation to the supply) varies from the Additional Amount payable by the Recipient under clause 1.49(c):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and

- (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
- (f) Notwithstanding any other provision in this Agreement, if an amount payable under or in connection with this Agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any input tax credit to which that party (or its representative member) is entitled in respect of that Amount Incurred.
- (g) For the purposes of this clause 1.49 and elsewhere in this Agreement, unless the context otherwise requires or elsewhere defined in this Agreement, terms used in this clause 1.49 and elsewhere in this Agreement which are defined in the GST Law have the meaning given to them in the GST Law.

1.50 Proper law and jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory and the courts hearing appeals from those courts.

1.51 Waiver

- (a) No waiver of any provision of this Agreement nor consent to any departure from it by any of the parties to this Agreement is effective unless it is in writing. Any such waiver or consent is effective only in the specific instance and for the purpose for which it is given.
- (b) No:
 - (i) default or delay on the part of any of the parties to this Agreement in exercising any rights, powers or privileges under this Agreement; and
 - (ii) single or partial exercise thereof or the exercise of any other right, power or privilege under this Agreement,operates as a waiver of those rights, powers or privileges or of any other right under this Agreement.
- (c) No Party may waive the payment of any moneys due and payable under this Agreement other than in accordance with the express terms of this Agreement.

1.52 Time of the essence

Time is of the essence in all respects.

1.53 Further assurances

The parties must execute and do all such acts and things as shall be necessary or desirable in order to implement and give full effect to the provisions and purposes of this Agreement.

1.54 Severance

This Agreement so far as possible shall be construed to give validity to all of its provisions. Any provision found to be prohibited by law will be ineffective so far as prohibited without invalidating any other part of this Agreement.

1.55 Whole Agreement

The covenants, provisions, terms and agreements contained in this Agreement expressly or by implication comprise the whole of the agreement between the parties. The parties expressly agree and declare that no further or other covenants, agreements, provisions or terms in respect of the Leased Area or otherwise:

- (a) are deemed to be implied herein; or
- (b) are deemed to arise between the parties:
 - (i) by way of collateral or other agreement; or
 - (ii) by reason of any promise, representation, warranty or undertaking given or made by the party to the other,on or before the execution of this Agreement.

The existence of any such implication of any collateral or other agreement is negated.

1.56 Stamp Duty

The Lessee must pay all any stamp duty (including fines, penalties and interest) which may be payable on or in connection with the execution, delivery and performance of this Agreement and any instrument executed under or in connection with or any transaction evidenced or contemplated by this Agreement.

SCHEDULE

1. Lessee

TFS Corporation Ltd (ACN 092 200 854)

2. Lessee Contact Details

TFS Corporation Ltd
169 Broadway
Nedlands, Western Australia
6009

Ph: +61 8 9386 3299
Fax: +61 8 6389 1546

3. Description of Leased Area

Property	Land	Deposited Plan	Block	Total Ha
Mustang Hill	NT Portion 6269	L2002/094	03 / 04	18.47
			05	9.12
			06 / 07	<u>12.64</u>
				40.23

4. Commencement Date

The day after the Sale Completion Date.

5. Termination Date

The earlier of 24 months after the Target Harvest Date and 90 days following the date that all of the Trees are harvested.

6. Use

Commercial silviculture of Sandalwood trees.

7. Rent

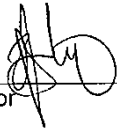
AU\$1,500 (excluding GST) per plantable hectare per year of this Agreement.

Executed as an agreement.

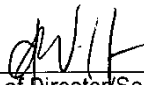
Executed by the Lessor

Company Lessor

Executed for and on behalf of Saltus
Australia Pty Limited (ACN 603 984 318) as
trustee for the Saltus Australia Trust in
accordance with s.127 of the Corporations
Act



Signature of Director



Signature of Director/Secretary

ZANE BERNSTEIN

Name of Director

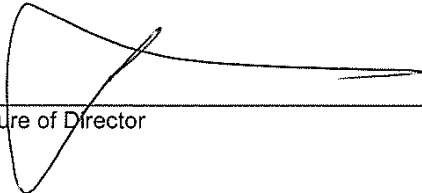
ANDREW WALKER

Name of Director/Secretary

Executed by the Lessee

Company Lessee

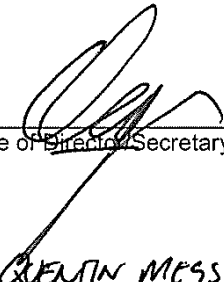
Executed for and on behalf of T.F.S. Properties Ltd (ACN 093 300 977) in accordance with s.127 of the Corporations Act



Signature of Director

Jason Goodwin

Name of Director



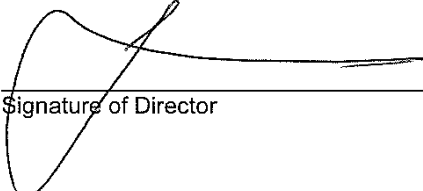
Signature of Director/Secretary

QUENTIN MESSOW

Name of Director/Secretary

Executed by the Guarantor

Executed for and on behalf of T.F.S. Corporation Ltd (ACN 092 200 854) in accordance with s.127 of the Corporations Act



Signature of Director

Jason Goodwin

Name of Director

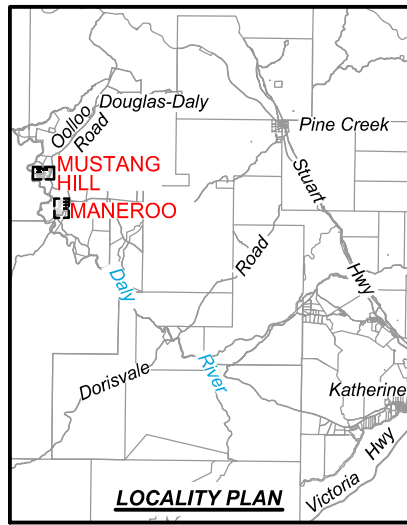


Signature of Director/Secretary

QUENTIN MESSOW

Name of Director/Secretary

Annexure – Plan



Mustang Hill SW (Areas in Hectares)					
	Design	Survey	Rounded Down	Survey-Design	Notes
18	8				
19	7.44	15.44	15.209	15.2	-0.24
20	7.24				
21	7.51				
39	5.7495	20.50	17.948	17.94	-2.56 Lot 39 - part not planted
32	10.95	10.95	10.280	10.28	-0.67
33	9.31	9.31	9.377	9.37	0.06
34	10.24	10.24	10.330	10.33	0.09
35	10.99	10.99	11.266	11.26	0.27
36	8.5	8.5	9.151	9.15	0.65
37	10.27				
38	9.05	19.32	15.127	15.12	-4.20 Southern boundary changed
40	4.53	4.53	0.000	0	-4.53 Not planted
42	6.17	6.17	5.929	5.92	-0.25
43	2.73	2.73	2.724	2.72	-0.01
44	5.34	5.34	5.221	5.22	-0.12
45	8.7	8.7	8.405	8.4	-0.30
46	10.82	10.82	11.220	11.22	0.40
47	6.24	6.24	6.961	6.96	0.72
SUM	149.7795	149.78	139.148	139.09	-10.6895

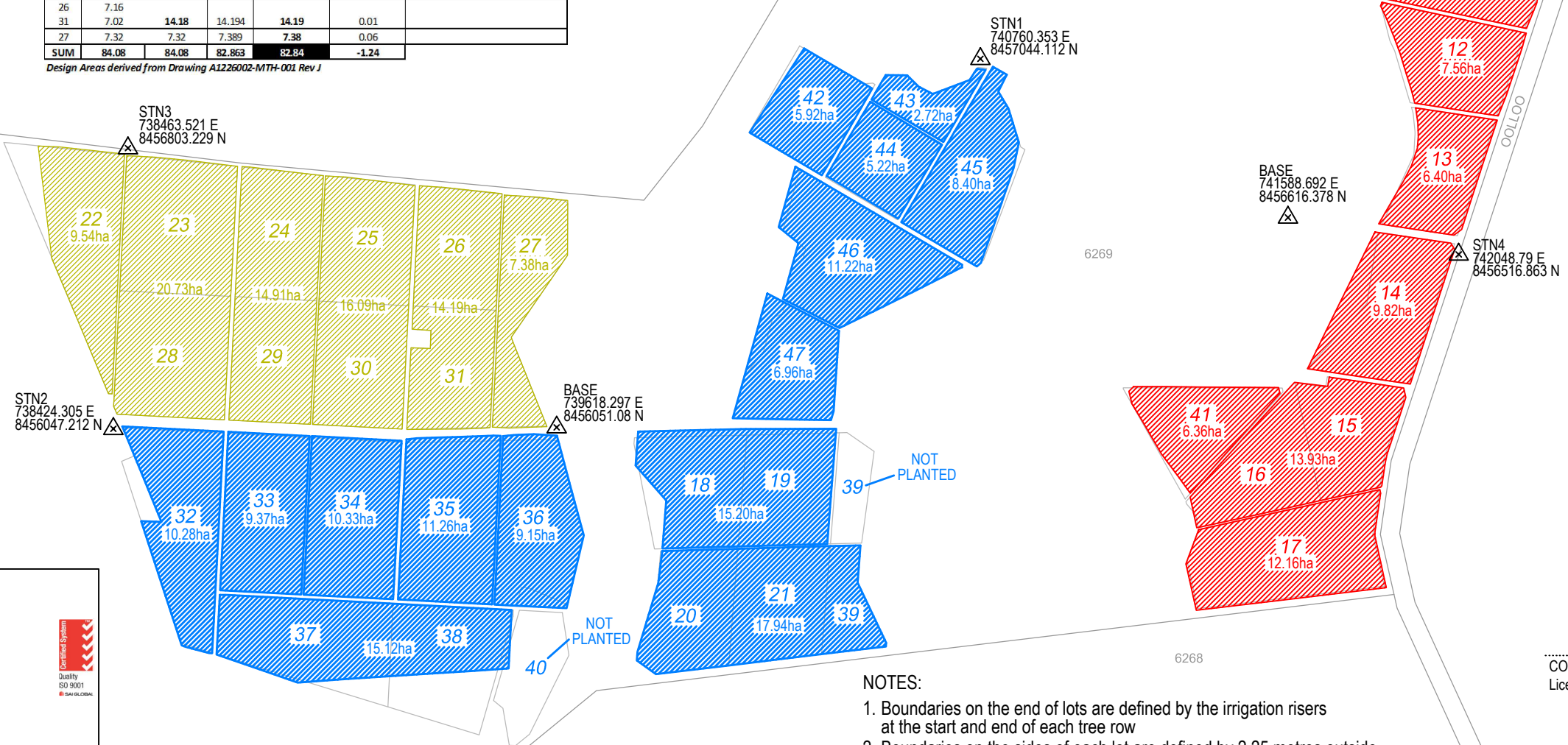
Design Areas derived from Drawing A1226002-MTH-001 Rev J

Mustang Hill NW (Areas in Hectares)					
	Design	Survey	Rounded Down	Survey-Design	Notes
22	10.88	10.88	9.541	9.54	-1.34
23	10.74				
28	9.97	20.71	20.736	20.73	0.02
24	7.57				
29	7.33	14.90	14.912	14.91	0.01
25	8.03				
30	8.06	16.09	16.091	16.09	0.00
26	7.16				
31	7.02	14.18	14.194	14.19	0.01
27	7.32	7.32	7.389	7.38	0.06
SUM	84.08	84.08	82.863	82.84	-1.24

Design Areas derived from Drawing A1226002-MTH-001 Rev J

Mustang Hill East (Areas in Hectares)					
	Design	Survey	Rounded Down	Survey-Design	Notes
1	6.62				
2	7.89	14.51	14.480	14.48	-0.030
3	9.23				
4	9.23	18.46	18.472	18.47	0.010
5	8.92	8.92	9.122	9.12	0.200
6	6.31				
7	6.34	12.65	12.649	12.64	-0.010
8	3.37	3.37	0.000	0.00	-3.370 Not Planted
9	5.83	5.83	5.794	5.79	-0.040
10	2.84	2.84	0.000	0.00	-2.840 Not Planted
11	9.37	9.37	9.467	9.46	0.090
12	7.7	7.7	7.564	7.56	-0.140
13	6.38	6.38	6.402	6.40	0.020
14	8.23	8.23	9.825	9.82	1.590
15	6.78				
16	7.04	13.82	13.938	13.93	0.110
17	11.75	11.75	12.161	12.16	0.410
41	6.59	6.59	6.363	6.36	-0.230
SUM	130.42	130.42	126.237	126.19	-4.230

Design Areas derived from Drawing A1226002-MTH-001 Rev J



Leased Area Compartments
- 03/04;
- 05; &
- 06/07

- NOTES:**
- Boundaries on the end of lots are defined by the irrigation risers at the start and end of each tree row
 - Boundaries on the sides of each lot are defined by 2.25 metres outside the middle of the outer tree (ie 2.25 metres offset for canopy overhang)
 - Roadways have been removed from area calculation where they are greater than 4.5 metres wide
- △ indicates Survey Control
 - ▨ FARM EAST - total NGA = 126.1ha
 - ▨ FARM SW - total NGA = 139.0ha
 - ▨ FARM NW - total NGA = 82.8ha

20/06/2016
COLIN GEOFFREY ROGERS
Licensed Surveyor

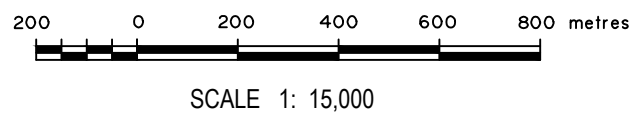
NET GREEN AREA SURVEY
MUSTANG HILL
FARMS: EAST, SW & NW
DOUGLAS DALY

PLAN No: **71912 / 01 A** REV. **0**

FYFE Earth Partners
ENVIRONMENTAL DEVELOPMENT RESOURCES

UNIT 7, 14 WINNELLIE RD.
WINNELLIE
GPO BOX 37869
WINNELLIE NT 0820
PHONE (08) 8944 7888
FAX (08) 8944 7820
EMAIL fyfent@fyfe.com.au

CLIENT :	TFS CORPORATION
LEVEL DATUM :	N/A
CO-ORD DATUM :	AUSPOS (MGA94, ZONE 52)
SURVEYOR :	C.Z.R. 16/06/2016
DRAFTSMAN :	B.Z.S.
CHECKED :	C.Z.R.



Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

Commissioner of Territory Revenue use only

L **A** **No:** 926470

(NOTE 1)
Lessee

IMPORTANT NOTICE
Please Note Privacy Statement Overleaf

**AMENDMENT OF A LEASE
OR SUBLEASE**

The tenant being registered as the proprietor of the lease (or sublease) specified pursuant to an agreement with the registered proprietor of the land subject to the lease (or sublease) and consent of the registered proprietors of all affected registered dealings varies the said lease (or sublease) as set out below: (NOTES 2 - 3)

LEASE OR SUBLEASE BEING VARIED Number: 838918 Extended until: 30 November 2024 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	836	357	Hundred of Bagot	Portion 1205	RP 000135	

(NOTE 5)

OTHER CONSIDERATION NIL GST Amount NIL (NOTE 6)

OWNER Name only: Margay Nominees Pty Ltd (ACN 008 787 335) as trustee for MA & GM Finocchiaro Family Trust (NOTE 7)

TENANT Name only: Quintis Leasing Pty Ltd (ACN 080 978 721) (NOTE 8)

DETAILS OF VARIATION See reverse. (NOTE 9)

CONSENTS Not to be provided. (NOTE 10)

Executed by the Owner **Margay Nominees Pty Ltd (ACN 008 787 335) as trustee for MA & GM Finocchiaro Family Trust** in accordance with section 127 of Corporations Act 2001 by being signed by:

Director – Full Name: Terry John Finocchiaro

On (Date): 11 DEC 2019

Executed by the Tenant **Quintis Leasing Pty Ltd (ACN 080 978 721)** in accordance with section 127 of Corporations Act 2001 by being signed by:

Director – Full Name: Julius Luke Matthys

Director/Secretary – Full Name: Phillip Lodewikus Coetzer

on (Date) 4/12/2019

(NOTE 11)

Registered on 13-12-19 At 15:07



VARIATION DETAILS

1. The Landlord and Tenant have agreed and hereby extend the term of the lease for a further term of five (5) years commencing on 1 December 2019 and expiring on 30 November 2024 (the "Extended Term"), with an added option to renew for a further five (5) years.
2. Effective from 1 December 2019 the lease is amended as set out below.
3. Item 4 of the Information Table is amended by deleting all words appearing under the heading of 'The Tenant' and inserting the words:
"Quintis Leasing Pty Ltd"
4. Item 6 of the Information Table is amended by deleting the words "5 Years from the Commencement Date" and inserting the words "an initial term of 5 Years from the Commencement Date and an Extension Period of 5 Years from 1 December 2019 with one option to renew for a further Five (5) years".
5. Item 8 of the Information Table is amended by inserting the following words and numerals:
"Extension Period Rental, commencing on 1 December 2019:
Year One \$70,000 + GST per annum
Year Two Year One rental, plus increase by CPI in accordance with Item 15(a)
Year Three Year Two rental, plus increase by CPI in accordance with Item 15(a)
Year Four Year Three rental, plus increase by CPI in accordance with Item 15(a)
Year Five Year Four rental, plus increase by CPI in accordance with Item 15(a)"
6. Item 15 of the Information Table is amended by deleting all of the words appearing in paragraph (c).
7. Item 16 of the Information Table is amended by deleting all of the words appearing therein and inserting the words:
"One (1) term of Five (5) years"
8. Item 17.1 of the Information Table is amended by deleting all of the words therein and inserting the words:
"General Guarantors (refer Clause 27)
Not Applicable"
9. Item 20 of the Information Table is amended by deleting all of the words therein and inserting the words:
"Relocation Clause 23 - Not Applicable"
10. Item 21 of the Information Table is amended by deleting all of the words therein and inserting the words:
"Redevelopment Clause 24 - Not Applicable"
11. Item 22 of the Information Table is amended by inserting the following as a new clause 22.5 "Incentives" and inserting the words:
"22.5(a) A credit of Fifteen thousand dollars (\$15,000.00) + GST shall be posted to the Tenant's rental account by the Owner within 7 days of execution of the Amendment of Lease; and"
"22.5(b) The Owner agrees to replace all of the office fluorescent lights with LED lights as soon as practicable after execution of the Amendment of Lease."
12. Item 22 of the Information Table is amended by inserting the following as a new clause 22.6 and inserting the words:
"The Landlord agrees to bear the legal and registration costs for this Amendment of Lease in relation to the Extended Term. The parties hereby agree and acknowledge that, notwithstanding the Landlord bearing these costs, in all other respects Clause 6.11 of the Lease continues to apply with full force and effect in relation to any subsequent amendment, variation or other dealing with the Lease."
13. In the Panel Form 31 the words appearing alongside the title Owner, being "Gaymark Investments Pty Limited" are deleted and the words "Margay Nominees Pty Ltd (ACN 008 787 335) as trustee for MA & GM Finocchiaro Family Trust" are inserted.
14. In the Panel Form 31 the words appearing alongside the title Tenant, being "T.F.S Leasing Pty Ltd (ACN 080 978 721)" are deleted and the words "Quintis Leasing Pty Ltd (ACN 080 978 721)" are inserted.
15. Under the heading of 'Parties' in the Information Table to the Lease, the following words and numerals are deleted:
"Name Gaymark Investments Pty Ltd ACN 009 594 085
Short form name Landlord
Notice details GPO Box 60, Darwin NT 0801
Telephone (08) 8981 6544
Facsimile (08) 8981 6485"
and the following words and numerals are inserted in their place:
"Name Margay Nominees Pty Ltd (ACN 008 787 335) as trustee for MA & GM
Short form name Finocchiaro Family Trust
Notice details Landlord
GPO Box 4425, Darwin NT 0801
Telephone (08) 8981 6544
Email: reception@gaymarkproperty.com.au"
16. Under the heading of 'Parties' in the Information Table to the Lease, the following words and numerals are deleted:
"Name T.F.S Leasing Pty Ltd (ACN 080 978 721)
Short form name Tenant
Notice details 169 Broadway, Nedlands WA 6009
Telephone (08) 9386 3299
Mobile 0439 998 778"

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Facsimile N/A
Email malbfts@bigpond.com
Attention: Mr Malcolm Baker"

and the following words and numerals are inserted in their place:

"Name

Short form name
Notice details

Quintis Leasing Pty Ltd (ACN 080 978 721)
Tenant
Level 1, 87 Colin Street, West Perth WA 6005
Telephone (08) 8997 0900
Email: shindley@quintis.com.au
Attention: Mr Steve Hindley"

17. In all other respects all of the terms of the lease shall remain in full force and effect.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

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McWILLIAMS
LAWYERS
PROPERTY & COMMERCIAL

REALSIDE 87 COLIN PTY LTD
ACN 626 388 672
(Landlord)

AND

QUINTIS FORESTRY LIMITED
ACN 080 139 966
(Tenant)

LEASE
87 COLIN STREET, WEST PERTH
PART LEVEL 1

REF:MTR:19336

- McWilliams LPC Pty Ltd
- Level 3, 172 St Georges Terrace, Perth, WA 6000
- Phone: +61 8 9422 8999 Fax: +61 8 9422 8900
- Liability limited by a scheme approved under Professional Standards Legislation
- ACN 109 191 700
- PO Box 7882, Cloisters Square PO, WA 6850
- www.mcwilliamslawyers.com.au

Lease
87 Colin Street, West Perth

REFERENCE SCHEDULE

1. DATE OF THIS DOCUMENT

29 July 2019.

2. PARTIES

2.1 Landlord:

REALSIDE 87 COLIN PTY LTD ACN 626 388 672 of care of Macro Fund Services
Unit 2, 55 Salvado Road, Subiaco, Western Australia 6008.

2.2 Tenant:

QUINTIS FORESTRY LIMITED ACN 080 139 966 of The Old Swan Brewery, Level
2, 171-173 Mounts Bay Road, Perth, Western Australia 6000.

2.3 Guarantor, if any:

Not any.

3. PROPERTY AND PREMISES DETAILS

3.1 Land:

Lot 1 the subject of Diagram 10300 being the whole of the land in certificate of title
volume 1050 folio 952 more commonly known as 87 Colin Street, West Perth,
Western Australia.

3.2 Specified Encumbrances:

Not any.

3.3 Building:

The building constructed on the Land.

3.4 Premises:

That part of level 1 of the Building shown (for identification purposes only) on the
Premises Plan.

3.5 Floor Area of the Premises:

671.2 m².

Lease
87 Colin Street, West Perth



4. DURATION OF LEASE

4.1 Term

Five (5) years commencing on the 16th day of September 2019 (“**Commencement Date**”) and expiring on the day immediately before the 5th anniversary of the Commencement Date (“**Termination Date**”).

Note this Item is to be completed in accordance with special condition 7 of the Special Conditions Schedule.

4.2 First Option Term

Five (5) years commencing on the 5th anniversary of the Commencement Date and expiring on the day immediately before the 10th anniversary of the Commencement Date.

4.3 Second Option Term

Not applicable.

5. RENT AND RENT REVIEWS

5.1 Rent:

\$258,412 plus GST per annum (calculated at the rate of \$385 plus GST per square metre of the Floor Area of the Premises per annum) being \$21,534.33 plus GST per month.

5.2 Market Review Dates

The 5th anniversary of the Commencement Date.

5.3 CPI Adjustment Dates

Not applicable.

5.4 Fixed Increase Dates and Fixed Increase Percentage

Fixed Increase Date	Fixed Increase Percentage
3 rd anniversary of the Commencement Date	3%
4 th anniversary of the Commencement Date	3%
6 th anniversary of the Commencement Date	3%
7 th anniversary of the Commencement Date	3%
8 th anniversary of the Commencement Date	3%
9 th anniversary of the Commencement Date	3%

6. DEFAULT INTEREST RATE

The rate equal to 6% above the percentage (or maximum percentage) specified from time to time, by the Reserve Bank of Australia as the Cash Rate Target.

Lease
87 Colin Street, West Perth

7. AMOUNT OF BANK GUARANTEE

An amount equal to the sum of the amounts payable by the Tenant in respect of the Rent plus GST, the Estimated Tenant's Share of the Outgoings plus GST and the Licence Fee plus GST payable under this document over a period of six (6) months, as reasonably estimated by the Landlord, and as reviewed from time to time in accordance with clause 25(b) of the General Terms and Conditions of this document, which as at the Commencement Date is \$217,925.65.

8. CAR PARKING

8.1 Car Parking Bays

Thirteen (13) car parking bays as shown on the plan showing the car parking bays as "Quintis Forestry – Permanent Bay" annexed to this document as Annexure 2.

8.2 Licence Fee

\$46,800 plus GST per annum (calculated at the rate of \$300 plus GST per car parking bay per calendar month) being \$3,900 plus GST per month.

9. AFTER HOURS AIR CONDITIONING HOURLY RATE

As at the Commencement Date, but subject to variation as provided in this document, \$30 plus GST, capped at a total charge of \$10,000 plus GST per year.

SPECIAL CONDITIONS SCHEDULE

The special terms, covenants and conditions (if any) set out in this Special Conditions Schedule are taken to be incorporated into this document as if fully set out in the body of this document and, in the event of there being any inconsistency with the terms, covenants and conditions contained in the body of this document, then the terms, covenants and conditions set out in this Special Conditions Schedule are to prevail.

1. LANDLORD'S WORKS AND CONDITION OF PREMISES

- (a) The Landlord at the Landlord's cost (except as provided below), shall:
- (i) install a 13mm soundcheck plasterboard with ASB 4 sound blanket internally on 64mm steel stud frame and install buffer to block area above wall in ceiling as indicated on the plan in Annexure 1;
 - (ii) install the 12.38mm hush lam acoustic laminated glass wall as indicated on the plan in Annexure 3 which must be soundproofed to allow use of the Premises without noise or interference;
 - (iii) ensure electricity consumption in the Premises is separately metered,
 - (iv) remove or conceal copper pipe from previous kitchen area;
 - (v) repair the damage caused by removal of previous offices within the Premises and replace all damaged or marked ceiling panels and repair the ceiling frame to the Tenant's reasonable satisfaction; and
 - (vi) install three (3) security entry doors including single door controller, tecom enclosure, lclass card reader on each door, electric door strike, electric mortice locks, concealed cable transfer loops, tecom power supply and 7.2AH backup battery and Labour, cable, conduit and sundry items to install the above equipment commissioned with approval with the Tenant and supply and install Intercom at main entry door(in the style and size agreed with the Tenant),
- ("Landlord's Works"), provided that the Tenant will contribute a total amount of \$11,838 plus GST to the Landlord's Works within 7 days of being invoiced.
- (b) The Landlord shall carry out the Landlord's Works as soon as is practicable after the Tenant has agreed the style and size of the entry door to the Premises and delivered all of the following:
- (i) this document duly executed by the Tenant;
 - (ii) the bank guarantee which the Tenant is obliged to provide under this document; and
 - (iii) evidence that the Tenant has taken out the insurances the Tenant is obliged to take out under this document,
- to the Landlord.

Lease
87 Colin Street, West Perth

- (c) The Landlord is to use its reasonable endeavours to complete the Landlord's Works by 1 September 2019.
- (d) Except for the Landlord's Works, the Tenant acknowledges that the Tenant is taking the Premises in a new condition, in an open plan configuration with no fit out as inspected by the Tenant on 10 June 2019.

2. TENANT'S WORKS

- (a) To the extent the Tenant wishes to fit out the Premises to the Tenant's occupational requirements ("**Tenant's Works**"), subject to special condition 2(b), the Tenant agrees to do so in accordance with clause 11 of the General Terms and Conditions (as though the Tenant's Works were an alteration or addition to the Premises and clause 11 of the General Terms and Conditions were set out in this special condition in full).
- (b) The Landlord must not unreasonably withhold its consent to the proposed Tenant's Works.
- (c) The Landlord will allow the Tenant to enter the Premises prior to the Commencement Date until the day immediately before the Commencement Date as a licensee for the purposes of carrying out the Tenant's Works so long as all of the following conditions have been satisfied:
 - (i) the Tenant has obtained the approval of all Relevant Authorities whose approval is required to the Tenant's plans and specifications in respect of the Tenant's Works as approved by the Landlord to the Landlord and to such works being carried out;
 - (ii) the Tenant has delivered this document duly executed by the Tenant to the Landlord;
 - (iii) the Tenant has delivered the bank guarantee which the Tenant is obliged to provide under this document to the Landlord; and
 - (iv) the Tenant has delivered certificates of currency in respect of the insurances the Tenant is obliged to take out under this document to the Landlord.
- (d) During the licence period described in special condition 2(c) the Tenant shall be a licensee for the purposes of carrying out the Tenant's Works on the same terms and conditions as this document except that the Tenant shall only be required to pay to the Landlord the cost of all charges for electricity, gas, water and other consumables consumed in the Premises during such period.
- (e) During the licence period described in special condition 2(c) the Tenant is granted use of the goods lift and loading dock, if applicable, and may use the Car Parking Bays.
- (f) The Tenant must complete the Tenant's Works as soon as practicable.
- (g) If the Tenant has completed the Tenant's Works prior to 1 September 2019, the Tenant may occupy the Premises and may use the Car Parking Bays until and including 31 August 2019 as a licensee for the purposes of carrying on the Permitted Use on the same terms and conditions as this document

except that the Tenant shall only be required to pay to the Landlord the cost of all charges for electricity, gas, water and other consumables consumed in the Premises during such period.

- (h) Except to the extent the same is caused by or contributed to by the Landlord or the Landlord's employees, agents or contractors, the Tenant indemnifies the Landlord from and against all actions, claims, demands, losses, damages, costs and expenses which the Landlord may sustain or incur or for which the Landlord may become liable as a result of any acts caused by the Tenant.

3. SURVEY

- (a) As soon as is practicable and no later than 90 days after the Landlord's Works have been completed the Landlord, at the Landlord's cost, is to arrange for a surveyor to measure the floor area of the Premises in accordance with the Property Council of Australia Limited (ACN 008 474 422) Net Lettable Area Office Buildings – (NLA) method of measurement and to certify the floor area of the Premises. The Tenant shall permit the Landlord's surveyor to enter upon the Premises to measure the Premises.
- (b) The Tenant must make any payments under this document that are calculated or determined by reference to the Floor Area of the Premises on the basis of the approximate floor area of the Premises in Item 3.5 until the Premises have been measured and certified.
- (c) Once the Premises have been measured and certified:
- (i) the certified area shall, for all purposes under this document, be the Floor Area of the Premises throughout the Term; and
 - (ii) any adjustment required to the payments already made by the Tenant under this document is to be made.

4. INCENTIVE

4.1 Amount and application

- (a) The Landlord has agreed to provide, in respect of each year of the initial Term, an incentive to the Tenant equivalent to 37% of the Rent plus GST that, but for this special condition, would be payable during the first year of the initial Term under this document ("**Incentive**") on the terms set out in this special condition.

Calculation of Incentive

$$[37\% \times (\$385 \times 671.2)] \times 5 \text{ plus GST}$$

being $(37\% \times \$258,412) \times 5 \text{ plus GST} = \$478,062.20 \text{ plus GST}$

- (b) The Incentive is to be applied as a combination of a contribution towards the cost of the Tenant's Works and as a rent rebate apportioned over the first 2 years of the initial Term as set out below.

Application of Incentive Based on Approximate Area

Lease
87 Colin Street, West Perth

- (i) part of the rent rebate is to be applied and apportioned evenly over the first year of the initial Term so that amount of Rent payable is equivalent to the amount calculated if the rate was \$335 plus GST per square metre of the Floor Area of the Premises per annum, such part being \$33,560;
- (ii) part of the rent rebate is to be applied and apportioned evenly over the second year of the initial Term so that amount of Rent payable is equivalent to the amount calculated if the rate was \$360 plus GST per square metre of the Floor Area of the Premises per annum, such part being \$16,780; and
- (iii) the remainder of the Incentive being \$426,958 is to be applied as:
 - (A) first a contribution towards the cost of the Tenant's Works; and
 - (B) any remaining Incentive is to be applied evenly as a rent reduction over the initial two years of the initial Term in addition to the rent reductions under special condition 4.1(b).
- (c) The Landlord is to invoice the Tenant in a manner that gives effect to this special condition.

4.2 Contribution towards the cost of the Tenant's Works

- (a) This special condition 4.2 applies to the amount of the Incentive, if any, to be applied as a contribution towards the cost of the Tenant's Works ("**Tenant's Works Contribution Amount**").
- (b) If this special condition 4.2 applies, the Landlord shall pay the Tenant's Works Contribution Amount to the Tenant on a progressive basis. All such payments are to be made within fourteen (14) days after the Tenant has provided a tax invoice from the Tenant to the Landlord for the applicable amount of Tenant's Works Contribution Amount claimed to the Landlord.
- (c) For the sake of clarity, the Tenant will own the items of the Tenant's Works paid for by the Tenant's Works Contribution Amount.

5. ACCESS

- (a) On and from the date the Tenant is permitted to enter the Premises under Special Condition 2(c) or the Temporary Accommodation under Special Condition 6, the Tenant shall be permitted to access and use the Premises and the Car Parking Bays and the Casual Car Parking Bays 24 hours a day seven days a week.
- (b) The Landlord shall provide the Tenant with one fully programmed access card for each 10m² of the Floor Area of the Premises. Any additional access cards required by the Tenant will be charged to the Tenant at their actual cost.

6. TEMPORARY ACCOMMODATION

- (a) For the purposes of this Special Conditions Schedule:

"Available for Occupation" means 40 workstations have been installed in the Premises; and

"Temporary Accommodation" means an area within the Building where 40 of the Tenant's employees have the ability to work.

- (b) If the Premises are not Available for Occupation by the Tenant on 1 September 2019 the Tenant may request and the Landlord agrees to allow the Tenant to use another area in the Building for Temporary Accommodation until the Premises are Available for Occupation.
- (c) The Tenant may occupy the Temporary Accommodation as a licensee for the purposes of carrying on the Permitted Use on the same terms and conditions as this document except that the Tenant shall only be required to pay to the Landlord the cost of all charges for electricity, gas, water and other consumables consumed in the Temporary Accommodation during such period.

7. COMMENCEMENT DATE

- (a) The Term of the lease created by this document shall commence on 1 September 2019 unless the Landlord's Works and the Tenant's Works have not been completed by 1 September 2019 in which case the Term of the lease created by this document shall commence on the earlier of:
 - (i) the date the Tenant commences trading from the Premises; and
 - (ii) the date that the Landlord's Works and the Tenant's Works have been completed.
- (b) The Tenant irrevocably authorises the Landlord and the Managing Agent to complete Item 4.1 by inserting the Commencement Date as determined in accordance with special condition 7(a) when that date is known.

8. CASUAL CAR PARKING BAYS

- (a) Subject to special condition 5(a) of this Special Conditions Schedule, in addition to the Car Parking Bays the Landlord grants to the Tenant and the Tenant takes on a month to month basis commencing on the Commencement Date, a licence to use and occupy two casual car parking bays as shown on the plan showing the car parking bays as "Quintis Forestry – Monthly Bay" annexed to this document as Annexure 2 ("**Casual Car Parking Bays**") for the purpose of parking motor vehicles only.
- (b) All of the terms and conditions in clause 26 of the General Terms and Conditions shall apply, insofar as they can be applied to a monthly licence, to this licence of the Casual Car Parking Bays.
- (b) The Tenant must pay a monthly licence fee for each of the Casual Car Parking Bays equal to the monthly Licence Fee payable in respect of each of the Car Parking Bays.
- (c) Either party may at any time terminate the monthly licence of the Casual Car Parking Bays by giving the other of them at least 30 days written notice, which notice period may expire at any time.

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87 Colin Street, West Perth

- (d) The Landlord will provide the Tenant with 20 remotes for access to the Car Park.

9. BALCONY

- (a) The Landlord grants the Tenant an exclusive licence to use the balcony accessible through the Premises (**Balcony**) for the Term on the basis that the Tenant does not need to pay Rent, a licence fee or any additional contribution in respect of the Balcony.
- (b) The Tenant may install or use any of the Tenant's property (including furniture and BBQ devices) on the Balcony for use by the Tenant.
- (c) The Landlord will provide the Tenant with keys to all doors to the Balcony.
- (d) At the end of the Term, the Tenant must leave the Balcony in a clean and tidy condition (fair wear and tear accepted) and remove all the Tenant's property from the Balcony.

10. END OF TRIP FACILITIES

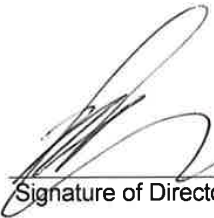

The Tenant will have access to the end of trip facilities within the Building (**End of Trip Facilities**) 24 hours a day 7 days a week at no additional cost to the Tenant, including:

- (a) access to the bicycle rack storage area and lockers on a first come first served basis; and
- (b) basement showers on a first come first serve basis.



Lease
87 Colin Street, West Perth

EXECUTED by the parties as a deed.

Landlord:

EXECUTED by) REALSIDE 87 COLIN PTY LTD) ACN 626 388 672 in accordance with) section 127 of the Corporations Act 2001.)	
 Signature of Secretary/Other Director	Signature of Director
BRETT IRELAND Print Name of Secretary/Other Director in Full	MARK VONIK Print Name of Director in Full

Tenant:

EXECUTED by) QUINTIS FORESTRY LIMITED) ACN 080 139 966 in accordance with section) 127 of the Corporations Act 2001.)	
 Signature of Secretary/Other Director	Signature of Director
PHILLIP COETZER Print Name of Secretary/Other Director in Full	JULIUS MATTHYS Print Name of Director in Full

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87 Colin Street, West Perth

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AGREEMENT as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Actual Outgoings Statement	means an itemised statement of the actual amount of the Outgoings incurred during the relevant Financial Year showing the apportionment to the Tenant.
Air Conditioning Equipment	means all generators, boilers, fans, pumps, plant, cooling towers, electrical installations, fan coil units, ducting, diffusers and other associated equipment belonging to the Landlord used for the manufacture and reticulation of conditioned air in the Building and, as the context requires, includes any of those items.
Amenities	means all water closets, lavatories, grease traps, water apparatus, wash basins, bathrooms, gas fittings, electrical fittings and apparatus and other services belonging to the Landlord contained in or about the Premises or the Building, as the context requires, and includes any of those items.
Building	means: <ul style="list-style-type: none"> (a) the building described in Item 3.3 and all other structures and improvements on the Land from time to time; and (b) all the Plant and Equipment.
Car Parking Areas	means those areas of the Building and the Land designed for use for car parking.
Cleaning Service	means the engagement by the Landlord of contractors for cleaning and waste and other garbage removal.
Commencement Date	means the commencement date of the Term specified in Item 4.1.
Common Areas	means all those parts of the Land and the Building not leased or licensed or intended to be leased or licensed, but intended for use by the occupiers of the Building and their employees, invitees and licensees in common with each other.

CPI	<p>means the Consumer Price Index All Groups (Perth) as published or made available by the Australian Bureau of Statistics on the basis that:</p> <p>(a) the reference base for the index shall be the March quarter 2012;</p> <p>(b) if the Australian Statistician updates the reference base of the index, appropriate arithmetical adjustments will be made to preserve the intended continuity of the calculation; and</p> <p>(c) if the index is discontinued, references to and uses of the index in this document will be replaced by the measurement or indicator which, according to the Landlord's nominated accountant acting as an expert and not an arbitrator, most closely represents movements in economic inflation during the relevant period.</p>
CPI Adjustment Dates	means the date or dates specified in Item 5.3.
Corporations Act	means the Corporations Act, 2001 (Commonwealth) and the Corporations Regulations made under that Act.
Default Interest Rate	means the rate of interest specified in Item 6.
Encumbrances	<p>means:</p> <p>(a) all mortgages, charges, easements, restrictive covenants, encroachments and any other right or interest of any non-party affecting the Land;</p> <p>(b) all reservations and conditions contained in the Crown Grant of the Land; and</p> <p>(c) the specified encumbrances, if any, in Item 3.2.</p>
Estimated Tenant's Share of the Outgoings	means the amount which bears the same proportion to the Estimated Outgoings as the Floor Area of the Premises bears to the NLA;
Estimated Outgoings	means in respect of each Financial Year, the amount the Landlord calculates to be the estimated Outgoings for the relevant Financial Year having regard to previous years' figures.
Estimated Outgoings Statement	means an itemised statement of the Estimated Outgoings and the Estimated Tenant's Share of the Outgoings for the relevant Financial Year.

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Excluded Expenditure	means any expenditure incurred by the Landlord which is: <ul style="list-style-type: none"> (a) the direct responsibility of the Tenant pursuant to this document; (b) the direct responsibility of any other tenant of the Building; or (c) for repairs or replacements to the Building or the Land of a structural or capital nature.
Financial Year	means each period of 12 months commencing on 1 July and expiring on 30 June.
Fire Equipment	means all stop cocks, hydrants, alarms, fire sprinkler systems and distribution pipes, smoke exhaust systems and other fire prevention and fire detection equipment belonging to the Landlord.
Fixed Increase Dates	means the date or dates specified in Item 5.4.
Floor Area of the Premises	means the area determined in accordance with special condition 3 in the Special Conditions Schedule.
GST	means GST within the meaning of the GST Act.
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999.
Guarantor	means the guarantor, if any, described in Item 2.3 (and if more than one, includes each person so described) and, if the guarantor is a corporation, includes its successors and, if the guarantor is a natural person, includes his or her personal representatives.
Insolvency Event	means the happening of any of these events: <ul style="list-style-type: none"> (a) In the case of a corporation: <ul style="list-style-type: none"> (i) an application is made for an order that the corporation be wound up that is not dismissed within 30 days or the corporation is dissolved or wound up; (ii) a liquidator or provisional liquidator is appointed in respect of the corporation; (iii) the corporation enters into a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, except if it does so in order to reconstruct or amalgamate while solvent, (iv) the corporation is or becomes insolvent within the meaning of that expression in section 95A(2) of the Corporations Act or any of the events mentioned in paragraphs (a) to (f)

- inclusive of section 459C(2) of the Corporations Act occurs in respect of the corporation;
- (v) an administrator, a controller, a receiver, a manager, or a receiver and manager is appointed in respect of the corporation or any of its assets and undertaking; or
 - (vi) anything analogous or having a substantially similar effect to any of the events specified above occurs.
- (b) In the case of an individual:
- (i) the individual enters into a scheme of arrangement, composition with or an assignment for the benefit of any of his creditors or any class of creditors;
 - (ii) the individual commits an act of bankruptcy; or
 - (iii) anything analogous or having a substantially similar effect to any of the events specified above occurs.
- Insurance Costs** means the cost of insurance premiums, duty, brokerage and fees payable by the Landlord:
- (a) in relation to the Building, the Land and the Building and the Land:
 - (i) for workers' compensation and employer's liability insurance (both statutory and common law); and
 - (ii) for public liability insurance;
 - (b) for insurance on the Building, the Plant and Equipment and all improvements of an insurable nature in the Building including a Landlord's industrial special risks policy; and
 - (c) for any other insurance effected by the Landlord in relation to any risk associated with the Landlord's ownership or interest in the Building, the Land and the Building and the Land.
- Item** means the specified item in the Reference Schedule at the front of this document.
- Land** means the land described in Item 3.1 and includes any additional land that is developed or used from time to time as part of or in conjunction with the Building.
- Landlord** means the person or corporation described in Item 2.1 (and if more than one, includes each person or corporation so described) and, if a corporation, includes its successors and permitted assigns and, if a natural person, includes his or her personal representatives, successors and permitted assigns.

Landlord's Rights

means:

- (a) the right to enter upon the Premises with workmen and materials:
 - (i) to carry out works required by law or for ensuring the safety and preservation of the Premises or of any adjacent premises; and
 - (ii) to erect, install or repair in or about, and remove from, the Premises any plant, equipment, drains, conduits, pipes, mains, cables, electric or other wires required for any service to the Building;
- (b) the right to construct or carry out changes, extensions and additions to the Building and, in doing so, the Landlord may:
 - (i) encroach upon the Car Parking Areas and other parts of the Common Areas and occupy or allow any other person to occupy any area encroached upon to the exclusion of the Tenant and all other tenants of the Building;
 - (ii) erect additional floors or otherwise use the air space above the Building; and
 - (iii) temporarily interrupt the water, gas, electrical, air conditioning and other services to the Premises;
- (c) the right to use for any purpose the roof and all exterior walls of the Building including:
 - (i) the right to erect and display advertising signs on them; and
 - (ii) the right to erect solar panels on them;
- (d) the right to deal with including sell electricity generated by any solar panels erected on the roof or exterior walls of the Building to any person;
- (e) the right to erect and display "for sale" signs, and during the last 6 months of the Term, "to let" signs upon the Premises;
- (f) the right to grant easements or enter into other agreements relating to the provision of public or private access to and egress from the Land, the Building or the Land and the Building, the support of structures on adjoining land or the provision of services to the Land or adjacent land;
- (g) the right to create, at any time, one or more Security Interest over the Land; and
- (h) the right to show the Premises to any prospective purchaser and, during the last 6 months of the Term, to any prospective tenant.

Lease Year	<p>means respectively:</p> <p>(a) the period from the Commencement Date to the next 30 June;</p> <p>(b) each successive Financial Year; and</p> <p>(c) the period from 1 July in the last year of the Term to the date of expiration of the Term.</p>
Management Fees	<p>means all fees payable to the Managing Agent or otherwise charged by the Landlord in respect of the collection of the rents and other money from the Building or the management of the Building and the Land.</p>
Managing Agent	<p>means the agent, if any, appointed by the Landlord from time to time to manage the Building (and, if no agent has been appointed, means the Landlord's employee or related entity performing the functions of Managing Agent for the Landlord).</p>
Market Dispute Notice	<p>means a notice given by the either party to the other under clause 4.2(a)(i) stating:</p> <p>(a) that in the opinion of the party giving the notice, the amount proposed by the party giving the relevant Market Review Notice exceeds the Market Rent; and</p> <p>(b) the opinion of the party giving the notice of the Market Rent.</p>
Market Rent	<p>means the best, current, open market annual rental value that can be reasonably obtained for the Premises at the relevant Market Review Date:</p> <p>(a) on the basis that the Premises are available for leasing for the Term and any additional term arising from the exercise of any option to extend granted by this document and disregarding the fact that part of the Term will have elapsed at the relevant Market Review Date;</p> <p>(b) on the terms and conditions contained in this document;</p> <p>(c) on the basis that the Tenant's Obligations have been fully performed at the relevant Market Review Date;</p> <p>(d) without taking into account the Tenant's fixtures and fittings and any other improvements and installations erected or installed at the Tenant's expense which the Tenant may remove at the expiration of the lease created by this document, but taking into account permanent structural or other improvements to the Premises installed at the Tenant's expense and which the Tenant is not permitted to remove at the expiration of the lease created by this document;</p> <p>(e) having regard to current, open market annual rental values of comparable premises, whether vacant or</p>

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occupied and whether the rental value of those premises has been arrived at through new lettings or rent reviews or renewals of existing tenancies or otherwise;

- (f) if the Premises or the Building have been damaged or destroyed, assuming that the Premises or the Building have been reinstated; and

but ignoring:

- (a) any rent free period or other benefit, incentive, bonus, financial contribution or other concession customarily or at any time offered or likely to be offered to new tenants of vacant premises or to any tenant of the Building;
- (b) any value attaching to goodwill created by the Tenant's occupation of the Premises;
- (c) any deleterious condition of the Premises resulting from any work carried out on the Premises by the Tenant or from any breach of the Tenant's Obligations; and
- (d) any decrease in the value of the Premises by reason of the occupancy or use of the Premises by the Tenant or any person deriving an interest in the Premises through the Tenant.

Market Review Dates

means the date or dates specified in Item 5.2.

Market Review Notice

means a notice given by the either party to the other under clause 4.2(a) evidencing the relevant party's election that the Rent be reviewed as at the relevant Market Review Date and specifying the rent which the party issuing the notice proposes be paid from the relevant Market Review Date.

NLA

means the net lettable area of the Building calculated from time to time in accordance with the Property Council of Australia Limited ACN 008 474 422 Net Lettable Area Office Buildings – (NLA) method of measurement and being the area certified by the Landlord's surveyor whose certificate is conclusive evidence of the NLA, except in the case of manifest error.

Occupancy Costs

means the Rent, Tenant's Share of the Outgoings, Rates and Taxes, Insurance Costs, Licence Fee and all other money payable by the Tenant under this document and, where the context permits, includes any part.

Outgoings

means the total of all amounts paid or payable by the Landlord in a Financial Year in respect of the Building, the Land and the Building and the Land (other than the Excluded Expenditure) in respect of and including:

(a) **Insurance**

all Insurance Costs;

(b) **Rates and Taxes**

all Rates and Taxes;

(c) **Cleaning and Maintenance**

the cost of cleaning, operating, servicing, maintaining, painting and repairing:

(i) the Common Areas;

(ii) the Building;

(iii) the Plant and Equipment; and

(iv) the Amenities;

(d) **Car Parks**

the costs of painting and repainting car park line markings and the replacement, construction and maintenance of refuse receptacles, directional signs and other markers in the Car Parking Areas;

(e) **Power**

the costs of electricity and other sources of power consumed in the operation, lighting and maintenance of the Building and the Common Areas;

(f) **Air Conditioning**

the cost of electricity or other sources of power consumed in the operation of the Air Conditioning Equipment and all costs of or incidental to the operation of the Air Conditioning Equipment including repairs and maintenance, fuel, grease and refrigerant gas;

(g) **Water and Sewerage**

the cost of operating, repairing and maintaining any private water supply or sewerage treatment or disposal plant;

(h) **Fire Equipment**

the cost of operating, repairing and maintaining all Fire Equipment;

(i) **Caretaking and Security**

the cost of caretaking and security services including charges by contractors, monitoring fees, the cost of repairing, maintaining and leasing security equipment, land line and tie line fees and rentals, and the cost of the repair and replacement of locks, keys and cards;

(j) **Garbage Disposal**

the cost of collecting and disposing of garbage and refuse from the Building and the costs of employing employees and charges payable to contractors

engaged to collect and dispose of garbage and refuse including disposal of sharp objects;

(k) **Management**

all Management Fees;

(l) **Equipment and Amenities Testing**

fees and charges payable to any person or Relevant Authority relating to the servicing, inspecting and testing of the Plant and Equipment and Amenities;

(m) **Equipment Leasing**

the cost of leasing plant and equipment for the operation, repair, maintenance and cleaning of the Building;

(n) **Meter Rentals**

all meter rentals and meter reading fees and charges paid to any supplier of electricity, gas or water or to any Relevant Authority;

(o) **Amenities and facilities**

the cost associated with the provision, maintenance and upkeep of common facilities and amenities for the benefit of tenants and customers of the Building including, but not limited to, public toilets, public address and background music systems and equipment, emergency communications systems, and garbage storage areas;

(p) **Accounting and Audit Fees**

all accounting and audit fees and charges in respect of the preparation, verification and provision of statements relating to the Outgoings including audit certificates and reports;

(q) **Emergency Procedures**

the costs of testing, implementing and rehearsing any emergency and evacuation procedures in or about the Building;

(r) **Pest Control**

the cost of pest, weed and vermin control;

(s) **Gardening**

the cost of providing, maintaining and servicing all indoor and outdoor gardens and plants;

(t) **Licences**

the costs of procuring or maintaining any licences which the Landlord is required to hold in respect of the Building;

(u) **Energy Efficiency**

all costs of and incidental to:

(i) obtaining and or maintaining an energy efficiency rating in respect of the Building (for instance a NABERS rating) including the costs to monitor energy consumption and all costs, charges and expenses of accredited contractors and consultants engaged by the Landlord in relation to obtaining and or maintaining an energy efficiency rating in respect of the Building:

(ii) obtaining an annual building energy efficiency certificate as that expression is defined in the Building Energy Efficiency Disclosure Act 2010 (Cth); and

complying with the Landlord's obligations under the Building Energy Efficiency Disclosure Act 2010 (Cth); and

(v) **Other**

any other costs and expenses reasonably and properly incurred in the repair, operation or maintenance of the Building.

Permitted Use means the use of the Premises permitted pursuant to clause 8.1.

Plant and Equipment means the Air Conditioning Equipment, Fire Equipment, security alarms and systems, escalators, lifts, signs, traffic regulation and control equipment and all other plant, equipment, machinery, floor coverings, fixtures and fittings erected or installed in or about the Building belonging to the Landlord and includes any of those items.

Premises means the premises (and, where the context permits, includes any part of those premises) located in the Building as shown on the Premises Plan and described in Item 3.4 (including all the Plant and Equipment erected or installed in the Premises) and extending to:

- (a) the upper surface of the floor plate of the Premises;
- (b) the lower surface of the structural ceiling plate of the Premises;
- (c) the outer surface of any plate glass window and any door where the window or door forms part of the boundary of the Premises;
- (d) the middle point of any inter-tenancy walls and walls which divide the Premises from the Common Areas; and
- (e) the inner surface of any external wall of the Building.

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Premises Plan	means the plan of the Premises annexed to this document as Annexure 1 for the sole purpose of identifying the Premises.
Rates and Taxes	means all rates, charges and other levies payable to the local council (including emergency services levies and car parking levies to the extent they are not recovered from users of the Building's car parking bays), all taxes (including land tax and metropolitan region improvement tax, on the basis that the Land is the only land owned by the Landlord) and all water (including the cost of water consumption), sewerage and other rates and all other charges, assessments, outgoings and impositions whatsoever assessed, charged or imposed by any Relevant Authority in respect of all or any of the Building, the Land, and the Building and the Land.
Reference Schedule	means the reference schedule attached to and forming part of this document.
Relevant Authority	means any body or corporation or any municipal, government, statutory or non-statutory authority or body having authority or jurisdiction over the Building or to whose systems the Building or the Land is connected at any time.
Rent	means the annual rent payable under this document specified in Item 5.1, as varied from time to time in accordance with this document.
Rent Review Dates	means each of the dates specified in Items 5.2, 5.3, and 5.4, being respectively the Market Review Dates, CPI Adjustment Dates and Fixed Increase Dates.
Security Interest	means any mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or compliance with any other obligation.
Special Conditions Schedule	means the special conditions schedule attached to and forming part of this document.
Tenant	means the person or corporation so described in Item 2.2 (and if more than one, includes each person or corporation so described) and, if a corporation, includes its successors and permitted assigns and, if a natural person, includes his or her personal representatives, successors and permitted assigns.
Tenant's Obligations	means the terms and conditions in or implied in this document or imposed by law, to be observed or performed by the Tenant.

Tenant's Share of the Outgoings means, in respect of each Financial Year during the Term, the amount calculated in accordance with the following formula:

$$\frac{LS \times N \times O}{Y} \text{ Where:}$$

- LS = the proportion (expressed as a percentage) obtained by dividing the Floor Area of the Premises by the NLA from time to time;
- N = the number of days of the Term in the relevant Lease Year;
- O = the Outgoings for the relevant Financial Year; and
- Y = the number of days in the relevant Financial Year.

Term means the term specified in Item 4.1 and, when the context so requires, includes any renewal, extension or holding over of that term.

Termination Date means the date specified in Item 4.1.

Valuer means a natural person who:

- (a) is licensed under the Land Valuers Licensing Act 1978;
- (b) has not less than 5 years relevant experience (including not less than 2 years relevant experience in Western Australia); and
- (c) is a member of the Australian Property Institute Inc. (Western Australian Division); and
- (d) is independent from the Tenant and Landlord and their related bodies corporate

Valuers Panel Notice means a notice given by the Landlord to the Tenant under clause 4.2(a)(iii) naming 3 Valuers.

1.2 Other References

In this document, unless the context otherwise requires:

- (a) references to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them;
- (b) words importing the singular number include the plural and vice versa and words importing the masculine include the feminine and neuter genders and vice versa;

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- (c) if any form of the word "include" is used, it is to be read as if followed by the words "without limitation";
- (d) where two or more persons are the Tenant or the Guarantor the covenants and obligations on their part bind them jointly and each of them severally;
- (e) reference to a person includes a corporation and vice versa;
- (f) reference to "this document" includes the Reference Schedule, the Special Conditions Schedule, the General Terms and Conditions and all annexures to this document;
- (g) reference to the schedules means the schedules of this document;
- (h) reference to "the lease created by this document" includes the lease of the Premises and any other right, licence or interest in the Premises or the Building held by the Tenant pursuant to or by virtue of this document or at law or in equity;
- (i) a provision of this document prohibiting the Tenant from doing a thing requires the Tenant to ensure compliance with that provision by the Tenant's employees, agents, contractors and sub-tenants;
- (j) an act or omission of any of the Tenant's employees, agents, contractors, sub-tenants or visitors to the Premises is deemed to be the act or omission of the Tenant;
- (k) where an obligation is imposed upon any party, all costs of compliance with or performance of that obligation must be paid by that party; and
- (l) a reference to any authority or body includes a reference to any authority or body which has replaced the original authority or body or which has taken over the role of the original authority or body.

1.3 Headings and Index

Headings and the index have been included for ease of reference and, except for the schedules, none of the terms or conditions of this document are to be construed or interpreted by reference to the headings or the index.

1.4 Business Days

Where the day on or by which any act, matter or thing is to be done is a Saturday, a Sunday or a public holiday in Western Australia, such act, matter or thing may be done on the next succeeding day which is not a Saturday, a Sunday or a public holiday in Western Australia.

2. GRANT OF LEASE

The Landlord grants to the Tenant:

- (a) a lease of the Premises;

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- (b) the non-exclusive right to use the Amenities including without limitation the bathroom facilities on Level 1 of the Building, cleaners' cupboard on Level 1 of the Building and End of Trip Facilities; and
- (c) the non-exclusive right to pass over and use the Common Areas and common amenities for the purposes designated by the Landlord in common with other tenants of, and visitors to, the Building,

for the Term subject to:

- (d) the Encumbrances;
- (e) the Landlord's Rights; and
- (f) the payment of the Occupancy Costs and the observance and performance of all the other Tenant's Obligations,

on the terms and conditions in this document.

3. QUIET ENJOYMENT AND EXERCISE OF LANDLORD'S RIGHTS

- (a) For so long as the Tenant pays the Occupancy Costs and observes and performs all of the other Tenant's Obligations, the Tenant is entitled to have the right to quiet enjoyment of the Premises and may, subject to the terms and conditions of this document, peaceably occupy and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or from any person claiming through or under the Landlord.
 - (b) When exercising any of the Landlord's Rights, the Landlord will:
 - (i) except in the case of an emergency, give the Tenant reasonable prior notice;
 - (ii) exercise all due care;
 - (iii) as far as practicable, cause minimal disruption and inconvenience to the Tenant and the Tenant's occupation and use of the Premises; and
 - (iv) rectify any damage caused to the Premises or any property of the Tenant.
-

4. RENT AND RENT REVIEWS

4.1 Rent

The Tenant must pay the Rent by equal calendar monthly instalments in advance on the 1st day of each month except the first payment is to be made on or before the Commencement Date.

4.2 Market Reviews

- (a) Either party may elect to review the Rent as at a Market Review Date by giving a Market Review Notice to the other at any time before the relevant

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Market Review Date in which case the time periods, actions and outcomes set out in the following table apply:

	Time period	Action	Outcome
(i)	Within 10 business days after the relevant party receives a Market Review Notice.	The party receiving the Market Review Notice may give a Market Dispute Notice to the Landlord.	If, within the time specified in this clause: (A) the party providing the Market Review Notice does not receive a valid Market Dispute Notice, the Rent payable with effect from the relevant Market Review Date is the amount proposed in the Market Review Notice; or (B) the other party receives a valid Market Dispute Notice, clause 4.2(a)(ii) applies.
(ii)	Within 10 days after the party giving the Market Review Notice receives a Market Dispute Notice.	The Landlord and the Tenant must try to agree on a Valuer to be appointed to determine the Rent payable with effect from the relevant Market Review Date.	If, within the time specified in this clause: (A) the Landlord and the Tenant agree on the Valuer to be appointed, the appointed Valuer is to determine the Market Rent in accordance with clause 4.2(b); or (B) the Landlord and the Tenant do not agree on the Valuer to be appointed clause 4.2(a)(iii) applies.
(iii)	Within 10 days of the time specified in clause 4.2(a)(ii).	The Landlord must give the Tenant a Valuers Panel Notice. If the Landlord fails to give the Tenant a Valuers Panel Notice within 10 days of the time specified in clause 4.2(a)(ii), then the Tenant may give the Landlord a Valuers Panel Notice within 20 days of the time specified in clause 4.2(a)(ii).	If the Landlord gives the Tenant a Valuers Panel Notice, clause 4.2(a)(iv) applies.
(iv)	Within 7 days after the Tenant receives a	The Tenant must nominate one of the Valuers named in the Valuers Panel Notice	If, within the time specified in this clause: (A) the Landlord does not receive written notice of

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	Time period	Action	Outcome
	Valuers Panel Notice.	and inform the Landlord in writing of the Tenant's nominated Valuer.	<p>the Tenant's nominated Valuer, the Landlord may appoint one of the Valuers named in the Valuers Panel Notice on behalf of the Tenant and, when made, that appointment is binding on the Tenant and the appointed Valuer is to determine the Rent payable with effect from the relevant Market Review Date in accordance with clause 4.2(b); or</p> <p>(B) the Landlord receives written notice of the Tenant's nominated Valuer, the nominated Valuer is to determine the Rent payable with effect from the relevant Market Review Date in accordance with clause 4.2(b).</p>

- (b) If this clause applies, the Rent payable with effect from the relevant Market Review Date is the amount which is the greater of:
- (i) the Rent payable immediately before the relevant Market Review Date; or
 - (ii) the Valuer's determination of the Market Rent in accordance with the definition of Market Rent in this document.
- (c) If any Valuer nominated or appointed under clause 4.2(a):
- (i) fails to determine the Rent payable with effect from the relevant Market Review Date within 28 days of accepting the appointment to act;
 - (ii) becomes incapacitated or dies before determining the Rent payable with effect from the relevant Market Review Date; or
 - (iii) resigns before determining the Rent payable with effect from the relevant Market Review Date,

the Landlord may request the Tenant to nominate 1 of the other Valuers named in the Valuers Panel Notice until all the named Valuers have been exhausted, in which case either the Landlord or the Tenant may request the President of the Australian Property Institute (Western Australia Division) to appoint a Valuer.

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- (d) If clause 4.2(c) applies, the Tenant must make its nomination and notify the Landlord in writing of the name of the nominated Valuer within 7 days after being requested to do so by the Landlord. If the Tenant does not notify the Landlord in writing within the time specified in this clause, the Landlord may appoint 1 of the 2 remaining Valuers named in the Valuers Panel Notice on behalf of the Tenant and, when made, that appointment will be binding on the Tenant.
- (e) The costs of any Valuer appointed under clauses 4.2(a) or 4.2(c) must be paid equally by the Tenant and Landlord.
- (f) Until the Rent payable with effect from a Market Review Date is agreed or determined, the Tenant must pay to the Landlord the amount payable immediately before the relevant Market Review Date and any adjustment which may be necessary is to be made immediately after the Rent payable with effect from the relevant Market Review Date is agreed or determined.
- (g) Time is of the essence in respect of the time periods specified in clauses 4.2(a), 4.2(c) and 4.2(d).

4.3 CPI Adjustments

The Rent payable with effect from each CPI Adjustment Date is the amount that is the greater of:

- (a) the Rent payable immediately before the relevant CPI Adjustment Date; and
- (b) the amount calculated according to the following formula:

$$\mathbf{R\ new\ =\ R\ Previous\ +\ (CPI\ movement\ x\ R\ previous)}$$

Where:

"**CPI movement**" is the difference (expressed as a percentage) between the CPI as determined for the quarter ending immediately before the relevant CPI Adjustment Date ("**CPI New**") and the CPI as determined for the quarter ending immediately before the Commencement Date (in the case of the first Rent Review Date) or the previous Rent Review Date (in all other cases) ("**CPI Old**") calculated as follows:

$$\frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}} \quad \times \quad \frac{100}{1}$$

"**R new**" is the Rent to be paid from the relevant CPI Adjustment Date; and

"**R previous**" is the Rent payable (or which, but for any rent reduced or rent free period, would have been payable) immediately prior to the relevant CPI Adjustment Date.

4.4 Fixed Increases

The Rent payable with effect from each Fixed Increase Date is the amount calculated according to the following formula:

$$\mathbf{R\ new\ =\ (FI\% \times R\ previous) + R\ previous}$$

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Where:

"R new" is the Rent to be paid from the relevant Fixed Increase Date;

"FI%" is the agreed percentage amount by which the Rent is to be increased on the relevant Fixed Increase Date as specified in Item 5.4; and

"R previous" is the Rent payable (or which, but for any rent reduced or rent free period, would have been payable) immediately prior to the relevant Fixed Increase Date.

4.5 General

- (a) The Landlord will not, by reason of its failure to increase the Rent under clause 4.4, forfeit its right to increase the Rent.
 - (b) The Rent once reviewed or increased is to be backdated to and be payable from the relevant Rent Review Date.
-

5. OUTGOINGS

5.1 Tenant to Pay Tenant's Share of the Outgoings

- (a) The Tenant must pay the Tenant's Share of the Outgoings in respect of each Lease Year.
- (b) The Tenant must pay the Estimated Tenant's Share of the Outgoings on account of the Tenant's Share of the Outgoings by equal calendar monthly instalments in advance on the 1st day of each month except the first instalment is to be made on or before the Commencement Date.
- (c) The Tenant must not withhold any payment on account of the Tenant's Share of the Outgoings or tender any lesser amount than the amount specified by the Landlord.

5.2 Landlord's Estimate

- (a) The Landlord is to provide to the Tenant, before the commencement of each Lease Year or as soon as is reasonably practicable after that date, an Estimated Outgoings Statement.
- (b) The Landlord may, during any Financial Year, provide the Tenant with a revised Estimated Outgoings Statement for that Financial Year and the Tenant must pay to the Landlord the revised Estimated Tenant's Share of the Outgoings.
- (c) If any item of the Outgoings is calculated or assessed for a period other than a Lease Year or varies during any year, the Landlord is entitled to make an apportionment so far as may be necessary, to allocate that item on a fair and reasonable basis (in respect of which the Landlord's determination shall be final and binding on all parties).

5.3 Landlord to determine actual Outgoings

The Landlord must:

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- (a) determine the actual amount of the Outgoings and the Tenant's Share of the Outgoings; and
 - (b) give the Actual Outgoings Statement to the Tenant,
- as soon as is reasonably practicable after the end of each Financial Year.

5.4 Yearly Adjustment

- (a) The Actual Outgoings Statement is prima facie evidence of the matters stated in it.
- (b) If the Tenant's Share of the Outgoings exceeds the Estimated Tenant's Share of the Outgoings in any Lease Year, the Tenant must pay the deficiency to the Landlord within 7 days after receiving the Actual Outgoings Statement.
- (c) If the Tenant's Share of the Outgoings is less than the Estimated Tenant's Share of the Outgoings in any Lease Year, the Landlord may either credit the excess against the next instalment or instalments on account of the Tenant's Share of the Outgoings or pay the excess to the Tenant.

5.5 Insurance Costs may be recovered separately

The Landlord may elect, by requesting payment, to recover the Insurance Costs for any Lease Year or Lease Years under this clause instead of recovering them as part of the Outgoings under clause 5.1, in which case:

- (a) subject to clause 5.5(b), the Tenant must pay to the Landlord on demand the same proportion of the Insurance Costs as the Floor Area of the Premises bears to the NLA; and
- (b) an apportionment on a daily basis is to be made in the amount of Insurance Costs for the first and last Lease Years during the Term.

5.6 Rates and Taxes may be recovered separately

The Landlord may elect, by requesting payment, to recover the Rates and Taxes for any Lease Year or Lease Years under this clause instead of recovering them as part of the Outgoings under clause 5.1, in which case:

- (a) subject to clause 5.6(b), the Tenant must pay to the Landlord, the same proportion of the Rates and Taxes as the Floor Area of the Premises bears to the NLA; and
- (b) an apportionment on a daily basis is to be made in the amount of Rates and Taxes for the first and last Lease Years during the Term.

5.7 Additional Benefits

Where the Premises are used outside the outside the hours nominated in clause 16.1 or the Premises benefit from or are served by any special service, facility or thing provided by the Landlord for the Tenant only, or for some of the tenants of the Building only and, as a consequence, the cost of an item of the Outgoings is increased, the Landlord, acting reasonably, may make a separate calculation in respect of that item

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and recover the increased cost or an appropriate proportion of the increased cost, as the case may be, from the Tenant.

6. OTHER CHARGES PAYABLE BY TENANT

6.1 Electricity

- (a) The Tenant must pay all actual charges for electricity used in the Premises, and for meter reading.
- (b) If so required by the Landlord, the Tenant shall purchase through or from the Landlord or the Landlord's nominated contractor all of the Tenant's requirements for electricity to be used or consumed by the Tenant at or in relation to the Premises.
- (c) If the Tenant acquires its electricity supply from or through the Landlord or the Landlord's nominated contractor rather than directly from the electricity supplier, the Landlord or the Landlord's nominated contractor is to charge the Tenant in accordance with the electricity supplier's schedule of tariffs applicable to the amount of electric current consumed by the Tenant in the locality in which the Building is situated without any mark-up or administration levy ("**Schedule of Tariffs**") together with a reasonable fee for reading the meter.

6.2 Gas

The Tenant must pay all actual charges for gas used in the Premises and for meter reading without any mark-up or administration levy.

6.3 Water

If a separate water meter is installed in or for the Premises, the Tenant must pay all charges for water consumed in the Premises, and for meter reading without any mark-up or administration levy.

6.4 Cleaning Service

- (a) If the Landlord provides a Cleaning Service for the Premises, the Tenant must use the Cleaning Service provided by the Landlord unless the Tenant is dissatisfied with the Cleaning Service provided by the Landlord (in which case the Tenant may elect to use its own cleaner provided the Landlord's consent (which consent is not to be unreasonably withheld) to do so is first given to the Tenant).
- (b) If the Tenant agrees use a Cleaning Service for the Premises provided by the Landlord, the Tenant must:
 - (i) grant access to the Premises for such purpose outside the hours nominated in clause 16.1;
 - (ii) not use any Cleaning Service other than that provided by the Landlord; and
 - (iii) pay all costs incurred by the Landlord.

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6.5 After Hours Air conditioning

- (a) In this document:

After Hours means all times outside of the hours of 8am to 6pm Monday to Friday (other than public holidays in Western Australia).

After Hours Air Conditioning Hourly Rate means the amount specified in Item 9, as varied in accordance with this document.

- (b) If the Air Conditioning Equipment providing conditioned air to the Premises is switched on After Hours to provide conditioned air to the Premises the Tenant must pay to the Landlord on demand the After Hours Air Conditioning Hourly Rate for each hour or part thereof that the Air Conditioning Equipment providing conditioned air to the Premises is kept on during After Hours.
- (c) The Tenant and the Landlord may by agreement in writing (acting reasonably) do either or both of the following:
- (i) alter the After Hours; and
 - (ii) vary the After Hours Air Conditioning Hourly Rate.

6.6 Consents

If the Tenant requests the consent of the Landlord under any provision of this document, the Tenant must pay to the Landlord all costs reasonably incurred by the Landlord in considering the Tenant's request, whether or not the consent is granted.

6.7 Additional Services and Access Cards

The Tenant must pay to the Landlord the amount of all costs and expenses incurred by the Landlord at the request of the Tenant:

- (a) in undertaking any alterations, repairs or maintenance to or for the Premises;
- (b) in providing any special, additional or unusual services for the Tenant; or
- (c) in providing any additional or replacement access cards or access keys for the Building.

6.8 Legal Fees and Duty

- (a) The Landlord and the Tenant must pay their costs and disbursements in respect of the lease created by this document including their own solicitors' costs and disbursements of and incidental to the negotiation, preparation and execution of this document.
- (b) The Tenant must pay, when requested to do so by the Landlord, all duty assessed on this document and any extension or renewal of this document.
- (c) The Tenant must pay to the Landlord all direct costs (including legal fees on a full indemnity basis) incurred by the Landlord to the extent such costs are incurred due to the Tenant being in breach of any of the Tenant's Obligations, however this indemnity will not apply:

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- (i) in relation to any action by the Landlord against the Tenant where the Tenant disputes being in breach and a court has ruled in the Tenant's favour; or
- (ii) if the Landlord and Tenant agree otherwise in writing.

6.9 Payments to Relevant Authorities

The Tenant must pay:

- (a) all Rates and Taxes which are assessed, charged or imposed on or in respect of the Premises only, by payment made direct to the Relevant Authority not later than the due date for payment; and
- (b) to each Relevant Authority all licence fees, duties, taxes and other charges imposed on the Tenant from time to time in relation to or arising from the conduct of the Tenant's business at the Premises or the Tenant's occupation of the Premises.

6.10 Timing of Payments

Unless otherwise specified, the Tenant must pay:

- (a) all amounts payable to the Landlord under this clause 6, within 7 days after the Landlord gives the Tenant an invoice or other written request for payment of the relevant amount; and
- (b) all amounts payable to any other party under this clause 6, on or before the due date for payment as specified by that other party.

7. GOODS AND SERVICES TAX

- (a) Except as expressly stated otherwise in this document, all amounts payable or considerations to be provided under this document are exclusive of GST.
- (b) Despite any other provision of this document, if GST is imposed on any supply made by the supplier under this document, the recipient must pay to the supplier an amount equal to the GST payable on the supply at the same time that payment for the supply must be made.
- (c) If this document requires a party to reimburse any other party for any costs incurred, the amount that must be reimbursed is the amount which is the sum of:
 - (i) the amount of the costs net of input tax credits (if any) to which the party to be reimbursed is entitled in respect of the costs; and
 - (ii) if the payment of the costs is consideration for a taxable supply, any GST payable in respect of the costs.
- (d) If the supplier makes a taxable supply to the recipient under this document, the supplier must provide a tax invoice to the recipient at or before the time of the payment of the supply.

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- (e) If at any time an adjustment event arises in respect of any supply made by the supplier under this document, the supplier must provide the recipient with an adjustment note immediately upon becoming aware of the adjustment event. Where an adjustment event arises, a corresponding adjustment will be made between the supplier and the recipient in respect of any GST paid.
-

8. USE OF THE PREMISES

8.1 Permitted Use

- (a) The Tenant must use the Premises only as an office.
- (b) The Tenant must not, without the Landlord's prior written consent, use the Premises for any purpose other than as an office.

8.2 Legal Requirements

- (a) The Tenant must observe, perform and fulfil all the requirements of all statutes, regulations, ordinances and by-laws, insofar as they apply to the Premises or the number of the Tenant's employees.
 - (b) Clause 8.2(a) does not require the Tenant to carry out structural alterations or additions to the Premises unless they are required because of the number of the Tenant's employees.
-

9. RESTRICTIONS ON USE OF PREMISES

9.1 Nuisance or Injurious Conduct

The Tenant must not:

- (a) carry on any noxious, offensive or illegal business, occupation or practice in the Premises; or
- (b) do any act or thing, or use any plant or machinery in the Premises which, through noise, odours, vibration or otherwise, is a nuisance or causes damage or disturbance to any other tenant of the Building or to the Landlord.

9.2 Use of Amenities

The Tenant must not:

- (a) use the Amenities contained in or connected to the Premises for any purposes other than those for which they were constructed; or
- (b) place in the Amenities any sweepings, rubbish, rags or other substances which may damage, block or harm the Amenities.

9.3 No Interference

The Tenant must not alter, move or otherwise interfere with or damage the Plant and Equipment or the Amenities.

9.4 Holing of Walls

- (a) The Tenant must not install or attach any fixtures or fittings or make holes in, mark or damage any of the walls, ceilings or other parts of the Premises except with the Landlord's prior written approval (not to be unreasonably withheld).
- (b) The Tenant must immediately reinstate, repair and make good any damage caused by the installation or removal of its fixtures or fittings.
- (c) The prohibition in clause 9.4(a) does not apply to any internal partitioning installed by the Tenant at its own expense.

9.5 Not To Pollute

- (a) The Tenant must not cause pollution in or contamination of the Premises or the Building.
- (b) The Tenant must collect and dispose of all garbage, waste matter and other pollutants from the Premises at a place and in a manner required or approved by the Landlord and all Relevant Authorities having control over the disposal of waste matter and the protection of the environment.

9.6 Assumption of Risk By Tenant

- (a) The Tenant agrees to occupy and use the Premises at its own risk.
- (b) The Landlord is not liable to the Tenant for any loss or damage suffered by the Tenant caused by water, heat, fire, electricity, vermin, explosion, blockage, overflow, bursting pipes or by the entry of water from any source except to the extent the loss or damage is caused by the Landlord's own wilful act or negligence.
- (c) The Tenant indemnifies the Landlord from and against all losses, damages, costs and expenses which the Landlord may sustain or incur, or for which the Landlord may become liable during or after the Term in any way connected with the Tenant's use or occupation of the Premises unless the loss, damage, cost or expense is caused by the Landlord's own wilful act or negligence.

9.7 Inflammable Substances

The Tenant must not use within or store upon the Premises any chemicals, acetylene, alcohol or any solid, liquid or gas of any inflammable, volatile or explosive nature and will not use any of those items in the Premises for any purpose unless that item is necessary for the normal conduct of the Tenant's business.

9.8 Light and Power

- (a) The Tenant must not use any form of light, power or heat other than electric current or gas supplied through meters in the Building except for auxiliary power or lighting (other than exposed flame) during any period of power failure or power restrictions.
- (b) The Tenant must, if so required by the Landlord, purchase through or from the Landlord all of the Tenant's requirements for electricity and gas to be used or consumed by the Tenant at or in relation to the Premises.

9.9 Electrical Overloading

- (a) The Tenant must not, without the Landlord's prior written consent, install any electrical equipment on or in the Premises that may overload the cables, switchboards or sub-boards through which electricity is supplied to the Premises.
- (b) If the Landlord grants its consent under clause 9.9(a), any alterations necessary to comply with the requirements of the Landlord's insurance underwriters and any applicable statutes, regulations, ordinances or by-laws will be effected by the Landlord at the expense of the Tenant. The Tenant must pay the cost of the alterations to the Landlord on demand.
- (c) The Landlord may require the Tenant to deposit with the Landlord the estimated cost of any alterations before they are commenced.

9.10 Method of Air Conditioning

Unless conditioned air is not available or the Air Conditioning Equipment is not functioning efficiently, the Tenant must not use any other method of air conditioning (either heating or cooling) except the Air Conditioning Equipment without the Landlord's prior written consent, which consent will not be unreasonably refused.

9.11 Overloading of Floors

- (a) The Tenant must not permit the floors of the Premises to be broken, strained or damaged by overloading.
- (b) The Tenant must not load any part of the ceiling or roof structure of the Premises without the Landlord's prior written consent.

9.12 Master key system

- (a) The Tenant must use the master key system enabling access to the Premises installed in the Building by the Landlord.
- (b) The Tenant must not install in the Premises:
 - (i) any door lock, mechanism or other device preventing access to the Premises or any part of the Premises; or
 - (ii) any security system,without the Landlord's prior written consent.

9.13 Energy Efficiency Rating

- (a) The Tenant must use all reasonable endeavours to:
 - (i) minimise any negative effect of its use and occupancy of the Premises on the Building's energy efficiency; and
 - (ii) comply with the requirements reasonably notified by the Landlord at any time or times for the purpose of applying for or maintaining an energy efficiency rating in respect of the Building (for instance a NABERS rating).

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- (b) The Tenant must not make any alterations to the Premises or bring anything into the Premises which results in a reduction in the Building's energy efficiency rating.
- (c) The Tenant will not make any claim against the Landlord and the Landlord will have no liability to the Tenant in relation to any energy efficiency rating that may be achieved, at any time in the future, not being maintained.

9.14 No Animals

The Tenant must not bring any bird, animal or reptile upon any part of the Common Areas or the Premises without the Landlord's prior written consent.

9.15 Signs

- (a) The Tenant shall not erect or place, on the exterior of the Premises or upon the roof or on any wall or window of the Building, any sign, awning, advertising matter, decoration, lettering or other thing of any kind except with the prior written consent of the Landlord (not to be unreasonably withheld).
- (b) The Tenant shall, upon request from the Landlord, immediately remove any sign, awning, advertising matter, decoration, lettering or other thing erected or placed in contravention of clause 9.15(a). If the Tenant fails or refuses to do so the Landlord may enter the Premises during normal business hours and remove the same at the Tenant's cost.
- (c) The Landlord will allocate an area for the lessee on the directory boards provided by the Landlord in the main entry of the Building at no cost to the Tenant. The Tenant must submit the form in which it requires its name and description to appear on the floor directory boards to the Landlord.

10. MAINTENANCE AND REPAIR OF THE PREMISES

10.1 Good Repair

- (a) The Tenant must keep and maintain the Premises in good repair and working order except to the extent the Premises:
 - (i) have incurred reasonable wear and tear; or
 - (ii) have suffered damage caused by the risks insured against under clause 14.2 unless clause 10.1(c) applies.
- (b) The Tenant must, as part of its obligations under clause 10.1(a):
 - (i) keep and maintain the internal and external doors, locks, windows and window fittings of the Premises in good and efficient working order and condition;
 - (ii) promptly repair and replace all broken, cracked or damaged glass in the Premises;
 - (iii) promptly replace all broken or faulty light bulbs, tubes and associated fittings in the Premises; and

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- (iv) promptly replace worn or damaged carpet in the Premises.
- (c) The exception in clause 10.1(a)(ii) does not apply to the extent that the Tenant causes the relevant insurance policy to be rendered void or the insurance money under the relevant insurance policy to be irrecoverable.

10.2 Inspection by Landlord

- (a) The Landlord may, during normal business hours and after giving the Tenant reasonable prior notice, enter the Premises and view the state of repair of the Premises.
- (b) The Landlord may leave at the Premises or send to the Tenant a notice in writing requiring the Tenant to repair, within a reasonable time stated in the notice, any defects which are the responsibility of the Tenant.
- (c) The Tenant must comply with the Landlord's notice within the time period stated in the notice.

10.3 Painting of Interior

The Tenant shall paint the walls, ceilings and other parts of the interior of the Premises which have at any time previously been painted at the time mentioned in clause 18.2(a)(ii):

- (a) with not less than 2 coats of first quality paint;
- (b) in a proper and workmanlike manner; and
- (c) in colours approved in writing by the Landlord, which approval must not be unreasonably withheld.

10.4 Drains and Wastes

- (a) The Tenant must:
 - (i) keep and maintain the waste pipes, drains and conduits originating in or connected to the Premises in a clean, clear and free flowing condition; and
 - (ii) employ licensed tradesmen approved by the Landlord to clear any blockages which may occur within those waste pipes, drains and conduits within the boundaries of the Premises.
- (b) Any blockages which may occur in the waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry of those waste pipes, drains and conduits into any trunk drain will be cleared by the Landlord. The Tenant must pay the cost of the clearing works unless the blockage has been caused by some defect or breakage in the waste pipes, drains or conduits and without neglect or default on the part of the Tenant.

10.5 Cleaning of Premises

- (a) The Tenant must:
 - (i) keep the Premises clean and tidy at all times;

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- (ii) not allow any accumulation of useless property or rubbish within the Premises;
 - (iii) not allow the obscuring of windows through the affixing of signs or other materials to windows or the accumulation of boxes or other materials adjacent to windows within the Premises; and
 - (iv) keep the Premises free of rodents, pests and vermin.
- (b) Without limiting any other right or remedy available to the Landlord, if the Tenant fails to comply with clause 10.5(a), the Landlord may:
- (i) enter upon the Premises, with or without workmen, and clean the Premises; and
 - (ii) where ventilation equipment is installed in the Premises, repair, clean and maintain all filters and duct work within the ventilation equipment.
- (c) The Tenant must pay to the Landlord all costs incurred by the Landlord under clause 10.5(b).

10.6 Notice of Damage

The Tenant must advise the Landlord promptly in writing of any damage sustained to the Premises or of the defective operation of any of the Plant and Equipment or Amenities within the Premises.

10.7 Infectious Diseases

- (a) The Tenant must:
- (i) keep the Premises free of infectious diseases; and
 - (ii) ensure that regular, preventative maintenance for this purpose is carried out by properly qualified persons approved by the Landlord.
- (b) If any infectious disease occurs within the Premises which may require notification by virtue of any statute, regulation or ordinance, the Tenant must:
- (i) give all the necessary notices and any other information required to the Relevant Authorities and send copies of that material to the Landlord;
 - (ii) thoroughly fumigate and disinfect the Premises; and
 - (iii) take such other action as may be recommended or required by any Relevant Authority.

11. ALTERATIONS TO THE PREMISES

11.1 No Alteration without Consent

- (a) The Tenant must not make any alterations or additions to the Premises or any alterations to the services to the Premises without first:

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- (i) submitting to the Landlord full detailed drawings and other specifications of the proposed works and of the materials proposed to be used;
 - (ii) submitting to the Landlord full details of the contractors the Tenant proposes to engage to carry out the proposed works; and
 - (iii) obtaining the Landlord's consent in writing to the proposed works and contractors (which must not be unreasonably withheld).
- (b) If the Tenant makes any alterations or additions to the Premises or any alterations to the services to the Premises which have not been consented to by the Landlord in writing the Landlord may require the Tenant (but without limiting any other right or remedy available to the Landlord), at the Tenant's cost, to re-alter or remove the same so that the Premises are converted back to their condition prior to the alterations or additions being made.

11.2 Alterations Required for Tenant's Business

Subject to the provisions of this clause 11, the Tenant is responsible for

- (a) the installation of any partitions within the Premises;
- (b) the fitting out of the Premises;
- (c) the carrying out of any non-structural alterations or additions which may be required to the Premises; and
- (d) the alteration of any services to the Premises (including, if applicable, the installation of any additional services) to make or keep the Premises suitable for use by the Tenant in its business.

11.3 Landlord's Protection

- (a) The Tenant must, in carrying out any works under this clause 11:
 - (i) use only contractors approved by the Landlord;
 - (ii) use only the Landlord's usual contractor to carry out the aspects of the works that involve:
 - (A) alterations to the structure of the Premises;
 - (B) alterations to the services to the Premises;
 - (C) alterations to the Plant and Equipment; and
 - (D) alterations to the Amenities;
 - (iii) use certain nominated consultants or contractors where it is necessary to do so to preserve the validity or continuity of any manufacturers' or suppliers' warranties or any builder's defects liability obligations;
 - (iv) ensure that all works and contractors are adequately insured as required by the Landlord;

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- (v) ensure that all works are completed to a high standard in accordance with plans and specifications approved by the Landlord in writing;
 - (vi) comply with all published fit out guidelines of the Landlord;
 - (vii) act in accordance with the reasonable directions of the Landlord and any architect or other consultant engaged by the Landlord for such purpose;
 - (viii) pay the costs of any architect or other consultant reasonably incurred by the Landlord;
 - (ix) comply with the requirements of all Relevant Authorities and laws; and
 - (x) indemnify the Landlord and keep the Landlord indemnified against all liability for injury to any person or damage to any property caused by or arising as a consequence of any such works except to the extent caused or contributed to by the Landlord or the Landlord's employees, agents or contractors.
- (b) If the Tenant carries out any works which are not undertaken in accordance with the plans and specifications approved by the Landlord in writing, the Landlord may require the Tenant (but without limiting any other right or remedy available to the Landlord), at the Tenant's cost, to dismantle and remove any such works and to carry out the same in accordance with the plans and specifications approved by the Landlord.
-

12. DAMAGE OR DESTRUCTION OF THE PREMISES

12.1 Abatement of Rent and Suspension of Covenants to Repair

- (a) Except where clause 12.1(b) applies, if the Premises are destroyed or damaged so as to be wholly or partially unfit for occupation or use by the Tenant then, from the date of destruction or damage until the Premises are restored and again put in a proper condition fit for use by the Tenant, the Tenant is not required:
- (i) to pay the Rent (other than a fair and reasonable proportion of it according to the nature and extent of the damage or destruction); or
 - (ii) to comply with its obligations to repair and maintain those parts of the Premises where the destruction or damage has occurred.
- (b) The provisions of clause 12.1(a) do not apply where:
- (i) the Tenant has rendered the Landlord's relevant insurance policy void or the Landlord's insurance money irrecoverable in whole or part; or
 - (ii) the Tenant has caused the destruction or damage by its own wilful act or conduct.

12.2 Landlord may Reinstate

- (a) In the case of the destruction of or structural damage to:
- (i) the Premises; or
 - (ii) a substantial part of the Building,
- the Landlord must, within 30 days after such destruction or damage, by notice in writing to the Tenant, elect either:
- (iii) to terminate the lease created by this document; or
 - (iv) to rebuild and restore the Premises or the Building (as the case may be).
- (b) If the Landlord fails to give a notice of election to the Tenant under clause 12.2(a), the Landlord is deemed to have elected to terminate the lease created by this document.
- (c) If the Landlord elects to restore or rebuild, the Landlord may restore or rebuild the Building and the Premises in a different form so long as the lettable area of the new premises does not vary by more than 5% from the Floor Area of the Premises immediately prior to such damage or destruction and the materials used are not of inferior quality or appearance to the materials previously used.
- (d) For the purposes of this clause, the expression "**a substantial part of the Building**" means:
- (i) one half or more of the NLA in the Building as determined by the Landlord; or
 - (ii) a significant part of the Building as, in the reasonable opinion of the Landlord, renders the restoration of the Building uneconomic or undesirable or the continued occupation of the Building impractical.

12.3 Tenant may Terminate if no Re-Instatement

If the Premises are destroyed or damaged so as to be wholly unfit for occupation or use by the Tenant and the Landlord has not substantially commenced to restore or rebuild the Premises within 90 days after the event causing the destruction or damage, the Tenant may, at any time, terminate the lease created by this document by giving the Landlord notice in writing.

12.4 Pre-Termination Rights

Any termination of the lease created by this document under any of the clauses in this clause 12 does not prejudice or affect any right or claim which any party may have against any other party in respect of any breach of this document occurring prior to the date of termination.

13. COMMON AREAS

13.1 Relocation of Parking Facilities

Provided that access to the Building and Car Parking Areas are not restricted during the business hours as described in clause 16.1 and the Landlord uses reasonable endeavours to cause as little disruption to the Tenant as possible, the Landlord may, at any time:

- (a) relocate the driveways, entrances and exits and change the boundaries and locations of the car parking areas of the Building;
- (b) rearrange the parking spaces; or
- (c) add parking spaces in the Car Parking Areas.

13.2 Closure of Common Areas

Provided that access to the Building, bathrooms and Car Parking Areas are not restricted during the business hours as described in clause 16.1, and the Landlord uses reasonable endeavours to cause as little disruption to the Tenant as possible the Landlord may, if it considers it necessary or desirable for purposes of security or good management of the Building:

- (a) restrict or re-direct vehicular or pedestrian access to or in the Common Areas or any parts of them; or
- (b) close off temporarily all or any of the entrances or exits to or in the Common Areas or any of the driveways within the Building.

13.3 Functions and Displays

The Landlord may permit any person or organisation to hold any function or exhibition in any part or parts of the Common Areas.

13.4 Public Address System

The Landlord may install a public address system in the Common Areas and may play, relay or broadcast recorded music or public announcements on that system.

13.5 Rules and Regulations

- (a) The Landlord may make rules and regulations (not being inconsistent with or in derogation of the rights of the Tenant under this document) relating to the use, safety, care and cleanliness of the Building and the good order in and good management of the Building.
- (b) The Landlord may repeal, amend or add to any of its rules or regulations.
- (c) The Landlord's rules and regulations, once given to the Tenant in writing, are as binding upon the Tenant as if they were terms and conditions in this document and the Tenant must comply with all such rules and regulations.

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13.6 Exclusion of Trespassers

The Landlord may exclude and restrain any person or persons from entering upon any part of the Building or from using or occupying any of the Common Areas if, in the opinion of the Landlord or its Managing Agent, their presence or behaviour:

- (a) threatens the safety or comfort of tenants or other visitors to the Building;
- (b) is unlawful; or
- (c) is likely to damage property or cause injury.

13.7 Damage to Common Areas

The Tenant must pay to the Landlord, the reasonable expenses of the Landlord making good any damage caused to any part of the Common Areas by any action of the Tenant or the Tenant's employees, agents, contractors or sub-tenants.

14. INSURANCES

14.1 Tenant's Policies

- (a) The Tenant must maintain:
 - (i) a plate glass insurance policy for the Premises noting the respective interests of the Tenant and the Landlord;
 - (ii) a public liability insurance policy for the amount of cover which is reasonably required by the Landlord from time to time (minimum of \$20,000,000) noting the respective interests of the Tenant and the Landlord;
 - (iii) an insurance policy covering loss of and damage to its fixtures and fittings contained in or about the Premises resulting from fire and all other normal and usual risks, to their full insurable value; and
 - (iv) a policy of employer's indemnity insurance.
- (b) The Tenant must:
 - (i) prior to taking possession of the Premises, and 7 days prior to the anniversary date of each policy, produce a certificate of currency of each policy to the Landlord;
 - (ii) obtain the Landlord's prior written approval, which approval must not be unreasonably withheld, to the terms of each insurance policy and the insurer; and
 - (iii) not cancel or reduce the amount of cover of any insurance policy described in clause 14.1(a) without the Landlord's prior written approval, which approval must not be unreasonably withheld.

14.2 Landlord's Policies

The Landlord must maintain:

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- (a) an insurance policy covering loss and damage to the Building and all other improvements of an insurable nature in the Building (other than those the property of any tenant of the Building), resulting from fire and all other normal and usual risks, to their full insurable value; and
- (b) a public liability insurance policy for the Building for such amount of cover as the Landlord reasonably requires from time to time.

14.3 Tenant's Conduct Affecting Insurance

- (a) If the Tenant wishes to do anything in or about the Premises which may increase any insurable risk either in the Premises or in the Building, the Tenant must first submit details of the proposed activity to the Landlord for its approval.
- (b) The Tenant must pay any additional insurance premiums which may be required by the Landlord's insurer as a consequence of the Tenant's proposed activity.
- (c) The Tenant must not, without the Landlord's prior written approval, do anything upon or keep any thing in the Premises or the Building which:
 - (i) increases the rate of any premium on any insurance in respect of the Premises or the Building;
 - (ii) prejudices or renders void or voidable any insurance in respect of the Premises or the Building;
 - (iii) conflicts with any law or regulation relating to fires and fire prevention;
 - (iv) creates any actual or potential fire hazard in the Premises or the Building; or
 - (v) conflicts with any reasonable direction given to the Tenant by the Landlord's insurer in relation to fire prevention, safety or removal of hazards.

15. ASSIGNMENT, SUB-LETTING AND MORTGAGING

15.1 Sections 80 and 82 of the Property Law Act 1969 are excluded

The provisions of Sections 80 and 82 of the Property Law Act 1969 are expressly excluded and do not apply to this document.

15.2 Restriction on Assignment

- (a) The Tenant must not transfer or assign its interest in the Premises or this document or part with possession or control of the Premises without the Landlord's prior written consent.
- (b) The Landlord must not unreasonably withhold its consent to a proposed assignment of the whole of the Tenant's interest in the Premises if:

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- (i) the Tenant makes a written request for the Landlord's consent and that written request contains all the information the Landlord, acting reasonably, may require;
 - (ii) the Tenant proves to the Landlord that the proposed assignee is a respectable and financially responsible person or corporation;
 - (iii) the Tenant is not, at the time of making its request, in default under this document; and
 - (iv) the proposed assignee agrees to give to the Landlord such covenants, indemnities and guarantees (including directors guarantees if the proposed assignee is a company and a bank guarantee) as the Landlord may reasonably require.
- (c) The Tenant must:
- (i) pay to the Landlord all Occupancy Costs and all other money due and payable as at the date of assignment;
 - (ii) pay to the Landlord the reasonable expenses incurred or payable by the Landlord in connection with the investigation of the proposed assignee and otherwise relating to the proposed assignment including any fees payable by the Landlord to any agent, the Landlord's solicitors costs and disbursements of and incidental to the negotiation, preparation and execution of the deed effecting the proposed assignment and the duty, if any, payable on that deed; and
 - (iii) withdraw any caveat lodged by or on behalf of the Tenant over the Land or any part of the Land,
- before completing the assignment.
- (d) The Tenant must ensure that:
- (i) the proposed assignee, by a deed prepared by and in a form acceptable to the Landlord's solicitors, covenants with the Landlord to observe and perform the Tenant's Obligations; and
 - (ii) the proposed assignee gives to the Landlord such covenants, indemnities and guarantees (including a bank guarantee) of the performance of its obligations under this document as the Landlord may reasonably require,
- before completing the assignment.
- (e) The covenants and agreements on the part of any assignee are deemed to be supplementary to this document and will not in any way relieve or be deemed to relieve the Tenant from its liability under this document.
- (f) The Tenant acknowledges and agrees that any proposed assignment of this document will not be completed or effective (and the Landlord may withdraw its consent) if the Tenant or any other relevant party fails to comply strictly with all of the matters contained in clauses 15.2(b), 15.2(c) and 15.2(d).

15.3 Corporate Ownership

For the purpose of clause 15.2(a), where the Tenant is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) any change in the beneficial ownership of 20% or more (in aggregate) of the voting shares in the corporation or any change in the effective control of the corporation, is deemed to be an assignment of the Tenant's interest in the Premises and the benefit of this document and therefore, requiring the prior written consent of the Landlord.

15.4 Restriction on Sub-letting

- (a) The Tenant must not sub-let (which expression is deemed to extend to and include a licence) the whole or any part of Premises without the Landlord's prior written consent (which consent must not be unreasonably withheld).
- (b) If the Landlord consents to a sublease the Tenant must cause the sublessee to execute a sub-lease:
 - (i) the terms and conditions of which are not inconsistent with the terms and conditions of this document;
 - (ii) which is in a form approved by the Landlord's solicitors at the Tenant's expense; and
 - (iii) which includes the Landlord as a party in whose favour the sub-lessee's covenants are given.
- (c) The Tenant agrees that:
 - (i) an act or omission of any sublessee is deemed to be an act or omission of the Tenant; and
 - (ii) the sublessee's use of the Premises is deemed to be the Tenant's use of the Premises,

for the purposes of construing and applying the Tenant's Obligations.

15.5 Restriction on Mortgaging

The Tenant must not mortgage, charge or otherwise encumber its estate or interest in the Premises or the Tenant's fixtures and fittings located in the Premises without the Landlord's prior written consent. The Landlord must not unreasonably withhold its consent to a request by the Tenant to grant a fixed and floating charge over its assets in the ordinary course of the Tenant's business.

16. LANDLORD'S COVENANTS

16.1 Building Hours

The Landlord will:

- (a) keep the public entrance doors of the Building open; and
- (b) operate the Building's lifts and Air Conditioning Equipment to maintain the air temperature within the Premises at 21.5^o (plus or minus a 3^o variance); and
- (c) supply the Premises as safe, lit and comfortable for office work,

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during the hours of 8am to 6pm Monday to Friday (other than public holidays in Western Australia).

16.2 Management

The Landlord shall:

- (a) manage, operate and maintain the Building;
- (b) without prejudice to the Landlord's ability to recover the same, pay all expenses relating to the Land and the Landlord's ownership of it except where they are payable by the Tenant under this document or by any other tenant of the Building; and
- (c) ensure, to the extent the Landlord is reasonably able to do so, the costs of the items of the Outgoings are reasonable.

16.3 Maintain Building

- (a) The Landlord shall keep and maintain:
 - (i) the Building in good structural condition;
 - (ii) the Common Areas clean, tidy and well presented;
 - (iii) ensure that the bathrooms located on the same floor as the Premises are professionally cleaned and in good working order;
 - (iv) ensure that the lift and lobby on the same floor as the Premises is professionally cleaned; and
 - (v) clean and maintain the End of Trip Facilities.
- (b) The Tenant shall permit any specialist contractors or other qualified permanent staff employed by the Landlord access to the Premises for the purpose of inspecting, servicing, maintaining and repairing the Landlord's Plant and Equipment.
- (c) The Landlord shall not be or be deemed to be in breach of this clause by reason of any periodic service, maintenance or overhaul of or any temporary fault or breakdown in any of the Landlord's Plant and Equipment.
- (d) The Landlord shall not in any circumstances be liable to the Tenant for any damage or economic loss which the Tenant may suffer by reason of the suspension of supplies of conditioned air or the faulty operation, breakdown or malfunction of any of the Landlord's Plant and Equipment or Amenities or from the interruption of any services to the Premises or the Building except to the extent that the same is caused by the Landlord's act or omission, provided:
 - (i) the Landlord shall cause its contractor to provide air conditioning and heating equipment to service the Premises if the Air Conditioning Equipment is not maintaining the air temperature within the Premises at 21.5^o (plus or minus a 3^o variance);
 - (ii) the Air Conditioning Equipment servicing the Premises must not cease operating for more than 3 consecutive business days during

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the summer months or 7 consecutive business days during the remainder of the year; and

- (iii) the Air Conditioning Equipment servicing the Premises must not cease operating for more than 14 business days in aggregate in any given year.

16.4 Mortgagee's Consent

The Landlord will obtain the written consent of each mortgagee of the Land, if any, to the grant of the lease created by this document.

17. DEFAULT

17.1 Either Party May Rectify

- (a) If a party (**Defaulting Party**):
 - (i) fails to perform any of its obligations under this document; and
 - (ii) the Defaulting Party does not rectify the failure within a minimum of 14 days (or within such longer time as is reasonable having consideration to the nature of the failure) after being provided notice requiring the Defaulting Party to do so from the other party (**Non-defaulting Party**),

the Non-defaulting Party may do all acts (including incurring costs) as may be necessary to rectify the failure.

- (b) The full amount of any money paid under clause 17.1(a) and any cost and expense incurred by the Non-defaulting Party in rectifying a failure under clause 17.1(b) will constitute a liquidated debt due and owing by the Defaulting Party to the Non-defaulting Party and be payable by the Defaulting Party to the Non-defaulting Party on demand.

17.2 Interest on Overdue Payments

- (a) If the Tenant fails to pay to the Landlord any money which is payable by the Tenant within 14 days from the due date for the payment of that money, the Tenant must pay to the Landlord interest calculated at the Default Interest Rate on that money, or on so much of it as remains unpaid, from the due date or dates for payment until the money is actually paid.
- (b) All interest payable under clause 17.2(a) is to be calculated daily and capitalized on the last day of each calendar month.
- (c) A certificate signed by or on behalf of the Landlord specifying the Default Interest Rate and the interest charged is prima facie evidence of the matters stated in it.

17.3 Definition of Default

The Tenant is in default under this document if:

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- (a) the Tenant fails to pay the Rent or any other money payable by the Tenant under this document, on the due date for payment and that failure continues for a period of 14 days after the Landlord makes a written request for payment;
- (b) the Tenant fails to observe, perform or fulfil any of the Tenant's Obligations, other than to pay the Rent or any other money payable by the Tenant under this document, and the failure continues for a period of 14 days after the Landlord gives written notice of the failure to the Tenant;
- (c) the Tenant abandons, vacates or otherwise surrenders the Premises or assigns, sublets or otherwise ceases to be in possession or control of the Premises without the prior written consent of the Landlord; or
- (d) an Insolvency Event occurs in respect of the Tenant.

17.4 Non-Waiver

- (a) The waiver by the Landlord of any default of the Tenant or any breach of the Tenant's Obligations is not to be construed or operate as a waiver of any subsequent default or breach whether of a like nature or not.
- (b) The subsequent acceptance by the Landlord of any Rent or other money payable under this document is not to be construed as a waiver of any prior default or breach by the Tenant under this document.

17.5 Termination of Lease

If the Tenant defaults under this document, the Landlord may, in addition to and without prejudice to any other right or remedy available to the Landlord and provided the Landlord has provided the Tenant with the notice required under clause 17.1(a) and the Tenant has failed to remedy that failure within the required period, terminate the lease created by this document either by notice in writing to the Tenant or by re-entering the Premises and excluding the Tenant.

17.6 Essential Terms

Without limiting the number of clauses in this document that are essential terms it is agreed that each of the covenants by the Tenant contained in each of the following clauses is deemed to be an essential term of this document:

- (a) the covenant to pay the Rent (clause 4.1) on the due dates for payment;
- (b) the covenant to pay the Tenant's Share of the Outgoings (clause 5.1) on the due dates for payment;
- (c) the covenants relating to the use of the Premises (clause 8.1);
- (d) the covenants relating to repair of the Premises (clause 10.1);
- (e) the covenants relating to alterations or additions to the Premises (clause 11);
- (f) the covenant against adversely affecting insurance (clause 14.3);
- (g) the covenants relating to assigning, sub-letting and mortgaging the Premises (clauses 15.1 to 15.5 both included); and

- (h) the covenant as to yielding up the Premises upon the expiration or sooner determination of the Term (clause 18.1).

17.7 Non waiver

The acceptance by the Landlord of any arrears or of any late payment of any of the Rent or the Tenant's Share of the Outgoings does not constitute a waiver of the essentiality of the Tenant's obligation to pay the Rent or the Tenant's Share of the Outgoings as and when they fall due for payment.

17.8 Compensation and Damages

- (a) The Tenant must compensate the Landlord in respect of any breach of an essential term of this document and the Landlord is entitled to recover damages from the Tenant in respect of a breach of any essential term of this document. The entitlement of the Landlord under this clause is in addition to any other right or remedy of the Landlord including the right to terminate the lease created by this document.
- (b) The Landlord is entitled to institute legal proceedings, claiming damages against the Tenant in respect of the Term, including the periods before and after the Tenant has vacated the Premises and before and after the termination or repudiation of this document and whether the proceedings are instituted either before or after the Tenant has vacated the Premises, the termination or repudiation of the lease created by this document.

17.9 Repudiation and Breach

If the conduct of the Tenant (whether by act or omission) constitutes a repudiation of this document or a repudiation of any of the Tenant's Obligations or constitutes a breach of any of the Tenant's Obligations, the Tenant must compensate the Landlord for all loss and damage suffered by reason of the repudiation or breach.

17.10 Entitlement Not Affected

The entitlement of the Landlord to recover damages or compensation is not to be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord electing to terminate the lease created by this document;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) the conduct of the Landlord and Tenant constituting a surrender by operation of law.

17.11 Landlord may re-let

If the Tenant abandons or vacates the Premises prior to the expiration of the Term without the Landlord's consent and without lawful excuse, the Landlord may, in its absolute discretion and without any obligation to do so, seek to find another tenant for the Premises. The Landlord's attempts to find another tenant for the Premises will not constitute acceptance of the Tenant's breach or repudiation or constitute a surrender by operation of law.

18. TERMINATION

18.1 Tenant to Yield Up

- (a) The Tenant must, upon the expiration or sooner determination of the Term:
 - (i) yield up the Premises in good repair and working order and otherwise in a condition consistent with full and proper compliance with clause 10 and this clause 18; and
 - (ii) return all keys and access cards providing access to the Premises and the Building to the Landlord.
- (b) In respect of all Plant and Equipment in the Premises, the Tenant must provide certificates by a competent authority or person stating that all that equipment was, at the date of inspection (being a date not more than 28 days prior to yielding up the Premises) in good working order.
- (c) The Tenant must, not more than 28 days after the expiration or sooner determination of the Term:
 - (i) lodge a withdrawal of caveat at Landgate in a form acceptable to Landgate in respect of any caveat lodged by or on behalf of the Tenant over the Land or any part of the Land; and
 - (ii) if this document has been registered on the title to the Land, lodge a surrender of lease in respect of this document at Landgate in a form acceptable to Landgate,and provide the applicable Landgate dealing number to the Landlord.
- (d) If after the expiration or sooner determination of the Term the Tenant fails to comply with its obligations under clause 18.1(c) within the time period specified in that clause or otherwise does not do all things necessary to cause any caveat lodged by the Tenant to be withdrawn or if this document has been registered on the title to the Land to cause it to be removed as an encumbrance on the title to the Land then, the Tenant must pay to the Landlord on demand all costs, on a full indemnity basis, incurred by the Landlord in remedying the Tenant's failure including the Landlord's solicitors costs and disbursements of and incidental thereto.

18.2 Tenant's Obligations upon Termination

- (a) The Tenant must, during the last 14 days of the Term or within 7 days after the sooner determination of the Term:
 - (i) remove from the Premises all the Tenant's loose items and property including all signage make good any damage whatsoever caused to the Premises by their removal;
 - (ii) paint the Premises in accordance with clause 10.3;
 - (iii) cause the carpet or other floor coverings in the Premises to be professionally steam cleaned; and

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- (iv) leave the Premises in a clean and tidy condition.
- (b) The Tenant must comply with the Landlord's directions and guidelines in carrying out all works described in clause 18.2(a).
- (c) If the Tenant fails to comply with all of its obligations under clause 18.2(a) within the time periods specified in that clause then, without prejudice to any other rights or remedies available to the Landlord, the Tenant must pay to the Landlord on demand, by way of liquidated damages, an amount per day equal to 1/365^{ths} of the Occupancy Costs payable by the Tenant immediately prior to the expiration or sooner determination of the Term, as the case may be, calculated from and including the date of expiration or sooner determination of the Term up to and including the day on which the Tenant has fully complied with all of its obligations under clause 18.2(a).
- (d) For the sake of clarity, the Tenant is not required to remove any partitions or the fit-out.

18.3 Abandoned Fittings and Goods Belong to Landlord

- (a) Any fittings or fixtures not removed by the Tenant either as of right or by requirement of the Landlord and all other goods of the Tenant left by the Tenant on the Premises 8 days after the expiration or sooner determination of the Lease, are taken to be abandoned ("**Abandoned Property**") by the Tenant.
- (b) The Landlord may remove any Abandoned Property and store it at the cost of the Tenant without being deemed guilty of conversion or becoming liable for any loss or damage.
- (c) The Landlord may retain all Abandoned Property as its own or sell all Abandoned Property as agent of the Tenant on such terms and conditions as the Landlord thinks fit. The proceeds of sale, after payment of all expenses of removal, storage and sale and any other money due and payable to the Landlord, are payable to the Tenant but without any interest.
- (d) With the exclusion of any Abandoned Property that relates to the partitions or fit-out left by the Tenant in accordance with clause 18.2, if there is a shortfall following the payment of all expenses and any other money due and payable to the Landlord, the Tenant must pay the amount of the shortfall to the Landlord on demand.

18.4 Antecedent Breaches

The expiration or sooner determination of the lease created by this document for any reason does not prejudice or affect any rights or remedies of the Landlord, the Tenant or the Guarantor (if any) against any other party for any antecedent breach of any of the other party's obligations under this document.

19. GENERAL PROVISIONS

19.1 Managing Agent

The Landlord may appoint a Managing Agent to represent the Landlord in some or all matters relating to the lease created by this document. Any communication from the

Landlord to the Tenant, to the extent of any inconsistency, will supersede any communication from the Managing Agent.

19.2 Payment of Money

- (a) The Tenant must pay all the Occupancy Costs and all other money payable to the Landlord under this document without set off (whether arising at law or in equity) and free and clear of any deduction whatsoever, to the Landlord (or, if so directed by the Landlord, to the Managing Agent).
- (b) A certificate signed by or on behalf of the Landlord specifying an amount payable by the Tenant to the Landlord under this document is prima facie evidence of the matters stated in the certificate.
- (c) Unless a date or time for payment of any money payable by the Tenant under this document is specified, the due date for payment of the money is 7 days after the Landlord issues an invoice to or otherwise requests payment from the Tenant.
- (d) If the Term does not commence on the 1st day of a month, the first and last instalments of the Rent and the Tenant's Share of the Estimated Outgoings will be a proportionate amount (calculated on a daily basis) of the monthly instalments otherwise payable.
- (e) If the Term ends at any time other than at the end of a Financial Year, the total amount payable by the Tenant to the Landlord in respect of that portion of the Financial Year immediately prior to the end of the Term is to be a proportionate amount (calculated on a daily basis) of the Occupancy Costs for that Financial Year.

19.3 Notices

- (a) Any notice, demand or application required to be given to the Landlord, the Tenant or the Guarantor under the terms of this document may, without prejudice to any other mode of delivery, be sent by prepaid post addressed:
 - (i) to the Landlord, at the office of the Landlord or its Managing Agent in the Building, or if it does not have an office in the Building, then at its address specified in Item 2.1;
 - (ii) to the Tenant, at the Premises or at its address specified in Item 2.2; and
 - (iii) to the Guarantor, at its address specified in Item 2.3.
- (b) Any party may change its address for notices by giving written notice to the other parties.
- (c) In the absence of evidence that the notice is received earlier, a notice sent by prepaid post is deemed to have been served 48 hours after being posted.
- (d) Any notice, demand or response to any request for consent or approval that may be made or given by the Landlord under the terms of this document may, without prejudice to any other mode of execution, be executed by on behalf of the Landlord by the solicitor of the Landlord or the Managing Agent.

19.4 Landlord

The term "**Landlord**" as used in this document, insofar as the covenants or obligations of the Landlord are concerned, is limited to and means only the holder of the reversionary estate in the Premises for the time being of the Land who is in receipt of the rents and profits of the Land at the time in question, it being intended that the covenants and obligations on the part of the Landlord contained in this document be binding on the Landlord, its successors and assigns only during and in respect of their respective periods as holders of that reversionary estate.

19.5 Severability

If any term or condition of this document or the application of this document, to any person or circumstance, is or becomes invalid, unenforceable or otherwise contrary to law, that term, condition or relevant application is to be severed from this document to the extent of its invalidity, unenforceability or illegality and the remaining terms, conditions and applications will not be affected.

19.6 Whole of Agreement

- (a) The Tenant acknowledges and declares that, in entering into this document, the Tenant has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Landlord in respect of the Premises or the Building which is not contained in this document or any agreement for lease made between the Landlord and the Tenant.
- (b) The Landlord does not expressly or impliedly warrant that the design, shape, size or finishes of the Premises or the facilities provided within the Premises by the Landlord are or will remain fit, suitable or adequate for all or any of the purposes of the Tenant and all warranties (if any) implied by law as to the suitability, fitness and adequacy of the Premises are expressly negated to the extent to which they are capable of being negated.
- (c) The covenants and provisions contained in this document (and any agreement for lease made between the Tenant and the Landlord) cover and comprise the whole of the agreement between the parties to this document.
- (d) It is expressly agreed and declared that, except as expressly included by statute, no further or other covenants or provisions whether in respect of the Premises or otherwise are to be implied in this document or to arise between the parties to this document by way of collateral or other agreement.

19.7 No Absolute Caveat

The Tenant covenants and agrees that the Tenant will not lodge and will not authorise the lodgement of an absolute caveat over the Land or any part of the Land to protect the interest of the Tenant under this document.

19.8 Proper Law

This document is to be governed by the laws of the State of Western Australia.

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19.9 Consents and Approvals

Except as stated otherwise in this document, any consent or approval which may be required from the Landlord under this document may be granted or refused or granted subject to conditions, in the absolute discretion of the Landlord.

19.10 Dealing by Landlord

If a transfer is to be lodged at Landgate pursuant to which the Landlord's interest in the Land is to be transferred to any other person for any reason whatsoever including, but not limited to, to complete a sale or for the purposes of restructuring, and the Landlord requests the Tenant to do so, then the Tenant shall prior to the registration of the transfer execute and deliver to the Landlord a deed of covenant in favour of the transferee pursuant to which the Tenant agrees with the transferee that the Tenant will on and from the registration of the transfer perform, fulfil and observe the terms of this document on the part of the Tenant to be performed, fulfilled or observed as if the transferee were the original landlord including, but not limited to, the provisions of this document which do not touch and concern or run with the land.

19.11 Registration

- (a) If the Term exceeds five (5) years the Landlord may require that this document be registered at Landgate in accordance with the provisions of the Transfer of Land Act 1893.
 - (b) This document is to be binding upon the Landlord and the Tenant notwithstanding this document may not be registered at Landgate in accordance with the Transfer of Land Act 1893 as amended.
-

20. TRUST WARRANTIES

20.1 Generally

Where the Tenant or the Guarantor enters into this document in its capacity as a trustee of a trust ("Trustee"), the Tenant and the Guarantor jointly and severally covenant with and warrant to the Landlord that the Trustee has full powers pursuant to its memorandum and articles (if a company) and its deed of trust ("Trust") under which it purports to act when entering into this document.

20.2 Trust Covenants

The Tenant and the Guarantor jointly and severally covenant with the Landlord that:

- (a) the Trust is lawfully and validly constituted and all deeds and other instruments in respect the Trust have been properly executed;
- (b) at all times during the Term, the Trust will remain in force and will not be varied;
- (c) the assets of the Trust, as well as the personal assets of the Tenant and the Guarantor will, at all times, be available to satisfy the obligations of the Tenant under this document;

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- (d) the Trustee has obtained all consents and approvals necessary to execute this document so as to bind the property of the Trust and all necessary conditions precedent for that purpose have been met;
- (e) no facts are known to the Tenant or to the Guarantor whereby:
 - (i) the Trust might be wound-up voluntarily or otherwise;
 - (ii) the Trustee might be changed;
 - (iii) the assets of the Trust might be vested in any other person; or
 - (iv) the Trust might cease to operate or be deprived of funds,
 prior to expiration of the Term.

21. SUBDIVISION OF SITE

21.1 Unused Portion

- (a) The Landlord may elect at any time, by subdivision or otherwise, to exclude from the Land any part of the Land which, in the opinion of the Landlord, is not required or is no longer required for the purposes of the Building ("**Unused Portion**") whether or not, at the time, the relevant part:
 - (i) has been improved; or
 - (ii) is being used for any purpose relating to the Building.
- (b) The Landlord may:
 - (i) sell, transfer, lease or otherwise dispose of or deal with any Unused Portion; or
 - (ii) use and develop the Unused Portion for a purpose not related to the Building.
- (c) The Tenant shall, at the Landlord's request and expense, promptly execute all documents and do all things that the Landlord may reasonably require of it to enable the Landlord to sell, transfer, lease or otherwise dispose of or deal with the Unused Portion.
- (d) Nothing in this section requires the Tenant:
 - (i) to surrender its rights under this document or to yield up the Premises or any part of them;
 - (ii) to forego any right or benefit conferred upon the Tenant by this document other than the right to pass over and utilise the Unused Portion; or
 - (iii) to surrender any licence contained in this document.

21.2 Strata Plan

- (a) If the Landlord elects at any time to register a strata plan in respect of the whole or part of the Building including the Premises then, within 14 days after

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- receiving a request to do so from the Landlord, the Tenant shall execute and deliver to the Landlord:
- (i) a registrable withdrawal of any caveat lodged by the Tenant; and
 - (ii) a surrender of the lease created by this document (in registrable form if this document is registered).
- (b) The Landlord and the Tenant shall, prior to the registration of the strata plan execute a new lease ("**New Lease**") to replace this document which shall commence on the date of registration of the strata plan and shall be on the same terms and conditions as this document except that:
- (i) the lot or lots on the strata plan substantially comprising the Premises shall be substituted for the Premises where mentioned in the New document;
 - (ii) the duration of the New Lease will equal the then unexpired balance of the Term of this document together with any further option to extend;
 - (iii) the terms and conditions of this document shall be amended to accommodate and reflect any necessary variation consequent upon the Premises being a lot or part of a lot on the strata plan; and
 - (iv) all consequential amendments in connection with the application of the Strata Titles Act 1985 shall apply and follow.
- (c) The Landlord shall ensure, as far as practicable, that the New Lease:
- (i) does not impose any greater financial liability or any additional obligations upon the Tenant than those which exist at the time under this document;
 - (ii) confers upon the Tenant the same rights and benefits as exist at the time under this document; and
 - (iii) grants to the Tenant the use of an area which is substantially the same as the Floor Area of the Premises; and
 - (iv) does not require the Tenant to relocate or cease carrying on its business in the Premises.
- (d) The Landlord shall pay the Tenant's reasonable and proper costs of and incidental to the surrender of the lease created by this document and the preparation, execution, and, if applicable, registration of the New Lease.
- (e) Each party shall promptly execute all documents and do all things that the other party reasonably requires of it to effect, perfect or complete the registration of the strata plan and to effect, perfect or complete the matters contemplated by this clause in connection with the surrender of the lease created by this document and valid creation of the New Lease.

22. HOLDING OVER

22.1 Monthly tenancy

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the expiration of the Term, in the absence of any express written agreement to the contrary, the Tenant will be holding over as a tenant of the Landlord from month to month.

22.2 Terms and conditions of monthly tenancy

If clause 22.1 applies:

- (a) the Tenant must pay a monthly rent equal to one twelfth of the Occupancy Costs payable during the year immediately before the expiration of the Term multiplied by 110%;
- (b) the Tenant must duly perform and observe the Tenant's Obligations insofar as they can be applied to a monthly tenancy;
- (c) except for clause 23 and any further conditions the Landlord may impose as a condition of the Landlord's consent, all of the terms and conditions in this document apply insofar as they can be applied to a monthly tenancy; and
- (d) either party may at any time terminate the monthly tenancy by giving the other of them at least 30 days written notice, which notice period may expire at any time.

23. OPTION

23.1 Grant

- (a) Subject to the provisions of this clause 23, the Landlord grants the Tenant an option to extend the lease created by this document for the further term or terms, if any, specified in Items 4.2 and 4.3. The Tenant may exercise an option to extend the lease created by this document for a further term by giving notice in writing to the Landlord not less than 3 months before the expiration of the current term (being in the case of the first further term before the expiration of the Term and in all other cases before the expiration of the then current further term). Time is of the essence in respect of the time periods specified in this clause.
- (b) Subject to the provisions of clause 23.3, if the Tenant validly exercises an option to extend under clause 23.1(a) then, prior to the expiration of the Term (in the case of the first further term) and prior to the expiration of the then current further term (in all other cases), the Landlord, the Tenant and the Guarantor (if any) must execute a deed recording the extension, being a deed prepared by the Landlord's solicitors in accordance with the provisions of clause (b).

23.2 Terms of extension

The extension in respect of the further term or terms will:

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- (a) commence on the day after the expiration of the Term (in the case of the first further term) and on the day after the expiration of the then current further term (in all other cases); and
- (b) otherwise be on the same terms as this document except that:
 - (i) the references to any exercised option term and the Rent Review Dates during that exercised term will be omitted;
 - (ii) the Rent applying as at the commencement date of the further term will be determined in accordance with the provisions of this document;
 - (iii) the Rent Review Dates during the further term, if any, will be as specified in this document;
 - (iv) any variations made by the parties during the Term that are intended to apply during any further term will be included;
 - (v) any special conditions contained in this document which are not intended to apply during any further term will be omitted; and
 - (vi) the Tenant shall pay the Landlord's solicitors costs and disbursements of and incidental to the negotiation, preparation and execution of the deed effecting the extension and the duty payable on that deed.

23.3 Option does not apply

The Landlord cannot be required to extend this document if:

- (a) the Tenant has not remedied to the Landlord's reasonable satisfaction any default of which the Landlord has given notice to the Tenant, either when the Tenant exercises the option or at any time after the Tenant exercises the option up to and including the day before the commencement of the further term;
- (b) the Tenant has defaulted on three or more occasions during the Term or current further term, as the case may be, and the Landlord has given notice of those defaults to the Tenant;
- (c) the Tenant does not give the Landlord notice in writing of its exercise of an option granted by this Lease not less than 3 months before the expiration of the current term as specified in clause 23.1; or
- (d) an amount is described in Item 7 and the Tenant does not comply with clause 25(b).

23.4 Termination of Further Term

- (a) If a notice has been provided under clause 4.2(a) and the current Market Rent as at the Market Review Date has not been determined under clause 4.2 at the time the Tenant exercises the option to extend the lease created by this document for the further term, then within two weeks after the date the current Market Rent as at the Market Review Date has been determined (which time period is of the essence) the Tenant may by providing written notice to the Landlord terminate the lease for such further term on the date

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which is three months after the date of service of the notice to terminate the lease for such further term on the Landlord.

- (b) For the sake of clarity, if the Tenant terminates the lease for the further term pursuant to clause 23.4(a), the Tenant is not required to comply with clause 25(b) and the bank guarantee provided by the Tenant to the Landlord under this document is to be held by the Landlord as security for the payment of the Occupancy Costs and all other money from time to time payable by the Tenant under the lease for the further term and all of the other provisions of clause 25 shall apply as though they were set out here in full and each reference in clause 25 to "this document" includes a reference to the leasehold interest in the Premises created by this document and any tenancy or other rights, whether legal or equitable, under which the Tenant occupies or is entitled to occupy the Premises including a tenancy for the further term, a periodic tenancy, a tenancy at will or a tenancy at sufferance.
-

24. GUARANTEE AND INDEMNITY

24.1 Acknowledgment

The Guarantor acknowledges that the Landlord enters into this document at the request of the Guarantor relying on, amongst other things, the Guarantor executing this document to assure the performance by the Tenant of the Tenant's Obligations.

24.2 Guarantee

In consideration of the Landlord entering into this document at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to the Landlord the punctual payment by the Tenant of the Occupancy Costs and the due and punctual observance and performance by the Tenant of all other Tenant's Obligations.

24.3 Payment on demand under guarantee

If the Tenant defaults in the punctual payment of any of the Occupancy Costs, the Guarantor must pay that Occupancy Costs on demand by the Landlord. The Landlord may demand payment from the Guarantor from time to time and whether or not the Landlord has made demand on the Tenant or any other person.

24.4 Indemnity

- (a) As a separate covenant, the Guarantor unconditionally and irrevocably indemnifies the Landlord against all loss, damage, costs and expenses suffered or incurred by the Landlord, including in the enforcement or attempted enforcement of the obligations of the Tenant or the Guarantor under this document, relating directly or indirectly to:
- (i) any failure by the Tenant to pay the Occupancy Costs or to comply with any of the other Tenant's Obligations; or
 - (ii) this document or a related security, transaction or document being or becoming unenforceable in accordance with its terms or the priority or effectiveness of any of them being adversely affected.
- (b) The Guarantor must pay any amounts payable to the Landlord under this clause on demand by the Landlord.

24.5 Guarantee and indemnity not affected

- (a) The liability of the Guarantor under this clause 24 is a principal, unconditional and absolute obligation and is not adversely affected by:
- (i) the granting of time, forbearance or other concession to the Guarantor or to the Tenant;
 - (ii) the making of any arrangement, composition or compromise with or the discharge or release of the Tenant;
 - (iii) the actual or alleged invalidity or unenforceability of any term of this document;
 - (iv) any delay, laches, acquiescence, mistake, negligence or other act or omission of the Landlord;
 - (v) any assignment, renewal, release, surrender, termination, variation, novation of this document or the granting of any sub-lease in respect of the Premises;
 - (vi) any Guarantor not executing or not properly executing this document;
 - (vii) this document not being registered with Landgate; or
 - (viii) anything else which, but for this clause, could operate to adversely affect this guarantee and indemnity.
- (b) If a payment made by the Tenant is set aside or avoided for any reason whatsoever, that payment is taken not to have been made and does not reduce the liability of the Guarantor under this document.

24.6 Continuing guarantee and indemnity

This guarantee and indemnity:

- (a) is a continuing guarantee and indemnity;
- (b) is irrevocable; and
- (c) remains in full force despite the termination or expiry of the lease created by this document, until all obligations of the Tenant under this document have been performed in full to the Landlord's satisfaction.

24.7 No competition

Until the Tenant has fully performed all of the Tenant's Obligations to the Landlord's satisfaction, the Guarantor must not:

- (a) reduce its liability under this guarantee and indemnity by:
 - (i) raising a set-off or counter-claim available to itself, the Tenant or a co-surety or co-indemnifier against the Landlord; or
 - (ii) claiming a set-off or making a counter-claim against the Landlord; or

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- (b) prove in competition with the Landlord against the Tenant, without the prior consent of the Landlord.

24.8 Guarantee and indemnity in addition to other rights of the Landlord

This guarantee and indemnity:

- (a) is in addition to any other security or right which the Landlord may now have or may subsequently take or hold against the Tenant or the Guarantor; and
- (b) may be enforced without first recourse to that other security or right and without taking steps or proceedings against the Tenant, despite any rule of law or equity to the contrary.

24.9 Warranties by the Guarantor

The Guarantor warrants to the Landlord that:

- (a) if a Guarantor is a corporation, it has the corporate power to enter into and perform and has taken all necessary corporate and other action to authorise the execution and performance of this document;
- (b) if a Guarantor is a natural person, it has the capacity to enter into and perform this document;
- (c) this guarantee and indemnity constitutes a legal and binding obligation of the Guarantor;
- (d) the execution and performance of this document does not violate:
 - (i) existing law;
 - (ii) the constitution of the Guarantor (if a Guarantor is a corporation); or
 - (iii) any mortgage, contract or other undertaking to which the Guarantor is a party or which is binding on the Guarantor or its assets; and
- (e) the Guarantor is not aware of any matter material to the decision of the Landlord to enter into this document which has not been adequately disclosed to the Landlord in writing.

24.10 Assignment

The Landlord may assign the benefit of this guarantee and indemnity in its absolute discretion.

24.11 Interpretation

A reference in this clause 24 to "this document" includes a reference to the leasehold interest in the Premises created by this document and any tenancy or other rights, whether legal or equitable, under which the Tenant occupies or is entitled to occupy the Premises including a tenancy for a fixed term, a periodic tenancy, a tenancy at will or a tenancy at sufferance.

25. BANK GUARANTEE

- (a) If an amount is specified or described in Item 7 the Tenant must arrange for the immediate issue, by a major Australian trading bank from an office or branch in Perth, Western Australia, of an unconditional and irrevocable bank guarantee in favour of the Landlord for an amount equal to the amount specified or described in Item 7 containing such terms and conditions as are approved by the Landlord (including not having an expiry date that is prior to six months after the expiration of the Term) and deliver the bank guarantee to the Landlord.
- (b) The Tenant must, if required by the Landlord, at each Rent Review Date or as soon as practicable after the Rent payable from a Rent Review Date is determined, provide a replacement bank guarantee in an amount equal to the amount described in Item 7 (or where appropriate, the Landlord's reasonable estimate of that amount).
- (c) The Tenant must provide the bank guarantee and any replacement of it as security for the payment of the Occupancy Costs and all other money from time to time payable by the Tenant under this document. If, in the sole opinion of the Landlord acting in good faith, the Tenant is in default under this document as provided in clause 17.3, the Landlord may claim under the bank guarantee for all money then and subsequently due and payable under this document and all loss, damage, costs and expenses incurred by the Landlord as a consequence of the default. For clarity, it is not a precondition to the exercise of the Landlord's rights under this clause that a court determines whether the Tenant is in actual default under this document as provided in clause 17.3.
- (d) The Landlord is entitled to claim and the bank is entitled to make payment under the bank guarantee without reference to the Tenant and notwithstanding any objection, claim or direction by the Tenant to the contrary.
- (e) If having recourse to the bank guarantee for a claim in an amount less than the amount of the existing bank guarantee will result in the cancellation or discontinuance of the bank guarantee then, the Landlord is entitled to present the existing bank guarantee and apply the funds in the amount of the claim and hold the balance of the funds as security until a replacement bank guarantee is provided. The terms of this clause shall apply mutatis mutandis in relation to the funds or replacement bank guarantee (as the case may be).
- (f) Upon each occasion when the Landlord has recourse to the bank guarantee, the Landlord is entitled, by notice in writing to the Tenant, to require the Tenant to reinstate the amount of the bank guarantee or provide an additional bank guarantee in relation to the amount of the claim (and any previous claims) made by the Landlord ("**the Deficiency**"). Within 7 days of receipt by the Tenant of each such notice, the Tenant must:
 - (i) provide evidence to the Landlord of the reinstatement of the existing guarantee to its full amount prior to the occurrence of the Deficiency; or

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- (ii) provide to the Landlord a supplemental guarantee equal to the amount of the Deficiency, and the terms of this clause 25 are to apply mutatis mutandis in relation to that supplemental guarantee.
- (g) The rights of the Landlord under this clause 25 do not derogate from the other rights and remedies available to the Landlord under this document or at law or in equity in relation to any default of the Tenant under the terms of this document.
- (h) Upon the expiration of the Term and the vacation of the Premises by the Tenant in accordance with the terms of this document, provided the Tenant is not then in default, the Landlord is to release the bank guarantee to the Tenant.
- (i) The rights of the Landlord under the bank guarantee are not prejudiced or otherwise affected by anything which might otherwise affect the bank guarantee in law or in equity including any of the following:
 - (i) the Landlord granting time or other indulgence to the Tenant;
 - (ii) acquiescence, delay, acts or omissions on the part of the Landlord;
 - (iii) an assignment, extension, sub-lease or variation of the Lease;
 - (iv) the death, dissolution or other incapacity of the Tenant;
 - (v) the bankruptcy or liquidation of the Tenant or the appointment of a provisional liquidator or receiver or receiver and manager or administrator or any arrangement or composition with or for the benefit of the Tenant's creditors;
 - (vi) the invalidity or unenforceability of an obligation or liability of the Tenant under this document; or
 - (vii) the disclaimer of this document by a liquidator or trustee of the Tenant.
- (j) If a claim that a payment to the Landlord in connection with this document is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Landlord is immediately entitled to claim under the bank guarantee as if the payment had not been made.
- (k) If the bank guarantee contains an expiry date then, at least 2 months prior to the expiry date of the bank guarantee, the Tenant must provide a replacement bank guarantee to the Landlord in an amount equal to the existing bank guarantee, failing which the Landlord is entitled to present the existing bank guarantee and hold the funds as security until the replacement bank guarantee is provided. The terms of this clause shall apply mutatis mutandis in relation to the funds or replacement bank guarantee (as the case may be).
- (l) If the benefit of the Lease is transferred or assigned by the Landlord to any person, the benefit of the bank guarantee extends to and is to be taken to be assigned to the transferee or assignee. The Tenant must do all things necessary to give effect to that assignment including, without limitation, authorising its bank to issue, upon the date of transfer or assignment, a

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replacement bank guarantee in favour of the Landlord's transferee or assignee.

- (m) The Landlord is entitled to recover from the Tenant the Occupancy Costs and all other money due and owing under this document and damages arising out of the Tenant's breach or breaches without being limited to the amount of the bank guarantee.
-

26. CAR PARKING LICENCE

26.1 Definitions

In this document:

- Car Parking Bays** means the car parking bays described in Item 8.1 located in the Car Parking Areas;
- Licence** means the licence created by this clause 26;
- Licence Fee** means the amount specified in Item 8.2, as varied from time to time in accordance with clause 26.5.

26.2 Grant of Licence

- (a) The Landlord grants to the Tenant and the Tenant takes for the Term, a licence to use and occupy the Car Parking Bays for the purpose of parking motor vehicles only.
- (b) The Tenant must:
- (i) pay the Licence Fee for each year of the Term by equal calendar monthly instalments in advance, commencing on the Commencement Date and thereafter on the first day of each month; and
 - (ii) observe and perform all the covenants and obligations of the Tenant contained or implied in this Licence.

26.3 Extension

If the lease created by this document is renewed or extended, this Licence shall be deemed to have been renewed or extended for a further period coinciding with the renewed or extended lease and otherwise upon the same terms and conditions as are contained in this Licence.

26.4 Termination

If for any reason the lease created by this document is terminated or it expires, this Licence will automatically terminate on the same date.

26.5 Licence Fee Review

Subject to clause 26.6, the Licence Fee will be reviewed and varied at the same dates and in the same manner as the Rent and for this purpose all of the terms of clauses

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4.2 to 4.5 (both included) will apply to the Licence Fee (with necessary modifications and interpretation) as though those provisions were set out in full in this clause.

26.6 No Decrease in Licence Fee

The Licence Fee payable from any review date under clause 26.5 must not be less than the Licence Fee payable by the Tenant immediately prior to the relevant review date.

26.7 Statutory Levies

The Tenant must pay or reimburse the Landlord, in respect of the Car Parking Bays, any amount charged to the Landlord under any law or by any Relevant Authority as a levy or fee for providing car parking facilities at the Land (and a pro rata proportion in respect of any levy or fee which relates to the Car Parking Areas as a whole rather than individual car parking bays).

26.8 Use of Car Parking Bays

The Tenant must:

- (a) use and occupy the Car Parking Bays only for the purpose of parking motor vehicles;
- (b) ensure that all motor vehicles are parked within the limits of the Car Parking Bays as defined by any painted lines or signs and so as not to interfere with or obstruct the movement of any other motor vehicle in the Car Parking Areas or access ways to it;
- (c) comply with the provisions of all laws in respect of the use of the Car Parking Bays;
- (d) not permit any motor vehicle to be washed in the Car Parking Areas;
- (e) not permit any mechanical work to be carried out in the Car Parking Areas except in cases of emergency or permit or allow any motor vehicle to tow or push any other motor vehicle in the Car Parking Areas or access ways or permit any break-down vehicle to enter upon the Car Parking Areas or access ways without the prior consent of the Landlord (which consent the Landlord shall not unreasonably withhold);
- (f) not store or keep on or permit to be stored or kept on the Car Parking Bays or in any motor vehicle in the Car Parking Areas or access ways any petrol or other inflammable fuel except that which is contained in normal storage tanks or feed lines forming a permanent part of a motor vehicle;
- (g) take all reasonable precautions and measures to prevent the spillage or leakage of oil, grease or petrol onto any part of the Car Parking Areas or access ways from any motor vehicle owned or used by the Tenant or any member, employee agent or invitee of the Tenant;
- (h) not leave any motor vehicle in the Car Parking Areas or access ways with its engine running; and
- (i) exercise due and proper care in the use of the Car Parking Areas and access ways and the movement of motor vehicles within those areas.

26.9 Indemnity

The Tenant indemnifies the Landlord from and against all losses, damages, costs and expenses which the Landlord may sustain or incur, or for which the Landlord may become liable during or after the Term in respect of or arising from or incidental to the Tenant's use or occupation of the Car Parking Bays except to the extent that the loss, damage, cost or expense is caused by the Landlord's own wilful act or negligence.

26.10 Assumption of Risk By Tenant

- (a) The Tenant agrees to occupy and use the Car Parking Bays at its own risk.
- (b) The Landlord shall not be liable to the Tenant for any loss or damage suffered by the Tenant caused by water, heat, fire, electricity, vermin, explosion, blockage, overflow, bursting pipes or by the entry of water from any source except to the extent that the loss or damage is caused by the Landlord's own wilful act or negligence.

26.11 Tenant's Insurance

If, pursuant to this document, the Tenant is obliged to maintain a public liability insurance policy in respect of the Premises, the Tenant must extend that policy to cover its liability for any death, injury, damage, loss or expense which may arise as a consequence of or incidental to the Tenant's use of the Car Parking Bays or access to the Car Parking Areas.

26.12 Restriction on Assignment

- (a) The Tenant must not transfer or assign this Licence, grant any sub-licence or part with possession or control of the Car Parking Bays without the Landlord's prior written consent.
- (b) The Landlord will consent to an assignment of this Licence (being all of the Car Parking Bays) in favour of a person whom the Landlord has previously approved as an assignee of the whole of the Premises.
- (c) A permitted assignment of this Licence may only take effect simultaneously with an effective assignment of the Tenant's interest in the Premises and this document permitted under the terms of this document.

26.13 Tenant to Yield Up

Upon the expiration or sooner determination of the Term, the Tenant must:

- (a) yield up the Car Parking Bays in good repair and otherwise in a condition consistent with full and proper compliance with this clause 26 (fair wear and tear accepted); and
- (b) return to the Landlord all keys and security devices which provide access to the Car Parking Areas.

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Annexures

Annexure 1

Premises Plan

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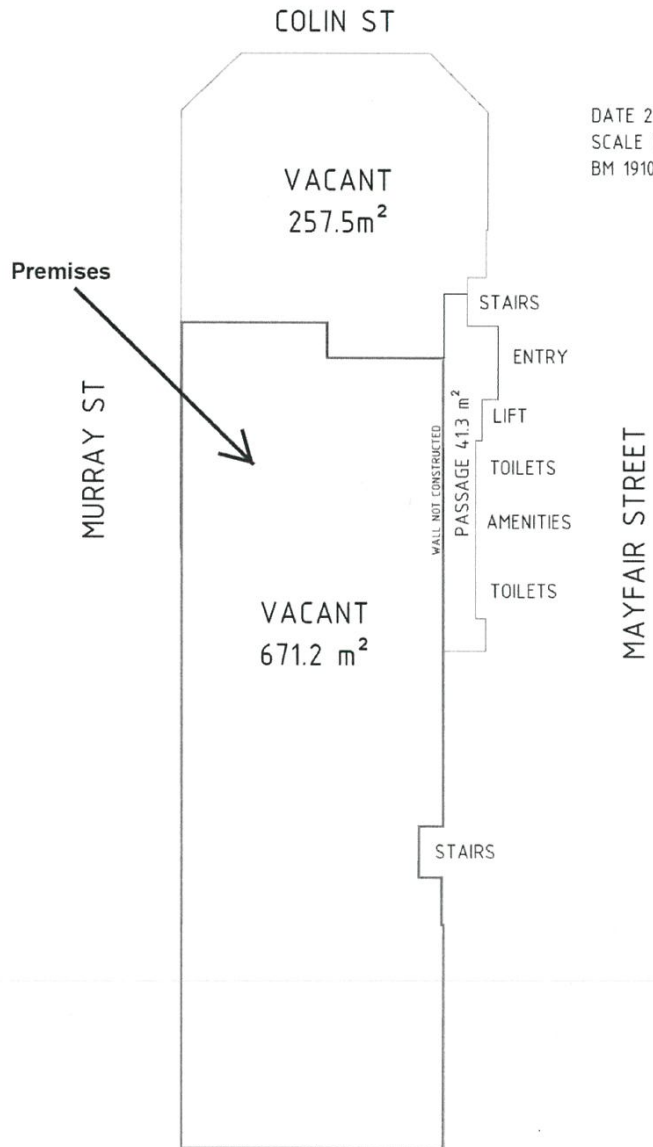
PREMISES PLAN



ACN 105 338 501
ABN 70 105 338 501
Bill France (Director)
L.S., B.App.Sc.Surv.

NET LETTABLE AREA
PCA 1997 SECTION 3
87 COLIN STREET
WEST PERTH
LEVEL 1

DATE 23 JULY 2019
SCALE 1:300
BM 19104



59 Wheatley Street, Gosnells, Western Australia 6110. Post Office Box 91 Gosnells 6990
Telephone Office: 9398 2441 Fax: 9490 1313 Email: admin@brookandmarsh.com.au

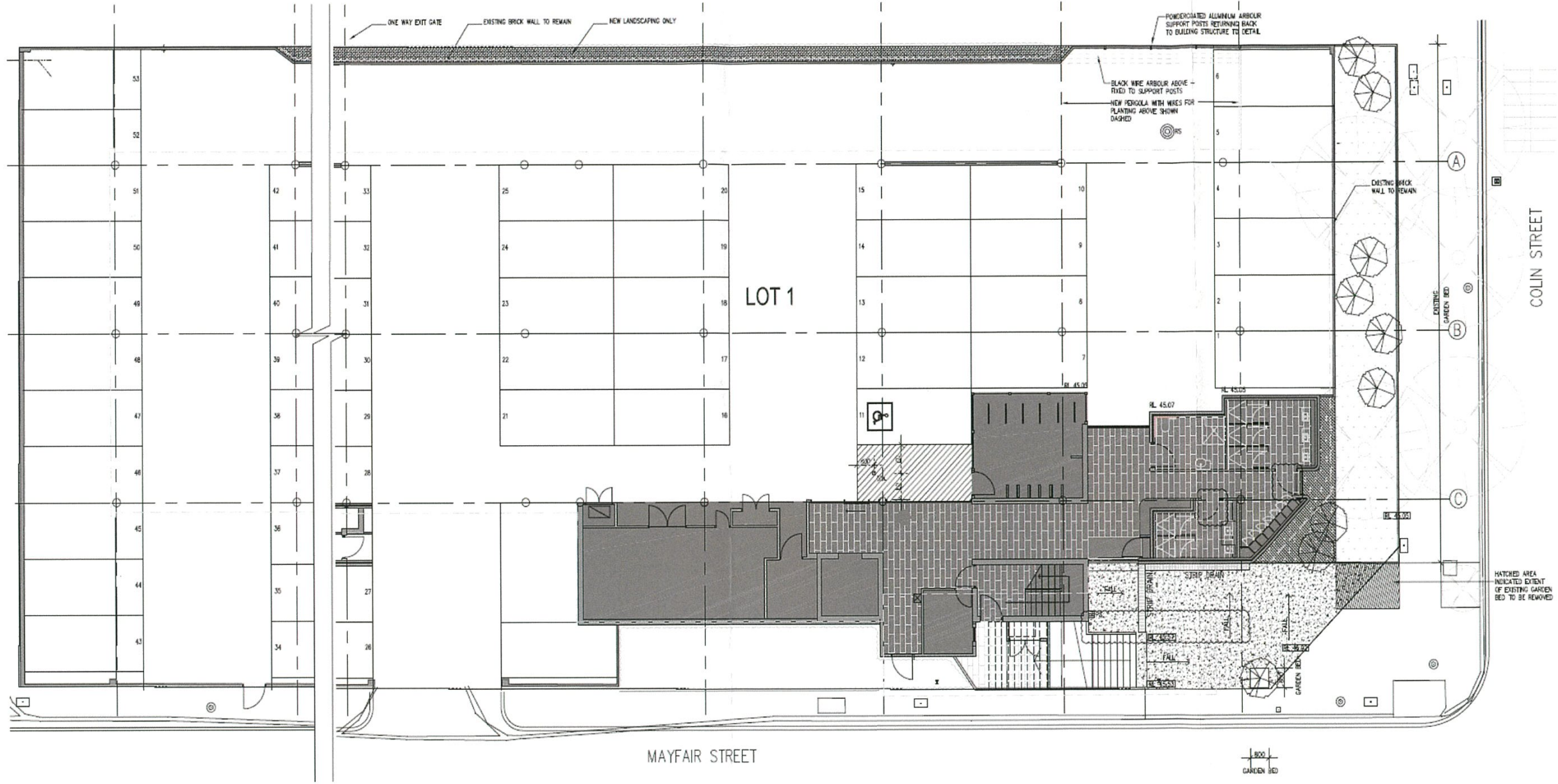
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Annexure 2

Car Parking Bays

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PLAN SHOWING CAR PARKING BAYS



87 Colin St - Tenants Car bays - Schedule

Bay	Tenant
1	Connective Broker Services
2	Connective Broker Services
3	Connective Broker Services
4	Connective Broker Services
5	Connective Broker Services
6	Quintis Forestry - Temporary Bay
7	Quintis Forestry - Temporary Bay
8	Quintis Forestry - Temporary Bay
9	Quintis Forestry - Temporary Bay
10	Quintis Forestry - Temporary Bay
11	Acrod Bay
12	Quintis Forestry - Monthly Bay
13	Quintis Forestry - Monthly Bay
14	Quintis Forestry - Temporary Bay
15	Quintis Forestry - Temporary Bay
16	Quintis Forestry - Permanent Bay
17	Quintis Forestry - Permanent Bay
18	Quintis Forestry - Permanent Bay
19	Quintis Forestry - Permanent Bay
20	Quintis Forestry - Permanent Bay
21	Quintis Forestry - Permanent Bay
22	Quintis Forestry - Permanent Bay
23	Quintis Forestry - Permanent Bay
24	Quintis Forestry - Permanent Bay
25	Quintis Forestry - Permanent Bay
26	Quintis Forestry - Temporary Bay
27	Quintis Forestry - Temporary Bay
28	Quintis Forestry - Temporary Bay
29	Quintis Forestry - Permanent Bay
30	Quintis Forestry - Permanent Bay
31	Quintis Forestry - Permanent Bay
32	CDM Smith Australia
33	CDM Smith Australia
34	Quintis Forestry - Temporary Bay
35	Quintis Forestry - Temporary Bay
36	Quintis Forestry - Temporary Bay
37	Quintis Forestry - Temporary Bay
38	Quintis Forestry - Temporary Bay
39	Quintis Forestry - Temporary Bay
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51	Quintis Forestry - Temporary Bay
52	Quintis Forestry - Temporary Bay
53	Quintis Forestry - Temporary Bay

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[Handwritten initials]

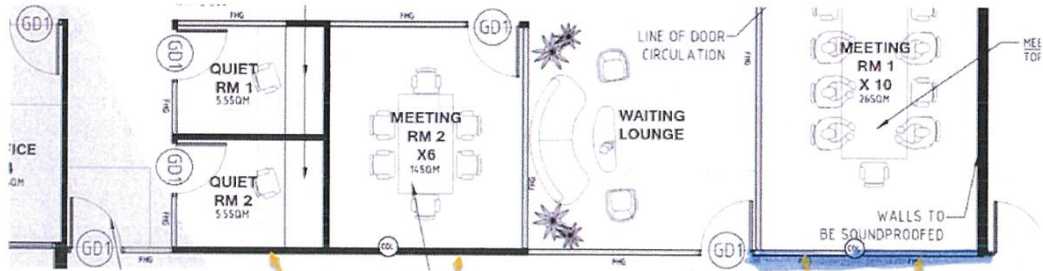
Lease
87 Colin Street, West Perth

Annexure 3

Plan showing acoustic laminated glass wall

Lease
87 Colin Street, West Perth

PLAN SHOWING ACOUSTIC LAMINATED GLASS WALL (COLOURED BLUE)



Please use 13mm Soundcekk plasterboard with ASB 4 sound blanket internally on 64 mm steel stud frame. Also to install buffer block above wall in ceiling.

Please use 12.38mm hush lam - Acoustic laminated glass



EXTENSION OF EXISTING TENANCY AGREEMENT

Between **Above and Beyond Property Management** whose registered office is situated at 53/108 Mitchell Street, Darwin City NT 0800
As agents for **Erin Lee Maczkowlack** hereafter referred to as the Landlord

And **Quintis Forestry LTD (ABN 83 080 139 966)**

To Let **8 Spargo Street, Muirhead, NT 0810**

The TENANCY AGREEMENT that expires on 31/10/2022 whereas:

- A. The tenants have been in occupation of the property under a Tenancy Agreement dated 01/11/2021.
- B. The Landlord, has agreed to lease the property to the tenant for a further period as states hereunder:
- C. **NEW TERM TENANCY: (52) Fifty-Two Weeks**
- D. **COMMENCING ON: 01/11/2022**
- E. **EXPIRING ON: 31/10/2023**
- F. A security deposit of **\$2,800.00** shall continue to be held by Above and Property Management
- G. An additional payment of \$200.00 will need to be paid to the Rental Trust to increase the bond to \$1,800.00 as we're required to hold equivalent to (4) Four weeks rent.


THE PARTIES WISH TO ADOPT THE SAME TERMS AND CONDITIONS CONTAINED WITHIN THE LEASE SAVE FOR THE MODIFICATIONS EXPRESSED IN THE CLAUSES STATED HEREUNDER:

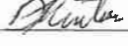
From the expiry date of the original lease, the tenant shall remain in occupation of the property under the same terms and conditions contained within the lease with the new expiry date. The tenant hereby covenants and agrees with all the terms of this extension and all existing terms and conditions as stated in the Tenancy Agreement mentioned above.

This document is written notice that the new Rental amount on the property will be \$750.00 per week and this amount will come into effect on 01/11/2022

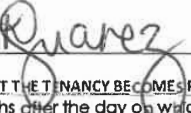
Condition Report – it is agreed that the Condition report which was prepared and accepted at the commencement of the original lease shall continue to apply.

SIGNED BY THE TENANTS/S: Quintis Forestry Limited:

Name: Richard Henfrey (CEO) Signed:  Date: 15/09/2022

Name: David Renton (Company Secretary) Signed:  Date: 15/09/2022

SIGNED BY THE AGENT:

Name: **Kate Suarez** Signed:  Date: 16/9/2022

FAILURE TO RETURN THIS DOCUMENT WILL MEAN THAT THE TENANCY BECOMES PERIODIC.

A rent increase must not be earlier than 6 months after the day on which the tenancy agreement commenced, or the last increase in accordance with section 41 of the residential tenancies Act 1999.

p 08 7979 1951
f 08 7979 1725
e info@aboveandbeyond.com.au
T100/130 Esplanade, Darwin NT 0800
GPO Box 3788 Darwin NT 0801
aboveandbeyondnt.com.au

ABN 97 609 512 236
ACN 609 512 236



Residential Tenancy Agreement

Real Estate Institute of Northern Territory Inc.

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Residential Tenancy Agreement



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Residential Tenancy Agreement - Part A



This agreement is made between

Owner 1 (Insert name of owner(s))

Name Erin Lee Maczkowlack

Organisation Name

Owner 2 (Insert name of owner(s))

Name

Organisation Name

Owner 3 (Insert name of owner(s))

Name

Organisation Name

and

Tenant 1 (Insert name of tenant(s))

Name

Organisation Name Quintis Forestry LTD (ABN 83 080 139 966)

Tenant 2 (Insert name of tenant(s))

Name

Organisation Name

Tenant 3 (Insert name of tenant(s))

Name

Organisation Name

Tenant 4 (Insert name of tenant(s))

Name

Organisation Name

Owner's Agent (Insert name of owner's Agent (if any) and contact details)

Trading Name Above and Beyond Property Management Pty Ltd

Address 1 53/108 Mitchell St

Address 2 Ground Floor

Suburb DARWIN

State NT

Postcode 0800

Telephone 08 7979 1951

Facsimile 08 7979 1725

Email kate.suarez@aboveandbeyondnt.com.au

Term of Agreement (*delete as appropriate)

*~~_____ insert date~~

*This residential tenancy agreement is fixed starting on Date: 01 / 11 / 2021

*~~_____ insert date~~

and ending on Date: 31 / 10 / 2022

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

Residential Tenancy Agreement - Part A



Giving of Notices and Information by Electronic Means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or text under the *Electronic Transactions (Northern Territory) Act 2011*.

Owner 1	C/O - Above and Beyond Property Management	08 7979 1951	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input checked="" type="checkbox"/>
Owner 2			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Owner 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input type="checkbox"/>

(insert email or text if different from contact details above)

Tenant 1	lorraine@quintis.com.au	0499 993 457	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input checked="" type="checkbox"/>
Tenant 2			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 4			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input type="checkbox"/>

(insert email or text if different from contact details above)

Agent's property manager Email: Yes /No Text: Yes /No
 kate@aboveandbeyondnt.com.au
 (insert email or text if different from contact details above)

Residential Premises

The residential premises are

Address 1 8 Spargo Street
 Address 2
 Suburb Muirhead State NT Postcode 0810
 Postal Address (if different from above)
 PO Box Town/City Postcode
 Address 1
 Address 2

and

The residential premises include /~~exclude~~*

(*delete as appropriate - include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds)

UNFURNISHED- Four (4) Bedroom, Two (2) Bathroom House with Study and lock up Garage

The Tenant enters this lease for the benefit of its employees. The tenant will determine who occupies the lease at any time at its sole discretion.

Maximum Number of Occupants

No more than Two (2) persons may ordinarily live at the premises at any one time.

Rent

The rent is \$ 700.00 per week payable ~~weekly~~ / ~~fortnightly~~ / PCM* in advance (*delete as appropriate)

starting on insert date Date: 01 / 11 / 2021

Residential Tenancy Agreement - Part A



The method by which the rent must be paid: (strikeout where applicable)

(a) ~~by cash or cheque; or~~

(b) into the following account, or any other account nominated by the Owner:

BSB number: 015-901	account number: 403588208
account name: Above and Beyond Rental Trust	payment reference: 100629

or

(c) ~~as follows:~~

Bond (*delete as appropriate)

A security deposit of \$ 2,800.00

*must be paid by the tenant on signing this Agreement.

~~*is currently held by Owner / Agent under a previous Agreement.~~

Note: The security deposit must not exceed the sum of 4 weeks rent.

*Payment to be made as per the Rent

~~*Payment to be made to the following account:~~

BSB number:	account number:
account name:	payment reference:

~~**Proportioning of bond between tenants** (*delete as appropriate)~~

Section 33 of the Residential Tenancies Act allows for the bond to be paid in different portions by each tenant if agreed - specify proportions of the security deposit for each tenant below:

A security deposit of \$
must be paid by **Tenant 1** on signing this Agreement.

A security deposit of \$
must be paid by **Tenant 2** on signing this Agreement.

A security deposit of \$
must be paid by **Tenant 3** on signing this Agreement.

A security deposit of \$
must be paid by **Tenant 4** on signing this Agreement.

~~*Note: The security deposit must not exceed the sum of 4 weeks rent.*~~

Residential Tenancy Agreement - Part A



Rent Increase

Any rent increase will be no earlier than 6 months after the commencement of this Agreement and the date of the last increase. The Owner must give at least 30 days notice of the increase.

In the case of this tenancy the rent increase will be:

Market review should a further term be offered

(Insert maximum increase or method of calculating increase, e.g. CPI or percentage)

Water Consumption (*delete as appropriate)

~~*The tenant must pay for water consumption as provided in clause 2.1(e)~~

*The tenant must pay for water consumption as provided in Part C.

Strata By-Laws

Strata by-laws ~~ARE~~ / ARE NOT* (*delete as appropriate) applicable to the residential premises

A copy of the by-laws are attached: Yes No N/A

Pets

The pets listed below can be kept at the premises:

NIL

Right of Tenant to Affix and Remove Fixtures (*delete as appropriate)

*The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.

~~*The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the Owner's written permission.~~

Property Condition Reports (*delete as appropriate)

*A Property Condition Report has been completed in accordance with the Residential Tenancy Act.

~~*The Owner and tenant have not completed a Property Condition Report~~

Residential Tenancy Agreement - Part B



STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

The *Residential Tenancies Act* and the *Residential Tenancies Regulations* apply to this Agreement

Both the Owner and the Tenant must comply with these laws

Some of the rights and obligations in that legislation are outlined below

Property Condition Report

1. Property Condition Report

1.1 The Owner and Tenant acknowledge that:

- (a) A property condition report (report) detailing the condition of the premises must be completed by or on behalf of the Owner, signed and a copy given to the tenant no later than 3 business days after:
 - (i) the tenant takes possession of the premises; or
 - (ii) the start of a continuation of the tenancy that complies with section 25(2) of the *Residential Tenancies Act* (the Act).
- (b) The report must be filled out in the presence of the tenant (or tenants representative) except in circumstances contained in section 25(3) of the Act.
- (c) If the tenant disagrees with any information contained in the report, the tenant must note his or her modifications or disagreement on a copy of the report, initial the modification or disagreement and return this to the Owner within 5 business days of receipt of the property condition report from the landlord.
- (d) If the tenant does not give a copy of the report back to the Owner in accordance with clause 1.1(c), the tenant is to be taken to have accepted the report.
- (e) If the Owner disagrees with any information contained in the report, the Owner and tenant must either agree the modifications (and initial the changes) or reach agreement on any other modifications (and initial the changes) or apply to NTCAT under section 27 of the Act.
- (f) If a further report is not prepared for a tenancy agreement for residential premises which is a continuation of an earlier tenancy agreement for those premises the report for the original tenancy continues to have effect for the new tenancy agreement.

Rent and Security Deposit

2. Payment of Rent and Security Deposit

- 2.1 The Tenant agrees to pay the rent duly and punctually without any variation or deduction whatsoever in the manner set out or in such other manner as the Owner may direct in writing.
- 2.2 The Tenant will pay to the Owner the security deposit, when signing this Tenancy Agreement and the Owner (or the Agent) will hold the Security Deposit:
 - (a) in a Trust Account for that purpose in accordance with the provisions of the Law (and in the case of the Agent holding the Security Deposit, in accordance with the provisions of the Agents Licensing Act), and;
 - (b) where there is more than one person named as the Tenant, the Security Deposit will be refunded to those persons in equal shares unless otherwise specified.

Public Utility Services

3. Tenant to Pay

3.1 The Tenant agrees To pay all charges incurred during the tenancy for:

- (a) electricity;
- (b) telephone;
- (c) gas (and to ensure that the gas bottle full at the end of the tenancy);
- (d) cable television (if approved); and
- ~~(e) water consumption where that usage exceeds 125 kilolitres per service billing quarter or water consumption during a lesser period which proportionally equates to usage greater than 125 kilolitres in a quarter, or as stipulated in Part C.~~

in respect of the Property where those charges are individually metered for the service or facility to which the charge relates.

Residential Tenancy Agreement - Part B



4. Tenant to Connect Power and Telephone

- (a) The Tenant must ensure that the power and telephone services are connected in the Tenant's name at the commencement of the Agreement.

Payment of Council Rates and Taxes

5. Owner to Pay

- 5.1 The Owner must pay all rates and taxes in respect of the Property.

Right to Occupy the Premises

6. Vacant Possession and Quiet Enjoyment

- 6.1 The Owner agrees:
- (a) to provide vacant possession of the Property to the Tenant upon the commencement of this tenancy.
 - (b) that while the Tenant pays the rent and performs and observes the covenants and agreements of this Agreement, the Tenant shall peaceably hold and enjoy the Property without any interruption by the Owner or any person claiming through or under the Owner or with a superior title to the Owner's title.
 - (c) that there is no legal impediment known to the Owner to prevent the Tenant from occupying the Property as a place of residence during the term of this tenancy.
 - (d) not to cause an interference with the reasonable peace or privacy of the Tenant in the Tenant's use of the Property.

Permitted Use and Assignment of Lease

7. Permitted Use

- 7.1 The Tenant must use the Property solely for private residential purposes and not for any other purpose without the written consent of the Owner.

8. Assignment and Subletting

- 8.1 The Tenant must not assign the Tenant's interest in the tenancy or to sublet the Property without the written consent of the Owner.
- 8.2 The Owner must not unreasonably withhold consent to the Tenant's request in clause 8.1.

What the Owner Must Do

9. Fire Alarms

- 9.1 The Owner agrees that it has within 30 days of the commencement of this Agreement:
- (a) tested each smoke alarm in the Property in accordance with the Fire and Emergency Regulations; and
 - (b) replaced any and all smoke alarm that did not function when tested;
 - (c) replaced any stand-by battery in a wired smoke alarm in the Property in accordance with the manufacturer's instructions.
- 9.2 The Owner agrees that where it has complied with clause 9.1 and where:
- (a) the battery was spent; or
 - (b) the Owner was aware the battery was almost spent;
- the Owner has cleaned each smoke alarm in the Property (in accordance with the relevant manufacturer's instructions) and given the tenant written information about testing and maintaining the smoke alarms (referred to as 'Information Statement').
- 9.3 The Owner must as soon as practicable after receiving advice from the tenant that any smoke alarm in the Property does not function when tested:
- (a) test the smoke alarm; and
 - (b) replace the smoke alarm if it does not function when tested.

10. Tenantable Repair

- 10.1 The Owner must provide and maintain the Property in good and tenantable repair and fit for human habitation subject to the obligations of the Tenant under this Agreement and having regard to the age, character and prospective life of the Property.

Residential Tenancy Agreement - Part B



11. Health and Safety

- 11.1 The Owner must comply with all lawful requirements in regard to health and safety standards with respect to the Property.

12. Locks and Security

The Owner must provide and maintain the locks and other security devices that are necessary to ensure the Property is reasonably secure.

What the Owner Must Not Do

13. Locks and Security

- 13.1 The Owner must not to alter or remove a lock or security device on the Property or add a lock or security device to the Property without either:
- (a) the consent of the Tenant; or
 - (b) in the case of:
 - (i) an alteration to or
 - (ii) the addition of a lock or security device,
 without providing the Tenant with a key to the lock or security device as soon as practicable after the alteration or addition.

14. Assignment and Subletting

The Owner must not unreasonably withhold consent to an assignment of the Tenant's interest in this tenancy or to the subletting of the Property.

Acknowledgements - Equipment, Rules and Agents

15. Acknowledgements - Equipment and Appliances

- 15.1 It is the Owner's responsibility to ensure that the Tenant knows how to operate all equipment and appliances, including the cleaning of air-conditioner filters.

16. Acknowledgements - Rules

- 16.1 The Owner may make such rules and regulations (rules) in the Owners discretion from time to time for:
- (a) the safety and cleanliness of the Property and
 - (b) for the preservation of good order therein,
- but such rules will not bind the Tenant:
- (c) until they are made known to the Tenant in writing; and
 - (d) provided they are not inconsistent with the Tenant's rights under this Agreement.

17. Acknowledgements - Agents, Tenants and Owners

- 17.1 Where an Agent has been appointed by the Owner to manage the Property, all notices, communications, keys and payments to be given or made to the Owner under this Agreement shall be addressed, delivered, given or paid to the Agent; and
- 17.2 The Agent must issue all receipts on behalf of the Owner, provide any consents requested by the Tenant and authorised by the Owner, and sign and deliver all notices on behalf of the Owner.
- 17.3 Unless and until the Tenant is notified that the Agent appointed by the Owner to manage the Property has ceased to act on the Owner's behalf (and the Owner has not appointed a replacement Agent), the Tenant shall not contact the Owner in relation to the Property.

Maintenance, Repair and Inspection

18. Tenant to Notify

- 18.1 The Tenant must, subject to clause 18.3, notify the Owner in writing of any accident, damage or defect, or the need for any repairs and maintenance to the Property as soon as practicable after the Tenant becomes aware of it.
- 18.2 The Tenant is not required to notify the Owner under clause 18.1 where it is of a trivial kind.
- 18.3 The Tenant is not required to provide written notice in clause 18.1 in the case of emergencies.

Residential Tenancy Agreement - Part B



19. Tenant to Permit Entry to Inspect and Repair on Notice

19.1 The Tenant must allow the Owner and the Agent at all reasonable times to enter the Property, as prescribed in the Law:

- (a) to inspect and view the state of repair of the Property;
- (b) to show the Property to prospective tenants or purchasers; and
- (c) with workmen to carry out repairs to the Property, or to meet the requirements of any Public Authority in respect of the Property,

20. Tenant to Permit Entry to Inspect and Repair without Notice

20.1 The Owner or the Agent may enter the Property at any time if they believe on reasonable grounds:

- (a) that the wellbeing of the Tenant requires it or
- (b) that the entry is necessary to protect the Property from imminent or further significant damage.

21. Tenants Refusal of Entry

21.1 If access for the purposes of carrying out repairs and maintenance is denied or delayed, the Tenant will be held responsible for any further damage.

22. Tenant's Damage

22.1 Any repairs carried out to as a result of a notification by the Tenant in accordance with clause 18 that is proven to be due to the Tenant's:

- (a) misuse of the Property;
- (b) negligence; or
- (c) removal or installation of a fixture by the Tenant

must be paid by the Tenant upon being provided with the account.

What the Tenant Must Do

23. Smoke Alarms

23.1 The Tenant must:

- (a) test each smoke alarm in the Property at intervals of not more than 12 months in accordance with the Fire and Emergency Regulations; and
- (b) advise the Owner (as soon as practicable) if a smoke alarm does not function when tested; and
- (c) replace each stand-by battery in a wired smoke alarm (in accordance with the information statement provided by the Owner pursuant to clause 9.2); and:

23.2 The Tenant must if the battery is spent; or the tenant is aware the battery is almost spent following the Tenant's compliance with clause 23.1, clean each smoke alarm (in accordance with the Information Statement provided by the Owner pursuant to clause 9.2) which might include cleaning the smoke alarm with a vacuum cleaner to remove dust, etc.

24. Clean and Sanitary Condition of All the Property

24.1 The Tenant must as far as is reasonable and practicable:

- (a) keep the Property in a reasonably clean and sanitary condition and maintain the premises free from dirt, mould, oils, grease, insects and vermin.
- (b) keep paths and driveways and paved areas clean and free from mould.
- (c) maintain the garden and lawns of the Property in good order at all times including regular pruning and watering during the tenancy and so to leave the Property at the end of the tenancy as at the commencement of the tenancy.
- (d) remove all garden refuse including leaves and palm fronds from the property on a regular basis and at the end of the tenancy.

25. Pool and Spa

25.1 To regularly clean and balance any pool or spa on the Property and ensure all filtration equipment is regularly cleaned and the water is kept in a reasonably clean and balanced condition.

Residential Tenancy Agreement - Part B



26. Broken Glass

26.1 The Tenant must pay the cost of replacement of any broken or cracked glass caused by the willful neglect, negligent conduct or accidental damage by the Tenant or other persons in the Property with his consent.

27. Other Tenant Damage

27.1 The Tenant may repair/rectify any damage caused to the Property by wilful, accidental or negligent conduct of the Tenant or persons coming into or upon the property with the Tenant's consent.

27.2 The Owner must consent to the repair of any damage (which consent may be given or refused in the Owner's absolute discretion) and upon such terms as the Owner thinks is in the best interest in maintaining the financial and visual viability of the Property.

27.3 If the Tenant is unable or unwilling to make good the repair, the Owner may make or undertake repairs for any damage caused by the Tenant and recover damages for the cost of same from the Tenant.

28. Light Globes

28.1 The Tenant must maintain and replace electric light globes, tubes and starters.

29. Household Rubbish

29.1 The Tenant must:

- (a) put all household rubbish and recyclable in wheelie bins or receptacles that are provided for such purpose; and
- (b) ensure the collection of rubbish and recyclable from the Property on a weekly basis;
- (c) not allow the storing on the Property of any items the Owner believes is unsightly or not appropriate to be kept on the Property; and
- (d) ensure Rubbish bins are left empty at the end of the tenancy and in a sanitary condition.

30. Leaving Property Vacant

30.1 The Tenant must notify the Owner before leaving the Property unoccupied for more than 30 days.

31. End of Lease

31.1 The Tenant must:

- (a) at the end of the tenancy or
 - (b) upon the earlier termination of the tenancy,
- quietly yield up to the Owner possession of the Property by:
- (c) securely locking up the Property;
 - (d) ensuring the Property is in the same condition as described in the Property condition report (reasonable wear and tear accepted); and
 - (e) returning all keys to the Owner.

31.2 The Tenant agrees it remains in possession of the Property until:

- (a) all keys have been returned to the Owner; or
- (b) The landlord has formed the opinion that the tenant has apparently abandoned the property.

What the Tenant Must Not Do

32. Alterations to Premises

32.1 The Tenant must not make or permit to be made any alterations or additions to the Property without the written consent of the Owner (which may be given or refused in the Owner's absolute discretion) and upon such terms as the Owner thinks fit.

32.2 The Tenant must not:

- (a) erect or affix any television antenna upon the Property;
- (b) put any nails, screws, tape, blue tack, stickers or any other fasteners into any of the walls, floors, doors, ceilings or timbers of the Property

without the Owners written consent.

Residential Tenancy Agreement - Part B



33. Interfere with Equipment and Drains

33.1 The Tenant must:

- (a) not interfere with any plant or equipment forming part of the Property.
 - (b) not use the drains, toilets or other apparatus for any purpose other than for which they were constructed and not to deposit rubbish or other unsuitable matter therein; and
- pay the cost of repairs of any damage or blockage resulting from such misuse.

34. Locks and Keys

34.1 The Tenant must not tamper with, change or add any locks or have keys cut (without the consent of the Owner), or

34.2 The Tenant must in the case of an alteration to or the addition of a lock or security device approved in clause 34.1

- (a) give the Owner a key to lock or security device as soon as practicable after the alteration or addition; and
- (b) where the replacement of keys or changes to locks resulted from the loss of keys or changing of locks by the Tenant, the Tenant will:
 - (i) pay the cost thereof; and
 - (ii) give the Owner copies of any gate keys.

35. Parking and Common Property Damage

35.1 The Tenant must not park any vehicle upon the Property other than on the space allotted (if any) without the Owners written consent.

35.2 The Tenant must not damage the common property where the Property is a unit within the meaning of the *Unit Titles Act*, or forms part of a building or a group of buildings.

36. Outside Areas, Plants and Gardens

36.1 The Tenant must not:

- (a) damage or remove flowers, shrubs, palms or trees or cause any damage to the garden or lawns on the property.
- (b) use leaves, palm fronds or any other matter as mulch unless authorised by the Owner.

36.2 The Tenant must not:

- (a) plant trees or shrubs upon the Property;
- (b) place any flowerbox or pot plants on any windowsill or balustrade of a balcony or passageway of the Property or on any common area;
- (c) allow any damage or staining to be caused by pot plants.
- (d) place any obstruction of any description in the yard space.
- (e) display any placard advertisement sign letters or design in or upon the exterior of the Property;
- (f) hang or place clothes or other articles on the outside of the Property except in the areas provided without the Owners written consent.

37. Animals

37.1 The Tenant must not keep any animals or birds including reptiles and mammals upon the Property without the Owners written consent.

38. Illegality, Nuisance and Interference

38.1 The Tenant must not:

- (a) use the Property for any illegal purpose.
- (b) cause a nuisance or annoyance to occupiers of adjoining properties.
- (c) cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in their use of the premises or land in the immediate vicinity of the Property.

39. Insurance

39.1 The Tenant must:

- (a) not create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or cause any premiums on the Property to be increased.

Residential Tenancy Agreement - Part B



- (b) pay the Owner on demand all sums paid by the Owner by way of increased insurance premiums due to a breach of clause 39.1(a) by the Tenant.

Tenant Indemnifies the Owner

40. Tenant to Indemnify the Owner

40.1 The Tenant agrees to indemnify the Owner and Agent against:

- (a) any injury, loss or damage which may be caused to the Property;
- (b) the death or injury of the Tenant, the members of the Tenant's family or household, his guests and invitees; and /or
- (c) loss of or damage to the Tenant's property or the property of other persons, resulting from use or misuse of the Property by the Tenant or other persons on the Property with the Tenant's consent.

Owner and Tenant Acknowledgements

41. Tenant's Acknowledgements

41.1 The Tenant warrants that the Tenant has not knowingly given any false information about the Tenant's identity which is material to the Owner's decision to grant this tenancy to the Tenant, and the Tenant agrees that where information is required to be given by the Tenant to the Owner in relation to this Agreement under the Law, the Tenant will not knowingly give false information.

42. The Tenant and the Owner Acknowledgement

42.1 The Tenant and Owner Acknowledge that:

- (a) the *Northern Territory Swimming Pool Safety Act* requires that all pools and spas on residential properties less than 1.8 hectares be enclosed by a swimming pool barrier that is certified or notified in accordance with the required safety standards specified in the Act; and
- (b) Any structure used for swimming, wading or paddling that is capable of holding 30 centimetres of water are included and this includes pools and spas of a portable or temporary nature.

Ending a Fixed Term Agreement

43. Owner Notice

43.1 The Owner must give no less than 14 days' notice in writing in accordance with the Law to the Tenant:

- (a) prior to the tenancy expiry date that the tenancy is terminated as at midnight of the tenancy expiry date; and
- (b) that consent is not given for the Tenant to remain as a periodic Tenant; and
- (c) the Tenant is required to vacate the Property by midday the day after the expiry date of the tenancy.

Periodic Agreement

44. Periodic Tenancy

44.1 If the Tenant remains in occupation of the Property after the expiration of the term, the parties are deemed to have entered into a periodical tenancy in accordance with the Law on the terms and conditions (other than the clause relating to the term of the tenancy) of this Agreement.

Ending an Agreement

45. Ending a Fixed Term or Periodic Tenancy

45.1 If the Tenant wishes to vacate the Property at any time on or after the expiration of the term, the Tenant must first give to the Owner not less than 14 days' notice in writing in accordance with the Law of his intention to do so.

Termination by Landlord

46. Termination by Landlord

46.1 If the Tenant fails to perform or observe any obligation contained in this Agreement, the Owner may terminate this tenancy in accordance with the Law.

Residential Tenancy Agreement - Part B



Destroyed or Damaged Premises

47. Destroyed or Damaged Premises

- 47.1 If the Property is destroyed or damaged from any cause (other than the act or default of the Tenant his servants, agents or any other person in the Property with his consent), so as to render the Property or a substantial part of it unfit for occupation, the rent or a fair proportion of the rent according to the nature and extent of the damage sustained shall be suspended.
- 47.2 The amount of the suspension must be ascertained in case the parties differ by reference to a single arbitrator to be appointed pursuant to the provisions of the *Commercial Arbitration (National Uniform Legislation) Act 2011*.
- 47.3 The rent shall be suspended (and not payable) as determined by the single arbitrator until either the Property is rendered fit for habitation, or this tenancy is terminated.

Definitions and Interpretation

48. Definitions and Interpretation

48.1 In this Agreement the following words and references apply:

- (a) The word 'Owner' wherever it appears in this Agreement includes the heirs / executors / administrators and assigns of the Owner and the word 'Tenant' wherever it appears in this Agreement includes the executors administrators and permitted assigns of the Tenant.
- (b) Where two or more persons are parties hereto either as Agent, Owner or as Tenants the agreements on their parts respectively to be performed or observed in this Agreement shall be binding upon them jointly and upon each of them severally.
- (c) The words 'Agent', 'Owner' and 'Tenant' and any other words having reference to a person or one person include the plural.
- (d) Any words, expressed in the singular include the plural and any words in the plural include the singular.
- (e) Words importing one gender include all other genders.
- (f) Words referring to a person include a company.
- (g) A reference to 'the Law' is a reference to the *Residential Tenancies Act* as amended from time to time and includes any other legislation governing residential tenancies in the Northern Territory of Australia whether enacted in addition to or to replace the *Residential Tenancies Act*.
- (h) Where there is any conflict or inconsistency between a term of this tenancy and a term specified under the Law to be a term of a tenancy agreement, the term specified under the Law shall prevail to the extent the conflict or inconsistency.

Unfair Contract Terms

49. Unfair Contract Terms - Application of the Australian Consumer Law

- 49.1 If any part of this Agreement is deemed to be an unfair term or void for the purpose of the Australian Consumer Law, then that part will be severed from this Agreement and all parts which are not deemed to be an unfair term and/or void for the purposes of the legislation remain in effect.

Advice, Complaints and Disputes

50. Disputes: NTCAT

- 50.1 From 1 June 2015, applications in relation to the *Residential Tenancies Act* are heard by the Northern Territory Civil and Administrative Tribunal (NTCAT).

51. Complaints and Advice

- 51.1 Northern Territory Consumer Affairs will provide assistance with information and advice on all tenancies matters and notices, excluding Residential Tenancy Applications and processes.

If a Dispute cannot be Resolved

52. NTCAT

- 52.1 Applications raising a tenancy dispute are required to be lodged on a NTCAT form.
- 52.2 This form, as well as advice on NTCAT procedures and processes, can be found on the NTCAT website: www.ntcat.nt.gov.au.

Residential Tenancy Agreement - Part C



IMPORTANT INFORMATION

Additional terms may be included in this Agreement if:

- (a) both the Owner and Tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act*, the *Residential Tenancies Regulations* or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Consumer Affairs & Fair Trading Act*, and
- (d) they do not conflict with the standard terms of this Agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT*

HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

Additional terms:

WATER USAGE:

Under the terms of this Residential Tenancy Agreement, the tenants' agree to pay full water usage charges during the tenancy. An invoice will be issued by the agent as per the bill cycle and payment is requested by the tenants' within fourteen (14) days of receipt.

OCCUPANTS:

It is agreed that during the tenancy, the tenants' "Quinitis Forestry" may change the occupants of the property to other employees.

Tenant Signature(s): _____

Print name: _____

Date: _____

Initials

Residential Tenancy Agreement - Part C



This page is intentionally left blank but additional terms between Tenant and Owner may be inserted and included in Part C by agreement between the parties. REINT has not endorsed or approved the further additional terms.

[A large, empty rectangular box with a thin border, intended for inserting additional terms between the tenant and owner.]

Initials

Residential Tenancy Agreement - Part C



This page is intentionally left blank but additional terms between Tenant and Owner may be inserted and included in Part C by agreement between the parties. REINT has not endorsed or approved the further additional terms.

Initials

THE OWNER AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the *Corporations Act*)

Tenant's Signature	Date	Witness (name and signature)	Date
--------------------	------	------------------------------	------

CORPORATION:

Name of Corporation

ACN / ABN

Quinta Forestry Ltd

83 080 139 966

Director

Director / Secretary

Executed by the Owner (if a corporation, the Owner executes this document pursuant to its constitution and the *Corporations Act*)

Owner / Owner's Agent Signature	Date	Witness (name and signature)	Date
---------------------------------	------	------------------------------	------

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C has been received by the Tenant:

(2) The Relevant By-Laws pertaining to the strata complex (if applicable) has been received by the Tenant:

Date

Date

Date

Date

Date

Date

Date

Date

(Signed by Tenants)

(Signed by Tenants)

For information about your rights and obligations as an owner or tenant, contact Northern Territory Consumer Affairs on:

Telephone: (08) 8999 1999 or 1800 019 319

Fax: (08) 8935 7738 - SMS : 040 111 6801

or visit www.consumeraffairs.nt.gov.au

JRM L1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**LEASE**

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
That part of Lot 384 on Deposited Plan 213513 comprising an area of 4.1503 hectares identified as the "Lease Area" on the sketch plan annexed to this Lease	Part	2012	429

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Mortgage to National Australia Bank Limited

ESTATE AND INTEREST

Fee simple

LESSOR (Note 3)

Sunset Ag Pty Ltd (ACN 658 329 867) of PO Box 1088 KUNUNURRA WA 6743
--

LESSEE (Note 4)

Quintis Leasing Pty Ltd (ACN 080 978 721) of Level 1, 87 Colin Street WEST PERTH WA 6005
--

TERM OF LEASE (Note 5)

This Lease is for an initial term of ten (10) years commencing on the 24th day of June 2022 together with two (2) consecutive optional terms of ten (10) years each, the first optional term commencing on the day following the expiration of the initial term of this Lease and the second optional term commencing on the day following the expiration of the first optional term of this Lease in accordance with the provisions clause 6.12 in the Operative Provisions of this Lease.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6) for the

peppercorn rent of One Dollar (\$1.00) for the initial term, One Dollar (\$1.00) for the first extended term, and One Dollar (\$1.00) for the second extended term as set out in the Operative Provisions of this Lease, and otherwise this Lease is governed by the terms, covenants and conditions contained in the Operative Provisions of this Lease.

Subject to the covenants and powers implied under the Transfer of Land Act 1893 as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.

The following covenants by the lessee are to be construed according to section ninety - four of the Transfer of Land Act 1893 as amended (No

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I N D E X**1. PAYMENT OF RENT, OUTGOINGS AND OTHER MONEYS**

- 1.1. Rent
- 1.2. Time for the Payment of Rent
- 1.3. Place and Manner of Payment of Rent
- 1.4. Payment for Utilities and Other Outgoings (If Any)
- 1.5. Payment of Rates and Taxes
- 1.6. Apportionment
- 1.7. Costs of the Lease
- 1.8. Lessor's Costs of Default Notices
- 1.9. Failure to Pay Any Money Due
- 1.10. Recovery of Utility Charges or Other Monies
- 1.11. Recovery of Cost of Default Repairs
- 1.12. Goods and Services Tax

2. USE AND CARE OF THE PREMISES

- 2.1. Repairs and Maintenance
- 2.2. Compliance with Requisitions of Authorities
- 2.3. Not to Void Lessor's Insurance Policies
- 2.4. Use of Premises
- 2.5. Alterations
- 2.6. Insurance of Buildings and Fixed Improvements Erected on the Premises and Lessee's Employees, Trade Inventory, Fixtures and Fittings
- 2.7. Public Liability Insurance
- 2.8. Indemnification of Lessor
- 2.9. Permit Entry to Inspect the Premises
- 2.10. Signs
- 2.11. Cleaning and Security
- 2.12. Work Health and Safety Act 2020

3. ASSIGNMENT OF THE LEASE

- 3.1. No Assignment without Consent
- 3.2. Consent not Arbitrarily or Unreasonably Withheld
- 3.3. Deed of Covenant
- 3.4. Sale of Shares an Assignment

4. END OF TERM

- 4.1. Reinstatement
- 4.2. Painting Maintenance
- 4.3. Removal of Signs
- 4.4. Delivery up
- 4.5. Disposal of Abandoned Goods
- 4.6. Removal of Tenant's Fixtures

5. LESSOR'S COVENANTS**6. CONDITIONS**

- 6.1. Default: Notice of Breach of Covenant
- 6.2. Default: Termination
- 6.3. Termination not to Affect Preceding Breaches
- 6.4. Lessor's Additional Rights on Default
- 6.5. Total Destruction
- 6.6. Rent Rebate
- 6.7. Rebuilding

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- 6.8. Partial Destruction
- 6.9. Arbitration as to Partial or Total Destruction
- 6.10. Notices
- 6.11. Holding Over
- 6.12. Option to Renew Lease
- 6.13. Rent Review Provisions
- 6.14. No Warranty by Lessor as to Suitability
- 6.15. Lessor not Liable for Damage to Lessee's Property or for Interruption to Services
- 6.16. Severability
- 6.17. Registration of Lease
- 6.18. Lessor may Act by Agent
- 6.19. Exercise of Powers and Rights
- 6.20. Statutory Powers Implied
- 6.21. Entire Agreement
- 6.22. Moratorium
- 6.23. Effect of Execution
- 6.24. Assignment of Reversion
- 6.25. Governing Law
- 6.26. Captions and Clause Numbers, etc.
- 6.27. Consent
- 6.28. Termination for convenience
- 6.29. Termination for non-use
- 6.30. Special Conditions
- 6.31. Definitions

Sketch Plan

OPERATIVE PROVISIONS OF LEASE
(Primary Processing Centre)
Part Lot 384 Packsaddle Road
Kununurra

SUNSET AG PTY LTD (ACN 658 329 867) of Post Office Box 1088, Kununurra WA 6743 ("**the Lessor**") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land described below (subject to the encumbrances (if any) notified on the Title to that land) leases to **QUINTIS LEASING PTY LTD (ACN 080 978 721)** of Level 1, 87 Colin Street, West Perth WA 6005 ("**the Lessee**") on the terms and conditions as hereinafter provided that part of Lot 384 on Deposited Plan 213513 Packsaddle Road, Kununurra comprising the area of 4.1503 hectares identified as the Leased Area on the sketch plan annexed to this Lease and being part of all that piece of land being:

Lot 384 on Deposited Plan 213513 and being the whole of the land contained in Certificate of Title Volume 2012 Folio 429, ("**the land**")

and the Lessor's buildings, fixtures, fittings and fixed improvements located on the Leased Area ("**the premises**"), to be held by the Lessee for a term of ten (10) years commencing on the 24th day of June 2022 at a peppercorn rent of One Dollar (\$1.00) (plus GST thereon for the term), and otherwise this Lease will be governed by the terms and conditions now set out:

1. PAYMENT OF RENT, OUTGOINGS AND OTHER MONEYS

1.1. Rent

The Lessee must pay the peppercorn rent of One Dollar (\$1.00) plus GST thereon to the Lessor for the initial term in accordance with the provisions of this Lease.

1.2. Time for the Payment of Rent

The Lessee must pay the peppercorn rent to the Lessor on or before the execution of this Lease, receipt of which the Lessor acknowledges by the Lessor's execution of this Lease.

1.3. Place and Manner of Payment of Rent

The Lessee must pay the peppercorn rent to the Lessor by cheque, cash, direct bank deposit or electronic funds transfer from the Lessee's bank to the Lessor's account at the Lessor's bank.

1.4. Payment for Utilities and Other Outgoings (If Any)

The Lessee must pay directly to the suppliers concerned (without demand by the Lessor), or, if the Lessor so

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directs, to the Lessor or as otherwise designated by the Lessor from time to time:

- 1.4.1. all charges for electric light, power, gas or any other form of energy used or consumed upon the premises;
- 1.4.2. the charges for all telecommunication facilities, installation, rental, call or other charges in respect of any and all telecommunication services connected to the premises;
- 1.4.3. the charges (if any) for water consumed upon the premises;
- 1.4.4. all charges for any other utility or service supplied to and consumed by the Lessee on the premises; and
- 1.4.5. reimburse the Lessor for the insurance premiums (if any) paid by the Lessor on any insurances effected by the Lessor in respect of all buildings and fixed improvements erected on the premises, in default of the Lessee maintaining such insurances in the terms of clauses 2.8 to 2.10 inclusive.

1.5. Payment of Rates and Taxes

The Lessee must pay to the Lessor following issue of a valid Tax Invoice such portion of all local Municipal Shire Authority rates and taxes, and Ord Irrigation Co-operative Limited fixed charges (but excluding any volumetric water charges unless any irrigation water is drawn for use on the premises in which event the Lessee will contribute the cost thereof) based on the same proportion as the area of the premises bears to the total area of the land charged or assessed.

1.6. Apportionment

Where any utility charges, or utility services provided to the premises include amounts levied in respect of the premises but also other property owned by the Lessor and are not separately assessed or apportioned to the premises by the supplier or authority concerned, the parties shall agree on an apportionment on the basis of the estimated proportion of such services utilised by the Lessee and by the Lessor.

1.7. Costs of the Lease

Each party will bear their own costs in respect of the negotiations for, preparation and completion of this Lease documentation but the Lessee must pay or reimburse the Lessor for the Landgate registration fee payable on registration of this Lease and any reasonable costs incurred by the Lessor in arranging for registration of this Lease.

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1.8. Lessor's Costs of Default Notices

The Lessee must pay on demand by the Lessor all costs, charges and expenses (including solicitors' costs on a solicitor client basis) incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach of any of the covenants contained in this Lease, notwithstanding forfeiture for such breach may be avoided otherwise than by relief granted by a Court.

1.9. Failure to Pay Any Money Due

If the Lessee fails to pay any amount due by the Lessee to the Lessor under the terms of this Lease on the due date or within seven (7) days thereof, the Lessee must pay any such outstanding amount due to the Lessor together with interest thereon calculated at the rate of ten percent (10%) per annum computed from the due for payment to and including the upon which payment is actually received by the Lessor from the Lessee.

1.10. Recovery of Utility Charges or Other Monies

If any amount demanded in accordance with the preceding clause is not paid when demanded the Lessor may recover that amount and any interest, penalties or other imposts in the same manner as rent in arrears under this Lease.

1.11. Recovery of Cost of Default Repairs

Clauses 1.9 and 1.10 of this Lease will apply to all expenses incurred by the Lessor in completing any repair in respect of which default has been made by the Lessee in compliance with any notice to repair given by the Lessor under the Property Law Act or under this Lease.

1.12. Goods and Services Tax

1.12.1. Definitions: Unless the contrary intention appears in this clause:

"**GST**" means a goods and services tax or other tax levied on the value of a good or service or property supplied as defined in Section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act") including but not limited to the value represented by the rent and any other money payable to the Lessor for goods or services or property; and

"**Supply**" means a good or service or property supplied as defined in Section 195-1 of the GST Act including but not limited to the premises and

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other goods or services or property the cost of which comprises part of any variable outgoings or other monies payable to the Lessor.

- 1.12.2. Lessee must pay GST: The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply provided the Lessor issues a valid tax invoice as defined in the GST Act, addressed to the Lessee.
- 1.12.3. Lessee must pay GST at same time: The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay at the same time and in the same manner as the Lessee is obliged to pay for that Supply, including and in relation to rent or any other monies payable to the Lessor, at the time the Lessee is obliged to pay those amounts.
- 1.12.4. Prices do not include GST: The price of each Supply, including rent and any other monies payable under this Lease, does not include GST on that Supply and the Lessee must pay the amount of the GST in addition to the price for that Supply fixed or determined under this Lease.
- 1.12.5. Adjustment Event: If in relation to a Taxable Supply, an Adjustment Event (as defined in the GST Act) occurs that gives rise to an Adjustment (as defined in the GST Act), then the GST payable by the Lessee as recipient of a Supply will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. If a payment is required, it must be made within ten (10) days of the date on which an Adjustment Notice (as defined in the GST Act) is issued by the supplier.
- 1.12.6. Tax Credits: A reference to a cost, expense, liability or any other monies payable by the supplier excludes any amount in respect of GST forming part of the relevant cost, expense or liability when incurred that the supplier can claim as an input tax credit (as defined in the GST Act).
- 1.12.7. Apportionment of GST: Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the outgoing is determined.
- 1.12.8. Statement of GST paid is conclusive: A written tax invoice given to the Lessee by the Lessor of the amount of GST that the supplier pays or is liable to pay is conclusive as between the Lessor and the Lessee except in the case of any obvious error.

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2. USE AND CARE OF THE PREMISES**2.1. Repairs and Maintenance**

The Lessee must throughout the term and any extension thereof and otherwise so long as the Lessee may remain in occupation of the premises:

- 2.1.1. keep all buildings and fixed improvements erected on the premises together with all fixtures and fittings and any air conditioning plant and equipment contained therein in good and substantial repair, order and condition;
- 2.1.2. retain the utility services connected to the premises; and
- 2.1.3. ensure that all trees growing on the premises are retained within the boundaries of the premises and do not overhang any of the external boundaries of the premises.

2.2. Compliance with Requisitions of Authorities

The Lessee must in relation to the premises construct such works and make such amendments and alterations to the premises and must perform and do such acts and things as are at any time or times during the term required by any notice, order or requisition whether addressed to the Lessee, occupier or owner under or in pursuance of:

- 2.2.1. the Contaminated Sites Act 2003,
- 2.2.2. the Environmental Protection Act 1986;
- 2.2.3. the Health Act 1911;
- 2.2.4. the Local Government Act 1960; and
- 2.2.5. the Work Health and Safety Act 2020,

or any statutory modification or amendment of any of those Acts, or in pursuance of any other Act or Acts for the time being in force which affect the premises and the use to which they are put by the Lessee, or by any bylaws or regulations made thereunder relating to public health or safety, or by any requisition or requirement of Horizon Power or the Fire Underwriters Association or other body or authority having power or control over electrical installations or fixtures and fittings (including but not limited to installation of residual current devices, fire and/or smoke alarms and other emergency services in respect of any of the buildings erected on the premises), or insurance matters or similar subjects or matters, except that the Lessee will not be under any liability for any structural alterations or additions to any building improvements erected on the premises, unless such structural alterations or additions are required by reason of the nature of the activities conducted by the Lessee on the premises.

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2.3. Not to Void Lessee's Insurance Policies

The Lessee must not do or permit or suffer to be done any act or thing upon the premises whereby any insurance against fire and all other risks effected by the Lessee in connection with any of the buildings, erections or other fixed improvements erected on the premises or any part thereof may be voided or some or all risks declined.

If the Lessee does or permits to be done (or omits to do), any act, matter or thing which has the effect of invalidating or voiding any of the Lessee's policies of insurance or which results in any claim made thereunder being unpaid then the Lessee must indemnify and keep the Lessor indemnified against all costs, damages or losses which the Lessor incurs as a result of the invalidation or voiding of any of the Lessee's policies of insurance caused by the Lessee in the terms above.

2.4. Use of Premises

The Lessee must:

- 2.4.1. only use the premises for the operation of the Lessee's Primary Processing Centre for the processing of sandalwood and any other silviculture products brought onto the premises for processing by the Lessee or a related body corporate of the Lessee, and must only use the two residential premises or manager's quarters erected on the premises for the accommodation of employees and/or the families of employees of the Lessee or a related body corporate of the Lessee;
- 2.4.2. not carry on or suffer to be carried on upon the premises or any part thereof any activity other than that appertaining to and connected with the operation of the premises as a Primary Processing Centre for Lessee's sandalwood and associated silviculture products;
- 2.4.3. not, in operating the Lessee's Primary Processing Centre on the premises, do or suffer to be done in or upon the premises or any part thereof any act or thing which may be or become in breach of any municipal bylaw, or a nuisance, damage, to the Lessor or owners or occupiers of any of the adjoining or neighbouring properties, nor permit the premises or any part thereof to be used for any illegal purposes;
- 2.4.4. not (except to the extent which may be necessary in the operation of the Lessee's Primary Processing Centre on the premises, in which event the Lessee will be strictly liable for the safe storage, transport and use thereof), store chemicals, inflammable liquids or substances, acetylene gas,

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explosive liquids, compounds or substances upon the premises;

- 2.4.5. not use or permit the water closets, lavatories, septic tanks or any other sanitary or waste disposal appliances contained in any of the buildings erected on the premises to be used for any purpose other than that for which they were constructed.

2.5. Alterations

Should the Lessee wish to make any alterations or additions to any of the buildings and fixed improvements erected on the premises, the Lessee may do so without the Lessor's prior consent provided the Lessee obtains any Local Shire Authority building approvals which may be required for any such proposed works and they are constructed in accordance with any such approvals by competent tradesmen or building contractors.

2.6. Insurance of Buildings and Fixed Improvements Erected on the Premises and Lessee's Employees, Trade Inventory, Fixtures and Fittings

- 2.6.1. The Lessee must, at the Lessee's expense, insure all buildings and fixed improvements erected on the premises in the name of the Lessee with the Lessor specified as an interested party for the Lessee's interests as the Lessee and the Lessor's interest as owner, against damage by fire, explosion, fusion, storm, tempest, earthquake, malicious damage, burglary damage and any other risks which a prudent owner would usually insure against to the full replacement value thereof including the cost of removal of debris, architects' and consultants' fees and other incidental expenses, upon replacement and reinstatement conditions. Unless otherwise agreed between the Lessor and the Lessee, all monies claimed and paid under such insurance must be applied in reinstating those parts of the insured property damaged or destroyed.
- 2.6.2. The Lessee must promptly pay all premiums necessary to maintain such insurance on or before the date on which the premium becomes due for payment and upon renewal thereof in each year the Lessor must forward to the Lessee a copy of the policy of insurance and a certificate of currency in respect of such insurance.
- 2.6.3. If the Lessee fails to take out and maintain any such building insurance as set out in clause 2.9.1, the Lessor may, in the Lessor's absolute discretion, without imposing any liability on the Lessor to do

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so, effect and keep on foot such insurance and the Lessee must reimburse the Lessor upon demand for any premiums paid by the Lessor for that purpose.

2.6.4. The Lessee must insure and keep insured any additions and tenant's fixtures in or attached to any buildings or other fixed improvements erected on the premises, against all usual insurable risks which would normally be covered by a prudent owner for the full replacement value thereof.

2.6.5. The Lessee must pay any insurance policy excesses which may be payable to the Lessee's insurers under the terms of the insurances taken out by the Lessee in respect of or arising out of any claim for damage caused to any buildings or fixed improvements erected on the premises or any part thereof.

2.7. Public Liability Insurance

2.7.1. The Lessee must take out and maintain a public liability insurance policy having a minimum cover of not less than Twenty Million Dollars (\$20,000,000.00) or such other higher amount, as may be reasonably required by the Lessor having regard to the nature of the Primary Processing activities carried on at the premises by the Lessee, in an insurance office or with underwriters to be approved of by the Lessor (which approval must not be unreasonably withheld).

2.7.2. The Lessee must promptly pay all premiums necessary to maintain such public liability insurance on or before the date on which the premium becomes due for payment and upon each annual renewal thereof forward to the Lessor a copy of the policy of such insurance and a certificate of currency.

2.7.3. If the Lessee fails to take out and maintain public liability insurance as set in clause 2.10.1, the Lessor may from time to time, in the Lessor's absolute discretion (without imposing any liability on the Lessor to do so), effect and keep on foot such insurance and the Lessee must reimburse the Lessor upon demand for the premium paid by the Lessor for that purpose.

2.8. Indemnification of Lessor

2.8.1. The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of

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any occurrence in or at the premises or the use by the Lessee of the premises or any part thereof or to any person or property of any person using or entering on or near any driveway, hardstand or parking area, pathway, verandah, entrance or passageway to, into or of any of the buildings erected on the premises occasioned (wheresoever it may occur on the premises) arising from any negligent act or omission of the Lessee or any of the Lessee's contractors, employees, workmen, agents, customers or any other person or persons using or upon the premises with the Lessee's consent or approval express or implied.

2.8.2. The Lessee must indemnify and keep the Lessor indemnified from and against all loss and damage to the premises caused by or resulting from any negligent use of any of the utility services supplied to or utilised on the premises by the Lessee or in connection with the Lessee's use of the premises or by reason of any faulty sanitary, water, gas or electrical fittings or fixtures fixed or installed in any of the buildings erected on the premises by the Lessee or on behalf of the Lessee.

2.8.3. The Lessee must give prompt written notice to the Lessor of any accident to, or defect in, or want of repair to the water pipes, electric light and power wiring, fittings or fixtures, and of any circumstances which are likely to be or cause any danger, risk or hazard to any of the buildings and fixed improvement on the premises or any person therein.

2.9. Permit Entry to Inspect the Premises

The Lessee must permit the Lessor and/or the agents of the Lessor upon reasonable notice to the Lessee to inspect the premises during business hours no more than once per year (except in the case of any emergency), during the term and any extension thereof, provided that the Lessor and/or its agents comply with all reasonable safety procedures required by the Lessee for entry of personnel onto the Primary Processing Area of the premises and subject to the following conditions:

- 2.9.1. an employee or officer of the Lessee shall be entitled to accompany the Lessor or the Lessor's authorised personnel while inspecting the Primary Processing Centre;
- 2.9.2. the Lessee must be provided with details of the Lessor's inspecting representatives for approval by the Lessee which approval must not be unreasonably delayed or withheld;

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- 2.9.3. no photography is permitted inside the Primary Processing Centre; and
- 2.9.4. the Lessor is not permitted to touch, move or remove any wood products from the Primary Processing Centre.

2.10. Signs

The Lessee may erect such signs as the Lessee may reasonably require on the premises in the operation of the Lessee's Primary Processing Centre provided the Lessee obtains any Local Authority approval which may be necessary for any such signage.

2.11. Cleaning and Security

- 2.11.1. The Lessee must throughout the term and any extension thereof keep all buildings erected on the premises (and in particular the two residential buildings) in a clean and tidy condition; and
- 2.11.2. The Lessee must, at the expiration or sooner determination of this Lease, return to the Lessor all keys, cards or other locking or security devices for all door locks, window locks or other openings of any of the buildings erected on the premises together with keys to unlock any external perimeter gates, and must not permit any such keys or other locking devices at any time to come into the possession or control of any person other than the Lessee or the Lessee's employees or agents or an employee or agent of any of the Lessee's related bodies corporate.
- 2.11.3. The Lessee must use the Lessee's best endeavours to protect all buildings and fixed improvements erected on the premises and any property contained therein in order to keep the same safe from theft, robbery or malicious damage and the Lessee must also keep all gates, doors, windows and other openings closed and securely fastened where possible when any of the buildings erected on the premises are not in regular use.

2.12. Work Health and Safety Act 2020

- 2.12.1. The Lessee acknowledges and agrees that, for the purposes of the Work Health and Safety Act 2020 as amended, the Lessee has control of the premises and all buildings and fixed improvements erected thereon.
- 2.12.2. By this clause, the Lessee releases and indemnifies and agrees to keep the Lessor indemnified from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Lessor is or may be or become liable by

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reason of the Work Health and Safety Act 2020 as amended in respect of the premises or the use and occupation thereof by the Lessee.

3. ASSIGNMENT OF THE LEASE**3.1. No Assignment without Consent**

The Lessee must not, without the previous consent in writing of the Lessor on each occasion, assign, transfer or sublet the premises, or any part thereof, or otherwise by any act or deed procure, allow or suffer (either voluntarily or involuntarily) the premises, or any part thereof, to be assigned, transferred or sublet, or the possession thereof parted with for all or any part of the term and the provisions of Sections 80 and 82 of the Property Law Act 1969 as amended will not apply to this Lease.

3.2. Consent not Arbitrarily or Unreasonably Withheld

If the Lessee gives to the Lessor all information required by the Lessor to assess the suitability of an intending assignee or sublessee not less than thirty (30) days prior to the date on which the Lessee wishes to assign or sublet the whole of the premises, then the Lessor must not arbitrarily or unreasonably withhold consent to assignment or subletting of the whole of the premises in the case of a responsible and respectable assignee, transferee or sublessee of good financial standing, trading experience and ability. The Lessee will bear the onus and cost of proving such facts to the satisfaction of the Lessor in all respects, and the provisions of clause 3.3 must be complied with prior to any assignment or subletting.

3.3. Deed of Covenant

Before the Lessor is called upon to give such consent:

- 3.3.1. the Lessee must ensure that all terms, covenants and conditions of the Lease have been complied with and that any proposed assignee, transferee or sublessee of the premises enters into a covenant, to be prepared by the solicitors for the Lessor at the expense of the Lessee, assignee, transferee or sublessee by which that assignee, transferee or sublessee covenants to abide by and perform the conditions and covenants herein contained or implied.

Where the proposed assignee, transferee or sublessee is a corporation, the performance of the covenants by the assignee, transferee or sublessee with the Lessor contained in the assignment or sublease must be personally guaranteed by the directors and/or the principal shareholders of the

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- assignee, transferee or sublessee if required by the Lessor as a condition of consent;
- 3.3.2. the Lessee, assignee, transferee or sublessee must pay to the Lessor all proper and reasonable costs, charges and expenses incurred by the Lessor of and incidental to any enquiry made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee, transferee or sublessee; and
- 3.3.3. all rent and other outgoings then due or payable have been paid and there is no existing unremedied breach of the Lessee's covenants.

4. END OF TERM**4.1. Reinstatement**

At the expiration or sooner determination of the term, the Lessee will not be obliged to reinstate all buildings and fixed improvements on the premises to their original state except to the extent that the Lessee has erected any material structures on the premises without obtaining any statutory building approvals from the Local Shire Authority having jurisdiction over the premises under clause 2.5, but the Lessee must leave the premises and all buildings and fixed improvements erected thereon clean, tidy and free from rubbish with all Lessee's plant and equipment and machinery removed from the premises by the end of this Lease.

4.2. Painting Maintenance

The Lessee must during the term and any extension thereof as and when reasonably required repaint all such parts of the two residential buildings erected on the premises as have previously been painted both internally and externally in order to maintain them in reasonable order and condition.

4.3. Removal of Signs

At the end or sooner determination of the term if so required by the Lessor, the Lessee must remove any trade or business signage, insignia or notices whether internal or external in or upon the premises or any buildings erected on the premises making good any damage caused by such removal so that the premises are left as if no such signage or insignia had been placed on any building or fixed improvements erected on the premises or in any free standing location.

4.4. Delivery up

The Lessee must at the end or sooner determination of the term peaceably and quietly deliver up possession of

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the premises and all buildings and fixed improvements erected on the premises in such good and substantial repair, order and condition as is consistent with the Lessee's covenants contained in this Lease.

4.5. Disposal of Abandoned Goods

Any of the Lessee's fittings, fixtures, plant, equipment, trade inventory or other property of whatsoever description found upon the premises more than seven (7) days after the expiration or other termination of this Lease will be deemed to be abandoned by the Lessee and will be and become the property of the Lessor to be dealt with or disposed of as the Lessor sees fit without any obligation of the Lessor to report or account to the Lessee in respect of such disposal.

Alternatively, the Lessor may elect to deposit some or all of the items in a warehouse, any commercial storage facility or elsewhere, as may be nominated by the Lessee (or failing nomination by the Lessee then as determined by the Lessor), at the cost of and to the account of the Lessee, and the Lessor will not be liable for any loss or damage occasioned to the Lessee's property by the removal to storage and while any of the items are so stored, and will not be liable in any cause or action including (but without limiting the generality of the foregoing) in conversion, detinue or trespass to goods by reason of the retention, storage or other disposal of such property.

4.6. Removal of Tenant's Fixtures

At or prior to the end or sooner termination of the term, the Lessee may take, remove and carry away from the premises all signs, fixtures, fittings, plant, equipment or other articles upon the premises in the nature of trade or tenant's fixtures brought onto the premises by the Lessee, other than air conditioning plant, basins, lavatories and plumbing and any other fixtures which in the opinion of the Lessor form an integral part of any of the buildings erected on the premises, and the Lessee must, in arranging for such removal, forthwith make good to the satisfaction of the Lessor any damage which may be caused or occasioned to any of the buildings erected on the premises by such removal.

5. LESSOR'S COVENANTS

- 5.1. The Lessor (with the intent to bind the premises and the proprietor thereof for the time being but not so as to render the Lessor personally liable in damage except for the Lessor's own negligent acts and defaults or the negligent acts of the Lessor's employees or

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agents while the Lessor remains the registered proprietor) agrees with the Lessee:

- 5.1.1. that the Lessee duly paying the rent hereby reserved and performing and observing the terms, covenants and conditions herein expressed or implied and on the part of the Lessee to be performed and observed may peaceably and quietly hold and enjoy the premises during the term or any extension thereof without any interruption by the Lessor or by any person or persons rightfully claiming under or in trust for the Lessor; and
- 5.1.2. that the Lessor will pay all annual Shire rates and taxes levied on the land which includes the premises.
- 5.2. Notwithstanding the provisions hereinbefore contained, if the Lessor has entered into this Lease as Trustee of a Trust, the Lessor will not be personally liable to the Lessee for any breach of the Lessor's covenants and the Lessee acknowledges that in respect of any breach of the Lessor's covenants the Lessee will be able to claim damages from the Lessor only to the extent that the Lessor is able to recover reimbursement from the nett assets of that Trust and further that no officers of the Lessor, if a corporation, will be personally liable to the Lessee.

6. CONDITIONS**6.1. Default: Notice of Breach of Covenant**

If the Lessee fails to perform or observe any covenant contained in this Lease, or any condition described in this Lease ceases to be complied with other than the covenants by the Lessee to pay rent and make any other payments due hereunder, then the Lessor will give notice as may be required by law to be given, or if no notice is so prescribed, a written notice addressed to the Lessee specifying the default and requiring the Lessee to remedy the default within twenty one (21) days before the Lessor may commence action for recovery of the premises.

6.2. Default: Termination

If:

- 6.2.1. the Lessee fails to make any payment of rent due hereunder promptly on the due date or within thirty (30) days of receiving a tax invoice or demand from the Lessor;
- 6.2.2. the Lessee fails to make any payment (other than rent), due under this Lease, or to comply with any notice served on the Lessee by the Lessor under this Lease requiring the Lessee to take any action, within the time (if any) limited in that notice for making the payment, or taking that action, or

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- within a reasonable time, if no time is specified in the notice;
- 6.2.3. the Lessee vacates the premises permanently without first assigning the Lease or subletting the premises with the Lessor's prior written consent in accordance with this Lease;
- 6.2.4. the Lessee being a natural person assigns the Lessee's estate or enters into a deed of arrangement for the benefit of the Lessee's creditors (provided always that any deed of assignment or deed of arrangement made under the Bankruptcy Act 1966 as amended, and any act or actions by or against the Lessee or the Lessee's property which is or may be deemed to be an act of bankruptcy under the Act will be excluded from the operation of this clause) or if any execution either by writ or warrant or by appointment of a receiver is levied on or against any of the property or assets of the Lessee;
- 6.2.5. the Lessee, being a corporation:
- 6.2.5.1. has a receiver and manager, liquidator, provisional liquidator, or official manager appointed; or
- 6.2.5.2. suffers any execution either by writ or warrant or by appointment of a receiver on or against any of the property or assets of the Lessee; or
- 6.2.5.3. has appointed or suffers the appointment of an administrator or controller under the provisions of Part 5.3A of the Corporations Act;
- 6.2.6. then the Lessor may immediately after the happening of any of those events:
- 6.2.6.1. without any notice, re-enter the premises (or part of the premises in the name of the whole premises) or, in any other way, retake possession of the premises to the exclusion of the Lessee and immediately upon that re-entry or retaking of possession, this Lease will terminate absolutely; or
- 6.2.6.2. by written notification to the Lessee (with or without re-entering the premises) terminate the Lease forthwith.

In the event of the Lessor electing to exercise the Lessor's right of re-entry into the premises upon default by the Lessee, the Lessor or the Lessor's duly appointed agents, contractors or employees will have power to open by any means any door, window or fastening for the purpose of re-taking possession of the premises and to remove, expel or clear out all persons, furniture, chattels and other property of whatever description from the premises, at the cost of

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the Lessee, without being liable for any action for trespass or other proceedings whatsoever for so doing.

6.3. Termination not to Affect Preceding Breaches

Any termination of the Lease under this clause will not release or discharge the Lessee from liability in respect of payment of rent and payment of other amounts accrued up until the termination, or for breaches of covenant antecedent to the termination.

6.4. Lessor's Additional Rights on Default

- 6.4.1. Each of the covenants by the Lessee which are specified in this clause will be deemed to be essential terms of the Lease:
- 6.4.1.1. the Lessee's covenant to pay the peppercorn rent due for each term of the Lease on the due date or within thirty (30) days of receiving a tax invoice or demand from the Lessor;
 - 6.4.1.2. the Lessee's covenant to pay for utility charges referred to in clauses 1.4 and any other payment due under this Lease;
 - 6.4.1.3. the covenants contained in clause 2.4.1;
 - 6.4.1.4. the Lessee's obligation to take out the Lessee's insurances referred to in clauses 2.6 to 2.7 inclusive; and
 - 6.4.1.5. the covenants against assigning, subletting or parting with possession of the premises without first obtaining the Lessor's written consent as contained in clause 3.
- 6.4.2. In respect of the Lessee's obligation to pay the peppercorn rent reserved under this Lease, the acceptance by the Lessor of arrears of rent or of any late payment of rent will not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent in accordance with the provisions of this Lease at the commencement of each Lease term.
- 6.4.3. The Lessee must compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor will be entitled to recover damages from the Lessee in respect of such breach or breaches and the Lessor's entitlement under this clause will be in addition to any other remedy or entitlement to which the Lessor is entitled (including the Lessor's remedy to terminate this Lease).
- 6.4.4. In the event that the Lessee's conduct, whether by acts or omissions, constitutes a repudiation of

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this Lease or the Lessee's obligations under this Lease or constitutes a breach of any of the Lessee's covenants, the Lessee must compensate the Lessor for the loss or damage suffered by the Lessor by reason of the repudiation or breach.

- 6.4.5. The Lessor will be entitled to recover damages from the Lessee in respect of repudiation or breach of covenant for any damage suffered by the Lessor during the entire term of the Lease.
- 6.4.6. The Lessor's entitlement to recover damages will not be affected or limited by any of the following:
- 6.4.6.1. if the Lessee abandons or vacates the premises;
 - 6.4.6.2. if the Lessor elects to re-enter or terminate this Lease;
 - 6.4.6.3. if the Lessor accepts the Lessee's repudiation;
 - 6.4.6.4. if the conduct of the parties hereto constitutes a surrender of the Lease by operation of law.
- 6.4.7. The Lessor will be entitled to institute legal proceedings claiming actual damages (if any are suffered by the Lessor), from the Lessee up to the date of default.

6.5. Total Destruction

If the premises are destroyed or so damaged by fire, explosion, storm, tempest, flood, earthquake or any other cause not attributable to any act or omission of the Lessee or any of the Lessee's employees, contractors or agents during the term so as to be unfit for use or occupation by the Lessee then, and in any such case, and as often as the same may happen, (but provided that the insurance of the premises has not been vitiated or rendered void or voidable or the insurance moneys are not recoverable as a result of any act or default of the Lessee or any of the officers, employees, customers, invitees or licensees of the Lessee), the rent and any other monies payable under this Lease, or a fair or just proportion thereof will be abated as set out hereunder until the premises are again rendered fit for occupation and use.

6.6. Rent Rebate

In the event of destruction of the premises and neither party terminating this Lease in accordance with the provisions of clause 6.7, then so long as the premises or any part of the premises remains unfit for use or occupation by reason of such damage or destruction a rebate of the rent otherwise payable, or a fair or just proportion thereof according to the nature or

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extent of the damage sustained, will be allowed until the premises are again rendered fit for occupation.

6.7. Rebuilding

In the event of the premises or any part thereof being destroyed or damaged, so as to be unfit for occupation by the Lessee, the Lessee must apply all insurance proceeds payable in respect of such damage and destruction in rebuilding or reinstates the whole or any part of the premises so damaged or destroyed unless otherwise agreed to by the Lessor and the Lessee. In the event of the Lessor and the Lessee agreeing in writing not to rebuild or reinstate the premises, but to deal with the insurance proceeds in some other manner, then the Lessor and the Lessee will each be at liberty at any time within three (3) calendar months from the date of such agreement to terminate the remainder of the term of this Lease by notice in writing to the other.

6.8. Partial Destruction

If any buildings or other improvements comprising a material part of the premises are at any time during the term or any extension thereof destroyed or damaged by fire, explosion, storm, tempest, earthquake, or any other cause not attributable to any act or omission by the Lessee or any of the Lessee's employees, contractors or agents, so as to render the premises partially unfit for occupation and use then (provided the money payable under any policy of insurance effected by the Lessor has not become irrecoverable or payment thereof is refused by the insurer by reason of any act or default of the Lessee), a rebate of a fair and just proportion of the rent hereby reserved according to the nature and extent of the damage sustained must be allowed by the Lessor until the damaged portion of the premises are again rendered fit for use.

6.9. Arbitration as to Partial or Total Destruction

In case of any difference touching the preceding clauses in respect of total or partial destruction of the premises, the same must be referred to the award of a single arbitrator in accordance with the provisions of the Commercial Arbitration Act 2015 or any statutory modification thereof for the time being in force and the full rent must be paid without any deduction or abatement until the date of such agreement or award following which the Lessor must refund any rent which may have been overpaid by the Lessee.

6.10. Notices

- 6.10.1. Form and address - Any notice or other communication including, but not limited to, any request, demand, consent or approval ("**notice**"), to or by a party to this Lease:
- 6.10.1.1. must be in legible writing and in English addressed to the party to which the notice is directed at the address of that party noted in this Lease or to such other address as may be specified in writing from time to time by a party to the other party or parties to this Lease as the address for service of that party and signed by the party giving the notice or that party's solicitors and agents;
 - 6.10.1.2. where the sender is a company, must be signed by an officer of the company or by the company's solicitors and agents;
 - 6.10.1.3. is regarded as being given by the sender and received by the addressee:
 - 6.10.1.3.1. if by delivery in person, when delivered to the addressee;
 - 6.10.1.3.2. if by post, four (4) business days after the date on which the sender of the notice posts it to the addressee; or
 - 6.10.1.3.3. if by email transmission, whether or not legibly received, when transmitted to the addressee,
but if the delivery or receipt is on a day which is not a business day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following business day; and
 - 6.10.1.4. can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- 6.10.2. Emails - An email transmission is regarded as legible unless the addressee telephones, or emails the sender within two (2) hours after transmission is received or regarded as received under clause 6.10.1 and informs the sender that it is not legible.
- 6.10.3. Addressees - In this clause 6.10, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

6.11. Holding Over

- 6.11.1. If the Lessee remains in occupation of the premises with the Lessor's express consent after the expiration of this Lease or any renewal of this Lease then the Lessee will occupy the premises as a tenant from month to month subject to the terms, covenants and conditions of this Lease, so far as the same are applicable to a monthly tenancy, and such tenancy will be terminable at the expiration of one (1) month's written notice by either party to the other at any time.
- 6.11.2. If the Lessee has not complied with all of the Lessee's obligations at the expiration or sooner determination of the term as contained in clause 4 of this Lease and returned all keys, security cards and/or other access or locking devices for the premises ("**the keys**") to the Lessor, and the Lessor has not otherwise agreed that the Lessee may remain in the premises as a monthly tenant in accordance with the holding over provisions of clause 6.11.1, then the Lessee must pay to the Lessor on demand any monies which may be payable under the terms of this Lease to the Lessor calculated on a daily basis from and including the day following the date of termination of this Lease for whatever reason to and including the day upon which the Lessee has complied with all of the Lessee's obligations on termination of this Lease and return of all of the keys of the premises to the Lessor.

6.12. Option to Renew Lease

- 6.12.1. Subject to the conditions set out in this clause, the Lessee may renew the term of this Lease for a first optional period of ten (10) years commencing on the day following the expiration of the initial term of this Lease and if the Lessee exercises the Lessee's option to renew the term for the first optional term, the Lessee shall thereafter have one (1) further option to renew the term of this Lease for a second optional term of ten (10) years commencing on the day following the expiration of the first optional term of this Lease provided that the initial term and two (2) consecutive optional terms of ten (10) years each will not exceed a period of thirty (30) years from the commencement date of this Lease.
- 6.12.2. The Lessee may only renew the term of this Lease in accordance with this clause:
- 6.12.2.1. by serving on the Lessor (in accordance with clause 6.10 above) in such a manner that service is effected or deemed to be effected on a day at least six (6) months but not earlier than twelve (12) months

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before the date of expiration of this Lease, a written notice of the intention of the Lessee to renew the term for the next optional term;

- 6.12.2.2. if the Lessee has not, during the term of the Lease then current, committed a breach of the Lease (notice of which breach has been served by the Lessor on the Lessee and the Lessee has failed to remedy that breach);
- 6.12.2.3. if the Lessee is not in breach of the Lease at the time of service of the notice of intention to renew the term or at any time thereafter up to and including the last day of the current term of this Lease, (whether or not the Lessor has given any notice in respect of that breach of this Lease).
- 6.12.3. The same terms and conditions will apply during each renewed term as applied during the initial term including the Lessee's obligation to pay a peppercorn rent of One Dollar (\$1.00) plus GST in respect of each respective optional term, except for this clause as it relates to each respective option to renew this Lease if exercised by the Lessee.
- 6.12.4. Following the Lessee's exercise of the Lessee's option to renew the term of this Lease for the first optional term and thereafter the second optional term in the Lessee's discretion, the Lessee must execute a Deed of Extension of Lease in a form registrable at Landgate to be prepared by the Lessor's solicitors, and the reasonable costs thereof together with all Landgate registration fees must be reimbursed by the Lessee to the Lessor upon demand.

6.13. Rent Review Provisions

The parties acknowledge that the rent for the premises for the initial term and each optional term is a peppercorn rent of One Dollar (\$1.00) for each term and there will be no review of the rent during the initial term, the first optional term or the second optional term.

6.14. No Warranty by Lessor as to Suitability

The Lessor does not expressly or impliedly warrant that any of the buildings erected on the premises or the premises as a whole are now or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability and adequateness of any of the buildings erected on the premises or the premises as a whole

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implied by law or in equity are hereby expressly negatived.

6.15. Lessor not Liable for Damage to Lessee's Property or for Interruption to Services

- 6.15.1. If any of the Lessee's property of whatever kind (including but not limited to the Lessee's trade inventory) which may be on the premises during the term is damaged or destroyed by water, heat, fire, flood, vermin or otherwise howsoever no part of the loss or damage occasioned thereby will be borne by the Lessor whether the same occurs by reason of any defect in the construction of any of the buildings and fixed improvements on the premises, or any fitting or apparatus in the premises, or by reason of the state of repair of any buildings erected on the premises, except only to the extent that such damage is caused by any negligent act or omission of the Lessor or any of the Lessor's employees, contractors or agents.
- 6.15.2. Notwithstanding any rule of law to the contrary, the Lessor will not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee arising out of any malfunction, failure to function, or interruption of any utility services to the premises or from any other cause whatsoever, nor will the Lessee have any right or action or claim for compensation or damages against the Lessor in respect of any such failure.

6.16. Severability

To the extent that any one or more of the provisions contained in this Lease is prohibited by any applicable law, such provisions or part thereof, and each of them shall to such extent only be ineffective without invalidating or modifying the remaining provisions of this Lease which will continue in full force and effect as if the provisions so prohibited had not been included in this Lease as from the date of execution hereof.

6.17. Registration of Lease

- 6.17.1. The Lessor acknowledges that the Lessee requires this Lease to be registered at Landgate and the Lessor will arrange for the registration of this Lease provided the Lessee reimburses the Lessor for all reasonable legal costs and disbursements including Landgate registration fees on the Lease incurred by the Lessor in attending to registration of this Lease including title production fees (if any).

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6.17.2. If this Lease is registered at the request of the Lessor or the Lessee, upon termination of this Lease, the Lessee must at the Lessee's cost, prepare, execute and register a Surrender of Lease at Landgate in order to remove reference to this Lease as an encumbrance on the title to the land.

6.18. Lessor may Act by Agent

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or any solicitor, agent, contractor or employee of the Lessor.

6.19. Exercise of Powers and Rights

6.19.1. The Lessor may exercise the Lessor's powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided for in this Lease) and notwithstanding any delay, neglect or previous waiver by the Lessor in respect of any of the Lessee's covenants or the exercise of any of the Lessor's powers.

6.19.2. The Lessor may exercise any rights or remedies in relation to this Lease, in the Lessor's absolute discretion and the Lessor will not be liable for any loss or damage suffered or incurred by the Lessee as a result of the exercise, attempted exercise, failure to exercise or delay in exercising any right, power or remedy of the Lessor.

6.20. Statutory Powers Implied

The powers implied or conferred in every Lease by virtue of the Transfer of Land Act 1893 as amended and the Property Law Act 1969 (except to the extent inconsistent with the terms and provisions expressed in this Lease) will apply to this Lease and augment the Lessor's powers contained in this Lease.

6.21. Entire Agreement

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect of the suitability of any of the buildings and fixed improvements erected on the premises, or the facilities, amenities or services of the premises, for the conduct of the Lessee's Primary Processing Centre on the premises, and that the terms, covenants, conditions and provisions contained in this Lease expressly or by statutory implication, cover and comprise the whole of the agreement between the parties hereto and it is

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expressly agreed and declared that no further or other terms, covenants and conditions or provisions whether in respect of the premises or otherwise will be deemed to be implied herein or to arise between the parties by way of collateral or other agreement.

6.22. Moratorium

The application to this Lease of any present or future moratorium or act (State or Federal) having the effect of extending the term reducing or postponing the payment of rent, other monies or any part thereof or otherwise affecting the operation of the terms, covenants and conditions on the part of the Lessee to be performed and/or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person, is expressly excluded and negatived so far as this exclusion and negation is lawful.

6.23. Effect of Execution

This Lease will be binding upon each party who or which has executed it notwithstanding:

- 6.23.1. the failure of any other person or party named as a party to execute it;
- 6.23.2. the avoidance or unenforceability of any part of this Lease; or
- 6.23.3. the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory hereto.

6.24. Assignment of Reversion

If the Lessor assigns or otherwise transfers or disposes of the Lessor's interest in the premises and the land upon which the premises are erected notwithstanding anything to the contrary contained or implied in this Lease or at law, any liability arising after the date of assignment or disposition in respect of any covenant or condition on the part of the Lessor to be performed and observed under this Lease will only be enforceable by the Lessee against the assignee or transferee of the Lessor's interest, and not against the Lessor as assignor or transferor of the Lessor's interest and the Lessee must release the Lessor as the assignor or transferor from, and indemnify the Lessor against, any such liability whatsoever.

6.25. Governing Law

This Lease will be interpreted in accordance with the law for the time being and from time to time in force in the State of Western Australia, and each of the parties hereto submits to the jurisdiction of the

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courts of that State and of courts competent to hear appeals therefrom.

6.26. Captions and Clause Numbers, etc.

The captions, headings and clause numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or clauses of this Lease nor in any way affect this Lease.

6.27. Consent

If this Lease requires the consent of the Western Australian Planning Commission pursuant to the provisions of Section 136 of the Planning and Development Act 2005 (as amended) then it will not become binding and will be of no force or effect unless the parties hereto (or either of them) apply for and obtain the approval of the Western Australian Planning Commission to enter into this Lease within three (3) months from the date of execution of this Lease. This Lease will then become binding on the day that the Western Australian Planning Commission grants its approval for the Lessor and the Lessee to enter into this Lease. The parties hereto will use their best endeavours to ensure that the conditions specified in this clause are satisfied as soon as is reasonably practicable, and if required each party will keep the other party fully informed as to progress towards satisfaction of this condition.

6.28. Termination for convenience

Notwithstanding any of the provisions of this Lease hereinbefore contained, the Lessor and the Lessee acknowledge and agree that the Lessee may terminate this Lease at any time during the initial term, the first optional term or the second optional term by six (6) months written notice to the Lessor in which event this Lease will terminate on expiration of the Lessee's notice prior to which termination, the Lessee must attend to the Lessee's end of term obligations referred to in this Lease.

6.29. Termination for non-use

Notwithstanding any of the provisions hereinbefore contained in this Lease, the Lessee acknowledges that the Lessor may terminate this Lease on six (6) months written notice to the Lessee if the Lessee ceases to actively utilise the premises as the Lessee's Primary Processing Centre for the processing of sandalwood harvested by the Lessee in the conduct of the Lessee's silvicultural and associated businesses in which event this Lease will terminate on the expiration of the

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Lessor's notice, prior to which termination the Lessee must attend to the Lessee's end of term obligations referred to in this Lease.

6.30. Special Conditions

The Lessor and Lessee agree that the following Special Conditions shall apply to this Lease:

6.30.1. The Lessee acknowledges that:

6.30.1.1. there is a water stand pipe near the main entrance to the premises off Packsaddle Road together with associated bore and pump unit established for the purposes of filling water trucks; and

6.30.1.2. that the Lessee must permit the Lessor and its employees, contractors or agents to access the water stand pipe to take limited supplies of water from time to time for spraying, planting and associated purposes or activities conducted on the land,

in consideration for which the Lessor will allow the Lessee and its employees or contractors reasonable access to the water bore located on Lot 384 adjacent to the premises which water bore services the water stand facility and which the Lessor agrees may otherwise be utilised by the Lessee and the Lessee's permitted occupants of the two residential houses erected on the premises for use in the Primary Processing Facility, toilets, garden maintenance and other purposes, to enable the Lessee as and when required to service, repair and maintain the bore, pump and water lines in good working order and condition throughout the term and any extension thereof.

6.30.2. The Lessor confirms that the Lessor will be carrying on general farming and/or horticultural activities on the Lessor's land other than the premises during the term of the Lease.

In conducting the Lessor's farming operations on the land the Lessor will from time to time engage in crop spraying activities on land adjacent to the premises as may be necessitated by the particular crops being grown from time to time by the Lessor and seasonal conditions.

Except in the case of an emergency, the Lessor agrees to provide reasonable notice to the Lessee's nominated representative from time to time on the premises of the date and time on which the Lessor, or any of the Lessor's employees, contractors, agents or representatives intend to conduct any chemical spraying operations on the Lessor's land immediately adjacent to the premises.

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- 6.30.3. The Lessee must ensure that in operating its Primary Processing Centre on the premises, no chemicals or other contaminants enter into any irrigation drains or channels servicing the land, nor contaminate any part of the premises. The Lessee must remediate to the Lessor's satisfaction any contamination of the premises or immediately adjoining land caused by the Lessee's use of the premises as the Lessee's Primary Processing Centre.
- 6.30.4. The Lessor will commission the preparation of an Environmental Report on the premises at the Lessor's cost to identify as a baseline whether any contamination has occurred on the premises as soon as practicable following the commencement date of the Lease but in any event within six (6) months thereof and provide a copy of the Environment Report to the Lessee for the Lessee's records.
- Provided the Lessor has obtained the Environmental Report referred to in Special Condition 6.30.4, then, if so directed by the Lessor, within a period commencing six (6) months prior to the termination of this Lease, the Lessee must at the Lessee's cost commission an Environmental Report from an independent professional Environmental Consultant acceptable to both parties to establish whether any contamination has occurred to the premises or any of the land immediately adjacent to the premises during the Lessee's occupation of the premises.
- If any contamination is identified as having occurred to the premises during the initial term or any extension thereof in the Lessee's Environmental Report when compared with the Lessor's Environmental Report at the commencement of the Lease, the Lessee must take all steps as may be recommended or required to remediate and eliminate such contamination to the extent caused by the Lessee, at the Lessee's cost.
- 6.30.5. Prior to the commencement date of this Lease, a representative of the Lessor and a representative of the Lessee must carry out a condition report in respect of the buildings and fixed improvements erected on the premises and a copy of which condition report shall be retained by the Lessor and the Lessee as a record of the status of the buildings and fixed improvements erected on the premises as at the commencement date of this Lease.
- 6.30.6. The Lessee may (if there is any practical way of conveying any such irrigation water to the premises at the Lessee's expense without interfering with the Lessor's farming operations

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on the land), utilise up to 72 megalitres per annum of irrigation water supplied by Ord Irrigation Co-operative Limited to the land, the cost of which irrigation water (if any is utilised by the Lessee), must be paid for by the Lessee (or reimbursed to the Lessor at cost if paid for by the Lessor).

- 6.30.7. The Lessor agrees that the Lessee may continue to utilise, throughout the term and any extension thereof, any drainage facilities installed to service the premises and utilised by the Lessee as at the commencement date of this Lease provided that in doing so the Lessee does not interfere with the Lessor's farming activities on the land adjoining the premises and does not cause any contamination of the Lessor's adjoining land.

6.31. Definitions

Wherever herein appearing the term "**the Lessor**" means **SUNSET AG PTY LTD (ACN 658 329 867)** together with its successors in business and transferees and assigns the term "**the Lessee**" means **QUINTIS LEASING PTY LTD (ACN 080 978 721)** together with its successors in business and permitted transferees and assigns.



Our Ref: 263/07/05/0001
 Enquiries: Poppy Heeson - 6551 9502

Durak & Zilko Lawyers
 PO Box 935
 NEDLANDS WA 6909

ATTENTION: Mr J Durack john@durackandzilko.com.au

Dear John

In respect of	Part of Lot 384 on DP 213513 Packsaddle Road, Kununurra
Between	Lessor – Sunset Ag Pty Ltd Lessee - Quintas Leasing Pty Ltd
Term of Lease	10 year lease term with two optional terms of 10 years each
Proposed Use	Processing Centre for Harvested Sandalwood Plantation Material.

In response to your application of 11th May 2022, it is advised that the Western Australian Planning Commission granted its approval to the abovementioned **LEASE** on 8th June 2022.

CONDITION:

1. This decision is valid for three years from the date of this approval.

ADVICE:

1. In regard to Condition 1, if the transaction is not entered into within this period, a new application is required.
2. This approval does not constitute subdivision approval and does not infer future subdivision approval will be forthcoming.

Please also note that the Western Australian Planning Commission no longer requires the executed lease documents to be submitted for its endorsement.

The Planning and Development Regulations 2009 was published in the Government Gazette on 19 June 2009 and Regulation 27 sets out the Commission's duties on applications under Sections 136 and 139 of the *Planning and Development Act 2005*, namely that it must give the applicant written notice of any decision it makes on an application for its approval under Sections 136 or 139

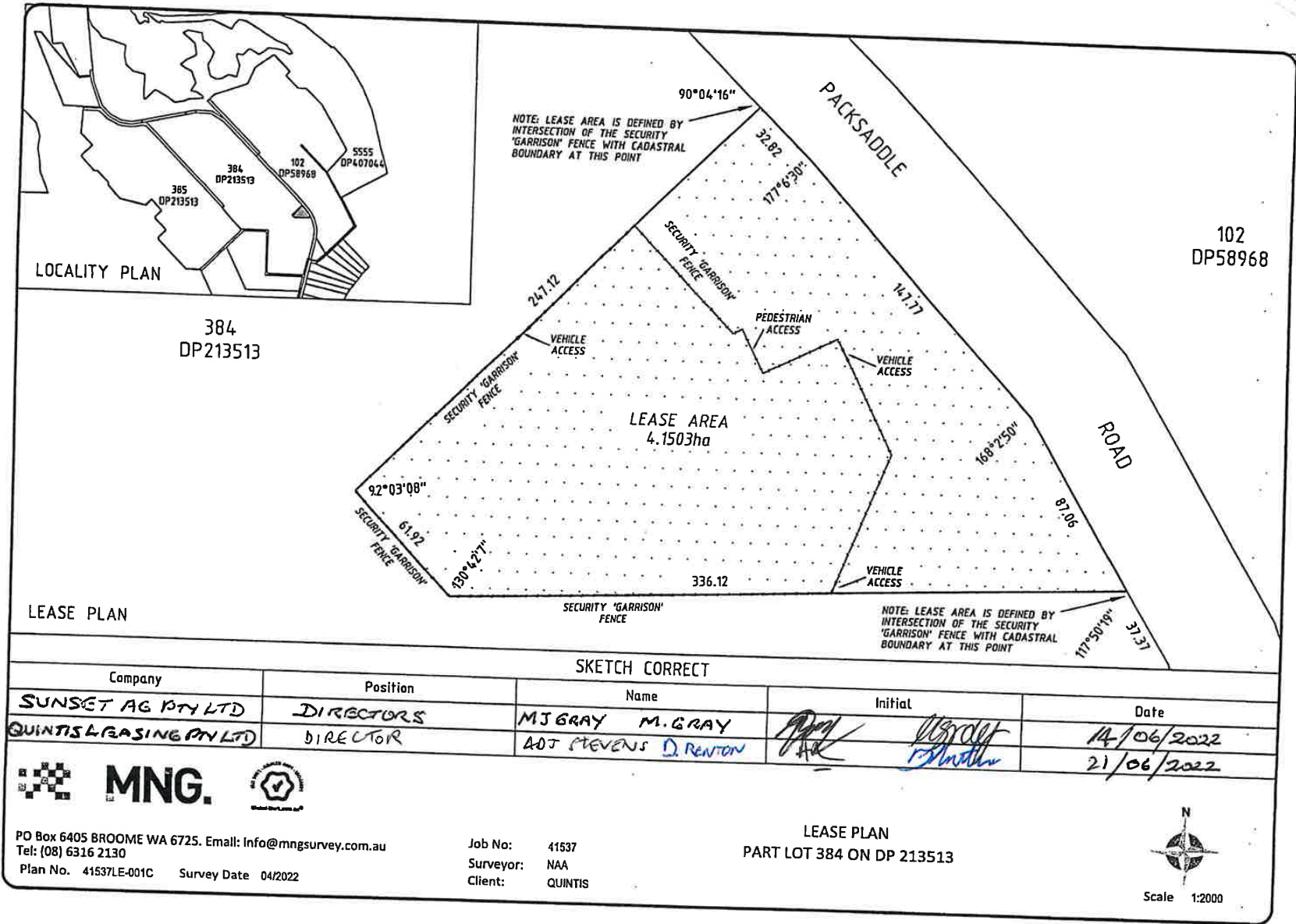
Yours faithfully

Sam Fagan
 Secretary
 Western Australian Planning Commission
 9 June 2022



wa.gov.au

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
 Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@planning.wa.gov.au www.planning.wa.gov.au
 ABN 35 482 341 493

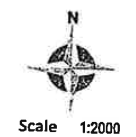


Company	Position	Name	Initial	Date
SUNSET AG PTY LTD	DIRECTORS	MJ GRAY M. GRAY	<i>[Signature]</i>	14/06/2022
QUINTIS RASING PTY LTD	DIRECTOR	AOT PREVENS D. RENTON	<i>[Signature]</i>	21/06/2022

MNG.
 PO Box 6405 BROOME WA 6725. Email: info@mngsurvey.com.au
 Tel: (08) 6316 2130
 Plan No. 41537LE-001C Survey Date 04/2022

Job No: 41537
 Surveyor: NAA
 Client: QUINTIS

LEASE PLAN
 PART LOT 384 ON DP 213513



ATTESTATION SHEET

PAGE 29

Dated this

day of

June

Year 2022

LESSOR/S SIGN HERE (Note 10)


Executed by **SUNSET AG PTY LTD (ACN 658 329 867)** with the authority of its Board pursuant to Section 127(1) of the Corporations Act 2001 by:



Signature Director

Matthew John Gray

Full Name of Director



Signature Director / Secretary

Melanie Gray

Full Name of Director / Secretary

LESSEE/S SIGN HERE (Note 10)


Executed by **QUINTIS LEASING PTY LTD (ACN 080 978 721)** with the authority of its Board pursuant to Section 127(1) of the Corporations Act 2001 by:



Signature Director

ALAN DAVID JOHN STEVEN

Print Full Name of Director



Signature Director / Secretary

David James Renton

Print Full Name of Director / Secretary

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.

The Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:

(a) In the Second Schedule; or

(b) If no Second Schedule, that are encumbrances;

(Unless to be removed by action or document before registration hereof).

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan".

If none show "nil".

3. LESSOR

State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Must exceed 3 years.

Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount in figures.

8. State term of payment.

9. Insert any Covenants required.

10. LESSOR/LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.



EXAMINED

OFFICE USE ONLY

LEASE

Lodged By

Address

Phone No.

Fax No.

E-Mail

Reference No.

Issuing Box No.

Prepared By Durack & Zilko, Lawyers

PO Box 935

NEDLANDS WA 6909

Address

Phone No. 9389 3928

Fax No. 9389 1511

E-Mail marianna@durackandzilko.com.au

Reference No. JWD 11146

Issuing Box No. 66R, Perth

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____	Received Items
2. _____	
3. _____	Nos.
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.