

Sandalwood Properties Ltd (Receivers and Managers Appointed) (In Liquidation)

Quintis Leasing Pty Ltd (Receivers and Managers Appointed) (In Liquidation)

# **Deed of Surrender of Leases and Subleases**

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# Deed of Surrender of Leases and Subleases

## Date

## Parties

**1 Sandalwood Properties Ltd (Receivers and Managers Appointed) (In Liquidation)**  
(ACN 093 330 977)

Address: c/- KordaMentha, Level 44, 108 St Georges Terrace, Perth WA 6000 and c/- FTI Consulting, Level 47, Central Park, 152-158 St Georges Terrace, Perth WA 6000

Email: [rtucker@kordamentha.com](mailto:rtucker@kordamentha.com), [jpalandri@kordamentha.com](mailto:jpalandri@kordamentha.com),  
[daniel.woodhouse@fticonsulting.com](mailto:daniel.woodhouse@fticonsulting.com), matthew.chivers@fticonsulting.com

Contact: Richard Tucker (on behalf of the Liquidators) and Daniel Woodhouse (on behalf of the Receivers)

**2 Quintis Leasing Pty Ltd (Receivers and Managers Appointed) (In Liquidation)**  
(ACN 080 978 721)

Address: c/- KordaMentha, Level 44, 108 St Georges Terrace, Perth WA 6000 and c/- FTI Consulting, Level 47, Central Park, 152-158 St Georges Terrace, Perth WA 6000

Email: [rtucker@kordamentha.com](mailto:rtucker@kordamentha.com), [jpalandri@kordamentha.com](mailto:jpalandri@kordamentha.com),  
[daniel.woodhouse@fticonsulting.com](mailto:daniel.woodhouse@fticonsulting.com), matthew.chivers@fticonsulting.com

Contact: Richard Tucker (on behalf of the Liquidators) and Daniel Woodhouse (on behalf of the Receivers)

**3 Daniel Hillston Woodhouse, Hayden Leigh White and John Richard Park** in their capacity as joint and several receivers and managers of SPL and QLPL

Address: FTI Consulting, Level 47, Central Park, 152-158 St Georges Terrace, Perth WA 6000

Email: [daniel.woodhouse@fticonsulting.com](mailto:daniel.woodhouse@fticonsulting.com), matthew.chivers@fticonsulting.com

Contact: Daniel Woodhouse

**4 Richard Scott Tucker and Scott Bradley Kershaw** in their capacity as joint and several liquidators of SPL and QLPL

Address: c/- KordaMentha, Level 44, 108 St Georges Terrace, Perth WA 6000

Email: [rtucker@kordamentha.com](mailto:rtucker@kordamentha.com), [jpalandri@kordamentha.com](mailto:jpalandri@kordamentha.com)

Contact: Richard Tucker

**A** On 2 April 2024 the Receivers were appointed as receivers and managers of certain property and assets of SPL and QLPL (such appointment excluding any property and assets held by SPL and QLPL in their capacity as trustees of any trust).

**B** Richard Scott Tucker and Scott Bradley Kershaw were appointed voluntary administrators of QLPL on 20 December 2023. On 6 March 2024 the QLPL Liquidators were appointed as liquidators of QLPL at the second meeting of creditors of QLPL held pursuant to section 439A of the Corporations Act.

**C** Richard Scott Tucker and Scott Bradley Kershaw were appointed voluntary administrators of SPL on 3 April 2024. On 19 July 2024 the SPL Liquidators were appointed as liquidators of SPL at the second meeting of creditors of SPL held pursuant to section 439A of the

Corporations Act. SPL owns the Land and is the Responsible Entity of the Managed Investment Schemes.

- D** QLPL leases the Land from SPL pursuant to the Leases either (i) in its own right, or (ii) in its capacity as bare trustee for SPL as Responsible Entity of the Managed Investment Schemes for the purpose of ensuring that an instrument that confers the right to use the land on which any primary production will occur is lodged for registration as required by SPL's AFSL (in each case as more particularly set out in Schedule 1).
- E** SPL subleases part of the Land from QLPL pursuant to the Subleases as Responsible Entity of the Managed Investment Schemes for the purpose of ensuring that an instrument that confers the right to use the land on which any primary production will occur is lodged for registration as required by SPL's AFSL.
- F** On 12 March 2024, the Supreme Court of Western Australia made the Scheme Winding-Up Orders.
- G** QLPL and SPL have agreed to surrender their respective estates and interests under the Leases and Subleases, and in the Land as Lessee and Sublessee, as applicable (including in each case any estate and interest in the Trees).
- H** QLPL and SPL have (in each of their respective capacities as referred to in this document) agreed to accept the surrender of the Leases and Subleases as Lessor and Sublessor, as applicable, on the terms and conditions as set out in this document from the Surrender Date.

## Operative part

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### 1 Definitions and interpretation

#### 1.1 Definitions

In this document the following definitions and any definitions in Schedule 1 apply unless a contrary intention applies:

Other expressions included in Schedule 1 have the meaning set out against them.

**AFSL** means Australian Financial Services Licence.

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday in Brisbane, Queensland and Sydney, New South Wales.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Growers** means investors in the Managed Investment Schemes.

**Land** means the land specified in Schedule 1.

**Leases** means the leases between QLPL and SPL as set out in Schedule 1 and includes all schedules and annexures to them and any memorandum incorporated as part of it.

**Lessee** means QLPL, the lessee recorded in the Leases.

**Lessor** means SPL, the lessor recorded in the Leases.

**Lessor's Agents** means every agent, employee, licensee and contractor of the Lessor.

**Liquidators** means the QLPL Liquidators and the SPL Liquidators.

**Managed Investment Schemes** means the TFS Sandalwood Project 2012 and the TFS Sandalwood Project 2014 managed investment schemes.

**QRO** means Queensland Revenue Office.

**Receivers** means Daniel Hillston Woodhouse, Hayden Leigh White and John Richard Park of FTI Consulting (Australia) Pty Ltd (appointed jointly and severally) in their capacity as joint and several receivers and managers of SPL and QLPL.

**Receivers Lawyers** means Clifford Chance and Johnson Winter Slattery.

**Responsible Entity** has the meaning given to it in the Corporations Act.

**QLPL** means the following (as context requires):

- (i) Quintis Leasing Pty Ltd (ACN 080 978 721);
- (ii) Lessee; and
- (iii) Sublessor,

including in each case in its own right and/or in its capacity as bare trustee for SPL, as more particularly described in Schedule 1.

**QLPL Liquidators** means Richard Scott Tucker and Scott Bradley Kershaw in their capacity as liquidators of QLPL.

**Scheme Winding-Up Orders** means the orders of the Supreme Court of Western Australia made on 12 March 2024 that (amongst others) the Managed Investment Scheme be wound up pursuant to section 601ND(1)(a) of the Corporations Act.

**SPL** means the following (as context requires):

- (iv) Sandalwood Properties Ltd (ACN 093 330 977);
- (v) Lessor; and
- (vi) Sublessee,

including in each case in its own right and/or in its capacity as Responsible Entity of the Managed Investment Schemes and/or as bare trustee for Growers, as more particularly described in Schedule 1.

**SPL Liquidators** means Richard Scott Tucker and Scott Bradley Kershaw in their capacity as liquidators of SPL.

**Subleases** means the subleases between QLPL and SPL as set out in Schedule 1 and includes all schedules and annexures to them.

**Sublessor** means QLPL, the sublessor recorded in the Subleases.

**Sublessee** means SPL, the sublessee recorded in the Subleases.

**Surrender Date** means the date of this document.

**Surrender Form** means, if the Lease or Sublease is registered or required to be registered by law, the prescribed form of surrender of lease in registerable form required to be lodged at Titles Queensland to record the surrender of the Lease and the Sublease on the titles to the Land.

**Trees** has the meaning given under the relevant Lease or Sublease.

**Titles Queensland** means the Queensland Land Titles Registry.

## **1.2 Interpretation**

In this document, unless a contrary intention applies:

- (a) terms defined in the Leases or Subleases (as applicable) have the same meaning in this document;
- (a) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this document;
- (b) the singular includes the plural and vice versa and a reference to a gender includes all other genders;
- (c) a reference to:
  - (i) a person includes an individual, corporation, firm, partnership, joint venture, unincorporated body, government and governmental authority or instrumentality;
  - (ii) a party to this document or another agreement or document, includes that person's successors, permitted substitutes and permitted assigns;
  - (iii) a clause, schedule, attachment, annexure or exhibit is to a clause of, or a schedule, attachment, annexure or exhibit to, this document;
  - (iv) this document or another document includes that document as amended, varied, supplemented, novated or replaced from time to time and any schedule, attachment, annexure or exhibit to that document; and
  - (v) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (e) the words 'include' and 'including' and similar expressions, when introducing a list of items, do not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (f) a provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document;
- (g) a reference to time is to the time in Brisbane, Queensland, Australia;
- (h) where an act would be required to be done, or a time limit or period would expire, on a day that is not a Business Day, the act must be done or the limit or period will expire, on the following Business Day; and
- (i) a reference to dollars or \$ is to Australian dollars.

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## **2 Surrender of Leases and Subleases**

### **2.1 Lessee and Sublessee to surrender and release**

The Lessee and the Sublessee respectively agree, for no consideration, to:

- (a) surrender to the Lessor and Sublessor, their right title and interests under the Leases and Subleases and in the Land, and in any right, title, estate or interest in the Trees, on the Surrender Date; and
- (b) release the Lessor and Sublessor from its obligations under the Leases and the Subleases from the Surrender Date.

### **2.2 Lessor and Sublessor's acceptance and release**

Subject to the Lessee's and the Sublessee's compliance with its obligations under this document to be performed up to and including the Surrender Date, the Lessor and Sublessor:

- (a) accept the surrender of the Leases and the Subleases as applicable on the Surrender Date;
- (b) accept the surrender of any right, title, estate or interest in the Trees as applicable on the Surrender Date; and
- (c) release the Lessee and Sublessee from its obligations under the Leases and the Subleases or in respect of the Trees from the Surrender Date.

### **2.3 Lessor's requirements of surrender**

- (a) On or before the Surrender Date, the Lessee and the Sublessee must give to the Receivers' Lawyers:
  - (i) a Surrender Form for each Lease and Sublease, which is:
    - (A) in the form annexed to this document at Annexure A; and
    - (B) properly executed in wet ink by the Lessee and the Sublessee as applicable;
  - (ii) this document, in duplicate, properly executed by the Lessee and the Sublessee; and
  - (iii) any other documents necessary to enable the Leases and Subleases to be surrendered and the Surrender Form registered at Titles Queensland, including, without limit, request to record change of name forms and any forms or consents required to avoid requisitions by Titles Queensland.
- (b) On or before the Surrender Date, the Lessee and the Sublessee must give to the Lessor and the Sublessor, as applicable, vacant possession of the Land.

### **2.4 Lessee's acknowledgments**

The Lessee acknowledges and agrees that:

- (a) it will have no right to use or occupy or access the Land after the Surrender Date;
- (b) it has no right to make any claim against the Lessor arising from any obligations accrued or arising on or before the Surrender Date;

- (c) after the Surrender Date, any personal rights the Lessee has or may have under the Leases will be at an end; and
- (d) after the Surrender Date, any legal or beneficial interest that the Lessee has, including any such interest on behalf of the Growers under the Managed Investment Schemes, in the Trees is at end and such legal and beneficial interest in the Trees merges into the freehold of the Land such that all legal and beneficial interest in the Trees vests in the Lessor as the registered owner of the Land.

## **2.5 Sublessee's acknowledgments**

The Sublessee acknowledges and agrees that:

- (a) it will have no right to use or occupy or access the Land after the Surrender Date;
- (b) it has no right to make any claim against the Lessor arising from any obligations accrued or arising on or before the Surrender Date;
- (c) after the Surrender Date, any personal rights the Sublessee has or may have under the Subleases will be at an end; and
- (d) after the Surrender Date, any legal or beneficial interest that the Sublessee has, including any such interest on behalf of the Growers under the Managed Investment Schemes, in the Trees is at end and such legal and beneficial interest in the Trees merges into the freehold of the Land such that all legal and beneficial interest in the Trees vests in the Lessor as the registered owner of the Land.

## **2.6 Release by Sublessor and Lessor**

The Lessor and the Sublessor acknowledge and agree that subject to the Lessee and the Sublessee complying with their respective obligations under this document, on and from the Surrender Date, the Lessor and the Sublessor release the Lessee and the Sublessee, from their respective obligations under the Leases and the Subleases, as applicable.

## **2.7 Release by Sublessee and Lessee**

The Lessee and the Sublessee acknowledge and agree that subject to the Lessor and the Sublessor complying with their respective obligations under this document, on and from the Surrender Date, the Lessee and the Sublessee release the Lessor and the Sublessor, from their respective obligations under the Leases and the Subleases, as applicable.

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# **3 Limitations of Liability**

## **3.1 Obligations**

- (a) Notwithstanding any other provision of this document, each party acknowledges and agrees that:
  - (i) the Receivers and the Liquidators are each entering into and performing this document in their capacity as, respectively, joint and several receivers and managers and joint and several liquidators of SPL and QLPL only and are not contracting in their personal capacities;
  - (ii) neither the Receivers nor the Liquidators make any representation or warranties in relation to any matter;
  - (iii) any representations or warranties implied by law are excluded to the maximum extent permissible by law;



- (iv) any liability of the Receivers or the Liquidators under or in connection with this Contract, and the amount which any party may seek to recover from any of them, is limited to the extent of the amount for which the Receivers or the Liquidators (as appropriate) are actually indemnified for that liability out of QLPL's and SPL's respective assets at law or in equity, including any amount for which the Receivers or the Liquidators are indemnified under any applicable insurance policy (together the "**Indemnity Assets**");
- (v) if the extent of the amount for which the Receivers or the Liquidators (as appropriate) are actually indemnified in respect of any liability incurred under or in connection with this document is insufficient to satisfy in full that liability, each party to this document:
  - (A) waives its rights and forever releases, and discharges the Receivers or the Liquidators (as appropriate) from all residual liability under or in connection with this agreement; and
  - (B) covenants not to make any claim, notice, demand, action, proceeding, litigation, investigation or judgment however arising, whether present or future, actual or contingent, and whether involving a third party or a party to this document ("**Claim**") or seek to recover any shortfall against the Receivers or the Liquidators (as appropriate), including by bringing proceedings against the Receivers or the Liquidators (as appropriate);
- (vi) no party to this document may seek to have a liability of the Receivers or the Liquidators (as appropriate) satisfied out of any assets of the Receivers or the Liquidators (as appropriate) other than the Indemnity Assets;
- (vii) neither the Receivers nor the Liquidators are liable for, and do not accept or assume any liability for, any loss, liability, cost, expense (including legal costs on a full indemnity basis), Claim, proceeding, action, demand or damage to any party (or any related entities or representatives of a party) to this document in respect of this document or the transactions contemplated by this document except to the extent that the Receivers or the Liquidators (as appropriate) are indemnified for such liability by the Indemnity Assets;
- (viii) no Claim may be brought against the Receivers or the Liquidators (as appropriate), in respect of, or incidental to, this document or any document, matter or thing relating to it, seeking relief or orders that is inconsistent with the limitations provided for in this clause 3; and
- (ix) the limitations of liability in this clause 3:
  - (A) will continue notwithstanding the Receivers ceasing to act as receivers and managers of either of SPL or QLPL (as appropriate);
  - (B) will continue notwithstanding the Liquidators ceasing to act as liquidators of either of SPL or QLPL (as appropriate);
  - (C) will, to the relevant extent, operate as a waiver of any claims in tort and restitution as well as under the law of contract; and
  - (D) will be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Receivers or the

Liquidators (as appropriate) and will continue notwithstanding the entry into any transaction or arrangement in connection with this document;

- (b) Notwithstanding the provision of this clause, the Receivers and the Liquidators are each liable and are not released to the extent that a liability under or in connection with this document arises out of their own fraud or wilful misconduct that disentitles them from indemnity out of the relevant Indemnity Assets in relation to the relevant liability.
- (c) For the purposes of any acknowledgements or agreements as to, or provisions of limitations of the liability of the Receivers or the Liquidators in this clause, references to:
  - (i) Receivers where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the word "FTI", any successor or merged firm and the partners, shareholders, officers, employees of any such entity or partnership; and
  - (ii) Liquidators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the word "KordaMentha", any successor or merged firm and the partners, shareholders, officers, employees of any such entity or partnership.

### **3.2 Survival**

The provisions of this clause 3 do not merge on the Surrender Date, and survive termination, of this agreement.

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## **4 Costs, lodgement and duty**

### **4.1 Legal costs**

Each party must pay its own legal and other costs and expenses relating to negotiating, preparing and executing this document and the Surrender Forms. The Receivers must pay the lodgement and associated fees for registering the Surrender Forms at Titles Queensland.

### **4.2 Receivers to lodge**

The Receivers Lawyers will lodge the Surrender Forms for stamping at the QRO and registration at Titles Queensland.

### **4.3 Consent by Liquidators**

- (a) The Liquidators irrevocably consent to and authorise the Receivers to sign anything necessary to enable the Leases and Subleases to be surrendered, and the Surrender Forms to be registered at Titles Queensland.
- (b) In the event that Titles Queensland requires the Liquidators to sign the Form 18 – General Consent form or any other registry dealing documents evidencing the Liquidator's consent to the Surrender Forms (**Consent Documents**), the Receivers Lawyers will:

- (i) prepare the Consent Documents in accordance with the requirements by the Titles Queensland; and
  - (ii) provide the Consent Documents to the Liquidators for signing (**Request for Consent Documents**).
- (c) The Liquidators must provide the Consent Documents signed by the Liquidators to the Receivers Lawyers no later than 5 Business Days from the receipt of the Request for Consent Documents.

#### **4.4 Duty on the Surrender of Leases and Subleases**

The Lessee and Sublessee are liable for and must pay all duty on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it.

#### **4.5 Authority to amend Surrender Forms**

Each party irrevocably authorises the Receivers Lawyers to complete the Surrender Forms by completing, inserting and/or amending any details necessary for the registration of the Surrender Forms at Titles Queensland or to respond to any requisitions raised by Titles Queensland.

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## **5 GST**

### **5.1 GST gross-up**

If a party (the **supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this document, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (**GST gross-up**).

### **5.2 GST Invoice**

If a GST gross-up is payable, then the supplier must give the recipient a tax invoice for the supply.

### **5.3 Payment**

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

### **5.4 Reimbursements**

If any payment to be made to a party under or in connection with this document is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 5.1.

### **5.5 Adjustments**

If an adjustment event has occurred in respect of a supply made under or in connection with this document, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are

necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

## **5.6 Definitions**

- (a) Terms used in this clause 5 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this document, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause, exclusive of GST.

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## **6 General**

### **6.1 Entire agreement**

This document, the Surrender Forms and if applicable the Consent Documents embody the entire agreement between the parties in respect of its subject matter.

### **6.2 Variation**

This document can only be varied by a document signed by all of the parties.

### **6.3 Further acts**

Each party must, at its own expense, do all things (including the execution and delivery of documents) required by Law or reasonably requested by another party to give effect to this document and the transactions contemplated by it.

### **6.4 No assignment**

None of the parties may assign any of its rights under this document.

### **6.5 Exercise of rights**

A party may exercise a right or a remedy, or give or withhold a consent, waiver or approval, in its absolute discretion (including by imposing conditions), unless this document expressly provides otherwise.

### **6.6 Waiver**

A party is only bound by a waiver that it gives or confirms in writing. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given. No other conduct of a party (including a failure to exercise, or delay in exercising, a right) operates as a waiver of a right or otherwise prevents the exercise of a right.

### **6.7 Severance**

If a provision of this document would, but for this clause 6.7, be void, unenforceable or illegal in a jurisdiction:

- (a) the provision is read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down, to that extent, it is severed in that jurisdiction,

without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this document. This clause 6.7 has no effect if its operation alters the basic nature of this document or is contrary to public policy.

#### **6.8 Remedies cumulative**

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document, unless this document expressly provides otherwise.

#### **6.9 Governing law and jurisdiction**

- (a) The interpretation and construction of this document is to be governed and determined in accordance with the Law of the State of Queensland.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Queensland, and the Commonwealth courts having jurisdiction in that place and waives any right to object to proceedings being brought in those courts on the basis that proceedings have been brought in an inconvenient forum.

#### **6.10 Electronic Execution**

- (a) This document is properly executed if each party executes either this document or an identical counterpart of this document.
- (b) Each party agrees that a party may execute this document using an electronic signature, which will be considered an original signature for all purposes and will have the same force and effect as an original signature. The "electronic signature" includes a signature using an electronic signing platform (such as DocuSign or an electronically scanned and transmitted copy of an original signature (such as pdf)).

#### **6.11 Inconsistency with Leases and Subleases**

If there is any inconsistency between the Leases or Subleases and this document, this document prevails.

#### **6.12 Statements**

A notice by the Receivers stating any amount payable or determined or any other thing to be done or not done under this document is sufficient evidence of that fact unless manifestly wrong.

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## **7 Confidentiality**

Except as required by law, a recognised stock exchange, or as a result of the registration of this document on title with a relevant authority, the terms and existence of this document and all negotiations in respect of it must be kept confidential and may only be disclosed by a party to:

- (a) its professional advisers on condition that they agree to be bound by the terms of this clause 7;
- (b) other persons with the prior written consent of all the other parties which may not be unreasonably withheld or delayed; or
- (c) to comply with the requirement of any governmental agency.

The parties acknowledge and agree that the ultimate holding companies of one or more of the parties may be required to disclose to the market some of the confidential information

contained in or relating to this document, such as amounts payable, to comply with the rules of a stock exchange as well as other legal and accounting requirements binding on them.

## Schedule 1

<b>Leases:</b>	<ol style="list-style-type: none"> <li>1. Lease between SPL as Lessor and QLPL as Lessee (in its capacity as bare trustee for SPL as Responsible Entity solely for the purpose of enabling the Lease to be registered) for a term of 8 years with no option to renew, expiring on 30 June 2030 registered as Dealing No. 716363792 on Title Reference 21226107.</li> <li>2. Lease between SPL as Lessor and QLPL as Lessee for a term of 8 years with no option to renew, expiring on 30 June 2032 registered as Dealing No 717117755 on Title References 50643972 and 50928825.</li> </ol>
<b>Subleases:</b>	<ol style="list-style-type: none"> <li>1. Sublease of Lease Dealing No 717117755 between QLPL as Sublessor and SPL as Sublessee (in its capacity as bare trustee for Growers solely for the purpose of enabling the Sublease to be registered) for a term of 8 years with no option to renew, expiring on 29 June 2032 registered as Dealing No 717176953 on Title References 50643972 and 50928825.</li> </ol>
<b>Land:</b>	The Land specified in the Leases and Subleases.

## Execution

**EXECUTED BY** as a deed

**SPL (in its own right)**

**Executed by Sandalwood Properties Ltd  
(Receivers and Managers Appointed) (In  
Liquidation)** (ACN 093 330 977) by one of its  
joint and several receivers and managers:

\_\_\_\_\_  
Receiver signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Receiver full name  
(BLOCK LETTERS)

\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)

**SPL (in its capacity as Responsible Entity of the Managed Investment Schemes and/or in its  
capacity as trustee of any trust)**

**Executed by Sandalwood Properties Ltd  
(Receivers and Managers Appointed) (In  
Liquidation)** (ACN 093 330 977) by one of its  
joint and several liquidators:

\_\_\_\_\_  
Liquidator signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Liquidator full name  
(BLOCK LETTERS)

\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)



**QLPL (in its own right)**

**Executed by Quintis Leasing Pty Ltd  
(Receivers and Managers Appointed) (In  
Liquidation)** (ACN 080 978 721) by one of its  
joint and several receivers and managers:

\_\_\_\_\_  
Receiver signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Receiver full name  
(BLOCK LETTERS)

\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)

**QLPL (in its capacity as trustee of any trust)**

**Executed by Quintis Leasing Pty Ltd  
(Receivers and Managers Appointed) (In  
Liquidation)** (ACN 080 978 721) by one of its  
joint and several liquidators:

\_\_\_\_\_  
Liquidator signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Liquidator full name  
(BLOCK LETTERS)

\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)

## Annexure A – Surrender Forms

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**SURRENDER OF FREEHOLD LEASE  
OR SUBLEASE**

Dealing Number



**OFFICE USE ONLY**

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>1. Dealing number of instrument being surrendered</b> 717117755	<b>Lodger</b> (Name, address, E-mail & phone number) Carrie Follas (02) 8274 9526 Johnson Winter Slattery carrie.follas@jws.com.au GPO Box 9831 Brisbane QLD 4001	<b>Lodger Code</b> 2330
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<b>2. Lot on Plan Description</b> LOT 13 ON SP 195138 LOT 2 ON SP 262859	<b>Title Reference</b> 50643972 50928825
--	--

**3. Lessor**  
SANDALWOOD PROPERTIES LTD A.C.N. 093 330 977 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

**4. Lessee**  
QUINTIS LEASING PTY LTD A.C.N. 080 978 721 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

**5. Surrender/Execution**

**a) Surrender of Freehold Lease/Sublease**

\*Full Surrender The lease/sublease in item 1 is surrendered from / /

\*Partial Surrender The lease/sublease in item 1 is surrendered from / /

\*so far as relates to the land in item 2.

\*so far as relates to part of the leased area.


**OR**

**b) Surrender of Land Act Sublease**

\*I surrender all my right title and interest in the sublease in item 1 as from / /


\*delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

  
.....signature  
Conor Macleay Hughes  
.....full name  
Solicitor, WA  
.....qualification  
**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

21, 08, 2024  
**Execution Date**

  
QUINTIS LEASING PTY LTD  
A.C.N. 080 978 721  
**RECEIVER**  
**FULL NAME**  
.....  
**Lessee's Signature**

**6. Acceptance**

The Lessor accepts this surrender.  
.....signature  
.....full name  
.....qualification  
**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /  
**Execution Date**

SANDALWOOD PROPERTIES LTD  
A.C.N. 093 330 977  
**LIQUIDATOR**  
**FULL NAME**  
.....  
**Lessor's Signature**

SURRENDER OF FREEHOLD LEASE OR SUBLEASE

Dealing Number



OFFICE USE ONLY

Privacy Statement

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<b>1. Dealing number of instrument being surrendered</b> 717176953	<b>Lodger</b> (Name, address, E-mail & phone number) Carrie Follas (02) 8274 9526 Johnson Winter Slattery <a href="mailto:carrie.follas@jws.com.au">carrie.follas@jws.com.au</a> GPO Box 9831 Brisbane QLD 4001	<b>Lodger Code</b> 2330
---	---	----------------------------

<b>2. Lot on Plan Description</b> LOT 13 ON SP 195138 LOT 2 ON SP 262859	<b>Title Reference</b> 50643972 50928825
--	--

**3. Lessor**  
QUINTIS LEASING PTY LTD A.C.N. 080 978 721 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

**4. Lessee**  
SANDALWOOD PROPERTIES LTD A.C.N. 093 330 977 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

**5. Surrender/Execution**

**a) Surrender of Freehold Lease/Sublease**

\*Full Surrender The lease/sublease in item 1 is surrendered from / /

\*Partial Surrender The lease/sublease in item 1 is surrendered from / /

\*so far as relates to the land in item 2.

\*so far as relates to part of the leased area.

OR

**b) Surrender of Land Act Sublease**

\*I surrender all my right title and interest in the sublease in item 1 as from / /

\*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

SANDALWOOD PROPERTIES LTD  
A.C.N. 093 330 977

LIQUIDATOR

FULL NAME

Lessee's Signature

Execution Date

.....signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**6. Acceptance**

The Lessor accepts this surrender.

.....signature

Conor Macleay Hughes  
.....full name

Solicitor WA  
.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

QUINTIS LEASING PTY LTD  
A.C.N. 080 978 721

RECEIVER

FULL NAME

Lessor's Signature

Execution Date

21, 08, 2024

Dealing Number



OFFICE USE ONLY

Privacy Statement

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1. Dealing number of instrument being surrendered 716363792 Lodger (Name, address, E-mail & phone number) Carrie Follas (02) 8274 9526 Johnson Winter Slattery carrie.follas@jws.com.au GPO Box 9831 Brisbane QLD 4001 Lodger Code 2330

2. Lot on Plan Description LOT 73 CP GS442 Title Reference 21226107

3. Lessor SANDALWOOD PROPERTIES LTD A.C.N. 093 330 977 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

4. Lessee QUINTIS LEASING PTY LTD A.C.N. 080 978 721 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED)

5. Surrender/Execution

a) Surrender of Freehold Lease/Sublease

\*Full Surrender The lease/sublease in item 1 is surrendered from / /

\*Partial Surrender The lease/sublease in item 1 is surrendered from / /

\*so far as relates to the land in item 2.

\*so far as relates to part of the leased area.

OR

b) Surrender of Land Act Sublease

\*I surrender all my right title and interest in the sublease in item 1 as from / /

\*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Signature and full name of Witnessing Officer, Execution Date, and Lessee's Signature (LIQUIDATOR) with FULL NAME.

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

6. Acceptance

The Lessor accepts this surrender.

Signature and full name of Witnessing Officer, Execution Date, and Lessor's Signature (LIQUIDATOR) with FULL NAME.

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)