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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 09254 FOLIO 843

Security no : 124119043826Q

Produced 15/10/2024 01:43 PM

LAND DESCRIPTION

Crown Allotment 63 Parish of Bylands.
Created by Application No. 057300 17/07/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

WANDONG KILMORE PTY LTD of LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006
AW296708K 23/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX998123S 15/05/2024
RMBL INVESTMENTS LTD

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AW867306A 26/05/2023

DIAGRAM LOCATION

SEE TP312661B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 15 WANDONG ROAD KILMORE VIC 3764

ADMINISTRATIVE NOTICES

NIL

eCT Control 22187E MASON PROPERTY LAW
Effective from 15/05/2024

DOCUMENT END

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TITLE PLAN		EDITION 1		TP 312661B	
Location of Land Parish: BYLANDS Township: Section: Crown Allotment: 63 Crown Portion: Last Plan Reference Derived From: VOL 9254 FOL 843 Depth Limitation: NIL			Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN		
Description of Land / Easement Information				THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED 10/02/2000 VERIFIED BH	
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 15/10/2024 01:43:50 PM

Status	Registered	Dealing Number	AW867306A
Date and Time Lodged	26/05/2023 11:40:01 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9098657

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9254/843

9424/710

9493/869

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Postcode 3658

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	26 MAY 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AW867306A
Number of Pages (excluding this cover sheet)	17
Document Assembled	15/10/2024 13:43

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Date / /

24/5/2023

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 15 & 105 Wandong Road and 50 McIvors Road, Kilmore
Kilmore South East Growth Area Development Plan

Purpose of Agreement - Development Contributions

Mitchell Shire Council

and

Wandong Kilmore Pty Ltd ACN 630 297 317

14 April 2023 Maddocks Review

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 24/5/2023

Parties

Name	Mitchell Shire Council
Address	Municipal Offices, High Street, Broadford, Victoria
Short name	Council

Name	Wandong Kilmore Pty Ltd ACN 630 297 317
Address	Level 1, 6 Riverside Quay, Southbank, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Pursuant to Schedule 5 of clause 43.04 of the Planning Scheme a development plan must be accompanied by and demonstrate consistency with the Infrastructure Funding and Delivery Strategy.
- D. In order to enable the Development Plan to be approved, this Agreement makes provision for contributions to infrastructure as identified in Chapter 12 of the Development Plan.
- E. The Infrastructure Funding and Delivery Strategy outlines the contributions expected from individual landholders within the area covered by the Infrastructure Funding and Delivery Strategy to fund infrastructure and services required as a result of development of the area. The Infrastructure Funding and Delivery Strategy is not an incorporated document in the Planning Scheme. It is given effect by this Agreement.
- F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



THE PARTIES AGREE

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Deed.

Building has the same meaning as in the Act.

Certificate of Occupancy means an occupancy permit under the *Building Act 1993*.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mitchell@mitchellshire.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Contributions Levy means the charge per hectare of Net Developable Area, for the provision of the Infrastructure Projects and Land Projects set out in Schedule B, and as set out in the Infrastructure Funding and Delivery Strategy which at the date of this Agreement is \$350,000 per hectare. The Development Contribution Levy is subject to Indexation.

Development Plan means the development plan to be approved under Schedule 5 to clause 43.04 of the Planning Scheme.



Infrastructure Funding and Delivery Strategy means the Infrastructure Funding and Delivery Strategy set out in Chapter 12 of the Development Plan.

Infrastructure Project means an infrastructure project as set out in Schedule B.

Indexation means an annual adjustment to the Development Contributions Levy as of 1 July in each year using the same indices as set out in clause 13 (a) and (b) as relevant, of Annexure 1 of the Ministerial Direction except that for any Land Project the adjustment to the Development Contributions Levy is to be undertaken on the basis of a revised valuation of each Land Project undertaken with effect from 1 July in each year.

Land Project means a land project as set out in Schedule B.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or Land Project or other infrastructure that is in the nature of regional or state infrastructure.

Ministerial Direction means the Ministerial Direction for the preparation and content of Infrastructure Contribution Plans as published from time to time.

Mortgagee means the person registered on entitled from time to time to be registered as the mortgagee of the Subject Land.

Owner means the person or a person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Party or parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Scheme means the Mitchell Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means a lot of a size and configuration that in the opinion of the Council is intended as a lot for the construction of a dwelling without further subdivision.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means the land described in Schedule A and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.



2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1.1 record the terms and conditions on which the Owner will pay the Development Contributions Levy to Council;
- 3.1.2 make provision for infrastructure contributions as envisaged by Schedule 5 to clause 43.04 of the Planning Scheme; and
- 3.1.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.



5. Owner's specific obligations

5.1 Payment of Development Contributions Levy

The Owner covenants and agrees that:

- 5.1.1 the Owner must pay Development Contributions Levy in cash on a Stage by Stage basis prior to the issue of a Statement of Compliance for any Stage of the subdivision or any Stage of any other development of any part of the Subject Land; and
- 5.1.2 if the Owner proposes to provide any of the Infrastructure Projects or Land Projects in respect of which the Development Contributions Levy has been calculated, a separate agreement in writing with Council will be required to document the arrangements pursuant to which the Owner may satisfy its Development Contributions Levy obligations under this Agreement by providing Infrastructure Projects and or Land Projects "in kind" instead of paying the Development Contributions Levy.

5.2 Localised Infrastructure

The Owner acknowledges and agrees that:

- 5.2.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 5.2.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

6. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and



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- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
- (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including reasonable legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing and recording of this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

The Owner agrees:

- 7.4.1 the Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date; and
- 7.4.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

- 9.1 Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.



11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on



the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

14. Amendment of Agreement

- 14.1 This Agreement may be amended in accordance with the Act.
- 14.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

15. Ending of Agreement

- 15.1 This Agreement ends:
- 15.1.1 when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement; or
 - 15.1.2 on the issue of a Statement of Compliance for a plan of subdivision that creates Residential Lots provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 15.2 Notwithstanding clause 15.1, the Owner may request in writing Council's consent to end the Agreement in respect of Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 15.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 15.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 15.4 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 15.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 15.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 15.6 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar



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of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

16. Electronic execution

16.1 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

16.2 Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 16.1, then:

16.2.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and

16.2.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.



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Schedule A

Subject Land

Address: 15 Wandong Road, 105 Wandong Road & 50 Mclvors Road, Kilmore

Certificates of Title Details: Volume 09254 Folio 843, Volume 09424 Folio 710 and Volume 09493 Folio 869

AW867306A



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Schedule B

Project ID	Infrastructure	Project Land Area (Ha)	Land Area Acquired (\$)	Land Cost (\$)	Construction unit	No. Units	Cost per unit	Construction cost (\$)	Total project cost	Apportionment to DP area	Total NDA	Charge Per NDA
Transport		4.24	1.77	\$885,000				\$18,980,152	\$19,865,151.80			\$149,530.69
IN10b	Northern Highway and McIvors Road Intersection (signalised)	0.5	0	-	Per Item	1	\$4,040,612	\$4,040,612	\$4,040,612.00	100%	132.85	\$30,414.84
IN11	Northern Highway and Tootle Street Intersection (signalised)	0.5	0	-	Per Item	0.5	\$4,907,026	\$2,453,513	\$2,453,513.00	50%	132.85	\$18,468.30
RD05	McIvors Road - connector road and culvert bridge (north and south)	1.33	0.3	\$150,000	Per Item	1	\$3,475,651.00	\$3,475,651	\$3,625,651.00	100%	132.85	\$27,291.31
RD05b	McIvors Road - Duplicated section (Northern highway to RD-05)				Linear m	600	\$5,398.01	\$3,238,806	\$3,238,806.00	100%	132.85	\$24,379.42
RD06	Tootle Street extension, new Connector Road and culverts	0.65	0	-	Per Item	1	\$2,711,225.00	\$2,711,225	\$2,711,225.00	100%	132.85	\$20,408.17
RD07	New Connector Road - Quinns Road	1.61	1.47	\$735,000	Linear m	640	\$4,781.79	\$3,060,345	\$3,795,344.80	100%	132.85	\$28,568.65
Shared Paths		0	0	\$0				\$1,544,580	\$1,544,580			\$11,626
SH07-1	Construction of Shared paths - McIvors Road (from RD-05 to Quinns Road)	-	-	-	Linear m	440	\$450	\$198,000	\$198,000.00	100%	132.85	\$1,490.40
SH07-2	Construction of Shared paths - Quinns Road (Tootle to Wandong Road)	-	-	-	Linear m	1426.7	\$450	\$642,015	\$642,015.00	100%	132.85	\$4,832.63
SH07-3	Construction of Shared paths - Rail Trail	-	-	-	Linear m	1565.7	\$450	\$704,565	\$704,565.00	100%	132.85	\$5,303.46
Community		0.8	0.8	\$400,000				\$0	\$400,000.00			\$3,010.91
CF08	Community Node Land	0.8	0.8	\$400,000	Per Item	1	\$0.00	\$0	\$400,000.00	100%	132.85	\$3,010.91
Open Space		11.46	11.46	\$5,730,000				\$0	\$5,730,000.00			\$43,131.35
OS04	Active open space (embellishment cost excluded)	6.54	6.54	\$3,270,000	Per Item	1	\$0.00	\$0.00	\$3,270,000.00	100%	132.85	\$24,614.23
LP-1	Local Park - Unencumbered Land	0.5	0.5	\$250,000	Per Item	1	\$0.00	\$0.00	\$250,000.00	100%	132.85	\$1,881.82
LP-2	Local Park - Unencumbered Land	0.76	0.76	\$380,000	Per Item	1	\$0.00	\$0.00	\$380,000.00	100%	132.85	\$2,860.37
OP-1	Open Space - Unencumbered Land	0.74	0.74	\$370,000	Per Item	1	\$0.00	\$0.00	\$370,000.00	100%	132.85	\$2,785.10
OP-2	Open Space - Unencumbered Land	0.27	0.27	\$135,000	Per Item	1	\$0.00	\$0.00	\$135,000.00	100%	132.85	\$1,016.18
OP-3	Open Space - Unencumbered Land	1.04	1.04	\$520,000	Per Item	1	\$0.00	\$0.00	\$520,000.00	100%	132.85	\$3,914.19
OP-4	Open Space - Unencumbered Land	0.96	0.96	\$480,000	Per Item	1	\$0.00	\$0.00	\$480,000.00	100%	132.85	\$3,613.10



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OP-5	Open Space - Unencumbered Land	0.1	0.1	\$50,000	Per Item	1	\$0.00	\$0.00	\$50,000.00	100%	132.85	\$376.36
OP-6	Open Space - Unencumbered Land	0.55	0.55	\$275,000	Per Item	1	\$0.00	\$0.00	\$275,000.00	100%	132.85	\$2,070.00
Drainage		18.01	6.69	\$3,095,000				\$15,862,768	\$18,957,767.81			\$142,700.55
DR03-1	Drainage channel - encumbered land	4.14	0	-	Per Item	1	\$1,799,427	\$1,799,427.00	\$1,799,427.00	100%	132.85	\$13,544.80
SW1	Conveyance Pipe	0.43	0.43	\$215,000	Per Item	1	\$986,958	\$986,958	\$1,201,958.00	100%	132.85	\$9,047.48
SW2	Open Channel-swale drain	0.27	0.27	\$135,000	Per Item	1	\$454,847	\$454,847	\$589,846.97	100%	132.85	\$4,439.95
RB-1	Retarding Basin - unencumbered land	1	1	\$500,000	Per Item	1	\$1,505,874	\$1,505,874	\$2,005,874.42	100%	132.85	\$15,098.79
RB-2	Retarding Basin - unencumbered land	0.48	0.48	\$240,000	Per Item	1	\$4,663,383	\$4,663,383	\$4,903,383.00	100%	132.85	\$36,909.17
RB-3	Retarding Basin - unencumbered land	0.5	0.5	\$250,000	Per Item	1	\$0	\$0	\$250,000.00	100%	132.85	\$1,881.82
RB-4	Retarding Basin - unencumbered land	1.51	1.51	\$755,000	Per Item	1	\$2,957,829	\$2,957,829	\$3,712,829.00	100%	132.85	\$27,947.53
RB-5	Retarding Basin - unencumbered land	2	2	\$1,000,000	Per Item	1	\$2,839,947	\$2,839,947	\$3,839,946.90	100%	132.85	\$28,904.38
P1	Drain Pipe 1	0	0	-	Per Item	1	\$101,135	\$101,135	\$101,134.80	100%	132.85	\$761.27
P2	Drain Pipe 2	0	0	-	Per Item	1	\$71,168	\$71,168	\$71,168.24	100%	132.85	\$535.70
P3	Drain Pipe 3	0	0	-	Per Item	1	\$82,405	\$82,405	\$82,405.44	100%	132.85	\$620.29
P4	Drain Pipe 4	0	0	-	Per Item	1	\$116,117	\$116,117	\$116,117.04	100%	132.85	\$874.05
P5	Drain Pipe 5	0	0	-	Per Item	1	\$283,677	\$283,677	\$283,677.00	100%	132.85	\$2,135.32
Total		34.51	20.72	\$10,110,000				\$36,387,500	\$46,497,499.61			\$350,000.00



Maddocks

Executed as a deed by Wandong Kilmore Pty Ltd)
ACN 630 297 317 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:)
)

.....
Signature of Sole Director and Sole Company Secretary

Anthony Ronald Johnson
.....
Print full name

AW867306A



Maddocks

Mortgagee's Consent

RMBL Investments Ltd as Mortgagee under instruments of mortgage nos. **AW296709H**, **AW296721T** and **AW292386C** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by RMBL Investments Limited (A C N 004 493 789) by two of its duly appointed Attorneys pursuant to Power of Attorney dated 1 July 2021 and who declare that he/she has at the time of execution of this document no notice of its revocation.

Alexine Courtney
.....
Signature
ALEXINE COURTNEY
.....
Name of Attorney

Warren Erfurth
.....
Signature
WARREN ERFURTH
.....
Name of Attorney

AW8673