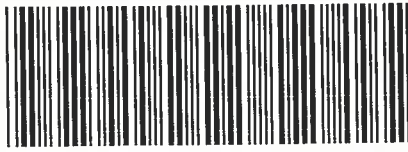


Dealing Number

Lodger (Name, address & phone number)

Lodger Code



719003439

Ashurst Australia
PO Box 388
Melbourne VIC 3000
Melanie.hairsine@ashurst.com
RISBANE

103A

50681782^{NS}

\$187.00

21/09/2018 11:13

Phone: (07) 3259 7000

Ref: DPS/KLHA/07-3004-5844

BE 616

For more information see the Department's website.

1. Covenantor

CAPITAL PARTNERS AUSTRALIA PTY LTD ACN 152 374 895 AS TRUSTEE FOR THE AUSTRALIAN CLEAN POWER TRUST UNDER INSTRUMENT 717966149

2. Description of Covenant / Lot on Plan

Title Reference

COVENANT B ON SP303401

17000028

3. Covenantee

LOCKYER VALLEY REGIONAL COUNCIL

4. Description of Covenant (include reference to relevant section of legislation)

PURSUANT TO SECTION 97A(3)(B)(i) OF THE LAND TITLE ACT 1994

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:- *the attached schedule.

*delete if not applicable

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

N. Mitropoulos



signature

NICOLAOS MITROPOULOS
CONSULAR OFFICER
AUSTRALIAN EMBASSY, ATHENS

full name

qualification

Witnessing Officer

10/08/2018
Execution Date

Executed by CAPITAL PARTNERS AUSTRALIA PTY LTD ACN 152 374 895 in accordance with section 127 of the Corporations Act 2001

Robert Syrens Kura

ROBERT SYRENS KURA

SOLE Director

& COMPANY SECRETARY

Director/Secretary.

Covenantor's Signature

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

Vmueland

signature

Vickie Mae Wieland

full name

JP(Qual)

qualification

Witnessing Officer



13/09/18
Execution Date

CHIEF EXECUTIVE OFFICER, LOCKYER VALLEY REGIONAL COUNCIL

Jan Choudhury

Covenantee's Signature

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

Title Reference 17000028

1. RESTRICTIVE COVENANT

- (a) The Covenantor covenants with the Covenantee pursuant to section 97A(3)(B)(i) of the *Land Title Act 1994* (Qld) for the purpose of preserving a native animal or plant, specifically the preservation of Koala Habitat in the Covenant Area.
- (b) The Covenantor must ensure that there is no decline in the extent, or Habitat Quality of the Baseline Condition, of the Covenant Area.
- (c) Unless in accordance with a Covenant Management Plan, the Covenantor must not:
 - (i) Clear;
 - (ii) install, erect or permit to be installed or erected any building, pit, well, bore, dam, foundation, roadway, pavement, pipeline, fence, cable or other structure or installation;
 - (iii) place any sand, gravel, rock, soil or other material; or
 - (iv) take any action which would have an adverse impact on Koala Habitat, within the Covenant Area.

2. FORCE MAJEURE

2.1 Notice and suspension of obligations

If a party to this document is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must immediately give the others prompt notice of that fact including:
 - (i) full particulars of the Force Majeure Event;
 - (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken to rectify it; and
- (b) the obligations under this document of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

2.2 Effort to overcome

A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.

3. COSTS AND STAMP DUTY

3.1 Costs

- (a) Each party must pay its own costs and expenses of and incidental to the negotiation, preparation and completion of this document.
- (b) The Covenantor must pay the costs of registration of this document.

3.2 Stamp Duty

The Covenantor must pay any stamp duty payable on this document.

Title Reference 17000028

4. DISPUTE RESOLUTION

No party shall commence any court proceedings in respect of any dispute between the parties in connection with this document unless:

- (a) the court proceedings are for urgent declaratory or injunctive relief, and the party has sent prior written notice of the dispute to the other party adequately identifying and providing details of the dispute; or
- (b) in the case of any other court proceedings, the party has sent written prior notice of the dispute to the other party adequately identifying and providing details of the dispute and made reasonable efforts to subsequently confer at least once with the other party to attempt to resolve the dispute.

5. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered, when it has been left at the addressee's address;
 - (ii) if it is sent by mail, three business days after it is posted;
 - (iii) if it is sent in electronic form:
 - (A) if it is transmitted by 5.00 pm (Brisbane time) on a business day – on that business day; or
 - (B) if it is transmitted after 5.00 pm (Brisbane time) on the business day, or on a day that is not a business day – on the next business day.
- (c) A person's address and email address are those set out below, or as the person notifies the sender:

Covenantor

Address: Suite 1.303, 15-21 Via Roma, Isle of Capri, QLD, 4217

Email: br@quinbrook.com

Attention: Brian Restall

Covenantee

Address: 26 Railway Street Gatton QLD 4343

Email: ichurch@lvrc.qld.gov.au

Attention: Chief Executive Officer

6. GENERAL

6.1 Governing law

This document is governed by the law in force in Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.

Title Reference 17000028

6.2 Giving effect to this document

Each party must do anything (including execute any deed), and must ensure that its employees and agents do anything (including execute any deed), that any other party may reasonably require to give full effect to this document.

6.3 Amendment

The terms of this document may only be varied or replaced by a document executed by all the parties.

6.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

6.5 Nature of the Restrictive Covenant

- (a) The Restrictive Covenant is and shall be of the same form and effect to all intents and purposes as a covenant running with the land.
- (b) The benefit and burden of the Restrictive Covenant shall be binding upon and enure to all persons deriving title from or under the Covenantor and the Coveantee respectively.

6.6 Operation of this Restrictive Covenant

- (a) This document 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 documents and has no further effect.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

7. DEFINITIONS AND INTERPRETATION

7.1 Definitions

In this document unless the context otherwise requires:

Baseline Condition means a Habitat Quality score of 8.

Clear means the cutting down, felling, thinning, logging, removing, killing, destroying, poisoning, ringbarking, uprooting or burning of native vegetation.

Covenant Area means that part of the Land identified in Item 2 of Form 31.

Covenant Management Plan means the plan or plans developed for the management of the Covenant Area in accordance with EPBC Act approval EPBC 2017/7994.

Coveantee means the person identified in Item 3 of Form 31.

Covenantor means the person identified in Item 1 of Form 31.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Title Reference 17000028

Force Majeure Event means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this document and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a Government Agency.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Habitat Quality means the habitat quality score as calculated by biocondition surveys in accordance with Queensland's Biocondition: A condition Assessment Framework for Terrestrial Biodiversity in Queensland. Assessment Manual (Version 2.2) (Eyre et al., 2015), or any subsequent revised version.

Koala means the koala (combined populations of Queensland, New South Wales and the Australian Capital Territory) (*Phascolarctos cinereus* (combined populations of Qld, NSW and the ACT)) listed as a threatened species under the EPBC Act.

Koala Habitat means any habitat, including forest or woodland, which contains species that are known food trees (being species of tree whose leaves are consumed by Koalas), including Eucalyptus, Corymbia and Angophora species.

Land means Lot 191 on CP CSH2361, title reference 17000028.

Restrictive Covenant means the covenant under clause 1.

7.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it and any part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

Title Reference 17000028

- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (h) The expression this document includes the agreement, arrangement, understanding or transaction recorded in this document.

Title Reference
17000028

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 31 Covenant

Name of ~~authorised person or~~ solicitor: Harry Ruscoe Lawson Stone

Name of authorised person's firm ~~or employer~~ (legal practice, commercial lender or settlement agency): Ashurst
Australia

Item/s being altered or corrected:

Item 5 of the Form 31 Covenant

Details of alteration or minor correction:

The Covenantee's execution block in Item 5 of the Form 31 Covenant is amended by including the words "Chief Executive Officer, Lockyer Valley Regional Council".

Party represented (where signed by solicitor):

Capital Partners Australia Pty Ltd ACN 152 374 895 as trustee for the Australian Clean Power Trust under instrument 717966149.

Authorised ~~person's or~~ Solicitor's Signature



.....
Harry Ruscoe Lawson Stone

PLAN



719003420

\$402.00

21/09/2018 11:13

BE 403

Lodger (Name, address, E-mail & phone number) **LODGER CODE**

1034 Ashursts

50081782

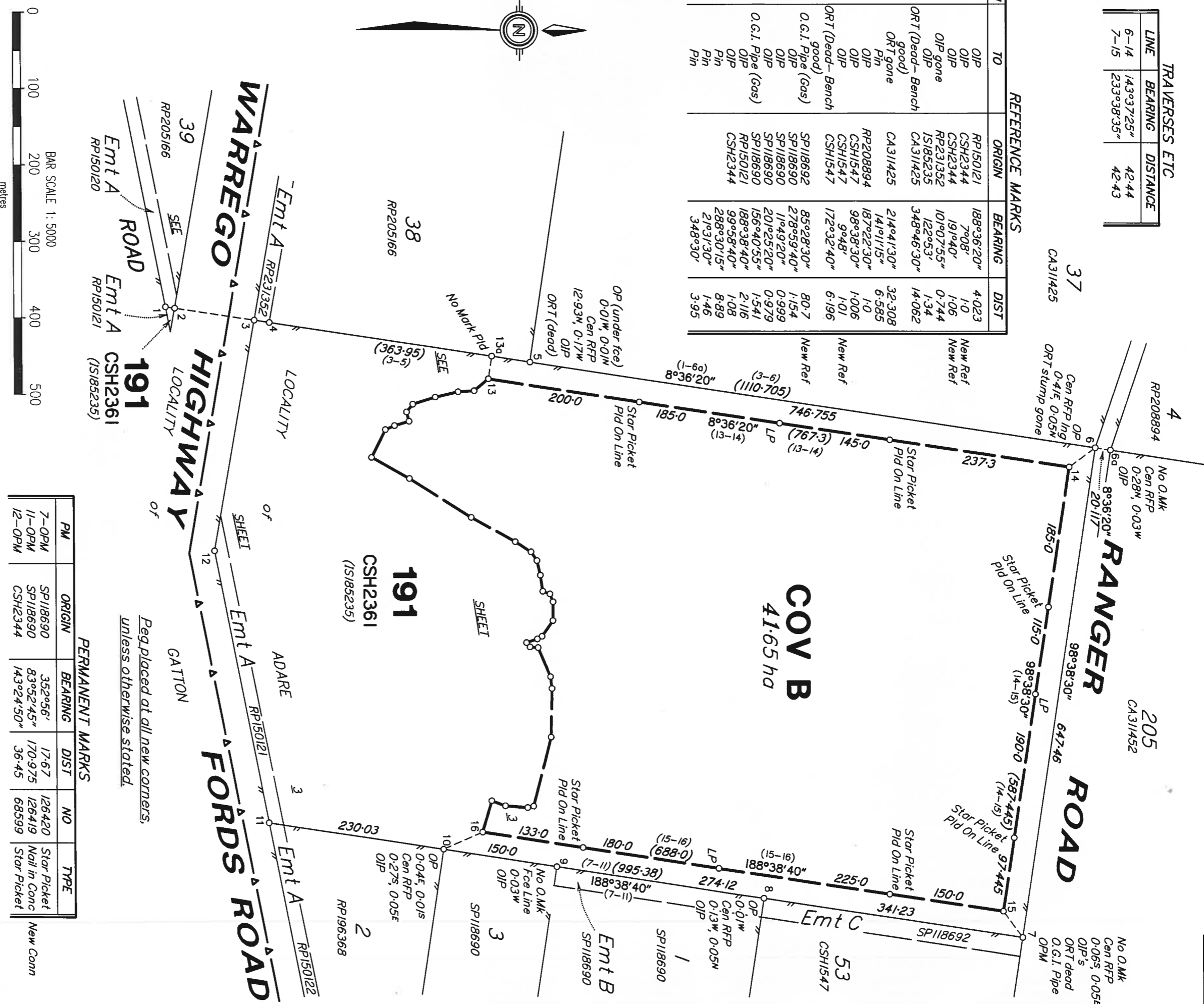
Plan Number: SP303401

SECTION BELOW FOR OFFICE USE ONLY

DIRECTIVE WORKSHEET		LOTS	Crown	Standard
ENCUMBRANCES:			Volumetric	Standard with Common
			Explanatory	Building Format
			Surveyor Certificate Completed (Date)	CT LODGED
			Barcode label attached	Mortgagee Consent
			Format of Plan completed	Name Checked
			L/G Consent within time	CISP Lodgement
			Item 3 completed	Ambulatory Boundary
			Building Format: Item 12 completed	E-mail Survey Group
			SLAM letter	Form 10
			Development Approval Date	Fees checked
			All sheets lodged	
			Data Entry	New Title Directives
			Public Use Land	
			Park	Access YES/NO
			Road	YES/NO
NEW TITLES				
ASSOCIATED DEALINGS:				

TRAVERSES ETC		
LINE	BEARING	DISTANCE
6-14	143°37'25"	42.44
7-15	233°38'35"	42.43

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	OIP	RP150121	188°36'20"	4.023
2	OIP	CSH2344	7°08'	1.0
3	OIP	CSH2344	191°40'	1.06
4	OIP gone	RP231352	101°07'55"	0.744
5	OIP	IS185235	122°53'	1.34
5	ORT (Dead- Bench good)	CA311425	348°46'30"	14.062
6	ORT gone	CA311425	214°41'30"	32.308
6a	Pin	RP208894	141°11'15"	6.585
7	OIP	CSH1547	187°22'30"	1.0
7	OIP	CSH1547	98°38'30"	1.006
7	OIP	CSH1547	9°48'	1.01
7	ORT (Dead- Bench good)	CSH1547	172°32'40"	6.196
7	O.G.I. Pipe (Gas)	SP118692	85°28'30"	80.7
8	OIP	SP118690	278°59'40"	1.154
9	OIP	SP118690	11°49'20"	0.999
10	OIP	SP118690	201°25'20"	0.979
11	O.G.I. Pipe (Gas)	SP118690	156°40'55"	1.541
11	OIP	RP150121	188°38'40"	2.116
12	OIP	CSH2344	99°58'40"	1.08
14	Pin	CSH2344	288°30'15"	8.89
15	Pin	CSH2344	21°31'30"	1.46
16	Pin	CSH2344	348°30'	3.95



PERMANENT MARKS					
PM	ORIGIN	BEARING	DIST	NO	TYPE
7-OPM	SP118690	352°56'	17.67	126420	Star Picket
11-OPM	SP118690	83°52'45"	170.975	126419	Nail in Conc
12-OPM	CSH2344	143°24'50"	36.45	68599	Star Picket
					New Conn

SMK (Gatton) PTY. LTD., ACN 122 955 293
 hereby certify that the land comprised in this plan was surveyed by Daniel Patrick LAWLESS, Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Ralph Patrick KINSELLA, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 6/04/2018.

Director
 Director
 Date: 6/4/18

Plan of Covenant B in Lot 191 on CSH2361

LOCAL GOVERNMENT: LOCKYER VALLEY REGIONAL COUNCIL LOCALITY: ADARE / GATTON
 Meridian: IS185235

Scale: 1:5000
 State copyright reserved

Format: STANDARD



BE 403

719003420

21/09/2018 \$402.00
11:13

1. Certificate of Registered Owners or Lessees.
I/We CAPITAL PARTNERS AUSTRALIA PTY LTD A.C.N. 152 374 895
TRUSTEE
UNDER INSTRUMENT 717966149

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* ~~as Lessees of this land agree to this plan.~~

Robert Byers Kerr
Sole Director and Secretary

Signature of * Registered Owners * ~~Lessee~~

Capital Partners Australia Pty Ltd ACU
15a 374 895 as trustee under instrument
717966149 *RB*

* Rule out whichever is inapplicable

2. Planning Body Approval.

* hereby approves this plan in accordance with the :

Dated this day of

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 18013

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
17000028	Lot 191 on CSH2361	-	---	Covenant B

Survey Report- SP303401

The survey shown on SP303401 was to create a Covenant within Lot 191 on CSH2361.

Plans used for this survey include: CA311425, CSH1547, RP150121, RP196368, CSH2361, RP208894, SP118690 and IS185235.

Meridian for this survey is IS185235.

Fixation

Corners have been fixed at stn 1 (OIP-RP150121), stn 5 (OIP-IS185235 and ORT-CA311425), stn 6a (OIP-RP208894), stn 7 (OIP-CSH1547, ORT-CSH1547 and OPM126420-SP118690), stn 8 (OIP-SP118690), stn 9 (OIP-SP118690), stn 10 (OIP-SP118690), stn 11 (OIP-RP150121 and O.GI Pipe-SP118690) and stn 12 (OIP-CSH2344).

Western Boundary Alignment (stn's 1-6a)

Alignment fixed between stn's 1-6a as per IS185235 (meridian of survey). Distance between stn's 1-2 as per IS185235, distance between stn's 2-3 as per IS185235, distance between stn's 3-5, 20mm excess with IS185235, distance between stn's 5-6, 15mm excess with IS185235 and distance between stn's 6-6a as per IS185235.

Ranger Road Alignment (stn's 6-7)

Alignment fixed between stn's 6-7 and agrees in distance as per IS185235.

Eastern Boundary Alignment (stn's 7-11)

Alignment fixed between stn's 7-11 as per IS185235. Distance between stn's 7-8, 20mm excess, distance between stn's 8-10 agrees with IS185235, distance between stn's 10-11 measures excess of 20mm as per IS185235.

Fords Road and Warrego Highway Alignment (stn's 11-3)

Alignment differs by +10" and proportioned excess of 10mm between stn's 11-12-3 as per IS185235.

7. Orig Grant Allocation :	Orig
Lots	

8. Passed & Endorsed :

By : R.P. KINSELLA
Date : 9/11/2018
Signed : *R.P. Kinsella*
Designation : Accredited Cadastral Surveyor

9. Building Format Plans only.

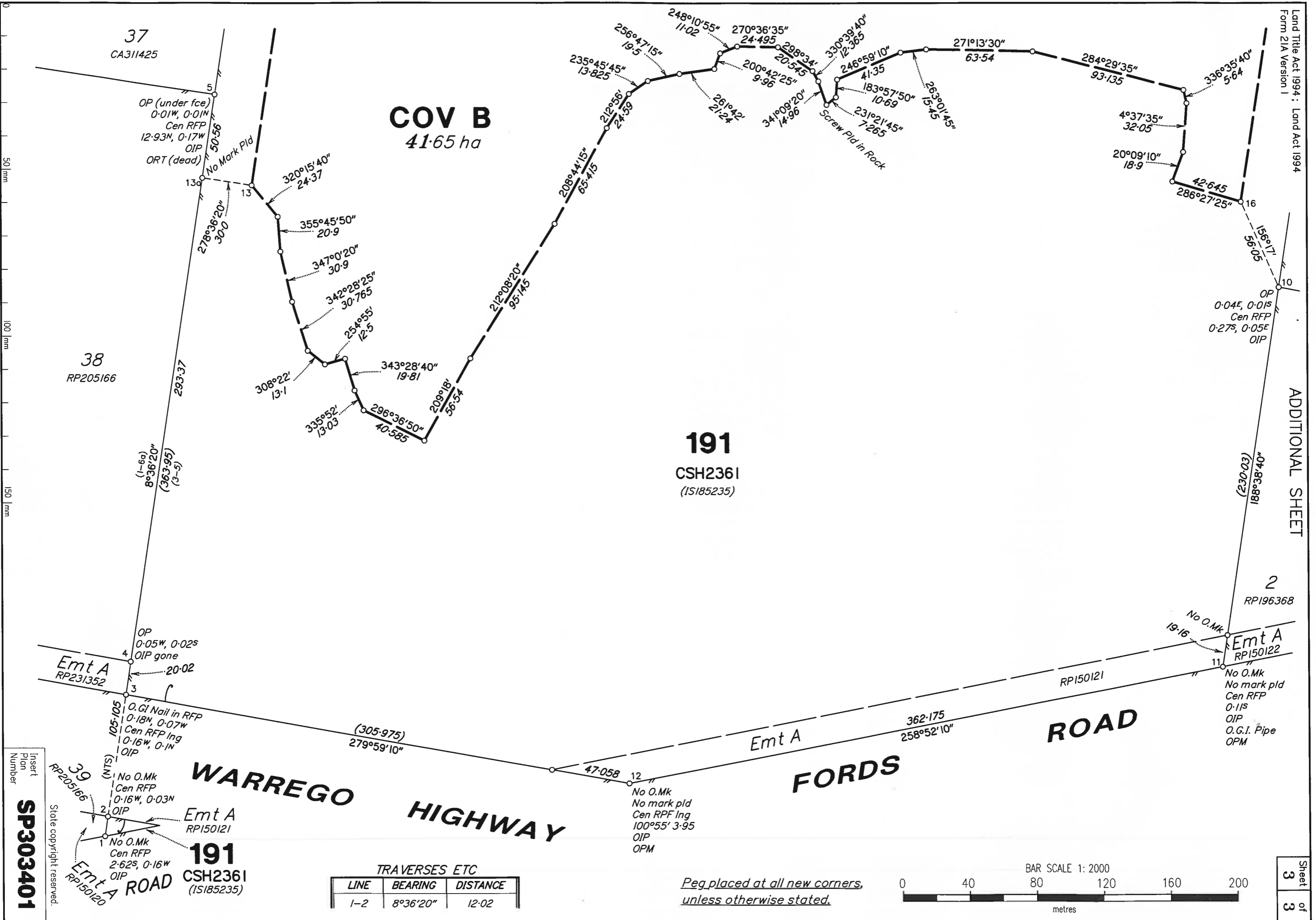
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.
* Part of the building shown on this plan encroaches onto adjoining * lots and road

..... * Date
Cadastral Surveyor/Director
*delete words not required

10. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert Plan Number **SP303401**



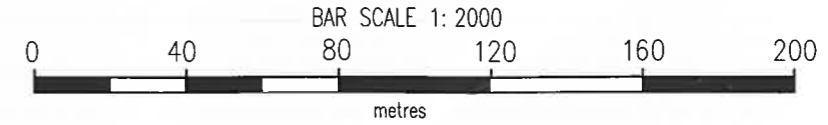
Insert
Plan
Number
SP303401

State copyright reserved.

TRAVERSES ETC

LINE	BEARING	DISTANCE
1-2	8°36'20"	12.02

*Peg placed at all new corners,
unless otherwise stated.*



Title Reference
17000028

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 21B Plan

Name of authorised person or solicitor: Harry Ruscoe Lawson Stone

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Ashurst
Australia

Item/s being altered or corrected:

Certificate of Registered Owners or Leasees in Form 21B.

Details of alteration or minor correction:

The Certificate of Registered Owners in Form 21B is amended by including the words "Capital Partners Australia Pty Ltd ACN 152 374 895 trustee under instrument 717966149" and "Robert Byers Kerr, sole director and company secretary".

Party represented (where signed by solicitor):

Capital Partners Australia Pty Ltd ACN 152 374 895 as trustee for the Australian Clean Power Trust under instrument 717966149.

Authorised person's or Solicitor's Signature



.....
Harry Ruscoe Lawson Stone