

OWNERS' CONSENT

TO: Gold Coast City Council

AND TO: All Government Departments, Government Agencies, Statutory Authorities and Government Owned Corporations

FROM: Ying YUAN and Mo CHEN
(Owner)

IN FAVOUR OF: Courtney Upper Coomera Developments Pty Ltd ACN 695 225 819
(or its representative or nominee)
(Buyer)

CONCERNING: 17 Courtney Drive, Upper Coomera, more particularly described as Lot 182 on RP 156422 Title Reference 15888053 (Property)

The Owner has signed below as the registered owner of the Property and hereby consents to and irrevocably authorises and directs the Buyer:

- (a) to lodge any development applications over the Property;
- (b) to make representations, negotiate conditions, waive appeal rights, appeal, compromise or amend any application, request to change of conditions and otherwise deal with any matter concerning the Property;
- (c) to appeal any matter in the Planning and Environment Court;
- (d) to respond to any appeal in the Planning and Environment Court;
- (e) to obtain access to and copies of any and all information held by any entity concerning the Property; and
- (f) representing the Owner in all matters concerning the development of the Property.

DATED this 26th day of Feb 2026

SIGNED BY:  

Ying YUAN Mo CHEN

Owners Consent Deed

17 Courtney Drive & 176 Baileys Mountain Road, Upper Coomera

Norfolk Estates Pty Ltd ACN 010 355 138

(being part of the QM Properties group of entities and referred to hereafter as
Norfolk / Lot 183 Owner)

and

Mo Chen and Ying Yuan (**Chen & Yuan / Lot 182 Owner**)

and

Courtney Upper Coomera Developments Pty Ltd ACN 695 225 819

(being part of the CFMG Capital Limited group of entities and referred to hereafter as
CUCD / Lot 182 Developer)

Table of contents

1	Definitions and interpretation	3
1.1	Definitions	3
1.2	Interpretation	4
2	Agreement that Recitals Correct.....	4
2.1	Recitals Agreed as Correct	4
3	Agreed Plan	5
4	Norfolk Consent to CUCD for discharge of certain Lot 182 Stormwater	5
4.1	Norfolk Consent to Apply for certain Lot 182 Stormwater Discharge Approval(s).....	5
4.2	Norfolk Stormwater Discharge Consent over Lot 183 if Approval(s) obtained	5
5	Norfolk Works at Norfolk Cost	5
5.1	Norfolk Works at its Cost	5
5.2	Norfolk entitled to reasonable access to Lot 182.....	5
5.3	Norfolk to make good disturbance and / or damage they cause to Lot 182	5
6	Norfolk Works at CUCD Cost	6
6.1	Norfolk Works at CUCD Cost.....	6
7	CUCD Works at CUCD Cost.....	6
7.1	CUCD Works at its Cost	6
7.2	CUCD entitled to reasonable access to Lot 183.....	6
7.3	CUCD to make good disturbance and / or damage they cause to Lot 183	6
8	Norfolk to sign consent / agreement as per pro-forma in Annexure B.....	6
8.1	Annexure B form of consent / agreement	6
9	Assignment / Assumption	6
9.1	Lot 182 Developer becoming owner of Lot 182	6
9.2	Sale of Lot 182 or Lot 183.....	7
10	Costs	7
10.1	Costs	7
11	General.....	7
11.1	Variation and waiver	7
11.2	Counterparts and electronic delivery	7
11.3	Electronic Execution	7
11.4	Governing law and jurisdiction	7
11.5	Notice of Service of Documents	7
Annexure A	9	
Agreed Plan	9	
Annexure B	10	
Pro-forma Consent to Council	10	

Owners Consent Deed**Details**

Document Date		
Parties	Norfolk, Chen & Yuan, and CUCD	
Norfolk / Lot 183 Owner	Name	Norfolk Estates Pty Ltd (as trustee for Solander Investments Unit Trust ABN 34 504 371 334)
	ACN	010 355 138
	Address	Level 10, 345 Ann Street Brisbane QLD 4000
	Email	john.warlow@qm.com.au ; notices@qm.com.au
	Mobile	
Chen & Yuan / Lot 182 Owner	Name	Mo Chen & Ying Yuan
	Address	c/- Wu & Co Lawyers, Level 2, 17 Mt Gravatt Capalaba Road, Upper Mt Gravatt, QLD 4122
	Email	info@wuandcolawyers.com.au ; tonyyuanau@gmail.com ; mochenau@gmail.com
	Mobile	
CUCD / Lot 182 Developer	Name	Courtney Upper Coomera Developments Pty Ltd
	ACN	695 225 819
	Address	138 Mary Street, Brisbane City, QLD 4000
	Email	bradc@cfmgcapital.com.au
	Mobile	0403 750 720
Governing law Queensland		

Recitals

- A** Norfolk is the registered owner (as trustee under instrument 721224850) of land at 176 Baileys Mountain Road, Upper Coomera, QLD 4209 described as Lot 183 on RP 156422 being the whole of the land contained in Title Reference 15888054 ("**the Norfolk Land**" / "**Lot 183**").
- B** Chen & Yuan are the registered owners of land at 17 Courtney Drive, Upper Coomera, QLD 4209 described as Lot 182 on RP 156422 being the whole of the land contained in Title Reference 15888053 ("**the Chen & Yuan Land**" / "**Lot 182**").
- C** CUCD is the developer of (and has contracted to purchase) Lot 182 being the Chen & Yuan Land and intends to proceed shortly.
- D** Norfolk at some stage intends to develop Lot 183.
- E** Chen & Yuan and Norfolk as adjoining land owners and CUCD as developer of Lot 182 Developer have reached the agreements as provided in this Deed.

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears, these meanings apply:

Agreed Plan means the plan in Annexure A to this document being Plan OSK7105-P031 Revision 3 based on a plan originally prepared by Oska Consulting Group of the same number but now with services and comments overlaid, or any amendments thereto agreed in writing between the parties (which will include agreement by email or by replacement or supplemental plan in Annexure A initialised by all parties).

Approval means any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, approval, licence, permit, authority or exemption from, by or with an Authority, in relation to land the subject of this Deed and to which it is referable.

Authority includes any government, any semi or local government (including the Gold Coast City Council) and any statutory or public person, authority, instrumentality or body having jurisdiction over in relation to land the subject of this Deed.

Business Day means a day on which banks are open for general banking business in Brisbane, Queensland (not being a Saturday, Sunday or public holiday in that place, or a date that falls within the period 21 December to 10 January, each inclusive).

the Chen & Yuan Land means the land referred to in Recital B.

Costs includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs.

Details means the section of this document headed "Details".

Lot 182 means the Chen & Yuan.

Lot 183 means the Norfolk Land.

the Norfolk Land means the land referred to in Recital A.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (d) a reference to a document also includes any variation, replacement or novation of it;
- (e) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (f) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (g) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) a reference to a time of day is a reference to time in Brisbane, Queensland.
- (i) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (j) a reference to "law" includes common law, principles of equity and legislation (including regulations);
- (k) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (n) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- (o) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (p) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (q) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (r) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day;
- (s) if anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

2 Agreement that Recitals Correct

2.1 Recitals Agreed as Correct

Each party agrees that the Recitals are true and correct.

3 Agreed Plan

The parties agree that the Agreed Plan as defined (and as at the date of this document being that in **Annexure A**), shows the approximate location of the subdivision of Lot 182 and the approximate location of services or intended services in relation to that subdivision, as well as certain civil works agreed to be done by parties to this document as provided in this document.

4 Norfolk Consent to CUCD for discharge of certain Lot 182 Stormwater

4.1 Norfolk Consent to Apply for certain Lot 182 Stormwater Discharge Approval(s)

Norfolk consents to each of the Lot 182 Owner(s) and CUCD as the Lot 182 Developer, at the cost of CUCD, applying to any Authority (including the Gold Coast City Council) for Approval for discharge of stormwater into a basin in Lot 800 within Lot 182 and then with outflows from the Lot 800 Basin including overflow weir, to be discharged into the Lot 901 swale on Lot 183 as shown on and generally in accordance with the Agreed Plan.

4.2 Norfolk Stormwater Discharge Consent over Lot 183 if Approval(s) obtained

Subject to Approval(s) being obtained as referred to in clause 4.1 and construction of relevant agreed civil works as per the Agreed Plan and this document, to facilitate this occurring, Norfolk agrees to actual outflows from the Lot 800 Basin including overflow weir, to be discharged into the Lot 901 swale on Lot 183 (of which Norfolk is the current registered owner), as shown on and generally in accordance with the Agreed Plan.

5 Norfolk Works at Norfolk Cost

5.1 Norfolk Works at its Cost

Subject to Approval(s) being obtained at Norfolk's cost, Norfolk agrees to cause to be constructed at its cost the following development works associated with Eden Estate Road 02 (by whatever name from time to time known) generally in accordance with the Agreed Plan:

- (a) Construction of (Eden Estate) Road 02, including kerb and channel on the southern side of (Eden Estate) Road 02;
- (b) Construction of storm water drainage on the southern side of (Eden Estate) Road 02;
- (c) Construction of sewer main on the southern side of (Eden Estate) Road 02 including cross road pipe for future connection by the Lot 182 Developer; and
- (d) Construction of water main on the southern side of (Eden Estate) Road 02.

5.2 Norfolk entitled to reasonable access to Lot 182

Norfolk shall be entitled to reasonable access to Lot 182 to perform its construction and other obligations under this Deed.

5.3 Norfolk to make good disturbance and / or damage they cause to Lot 182

Norfolk agrees to make good any disturbance and / or damage caused as a result of their access and works on Lot 182.

6 Norfolk Works at CUCD Cost

6.1 Norfolk Works at CUCD Cost

Subject to Approval(s) being obtained at CUCD's cost, Norfolk agrees to cause to be constructed / installed at CUCD's cost the following development works generally in accordance with the Agreed Plan:

- Installation of 5 water service conduits under (Eden Estate) Road 02 to service future proposed CUCD Lots 54 to 63.

7 CUCD Works at CUCD Cost

7.1 CUCD Works at its Cost

Subject to Approval(s) being obtained at CUCD's cost, CUCD agrees to cause to be constructed at its cost the following development works associated with Eden Estate Road 02 (by whatever name from time to time known) generally in accordance with the Agreed Plan:

- (a) Removal of shoulder on the north side of (Eden Estate) Road 02;
- (b) Construction of kerb and channel on the northern side of (Eden Estate) Road 02;
- (c) Construction of storm water drainage on the northern side of (Eden Estate) Road 02; and
- (d) Construction of storm water discharge from Lot 800 basin to Lot 901 swale including outlet rock works.

7.2 CUCD entitled to reasonable access to Lot 183

CUCD shall be entitled to reasonable access to Lot 183 to perform its construction and other obligations under this Deed.

7.3 CUCD to make good disturbance and / or damage they cause to Lot 183

CUCD agrees to make good any disturbance and / or damage caused as a result of their access and works on Lot 183.

8 Norfolk to sign consent / agreement as per pro-forma in Annexure B

8.1 Annexure B form of consent / agreement

Norfolk agrees to promptly sign and deliver to the Lot 182 Developer a document substantially in the form of that contained in Annexure B subject to any changes agreed between the Lot 182 Developer and Norfolk.

9 Assignment / Assumption

9.1 Lot 182 Developer becoming owner of Lot 182

From settlement of the purchase by the Lot 182 Developer of Lot 182, the Lot 182 Developer must also comply with (and assume) any uncompleted, unperformed, outstanding or future obligations of the Lot 182 Owner under this Deed including rectification of any not properly or fully performed. It is acknowledged that it is intended that the Lot 182 Owner's interest in this Deed be assigned or novated to the Lot 182 Developer from settlement of the purchase by the Lot 182 Developer of Lot 182.

The parties agree to sign such further documents (if any) as are reasonably required to better or more fully effect the intent of the provisions in this Clause 9.1.

9.2 Sale of Lot 182 or Lot 183

If the Lot 182 Owner or Norfolk should sell, transfer, assign or otherwise dispose of its interest in Lot 182 or Lot 183 respectively before all obligations under this Deed are completed or satisfied (as the case may be), (and other than in the case of Lot 182, to the Lot 182 Developer which circumstance is dealt with in clause 9.1, and other than to a residential purchaser of a subdivided residential lot from subdivision of Lot 182 or Lot 183), then (unless otherwise agreed in writing):

the seller, transferor, assignor or disponent (collectively or individually referred to as the "Seller"), must obtain from its buyer, transferee, assignee or disponent (collectively or individually referred to as the "Buyer"), a covenant in favour of the Seller and in favour of the other parties to this Deed, agreeing to be bound by the terms of this Deed as if they had been named in it instead of the Seller, including this Clause 9.2.

10 Costs

10.1 Costs

The parties agree to pay their own Costs in connection with the preparation, negotiation, execution and completion of this document.

11 General

11.1 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing, which will include by email.

11.2 Counterparts and electronic delivery

- (a) This document may be executed in any number of counterparts and all counterparts taken together will constitute one document.
- (b) The parties consent to information, including the proposed document, being given by electronic communication.
- (c) If a party delivers an executed counterpart of this document or any other document executed in connection with it, by email with PDF attached or other electronic means, the delivery will be deemed to be an effective delivery of an originally executed counterpart.

11.3 Electronic Execution

- (a) The parties intend that this document may be signed utilising electronic means (including by email) and evidence of execution by email attaching a PDF copy of what appearing to bear appropriate signatures by email or by other electronic means, will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart.
- (b) This document shall not be challenged or denied any legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

11.4 Governing law and jurisdiction

The law in force in the place specified in the Details as the Governing Law, governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.

11.5 Notice of Service of Documents

Without preventing any other method of service, any document may be given or served on a party by being delivered or left at that party's address as shown in the Details (including by email) which may be changed at any time by notice to that effect by or from a party.

Executed as a Deed

Signed by Norfolk / Lot 183 Owner:

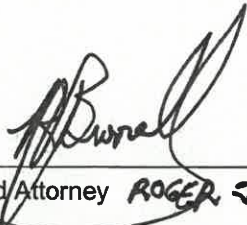
Executed by Norfolk Estates Pty Ltd ACN 010 355 138 (as trustee for Solander Investments Unit Trust ABN 34 504 371 334) by its duly constituted attorneys KANE EDWARD DAVIS and ROGER JOHN BURRELL under registered Power of Attorney No: 720595181 in the presence of:



First Attorney **KANE EDWARD DAVIS**

 22/4/26

Witness to First Attorney



Second Attorney **ROGER JOHN BURRELL**

 22/4/26

Witness to Second Attorney

Signed by the Chen & Yuan / Lot 182 Owner:

Executed by Mo Chen & Ying Yuan in the presence of:



Mo Chen



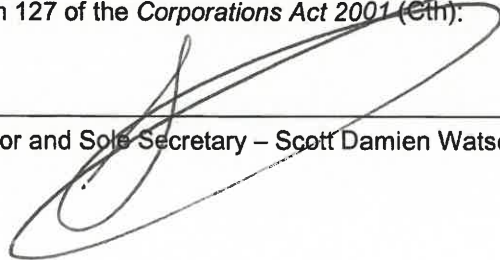
Ying Yuan

Witness

Witness

Signed by CUCD / Lot 182 Developer:

Executed by Courtney Upper Coomera Developments Pty Ltd ACN 695 225 819 in accordance with section 127 of the Corporations Act 2001 (Cth):



Sole Director and Sole Secretary – Scott Damien Watson

22/04/26.

Annexure A
Agreed Plan

Annexure B
Pro-forma Consent to Council

Annexure "B"

NORFOLK ESTATES PTY LTD ACN 010 355 138 (which acts as trustee for Solander Investments Unit Trust ABN 34 504 371 334), as the owner of 176 Baileys Mountain Road, Upper Coomera (Lot 183 RP156422), **hereby consents** to the following:

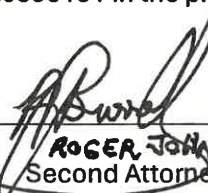
1. Mo Chen and Ying Yuan, being the owners of 17 Courtney Drive, Upper Coomera, and Courtney Upper Coomera Developments Pty Ltd, making application to any authority (including the City of Gold Coast) for approval to discharge stormwater into a drain within 17 Courtney Drive and then with outflows from the proposed lot 800 retention basin into 176 Baileys Mountain Road.
2. Subject to approval referred to at item 1, accept the stormwater discharge from 17 Courtney Drive development.

Executed by:

Norfolk Estates Pty Ltd A.C.N. 010 355 138 (as trustee for Solander Investments Unit Trust ABN 34 504 371 334) by its duly constituted attorneys KANE EDWARD DAVIS and JOHN ROGER BURRELL under registered power of attorney No: 720595181 in the presence of:


KANE EDWARD DAVIS
First Attorney
 22/4/26

Witness to First Attorney


ROGER JOHN BURRELL
Second Attorney
 22/4/26

Witness to Second Attorney

Executed by:

Mo Chen & Ying Yuan in the presence of :



Mo Chen



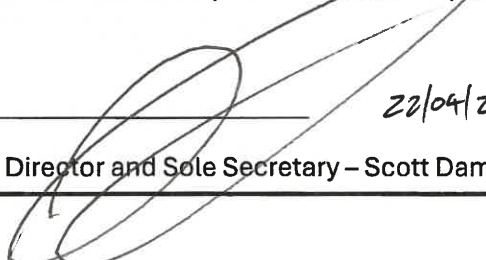
Ying Yuan

Witness

Witness

Executed by :

Courtney Upper Coomera Developments Pty Ltd ACN 695 225 819 in accordance with section 127 of the Corporations Act 2001 (Cth):


22/04/26.
Sole Director and Sole Secretary – Scott Damien Watson

We, Norfolk Estates Pty Ltd (ATF Solander Investments Unit Trust ABN 34 504371 334), as the owners of the premises identified below consent to the lodgement of a development application by **Courtney Upper Coomera Developments Pty Ltd C/ Saunders Havill Group** for the purposes of Reconfiguration of a Lot.

Premises Details

- 176 Baileys Mountain Road, Upper Coomera Q 4209 (Lot 183 RP156422)

Name	Norfolk Estates Pty Ltd ACN: 010 355 138 ATF The Solander Investments Unity Trust ABN: 34 504 371 334	Name	
Signature		Signature	
Position	Norfolk Estates Pty Ltd ACN 010 355 138 as trustee for SOLANDER INVESTMENTS UNIT TRUST ABN 35 504 371 334 by its duly constituted attorney KANE EDWARD DAVIS under Registers Power of Attorney No. 720595181	Position	
Date	07 May 2026	Date	