

PALM ISLAND

Aboriginal Shire Council

AGENDA LAND TRUST MEETING

WEDNESDAY, 27TH AUGUST 2025

COUNIL CHAMBERS

1 MAIN STREET, PALM ISLAND 4816



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ORDER OF BUSINESS

1. Opening Meeting

1.1 Welcome and Acknowledgements of Traditional Owners

Palm Island Aboriginal Shire Council respectfully acknowledges the Traditional Owners of the land on which we meet, the Manbarra and Bwgcolman Peoples. We pay our respects to Elders past and present and acknowledge the continuing connection of Aboriginal and Torres Strait Islander peoples to land, sea, culture, and community.

We extend this respect to all Aboriginal and Torres Strait Islander peoples attending today's meeting and reaffirm our commitment to working in partnership to support self-determination, cultural heritage, and community wellbeing.

1.2 Attendance and Apologies

Mayor Alf Lacey	Emma Bradbury, Interim CEO
Deputy Mayor Mersane Oui	Martine Care, Preston Law
Councillor Telstan Sibley	Rani Sam-Johnson, Executive Assistant
Councillor Ebanese Oui	Jessie-Mae Laczik, Governance Officer
Councillor Germaine Bulsey	

1.3 Leave of Absence Requests

1.4 Confirmation of Quorum (per s259 LGR 2012)

The Chairperson confirms that a quorum is present in accordance with section 259 of the Local Government Regulation 2012.

1.5 Condolences

Palm Island Aboriginal Shire Council extends its heartfelt condolences to the families and loved ones of the following community members who have recently passed:

- Oriel Johnson and families
- Owen Mathieson and families
- Emily Prior / Stewart and families
- Doreen Morton and families
- Baby Prior / Bligh and families
- Randall Parker / Hero and families
- James Lewis Cannon and families

Council acknowledges the deep loss felt by the Palm Island community and stands in solidarity with all families during this time of grief. May their spirits rest peacefully, and may their families find comfort and strength in the support of community.

2. Declarations

2.1 Conflict of Interest (s150EQ-s150ES LGA 2009)

2.2 Prescribed and Declarable Conflicts

3. Confirmation of Previous Minutes

3.1 Adoption of Land Trust Meeting Minutes of 30th July 2025

PALM ISLAND
Aboriginal Shire Council



PALM ISLAND ABORIGINAL SHIRE COUNCIL

LAND TRUST MEETING MINUTES

Council Name: Land Trust Meeting

Meeting Date: 30th July 2025

Meeting Time: 9:00am

Location: Council Chambers, 1 Main Street, Palm Island Qld 4816

Chairperson: Mayor Alfred Lacey

Minute Taker: Jessie-Mae Laczik

Record of Attendance			
Present	Name	Title	Attendance
COUNCILLORS	Cr Alf Lacey	Mayor	<i>In-person</i>
	Cr Mersane Oui	Deputy Mayor	<i>In-person</i>
	Cr Telstan Sibley	Councillor	<i>In-person</i>
	Cr Ebanese Oui	Councillor	<i>In-person</i>
	Cr Germaine Bulsey	Councillor	<i>In-person</i>
OFFICERS	Stephen Martin	Acting Chief Executive Officer	<i>In-person</i>
	Rani Sam-Johnson	Executive Assistant	<i>In-person</i>
	Jessie-Mae Laczik	Governance Officer	<i>Via Teams</i>

GUESTS	Martine Care	Preston Law	<i>Via Teams</i>
	Kim Driver	Local Government Association of QLD (LGAQ)	<i>Via Teams</i>
OBSERVERS	<i>None</i>		

1. Opening of Meeting

Cr. Lacey declared the meeting open at 9:00am

2. Acknowledgments

The Land Council acknowledges the Traditional Owners, the Manbarra People, upon whose land the meeting is held, and the Bwgcolman People of Palm Island.

Council formally welcomed Ms. Kim Driver and Ms. Martine Care to the Land Council Meeting.

3. Apologies

Nil.

4. Condolences

- Walter Starlight and their extended families
- Doreen Morton and their extended families
- Gordon Henry and their extended families
- Jennifer Geia and their extended families

5. Declaration of Interests

The chairperson invited Councillors present to disclose prescribed conflicts of interest ("**PCOI**") or declarable conflicts of interest ("**DCOI**") in respect of any items in the agenda, in accordance with the *Local Government Act 2009*.

Councillor	PCOI/DCOI	Meeting Items	<i>Action taken by Council pursuant to Chapter 5B of Local Government Act 2009</i>
Cr Lacey			
Cr M Oui			

Cr Sibley	PCOI/DCOI	9.5 Amendment to Bistro Lease 9.8 Telstan Sibley – application for 99-year lease 9.9 Telstan Sibley – application to extend yard to vacant property next door	Councillor left the room prior to discussion and decision of item.
Cr E Oui			
Cr Bulsey			

Moved: Cr. M. Oui

Seconded: Cr. T. Sibley

Carried

6. Confirmation of Previous Minutes

Resolution LT.2025-105

Item 6.1 Land Trust Meeting

That the minutes from the Land Trust Meeting held on 19th June 2025 were confirmed as a true and accurate record. Minutes to be adopted.

Moved: M. Oui

Seconded: T. Sibley

Carried

7. Matters Arising from Previous Minutes

Resolution LT.2025-100

Lease to Anglican Diocese of North Queensland
Update to be provided by Preston Law in October 2025.

8. Business arising from Previous Meeting Resolution

There were no additional matters arising from previous resolutions discussed at this meeting.

9. For Decision by Council

Item 9.1 Adoption of Policies and Procedures for the Rent to Buy Homeowner Scheme

Resolution LT.2025-106

Council resolved to:

- a. Adopt the policies and procedures for the Rent to Buy Home Ownership Scheme.
- b. Endorse, in principle, the administrative policies required to support the implementation of the scheme.

Action Item:

Council to hold a workshop on tenancy management on 25 August 2025, following a meeting with the Department of Housing.

Moved: Cr. T. Sibley
Seconded: Cr. M. Oui
Carried

Item 9.2 Lease to Anglican Diocese of North Queensland

Resolution LT.2025-107

Council noted the lease as per the existing contract.
An update is to be provided by Preston Law in October 2025.

Moved: Cr. M. Oui
Seconded: Cr. T. Sibley
Carried

Item 9.3 Insurance Premiums 2025/2026

Resolution LT.2025-108

Resolved that Council notes the Insurance Premiums 2025/2026 from JLT are \$827,000, with half to be paid from the Land Trust budget and half from Council Operations budget.

Moved: Cr. G. Bulsey
Seconded: Cr. T. Sibley
Carried

Item 9.4 Land Transfer Proposal between PIASC & Department of Housing

Resolution LT.2025-109

Council resolved to approve and proceed with the Land Transfer Proposal between Palm Island Aboriginal Shire Council (PIASC) and the Department of Housing and Public Works (DHPW), as tabled at the Land Trust Meeting held on 30 July 2025.

Council authorizes the following actions:

- a. Accept the transfer of six Government Employee Housing (GEH) properties from DHPW to PIASC, located at Lots 32, 54, 55, 56, 59, and 60 on SP282455.
- b. Retain ownership of GEH properties and vacant land at Lots 51, 94, 95, 551, 594, and 595 on SP282455.
- c. Transfer the Sandy Boyd Aged Care site (part of Lot 266 on SP290948) to DHPW, with resurveying to include the entrance off Dormitory Drive and a revised boundary alignment.
- d. Undertake relocation and site clearing of three existing huts on the aged care site to another PIASC-owned site, with all debris removed by December 2025.
- e. Transfer ownership of Lot 254 Dormitory Drive (SP273615) to DHPW, noting the current lease arrangement with QAS.
- f. Support DHPW's coordination with QAS to relocate the duplex to Lot 411 on SP273615 and provide additional land if required.
- g. Facilitate resurveying and amalgamation of the Sandy Boyd Aged Care site and Lot 254 Dormitory Drive into a single site.
- h. Enable development of the new amalgamated site by DHPW for Government Employee Housing to meet agency demand on Palm Island.

Moved: Cr. E. Oui
Seconded: Cr. T. Sibley
Carried

Cr T. Sibley left the room 9:35am

Item 9.5 Amendment to Bistro Lease

Resolution LT.2025-110

Council resolved to amend the Bistro lease as follows:

- a. Removal of the 10% requirement.
- b. Reduction of lease amount to \$85,000 (inclusive of GST).

Council noted that the sublease for the Bistro is to be finalised, with details of food operations and alcohol service to be addressed separately.

Moved: G. Bulsey
Seconded: M. Oui
Carried

Cr T. Sibley returned 9:44am

Item 9.6 Preston Law Presentation

Resolution LT.2025-111

Council resolved to accept the presentation from Preston Law.

Moved: Cr M. Oui
Seconded: Cr E. Oui
Carried

Item 9.7 Application for 99-year Lease: Shirely Curley

Resolution LT.2025-112

Council noted that further instruction is required from the RLIPLO Office.

Action Item:
CEO to contact RLIPLO Office to undertake a heritage/cultural assessment.
Council to write to Ms. Shirley Curley advising that further advice is being sought.

Moved: Cr. E. Oui
Seconded: Cr. G. Bulsey
Carried

Cr T. Sibley left the room at 9:47am.

Item 9.8 Application for 99-year Lease: Telstan Sibley

Resolution LT.2025-113

That the council resolves to send application to John Coyle.

Moved: Cr. M. Oui
Seconded: Cr. E. Oui
Carried

Item 9.9 Application to Extend Yard to Adjacent Vacant Property: Telstan Sibley

Resolution LT.2025-114

Council resolved to:

- a. Review the existing social housing lease.
- b. Direct the CEO to engage with the Department of Housing.
- c. Submit a formal request on behalf of the Department of Housing.

Moved: Cr. G. Bulsey
Seconded: Cr. M. Oui
Carried

Cr T. Sibley returned 9:58am

Item 9.10 Application for 99-year Lease: Obadiah Geia Jnr & Snr

Resolution LT.2025-115

Council noted that the proposed lease is for 30 years, not 99 years.

Council resolved to:

That the Acting CEO undertake due diligence regarding the proposed lease arrangement and prepare a formal request for a business case outlining the intended use of the land.

Moved: Cr. M. Oui
Seconded: Cr. T. Sibley
Carried

10. Reports

Item 10.1 CEO Report

Resolution LT.2025.116

Council accepts CEO report.

Moved: Cr. T. Sibley
Seconded: Cr. E. Oui
Carried

11. Correspondence Received

Item 11.1 Preston Law: Ferdy Haven Lease

Resolution LT.2025.117

Council considered correspondence from Preston Law regarding the lease on Ferdy Haven.

Council resolved to:

- a. Endorse Resolution 1 as outlined in the correspondence.
- b. Not support Resolution 2.

Note: Final wording of Resolution 1 to be confirmed with Martine Care.

Moved: Cr. M. Oui

Seconded: Cr. T. Sibley

Carried

12. Other Business

Nil.

13. Next Meeting

The next Land Trust Meeting will be held 27th August 2025.

14. Closure of Meeting

There being no further business, the Chairperson declared the meeting closed at 10:48am

3.2 Business Arising from Previous Minutes 30th July 2025

4. Reports

Nil

5. Matters for Decision

5.1 Trustee Lease to Amplitel Pty Limited – Part of Lot 511 on SP 273615 (Telstra Communications Tower)

Council is requested to consider the execution of a lease agreement with Amplitel Pty Ltd for the use of part of Lot 511 on SP273615, Palm Island, for telecommunications infrastructure. The proposed lease aligns with the Heads of Agreement signed in November 2023 and has been reviewed by Preston Law, who confirm it contains no provisions of significant concern.

The lease is for a term of 10 years at an annual rate of \$9,000 (exclusive of GST), with a 3% annual increase. It includes provisions for land rehabilitation, termination rights, and permitted use consistent with telecommunications operations. Council's termination rights are limited and subject to dispute resolution processes.

The full legal review and draft lease are attached for Council's consideration.

Attachment: Trustee Lease to Amplitel Pty Limited – Part of Lot 511 on SP 273615 (Telstra Communications Tower)

Title of Report: Trustee Lease to Amplitel Pty Limited - Part of Lot 511 on SP 273615
(Telstra Telecommunications Tower)

Agenda Item:

Classification: For Decision

Author: CEO/Preston Law

Attachments: Advice from Preston Law dated 29 July 2025
Draft Trustee Lease
Amplitel Pty Ltd Registered Standard Terms
Heads of Agreement

Recommendation:

That the Trustee resolves to:

1. Grant a trustee lease to Amplitel Pty Ltd for the installation and operation of a telecommunications tower on part of Lot 511 on SP 273615 (65 Plan 3338 Farm Road, Palm Island) on the following terms:
 - (a) for a term of 10 years;
 - (b) commencing rent of \$9,000 per annum plus GST;
 - (c) subject to 3% annual increase,and otherwise in accordance with the draft lease and registered standard terms provided by Amplitel Pty Ltd;
2. Delegate to the Chief Executive Officer, pursuant to section 257(1)(b) of the *Local Government Act 2009*, the power to negotiate and finalise the trustee lease on behalf of the Trustee (including by signing necessary documents on behalf of the Trustee).

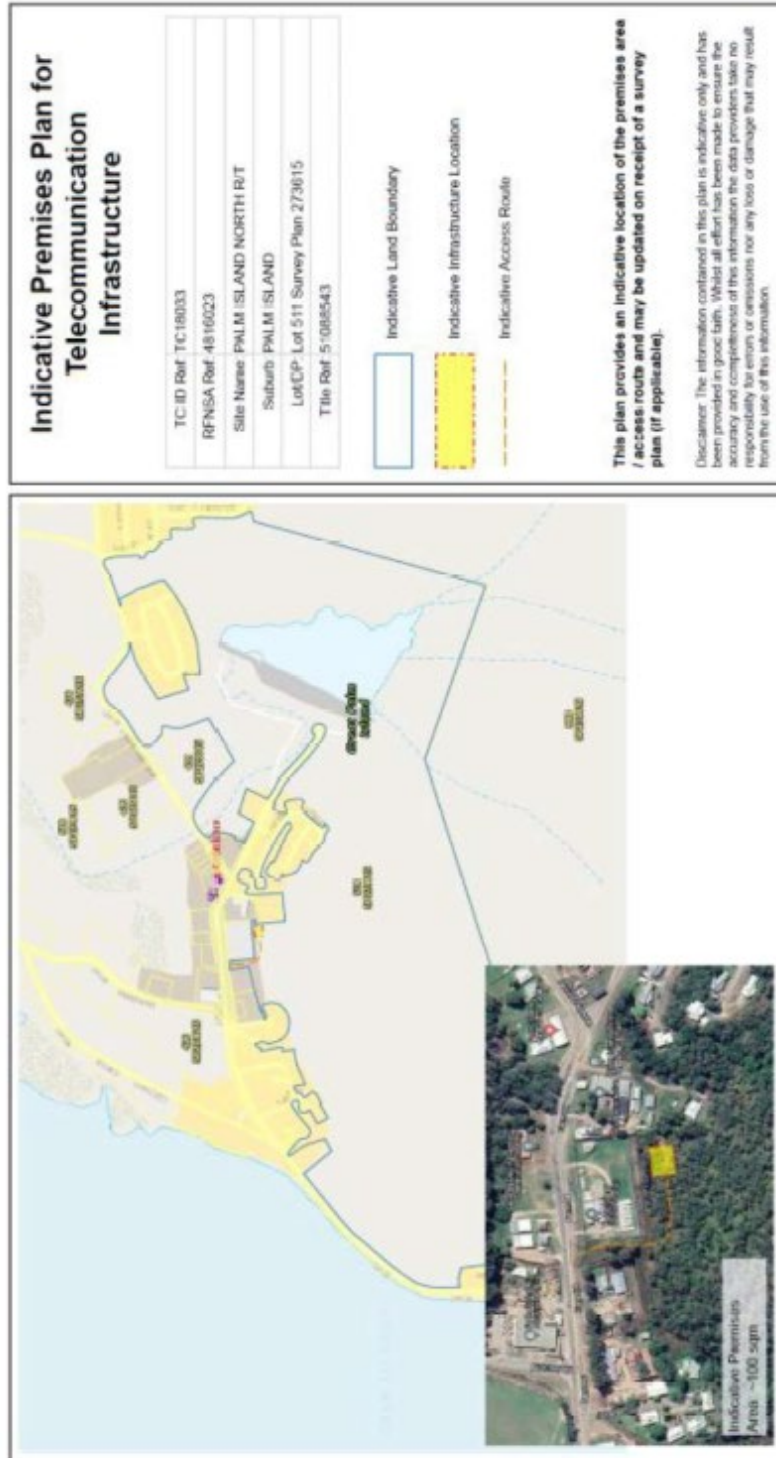
PURPOSE OF REPORT:

The purpose of this Report is to present the Trustee with a request from the Lessee, Amplitel Pty Ltd, for the grant of a telecommunications tower lease over part of Lot 511 on SP273615 (Farm Road) for a term of 10 years.

IDENTIFICATION OF PROPERTY:

Site Location: 65 Plan 3338 Farm Road, Palm Island, QLD 4816

Property Description: Part of Lot 511 in Survey Plan 273615, Title Reference: 51088543



BACKGROUND AND CONTEXT

In November 2023, the parties signed a Heads of Agreement outlining the terms of the lease. Amplitel has now provided the lease, 18 months later. Attached are the draft lease and Amplitel's registered standard terms.

Preston Law completed a review of the draft lease on 29 July 2025. Preston Law confirm that the draft lease is consistent with the heads of agreement and confirm that there are no provisions of significant concern or unusual terms that warrant special attention.

The agreement sets out clear and defined obligations on Amplitel, including requirements for make-good and land rehabilitation responsibilities.

Preston Law highlighted an important termination provision that may warrant further review by the Land Trust. Under clause 4.5 of the Trust Lease, Amplitel may terminate the agreement by providing at least six months' written notice, but only on limited grounds, namely:

- Where the permitted use of the Premises has been compromised;
- Where Amplitel determines that it no longer requires the use of the Premises;
- Where the service level provided to its customers falls below a coverage threshold acceptable to Amplitel; or
- Where physical or radio interference, in Amplitel's opinion, materially impacts the performance of the facility.

In contrast, Council's right to terminate the lease is far more restricted. Under section 65 of the *Land Act 1994* (Qld) and clause 5.1 of the agreement, termination is only available in the event of Amplitel breaching the agreement, and only after compliance with the dispute resolution processes set out in clauses 5.1 and 9 – a process which must be exhausted before termination rights may be executed.

This means that Amplitel can terminate the lease for multiple reasons, largely at its discretion, whereas Council can only terminate for a breach and only after exhausting detailed dispute resolution procedures. As a result, the Land Trust's ability to repurpose the site for other uses in the future will be limited.

CRITICAL DATES

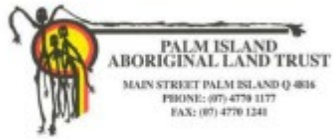
There are no critical dates.

OTHER OPTIONS CONSIDERED

Nil

LEGAL AND LEGISLATION CONSIDERATIONS

Council received advice from Preston Law on 29 July 2025.



COUNCIL LAND TRUST MEETING #
Agenda Item #
20 August 2025

POLICY CONSIDERATIONS

Nil

CORPORATE AND OPERATIONAL PLAN CONSIDERATIONS

Nil

FINANCIAL AND RESOURCE CONSIDERATIONS

Nil

CONSULTATION

The recommendation is consistent with Council's legal advice.

Martine Care

From: Martine Care
Sent: Tuesday, 29 July 2025 7:43 PM
To: Steve Martin
Cc: Eva Haines; Greg Constantine; Marnie Gabbert
Subject: Palm Island Aboriginal Shire Council Lease to Amplitel Pty Limited as trustee - Part of Lot 511 Telecommunications Tower [PL231976]
Attachments: Palm Island North QLD - Draft Trustee Lease (clean)(9915872.1).pdf This is attached to the sender's email of Subject RE Proposed Lease from Palm Island Aboriginal Council to Amplitel Pty Limited - Palm Island QLD [CLM-MEL_DOCS.FID2290256].pdf; Amplitel Pty Ltd - Registered Standard Terms Document 722127594 - Trustee Lease (QLD) (9906103.1).pdf; Palm Island Heads of Agreement - TC18033 - 2023 11 21.docx - Council signed.pdf; Palm Island Heads of Agreement - TC18033 - 2023 11 21.docx - Council signed.pdf

Hi Steve,

Background

In November 2023, a Heads of Agreement was signed by the parties setting out the terms of the lease. The lease has now been provided to us (18 months later) and we attach the draft lease and standard terms from Amplitel for your records.

Following our review of the draft lease, we confirm that there are no provisions of significant concern or unusual terms that warrant special attention. For your convenience, we have summarised all the pertinent clauses and key obligations within the table below to assist with your understanding of the lease's essential elements. We confirm that the draft lease is consistent with the heads of agreement.

We note that the agreement sets out clear and defined obligations on Amplitel, including requirements for make-good and land rehabilitation responsibilities. However, we wish to draw your attention to one minor point for your consideration – clause 4.5 of the agreement – which contains important termination provisions that may warrant further review.

Under clause 4.5 of the Trust Lease, Amplitel may terminate the agreement by giving at least six months' written notice, but only on limited grounds, namely:

- Where the permitted use of the Premises has been compromised,
- Where Amplitel determines that it no longer requires the use of the Premises,
- Where the service level provided to its customers falls below a coverage threshold acceptable to Amplitel, or
- Where physical or radio interference, in Amplitel's opinion, materially impacts the performance of the facility.

In contrast, Palm Island's right to terminate the lease is far more restricted. Under section 65 of the *Land Act 1994* (Qld) and clause 5.1 of the agreement, termination is only available in the event of Amplitel breaches the agreement, and only after compliance with the dispute resolution processes set out in clauses 5.1 and 9 – a process which must be exhausted before termination rights may be executed.

A breakdown of the terms are as follows:

Section to the Lease	Clause	Explanation
Parties to the lease	Recitals A and B	Trustee – Palm Island Aboriginal Council Deed of Grant in Trust the Grantee to hold the said Land in Trust for the benefit of Aboriginal Inhabitants and for no other purpose whatsoever (Palm Island) Trustee Lessee – Amplitel Pty Ltd ACN 648 133 073 (Amplitel)
Premises Description	Item 3 Item 4	65 Plan 3338 Farmbeach Road, Palm Island, QLD 4816 (Premises) Lot 511 in Survey Plan 273615, Title Reference: 51088543 (Trust Land) Facility refers to the telecommunications facility installed by or on behalf of Amplitel (i.e. equipment housing, tower, security fence, antennas, fixtures, cabling, structures).
Terms and Options	Items 5 and 6	10 years, commencing from the date of the lease.
Rent	Items 8, 9, 11 and clause 3.1	Annual rent is \$9,000.00 (GST exclusive), payable yearly in advance by electronic funds transfer, commencing on the commencement date (being the date of the lease). The rent will be reviewed and increased by 3.00% on each anniversary of the commencement date during the term of the lease.
Make Good Obligations	Clause 3.3	At Amplitel's own expense and within three months of the expiration or surrender of the lease, Amplitel must: <ul style="list-style-type: none"> Remove any part of the facility or its improvements (including gravel forming part of an access track) if that part may cause contamination or environmental harm, as defined under the <i>Environment Protection Act 1994</i> (Qld), Consult with Palm Island before removing any other part of the Facility or its improvements, including any structures above and below the surface of the Trust Land, In effecting removals, must make good any damage caused to the Trust Land or Premises by the removal or occupation/use of the land, Remove, as far as reasonably practicable, any gravel forming the surface of the access track if Palm Island reasonably requires its removal, and the access track is no longer required by Palm Island, the public or any other party. <p>If Palm Island cancels the lease, Palm Island must permit Amplitel to remove the improvements from the Trust Land and Premises within three months of giving written notice of cancellation. During this three-month period, no rent is payable.</p>
Outgoings	Clause 3.5	Amplitel is responsible for arranging, at its own cost, any separate metering or supply of services to the premises and must pay all charges directly to the relevant service providers for any services it consumes or uses at the Premises.
Permitted Use	Item 10, clause 2.1 and 3.6	Under item 10 of the lease, Amplitel is permitted to use, inspect, construct, instal, replace, operate, maintain, alter, repair, upgrade, access and remove from the facility. Clause 2.1 further elaborates on the above uses specifying that Amplitel may: <ul style="list-style-type: none"> Access the premises and facility at all times via the identified route/location,

		<ul style="list-style-type: none"> • Install, upgrade, maintain access track along the identified route, • Install electricity cables over, under, or within the trust land, • Lay communication cables (as well as other necessary cables) through or within the trust land, as well as repair, maintain, replace, renew, and alter the cables, • Install antennas as identified in the plan, • Use any existing trust land services necessary for the use and enjoyment of the Premises or Facility, • Use adjoining or adjacent trust land as reasonably required during the installation, erection, construction, repair, replacement, renewal, maintenance, or operation of the Facility. <p>It is <u>open</u> to Amplitel to carry out any structural work it deems necessary as part of the installation, repair, maintenance, alteration, or replacement of the Facility or improvements (any improvements, fixtures or fittings constructed on the Premises by on or on behalf of Amplitel from time to time.</p>
Maintenance and Repairs	Clause 3.2	<p>Amplitel is responsible for keeping the premises in good repair and condition (excluding fair wear and tear)</p> <p>It is <u>open</u> to Amplitel, on written notice to Palm Island, to repair any damage to the facility/premises where damage is caused by natural weather events. Where this occurs, the repair must be affected within 3 months from notification. Failing this, it is open to Palm Island to terminate the lease by giving 12 months' written notice and vice versa.</p>
Transfer of Lease	Clause 3.4	<p>With the exception of transfer or subletting to a related body corporate of Amplitel, a body corporate of which Amplitel is an associated entity, a Commonwealth department or a carrier, it is not open to the Amplitel to transfer or sublet the Premises without having first obtained necessary approvals from Palm Island.</p> <p>Where an unapproved transfer occurs, both parties are released from the terms of the agreement.</p>
Trustee Covenants	Clause 4.3	<p>Quiet enjoyment.</p> <ul style="list-style-type: none"> • Provided that Amplitel pays the rent and performs its obligations under the lease, Amplitel is entitled, for the duration of the term of the lease, to quietly enjoy the Premises without interference, interruption, or disturbance by Palm Island or any person lawfully claiming through Palm Island. • Palm Island must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of its operations without the prior written consent of Amplitel. • Palm Island must give prior written notice to Amplitel, in accordance with the notice provisions of the lease, of any proposed access to the Premises or approach to the Facility. • Palm Island must comply with Amplitel's safety and security procedures when entering the Premises or approaching the Facility.

		<ul style="list-style-type: none"> Amplitel may erect signage and install security fencing around the Premises and the Facility as reasonably required to comply with applicable Australian safety standards. Palm Island must comply with any signage. <p>Subsequent occupiers. If Palm Island proposes to grant rights of occupancy over the Trust Land to any carrier or other occupier whose activities may adversely affect, impair, or interfere with Amplitel's permitted use or its occupation and use of the Trust Land and Premises, Palm Island must first:</p> <ul style="list-style-type: none"> Notify Amplitel of the proposal as soon as reasonably practicable, and Obtain the prior written consent of Amplitel to the proposed occupancy. <p>Amplitel must not unreasonably withhold or delay its consent, provided it determines that the proposed occupancy will not adversely affect its permitted use or occupation of the Trust Land and Premises.</p> <p>Repudiation. Palm Island's obligations under clause 4.3 are essential terms of the agreement. If Palm Island breaches an essential term, Amplitel may treat the breach as a repudiation of the agreement and terminate the lease. If the lease is terminated, Amplitel must reinstate and make good the Trust Land and Premises.</p>
Termination Clause	Clause 4.5	<p>Amplitel may terminate the lease by providing Palm Island with at least 28 days' written notice at any time prior to the completion of the installation of the facility, if it is unable to comply with or satisfy relevant legal requirements. Upon receipt of such notice, Palm Island is deemed, for the purposes of the Act, to have consented to the surrender of the lease.</p> <p>Where operation of any law or regulation materially affects Amplitel's use or occupation of the premises such that the permitted use is compromised or the premises are no longer required by Amplitel, Amplitel may terminate the lease by providing six months' written notice stating the grounds for the termination.</p>
Default and Remedies – Notice to Remedy	Clause 5.1	<p>Palm Island must provide Amplitel with 30 days to remedy any non-payment of rent, and 90 days to remedy any other breach, commencing from the date on which written notice identifying the breach is delivered to Amplitel.</p> <p>If Amplitel fails to comply with the notice to remedy within the applicable period, it is open to Palm Island to terminate the lease by further written notice. However, termination of the lease may only occur once the requirements under clause 9 are satisfied, including:</p> <ul style="list-style-type: none"> Genuine attempts to resolve the matter by negotiation, and Referral to an expert for determination (please see below explanation under the heading 'Dispute Resolution'). <p>If Palm Island validly terminates the agreement, Amplitel must reinstate and make good the Trust Land and Premises in accordance with clause 3.3 (please see above explanation under the heading <i>Make Good Obligations</i>).</p>
Insurance and Liability	Clause 6.1	<p>Palm Island is responsible for ensuring the premises is covered by 'all risks property insurance.'</p>

Dispute Resolution	Clause 9	<p>With the exception of any disputes arising under the Telecommunication Act or Radiocommunications Act (which must be dealt with in accordance with the relevant Act or through legal proceedings), where a dispute arises, it is open to either party to issue a dispute notice (in the approved form).</p> <p>Where this occurs, the parties must first attempt to resolve the matter by negotiation. If, however, the matter is not resolved within 20 business days after the date the dispute notice was first received, it is open to either party to appoint an expert to determine the matter.</p> <p>The parties are bound by any determination made by the expert; however, it remains open to either party to seek urgent injunctive relief.</p>
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We trust the above satisfies your requirements. Please do not hesitate to contact our office should you have any questions.

Next Step

If there are no significant concerns, we recommend that you instruct our office to inform Amplitel that the documents are in order to execute. We can then arrange for the lease to be signed and registered.

Can you please consider the above and let us know if you have any queries.

Kind regards,

Martine Care

Partner | Preston Law

P: +61 7 4052 0730 F: +61 7 4052 0777

E: mcare@prestonlaw.com.au

Cairns | Townsville | Brisbane



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Liability Limited by a scheme approved under Professional Standards Legislation.
Preston Law is a Local Buy pre-approved supplier and platinum partners of LGMA Queensland.





Dealing Number

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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.

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
PALM ISLAND ABORIGINAL COUNCIL DEED OF GRANT IN TRUST THE GRANTEE TO HOLD THE SAID LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL INHABITANTS AND FOR NO OTHER PURPOSE WHATSOEVER		
2. Lot on Plan Description	Title Reference	
LOT 511 on Survey Plan 273615	51088543	
3. Lessee	Given names	Surname/Company name and number (include tenancy if more than one)
		AMPLITEL PTY LIMITED ACN 648 133 073
4. Interest being leased	DEED OF GRANT IN TRUST THE GRANTEE TO HOLD THE SAID LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL INHABITANTS AND FOR NO OTHER PURPOSE WHATSOEVER Dealing Number (if applicable): 717697677	
5. Description of premises being leased	That part of the Land identified as Lease on Lot 511 on SP 273615 on Survey Plan which forms Annexure A	
6. Term of lease	7. Lease Details	
Commencement date/event: / /25	Rental/Consideration: \$9,000.00 (exclusive of GST) per annum if demanded	
Expiry date: / /35	Lease Type: Commercial	
*Options: Nil	Area/Volume: Insert Area/Volume Square Metres	
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)		
8. Terms and Conditions (delete statements with a * if not applicable)		
(a) Document Reference - 722127594;		
(b) Additional terms and conditions: the attached schedule		
9. Previous Leases (delete statements with a * if not applicable)		
The Lessor confirms that:		
the premises described in Item 5 are not, either wholly or partly, the subject of any other lease currently lodged or registered.		
10. Grant/Execution		
The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.		
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994		
	signature	See Enlarged Panel
	full name	
	qualification	/ /
Witnessing Officer	Execution Date	Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		
11. Acceptance		
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.		

.....signature		See Enlarged Panel
.....full name		
.....qualification	/ /
Witnessing Officer	Execution Date	Lessee's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		

Title Reference 49017112

10. Grant/Execution

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

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

.....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

Lessor's Signature

11. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Trustee Lessee's Signature

..... signature

..... full name

..... qualification

/ /

Witnessing Officer

Execution Date

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

The following parties may witness execution:

- a notary public;
- a Justice of the Peace;
- a commissioner for declarations;
- a barrister;
- a solicitor; or
- a legal practitioner.

as attorney for **AMPLITEL PTY LTD ACN 648 133 073** under power of attorney registered no. **721023515**

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

1. Variations to Standard Terms:

1.1 The Standard Terms referred to at Item 8 of the Form 7 attached is varied as follows:

1.1.1 The Reference Schedule at Annexure A to this document is inserted as a new Reference Schedule between the Contents page and the Recitals of the Standard Terms;

1.1.2 Clause 1.1 is amended as follows:

1.1.2.1 The following definition is inserted:

“Break Dates” means the date or dates set out at Item 12.”

1.1.2.2 The following definition is inserted:

“Subsequent Lease means any lease between the Trustee and the Trustee Lessee of the Premises for a period of time commencing after the Expiry Date.”

1.1.3 Clause 3.4(b) is deleted and replaced with:

“(b) Notwithstanding clause 3.4(a), the Trustee acknowledges that the Trustee Lessee may transfer or sublet the Premises to a:

(i) related body corporate of the Trustee Lessee (as defined in the *Corporations Act 2001* (Cth));

(ii) body corporate of which the Trustee Lessee is either an associated entity or a related body corporate of an associated entity (as both are defined in the *Corporations Act 2001* (Cth)); or

(iii) Commonwealth department or body; or

(iv) a Carrier,

and the Trustee is, for the purposes of the Act, deemed to have consented to the transfer of this Trustee Lease or sublease of the Premises, as the case may be, by the Trustee Lessee under this clause 3.4(b) and the Trustee will provide any required Form 18 General Consent properly executed to enable the registration of the transfer or sublease with the Queensland Land Registry. The Trustee Lessee agrees to notify the Trustee of any transfer or sublease within 3 months of the grant of the transfer or sublease. The Trustee Lessee agrees it is bound to comply with this Trustee Lease despite the grant of any sublease of the Premises.”

1.1.4 Clause 5.2 is deleted and replaced with:

“5.2 Costs of Trustee Lease

The Trustee Lessee will contribute up to \$2,500.00 (plus any GST) towards the Trustee’s reasonable legal fees for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Trustee Lessee will pay the applicable stamp duty or registration fees.”

1.1.5 A new clause 11 is inserted as follows:

“11 Break Rights

The Trustee Lessee may terminate this Trustee Lease on any of the Break Dates by giving the Trustee no less than 3 months’ notice in advance.”

1.1.6 A new clause 12 is inserted as follows:

“12 Subsequent Leases

(a) The Trustee Lessee may surrender a Subsequent Lease for any reason by giving the Trustee notice at least 1 month before the Expiry Date. The

Subsequent Lease terminates on the date specified in the Trustee Lessee's notice or, failing any specified date, on the Expiry Date.

- (b) If this Trustee Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Trustee Lease.
- (c) Where this Trustee Lease or any Subsequent Lease is surrendered under this clause 12, the parties agree to promptly execute a surrender of this Trustee Lease and a surrender of any Subsequent Lease in registrable form. The Trustee Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Trustee Lease and any Subsequent Lease. If this Trustee Lease or any Subsequent Lease has been registered, the Trustee must immediately produce the certificate of title for the Land to enable the surrender of this Trustee Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Trustee Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Trustee Lease or any Subsequent Lease."

1.1.7 After new clause 10 of the Standard Terms, the plan annexed to this document at Annexure B is inserted as a new Annexure B to the Standard Terms; and

1.1.8 After Annexure B of the of the Standard Terms, the Form 18 General Consent at Annexure C to this document is inserted as a new Annexure C to the Standard Terms.

Annexure A

REFERENCE SCHEDULE

Item 1	Trustee:	Name: Palm Island Aboriginal Council Deed of Grant in Trust the Grantee to hold the said Land in Trust for the benefit of Aboriginal Inhabitants and for no other purpose whatsoever ACN: N/A ABN: 68 799 811 816 Address: 1 Main Street, Palm Island, QLD, 4816 Tel: (07) 4770 0200 Email: Greg.Constantine@palmcouncil.qld.gov.au
Item 2	Trustee Lessee:	Name: Amplitel Pty Ltd as trustee for the Towers Business Operating Trust ACN: 648 133 073 ABN: 75 357 171 746 Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000 Email: leaseadmin@amplitel.com
Item 3	Premises:	That part of the Land shown on the plan annexed to this Lease in Annexure "B" and situated at 65 Plan 3338 Farmbeach Road, Palm Island, QLD, 4816. For Lessee reference purposes only: TCID: TC18033
Item 4	Trust Land:	Lot 511 in Survey Plan 273615 Title Reference: 51088543
Item 5	Term:	10 years, commencing on the Commencement Date
Item 6	Commencement Date:	The date of this Lease
Item 7	Expiry Date:	10 years after the Commencement Date
Item 8	Rent:	\$9,000.00 per annum (exclusive of GST), subject to review under clause 3.1(b).
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer from the Commencement Date.

SCHEDULE

Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease.
Item 11	Review of Rent	The Rent is to be increased on each Review Date by 3.00% during the Term
Item 12	Break Dates	The date that is 5 years before the Terminating Date.

Annexure B
Lease Plan

Annexure C

General Consent

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1
Duty Imprint



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NO FEE

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BE 608

1. Nature of request

REQUEST TO REGISTER STANDARD TERMS FOR
A TRUSTEE LEASE FOR A TELECOMMUNICATION
FACILITY

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

Lodger

InfoTrack for:

Code

36A

Ref: 085_145_663

2. Lot on Plan Description

NOT APPLICABLE

Title Reference

3. Registered Proprietor/State Lessee

NOT APPLICABLE

4. Interest

NOT APPLICABLE

5. Applicant

AMPLITEL PTY LTD ACN 648 133 073

6. Request

I hereby request that: PURSUANT TO SECTION 318 OF THE LAND ACT 1994 THE ATTACHED STANDARD TERMS
DOCUMENT FOR A TRUSTEE LEASE FOR A TELECOMMUNICATION FACILITY BE
REGISTERED.

7. Execution by applicant

23/11/2022

Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Nicola Yu-Hen Werchon
SOLICITOR

Title Reference [*Title Reference*]



**Queensland Lease of Land
Standard Terms - Trustee Lease**

Title Reference [Title Reference]

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SCHEDULE

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Title Reference [Title Reference]

RECITALS

- A. The Trustee is the trustee of the Trust Land described in Item 4.
- B. The Trustee has agreed to grant and the Trustee Lessee has agreed to accept a lease of the Premises for the Term for the Permitted Use at the Rent and on the terms and conditions of this Trustee Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Trustee Lease the following definitions apply:

Act means the *Land Act 1994 (Qld)*.

Approval means any approval, consent or permission required by law, including under the Act.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Queensland.

Carrier including the expression "other Carriers" has the same meaning as is contained in the Telecommunications Act.

Code means the Communications Alliance Ltd Industry Code – Mobile Phone Base Station Deployment (as amended from time to time) and any replacement code or standard of that industry code from time to time.

Commencement Date means the date specified in Item 6.

Expiry Date means the date specified in Item 7.

Facility means the telecommunications facility installed by or for and on behalf of the Trustee Lessee, being the equipment housing, tower (if any), security fence, antennas and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to on the Trust Land or Premises in accordance with the terms of this Trustee Lease.

Form 7 means the Form 7 which forms part of this Trustee Lease.

Improvements means all improvements, fixtures and fittings as constructed on the Premises by or on behalf of the Trustee Lessee from time to time.

Item means an item in the Reference Schedule to this Trustee Lease.

Legal Requirement means any Trustee Lessee's obligation to comply with legislation, by-laws, policies, community obligations and technical requirements.

Minister means the Minister administering the Act.

Parties means, other than in section 4 of the Prescribed Terms (Indemnity), the Trustee and Trustee Lessee.

Permitted Use means the use specified in Item 10.

Premises means the premises described in Item 3.

Prescribed Terms means the prescribed terms set out in Schedule 3 of the *Land Regulation 2020 (Qld)*.

Reference Schedule means the reference schedule in this Trustee Lease.

Title Reference [Title Reference]

Rent means the amount specified in Item 8, as varied on any Review Date under this Trustee Lease, and includes all statutory outgoings.

Review Date means each anniversary of the Commencement Date during the Term.

Services means electricity, water, gas and any telecommunications services.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the term stated in Item 5.

Trustee has the meaning given to it in section 2 of the Prescribed Terms and also means the Party described in Item 1.

Trustee Lessee has the meaning given to it in section 2 of the Prescribed Terms and also means the Party described in Item 2.

Trustee Lease means the Prescribed Terms and any other document (including the Form 7, any schedule, plans and attachment) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term.

Trust Land means the land described in Item 4.

1.2 Rules for interpreting this Trustee Lease

- (a) Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this Trustee Lease except where the context makes it clear that a rule is not intended to apply.
- (b) Where a law, person or body or other thing referred to in this Trustee Lease is amended, renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.
- (c) Any right given to the Trustee or Trustee Lessee (as the case may be) may, where the context so permits, be exercised by that Party's officers, employees, agents, contractors, consultants, invitees or others authorised (expressly or implicitly) by that Party.
- (d) Any obligation on the Trustee or the Trustee Lessee (as the case may be) will, where the context so permits, extend to the actions of that Party or its authorised officers, employees, agents, contractors, consultants, licensees, invitees or others claiming under or through that Party.
- (e) Sections 105 to 107 (inclusive) of the *Property Law Act 1974* (Qld) do not apply to this Trustee Lease.
- (f) A reference to:
 - (i) legislation includes any subordinate legislation issued under it;
 - (ii) 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;
 - (iii) anything (including a right, obligation or concept) includes each part of it; and
 - (iv) a clause means a clause in this document, unless stated otherwise.
- (g) Where a Party consists of two or more persons or a term is used in this Trustee Lease to refer to more than one Party:
 - (i) an obligation of those persons is joint and several;

Title Reference [Title Reference]

- (ii) a right of those persons is held by each of them severally; and
- (iii) any other reference to that Party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that Party or that term in clause 5.1 is a reference to each of those persons separately.

other than to the extent if the State of Queensland is one the persons constituting a Party, the obligations that bind or benefit that Party bind or benefit the State of Queensland separately and not jointly and severally with any other person constituting that Party

- (h) Where a Party is a corporation, it includes the corporation, its successors and assigns.
- (i) A singular word includes the plural, and vice versa.
- (j) A word which suggests one gender includes the other genders.
- (k) If a word is defined, another part of speech has a corresponding meaning.
- (l) 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.
- (m) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing unless contrary to law.
- (n) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Trustee Lease or any part of it.
- (o) As far as possible all provisions of this Trustee Lease will be construed so as not to be void or otherwise unenforceable.
- (p) If anything in this Trustee Lease is void, voidable, invalid or otherwise unenforceable under the Act or other legislation, then it will be severed from this Trustee Lease so that this Trustee Lease is read as though such provision did not form part of this Trustee Lease at that time, however the rest of this Trustee Lease remains of full force and effect.

2. DEMISE

2.1 Trustee Lessee Rights

The Trustee leases the Premises to the Trustee Lessee for the Term for the Permitted Use, together with the right to:

- (a) in addition to the access rights conferred by section 6(3) of the Prescribed Terms, have access at all times to and from the Premises and the Facility on the route or location specified on the plan annexed to this Trustee Lease and marked "B" (if any) or any other route or location as agreed between the Parties from time to time, with or without all necessary vehicles, equipment and workmen;
- (b) subject to section 6(3) of the Prescribed Terms, install, upgrade or maintain an access track along or partially along the location or route of access referred to in clause 2.1(a);
- (c) in addition to the rights relating to services conferred by section 6(3) of the Prescribed Terms, lay electricity cables over, under or within the Trust Land specified on the plan annexed to this Trustee Lease and marked "B" (if any) or any other route or location as agreed between the Parties from time to time, to

Title Reference [Title Reference]

connect the Facility to the public electricity supply and to transmit electricity through those cables in accordance with any relevant law;

- (d) in addition to the rights relating to services conferred by section 6(3) of the Prescribed Terms, lay communication cables and any other cables through or within the Trust Land specified on the plan annexed to this Trustee Lease and marked "B" (if any) or any other route or location as agreed between the Parties from time to time, in connection with the Permitted Use and to use those cables;
- (e) in relation to the cables referred to in clauses 2.1(c) and 2.1(d):
 - (i) repair and maintain such cables; and
 - (ii) subject to the Prescribed Terms, replace, renew and alter such cables.
- (f) subject to section 6 of the Prescribed Terms, install any antenna specified on the plan annexed to this Trustee Lease and marked "B", replace any antenna and alter the location of any antenna on the Premises from time to time, in the Trustee Lessee's absolute discretion;
- (g) use the services on the Trust Land (if any) as may be necessary for the Trustee Lessee's use and enjoyment of the Premises and the Facility; and
- (h) use so much of the Trust Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any Improvement or installation of the Trustee Lessee,as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility and the Improvements. The Trustee Lessee must restore the adjoining and adjacent Trust Land as far as practicably possible to its condition prior to such use by the Trustee Lessee.

2.2 Security

In accessing the Premises and the Facility pursuant to clause 2.1(a), the Trustee Lessee must comply with any reasonable security arrangements of the Trustee of which the Trustee Lessee has received written notice. In an emergency, the Trustee must arrange for its security staff or contractor to give the Trustee Lessee access to the Premises and the Facility within 2 hours of notification by the Trustee Lessee to the Trustee.

3. TRUSTEE LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Trustee Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Maintenance of Premises

- (a) The Trustee Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date), excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Trustee Lessee may elect, but is not obligated to, repair any damage to the Facility or the Premises caused by fire, flood, lightning, storm, war or act of God (**Damage**) and will notify the Trustee in writing as to whether or not it has elected to repair the Damage (**Damage Notice**). If the Trustee Lessee in the Damage Notice confirms that it will repair the Damage, it must do so within three (3) months from the date of the Damage Notice, or such longer time as agreed between the Parties (**Required Time**). If the

Title Reference [Title Reference]

Trustee Lessee does not repair such Damage within the Required Time, either the Trustee may terminate this Trustee Lease on 12 months' written notice to the Trustee Lessee or the Trustee Lessee may terminate this Trustee Lease on 12 months' written notice to the Trustee.

- (c) If this Trustee Lease is terminated under clause 3.2(b), the Trustee Lessee must reinstate and make good the Trust Land and Premises in accordance with clause 3.3, however, nothing in this clause 3.2(c) shall be taken to require the Trustee Lessee to repair any damage to the Facility or the Premises caused by fire, flood, lightning, storm, war or act of God.

3.3 Reinstatement and Make Good

- (a) The Trustee Lessee must:
- (i) at the Trustee Lessee's own cost and expense; and
 - (ii) within 3 months after the earlier of the Expiry Date or the surrender of this Trustee Lease, remove:
 - (iii) that part of the Facility and its other Improvements or any gravel forming the surface of any access track constructed by or for and on behalf of the Trustee Lessee that may cause contamination or environmental harm as defined under the *Environment Protection Act 1994* (Qld); and
 - (iv) after consulting with the Trustee regarding the removal of any other part of the Facility and the Improvements (other than those referred to in clause 3.3(a)(iii)):
 - (A) that part of the Facility and the Improvements located above the surface of the Trust Land and Premises; and
 - (B) any part of the Facility and the Improvements below the surface of the Trust Land and Premises in accordance with clause 3.3(f) if that clause applies.
- (b) In removing the Facility (or parts of it) and its Improvements under this clause 3.3, the Trustee Lessee must:
- (i) make good any damage to the Trust Land or Premises caused by such removal, or, subject to clause 3.2, the occupation and use of the Trust Land and Premises by the Trustee Lessee; and
 - (ii) remove, to the extent practicably possible, any gravel forming the surface of any access track, if this is reasonably required by the Trustee and the access track is not required by the Trustee, the public or any party referred to in clause 4.8.
- (c) The Trustee agrees that by complying with this clause 3.3, the Trustee Lessee will have satisfactorily discharged the requirements of sections 10(1)(b) and 10(1)(c) of the Prescribed Terms.
- (d) If this Trustee Lease is cancelled by the Trustee pursuant to section 65(1) of the Act, then for the purposes of section 66(1) of the Act:
- (i) the Trustee agrees to permit the Trustee Lessee to remove the Improvements from the Trust Land and Premises;
 - (ii) the time within which the Trustee requires the Trustee Lessee to remove the Improvements from the Trust Land and Premises is three (3) months after the Trustee gives notice of the cancellation to the Trustee Lessee; and
 - (iii) the Trustee Lessee's obligations under clauses 3.3(a), 3.3(b) and 3.3(f) apply in the circumstances.

Title Reference [Title Reference]

- (e) The Parties agree that the period of 3 months referred to in clause 3.3(a) is regarded as a reasonable period, is not regarded as a holding over period under this Trustee Lease and no Rent is payable by the Trustee Lessee during this period.
- (f) Subject to clause 3.3(a) if there are any parts of the Facility and the Improvements located below the surface of the Trust Land then:
 - (i) if the Trust Land is for a community purpose/s as defined in Schedule 1 of the Act; and
 - (ii) the Parties in consultation with each other agree that the Trustee Lessee will remove those parts of the Facility and the Improvements,

then the Trustee Lessee will remove those parts of the Facility and the Improvements to the extent that they are located to a depth of one (1) metre below the natural surface of the Trust Land.

3.4 Transfer

- (a) The Trustee Lessee must not transfer or sublet the Premises without first obtaining any necessary Approval required under the Act.
- (b) Notwithstanding clause 3.4(a), the Trustee acknowledges that the Trustee Lessee may transfer or sublet the Premises to a:
 - (i) related body corporate of the Trustee Lessee (as defined in the *Corporations Act 2001* (Cth));
 - (ii) body corporate of which the Trustee Lessee is either an associated entity or a related body corporate of an associated entity (as both are defined in the *Corporations Act 2001* (Cth)); or
 - (iii) Commonwealth department or body; or
 - (iv) a Carrier,

and the Trustee is, for the purposes of the Act, deemed to have consented to the transfer of this Trustee Lease or sublease of the Premises, as the case may be, by the Trustee Lessee under this clause 3.4(b) and the Trustee will provide any required Form 18 General Consent properly executed to enable the registration of the transfer or sublease with the Queensland Land Registry.

- (c) In the event of a transfer by the Trustee Lessee of this Trustee Lease, the Trustee Lessee and Trustee are released from all obligations and liabilities under this Trustee Lease arising on and from the date of such transfer, but without prejudice to any prior claim or remedy which either Party may have against the other Party arising before the date of transfer.
- (d) Notwithstanding anything else in this clause 3.4, if the Trustee Lessee agrees to give a Carrier (including under Schedule 1 of the *Telecommunications Act*) access to all or part of the Facility and the Premises for the purposes of establishing a low impact facility (as defined under the *Telecommunications (Low-impact Facilities) Determination 2018* (Cth) (as amended)), then the Trustee is, for the purposes of the Act, deemed to have consented to the Carrier having access to all or any part of the Facility and the Premises for these purposes.

3.5 Services

The Trustee Lessee may install separate metering for the Services to the Premises at its cost and must pay to the suppliers all charges for the Services that are consumed or used by the Trustee Lessee.

Title Reference [Title Reference]

3.6 Use of Premises

Subject to section 6 of the Prescribed Terms, the Trustee Lessee may carry out any structural work it considers is necessary as part of the installation, repair, maintenance, alteration or replacement of the Facility or the Improvements.

4. TRUSTEE'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Trustee Lessee pays the Rent and performs its obligations under this Trustee Lease, it is entitled during the Term to quietly enjoy the Premises without any interruption by the Trustee or any person lawfully claiming through the Trustee or in any other manner.
- (b) The Trustee covenants not to manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation without the Trustee Lessee's prior written permission.
- (c) The Trustee agrees it must notify the Trustee Lessee, both in accordance with the contact details in item 2 and any contact details provided on the signage referred to in clause 4.1(d), of any proposed access by the Trustee which requires entry to the Premises or approach to the Facility so that the Trustee Lessee can ensure that the Trustee is aware of the Trustee Lessee's safety and security procedures. The Trustee must comply with the Trustee Lessee's safety and security procedures.
- (d) The Trustee Lessee has the right to erect signage and a security fence around the Premises and the Facility for the purposes of complying with Australian safety standards. The Trustee must comply with the Trustee Lessee's signage when entering the Premises or approaching the Facility.

4.2 Non-derogation from Grant

The Trustee must not derogate from its grant of the Premises to the Trustee Lessee and this obligation of the Trustee is not excluded or in any way limited by any other provision of this Trustee Lease.

4.3 Subsequent Occupiers

- (a) Where the Trustee proposes to grant rights of occupancy on the Trust Land to any Carrier or other occupier likely to adversely affect, impair or interfere with **(Affect)** the Trustee Lessee carrying out the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee, the Trustee must first:
 - (i) give notice to the Trustee Lessee immediately of such a proposal; and
 - (ii) obtain the Trustee Lessee's prior consent to such a proposal (which consent must not be unreasonably withheld or delayed where the Trustee Lessee determines that the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee will not be **Affected**).
- (b) If the Trustee Lessee establishes during the Term that changes to the facilities of a Carrier or other occupier after the initial installation of the facility by the Carrier or occupier **Affect** the Trustee Lessee carrying out the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee (**Changes**), the Trustee must endeavour to, immediately upon receipt of written notice from the Trustee Lessee, either:
 - (i) arrange for the relocation of the facility of the Carrier or occupier so that it no longer **Affects** the Trustee Lessee carrying out the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee;

Title Reference [Title Reference]

- (ii) arrange for the Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Trustee Lessee carrying out the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee; or
- (iii) terminate the arrangement with the Carrier or occupier.
- (c) The Trustee's obligations under this clause are essential terms of this Trustee Lease. The Trustee Lessee may treat the Trustee's breach of an essential term as a repudiation of this Trustee Lease and may terminate this Trustee Lease for breach of this essential term and for repudiation.
- (d) The Trustee Lessee will not require the Trustee to take any of the actions required by clause 4.3 unless the Changes Affect the Trustee Lessee carrying out the Permitted Use or the occupation and use of the Trust Land and Premises by the Trustee Lessee.
- (e) If the Trustee Lessee terminates this Trustee Lease under clause 4.3(c), the Trustee Lessee must reinstate and make good the Trust Land and Premises in accordance with clause 3.3.

4.4 Permits, Approvals and Compliance with Laws

- (a) The Trustee:
 - (i) irrevocably authorises the Trustee Lessee, at the Trustee Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility and the Improvements and to exercise and procure every right of appeal arising from the determination of any such application or the failure to determine such application; and
 - (ii) must sign all documentation and provide all assistance required by the Trustee Lessee, or any person nominated by the Trustee Lessee to obtain the permits, consents and approvals referred to in clause 4.4(a)(i).
- (b) For the avoidance of doubt, nothing in this clause 4.4 requires the Trustee to grant any permit, consent or approval if the Trustee is acting in its capacity as the relevant authority referred to in clause 4.4(a)(i).
- (c) In complying with section 13 of the Prescribed Terms, the Parties acknowledge and agree that the Trustee Lessee:
 - (i) must comply with all relevant laws; and
 - (ii) is not bound to comply with laws that do not apply to the Trustee Lessee of their own force.

4.5 Surrender

- (a) The Trustee Lessee may terminate this Trustee Lease on giving the Trustee at least 28 days' written notice at any time where it is unable to comply with or satisfy any Legal Requirements provided that this right to terminate is only available to the Trustee Lessee prior to completion of the installation of the Facility. Upon receipt of such notice, the Trustee is, for the purposes of the Act, deemed to have consented to the surrender of this Trustee Lease.
- (b) Despite any other provision of this Trustee Lease, if factors affect the Trustee Lessee's use or occupation of the Premises to the extent that:
 - (i) the Permitted Use is compromised or the Premises are no longer required by the Trustee Lessee including, without limitation, where the Trustee Lessee determines in its absolute discretion through the Code compliance regime or other applicable legislation, that the Trustee Lessee no longer requires the Premises;

Title Reference [Title Reference]

- (ii) the level of service provided by the Trustee Lessee to its customers falls below the coverage level acceptable to the Trustee Lessee; or
- (iii) there is an emergence of radio interference or physical interference which, in the Trustee Lessee's opinion, materially interferes with the performance of the Facility,

the Trustee Lessee may give the Trustee at least 6 months' written notice citing at least one of the factors referred to in clause 4.6(b)(i) to (iii), and, at the end of the period specified in the notice from the Trustee Lessee, the Trustee is deemed to have unconditionally agreed with the Trustee Lessee to surrender this Trustee Lease, effective at the end of the period specified in such notice.

- (c) If this Trustee Lease is surrendered pursuant to clauses 4.6(a) or 4.6(b), the Trustee must, within 14 days of the expiry of the period of the notice referred to in either clause:
 - (i) provide the Trustee Lessee with any documents or information required to effect the registration of a surrender of lease with the Queensland Land Registry, including, if required by the Trustee Lessee, a properly executed and registrable Form 8 Surrender of Lease form (Surrender of Lease); and
 - (ii) in addition to meeting its obligations under clause 4.6(c)(i), the Trustee will execute and return to the Trustee Lessee any document the Trustee Lessee requires in connection with the surrender of this Trustee Lease.
- (d) If the Trustee Lessee exercises its right to terminate this Trustee Lease under clauses 4.6(a) or 4.5(b), the Trustee Lessee must reinstate and make good the Trust Land and Premises in accordance with clause 3.3. Any such surrender is without prejudice to any prior claim or remedy which either Party may have against the other Party.

4.6 Access Track and/or Power Connection

Where the Trustee Lessee installs, upgrades and/or maintains at its cost any access track or power connection then the Trustee agrees to ensure that any other person or entity (except the Trustee) who wishes to use the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Trustee Lessee. The Trustee must ensure that any subsequent grant of a trustee lease or trustee permit to a third party includes an obligation on that trustee lessee or trustee permittee to bear such apportioned costs.

4.7 Trustee Lessee's Property

As far as permitted by law, the Facility and the Improvements remain at all times the property of the Trustee Lessee.

4.8 Contamination

The Trustee:

- (a) warrants and represents to the Trustee Lessee that, at the Commencement Date, the Trust Land and the Premises do not contain any substances hazardous to human health, the environment or safety; and
- (b) agrees that, During the Term, the Trust Land and the Premises will not contain any substances hazardous to human health, the environment or safety (except to the extent caused by the Trustee Lessee).

Title Reference [Title Reference]

4.9 Refund of Rent on Termination

If this Trustee Lease is surrendered or terminated by the Trustee Lessee prior to the Expiry Date pursuant to clauses 3.2(b), 4.5 or 5.1(f), the Trustee must, within 30 days of the date of surrender or termination, as the case may be, refund to the Trustee Lessee any Rent paid in advance for that portion of the Term after the date of surrender or termination.

5. MUTUAL COVENANTS

5.1 Default and Re-entry

- (a) For the purposes of sections 9.2(b) and 9.2(c) of the Prescribed Terms and section 65(1) of the Act, the Trustee agrees to allow the Trustee Lessee:
- (i) 30 days in the case of a breach that is the non-payment of Rent; and
 - (ii) 90 days in the case of all other breaches,
- from delivery of a written notice under section 9(2)(b) of the Prescribed Terms to remedy the relevant breach (including, where relevant, paying the unpaid Rent or paying reasonable compensation to the Trustee for the loss or damage suffered by the Trustee as a consequence of the breach, where the breach cannot otherwise be remedied).
- (b) The Trustee agrees not to cancel this Trustee Lease otherwise than in accordance with section 9 of the Prescribed Terms and clause 5.1(a).
- (c) If this Trustee Lease is cancelled then in accordance with section 9 of the Prescribed Terms and clause 5.1(a), such cancellation is without prejudice to any prior claim or remedy which either Party may have against the other.
- (d) Should this Trustee Lease be cancelled pursuant to clauses 5.1(a) or 5.1(f):
- (i) the Trustee Lessee agrees to execute a Surrender of Lease in a form acceptable to the Trustee for registration with the Queensland Land Registry, should the Trustee require this; and
 - (ii) the Trustee will arrange for the Surrender of Lease to be lodged with the Queensland Land Registry.
- (e) The Trustee agrees that if the Trustee Lessee complies with its obligations under clause 5.1(d), the Trustee will not rely upon its rights under section 9(1) of the Prescribed Terms.
- (f) If any of the Trustee's covenants and conditions contained or implied in this Trustee Lease are not punctually performed or observed, and such default continues for a period of 30 days after written notice specifying such default is served on the Trustee, then the Trustee Lessee may terminate this Trustee Lease by written notice to the Trustee. Upon receipt of such notice by the Trustee, this Trustee Lease is at an end, but without prejudice to any prior claim or remedy which either Party may have against the other Party.
- (g) If the Trustee terminates this Trustee Lease in accordance with this clause 5 or the Trustee Lessee terminates this Trustee Lease under clause 5.1(f), the Trustee Lessee must reinstate and make good the Trust Land and Premises in accordance with clause 3.3.

5.2 Costs of Trustee Lease

- (a) Each Party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Trustee Lease.
- (b) The Trustee Lessee must pay all stamp duty and registration fees payable on this Trustee Lease.

Title Reference [Title Reference]

6. INSURANCE

6.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

6.2 Conduct of Legal Claims

- (a) In defending or settling any claim the subject of the indemnity under section 4 of the Prescribed Terms, the indemnified parties, also as defined under section 4 of the Prescribed Terms will consider any information provided by the Trustee Lessee in relation to the claim. The Trustee and the Trustee Lessee acknowledge that the Minister and the State of Queensland in considering such information manages all litigation in accordance with the Model Litigant Principles issued at the direction of Queensland Cabinet (from time to time).

7. NOTICES

7.1 How to give a notice

A notice, consent or other communication under this Trustee Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
- (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other Party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by email:
- (i) by 5.00 pm (local time in the place of receipt) on a Business Day - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; and
- (b) if it is sent by mail:
- (i) within Australia - 7 Business Days after posting; or
 - (ii) to or from a place outside Australia - 10 Business Days after posting.

Title Reference [Title Reference]

7.3 Address for notices

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Trustee Lease, or as the person notifies the sender.

8. GST

8.1 Recovery of GST

If one Party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the Party that is liable to provide the consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

8.3 Indemnity and reimbursement payments

If one Party must indemnify or reimburse another Party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 Time limit on payment of the GST amount

Notwithstanding any other provision in this Trustee Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

8.6 Interpretation

In this Trustee Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the Parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

Title Reference [Title Reference]

9. Dispute Resolution

9.1 Interpretation

In this clause 9, the following definitions apply:

- (a) **Dispute Notice** means a notice in writing issued pursuant to clause 9.2 which sets out the nature and details of the dispute.
- (b) **Expert** means an appropriate practising professional with no less than 5 years' standing in the relevant industry profession appointed at the request of either Party by:
 - (i) the President of the professional body most appropriate to determine the dispute; or
 - (ii) if the Parties are unable to agree on the appropriate body then, at the request of either Party, the President of the Resolution Institute, or if there is no such body in existence at the time of the request, the President of an equivalent body.

9.2 Dispute Notice

If a dispute arises under this Trustee Lease, either party may issue a Dispute Notice to the other Party. Following the issuing of a Dispute Notice:

- (a) the Parties must (acting reasonably and without delay) attempt to resolve the dispute by negotiation;
- (b) if the Parties fail to resolve the dispute within 20 Business Days after the date of receipt of a Dispute Notice, then either Party may appoint an Expert in which case the dispute must be determined in accordance with clause 9.2(c); and
- (c) if an Expert is appointed, the terms of appointment must include instructions that:
 - (i) each Party may make a submission either orally or in writing to the Expert within 20 Business Days after the date of appointment of the Expert; and
 - (ii) in making a determination, the Expert must:
 - (A) act as an expert and not as an arbitrator;
 - (B) consider any submission made to it on time by a Party; and
 - (C) provide the Parties with a written statement of reasons for the determination.

9.3 Determination

- (a) The parties agree that:
 - (i) the determination of the Expert is conclusive and binding on the Parties;
 - (ii) the costs of the Expert must be shared equally between the Parties; and
 - (iii) if the Expert fails to deliver a determination within 20 Business Days after the last day on which the Parties are entitled to make submissions, either Party may require the appointment of a further Expert to determine the dispute in accordance with clause 9.2(c).
- (b) Nothing in this clause 9 prevents a Party seeking urgent injunctive or similar relief from a court.

9.4 Telecommunications Dispute

Title Reference [Title Reference]

Despite anything in this clause 9, the Parties agree that any dispute which relates to the application or interpretation of the Telecommunications Act or the Radiocommunications Act 1992 (Cth) (**Acts**) may be dealt with:

- (a) in accordance with the dispute resolution procedures provided for in those Acts; and/ or
- (b) through legal proceedings (even if a determination has been made in accordance with clause 9.2(c)).

10. Trustee limitation of liability

- (a) As at the Commencement Date, the Trustee Lessee warrants to the Trustee that:
 - (i) it has power under terms of the relevant trust deed to execute this Trustee Lease and enter into every transaction contemplated by this Trustee Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Trustee Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

End of Document

5.2 Trustee Lease to the Roman Catholic Trust Corporation for the Diocese of Townsville - Lot 257 on SP 273615 (Child Care Centre)

Council is requested to consider granting a trustee lease to the Roman Catholic Trust Corporation for the Diocese of Townsville for the continued operation of the Mary MacKillop Childcare Centre at 261 Park Road, Palm Island (Lot 257 on SP273615). The previous lease expired on 14 June 2025, and the tenant has requested a new lease for six months with a six-month option.

The proposed lease includes:

Term: 6 months with a 6-month option

Rent: \$36,031.63 per annum plus GST, payable pro rata

Annual Increase: 4%

Use: Childcare Centre

Standard lease terms apply

The lease has been reviewed by Preston Law and is consistent with Council's standard commercial lease documentation.

Attachment: Trustee Lease to the Roman Catholic Trust Corporation for the Diocese of Townsville - Lot 257 on SP 273615 (Child Care Centre)

Title of Report: Trustee Lease to the Roman Catholic Trust Corporation for the Diocese of Townsville - Lot 257 on SP 273615 (Child Care Centre)

Agenda Item:

Classification: For Decision

Author: CEO/Preston Law

Attachments: Draft Trustee Lease

Recommendation:

That the Trustee resolves to:

1. Grant a trustee lease to the Roman Catholic Trust Corporation for the Diocese of Townsville for the operation of a childcare centre at 261 Park Road, more particularly described as Lot 257 on SP 273615 on the following terms:
 - (a) for a term of six (6) months with a six (6) month option commencing on 15 June 2025;
 - (b) commencing rent of \$36,031.63 per annum plus GST on a pro rata basis;
 - (c) subject to 4% annual increase,and otherwise in accordance with the Land Trust standard lease documentation.
2. Delegate to the Chief Executive Officer, pursuant to section 257(1)(b) of the *Local Government Act 2009*, the power to negotiate and finalise the trustee lease on behalf of the Trustee (including by signing necessary documents on behalf of the Trustee).

PURPOSE OF REPORT:

The purpose of this Report is to present the Trustee with a request from the to the Roman Catholic Trust Corporation for the Diocese of Townsville for the operation of a childcare centre at 261 Park Road, more particularly described as Lot 257 on SP 273615 for a 6 month period with a 6 month option.

IDENTIFICATION OF PROPERTY:

Site Location: 261 Park Road, Palm Island

Property Description: Lot 257 on SP 273615



BACKGROUND AND CONTEXT

The Roman Catholic Trust Corporation for the Diocese of Townsville have operated the Mary McKillop Child Care centre at 261 Park Road, more particularly described as Lot 257 on SP 273615 for many years. A lease was granted in 2010 by Council for an 8 year period with a 7 year option.

The lease expired on 14 June 2025. The tenant approached Council officers in December 2024 regarding the lease and have requested a further lease for 6 months with a 6 month option.

CRITICAL DATES

The previous lease expired on 14 June 2025. There current use of this facility is through a month-to-month tenancy under the *Property Law Act 1974*.

OTHER OPTIONS CONSIDERED

Nil



COUNCIL LAND TRUST MEETING #
Agenda Item #
27 August 2025

LEGAL AND LEGISLATION CONSIDERATIONS

Council received advice from Preston Law in December 2024 when draft lease was prepared. Officers were advised that as this was a renewal of a lease, there were no risk however Council officers should ensure the lease is on the Trustee's Standard Lease and on commercial terms.

POLICY CONSIDERATIONS

Nil

CORPORATE AND OPERATIONAL PLAN CONSIDERATIONS

Nil

FINANCIAL AND RESOURCE CONSIDERATIONS

Nil

CONSULTATION

The recommendation is consistent with Council's legal advice.

Dealing Number



OFFICE USE ONLY

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1. Lessor

PALM ISLAND ABORIGINAL COUNCIL
DEED OF GRANT IN TRUST THE GRANTEE TO HOLD
THE SAID LAND IN TRUST FOR THE BENEFIT OF
ABORIGINAL INHABITANTS AND FOR NO OTHER
PURPOSE WHATSOEVER

Lodger (Name, postal address, E-mail & phone number) Lodger Code

Name: Preston Law
Postal Address: PO Box 707N, North Cairns QLD 4870 BE3192
Email: info@prestonlaw.com.au
Phone Number: 07 4052 0700
Reference: MCG:243791

2. Lot on Plan Description (Use Form 20 - Enlarged Panel if multiple lines required)

LOT 257 ON SP 273815

Title Reference

51088289

3. Lessee

Given name(s)

Surname/Company name and number

Tenancy / Capacity

THE ROMAN CATHOLIC TRUST CORPORATION
FOR THE DIOCESE OF TOWNSVILLE

4. Interest being leased

FEE SIMPLE IN TRUST

5. Description of premises being leased (delete statements with a * if not applicable)

Lease extent: Whole of the land

Land description: Lot 257 on SP 273815

6. Term of lease

Commencement date/event: 15 June 2025
Expiry date: 14 December 2025
Options: six (6) months

7. Lease Details

Rental/Consideration: See attached Schedule
Lease Type: Commercial
Area/Volume: 1971 square metres

8. Terms and Conditions (delete statements with a * if not applicable)

(a) Document Reference - NIL

(b) Additional terms and conditions: *the attached schedule

9. Previous Leases (delete statements with a * if not applicable)

The Lessor confirms that:

*the time for the exercise of the option in a registered Lease has ended and the option has not been exercised for Lease no. 713884114

*the premises described in Item 5 are not, either wholly or partly, the subject of any other lease currently lodged or registered.

10. Grant/Execution

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994

Palm island Aboriginal Council

.....signature

.....full name

.....qualification

/ /

Chief Executive Officer

Lessor's Signature

Witnessing Officer

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

.....signature

The Roman Catholic Trust Corporation for the Diocese of Townsville

.....full name

.....qualification

/ /

Execution Date

Lessee's Signature

Witnessing Officer

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

SCHEDULE

Title Reference 51088289

1. REFERENCE SCHEDULE

ITEM NO.	ITEM	DETAILS
Item 1	Parties	
	Name and Address of Lessor:	Palm Island Aboriginal Shire Council as Trustee <u>Postal Address</u> 1 Main Street, Palm Island QLD 4816 <u>Address for Hand Delivery</u> 1 Main Street, Palm Island QLD 4816 <u>Email Address</u> CEO@palmcouncil.qld.gov.au
	Name and Address of Lessee:	The Roman Catholic Trust Corporation for the Diocese of Townsville trading as Mary Mackillop Childcare North Queensland ABN 49 341 906 936 <u>Postal Address</u> PO Box 6149, Townsville QLD 4810 <u>Address for Hand Delivery</u> Unit 4, 6 Fletcher Street, Townsville QLD 4810 <u>Email Address</u> accountspayable@tsv.catholic.edu.au
Item 2	Premises	
	Address of Premises:	261 Park Road, Palm Island QLD 4816
	Area:	The whole of the Land
Item 3	Term	
	Term:	Six (6) months from the Commencement Date
	Commencement Date:	15 June 2025
	Expiry Date:	14 December 2025
Item 4	Option to Renew	
	Options:	Six (6) months
	Commencement Date of First Renewed Term:	15 December 2025

Title Reference 51088289

ITEM NO.	ITEM	DETAILS
Item 5	Rent	
	Rent—	\$ 36,031.63 plus GST and Outgoings per annum
	Date Rent Commences:	Commencement Date
	Rent Review Date:	Annually on each anniversary of the Commencement Date
	Rent Review Method:	An increase of 4% to the Rent payable in the previous Rent Year
Item 6	Rates Component	\$ and reviewed in accordance with clause 4.3
Item 7	Security Deposit	Nil
Item 8	Guarantor(s)	Inapplicable for so long as the Lessee is The Roman Catholic Trust Corporation for the Diocese of Townsville
Item 9	Insurances to be taken out by Lessee	Plate glass insurance Public risk insurance - \$20,000,000.00 per claim Lessee's Property and fittings at Premises
Item 10	Permitted Use	The operation of a childcare centre.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease, the following terms have the following meanings unless the context otherwise requires:

Appurtenances means all mechanical ventilation, stop-cocks, alarm systems, fire prevention and extinguishing equipment, lavatories, grease traps, water apparatus, gas fittings, electrical fittings and apparatus and other services at the Buildings or the Premises, as the context requires.

Authority means any federal, state or local government authority or body.

Bank Guarantee means an unconditional and irrevocable undertaking (or any replacement or addition to it under clause 4.7) by an Australian trading bank and on terms acceptable to the Lessor acting reasonably to pay on demand the Security Amount. The Bank Guarantee must not contain an expiry date.

Building means all improvements from time to time existing on the Land and improvements and infrastructure developed in conjunction with the Land and where appropriate, includes the Land. The parties acknowledge and agree that the Buildings are the property of the Lessor at the Commencement Date of the Lease.

Claim means Claim means any action, suit, claim, demand, liability or proceeding (whether actual or potential) at law, in equity or under statute in relation to any damages, losses, costs, charges, expenses, injuries or deaths.

Commencement Date means the date of commencement of this Lease as specified in Item 6 of the

Title Reference 51088289

Form 7.

Contaminated Land has the meaning given in the EP Act.

Creditable Acquisition, GST, GST Exclusive Market Value, Input Tax Credit, Supply and Tax Invoice each has the meaning attributed to each of those terms in the GST Law.

Default Rate means the rate of 10% per annum.

EP Act means the *Environmental Protection Act 1994* (Qld).

Expiry Date means the date of expiry of this Lease as specified in Item 6 of the Form 7.

Force Majeure means delay or inability to perform caused by war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, fire, cyclone, flood, storm or other severe action of the elements, accidents, government or statutory restrictions or from other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of either party but shall not include, for the avoidance of doubt, a lack of funds or the unserviceability of plant and equipment (for any reason).

Form 7 means the Form 7 annexed to the front of this Form 20 Schedule.

GST Date means the date which this Lease becomes subject to GST under the GST Law.

GST Law means that term as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 2 of the Form 7.

Law means any statute, regulation or ordinance made by an Authority and includes the applicable common law.

Lease means the Form 7, this Form 20 Schedule and any schedules or annexures.

Lessee means the Lessee named in Item 3 of the Form 7, and its successors in title and assigns.

Lessee's Property includes any plant, equipment, fittings, fixtures, furniture and furnishings supplied by the Lessee from time to time and located in the Premises or any part thereof.

Lessor means the Lessor named in Item 1 of the Form 7 and its successors and assigns.

Lessor's Assets includes all Appurtenances, infrastructure, plant, equipment, fittings, fixtures, furniture and furnishings of whatsoever description supplied by the Lessor from time to time and located in the Premises or any part thereof.

Local Government means the Palm Island Aboriginal Shire Council.

Month or Monthly means respectively calendar month or calendar monthly.

Option to Renew means the option or options, exercisable by the Lessee in accordance with this Lease, to renew this Lease for a further term or terms, but only if an Option to Renew is specified in Item 4 of the Reference Schedule.

Outgoings means the total of all amounts paid by the Lessor or for the payment of which the Lessor may be or become liable or as otherwise provided in this clause in any one Outgoings Year in respect of the

Title Reference 51088289

Land, the Premises, the Building, or any part of them, or in respect of the provision of any Services to any of them during the Term including:

- (a) rates, taxes (excluding land tax), levies and charges imposed by any Authority and levies and charges imposed under or pursuant to strata, community title or similar legislation; and
- (b) taxes, levies, imposts, deductions, charges, assessments, outgoing, impositions, withholdings, and duties imposed by any Authority including any tax imposed as a consequence of the Lessor having an estate or interest in the Premises, the Building or the Land but excluding:
 - (i) any GST or like tax imposed because this Lease is a taxable supply; and
 - (ii) any income tax or capital gains tax; and
- (c) charges for the supply of Services except those which are separately metered to the Lessee.

Outgoings Year means the 12-month period ending on 30 June in each year or on another day specified in a notice the Lessee gives to the Lessee.

Payee means the party receiving the Payment.

Payer means the party making the Payment.

Payment means:

- (a) the amount of monetary consideration (exclusive of GST); or
- (b) the GST Exclusive Market Value of any non-monetary consideration; or
- (c) any amount required to be paid by the Payer to the Payee for a Supply under this Lease.

Permitted Use means the permitted use described in Item 10 of the Reference Schedule.

PPSA means the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time.

Premises means the Land described in Item 5 of Form 7 and includes the Building and the Lessor's Assets.

Rates Component means the sum specified in Item 6 of the Reference Schedule and payable in accordance with clause 4.3.

Reference Schedule means the schedule in clause 1 of this Lease.

Register means the Personal Property Securities Register.

Rent means the annual sum specified in Item 5 of the Reference Schedule and where the context requires, any instalment/s of Rent.

Rent Review means the review of the Rent in each Rent Year in the manner prescribed in Item 5 of the Reference Schedule.

Rent Year means each separate year of the Term, with the first Rent Year commencing on the Commencement Date and each subsequent Rent Year commencing on the anniversary of the Commencement Date in each succeeding year.

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Security Amount means the amount stated in the Reference Schedule.

Services means all services of any nature from time to time provided to the Premises, the Building and/or the Land or available for use, and includes any electronic medium, electricity, lighting, gas, fire services, air-conditioning, water, sewerage, waste collection, and the fittings and equipment utilised for such services.

Statutory Charges means:

- (d) rates, charges and levies (including rates and charges for the provision or reticulation of water and/or sewerage and/or drainage services) payable to the Local Government;
- (e) rates, charges and other levies payable to the Local Government for the provision of rubbish removal; and
- (f) levies, contributions and/or other amounts payable to the Local Government or other authority for, or on account of fire protection services.

Supply has the meaning provided for that word in the GST Law.

Term means the term of this Lease, being the period from and including the Commencement Date to and including the Expiry Date.

2.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.
- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent and continue throughout the Term and any period of renewal and holding over (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (g) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.
- (h) Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

3. GRANT OF LEASE

The Lessor grants and the Lessee accepts a lease of the Premises on the terms and conditions set out in this Lease.

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4. RENT AND OTHER CHARGES

4.1 Payment of Rent

- (a) Rent is payable monthly in advance in equal instalments on the first day of each month.
- (b) If the instalment is for a period less than one month, then the Rent for that period will be calculated by the following formula:

$$A = (R/365) \times P$$

Where:

- A = the amount of Rent payable for the period;
- R = the Rent for the year for which Rent is being calculated; and
- P = the number of days in the period for which Rent is being calculated.

4.2 Rent Reviews

- (a) Rent Reviews occur yearly and in the manner set out in Item 7 of the Reference Schedule.
- (b) If the Reference Schedule specifies a fixed percentage for a particular review date, the Rent is increased by that percentage on the relevant review date.
- (c) If the Lessor does not undertake a Rent Review for a Rent Year, then the Lessor may at any time throughout the Term or after the Expiry Date recover from the Lessee the difference between the Rent that was paid by the Lessee and the Rent that ought to have been paid had the Rent Review occurred.

4.3 Rates Component

- (a) Subject to clause 4.3(b), the Lessee must pay the Rates Component to the Lessor annually upon receipt of a notice from the Lessor demanding payment of the Rates Component. Where the Term includes a part of a Financial Year, a pro rata adjustment must be made for any periods relating to part of the Financial Year.
- (b) Where the Lessor levies Statutory Charges in respect of the Premises, the Lessee will cease paying the Rates Component and must pay those Statutory Charges.
- (c) Unless otherwise agreed between the parties, for each Financial Year after the Financial Year in which the Term commences, the Rates Component payable will be:
 - (i) the amount that is specified in the Palm Island Aboriginal Shire Council's budget for that Financial Year as the Rates Component payable, or in a policy adopted by the Palm Island Aboriginal Shire Council (including in its capacity as Trustee of land in the Palm Island local government area); or
 - (ii) where subclause 4.3(c)(i) does not apply, the amount payable in the preceding Financial Year, increased by 4%.
- (d) If an amount under clause 4.3(b) is levied on the Lessor, then the Lessee must:
 - (i) reimburse the Lessor for the amount, if the Lessor provides the Lessee with evidence of

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payment of the amount; or

(ii) pay the amount at the Lessor's direction,

by the later of:

(iii) the due date for payment by the Lessor; and

(iv) the date which is 30 business days after the Lessee is called upon by the Lessor to pay the amount.

(e) If an amount referred to in clause 4.3(b) relates to more than the Premises, then a pro rata adjustment (as bona fide determined by the Lessor) must be made, and the Lessee will be responsible for its share of the amount. The Lessee acknowledges that its share of the Statutory Charges may not be calculated by reference to the area of the premises but will take account of all other relevant information and circumstances including but not limited to the Lessee's use of the services referred to in the Statutory Charges compared to other users of those services.

4.4 Payment of other charges

- (a) The Lessee must pay, or is responsible for ensuring the payment, of all Outgoings during the Term by the due date for payment, whether or not imposed on the Lessor, the Lessee, the Premises, or the Services.
- (b) The Lessee must pay all operating expenses and utilities associated with the use of the Premises, including but not limited to telephone and telecommunications, electricity and costs associated with obtaining any relevant permits, licences, and authorisations.
- (c) The Lessee is responsible for establishing accounts in its own name wherever possible.
- (d) Where accounts are not separately established in the Lessee's name for an item of Outgoings or an operating expense or are received by the Lessor for an area larger than the Premises, the Lessee shall be required to reimburse the Lessor for a proportion of those costs which the Lessor considers to be reasonable, within fourteen (14) days of receipt of a tax invoice from the Lessor.

4.5 Costs of Lease

The Lessee must pay upon demand the following expenses:

- (a) survey fees (if applicable) and registration fees associated with the registration of this Lease;
- (b) the Lessor's solicitors' costs (on a solicitor and own client basis) of and incidental to the preparation, execution, and registration of this Lease; and
- (c) the Lessor's solicitors' costs (on a solicitor and own client basis) for the preparation, execution and registration of any new lease, variation to or extension of lease.

4.6 Costs of notices, re-entry and consents

The Lessee must, upon demand by the Lessor, pay all costs (on a solicitor and own client basis) and expenses incurred by the Lessor in relation to:

- (a) any notice lawfully given to the Lessee pursuant to this Lease and any actions taken to enforce the performance of the Lessee's obligations under this Lease;

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- (b) the lawful determination or attempted determination of this Lease, or the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (c) the surrender of this Lease (including any duty and registration fees);
- (d) the consideration of any consents by the Lessor requested by the Lessee pursuant to the terms of this Lease; and
- (e) the Lessor, without fault, being made a party to litigation commenced by or against the Lessee (other than litigation between the parties) and arising directly or indirectly from the Lessee's occupation of the Premises.

4.7 Method

The Lessee must pay the Rent, Outgoings, GST and any other money it owes the Lessor on time and by direct debit (or such other method that the Lessor reasonably requires) to the Lessor without set-off, counterclaim, withholding or deduction. If required by the Lessor, the Lessee must sign an order on the Lessee's bank debiting the Lessee's account and crediting the Lessor's account.

4.8 Security Amount

(a) Provision of Security

On or before the Commencement Date, the Lessee must give the Lessor a Bank Guarantee for the Security Amount as security for the performance of the Lessee's obligations under this Lease. The Bank Guarantee must:

- (iii) be in favour of the Lessor and its successors and assigns;
- (iv) state that it is in respect of the Lessee's obligations under the Lease of the Premises;
- (v) not be restricted to specific expenses such as rent;
- (vi) refer to the Lessee's full name and not the Lessee's trading name; and
- (vii) not specify an expiry date.

(b) Security Deposit in lieu of Bank Guarantee

Despite the provisions of clause 4.8(a), the Lessor may, in the Lessor's sole and absolute discretion, accept from the Lessee a bank cheque or other form of monetary security equalling the Security Amount in lieu of a Bank Guarantee ("Security Deposit"). If the Lessor accepts the Security Deposit, the parties acknowledge and agree that a reference to the Bank Guarantee in this clause 4.8 will be deemed to include a reference to the Security Deposit. The Lessor will be under no obligation to invest the Security Deposit.

(c) Lessor's right to call

If the Lessee does not comply with any of its obligations under this Lease (including any period of holdover or any extension of this Lease), whether the Lease is registered or not, then the Lessor may call on the Bank Guarantee without notice to the Lessee and apply the amount of the Security Deposit (or part of it) to remedy the obligation breached by the Lessee. Payment under the Bank Guarantee does not limit the rights of the Lessor under the Lease or operate as a waiver of the Lessee's default of any of the Lessee's obligations under the Lease.

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(d) Obligation to replace

If the Lessor calls on the Bank Guarantee, then the Lessor may give the Lessee a notice asking it for a replacement or additional Bank Guarantee so that the amount guaranteed equals the Security Amount. The Lessee must deliver the replacement or additional Bank Guarantee to the Lessor not later than 14 days after the Lessor asks for it.

(e) Return of Bank Guarantee

When the Lease ends and the Lessee has vacated and made good the Premises in accordance with the terms of this Lease, then unless the Lessor has commenced proceedings against the Lessee, the Lessor must promptly return to the Lessee any part of the Bank Guarantee not needed to recover the Lessor's loss.

(f) Change of Lessor

If for any reason the Lessor named in this Lease ceases to be the Lessor, then the Lessee must promptly do whatever is necessary on the Lessee's part to give the new Lessor the benefit of the Bank Guarantee and, if necessary, promptly arrange to deliver a new replacement Bank Guarantee in favour of the new Lessor.

4.9 Goods and Services Tax

- (a) Subject to sub-clause 4.9(b), any Payment required to be made under this Lease after the GST Date will be increased by any GST payable by the Payee for that Supply. The Payee will deliver a Tax Invoice for the Payment to the Payer at or before the Payment becoming due.
- (b) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee, the Payment will (prior to the increase provided for under sub-clause 4.9(a)) be discounted by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

5. OCCUPATION OF PREMISES

5.1 Use and conduct

- (a) The Lessee must not use the Premises for any use other than the Permitted Use.
- (b) The Lessee must not conduct any other activity from the Premises unless with the prior written approval of the Lessor which may be granted or withheld, or granted subject to conditions, at the Lessor's sole discretion,
- (c) The Lessor does not warrant that the Premises are, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Premises implied by Law are negated.
- (d) The Lessee must:
 - i) conduct the Permitted Use at the Premises in an orderly manner;
 - ii) fully utilise the Premises for the Permitted use and trade the Premises for the Permitted Use in accordance with usual operating hours for a Premises such as a childcare centre and in a proper and business-like manner;
 - iii) comply with all Laws and obtain and maintain all licences and approvals required at Law to carry on the Lessee's business from the Premises;

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- iv) promptly notify the Lessor in writing of any damage sustained to the Land, the Building, the Lessor's Assets, the Premises, or defective operation of the Appurtenances;
 - v) lock all exterior doors and windows in the Building when the Premises are not in use; and
 - vi) keep the Premises free of rodents, vermin, and any infectious diseases.
- (e) The Lessee must not:
- i) without the Lessor's prior written consent, mark or damage the Premises, or erect any partitions, fittings or signs to the Premises;
 - ii) use any form of light, power, or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or electricity or gas supplied through meters);
 - iii) interfere with the Services or Appurtenances, or use the Appurtenances for any purpose other than those for which they were constructed;
 - iv) bring upon the Premises any explosive, flammable or corrosive fluid except that normally used by the Lessee in its business, and only if such fluids are safely confined in containers.

5.2 Nuisance

The Lessee must not:

- (a) carry on, or permit in any part of the Premises, any annoying, noxious, offensive, or illegal business, occupation, or practice; or
- (b) do or permit any act or thing or use any plant or machinery which through noise, odours, vibrations or otherwise is or may grow to be an annoyance, nuisance, grievance, or disturbance to the Lessor or to the occupiers of neighbouring premises,

unless the activity is permitted under the Permitted Use.

5.3 Compliance with statutes, regulations and local laws:

The Lessee shall at the Lessee's expense observe, perform, and fulfil all the requirements of any statutes, regulations, and local laws so far as the same may apply to the Premises or to the Lessee's business in conducting the Permitted Use. In particular, but without limiting the generality of the foregoing, the Lessee shall comply with the requirements of all such statutes, regulations, or local laws relating to health, water supply, sewerage, and fire and shall not knowingly or intentionally do or permit anything that may be in contradiction with such legislation, regulations, ordinances, or local laws

5.4 Planning consents

If the Permitted Use, or any conduct related to the Permitted Use, needs the consent of a local authority under its planning scheme, the Lessee shall apply for such consent at its own cost and expense, and the Lessor shall assent to any such application as the registered owner of the Premises. The failure of the Lessee to obtain such consent shall not impact the Lessee's responsibilities under this Lease, provided that upon such failure and for so long as it continues, the Lessor may terminate this Lease by written notice to the Lessee.

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5.5 Obligations under EP Act

- (a) The Lessor does not warrant that the Land is not Contaminated Land. The Lessee acknowledges and agrees that it has made the necessary inspections and enquiries to satisfy itself whether or not the Land is Contaminated Land.
- (b) The Lessee must not permit its employees, agents or others (with or without invitation) who may be at or around the Premises to cause the Land to become Contaminated Land. If it does become Contaminated Land, the Lessee must immediately take such remediation measures as reasonably required by the Lessor and the chief executive under the EP Act. If the Lessee fails to take such measures, the Lessor may take such remediation measures as the agent of the Lessee and at the expense of the Lessee, which will constitute a liquidated debt immediately due and owing by the Lessee to the Lessor and payable on demand made by the Lessor.
- (c) The Lessee must indemnify and keep indemnified the Lessor against any claim, damage, liability of expense which the Lessor may be, or becomes, liable (during or after the Term) because the Lessee fails to comply with sub-clause 5.5(b).

5.6 Security of Premises

The Lessee is responsible for control, monitoring and security of the Land, the Building and the Premises during the Term at the Lessee's cost and expense.

5.7 Quiet enjoyment

Subject to the rights, powers, remedies, and reservations of or to the Lessor, the Lessor covenants that the Lessee may occupy and enjoy the Premises during the Term without interruption by the Lessor or by any person claiming through, under, or in trust for the Lessor.

6. PERSONAL PROPERTY SECURITIES

6.1 Lessor's Assets

- (a) Notwithstanding anything to the contrary express or implied in this Lease, the parties agree that the Lessor retains full title to the Lessor's Assets and title will not at any time pass to the Lessee notwithstanding:
 - i) the delivery or collection of the Lessor's Assets to/by the Lessee (as the case may be); and/or
 - ii) the possession and use of the Lessor's Assets by the Lessee.
- (b) The Lessee acknowledges that the Lessee has the right to possess the Lessor's Assets as a mere bailee only and will deal with the Lessor's Assets in such a manner which enables it to be clearly identified as Lessor's Assets belonging to the Lessor and does not have any right to pledge the Lessor's credit in connection with the Lessor's Assets and agrees not to do so.
- (c) The Lessee acknowledges and agrees that:
 - i) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire, or otherwise part or attempt to part with personal possession of or otherwise deal with the Lessor's Assets without the express written consent of the Lessor;

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- ii) it will, if requested by the Lessor, return the Lessor's Assets to the Lessor following non-fulfilment of any obligation of the Lessee (including payment of moneys) without limiting any other right the Lessor may have;
- iii) it will deliver up the Lessor's Assets at the end of the Term and give the Lessor or its agents or authorised representatives the right to enter any premises occupied by the Lessee and any premises where the Lessor believes any Lessor's Assets may be stored (without liability for trespass or any resulting damage) and to use the name of the Lessee and to act on its behalf, if necessary, to recover possession of the Lessor's Assets and agrees to indemnify the Lessor and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Lessor's Assets from the Lessee's possession or control;
- iv) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Lessor's Assets on trust for and as agent for the Lessor immediately when they are receivable or are received; and
- v) the Lessor may recover as a debt due and immediately payable by the Lessee all amounts owing by the Lessee to the Lessor in any respect even though title to the Lessor's Assets has not passed to the Lessee.

6.2 Application of PPSA

- (a) The Lessee acknowledges and agrees that notwithstanding any other provision of this Lease:
 - i) the PPSA applies to any provision of the Lessor's Assets by the Lessor to the Lessee;
 - ii) the Lessor's Assets are commercial property;
 - iii) by agreeing to and/or accepting or adopting this Lease the Lessee grants a purchase money security interest to the Lessor in the Lessor's Assets to secure the Lessor's interest in the Lessor's Assets and all moneys owing or payable by the Lessee under this Lease and any other moneys payable by the Lessee to the Lessor from time to time on any account whatsoever;
 - iv) if a purchase money security interest is not able to be claimed on the Lessor's Assets by the Lessor for any reason, the Lessor will have a security interest in the Lessor's Assets;
 - v) the Lessee agrees that the Lessor's security interest in the Lessor's Assets covered by this Lease may be registered on the Register and the Lessee agrees to do all things necessary and required by the Lessor to effect registration of the Lessor's security interest on the Register in order to give the Lessor's security interest the best priority possible and anything else the Lessor requests the Lessee to do in connection with the PPSA without delay;
 - vi) the Lessee warrants that all information provided by the Lessee to the Lessor, including but not limited to the Lessee's details, including the entity, name, ACN or ABN and address set out in this Lease is correct in all respects and must not change its name, address or other details set out in this Lease without providing the Lessor with at least 20 business days prior written notice;
 - vii) the Lessee unconditionally and irrevocably appoints the Lessor as its attorney to do any of the acts and matters set out in this clause headed 'Personal Property Securities' in the event that the Lessee fails, delays or declines to execute such documents or do such acts;

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- viii) the Lessee agrees that it will not grant a security interest or other encumbrance in the Lessor's Assets whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of the Lessor, which the Lessor may refuse to provide or grant in its absolute and unfettered discretion. The Lessor may request, and the Lessee must provide any information that the Lessor requires, acting reasonably, in order to fully consider whether to grant its consent;
 - ix) the Lessor's security interest in the Lessor's Assets extends to any proceeds, in all present and after acquired property including without limitation book debts and accounts receivable arising from the Lessee dealing with the Lessor's Assets;
 - x) it has received value as at the date of first delivery of the Lessor's Assets and has not agreed to postpone the time for attachment of the security interest granted to Lessor under this Lease;
 - xi) the Lessor's Assets are located in Australia at the date of the provision of the Lessor's Assets and the Lessee warrants that the Lessor's Assets will remain located in Australia for the Term of the Lease;
 - xii) neither the Lessor or the Lessee will disclose any information to any interested person unless required to do so under the PPSA;
 - xiii) the Lessee waives its right under the PPSA:
 - to receive a copy of any verification statement, financing change statement, or any notice that the Lessor intends to sell the Lessor's Assets or to retain the Lessor's Assets on enforcement of the security interest granted to the Lessor under this Lease or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
 - to object to a proposal by the Lessor to dispose of or purchase or retain the Lessor's Assets in satisfaction of any obligation owed by the Lessee to Lessor;
 - to receive a statement of account following the sale of the Lessor's Assets; and
 - to redeem the Lessor's Assets;
 - xiv) the Lessee will not give (or allow any person to give) to the Lessor a written demand requiring the Lessor to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the Register a financing change statement under the PPSA; and
 - xv) a default by the Lessee under any other security agreement of and under which a security interest has granted to any other party in respect of the Lessor's Assets and/or any default under such security agreement which results in an exercise of rights under the PPSA is deemed to be a breach of this Lease.
- (b) The parties agree that the Lessor is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

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6.3 Further Supplies

The parties acknowledge and agree that any provision of any additional Lessor's Assets made by the Lessor to the Lessee during the Term which is not specifically set out in this Lease is deemed to form part of this Lease and is subject to the terms of this Lease.

6.4 Enforcement

- (a) The enforcement provisions contained in this Lease are in addition to any rights available to the Lessor under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 6.4(a) and any other provision of this Lease section 125, 129(2), 142 and 143 of the PPSA are contracted out of.

6.5 Interpretation

A term used in this clause is taken to have the meaning defined under the PPSA.

7. MAINTENANCE AND REPAIR OF PREMISES

7.1 Obligation to clean, repair and maintain

- (a) The Lessee must at the Lessee's cost and expense:
 - i) keep the Premises (including the external surfaces) clean and tidy;
 - ii) maintain the exterior parts of the Premises in good order and condition (including but not limited to weeding and maintaining the gardens and mowing the lawns); and
 - iii) not allow any accumulation of useless property or rubbish at the Premises.
- (b) The Lessee must maintain the Premises and all Services in good condition as at the Commencement Date, except for:
 - i) fair wear and tear, subject to the express obligations of the Lessee in this clause 7.1, and then only if the Lessee has taken all reasonable measures to ensure that any damage attributed to fair wear and tear will not contribute to any further damage to the Premises, and the wear and tear is not a result of the Lessee's wilful or negligent acts or omissions;
 - ii) damage caused by an event of Force Majeure;
 - iii) damage by a structural defect at the Premises, provided that damage is not caused or contributed to by the Lessee.
- (c) Without limiting the generality of clause 7.1(b), the Lessee must:
 - i) maintain the doors, locks, ablution facilities, windows, and fittings of the Premises in good condition and efficient working order as at the Commencement Date;
 - ii) replace any broken light bulbs, tubes, or glass at the Premises;
 - iii) keep and maintain any signs at the Premises in good repair and of good appearance;
 - iv) maintain the waste pipes, drains and conduits within the Premises in a clean and free-flowing condition and employ a licensed tradesperson to clear any blockages;

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- v) maintain the Appurtenances in good condition and efficient working order; and
- vi) where an air-conditioning system has been installed at the Premises, enter into and keep current service and repair contracts for the air-conditioning system.

7.2 Notice of damage

The Lessee shall notify the Lessor immediately upon the Lessee becoming aware of any defect in the Premises or of any other condition which may cause damage to the Premises.

7.3 Alterations and Works

- (a) The Lessee must not make any alterations or improvements ("Works") to the Premises or Services without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
 - i) The Lessee must provide detailed plans of the Works to the Lessor who may, at the Lessee's cost, refer the plans to the Lessor's consultants or internal staff for its approval.
 - ii) The Lessee must obtain all relevant Authority approvals to the Works before commencing the Works. If required by the Lessor, the Lessee must construct the Works under the supervision of the Lessor's consultants or internal staff (with the cost of the supervision to be borne by the Lessee).
 - iii) The Works must be carried out in a proper and workmanlike manner, and at the cost of the Lessee, by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and have previously been approved by the Lessor.
 - iv) The Lessee must indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor relating to the construction of the Works.
- (b) For avoidance of doubt, any Works installed by the Lessee shall remain part of the Premises upon termination of this Lease and the Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.

8. DAMAGE OR DESTRUCTION OF PREMISES

8.1 Damage to Premises

This clause 8 will apply if:

- (a) the Premises, or any part of the Premises, is damaged or destroyed by an event of Force Majeure so that the Premises are substantially unfit for the use of the Lessee or are substantially inaccessible; and
- (b) the damage was not caused (in whole or in part) by any act, omission, or default on the part of the Lessee, its employees, agents, or invitees.

8.2 Continuation of business

During any period of reconstruction or repair of the Premises, the Lessee shall continue the operation of the Lessee's business in the Premises to the extent that it is reasonably practicable for the Lessee to do so, having regard to the nature and amount of the damage experienced.

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8.3 No obligation to restore

- (a) Nothing contained or implied in this clause 8 obligates the Lessor to restore or rebuild the Premises or any portion thereof, or to restore or rebuild the Premises in accordance with the original specifications.
- (b) If, in the Lessor's opinion, it is impractical or undesirable to repair the damage, then the Lessor may terminate this Lease by giving one month's notice to the Lessee.

8.4 Abatement

- (a) The Lessee is not liable to pay Rent for any period that the Premises cannot be used or are inaccessible, as determined by the Lessor acting reasonably.
- (b) If the Premises are still useable but the usability is diminished because of the damage, the Lessee's liability to pay Rent will be reduced proportionally to the decline in usability, as determined by the Lessor acting reasonably.

8.5 Lessee may terminate

- (a) If the Premises are destroyed or damaged by an event of Force Majeure and without any neglect or default on the part of the Lessee, to the extent that the Premises are deemed unfit for the Lessee's occupation and use, and restoration of the Premises has not substantially commenced within three (3) months from the date of such destruction or damage, the Lessee may give written notice to the Lessor of its intention to terminate this Lease.
- (b) Unless the Lessor, after receiving the termination notice, proceeds with reasonable expedition and diligence to commence or carry out the necessary works, the Lessee may terminate this Lease by giving not less than one month's notice to the Lessor. At the end of that second notice period, this Lease will be at an end.
- (c) Upon termination of the Lease pursuant to this clause 8.5, the parties must take any step required to give effect to the surrender of this Lease.

8.6 Release

Each party releases the other party from liability or loss arising from and costs incurred in connection with the termination of this Lease under this clause 8 but not from any breach of this Lease existing at the date of termination.

8.7 Arbitration of disputes

If a dispute arises between the parties in respect of this clause 8, the dispute must be submitted for arbitration to an independent arbitrator appointed by the president of the Queensland Law Society Incorporated, whose decision will be conclusive and binding on the parties. The submission will be deemed to be a submission to arbitration within the meaning of the *Commercial Arbitration Act 2013*. A determination from arbitration under this clause will be a condition precedent to the parties commencing legal proceedings relating to the dispute

9. RESERVATIONS

9.1 Right of entry

The Lessor reserves the right to:

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- (a) at all reasonable times enter and view the Premises. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease;
- (b) at all times effect any works to the Premises considered necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works in a manner which minimises, so far as practicable, interruption to the Lessee's business; and
- (c) at all reasonable times of the day enter the Premises with prospective lessees of the Premises during the period of three calendar months immediately preceding the Expiry Date.

9.2 Third party interests

- (a) The Lessee must during the Term permit any person having any interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's and that person's lawful rights.
- (b) The Lessor reserves the right to grant, and the Lessee's rights under this Lease are subject to, any easements or arrangements the Lessor makes regarding the Land for the purposes of providing access to the Land or the provision of any Services to the Land, provided that such easements do not substantially interfere with the Lessee's rights under this Lease.

10. INSURANCES, INDEMNITIES AND GUARANTEE

10.1 Insurances

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.
- (b) The Lessee must take out and maintain a plate glass insurance policy in the Lessee's name with the Lessor's interest noted, against the breakage of all plate and other glass in the Premises. The policy must be with an insurance company approved by the Lessor.
- (c) The Lessee must take out and maintain an insurance policy to the replacement value of the Lessee's Property and fittings at the Premises.
- (d) If requested by the Lessor, the Lessee must produce to the Lessor evidence of any insurance policies (including renewals) effected by the Lessee under this clause 10.1.
- (e) The Lessee must not carry on or permit to be carried on any offensive or illegal act, or any act which may:
 - i) void or invalidate any insurances effected by the Lessor in respect of the Land, the Building, the Lessor's Assets, or any other part of the Premises; or
 - ii) increase the premium for that insurance.
- (f) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with Land, the Building, the Lessor's Assets or any other part of the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.

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10.2 Indemnities

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessor is not liable in any circumstances to the Lessee for any damage to the Lessee's Property in or about the Premises, interruption to the Services or Appurtenances nor any loss of profits by the Lessee.
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, losses and expenses incurred by the Lessor:
 - i) for any loss, damage, death or injury caused by, or incidental to, the Lessee's use of the Premises or by the escape of any water, fire, gas, electricity or other such agent from the Premises, except where the Lessor has caused or contributed by negligence, wilful act or omission;
 - ii) which are caused by, or incidental to, the Lessee's failure to comply with this Lease.
- (c) Notwithstanding anything in this Lease to the contrary, the Lessor will not be in default of this Lease for a remediable breach, unless the Lessee has given written notice to the Lessor of the breach, and the Lessor has failed to remedy the breach within a reasonable period of time.

11. SUBLETTING AND ENCUMBERING

11.1 Subletting and encumbering

The Lessee must not without the Lessor's prior written consent (which may be withheld or given subject to such conditions required by the Lessor in the Lessor's absolute discretion):

- (a) sublet or in any manner part with possession of the Premises; or
- (b) mortgage or otherwise encumber the Lessee's interest in this Lease.

11.2 Assignment

The Lessee must not assign this Lease without the prior written consent of the Lessor provided that such consent will not be unreasonably withheld if:

- (a) the Lessee has, at least thirty (30) days before the proposed assignee intends to take possession of the Premises pursuant to an assignment, makes a written request for the Lessor's consent together with:
 - i) in relation to each proposed assignee:
 - (A) their full names and addresses;
 - (B) an up-to-date summary of assets and liabilities prepared by and signed by an accountant;
 - (C) any other information reasonably required by the Lessor to establish the proposed assignee's financial position; and
- (b) the Lessee proves to the Lessor's reasonable satisfaction that:
 - i) the proposed assignee is respectable, suitably qualified and capable of carrying on the Permitted Use and performing the obligations on the part of the Lessee under this Lease; and

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- ii) the proposed assignee is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed assignee is able to meet the Lessee's payment obligations under this Lease for the entire duration of the unexpired term including any option terms.

11.3 Lessor's consent

Any consent by the Lessor to a proposed assignment given under this clause is conditional upon each of the following occurring before the proposed assignee takes possession of the Premises:

- (a) the Lessee and the proposed assignee entering into a deed of consent with the Lessor in the form reasonably required by the Lessor;
- (b) the proposed assignee providing the Lessor with a guarantee and indemnity signed by the proposed guarantor in favour of the Lessor in the form required by the Lessor;
- (c) the Lessee and the proposed assignee complying with the Lessor's reasonable requirements in relation to the documentation, stamping and registration of the intended assignment;
- (d) any default by the Lessee under this Lease arising up to the date of completion of the proposed assignment being remedied; and
- (e) the Lessee paying to the Lessor the Lessor's reasonable legal costs of the giving of its consent.

11.4 Change of Control

If the Lessee is a corporation (which is neither listed nor wholly owned by a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited), a change in the effective control of the corporation is deemed to be an assignment of this Lease and the Lessee may not make that change unless it obtains the Lessor's prior written consent and complies with clauses 11.2 and 11.3 (except for clause 11.3(a)) of this Lease.

12. DEFAULT OF LESSEE

12.1 Lessor may rectify

- (a) If the Lessee fails to perform any of its obligations under this Lease, the Lessor may, in its absolute discretion (as the agent of the Lessee) do all such things and incur such expenses as are necessary to perform these obligations.
- (b) All of the Lessee's costs associated with or incidental to taking a step under subclause (a) of this clause shall be recoverable from the Lessee as a liquidated debt and shall be payable on demand.

12.2 Overdue payments

- (a) If the Lessee fails to pay any money payable on demand within 14 days of the Lessor's demand, or fails to pay any other money due under this Lease by the due date for payment, the Lessee must pay to the Lessor interest accruing daily at the Default Rate:
 - i) on the money owing from the payment due date until the money is paid; and
 - ii) upon any judgment the Lessor obtains against the Lessee from the date of the judgment until the debt is satisfied.

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- (b) Interest is capitalised on the last day of each month and payable on the first day of the next month. The interest is recoverable in the same manner as the Rent in arrears.
- (c) If an amount of Rent, or any other money due under this Lease, remains unpaid by the Lessee, interest at the Default Rate accrues on that unpaid amount from the date it fell due for payment.
- (d) Without prejudice to any other remedy, the Lessor may sue the Lessee for any money owing by the Lessee under this Lease. Neither the institution of legal proceedings nor the entering of judgment by a court will bar the Lessor from bringing any subsequent suits against the Lessee for any other money owing by the Lessee to the Lessor under this Lease.

12.3 Definition of default

The Lessee will be in default of this Lease, if:

- (a) any part of the Rent is in arrears for seven days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date; the Lessee fails to comply with a term of this Lease;
- (c) the Lessee or the Guarantor (except for the purpose of reconstruction) becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity;
- (d) the Lessee's interest under this Lease is taken in execution under any legal process.

12.4 Rights upon default

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
 - i) subject to any prior notice required by Law, re-enter and take possession of the Premises (including the Works) and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
 - ii) terminate this Lease by giving written notice to the Lessee;
 - iii) apply the Security Amount to any loss the Lessor suffers;
 - iv) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy. The Lease will be terminated, and the Lessee will hold the Premises from the Lessor pursuant to clause 15 (holding over).
- (b) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and the Lessor may elect to either:
 - i) retain the property, from which time such items shall become the property of the Lessor without the Lessor being in any way liable to pay compensation for the retention of the property; or

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- ii) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

13. END OF LEASE

- 13.1 The Lessee must at the end of the Lease peacefully yield up the Premises in the condition required by clause 7.1 (obligation to clean, repair and maintain) and clause 13.2, and return to the Lessor all keys and security devices relating to the Premises.
- 13.2 The Lessee must during the last 30 days of the Term remove all fittings, additions, signage and other branding it has erected or affixed to the Premises during the Term or purchased with the consent of the Lessor from a previous lessee, and the Lessee must make good any damage caused in the removal, unless otherwise expressly agreed between the parties.
- 13.3 At the end of the Lease, the Lessor may elect to either:
 - (a) deem any Buildings, fittings, additions, signage, chattels, or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor; or
 - (b) remove any Buildings, fittings, additions, signage, chattels, or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- 13.4 The Lessee must, during the last 14 days of the Term, paint the interior parts of the Premises which have been previously painted with two coats of first quality paint in a workmanlike manner and in the colour as directed in writing by the Lessor.
- 13.5 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any antecedent breach by the Lessee of a term of this Lease.

14. OPTION TO RENEW

- 14.1 This clause applies if an Option to renew is specified in the Reference Schedule.
- 14.2 If the Lessee punctually and properly performs its obligations under this Lease, the Lessee has the option, which must be exercised by notice in writing to the Lessor no earlier than six (6) months prior to the Expiry Date and no later than three (3) months prior to the Expiry Date, to renew this Lease for the option period first specified in the Reference Schedule, commencing on the day after the Expiry Date and continuing on the same terms as this Lease, except that:
 - (a) Rent will be reviewed in accordance with the Rent Review Method specified in the Reference Schedule; and
 - (b) this clause has no further effect unless the Reference Schedule refers to more than one option period, in which case the number of remaining option periods shall be reduced by one upon each occasion on which the Lessee exercises an Option to Renew.

15. HOLDING OVER

- 15.1 If the Lessee remains in occupation of the Premises after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant. The Lessee continues to pay the same amount of Rent and other money under this Lease in accordance with this Lease.

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- 15.2 The monthly tenancy created under clause 15.1 will continue on the same terms of this Lease (so far as the terms can be applied to a monthly tenancy) until either party gives the other party six month's written notice terminating the tenancy. However, if the Lessee is in default, the Lessor may give one month's written notice to the Lessee terminating the tenancy.

16. TRUSTS

16.1 Trust Warranties

In the event that the Lessee is a trustee, the Lessee warrants, in connection with the trust under which it holds this Lease, that:

- (a) it is the sole trustee of the trust;
- (b) it has disclosed the terms of the trust to the Lessor;
- (c) it possesses unqualified power under the trust to enter this Lease;
- (d) it enters this Lease:
 - i) in the proper administration of and the proper exercise of its powers under the trust; and
 - ii) for the benefit of the beneficiaries of the trust; and
- (e) no event set out in clause 16.2 has occurred before the Commencement Date except as disclosed in writing to the Lessor.

16.2 Prohibited Dealings

- (a) The Lessee must ensure that there does not occur in relation to the trust under which it holds this Lease:
 - i) any amendment to or revocation of the trust instrument or any supplementary instrument;
 - ii) the removal or retirement of the Lessee as trustee of this trust;
 - iii) the appointment of any new or additional trustee of the trust;
 - iv) any capital distribution to the beneficiaries under the trust;
 - v) any distribution in specie of the trust assets;
 - vi) any use of trust assets for a beneficiary's own purposes other than in accordance with the terms of the trust;
 - vii) any resettlement of the trust fund or any transfer to another trust or person;
 - viii) anything which may result in the trustee's right of indemnity from the trust assets of the beneficiaries being diminished; and
 - ix) acceleration of the vesting date or termination of the trust.
- (b) The Lessee, as trustee must not, without the prior written consent of the Lessor:
 - i) incur any debt;

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- ii) lend any money;
- iii) give any guarantee or indemnity;
- iv) encumber any trust asset;
- v) mix trust assets;
- vi) compromise a claim in relation to any trust asset;
- vii) dispose of any property;
- viii) part with possession of any trust asset;
- ix) delegate any of its trustee powers; or
- x) increase its trustee remuneration,

other than in the ordinary course of business and in the proper exercise of its powers under the trust.

17. GENERAL PROVISIONS

17.1 Power of attorney

The Lessee irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to do the following acts on the Lessee's behalf:

- (a) if the Lessor has lawfully terminated this Lease (proof of which will be the declaration of the Lessor), the Lessor may execute and do all things necessary to register a surrender of this Lease;
- (b) to do all things necessary and sign all such documents as may be necessary to deal with the Lessor's Assets in accordance with the enforcement provisions of this Lease, the PPSA or otherwise, if the Lessor is in default of this Lease;
- (c) Substitute the Lessor as the attorney with a purchaser of the Premises for the reversion of this Lease.

17.2 Guarantee and Indemnity

If a Guarantor is listed in Item 8 of the Reference Schedule, then this Lease is conditional upon the execution by the Guarantor of a guarantee and indemnity in a form reasonably required by the Lessor.

17.3 Native Title

The parties acknowledge that this Lease is not intended to extinguish any native title as may continue to exist in relation to the Land the subject of this Lease.

17.4 Consent

Subject to anything in this Lease to the contrary, any consent which the Lessor is requested to provide under this Lease may, at the absolute discretion of the Lessor, be granted, refused, granted subject to conditions or withdrawn at any time.

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17.5 Waiver

- (a) A waiver by either party of a term of this Lease will only be effective if it is made in writing by that party. The waiver will not extend to, and act as, a waiver of a term generally.
- (b) If the Lessee is in breach of this Lease, the acceptance by the Lessor of money from the Lessee does not act as a waiver of the Lessor's rights regarding that breach.
- (c) A delay by the Lessor to exercise its rights under this Lease does not act as a waiver of those rights.

17.6 Severance

If a provision of this Lease is void or unenforceable it must be severed from this Lease and the provisions that are not void or unenforceable are unaffected by the severance.

17.7 Service of notices

- (a) A notice required to be given by one party to another under this Lease is effectively served, if it is in writing and:
 - i) served personally or left for the Lessee at the Premises, upon which the notice will be deemed to have been served immediately;
 - ii) sent by email to the other party's email address, upon which the notice will be deemed to be served at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission;
 - iii) forwarded by post addressed to the party at the address specified in the Reference Schedule notice will be deemed to be given on the next week day (other than a public holiday) after which it was posted.
- (b) A party must as soon as possible advise the other party of its new address details if these change from that listed in Item 1 of the Reference Schedule.

17.8 Time of the essence

Time is of the essence in respect of the parties' obligations under this Lease.

17.9 Effect of legislation

Unless mandatory by Law, any Law (present or future) will not apply to this Lease if it has the effect of prejudicially affecting any of the Lessor's rights under this Lease or is inconsistent with the terms of this Lease.

17.10 Entire agreement

- (a) The provisions of this Lease, and any consents given under it, contain the entire agreement as concluded between the parties and no oral or collateral agreements are of any effect.
- (b) No representation by the Lessor regarding the Premises will form an implied or other term of this Lease. The Lessee acknowledges that it has not been induced into this Lease by any representation, made by the Lessor or its agents, that is not included in this Lease.

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17.11 Consent

If the consent of any person or body (including a mortgagee) to this Lease or to the extension of this Lease is required, the Lessee must immediately upon request by the Lessor execute any documents necessary to facilitate the granting of this consent.

17.12 Lessee's costs

The Lessee must perform all of its obligations under this Lease at its own cost, unless otherwise specified in this Lease.

17.13 Electronic communication

The Lessee confirms it consents to receiving any notices or communications pursuant to this Lease by electronic communication.

17.14 Authority to date and complete

The Lessee irrevocably authorises the Lessor:

- (a) to complete all blanks in this Lease and any other document necessary to procure the stamping or registration of this Lease, including, without limitation, the Commencement Date, the Expiry Date, the date of execution of this Lease and any information in the Reference Schedule and the Form 7; and
- (b) to rectify manifest errors in this Lease and to make any alterations, deletions, or additions to this Lease in order to procure the registration of this Lease.

6. Confidential Matters

6.1 Closed Session (if applicable under s245J LGR 2012)

This item is presented for information only and is recommended to be discussed in a closed session pursuant to section 84(1)(b) of the *Local Government Act 2009 (Qld)*, as it involves the discussion of contracts made by the trustee council and legal advice relating to those contracts.

6.2 Return to Open Session

7. Notices of Motion

7.1 Notices of Motion

7.2 Questions on Notice

7.3 Community Correspondence

8. Next Meeting

8.1 The next Ordinary Council Meeting is scheduled for 24th September 2025

9. Closure