

QUEENSLAND TITLES REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE

FORM 7 Version 6

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1. Lessor

QUEENSLAND BULK WATER SUPPLY AUTHORITY
ABN 75 450 239 876

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

Queensland Bulk Water Supply Authority
PO Box 328, Ipswich QLD 4305
P: (07) 3035 5500
E: Property@seqwater.com.auLodger
Code
IH-157

2. Lot on Plan Description

LOT 361 ON CP CG4017
LOT 362 ON CP CG4017

Title Reference

15728041
15728042

3. Lessee

Company name and number

SOUTH EAST QUEENSLAND SPORTS
AIRCRAFT CLUB INCORPORATED ABN
85 577 075 106

4. Interest being leased

FEE SIMPLE

5. Description of premises being leased

~~THE PART OF THE LAND AS HATCHED IN BLACK ON THE PLAN SET FORTH IN ANNEXURE A HERETO~~
LEASE D, LEASE E, LEASE F, LEASE G on SP339151

6. Term of lease

Commencement Date: 1 JANUARY 2022

Expiry Date: 31 DECEMBER 2031 and/or Event: Not applicable

Options

7. Rental/Consideration

SEE ATTACHED SCHEDULE

8. Grant/Execution

The Lessor leases the premises described in Item 5 to the Lessee for the term stated in Item 6 subject to the covenants and conditions contained in: *the attached schedule, *the attached schedule and document no. _____; *Option in registered Lease no. _____ has not been exercised.

* delete if not applicable

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

/ /

Execution Date

Lessor's Signature

Witnessing Officer

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

9. Acceptance

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

signature

See Enlarged Panel

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 eg Legal Practitioner, JP, C Dec)

Title Reference [15728041 and 15728042]

8. Grant/Execution

The Lessor leases the premises described in Item 5 to the Lessee for the term stated in Item 6 subject to the covenants and conditions contained in: the attached schedule.

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

Signed for and on behalf of the
**Queensland Bulk Water Supply
Authority ABN 75 450 239 876** in
accordance with s8 of the **South East
Queensland Water (Restructuring) Act
2007 (Qld)**

[Signature]

signature

BERNADETTE ROSA DOYLE

full name

MANAGER LEGAL COUNSEL

designation

[Signature]
Georgina McWhinney
Solicitor

signature

full name

qualification 14/17/2022

Witnessing Officer

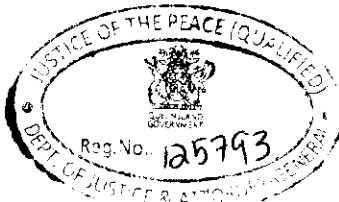
Execution Date

Lessor's Signature

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

9. Acceptance

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



Signed under the Common Seal of
**South East Queensland Sports
Aircraft Club Incorporated (IA05999)**
pursuant to a resolution of its
Management Committee, by two
members of that committee, who certify
that they are the proper officers to affix

[Signature]

Signature

[Signature]

signature

CATHERINE ANN MCHUGH

full name

JP(QUAL) 125793

qualification 19/6/2022

JOHN TERRENCE ADAMS

PRESIDENT SECRETARY Full Name

[Signature]

Signature

CATHERINE ANN MCHUGH

Full name

JP(QUAL) 125793

qualification 19/6/2022

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)



[Signature]

Signature

KENNETH WRIGHT

COMMITTEE MEMBER Full Name

Title Reference [15728041 AND 15728042]

This is the Schedule referred to in the Form 7 Lease between Queensland Bulk Water Supply Authority and South East Queensland Sport Aircraft Club Incorporated dated

Lease Particulars

Item 1	Premises	LOT 361 ON CP CG4017 LOT 362 ON CP CG4017	
Item 2	Lessee (Clause 1.1)	South East Queensland Sports Aircraft Club Incorporated ABN 85 577 075 106	
Item 3	Term (Clause 1.1)	10 years	
Item 4	Commencement Date (Clause 1.1)	01 January 2022	
Item 5	Expiry Date (Clause 1.1)	31 December 2031	
Item 6	Renewed Term(s) (Clause 2.3)	NIL	
Item 7	Rent (Clauses 1.1, and 4)	\$1,029.28 per annum (plus GST)	
Item 8	Rent Review Dates (Clause 1.1.)	See clause 4.2(b)	
Item 9	Rent Review Percentage	Not applicable	
Item 10	Lessee's Proportion of Outgoings (Clause 5)	Not applicable	
Item 11	Permitted Use (Clauses 1.1)	Operating an Airfield for general use by members of the public properly qualified to make use of a public airfield, an Air Park with provisions for the housing of aircraft in hangars and for club house and other facilities for person entitles to use the Air Park facilities.	
Item 12	Insurance (Clause 9.5)	Public Liability - \$20,000,000.00 for any one event and in the aggregate (or such higher amount as may reasonably be required by the Lessor).	
Item 13	Bank Guarantee: (Clause 15)	Not applicable	
Item 14	Guarantor	Not applicable	
Item 15	Notices to Lessor (Clause 14.1)	Name:	Queensland Bulk Water Supply Authority
		Address:	Level 8, 117 Brisbane Street IPSWICH QLD 4305
		Telephone:	(07) 3035 5500
		Fax No:	(07) 3229 7926
		For the attention of:	Manager Property, Fleet and Facilities
	Notices to Lessee (Clause 14.1)	Name:	The Secretary
		Address:	PO Box 195 Kilcoy Qld 4515

Title Reference [15728041 AND 15728042]

Telephone: 0403 355 454
Email: treaseqsac@gmail.com

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise:

Airfield means the Kilcoy Airfield and the landing strip located thereon located on the Land.

Air Park means the club house, facilities and private aircraft hangars located at the Airfield.

Approvals means an approval, consent, permission, licence or authorisation of a person to the doing of a thing, as required by Laws.

Authority means any federal, state, local government, semi-government, statutory or legislative authority, court, instrumentality or body with jurisdiction over any part of the Land.

Bank Guarantee means an irrevocable and unconditional bank guarantee or banker's undertaking to pay in favour of the Lessor from a major trading bank or an authorised institution acceptable to the Lessor without expiration date and otherwise on terms and conditions acceptable to the Lessor for an amount equivalent to the amount referred to in Item 13 of the Reference Schedule, as updated from time to time as required by this Lease.

Biosecurity Act means the *Biosecurity Act 2014* (Qld), any applicable subordinate legislation, including the *Biosecurity Regulation 2016* (Qld), and any guidelines or codes of practice under the Biosecurity Act.

Building means the building or buildings erected or to be erected on the Land.

Business Day means a day that is not a Saturday, Sunday or a public holiday that applies in Brisbane or Ipswich.

Claim means any action, claim, proceeding, demand, damage, cost, loss or expense howsoever arising or resulting.

Commencement Date means the commencement date stated in Item 4 of the Lease Particulars.

Contaminant and Contamination has the meaning given in the EPA.

Dam shall where the context so permits means the Somerset Dam.

Drinking Water Guidelines means the Australian Drinking Water Guidelines (2011) (published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council).

Drinking Water Quality Management Plan means the Lessor's quality assurance program prepared and implemented in accordance with the *Water Supply (Safety and Reliability) Act 2008* (Qld), the Drinking Water Guidelines, the *Public Health Act 2005* (Qld) and the Standard for Food Safety Management Systems (ISO 22000).

Environment has the meaning given to that term in the EPA.

Environmental Harm has the meaning given to that term in the EPA.

Environmental Law means a Law relating to or dealing with:

Title Reference [15728041 AND 15728042]

- (a) planning or land use;
- (b) the Environment;
- (c) health;
- (d) any Contaminant or Contamination;
- (e) the disposal, discharge or treatment of any Contaminant of the Environment; or
- (f) Aboriginal cultural heritage.

Environmental Nuisance has the meaning given to that term in the EPA.

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

Expiry Date means the expiry date stated in Item 5 of Lease Particulars.

Financial Year means a period of 12 months from time to time nominated by the Lessor.

GST has the meaning given by the GST Law

GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Intended Alteration has the meaning given in clause 13.7(a)(i) of the Lease.

Land means the land described in Item 2 of the Form 7 of this Lease, including any of the Lessor's Improvements on that land.

Law means:

- (a) all legislation, statutes, acts, rules, orders, regulations, subordinated legislation, by-laws, local laws or ordinances which are enacted, issued or promulgated, as amended, consolidated, or replaced throughout the Term; and
- (b) the principles of law or equity established by decisions of Australian courts.

Lease means this lease and all annexures or schedules to this lease;

Lease Year means each year of the Term commencing on:

- (a) for the first Lease Year, the Commencement Date; and
- (b) for a subsequent Lease Year, the anniversary of the Commencement Date.

Lessee means:

- (a) the party stated in Item 2 of the Lease Particulars;
- (b) its successors and permitted assigns; and
- (c) where the context permits, the Lessee's Personnel.

Lessee's Personnel means the Lessee's employees, agents, contractors, subcontractors, consultants and invitees.

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Lessee's Property means all buildings, fixtures, fittings, equipment, stock, and other articles in or on the Premises owned or brought on by the Lessee.

Lessee's Proportion means the proportion, expressed as a percentage, that Premises bears to the whole of the Land. At the date of this Lease, the Lessee's Proportion is as set out in the Lease Particulars.

Lessee's Works has the meaning given in clause 6.4.

Lessor means:

- (a) the Queensland Bulk Water Supply Authority ABN 75 450 239 876 established under the *South East Queensland Water (Restructuring) Act 2007* (Qld);
- (b) its administrators, successors and assigns; and
- (c) where the context permits includes its employees, agents, contractors, subcontractors officers and other authorised representatives of the Lessor.

Lessor's Improvements means any buildings, fixtures or other structures on the Land, owned or occupied by the Lessor, upon, under or within which the Premises are situated.

Lessor's Property means all fixtures, fittings, plant, equipment, partitions, grease traps, drains, conduits and other property owned or supplied by the Lessor in or about or providing Services to the Premises or the Land (as the context may require).

Livestock means stock to which the NLIS applies or may apply from time to time and in any event includes "designated stock" as that term is defined in the Biosecurity Act.

Management Plan has the meaning given to that term in special condition 2.

New Lease has the meaning given to that term in clause 13.7(f).

New Premises has the meaning given to that term in clause 13.7(c).

NLIS means the National Livestock Identification System operating in Australia and given effect within the State by the Biosecurity Act.

Outgoings means all amounts paid or payable by the Lessor relating to the ownership, operation, maintenance and repair of the Land, including but not limited to all costs associated with:

- (a) rates, taxes (including land tax), levies, charges or any other fees or amounts payable to any Authority or other person pursuant to a Law;
- (b) all levies, taxes, assessments and charges (other than those payments which are the direct responsibility of a particular tenant or occupier of the Land) for electricity, gas, oil, natural gas and any other source or type of energy or fuel whatsoever in respect of the Land;
- (c) water or excess water usage;
- (d) sewerage, rubbish and other waste removal;
- (e) fire protection services;
- (f) pest control;

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- (g) providing, maintaining and servicing any landscaping and gardens, indoor plants, planter boxes, green walls, potted shrubs, fountains, artificial watercourses and associated facilities in or about the Land;
- (h) cleaning all parts of the Land and the Building including cleaning all external or internal surfaces and the provision of towels, soaps, toilet and washroom requisites;
- (i) electricity, gas or other energy supplied to the Land;
- (j) insurance premiums, excesses and deductibles, including any levies, taxes and brokerage fees payable in respect of insurance;
- (k) repair, maintenance, painting, servicing, replacement or other works and running and licensing costs in respect of the Land or the Building and any flooring, plant, equipment, facilities and other Services on the Land;
- (l) costs of operating, supplying, maintaining and repairing the Services and the plant and equipment required for those Services provided by the Lessor from time to time during the Term;
- (m) cost of complying with, and licence and other fees payable to, any Authority or pursuant to any Law or relating to workplace health and safety, contamination or the Environment;
- (n) management, security, caretaking and control that may be provided for the Land; and
- (o) all legal, accounting and other professional fees in any way incurred in connection with the administration, management and operation of the Land,

but excluding:

- (p) expenditure of a capital or structural nature; and
- (q) the Lessor's personal taxes.

Permitted Use means the use stated in Item 11 of the Lease Particulars.

Premises means the premises described in Item 5 of the Form 7 and includes all of the Lessor's Improvements and any fixtures, partitions, appurtenances, cabling, wiring, drains, pipes, conduits, fittings, plant, machinery and equipment owned by the Lessor in or on the Premises.

Principal Contractor means the person appointed as principal contractor under the WHS Regulation.

Regulatory Requirements means a requirement or obligation (whether express or implied) under a Law, code of practice or a policy, plan, notice or order made under a Law.

Relocation Day has the meaning given to that term in clause 13.7(c).

Relocation Notice means the notice provided by the Lessor to the Lessee in accordance with clause 13.7(c).

Remediate or Remediation has the meaning given in the EPA and includes the investigation, clean-up, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination, the monitoring and risk management of any Contamination and making good any Environmental Harm.

Rent means the amount stated in Item 7 of the Lease Particulars, subject to review under this Lease.

Rent Review Dates means the dates stated in Item 8 of the Lease Particulars.

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RPEQ means a practicing engineer registered with the Board of Professional Engineers of Queensland.

Rules means the Seqwater Rules set out in Schedule 1.

SMP means any work health and safety management plan (including site rules) prepared and maintained by the Lessor under the *Work Health and Safety Act (2011)* (Qld) and *Work Health and Safety Regulation 2011* (Qld) and amended from time to time.

Services means all electricity, communications, telephone, data, gas, water, sewerage, refuse, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services cleaning or any other service or utility.

Term means the period commencing on the Commencement Date and ending on the Expiry Date unless terminated earlier in accordance with this Lease.

Unlawful Environmental Harm has the meaning given to that term in the EPA.

WHS Act means the *Work Health and Safety Act 2011* (Qld).

WHS Regulation means the *Work Health and Safety Regulation 2011* (Qld).

1.2 Interpretation

In this Lease:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the following rules apply unless the context requires otherwise:
 - (i) **(consent)** in any case where the Lessee requires the Lessor's consent, that consent must be in writing and unless otherwise specified, may be provided or refused, or provided subject to conditions, in the Lessor's sole discretion;
 - (ii) **(gender)** words importing any particular gender include both genders;
 - (iii) **(implied covenants)** if any provision of this Lease conflicts with the covenants implied by the *Land Title Act 1994* (Qld) or the *Property Law Act 1974* (Qld), the provisions of this Lease will prevail to the extent necessary to resolve the inconsistency;
 - (iv) **(person)** the word person includes any individual, body politic, a corporation and a statutory authority, other body or association (incorporated or unincorporated) or joint venture, a partnership or trust;
 - (v) **(document)** a reference to a document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
 - (vi) **(plurals)** words importing the singular number include the plural and vice versa;
 - (vii) **(severability)** if any provision of this Lease is found to be unenforceable, it must be removed from this Lease without affecting the remaining provisions;
 - (viii) **(statutes and regulations)** references to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes all amendments, consolidations, re-enactments and replacements;
 - (ix) **(lessees severally bound)** if there is more than one entity named as the Lessee, each entity is jointly and severally bound to comply with the Lessee's obligations under this Lease;

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- (x) **(Moratorium negated)** any moratorium or other act whether state or federal extending the term, reducing or postponing payment of Rent, providing compensation rights or privileges at the expense of the Lessor or otherwise affecting the operation of this Lease will not apply to this Lease;
- (xi) **(includes)** in any form is not a word of limitation;
- (xii) a reference to \$ or dollar is to Australian currency;
- (xiii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (xiv) references to recitals, clauses, schedules or annexures are to recitals, clauses, schedules or annexures of or to this document (unless the context otherwise provides); and
- (xv) no rule of construction will apply to a provision of this agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

2. Lease

2.1 Grant of Lease

- (a) The Lessor grants to the Lessee, and the Lessee accepts, a lease in respect of the Premises on the terms set out in this Lease.
- (b) The Lease is for the Term.

2.2 Lessee's Acknowledgement

- (a) The Lessee acknowledges that:
 - (i) the Lessor is a:
 - (A) Statutory Authority of the Queensland Government established under the *South East Queensland Water (Restructuring) Act 2007 (Qld)*; and
 - (B) registered service provider of critical infrastructure in South East Queensland;
 - (ii) the Lessor uses the Land for the supply of drinking water and/or catchment management purposes for the general public in accordance with a Drinking Water Quality Management Plan and the Lessee must not, when assessing and using the Land or the Premises, do anything which in any way poses a risk of Contamination of the water in, on or near the Land. Where the Lessee causes Contamination to any waters, this Lease may be terminated by the Lessor by notice under clause 13.3;
 - (iii) the Premises is located within a key operational and/or catchment of the Lessor and the Lessor operates a 24 hour utility business on the Land;
 - (iv) the Lessee occupies the Premises at its own risk;
 - (v) due to the nature of the Lessor's operational, catchment and strategic activities, the Lessee and/or the Premises may experience power or electrical outages associated with the Lessor's operations and other activities;
 - (vi) the Lessor may restrict or temporarily prohibit access to the Premises:
 - (A) for safety or operational (including maintenance) reasons;

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- (B) to protect people and property in the event of a natural disaster or for emergency response purposes;
- (vii) the Premises may become inundated by water; and
- (viii) the Lessor may require the Premises for future use in accordance with its operational, strategic or other planning.
- (b) The Lessor makes no promise, representation or warranty in relation to:
 - (i) the Premises (including whether or not it is free from defects or is safe, fit, suitable or adequate for the Permitted Use or any other use);
 - (ii) the residual life of the Lessor's Improvements;
 - (iii) the suitability of this Lease for the Permitted Use;
 - (iv) the facilities or Services (including electrical) in or available to the Premises or the Land;
 - (v) the capacity of any part of the Premises;
 - (vi) any additional space being made available to the Lessee in or near the Premises or the Land.
- (c) The Lessee has satisfied itself that the Premises is suitable for the Permitted Use.
- (d) Except where expressly provided for in this Lease, the Lessee has no right to object to or make any Claim against the Lessor in connection with the matters in this clause 2.2.
- (e) The Lessee acknowledges that where there is an inconsistency between the provision of this document and the Lease, the provision of this document prevail.

2.3 Renewal

- (a) Subject to this clause 2.3, the Lessee may require the Lessor to grant the Lessee an extension of the Lease for a term stated in Item 6 of the Lease Particulars.
- (b) To be able to exercise an option to renew this Lease, the Lessee must:
 - (i) give notice of its exercise of the option to renew this Lease to the Lessor at least 6 months but no more than 9 months before the end of the Term; and
 - (ii) not be in breach of any term of this Lease at the time it gives the notice in clause 2.3(b)(i).
- (c) The extension of this Lease following the exercise by the Lessee of an option to renew this Lease will be on the same terms as this Lease except for the following amended terms:
 - (i) the Term will be extended by the renewed term stated in Item 6 of the Lease Particulars and such renewed term will be deleted from Item 6 of the Lease Particulars;
 - (ii) any additional or revised terms that the Lessor considers are reasonably necessary having regard to any change to the Law or the Lessor's operational requirements;
 - (iii) the commencement date of the renewed term will be immediately after the Expiry Date;
 - (iv) the expiry date will be the date that is the last day of the renewed term;

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- (v) the rent payable during any renewed term will be calculated in accordance with clause 4.2; and
- (vi) clause 2.3 will be deleted unless Item 6 of the Lease Particulars refers to a further renewed term.
- (d) If the Lessee exercises an option to renew this Lease, the parties will sign, at the Lessee's cost:
 - (i) if the lease for the renewed term is to be registered, a Form 13 Amendment; or
 - (ii) otherwise, a deed of extension.
- (e) If clause 2.3(d)(i) applies, the Lessor will arrange for the registration of the Form 13 Amendment. All registration and duty costs must be paid by the Lessee.

2.4 Holding over

If the Lessee, with the Lessor's written consent, remains in possession of the Premises after the Expiry Date without demand for possession by the Lessor, the Lessee will hold the Premises on a three monthly tenancy at the same Rent payable prior to the Expiry Date (subject to review of the Rent in accordance with clause 4.2). The three monthly tenancy will:

- (a) be determinable at any time by either the Lessor or the Lessee giving the other party three months' notice; and
- (b) continue on the same terms and conditions as this Lease, so far as they can be applied to the three monthly tenancy.

2.5 Use of the Premises

- (a) The Lessee must only use the Premises for the Permitted Use.
- (b) The Lessee must carry out the Permitted Use in a proper, orderly and businesslike manner.
- (c) The Premises (or any part of them) must not be used as sleeping quarters, lodging rooms or for any residential purposes.
- (d) The Lessee shall use the Premises for the purpose of developing and operating the:
 - (i) Airfield for general use by members of the public properly qualified to make use of public airfields;
 - (ii) Air Park with provision for the housing of aircraft in hangars and for club house and other facilities for persons entitled to use the Air Park facilities. The Lessee shall carry out such development and activities in a proper and workmanlike manner and shall at its own expense observe and comply with all requirements of every local, public or Health Authority and or all by-laws, regulations and ordinances for the time being in force and the covenants and conditions of this Lease with respect to the development and activities.
- (e) Provided that:
 - (i) the Lessee shall not allow the construction or operation of stables piggeries or other intensive farming of any nature;
 - (ii) the Lessor expressly reserves its right to prescribe maximum stock levels in the area from time to time;

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- (iii) the Lessee shall not cultivate the Premises or improve pastures without the Lessor's consent first had and obtained; and
- (iv) the Lessee shall ensure that all domestic pets on the demised premises are adequately restrained at all times.

3. Lessee's Obligations

- (a) The Lessee must not:
 - (i) use or apply to the pasture or treat the soil with any chemical or fertilizer other than excreta produced by domestic farm animals;
 - (ii) use or apply any herbicide pesticide or chemical to eradicate any noxious weeds or plants;
 - (iii) set baits with any poison or toxic substance or chemical to eradicate any feral animals or other animals whether or not such animals are causing nuisance or damage;
 - (iv) dip cattle on the Premises;
 - (v) use the waters of the Dam for irrigation purposes or any other purpose except for access to stock for watering purposes;
 - (vi) affix, paint, exhibit or operate nor allow to be affixed, painted, exhibited or operated upon any portion of the demised Premises any advertising sign, bill, placard, notice or poster;
 - (vii) allow any person or persons access to or use of the dam and/or surrounding lands for any use including fishing, boating, camping recreational or otherwise;
 - (viii) ringbark out or remove any timber from nor quarry, mine or excavate upon the Premises nor remove or deal with any stone gravel sand or other material of whatsoever nature on or from the Premises,without the consent of the Lessor in writing.
- (b) And should the Lessor's consent to any of the aforementioned procedures be forthcoming then at the Lessor's election the aforementioned procedures shall only be performed under the supervision of and at the direction of the Lessor's Chief Ranger or such other person as the Lessor may require.
- (c) Upon this or any sub-lessee licensee or other occupier claiming by through or under the Lessee receiving any notice from any statutory public or local authority with respect to the demised Premises forthwith give notice in writing thereof to the Lessor.

4. Rent

4.1 Rent

- (a) The Lessee must pay the Rent to the Lessor annually in advance on the Commencement Date and on each anniversary of the Commencement Date during the Term, without demand, set-off or deduction.

4.2 Rent Review

- (a) From each Rent Review Date specified in Item 8 of the Lease Particulars, the Lessor will increase the Rent payable by the Lessee by the Rent Review Percentage specified in Item 9.

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- (b) The annual rental shall be reviewed at the end of each Lease year by the amount derived by multiplying the annual rental for the previous lease year by a fraction obtained by dividing the index number as determined immediately prior to the lease year under review by the index number as determined immediately prior to the commencement of the term hereby reserved provided that the rent determined under this clause shall never be less than the rent for the last preceding year disregarding any abatement of the rent which may have been allowed to the Lessee in that lease year.
- (c) The expression "index number" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics.
- (d) The annual rental amount may be further reviewed at the end of each five (5) year period of this lease the first such period commencing from the date of commencement by valuation from a registered valuer.

4.3 Interest

If the Lessee does not pay any amount payable under this Lease to the Lessor when it is due, the Lessee must following a demand that payment is now due pay interest on that amount from when the amount becomes due until it is paid in full. Interest is calculated at a rate equal to the current Commonwealth Bank indicator lending rate (or a similar rate reasonably selected by the Lessor, if the Commonwealth Bank rate is not published) plus 2% on that amount.

5. Outgoings

5.1 Lessee to pay Lessee's Proportion of Outgoings

In addition to Rent and the other payments required under this Lease, the Lessee must duly and punctually pay and discharge all rates, fire service levies, charges and assessments levied or made by the Local Authority and by all other duly constituted authorities or statutory bodies in respect of the demised Premises for any period during the said Term and proportionately for part thereof including charges for gas and electric light and power water and excess water charges (if any) supplied to the Lessee at the demised Premises and if the Lessee makes default in payment thereof it shall be optional for the Lessor to pay the same and in addition to the Lessor's other remedies in respect thereof the Lessee will refund the amount thereof to the Lessor immediately upon demand and if at the end of the said Term the rates charges and assessments for the current year or other year be not known then the Lessee shall pay the Lessor a proportion calculated on the basis of the rates charges and assessments for the previous year or other period.

5.2 Estimate of Outgoings

The Lessor may, but shall not be obliged to, give the Lessee an estimate of Outgoings for:

- (a) the Financial Year that includes the Commencement Date, at the Commencement Date; and
- (b) any other Financial Year during the Term, by no later than one calendar month before the commencement of that Financial Year.

5.3 Instalments of Estimated Outgoings

If the Lessor gives the Lessee an estimate of Outgoings, the Lessee must pay instalments of the Lessee's Proportion of Outgoings as estimated under clause 5.2, at the time and in the manner that it is required to pay instalments of Rent under clause 4. Otherwise, the Lessee must pay the Outgoings within 10 Business Days of demand by the Lessor.

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5.4 Actual Outgoings

The Lessor will give the Lessee a calculation of actual Outgoings for each Financial Year during the Term, and after the end of the Financial Year.

5.5 Adjustment

If the Lessor's estimate of Outgoings for a Financial Year does not equal the actual Outgoings for that Financial Year:

- (a) the Lessee must either pay any shortfall within 30 days after the Lessor provides notice of its calculation to the Lessee or offset any overpayment of Outgoings in the next instalment of estimated Outgoings that is payable under this Lease; or
- (b) if there are no further instalments of estimated Outgoings payable the Lessor must refund any overpayment of Outgoings within four months after the end of the Financial Year.

5.6 Variation to Lessee's Proportion

If the Lessor makes any additions or modifications to the Land, or any other change occurs which affects the proportion that the area of the Premises bears to the whole of the Land or the manner in which Outgoings are calculable with respect to the Premises, the Lessor may recalculate the Lessee's Proportion and notify the Lessee of the new Lessee's Proportion, which amount shall become the Lessee's Proportion for the purposes of this Lease.

6. Services and Lessee's Works

6.1 Electricity

- (a) For the purposes of carrying out the Permitted Use and for the Term, the Lessee:
 - (i) must, at its cost, provide its own electrical supply to the electrical grid at its own cost;
 - (ii) must ensure that electrical supply can be isolated and that the location of the isolation point is in a position that is accessible by the Lessor for the purposes described in clause 6.1(c); and
 - (iii) is directly accountable to the relevant authority for payment of electricity consumed by it.
- (b) The Lessor has no obligation to provide an electrical supply or any connection to an electrical supply to the Premises, and the Lessor shall not be responsible for any cost or expense of connecting or providing electricity to the Premises.
- (c) The Lessee must not cause, permit, or suffer to be done any interference to the Lessor's electrical supply. If any such interference is caused, the Lessor reserves the right to isolate the Lessee's electrical supply and, in that case, will give notice of not less than twenty-four (24) hours to the Lessee, except in cases of emergency when no notice will be required.
- (d) The Lessee must provide the Lessor with a description of the method by which the Lessee's electrical supply will be connected on the Premises and showing any cabling through the Premises and/or the Land, which must be submitted to the Lessor for approval before any works to provide or connect the electrical supply commence. For clarity, all such work must comply with clause 6.4.
- (e) Except to the extent otherwise provided by this Lease:
 - (i) the Lessor will not be liable to the Lessee or any other person for any Claims suffered or incurred by the Lessee or any other person for failure of any supply of electricity to the

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Premises, and the Lessee releases the Lessor from all such Claims to the fullest extent permitted by Law; and

- (ii) the installation, use and maintenance of any electrical supply in or about the Premises is at the Lessee's sole risk.
- (f) The Lessee must pay to the Lessor any costs incurred by the Lessor under this clause 6.1 as a liquidated debt due and payable on demand.

6.2 Charges for outgoings and Services

- (a) The Lessee must, at its cost, arrange for the supply of Services to the Premises.
- (b) The Lessee must pay the cost of all Services used or consumed by the Lessee in or on the Premises:
 - (i) if the Services are supplied (in whole or part) by or to the Lessor, to the Lessor within 10 Business Days of receiving an invoice for that cost from the Lessor; or
 - (ii) if the Services are supplied by an entity other than the Lessor, directly to, and as and when required by, that entity.
- (c) For clause 6.2(b), a Service consumed by the Lessee includes any cleaning or refuse service supplied by a local government exclusively for the Premises.
- (d) The Lessee must pay any rates, taxes, charges, assessments, outgoings and impositions (whether parliamentary, municipal or otherwise and whether assessed charged or imposed by or under Laws or by Federal, State or Local authorities and whether on a capital, revenue value or any other basis and even though of a novel character) which are assessed, charged or imposed in respect of the Premises.
- (e) Despite any implication or rule of law to the contrary, the Lessor will not be liable to the Lessee in any circumstances for any loss or damage suffered by the Lessee for any malfunction, failure to function or interruption of, or to, the Services or any of the associated appurtenances contained in the Premises, and the Lessee releases the Lessor from all such Claims to the fullest extent permitted by law.

6.3 Complying with Laws and obtaining Approvals

- (a) The Lessee must, at its own cost:
 - (i) comply on time with the requirements of all Laws, Approvals and Regulatory Requirements relating to the Permitted Use and the Premises;
 - (ii) where the Lessee receives a notice or order from any Authority requiring compliance with any Laws, Approvals or Regulatory Requirements, promptly provide a copy of that notice to the Lessor and thereafter advise the Lessor of the steps taken by the Lessee to comply with that notice; and
 - (iii) obtain and keep current all Approvals for the Permitted Use or the doing of anything under the Lease and, if requested by the Lessor, promptly give copies of those Approvals to the Lessor.

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6.4 Lessee's Works

- (a) The Lessee must submit for the Lessor's approval, before the construction or installation of any improvement, alteration or works (including electrical supply works) on the Premises or the Land (**Lessee's Works**):
- (i) plans (including layout plans) and specifications in reasonable detail so as to specify the nature and extent of the Lessee's Works proposed;
 - (ii) a timeline for the construction of the Lessee's Works;
 - (iii) full detailed drawings which includes the location of underground Services, cabling and other equipment and/or infrastructure;
 - (iv) particulars of the materials to be used; and
 - (v) any other information reasonably requested in writing by the Lessor to assess the application for approval.
- (b) In relation to any submission for approval of the Lessee's Works:
- (i) the Lessor may provide consent, with or without conditions, in the Lessor's sole discretion;
 - (ii) if the Lessor provides its consent, the Lessor shall not be in any way liable to the Lessee for any loss, damage or expense whatsoever which the Lessee may suffer or incur arising directly or indirectly from any fault or deficiency whatsoever in such plans and specifications or any construction or installation made in accordance with the plans and specifications;
 - (iii) without limitation to clause 6.4(b)(i), the Lessor may refuse its consent to the Lessee's Works where the Lessee's Works will:
 - (A) adversely affect any infrastructure owned by the Lessor;
 - (B) adversely affect the operations of the Lessor on the Land or any adjoining land or waterway, body of water or watercourse;
 - (C) restrict or limit the current or proposed use, operations or activities of the Lessor or any other lessee or licensee of the Lessor on the Land or any adjoining land or waterway, body of water or watercourse; and/or
 - (D) adversely affect the water quality of any waterway, body of water or watercourse.
- (c) The Lessee must carry out the Lessee's Works:
- (i) in a proper and workmanlike manner in accordance with the highest standards of industry practice;
 - (ii) at its own risk and cost;
 - (iii) using materials which are fit for their purpose;
 - (iv) so as to ensure that the Lessee's Works comply with this Lease and any relevant Approvals and all Laws and Regulatory Requirements;
 - (v) so as to ensure that the Lessee's Works are fit for purpose; and
 - (vi) using appropriately qualified and insured contractors.

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- (d) The Lessee must, whenever requested by the Lessor, provide evidence satisfactory to the Lessor of the Lessee's compliance with this clause 6.4 and pay the Lessor's costs, charges and expenses in connection with:
- (i) considering and/or consenting to the Lessee's Works. The Lessor's costs may include costs for any special additional or unusual Services provided to the Lessee; and
 - (ii) any alterations, repairs, upgrades or maintenance to the Premises or Land or to the appurtenances in the Premises or Land, required in connection with or as a result of the Lessee's Works.

6.5 Certification by RPEQ

- (a) Where the Lessee proposes to install, modify or replace Lessee's Works which is or will be attached to Lessor's Improvements, the Lessee must at its cost:
- (i) prior to the Lessee's Works commencing; and
 - (ii) immediately after completion of the Lessee's Works,
- provide the Lessor with an engineering assessment of the Lessor's Improvements certified by a RPEQ confirming the Lessor's Improvements are not structurally impacted by the Lessee's Works, and that the Lessee's Works do not:
- (iii) impede the Lessor's ability to use the Lessor's Improvements for the Lessor's purposes; or
 - (iv) otherwise interfere with the Lessor's Improvements.
- (b) Notwithstanding any approval for the Lessee's Works given by the Lessor to the Lessee, either explicit or implied, where any part of the Lessee's Works requires drilling into any concrete structure owned by the Lessor, the Lessee will, at its cost, prepare drawings certified by a RPEQ depicting the Lessee's Works to the satisfaction of the Lessor. The Lessee must ensure, to the satisfaction of the Lessor, that:
- (i) any reinforcement bars in the concrete structure must be located and identified in the drawings;
 - (ii) any drilling must be kept away from the reinforcement bars;
 - (iii) any penetration of any concrete structure must be epoxy coated to protect reinforcement from corrosion (even if the reinforcing is not actually exposed by the penetration); and
 - (iv) all masonry fixings must be protected from corrosion.
- (c) The Lessee must provide the Lessor with as constructed drawings for the Lessee's Works (whether the Lessee's Works involve drilling or not) within 20 Business Days after the completion of the Lessee's Works. The as constructed drawings must be certified by a RPEQ and provided to the Lessor in PDF and Auto-CAD formats.

6.6 Completion of Lessee's Works

Upon completion of the Lessee's Works, the Lessee must:

- (a) provide the Lessor evidence of structural certification by a RPEQ not more than 10 Business Days following completion of the Lessee's Works;

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- (b) remove all rubbish and other waste from the Land associated with the Lessee's Works in accordance with clause 7.3; and
- (c) promptly from the date of completion, arrange and attend a completion meeting on the Land with a representative of the Lessor to inspect the Lessee's Works.

6.7 Rectification of defects

- (a) At its cost, the Lessee must remedy any defect or damage caused by the Lessee or the Lessee's Personnel to the Land or the Lessor's Improvements in the exercise or performance of the Lessee's Works under clause 6.4 upon notice from the Lessor. The notice must:
 - (i) identify the damage or defects caused by the Lessee or its employees, agents, consultants, contractors or subcontractors; and
 - (ii) state the timeframe in which the Lessee must rectify the damage identified,**(Defects Notice).**
- (b) The Lessee must rectify any damage or defects identified in the Defects Notice to the satisfaction of the Lessor within 10 Business Days from the date of the Defects Notice.
- (c) If the Lessee does not comply with the Defects Notice, the Lessor may (at its election) rectify the damage or defect/s, the cost of which is recoverable from the Lessee as a liquidated debt.

6.8 Underground/Buried Services

- (a) Where underground Services are laid by the Lessee, the Lessee must lay appropriate underground identification tape over the underground Services halfway between the Service and the ground surface in the trench to the satisfaction and requirements of the Lessor. Utility marking posts must be used in the fence line.
- (b) If requested by the Lessor, the Lessee will, at its cost, remove and relocate any underground Services where required due to any matters in or arising from or in connection with the matters contained in clause 2.2(a).

6.9 Inundation, safety etc.

- (a) If the Lessor requires the Premises or any part thereof to be inundated during the Term, the Lessee must remove any improvements or other property on that part of the Premises subject to inundation before that area of the Land is inundated. The Lessor is not responsible for any loss or damage sustained by the Lessee as a result of varying water levels and/or any inundation of the Premises and the Lessee releases the Lessor from any Claim arising in that respect to the fullest extent permitted by Law.
- (b) The Lessor may by notice to the Lessee require the Lessee to cease the Lessee's Works if the Lessor has a reasonable concern that the Lessee's Works may cause or contribute to an unreasonable or material risk to the Environment, or to health and safety or may adversely affect the Lessor's Improvements and/or operations on the Land or cause damage to the Lessor's Improvements (**Unsafe Work**).
- (c) Upon receipt of a notice pursuant to clause 6.9(b), the Lessee must promptly rectify the Unsafe Work to the satisfaction of the Lessor before proceeding with the Lessee's Works.

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6.10 Principal Contractor

- (a) If the Lessee's Works are a construction project within the meaning of the WHS Act, the Lessee accepts appointment as the Principal Contractor, unless the Lessee appoints a contractor as Principal Contractor for that purpose. The Lessee must, or where the Lessee appoints a contractor as Principal Contractor must ensure that the contractor;
 - (i) acknowledges that it has control of the Premises; and
 - (ii) pays all fees and charges payable under the WHS Act and WHS Regulation in connection with the execution of the Lessee's Works.
- (b) From the Commencement Date, the Lessee indemnifies and agrees to keep indemnified the Lessor against all liabilities which may be imposed under or which may arise out of enforcement of any provision of the WHS Act or WHS Regulation as a result of any breach of same by the Lessee or the Lessee's Personnel.
- (c) The Lessee must notify the Lessor of every:
 - (i) work-related illness or work injury that occurs on, in or above the Land or any adjoining or adjacent land as soon possible after the occurrence; and
 - (ii) serious bodily injury including death that occurs on, in or above the Land or any adjoining or adjacent land immediately.

6.11 Environment

- (a) The Lessee must:
 - (i) comply with all Environmental Laws;
 - (ii) not cause Unlawful Environmental Harm or Environmental Nuisance; and
 - (iii) not cause Contamination of the Premise or the Land or contamination to any other land or part of the Environment emanating from the Premises or the Land.
- (b) The Lessee is responsible for, and must Remediate, any Contamination and/or Environmental Harm to the Premises or the Land or to any other land or part of the Environment emanating from the Premises or the Land caused by the Lessee or the Lessee's Personnel.
- (c) If the Lessee encounters or causes any Contamination or Environmental Harm to the Premises or the Land, or to any other land or part of the Environment emanating from the Premises or the Land the Lessee must:
 - (i) give notice to the Lessor providing details of the Contamination or Environmental Harm; and
 - (ii) where the Contamination or Environmental Harm has been caused by the Lessee or the Lessee's Personnel, ensure that the Contamination or Environmental Harm is contained and the Contaminated area or Environmental Harm is Remediated as soon as practicable, at the Lessee's cost.
- (d) The Lessee indemnifies and shall keep indemnified the Lessor from and against all Claims incurred or suffered by or brought or made or recovered against the Lessor in respect of any Contamination or Environmental Harm or any escape or release of a Contaminant caused or contributed to by the Lessee or the Lessee's Personnel or arising from or in relation to the use of the Premises or the Land by the Lessee or the Lessee's Personnel.

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6.12 Maintenance

(a) The Lessee must:

- (i) maintain the Premises in a clean and tidy condition (including the removal of rubbish, vermin and graffiti);
- (ii) maintain the Premises, the Lessor's Property in the Premises and the Lessee's Property in good and tenable repair and condition, equivalent to their repair, order and condition at the Commencement Date, fair, wear and tear, fire, explosion, flood, storm, force majeure, riot, civil commotion or war excepted;
- (iii) keep maintenance contracts in relation to the Services within the Premises current with a recognised maintenance company approved by the Lessor and produce a copy of those contracts along with the service reports and evidence of currency to the Lessor when requested to do so;
- (iv) ensure all fire safety equipment and installations in the Premises including sprinkler systems, hose reels, extinguishers, blankets and signage are regularly inspected, maintained and serviced in accordance with manufacturer's specifications and applicable Laws from time to time, including the upgrading or installation of any fire safety equipment and installations as required by Law from time to time, and provide Occupier's Statements as required by section 55A of the *Building Fire Safety Regulation 2008* (Qld);
- (v) keep all drains within the Premises clear and free of debris;
- (vi) repair or replace any broken glass within the Premises or forming the boundary of the Premises;
- (vii) repair the Premises where damage is caused to the Premises by the Lessee or the Lessee's Personnel; and
- (viii) maintain or replace, at its own cost, to the requirements, specification and satisfaction of the Lessor all fences on the Premises (irrespective of whether erected by the Lessor or the Lessee or existing on the Premises as at the Commencement Date).

(b) Despite any other clause in this Lease, the Lessee is not obliged to:

- (i) make structural alterations, additions or repairs to the Premises; or
- (ii) install or replace capital items,

unless they are required because of:

- (iii) the Lessee's breach of this Lease, negligence or deliberate act or omission or that of the Lessee's Personnel;
- (iv) the Lessee's Property, the Lessee's installation or removal of Lessee's Property or any alterations to the Premises; or
- (v) an express obligation under this Lease to make good damage to the Premises.

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7. Use of Premises

7.1 Ownership

The Lessee's Property shall be and remain the property of the Lessee notwithstanding that any part or parts thereof may be or become affixed to the Premises or to the Land.

7.2 Yield Up

On or before the Expiry Date, or where the Lessor consents to the Lessee holding over in accordance with clause 2.4 the expiry of the holding over period, the Lessee must:

- (a) vacate the Premises and leave the Premises in good repair and condition in accordance with clause 6.12;
- (b) unless otherwise approved by the Lessor, remove the Lessee's Property, and repair any damage or disturbance to the Premises caused by their installation or removal, to the condition in which the Premises existed at the Commencement Date (fair wear and tear excepted); and
- (c) without limitation to the generality of the foregoing, where required by the Lessor:
 - (i) remove any improvements, fencing, plant, equipment or other property of the Lessee erected on or located on the Premises;
 - (ii) reinstate any Services to the Premises to their condition and configuration prior to the Lessee taking possession of the Premises or any predecessor in title of the Lessee;
- (d) undertake any additional works required:
 - (i) for the Lessee to comply with its obligations under this Lease;
 - (ii) by the Lessor as a condition of consent to the Lessee undertaking works to the Premises.

7.3 General use of the Premises

The Lessee must:

- (a) subject to (if applicable) clause 6.4:
 - (i) not construct or make any improvements or alterations on or to the Land, including the Premises, without the Lessor's prior consent. If in the opinion of the Lessor, any of the Lessee's Works will or may interfere with or obstruct the Lessor's operational requirements, the Lessor may direct the Lessee to rectify such interference or obstruction; and
 - (ii) not break, drill into or affix Lessee's Works to, any improvements or infrastructure on the Premises, without the Lessor's prior consent;
- (b) subject to any licensed area, not use any part of the Land that is not within the Premises for the Permitted Use;
- (c) not bring onto the Premises anything that is inconsistent with the Permitted Use;
- (d) remove its rubbish and other waste from the Premises on a regular basis;
- (e) keep the Lessee's Property on the Premises in good working order and repair;

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- (f) not interfere with the Lessor's Improvements or any public utility or infrastructure (including the operation of any public utility or infrastructure) on the Land;
- (g) promptly make good, to the Lessor's satisfaction, any damage caused to the Land, including any improvements or infrastructure on the Land by the Lessee. If the Lessee does not promptly rectify the damage, the Lessor may itself or by others have the damage rectified and the actual costs of doing so will be a debt due and payable by the Lessee to the Lessor on demand;
- (h) not obstruct, or interfere with, any:
 - (i) other lawful use or user of the Land; or
 - (ii) road or thoroughfare on the Land;
- (i) without limiting clause 7.3(h), comply with any rules made by, or directions of, the Lessor about the use of the Premises or any licenced area, any road, thoroughfare or common area on the Land or a route to be used by the Lessee in accessing the Premises;
- (j) not do anything on, or in respect of the Premises or the Land, that will cause a nuisance or danger to any other person, provided that the carrying on of the Permitted Use from the Premises in a manner which is lawful and otherwise in compliance with this Lease will not, of itself, constitute a breach of this clause 7.3(j);
- (k) not erect any signs (including advertising signs) on, or attach any signs to the Land or the Premises (including the Lessee's Property on the Premises), except any signs required to be installed by Law (including safety signs) or in accordance with this Lease;
- (l) not, except in the ordinary course of undertaking the Permitted Use, use any flammable or chemical substance on the Premises; and
- (m) not take any stone, gravel, sand or other quarry material from the Premises, except:
 - (i) with the Lessor's prior consent; and
 - (ii) in accordance with all Laws and Regulatory Requirements;
- (n) not erect fencing on the Land without the prior written consent of the Lessor;
- (o) erect fencing on the Premises at its cost where the Lessor considers it necessary or appropriate for the Permitted Use;
- (p) not use, apply, distribute or spray on or over the Premises any chemical fertiliser, insecticide, pesticide, herbicide or weedicide by aerial application or by any means without the prior written consent of the Lessor;
- (q) not burn off the Premises without the prior written consent of the Lessor (with any such request for consent to be provided to the Lessor for its determination at least fourteen (14) Business Days prior to the requested burn off);
- (r) not store or use chemicals, inflammable liquids, acetylene, gas, alcohol or volatile or explosive substances on the Premises without the Lessor's prior written consent;
- (s) not do or permit any excavation, earthworks, or change to the surface level of the Premises without first obtaining the prior written consent of the Lessor;
- (t) not camp or permit camping on the Premises;

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- (u) not to swim or permit swimming in any waters adjoining the Premises unless it is designated as a public swimming area by the Lessor or otherwise where it has the written approval of the Lessor;
- (v) not to launch or permit the launching of vessels and watercraft from the Premises, other than from any existing designated and approved boat ramps or launching points (if any), without the prior written approval of the Lessor, which may be given or withheld, or given subject to conditions, in the Lessor's absolute discretion; and
- (w) not to keep or allow the keeping of Livestock within the Premises except to the extent specifically authorised as part of the Permitted Use in writing by the Lessor or permitted under this Lease.

8. Access

8.1 Safety, Access and Use Protocols etc.

- (a) The Lessee must comply with the Lessor's nominated procedures, protocols and other arrangements including any SMP, and its training and security requirements for the Land. The Lessee indemnifies the Lessor in respect of any reasonable cost, expense or charge incurred by the Lessor in providing such access to the Lessee pursuant to a procedure, protocol, arrangement or requirement applying under this clause 8.1(a). To comply with a Lessor's requirement for safety, the Lessor may temporarily or permanently prevent the Lessee and any other person from accessing the Land and/or the Premises.
- (b) The Lessee must provide the Lessor with a copy of the Lessee's work, health, safety and environment and other policies and procedures (**Policies**) as amended from time to time, that relate to the Lessee carrying out the Permitted Use on the Premises. The Lessee must promptly (and at its cost) address any concerns, amendments or queries the Lessor may have with respect to the Policies.
- (c) The Lessee must undertake all site inductions required by the Lessor from time to time prior to accessing the Land.

8.2 The Lessor's operations

The Lessor will act reasonably to notify the Lessee of any planned operations or activities that may affect the Permitted Use. The Lessee agrees and acknowledges that the Lessor will not be liable to the Lessee for any loss or damage suffered or incurred by the Lessee in connection with the Lessor's operational activities or statutory functions and releases the Lessor from any such Claims.

8.3 Keys

If the Lessee misplaces, loses or fails to supply evidence of possession of a key issued to the Lessee by the Lessor, the Lessor may change locks and security mechanisms to secure any means of access to the Land or the Premises (and any other premises owned or operated by the Lessor that are affected or put at risk by the misplacement, loss or failure of the Lessee to supply evidence of possession of a relevant key). All costs associated with changing locks and security mechanisms under this clause 8.3 will be the responsibility of the Lessee.

8.4 General

The Lessee must observe and comply with:

- (a) Laws concerning:
 - (i) the Land and the Premises;
 - (ii) the Lessee's use of the Land and the Premises; and

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- (iii) the Rules.
- (b) any Regulatory Requirements or direction given to the Lessee, or the Lessor which relate to the Lessee's use of the Land or the Premises, at the Lessee's own expense;
- (c) all directions given from time to time by the Lessor;
- (d) the requirements of the Lessor with respect to the operation and use of any machinery, plant or equipment within the Premises; and
- (e) any access protocols (whether written or verbal) notified by the Lessor to the Lessee whether under this Lease or otherwise, from time to time.

8.5 Interference with vegetation

The Lessee must not interfere with (including cut down, clear, remove, burn or otherwise destroy) any native vegetation on the Premises:

- (a) without the Lessor's prior consent; and
- (b) other than in accordance with any Laws and Regulatory Requirements.

9. Risk, indemnity and insurance

9.1 Risk

- (a) The Lessee:
 - (i) has made its own inquiries, investigations and exercised its own judgment about the suitability of the Premises and/or the Land for the Permitted Use and the Lessee's Works; and
 - (ii) before entering into this Lease, had an opportunity to obtain independent legal and financial advice in relation to its rights and obligations, and the restrictions, under this Lease.
- (b) Subject to this clause 9, the Lessee accesses the Premises and the Land, carries out the Permitted Use and exercises its rights and complies with its obligations and observes the restrictions under this Lease entirely at its own risk and cost.
- (c) The Lessor makes no warranty, nor has it made any representation to the Lessee, that:
 - (i) the Premises or the Land are suitable for the Permitted Use; or
 - (ii) any particular Service is or will be supplied to the Premises or the Land now or in the future.
- (d) The Lessor is not responsible to the Lessee for any act, omission, neglect, default or any non-observance of any lease or other right of occupation or use by any third party.
- (e) Subject to this clause 9, the Lessee has no Claim against the Lessor for any loss, damage, cost or expense suffered or incurred by the Lessee because of any malfunction, interruption to or failure to supply a Service to the Premises and/or the Land.
- (f) To remove any doubt, the Lessee is not entitled to be compensated by the Lessor, whether during or at the end of the Term, for any improvement made to the Land by the Lessee, except as required by Law.

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9.2 Indemnity

- (a) Subject to clause 9.4, the Lessee indemnifies the Lessor against any Claim (including legal fees, costs and disbursements on a full indemnity basis and whether incurred by or awarded against the Lessor) arising from or incurred in connection with:
 - (i) any act, omission or default of the Lessee or any person for whose conduct the Lessee is liable; and
 - (ii) loss or damage to property (including the Lessee's Property) or personal injury (including sickness and death) in connection with the use of the Premises, the Land or the performance or attempted or purported performance or non-performance of this Lease or a breach of this Lease by the Lessee or any defect in the Lessee's Property.
- (b) Each indemnity in this clause 9.2 is a continuing obligation, separate and independent from the other obligations of this Lease, and survives termination or expiration of this Lease.
- (c) It is not necessary for the Lessor to incur expense or to make any payment before enforcing a right of indemnity conferred by this clause 9.2.
- (d) The Lessee must pay on demand any amount it must pay under an indemnity in clause 9.2(a).
- (e) The indemnity granted in clause 9.2 is in addition to and not exclusive of any other remedies the Lessor may have against the Lessee at law.

9.3 Release

Subject to clause 9.4, the Lessee releases the Lessor from all Claims arising out of any accident, death, loss, damage or injury to any person or property in or about the Premises or the Land or otherwise in any way related to the Lessee's access to or use of the Premises and the Land.

9.4 Exceptions to Risk, Indemnity and Release

The releases and indemnities in clauses 9.1, 9.2 and 9.3 do not apply to the extent that any accident, death, loss, damage or injury to any person or property is caused or contributed to by the negligent act or omission or breach of this Lease by the Lessor.

9.5 Insurance

- (a) The Lessee must:
 - (i) during the Term, effect and maintain:
 - (A) public liability insurance in respect of the Premises:
 - (1) to at least the value stated in Item 12 of the Lease Particulars;
 - (2) unless notified to the contrary by the Lessor, noting the Lessor as an interested party under the relevant policy for their respective rights and interests in respect of the Lease;
 - (B) a comprehensive policy in respect of the Lessee's Property for its full insurable value against all usual risks; and
 - (C) plate glass insurance for any plate glass on the Premises for its replacement value; and

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- (D) any other insurance required by Law,
with a reputable insurer:
- (E) that is approved by the Australian Prudential Regulatory Authority; and
- (F) that is acceptable to the Lessor acting reasonably;
- (ii) provide the Lessor with a certificate of currency evidencing compliance with clause 9.5(a)(i), prior to the Commencement Date, on each anniversary of the Lease Year and also whenever the Lessee's insurance policy is renewed. The Lessee must provide the Lessor with any revised certificate of currency if its policies of insurance are modified or amended in any way that affects the Premises; and
- (iii) not do anything which may or is likely to cause the insurance required by clause 9.5(a)(i), or any insurance maintained by the Lessor in respect of the Land to be cancelled or which would or be likely to render such insurance policies void or unenforceable, or would result or be likely to result in coverage under such insurance policies being denied.
- (b) The Lessee must obtain and maintain, and ensure its subcontractors also obtain and maintain (for the duration of the Term), workers' compensation insurance in accordance with all Laws. The Lessee must give the Lessor a certificate of currency for that insurance policy prior to the Commencement Date, on each anniversary of the Commencement Date and also whenever the Lessee's insurance policy is renewed.

10. Restrictions

10.1 Reservations to the Lessor

- (a) The Lessor may at its own risk at all reasonable times and (except in case of an emergency) on giving the Lessee reasonable notice, enter the Premises to:
- (i) determine the Lessee's level of compliance with this Lease;
- (ii) effect alterations, remodelling or repairs to the Premises which may be required by law or under this Lease or any part of a building of which the Premises form part or on which the Premises are situated;
- (iii) erect, lay or install any matter or thing relating to any Service (including any future Service) for the Land;
- (iv) inspect, remove, install, maintain, alter or add to any water, gas, electrical, telephone, plumbing or other Services to all or part of the Land;
- (v) show them to prospective purchasers of the Premises;
- (vi) during the last year of the Term, any holding over, or any period when the Lessee is in default under this Lease, show them to prospective tenants; and
- (vii) comply with any Laws and requirements of any permits, approvals or consents required from any Authority for which the Lessee is not liable under the Lease.
- (b) If the Lessor enters the Premises under clause 10.1(a):
- (i) it must:

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- (A) not interfere with, or otherwise affect, the Lessee's property or the exercise of the Lessee's rights or the performance of the Lessee's obligations under this Lease, including the carrying on of the Permitted Use;
- (B) not cause any danger to:
 - (1) the health and safety of persons; and
 - (2) Lessee's Property; or
- (C) comply with any health and safety directions given by the Lessee in relation to the Premises; and
- (ii) the Lessee must not interfere with the Lessor or any person authorised by the Lessor to enter the Premises.

10.2 Grant of easements

- (a) The Lessor can dedicate, transfer, grant or create easements in favour of:
 - (i) owners, or occupiers of land adjacent to the Land; and
 - (ii) any public or other authority,on any terms it requires for any of the following purposes:
 - (A) providing access to or from the Land;
 - (B) providing access to or from land adjoining the Land;
 - (C) supporting structures erected on, or to be erected on, land adjoining the Land; or
 - (D) providing water, drainage, gas, electricity, telephone or electronic communications to the Land or to land adjoining the Land.
- (b) The Lessee's interest in this Lease is subject to the Lessor's rights in this clause 10.2.
- (c) The Lessor in exercising its rights under this clause 10.2 will not substantially and permanently interfere with the Lessee's rights under this Lease.
- (d) The Lessee will promptly and unconditionally consent to the registration of the easements referred to in clause 10.2 at the Lessor's reasonable cost provided clause 10.2(c) is complied with.

11. Assignment, Licences, Mortgages and Subleasing

- (a) Assignments and Licences. The Lessee must not assign this Lease, or part with possession or grant a licence of any part of the Premises or the Land without the Lessor's prior consent.
- (b) The Lessor will not unreasonably withhold its consent to an assignment of this Lease if:
 - (i) the Lessee provides evidence to the Lessor's satisfaction that the proposed assignee is:
 - (A) a respectable and financially responsible person;
 - (B) capable of complying with the terms of this Lease; and
 - (C) of at least the same covenant strength as the Lessee;

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- (ii) the Lessee pays all legal and other fees incurred by the Lessor in relation to:
 - (A) the investigation of the proposed assignee; and
 - (B) the proposed assignment;
 - (iii) the Lessee is not in breach of any provisions of this Lease;
 - (iv) the proposed assignee enters into a deed of covenant with the Lessor to observe the obligations of the Lessee under this Lease (including appointing the Lessor its attorney for the purposes of surrender of this Lease);
 - (v) in the case where this Lease is, or is to be, registered in the office of the Department of Natural Resources, Mines and Energy the assignee promptly registers the assignment of this Lease and provides confirmation of registration to the Lessor.
- (c) The deed of covenant referred to in clause 11(b)(iv) is to be:
- (i) on terms wholly satisfactory to the Lessor; and
 - (ii) prepared by the Lessor's solicitor at the Lessee's expense.
- (d) Where the Lessee is a corporation other than a publicly listed corporation or a statutory corporation, any change in:
- (i) the shareholding of the Lessee; or
 - (ii) the shareholding of any holding company of the Lessee,
- will be deemed to be an assignment of this Lease, requiring the prior consent of the Lessor.
- (e) The Lessor will give its consent to the deemed assignment where:
- (i) the Lessee is not in breach of any provisions of this Lease; and
 - (ii) the Lessee provides evidence to the Lessor's satisfaction that the Lessee will remain after the relevant change in shareholding, a respectable and financially responsible person capable of complying with the terms of this Lease.

11.2 Mortgages

The Lessee may not mortgage, charge or encumber its interest in this Lease, except the Lessee may grant a registered interest over all its assets.

11.3 Subleasing

- (a) The Lessee may, in addition to any other requirement under the Lease, only grant a sublease of the whole or any part of the demised premises under the Lease in accordance with the terms of the Deed of Consent to Sublease between the Lessor and the Lessee dated 15 March 2017 ("the Deed").
- (b) The Lessor hereby confirms that any consent provided prior to the execution of this Lease and pursuant to the Deed in respect of a sublease, is maintained in respect of this Lease.

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12. Lessor's obligations

12.1 Quiet enjoyment

Except as specifically provided for in this Lease, the Lessor warrants that the Lessee can use the Premises without any interruption by the Lessor.

12.2 Payment of rates and taxes

Except as specifically provided for in this Lease, the Lessor will pay all rates, taxes and charges assessed on the Land by the due date for payment.

13. Termination of Lease and relocation

13.1 Lessor may remedy Lessee's default

If the Lessee is in default of any of its obligations under this Lease, then after providing the Lessee with any notice required under this Lease, the Lessor may rectify that default. In rectifying any default pursuant to this clause 13.1, the Lessor must comply with clause 10.1(a). All costs incurred by the Lessor in rectifying the default will be a liquidated debt due and payable by the Lessee to the Lessor on demand.

13.2 Definition of default

The Lessee will be in default of this Lease if:

- (a) any instalment of the Rent or other money is not paid when due;
- (b) the Lessee has not complied with any of its other obligations under this Lease;
- (c) a receiver, manager, receiver and manager, trustee, administrator, or similar officer is appointed in respect of the Lessee or any asset of the Lessee;
- (d) a liquidator or provisional liquidator is appointed in respect of the Lessee;
- (e) an application (that is not withdrawn or dismissed within 7 days of being made) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed for the purpose of:
 - (i) appointing a person referred to in clauses 13.2(c) or 13.2(d);
 - (ii) winding up the Lessee; or
 - (iii) proposing or implementing a scheme of arrangement in respect of the Lessee;
- (f) any event occurs that would enable a court to grant a petition for the bankruptcy of the Lessee;
- (g) the Lessee enters into an arrangement with its creditors whereby the assets of the Lessee are subjected to the control of the Lessee's creditors;
- (h) the Lessee:
 - (i) admits in writing that it is;
 - (ii) is declared to be; or
 - (iii) is deemed under any applicable law, insolvent or unable to pay its debts; or

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- (i) the Lessee's interest in this Lease is attached or taken in execution under any legal process.

13.3 Forfeiture of Lease

If:

- (a) the Lessee is in default; and
- (b) the Lessee has not remedied that default within a reasonable time after service of any notice,
- the Lessor may:
- (c) determine this Lease by re-entering and taking possession of the Premises; or
- (d) determine this Lease by notice to the Lessee.

13.4 Damages for breach

- (a) In addition to any other rights of the Lessor, if the Lessee breaches an essential term the Lessor can:
- (i) recover damages from the Lessee as a result of any breach of an essential term; and
- (ii) recover damages from the Lessee if the conduct of the Lessee constitutes a repudiation of this Lease.
- (b) The Lessee indemnifies the Lessor from all and any Claim it may suffer arising out of a breach of an essential term of this Lease or as a result of the Lessee repudiating this Lease.

13.5 Effect of termination

- (a) If, for any reason, this Lease is terminated or otherwise ends (including under clause 13.7(g)(i)) the Lessee must:
- (i) deliver up the Premises to the Lessor in the order and condition required by clauses 6.12(a) and 7.2 and comply with its obligations pursuant to those clauses;
- (ii) remove the Lessee's Property from the Land and to the Lessor's satisfaction; and
- (iii) make good any damage to the Land caused by the Lessee to the Lessor's satisfaction,
- within a reasonable time stated by the Lessor.
- (b) Without limiting any other rights the Lessor may have against the Lessee in respect of or arising out of a breach of clause 13.5(a), the Lessee must continue to pay the Rent and charges for Services payable under this Lease (at the rate applicable immediately prior to the expiration or sooner determination of this Lease) until the Lessee has complied with its obligations under clause 13.5(a).
- (c) Despite any other provision of this Lease, payment of the amounts referred to in clause 13.5(b) does not constitute an extension or renewal of this Lease or a holding over under this Lease.
- (d) Any Lessee's Property (including fixtures) not removed by the Lessee by the Expiry Date or the date specified by the Lessor pursuant to clause 13.5(a) on the sooner determination of this Lease will be deemed abandoned by the Lessee and become the property of the Lessor. The Lessor may in its discretion sell or otherwise dispose of abandoned fixtures, fittings and goods in any manner the Lessor thinks fit without being liable to account to the Lessee. The cost of removing the Lessee's

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Property and the cost of repairing any damage caused by that removal will be payable by the Lessee as a liquidated debt payable on demand.

13.6 Tender after termination

Any moneys paid by the Lessee after termination of this Lease may be accepted and applied:

- (a) on account of any Rent and other moneys accrued but unpaid at the Expiry Date; and
- (b) on account of the Lessor's costs of re-entry.

13.7 Relocation of Premises

- (a) If:
 - (i) the Lessor has an operational requirement which will require the Lessor to alter, redevelop, remove, demolish or use for operational or strategic purposes (the **Intended Alteration**) all or part of the Premises or the Land (including the Licensed Area);
 - (ii) the Intended Alteration cannot be carried out practicably without relocating the Premises;
 - (iii) because of matters under clause 13.7(a)(i) and 13.7(a)(ii), the Lessor requires the Premises to be relocated and for this Lease to be terminated; and
 - (iv) the Lessor is able to locate suitable alternative premises within land owned or managed by the Lessor (with the suitability of the alternative premises to be determined by the Lessor in its absolute discretion),the Lessor may give the Lessee a notice that complies with clause 13.7(c) (a **Relocation Notice**).
- (b) The Lessor may also give the Lessee a Relocation Notice (that complies with clause 13.7(c)) if required to comply with a direction, requirement, or obligation of or imposed by the Commonwealth, the State or a Law, the Premises must be relocated.
- (c) The Relocation Notice must state:
 - (i) unless the Relocation Notice is given under clause 13.7(a) or 13.7(b), sufficient details of the Intended Alteration to indicate a genuine proposal that:
 - (A) is to be carried out within a reasonably practicable time after the Premises have been relocated; and
 - (B) cannot be carried out practicably without relocating the Premises;
 - (ii) details of the proposed new location of the Premises (the **New Premises**); and
 - (iii) the day by which the Lessee must relocate the Lessee's Property to the New Premises, which day must not be less than twelve (12) months after the Relocation Notice is given to the Lessee (the **Relocation Day**).
- (d) Within three (3) months of receiving the Relocation Notice (which is an offer by the Lessor to the Lessee of a lease in respect of the New Premises), the Lessee may give the Lessor a notice:
 - (i) accepting the Lessor's offer; or
 - (ii) rejecting the Lessor's offer,

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of a lease in respect of the New Premises by notice to the Lessor.

- (e) If the Lessee does not give the Lessor a notice under clause 13.7(d) within 60 days of receiving the Relocation Notice, the Lessee will be taken to have rejected the Lessor's offer of a lease in respect of the new location.
 - (f) If the Lessee gives the Lessor a notice under:
 - (i) clause 13.7(d)(ii) or is taken to have rejected the Lessor's offer of a lease under clause 13.7(e), this Lease will terminate on the Relocation Day; or
 - (ii) clause 13.7(d)(i) the:
 - (A) Lessor must promptly deliver to the Lessee a new lease in respect of the New Premises (the **New Lease**) in duplicate for the Lessee's execution; and
 - (B) Lessee, in consideration of the Lessor granting the New Lease, must, at the Lessee's cost:
 - (1) relocate the Lessee's Property to the New Premises;
 - (2) make good any damage to the Land caused by the Lessee to the Lessor's satisfaction; and
 - (3) deliver to the Lessor duplicate copies of the New Lease executed by the Lessee in duplicate,
- before the Relocation Day.
- (g) If clause 13.7(f)(ii) applies:
 - (i) this Lease will end on the Relocation Day;
 - (ii) the term of the New Lease will be for the balance of the Term remaining at the Relocation Day, and the Rent will be the same Rent as this Lease;
 - (iii) the New Lease will otherwise be on the same terms and conditions of this Lease;
 - (iv) the Lessor may, if the Lessee does not comply with clause 13.7(f)(ii)(B)(1) or 13.7(f)(ii)(B)(2), do, at the Lessee's cost, all things necessary to give effect to either clause or both (including storing and disposing of any of the Lessee's Property which, if not removed, will be taken to be abandoned by the Lessee) and recover any costs incurred by the Lessor as a debt due and owing by the Lessee to the Lessor;
 - (v) the New Lease must be prepared and registered at the Lessor's cost.
 - (h) The Lessor must, on receiving the New Lease that complies with clauses 13.7(g)(i) to 13.7(g)(iii) in duplicate executed by the Lessee, promptly sign the New Lease and deliver one copy to the Lessee.
 - (i) To remove any doubt:
 - (i) the New Premises may include a part of the Premises;
 - (ii) a New Lease exists in terms of clause 13.7(g) even if the Lessee does not comply with clause 13.7(f)(ii)(B)(3); and

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- (iii) the Lessee is not entitled to any compensation from the Lessor if the Lessee rejects the Lessor's offer of a New Lease in respect of the New Premises and the Lessee will have no Claim.

13.8 Damage or destruction

- (a) Subject to clause 13.8(b), if any part of the Land is damaged or destroyed so that the Lessee cannot use or occupy any part of the Premises, either party may give the other a notice terminating this Lease.
- (b) The Lessee may only terminate this Lease by notice to the Lessor if:
 - (i) the Lessor has not substantially commenced restoring the Land within a reasonable time after the damage to the Land occurred (but no longer than 6 months);
 - (ii) the Lessee is unable to use or occupy the Premises for the Permitted Use in the restored Land within a reasonable time after the damage or destruction to the Land occurred; or
 - (iii) the Lessor gives the Lessee a notice stating that the Lessor does not intend to reconstruct or reinstate the damaged or destroyed Land.
- (c) The Lessor is not obliged to reconstruct or reinstate the damaged or destroyed Land.
- (d) The Lessee's obligations under this Lease to pay Rent and maintain the Premises are suspended until the Lessee is able to use and occupy the Premises for the Permitted Use in the restored Land.
- (e) Despite clause 13.8(a) and 13.8(b):
 - (i) the Lessee may not terminate this Lease; and
 - (ii) clause 13.8(d) does not apply,if the damage or destruction to the Land was caused by the Lessee.
- (f) If this Lease is terminated under clause 13.8(a), the Lessee must, if required by the Lessor (and despite clause 13.8(a)), remove the Lessee's Property from the Land to the satisfaction of the Lessor. To remove any doubt, the Lessee is not otherwise required to comply with clause 13.5.
- (g) If the Lessee does not comply with clause 13.8(f), the Lessor may, at the Lessee's cost, do all things necessary to give effect to clause 13.8(f) (including storing and disposing of any of the Lessee's Property which, if not removed, will be taken to be abandoned by the Lessee). Any costs incurred by the Lessor under this clause 13.8(g) will be a debt due and owing by the Lessee to the Lessor.
- (h) Section 58 of the *Property Law Act 1974* (Qld) does not apply to this Lease.

13.9 Breaches prior to termination

The termination of this Lease (including under clause 13.7 or 13.8) will not prejudice or affect any rights or remedies of the Lessor against the Lessee on account of any antecedent breach by the Lessee of any of the terms and conditions of this Lease.

13.10 Breach of making good provisions

- (a) Without limiting any other rights the Lessor may have against the Lessee in respect of or arising out of a breach of clause 13.5, 13.7(f)(ii)(B)(1), 13.7(f)(ii)(B)(2) or 13.8(f) or any other making good clause, the Lessee must continue to pay the Rent and charges for outgoings and Services payable

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under this Lease (at the rate applicable immediately prior to the expiration or sooner determination of this Lease) until the Lessee has complied with its obligations under those clauses.

- (b) Despite any other provision of this Lease, payment of the amounts referred to in clause 13.5(b) does not constitute an extension or renewal of this Lease or a holding over under this Lease.

13.11 Termination relating to Intended Alterations

If the Lessor wishes to make an Intended Alteration to the Premises, and the Lessor is unable to locate suitable alternative premises for the Lessee in accordance with clause 13.7(a)(iv), the Lessor may terminate this Lease by providing the Lessee with three months' notice. If the Lessor terminates the Lease in accordance with this clause 13.11, the Lessee is not entitled to be compensated by the Lessor for the exercise of its rights under this clause 13.11.

13.12 Power of Attorney

- (a) If the Lessor exercises a power to:
- (i) determine this Lease by re-entering and taking possession of the Premises; or
 - (ii) determine this Lease by notice to the Lessee to re-enter and take possession of the Premises;

the Lessee irrevocably appoints the Lessor to be the attorney of the Lessee to do any act, matter or thing required to register a signed transfer or surrender of the Lease.

- (b) At any time after the power to re-enter contained in this Lease has arisen (proof of which will be a statutory declaration of the Lessor or an officer of the Lessor) the attorney may sign and register a transfer or a surrender of this Lease or withdrawal of caveat.
- (c) The Lessee will ratify and confirm any lawful act of the attorney.
- (d) The Registrar of Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of this Lease.

14. General

14.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Lease:

- (a) must be in writing;
- (b) must be addressed to the party at the (relevant) address stated in Item 15 of the Lease Particulars (or as otherwise notified by that party to each other party from time to time);
- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) where the Lessor is the addressee, must be sent by fax to the number of the Lessor, in accordance with clause 14.1(b), and delivered by hand or posted by prepaid post to the address in clause 14.1(b);
- (e) where the Lessee is the addressee, must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the Lessee, in accordance with clause 14.1(b); and

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- (f) is taken to be received by the addressee:
- (i) **(in the case of prepaid post sent to an address)** on the expiration of 2 Business Days after the date of posting;
 - (ii) **(in the case of fax)** at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iii) **(in the case of delivery by hand)** on delivery,
- but if the communication is taken to be received on a day that is not a Business Day or after 5:00 pm, it is taken to be received at 9:00 am on the next Business Day.
- (g) A party may at any time change its postal address or fax details by giving notice to the other party.

14.2 Payment of moneys

All Rent and other moneys payable by the Lessee to the Lessor under this Lease must be paid:

- (a) without demand unless this Lease says demand must be made;
- (b) without setoff, counterclaim, withholding or deduction;
- (c) to the Lessor or as the Lessor directs; and
- (d) by any method the Lessor reasonably requires.

14.3 GST

- (a) Terms used in this clause 14.3 have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)*.
- (b) Any money payable by one party (the **recipient**) to the other party (the **supplier**) under this Lease for a taxable supply does not, unless otherwise expressly stated, include an amount attributable to GST (the **GST-exclusive payment**).
- (c) The recipient must, for any taxable supply, pay to the supplier, in addition to the GST-exclusive payment and at the same time it is required to make the GST-exclusive payment, an amount (the **GST component**) that, under the GST Act, is equal to the GST payable on the taxable supply. The supplier must deliver to the recipient as a precondition to such payment, a tax invoice in a form which complies with the requirements of the GST Act and the regulations.
- (d) The supplier's entitlement to an input tax credit does not affect the recipient's obligation under clause 14.3(c). However, if, for a taxable supply made to the supplier by someone else the supplier is entitled to an input tax credit with respect to consideration paid by or for it for which the recipient must reimburse the supplier, the GST-exclusive payment must be reduced by an amount equal to the input tax credit.
- (e) The recipient must pay GST to the supplier on the same day as the due date for payment of the consideration for the relevant taxable supply; or if there is no due date, within seven (7) days of receiving a written request or a tax invoice from the supplier.
- (f) A party's obligation to reimburse another party for any amount paid or payable to a third party (e.g. a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

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- (g) If a payment under an indemnity gives rise to a liability to pay GS, the payer must pay, and indemnify the payee against, the amount of that GST.
- (h) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit)
- (i) A party may recover a payment under an indemnity before it makes the payment for which the indemnity is given.

14.4 Governing law

This Lease is governed by and must be construed according to the law applying in Queensland.

14.5 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this document; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 14.5(a).

14.6 Amendments

This document may only be varied by a document in writing signed by or on behalf of each party.

14.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Lease by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Lease.
- (b) A waiver or consent given by a party under this Lease is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Lease operates as a waiver of another breach of that term or of a breach of any other term of this Lease.

14.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this Lease.

The Lessor and the lessee mutually covenant with each other that they will respectively perform and observe the covenants, provisos, conditions and stipulations contained in the Lease and this document following the variation of the Lease as outlined in this document as if the same covenants, provisos, conditions and stipulations had been repeated in full in this document.

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14.9 Consents

- (a) A consent required under this Lease from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this Lease expressly provides otherwise.
- (b) If the Lessee is required to obtain the Lessor's consent pursuant to this Lease, except as expressly provided otherwise, the Lessee must pay the Lessor's costs (including legal costs), charges and expenses incurred by the Lessor in connection with considering and/or giving its consent.

14.10 Expenses

- (a) The Lessee must pay the Lessor's costs of and incidental to the negotiation, preparation and execution of this Lease.
- (b) The Lessee must pay the costs of obtaining any necessary survey plan or other plans and the registration fees for the Premises.
- (c) The Lessee will pay all duty (if any) and registration fees payable in respect of this Lease.
- (d) The Lessee will arrange for the stamping and registration of this Lease.

14.11 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this Lease:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

14.12 Trustee Provisions

- (a) The Lessee hereby warrants to the Lessor that unless otherwise notified in writing to the Lessor, the Lessee is fully beneficially entitled to this Lease and that it has not entered into this Lease for and on behalf of or as trustee for any person or persons or as trustee of any trust or settlement and that this Lease and the assets of the Lessee are not subject to or the subject of any trusts.
- (b) In the event that the Lessee has entered into this Lease in the capacity of trustee or if the Premises is held by the Lessee upon the terms of any trust or are the subject of any trust (all or any of which trusts are in this clause 14.12 referred to as "**Trust**") (and whether or not the Lessor has notice of the Trust):
 - (i) the Lessee hereby accepts this Lease both as trustee of the Trust and in its personal capacity and acknowledges that it is personally liable for the performance and observance of any obligation on the Lessee's part to be performed and observed hereunder and covenants with the Lessor that in the event of any default hereunder which is unremedied the Lessee must take those steps and proceedings necessary to ensure that the assets of the Trust are made available for the purpose of rectifying that breach and that upon demand by the Lessor the Lessee will exercise all rights of indemnity which the Lessee may have against the assets of the Trust and all beneficiaries and unit holders of the Trust for the benefit of the Lessor;
 - (ii) the Lessee warrants both in its personal capacity and as trustee of the Trust to the Lessor that:
 - (A) the Lessee is the sole trustee of the Trust;

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- (B) the Lessee has been validly appointed as trustee of the Trust and has not defaulted in the performance and observance of its obligations as trustee of the Trust;
- (C) the Lessee has power and authority to enter into this Lease pursuant to the terms of the Trust and that the entering into of this Lease by the Lessee is in the due administration of the Trust;
- (D) the Lessee has the right to be fully indemnified out of the assets of the Trust for obligations incurred under this Lease and the Trust assets are sufficient to satisfy that right;
- (E) no action has been taken or proposed to terminate the Trust;
- (F) the Trustee will not without the consent of the Lessor (which must not be unreasonably withheld):
 - (1) retire, cease to act or be removed or replaced as trustee of the Trust; or
 - (2) appoint another Trustee;
- (G) the Trustee will not without the consent of the Lessor (in its absolute discretion):
 - (1) change the Trust deed where the proposed change will affect the Lessee's or Lessor's rights and obligations under the Lease;
 - (2) restrict the Trustee's right to be indemnified in clause 14.12(b)(ii)(D);
 - (3) restrict the ability of the Trustee to comply with its obligations under this Lease;
 - (4) change the Trust deed or sanction, approve, nor facilitate a distribution or disposal of the capital of the Trust or of the assets of the Trust or encumber the capital or assets of the Trust in a manner which results in the assets of the Trust not being sufficient to satisfy the Lessee's obligations and liabilities under this Lease.

15. Bank Guarantee

- (a) The Lessee must provide the Lessor with the Bank Guarantee prior to entering into possession of the Premises, and must keep the Bank Guarantee current and enforceable at all times.
- (b) The Bank Guarantee is provided as security for the due and punctual observance of all the terms, covenants and obligations of the Lessee under the Lease.
- (c) If the Lessee fails to duly and punctually observe or perform any of the terms, covenants or obligations under the Lease or the Lessor believes (in good faith) that it has an entitlement to claim on the Bank Guarantee, the Lessor may (without notice to the Lessee) call up or appropriate, as the case may be, and apply the Bank Guarantee or so much of it as the Lessor considers necessary, to compensate the Lessor for any loss or damage suffered or likely to be suffered by the Lessor as a result of the Lessee's breach. Any appropriation by the Lessor does not waive the Lessee's breach and will not prejudice any rights of the Lessor. For clarity, it is not a precondition to the exercise of the Lessor's rights under this clause 15(c) that a court determines whether an actual breach of this Lease has occurred.
- (d) On each Review Date under this Lease, the Lessee must provide a replacement Bank Guarantee or an additional Bank Guarantee so that the amount of the Bank Guarantee(s) is increased in the same proportion as any increase in rental arising from a review of the Rent. The replacement or additional

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Bank Guarantee must be delivered by the Lessee to the Lessor within 14 days of final determination of the rent review, and will thereafter be held by the Lessor for the purposes above.

- (e) The Lessee must immediately on demand reinstate any part of the Bank Guarantee applied by the Lessor pursuant to clause 15(c).
- (f) If the Lessor sells the Land and the Bank Guarantee is not assignable, then the Lessee will, in accordance with the Lessor's request and at the Lessee's cost, provide a replacement bank guarantee in favour of the purchaser of the Land, and in exchange for that replacement bank guarantee the Lessor will return to the Lessee the Bank Guarantee previously held by the Lessor. If the Lessee does not do so, the Lessor may call up the Bank Guarantee and give the proceeds to the purchaser of the Land to hold on the same basis as the Bank Guarantee.
- (g) The Lessor may, at its sole discretion, elect to accept a cash security deposit in lieu of the Bank Guarantee, in which case this clause 15 shall, so far as is practicable, be read and construed on the basis that references to "Bank Guarantee" are to the security deposit.
- (h) This clause 15 survives the Expiry Date or termination of the Lease.

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Schedule 1 Special Conditions

1. SEQWATER Rules

The Lessee must comply with the Seqwater Rules as set out in Schedule 1. If there is any inconsistency between the Seqwater Rules and the Lease, the terms and conditions of the Lease will prevail to the extent of the inconsistency.

1.1 Application of Rules

- a) These rules apply to all activities by you, on Seqwater land and Seqwater waters:
 - i. That may impact on Seqwater land or waters, irrespective of whether the activities commence, finish or occur on other land
 - ii. Unless expressly agreed by Seqwater, under an Seqwater agreement or permit;
 - iii. In addition to your general obligation to act reasonably and responsibly and be considerate of others;
- b) Seqwater may recover from you, expenses incurred to fix a breach of a Rules or damages for a loss suffered.
- c) Despite any sign, including warning and information signs, you must look out for hazards, including for example, land (uneven surfaces, glass, metal fragments), water (submerged or floating object).
- d) Seqwater may instruct you to leave Seqwater land and waters immediately, for any reason, including, safety, construction, maintenance or related activities or a breach of a Rule.

1.2 Signs

- a) You must comply with all signs displayed on Seqwater land and waters.
- b) Signs may contain Seqwater's directions and requirements in a form Seqwater deems fit (including an official traffic sign).
- c) You must not interfere with or alter a sign or marker, anywhere on Seqwater land or waters.

1.3 Access

- a) The public may only access Seqwater land designated for public access between morning civil twilight and evening civil twilight throughout the year, except for campers who may have different hours of access under their permit.
- b) You must not enter or remain on Seqwater land or water, except in accordance with the Rules.
- c) It is a condition of access that Seqwater can request and will be assisted by your to inspect any vehicle or vessel you occupy, control or are associated with.
- d) You must only enter or exit Seqwater land by the entrance or exit provided unless there is any emergency.
- e) Seqwater may prohibit:
 - i. Use of any reserve during specified times by signs near the reserve;

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- ii. Access to Seqwater land, or any part of it, for any reason, including safety, construction, maintenance or related activities;
- iii. Activities in a designated area
- iv. Activities outside a designated area
- f) Where an Seqwater agreement or permit allows you to undertake specific activities, you can undertake those activities and any necessary incidental actions, despite the Rules and even though the activities may be inconsistent with the Rules, for example agistment (eg: after hours stock access), leases as of right (eg: improvements, cattle dogs), leases with Seqwater consent (eg: baiting, burning off).
- g) If Seqwater finds or suspects you have breached the rules, Seqwater may order you to leave Seqwater land. You must leave immediately and not return for that day without written permission of Seqwater.
- h) Seqwater reserves the right to refuse permission to enter Seqwater land or water to people that Seqwater believes have not, can not or are unlikely to comply with the Rules or other Seqwater permit or an agreement.

1.4 Prohibited Access

You must not do any of the following on Seqwater land or waters:

- a) Act in a disrespectful way to any Seqwater people;
- b) Cause directly or indirectly, damage to any Seqwater property or property belonging to another person;
- c) Do anything that interferes with the safety of the public or Seqwater people or damage to Seqwater land;
- d) Fail to comply with a law, including for example fishing, boating, native fauna, explosives
- e) Do anything to launch a vessel on Seqwater's unless you have approval under a permit
- f) Behave in a riotous, disorderly, indecent, offensive, threatening or insulting manner;
- g) Be under the influence of any unlawful drug or intoxicated
- h) Use profane, indecent, obscene, threatening, abusive or insulting language
- i) Operate any device at a volume likely to cause a nuisance
- j) Litter, pollute or discharge substances likely to pollute, damage Seqwater land, water and property
- k) Damage any flora or fauna
- l) Take fish from a "no fishing" designated area or outside of approved times;
- m) Possess, handle or discharge a firearm; or
- n) Allow an animal you own is under your control (except a guide dog) to enter, remain or be left on a reserve

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1.5 Prohibited Land Activities

You must not do any of the following on Seqwater land:

- a) Camp outside an camping designated area or camp without a permit;
- b) Start a fire other than in designated fireplace or leave a fireplace or leave a fire unattended
- c) Leave a water tap running
- d) Enter a place, that have been indicated by a sign, that it is for use by persons of the opposite sex (eg: toilets)
- e) Allow a vehicle to go at a speed greater than indicated by a sign or in a dangerous manner
- f) Operate a vehicle, without a current licence or operate a vehicle that is unregistered or uninsured; or
- g) Allow a vehicle to be parked in a place, other than in a place, other than in a designated parking space, where the vehicle may be a nuisance or cause disruption or after you have been requested by Seqwater to move the vehicle.

1.6 Prohibited Water Activities

You must not do any of the following on Seqwater waters, except where authorised by a permit:

- a) Be within 200 meters or such other distances set by Seqwater, of a dam wall, spillway or pumping station tower or Seqwater property or as indicated by a sign;
- b) Launch or operate a vessel:
 - (i) Painted with tar, creosote or other phenotic compounds
 - (ii) That is equipped with a marine toilet;
 - (iii) in a dangerous fashion or in a way that is likely to cause injury
 - (iv) so as to unduly disturb or cause annoyance to any person fishing from land adjoining Seqwater waters or from another vessel, including within 30m of that vessel, or
- c) continue to navigate a vessel on Seqwater waters other than to the nearest suitable place for removing the vessel, after Seqwater has directed you to remove the vessel from Seqwater waters;
- d) navigate a vessel on Seqwater waters:
 - (i) to interfere with the conduct of an event, regatta or activity authorised by Seqwater or in a way that causes excessive noise;
 - (ii) other than in accordance with conditions specified by Seqwater;
- e) other than in a designated area, do anything to launch, moor, beach, clean or repair a vessel;
- f) navigate a vessel in an area that is a designated area for another type of vessel, for example, in "motor boat" designated, navigate a sailing craft or in a "sailing" designated area, navigate a motor boat;
- g) except in accordance with the permission terms of Seqwater, anchor a mooring buoy in Seqwater waters; or

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- h) operate a vessel, without a licence or operate a vessel that is unregistered or uninsured.

1.7 Permits

The Seqwater Rules also apply to all permits issued by Seqwater, unless modified by express words in a permit.

1.8 Activities prohibited without a permit

You must not do any of the following on Seqwater Land except where authorised by a permit:

- a) Camp;
- b) Set up or operate any sound device;
- c) Participate in any meeting or assembly;
- d) Distribute any written material
- e) Engage in any commercial activity
- f) Disturb the natural environment in any way;
- g) Operate any mechanically-powered model aircraft; or
- h) Conduct an event or other organised activity on Seqwater waters, except in accordance with Rule 1.10

1.9 Grant of permits

Seqwater may grant (on the terms it thinks fit, including payment of a fee" or refuse an application for a permit.

1.10 Events, regattas and organised activities

If Seqwater has issued a permit to you to conduct an event regatta or organised activity on Seqwater land or Seqwater waters, Seqwater may grant to you, during the permit period, the right to:

- a) Use an additional part or parts of Seqwater land as an adjoining area;
- b) Charge admission to that part of the adjoining area; and
- c) Exclude people who have not paid the admission charge from the adjoining area,

And these rights will apply notwithstanding the terms of any other permit you may have.

2. Management Plan

2.1 Definitions

In this Special Condition the following words have the following meanings:

- (a) **Degradation** means degradation of a natural resource (including interference with human health, water quality or a threat to biodiversity value) and is not limited to erosion but also includes the spread of disease pathogens (via dead animal or faecal matter in water), pest animal disease transmittal (via co-existence of pests with Livestock), removal of grass cover (causing influx of pest weed species), erosion (including due to physical location of cattle camps, fencing and designated

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watering points) and undue disturbance to soil in highly degradable areas such as creek banks and flood plains which accelerates erosion, reducing water quality and increasing sediment loads and turbidity.

- (b) **Management Plan** means the Original Management Plan and any New Management Plan (as applicable from time to time).
- (c) **New Management Plan** means a Management Plan which is prepared, varied, amended, added to, replaced or updated in accordance with this Agreement.
- (d) **Original Management Plan** means the Management Plan (if any).

2.2 Management Plan compliance

- (a) The Lessee must use the Premises, or when the Management Plan relates to part only of the Premises, that part of the Premises, in accordance with, and comply with the Management Plan. For the avoidance of doubt:
 - (i) practices or directions and landscape maintenance obligations that are prescribed by the Management Plan must be followed by the Lessee;
 - (ii) prohibitions of conduct contained in the Management Plan must be observed by the Lessee;
 - (iii) any statement in the Management Plan that a practice or a thing is not recommended will be taken to be a prohibition unless otherwise agreed in writing between Lessor and the Lessee.
- (b) The parties agree that to the extent of any inconsistency between the Management Plan and this Lease, this Lease will apply to the extent of the inconsistency.

2.3 Procedure for a New Management Plan

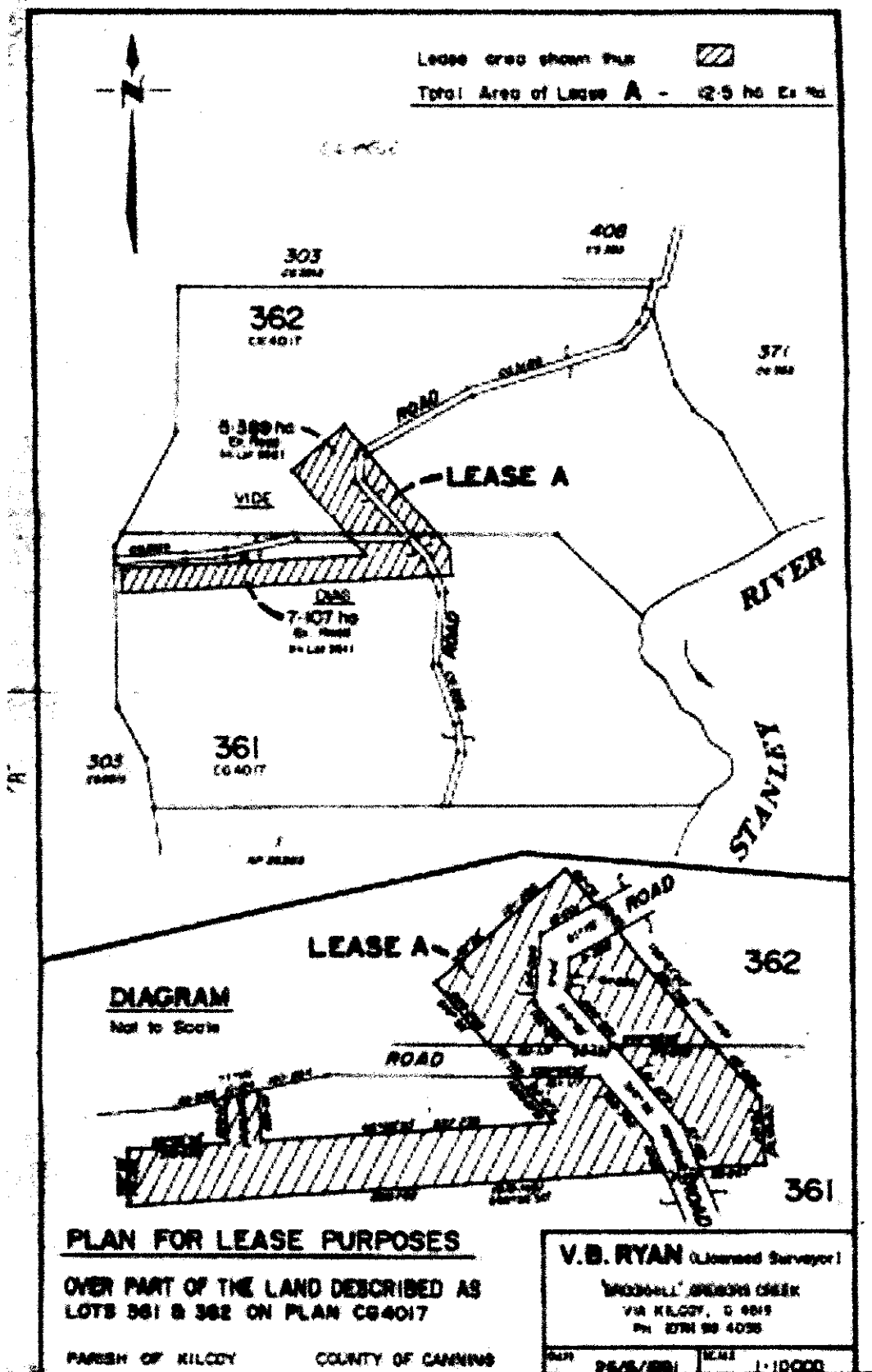
- (a) The Management Plan may be varied, amended, revoked, added to, replaced, updated or extended at any time by agreement between the Lessor and the Lessee to form a New Management Plan.
- (b) The Lessor may by notice in writing to the Lessee, vary, amend, revoke, add to, replace, update or extend the Management Plan where required to comply with any Law, but must not undertake any such changes to the Management Plan that are retrospective.
- (c) The New Management Plan will be in a similar form to the Original Management Plan.
- (d) The Lessor may require the Lessee to prepare and provide the Lessor with a New Management Plan within 3 months of a request by the Lessor and which must:
 - (i) manage the Premises in accordance with the Permitted Use;
 - (ii) identify compliance with the local government planning scheme;
 - (iii) manage the impacts of the use of the Premises;
 - (iv) prevent pollution and/or Degradation;
 - (v) improve the efficiency of land use for the Premises.
- (e) The Lessee acknowledges that special condition 2.3(b) applies to any New Management Plan provided by the Lessee in accordance with special condition 2.3(d).

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- (f) If the New Management Plan is not provided by the Lessee in accordance with special condition 2.3(d), the Lessor may prepare the New Management Plan and recover the cost of doing so from the Lessee on demand.

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Annexure A



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Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 7 Lease

Name of authorised person or solicitor: Bernadette Doyle (Solicitor)

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
Queensland Bulk Water Supply Authority

Item/s being altered or corrected:

Item 5 Description of premises being leased

Annexure A

Page numbering

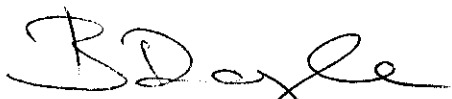
Details of alteration or minor correction:

Item 5 Description of premises being leased: The words "THE PART OF THE LAND AS HATCHED IN BLACK ON THE PLAN SET FORTH IN ANNEXURE A HERETO" are struck out and replaced with the following words "LEASE D, LEASE E, LEASE F AND LEASE G ON SP339151"

Annexure A: A new copy of the survey plan which is not on a Form 20 has been annexed to the lease.

Page numbering: The total number of pages is updated on each page of the Lease to reflect that there are 51 pages including this page.

Party represented (where signed by solicitor): Lessor



.....
Authorised person's or Solicitor's Signature