

QUEENSLAND LAND REGISTRY

TRUSTEE LEASE UNDER THE LAND ACT 1994

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

FORM 7 Version 6
Page 1 of 10

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BE 505

1. Lessor

REDLAND CITY COUNCIL

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

CLAYTON UTZ

GPO Box 9806, Brisbane Qld 4001

Ph: 3292 7036

Att: Melanie Vreeling

E: mvreeling@claytonutz.com

Ref: 80175896

Lodger
Code

BE232A

2. Lot on Plan Description

LOT 197 ON SP123870

Title Reference

49016650

3. Lessee

Given names

Surname/Company name and number

(include tenancy if more than one)

THE STATE OF QUEENSLAND

(REPRESENTED BY THE

DEPARTMENT OF TRANSPORT AND

MAIN ROADS) ABN 39 407 690 291

4. Interest being leased

RESERVE

5. Description of premises being leased

LEASES J & K ON SP298581 and LEASE H ON SP298582

6. Term of lease

Commencement date/event: 13 November 2017

Expiry date: 21 June 2047

#Options: NIL

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration

SEE ITEM 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 and 711932933.

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

..... signature

See Enlarged Panel

..... full name

..... qualification

/ /

Witnessing Officer

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

Execution Date

Lessor's Signature

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

/ /

Witnessing Officer

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

Execution Date

Lessee's Signature

Title Reference 49016650

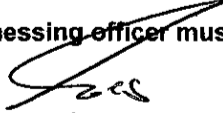
This is the Enlarged Panel between Redland City Council and The State of Queensland (represented by the Department of Transport and Main Roads) dated 8 January 2017.
2018

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

Alex Smith
Group Manager City Spaces
Under Delegated Authority for
Redland City Council

 signature

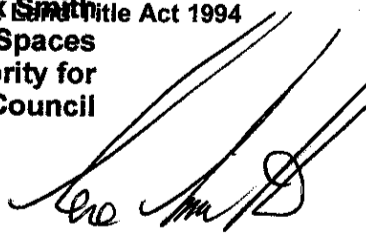
Andrew James Ross full name

General Counsel qualification

Witnessing Officer

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

8/1/2018
Execution Date


Lessor's Signature

9. Acceptance

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

 signature

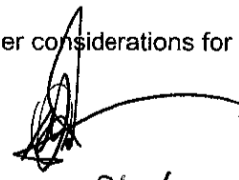
STEPHEN JOHN WILSON full name

Commissioner for Declarations qualification

Witnessing Officer

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

15/12/17
Execution Date


Stephen John Wilson
Regional Director (Metropolitan)

The lawful delegate of the chief executive, Department of Transport and Main Roads, for the State of Queensland (represented by the Department of Transport and Main Roads)

Lessee's Signature

SCHEDULE

Title Reference 49016650

This is the Schedule referred to in the Form 7 Lease between Redland City Council and the State of Queensland (represented by the Department of Transport and Main Roads) dated 2017.

Item Schedule

Item 1	Expiry Date:	21 June 2047
Item 2	Rent:	\$1 per annum (if demanded)
Item 3	Permitted Use:	The provision of Transport Services

Title Reference 49016650

The Trustee and the Trustee Lessee agree as follows:

21. Definitions and Interpretation

21.1 Definitions

Associates means the Trustee Lessee's officers, employees, agents, nominees, consultants and contractors and any person authorised by the Trustee Lessee from time to time.

Authorised Officer means the party nominated in writing by each party to the other party as the authorised officer for that party.

Bus Services means:

- (a) a route (in the vicinity of the Trust Land) for the movement, of buses for passenger transport purposes (whether or not the route is used for other purposes);
- (b) places for the taking on and letting off of bus passengers using the route;
- (c) places for the provision of bus parking; and
- (d) places for the provision of bus driver restroom facilities.

Environment means environment as defined in the EPA.

Environmental Hazard means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics.

EPA means the Environmental Protection Act 1994.

Government Authority means the State, a department or a government owned corporation.

Item Schedule means the item schedule to this Trustee Lease.

Laws means all statutes, regulations, ordinances, subordinate legislation and by-laws as amended, consolidated, or replaced throughout the Term.

Permitted Use means the use stated in Item 3 of the Item Schedule.

Pollution includes any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the environment:

- (a) unsafe or unfit for habitation or occupation by persons or animals;
- (b) degraded in its capacity to support plant life;
- (c) contaminated; or
- (d) otherwise environmentally degraded.

Transport Infrastructure means infrastructure for, or related to, the provision of Transport Services, including a passenger lounge, ticket office, ablution facilities, drivers' facility, café, bus shelter, overhead canopies and associated infrastructure and any other infrastructure constructed by the Trustee Lessee under a trustee lease (construction) in respect of the Premises that ended immediately before the commencement of this Trustee Lease.

Transport Services means services relating to Bus Services, including the operation of Transport Infrastructure.

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Trustee Lease Year means each separate year of the Term. The first Trustee Lease Year will start on the Commencement Date. Each subsequent Trustee Lease Year will start on each anniversary of the Commencement Date. The last Trustee Lease Year will end on the Expiry Date or sooner termination of this Trustee Lease.

21.2 Interpretation

- (a) **(Plurals and genders)** Words importing the singular number include the plural and vice versa and words importing any particular gender include all genders.
- (b) **(Severability)** If any provision of this Trustee Lease is found to be unenforceable, it must be removed from this Trustee Lease without affecting the remaining provisions.
- (c) **(Statutes and regulations)** References to any statutes, regulations, ordinances, or by-laws will include all amendments, consolidations, or replacements of those statutes, regulations, ordinances, or by-laws. Where a person or body or other thing referred to in the Trustee Lease is renamed, superseded or replaced with another person or body or thing (as the case may be), then references in the Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.
- (d) **(Rights of Trustee)** Any right of the Trustee can also be exercised by an agent, representative, employee or contractor of the Trustee.
- (e) **(Notice)** Any notice to be given by one party to the other must be given in writing.
- (f) **(Headings)** Headings and sub-headings are for ease of reference only and do not affect interpretation of this Trustee Lease.
- (g) **(Trustee Lessees severally bound)** If there is more than one entity named as the Trustee Lessee, each entity is jointly and severally bound to comply with the Trustee Lessee's obligations under this Trustee Lease.
- (h) **(Implied covenants)** If any provision of this Trustee Lease conflicts with the covenants implied by the Property Law Act 1974, the provisions of this Trustee Lease will prevail.

22. Rent

The Trustee Lessee must pay the Rent to the Trustee, if demanded, yearly in advance of the first day of each Trustee Lease Year of the Term. The Rent for each Trustee Lease Year is the amount set out in Item 2 of the Item Schedule.

23. Trustee Lease costs

- (a) The Trustee Lessee must pay the following costs to the Trustee's solicitors within 14 days from being requested in writing to do so:
 - (i) fees payable to register this Trustee Lease; and
 - (ii) (if applicable) the costs of having a survey plan of the Premises prepared.
- (b) Each party will bear its own costs in the negotiation, preparation and execution of this Trustee Lease.

24. Use of the Premises

24.1 Permitted Use

- (a) The Trustee Lessee and any of its Associates may use the Premises or any part thereof for the Permitted Use only.

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- (b) Despite clause 24.1(a), the Trustee Lessee itself may not use the Premises or any part thereof for a retail business (as defined in the *Retail Shop Leases Act 1994*).

24.2 Property Law Act 1974 not to apply

Sections 105 and 107 of the Property Law Act 1974 do not apply to this Trustee Lease.

24.3 Nuisance

The Trustee Lessee will be liable for any claim (including that relating to Pollution, Environmental Hazard, noise, dirt, dust and the release of water) for nuisance caused by the Trustee Lessee's occupation or use of the Premises.

25. Trustee Lessee's default

- (a) If the Trustee Lessee fails to observe, perform or fulfil any of the Essential Terms contained in this Trustee Lease and such failure continues for a period of 3 months from the date of written notice being received by the Trustee Lessee from the Trustee and if the failure is capable of remedy by way of compensation but the Trustee Lessee has failed to pay such reasonable compensation within the 3 months then:
- (i) the Trustee Lessee is in default and the Trustee may terminate this Trustee Lease by written notice to the Trustee Lessee (**Termination Notice**);
 - (ii) this Trustee Lease will terminate on the date the Termination Notice is received by the Trustee Lessee; and
 - (iii) termination pursuant to this clause 25 will not release the Trustee Lessee from liability in respect of any breach of the Trustee Lease that occurred prior to such termination.
- (b) For the purposes of clause 25(a), **Essential Terms** means the Trustee Lessee's obligations under clause 24.

26. Title to improvements

Any improvements constructed or placed at any time after the Trustee Lessee enters into occupation of the Premises will not become the property of the Trustee despite the degree of annexation or the fact that it is a fixture.

27. Dealings with the Trustee Lease

27.1 Dealings

Despite clause 11.1, the Trustee Lessee may not transfer this Trustee Lease.

27.2 Subleasing

- (a) Subject to clause 11.1, the Trustee Lessee may sublease the whole or part of the Premises for the Permitted Use.
- (b) Any sublease may also permit a further subleasing of the whole or part of the subleased premises for the Permitted Use.
- (c) If this Trustee Lease is terminated either by operation of the Trustee Lease terms or by operation of law, any sub-dealing also terminates.
- (d) If there is any conflict or inconsistency between the provisions of this Trustee Lease and any sublease, this Trustee Lease prevails.

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- (e) For the purposes of this clause 27.2, the Permitted Use includes the carrying on of a retail business (as defined in the *Retail Shop Leases Act 1994*).
- (f) To remove any doubt for clause 24.1, a Trustee Lessee's Associate does not include a sublessee which carries on a retail business (as defined in the *Retail Shop Leases Act 1994*) in the whole or part of the Premises.

28. Trustee's rights and obligations

28.1 Quiet enjoyment

The Trustee Lessee will hold the Premises during the Term without interruption by the Trustee subject to the express rights of the Trustee under this Trustee Lease and under any relevant legislation.

28.2 No warranty that Premises fit for Trustee Lessee's purposes

The Trustee does not expressly or impliedly warrant that the Premises are at the Commencement Date or will remain fit, suitable or adequate for all or any of the purposes of the Trustee Lessee and all warranties (if any) as to the suitability, fitness and adequateness of the Premises implied by Law are negated.

29. General provisions

29.1 Governing law, jurisdiction and service of process

This Trustee Lease and the transactions contemplated by this Trustee Lease are governed by the law in force in Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland. Each party waives any right it has to object to an action being brought in those courts including, but not limited to, claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

29.2 Relocation of Premises

- (a) Clauses 29.2(b) to (h) apply if the Premises are located in a priority development area.
- (b) If:
 - (i) a development scheme proposes a new location for the operation of the Transport Infrastructure; and
 - (ii) the new location is situated on land held or controlled by the Trustee,either Party may give a notice to the other under this clause stating that, in accordance with clause 29.2(c), the Parties must enter into negotiations for the surrender of this Trustee Lease and the grant of a new lease.
- (c) If a notice under clause 29.2(b) has been given, the Parties will, subject to clause 29.2(d), negotiate in good faith for the surrender of this Trustee Lease and the granting by the Trustee of a new lease of premises in the new location (the **new lease**).
- (d) The new lease must:
 - (i) be for the balance of the term of this Trustee Lease remaining at the date of surrender of this Trustee Lease; and
 - (ii) subject to the necessary changes being made, be on the same terms as this Trustee Lease (except for this clause 29.2).
- (e) Despite clause 29.2(d), and if necessary, the Parties may negotiate to enter into a lease (or another arrangement) which permits the Trustee Lessee to enter on the new location (and any other land) for the purpose of constructing transport infrastructure prior to the commencement of the new lease.

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- (f) If the new lease (or a lease under clause 29.2(e)) requires the approval of the Minister under section 57 of the Act:
- (i) the Trustee must apply for that approval; and
 - (ii) any agreement between the Parties for the surrender of this Trustee Lease, the grant of the new lease and entry into any lease (or other arrangement) under clause 29.2(e) will be subject to the Minister's giving his or her approval to the grant of the new lease (and, if necessary, a lease under clause 29.2(e)).
- (g) If the Parties cannot agree to surrender this Trustee Lease and enter into a new lease within 3 months of a party's giving a notice under clause 29.2(b), a Party may, by notice to the other Party, terminate this Trustee Lease (effective from the date of its giving the notice).
- (h) If a Party gives a notice under clause 29.2(g), the Parties will do everything necessary to record the termination of this Trustee Lease in the land registry. This clause 29.2(h) survives termination of this Trustee Lease.
- (i) To remove any doubt, if the new lease is not a trustee lease under the Act, for clause 29.2(d)(ii), the terms of the new lease may include the terms of the Mandatory Standard Terms Document subject to the deletion of any term referring to a matter (including an approval or limitation) under or relating to the Act or the Minister.
- (j) In this clause 29.2:
- (i) **development scheme**, for a priority development area, means a development scheme for the priority development area under the *Economic Development Act 2012*.
 - (ii) **priority development area** means a priority development area under the *Economic Development Act 2012*.

29.3 Notices

- (a) A notice, approval, consent or other communication in connection with this Trustee Lease:
- (i) may be given by an Authorised Officer of the party giving the notice;
 - (ii) must be in writing unless expressly specified otherwise in this Trustee Lease;
 - (iii) must be left at the address of the addressee or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in clause 29.3(a)(iv) or if the addressee notifies another address or facsimile number then to that address or facsimile number;
 - (iv) the addresses for service of notices are:

The Trustee

Redland City Council

Address: Cnr Bloomfield and Middle Streets, Cleveland Q 4163

Attention: The Chief Executive Officer

Fax:

The Trustee Lessee

The State of Queensland (Represented by the Department of Transport and Main Roads)

Address: 313 Adelaide Street, Brisbane Q 4000

Attention: Andrew Haddock

Fax: 07 32206071

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- (b) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received, but a notice that is received by a party after 5.00 pm on any day shall be deemed to have been received at 9.00 am the next Business Day.
- (c) A letter or facsimile is taken to be received:
 - (i) in the case of a posted letter, on the fourth (tenth, if posted to or from a place outside Australia) day after posting; and
 - (ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause.

29.4 Further assurance

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Trustee Lease and the transactions contemplated by it, including the execution of documents.

30. Government Authority

The Trustee acknowledges that the Trustee Lessee is a Government Authority and that:

- (a) nothing in this Trustee Lease operates to restrict or otherwise affect the Trustee Lessee's statutory discretion in exercising its powers as a Government Authority; and
- (b) if there is a conflict between the unfettered discretion of the Trustee Lessee in the exercise of its powers and the satisfaction and performance of the Trustee Lessee's obligations under this Trustee Lease, the former prevails.

31. GST

- (a) For the purposes of this clause:
 - (i) **GST** has the same meaning as GST Law;
 - (ii) **GST Law** includes A New Tax System (Goods and Services Tax) Act 1999 (Cth), order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods or services in Australia;
 - (iii) **supply** has the same meaning as in the GST Law; and
 - (iv) **tax invoice** has the same meaning as in the GST Law.
- (b) All payments to be made by the Trustee Lessee under this Trustee Lease are calculated without regard to GST.
- (c) If a payment by the Trustee Lessee to the Trustee under this Trustee Lease is for a supply by the Trustee under this Trustee Lease on which the Trustee must pay GST and the Trustee gives the Trustee Lessee a tax invoice for the amount increased by the GST, the Trustee Lessee must pay the increased amount.

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1. Lot on Plan Description

LOT 197 ON SP123870

Title Reference

49016650

2. Instrument/document being consented to

Instrument/document type: TRUSTEE LEASE

Dated 8 / 1 / 18

Names of parties REDLAND CITY COUNCIL AND

DEPARTMENT OF TRANSPORT AND MAIN ROADS

3. Instrument/document under which consent required

Instrument/document type TRUSTEE LEASE

Dealing No.

Name of consenting party MINISTER ADMINISTERING THE LAND ACT 1994

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

Witnessing officer

Execution Date

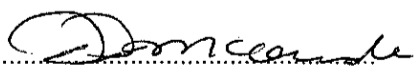
Consenting Party's Signature

No Witness Required.....signature

.....full name

.....qualification 16/2/2018

Witnessing Officer


Diane Therese McQuade
Senior Land Officer
a duly authorised delegate of the Minister
under Land Act (Ministerial) Delegation.

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

The approval is given for the Trustee Lease J & K on SP298581 and Trustee Lease H on SP298582.

Commencement date 13/11/2017 to Expiry date 21 June 2047.

Note 1: This consent is given under Section 59 of the Land Act 1994 and is valid for a period of six (6) months from the date of execution shown above.

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see <http://www.nrw.qld.gov.au/about/privacy/index.html>.