

Dealing Number



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1. Lessor	Lodger (Name, address, email & phone number)	Lodger Code
Redland Investment Corporation Pty Ltd ACN 603 164 503	HOLDING REDLICH, Solicitors GPO Box 490 Brisbane Qld 4001 E-mail: jeanette.hew@holdingredlich.com Tel: (07) 3135 0500 Ref: 19880284	BE 032A

2. Lot on Plan Description	Title Reference
Lot 1 on SP 309584	To issue from 49016650, 49107649, 49007719

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		The State of Queensland (Represented by Department of Transport and Main Roads) ABN 39 407 690 291	

4. Interest being leased
Fee Simple

5. Description of premises being leased
Leases J, K and H on SP309584

6. Term of lease	7. Rental/Consideration
Commencement date/event: Expiry date: 21/06/2047 and/or Event: #Options: NIL # insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	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.

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

Redland Investment Corporation Pty Ltd ACN 603 164 503

signature

.....
director

full name

.....
director/secretary

qualification.....

Witnessing Officer

Execution Date

Lessor's Signature

(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

The State of Queensland (Represented by Department of
Transport and Main Roads) ABN 39 407 690 291

full name

qualification.....

Witnessing Officer

Execution Date

Lessee's Signature

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

Title Reference To issue from 49016650, 49107649, 49007719

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This is the Item 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 2023.

Item Schedule

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

Title Reference To issue from 49016650, 49107649, 49007719

The Lessor and the Lessee agree as follows:

1. Definitions and interpretation

1.1 Definitions

Associates means the Lessee's officers, employees, agents, nominees, consultants and contractors and any person authorised by the 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 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 Lease.

Land means the land of which the Premises are part of and situated on and includes any buildings and improvements thereon.

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

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

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.

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

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

1.2 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 Lease is found to be unenforceable, it must be removed from this 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 Lease is renamed, superseded or replaced with another person or body or thing (as the case may be), then references in the Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.
- (d) **(Rights of Lessor)** Any right of the Lessor can also be exercised by an agent, representative, employee or contractor of the Lessor.
- (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 Lease.
- (g) **(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.
- (h) **(Implied covenants)** If any provision of this Lease conflicts with the covenants implied by the Property Law Act 1974, the provisions of this Lease will prevail.

2. Rent

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

3. Lease costs

- (a) The Lessee must pay the following costs to the Lessor's solicitors within 14 days from being requested in writing to do so:
 - (i) fees payable to register this 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 Lease.

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4. Use of the Premises

4.1 Permitted Use

- (a) The Lessee and any of its Associates may use the Premises or any part thereof for the Permitted Use only.
- (b) Despite clause 4.1(a), the Lessee itself may not use the Premises or any part thereof for a retail business (as defined in the Retail Shop Leases Act 1994).

4.2 Property Law Act 1974 not to apply

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

4.3 Nuisance

The 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 Lessee's occupation or use of the Premises.

5. Lessee's default

- (a) If the Lessee fails to observe, perform or fulfil any of the Essential Terms contained in this Lease and such failure continues for a period of 3 months from the date of written notice being received by the Lessee from the Lessor and if the failure is capable of remedy by way of compensation but the Lessee has failed to pay such reasonable compensation within the 3 months then:
 - (i) the Lessee is in default and the Lessor may terminate this Lease by written notice to the Lessee (**Termination Notice**);
 - (ii) this Lease will terminate on the date the Termination Notice is received by the Lessee; and
 - (iii) termination pursuant to this clause 5 will not release the Lessee from liability in respect of any breach of the Lease that occurred prior to such termination.
- (b) For the purposes of clause 5(a), **Essential Terms** means the Lessee's obligations under clause 4.

6. Title to improvements

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

7. Dealings with the Lease

7.1 Dealings

Despite any other provision under the Lease, the Lessee may not transfer this Lease.

7.2 Subleasing

- (a) Subject to clause 7.1, the 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 Lease is terminated either by operation of the Lease terms or by operation of law, any sub-dealing also terminates.

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- (d) If there is any conflict or inconsistency between the provisions of this Lease and any sublease, this Lease prevails.
- (e) For the purposes of this clause 7.2, 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 4.1, a 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.

8. Lessor's rights and obligations

8.1 Quiet enjoyment

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

8.2 No warranty that Premises fit for Lessee's purposes

The Lessor 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 Lessee and all warranties (if any) as to the suitability, fitness and adequateness of the Premises implied by Law are negated.

9. General provisions

9.1 Governing law, jurisdiction and service of process

This Lease and the transactions contemplated by this 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.

9.2 Relocation of Premises

- (a) Clauses 9.2(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 Lessor,either Party may give a notice to the other under this clause stating that, in accordance with clause 9.2(c), the Parties must enter into negotiations for the surrender of this Lease and the grant of a new lease.
- (c) If a notice under clause 9.2(b) has been given, the Parties will, subject to clause 9.2(d), negotiate in good faith for the surrender of this Lease and the granting by the Lessor 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 Lease remaining at the date of surrender of this Lease; and

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- (ii) subject to the necessary changes being made, be on the same terms as this Lease (except for this clause 9.2).
- (e) Despite clause 9.2, and if necessary, the Parties may negotiate to enter into a lease (or another arrangement) which permits the 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.
- (f) If the new lease (or a lease under clause 9.2(e)) requires the approval of the Minister under section 57 of the Act:
 - (i) the Lessor must apply for that approval; and
 - (ii) any agreement between the Parties for the surrender of this Lease, the grant of the new lease and entry into any lease (or other arrangement) under clause 9.2(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 9.2(e)).
- (g) If the Parties cannot agree to surrender this Lease and enter into a new lease within 3 months of a party's giving a notice under clause 9.2(b), a Party may, by notice to the other Party, terminate this Lease (effective from the date of its giving the notice).
- (h) If a Party gives a notice under clause 9.2(g), the Parties will do everything necessary to record the termination of this Lease in the land registry. This clause 9.2(h) survives termination of this Lease.
- (i) To remove any doubt, if the new lease is not a Lease under the Act, for clause 9.2(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 9.2:
 - (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.

9.3 Notices

- (a) A notice, approval, consent or other communication in connection with this 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 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 9.3(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 Lessor

Redland Investment Corporation Pty Ltd ACN 603 164 503

Address: Redland Investment Corporation, PO Box 21, Cleveland,
QLD 4163

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The Lessor

Redland Investment Corporation Pty Ltd ACN 603 164 503

Attention: Anca Butcher

Email: anca.butcher@redlandinvestcorp.com.au

Phone: 07 3829 8753 / 0439 147 368

Fax:

The Lessee

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

Address: The Department of Transport and Main Roads, PO Box 70,
Spring Hill, QLD 4000

Attention: Barbara Macdonagh

Email: barbara.m.macdonagh@tmr.qld.gov.au

Phone: 07 3066 5533 / 0418 758 044

Fax:

- (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.

9.4 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 Lease and the transactions contemplated by it, including the execution of documents.

10. Government Authority

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

- (a) nothing in this Lease operates to restrict or otherwise affect the 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 Lessee in the exercise of its powers and the satisfaction and performance of the Lessee's obligations under this Lease, the former prevails.

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11. 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 Lessee under this Lease are calculated without regard to GST.
- (c) If a payment by the Lessee to the Lessor under this Lease is for a supply by the Lessor under this Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice for the amount increased by the GST, the Lessee must pay the increased amount.