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1. Lessor	Lodger (Name, address & phone number)			Lodger Code
Ipswich City Council	Clewett Lawyers PO Box 10091 Adelaide Brisbane 4000 07 30096535 titles.bris@clewett.com.au			2072
2. Lot on Plan Description	County	Parish	Title Reference	
Lot 1 on SP197460	Stanley	Stapylton	50637794	
3. Lessee	Given names	Surname/Company name and number	(Include tenancy if more than one)	
		3GIS Pty Ltd ABN 93 111 440 307		

4. Interest being leased	Fee simple		
5. Description of premises being leased	Lease B in Lot 1 on SP197460 on SP201582		
6. Term of lease	7. Rental/Consideration		
Commencement date: 01/07/2027	As provided in the attached schedule		
Expiry date: 30/06/2037 and/or Event:			
#Options on page Nil			
# insert nil if no option or inset option period (eg 3 years or 2 x 3 years)			

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

Witnessing Officer	Execution Date	Lessor's Signature
signature	10/6/08	Executed under the seal of Ipswich City Council
full name		Mayor
qualification		Chief Executive 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.

Witnessing Officer	Execution Date	Lessee's Signature
signature	24/03/08	Tim Kaye
full name		3GIS Pty Ltd ABN 93 111 440 307 by its attorney:
qualification		

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

RONALD EDWARD ELLIS

Full name of attorney
Timothy Kaye - 3GIS CEO
Position title of attorney
under power of attorney no:
10709509 710604638
Power of attorney no.

A Justice of the Peace in and for the
State of New South Wales, Australia.
JP Registration No: 154068

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Schedule referred to in items 7 & 8 of form 7 lease.

Lessor: Ipswich City Council
Lessee: 3GIS Pty Ltd ABN 93 111 440 307

REFERENCE SCHEDULE

Item 1	Lessor	Name: Ipswich City Council Address: PO Box 191 Ipswich Qld 4305 Tel: 07 3810 6666 Fax: 07 3810 6731
Item 2	Lessee	Name: 3GIS Pty Ltd ABN 93 111 440 307 Address: c/- United Group Services Pty Ltd Level 13, 215 Adelaide Street Brisbane Qld 4000 Attention: United Group Services Telstra Client Manager Tel: 07 3239 4000 Fax: 07 3239 4010 AND: Address: Level 15, 40 Creek Street Brisbane Qld 4000 Attention: Regional Property Vendor Manager Fax: 07 3211 2903
Item 3 (Clause 3.1)	Rent	\$39,799.47 per annum, subject to Item 6
Item 4 (Clause 3.1)	Payment of Rent	Yearly in advance by way of electronic funds transfer
Item 5 (Clause 3.6)	Permitted Use	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Premises in accordance with this Lease including the exercise of any rights as set out in the Act
Item 6 (Clause 3.1)	Review of Rent	The Rent is to be increased on each Review Date by 5% per annum during the Term

1. INTERPRETATION

1.1 Definitions

In this Lease:

ACIF Code means the Australian Communications Industry Forum Code - Deployment of Radiocommunications Infrastructure (as amended from time to time).

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

Business Day means a day that is not a Saturday, Sunday or public holiday where the Land is located.

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

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Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, community obligations and technical requirements.

Commencement Date means the date specified as such in item 6 of the Form 7.

Easement means registered easement no. 710086198.

Existing Carrier means 3GIS Pty Ltd ABN 93 111 440 307.

Expiry Date means the date specified as such in item 6 of the Form 7.

Facility means the telecommunications facility being an equipment hut including equipment housing, security fence and/or any other fixtures, fittings, structures, and cabling:

- (a) constructed, installed, maintained and operated in accordance with any necessary Planning Approval;
- (b) associated with the Tower; and
- (c) otherwise as altered, upgraded and/or added to in accordance with this Lease but otherwise in the Lessee's absolute discretion from time to time.

Form 7 means the form 7 under the *Land Title Act 1994* (Qld) forming part of this Lease.

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the same meaning as in the GST Act.

Item means an item in the Reference Schedule.

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

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in item 3 of the Form 7, and any successor in title to that party.

Lessor means the party named in item 1 of the Form 7, and any successor in title to that party.

Nominated Carrier means Telstra Corporation Limited ABN 33 051 775 556 as the carrier declared to be the nominated carrier in respect of the Facility in accordance with the provisions of the Act.

Permitted Use means the use specified in Item 5.

Planning Approval means any approval, permit, consent or authority for the carrying out of development as defined in the *Integrated Planning Act 1997* (Qld) or required under a local law (or subordinate local law) applying in the local government area in which the Land is located.

Premises means the premises described in item 5 of the Form 7.

Reference Schedule means the reference schedule in this Lease.

Rent means the amount specified in Item 3 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term or any Further Term.

Services means electricity and any telecommunications services.

Special Easement Rights means all rights, interests and powers exercisable by the Lessor under the Easement, except to the extent that the Easement is an easement of right of way or for access purposes.

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Tax Invoice has the same meaning as in the GST Act.

Taxable Supply has the same meaning as in the GST Act.

Term means the term of this Lease which begins on the Commencement Date and (subject to earlier termination under this Lease or according to law) ends on the Expiry Date.

Tower has the meaning given in the Tower Licence.

Tower Licence means a licence agreement entered into, or to be entered into, between the Lessor and the Existing Carrier, a copy of which is attached as Schedule A to this Lease.

1.2 Rules for interpreting this Lease

- (a) Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this Lease except where the context makes it clear that a rule is not intended to apply.
- (b) Any right given to the Lessor or the Lessee (as the case may be) may, where the context so permits, be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (c) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (d) Sections 105 to 107 (inclusive) of the *Property Law Act 1974* (Qld) do not apply to this Lease.
- (e) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (f) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (g) Where a party is a corporation, it includes the corporation, its successors and assigns.
- (h) A singular word includes the plural, and vice versa.

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- (i) A word which suggests one gender includes the other genders.
- (j) If a word is defined, another part of speech has a corresponding meaning.
- (k) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (l) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (m) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.

2. DEMISE

2.1 Lessee Rights

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

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen, and for that purpose (and that purpose alone) the Lessee is authorised to exercise the Lessor's rights under the Easement but only in such a manner as not to breach the Easement;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) use the Services on the Premises (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (f) use so much of the Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any installation of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee.

2.2 Security

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

2.3 Minimise interference

In exercising its rights under this Lease, the Lessee must do so in such a way as to minimise (as far as is reasonably practicable) any interference with any lawful use of the Land by the Lessor or by any other person.

2.4 Beginning the Permitted Use

The Lessee must not begin using the Premises for the Permitted Use unless and until the Tower Licence exists.

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2.5 Comply with Planning Approvals

The Lessee must comply with the terms of any Planning Approval relating to the Facility from time to time.

2.6 Exercise of Special Easement Rights

- (a) The Lessee may from time to time request the Lessor to consent to the exercise by the Lessee of a Special Easement Right.
- (b) The Lessor must not unreasonably withhold consent to the exercise by the Lessee of the Special Easement Right if:
 - (i) the request is in writing;
 - (ii) the request describes the relevant Special Easement Right and how the Lessee wishes to exercise it;
 - (iii) the Lessee gives the Lessor all information (including drawings and technical information) that the Lessor reasonably requires in order to assess the Lessee's request;
 - (iv) the Lessee's exercise of the relevant Special Easement Right, as described in the request and other information, would not necessarily breach the Easement; and
 - (v) the Lessee's exercise of the relevant Special Easement Right, as described in the request and other information, would not be likely to detrimentally affect the Lessor's then existing or proposed exercise of the Special Easement Rights.
- (c) The Lessor is not taken to have consented unless it does so in writing, and the Lessor may give its consent conditionally if the conditions are reasonable. The Lessee must comply with any conditions.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Lessee must pay the Rent in the manner set out in Item 4.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 6.

3.2 Maintenance of Premises

The Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date), excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.

3.3 Reinstatement and Make Good

- (a) The Lessee must, by no later than 1 month after the end of the Term, remove the Facility and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 1 month after the end of the Term referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and no Rent is payable by the Lessee during that period.

3.4 Assignment

- (a) The Lessee must not assign, sublet or part with possession of the Premises without the consent of the Lessor, which consent must not be unreasonably withheld or delayed.
- (b) Despite clause 3.4(a), the Lessee may assign, sublet or part with possession of the Premises to a:

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- (i) related body corporate as defined in the *Corporations Act 2001* (Cth);
- (ii) body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity as defined in the *Corporations Act 2001* (Cth); or
- (iii) Commonwealth department or body,

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence. The Lessor is entitled to regard itself as not bound by the dealing unless and until the Lessee has given the Lessor that notification.

- (c) In the event of an assignment by the Lessee of this Lease and the Lessee giving notification to the Lessor under clause 3.4(b), the Lessee and Lessor are released from all obligations and liabilities to each other under this Lease from the date of such assignment, but without prejudice to any prior claim or remedy which either party may have against the other.

3.5 Services

- (a) The Lessee or the Lessor may install separate metering for the Services to the Premises at the Lessee's cost and the Lessee must pay to the suppliers all charges for the Services that are consumed or used by the Lessee.
- (b) The Lessor must obtain the Lessee's approval before installing any Services that exclusively service the Premises.

3.6 Use of Premises

The Lessee:

- (a) may carry out any structural work it considers is necessary as part of the installation of the Facility; and
- (b) may only use the Premises for the Permitted Use and not otherwise without the Lessor's prior written consent.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled during the Term to quietly enjoy the Premises without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.
- (b) The Lessor covenants not to manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation without the Lessee's written permission.
- (c) Subject to clause 4.1(d), the Lessor may from time to time enter the Premises:
 - (i) to inspect the Premises or the Facility or both;
 - (ii) to find out whether the Lessee is complying, or has complied, with this Lease;
 - (iii) in connection with fulfilling a legal obligation; or
 - (iv) for any other reasonable purpose.
- (d) The Lessor agrees it must notify the Lessee both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(e), of any proposed access by the Lessor which requires entry to the Premises or approach to the Facility so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures as notified by the Lessee to the Lessor from time to time.

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- (e) The Lessee has the right to erect signage and a security fence around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Facility.

4.2 Non-Derogation from Grant

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

4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant a right of occupancy on the Land to:
 - (i) another Carrier, if the right of occupancy will entitle the other Carrier to use any part of the Land as a 'facility' as defined in the Act; or
 - (ii) another occupier, if the right of occupancy is likely to materially adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use,

the Lessor must first:

- (iii) give notice to the Lessee immediately of such a proposal; and
 - (iv) obtain the Lessee's consent to such a proposal which consent must not be withheld or delayed unless the Lessee establishes that its Permitted Use will be Affected.
- (b) The Lessor's obligations under this clause are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation.
- (c) Clause 4.3(a) does not apply if the other Carrier or other occupier is:
 - (i) the Existing Carrier;
 - (ii) the Nominated Carrier; or
 - (iii) a related body corporate, under the *Corporations Act 2001*, of either of them.

4.4 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility and to exercise and procure every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.4(a).

The Lessee must pay or reimburse to the Lessor its reasonable expenses and administrative charges for or in connection with doing anything contemplated by this clause.

4.5 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor 28 days' written notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:

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- (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee including, without limitation, where the Lessee determines in its absolute discretion through the ACIF Code compliance regime or other applicable legislation, that the Lessee no longer requires the Premises; or
- (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee; or
- (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the performance of the Facility,

then the Lessee may terminate this Lease on giving to the Lessor 6 months' written notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.5(a) or clause 4.5(b), it must at its cost reinstate the Premises in accordance with clause 3.3. Any such termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.6 No Restriction on Commonwealth Legislation

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install the low impact installation.
- (c) The operation of this clause survives the expiry or termination of this Lease.

4.7 Lessee's Property

The Facility remains at all times the property of the Lessee.

4.8 Contamination

The Lessor warrants that at the Commencement Date, it is not aware of the Land or the Premises containing substances hazardous to health or safety.

4.9 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Expiry Date pursuant to clauses 4.5 or 5.1(c), the Lessor must, within 30 days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.10 Nominated Carrier

- (a) The Lessor acknowledges and agrees that the rights granted to the Lessee under this Lease can be exercised by the Nominated Carrier to the extent necessary to carry out its rights and obligations as nominated carrier under the Act in respect of the Facility and the Tower.
- (b) The Lessor must not interfere with the exercise of any of those rights by the Nominated Carrier under clause 4.10(a).
- (c) A reference to "rights" in clause 4.10(a) does not extend to the estate or interest in the Premises under this Lease or any incident of that estate or interest.

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5. MUTUAL COVENANTS

5.1 Default and Re-Entry

- (a) If the Rent is 1 month in arrears or if the Lessee breaches any of its other obligations under this Lease and the Lessee does not within:
- (i) 30 days in the case of non-payment of Rent; and
 - (ii) 90 days in the case of all other breaches,
- from being given written notice from the Lessor:
- (iii) remedy the default; or
 - (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 days after written notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by written notice to the Lessor. Upon receipt of such notice by the Lessor, this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 Termination of Tower Licence

This Lease determines if the Tower Licence is terminated.

5.3 Costs of Lease

The Lessee must:

- (a) pay or reimburse the Lessor for the Lessor's legal fees and disbursements for any legal services properly acquired by the Lessor in respect of this Lease after the first draft of this Lease was given to the Lessee (or to the Lessee's representative) by or for the Lessor;
- (b) pay all stamp duty and registration fees payable on this Lease; and
- (c) pay or reimburse the Lessor for the Lessor's reasonable costs, expenses and administrative fees for and incidental to the preparation of a survey plan of the Premises.

5.4 Holding Over

- (a) If the Lessee occupies the Premises with the Lessor's consent after the Expiry Date, then the Lessee does so under a yearly tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Expiry Date and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 1 year's written notice to the other (which notice may expire at any time).

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5.5 Relationship of Lease to Planning Approvals

The Lessee's obligations under this Lease are in addition to its obligations under any Planning Approval. In particular, nothing in this Lease negates, overrides or changes any of the Lessee's obligations under any Planning Approval in existence at the time that this Lease is entered into.

5.6 Change of Lessor

If the Lessor transfers the Premises to a person (**New Owner**) who becomes the registered owner of the Premises (or of any land including the Premises) and notifies the Lessee of the transfer:

- (a) the New Owner becomes the Lessor from the date of the notification for all purposes under this Lease; and
- (b) the Lessor and the Lessee are released from all obligations and liabilities to each other under this Lease from the date of the notification, but without prejudice to any prior claim or remedy which either party may have against the other.

6. INSURANCE AND INDEMNITY

6.1 Property Insurance

The Lessee will insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 Workers' Compensation Insurance

The Lessee will satisfy all statutory requirements for workers' compensation insurance pursuant to state legislation and regulations.

6.3 Public Liability Insurance

- (a) The Lessee will take out and maintain public liability insurance for an amount of not less than \$20 million for a single event and which includes the interest of the Lessee's landlords as a class.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.4 Indemnity

- (a) The Lessee indemnifies the Lessor (both during and after the Term) against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor to the extent that it is caused by or in connection with:
 - (i) a breach of this Lease by the Lessee;
 - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority; or
 - (iii) the Lessee's exercise or purported exercise of any rights under this Lease.
- (b) The indemnity provided by the Lessee under this clause 6.4 will not exceed \$20 million per event and in the aggregate.
- (c) The Lessee's liability to indemnify the Lessor under this clause 6.4 shall be reduced proportionately to the extent that any deliberate or negligent act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.4, the Lessor must follow the Lessee's reasonable instructions.

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- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.4 without obtaining the prior written consent of the Lessee. Such consent is not to be unreasonably withheld, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action required by the Lessee to defend any claim, action or demand made against the Lessor. The Lessor's reasonable costs and expenses of and incidental to any such court action are within the scope of the indemnity under this clause 6.4.

7. NOTICES

7.1 How to give a notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

7.2 When a notice is given

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

- (a) if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia – 3 Business Days after posting; or
 - (ii) to or from a place outside Australia – 7 Business Days after posting.

7.3 Address for notices

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

8. GST

8.1 Imposition of GST

Subject to clause 8.2, where one party (**supplying party**) makes a Taxable Supply to another party (**receiving party**) and the consideration for that supply is not expressed to be inclusive of GST, the receiving party must pay an additional amount when it pays or provides that GST exclusive consideration, equal to the value of that GST exclusive consideration (without deduction or set-off), multiplied by the prevailing GST rate.

8.2 Tax Invoice

The receiving party is not required to pay any amount of GST to the supplying party unless the supplying party has issued a Tax Invoice to the receiving party.

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8.3 Adjustment of consideration for a supply

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the supplying party will adjust the amount payable by the receiving party accordingly.

8.4 Indemnity and reimbursement payments exclude input tax credit entitlements

If one party (**payer**) is required to indemnify or reimburse another party (**payee**) for any cost, loss or expense incurred by the payee, the required payment does not include any part of such cost, loss or expense that the payee (or an entity grouped with the payee for GST purposes) is entitled to claim as an Input Tax Credit, but will be increased under clause 8.1 if the payment is consideration for a Taxable Supply.

9. TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE

(a) In this clause 9:

- (i) **Subsequent Lease** means a lease, if any, between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date; and
- (ii) **Prior Lease** means a lease, if any, between the Lessor and Lessee of the Premises for a period of time prior to the Commencement Date.

(b) The Lessee may terminate any Subsequent Lease for any reason in its absolute discretion by giving the Lessor written notice at least 1 month before the Terminating Date. The Subsequent Lease terminates on the date of the Lessee's notice.

(c) If a Prior Lease is validly terminated (other than by the effluxion of time), this Lease will automatically terminate on the same date as the Prior Lease is validly terminated.

(d) If:

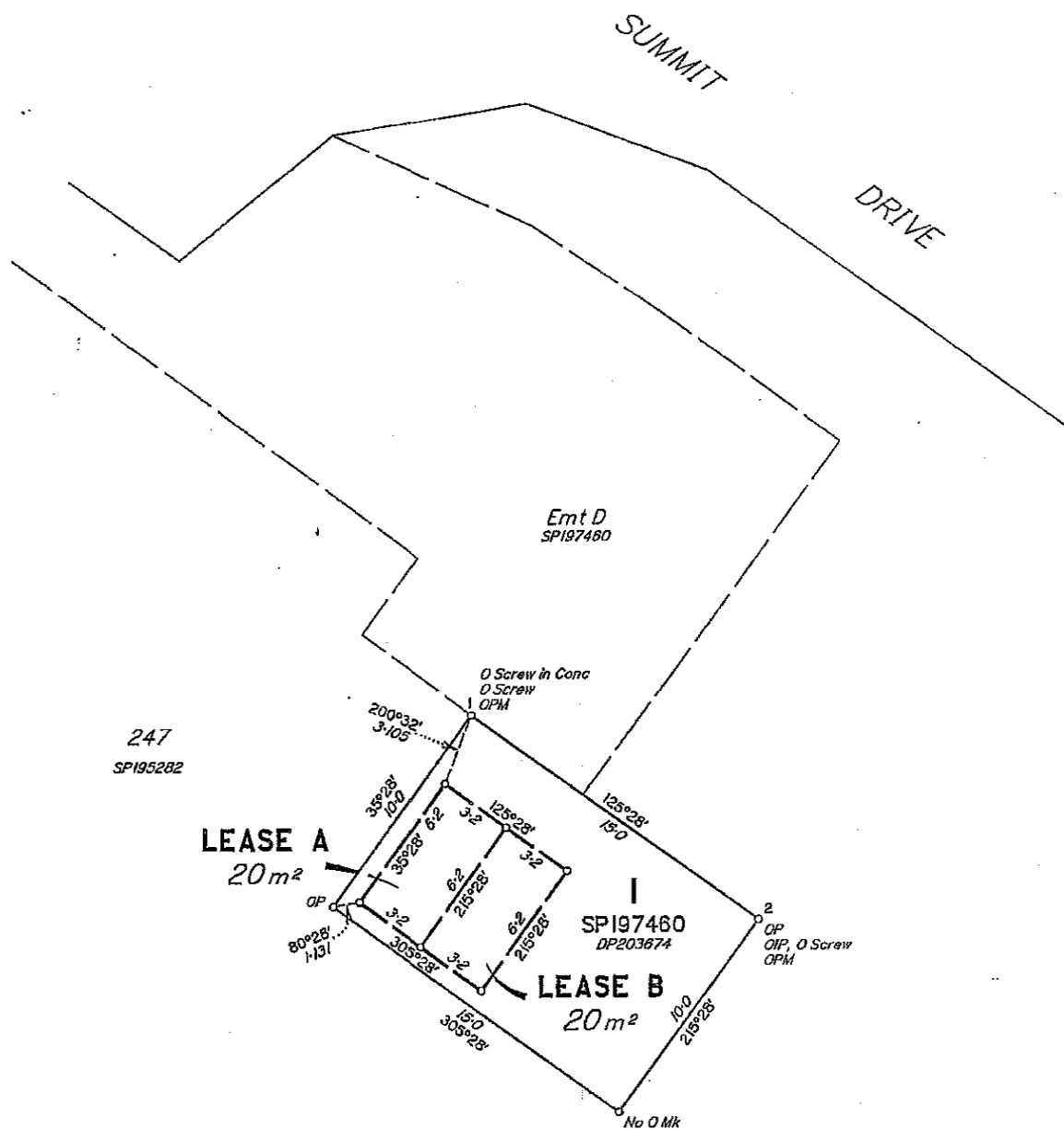
- (i) the Lessee gives the Lessor notice that it is terminating a Subsequent Lease under clause 9(b); or
- (ii) as a result of the termination of a Prior Lease, this Lease terminates under clause 9(c),

the Lessor and Lessee agree:

- (iii) to promptly execute a surrender of the Subsequent Lease or this Lease in registrable form;
- (iv) the termination of the Subsequent Lease or this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
- (v) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease or this Lease; and
- (vi) the Lessor must immediately produce the certificate of title for the Land to the Queensland Land Registry, if it is required, to enable the surrender of the Subsequent Lease or this Lease to be registered.

PERMANENT MARKS				
PM	ORIGIN	BEARING	DIST	NO
1-OPM	OP203674	356°21'50"	49.364	155442
2-OPM	OP203674	87°30'10"	71.873	155443

N & C



F/N's: NO

State copyright reserved

0845750 DESIGN

20052650

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

Registered

s. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1/We IPSWICH CITY COUNCIL

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~*as Lessees of this land agree to this plan.~~

Signature of *Registered Owners ~~*Lessees~~

* Rule out whichever is inapplicable

2. Local Government Approval.

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #

..... #

* Insert the name of the Local Government. % Insert Integrated Planning Act 1987 or
Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :

Local Govt :

Surveyor : 2006265

5. Existing

Title Reference	Lot	Plan	Lots	Emts	Road
50637794	1	SP197460	Leases A and B	—	—

Created

POR 5

Lots

Orig

7. Portion Allocation :

8. Map Reference :

9442-12422

9. Locality :

SPRINGFIELD LAKES

10. Local Government :

IPSWICH CITY COUNCIL

11. Passed & Endorsed :

By : Wayne John Halla

Date : 21-06-2007

Signed : *(Signature)*

Designation : Cadastral Surveyor

12. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.

* Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director * Date

~~*Delete words not required~~

13. Lodgement Fees :

Survey Deposit \$

Lodgement \$

..... New Titles \$

Photocopy \$

Postage \$

TOTAL \$

14. Insert Plan Number

SP201582