

Your reference  
Our reference L/F  
Contact Officer TIM SHEEHAN  
Telephone 07 3810 6626



**Ipswich City Council**

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Ipswich QLD 4305  
Australia

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Doyle and Campbell Solicitors  
PO Box 137  
BOOVAL QLD 4304

25 November 2008

Dear Mr Campbell

**Re: Amendment to Lease – ICC to Swifts Leagues Club Limited**  
**95A Brisbane Road Booval**  
**Part of Lot 23 on RP22367**

I refer to your letter dated 17 November 2008 and advise that the amendment to lease at the above property land has now been registered at the Department of Natural Resources and Water.

For your records I have enclosed an original fully executed lease amendment document and a copy of the Registration Confirmation Statement which records the lease amendment.

I thank you for your assistance in this matter.

Yours faithfully

A handwritten signature in black ink, appearing to read 'T Sheehan'.

Tim Sheehan  
Senior Property Officer

Dealing Number 712057647

Duty Imprint



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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 the department's website.

<b>1. Type/Dealing No of Instrument/Document being amended</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Type of Instrument Lease	Ipswich City Council	
Dealing Number 708579898	PO Box 191 Ipswich Q 4305	117
	tsheehan@ipswich.qld.gov.au	
	07 3810 6626	

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 169 on RP24111	Stanley	Ipswich	11285053

**3. Lessor**  
Ipswich City Council

**4. Lessee**  
Swifts Leagues Club Ltd ACN 010 165 045

**5. Amendment of Lease Details**

Expiry date: 05/09/2021 AND/OR Event:

Option/s#: 2 x 10 years

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

**6. Request/Execution**

The parties identified in items 3 and 4 agree that the instrument in item 1 is amended in accordance with:- item 5 and attached schedule

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

**Witnessing Officer**

signature

full name Alicia Kerrin Rieck

qualification

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

Execution Date

30/10/08

Lessor's Signature

\*Mayor/Authorised Councillor  
\*Chief Executive Officer/\*Delegated Officer  
for IPSWICH CITY COUNCIL

**Witnessing Officer**

signature

full name Victor Kenneth Boettcher

qualification

**Witnessing Officer**

signature

full name Victor Kenneth Boettcher

qualification

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

Execution Date

24/10/08

Lessee's Signature

Swifts Leagues Club Ltd ACN 010 165 045

Director

Director/Secretary

Lessee's Signature

Title Reference 11285053

This is the schedule referred to in the attached Form 13 Amendment ("**Form 13**") of Lease No. 708579898 ("**Lease**").

The Lessor named in item 3 of the Form 13 ("**Lessor**") and the Lessee named in item 4 of the Form 13 ("**Lessee**") agree as follows.

## 1. RENT

1.1 After clause 3.2 of the Lease, a new clause 3.2A is inserted as follows:

### **"3.2A Rent from 6 September 2008**

- (a) Clauses 3.1 and 3.2 do not apply after 5 September 2008.
- (b) For the **Lease Year** commencing on 6 September 2008, the '**Annual Rent**' is \$12,000 (plus GST).
- (c) For a subsequent **Lease Year**, the '**Annual Rent**' is calculated by applying the formula  $\$12,000 \times \text{CPI2} \div \text{CPI1}$  (plus GST), where:
  - (i) CPI2 is the **CPI** for the quarter ended on 30 June last before the commencement of the **Lease Year** in question; and
  - (ii) CPI1 is the **CPI** for the quarter ended on 30 June 2008.
- (d) The Lessee must pay the **Annual Rent** for a **Lease Year** annually in advance on the first day of the **Lease Year** without demand.
- (e) A '**Lease Year**' is a period of 12 months commencing on 6 September in any year."

## 2. RENEWAL OPTIONS

2.1 In **Item 4** of the **Items Schedule** in the Lease, the words "10 years" are deleted and in their place the following words are inserted:

*"10 years commencing on 6 September 2021  
10 years commencing on 6 September 2031"*

2.2 Clause 2.2 of the Lease is deleted and in its place the following clause is inserted:

### **"2.2 Renewal Options**

- (a) If there is a period stated in **Item 4** which would commence on the day after the Expiry Date of the **Lease**, the Lessee has an option to take a further lease of the **Premises** in accordance with this clause.
- (b) The Lessee can exercise the option only by giving the **Council** not more than 6 months' notice and not less than 3 months' notice before the Expiry Date.
- (c) The **Council** will grant the Lessee a further lease of the **Premises** if:
  - (i) the Lessee exercises the option properly and on time; and
  - (ii) the Lessee is not in breach of this **Lease** when it exercises the option; and
  - (iii) the Lessee is not in breach of this **Lease** at the Expiry Date.
- (d) The further lease will be on the same terms as this **Lease** except:

Title Reference 11285053

- (i) *the term of the further lease will be the period stated in **Item 4** of this **Lease** which commences on the day after the Expiry Date of this **Lease**; and*
- (ii) *the **Council** may make any amendments which it reasonably considers necessary to reflect any changes in the **Premises** or the management of the **Building**; and*
- (iii) *the **Annual Rent** for the first **Lease Year** of the further lease will be calculated by applying the formula  $\$12,000 \times \text{CPI2} \div \text{CPI1}$  (plus GST), where:*
  - (1) *CPI2 is the **CPI** for the quarter ended on 30 June last before the commencement of the lease year in question; and*
  - (2) *CPI1 is the **CPI** for the quarter ended on 30 June 2008.*
- (iv) *any other necessary changes will be made; and*
- (v) *any period stated in **Item 4** of this **Lease** which coincides with the term of the further lease or which expired before the commencement of the term of the further lease will be deleted in the further lease."*

### 3. OTHER MATTERS

- 3.1 Words and phrases defined in the Lease have the same meanings when used in this instrument unless a contrary intention is apparent.

# REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 11285053

This is the current status of the title as at 08:29 on 20/11/2008

## REGISTERED OWNER

Dealing No: 708587737 15/04/2005

IPSWICH CITY COUNCIL

## ESTATE AND LAND

Estate in Fee Simple

LOT 169 REGISTERED PLAN 24111  
County of STANLEY Parish of IPSWICH  
Local Government: IPSWICH

## EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11242126 (POR 169)
2. LEASE No 708579898 13/04/2005 at 15:11  
SWIFTS LEAGUES CLUB LTD A.C.N. 010 165 045  
OVER LEASE A ON SP147837
3. AMENDMENT OF LEASE No 712057647 19/11/2008 at 15:00  
LEASE: 708579898  
TERM: 06/09/2001 TO 05/09/2021 OPTION 10 YEARS

## ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
AS14039V	HERITGE SITE	10/09/1993 00:00	CURRENT
QUEENSLAND HERITAGE ACT 1992			

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

## DEALINGS REGISTERED

712057647 AMEND LEASE

Caution - Charges do not necessarily appear in order of priority

\*\* End of Confirmation Statement \*\*

M G Locke

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 2590916  
Office: IPSWICH  
Email: tsheehan@ipswich.qld.gov.au  
IPSWICH CITY COUNCIL  
SOUTH ST.  
IPSWICH  
Q 4305