

PORMPURAAW



ABORIGINAL  
SHIRE COUNCIL



PORMPURAAW

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☎ 07 4060 4600 ✉ admin@pormpuraaw.qld.gov.au

CAIRNS

📍 28 Scott Street, Parramatta Park QLD 4870  
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# Ordinary Meeting of Council

30 April 2025

The Mayor and Councillors  
Pormpuraaw Shire Council  
PORMPURAAW QLD 4892

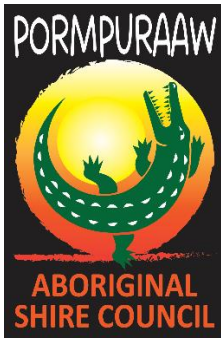
Dear Mayor and Councillors

Notice is hereby given that an Ordinary Meeting of the Pormpuraaw Aboriginal Shire Council will be held at the Mantra Mooloobah, on Thursday 1 May 2025 commencing at 10:00 am.

The agenda for the ordinary meeting is attached for your information.

Yours faithfully

Janelle Menzies  
Chief Executive Officer



# ORDINARY MEETING OF COUNCIL

Thursday 1 May 2025  
Pormpuraaw Aboriginal Shire Council  
Mantra Mooloobah

## ORDER OF PROCEEDINGS

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**1 OPENING OF MEETING**

**2 ATTENDANCE AND CERTIFICATE OF ATTENDANCE**

**3 APOLOGIES**

**4 DECLARATION OF INTEREST**

## 5 CONFIDENTIAL ITEMS\*

Nil

## 6 CHIEF EXECUTIVE REPORTS

### 6.1 CHANGE TO CHEQUE SIGNATORIES

**Author:** Janelle Menzies

**Authorisers:** Janelle Menzies

**Attachments:** Nil

#### KEY OUTCOME

**Strategic Priority:** 5. Organisation - developing our character

**Objective:** 5.8 Implement best practice financial planning that incorporates the costs of assets over their lifetime for current and future needs.

#### EXECUTIVE SUMMARY

To request a change to the current bank account cheque signatories

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#### RECOMMENDATION

That Council resolve to endorse the amendment to the current commonwealth bank account and CommBiz signatories for any two to sign to include the following: -

1. Janelle Menzies - Chief Executive Officer
2. Tracey Graham - Executive Manager Corporate Services
3. Shelina Bartlett - Executive Manager Community Services
4. Melanie Halpert - Finance Manager

That Council also resolve to appoint the signatories to also be QTC transaction authorisers.

#### BACKGROUND

The current bank signatories were Edward Natera and Tracey Graham for the Commonwealth Bank Accounts. Edward and Tracey were also CommBiz approvers as well as Melanie Halpert.

Tracey, Edward and Melanie were the QTC transaction approvers.

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Janelle Menzies was added as a CommBiz approver and a QTC transaction approver and Edward was removed from all these facilities in early February when Janelle commenced in the Chief Executive Role.

### CONSULTATIONS (Internal/External)

Commonwealth Bank

Queensland Treasury Corporation

### INTERESTED PARTIES

Janelle Menzies, the author of this document is a proposed signatory.

### LEGISLATION / LEGAL IMPLICATIONS

Nil

### POLICY IMPLICATIONS

Nil

### FINANCIAL AND RESOURCE IMPLICATIONS

Financial Delegation Register to be updated

### ASSET MANAGEMENT IMPLICATIONS

Nil

### RISK MANAGEMENT IMPLICATIONS

Risk Name & Description <i>What could happen and why?</i>	Current Controls <i>Are there current controls for the risk</i>	Impacts <i>Impact if the risk eventuates</i>	Risk Assessment			Risk Treatment <i>Depending on risk rating – additional controls / mitigation strategy to be implemented (to reduce risk rating)</i>
			Likelihood	Consequence	Risk Rating	
			<i>Refer to risk calculator provided above for measures</i>			
<b>Example:</b> <i>Insufficient funding</i>	<i>None</i>	<i>Delays to purchasing</i>	<i>C Possible</i>	<i>4 Major</i>	<i>High</i>	<i>Ensure funding approvals obtained at start of project</i>
Not enough signatures to undertake a transaction	New controls implemented	No one to approve a	<i>C Possible</i>	<i>3 Moderate</i>	<i>Medium</i>	Increasing the funding of signatories with reduce the risk

		transacti on				
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**HUMAN RIGHTS CONSIDERATIONS**

Section 4(b) of the Human Rights Act 2019 requires public entities to act and make decisions in a way compatible with human rights. The Human Rights Act 2019 requires public entities to only limit human rights in certain circumstances. The human rights protected under the Human Rights Act 2019 are not absolute. This means that the rights must be balanced against the rights of others and public policy issues of significance.

In the decision-making process, Council is to consider the 23 human rights:

- |                                                                       |                                                                            |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1. Recognition and equality before the law;                           | 13. Cultural rights—generally;                                             |
| 2. Right to life;                                                     | 14. Cultural rights—Aboriginal peoples and Torres Strait Islander Peoples; |
| 3. Protection from torture and cruel, inhuman or degrading treatment; | 15. Right to liberty and security of person;                               |
| 4. Freedom from forced work;                                          | 16. Humane treatment when deprived of liberty;                             |
| 5. Freedom of movement;                                               | 17. Fair hearing;                                                          |
| 6. Freedom of thought, conscience, religion and belief;               | 18. Rights in criminal proceedings;                                        |
| 7. Freedom of expression;                                             | 19. Children in the criminal process;                                      |
| 8. Peaceful assembly and freedom of association;                      | 20. Right not to be tried or punished more than once;                      |
| 9. Taking part in public life;                                        | 21. Retrospective criminal laws;                                           |
| 10. Property rights;                                                  | 22. Right to education;                                                    |
| 11. Privacy and reputation;                                           | 23. Right to health services.                                              |
| 12. Protection of families and children;                              |                                                                            |

Consideration of the 23 human rights protected under the Human Rights Act 2019 has been undertaken as part of this decision. It has been determined that this decision does not limit human rights.

## 6.2 EXECUTION OF 40 YEAR LEASES

**Author:** Janelle Menzies

**Authorisers:** Janelle Menzies

**Attachments:**

1. 40 Year Lease information [6.2.1 - 3 pages]
2. Lease 250417 Pormpuraaw Raaku Manth St [6.2.2 - 25 pages]

### KEY OUTCOME

**Strategic Priority:** 1. Community - the way we want to live together

**Objective:** 1.8 Develop and maintain housing infrastructure that meets the needs of support workers and contributes to the effective operation of the Council.

### EXECUTIVE SUMMARY

Execution of 40 Year Lease Documents

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### RECOMMENDATION

That the Council resolves to:

1. Accept the 40-year leases for 10 new social houses in Raaku and Manth Streets, and.
2. Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local*

*Government Act 2009* to negotiate, finalise and execute any and all matters associated with or in relation to this funding application.

### BACKGROUND

The Council is required to sign 40-year leases for the new 10 social houses constructed at Raaku and Manth Streets.

### CONSULTATIONS (Internal/External)

Department of Housing

### LEGISLATION / LEGAL IMPLICATIONS

Nil

### POLICY IMPLICATIONS

As attached

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## FINANCIAL AND RESOURCE IMPLICATIONS

As attached

## ASSET MANAGEMENT IMPLICATIONS

as attached

## RISK MANAGEMENT IMPLICATIONS

Risk Name & Description <i>What could happen and why?</i>	Current Controls <i>Are there current controls for the risk</i>	Impacts <i>Impact if the risk eventuates</i>	Risk Assessment			Risk Treatment <i>Depending on risk rating – additional controls / mitigation strategy to be implemented (to reduce risk rating)</i>
			Likelihood	Consequence	Risk Rating	
			<i>Refer to risk calculator provided above for measures</i>			
<b>Example:</b> <i>Insufficient funding</i>	<i>None</i>	<i>Delays to purchasing</i>	<i>C Possible</i>	<i>4 Major</i>	<i>High</i>	<i>Ensure funding approvals obtained at start of project</i>
Council will not manage assets correctly	40 year leases	Detoratio n of Assets	<i>C Possible</i>	<i>3 Moderate</i>	<i>Medium</i>	Council to enter 40-year leases for social housing

## HUMAN RIGHTS CONSIDERATIONS

Section 4(b) of the Human Rights Act 2019 requires public entities to act and make decisions in a way compatible with human rights. The Human Rights Act 2019 requires public entities to only limit human rights in certain circumstances. The human rights protected under the Human Rights Act 2019 are not absolute. This means that the rights must be balanced against the rights of others and public policy issues of significance.

In the decision-making process, Council is to consider the 23 human rights:

1. Recognition and equality before the law;
2. Right to life;
3. Protection from torture and cruel, inhuman or degrading treatment;
4. Freedom from forced work;
5. Freedom of movement;
13. Cultural rights—generally;
14. Cultural rights—Aboriginal peoples and Torres Strait Islander Peoples;
15. Right to liberty and security of person;
16. Humane treatment when deprived of liberty;
17. Fair hearing;



- |                                                         |                                                       |
|---------------------------------------------------------|-------------------------------------------------------|
| 6. Freedom of thought, conscience, religion and belief; | 18. Rights in criminal proceedings;                   |
| 7. Freedom of expression;                               | 19. Children in the criminal process;                 |
| 8. Peaceful assembly and freedom of association;        | 20. Right not to be tried or punished more than once; |
| 9. Taking part in public life;                          | 21. Retrospective criminal laws;                      |
| 10. Property rights;                                    | 22. Right to education;                               |
| 11. Privacy and reputation;                             | 23. Right to health services.                         |
| 12. Protection of families and children;                |                                                       |

Consideration of the 23 human rights protected under the Human Rights Act 2019 has been undertaken as part of this decision. It has been determined that this decision does not limit human rights.



## ATTACHMENT 2: EXAMPLE NOTE DISCLOSURE

### Significant Accounting Policies (extract)

#### **1. J Financial asset and financial liabilities** (extract)

##### Financial assets

Cash and cash equivalents (Note 1.K)

Receivables – measured at amortised cost (Note 1.L)

#### **1. N Other financial assets**

##### **Indigenous Housing Arrangement (40 year lease)**

In December 2008 the Queensland Government signed the *National Partnership Agreement on Remote Indigenous Housing* (NPA). The agreement between the Commonwealth of Australia and the States and Territories aims to facilitate significant reform in the provision of housing for Indigenous people in remote communities and to address overcrowding, homelessness, poor housing conditions and severe housing shortage in remote Indigenous communities.

The Indigenous Housing Arrangement (40 year lease) provides the mechanism for which the Queensland Government will achieve its roles and responsibilities under the NPA. Under a 40 year lease agreement, the Queensland Government (via the Department of Communities) will directly manage, collect rental income, perform repairs and maintenance, upgrade existing and construct additional housing in these communities for a period of 40 years.

##### **Lease details and transfer of Public Housing Assets from Council**

The 40 year lease agreement entered into with the Queensland Government on <insert date> covers all public housing assets on the <insert name of Aboriginal community> community together with <insert details of DOGIT /freehold land leased to State Government>.

Under the lease agreement, the <insert council name> will receive a once-off upfront payment of <insert initial amount> and annual payments of <insert annual payments> for a period of 40 years, concluding <insert date lease agreement ends>.

#### **1.R Property, Plant and Equipment** (extract)

The Council is located on land assigned to it under a Deed of Grant in Trust (DOGIT) under Section 334 of the Land Act 1962. It comprises an area of approximately xxx hectares.

The land is administered by the Department of the Environment and Resource Management and the Council has restricted use of this land for the benefit of shire inhabitants. The DOGIT land has not been taken up in the Council's assets as it cannot be reliably measured.

A portion of the DOGIT land <insert details> is leased to the State Government pursuant to the Indigenous Housing Arrangement (40 year lease).

#### **1. V Leases** (extract)

##### **Finance leases asset receivable**

Where Council enters into a finance lease, Council recognises an asset equal to the present value of the minimum lease payments receivable. Lease assets are reduced by repayments of principal received. The interest components of the lease payments received are recognised as finance income.



**Finance leases and hire purchase commitments receivable** (new note)

Details surrounding Council's material leasing arrangements can be found in Note 1.N

**Consolidated**

	2011		2010	
	Minimum lease payments \$000	Present value of lease payments \$000	Minimum lease payments \$000	Present value of lease payments \$000
Within one year	x	x	x	x
After one year but not more than five years	x	x	x	x
Total minimum lease payments	x	x	x	x
Less unguaranteed residual	x	x	x	x
Less amounts representing unearned finance income	x	x	x	x
Present value of minimum lease payments	x	x	x	x

**Council**

	2011		2010	
	Minimum lease payments \$000	Present value of lease payments \$000	Minimum lease payments \$000	Present value of lease payments \$000
Within one year	x	x	x	x
After one year but not more than five years	x	x	x	x
Total minimum lease payments	x	x	x	x
Less unguaranteed residual	x	x	x	x
Less amounts representing unearned finance income	x	x	x	x
Present value of minimum lease payments	x	x	x	x



**Assets Transferred**

On <insert date lease arrangement entered into> the Council leased its public housing assets and <insert details of DOGIT/freehold land> to the Queensland Government, as part of the Indigenous Housing Arrangement 40 year lease.

The lease is classified as a finance lease. As such, Council has recognised the lease receivable and derecognised the relevant assets in the financial statements.

Details of the leased assets are:

	Amount \$'000
Public Housing Assets	Xxx
Other assets	Xxx
	<hr/>
<b>Book value of assets transferred</b>	<b>Xxx</b>
	<hr/>
Fair value of compensation received (Lease Receivable)	Xxx
	<hr/>
<b>Net gain/loss on transfer</b>	<b>Xxx</b>
	<hr/>

As identified in Note 1R the DOGIT land cannot be reliably measured and has not therefore been included in this note.

QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994,  
and Water Act 2000

**LEASE / SUB LEASE**

**FORM 7** Version 7

Page 1 of 25

Dealing Number



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Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>1. Lessor</b> PORMPURAAB ORIGINAL COUNCIL DEED OF GRANT IN TRUST THE GRANTEE TO HOLD THE SAID LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL INHABITANTS AND FOR NO OTHER PURPOSE WHATSOEVER	<b>Lodger</b> (Name, postal address, E-mail & phone number) <b>Name:</b> Jess Cousins, RILIPO <b>Postal Address:</b> PO Box 5461, Cairns, Qld, 4870 <b>Email:</b> <a href="mailto:DATSIPFNQCSP@datsip.qld.gov.au">DATSIPFNQCSP@datsip.qld.gov.au</a> <b>Phone Number:</b> 0459 884 458	<b>Lodger Code</b> BE 2880
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<b>2. Lot on Plan Description</b> SEE ENLARGED PANEL	<b>Title Reference</b>
---------------------------------------------------------	------------------------

<b>3. Lessee</b> Given name(s)	<b>Surname/Company name and number</b> The State of Queensland (represented by Department of Housing and Public Works)	<b>Tenancy/Capacity</b>
-----------------------------------	---------------------------------------------------------------------------------------------------------------------------	-------------------------

<b>4. Interest being leased</b> FEE SIMPLE	<b>Dealing Number (if applicable):</b> Insert Dealing Number (if applicable)
-----------------------------------------------	------------------------------------------------------------------------------

<b>5. Description of premises being leased</b> (delete statements with a * if not applicable) Lease extent: Whole of the land	Land description: LOT 1 ON SP327449 LOT 2 ON SP327449 LOT 3 ON SP327449 LOT 4 ON SP327449 LOT 5 ON SP327449	LOT 1 ON SP327448 LOT 2 ON SP327448 LOT 3 ON SP327448 LOT 4 ON SP327448 LOT 5 ON SP327448
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<b>6. Term of lease</b> Commencement date/event: 30/04/2025 Expiry date: 30/04/2065 and/or Event: #Options: NIL #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>40 years</b>	<b>7. Lease Details</b> Rental Consideration: see schedule Lease Type: Government Area/Volume: 7,212 Square Metres
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**8. Terms and Conditions** (delete statements with a \* if not applicable)

(a) Document Reference - Nil;

(b) Additional terms and conditions: \*the attached schedule

**9. Previous Leases** (delete statements with a \* if not applicable)

The Lessor confirms that:  
\*the premises described in Item 5 are not, either wholly or partly, the subject of any other lease currently lodged or registered.

**10. Grant/Execution**

The Lessor leases to the Lessee, and the Lessee accepts the lease of, the premises described above on the terms and conditions in this lease and the Lessee acknowledges the amount payable or other consideration for the lease.

**Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994**

.....signature	SIGNED FOR AND ON BEHALF OF <b>PORMPURAAB ORIGINAL SHIRE COUNCIL</b>
.....full name	
.....qualification / /	
<b>Witnessing Officer</b> (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	<b>Lessor's Signature</b> Mayor/Councillor/Chief Executive Officer

.....signature	SIGNED FOR AND ON BEHALF OF <b>THE STATE OF QUEENSLAND</b> (represented by Department of Housing and Public Works)
.....full name	by.....(full name)
.....qualification	.....(designation) who is a duly authorised officer
	.....(signature)
<b>Witnessing Officer</b> (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	<b>Lessee's Signature</b>

QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**ENLARGED PANEL**

**FORM 20** Version 2  
Page 2 of 25

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922,51320923, 51320924, 51320925, 51320926.

This is the Enlarged Panel referred to in the Lease with commencement date 30/04/2025.

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<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
LOT 1 ON SP327449	51320928
LOT 2 ON SP327449	51320929
LOT 3 ON SP327449	51320930
LOT 4 ON SP327449	51320931
LOT 5 ON SP327449	51320932
LOT 1 ON SP327448	51320922
LOT 2 ON SP327448	51320923
LOT 3 ON SP327448	51320924
LOT 4 ON SP327448	51320925
LOT 5 ON SP327448	51320926

**SCHEDULE A**

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

This is the Schedule A referred to in the Lease with commencement date 30/04/2025

**Reference Table**

<b>Premises description</b>	Premises located at Pormpuraaw			
	Street Address	Real Property Description	Project Yield	Area M2
	CLI 404 Manth Street	Lot 1 on SP327449	1x 4B DH	839 m <sup>2</sup>
	CLI 403 Manth Street	Lot 2 on SP327449	1x 2B DH	839 m <sup>2</sup>
	CLI 402 Manth Street	Lot 3 on SP327449	1x 3B DH	839 m <sup>2</sup>
	CLI 401 Manth Street	Lot 4 on SP327449	1x 2B DH	840 m <sup>2</sup>
	CLI 400 Manth Street	Lot 5 on SP327449	1x 2B DH	840 m <sup>2</sup>
	CLI 500 Raaku Street	Lot 1 on SP327448	1x 2B DH	603 m <sup>2</sup>
	CLI 501 Raaku Street	Lot 2 on SP327448	1x 2B DH	603 m <sup>2</sup>
	CLI 502 Raaku Street	Lot 3 on SP327448	1x 3B DH	603 m <sup>2</sup>
	CLI 503 Raaku Street	Lot 4 on SP327448	1x 2B DH	603 m <sup>2</sup>
	CLI 504 Raaku Street	Lot 5 on SP327448	1x 4B DH	603 m <sup>2</sup>
<b>Trustee name and notice details</b>	Pormpuraaw Aboriginal Shire Council Address: 24 Thinraathin St, Pormpuraaw Postal Address: C/- Post Office, Pormpuraaw QLD 4892 Attention: Chief Executive Officer			
<b>Trust</b>	PORMPURAAW ABORIGINAL COUNCIL DEED OF GRANT IN TRUST THE GRANTEE TO HOLD THE SAID LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL INHABITANTS AND FOR NO OTHER PURPOSE WHATSOEVER.			
<b>Lessee name and notice details</b>	The State of Queensland (represented by Department of Housing and Public Works) Address: Level 19, 1 William Street, Brisbane, Qld, 4000 Postal Address: GPO Box 690, Brisbane, QLD, 4001 Attention: Mr Jeffrey Kilgour Telephone: 0408 006 511 Email: <a href="mailto:sahghdadjoiningproperty@housing.qld.gov.au">sahghdadjoiningproperty@housing.qld.gov.au</a>			

**SCHEDULE A**

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

<b>Rent</b>	\$10,452.60 (\$1,045.26 per year per dwelling)
<b>Rates Component</b>	\$26,131.40 (\$2,613.14 per year per dwelling)
<b>Dwellings</b>	10
<b>Area</b>	7,212 m <sup>2</sup>
<b>Local Government Area</b>	Pormpuraaw Shire
<b>Date for Completion of the Works</b>	30/04/2025
<b>Council</b>	For the purposes of clause <b>Error! Reference source not found.</b> and clause <b>Error! Reference source not found.</b> means the <b>Pormpuraaw Aboriginal Shire Council</b>



**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

## 1. Definitions and Interpretation

### Definitions

1.1 In this Lease, unless the context requires otherwise, the following terms will have the meanings assigned to them -

**“Aboriginal Tradition”** means the body of traditions, observances, customs and beliefs of Aboriginal people generally, or of a particular community or group of Aboriginal people and includes any such traditions, observances, customs and beliefs relating to particular persons, areas, objects or relationships.

**“Act”** means, depending on the type of Trust Land being leased, the *Aboriginal Land Act 1991* (Qld), or the *Torres Strait Islander Land Act 1991* (Qld).

**“Agreed Standard”** means the standard agreed in writing between the parties from time to time or, failing agreement, the higher of -

- (a) the relevant Australian standard (if applicable);
- (b) the relevant industry code or guidelines;
- (c) the standard required by law;
- (d) generally accepted industry standards and practices; and
- (e) community accepted standards and practices.

**“Ailan Kastom”** means the body of customs, traditions, observances and beliefs of Torres Strait Islanders generally, or of a particular community or group of Torres Strait Islanders and includes any such customs, traditions, observances and beliefs relating to particular persons, areas, objects or relationships.

**“Approvals”** means any consent or approvals required by law.

**“Business Day”** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane.

**“Commencement Date”** means the date specified in Item 6 on the Form 7.

**“Council”** means the council specified in the Reference Table and is only relevant if the Premises become Transferred Land after the Commencement Date.

**“Dwellings”** means the residential accommodation available for rent and constructed, or to be constructed on the Premises, the number of which is specified in the Reference Table.

**“Financial Year”** means a period of one year commencing on 1 July and ending on 30 June.

**“Form 7”** means the Form 7 lease which incorporates by reference the terms of this document.

**“Government Services Use”** means public infrastructure for a purpose as defined under section 5 of the *Acquisition of Land Act 1967* (Qld) and involves the development, subsequent use and maintenance of the Premises to deliver any such purpose together with such office, storage or residential purpose buildings (including accommodation for government employees) of and incidental to, or necessarily connected to the delivery of that purpose.

**“GST”** has the same meaning in the GST Act.

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

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

**"Improvements"** means all improvements, fixtures and fittings on the Premises at the Commencement Date and those constructed on the Premises from time to time, including the Lessee's Improvements.

**"Lease"** means a trustee lease under the Act and the agreement recorded in this document, its schedules, plans and attachments and includes any variation which has been duly executed by the parties and registered by the Registrar.

**"Lessee"** means the Lessee named in Item 3 on the Form 7 and unless inconsistent with the subject matter, includes all persons authorised by the Lessee.

**"Lessee's Improvements"** means all improvements, fixtures and fittings on the Premises which the Lessee has constructed, repaired, upgraded, or replaced, but excludes furniture and chattels owned by the Lessee and items owned by a third party .

**"Local Government"** means the local authority for the local government area specified in the Reference Table.

**"Minister"** means the Minister administering the Act.

**"Permitted Use"** means the use specified in clause **Error! Reference source not found.**

**"Plans"** means the plans and specifications in Schedule B.

**"Premises"** means the premises described in Item 5 of the Form 7, including the Improvements.

**"Queensland Government"** means the State of Queensland and includes each and every department or other body owned or controlled by the State of Queensland, but does not include a Government Owned Corporation under the *Government Owned Corporations Act 1993* (Qld).

**"Rates Component"** means the amount specified in the Reference Table and where applicable, adjusted in accordance with clause **Error! Reference source not found.**

**"Reference Table"** means the table and information on page 3 of this Lease.

**"Registrar"** means the Registrar of Titles under the *Land Title Act 1994* (Qld), or the chief executive under the *Land Act 1994* (Qld), as applicable.

**"Rent"** means the amount specified in the Reference Table and where applicable, adjusted in accordance with clause **Error! Reference source not found.**

**"Review Date"** means 1 July in the Financial Year containing the Commencement Date and then 1 July each year thereafter.

**"Services"** means those services provided by the Local Government and includes potable water, sewerage, stormwater and drainage and formed roads.

**"Social Housing"** means housing funded or provided by the Queensland Government including housing provided under the *Housing Act 2003* (Qld).

**"Statutory Charges"** means –

- (a) rates, charges and other levies (including rates and charges for the provision or reticulation of water and/or sewerage and/or drainage services) payable to the Local Government; and
- (b) rates, charges and other levies payable to the Local Government for the provision of rubbish removal; and
- (c) levies, contributions and/or other amounts payable to the Local Government or other authority for, or on account of fire protection services.

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

“**Supply**” has the same meaning as in the GST Act.

“**Tax Invoice**” has the same meaning as in the GST Act.

“**Term**” means the period specified in Item 6 on the Form 7.

“**Transferred Land**” has the same meaning as that term in the Act.

“**Trust Land**” means the land described in Item 2 on the Form 7.

“**Trustee**” means the Trustee referred to as the Lessor in Item 1 on the Form 7, together with its successors and unless inconsistent with the subject matter or context, includes all persons for the time being authorised by the Trustee.

“**Utilities**” means those services provided by the Local Government, or by an external provider, including electricity and telecommunications.

“**Works**” means the repair, upgrading or replacement of existing Dwellings, or the construction of new Dwellings on the Premises.

#### **Interpretation**

1.2 In this Lease:

- (a) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (b) all monetary amounts refer to Australian currency;
- (c) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) a reference to an individual or person includes a corporation or other legal entity;
- (e) a reference to a clause or schedule means a clause or schedule to this Lease;
- (f) the headings are included for convenience of reference only and are not intended to affect the meaning of this Lease;
- (g) if an expression is defined, other grammatical forms of that expression will have corresponding meanings;
- (h) a reference to days or months means calendar days or months;
- (i) if the day on which any act or thing is to be done under this Lease is a Saturday, Sunday or public holiday in the place where the act or thing is to be done, the act or thing may be done on the next Business Day in that place;
- (j) if any conflict arises between the clauses in this Lease and the contents of any schedule, the clauses prevail; and
- (k) an obligation on the part of two or more persons binds them jointly and each of them individually.

1.3 If a government department, agency, or statutory authority mentioned in this Lease:

- (l) ceases to exist; or
- (m) is reconstituted, renamed or replaced,

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

and its powers or functions are transferred to another government department, agency, or statutory authority, a reference to the government department, agency, or statutory authority will include that other government department, agency, or statutory authority.

In the absence of any provision to the contrary, references to the Premises include any part of the Premises.

## 2. Permitted Use

### Lessee Use of Premises

The Lessee must use the Premises for -

- (a) the Works;
- (b) Social Housing; or

any other Government Services Use reasonably incidental to those purposes.

## 3. The Works

### Trustee's Consent

3.1 The Trustee consents to the Lessee undertaking the Works in substantially the same form as the Plans.

### Approval and Plans

3.2 The Lessee will –

- (a) obtain all Approvals for the Works;
- (b) construct the Works in accordance with the Approvals and the Plans;
- (c) construct the Works in a proper and workmanlike manner, using good quality materials; and
- (d) use its best endeavours to complete the Works no later than the date specified in the Reference Table.

## 4. Rent

### Payment of Rent

4.1 The Lessee must pay the Rent to the Trustee annually in accordance with clause **Error! Reference source not found.**

### Time of Payment

4.2 Unless otherwise agreed in writing, the Rent must be paid in advance no later than 30 days after the Commencement Date and after that, no later than 10 Business Days after the Review Date. A pro-rata adjustment must be made for any periods relating to part of a Financial Year.

### Rent Adjustments

4.3 The Trustee will determine the Rent payable on and from the Review Date in accordance with the following formula –

$$\text{Rent} = \frac{R \times C2}{C1}$$

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

Where:

R is the Rent specified in the Reference Table; and

C1 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March 2022; and

C2 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March immediately prior to the relevant Review Date.

#### Reduction in Rent

4.4 If the Lessee surrenders this Lease over part of the Premises in accordance with clause **Error! Reference source not found.**, then the Rent will be reduced on a pro-rata basis having regard to the proportion that the area of land over which the Lease is surrendered bears to the original area.

#### 4.5 Prescribed Rent

If during the Term of this Lease a regulation is made under the Act which prescribes the rent for leases granted to the State of Queensland under the Act, then –

(a) if applicable, the Rent must be adjusted to comply with the prescribed amount under that regulation; and

(b) this Lease must be amended in accordance with clause **Error! Reference source not found.** to reflect the adjusted Rent.

### 5. Outgoings

#### Statutory Charges

5.1 Subject to clause **Error! Reference source not found.**, the Lessee must pay the Rates Component to the Local Government annually. The Lessee must make the first payment no later than 30 days after the Commencement Date and after that, no later than 10 Business Days after the Review Date. A pro-rata adjustment must be made for any periods relating to part of a Financial Year.

5.2 When the Local Government levies Statutory Charges in respect of the Premises, the Lessee will cease paying the Rates Component and must pay those Statutory Charges.

#### Rates Component Adjustment

5.3 The Trustee will determine the Rates Component payable on and from the Review Date in accordance with the following formula –

$$\text{Rates Component} = \frac{R \times C2}{C1}$$

Where:

R is the Rates Component specified in the Reference Table; and

C1 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March 2022; and

C2 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March immediately prior to the relevant Review Date

#### Reimbursement

5.4 If an amount under clause **Error! Reference source not found.** is levied on the Trustee, then the Lessee

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

must –

(a) reimburse the Trustee for the amount, if the Trustee provides the Lessee with evidence of payment of the amount; or

(b) pay the amount at the Trustee's direction,

by the later of -

(c) the due date for payment by the Trustee; and

(d) the date which is 30 Business Days after the Lessee is called upon by the Trustee to pay the amount.

**Pro-rata**

5.5 If an amount referred to in clause **Error! Reference source not found.** relates to more than the Premises, then a pro-rata adjustment (as bona fide determined by the Trustee) must be made and the Lessee will be responsible for its reasonable share of the amount. The Lessee's share will be the proportion that the Premises bears to the area to which the amount relates.

**Payment for Utilities**

5.6 In respect of Utilities provided to the Premises, the Lessee is responsible for -

(a) establishing accounts in its own name wherever possible; and

(b) paying all fees and charges for the use of the Utilities.

**6. Inspection by Trustee**

**Inspection**

6.1 After giving at least 10 Business Days' written notice to the Lessee, the Trustee and its agents may inspect the Premises. These inspections may be undertaken annually, or at such other time during the Term where a reasonable cause for an inspection is stated in the notice.

**Lessee to be Present at Inspection**

6.2 Any inspection under clause **Error! Reference source not found.** must be undertaken in the presence of a nominated officer of the Lessee.

**Areas Excluded from Inspection**

6.3 Despite clause **Error! Reference source not found.**, the Lessee may give notice to the Trustee that access to certain areas of the Premises is excluded by law, or due to reasonable security, or public concerns, having regard to the Permitted Use.

**Written Report**

6.4 Where the Lessee has given notice under clause **Error! Reference source not found.**, the Lessee must provide a written report to the Trustee certifying –

(a) that part of the Premises excluded from the inspection continues to be used for the Permitted Use; and

(b) the state of repair of the Premises.

**7. Nuisance**

The Lessee -

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

- (a) must conduct its operations on the Premises in an orderly and respectable manner; and
- (b) will not do, or suffer to be done, anything in, upon, or about the Premises which is, or may be, or may become a nuisance.

## **8. Pest Plants and Animals**

The Lessee must control pest plants and animals on the Premises during the Term of this Lease in accordance with the *Biosecurity Act 2014* (Qld) and the requirements of the Local Government.

## **9. Removal of Trees**

The Lessee must not destroy any trees on the Premises, unless in accordance with the *Vegetation Management Act 1999* (Qld) and/or the *Planning Act 2016* (Qld). The Lessee must consult the Trustee in regard to any proposed destruction.

## **10. Quiet Enjoyment**

If the Lessee pays the Rent and observes and performs its covenants and conditions of this Lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption or disturbance by the Trustee, or any person claiming under or through the Trustee.

## **11. Environment Protection**

### **No Pollution**

- 11.1 The Lessee must not dispose of, or permit to be disposed of, any garbage, oil, chemical or other substance or thing from the Premises in the sea, or on the Trust Land in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.

### **Storage**

- 11.2 The Lessee –

- (a) will store and keep all trade refuse and trade garbage in proper containers; and
- (b) will dispose of all refuse regularly and hygienically at an approved rubbish dump,

without causing pollution or damage to the Premises, Trust Land, surrounding land or sea. Trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this type, but does not include general refuse and garbage which is collected by, or on behalf of the Local Government.

### **Lessee's Obligation**

- 11.3 The Lessee must use all reasonable endeavours to -

- (a) overcome and minimise any deleterious effects upon the environment arising from its use of the Premises; and
- (b) rehabilitate the Premises if there is damage caused to the Premises as a result of, or incidental to the Lessee's use of the Premises.

## **12. Compliance with Laws**

The Lessee will punctually comply with and observe the requirements of all statutes, regulations, ordinances and local laws relating to its occupation of the Premises, including any Approvals required for the use of the Premises.

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

### 13. Access, Utilities and Services

#### Access

- 13.1 If there is no direct access to the Premises from a public road, the Trustee grants the Lessee and its officers, employees, agents, contractors, consultants and invitees reasonable access through the land adjoining the Premises for the purpose of gaining access to the Premises.
- 13.2 The route over the Trust Land for access to the Premises may be restricted by the Trustee, with the means of access directed to the shortest practical route which both minimises nuisance or interference to the Trustee, adjoining occupiers or neighbours and is culturally appropriate, but the Trustee cannot deny reasonable access.
- 13.3 Where the Trustee may lawfully restrict access by persons upon the Trust Land, the Lessee must inform the Trustee of the names or descriptions of persons, or types of person required to undertake the Permitted Use and the Trustee will not deny access to the named or described persons, or types of persons without just cause.
- 13.4 The Lessee agrees that the provisions of clause **Error! Reference source not found.** (Insurance) and clause **Error! Reference source not found.** (Release and Indemnity) applies to the exercise by the Lessee of its rights pursuant to clause **Error! Reference source not found.**

#### Utilities

- 13.5 At its cost, the Trustee must ensure that Utilities are provided to the boundary of the Premises, to the Agreed Standard and available for connection or use by the Lessee at the Lessee's cost.

#### Services

- 13.6 At its cost, the Trustee must ensure that Services are provided to the boundary of the Premises, to the Agreed Standard.

### 14. Transfer, Sub-letting and Mortgage

#### Queensland Government

- 14.1 While the Queensland Government is the Lessee, the Lessee, by notice to the Trustee, may advise of a change of the department or body holding and administering this Lease and may lodge with the Registrar such documents as are required to record the change.

#### Transfer or Sub-lease

- 14.2 The Lessee may transfer this Lease only with the prior written consent of the Trustee.
- 14.3 The Trustee agrees that the Lessee may sub-let the Premises by entering into residential tenancy agreements for the Dwellings, without the Trustee's prior consent.

#### Rent under Sub-lease

- 14.4 The Lessee will determine the rent payable by the tenants under the sub-lease referred to in clause **Error! Reference source not found.** in accordance with the policy used by the Lessee for social housing tenants in Queensland ("the policy").
- 14.5 If the Lessee intends to amend the policy or to implement a new system of determining rent payable by tenants, the Lessee will consult with the Trustee and if applicable, the Lessee will also consult with the Council.

#### Ailan Kastom/Aboriginal Tradition

- 14.6 Subject to clause **Error! Reference source not found.**, when granting sub-leases in accordance with clause



**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

**Error! Reference source not found.**, the Lessee will apply the policy used by the Lessee for social housing tenants in Queensland to determine who will be eligible to enter into a residential tenancy of a Dwelling.

- 14.7 The Lessee will liaise with the Trustee and if applicable, the Lessee will also liaise with the PBC to develop arrangements for the letting of the Dwellings. Those arrangements are to take Ailan Kastom or Aboriginal Tradition, as applicable, into consideration.

## **15. Improvements, Repairs and Alterations**

### **Improvements**

- 15.1 The Premises includes the Improvements.
- 15.2 In addition to the Works to be undertaken in accordance with clause **Error! Reference source not found.** and subject to clause **Error! Reference source not found.**, the Lessee, at its cost, may -
- (a) repair, upgrade or replace Improvements from time to time which the Lessee determines are necessary for its use of the Premises;
  - (b) modify or extend the Improvements from time to time in order to meet the requirements of the Lessee; and
  - (c) construct other improvements to replace the Improvements (or any part of them) in the event of destruction of the Improvements (or any part of them).

### **Approvals**

- 15.3 Before constructing any improvements under clause **Error! Reference source not found.**, the Lessee must obtain all applicable Approvals.

### **Ownership**

- 15.4 All of the Improvements are the property of the Trustee.

### **Appearance of Premises**

- 15.5 The Lessee must –
- (a) keep the Premises fit for the Permitted Use; and
  - (b) maintain the outward appearance of the Premises in a state of cleanliness and good repair so as not to unduly diminish the aesthetic appearance of the general locality in which the Premises are situated.

### **Lessee's Obligations**

- 15.6 The Lessee is responsible for maintaining and repairing the Improvements at the Lessee's cost, including maintenance and repairs due to fair wear and tear.

## **16. Insurance**

### **Improvements**

- 16.1 During the Term of this Lease, the Lessee will insure the Improvements against damage by -
- (a) fire;
  - (b) lightning;
  - (c) impact by aircraft;

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

- (d) earthquake;
- (e) explosion;
- (f) impact by vehicles and animals;
- (g) malicious damage other than by persons in or about the Improvements with the actual or implied consent of the Lessee, any sub-lessee, or licensee;
- (h) rainwater; and
- (i) storm and/or tempest,

in broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance is effected.

#### **Lessee's Policy**

- 16.2 The Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth), naming the Lessee as the insured. The policy must cover legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done, or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of the loss, damage or injury. The policy must be –
- (a) for an amount of not less than \$20 million in respect of all claims arising out of a single event or such higher amounts as the Trustee may reasonably require;
  - (b) effected on a “claims occurring” basis so that any claim made by the Lessee under the policy after the expiration of the period of policy cover, but relating to an event occurring during the currency of the policy, will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
  - (c) maintained at all times during the currency of this Lease.

#### **Renewal of Lessee's Policy**

- 16.3 The Lessee must renew the policy, at the Lessee's expense, each year during the Term of this Lease and forward a certificate of currency to the Trustee within 14 days of being requested to do so by the Trustee.

#### **Cancellation of Lessee's Policy**

- 16.4 Upon receipt of a notice of cancellation of the policy, the Lessee must immediately effect another public liability policy in accordance with the provisions of this clause **Error! Reference source not found.**

#### **Government Lessee**

- 16.5 Clauses **Error! Reference source not found.** to **Error! Reference source not found.** inclusive will be satisfied if –
- (a) the Lessee is the Queensland Government, or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund; or
  - (b) the Lessee is the Commonwealth of Australia, or a statutory authority eligible for cover under the Comcover Insurance Fund and it is insured and continues to be insured by Comcover.

#### **Keep Trustee Informed**

- 16.6 As soon as practicable, the Lessee must inform the Trustee, the Minister and the Minister administering the *Land Act 1994* (Qld) in writing, of the occurrence of any event that the Lessee considers is likely to give rise to

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

a claim under the policy of insurance effected. The Lessee must ensure that the Trustee, the Minister and the Minister administering the *Land Act 1994* (Qld) are kept fully informed of subsequent actions and developments concerning the claim.

#### **Trustee's Insurance**

- 16.7 During the Term of this Lease, the Trustee will obtain and keep in full force and effect a public risk liability insurance policy applying to all operations on the Premises. That policy will include property damage liability, accidental death of, or accidental bodily injury to persons, contingent liability and Trustee's legal liability with respect to the Premises. The policy will be written on a comprehensive basis with limits of not less than \$20 million.

#### **17. No Warranties**

The Trustee gives no warranty as to the suitability of the Premises for the Permitted Use.

#### **18. Release and Indemnity**

##### **Indemnity**

- 18.1 The Lessee indemnifies and agrees to keep indemnified the State of Queensland (represented by the Department of Natural Resources and Mines), the Minister, the Minister administering the *Land Act 1994* (Qld) and the Trustee (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of, or in any way connected to, or resulting from the granting of this Lease to the Lessee, or which is connected to, or resulting from the Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions"), except to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties. Any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.

##### **Release**

- 18.2 The Lessee releases and discharges the Indemnified parties from any claim relating to the indemnified acts or omissions which may be made against the Indemnified parties except to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties. Any negligent act or omission of one of the Indemnified parties does not negate the release and discharge to any of the other Indemnified parties.

#### **19. Default**

- 19.1 Subject to the provisions of section 124 of the *Property Law Act 1974* (Qld), if a party (Defaulting Party) defaults under this Lease (a Default) then, in addition to any other right the other party (Innocent Party) may have, the provisions in the following clauses apply.
- 19.2 The Innocent Party may serve a notice to remedy the Default (a Default Notice) on the Defaulting Party. The Default Notice must provide reasonable particulars of the default and require the Defaulting Party to remedy the default within a reasonable time (which must not be less than 30 Business Days and may be such longer period as the Innocent Party at its absolute discretion allows).
- 19.3 The Defaulting Party must use its best endeavours to remedy the Default as soon as reasonably possible and in any case, within the time stipulated in the Default Notice.
- 19.4 When the Defaulting Party has remedied the Default, it must provide reasonable evidence to the Innocent Party that it has done so.
- 19.5 If the Defaulting Party has not remedied the default to the Innocent Party's reasonable satisfaction prior to expiry of the time stipulated in the Default Notice, then -
- (a) the Innocent Party may elect to -

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

- (i) remedy the Default, in which case the Defaulting Party must pay all of the Innocent Party's reasonable costs and outlays of and incidental to the Default Notice and remedying the Default; or
  - (ii) serve a written notice on the Defaulting Party terminating the Lease if the Innocent Party has been materially prejudiced by the unremedied default ; and
- (b) the Innocent Party may claim compensation for the Default from the Defaulting Party.

## 20. Damage and Destruction

### Damage

- 20.1 Subject to clause **Error! Reference source not found.**, if during the Term, any of the Improvements are damaged to the extent that they are no longer able to function as intended or destroyed (Damage), then in respect of the repair, reinstatement, or replacement (Repair) of the Improvements, the Lessee may either Repair the Improvements at its cost, or terminate this Lease.

### Fault

- 20.2 To the extent a party causes or contributes to the damage or destruction of the Improvements, whether by wilful damage or neglect, that party is responsible for repairing and reinstating the damage at its expense.

### Notice about Damage

- 20.3 The Trustee must notify the Lessee as soon as the Trustee becomes aware that any of the Improvements are damaged.
- 20.4 The Lessee must notify the Trustee as soon as the Lessee becomes aware that any of the Improvements are damaged.

### Notice by Lessee

- 20.5 Subject to clause **Error! Reference source not found.**, no later than 40 Business Days after the Trustee notifies the Lessee of the Damage, or the Lessee notifies the Trustee of the Damage, as the case may be, the Lessee must give written notice to the Trustee –
- (a) of the Lessee's intention to Repair the Improvements; or
  - (b) terminating this Lease.
- 20.6 Where Approval from the Council is required in relation to the Damage, the 40 Business Days referred to in clause **Error! Reference source not found.** will not commence until the Lessee has received a copy of the Council resolution from the Trustee.
- 20.7 Where the Lessee has given a notice to the Trustee of the Lessee's intention to Repair the Improvements under clause **Error! Reference source not found.**, the Lessee is not required to Repair the Improvements until it has received the necessary Approvals from the Council endorsing the demolition and Repair of the Improvements.
- 20.8 Unless the Lessee gives a notice under clause **Error! Reference source not found.** terminating this Lease, the Lessee must Repair the Improvements.
- 20.9 If the Lessee does not receive the required Approvals from the Council endorsing the demolition and Repair of the Improvements, the Lessee may elect to terminate this Lease by notice to the Trustee.

## 21. Removal of Improvements

- 21.1 At the expiry or sooner termination of this Lease, the Lessee -

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

- (a) must not remove any of the Improvements;
- (b) must leave the Premises in a clean and tidy state; and
- (c) must leave the Improvements in good and tenantable condition.

## **22. Surrender**

### **Lessee's Surrender of Lease**

- 22.1 The Trustee acknowledges that the Lessee may surrender this Lease over part of the Premises from time to time to enable the Lessee's tenant to obtain a 99 year lease of a Dwelling for private residential purposes under the Act.
- 22.2 Despite clause **Error! Reference source not found.**, at any time during the Term of this Lease, the Lessee may surrender the whole of this Lease, or surrender this Lease over part of the Premises by –
- (a) giving not less than 3 months' written notice to the Trustee of its decision to do so; and
  - (b) providing to the Trustee an executed surrender in registrable form.

### **Trustee to Execute Surrender**

- 22.3 The Trustee must execute the surrender and return it to the Lessee within 15 Business Days for registration by the Registrar. Upon registration of the surrender, this Lease will end if the surrender relates to the whole lease, or this Lease will end in relation to that area of the Premises subject to the surrender and the provisions in clause **Error! Reference source not found.** will apply.

## **23. No Waiver**

If there is any delay or indulgence on the part of a party in the exercise by it of any of its rights, powers or remedies under this Lease, such delay or indulgence will not be deemed to be a waiver of such rights powers or remedies except where specifically communicated to the other party in writing.

## **24. Consents**

Any permission, consent or approval to be given by the Trustee must not be unreasonably withheld but may be given subject to reasonable conditions.

## **25. Property Law Act Exclusions**

The obligations and powers implied under sections 105 and 107 of the *Property Law Act 1974* (Qld) are expressly excluded from this Lease.

## **26. Further Assurances**

Where a party to this Lease has an obligation or right to do something, then the other party -

- (a) must not unreasonably do anything which prevents the party from performing its obligation or exercising its right; and
- (b) must at the other party's expense, sign any documents or do any acts reasonably required to assist the other party performing the obligation or exercising the right, except in circumstances where doing so would materially prejudice the party.

## **27. GST**

- 27.1 The parties acknowledge that GST may be payable on a Supply under this Lease.

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

27.2 Where GST is payable on any Supply, the party making the Supply must issue a valid Tax Invoice for the Supply and the party receiving the Supply must pay the GST in addition to the consideration for the Supply.

27.3 If for any reason including:

- (a) an amendment to the GST Act;
- (b) the issue of a ruling or advice by the Commissioner for Taxation;
- (c) a refund of GST in respect of any Supply made under this Lease; or
- (d) a decision of any tribunal or court;

the amount of GST paid by a party under this Lease differs from the amount of GST paid or payable to the Commissioner of Taxation, then the party making the Supply must issue an appropriate GST adjustment note and the difference must be paid by or to the other party as the case may be.

27.4 The parties agree to exchange with each other such information as may be necessary to enable each party to accurately assess its rights and obligations under this clause **Error! Reference source not found.**

## **28. Amendment of Lease**

This Lease may be amended in accordance with the Act if –

- (a) both the Trustee and the Lessee agree; and
- (b) a formal instrument of amendment is registered by the Registrar.

## **29. Notices**

### **Form of Notice**

29.1 Notices under this Lease may be delivered by hand, by mail, or by email to the addresses specified in the Reference Table, or any substitute address as may have been notified in writing by the relevant addressee from time to time.

### **Time of Notice**

29.2 Subject to clause **Error! Reference source not found.**, notice will be deemed given –

- (a) 5 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or
- (c) if emailed - on the date of the email,

as the case may be.

29.3 An email received after 5.00pm will be deemed to be received at the start of the next Business Day.

29.4 Notices must be on the relevant party's letterhead and signed by an authorised person.

29.5 Notices may be given by or to a party's solicitor by any of the means specified in clause **Error! Reference source not found.**

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

### 30. Costs

#### Registration and Survey Fees

30.1 The Lessee must pay any registration fees and survey fees for this Lease.

#### Stamp Duty

30.2 The Lessee must pay the stamp duty (if any) for this Lease.

#### Costs Generally

30.3 Each party is responsible for its own costs of and incidental to this Lease, including the cost of any necessary consents and approvals sought by that party.

### 31. Option to Renew

31.1 If the Lessee –

- (a) not less than 1 month prior to the expiration of the Term of this Lease, gives written notice to the Trustee that it wishes to renew this Lease; and
- (b) at all times, up to the date of expiration of the Term of this Lease, has complied punctually with its obligations under this Lease,

then the Trustee will grant to the Lessee a further lease of the Premises for a period of **N/A** years on the same terms and conditions as are contained in this Lease, except that the provisions of this clause **Error! Reference source not found.** will be omitted.

31.2 The rent for the first year of the further lease will be determined in accordance with the formula specified in clause **Error! Reference source not found.**.

### 32. Registration of Lease

The Lessee must lodge this Lease with the Registrar for registration after receiving the signed Lease from the Trustee.

### 33. Governing Law

This Lease is governed by the laws of Queensland.

**SCHEDULE A**

**Title References** 51320928, 51320929, 51320930, 51320931, 51320932, 51320922, 51320923, 51320924, 51320925, 51320926.

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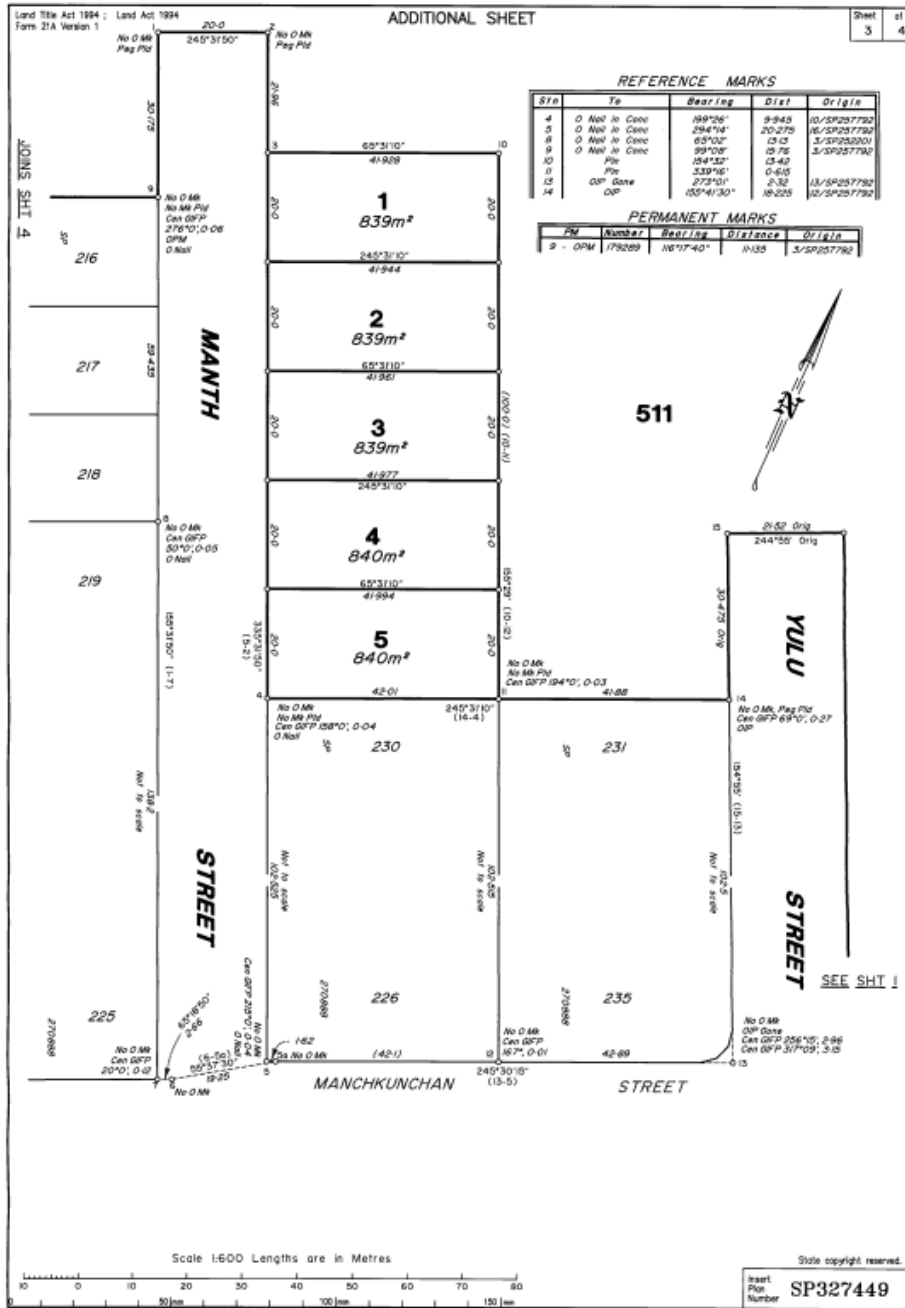
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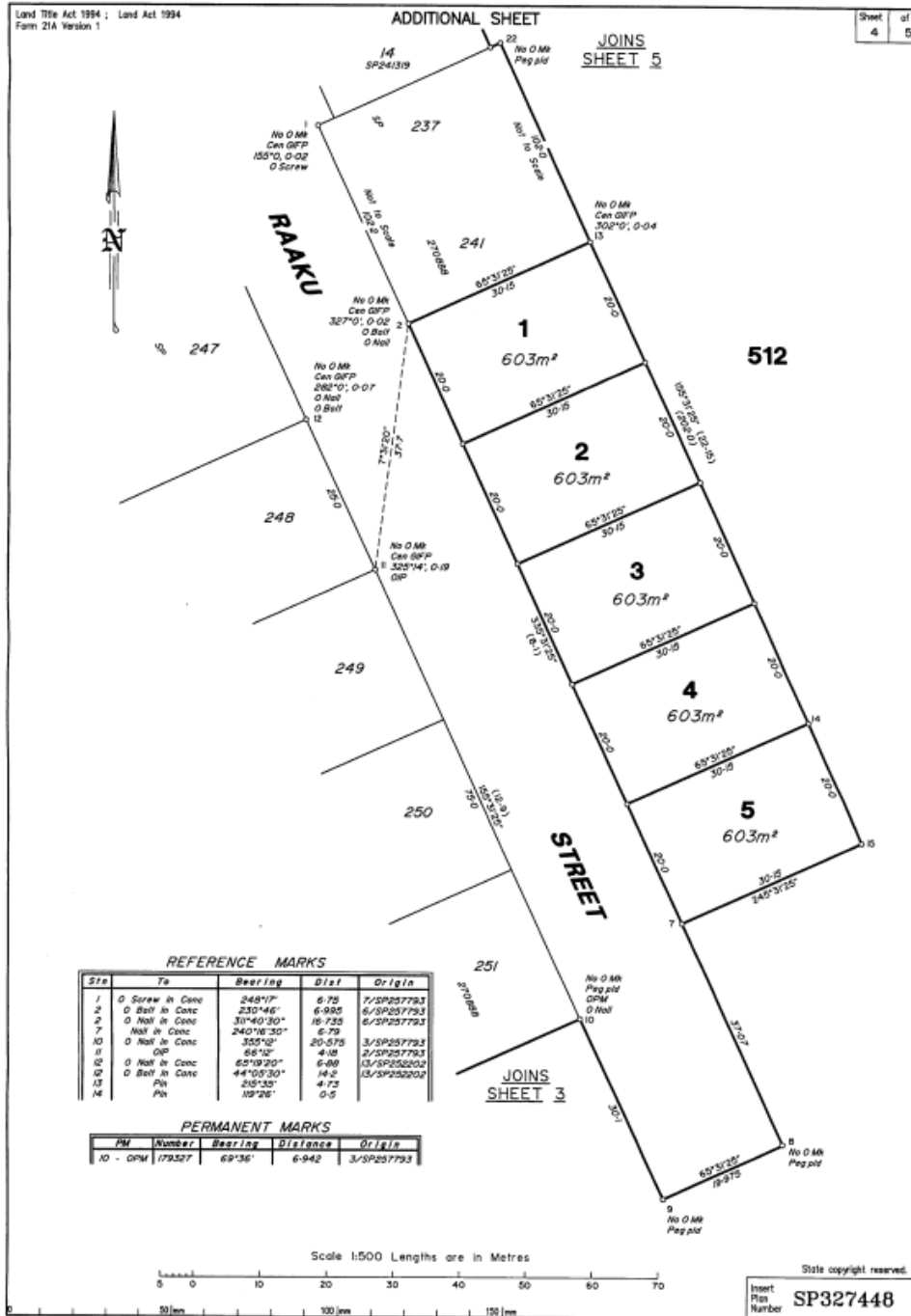


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