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OLD DUTY - BNE
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Form 8
Queensland
Real Property Act 1861 - 1988
Real Property Regulations 1988
*LEASE
*SUBLEASE-

05/10/99 05/2005 10:15:47
STAMP DUTIES OFFICE
\$5.95

*Delete that which is inapplicable

Item

LESSOR (Full name) (1) THE COUNCIL OF THE SHIRE OF WIDGEE

ESTATE OR INTEREST BEING LEASED (2) FEE SIMPLE

HOW ESTATE OR INTEREST BEING LEASED IS HELD (if more than one lessor) (3)

LESSEE (full name) (4) GYMPIE AIR SPORTS ASSOCIATION INC. (Incorporated in Queensland)

HOW LEASE IS TO BE HELD (if more than one Lessee) (5)

DESCRIPTION OF LAND (6)

Volume	Folio	County	Parish	Description
3936	209	March	Traveston	Lots 1 and 2 on Registered Plan Number 109088

DESCRIPTION OF LAND (7) BEING LEASED (demised premises) All that piece of land ~~delimited and edged red~~ *hatched in black* on the plan annexed hereto containing an area of 1015 square metres being part of the land described in Item 6 above

MORTGAGES, ENCUMBRANCES, ETC. (8) NIL

TERM OF LEASE (9) COMMENCING ON THE FIRST DAY OF SEPTEMBER 1989 AND TERMINATING ON THE THIRTY-FIRST DAY OF AUGUST 2004.

RENTAL (10) See Annexure "A"

#Delete inapplicable words (if any) (Schedule should be completed in FORM 33 and document securely bound)

(11) FOR THE RENTAL HEREBY RESERVED THE LESSOR HEREBY LEASES TO THE LESSEE THE ABOVE DESCRIBED LAND FOR THE TERM STATED ABOVE AND THE LESSEE ACCEPTS THIS LEASE SUBJECT TO THE COVENANTS AND CONDITIONS CONTAINED IN THE #SCHEDULE HERETO #AND MEMORANDUM NO. FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSOR AND LESSEE IN TERMS OF SUCH #SCHEDULE #AND MEMORANDUM.

EXECUTION

(12) SIGNED THIS 27th DAY OF September 1989.

(13) BY LESSOR (signature).....

[Circular seal: COUNCIL OF THE SHIRE OF WIDGEE, COMMON SEAL]

who certify they are the proper officers to affix such seal

[Handwritten signature]

WITNESS (14) IN MY PRESENCE (signature) *W. Lattis, Jr.*
 (full name to be printed here) *DONALD SPENCER LATTIS*

LESSEE MUST ACCEPT (15) ACCEPTED BY LESSEE *W. Lattis, Jr.*
 PERSONALLY CERTIFIED CORRECT FOR THE PURPOSE OF REGISTRATION BY
 LESSEE (signature) *W. Lattis, Jr.*
 OR
 his/her Solicitor (signature) *W. Lattis, Jr.*
 (full name of Solicitor
 to be printed) *W. Lattis, Jr.*

NOTE: If the estate or interest being leased is subject to a bill of mortgage/encumbrance etc., and the consent of the mortgagee/encumbrancee etc. is obtained, such consent should be completed in FORM 35 and securely bound into this document.

W. Lattis, Jr.

Form 32
Queensland
Real Property Act 1861 - 1985
Real Property Regulations 1986

ENLARGED PANEL

Annexure "A"

Annexure to Lease
Dated (Office use only)

Dealing No.

Rental (10)

1.1. The Lessee shall pay to the Lessor during the whole of the term of this lease and any extension or renewal thereof without demand and free of all deductions rent computed from the date of commencement in the sum of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per annum. Such rent shall be paid per annum in advance and the first rental payment shall be paid on or prior to the date of commencement of this lease. All such rent payments shall be made to the Lessor in such manner as the Lessor may from time to time nominate.

1.2. **Rent Increases:** The rent payable during the first term hereof and during any extension or renewal thereof if the option to renew is herein contained shall have been exercised shall be reviewed annually to reflect rises in the Consumer Price Index (All Groups) for Brisbane and such revision shall be calculated in accordance with the formula and subject to the conditions as set out in Clause 1.3 hereof.

1.3 **Consumer Price Index:** For the purposes of calculating increases in rental in terms of Clause 1.2 hereof the increased rent payable during the first term hereof and any extended term hereof where the rent for such extended term is to be calculated in terms of this Clause shall be ascertained in accordance with the following formula:-

$$R = \frac{B \times C}{A}$$

Where R = The rent payable during the term under review as aforesaid

Where A = The Consumer Price Index (All Groups) for Brisbane published by the Bureau of Census and Statistics (being for the first term of the lease) the last Index published for the quarter immediately preceding the date of the commencement of this lease and being for any extended term of the lease the last Index published for the quarter immediately preceding the date of commencement of the extended term of which the term under review forms part

Where B = The Consumer Price Index (All Groups) for Brisbane published by the Commonwealth Bureau of Census and Statistics being the last Index published for the quarter immediately preceding the date of the commencement of the term under review

Where C = The annual rental for the year immediately preceding the term under review

but in so computing the same the answer shall be taken to the next higher ONE DOLLAR (\$1.00) AND such new rent shall be effective as and from the date of commencement of the relevant term under

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review and if at any time during the currency of the term there shall be any cessation of the publication of the Consumer Price Index (All Groups) for Brisbane so that there is no Consumer Price Index (All Groups) for Brisbane published for the quarter immediately preceding the date of the commencement of the relevant term under review the rent for the relevant term under review may be determined by an arbitrator appointed by the President for the time being of the Queensland Law Society (Incorporated) or some person nominated by him (costs of which reference shall be borne and paid equally by the Landlord and Tenant) whose determination shall be final and conclusive PROVIDED THAT the rent for the relevant term under review shall not be less than the rent for the previous term under review without the written consent of the Landlord and PROVIDED FURTHER nothing herein contained shall prevent the Landlord and the Tenant agreeing upon the rent for the relevant term under review without the said formula or reference to arbitration as aforesaid. Notwithstanding the fact that the determination of the rent for the relevant term under review may be made in accordance with the aforesaid formula, by arbitration or by agreement as the case may be, after the date of the commencement of the relevant term under review the Tenant shall continue to pay rent to the Landlord as and from the commencement of the relevant term under review at the same rate as previously obtained, without prejudice to the obligation of either party to pay any adjustment occasioned by any increase or decrease (if consented to by the Landlord as aforesaid) in rent forthwith upon such determination as aforesaid being made.

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Form 33
Queensland
Real Property Act 1861 - 1985
Real Property Regulations 1986

SCHEDULE

This is the Schedule One referred to in the Lease dated the
day of 1988 comprising page/s

1. THE Lessee hereby covenants and agrees with the Lessor as follows:-

(a) To pay for all service charges including water, electricity and waste disposal incurred in respect of the demised premises, Rates and Land Tax if applicable;

(b) To take out and keep current at all times public risk insurance in the name of the Lessor and the Lessee in respect of the demised premises in a sum not less than TWO MILLION DOLLARS (\$2,000,000.00) or as from time to time required by the Lessor.

(c) To submit to the Lessor for approval the plans and specifications of any building fixture or improvement or any alteration or addition to a building, fixture or improvement intended by the Lessee to be erected, or is now erected, constructed or made upon the demised premises together with a statement of the purposes for which it is intended to use the said building, fixtures, improvement, alteration or addition;

(d) Not to commence the erection or construction upon the demised premises of any building, fixture and improvement or to make any alteration or addition to a building, fixture or improvement upon the demised premises without the previous consent in writing of the Lessor;

(e) Forthwith upon being required by the Lessor so to do to remove from the demised premises any building, fixture, improvement, alteration or addition erected, constructed or made in contravention of the last preceding paragraph and thereupon to clear and level the land to its former level and to restore to the satisfaction of the Lessor the demised premises to the sale or substantially the same condition as they were in immediately prior to that unauthorised building, fixture, improvement, alteration or addition being so erected, constructed or made or commenced to be so erected, constructed or made;

(f) To paint the buildings, fixtures and improvements forming part of the demised premises in such distinctive colours as may from time to time be specified by the Lessor and to repaint the same at least once in every three (3) years during the term hereof or any extension of overholding hereof;

(g) To keep the demised premises during the continuance of this lease in a clean and tidy condition and in good state of repair and condition to the satisfaction of the Lessor fair wear and tear excepted;

(h) To permit any duly authorised officer of the Lessor at all reasonable times to enter upon the demised premises and view the state of repair thereof;

(i) To use the demised premises for an air craft hanger and for no other purpose without the consent in writing of the Lessor;

(j) Not without the consent in writing of the Lessor to

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assign charge underlet or part with the possession of the demised premises or any part thereof nor to hold or occupy the demised premises or any part thereof whatsoever as trustee or agent or otherwise for the benefit of any other person;

(k) That nothing shall be done on the demised premises which may constitute a nuisance annoyance or danger to any person or any portion of the aerodrome;

(l) To observe all directions rules and regulations for the time being in force relating to the means of access to the demised premises and the aerodrome;

(m) To comply with all directions given from time to time by the Lessor in relation to:-

(i) The storage of petrol, oil or other material of an explosive or inflammable nature on the demised premises;

(ii) The provision and installation at the Lessee's own cost of obstruction lights upon the demised premises; and

(iii) The provision and installation at the Lessee's own cost of suppressors on the Lessee's electrical equipment to prevent interference with radio or television transmission and reception;

(n) To take all reasonable precautions against the outbreak of fire upon the demised premises and to observe and comply with all directions of the Lessor for the time being in force relating to the prevention, outbreak, spread and control of fire on the demised premises and the aerodrome and the installation of a fire alarm system on the demised premises;

(o) Subject to this lease to observe and comply with:-

(i) All Commonwealth and State Acts of Parliament and the rules regulations and planning schemes made thereunder;

(ii) All municipal By-Laws; and

(iii) All rules directions and orders made in respect of the aerodrome, relevant to the demised premises;

(p) Not to do or permit or suffer to be done on the premises anything which may constitute an offence against the Airports (Business Concessions) Acts, 1959;

(q) In the event of any public authority requiring structural or other alterations to the demised premises to forthwith notify the Lessor accordingly and if so required by the Lessor to carry out such alterations to the satisfaction of the Lessor;

(r) To indemnify and keep indemnified the Lessor its officers, servants and agents against all damages and expenses sustained or incurred by it or them and against all actions and claims which may be brought or made against them or any of them in respect of any damage sustained by the Lessee or by any other person (whether in respect of person or property) arising from the use of the demised premises or any part thereof, or the exercise of any privilege or right conferred upon or granted to the Lessee under this lease or the observance or non-observance of any of the Lessee's covenants contained in this lease and from and against all costs charges and expenses which they or any of them may incur in defending or settling any such actions or claims;

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(s) Subject to the provisions of Clause 3 hereof at the expiration or sooner determination of this lease to yield up the demised premises in a good state of repair fair wear and tear excepted and in a clean and tidy condition;

(t) To provide and maintain an apron of twenty (20) metres minimum width adequately drained across the whole face of the hanger and its annexes and if necessary prevent erosion and dust nuisance to adjacent areas;

(u) To ensure that all buildings now erected or to be erected on the demised premises conform to the minimum S.A.A. requirements and comply with all the requirements of the Department of Aviation in regard to buildings on aerodromes;

(v) To provide and maintain such drainage on and from the demised premises as is considered necessary by the Lessor;

2. The covenants and powers implied in every lease by virtue of the Property Law Act 1974 (as amended) shall not apply to or be implied in this lease except in so far as the same or some part or parts thereof are included in the covenants hereinafter contained and except in so far as such exclusion might be unlawful.

3. The Lessor covenants with the Lessee as follows:-

(a) That the Lessee paying the rent and observing and performing the covenants on the part of the Lessee to be observed and performed may during the continuance of this lease quietly enjoy the demised premises without interruption by the Lessor or any person lawfully claiming under or through it.

4. It is mutually covenanted as follows:-

(a) If the buildings and other improvements or any part thereof shall be destroyed by fire, storm, tempest, flood or earthquake or otherwise damaged (other than as a result of any breach of this lease by the Lessee) so as to be wholly or partially unfit for use and occupation by the Lessee for the purpose specified and the same shall not have been restored or repaired within two (2) months of the date of such destruction or damage then either party may at any time within one (1) month from the expiration of that period of two (2) months elect by giving to the other party notice thereof in writing to determine this lease which thereupon shall be deemed to be determined as at the date of such destruction or damage without any right for either party to claim damages by reason of such determination and if neither party so elects then the whole or a fair and just proportion of the rent payable by the Lessee under this Lease according to the extent of the injury or loss of enjoyment sustained by the Lessee shall be suspended during such time as the said buildings and improvements shall be unfit for use and occupation as aforesaid;

(b) If any rent shall be six (6) months in arrears (whether such rent shall have been legally demanded or not) or if the Lessee shall omit to observe or perform any of the covenants on the part of the Lessee to be observed or performed the Lessor may re-enter upon the demised premises or upon any part thereof in the name of the Lessee and the whole of this lease shall thereupon determine but without prejudice to any claim right of action or remedy which the Lessor may have against the Lessee in respect of any breach of those covenants;

(c) Subject to paragraph (d) of this clause it shall be lawful for the Lessee before or within fourteen (14) days after the expiration or sooner determination of this Lease to take down remove and carry away all buildings, fixtures and

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improvements and additions thereto which the Lessee has with the approval of the Lessor before or during the continuance of this lease erected or constructed upon the demised premises provided that in effecting such removal the Lessee shall do as little damage as possible and shall restore to the satisfaction of the Lessor the demised premises to the same or substantially the same condition as they were in immediately prior to the erection or construction of the said buildings, fixtures, improvements and additions;

(d) The Lessor may at any time within six (6) months before the expiration or sooner determination of this lease by notice in writing to the Lessee require the Lessee to take down remove and carry away all or any buildings, fixtures, improvements and additions thereto which the Lessee had before or during the continuance of this lease erected or constructed upon the demised premises;

(e) In case the Lessee shall fail within such reasonable period as is determined by the Lessor to comply with a notice given by the Lessor in pursuance of paragraph (d) of this clause or after notice in writing given by the Lessor requiring the same to be done fail or neglect to do any act matter or thing whatsoever in accordance with the Lessee's covenants herein contained it shall be lawful (but not obligatory) for the lessor as the case may require to do such act matter or thing in the manner required by the said notice or covenants and the expense of so doing (of which a certificate by the Lessor shall be conclusive evidence) shall be a debt due by the Lessee to the Lessor and may be recovered as rent in arrears under this lease;

(f) In the event of the Lessee failing to remove from the demised premises any buildings, fixtures, improvements or additions erected constructed or made in contravention of paragraph (d) of Clause 1 hereof and to clear and level the land forthwith upon being required by the Lessor so to do it shall be lawful for the Lessor without determining this lease and without incurring any liability whatsoever to enter upon the demised premises and to demolish and remove the buildings fixtures and improvements and the additions so erected, constructed or made and the cost of so doing including the cost of clearing and levelling the land (of which cost a certificate by the Lessor shall be conclusive evidence) shall be a debt due by the Lessee to the Lessor and may be recovered as rent in arrears under this lease;

(g) In the event of the Lessee continuing in occupation of the demised premises after the expiration of the term hereby created without any demand in writing for possession hereof having been made by the Lessor the demised premises shall be held by the Lessee under a tenancy determinable at any time by one calendar month's previous notice in writing given by either party to the other and upon the same terms and conditions as are herein contained so far as the same can be applied to a monthly tenancy and in particular paragraphs (c) and (d) of this clause shall be read as if the words "the determination of the tenancy" were inserted in place of the words "the expiration or sooner determination of this lease" in those paragraphs;

(h) Any notice approval consent demand or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Lessor and is either delivered by hand or posted in a prepaid registered letter addressed to the Lessee at his usual place or last known place of abode or business and any notice or other communication to be given to or served upon the Lessor under this lease shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Lessee and is either delivered by hand or posted in a prepaid registered

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letter addressed to the Shire Clerk, Widgee Shire Council, Gympie;

(i) That the Lessor will on written request of the Lessee made three (3) months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach of or non-observance of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to him a lease of the demised premises for the further term of fifteen (15) years from the expiration of the said term at a rental to be mutually agreed upon by the parties and failing agreement by reference to Arbitration in accordance with the Arbitration Act 1973 and containing covenants and provisos as are herein contained with the exception of the present covenant for renewal the Lessee on the execution of such renewed lease to execute a counter part thereof;

(j) That the Lessee shall have the right upon the expiration or sooner determination of this lease to remove all improvements effected upon the land hereby demised by the Lessee provided that the Lessee shall restore the said land to the condition in which the same was at or immediately prior to the First day of September, 1989.


(k) If default shall be made by the Lessee in payment of the rental hereby reserved at the times and in the manner hereinbefore appointed for the payment thereof whether any formal or legal demand shall have been made therefor or not or if the Lessee shall make default in the performance observance or fulfillment of any of the agreements covenants obligations or stipulations (whether positive or negative) herein contained or implied and on the part of the Lessee to be performed observed fulfilled and if such default shall continue for the space of one (1) calendar month or if the Lessee shall cease to carry on business in the demised premises or if the Lessee being a company shall have a winding up order made against it or shall go into liquidation other than for the purpose of amalgamation or reconstruction or if the Lessee being a natural person shall commit and act of bankruptcy or have a sequestration order made against him and in any such case it shall be lawful for the Lessor at any time thereafter by notice in writing to the Lessee to terminate this Lease (but without prejudice to any of the Lessor's rights which may have accrued prior to such determination) and to enter upon the demised premises or any part thereof in the name of the whole and the Lessee HEREBY APPOINTS the Lessor its Chairman and any transferee of the Lessor to be the true and lawful attorney of the Lessee at any time after such default sufficient proof whereof shall be the Statutory Declaration of the Lessor its Chairman or any transferee of the Lessor as aforesaid to sign and execute on behalf of the Lessee a surrender or transfer to the Lessor of his nominee of the unexpired term of this lease.

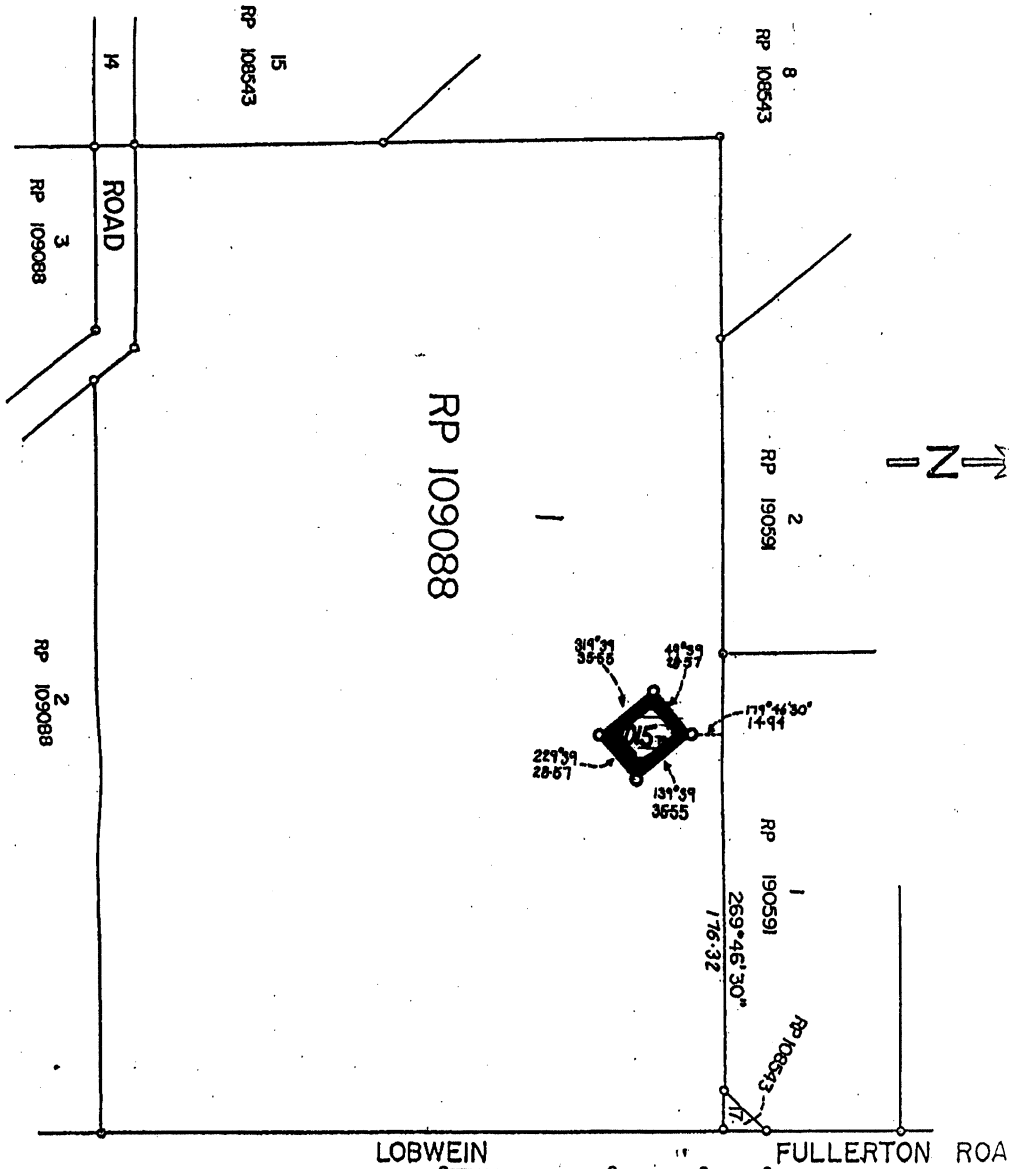
(l) All costs of and incidental to the preparation settling stamping and registration of this lease including all stamp duties and registration fees and all costs of obtaining any necessary consents thereto shall be borne and paid by the Lessee.

(m) It is hereby agreed that where there is more than one party to this Lease either as Lessor or Lessee then the word "Lessor" whenever the same is used herein shall be read as "Lessors" and shall be deemed to be followed where necessary by words relating to the plural number instead of the singular number and the covenants herein contained or implied shall be deemed to be entered into by the Lessors both jointly and severally and likewise where there is more than one Lessee the word "Lessee" shall whenever the same is used herein shall be read as "Lessees" and shall be deemed to be followed where necessary by words relating to the plural

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number instead of the singular number and the covenants herein contained or implied shall be deemed to be entered into by the Lessees both jointly and severally AND FURTHER words importing any gender for any party shall include the other genders (including the neuter gender for a Body Corporate) AND PROVIDED FURTHER ALSO that wherever the same is used herein the word "Lessor" and the word "Lessee" shall as the case may be include in the case of the natural person then that person together with his executors, administrators and assigns and successors in title and in the case of a company or other incorporated body then that company or incorporated body together with its liquidators official managers or receivers if any howsoever called and its assigned and successors in title.


A.W.C.



PLAN FOR LEASE PURPOSES

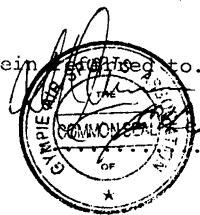
Lease being part of land in
LOT 1 RP 109088
 Parish of TRAVESTON, County of MARCH

Scale 1:2500

G.F. MARTOO
 Licensed Surveyor



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of the annexure of the plan herein exhibited to.

FORM 35

Queensland

Real Property Act 1861-1985

Real Property Regulations 1986

#13/12/89 R/W1219304

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\$0.25

GENERAL CONSENT

Item

(Instrument to which this consent is to be bound)

(1) Type of Instrument: MORTGAGE
Dealing number:)The Council of the Shire of Widgee (Lessor) and
OR:)Gympie Air Sports Association Inc.
Names of parties:)Gympie Air Sports Association Inc. (Incorporated in Queensland) (Lessee) and Australian and New Zealand Banking Corporation Limited (Mortgagee)

Date of Instrument:

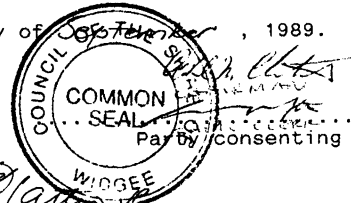
(2) Title Reference: Vol: 3936 Fol: 209

(full name of party consenting)(status) (3) I, THE COUNCIL OF THE SHIRE OF WIDGEE being the: Lessor

(type and dealing number of instrument on which authority to consent is based) (nature of consent)

under Lease No. hereby consent to the registration of the instrument specified in Item (1) above.

(4) Signed this 27th day of October, 1989.



(signature of witness).....

(qualification)..... JUSTICE OF THE PEACE

(full name to be printed)..... DONALD SPENCER SLATER

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