

Dealing Number

Duty Imprint



Duplicate Duty of \$ 5-95
accounted for on 09/08/05
LIN-DIR 557 5013
Signed: Alana 21/4/05

Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry

1. Type/Dealing No of Instrument/Document being amended	Lodger Name, address & phone number	Lodger Code	
Type of Instrument/Document Lease Dealing Number 602163022	Baldwins Lawyers PO Box 414 GYMPIE QLD 4570 Ph: (07) 5482 1733 Ref: 40843:RJB:BJE	GE001	
2. Description of Lot	County	Parish	Title Reference
Lots 1 & 2 on RP109088	March	Traveston	13936209
3. Grantor	Coolooloa Shire Council		
4. Grantee	Gympie Aero Club Inc formerly Gympie Air Sports Association Inc		

5. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with the attached schedule.

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

Witnessing Officer	Execution Date	Grantor's/Mortgagor's/Lessor's Signature
.....signature	3/3/05	
.....full name		
.....qualification		

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

Witnessing Officer	Execution Date	Grantee's/Mortgagee's/Lessee's Signature
<u>Margaret John Alcorn</u> signature	5/3/05	
MARGARET JOHN ALCORN full name		
Justice of Peace Qld qualification		

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

LEASE EXPIRY DATE IS 31st AUGUST 2019.

Title Reference 13936209

Information Table

Date

Parties

Name **COOLOOLA SHIRE COUNCIL formerly THE COUNCIL OF THE SHIRE OF WIDGEE**

Short form name **Lessor**

Notice details 242 Mary Street, Gympie QLD 4570

Name **GYMPIE AERO CLUB INC FORMERLY GYMPIE AIR SPORTS ASSOCIATION INC**

Short form name **Lessee**

Notice details PO Box 1096, Gympie QLD 4570

Items

Item 1 **Lease**

Lease dated 27 September 1989 dealing number 602163022

Item 2 **Premises**

Part of the land as hatched in black on the plan annexed to the lease containing an area of 1015m².

Item 3 **Land**

Lots 1 & 2 on RP109088, County of March, Parish of Traveston, title reference 13936209

Item 4 **Renewed Term**

Fifteen years

Background

- A The Lessor leases the Premises to the Lessee under the Lease.
- B. The Lessee has exercised an option for the renewal of the Lease.
- C. The parties have agreed to sign this document to evidence the renewal of the Lease.

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Agreed Terms

1. **Defined terms and interpretation**

1.2 **Defined terms**

Information table means the part of this document described as "Information table".

Variations means the variations to the Lease set out in Schedule 1.

1.3 **Interpretation**

In this document, unless the contrary intention appears:

- (a) where a word defined in the Information table is used the word has the corresponding meaning set out in the Information table.
- (b) where a word is not defined in this document but is defined in the Lease, it has the meaning set out in the Lease;
- (c) reference to an agreement, document or other thing includes any amendment or replacement of it;
- (d) headings are for ease of reference only and have no effect on the construction of this document;
- (e) the singular includes the plural and the plural includes the singular;
- (f) reference to a gender includes the other genders;
- (g) other grammatical forms of defined words have corresponding meanings;
- (h) a reference to anything is a reference to the whole and any part of it;
- (i) a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns; and
- (j) words importing natural persons or bodies corporate include partnerships, associations, government and governmental and local authorities and agencies.

2. **Demise**

The Lessor leases to the Lessee and the Lessee accepts a lease of the Premises for the Renewed Term on the terms set out in the Lease as varied by this document.

3. **Lessee's Covenants**

During the Renewed Term the Lessee must:

- (a) pay each amount payable by the Lessee under the Lease (including the rent reserved by the Lease); and
- (b) observe the terms set out in the Lease during the Renewed Term.

4. **Variations**

From the first date of the Renewed Term the Lease is varied by the Variations.

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5. **Costs**

5.1 **Costs**

The lessee shall be responsible for the payment of all costs of and incidental to the preparation, stamping and registration in connection with this document or the transaction to which it relates.

5.2 **Duty and Registration Fees**

The Lessee must pay any duty and registration fees in connection with this document or the transaction to which it relates.

6. **GST**

6.1 **Definition of GST**

GST means goods and services, tax, value added tax, consumption tax or a similar tax.

6.2 **Goods and Services Tax**

- (a) The Lessee acknowledges that the Lessor has entered into this document in consideration of the Lessee performing all of its obligations under this document and paying all amounts required to be paid by it to the Lessor or any other person.
- (b) If any supply made by a party under this document (including the supply of any rights, goods, services, benefits or other things) is subject to GST, the party making the supply (the "Supplier") may, in addition to the consideration for the Supply, recover an additional amount on account of GST from the party receiving the Supply (the "Recipient").
- (c) The additional amount is:
 - (i) equal to the consideration payable to the Recipient for the relevant Supply multiplied by the prevailing GST rate; and
 - (ii) payable at the later of:
 - (A) the time when consideration for the Supply to which the additional amount relates is payable; and
 - (B) the time the Supplier provides the Recipient with a tax invoice in respect of the Supply to which the additional amount relates;
- (d) The Lessor will comply with its obligations under Part VB of the *Trade Practices Act 1974*.

7. **General**

7.1 **Notices**

Any notice in connection with this document may be given by:

- (a) hand delivery; or
- (b) prepaid post (in which case it shall be presumed to be delivered in the normal course of the post, unless the contrary is shown);

provided that the notice is sent to the address of the recipient shown in the Information table (or such other address nominated by the recipient from time to time).

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7.2 Further Acts

Each party agrees to sign any documents or do any acts reasonably necessary to give effect to this document.

7.3 Severability

Where any provision of this document is void or unenforceable it shall be taken to be severed from this document and the remainder of the document shall not be effected, unless the severance alters the fundamental nature of the document or the transaction evidenced by it.

7.4 Jurisdiction

This document is governed by the laws of Queensland and each party submits to the non-exclusive jurisdiction of the courts having jurisdiction in Queensland.

7.5 No waiver

A party shall not be taken to have waived any right or obligation in connection with this document unless such waiver is in writing signed by that party. A waiver on one occasion shall not affect later rights and obligations unless specifically stated to do so.

7.6 Joint and several rights and obligations

In this document an agreement, representation, covenant or warranty:

- (a) in favour of two or more persons is in favour of them jointly and severally; and
- (b) made by two or more persons binds them jointly and severally.

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Schedule 1 – Schedule of Variations

This lease is varied from 1 September 2004 as follows:

1. Item 1 of the Form 8 is amended to read:
"Coolooloa Shire Council"
2. Item 9 of the Form 8 is amended to read:
"Commencing on 1 September 2004 and terminating on 31 day of August 2019"
3. Item 1.1 of the Form 32 Enlarged Panel is amended to read:
"The Lessee shall pay to the Lessor during the extended term of this lease without demand and free of all deductions rent computed from the date of the renewed term in the sum of \$100.00 (ONE HUNDRED DOLLARS) per annum plus GST. All such rent payments shall be made to the Lessor in such manner as the Lessor may from time to time nominate."
4. Item 1.2 of the Form 32 Enlarged Panel is amended to read:
"The rent during the extended term of this lease 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."
5. Item 1(b) of the Form 33 Schedule is amended to read:
"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 \$10,000,000.00 (TEN MILLION DOLLARS) or as from time to time required by the Lessor."
6. Item 1 of the Form 33 Schedule is amended to include the following clause:
"(w) Not to engage in any commercial activities, including charging for hangarage, in opposition to the commercial operators at the airport."
7. Item 4 of the Form 33 Schedule is amended to delete the content of paragraph (i) and replace it with the words "intentionally deleted".
8. The Form 33 Schedule is amended to include the following clause:
"5. Dispute Resolution
5.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Lease ("Dispute") unless it has complied with this clause.
5.2 A party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute.
5.3 During the 14 day period after a notice is given under Clause 5.2 (or longer period agreed in writing by the parties to the Dispute) ("Initial Period") each party to the Dispute ("Disputant") must use its reasonable efforts to resolve the Dispute.
5.4 If the Disputants are unable to resolve the Dispute within the Initial Period, each agrees that the Dispute must be referred for mediation at the request of either Disputant to:-
(a) a mediator agreed on by the Disputants; or
(b) if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, a mediator nominated by the then current Chairman of LEADR (Lawyers Engaged in

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Alternative Dispute Resolution) or the Chairman's nominee.

- 5.5 The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
- 5.6 Any information or documents disclosed by a Disputant under this clause:-
- (a) must be kept confidential; and
 - (b) may not be used except to attempt to resolve the Dispute.
- 5.7 Each Disputant must bear its own costs of complying with this clause and the Disputants must bear equally the costs of any mediator engaged.
- 5.8 After the Initial Period, a Disputant that has complied with Clauses 5.2, 5.3 and 5.4 may terminate the dispute resolution process by giving notice to the other Disputant.
- 5.9 If in relation to a Dispute a Disputant breaches any provision of Clauses 5.1 to 5.4, the other Disputant need not comply with Clauses 5.1 to 5.4 in relation to that Dispute.