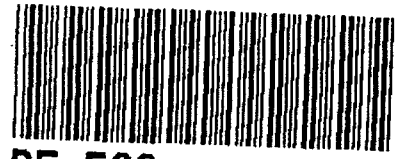


FORM 7 Version 4
Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY
Page 1 of 19



OLD STAMP DUTY - BNE
1060172135-5



704552000
\$88.00
24/01/2001 14:08

23/01/2001 13:47:01
\$0.00LEAS

BE 500

1. Lessor	Lodger Name, address & phone number	Lodger Code
Brisbane City Council as trustee for aboriginal purposes and for no other purpose whatsoever	David Askern, Solicitor for BCC 69 Ann Street, Brisbane QLD 4000 3403 5305 KH:PE BCL/1-PRP/202148	332

2. Description of Lot	County	Parish	Title Reference
Lot 3 on SP110538	Stanley	South Brisbane	50275625

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
STATE OF QUEENSLAND			

4. Interest being leased
Deed of Grant in Trust

5. Description of premises being leased
Part of the land in Item 2, being the whole of Lease A on SP126286 a copy of which appears in the Schedule.

6. Term of lease	7. Rental/Consideration
Commencement date: SEE ENLARGED PANEL	SEE SCHEDULE
*Expiry date:	
**Options on page NIL	
*not required for leases in a retirement village ** Insert nil if no option	

8. Grant/Execution
The lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in:- # the attached schedule

Witnessing Officer	Execution Date	Lessor's Signature
..... signature	/ /	
..... full name		SEE ENLARGED PANEL
..... qualification	
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)		

9. Acceptance
The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer	Execution Date	Lessee's Signature
..... signature	/ /	
..... full name		SEE ENLARGED PANEL
..... qualification	
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)		



Brisbane City Council
ABN 72 002 765 795

Your reference:

Our reference: BCL/1-PRP/202148 KH:PE

OP No.: 202148

Brisbane City Legal Practice
Level 2 69 Ann Street
Brisbane Qld 4000
GPO Box 1434 Brisbane Qld 4001

7 February 2001

Telephone 07 3403 5313
Facsimile 07 3403 5432

INDEXED

The Registrar of Titles
Department of Natural Resources
144 Edward Street
BRISBANE Q 4000

DEPT. NATURAL RESOURCES
BR 01002066 13 FEB 2001
BRISBANE DISTRICT

Dear Sir,

Re: **Dealing No. 704552000**

Further to your Registration Confirmation Statement, I confirm that the commencement date of the lease is 25 January, 2001 and the termination date is 24 January, 2031.

Yours faithfully

Kathryn Houston
Solicitor
BRISBANE CITY LEGAL PRACTICE

ENLARGED PANEL

Title Reference 50275625

6. Term of lease

Commencement date: The day immediately following the day on which approval of the reconfiguration of Lease A on SP126286 affected by this lease is obtained.

The Commencement date is:

Expiry date: 30 years from the Commencement date.

The Expiry date is:

8. Grant/Execution

The lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in # the attached schedule

Witnessing Officer

Execution Date

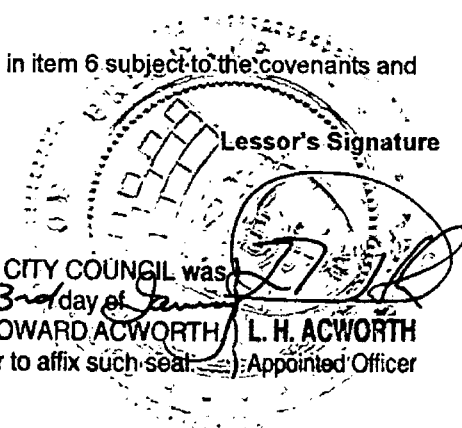
Lessor's Signature

[Signature]
signature
ALAN WARREN DWYER full name

23 / 11 / 2001

J.P. (C.DEC.) QLD qualification
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 23rd day of January 2001, by me LESLIE HOWARD ACWORTH L. H. ACWORTH
I being the proper officer to affix such seal. Appointed Officer



9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

Execution Date

Lessee's Signature

[Signature]
signature
PETER KEITH CLARKE full name

22 / 11 / 2001

SOLICITOR qualification
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

[Signature]
Attorney-General on behalf of the State of Queensland

APPROVED pursuant to Section 57 of the Land Act 1994
Dated at Brisbane this 23RD day of JANUARY 2001
[Signature]
D. J. PERGUSSON
the delegate of the Minister for Natural Resources

Title Reference 50275625

LEASE OF TRUST LAND UNDER THE LAND ACT 1994

INTRODUCTION

- A. The Council is the trustee for aboriginal purposes and for no other purpose whatsoever of the land described as Lot 3 on SP110538 contained in Certificate of Title reference 50275625, on which the Premises are located.
- B. The Tenant has requested the Council to grant it a lease of the Premises upon the terms and conditions of this lease, and the Council has agreed to do this.

1. Grant of Lease

The Council leases the Premises to the Tenant for the Term.

2. Interpretation

"Council" means Brisbane City Council, its successors and assigns, and any officer of Brisbane City Council authorised to administer the relevant provision of this lease;

"Expenses" means:

- (a) rates, water charges, water meter rental, sewerage rates, cleansing dues and other charges which the Council may lawfully from time to time assess on the Premises;
- (b) fire service levies, rates, taxes, and other charges and levies, including all future rates, taxes, other charges and levies assessed on or payable in respect of the Premises;
- (c) costs for services (including electricity, gas and telephone) used on the Premises;

and in addition, any GST that may be imposed in relation to any item in (a), (b) or (c) above.

"GST" means a goods and services tax or other similar tax payable by the Council in respect of a supply under the lease;

"Laws" means all statutes, regulations, ordinances, by-laws, industrial agreements, awards, determinations, orders, rules or requirements of any government authority, and governmental standards which concern the Premises, the Tenant's Chattels or the Tenant's use and occupation of the Premises, including, without limitation, all environmental laws;

"Minister" means the Minister of the State of Queensland administering the Land Act 1994 from time to time;

"Premises" means the land described in Item 5 of the Form 7, together with all buildings, fixtures and improvements (including, without limitation, pipes, fences and playing fields), and items affixed to the buildings, fixtures or improvements (including, without limitation, cold rooms, bars, alcohol serving equipment, gas control units and goal posts) on that land;

"State" means the State of Queensland;

"Tenant" means the person in Item 3 of the Form 7;

Title Reference 50275625

"Tenant's Chattels" means all movable chattels located on, but not affixed to, the Premises, which are owned by the Tenant, including, without limitation, signs, tables, chairs, sports equipment and computers;

"Term" means the period from the commencement date in Item 1 of Schedule 1 to the termination date in Item 1 of Schedule 1, or the date when this lease is lawfully terminated, whichever happens first;

"Third Party Property" means all fixtures, fittings and chattels located on the Premises of which a person other than the Tenant, its sublessees, licensees and invitees, or the Council, is and remains the owner.

3. **Consent of the Council**

Whenever the consent of the Council is required under this lease:

- 3.1 the consent may be given or withheld in the Council's absolute discretion;
- 3.2 the consent must be in writing; and
- 3.3 the consent may be given subject to conditions.

TENANT'S RIGHTS AND OBLIGATIONS

4. **Rent**

- 4.1 The Tenant will pay the Council the annual rent calculated under this clause annually in advance, beginning on the Commencement Date.
- 4.2 The annual rent is set out in Item 2 of Schedule 1.

5. **Other Payments**

- 5.1 The Tenant must also pay:
 - (a) the Expenses;
 - (b) stamp duty (if any), survey and registration fees; and
 - (c) the Council's costs (including legal and administrative costs) of enforcing this lease against the Tenant.
- 5.2 The Tenant must make these payments:
 - (a) by the due date for payment, if they are assessed against the Tenant; or
 - (b) to the Council on demand, if they are assessed against the Council.
- 5.3 **GST**

In this clause, "GST" and "Tax Invoice" have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. All payments to be made by the Tenant under this lease (including but not limited to rent) are calculated without regard to GST.

If a payment by the Tenant to the Council under this lease is for a supply by the Council under this lease on which the Council must pay GST and the Council gives the Tenant a tax invoice for the amount increased by the GST, the Tenant must pay the increased amount.

Title Reference 50275625

6. Use of the Premises

6.1 The Tenant must:

- (a) use the Premises only for the purpose set out in item 4 of Schedule 1, in a reputable manner; and
- (b) The Tenant will in consultation with appropriate Indigenous Community Organisations design and construct an Aboriginal Cultural Centre "the Cultural Centre" on the Premises within 3 years of the commencement of the Term of this lease.

The Tenant will ensure that:

- 1. Council is consulted on the design and throughout the construction of the Cultural Centre and has a representative on any project control group.
 - 2. The design and construction of the Cultural Centre (including but not limited to vehicular and pedestrian access) is consistent with all local government and other town planning requirements, in particular the Musgrave Park Masterplan and the West End Local Area Plan.
 - 3. A thorough process of information and consultation with the local community is conducted on all relevant issues including, but not limited to design and impact issues such as traffic, environmental impacts and development controls.
- (c) Should any complaints be received by the Council from residents in the neighbourhood of the Premises regarding the design or construction of the Cultural Centre, the Tenant will participate in a process agreed with the Council for the purpose of resolving the complaint.
 - (d) The Tenant will upon completion of the Cultural Centre in accordance with clause 6.1(b) enter into a sublease of the premises with an Indigenous Community Organisation for the purpose of managing the Cultural Centre.
 - (e) comply with all Laws.

6.2 The Tenant must not, without the prior written consent of the Council:

- (a) use the Premises for any other use than those in Item 4 of Schedule 1;
- (b) allow any activity or thing on or near the Premises which may be illegal, or a nuisance, disturbance or annoyance to any person;
- (c) use any form of light, power or heat other than electric current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the Premises;
- (d) use any flammable substance on the Premises, except in the normal course of the Tenant's business;
- (e) use the toilets, drains and other plumbing facilities on the Premises for any purpose other than those for which they were constructed; nor
- (f) interfere with any services to the Premises.

Title Reference 50275625

7. Maintenance of the Premises

7.1 The Tenant must keep the Premises:

- (a) clean and tidy;
- (b) free from weeds and pests; and
- (c) in good repair in all circumstances, fair wear and tear, inevitable accident and inherent structural defects not excepted,

to the reasonable satisfaction of the Council.

7.2 Further, the Tenant must:

- (a) (at the election of the Council) erect, repair and renew, or reimburse the Council for the cost of erecting, repairing and renewing, all fences on the Premises;
- (b) clean all drains and water pipes on the Premises;
- (c) repair all damage to the Premises caused by the Tenant or the use of the Premises under this lease;

8. Assignment, Subletting and Mortgaging

8.1 If the Tenant wishes to assign this lease, sublet, share occupancy of or part with possession of, the Premises (or any part of the Premises) to any other person (the "proposed occupier"), the Tenant must first apply in writing to the Council for the Council's consent.

8.2 The consent of the Council will not be unreasonably withheld where:

- (a) the Tenant is not in breach of this lease;
- (b) the proposed occupier is, in the reasonable opinion of the Council, a suitable person to occupy the Premises;
- (c) the form and content of any sublease or licence, including any fees to be charged by the Tenant to the proposed occupier, are satisfactory to the Council; and
- (d) if requested by Council, the proposed occupier and the Tenant enter into a deed with the Council in a form required by the Council's solicitor, which contains any clauses reasonably required by the Council, including, without limitation, any authorities from the proposed occupier to the Council in similar terms to clause 10.4(b).

9. Damage or Destruction

9.1 If the Premises are damaged by an event beyond the reasonable control of the Tenant so that the Tenant cannot gain access to them or use them for the use in item 4 of Schedule 1, either party may terminate this lease by one month's written notice to the other party.

Title Reference 50275625

- 9.2 If the Premises are damaged by any insurable risk, the party who receives any insurance money in respect of that damage must spend that money on repairing the damage to the Premises.
- 9.3 Subject to this clause, neither the Council or the Tenant is obliged to reinstate the Premises if they or the means of access to them are damaged by an event beyond the reasonable control of the Tenant so that the Tenant cannot gain access to them or use them for the use in Item 4 of Schedule 1.
- 9.4 Termination under this clause does not affect either party's accrued rights before termination.

10. Alcohol and Gambling

- 10.1 If the Tenant wishes to allow alcohol on the Premises, the Tenant must first apply in writing to both the Minister and the Council for consent.
- 10.2 In addition, the Tenant will only allow alcohol on the Premises:
- (a) during the permitted hours of use of the Premises in Item 4 of Schedule 1; and
 - (b) in accordance with a Restricted Club Permit issued under the Liquor Act 1992.
- 10.3 The Tenant will pay any fees to register the Council as the owner of premises to which a Restricted Club Permit under the Liquor Act relates.
- 10.4 If the Tenant is granted a Restricted Club Permit under the Liquor Act, the Tenant:
- (a) must give the Council a copy of any return filed by the Tenant with the Chief Executive under the Liquor Act within 7 days of filing the return;
 - (b) authorises, and will do all things necessary to enable, the Council to inspect and obtain copies of all documents held by the Chief Executive which relate to the Restricted Club Permit;
 - (c) will pay the additional rent as set out in Item 3 of Schedule 1; and
 - (d) must obtain the prior written consent of the Council before:
 - (i) making any application to vary the Restricted Club Permit; or
 - (ii) making any application for a different type of permit.
- 10.5 The Tenant may only allow gambling on the Premises in the form of bingo and raffles for fundraising purposes.
- 10.6 In addition, the Tenant may only allow gambling as stated above to be carried on at the Premises:
- (a) during the permitted hours of use of the Premises in Item 4 of Schedule 1; and
 - (b) if authorised by Law.
- 10.7 The Tenant must not allow gaming machines on the Premises.

Title Reference 50275625

- 16.2 run water, air, electricity, sewerage or any other services through those pipes, ducts, conduits or wires; and
- 16.3 grant easements or other rights over the Premises.

INSURANCE AND INDEMNITIES

17. Insurance

intentionally deleted.

18. Indemnity

- 18.1 The Tenant indemnifies the Council against every action, claim, demand, notice, loss, damage, cost and expense for which the Council, the Minister or the State may become liable arising from:
- (a) loss or damage to property, or death or injury related to the use of the Premises and not caused by the negligence of the Council;
 - (b) any act, neglect, default or omission by the Tenant or any other person on the Premises; and
 - (c) the performance or non-performance of any obligation under this lease.

19. Exclusion of Liability

- 19.1 The Council does not warrant that the Premises:
- (a) are suitable for any purpose; or
 - (b) may be used for the use in item 4 of Schedule 1.
- 19.2 The Tenant leases the Premises at its own risk. The Council will not be liable to the Tenant or any other person for any loss, damage or injury caused directly or indirectly by any non-negligent act or omission of the Council.

TERMINATION

20. Major and Minor Breaches

- 20.1 Subject to clauses 11, 20.3 and 20.4:
- (a) breaches of these clauses are major breaches of this lease, which permit the Council to terminate the lease:
 - (i) 4: Rent
 - (ii) 5: Other Payments
 - (iii) 6: Use
 - (iv) 7: Maintenance
 - (v) 8: Assignment, Subletting and Mortgaging
 - (vi) 10: Alcohol and Gambling
 - (b) all breaches which are not major breaches are minor breaches.
- 20.2 If a minor breach occurs, the Council may:

Title Reference 50275625

- (a) serve a notice on the Tenant requiring it to remedy the minor breach within 14 days of the date of the notice; and
- (b) sue the Tenant for any damages suffered by Council as a result of the minor breach.

20.3 If a minor breach is capable of being remedied but is not remedied within 14 days of notice of the minor breach being served on the Tenant, the Council may elect to treat that minor breach as a major breach.

20.4 If three minor breaches occur of which the Council has served notice under clause 20.2, the Council may treat the third minor breach as a major breach.

20.5 If a major breach occurs, the Council may:

- (a) serve a notice on the Tenant requiring it to remedy the major breach within a reasonable time;
- (b) if the major breach is not remedied within that time, terminate the lease under clause 21; and/or
- (c) sue the Tenant for damages caused by the major breach.

21. Termination of Lease

21.1 The Council may terminate the lease if the Tenant commits a major breach of this lease and that major breach is not remedied within the time specified in the Council's notice served on the Tenant to remedy the major breach.

21.2 The Council may terminate the lease by:

- (a) giving the Tenant written notice that it is terminating the lease; or
- (b) re-entering the Premises (with force if necessary), ejecting the Tenant and any other persons from the Premises; or
- (c) doing both.

22. Damages

22.1 If the Council terminates this lease under clause 21, the Council may recover all money payable by the Tenant under this lease up to the termination Date in item 1 of Schedule 1. However, the Council must minimise its loss.

22.2 The Council's entitlement to damages is not limited or affected if:

- (a) the Tenant abandons the Premises;
- (b) the Council accepts any repudiation by the Tenant of this lease; or
- (c) the conduct of the Council and the Tenant constitutes a surrender by operation of law.

22.3 The Council's rights under clauses 20, 21 and 22 are in addition to any of its other legal rights.

Title Reference 50275625

23. **Removal of Tenant's Chattels and condition of Premises on termination**

- 23.1 On the expiration or earlier determination of this lease, all buildings, fixtures and improvements on the Premises, including any chattels, fittings and fixtures which the Tenant has affixed to the Premises, excluding Third Party Property, will become the property of the Council (and part of the Premises) without compensation to the Tenant.
- 23.2 On the termination of this lease, the Tenant will vacate the Premises and leave them clean and tidy and in good repair.
- 23.3 Subject to clause 23.5, the Tenant must remove all Tenant's Chattels within 30 days of the termination of the lease.
- 23.4 The Tenant will repair any damage done to the Premises in removing the Tenant's Chattels and will leave the Premises clean and tidy and in good repair.
- 23.5 If the Tenant does not remove the Tenant's Chattels or if the Council terminates the lease and re-enters the Premises under clause 21, the Council may choose to:
- (a) have the Tenant's Chattels removed and stored as the Council thinks fit at the Tenant's cost; or
 - (b) treat the Tenant's Chattels as if the Tenant had abandoned them and they had become the property of the Council, without being liable to account to the Tenant.

MISCELLANEOUS

24. **Interest**

The Tenant will pay the Council interest, calculated daily, at the rate set out in Item 6 of Schedule 1 on any money due and payable but unpaid under this lease.

25. **Holding Over**

Intentionally deleted.

26. **Power of Attorney**

Intentionally deleted.

27. **Dispute Resolution**

If any dispute arises between the Tenant and the Council, they agree to be bound by the dispute resolution procedures in Schedule 4.

28. **General**

- 28.1 If any provision of this lease is unenforceable for any reason, that provision will be severed from this lease and the enforceability of the remaining provisions will not be affected.
- 28.2 Failure by the Council to require strict compliance with a provision of this lease - including the obligation to pay any money by a certain date - will not be a waiver of the Council's rights to enforce that provision later. Any waiver by the Council of any breach of this lease must be in writing.

Title Reference 50275625

- 28.3 A demand for rent or other money owing by the Tenant or the subsequent acceptance of rent or other money does not constitute a waiver by the Council of any earlier default by the Tenant.
- 28.4 Any obligations of the Tenant to be performed after termination of this lease survive that termination.
- 28.5 If the Tenant does not perform any obligation under this lease, the Council may perform that obligation. The cost of performing that obligation will be a debt due to the Council from the Tenant.
- 28.6 All covenants implied in this lease by sections 105, 107 and 109 of the Property Law Act 1974 are negated. All other covenants implied by the Land Title Act 1994 and Property Law Act 1974 are modified to the extent that they are inconsistent with any of the terms of the lease.
- 28.7 This lease contains the entire agreement between the parties in relation to the Premises. The Tenant acknowledges that it has not been induced to enter into this lease by any promise, warranty or representation by or on behalf of the Council which is not in this lease.
- 28.8 A reference in this lease to any Law includes a reference to any Law which amends, repeals or replaces that Law.
29. **Notices**
- 29.1 All notices given under this lease:
- (a) must be in writing;
 - (b) may be given by being delivered, or sent by facsimile transmission or prepaid post to the address for service of the party to whom the notice is addressed;
 - (c) if sent by mail, are deemed to be given on the third day after mailing, and if sent by facsimile, are deemed to be given on the day after they are dispatched.
- 29.2 The address for service of each party is the address set out in Item 7 of Schedule 1 or any other address which the party specifies in writing to the other party.
30. **Trust Land**
- 30.1 The Tenant acknowledges that -
- (a) The land upon which the Premises are located has been granted in trust to the Council for aboriginal purposes and for no other purpose whatsoever.
 - (b) This lease is subject to the approval of the Minister being obtained under the Land Act 1994.
 - (c) This lease will be null and void if that approval is withheld.
 - (d) The Tenant may not transfer, mortgage or sublet this lease or the Premises without the prior approval of the Minister.

Title Reference 50275625

- (e) If at any time the land on which the Premises are located reverts to the State under the Land Act, this lease will terminate without any further notice on the part of the Council and without the Tenant being entitled to any compensation from the Council, but the Tenant will be entitled to receive a refund of a proportionate part of the rent and money payable under clause 4.
- 30.2 The Tenant must construct and display upon the Premises in the manner determined by Council, notices informing the public that the area of the Premises forms part of an area to be used for aboriginal purposes and for no other purpose whatsoever and may be used by the public for those purposes when not in actual use by the Tenant or any other persons approved from time to time by the Council.

Title Reference 50275625

TABLE OF CONTENTS

INTRODUCTION	3
1. Grant of Lease	3
2. Interpretation	3
3. Consent of the Council	4
TENANT'S RIGHTS AND OBLIGATIONS	4
4. Rent	4
5. Other Payments	4
6. Use of the Premises	5
7. Maintenance of the Premises	6
8. Assignment, Subletting and Mortgaging	6
9. Damage or Destruction	6
10. Alcohol and Gambling	7
11. Good Neighbour Processes	8
12. Town planning application	8
13. Bikeway/road surrender	8
14. Quiet Enjoyment	8
COUNCIL'S RIGHTS AND OBLIGATIONS	8
15. Council's right to enter	8
16. Reservations to the Council	8
INSURANCE AND INDEMNITIES	9
17. Insurance	9
18. Indemnity	9
19. Exclusion of Liability	9
TERMINATION	9
20. Major and Minor Breaches	9
21. Termination of Lease	10
22. Damages	10

Title Reference 50275625

23. Removal of Tenant's Chattels and condition of Premises on termination	10
MISCELLANEOUS	11
24. Interest	11
25. Holding Over	11
26. Power of Attorney	11
27. Dispute Resolution	11
28. General	11
29. Notices	12
30. Trust Land	12
SCHEDULE 1: LEASE DETAILS	16
SCHEDULE 2: GOOD NEIGHBOUR PROCESSES	17
SCHEDULE 3: DISPUTE RESOLUTION PROCEDURE	18
LEASE PLAN	19

Title Reference 50275625

SCHEDULE 1: LEASE DETAILS

Item 1: Term

Commencement date: The day immediately following the day on which approval of the reconfiguration of a lot, of the land effected by the lease is obtained.

The Commencement date is:

Expiry date: 30 years from the Commencement date.

The Expiry date is:

Item 2: Payment of rent

The annual rent: One dollar per annum if demanded

Item 3: Additional rent

Intentionally deleted.

Item 4: Use of Premises

Use: Public works - Construction and operation of an Aboriginal Cultural Centre

Item 5: Insurance

Intentionally deleted.

Item 6: Interest on overdue payments

Interest Rate: Current Bank interest rate plus 2%.

Item 7: Addresses for notices

Brisbane City Council
69 Ann Street
Brisbane QLD 4000

The Executive Director
Art Queensland
Level 16
111 George Street
Brisbane QLD 4000

SCHEDULE

Title Reference 50275625

SCHEDULE 2: GOOD NEIGHBOUR PROCESSES

Introduction

Intentionally deleted.

Title Reference 50275625

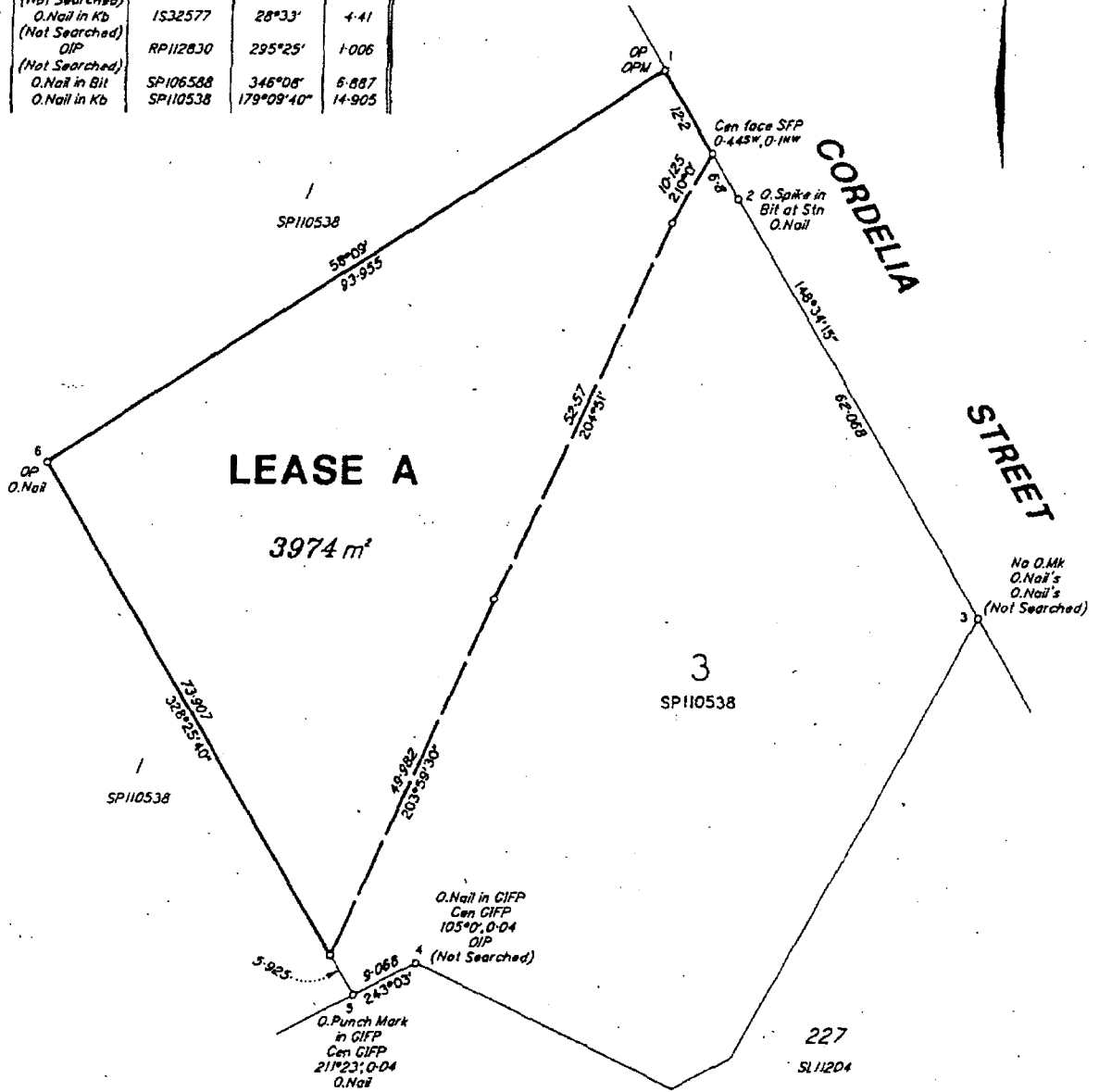
SCHEDULE 3: DISPUTE RESOLUTION PROCEDURE

1. If the Tenant or the Council thinks that a dispute - other than a resident dispute under the Good Neighbour Processes in Schedule 3 - has arisen under this lease, that party may serve a notice upon the other party (a "Dispute Notice") requiring it to follow this procedure and nominating a representative of that party with authority to settle the dispute.
2. Within 7 days of receiving the notice, the party receiving the Dispute Notice must serve a notice on the other party (a "Reply Notice"), nominating a representative with authority to settle the dispute.
3. *The representatives of each party will meet within 7 days of the receipt of the Reply Notice and will use their best endeavours to resolve the dispute.*
4. If the dispute is not resolved to the satisfaction of both parties within 14 days of the receipt of the Reply Notice, the parties will refer the dispute to the Council.
5. The Council and the Tenant will decide the method of dispute resolution and the procedure to be adopted to solve the dispute. For example, without limitation, the Council and the Tenant may decide to:
 - . refer the dispute to arbitration under the Commercial Arbitration Act 1990;
 - . refer the matter to the Community Justice Programme;
 - . appoint an expert (whose decision will be final and binding on the parties) to decide the dispute; or
 - . refer the dispute to mediation.
6. Each party will continue to perform its obligations under this lease during any dispute.

SURVEY PLAN

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
2	O.Nail in Bit	SP106588	51°25'40"	2.45
3	O.Nail in Wall (Not Searched)	SP106588	28°33'	0.142
3	O.Nail in Bit	SP106588	68°22'	2.03
3	O.Nail in Bit	1S32577	28°33'	2.285
3	O.Nail in Kb (Not Searched)	SP106588	85°49'	3.831
3	O.Nail in Kb (Not Searched)	1S32577	28°33'	4.41
4	OIP (Not Searched)	RP112830	295°25'	1.006
5	O.Nail in Bit	SP106588	346°08'	6.887
6	O.Nail in Kb	SP110538	179°09'40"	14.905

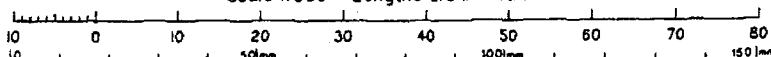


PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
1-OPM	SP110538	79°20'40"	23.336	7855
4-PM		14°52'	1.08	131229

Req placed at all new corners, unless otherwise stated.

Scale 1:600 - Lengths are in Metres.



I, Keith Martin HASTINGS, hereby certify that I have surveyed the land comprised in this plan personally, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 20/10/1999.

11/11/1999
Date
Licensed Surveyor

Plan of Lease A in Lot 3 on SP110538

Scale 1:600

Format STANDARD



Plan Status

PARISH: SOUTH BRISBANE COUNTY: Stanley

Meridian SP110538

F/N's No

GENERAL CONSENT

1. Description of Lot	County	Parish	Title Reference
Lot 3 on SP110538	Stanley	South Brisbane	50275625

2. Instrument being consented to

Instrument type Lease

Dated 23/1/01

Names of parties Brisbane City Council as Lessor and STATE OF QUEENSLAND as Lessee

3. Instrument under which consent required

Dealing Type Lease

Dealing No.704552000.....

Name of consenting party Brisbane City Council

The consent of Brisbane City Council as local authority is required to the Lease in Item 2, as this is a reconfiguration of a Lot by Lease under the Integrated Planning Act 1997.

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2.

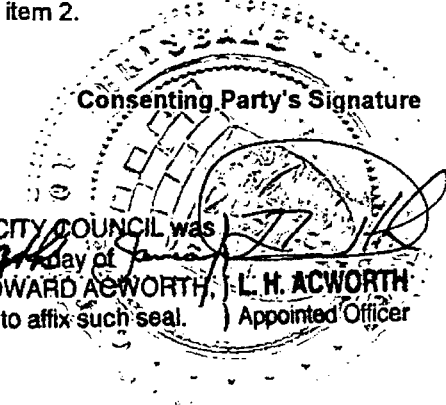
Witnessing Officer

Execution Date

Consenting Party's Signature

K. Houston signature
KATHRYN A. ANN HOUSTON full name
Solicitor qualification
 as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

23/1/2001

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 23rd day of January 2001, by me LESLIE HOWARD ACWORTH, *L. H. ACWORTH* Appointed Officer


[Form 1.2]

Title Reference: 40021042



QUEENSLAND

DEED OF GRANT OF LAND IN TRUS

Land Act 1994



**Elizabeth the Second, by the Grace of God, Queen of Australia,
and Her other Realms and Territories, Head of the Commonwealth:-**

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WE, with the advice of the Executive Council, under the Land Act 1994, grant in fee simple all that parcel of land described in Schedule 1 to the person described in Schedule 2, **in trust,**

SUBJECT TO the trusts, reservations and conditions specified, and such other reservations and conditions as may be contained in and declared by the laws of the State.

Schedule of Trusts -

The grantee is to hold the land in trust for aboriginal and for no other purpose whatsoever.

Specified Reservations -

- (a) All minerals (as defined by the Mineral Resources Act 1989) on and below the surface of the land
- (b) The right of access for the purpose of searching for and working any mines (as defined by the Mineral Resources Act 1989) in any part of the land
- (c) All petroleum (as defined by the Petroleum Act 1923) on and below the surface of the land
- (d) All rights of access for the purpose of searching for and for the operations of obtaining petroleum in any part of the land, and all rights of way for access and for pipelines and other purposes requisite for obtaining and conveying petroleum in the event of petroleum being obtained in any part of the said land
- (e) All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Specified Conditions -

- (a) If any of the trusts, conditions or reservations are not observed or performed by the grantee, the land reverts unto US and these Presents cease: And it shall be lawful for US, by a person authorised by the Governor of the State, with the advice of the Executive Council, to re-enter and take possession of the land, or any part of the land and to remove all occupiers of the land or that part of the land

IN TESTIMONY WHEREOF, WE have caused this OUR grant to be sealed with the Seal of the State of Queensland.

WITNESS our Trusty and Well-beloved the Honourable Paul de Jersey, Chief Justice of the Supreme Court of the State of Queensland, Deputy Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia at Government House, Brisbane, in Queensland aforesaid, this 29th day of July, in the 48th Year of Our Reign and in the year of Our Lord 1999.

SCHEDULE 1 - DESCRIPTION OF LAND

Lot/Plan	County	Parish
3/SP110538	STANLEY	SOUTH BRISBANE

Area 9051 Sq m.

Note: For details of description, dimensions and marking of boundaries refer to plan mentioned above.

SCHEDULE 2 - GRANTEE

BRISBANE CITY COUNCIL