

BLUEWATER MULTI FUNCTION SITE

(Bluewater Airport)

TENANTS / USERS / MEMBERS AGREEMENT

All lease holders / tenants / users of the Bluewater Multi Function Site, whether on the site lawfully or not, will be bound by these rules and arrangements in addition to any state or national laws. All such users recognise the importance and logic of having an efficient and equitable set of rules which allow for orderly, safe and efficient use of the site for everyone.

All users recognise the need for the Board of Bluewater MFS to be the final decision maker, especially given the legal requirement for the Board to act in the interests of all unit holders and users of the site. The Board has ultimate access to all information to best act in the short, medium and long term interests of all stakeholders in the site. A particular decision may not seem to make sense if viewed from the perspective of a vested-interest viewpoint, or from a short-term horizon agenda. For this reason, the Board will always be given the final say in any decision as to interpretation or sanction.

As such, all users agree to abide by the rules in force and promulgated by the Bluewater MFS Board in consultation with the Bluewater MFS members' committee.

All users accept that a determination by the Board shall be a final determination subject to appeal only on the grounds provided by the Administrative Decisions (Judicial Review) Act (Cth) 1977.

Disputes or complaints shall be initiated in writing to the Board in the first instance and the complaints procedures in force as promulgated from time to time by the Board in consultation with the member's committee shall be fully adhered to in good faith.

All persons accept that actions by members or ex-members or their representatives which do not comply in substance with the MFS complaints resolution process will be invalid and any expenses suffered by any person arising from such action will be the liability of the member or ex-member or their representative.

Physical improvements of a permanent or non-permanent nature

- On any date during the Term of this Agreement, the Lessor permits the Tenant to carry out, at the Tenant's cost, construction and improvement works on part or all of the premises. The Tenant will carry out such works in good and workmanlike manner. Before attending to any works, the Tenant will provide to the Lessor specifications of the intended works. The parties agree that the works (permanent or temporary) conducted in accordance with the above paragraphs are under the control of the tenants and are not the responsibility of the Lessor. The parties agree that these works at the end of the Agreement (as extended) will be the subject of negotiation for removal at the expense of the tenant or to become the "Lessor's Property" for the purpose of the Agreement.
- For the avoidance of any doubt, at the end of the Agreement, the works remain the property of the tenant able to be 'sold on' as part of the economic realisation of the lease and improvements to the benefit of the tenant unless the tenant abandons the lease at any time

(by either default in lease payments or failure to negotiate a new lease at the end of the Agreement), at which time the works pass to the Lessor.

- The original intentions of the Board of Directors and the contributor will be noted on the file attaching to the asset.

Construction and Storage Standards

- All sheds, shipping containers and similar storage devices, including hangers, are to be of a colour (green / brown) with the intention of compatibility with the natural bush surroundings. Put another way, wild pink is not acceptable!
- Water tanks and hoses fitted for fire protection must be established prior to the commencement of building. These tanks must be a minimum of 500Ltrs for each 450sq/m allotment and must remain as a permanent fixture with the improvements on the land throughout the term of the membership agreement.
- Region 'C' construction standards apply (e.g. no windows to be 'N' marked).

Maintenance Fund

- Separate bank account
- Lessee's have a committee of management and all lessees are members
- Representative from Bluewater MFS board on this committee
- Board of Bluewater MFS have final and binding decisions as to expenditure.
- Board of Bluewater MFS remain responsible for, and the final decision makers for, the maintenance fund

Rubbish / sanitary waste

- Council rubbish depots are the most efficient and environmentally friendly solution to rubbish
- No rubbish to remain on site
- All users are responsible to remove their own rubbish at least weekly
- Any rubbish complained of, or seen as unsightly / unsanitary etc. will be removed at the sole discretion of the board and at the tenant's expense.
- In particular, vehicles, boats, equipment and other similar items must not be stored other than within the boundaries of allotments of the tenant responsible for these items. So, for example, an aircraft mechanic cannot park aircraft on general property. To do so infringes the rights of other users. The mechanic in this example would be required to lease extra allotments sufficient to park all aircraft brought onto the site for maintenance. This example extends to a flying training operation which has grown to the extent of running several aircraft. All such aircraft must only be parked on land allotments leased by the school.

Use of Common areas / Entitlements to general property

- All tenants are responsible for the responsible use of general property and to ensure use of property or facilities is conducted so as to not interfere with the rights of other users to equitable enjoyment.
- All damage to property must be reported to the Board as soon as it is detected.
- Tenants shall be responsible to repair or replace property damaged by them or their friends.

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Fuel storage and supply on site

- No fuel can be stored anywhere on-site other than in the locations approved from time to time by the board.
- All fuel to aircraft or other machinery must be supplied by the aero club or other approved supplier if that aircraft or other machinery is being fuelled on the site. To remove all doubt, individuals must not provide fuel for their aircraft or other machinery from their own storage facilities on the site.

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Membership of Townsville Flyers

- All users / members / licencees must also be members of the Townsville Flyers Inc (TFL). This is because TFL has the sole management right to manage the airport and be the not-for-profit community organisation present on the site. A strong presence of community organisations maintains an important link to the community necessary for the sustainable existence of the concepts underpinning The Base.

Rights of access

- Only one key / access code per tenant. Extra keys / electronic entrance devices / access codes may be applied for.

Noise abatement

- It is generally recognised that noise will interfere with the rights of other users to equitably access the MFS site and its environs.
- All noise must be kept to a minimum and the default position shall be that any complaint about noise will result in the activity causing the noise to immediately cease until a determination by a Director or representative of the Board is made.
- Fly-neighbourly procedures exist to ensure, amongst other things, that aircraft noise is kept to a minimum effect. These procedures must be adhered to.

Insurance

- All leases are commercial. Although the Maintenance Fund will pay for general insurance on the site as a whole, each individual tenant must insure fully for their own risks.

Trading / on-selling of leases

- Sub leasing is allowed in accordance with rules / determinations made by the Board from time to time and will not be unreasonably withheld.

Sanctions for breaches

- Decisions of the board are final
- Key card codes will be changed if rules are breached at the discretion of the board
- The Board will not be liable for any economic losses resulting from exclusion from site.

- Rules of natural justice will prevail.

Use of firearms

- Firearms allowed in accordance with Qld State laws. Firearms stored on site must be registered with the Bluewater MFS directors.
- Specific areas (ranges) are allocated for the use of firearms unless with the specific approval of the Board.

Clearing of Land

- Land must not be cleared without the specific written approval of the Board.
- Several areas of the MFS site are highly valued and protected under local, state and federal laws.
- It is understood by all tenants / users that our natural environment on the site is a main reason why the site is so valuable to us all, and this environment must be protected for the long term.

Water access / rights

- Water access rights are a complicated issue involving local, state and federal legislation.
- In general, no tenants / users have any right to water in or around the site.
- It is intended the entire site is to be self-sustaining and therefore the use of water tanks is encouraged.

Electricity / power rights

- It is intended the entire site is self-sustaining and therefore the use of solar or wind power (sustainable energy) is the default and encouraged.

Dispute resolution

- All disputes must be made in writing in the first instance to the Board.
- A dispute resolution process is declared separately to this document but as a supplementary to it and forms part of it.
- The full dispute resolution process is intended to quickly and equitably resolve disputes and is based on natural justice concepts.
- The full dispute resolution process is available at any time from the Bluewater MFS website.

Fencing

- Fencing of allotments remains the responsibility of adjoining holders, shared equally.
- Disputes must be handled using the dispute resolution process outlined above and the decision of the Board will be final.
- The default is that no permanent fencing, other than simple three strand wire with star pickets, will be allowed unless all parties agree.

Toilets/human waste/water collection/waste into waterways

- All human waste must be immediately removed from the site unless approved chemical / anaerobic etc. toilets are used.
- All toilet facilities are the responsibility of individual tenants except for common property toilets and showers installed by the Board.

Sensitive areas

- All river areas are declared sensitive reserves and are extremely valuable as natural and unique resources.
- A strong zero tolerance approach will be adopted toward any abuse / misuse of sensitive areas as declared, from time to time, by the board.

Legal Liability

- All users agree to not inflict a duty of care for others to take care of their property. It is your responsibility to ensure your property is cared for and secured.
- If your property or your actions cause damage or injury to the property or person of others, you will be solely liable.
- The site includes a commercial airport. You are deemed to be cognisant of the high standards which apply to the aviation sector and any breaches by you, intentional or otherwise, may result in significant financial and/or criminal actions being taken against you.

Additional use of facilities

- Use of facilities such as hangers, toilets, showers and equipment will incur additional fees either by agreement or as per prices listed on our website and/or pamphlets, notices and the like.

Obligation as to maintenance and facility standards

- All runways, taxiways and other facilities are provided 'as is' without any expectation or obligation placed upon the licensor. The Licencee accepts full responsibility for ensuring all facilities are suitable for their required operations.

Working bee attendance and participation

- The Licencee recognises an obligation to attend and participate at working bees on the site coordinated by the Townsville Flyers Inc. at the equivalent rate of one individual for six hours per month. The Licencee may pay the licensor at the rate of \$30 per hour in lieu of physical attendance.