
This Lease

is made on

between the following parties:

1. Shire of Ashburton

a body corporate pursuant to the Local Government Act 1995
of PO Box 567, Tom Price, Western Australia
(Lessor)

2. [insert name of party]

[insert ACN/ARBN]

of [insert address]

(Lessee)

The Parties agree:

1 Definitions

Unless otherwise required by the context or subject matter:

Aerodrome Manual means the manual, as amended and issued from time to time by the Lessor to regulate the conduct of civil air operations on, to and from the Onslow Airport;

Aerodrome Emergency Plan means the emergency plan as amended and issued from time to time by the Lessor to minimise the risk of injury to staff and passengers, damage to aircraft or equipment and to provide guidance for the preparation and recovery from a disaster at the Onslow Airport;

Apron Area means the site (including the Structure thereon) and identified on the plan at Annexure 1;

Apron Area Permitted Purpose is defined in **clause 3.1 Grant of non-exclusive access;**

Address means the address specified in Item 8 of the Schedule or any other address which the Lessor by notice to the Lessee nominates;

Authorisation includes:

(a) a consent, authorisation, registration, agreement, certificate, permission, licence approval or exemption from an Authority; or

(b) in relation to anything which will be prohibited or restricted in whole or part by law if an Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action, under Environmental Law;

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia;

Civil Aviation Safety Authority means the authority established under the *Civil Aviation Act 1988* (Cth);

Costs and Expenses means the costs and expenses mentioned in **clause 9 Costs and expenses;**

Dangerous Goods Risk Assessment means the document prepared in accordance with Australian Standards by the Lessee to:

(a) identify hazards;

(b) assess the level of risk;

(c) prioritise the order of control; and

(d) determine appropriate control measures;

in respect of hazardous chemicals and dangerous goods;

Contaminant means a noxious or hazardous substance which, having regard to the quantity and location of the substance and other substances in conjunction with which it is stored or used, is capable of causing material harm to the Environment;

Date of Commencement means the date specified in Item 4 of the Schedule;

Document means this deed as supplemented, amended or varied from time to time;

Emergency Management Plan means the emergency planning and response procedures to be prepared by the Lessee in accordance with the Emergency Procedures Guide produced by Safe Work Australia for major hazard facilities;

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat affecting the Land or the Premises;

Environment has the same meaning as that term as defined in the *Environmental Protection Act 1986*;

Environmental Audit means the total assessment of the nature and extent of any harm or detriment caused to or the potential risk of any possible harm or detriment which may be caused to the Environment by any Discharge, use, process or activity, substance (including any chemical substance) or noise and must include but is not limited to an assessment of any one or more of the following:

(c) the condition of the Premises and any other improvements, plant or machinery on the Premises;

(d) the operating procedures undertaken by the Lessee on the Premises;

(e) the reporting and management and monitoring systems adopted by the Lessee in relation to its undertaking upon the Premises; and

(f) the reporting, management, emergency, security and monitoring systems adopted by the Lessee in relation to its use and occupation of the Premises;

Environmental Complaint means any complaint any notification, notice, plan, inventory or report provided to an Authority by the Lessee, including but not limited to any notification of any incident or Environmental Event or submission of any plan or document in compliance with an Environmental Law or Authorisation;

Environmental Event means: any event arising out of the use and operation of the Premises or Apron Area, which creates any actual or potential impact on the Environment; or a breach of an Environmental Law;

Environmental Expert shall mean a reputable person who is suitably qualified and experienced in investigating, identifying and remediating Contamination;

Environmental Harm means any material adverse effect, or potential material adverse effect on a quality or a characteristic of the Environment that is conducive to ecological health or public amenity and which effect is a contravention of an Environmental Law or an Authorisation;

Environmental Law means:

(c) all present and future legislation, regulations and local laws either of Western Australia or the Commonwealth concerning matters relating to the Environment; and

(b) any common law relating to the Environment.

including without limitation, land use, planning, pollution of the atmosphere, waste or land waste, the storage and handling of chemicals, Hazardous Substances or any other aspect or protection of the Environment;

Environmental Management Plan means the document produced by the Lessee to ensure that all necessary measures are identified and implemented in order to protect the environment and comply with environmental legislation;

Environmental Report means any notification, notice, plan, inventory or report provided to an Authority by the Lessee, including but not limited to any notification of any incident or Environmental Event or submission of any plan or document in compliance with an Environmental Law or Authorisation;

Event of Default means an event specified in **clause 31.1 Events of default**;

Facility means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Premises;

Further Term means each further term specified in Item 5 of the Schedule;

Hazard Management Plan means the document prepared by the Lessee to identify, assess and manage occupational health and safety hazards in accordance with the *Occupational Safety and Health Act 1984*;

Hazardous Substance means any substance which is or may be hazardous, toxic, dangerous or polluting or which is regulated by an Environmental Law;

Holding Over means holding over by the Lessee under **clause 34 Holding over**;

Insured Risk means an event against which the Lessor insures including, but not limited to, fire, explosion, earthquake, aircraft, riot, civil commotion, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

Interest means interest at the rate specified in Item 9 of the Schedule;

Land means the land described in Item 2 of the Schedule;

Legal Fees means all amounts which are payable or have been paid by the Lessor to the Lessor's solicitor calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's solicitor:

- (a) as stated in a written agreement between the Lessor and the Lessor's solicitor; or
- (b) the maximum permitted scale for the work involved.

Lessee's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessee;

Lessee's Fixture means each structure, building or fixture installed in or on the Premises by the Lessee or a previous occupier of the Premises or any part of the Premises;

Lessee's Rights means all rights in favour of the Lessee contained or implied in this Document;

Lessor's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures includes:

- (a) floor or window coverings;
- (b) partitioning;
- (c) light fittings; and
- (d) any other fixture or fitting;

installed by the Lessor in the Premises and any replacement of any item mentioned in this definition;

Lessor's Rights means all rights in favour of the Lessor contained or implied in this Document or granted by law;

Losses includes claims, demands, losses, damages, Costs and Expenses;

Money Payable means the Rent and any other money payable by the Lessee under this Document;

Outgoings means the outgoings payable by the Lessee under **clause 9 Outgoings**;

Party means the Lessor or the Lessee according to the context;

Permitted Person means:

- (a) an agent, employee, licensee, or invitee of the Lessee; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Permitted Use means the use specified in Item 11 of the Schedule;

Plant and Equipment means any plant and equipment in or on the Premises including, but not limited to, plant and equipment for or in connection with any:

- (a) Service; or
- (b) heating, cooling, lighting, power or plumbing;

Pollute means to cause Pollution and **Polluted** has the corresponding meaning;

Pollution means degradation of or adverse affectation of air, land or water or other harm to the Environment caused by the introduction of any substance (including, without limitation,

chemicals, sediments, gas, mud, pesticides and dangerous and hazardous substances) that gives rise to Environmental Harm;

Pre-Existing Contamination means Contamination which was in, on, under or has emanated onto the Premises prior to the Commencement Date, as indicated in the Base Report;

Premises means the Land and all structures and improvements on the Land as specified in Item 1 of the Schedule;

Public Liability Insurance Amount means the amount specified in Item 10 of the Schedule;

Rent means the rent specified in Item 6 of the Schedule as varied from time to time under this Document;

Safety Management System means the document prepared by Lessee designed to reduce the probability or severity of aircraft incidents or accidents endangering life or property including those practices, policies and procedures for the management of safety;

Schedule means the schedule to this Document;

Security Management Plan means the document prepared by the Lessee to define the Lessee's responsibilities and operational strategies to protect persons and property from security incidents including but not limited to theft, assault, sabotage, terrorism and other criminal or harmful acts;

Service means electricity, gas, oil, fuel, water or other like service;

Special Conditions means each special condition specified in Item 13 of the Schedule;

Term means the term specified in Item 3 of the Schedule and any Further Term;

Termination means the expiry or earlier determination of the Term or any period of Holding Over; and

Unfit for Occupation means that the Premises or any part of the Premises are so destroyed or damaged as to:

- (a) render the Premises substantially unfit for occupation and use; or
- (b) interfere substantially with the Lessee's Rights.

2 Grant of lease

The Lessor has agreed to grant to the Lessee:

1. LEASE of the Premises; and
2. A non-exclusive use licence to use the Apron Area
3. GRANTS the Lessee's Rights;

to the Lessee subject to all Encumbrances for the term specified in Item 3 of the Schedule and subject to:

1. the payment of the Money Payable; and
2. the observance and performance of the Lessee's Covenants;

but RESERVING to the Lessor the Lessor's Rights.

3 Non-exclusive access to Apron Area

3.1 Grant of non-exclusive access

Subject to the terms and conditions of this Lease, the Lessee is granted non-exclusive access to the Apron Area in common with the Lessor and others entitled to such use **Insert Use (Apron Area Permitted Purpose)**, for the Term.

3.2 Cost of non-exclusive access

The Lessee's access to and use of the Apron Area will be in accordance with the fees and charges adopted by Council.

4 Quiet enjoyment

Except as provided in this Lease and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

5 Easements

5.1 Purposes for which Lessor may act

The Lessor may for the purpose of providing:

1. a public or private entrance to or exit from;
2. a support for a structure erected on;
3. the supply of a Service, a Facility, or telephone or electronic communication to; or
4. any other right, privilege or facility for;

the Premises, the Land or any other land, do any of the things specified in **clause 5.2 Rights of Lessor in respect of easements**.

5.2 Rights of Lessor in respect of easements

The Lessor may for the purposes detailed in **clause 5.1 Purposes for which Lessor may act** and subject to **clause 5.3 Easements may not substantially derogate from Lessee's Rights**;

1. grant rights of support to or enter into any arrangement or agreement with:
 - a) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
 - b) any public authority;
2. dedicate or transfer any part of the Land; or
3. grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises, the Land or the Premises.

5.3 Easements may not substantially derogate from Lessee's Rights

The Lessor may not without the Lessee's consent, which consent may not be unreasonably withheld, dedicate, transfer, grant or create any easement, right or privilege which substantially and permanently derogates from the Lessee's Rights.

6 Rent

The Lessee must pay to the Lessor the Rent without deduction or set off including but not limited to equitable setoff at the times and in the manner specified in Item 6 of the Schedule

during the Term except that the first and last payments will be apportioned on a daily basis if they are for periods of less than a month.

7 Rent review

7.1 Definitions

In this clause:

Consumer Price Index means the index published by the Australian Bureau of Statistics as the Consumer Price Index for Perth for all groups or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

Current CPI means for a Rent Review Date:

1. the Consumer Price Index number last published prior to that Rent Review Date; or
2. if the Lessor appoints an actuary to determine an index under **clause 7.2 Determination of Current or Previous CPI**, the number certified by that actuary;

Previous CPI means for a Rent Review Date:

1. the Consumer Price Index number last published before:
 - a) the immediately preceding Rent Review Date; or
 - b) if there is no preceding Rent Review Date, the date of commencement of the Term; or
2. if an actuary is appointed by the Lessor under clause 7.2, the number certified by that actuary;

Rent Notice means a notice given by the Lessor to the Lessee under **clause 7.3 Rent Review**; and

Rent Review Date means each date specified in Item 7 of the Schedule.

7.2 Determination of Current or Previous CPI

If:

1. in determining the Current CPI:
 - a) the Consumer Price Index number is not published; or
 - b) in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
2. in determining the Previous CPI, no Consumer Price Index number was published within a period of FOUR (4) months prior to:
 - a) the immediately preceding Rent Review Date; or
 - b) if there is no preceding Rent Review Date, the date of commencement of the Term;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

3. for the Current CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at that Rent Review Date; or
4. for the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
 - a) the immediately preceding Rent Review Date; or
 - b) if there is no preceding Rent Review Date, the date of commencement of the Term;

and

5. the actuary's certificate will be:
 - a) final and binding on the Lessor and the Lessee; and
 - b) used to determine the Current CPI or the Previous CPI as appropriate; and
6. the Lessor and the Lessee must pay the actuary's costs and expenses in equal shares.

7.3 Rent Review

The Rent from each Rent Review Date will be the greater of:

1. the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12); or
2. the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI, rounded up to the nearest \$10.

7.4 Rent review notice

At any time not earlier than THREE (3) months prior to or at any time after a Rent Review Date the Lessor may give notice to the Lessee of the Rent from and including that Rent Review Date.

7.5 Nominated Rent Payable from Rent Review Date

The Lessee must pay the Rent stated in the Rent Notice from the relevant Rent Review Date but if the Lessor gave the Rent Notice later than SIX (6) months after the relevant Rent Review Date, the amount stated in the Rent Notice will be payable from the date that the Lessor gave the Rent Notice.

8 Not to cause rent reduction

The Lessee must not by any act or omission:

1. cause, directly or indirectly the Rent to be reduced; or
2. impose on the Lessor any liability of the Lessee under this Document except:
 - a) if obliged to do so by any statute from time to time in force; or
 - b) with the consent of the Lessor.

9 Outgoings

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises including, but not limited to:

1. water, drainage and sewerage charges including, but not limited to, meter rents, charges for the disposal of stormwater and water consumption charges; and
2. electricity, gas and other power and light charges and expenses including, but not limited to:
 - a) charges and assessments for use under assessments or meter readings;
 - b) meter rents;
 - c) the cost of installation of any sub meters from distribution pillars (in vicinity of lots) or main supply, wiring or other apparatus necessitated by the use of electricity, gas, other power, telephone, and Department of Fire and Emergency Services levies in respect of the Premises.

3. insurance premiums incurred by the Lessor for insuring the Premises and any Plant or Equipment against fire, explosion, earthquake, flood, lightening, storm, tempest, act of God, fusion, smoke rainwater, water leakage, impact by vehicles, machinery breakdown, malicious acts or omissions, public liability, loss of rent and such other risks as a prudent lessor would or should normally insure against.

10 Costs and expenses

10.1 Payment of costs

The Lessee must indemnify the Lessor for, and on demand must pay to the Lessor all payments including but not limited to, Legal Fees, which the Lessor pays or is liable to pay in connection with or incidental to:

1. the instructions for negotiation, preparation, execution, stamping, and any necessary registration, of this Document;
2. any breach of the Lessee's Obligations; and
3. each action, suit or proceeding arising out of, concerned with, or incidental to this Document, except to the extent that in that action suit or proceeding, costs are awarded against the Lessor.

10.2 Payment of duty and fees

The Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:

1. all registration fees in connection with this Document; and
2. all stamp duty, fines and penalties payable under the Stamp Act 1921 not caused by any act or omission of the Lessor, on this Document.

11 Interest on overdue money

Without affecting the rights, powers and remedies of the Lessor under this Document, the Lessee must pay to the Lessor on demand Interest on any Money Payable which is unpaid for SEVEN (7) days computed from the due date for payment until payment.

12 Goods and Services Tax

12.1 Definitions

Unless the contrary intention appears, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Outgoings or other Money Payable to the Lessor for goods or services or property.

Supply means a good or service or property supplied under this Document, including but not limited to the Premises, Services and other goods or services or property the cost of which comprises part of the Outgoings.

12.2 Lessee must pay GST

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply.

12.3 Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay:

1. at the same time; and
2. in the same manner

as the Lessee is obliged to pay for that Supply, including in relation to Rent and Outgoings at the time the Lessee is obliged to pay those amounts.

12.4 Prices do not include GST

The price for each Supply, including Rent, fixed or determined under this Document does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

12.5 Apportionment of GST

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the cost for that supply is determined.

12.6 Statement of GST paid is conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay is conclusive as between the Parties except in the case of an obvious error.

13 Lessor to maintain structure

Subject to the Lessee performing and observing the Lessee's Covenants, and subject to **clause 32 Destruction or damage on premises**, the Lessor must maintain in a safe condition the structure of those buildings and structures forming part of the Premises are the property of the Lessor.

14 Lessee to maintain premises

14.1 General

The Lessee must maintain the Premises and each Lessor's Fixture, Fitting and the Plant and Equipment in/on the Premises in good order. The Lessee shall:

1. keep the Land clean and free from rubbish;
2. promptly remove any rubbish of a kind not removed by the local authority;
3. regularly clean the interior and exterior of any improvements constructed on the Premises;
4. not cause or permit pollution in or Contamination of the Premises or any adjacent land or waterways by garbage, waste material, fuels, oil or other pollution by stormwater or other run off or arising from the Lessee's use of the Premises or Apron Area;
5. collect and dispose of all garbage, waste matter, fuels, oil and other pollutants in a manner required or approved by the Lessor and all relevant authorities having control or jurisdiction over such collection and disposal;

6. immediately and at its own expense, clean up and remove any spills of fuels, oils or other pollutants emanating from the Premises or Apron Area;
7. remove any wreckage or debris from the Premises or adjacent Land as quickly as practicable; and
8. conduct its business in a manner which will prevent pollution or Contamination of the Premises or any adjacent land or waterways.

14.2 Responsibility for securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

14.3 Acknowledgement of state of repair of Premises

1. The Lessee accepts the premises in its present condition relying upon its own enquiries and investigations.
2. The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

14.4 No obligation on Lessor to repair or maintain

The Lessee is wholly and solely responsible for the maintenance and repair of all building and improvements on the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance requirement. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements on the Premises.

Any further development proposed on the Premises during the Term will be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained the prior consent of the Lessor and all necessary statutory approvals.

14.5 Pest control

The Lessee must take reasonable precautions to keep the Premises free of animals, birds and insects, and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

14.6 Damage to Apron Area

The Lessee must make good any breakage, defect, or damage to the Apron Area or any appurtenance, accessory or equipment therein caused by want of care misuse or abuse on the part of the Lessee or any Authorised Person.

14.7 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises and use of the Apron Area.

14.8 Disposal of Waste

The Lessee shall collect and dispose of all garbage, waste matter, oil and other pollutants on:

1. the Premises; and

2. the surrounding areas where the pollutants are related to the Lessee's use of the Premises and/or the Apron Area,

at a place and in a manner required or approved by all relevant authorities having control over the disposal of waste matter and the protection of the environment.

15 Alterations

15.1 Consent to alterations

In giving consent to any alteration, the Lessor may impose any condition, including, but not limited to, a condition that:

1. the work be carried out:
 - a) in accordance with drawings or specifications approved by the Lessor; or
 - b) under the supervision of the Lessor's architect or other consultant;
2. the Lessee pays the costs and fees of the Lessor in supervising or inspecting the work; and
3. the Lessor requires the Lessee to carry out other work to or in the Premises as a consequence of the alteration, addition, demolition or installation requested by the Lessee;

but in regard to the installation, alteration or addition of partitioning within the Premises, the consent of the Lessor may not be unreasonably withheld.

15.2 Other work necessitated by alteration

If any other work is:

1. required by the Lessor as a condition of giving consent as mentioned in **clause 15.1 Asbestos and other harmful substances**; or
2. necessary to comply with a statute for the time being in force or the requirement of an insurer of the Insured Risks or the Insurance Council of Australia;

the Lessee must at the option of the Lessor either:

3. carry out that other work; or
4. permit the Lessor to carry out that other work;

at the cost of the Lessee in accordance with any requirement imposed by the Lessor in respect of that other work.

15.3 Asbestos and other harmful substances

The Lessee must:

1. not install in the Premises:
 - a) asbestos; or
 - b) any other material having the potential to harm the health or safety of persons in the Premises; and
2. at the Lessee's cost remove from the Premises and make good any damage caused by the removal of:
 - a) asbestos; or
 - b) any other material having the potential to harm the health or safety of persons in the Premises.

16 Use of the premises

16.1 Restrictions on use

i) Generally

The Lessee must not and must not suffer or permit a person to:

a) use the:

Premises any part thereof for any use or purpose other than the Permitted Purpose as per Item 11 of the Schedule; or

ii) Apron Area or any part thereof for any use or purpose other than the Apron Area Permitted Purpose identified **clause 3.1 Grant of non-exclusive access**;

b) use the Premises or Apron Area for any purpose which is not permitted under any local planning scheme, local laws, acts, statutes, regulations, standards, or any law relating to health.

2. Comply with all Safety and Emergency Plans

Onslow Airport is a security controlled airport which requires the Lessee to comply with all security regulations.

The Lessee must remain informed and act in a manner consist in respect of any obligations under:

a) the Safety Management System;

b) Emergency Management Plan; and

c) Aerodrome Emergency Plan.

Aerodrome Transport Security Plan

and must not and must not suffer or permit a person to do or carry out on the Premises or the Apron Area any act, matter or thing which breaches or is inconsistent with the Safety Management Plan, Emergency Management Plan or Aerodrome Emergency Plan.

3. Procedure manual

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises or the Apron Area any act, matter or thing which beaches or is inconsistent with the Aerodrome Procedure Manual.

4. No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises or the Apron Area any harmful, offensive or illegal act, matter or thing.

5. No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises or the Apron Area anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

6. No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or Hazardous Substance on or in the Premises, otherwise than in accordance with the following provisions:

- a) any such storage must comply with all relevant statutory provisions and Environmental Laws;
- b) all applications for the approval or renewal of any licence necessary for such storage must be first approved by the Lessor having regard to the Lessee's Permitted Use of the Premises;
- c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- d) upon the request of the Lessor, the Lessee will provide a manifest of all dangerous compounds or substances stored on the Premises.

7. No Discharge

The Lessee must:

- a) take all reasonable measures to prevent any Discharge on the Premises or the Apron Area and the land pertaining to or adjacent to the Premises and
- b) ensure triple interceptors are installed in the drains.

8. No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises or the Apron Area.

9. No signs, antennae or amplifier without consent

1. Except with the prior written consent of the Lessor, the Lessee must not place or permit or permit to place or maintained in the Premises:

- i) Any sign, awning, canopy, decoration, lettering, advertising, device, notice, matter or thing visible from outside of the Premises (save and except for safety, danger, regulatory and hazchem signs) of the Apron Area;
- ii) Any television or radio antennae or most or other apparatus; and
- iii) Any radio or television receiver, loudspeaker, amplifier or other simile device (other than emergency communication apparatus installed by the Lessor) auditable from outside of the Premise.

2. Any consent provided by the Lessor pursuant to paragraph (1) may be withdrawn at any time where the Lessor reasonably so determines having regard to the interests of the Lessor and the terminal building or the rights or interests of occupiers or users of the Airport

3. The Lessee must maintain in good condition and repair anything approved by the Lessor pursuant to this clause.

4. No smoking

The Lessee must not suffer or permit a person to smoke on the Premises or on the Apron Area.

5. No alcohol

a) The Lessee must not suffer or permit a person to use or allow Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

b) The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Licensing Regulations 1989 and any other relevant written laws that may be in force from time to time.

6. Removal of rubbish

The Lessee must keep the Premises and the Apron Area free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

7. No pollution

The Lessee must do all things necessary to prevent pollution in or contamination of the Premises, the Apron Area and any surrounding land, water or air by garbage, refuse, waste matter, oil and other pollutants whether by stormwater or other run off or arising from the Lessee's use of the Premises and/or the Apron Area.

8. No breach of copyright

The Lessee shall not do any act, nor authorise or permit any person to do any act that constitutes a breach or infringement of copyright under the *Copyright Act 1968* (Cth).

16.2 No warranty

1. The Lessor gives no warranty:

- a) as to the use to which the Premises or the Apron Area may be put; or
- b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

2. The Lessee acknowledges and declares that in entering into this Lease the Lessee has:

- a) accepted the Premises as it stands with all existing faults, defects, and characteristics whether they are apparent or ascertainable on inspection or not; and
- b) inspected the Premises and that it has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises for the Lessee's intended use and all warranties (if any) implied by law are hereby so far as legally possible expressly negative.

16.3 Premises subject to restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

16.4 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in **clauses 16.1 Restrictions on use to 16.3 Premises subject to restriction.**

17 Operation of Business

1. Authority to Conduct Business at Airport

The Lessor grants to the Lessee authority, for the Term of this Lease, to conduct the Lessee's Business at the Terminal, subject to the following terms and conditions:

- a. The Lessee must not sell or supply any goods or services in any area of the Terminal or the Airport unless the sale or supply is authorised by the Lessor to take place in that area;
- b. The Lessee must ensure that each person employed by the Lessee for the purpose of driving Motor Vehicles at the Airport in the course of conducting the Business possesses a valid motor car drivers licence in accordance with the laws of Western Australia;
- c. The Lessee must appoint a responsible person (**Manager**) to superintend and control the Business and shall advise the Lessor of the name of the Manager at the time of the appointment;
- d. the Lessee must observe and comply with all directions, rules, regulations and orders for the time being in force in relation to the administration and operation of the Airport.
- e.

2. Lessee's Acknowledgement

The Lessee acknowledges and agrees that the grant of authority by the Lessor to conduct its business at the Airport, does not preclude the Lessor from offering additional rights to other operators whether on a similar or a modified basis.

18 Chemicals and inflammable substances

The Lessee must not, except for reasonable quantities for normal applications in connection with the cleaning of the Premises or any equipment in the Premises, use or store any chemical or inflammable substance within the Premises.

19 Miscellaneous restrictions on use

19.1 Infectious diseases

If any notifiable infectious disease occurs in the Premises, the Lessee must:

1. notify each proper public authority; and
2. comply with each requirement of each proper public authority.

19.2 Advertisements or notices

The Lessee must not display from or affix to the Premises any advertisement or notice visible from outside the Premises without the prior consent of the Lessor which the Lessor may not unreasonably withhold in the case of a notice:

1. stating the name and business of the Lessee; and
2. affixed in a place immediately adjacent to the Premises.

20 Entry by lessor

The Lessee must permit entry to the Premises by the Lessor:

20.1 General

1. at all reasonable times on the Lessor giving to the Lessee reasonable notice; or
2. on demand in the case of emergency;

with or without:

1. workmen and others; and
2. plant, equipment and materials;

for the purposes mentioned in this clause;

20.2 Inspect state of repair

to inspect the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;

20.3 Comply with authorities

to comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises for which the Lessor is liable under this Document;

20.4 Maintenance, modifications or extensions

to carry out maintenance, repair, renovation, replacement, modifications, installations or extensions to the Premises, the Plant or Equipment, buildings or any other equipment, cables, pipes or wires within the Premises, on condition that the Lessor uses its reasonable endeavours not to cause any undue inconvenience to the Lessee;

20.5 Plant and Equipment

to maintain, service, install or remove any Plant, or Equipment provided that the Lessor uses its reasonable endeavours not to cause any undue inconvenience or disruption to the Lessee;

20.6 Interested persons

to view the Premises with:

1. persons having or seeking an interest in the Premises or any part of the Premises;
2. financiers;
3. insurers; and

other similarly interested persons; or

20.7 Affix notices

to affix re-letting notices to the Premises during the last THREE (3) months of the Term.

21 Unauthorised purpose

The Lessee must not use any Facility, item of Plant and Equipment or Lessor's Fixture for a purpose other than that for which it was designed or for which it is designated by the Lessor.

22 Plant and equipment

The Lessee must:

1. comply with and observe the reasonable requirements of the Lessor relating to the Plant and Equipment; or
2. not do anything which might interfere with or impair the efficient operation of the Plant and Equipment.

23 Electrical circuits

23.1 Not overload

The Lessee must not install any electrical equipment on the Premises which might overload the cables, switchboards, or sub-boards, through which electricity is connected to the Premises without the prior consent of the Lessor and under any condition imposed by the Lessor.

23.2 Consent to install equipment

If the Lessee wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and:

1. the Lessor grants its consent; and
2. the Lessor considers that any alteration is necessary to comply with the requirements of the Lessor's insurance underwriters or with any statute in force from time to time;

then:

3. that alteration will be effected by the Lessor at the expense of the Lessee;
4. the Lessee must pay the entire cost of the alteration to the Lessor on demand by the Lessor; and
5. if required by the Lessor the Lessee must deposit with the Lessor the estimated cost of the alteration before commencement of any work.

24 Insurance

24.1 Public liability insurance

The Lessee must effect and maintain with an insurance company approved by the Lessor in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests for the time being in an amount not less than the Public Liability Insurance Amount in respect of any one claim or any higher amount required by the Lessor from time to time.

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24.2 Workers' compensation insurance

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.

24.3 Supply details etc.

The Lessee must in respect of the insurance mentioned in this clause:

1. supply to the Lessor details;
2. produce each policy or certificate of insurance and each receipts for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;
3. ensure that each insurance conforms to the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;

4. ensure that each policy contains provisions for cross liability and waiver of subrogation rights in favour of the Lessor;
5. not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
6. deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

24.4 Not to invalidate insurance

The Lessee must:

1. not do or omit to do any act or thing or bring or keep anything in the Premises:
 - a) which might render the insurance on the Premises void or voidable; or
 - b) which might cause the rate of premium to be increased; and
2. if the Lessor approves in writing any proposal of the Lessee to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

25 Lessee's indemnities

25.1 Indemnities paramount

The obligation of the Lessee to indemnify the Lessor:

1. under this Document; or
2. by law;

is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.

25.2 Indemnity in respect of Lessor's expenses

To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Document.

25.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

25.4 General indemnity

Subject to **clause 24.5 Limit of Lessee's obligations**, the Lessee INDEMNIFIES the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained:

1. caused or contributed to by the use or occupancy of the Premises except to the extent caused or contributed to by the act or omission of the Lessor;
2. resulting from an act or omission of the Lessee or the Lessee's Permitted Person; or
3. resulting from a notice, claim or demand to pay, do or perform any act or thing to be paid, done or performed by the Lessee under this Document except to the extent that the Lessor is obliged under the provisions of this Document to pay for or contribute to that cost.

25.5 Limit of Lessee's obligations

The Lessee's obligation under **clause 24.4 General indemnity** is relieved to the extent that payment of insurance money under the Lessor's insurance policy in respect of that obligation is:

1. received by the Lessor; or
2. refused or reduced by reason of an act or default of the Lessor.

26 Lessee's obligations at risk and expense of lessee

Unless this Document otherwise provides, whenever the Lessee is obliged or required by this Document to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.

27 Limit of lessor's liability

27.1 Lessor not liable for failure to perform and observe Lessor's Covenants

The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.

27.2 Lessor not liable for loss, damage or injury

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring unless caused by the negligence of the Lessor or its employees.

27.3 Lessor liable while registered proprietor

Each Lessor is only liable for breaches of the Lessor's Covenants occurring while that person is the registered proprietor of the Land.

28 Report to lessor

28.1 Comply with statutes

The Lessee must:

- a) comply promptly with all statutes and local laws from time to time in force relating to the Premises or to the Lessee's use of the Premises and the Apron Area including without limitation the *Civil Aviation Act 1988 (Cth)*, *Aviation Transport Security Act 2004 (Cth)* and related regulations and standards;
- b) comply with all applicable Australian Standards;
- c) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute or standard for the use of the Premises and the Apron Area;
- d) ensure that all obligations in regard to payment for licensing and aeronautical fees as well as any security levy are paid to the appropriate person for all business carried on at the Premises or the Apron Area; and
- e) comply promptly with all orders, notices, requisitions, conditions or directions of any competent Authority relating to the Premises or the Apron Area, or to the business the Lessee carries on the Premises or the Apron Area.

28.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against:

a) failing to perform, discharge or execute any of the items referred to in **clause 27.1 Comply with statutes**; and

b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 48.1 Comply with statutes** (but excluding indirect and consequential losses),

except to the extent that any claim, demand, costs or other payments is caused or contributed to by the negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

29 Caveats

29.1 Not lodge absolute caveat

The Lessee must not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Document.

29.2 Withdraw caveat on Termination

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

29.3 Appointment of Lessor as attorney to withdraw any caveat

In consideration of the Lessor granting the Lessee's Rights, the Lessee IRREVOCABLY APPOINTS the Lessor and every officer of the Lessor as defined by the Corporations Law, to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee on Termination to sign and lodge at the Office of Titles Perth:

1. a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
2. a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
3. a surrender of the Lease granted by this Document;

and the Lessee:

- i) undertakes to RATIFY all that the attorney does or causes to be done under or by virtue of this clause; and
4. INDEMNIFIES the Lessor in respect of:
- a) any loss arising from any act done under or by virtue of this clause; and
 - b) the Lessor's costs and expenses of and incidental to:
 - i) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and
 - ii) registering this Document in order to exercise the power of attorney contained in this clause.

30 Not impede exercise of lessor's rights

The Lessee must not impede the exercise of the Lessor's Rights.

31 Compliance with statutes

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must comply promptly with all statutes from time to time in force relating to the Premises or the use of the Premises except for any imposing an obligation to carry out structural work which the Lessee is not required to carry out under this Document.

32 Default by lessee

32.1 Events of default

1. An Event of Default occurs if:
2. any Rent or Outgoings is unpaid for SEVEN (7) days after becoming due whether or not demand for payment is made;
3. the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or Outgoings for FOURTEEN (14) days after notice has been given to the Lessee;
4. the Lessee is a body corporate and:
 - a) an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction or amalgamation; or
 - b) a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the appointment of an administrator of the affairs of the Lessee;
5. the Lessee admits in writing its inability to pay its debts;
 - a) a compromise or arrangement is made between the Lessee and its creditors; or
 - b) an application is made to a Court for an order summoning a meeting of any class of creditors of the Lessee;
6. a controller, as defined by the Corporations Law, is appointed in respect of any property of the Lessee;
7. a mortgagee takes possession of any property of the Lessee;
8. any execution or similar process is made against the Premises or the property of the Lessee;
9. an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Lessee under the Corporations Law or any analogous process; or
10. the Lessee, being a natural person, commits an act of bankruptcy.

32.2 Lessor may retake possession

After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises, and on re-entry the Term will immediately determine but without:

1. affecting any of the Lessor's Rights; or
2. releasing the Lessee or the Guarantor from liability in respect of the Lessee's Covenants.

32.3 Acceptance of Money Payable not to prejudice Lessor's Rights

Demand by the Lessor for, or acceptance of, Money Payable after an Event of Default has occurred will not:

1. affect the exercise by the Lessor of the Lessor's Rights; or
2. operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.

32.4 Lessor may remedy Lessee's default

If the Lessee:

1. omits or neglects to pay any Money Payable; or
2. does or fails to do anything which constitutes a breach of the Lessee's Covenants;

the Lessor may on each occasion without affecting any right, remedy or power arising from that default:

3.
 - a) pay that Money Payable;
 - b) do or cease the doing of that thing; or
 - c) both;

as if it were the Lessee; and

4. enter and remain on the Premises for that purpose;

and the Lessee must pay to the Lessor on demand the Lessor's cost of remedying each breach or default.

32.5 Exercise of Lessor's Rights

1. If the Lessor exercises the Lessor's Rights, it is presumed that the Lessor is entitled to exercise the Lessor's Rights unless the Lessee proves otherwise.
2. The Lessor may exercise the Lessor's Rights:
 - a) without notice being required other than as provided in this Document; and
 - b) notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

32.6 Essential terms

Each of the Lessee's Covenants which are specified in:

1. clauses 6 ('RENT'), 7 ('OUTGOINGS') and 12 (GOODS AND SERVICES TAX);
2. clauses 14.1 and 14.3 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
3. clause 15 ('ALTERATIONS');
4. clause 16 ('USE OF PREMISES');
5. clause 23 ('INSURANCE'); and
6. clause 38 ('ASSIGNING AND CHARGING');

are essential terms of this Document but this subclause does not mean or imply that there are no other essential terms in this Document.

32.7 Damages for breach of essential terms

In addition to any other remedy or entitlement of the Lessor including the right to terminate the estate granted by this Document:

1. the Lessee must compensate the Lessor in respect of any breach of an essential term;
2. the Lessor is entitled to recover damages from the Lessee in respect of such breaches; and
3. the Lessee COVENANTS with the Lessor, which covenant will survive the Termination or any deemed surrender at law of the estate granted by this Document, that if the Term is determined:

- a) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or
- b) following the failure by the Lessee to comply with a notice given to the Lessee to remedy any default;

the Lessee must pay to the Lessor on demand the total of:

- c)
 - i) the Rent then payable under this Document; and
 - ii) the Lessor's reasonable estimate of the Outgoings which would have been payable by the Lessee;

for the unexpired balance of the Term if the Term had expired by effluxion of time; and

- d) Losses incurred or reasonably expected to be incurred by the Lessor as a result of that early determination including, but not limited to, all costs of reletting or attempting to relet the Premises;
- e) less the rent and other money which the Lessor reasonably expects to obtain by reletting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; but the Lessor:
- f) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and
- g) is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Document.

32.8 Certificate to be conclusive

A certificate given to the Lessee by the Lessor of the amount of the Rent and Outgoings under clause 31.7(c) will be conclusive as between the Parties except in the case of manifest error.

32.9 Separate suits

The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:

1. sue for any instalments of Rent outgoings as and when those instalments become due; and
2. by a separate suit or suits sue for any further sum or sums which may be found to be due or owing by the Lessee to the Lessor on the completion of the calculations made at the end of each Lease Year; and

neither the institution of any suit nor the entering of judgment in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any Money Payable.

33 Destruction or damage of premises

33.1 Abatement of Rent

If:

1. the Premises are Unfit for Occupation; and
2. payment of insurance money in respect of the damage or destruction causing the Premises to be Unfit for Occupation is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee;

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated and are no longer Unfit for Occupation abate and cease to be payable.

33.2 Lessee may Terminate

If the Premises are Unfit for Occupation and:

1. the Lessor has given the Lessee notice under **clause 32.1 Major rebuilding required** that it does not intend to rebuild; or
2. the Premises remain Unfit for Occupation for a period of at least THREE (3) months;

the Lessee may give the Lessor notice to terminate the Term with immediate effect but without affecting the rights of the Lessor in respect of any unpaid Money Payable or any antecedent breach by the Lessee of any of the Lessee's Covenants.

34 Option to renew

If:

1. the Lessee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of a Further Term gives the Lessor notice to grant the Further Term; and
2. there is no subsisting default by the Lessee at the date of service of the notice and at the date for commencement of that Further Term in:
 - a) the payment of the Money Payable; or
 - b) the performance or observance of the Lessee's Covenants;

the Lessor must grant to the Lessee that Further Term at the Rent and on the terms and conditions of this Document.

35 Holding over

If the Lessee remains in possession of the Premises after expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to:

1. the Rent for the period immediately preceding expiry of the Term; and
2. the Outgoings which would have been payable by the Lessee if a Further Term had been granted at expiry of the Term;

and otherwise on the same terms and conditions as this Document.

36 Termination

36.1 Restoration of the Premises on Termination

Prior to Termination, the Lessee at the Lessee's cost must restore:

1. the Premises; and
2.
 - a) the Facilities; and
 - b) those parts of the Plant and Equipment;

affected by anything done by the Lessee or any previous occupier of the Premises or any part of the Premises;

to its original state having regard to the age of the Premises and the Lessee's Covenants.

3. surrender to the Lessor all keys and security access devices providing access to or within the Premises held by the Lessee whether or not provided by the Lessor.

36.2 Removal of Lessee's Fixtures

Prior to Termination, the Lessee must remove from the Premises and the Building all the Lessee's Fixtures and property of the Lessee and promptly make good to the satisfaction of the Lessor any damage caused by that removal.

37 Removal of improvements, structures, property and Contaminants from Premises

37.1 Removal all improvements, structures, property and Contaminants

In the event this Lease is terminated or otherwise determined the Lessor in its absolute discretion may direct the Lessee to and the Lessee must at its cost and to the Lessor's reasonable satisfaction:

- a) remove any improvements, buildings and fixtures constructed or located on the Premises. The removal of any improvements, buildings and fixtures must comply with all regulations, standards, and requirements at law;
- b) following the removal of any improvements, buildings and fixtures in accordance with **paragraph (a)** restore the Premises to the same or substantially the same condition as it was immediately prior to the erection or construction of such improvements, buildings and fixtures;
- c) remove any and all Contaminants from the Premises and adjoining land or water which have arisen as a result of the activities of the Lessee, its representatives, invitees or contractors and their employees in accordance with applicable laws

37.2 Unless otherwise directed by the Lessor, remove from the Premises all property of the Lessee which is not a fixture. Failure to remove or restore

1. If the Lessee fails to comply with **clause 37.1 Removal all improvements, structures, property and Contaminants**, to the Lessor's satisfaction, within 180 days following termination or determination of the Lease the Lessor may at its option:
2. decommission where required and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;

3. remove all structures, fixtures and property and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
4. rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
5. remove any Contaminants and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and /or
6. retain the Premises including all fixtures, fittings and chattels as vacated by the Lessee.
7. The Lessee indemnifies the Lessor against all damaged caused by and the cost of the matters referred to in **clause 35.2(1)**.

37.3 Clauses to Survive Termination

The Lessee's obligations under this **clause 36 Removal of improvements, structures, property and Contaminants from Premises** shall survive Termination.

38 Environmental Contamination

1. The Lessee shall undertake any Remediation of the Premises that is required to be undertaken (whether by a condition of development approval or otherwise) by reason of its use of the Premises for the Permitted Purpose.
2. Subject to **clause 381**, nothing in this Lease requires the Lessee to Remediate any Pre-Existing Contamination on, in or under the Premises present at the Commencement Date, as identified in the Base Report.
3. Within 90 days of the Commencement Date the Lessee shall at its cost commission an Environmental Expert to complete a Base Report to identify the type and level of Contamination at the Premises as at the date of the Base Report. The Lessee must provide a copy of the Base Report to the Lessor within 7 days of receipt.
4. The Base Report will be deemed to identify all Pre-Existing Contamination, with the exception of manifest error of the Environmental Expert.
5. On Termination of the Lease, the Lessee shall at its cost commission an Environmental Expert to complete a new environmental report (**Exit Report**) which shall identify, as at the date of the Exit Report, any Contamination on the Premises that was not identified in the Base Report (**Excess Contamination**). The Lessee must provide a copy of the Exit Report to the Lessor within 7 days of receipt.
6. The Lessee is responsible for and must Remediate all:
 - a) excess Contamination at the Premises; and
 - b) excess Contamination that exists:
 - i) on the Premises and is migrating from the Premises to the Land; or
 - ii) on the Land having migrated from the Premises,
 - iii) (**Migrating Excess Contamination**) to have the Environment of the Premises comply with obligations imposed by Law or this Lease.
7. If the Lessee fails to comply with its obligations under **clause 386** the Lessor may Remediate any Excess Contamination or Migrating Excess Contamination on the Land, but only to the

extent that the Lessee is required to Remediate that Contamination under **clause 386**. The Lessor may only carry out Remediation under this clause after the Lessor has given a notice to the Lessee requiring the Lessee to Remediate in accordance with **clause 386** and the Lessee has failed to comply with the notice in a reasonable time. Any reasonable expense that the Lessor incurs carrying out Remediation under this clause will be owed by the Lessee to the Lessor as a liquidated debt payable on demand.

8. If requested to do so by the Lessor, the Lessee must use all reasonable endeavours (including executing documents, providing financial information or making such representations as may be required) to procure the approval of the Chief Executive Officer of the DEC (or such other authorities as may be required) for the transfer of responsibility for Remediation under the Contaminated Sites Act in respect of any Excess Contamination or Migrating Excess Contamination which the Lessee is required to Remediate under **clause 386** of this Lease to the Lessee, in so far as the Contaminated Sites Act assigns liability for Remediation of that Contamination to the Lessor.

9. The parties agree that the Lessee's obligation to undertake Remediation of the Premises shall not extend beyond its obligations to:

- a) undertake any Remediation of the Premises required to enable use of the Premises for the Permitted Purpose; or
- b) remediate Excess Contamination on the Premises or Migrating Excess Contamination on the Land pursuant to **clause 386**.

10. The Lessee acknowledges and agrees that the Premises is:

- a) leased to the Lessee on an "as is, where is" basis; and
- b) may contain Contaminants.

11. The Lessee must:

- (a) at the Lessee's expense, comply with and observe all Environmental Laws and Authorisations insofar as they relate to the Lessee's occupation or use of the Premises and Apron Area;
- (b) ensure that each Authorisation of any conduct or activity in relation to the use and occupation of the Premises and Apron Area is obtained before that conduct or activity occurs and is kept in full force and effect and a copy of each such Authorisation is provided to the Lessor (including a copy of any revocation, suspension, renewal or modification of any Authorisation);
- (c) at the Lessee's expense, comply with and observe all notices received by the Lessor (subject to any law or request by the Lessor to the contrary) or the Lessee under any Environmental Law or Authorisation insofar as those notices relate to the Lessee's occupation or use of the Premises or Apron Area, and as required sufficient information being given to the Lessee to be able to comply;
- (d) provide to the Lessor a copy of each notice received by the Lessee referred to in paragraph (c) of this clause;
- (e) be responsible for any breach of any Environmental Law or Authorisation arising out of the Lessee's use or occupation of the Premises or the Apron Area;
- (f) notify the Lessor of any Environmental Complaint or any Environmental Report and provide a copy of same to the Lessor;

- (g) notify the Lessor of any Discharge or Environmental Event which occurs during the Term;
- (h) at the Lessee's expense, be responsible for the Clean Up or Remediation of any Discharge or Contamination, Environmental Harm or Pollution which occurs during the Term or which is caused or contributed to by the Lessee (whenever occurring) and of anything arising out of an Environmental Event which occurs during the Term or which is caused or contributed to by the Lessee (whenever occurring);
- (i) if required by the Lessor, (having reasonable suspicion that Contamination has occurred) undertake an Environmental Audit in respect of the Premises not more than once in each year of the Term and must:
 - i) provide the Lessor with a copy of the instructions and scoping documents provided to or received from the Auditor prior to the commencement of work and take into account any reasonable comments or requests of the Lessor in respect of the same;
 - ii) provide the Lessor with a copy of an Environmental Audit Report;
 - iii) be responsible for and undertake any Clean Up or Remediation identified in the Environmental Audit Report, to the extent that it arises from or in connection with the Lessee's use or occupation of the Premises; and;
 - iv) implement to the satisfaction of the Lessor, any other recommendations in respect of the Premises contained in the Environmental Audit Report, including preventative actions to be taken by the Lessee, to the extent that they relate to the Lessee's use or occupation of the Premises, or surrounding Environment or are required by an Authority;
- (j) undertake and complete an Environmental Audit in respect of the Premises at the end of the Term or of the Premises after any investigation or Clean Up or Remediation required subsequent to the expiry of the Term and must:
 - i) provide the Lessor with a copy of an Environmental Audit Report;
 - ii) be responsible for and undertake any Clean Up identified in the Environmental Audit Report to the extent that it arises from or in connection with the Lessee's use or occupation of the Premises or surrounding Environment;
 - iii) implement, to the satisfaction of the Lessor, any other recommendations in respect of the Premises or surrounding Environment contained in the Environmental Audit Report, to the extent that they relate to the Lessee's use or occupation of the Premises; and
- (k) provide the Lessor on demand:
 - i) if reasonably required by the Lessor, a report on the effect of any Environmental Law or Authorisation applicable to the Premises or the use and occupation of the Premises by the Lessee, or any conduct or activity on the Premises, prepared by an Auditor at the expense of the Lessee; and
 - ii) a copy of the Lessee's risk assessment, Environmental management plan, Security Management plan and emergency management plan and emergency response procedures in respect of the Premises,

within a reasonable period after receipt by the Lessee of that request;

- (l) at least once in each calendar year, consult with the Lessor to develop and improve the Lessee's Environmental performance;
- (m) implement, in consultation with the Lessor but at the Lessee's cost, reasonable measures at the Premises for the purposes of protection of people, property and the Environment on and immediately surrounding the Premises;
- (n) undertake an initial environmental site assessment and integrity test in full to the satisfaction of the Lessor.
- (o) undertake a final site assessment within 30 days of vacating the premises.

12. The Lessee indemnifies the Lessor and must keep the Lessor indemnified against all loss, damage or injury of any kind or nature whatsoever arising out of any matter for which the Lessee is responsible in **clause 37**.

13. The obligations in this **clause 37** will survive termination of this Lease.

39 Assigning and charging

39.1 No assignment without consent

The Lessee must not assign, mortgage or charge the leasehold estate in the Premises nor sublet, part with possession, or dispose, of the Premises or any part of the Premises without the written consent of the Lessor and, if required, the Minister for Lands and except under this clause.

39.2 Exclusion of the Property Law Act

Sections 80 and 82 of the Property Law Act 1969 are excluded.

39.3 Changes in beneficial ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001 (Cth)* will be deemed to be an assignment of the leasehold estate created by this Document.

39.4 Directors or shareholders must guarantee

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders at the option of the Lessor of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

39.5 Covenants of assignee supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

40 Redevelopment

If:

1. the Lessor wishes to redevelop the Premises; and
2. such redevelopment is likely to involve the destruction of any part of the Premises or to interfere with access to or use of the Premises,

then:

3. the Lessor may terminate the Term by giving to the Lessee not less than SIX (6) months notice at any time;
4. on the expiration of such notice the Term will cease and determine without affecting the rights of the Lessor in respect of any antecedent breach by the Lessee of the Lessee's Covenants; and
5. the Lessee must on the expiration of such notice yield up the Premises to the Lessor in accordance with the covenants and conditions contained in clause 35 of this Document.

41 Consents

Unless this Document otherwise expressly provides, the Lessor may withhold consent to any matter requiring consent without specifying any reason.

42 Act by agents

All acts and things which the Lessor is required or empowered to do under this Document may be done by the Lessor or the solicitor, agent, contractor or employee of the Lessor.

43 Lessee liable for permitted persons

The Lessee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Document.

44 Notice

44.1 Definition

In this clause **Notice** includes each notice, demand, consent or authority given or made to any person under this Document.

44.2 Form and Service

A Notice to a person:

1. must be in writing;
2. may be given or made by:
 - a) delivering it to that person personally;
 - b) addressing it to that person and leaving it at or posting it to:
 - i) the address of that person appearing in this Document;

- ii) that person's usual or last known place of residence;
 - iii) if that person is in business as a principal, that person's usual or last known place of business;
 - iv) if that person is a corporation, its registered office or principal place of business;
- or
- v) any other address nominated by that person by notice to the person giving the Notice; or
 - c) sending an email copy of the Notice to the email address specified in Item 12 of the Schedule or any other number nominated by that person by notice to the person giving the Notice;

3. will be deemed to be given or made:

- a) if by personal delivery, when delivered;
- b) if by leaving the Notice at an address specified in paragraph (b), when left at that address unless the time of leaving the Notice is:
 - i) not on a Business Day; or
 - ii) after FIVE (5) o'clock in the afternoon on a Business Day;

when it will be deemed to be given or made on the next following Business Day;

- c) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b); and
- d) if by email, when despatched by email to the email address specified in Schedule 12 unless the time of despatch is:
 - i) not on a Business Day; or
 - ii) after FIVE (5) o'clock in the afternoon on a Business Day;

when it will be deemed to be given or made on the next following Business Day; and

4. may be signed:

- a) if given by an individual, by the person giving the Notice;
- b) if given by a corporation, by a director, secretary or manager of that corporation; or
- c) by a solicitor or other agent of the person giving the Notice.

44.3 Conclusive evidence

1. A certificate signed by the Lessor that a Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that that Notice was given or made on the date and time stated.
2. Without limiting paragraph (a), if a Notice is given to or made on any person other than the Lessor by posting to an address specified in clause 42.2(b), a document signed by an officer of a post office or stamped with a post office stamp, acknowledging receipt of the Notice for posting, is conclusive evidence of the fact that the Notice was posted on the date stated.

45 Governing law

This Document is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

46 Statutory powers

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

47 Accrual on daily basis

Money Payable accrues on a daily basis.

48 Statutory obligations and powers

48.1 Comply with statutes

The Lessee must:

1. comply promptly with all statutes and local laws from time to time in force relating to the Premises or to the Lessee's use of the Premises and the Apron Area including without limitation the *Civil Aviation Act 1988 (Cth)*, *Aviation Transport Security Act 2004 (Cth)* and related regulations and standards;
 - a) comply with all applicable Australian Standards;
 - b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute or standard for the use of the Premises and the Apron Area;
 - c) ensure that all obligations in regard to payment for licensing and aeronautical fees as well as any security levy are paid to the appropriate person for all business carried on at the Premises or the Apron Area; and
 - d) comply promptly with all orders, notices, requisitions, conditions or directions of any competent Authority relating to the Premises or the Apron Area, or to the business the Lessee carries on the Premises or the Apron Area.

48.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against:

1. failing to perform, discharge or execute any of the items referred to in **clause 47.1 Comply with statutes**; and
2. any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 47.1 Comply with statutes** (but excluding indirect and consequential losses),

except to the extent that any claim, demand, costs or other payments is caused or contributed to by the negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

49 Moratorium not to apply

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

1. extend or postpone the date of payment of money;
 2. reduce the rate of Interest; or
 3. abrogate, nullify, postpone or otherwise affect any condition;
- under this Document do not apply to limit or affect the terms of this Document.

50 Effect of execution

This Document is binding on each Guarantor who executes it notwithstanding:

1. the failure of any other person named as a Guarantor to execute it; or
2. the avoidance or unenforceability of any part of the Document.

51 Severance

If any part of this Document is, or becomes, void or unenforceable that part is or will be, severed from this Document to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

52 Waivers

52.1 Failure or delay is not waiver

Failure to exercise or delay in exercising any right, power or privilege in this Document by the Lessor does not operate as a waiver of that right, power or privilege.

52.2 Partial exercise does not preclude further exercise

A single or partial exercise of any right, power or privilege does not preclude:

1. any other or further exercise of that right, power or privilege; or
2. the exercise of any other right, power or privilege.

53 Variation

This Document may be varied only by deed executed by the Parties.

54 Further assurances

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Document.

55 Counterparts

This Document may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

56 Payment of money

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

57 Interpretation

57.1 Headings

Except in the Schedule, headings in this Document do not affect its interpretation.

57.2 Last day not a Business Day

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

57.3 Joint and several covenants

If a Party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.

57.4 Reference to a Party

Unless contrary to the sense or context, a reference to a Party includes that Party's executors, administrators, personal representatives, successors and assigns, and if a Party comprises two or more persons, the executors, administrators, personal representatives, successors and assigns of each of those persons.

57.5 Reference to other document

Subject to any contrary provision in this Document, a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.

57.6 Reference to a statute

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

57.7 Singular, plural and gender

Where applicable:

1. words denoting the singular include the plural;
2. words denoting the plural include the singular; and
3. words denoting a gender include each gender.

57.8 Reference to a person and a body corporate

Where applicable:

1. a reference to a body corporate includes a natural person; and
2. a reference to a person includes a body corporate.

57.9 Professional body

A reference to a professional body includes a successor to or substitute for that body.

57.10 Month

Unless contrary to the sense or context, **month** means calendar month.

57.11 Lessee's Covenants

Unless contrary to the sense or context, a covenant by the Lessee not to do or omit to do any act or thing includes:

1. a covenant not to suffer that act or thing to be done or omitted to be done by a Permitted Person; and
2. a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.

58 Land Administration Act

If the Land is subject to the provisions of the Land Administration Act 1997 (**LAA**), then the following provisions will apply to this lease of the Premises:

1. the grant of this lease is subject to and conditional on the Minister for Lands consenting to this Document;
2. the consent of the Minister for Lands must be obtained to any assignment, subletting, mortgage or charge of the leasehold estate in the Premises, in addition to the consent of the Lessor in accordance with **clause 41 Consents**;
3. this Document must be registered at the Department of Land Administration, at the cost of the Lessee; and
4. the provisions of this Document are subject to the provisions of the LAA in relation to the Premises.

59 Special Conditions

1. The Special Conditions are incorporated in and form part of this Document; and
2. if any inconsistency arises between any Special Condition and any other term of this Document, the Special Condition will prevail.

Schedule

1 Premises:

The area of the Land (being approximately **INSERT** m2 as depicted on the plan annexed hereto as Annexure 1 as 'Proposed Lease Boundaries' including all buildings, Structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Apron Area:

The area of the Land as hatched dark blue on the plan annexed hereto as Annexure 1.

2 Land:

Portion of Ashburton Location 16, limited however to the natural surface and therefrom to a depth of 60.96 meters and being the whole of the land comprised in Certificate of Title Volume 1772 Folio 846.

3 Term:

10 years from Date of Commencement.

4 Date of commencement:

DAY MONTH 19YEAR

5 Further term:

Five years commencing on expiration of the Term.

6 Rent:

From the Date of Commencement until varied the Rent is AMOUNT IN WORDS (\$AMOUNT) DOLLARS per annum, payable by instalments of AMOUNT IN WORDS DOLLARS (\$AMOUNT) per month in advance on the first day of each month.

7 Rent review dates:

On the anniversary every year for the term of the Lease including any further terms or for so long as the Lessee remains in occupation.

8 Address:

Lot 246 Poinciana Street
PO Box 567
Tom Price WA 6751

9 Rate of interest:

FOUR PERCENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time.

10 Public liability insurance amount:

TEN MILLION DOLLARS (\$20,000,000.00)

11 Permitted use:

DETAILS

12 Email:

Lessor:soa@ashburton.wa.gov.au

Lessee:EMAIL ADDRESS

13 Special Conditions

13.1 Submeter readings will be recorded on *SOA SED 003 Meter Reading Form* as per Annexure 2, on the first business day of each month following the utilities billing cycle with oncharges being calculated at the relevant utilities company's unit rate.

13.2 Lessee's obligations for safety

13.2.1 Sole responsibility for safety

The Lessee agrees to be subject to the same responsibilities to which it would be subject to in relation to the safety of persons and property at the Premises and Apron Area, if it was the owner and occupier of the freehold of the Premises and Apron Area during the Term.

13.2.2 Reasonable Precautions

The Lessee agrees to:

(a) take all necessary precautions and appropriate action as required by law to avoid and prevent the uncontrolled escape of any matter including petroleum or any other inherently dangerous or flammable liquid from the Premises or the Apron Area or other equipment, vehicles, machinery, plant of the Lessee on the Premises or the Apron Area;

(b) in the event of escape of petroleum or other liquid or matter (whether with or without fault or negligence on the part of the Lessee or its employees, agents or contractors) and if required by law, the Lessee must at its own cost and expense take immediate action to stop the escape of petroleum or other liquid or matter and rectify and repair any injury or damage whatsoever caused and clean up and reinstate the Premises or Apron Area to its former condition;

(c) take all reasonable precautions against causing an outbreak of fire on the Premises and Apron Area and must comply with all laws and all lawful requirements, notices or order of any Authority relating to the construction of fire breaks on the Premises;

(d) install and maintain fire-fighting equipment on the Premises as required by law; and

(f) implement all reasonable measures, as required by law, to ensure the Refuelling Depot and all refuelling operations on the Premises and Apron Area will be at all times safe.

13.2.3 Safety and testing obligations

The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings within the Premises, equipment, vehicles, machinery, plant, that it uses for the Permitted Purpose are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings, equipment, vehicles, machinery, and plant comply with all statutory requirements and are safe for use.

13.2.4 Indemnity

The Lessee releases and indemnifies and agrees to keep indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the

Lessor is or may become liable in respect of the Premises and the Apron Area arising under this clause.

13.3 Accidents and Emergencies

13.3.1 Notification of Accidents

a) The Lessee must notify the Lessor immediately and further notify the Lessor in writing as soon as practicable of any accident causing injury to any person occurring on, or any material damage to Onslow Airport arising in connection with its use of the Premises or the Apron Area.

b) To comply with its obligations under this clause, the Lessee acknowledges that it will be required (amongst other things) to:

(i) comply with the requirements of the Occupational Safety & Health *Act 1984*; and

(ii) comply with all relevant requirements of the Department of Fire and Emergency Services (**DFES**) including without limitation the requirement to ensure that all fire protection and fire fighting equipment located or installed at the Premises is tested regularly for compliance with Australian Standards and DFES's requirements.

13.3.2 Emergencies

If there is, or the Lessor or the Lessee has grounds for believing there is or may be, an emergency of any nature in connection with the Premises the Parties agree:

(a) on becoming aware of the emergency or possible emergency, the relevant Party must immediately advise and cooperate with the other Party, and keep the other Party fully informed about the nature of the emergency and any actions being taken by, or on behalf of, that Party or a relevant emergency management authority to address the emergency and ameliorate any risks;

(b) whether or not the Lessee is aware of the emergency or possible emergency or is taking any action, the Lessor is permitted to have reasonable access to the Premises having regard to the nature of the emergency or possible emergency, and to take whatever action it considers is reasonably necessary to avoid, minimise or eliminate the emergency or to assist the Lessee to do so; and

(c) the Lessee must provide to relevant emergency management authorities any access they seek to the Premises.

13.4 Security

(1) The Lessee must:

(a) comply and ensure that all Authorised Persons comply with all security requirements notified to the Lessee by the Lessor from time to time relating to the Onslow Airport;

(b) comply and ensure that Authorised Persons comply with all security measures required by any law, regulation, direction, standard, and or under this clause; and

(c) ensure that the Lessee has sufficient disciplinary procedures in place for Authorised Persons who fail to comply with subparagraphs (1)(a) or (b).

(2) The Lessee acknowledges and agrees to bear all costs associated with maintaining and complying with all security measures and requirements.

13.5 Preparation of Plans

(1) The Lessee must prepare the following, where applicable to the proposed use:

- i. Aerodrome Emergency Plan;
- ii. Dangerous Goods Risk Assessment;
- iii. Emergency Management Plan;
- iv. Environmental Management Plan;
- v. Hazard Management Plan; and
- vi. Safety Management System.

in accordance with applicable legislation, regulations and Australian Standards which may apply from time to time.

(2) The Lessee will review the plans referred to in subclause (1) when required by any applicable legislation or regulation and on demand by the Lessor and submit updated copies to the Lessor as soon as is reasonably practicable on finalisation of the plan.

13.6 Building Design

Development within the Public Purpose (Airport) zone is to be in accordance with provisions in the Shire of Ashburton's Town Planning Scheme No. 7 and land use shall be relevant to airport uses and or services/associated uses.

All external building finishes and hangars are to be sympathetic to the surrounding landscape in design, colour and material. Walls, cladding and roofing with factory applied natural, muted toning will be supported. Unpainted Zinalume, white and reflective colours and finishes to walls, cladding and roofing will not be permitted.

Boundary setbacks and separation distances for all structures shall be in accordance with the Building Code of Australia, CASA guidelines or as otherwise determined by the local authority.

EXECUTED by the parties as a Deed

2016

SHIRE OF ASHBURTON under)
delegated authority as per s. 5.42 of the)
LGA 1995:)

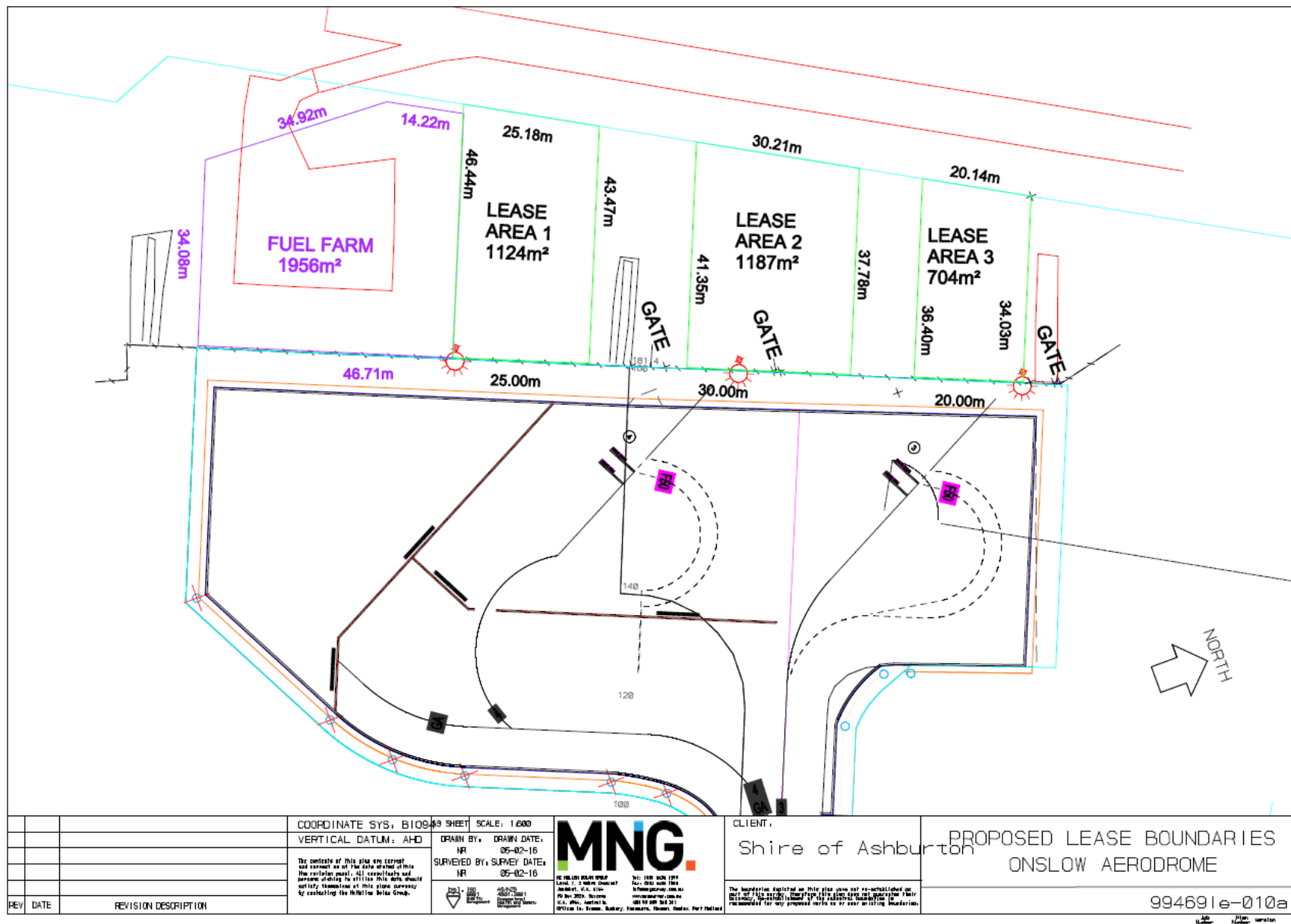
CHIEF EXECUTIVE OFFICER (Print Full Name)

WITNESS (Print Full Name)

EXECUTED BY INSERT COMPANY NAME)
(ACN **INSERT**) pursuant to Section 127 of the)
Corporations Act:)

DIRECTOR (Print Full Name of Director)

SECRETARY (Print Full Name of Director/Secretary)



Meter Reading Form

Reading Information

Premises Address: .

Tenants Name: .

GL Code .

Meter Details

Previous Meter Reading: .

New Meter Reading: .

Shire Approval

Name: .

Signature: _____ Date: __/__/__

Tenant Approval

By signing this you are agreeing to the details recorded on this form.

Name: .

Signature: _____ Date: __/__/__

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July 2016

Lease

Shire of Ashburton

and

Lessee