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Dated the *26* day of *March* 1991

B E T W E E N

COMMONWEALTH OF AUSTRALIA

- and -

AIRPORT ENGINEERING SERVICES PTY LTD

CONTRACT OF SALE

AUSTRALIAN GOVERNMENT SOLICITOR
9TH FLOOR
NATIONAL WESTMINSTER HOUSE
251 ADELAIDE TERRACE
PERTH WA 6000
MISS V THAM
REFERENCE: 90203212/1252:DRR:D70
TELEPHONE: 425 7716

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THIS CONTRACT OF SALE is made the 26 day of March 1991

Section 47

B E T W E E N :

COMMONWEALTH OF AUSTRALIA care of State Manager, Australian Property Group, Department of Administrative Services, 2nd Floor, 12 St George's Terrace, Perth in the State of Western Australia ("the Commonwealth")

AND


care of Bradshaw's Pty Ltd, 282
AIRPORT ENGINEERING SERVICES PTY LTD ~~of Suite 2, 10 Fremantle~~
Newcastle Street, Perth
~~Road, Gosnells,~~ in the State of Western Australia
(the purchaser")



WHEREAS

- A The Commonwealth is registered as the proprietor of an estate in fee simple in the Site.
- B The Commonwealth Department of Transport & Communications currently operates an aerodrome to Civil Aviation Authority licensing standards on the Site known more particularly as the Broome Airport.
- C The Commonwealth wishes to dispose of the Site and the business of operating the Broome Airport on the Site by public tender together with:

- 1 All the Commonwealth's right title and interest in and to the Business,
- 2 All improvements comprising the fixed assets and buildings erected on the Site, and
- 3 the registered vehicles, plant and portable equipment used in connection with the Business as more particularly detailed in the Schedules hereto

SUBJECT HOWEVER to the leases and licences set out and referred to in the Schedules hereto.

D The Purchaser has, by Section 47 tendered for the purchase of the Site and the Business and the Commonwealth has accepted the Purchaser's said tender on the terms and conditions contained in this Contract of Sale.

IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS

1.1 In this Contract of Sale unless the context otherwise requires:

"Business" means and includes the operation of a licenced aerodrome at Broome now conducted at the Site in accordance with the requirements under the Civil Aviation Act 1988 together with the assets of the Business being all improvements erected on the

Site, registered vehicles, plant and equipment set out in the Schedules hereto;

"Contract of Sale" means this Contract of Sale and all Schedules and Annexures hereto;

"Date of Settlement" means the date of payment of the Purchase Price set out in clause 3.1 hereof;

"Possession Date" means the date of settlement;

"Purchaser" means the abovementioned Purchaser and its officers servants and agents and includes where the Purchaser is a person such person and his executors administrators and permitted assigns and where two or more persons are the Purchaser means and includes such persons and each of them and their and each of their executors administrators and permitted assigns and where the Purchaser is a corporation means and includes such corporation and its successors and permitted assigns and where two or more corporations are the Purchaser means and includes such corporations and their respective successors and permitted assigns and this definition shall apply mutatis mutandis when the Purchaser is a combination of both person or persons and corporation or corporations and shall be and include the reversioner for the time being immediately expectant;

"Purchase Price" means the monies payable pursuant to clause 3.1 hereof;

"Site" means all that land comprising 304 hectares and known as the Broome Airport comprising a two runway layout together with taxiways, aprons and terminal buildings and situated 1.8 kilometres from the Broome Post Office and more particularly described in Schedule 1 hereof.

1.2 References to statutes regulations ordinances or by-laws shall be deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

1.3 Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter genders and vice versa.

1.4 Reference to two or more persons shall mean the covenants and obligations on their part herein contained and shall bind them jointly and each of them severally.

1.5 Reference to a person includes a corporation and vice versa.

1.6 Headings and sub-headings have been included for ease of reference and none of the terms covenants conditions or restrictions within those headings or sub-headings appearing are to be construed or interpreted by reference to such headings or sub-headings.

1.7 Where pursuant to this Contract of Sale the day on or by which any act, matter or thing is to be done is a Saturday or a Sunday or a public holiday, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

2 OPERATIVE PART

2.1 The Commonwealth agrees to sell to the Purchaser and the Purchaser agrees to purchase the Site and the Business together with:

2.1.1 All the Commonwealth's right title and interest in and to the Business,

2.1.2 All improvements comprising the fixed assets, buildings and other improvements erected on the Site as set out in Schedule 2 hereto, and

2.1.3 All registered vehicles, plant and portable equipment used in connection

with the Business set out in Schedule 3
hereto,

but subject however to:-

2.1.4 All leases and licences set out in
Schedule 4 hereto, and

2.1.5 Two leases to the Civil Aviation
Authority set out in Schedule 5 hereto,
and

2.1.6 A lease to the Commonwealth Bureau of
Meteorology on the terms and conditions
and in the form of lease set out in
Schedule 6 hereto,

Section 47

on a walk-in walk-out basis and
SUBJECT TO the terms covenants conditions and
restrictions contained in this Contract of Sale.

3 PAYMENT OF PURCHASE PRICE

3.1 The Purchase Price together with any other monies
payable by the Purchaser shall be paid by the
Purchaser to the Commonwealth in the following
manner:

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3.1.1 a deposit of ten per centum (10%) of the Purchase Price to be paid within fourteen (14) days of formal written notification of acceptance by a delegate of the Commonwealth;

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3.1.2

shall be paid by the Purchaser to the Commonwealth by bank cheque on the 18 day of April 1991 or within such other time as agreed by both parties in writing PROVIDED THAT interest shall be computed on the said balance at the rate of eighteen per centum (18%) per annum from the 18 day of April 1991 to the date of payment.

3.2 At a reasonable time prior to settlement, the Commonwealth and the Purchaser shall jointly undertake an inventory of all assets, registered vehicles, plant and portable equipment.

3.3 Settlement shall be effected at the Office of the Australian Government Solicitor, Western Australian Region, 9th Floor, National Westminster House, 251 Adelaide Terrace, Perth.

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4 TRANSFER

4.1 The Purchaser shall a reasonable time prior to the Date of Settlement, at its own cost and expense, present to the Commonwealth for its execution a proper registrable Transfer of the Site. Subject to the due and punctual payment by the Purchaser to the Commonwealth of the whole of the Purchase Price as hereinbefore provided, the due and punctual performance of the Purchaser's other obligations under this Contract of Sale, the Commonwealth shall execute the said Transfer and hand to the Purchaser the executed Transfer of the Site in favour of the Purchaser together with the duplicate Certificates of Title thereto.

5 INSPECTION

5.1 The Purchaser admits that the Purchaser has inspected or had the opportunity to inspect the Site and the Business and buys them as they are as at the date of this Contract of Sale.

6 ACCEPTANCE OF TITLE

6.1 The Purchaser accepts the Commonwealth's title to the Site and waives all requisitions and objections thereto.

7 GENERAL CONDITIONS OF SALE

7.1 The conditions set forth in the 1988 Joint Form of General Conditions for the Sale of Land (a copy of

which is annexed hereto) shall be incorporated herein and shall apply to this sale insofar as it relates to the sale of the Site and so far as they are not varied by or inconsistent with the express terms hereof.

8 ERRORS, MISDESCRIPTIONS, ZONING ETC.

8.1 No error or misdescription of the Site in this Contract of Sale shall annul the sale. In the event of any error or errors in the description of the land comprised in the Site, the Purchaser shall not be entitled to make any claim for compensation or abatement of the Purchase Price in respect thereof.

8.2 The Commonwealth's title being under the Transfer of Land Act 1893 (as amended), the Commonwealth will not furnish any abstract of title nor will the Purchaser require the Commonwealth to furnish any abstract of title and the Purchaser shall accept the Commonwealth's title and shall not be entitled to make any requisitions on or objections to the Commonwealth's title and the provisions of Clause 8 of the 1988 Joint Form of General Conditions for the Sale of Land shall be deemed not to apply to this Contract of Sale.

8.3 The Site and the Business are sold as they stand with all faults and defects existing therein whether the same are apparent or ascertainable on inspection or not and without any obligation on the Commonwealth to disclose or particularise any faults or defects known to the Commonwealth. The Purchaser shall purchase with the express acknowledgement that no warranty or representation of any sort is or has been given or made by the Commonwealth or any agent of the Commonwealth with respect to the Site or the Business or any part thereof and any implied warranty is hereby negatived. The Purchaser shall be deemed to purchase in reliance on its own inspection of the Site and the Business. The Commonwealth shall not be liable under any circumstances to make any allowance compensation or payment in any way to the Purchaser or any other person or other legal entity for any fault or defect in the Site or the Business nor shall this purchase be affected thereby. Without limiting the generality of the foregoing, the Commonwealth does not expressly or impliedly warrant or represent that the Site is or will be zoned for the purposes required by the Purchaser or in fact zoned at all and all warranties (if any) as to zoning of the Site are hereby expressly negated.

8.4 The Site is sold subject to all reservations, conditions and provisions contained in the said

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Certificates of Title and to all resumptions, rights, encroachments and easements (if any) now subsisting in respect of or over the same or any part thereof and to cost of fences and other liabilities and incidents of tenure affecting the same without any liability or obligation on the Commonwealth to show creation thereof or to define or apportion any burdens and to all existing or threatened or anticipated charges, requisitions, orders or requirements of any parliamentary local or other competent authority in respect of the same or any part thereof made or subsisting at the date hereof and to all statutes, regulations, by-laws and orders now or hereinafter in force in any way affecting the Site or any part or parts thereof.

- 8.5 The Commonwealth shall not be liable to furnish a surveyor's identification certificate or survey as to the situation of any improvements or any evidence of proof regarding their situation.

9 MINERAL RESERVATIONS AND DEPTH LIMITATION

- 9.1 The Purchaser ACKNOWLEDGES AND AGREES that if the Site includes the land beneath a depth of 12.19 metres together with the associated mineral rights and all reservations, and the like normally vested in the State of Western Australia, then this Contract of Sale shall not include the same and such shall be transferred to the State of Western Australia.

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10 SOUTH AFRICAN CONDITIONS

10.1 This Contract of Sale is subject to the condition that the Purchaser:-

10.1.1 is not at the date of the Contract of Sale and does not become during its currency a corporation in which more than one-half of the issued stock or shares is held by or on behalf of:

10.1.1.1 a citizen or citizens or resident or residents of the Republic of South Africa;

10.1.1.2 a corporation that is, or corporations each of which is, established by or incorporated under the laws of the Republic of South Africa or a corporation that has, or corporations each of which has, its central place of control or management in the Republic of South Africa; or

10.1.1.3 both;

10.1.2 does not provide all or any of the moneys for the Purchase Price from the Republic of South Africa; and

10.1.3 does not enter into any assignment or other agreement, arrangement or the like with another party who:

10.1.3.1 is a person to whom clause 10.1.1.1 applies or a corporation to which clause 10.1.1.2 applies; or

10.1.3.2 offers to provide any moneys as set out in clause 10.1.2.

10.2 The Purchaser:

10.2.1 shall notify the Commonwealth in the event of its becoming a Corporation to which clause 10.1.1 applies, within seven (7) calendar days after such event;

10.2.2 shall notify the Commonwealth in the event of any co-purchaser or proposed co-purchaser becoming a corporation to which clause 10.1.1 applies, within seven (7) calendar days after its becoming aware of such event; and

10.2.3 shall, within fourteen (14) calendar days after the date of notice by the Commonwealth requiring it to do so, supply to an officer of the Commonwealth specified in that notice, a statutory declaration in a form prescribed by the

Commonwealth concerning the extent of any South African interest in it or in any co-purchaser nominated in the notice.

10.3 This Contract of Sale is conditional upon the fact that none of the Purchase Price are or have come from the Republic of South Africa.

11 POSSESSION AND APPORTIONMENT

11.1 The Purchaser shall be entitled to possession of the Site and the Business and all improvements plant and equipment on the Possession Date up to which date the Commonwealth shall pay all telephone electricity water and other periodical outgoings and all charges and debts whatsoever payable in respect of the Site and the Business and other property hereby sold and from and after the Possession Date the same shall be payable by the Purchaser and the said outgoings and charges shall where necessary be apportioned as at the Possession Date between the Commonwealth and the Purchaser.

11.2 The Commonwealth shall on the Possession Date sign and deliver to the Purchaser a proper form of Application for the transfer and assignment of all leases, licences held by it in connection with the Business. All Commonwealth vehicle registrations will be cancelled on the Possession Date and the

Purchaser must re-register all vehicles sold in connection with the Business at its own expense.

11.3 On the Possession Date all existing services to the Site in respect of electricity gas telephone and otherwise shall be transferred to the Purchaser at the cost of the Purchaser.

12 RISK

12.1 The parties mutually acknowledge and agree that the Site and the Business hereby sold shall be at the sole risk of the Purchaser from the date of this Contract of Sale as regards loss damage or destruction by any cause whatsoever.

12.2 The Purchaser shall from the date of this Contract of Sale to the Date of Settlement effect and keep current in the joint names of the Commonwealth as unpaid vendor and the Purchaser for their respective rights and interests under this Contract of Sale adequate insurance cover to the satisfaction of the Commonwealth against loss or damage from the usual insurable risks together with public risk liability in the sum of not less than Twenty five Million Dollars (\$25,000,000.00) in respect of the Site and the Business and all improvements plant and equipment hereby sold against loss or damage and shall pay all premiums in respect of such insurance as and when the same shall become due.

12.3 The Purchaser shall if required by the Commonwealth produce for inspection by the Commonwealth reasonable proof of the existence of any insurance policy effected in the terms of clause 12.2 and reasonable evidence of its currency.

13 INDEMNITY

13.1 The Purchaser covenants and agrees to indemnify and keep indemnified the Commonwealth from and against all claims demands costs or proceedings whatsoever arising out of the operation of the Site and the Business by the Purchaser on or after the possession date with the exception of any acts carried out by the Commonwealth in the exercise of its defence powers set out in section 51(vi) of the Australian Constitution, in its sovereign capacity, as a direct consequence of hostilities or warlike operations whether there has been a declaration of war or not.

14 EXCLUSION OF WARRANTY

14.1 The Commonwealth does not expressly or impliedly warrant that the Site or the Business are now or will remain suitable or adequate for all or any of the purposes of operating a licenced aerodrome in Broome and all warranties (if any) as to the

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suitability and adequateness of the Site and the Business implied by law are hereby expressly negatived. The Purchaser shall be deemed to have made and relied entirely upon its own enquiries and knowledge.

15 DEFAULT IN PAYMENT

15.1 If, for any reason not attributable to the default of the Commonwealth any moneys payable to the Commonwealth by the Purchaser under this Contract of Sale are not paid on the due date for payment then the Purchaser shall pay to the Commonwealth interest on the amount so unpaid (in addition to any other interest payable under this Contract of Sale) at the rate of twenty-three per centum (23%) per annum from the 18 day of June 1991 to the actual date of payment without prejudice to any other of the Commonwealth's powers.

16 DEFAULT

16.1 If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under this Contract of Sale or if the Purchaser repudiates this Contract of Sale at any time prior to the Possession Date, then the Commonwealth, in addition to any other rights or remedies it may have under this Contract of Sale or otherwise, may:

16.1.1 affirm this Contract of Sale and sue the Purchaser for damages for breach;

16.1.2 affirm this Contract of Sale and sue the Purchaser for specific performance of this Contract of Sale and damages for breach in addition to or in lieu of specific performance of the Contract of Sale;

16.1.3 subject to clause 17 and if the notice given pursuant to clause 17 states that unless the relevant default is remedied within the time specified in the notice, this Contract of Sale will or may be terminated, terminate this Contract of Sale and:

16.1.3.1 forfeit the deposit and any other moneys paid towards the Purchase Price and any interest accrued thereon;

16.1.3.2 sue the Purchaser for damages for breach; and

16.1.3.3 without further notice to the Purchaser re-sell the Site and the Business in such manner as the Commonwealth in good faith

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deems fit and if the Commonwealth re-sells the Site and the Business and the re-sale is settled within 12 months following the date of termination, any deficiency arising from such re-sale and all expenses incurred by the Commonwealth (but after giving credit for the deposit and any other moneys if it has been forfeited) arising from such re-sale shall be recoverable by the Commonwealth from the Purchaser as liquidated damages.

16.2 The Commonwealth shall be entitled to retain for 12 months from the date of termination of this Contract of Sale and pending re-sale of the Site and the Business all moneys and deposit paid and any interest accrued thereon towards the Purchase Price;

16.3 If the Commonwealth re-sells the Site and the Business the Commonwealth may:-

16.3.1 if settlement of such re-sale is within 12 months after the date of termination

of this Contract of Sale, apply any instalment of Purchase Price paid to the Commonwealth in or towards satisfaction of any damages mentioned in clause 16.1; and

16.3.2 retain absolutely:-

16.3.2.1 any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Commonwealth resulting from the Purchaser's default; and

16.3.2.2 any interest accrued for the benefit of the Purchaser;

16.4.1 If the Commonwealth does not commence proceedings for the recovery of damages or fails to re-sell the Site and the Business within the 12 month period referred to in clause 16.3 then after the said period of 12 months has expired, the Commonwealth shall account to the Purchaser for any instalments of Purchase Price received by the Commonwealth (other than for the deposit forfeited by the Commonwealth under the terms of this

Contract of Sale,) provided that any interest accrued on any instalments of the Purchase Price or the deposit shall be retained by the Commonwealth,

16.4.2 If the Commonwealth defaults in performing or observing any obligation imposed on the Commonwealth under this Contract of Sale or if the Commonwealth repudiates this Contract of Sale, then the Purchaser in addition to any other rights and remedies it may have under this Contract of Sale or otherwise shall be entitled to the repayment of all moneys paid by it under this Contract of Sale together with interest thereon at the rate of eighteen per centum (18%) per annum computed from the date of payment by the Purchaser until repayment.

17 DEFAULT NOTICE

17.1 Except as otherwise specifically provided in this Contract of Sale:

17.1.1 the Commonwealth shall not be entitled to forfeit any money paid by the Purchaser or take or recover possession of the Site and the Business on the ground of the

Purchaser's default in performing or observing any obligation imposed on the Purchaser under this Contract of Sale;

and

17.1.2 neither the Commonwealth nor the Purchaser shall be entitled to terminate this Contract of Sale on the ground of the other's default in performing or observing any obligation imposed on that other party under this Contract of Sale;

unless

17.1.3 the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default to be remedied within the period stipulated in the notice; and

17.1.4 the party in default fails to remedy the default within the period stipulated in that notice.

17.2 The period stipulated in the written notice referred to in 17.1.3 shall not be less than 14 days from the date of service of that notice.

17.3 The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.

17.4 This clause shall not apply where either party repudiates this Contract of Sale.

18 SPECIAL CONDITIONS

THIS CONTRACT OF SALE IS SUBJECT TO AND CONDITIONAL UPON:

18.1 the Purchaser COVENANTING AGREEING AND UNDERTAKING:

18.1.1 to operate and maintain the Site as a licensed aerodrome open to public use subject to and in accordance with the terms and conditions of the aerodrome licence issued to the Purchaser and shall permit access to the Site to persons authorised under the Civil Aviation Regulations;

18.1.2 to be responsible for operating and maintaining the Site (including T-VASIS and airport lighting) except for those services and facilities provided by the Civil Aviation Authority and the Commonwealth Bureau of Meteorology;

- 18.1.3 to permit open unrestricted and non-discriminatory access to the Site by airline and aircraft operators (including, where applicable, all operations which are in pursuance of present and future rights granted by Australia under bilateral air services arrangements with other countries) on reasonable terms and conditions, except where inconsistent with the physical limitations of the Site in accordance with the Civil Aviation Authority safety standards and conditions published in the Enroute Supplement, Australia;
- 18.1.4 to be responsible to the extent prescribed in the Broome Aërodrome Manual as approved by the Civil Aviation Authority for such matters of safety and security as are therein prescribed as being the responsibility of the Purchaser;
- 18.1.5 to take such action as is within its power to prevent the restriction of aircraft operations to and from the Site by objects, such as buildings other structures trees or other natural objects projecting through the existing and

potential obstacle limitation surfaces of
the Site;

18.1.6 to take such action as is within its
power

18.1.6.1 to prevent residential and
other incompatible development
in areas which are or which may
in the opinion of the Shire of
Broome in consultation with the
Environmental Protection
Authority in the State of
Western Australia or other
consultants to the Shire of
Broome from time to time be
adversely affected by aircraft
noise;

18.1.6.2 to prevent the introduction of
activities likely to create a
hazard to aircraft including
activities likely to attract
birds; and

18.1.6.3 to prevent development which
would be incompatible with the
Civil Aviation Authority air
navigation and communications
facilities and the Commonwealth
Bureau of Meteorology
facilities;

18.1.7 to provide from time to time to the Civil Aviation Authority and the Commonwealth Bureau of Meteorology, subject to the Civil Aviation Authority and the Commonwealth Bureau of Meteorology providing those services necessary under the Civil Aviation Regulations for the type and volume of aircraft traffic operating at the Site, at no cost or charge and on the terms and conditions contained in the leases set out in Schedules 5 and 6 hereto (except for all outgoings in any way connected to or incidental to the Site including but not limited to service costs, electricity, water) such space and access thereto within the Site as the

18.1.7.1 Civil Aviation Authority reasonably requires for the purpose of establishing, providing, maintaining, modifying or operating air route and airway services and facilities and rescue and fire fighting services and facilities and associated equipment and for the

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performance of such other aviation related activities and services including the provision, installation, maintenance and operation of facilities and equipment which shall always remain the property of the Civil Aviation Authority; and the

18.1.7.2 Commonwealth Bureau of Meteorology reasonably requires for the purpose of establishing, providing, maintaining, modifying or operating meteorological facilities and associated equipment and for the performance of such other meteorologically related Commonwealth activities and services including the provision, installation, maintenance and operation of facilities and equipment which shall always remain the property of the Commonwealth Bureau of Meteorology;

18.1.8 to enter into a covenant in the form set out in Schedule 7 hereto contemporaneously with the execution of this Contract of Sale;

18.1.9 to do and execute such things deeds and documents as are necessary to give effect to clause 18.1.8 with all due expedition and diligence and without limiting the generality of the foregoing to sign all applications and other documents and procure all necessary consents and do all things necessary to expeditiously procure the registration of the covenant referred to in clause 18.1.8 and set out in Schedule 7 at the Office of Titles, Perth pursuant to the provisions of the Transfer of Land Act 1893 (as amended);

18.1.10 that any agreement to dispose of the Site and Business to a prospective purchaser shall contain a special condition that the prospective purchaser shall, subject to clause 18.4 and prior to the establishment, maintenance and operation of a new licensed aerodrome to Civil Aviation Authority standards and of at least an equivalent capability to the Site and the Business, similarly require

the covenants agreements and undertakings contained in this clause 18 to be included in the Contract of Sale for the sale and purchase and so forth so that the covenants agreements and undertakings herein contained shall be deemed to take effect to include all successors in title and assigns to the Site and the Business or to any proposed new licensed aerodrome acquired pursuant to clause 18.4;

18.1.11 to notify the Secretary of the Department of Transport & Communications PO Box 594, CANBERRA ACT 2601

18.1.11.1 within seven (7) days of the Purchaser making any application to the appropriate State Departments and/or Local Authorities concerning the future use or zoning of the Site; and

18.1.11.2 within two (2) months of the Purchaser proposing to sell the Site and the Business pursuant to clause 18.4.

18.2 the Purchaser ACKNOWLEDGING AND AGREEING:

18.2.1 that in the event that companies or persons engaged in businesses directly related to the air transport industry require the use of parts of the Site, the Purchaser shall, subject to any direct and unreasonable constraints on the Purchaser, provide the said companies or persons with the use of such agreed parts of the Site by way of lease or licence or otherwise without unjust discrimination and on fair and reasonable terms and conditions;

18.2.2 that any and all leases or licenses granted for any part of the Site for any purpose shall not contravene the conditions of the aerodrome licence or international conventions to which the Commonwealth is a party;

18.2.3 that the Purchaser shall have the right to determine and collect any reasonable charges on aerodrome operations, other than those imposed under the Civil Aviation Act and Regulations, as are necessary to cover the cost of developing, operating and maintaining the

existing Site as a licensed aerodrome to provide a reasonable return on initial airport investment or cover interest on borrowings for this existing acquisition; and to cover the cost of establishing, maintaining and operating any proposed new aerodrome;

18.2.4 the Commonwealth shall be entitled to lodge a Subject to Claim Caveat against the land comprised in the Site or any part thereof to ensure that all interested and prospective purchasers are fully aware of the covenants conditions and agreements associated with the purchase of the Site and the Business.

18.3 the Purchaser AGREEING THAT in the event that any dispute arises between either the Purchaser and any other party on access to the Site or the reasonableness of terms and conditions of access to the Site, the dispute shall be determined upon the request from the other party by an arbitrator or umpire under the Commercial Arbitration Act 1985 and each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner.

18.4 the Commonwealth ACKNOWLEDGING AND AGREEING THAT:

18.4.1 The Purchaser may subdivide and dispose of such portions of the Site free from the restrictive covenant set out in Schedule 7 to further develop the Site or to enable alternative land uses for the Site to cover the cost of operating and maintaining the Site as a licensed aerodrome or to cover the cost of establishing maintaining and operating a proposed new aerodrome in Broome PROVIDED THAT the remainder of the Site shall continue to be operated and maintained as a licensed aerodrome open to public use;

18.4.2 the Purchaser may sell the Business and the Site or the balance of the Site remaining after any subdivision and disposal pursuant to clause 18.4.1 enabling alternative land uses on the Site free from the restrictive covenant set out in Schedule 7 PROVIDED THAT

18.4.2.1 prior to the said sale a new licensed aerodrome be established by the Purchaser or any other person to Civil Aviation Authority standards of

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at least an equivalent capability to the Site and the Business on a site acceptable to the Commonwealth; and

18.4.2.2 the Purchaser or any other person maintains and operates any new aerodrome, established under this clause 18.4.2 in compliance with these conditions of sale and the special conditions set out in this clause 18 and in particular but without limiting the generality of the foregoing, clauses 18.1.8, 18.1.9 and 18.1.10;

18.4.3 Where the Purchaser can demonstrate to the complete satisfaction of the Commonwealth that the air transportation needs at Broome have been fully satisfied and the operation of a licensed aerodrome at the Site is in the opinion of the Commonwealth no longer necessary, the Commonwealth will take all reasonable steps to remove the restrictive covenant set out in Schedule 7 and registered against the Site. For the purposes of

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this clause the Secretary of the Department of Transport and Communications at P O Box 594 Canberra ACT 2601 shall have the absolute discretion for and on behalf of the Commonwealth and the decision of the Secretary shall be final and binding upon all parties.

18.4.4 the Commonwealth will not collect landing charges under the Air Navigation (Charges) Act 1952 for the use of the Site as a licensed aerodrome from and including the Date of Settlement.

19 MISCELLANEOUS

19.1 COMMONWEALTH MAY ACT BY AGENTS

The Commonwealth may do all acts and things which the Commonwealth is required or empowered to do under this Contract of Sale by its solicitor or duly authorised employee.

19.2 COSTS

The legal costs and expenses of and incidental to the instructions for and the preparation and completion of this Contract of Sale and all stamp and other duties payable hereon shall be borne by the Purchaser.

19.3 PROTECTION OF THIRD PARTIES

No person dealing with the Commonwealth in the exercise of the Commonwealth's powers shall be concerned to see or enquire whether the exercise of any power is consistent with the terms and conditions of this Contract of Sale and if any power is exercised in breach of the terms and conditions of this Contract of Sale the title of the person dealing with the Commonwealth shall not be impeached on that account.

19.4 AGREEMENTS TO SURVIVE TRANSACTION

All agreements obligations covenants and representations contained in this Contract of Sale which have not been fulfilled shall survive the execution and completion of the terms of this Contract of Sale.

19.5 STATUTORY POWERS

The powers conferred by any statute exercisable by the Commonwealth against any person or in respect of the Site or the Business shall (except to the extent inconsistent with the provisions expressed in this Contract of Sale) be in augmentation of the Commonwealth's powers.

19.6 NOTICE, DEMAND OR CONSENT

19.6.1 Any notice or demand given pursuant to this Contract of Sale may be signed by

the party giving the notice or its solicitor and shall be deemed to be duly given or made if served on the party concerned by:-

19.6.1.1 posting it in a prepaid Security Post or Certified letter addressed in either case to the Commonwealth or the Purchaser at its registered office or principal place of Business as hereinbefore appearing, or

19.6.1.2 personal delivery to the address of the party concerned at its address aforesaid;

19.6.2 In respect of such notices as must pursuant to the provisions of this clause be served by post the same shall be deemed to be delivered four (4) days after the time of posting.

19.7 MORATORIUM NOT TO APPLY

The provisions of any statute whereby the date of payment of moneys owing under agreements for sale may be extended or postponed or whereby the rate of interest may be reduced or any other condition may be abrogated nullified postponed or otherwise affected shall not apply to limit or affect the terms of this Contract of Sale.

19.8 PROPER LAW

This Contract of Sale shall be governed by and construed in accordance with the laws of Western Australia specifically expressed to be binding on the Crown in the right of the Commonwealth and the laws of the Commonwealth. In the event of any inconsistency between the laws of Western Australia and the laws of the Commonwealth the laws of the Commonwealth shall apply.

19.9 WHOLE AGREEMENT

The Purchaser acknowledges and declares that in entering into this Contract of Sale the Purchaser has not relied on any promise representation warranty or undertaking given by or on behalf of the Commonwealth in respect to the suitability or adequacy of the Site or the Business and that the covenants and provisions contained in this Contract of Sale and the Schedules hereto expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Site or the Business or otherwise shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement.

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SCHEDULE 1

DESCRIPTION OF LAND COMPRISED IN THE SITE

- (a) Firstly, Broome Town Lots 652, 653, 654 and Secondly Broome Lots 393,394,402,403,648 and portion of Broome Lot 641 and being all the land described in Certificate of Title Volume 1805 Folio 700,
- (b) Portion of Broome Lot 982 being all the land described in Certificate of Title Volume 1835 Folio 914, and
- (c) Broome Lot 1851 described in Certificate of Title Volume 1670 Folio 006.

SCHEDULE 2

FIXED ASSETS, BUILDINGS AND OTHER IMPROVEMENTS

BUILDINGS

- Store inflammable liquids non-brick
- Toilets and showers non-brick
- Workshop non-brick
- Workshop Mechanical and powerhouse
- Residence non-brick
- Terminal building

FIXED ASSETS

- Apron Gravel
- Apron Sealed
- Car Park (Building 102) Sealed
- Car Park SAS Gravel
- Car Park Sealed (Building 116)
- Car Park Sealed (Building 128)
- Car Park (Terminal) Sealed
- Land Airport and Met Station
- Pad Helicopter Rigid Surface
- Pad Helicopter Sealed
- Road Perimeter Gravel
- Road Sealed
- Road Access Sealed
- Runway 01-19 Sealed
- Runway 10-28 Sealed
- Sealed Apron Car Park Area
- Taxiway A Sealed
- Taxiway B Sealed
- Taxiway Helicopter Gravel
- Cable Tie Downs
- New Apron Security Fence
- Boundary fencing
- Open unlined drains
- Levee Banks
- Drainage pipes
- Drainage pits
- Grate covered drain
- Water pipes reticulation
- Sewerage pipes
- Sewerage absorption
- Leach Drain
- Septic Tanks
- Fuel pipes
- Underground electric cables
- Overhead electric cables
- Runway lighting
- Taxiway lighting
- Apron flood lights
- Stopway lights
- Illuminated wind indicator
- T-VASIS
- 50KW generator set

SCHEDULE 3

REGISTERED VEHICLES, PLANT AND PORTABLE EQUIPMENT

REGISTERED VEHICLES & PLANT

- Linemarker SP A1 Roadlines ZDG229
- Mower Rotary Drawn Superior ZTT525
- Mower Rotary Loxton ZAG461
- Roller Drawn Fewings ZTD278
- Roller Vibrating Davelco c,w Trailer ZTD 82
- Sprayer Bitumen Bennett ZTP368
- Sweeper/Collector Pacific ZAG532
- Tractor (FEL) Ford ZAE358
- Tractor Ford ZAG858
- Trailer 2W Roadliner ZTT249
- Trailer 4W Tandem Westcott ZTB341
- Trailer Tip Tregonning ZTA244
- Drawn Multi tyre roller ZTB 088
- Mower MA Sports Commander ZAE974

PORTABLE EQUIPMENT

- Airconditioner wall type model 6591-04
- Ammeter Clip-on "Kew Model 58"
- Ammeter Recording 0.5A Elliot
- Ammeter Recording
- Ammeter Recording
- Ammeter Recording Siemens 3 Phase
- Analyser Power Paton Type PA 2
- Answering Machine Voca 4100
- Appliance Test Set Harding PA
- Board Target TVA Lamp aiming
- Brushcutter Kubota F400
- Cable and Fault Locator AEGIS
- Cantry Mobile
- Chain Block 3 ton
- Chain Saw McCulloch SWC-091
- Compressor Air W/Accessories Clisby
- Compressor Clisby
- Current Transoferm Clip on type WF 27(X3)
- Depot Tool Kit Electrical
- Current Transformer Clip on type WF27 (X3)
- Depot Tool Kit Electrical
- Drill bench electric 1/2" Cap c.w 1/2 chuck
- Eyewash/body spray unit
- Freezer Kelvinator 2001
- Generator Portable King
- Grader Backblade 3PL
- Grade Blade 1.8M cut for Ford 5600 F.E.L.
- Grinder bench G.M.F. Electric
- Howard rotary Hoe
- Lathe Hercus Model A
- Mower Deutscher MLP 6057
- Mower Deutscher S/P ML 1085

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- Mower Ride on rotary Self propelled 66CM
CU
- Oven Microwave Sharp Carousel Model
- NO R 3A
- Pistol Very C/W Liner
- Pump Water Rex C/w wisconsin Engine
- PMP 224
- Refrigerator - Ground staff
- Refrigerator Kelvinator
- Regulator Air Pressure Wall Type Comweld
T1
- Steam Cleaning Machine Anderson 115
- Tank Water 800 Gallon c/w Spray bar
TKW103
- Transceiver Pye RT44
- Transceiver RT44
- Transceiver RT49A
- Transceiver RT49A
- Trolley 2 Wheel Lemcol L46
- Typewriter Olivetti 15"
- Vacuum Cleaner wet/dry:PGE Saide
- Water Cooler Electric Kelvinator MOD T2
- Wattmeter Clip-on C.w Case
- Welder ARC Lincoln 150A
- Walder Oxy-Acetylene W/- Trolley
- Wheel Barrow Rubber tyred (X3)
- Machine Washing Hoover
- Refrigerator
- Sideboard
- Suite Lounge: 1 Settee and 2 chairs
- Unit Deep Freeze
- Unit Deep Freeze

PLUS various miscellaneous minor items

SCHEDULE 4

<u>LESSEE/LICENCEE</u>	<u>LEASED/LICENSED</u>	<u>TERM</u>	<u>COMMENCEMENT</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
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Section 47

Office
Check-in
Counters

Section 47

01.07.85

Section 47

Site for
storage
shed

01.07.74

Site for
fuelling
facilities

01.07.64

Counter
space

01.11.87

Site for
fuelling
facilities

01.01.82

Site

01.07.90

Apron
licence

01.04.90

Site Hanger
133

18.01.73

Handwritten marks

Section 47

Terminal
COOL DRINK
machine

Drainage
property

Site for
office

Apron
Licence

Apron
licence 2
dedicated
tie downs

Hanger and
office site

Site for
fuel
compound

Office part
terminal
building no.
126

Site for art
hanger 132

Section 47

04.12.89

20.12.82

01.08.88

01.08.88

01.12.88

01.08.89

01.03.75

01.07.90

01.12.82

Section 47

Handwritten notes and signatures in the bottom right corner.

Section 47

Apron
licence

Section 47

01.07.90

Section 47

Site for
catering
facility

01.09.90

NOTE: The Purchaser acknowledges that the Commonwealth has provided the Purchaser with all copies of the Leases and Licences set out in this Schedule.

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SCHEDULE 5

CIVIL AVIATION AUTHORITY LEASES

AT

BROOME AIRPORT

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THIS LEASE made the 7th day of NOVEMBER
one thousand nine hundred and eighty nine
LESSEE BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter
called "the Commonwealth") of the one part and the
Civil Aviation Authority of 32 Allara Street
Canberra in the Australian Capital Territory
(hereinafter called "the Tenant") of the other
part WITNESSES as follows:

TERM
PURPOSE

1. THE Commonwealth HEREBY DEMISES unto the Tenant
ALL THAT piece of land in the State of Western
Australia being part of the area known as
Broome Airport more particularly delineated on
the plan annexed hereto and referred to as "th
demised premises" TO HOLD the same unto the
Tenant from the first day of September one
thousand nine hundred and eighty nine for the
term of twenty (20) years certain thence
ensuing subject to termination on six months
written notice by the Commonwealth or the
Tenant in the event of the Tenant ceasing to
provide or no longer being required to provide
air navigation and associated services and
subject to the terms and conditions of this
lease to use the demised premises for the
purpose of providing navigation and associated
service facilities.

RENT

PAYING a yearly rent Section 47
payable on demand.

2. THE Tenant COVENANTS with the Commonwealth as
follows

RENT
PAYMENT

- (1) To pay the rent to the Receiver of Public
Moneys Department of Transport and
Communications (Aviation Branch) Perth or
to such other officer as may from time to
time be appointed by the Commonwealth.

SERVICE
CHARGES

- (2) To pay all service charges (including
charges for water gas electricity sewage
and waste disposal incurred in respect of
the demised premises whether charged by
the Commonwealth or otherwise. The
certificate of the WA Manager - Aviation
shall be conclusive evidence of the
amount payable in respect of unmetered
charges.

LEGAL
COSTS

- (3) To pay legal costs of the Commonwealth in connection with the preparation and execution of this lease in accordance with the scale of costs applicable in the State in which the demised premises are situated.

AIRPORT
BUILDING
STANDARDS

- (4) Subject to this lease to observe and comply with all directions and orders given and guidelines and standards set in the Building Code of Australia and Commonwealth and State appendices relevant to the demised premises.

APPROVAL
OF
IMPROVEMENTS

- (5) To submit to the WA Manager - Aviation for approval the plans and specifications prepared by a qualified person approved by the WA Manager - Aviation of any buildings fixtures improvements or any alterations or additions to a building fixture or improvement intended by the Tenant to be erected constructed or made upon the demised premises together with a statement of the intended use of the said buildings fixtures improvements alterations or additions.

PRIOR
APPROVAL FOR
ERECTION OF
IMPROVEMENTS

- (6) Not to commence the erection or construction upon the demised premises of any buildings fixtures or improvements or to make any alterations or additions to a building fixture or improvement upon the demised premises without the prior consent in writing of the WA Manager - Aviation which shall not be unreasonably withheld.

REMOVAL OF
UNAUTHORISED
IMPROVEMENTS

- (7) Forthwith upon being required by the Commonwealth so to do to remove from the demised premises any buildings fixtures improvements alterations or additions erected constructed or made in contravention of the last preceding paragraph and thereupon to restore to the satisfaction of the WA Manager - Aviation the demised premises to the same or substantially the same condition as they were in immediately prior to those unauthorised buildings fixtures improvements alterations or additions being so erected constructed or made or commenced to be so erected constructed or made.

PAINTING

- (8) To paint externally the buildings fixtures and improvements erected constructed or made by the Tenant at such times and in such a manner as is specified by the WA Manager - Aviation.

**CLEANLINESS
AND RIGHT OF
INSPECTION**

- (9) To keep the demised premises during the continuance of this lease in a clean and tidy condition and in a good state of repair and condition and to permit any duly Authorised officer of the Commonwealth upon the giving of reasonable notice in writing to the Tenant at all reasonable times to enter upon the demised premises and view the state of repair thereof and to observe whether the terms and conditions of the lease are complied with.

**CORRECT
PURPOSE**

- (10) To use the demised premises for the purpose specified in Clause 1 of this lease and for no other purpose without the consent in writing of the WA Manager - Aviation whose consent shall not be unreasonably withheld.

ASSIGNMENT

- (11) Not to assign charge underlet or part with the possession of the demised premises or any part thereof nor to hold or occupy the demised premises or any part thereof whatsoever as trustee or agent or otherwise for the benefit of any other person without the written approval of the WA Manager - Aviation whose consent shall not be unreasonable withheld.

NUISANCE

- (12) Not to do anything on the demised premises which may constitute a nuisance annoyance or danger to any person or which may interfere with the proper enjoyment of any area within the airport.

SIGNS

- (13) Not to erect affix or display on the demised premises any advertisements, placards or signs the content form and location of which the WA Manager - Aviation has not previously consented to in writing as conforming to the guidelines set down by the Department for various classifications of occupancy.

OBSERVANCE
OF
REGULATIONS

- (14) To observe all directions rules and regulations for the time being in force relating to the means of access to the demised premises and the airport.
- (15) At the Tenant's own cost to comply with all directions given from time to time by the WA Manager - Aviation in relation to:

STORAGE OF
FLAMMABLE

- (a) the storage of petrol oil or other material of an explosive flammable or dangerous nature on the demised premises;

OBSTRUCTION
LIGHTS

- (b) the provision installation and maintenance of obstruction lights upon the demised premises; and

ELECTRICAL
EQUIPMENT

- (c) the provision installation and maintenance of suppressors on the Tenant's electrical equipment to prevent interference with radio radar or television transmission and reception.

FIRE
PRECAUTIONS

- (16) To take all reasonable precautions against the outbreak of fire upon the demised premises and to observe and comply with all directions of the WA Manager - Aviation for the time being in force relating to the prevention outbreak spread and control of fire on the demised premises and the airport and the installation of a fire alarm system on the demised premises.

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

COMPLIANCE
WITH RULES
DIRECTIONS

- (a) all Commonwealth and State Acts of Parliament and the rules regulations and planning schemes made thereunder;
- (b) all municipal by-laws applicable to the airport;
- (c) all rules directions and orders made in respect of the airport.

that are relevant to the demised premises and to the extent that the Tenant is bound to comply with them.

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OFFENCES

- (18) Not to do or permit or suffer to be done on the demised premises anything which may constitute an offence against the Airports (Business concessions) Act 1959.

PUBLIC
AUTHORITY
REQUIREMENTS

- (19) In the event of any Public authority requiring structural or other alterations to the demised premises to forthwith notify the WA Manager - Aviation of those requirements.

REMOVAL OF
SIGNS

- (20) Forthwith upon the expiration or sooner determination of this lease to take down move or effectively obliterate all advertisements placards and signs which have been erected affixed or displayed upon the demised premises.

INDEMNITY

- (21) To indemnify and keep indemnified the Commonwealth its officers servants and agents from and against all actions and claims whatsoever which may be brought or made against them or any of them in respect of any damage sustained by the Tenant or by any other person whether in respect of person or property which may arise from the use of the demised premises or any part thereof or by reason of the observance or non-observance (as the case may be) of herein contained (but excluding any and all such actions and claims arising out of the negligent acts omissions or default of the Commonwealth or any officer servant or agent of the Commonwealth) and from and against all costs charges and expenses which they or any of them incur in defending or settling any such actions or claims provided that the Tenant shall be entitled to have the handling and control of any such actions or claims as may be the subject of the indemnity created by this paragraph.

3. THE Commonwealth COVENANTS with the Tenant that:

QUIET
ENJOYMENT

- (1) The Tenant paying rent and observing and performing the covenants on the part of the Tenant to be observed and performed may during the continuance of this lease quietly enjoy the demised premises without interruption by the Commonwealth or any person lawfully claiming under or in trust for the Commonwealth.

As
4/2

ACCESS
TO
CABLES

- (2) To permit the Tenant, and its officers, employees and agents, for the purpose of complying with the Civil Aviation Act 1983 and the Civil Aviation Regulations, subject to the grant of a Work Permit by the WA Manager - Aviation which shall not be unreasonably withheld free and unrestricted access to cables owned by the Tenant that are associated with facilities on the demised premises.

4. IT IS MUTUALLY COVENANTED as follows:

IMPROVEMENTS
REMOVAL
RIGHTS

- (1) (a) During the currency of this lease or at termination the Tenant shall have the right to take down remove and carry away all or any buildings fixtures improvements alterations and additions thereto which the Tenant has before or during the continuance of this lease erected or constructed upon the demised premises.

RESTORATION
OF DEMISED
PREMISES

- (b) In the event of the Tenant deciding to take down remove and carry away all or any buildings fixtures improvements alterations and additions that the Tenant has made upon the demised premises the Tenant shall effect such removal to do as little damage as possible and shall restore to the satisfaction of the WA Manager - Aviation the demised premises to the same or substantially the same condition as they were in immediately prior to the erection or construction of the said buildings fixtures improvements alterations and additions.

FAILURE TO
REMOVE
IMPROVEMENTS

- (c) In the event of the Tenant failing within three months of the expiration or sooner determination of this lease to remove from the demised premises any buildings fixtures improvements alterations and additions erected by the Tenant all such buildings fixtures improvements alterations and additions shall become or remain the property of the Commonwealth and the Tenant shall yield up the demised premises in a good state of repair and in a clean and tidy condition (fair wear and tear accepted).

PAYMENT IN
LIEU OF
RATES

- (3) If as a result of the granting of this lease any municipal or other rating authority should request the Commonwealth to arrange for payment in respect of the demised premises of annual amounts in lieu of rates the Commonwealth may arrange with the rating authority for such payment to be made in which event the Tenant will pay to the Commonwealth as and when required the annual amounts in lieu of rates which are payable pursuant to the arrangement between the rating authority and the Commonwealth and should default be made by the Tenant in payment of any such annual amount the same may be recovered by the Commonwealth as a debt due by the Tenant to the Commonwealth and the Tenant shall not be entitled to any refund of moneys paid under this paragraph whether by reason of determination of the lease or otherwise.

FAILURE
TO COMPLY
WITH
COVENANTS

- (4) If within such reasonable period as is determined by the WA Manager - Aviation after notice in writing given by the Commonwealth to the Tenant requiring the same to be done the Tenant shall fail or neglect to do any act matter or thing required to be done in accordance with the Tenant's covenants herein contained it shall be lawful (but not obligatory) for the Commonwealth to do such act matter or thing in the manner required by the said notice or covenants and the expense of so doing (of which expense a certificate by the WA Manager - Aviation shall be conclusive evidence as to the amount thereof) shall be a debt due by the Tenant to the Commonwealth.

SERVING OF
NOTICES

- (5) Any notice approval consent demand or other communication to be given to or served upon the Tenant under this lease shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the WA Manager - Aviation and is either delivered by hand or by security post in a prepaid letter addressed to the Tenant at his usual place or last known place of abode or business or (in the case of a tenant being a body corporate) at its registered office and any notice or other communication to be given to or served upon the Commonwealth under this lease

shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Tenant and is either delivered by hand or by security post in a prepaid letter addressed to the WA Manager - Aviation at his office in Perth.

CONTINUED
OCCUPATION

- (6) In the event of the Tenant continuing in occupation after the expiration of the term hereby created without any demand in writing for possession thereof having been made by the Commonwealth the demised premises shall be held by the Tenant under a tenancy determinable at any time by one month's notice in writing given by either party to the other and upon the conditions as are herein contained.

5. In this lease unless the context otherwise requires:

DEFINITIONS

- (a) 'month' means calendar month;
- (b) 'person' includes a body corporate;
- (c) 'the lease' means the lease granted by the Minister for Transport & Communications (Aviation Branch) in pursuance of the Airports (Business Concessions) Act 1959;
- (d) 'the WA Manager - Aviation' means the WA Manager - Aviation of the Department of Transport & Communications for the Region in which the demised premises are situate and includes any person acting as the WA Manager - Aviation and any person authorised by the WA Manager - Aviation to act on his behalf;
- (e) the expression 'the Tenant' shall in the case of a Tenant consisting of a body corporate be deemed to include the Tenant its successors and permitted assigns
- (f) words importing the masculine gender include the feminine and neuter;
- (g) words in the singular include the plural and words in the plural include the singular;

- (h) the expression 'the airport' means the airport referred to in Clause 1 of this lease;

IN WITNESS whereof the parties hereto have executed this lease the day and year first above written.

SIGNED SEALED AND DELIVERED BY)

..... *Don D. Dickinson*)
for and on behalf of THE)
COMMONWEALTH OF AUSTRALIA in)
the presence of -)

..... *W. H. H. H. H.*)

SIGNED SEALED AND DELIVERED BY)

..... *Thomas M. Grant*)
for and on behalf of THE)
CIVIL AVIATION AUTHORITY in)
the presence of)

..... *W. H. H. H. H.*)

Don D. Dickinson

Thomas M. Grant

W. H. H. H. H.

THE COMMONWEALTH OF AUSTRALIA

to

CIVIL AVIATION AUTHORITY

LEASE

DEPARTMENT OF TRANSPORT AND
COMMUNICATIONS (AVIATION)
256 ADELAIDE TERRACE
PERTH WA 6000

EXEMPT from W.A. Stamp Duty

for Commissioner of State Taxation

LESSEE

THIS LEASE made the 20th day of September 1990 between the COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the one part and Civil Aviation Authority of 256 Adelaide Terrace Perth in the State of Western Australia (hereinafter called "the Tenant") of the other part WITNESSES as follows:

TERM
PURPOSE

1. THE Commonwealth HEREBY DEMISES unto the Tenant ALL THAT piece of land in the State of Western Australia being part of the area known as Broome Airport more particularly delineated and shaded pink on the plan annexed hereto (which land together with all buildings fixtures and other improvements from time to time erected constructed or made upon the land by the Tenant with the approval of the W A Manager - Aviation Branch are hereinafter collectively referred to as "the demised premises") TO HOLD the same unto the Tenant from the 7th day of March One thousand nine hundred and ninety for the term of three (3) years certain thence ensuing subject to the terms and conditions of this lease to use the demised premises for the purpose of Search and Rescue equipment storage building.

RENT

PAYING a yearly rent of three hundred dollars (\$300.00) payable monthly in advance by equal instalments of twenty five dollars (\$25.00) (and proportionately for any part of a month) on the first day of each month during the continuance of this lease which rent is subject to revision in accordance with paragraph 8(a) of Clause 4 of this lease.

2. THE Tenant COVENANTS with the Commonwealth as follows

RENT
PAYMENT

- (1) To pay the rent in the manner and on the days hereinbefore provided to the Receiver of Public Moneys Department of Transport & Communications Perth or to such other officer as may from time to time be appointed by the Commonwealth.

SERVICE
CHARGES

- (2) To pay all service charges (including charges for water gas electricity sewage and waste disposal) incurred in respect of the demised premises whether charged by the Commonwealth or otherwise. The certificate of the WA Manager - Aviation Branch shall be conclusive evidence of the amount payable in respect of unmetered charges.

STAMP DUTY

- (3) To arrange for the stamping of this lease and counterpart thereof in accordance with the laws of the State or Territory in which the demised premises are situate and pay all stamp duty in connection with the stamping.

LEGAL COSTS

- (4) To pay the legal costs of the Commonwealth in connection with the preparation and execution of this lease in accordance with the scale of costs applicable in the State or Territory in which the demised premises are situate.

**AIRPORT
BUILDING
STANDARDS**

- (5) Subject to this lease to observe and comply with all directions and orders given and guidelines and standards set in the Airport Building Standards Manual relevant to the demised premises.

**APPROVAL OF
IMPROVEMENTS**

- (6) To submit to the WA Manager - Aviation for approval the plans and specifications prepared by a qualified person approved by the WA Manager - Aviation of any buildings fixtures improvements or any alterations or additions to a building fixture or improvement intended by the Tenant to be erected constructed or made upon the demised premises together with a statement of the intended use of the said buildings fixtures improvements alterations or additions.

**PRIOR
APPROVAL FOR
ERECTION OF
IMPROVEMENTS**

- (7) Not to commence the erection or construction upon the demised premises of any buildings fixtures or improvements or to make any alterations or additions to a building fixture or improvement upon the demised premises without the prior consent in writing of the WA Manager - Aviation not to erect construct or make any such buildings fixtures improvements alterations or additions except under the supervision of a qualified person approved by the WA Manager - Aviation.

**REMOVAL OF
UNAUTHORISED
IMPROVEMENTS**

- (8) Forthwith upon being required by the Commonwealth so to do to remove from the demised premises any buildings fixtures improvements alterations or additions erected constructed or made in contravention of the last preceding paragraph and thereupon to restore to the satisfaction of the WA Manager - Aviation the demised premises to the same or substantially the same condition as they were in immediately

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prior to those unauthorised buildings fixtures improvements alterations or additions being so erected constructed or made or commenced to be so erected constructed or made.

PAINTING

- (9) To paint externally the buildings fixtures and improvements erected constructed or made by the Tenant at such times and in such a manner as is specified by the WA Manager - Aviation.

**CLEANLINESS
AND RIGHT OF
INSPECTION**

- (10) To keep the demised premises during the continuance of this lease in a clean and tidy condition and in a good state of repair and condition and to permit any duly authorized officer of the Commonwealth at all reasonable times to enter upon the demised premises and view the state of repair thereof and to observe whether the terms and conditions of the lease are complied with.

**CORRECT
PURPOSE**

- (11) To use the demised premises for the purpose specified in Clause 1 of this lease and for no other purpose without the consent in writing of the WA Manager - Aviation.

ASSIGNMENT

- (12) Not to assign charge underlet or part with the possession of the demised premises or any part thereof nor to hold or occupy the demised premises or any part thereof whatsoever as trustee or agent or otherwise for the benefit of any other person without the written approval of the WA Manager - Aviation.

NUISANCE

- (13) Not to do anything on the demised premises which may constitute a nuisance annoyance or danger to any person or which may interfere with the proper enjoyment of any area within the airport.

SIGNS

- (14) Not to erect affix or display on the demised premises any advertisements placards or signs the content form and location of which have not previously been approved in writing by the WA Manager - Aviation as conforming to the guidelines set down by the Department for various classifications of occupancy.

**OBSERVANCE
OF
REGULATIONS**

- (15) To observe all directions rules and regulations for the time being in force relating to the means of access to the demised premises and the airport.
- (16) At the Tenant's own cost to comply with all directions given from time to time by the WA Manager - Aviation in relation to:

**STORAGE OF
FLAMMABLES**

- (a) the storage of petrol oil or other material of an explosive flammable or dangerous nature on the demised premises;

**OBSTRUCTION
LIGHTS**

- (b) the provision installation and maintenance of obstruction lights upon the demised premises; and

**ELECTRICAL
EQUIPMENT**

- (c) the provision installation and maintenance of suppressors on the Tenant's electrical equipment to prevent interference with radio radar or television transmission and reception.

**FIRE
PRECAUTIONS**

- (17) To take all reasonable precautions against the outbreak of fire upon the demised premises and to observe and comply with all directions of the WA Manager - Aviation for the time being in force relating to the prevention outbreak spread and control of fire on the demised premises and the airport and the installation of a fire alarm system on the demised premises.

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

**COMPLIANCE
WITH RULES
DIRECTIONS**

- (a) all Commonwealth and State Acts of Parliament and the rules regulations and planning schemes made thereunder;
- (b) all municipal by-laws applicable to the airport;
- (c) all rules directions and orders made in respect of the airport.

relevant to the demised premises.

OFFENCES

- (19) Not to do or permit or suffer to be done on the demised premises anything which may constitute an offence against the Airports (Business Concessions) Act 1959.

**PUBLIC
AUTHORITY
REQUIREMENTS**

- (20) In the event of any public authority requiring structural or other alterations to the demised premises to forthwith notify the WA Manager - Aviation of those requirements.

**REMOVAL OF
SIGNS**

- (21) Forthwith upon the expiration or sooner determination of this lease to take down remove or effectively obliterate all advertisements placards and signs which have been erected affixed or displayed upon the demised premises.

INDEMNITY

- (22) Indemnify and keep indemnified the Commonwealth its officers servants and agents from and against all actions and claims whatsoever which may be brought or made against them or any of them in respect of any damage sustained by the Tenant or by any other person whether in respect of person or property which may arise from the use of the demised premises or any part thereof or by reason of the observance or non-observance (as the case may be) of any of the Tenant's undertakings and agreements herein contained (but excluding any and all such actions and claims arising out of the negligent acts omissions or default of the Commonwealth or any officer servant or agent of the Commonwealth) and from and against all costs charges and expenses which they or any of them incur in defending or settling any such actions or claims provided that the Tenant shall be entitled to have the handling and control of any such actions or claims as may be the subject of the indemnity created by this paragraph.

**PUBLIC
LIABILITY
INSURANCE**

- (23) To take out a public liability insurance policy in respect of the demised premises in the name of the Commonwealth for the sum of \$1,000,000 in respect of any one event with a company approved by the WA Manager - Aviation and to hand over to the Commonwealth the insurance policy and the receipts for all premiums and other moneys paid in respect of such insurance provided that on default by the Tenant in payment of any premium or other moneys due in respect of the said insurance the Commonwealth may pay the same and the amounts so paid shall for all purposes be deemed to be a debt due by the Tenant to the Commonwealth.

**QUIET
ENJOYMENT**

3. THE Commonwealth COVENANTS with the Tenant that the Tenant paying rent and observing and performing the covenants on the part of the

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Tenant to be observed and performed may during the continuance of this lease quietly enjoy the demised premises without interruption by the Commonwealth or any person lawfully claiming under or in trust for the Commonwealth.

4. IT IS MUTUALLY COVENANTED as follows:

**INTEREST ON
PAYMENT OF
ARREARS**

- (1) (a) If any moneys due and payable under this lease are not paid within one month of the date appointed for payment thereof the Tenant shall pay to the Commonwealth interest at the rate of 1% per month compounded monthly on all such moneys as from the date the same became due and payable until the date on which the moneys outstanding together with the interest thereon herein provided for are paid.

**PERFORMANCE
BY TENANT**

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

**IMPROVEMENTS
REMOVAL
RIGHTS**

- (2) (a) During the currency of this lease or at its termination the Tenant shall have the right to take down remove and carry away all or any buildings fixtures improvements alterations and additions thereto which the Tenant has before or during the continuance of this lease erected or constructed upon the demised premises.

**DIRECTION TO
REMOVE
IMPROVEMENTS**

- (b) At the expiration or sooner determination of this lease the Commonwealth may direct the Tenant to remove at his own cost any buildings fixtures improvements alterations and additions that the Tenant has made upon the demised premises.

**RESTORATION
OF DEMISED
PREMISES**

- (c) In the event of the Tenant deciding to take down remove and carry away all or any buildings fixtures improvements alterations and additions that the Tenant has made upon the demised premises or the Commonwealth directing the Tenant to remove the said buildings fixtures improvements alterations and additions the Tenant shall effect such removal to do as little damage as possible and shall restore to the satisfaction of the WA Manager - Aviation the demised premises to the same or substantially the same condition as they were in immediately prior to the erection or construction of the said buildings fixtures improvements alterations and additions.

**FAILURE TO
REMOVE
IMPROVEMENTS**

- (d) In the event of the Tenant failing within three months of the expiration or sooner determination of this lease to remove from the demised premises any buildings fixtures improvements alterations and additions erected by the Tenant all such buildings fixtures improvements alterations and additions shall become or remain the property of the Commonwealth unless the Commonwealth has directed the Tenant to remove the same pursuant to Clause 4(2)(b) of this lease and the Tenant shall yield up the demised premises in a good state of repair and in a clean and tidy condition (fair wear and tear accepted).

**PAYMENT IN
LIEU OF
RATES**

- (3) If as a result of the granting of this lease any municipal or other rating authority should request the Commonwealth to arrange for payment in respect of the demised premises of annual amounts in lieu

of rates the Commonwealth may arrange with the rating authority for such payment to be made in which event the Tenant will pay to the Commonwealth as and when required the annual amounts in lieu of rates which are payable pursuant to the arrangement between the rating authority and the Commonwealth and should default be made by the Tenant in payment of any such annual amount the same may be recovered by the Commonwealth as a debt due by the Tenant to the Commonwealth and the Tenant shall not be entitled to any refund of moneys paid under this paragraph whether by reason of determination of the lease or otherwise.

**FAILURE TO
COMPLY WITH
COVENANTS**

- (4) If within such reasonable period as is determined by the WA Manager - Aviation after notice in writing given by the Commonwealth to the Tenant requiring the same to be done the Tenant shall fail or neglect to do any act matter or thing required to be done in accordance with the Tenant's covenants herein contained it shall be lawful (but not obligatory) for the Commonwealth to do such act matter or thing in the manner required by the said notice or covenants and the expense of so doing (of which expense a certificate by the WA Manager - Aviation shall be conclusive evidence as to the amount thereof) shall be a debt due by the Tenant to the Commonwealth.

**CONTINUED
OCCUPATION**

- (5) In the event of the Tenant continuing in occupation after the expiration of the term hereby created without any demand in writing for possession thereof having been made by the Commonwealth the demised premises shall be held by the Tenant under a tenancy determinable at any time by one month's notice in writing given by either party to the other and upon the conditions as are herein contained.

**SERVING OF
NOTICES**

- (6) Any notice approval consent demand or other communication to be given to or served upon the Tenant under this lease shall be deemed to have been duly given or served if it is in writing signed by or on

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behalf of the WA Manager - Aviation and is either delivered by hand or posted in a prepaid letter addressed to the Tenant at his usual place or last known place of abode or business or (in the case of a tenant being a body corporate) at its registered office and any notice or other communication to be given to or served upon the Commonwealth under this lease shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Tenant and is either delivered by hand or posted in a prepaid letter addressed to the WA Manager - Aviation his office in Perth.

5. In this lease unless the context otherwise requires:

DEFINITIONS

- (a) 'month' means calendar month;
- (b) 'person' includes a body corporate;
- (c) 'the lease' means the lease granted by the Minister of State for Aviation in pursuance of the Airports (Business Concessions) Act 1959;
- (d) 'the WA Manager - Aviation' means the WA Manager - Aviation of the Department of Transport and Communications - Aviation Branch for the Region in which the demised premises are situate and includes any person acting as the WA Manager - Aviation and any person authorised by the WA Manager - Aviation to act on his behalf;
- (e) the expression 'the Tenant' shall -
 - (i) in the case of a Tenant consisting of one natural person be deemed to include the Tenant his executors administrators and permitted assigns
 - (ii) in the case of a Tenant consisting of two or more natural persons be deemed to include the Tenants and each of them and their respective executors administrators and permitted assigns

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- (iii) in the case of a Tenant consisting of a body corporate be deemed to include the Tenant its successors and permitted assigns
 - (f) words importing the masculine gender include the feminine and neuter;
 - (g) words in the singular include the plural and words in the plural include the singular;
 - (h) the expression 'the airport' means the airport referred to in Clause 1 of this lease;
 - (i) the 'Airport Building Standards Manual' includes the current Manual and any regulations or orders which refer to or contain such standards.

IN WITNESS whereof the parties hereto have executed this lease the day and year first above written.

SIGNED SEALED AND DELIVERED by)

Richard George Gates)
.....)
for and on behalf of THE)
COMMONWEALTH OF AUSTRALIA in)
the presence of -)

R. G. Gates

Jeffrey William Waters)
.....)

[Signature]

SIGNED SEALED AND DELIVERED by)

A. B. Bate)
.....)
for and on behalf of THE)
CIVIL AVIATION AUTHORITY in)
the presence of -)

[Signature])
.....)

THE 1988 JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

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1. Citation

These General Conditions may be cited as "The 1988 Joint Form of General Conditions for the Sale of Land."

2. Encumbrances

- (1) The property is sold free from encumbrances except –
 - (a) as specified in the contract;
 - (b) any reservation or condition contained in the Crown Grant of the land; and
 - (c) as provided in Condition 12 (where the land is a strata lot or an estate or interest therein).
- (2) Notwithstanding Condition 2(1), the Purchaser shall have no right to rescind the contract on the ground that there is a restrictive covenant or easement registered on the title to the land which is not specified as an encumbrance in the contract where, except in the case of vacant land, such covenant or easement does not unreasonably interfere with the actual use of the land at the date of the contract. Any right to rescind the contract on the said ground shall only be exercisable not later than seven days prior to the settlement date. This provision is without prejudice to any other right or remedy available to the Purchaser.

3. Deposit

- (1) Unless the contract provides otherwise, the deposit or any other moneys payable by the Purchaser on account of the purchase price prior to the possession date or the settlement date, whichever is the earlier, shall be paid to the Vendor's agent or representative who shall hold the deposit or other moneys as stakeholder.
- (2) Except in the case of a terms contract, if the deposit or any part thereof is not paid in accordance with the contract or is paid by cheque and the cheque is not honoured on presentation to the drawer's bank, the Purchaser shall be immediately in default under the contract and the Vendor may, without prejudice to any other rights or remedies available to him, immediately terminate the contract by notice to the Purchaser.
- (3) Except as specified in the contract, no party to the contract shall require payment of any moneys held by a stakeholder prior to the possession date or the settlement date, whichever is the earlier, and the Vendor's agent or representative shall not be at liberty to pay any moneys held as a stakeholder to any person prior to settlement of the sale or the possession date, whichever is the earlier, (except to a bank or building society account in the name of the stakeholder). Subject to the foregoing, the deposit (after deduction of all proper expenses and selling fee incidental to the sale) shall be paid to the Vendor or to the Vendor's representative at or immediately prior to settlement for the purpose of completing the purchase.
- (4) If any moneys held by a stakeholder are deposited in an interest-bearing account, all interest shall be payable to the Purchaser.

Settlement

- (1) A reasonable time prior to the settlement date, the Purchaser shall at his own expense tender a duly executed and stamped transfer to the Vendor or his representative.
- (2) Settlement shall take place at a location within a radius of 2 kilometres from the Titles Office, which the Purchaser or the Purchaser's representative reasonably nominates.
- (3) The settlement of the sale and purchase shall be effected on the date for settlement stated in the contract or if no such date is stated (except in the case of a terms contract, and subject to Condition 14 if applicable) the date for settlement shall be a date 28 days after the date of the contract or a date 21 days after the date when the contract ceases to be subject to any condition the non-fulfilment of which terminates or gives either party the right to terminate the contract otherwise than on the ground of default (whichever is the later date).
- (4) At settlement, subject to the Vendor having performed all his obligations under the contract up to and including settlement, the Purchaser shall pay to the Vendor or his representative or any other person nominated in writing by the Vendor or the Vendor's representative by bank cheque or cheques the balance of the purchase price (subject to Condition 5(2)) and other moneys payable by the Purchaser on settlement in exchange for a registrable transfer of the land in favour of the Purchaser, in accordance with the contract, together with the duplicate certificate of title to or including the land. If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on settlement is not paid on presentation, the Purchaser shall remain liable to pay the amount thereof.

5. Delay in Settlement

- (1) If for any reason not attributable to the Vendor, settlement is not effected on or within 3 business days after the settlement date, the Purchaser shall pay to the Vendor on settlement interest at the prescribed rate on the balance of the purchase price and other moneys payable on settlement calculated from and including the settlement date to but excluding the actual date of payment, in full settlement of any claim the Vendor may have against the Purchaser arising from such delay. The Vendor's right to interest under this Condition shall be conditional upon the Vendor being ready willing and able to complete the sale at the settlement date and if he is not, the Vendor's right to interest shall only commence from the day on which the Vendor is so ready willing and able to complete the sale and he has given notice in writing to the Purchaser or his representative of that fact.
- (2) If for any reason attributable to the Vendor, settlement is not effected on or within 3 business days after the settlement date, the Vendor shall allow to the Purchaser on settlement compensation at the prescribed rate on the balance of the purchase price payable on settlement calculated from and including the settlement date to but excluding the date upon which the settlement is in fact effected in full settlement of any claim the Purchaser may have against the Vendor arising from such delay. The Purchaser may deduct the amount of the compensation from the balance of the purchase price payable on settlement. The Purchaser's right to compensation under this Condition shall be conditional upon the Purchaser being ready willing and able to complete the purchase at the settlement date, and if the Purchaser is not, the Purchaser's right to compensation under this Condition shall commence from the day upon which the Purchaser is so ready willing and able to complete the purchase and he has given written notice to the Vendor or his representative of that fact.
- (3) It shall not be necessary for either party to give to the other a notice requiring the payment of interest or the allowance of compensation under this Condition but in all other respects, this Condition is without prejudice to the rights of either party under Condition 17.

6. Possession

- (1) Subject to the Purchaser having performed all his obligations under the contract up to and including the possession date, and subject to Condition 6(2) if applicable, the Purchaser shall be entitled to and the Vendor shall give to the Purchaser vacant possession of the property on that date, subject only to any tenancies specified in the contract. If no date for possession is stipulated in the contract, the possession date shall be deemed to be the settlement date or the date on which the Purchaser is given possession whichever is the earlier.
- (2) If the Vendor occupies the property as his principal residence, he is entitled to remain in occupation, as licensee of the Purchaser, until noon on the day after settlement and the Vendor will be liable to the Purchaser for any damage to the property caused or contributed to by the Vendor, his invitees or licensees during the period of the licence.
- (3) If the Purchaser is entitled to or is given possession of the property prior to settlement of the purchase, he shall comply with provisions of Condition 13(4) until settlement of the purchase.
- (4) The Vendor shall be entitled to retain all rents and other income derived from the property until and including the date settlement is effected or the possession date, whichever is the earlier, from which date the Purchaser shall be entitled to all rents and other income which shall, if necessary, be apportioned for the purposes of this Condition. Any amount found to be owing by one party to the other shall be paid, or allowed on settlement.

7. Outgoings

- (1) Subject to Condition 7(2), the Vendor shall pay all outgoing up to the settlement date or the possession date (whichever is earlier), from which date they shall be payable by the Purchaser and be apportioned if necessary. Any amount owing by one party to the other shall be paid or allowed at settlement.
- (2) Land tax (which expression includes in this Condition Metropolitan Region Improvement tax) shall be apportioned on the basis that the property is the only land of which the Vendor is the owner within the meaning of the Land Tax Assessment Act 1976. If at the date of the contract, the purpose for which the Purchaser acquires the land is a purpose which if given effect to would make the land "exempt land" for the purposes of Section 21 of the Land Tax Assessment Act 1976 ("an exempt purpose") land tax shall not be apportioned and the Vendor shall pay on or before settlement all land tax assessed on the land or any part thereof in respect of the ownership as at the 30th June immediately preceding the possession date. If pursuant to this Condition, land tax is not apportioned, the Purchaser shall be deemed to have warranted (which warranty shall survive settlement) that the purpose for which he acquires the land is an exempt purpose and if it is found that the purpose for which the Purchaser does acquire the land is not an exempt purpose, land tax shall then be apportioned as at the settlement date.
- (3) The benefit of any water allowance in respect of the property under the Metropolitan Water Authority Act 1982 shall be apportioned as at the settlement date on the basis of the rate for any consumption exceeding the allowance.

8. Requisitions on Title

- (1) The Purchaser may within
 - (a) 14 days after the date of the contract; or
 - (b) 7 days after the date upon which the contract ceases to be subject to any condition the non-fulfilment of which terminates or gives either party the right to terminate the contract otherwise than for default;whichever is the later date, give to the Vendor a statement in writing ("the requisitions") of all objections to or requisitions on the title to the property (if any). All objections or requisitions not included in the requisitions are deemed to have been waived by the Purchaser.
- (2) The Vendor shall give to the Purchaser answers to the requisitions within 7 days after they are given to the Vendor.
- (3) Subject to Condition 9(1), if the Purchaser makes an objection to or requisition on the title which the Vendor is unable or unwilling to remove or comply with and the Purchaser insists on the objection or requisition, the Vendor may at any time prior to the settlement date or the possession date (whichever is the earlier) rescind the contract by notice in writing to the Purchaser except that the Purchaser may within 7 days after service of the said notice by the Vendor withdraw the objection or requisition by notice in writing to the Vendor and thereupon the contract shall be reinstated.
- (4) Within 7 days after giving a notice of rescission, the Vendor shall, unless the Purchaser shall have withdrawn his objection or requisition, repay to the Purchaser the deposit and all other moneys paid by the Purchaser under the contract and thereupon the Vendor shall have no further liability to the Purchaser under or incidental to the contract.

9. Errors and Misdescriptions

- (1) No error or misdescription of the property shall annul the sale, but compensation shall be made or given, as the case requires, if demanded in writing not later than 14 days after the Purchaser is given possession of the property, but not otherwise. Condition 8(3) shall not apply to a claim for compensation.
- (2) If the parties are unable to agree upon the amount of compensation, the amount shall be settled by an arbitrator to be appointed by the parties by mutual agreement or failing agreement to be nominated by the President for the time being of The Real Estate Institute of Western Australia Inc. whose decision shall be final. Any arbitration shall be conducted in accordance with the Commercial Arbitration Act 1985, and the parties may be represented by a duly qualified legal practitioner in relation to the arbitration proceedings.

10. Risk

- (1) Notwithstanding any rule of law or equity to the contrary the property shall be at the risk of the Vendor until the whole of the purchase price is paid or the Purchaser is entitled to or is given possession of the property whichever is the earliest and thereupon the risk shall pass to the Purchaser.
- (2) If the property includes a building or other improvement any part of which is destroyed or damaged prior to the risk passing to the Purchaser the following shall apply: -
 - (a) If the building is a dwelling and it is made substantially uninhabitable, or, in any other case, a building is made substantially unusable for the use current at the date of the contract then at the option of the Purchaser, the contract may be rescinded by notice in writing to the Vendor given at any time before settlement but not later than 14 days after the date upon which the Vendor has given written notice to the Purchaser of such destruction or damage, and thereupon the Vendor shall repay to the Purchaser the deposit and all other moneys (if any) paid by the Purchaser to the Vendor under the contract without deduction.
 - (b) If the contract is not rescinded pursuant to Condition 10(2)(a), the purchase price shall be reduced by an amount equal to the reduction in value of the property caused by the destruction or damage. Such amount shall be settled in cases of difference by an arbitrator appointed in the manner specified in Condition 9(2).

11. Vendor's Representations

- (1) The Vendor represents that at the date of the contract each of the statements in Condition 11(2) to Condition 11(7) inclusive is true and correct, and on the date settlement is effected each of the statements in Conditions 11(2) (a), (b), 11(4), 11(6) and 11(7) will be true and correct.
- (2) There are not within the knowledge of the Vendor -
 - (i) any outstanding or impending demands, orders or requisitions of any competent authority relating to the land;
 - (ii) any proposals for the re-alignment, widening or alteration of the level of any road adjoining the land by any competent authority that would materially affect the land or the use thereof;
 - (iii) except in relation to a strata lot, any sewers, drains, pipes, cables or other installations passing through the property providing the relevant services to other land;
 - (iv) any outstanding or impending notice, demand or liability to join in or contribute to the construction or repair of a dividing fence between the land and any adjoining land under the Dividing Fences Act, 1961, or otherwise; or
 - (v) any encroachment onto the land by any building or structure on the adjoining land;
- (b) any amounts owing to any competent authority in respect of works performed or to be performed or any expenses incurred or to be incurred by the authority in respect of the land;
- (3) The Vendor has not received notice of any resumption or intended resumption of the land or any part thereof by any competent authority.
- (4) All buildings and improvements are on or within the boundaries of the land and so far as the Vendor is aware, all dividing fences and walls are on the boundaries of the land.
- (5) The use to which the land is put at the date of the contract is lawful.
- (6) The Vendor has good title to the chattels and is or will be at settlement the sole owner thereof free from any encumbrances except as stated in the contract.
- (7) The property is sold in the same state and condition as inspected by the Purchaser or his agent on or immediately before the date of the contract.
- (8) The Vendor shall give the Purchaser a reasonable opportunity to inspect the property within seven days prior to the settlement date.

12. Strata Lot

- (1) If the land is or includes a strata lot or any estate or interest therein the Vendor represents that at the date of the contract each of the statements in Condition 12(2) is and on the date of settlement will be true and correct.
 - (2) The Vendor represents that
 - (a) there are no contributions levied on him by the strata company unpaid or unsatisfied other than contributions of a periodical nature to be apportioned in accordance with Condition 7;
 - (b) no administrator of the strata company has been appointed;
 - (c) there are no facts or circumstances relating to the common property that will materially affect the Purchaser's use or enjoyment of the property or the common property except those mentioned in the contract or disclosed to the Purchaser in writing prior to the date of the contract, or apparent on inspection or mentioned in the strata plan or a schedule thereto; and
 - (d) there is not, within the knowledge of the Vendor, any proposal by any competent person to effect the notional destruction of the building.
 - (e) There are no current or pending proceedings relating to the strata company or to the strata lot in any Court or Tribunal or before the Referee and there are no unsatisfied judgements or orders against the strata company or relating to the strata lot;
 - (f) There are no amounts owing to the strata company in respect of works carried out by the strata company in respect of the strata lot;
 - (g) There are no amendments to the By-Laws of the strata company other than those in respect of which the Registrar of Titles has made a reference on the strata plan;
 - (h) There are not within the knowledge of the Vendor any proposals for or any proceedings or procedures initiated for the variation of the schedule of unit entitlement in respect of the strata scheme, the grant, variation or surrender of any easements or restrictive covenants which affect the parcel, or the transfer, lease or licence of any part of the common property; and
 - (i) There are no current or impending proposals to pass any special resolutions of the strata company or to pass any resolution of the strata company as a unanimous resolution.
- (3) Subject to the rights of any mortgagee of the strata lot the Vendor will not after the date of the Contract without the prior written approval of the Purchaser vote in favour of any resolution of the strata company which is proposed to be passed as a special resolution or as a unanimous resolution of the strata company.
 - (4) The Vendor authorises the Purchaser and the Purchaser's representative to make application to the strata company for the strata company to certify, furnish information and certificates and make available documents for inspection and copying in accordance with Section 43(1) of the Strata Titles Act 1985.
 - (5) The property is deemed to include -
 - (a) the share of the Vendor in the common property; and
 - (b) the benefit and burden of all leases, licences and agreements relating to the use of the common property or any part thereof appurtenant to the land or enjoyed by the owner or occupier of the land.
 - (6) The land is sold subject to the interests notified on the strata plan.

13. Terms Contract

- (1) If the contract is a terms contract this Condition shall apply to the contract.
- (2) The Purchaser may at any time pay off the outstanding balance of the purchase price owing by him or may at any time and from time to time pay the sum of \$1,000.00 or any multiple thereof in reduction of the balance owing earlier than the time or times provided in the contract but any such payment shall be deemed to be in payment of the instalment or instalments lastly payable under the contract and in acceleration thereof and not in payment of or so as to postpone the instalment or instalments next falling due and payable under the contract.
- (3) If following service by the Vendor of a notice in accordance with Condition 16, the default specified in the notice still continues after the expiry of the period mentioned in the notice, the whole of the balance of the purchase price and other moneys owing under the contract shall become immediately payable and recoverable but without prejudice to any other rights of the Vendor.
- (4) As from the date on which the Purchaser is given possession of the property the Purchaser shall -
 - (a) not make any alteration or addition to or excavation on the property which would materially reduce its value without the prior written consent of the Vendor (which consent shall not be withheld unreasonably);
 - (b) keep the property in good repair having regard to its condition at the possession date;
 - (c) insure and keep insured with an insurer authorised to operate under the Insurance Acts 1973 in the names of the Vendor, the Purchaser and any mortgagee of the land (of which the Purchaser has been notified by the Vendor) for their respective rights and interests all buildings and other improvements to their full insurable value against loss or damage by fire, storm, tempest and earthquake and any other risks that the Vendor reasonably requires and at the request of the Vendor deliver the policy and particulars of the insurance and of all renewals thereof to the Vendor. In the event of loss or damage all moneys recoverable under the insurance policy shall, subject to the rights of any mortgagee of the land, be expended at the option of the Purchaser either in the reinstatement of the buildings and improvements damaged or destroyed (so far as the moneys will extend) or in reduction of the balance of the purchase price;
 - (d) punctually pay all outgoings;
 - (e) punctually comply with the provisions of all statutes, by-laws and regulations and any lease or licence from the Crown or lease, licence or agreement mentioned in Condition 12(5)(b) applicable to the land; and
 - (f) if the land includes a farm or cultivated lands, maintain and cultivate the land in accordance with the best usual practices prevailing in the district.
- (5) Without affecting the rights of the Vendor under Condition 17, if the Purchaser makes default in respect of any obligations imposed by Condition 13(4), the Vendor may -
 - (a) except in relation to Condition 13(4)(c), after having given to the Purchaser a written notice specifying the default and stating his intention to remedy it unless the Purchaser does so within the period specified in the notice (being not less than 14 days after service of the notice) and the Purchaser fails to remedy the default within that period, enter the property (with or without agents, contractors or employees) without further notice and cause the default to be remedied; or
 - (b) if the default relates to Condition 13(4)(c), immediately and without any notice cause the default to be remedied;and the Purchaser shall pay to the Vendor on demand in writing the amount expended by the Vendor in so doing (including but not limited to costs and expenses in engaging agents, contractors or workmen for the purpose and the costs incurred by the Vendor in issuing any notice) together with interest thereon at the prescribed rate computed from the date of expenditure by the Vendor until payment.

- (6) The Vendor or his agent may from time to time after reasonable notice enter and view the property.
- (7) If the land is subject to any mortgage, the Purchaser may pay to the mortgagee any amount from time to time due and payable under the mortgage which is not duly paid by the Vendor and any such payment shall be in satisfaction of any instalments, interest or other amounts due and payable under the contract as they become due and the Vendor hereby authorises such mortgagee to disclose to the Purchaser the amount owing from time to time under the mortgage and the amounts repaid in reduction thereof and to receive any moneys paid by the Purchaser.
- (8) Contemporaneously with the payment or tender of the final balance of the purchase price, all interest (if any) thereon and any other amount payable under the contract at or prior to final settlement, the Purchaser shall be entitled to receive from the Vendor a registrable transfer of the property in favour of the Purchaser, in accordance with the contract, together with the duplicate certificate of title to or including the land.

14. Town Planning

- (1) If the land is not a lot or lots as defined in the Act this Condition shall apply to the contract.
- (2) For the purposes of this Condition the terms: -
- (a) "the Act" means the Town Planning and Development Act 1928;
 - (b) "due registration" means the signature of a diagram or plan of subdivision by or on behalf of an inspector as an approved diagram or plan and "duly registered" has a corresponding meaning;
 - (c) "in order for dealings" means the signature, or initialling of a diagram or plan of subdivision by or on behalf of an inspector (or an authorised assistant) that the inspector is prepared to sign that diagram or plan (subject to the satisfaction of certain conditions) as an approved diagram or plan; and
 - (d) "inspector" means in respect of a strata plan the officer of the Titles Office authorised to sign strata plans as approved strata plans and in respect of any other diagram or plan of subdivision the Inspector of Plans and Surveys.
- (3) Unless the land is a strata lot, the Vendor shall at his own expense (if he has not already done so) within 28 days after the date of the contract, apply to the State Planning Commission ("the Commission") for its approval to the subdivision of the land from the land of which it forms part and shall use his best endeavours to obtain the approval and to have any necessary diagram or plan of subdivision duly registered in the Titles Office.
- (4) Unless the land is a strata lot, the contract shall be conditional on -
- (a) the written advice of the Commission to the effect that it is prepared to approve (whether conditionally or unconditionally) the subdivision of the land from the land of which it forms part in order to create it as a lot for the purposes of section 20 of the Act, being obtained before a date 3 months after the date of the contract;
 - (b) The Commission endorsing its approval on the diagram or plan of subdivision before a date 4 months after the date of its written advice referred to in Condition 14(4)(a) or the date of the contract, whichever is the later; and
 - (c) any necessary diagram or plan of sub-division being duly registered or in order for dealings within 3 months after the latest date referred to in Condition 14(4)(b).
- (5) If the land is or includes a strata lot or any estate or interest therein then: -
- (a) the Vendor shall at his own expense (if he has not already done so) seek all necessary approvals to the development of which the land is intended to form part and expeditiously complete or cause to be completed that development in accordance with the contract; and
 - (b) the contract shall be conditional on
 - (i) the approval of the Commission to the strata plan within six months after the date of the contract or within such longer period as is stated in the contract; and
 - (ii) the strata plan being duly registered or in order for dealings within 3 months after the date of endorsement of that approval by the Commission or the date of the contract (whichever is the later).
- (6) If at any time any Condition is imposed as a prerequisite to the approval of the Commission or an inspector with which either party is unable or unwilling to comply, the party bound to comply with the Condition or prejudiced thereby may at any time prior to settlement (unless he has previously undertaken in writing to be bound by or to carry out or has assumed responsibility for the carrying out or performance of any matter or thing which if carried out or performed would constitute substantial compliance with the Condition) give to the other notice in writing that the Condition is unacceptable and thereupon the approval shall be deemed to have been refused.
- (7) Settlement in the terms of Condition 4 shall be effected within the earlier of -
- (a) 14 days after the service of a notice given by either party to the other that the diagram or plan is duly registered; or
 - (b) 28 days after the service of a notice given by either party to the other that the diagram or plan is in order for dealings, whichever is the later, or on the date stipulated in the contract.
- (8) If any of the Conditions referred to in this Condition are not fulfilled within the time or respective times stipulated, the Vendor shall repay to the Purchaser the deposit and all other moneys (if any) paid by the Purchaser to the Vendor under the contract without deduction and upon repayment the contract shall cease to have effect and neither party shall have any claim of any nature against the other.

15. Time of the Essence

Time shall be of the essence of the contract in all respects.

16. Default Notice

- (1) Except as otherwise specifically provided in these Conditions -
- (a) the Vendor shall not be entitled to forfeit any money paid by the Purchaser or take or recover possession of the property on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the contract; and
 - (b) neither the Vendor nor the Purchaser shall be entitled to terminate the contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the contract;
- unless
- (c) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default to be remedied within the period stipulated in the notice; and
 - (d) the party in default fails to remedy the default within the period stipulated in that notice.
- (2) The period stipulated in the written notice referred to in Condition 16(1) shall not be less than 14 days from the date of service of that notice, or, if the contract is a terms contract, not less than the period of notice stipulated in Section 6 of the Sale of Land Act 1970.
- (3) The giving of a notice under this Condition does not prejudice the right of either party to give a further notice under this Condition.
- (4) This Condition shall not apply where either party repudiates the contract.

17. Default

- (1) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the contract or if the Purchaser repudiates the contract, then the Vendor in addition to any other rights or remedies he may have under the contract or otherwise, may -
- (a) affirm the contract and sue the Purchaser for damages for breach;
 - (b) affirm the contract and sue the Purchaser for specific performance of the contract and damages for breach in addition to or in lieu of specific performance of the contract;
 - (c) subject to Condition 16, proceed to take or recover possession of the property; or
 - (d) subject to Condition 16 and if the notice given pursuant to Condition 16 states that unless the relevant default is remedied within the time specified in the notice, the contract will or may be terminated, terminate the contract and -
 - (i) forfeit the deposit paid, except so much as exceeds 10% of the purchase price (which excess, if any, shall be deemed for the purposes of this Condition to be an instalment of the purchase price);
 - (ii) sue the Purchaser for damages for breach; and
 - (iii) without further notice to the Purchaser re-sell the property in such manner as the Vendor in good faith shall deem fit and if the Vendor re-sells the property and the re-sale is settled within 12 months following the date of termination, any deficiency arising from such re-sale and all expenses incurred by the Vendor (but after giving credit for the deposit if it has been forfeited) arising from such re-sale shall be recoverable by the Vendor from the Purchaser as liquidated damages.
- (2) The Vendor shall be entitled to retain for 12 months from the date of termination of the contract and pending re-sale of the property all instalments of purchase price paid to him.
- (3) If the Vendor re-sells the property the Vendor may: -
- (a) if settlement of such resale is within 12 months after the date of termination of the contract, apply any instalments of purchase price paid to him in or towards satisfaction of any damages mentioned in Condition 17(1); and
 - (b) retain absolutely: -
 - (i) any surplus arising from such re-sale in excess of the original purchase price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
 - (ii) any interest paid by the Purchaser;except that where the contract is a terms contract and the Purchaser has at the date of termination of the contract had possession of the property for more than 12 months, the surplus shall belong to and be paid to the Purchaser without interest.
- (4) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell the property within the 12 month period referred to in Condition 17(3), then after the said period of 12 months has expired, the Vendor shall account to the Purchaser for all instalments of purchase price received by the Vendor (other than for any deposit forfeited by the Vendor in the terms of the contract) without interest.
- (5) If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the contract or if the Vendor repudiates the contract, then the Purchaser in addition to any other rights and remedies he may have under the contract or otherwise shall be entitled to the repayment of all moneys paid by him under the contract together with interest thereon (other than on moneys paid to and held by a stakeholder) at the prescribed rate computed from the date of payment by the Purchaser until repayment to him.
- (6) The rule of law known as the rule in Bain v Fothergill whereby the damages recoverable from a Vendor incapable of making a good title are limited, is hereby excluded and does not apply to the contract.

18. Costs and Stamp Duty

Each party shall bear his or her own legal and other costs and expenses but the Purchaser shall pay the stamp duty on the contract and on the transfer to the Purchaser. Any party in default shall pay all costs incurred by the other party in respect of such default and notices relating thereto.

19. Depreciable Items

For the purposes of the Income Tax Assessment Act, 1936, the price of any improvements or items comprised in the property in respect of which depreciation has been allowed or is allowable under that Act, is the price allocated in the contract or if no price is so allocated, the depreciated value thereof for the purposes of that Act at the date of the contract.

20. Further Assurance

Subject to the Purchaser having performed all his obligations under the contract, the Vendor shall with all reasonable dispatch and at the Vendor's cost do all things necessary to enable a registrable transfer of the land to be accepted and registered by the Titles Office, and shall at the request of the Purchaser give at settlement a written undertaking in favour of the Purchaser's mortgagee to comply with this Condition. Both the Vendor and the Purchaser shall use their respective best endeavours to deal with any "rejection notice" issued by the Titles Office.

21. Service of Notice

(1) A notice or other communication to be given or made under these Conditions shall be in writing and may be signed by the party giving it or that party's representative and unless otherwise provided in these Conditions is deemed to have been duly given or made if served on the party concerned -

- (a) by delivering the notice to the party personally;
- (b) in the case of an individual, by delivering it or posting it to him or her at his or her address specified in the contract or other address for service from time to time notified in writing by him or her or his or her representative to the other party or his or her representative;
- (c) in the case of a corporation, by delivering it or posting it to the corporation at its address specified in the contract or its registered office or principal place of business in the State of Western Australia for the time being or other address for service from time to time notified in writing by it or its representative to the other party or its representative.

(2) A notice or other communication posted shall be deemed to have been served at the expiration of 48 hours from the time of posting.

22. Interpretation

(1) In these Conditions unless the context otherwise requires: -

"business day" means any day other than a Saturday, Sunday or State public service holiday in Western Australia;

"chattels" means the chattels (if any) described in the contract and agreed to be sold thereby;

"contract" means any contract incorporating these Conditions or any of them by reference;

"date of the contract" means the date of execution of the contract by the last of the parties thereto whose execution is necessary to make the contract binding on all the parties thereto;

"encumbrance" includes a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat and the claim stated therein, or other right or interest of any third party affecting the property or any part thereof;

"land" means the freehold land (including a strata lot) or leasehold land, together with all buildings and other improvements thereon the subject of the contract;

"month" means calendar month;

"outgoings" means -

(a) all rates, taxes, assessments and charges or other outgoings (periodical or otherwise) chargeable or payable in respect of the property; and

(b) if the land is or includes a strata lot -

(i) all contributions in respect thereof levied by the strata company; and

(ii) all rents, fees and other periodical amounts payable under any lease, licence or agreement referred to in Condition 12(4)(b);

"possession" includes the right to receive rent and other income derived from the property;

"possession date" means the date on which the Purchaser becomes entitled to possession under the contract or is given possession whichever is earlier;

"prescribed rate" means the rate of 18% per annum calculated on a daily basis;

"property" means the land and the chattels;

"purchase price" means the price of the property stipulated in the contract;

"Purchaser" means the party named and described as the purchaser in the contract and any person deriving title under him or her;

"registrable transfer" means a transfer (including a transfer by a third party to the Purchaser by the direction of the Vendor) which together with any applications, transfers, instruments, declarations or documents tendered at the settlement (of which true copies (other than copies of any discharge of mortgage or withdrawal of caveat) have been delivered to the Purchaser or his representative at least 3 business days before the settlement date) is registrable at the Titles Office;

"representative" means the solicitor or settlement agent acting for the party concerned;

"settlement date" means the settlement date referred to in Condition 4(3);

"strata lot" means a lot on a strata plan registered or intended to be registered at the Titles Office;

"strata company" means the strata company nominated in a strata plan so registered;

"tenancy" includes any other form of occupancy;

"terms contract" means a terms contract as defined in the Sale of Land Act 1970;

"Titles Office" means the Office of Titles, Perth; unless the Purchaser or the Purchaser's representative nominates a regional office of the Office of Titles at least seven days prior to the settlement date in which case "Titles Office" shall mean that regional office.

"Vendor" means the party named and described as the Vendor in the contract and any person deriving title under him or her.

"Vendor's agent" means the real estate agent who is a licensee under the Real Estate and Business Agents Act 1978 and is validly authorised by the Vendor to offer the Property for sale.

(2) A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force.

(3) Where two or more persons are named in the contract as the Vendor or as the Purchaser, their liability under the contract is joint and several.

(4) Where the day or last day for doing an act is not a business day, the day or last day for doing the act shall be deemed to be the next following business day.

(5) All warranties and representations contained in the contract shall survive settlement and shall not merge in the transfer of the land or be extinguished thereby or by settlement being effected.

(6) Headings shall not affect the construction of these Conditions.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc.) and The Real Estate Institute of Western Australia (Inc.) and approved by The Settlement Agents Association Inc.

The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc.) ("the Society") and The Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

10/88



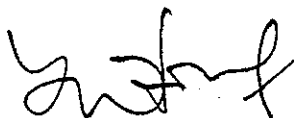
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IN WITNESS WHEREOF the parties hereto have executed this Contract
of Sale as a Deed the day and year first above written.

Signed for and on behalf of
the COMMONWEALTH OF AUSTRALIA
by VALERIE THAM
Principal Legal Officer,
Western Australia in the
presence of :



Principal Legal Officer
Western Australia

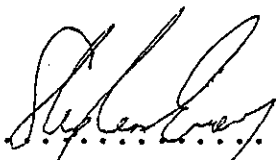


An Officer of the
Attorney-General's Department
9th Floor
National Westminster House
251 Adelaide Terrace
PERTH WA 6000

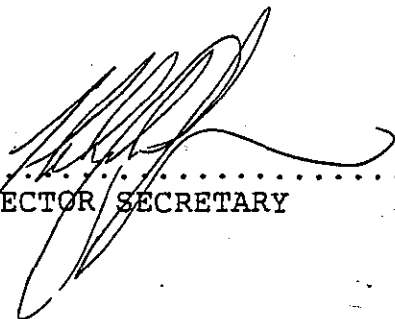
THE COMMON SEAL of AIRPORT
ENGINEERING SERVICES PTY LTD
was hereunto affixed in
accordance with its Articles
of Association
in the presence of



.....
DIRECTOR



.....
DIRECTOR SECRETARY



SCHEDULE 6

COMMONWEALTH BUREAU OF METEOROLOGY LEASE

AT

BROOME AIRPORT

44

THIS LEASE made the day of
one thousand nine hundred and ninety BETWEEN the
party described in Item 1 of the Schedule hereto ("the
Lessor") of one part and the COMMONWEALTH OF AUSTRALIA
("the Lessee") of the other part.

WITNESSES as follows:

1. The Lessor HEREBY LEASES to the Commonwealth ALL THAT piece of land described in Item 2 of the Schedule hereto ("the Demised Premises") to be held by the Commonwealth for the term specified in Item 3 of the Schedule hereto ("the Term") commencing on the date specified in Item 4 of the Schedule hereto and subject to the terms and conditions of this Lease, to use the Demised Premises for the purpose of discharge of the functions of the Commonwealth Bureau of Meteorology ("the Bureau") pursuant to the Meteorology Act 1955 paying to the Lessor a yearly rent of one dollar (\$1) if demanded ("the Rent").
2. THE LESSEE COVENANTS with the Lessor as follows:
 - (a) To pay the Rent hereinbefore mentioned.
 - (b) To pay all service charges (including charges for water, gas, electricity, telephone, sewage and waste disposal) provided the same are separately metered or charged in respect of the Demised Premises and properly payable.
 - (c) To submit to the Lessor for approval, which approval shall not be unreasonably withheld, the plans and specifications of any buildings fixtures improvements or any alterations or additions to a building fixture or improvement intended by the Lessee to be erected constructed or made upon the Demised Premises.
 - (d) Not to commence the erection or construction upon the Demised Premises of any buildings fixtures or improvements or to make any alternations or additions to a building fixture or improvement upon the Demised Premises without the prior consent in writing of the Lessor, which consent shall not be unreasonably withheld.
 - (e) Within a reasonable time of being required by the Lessor so to do to remove from the Demised Premises any buildings fixtures improvements alterations or additions erected constructed or made in contravention of the last preceding paragraph and thereupon to restore the Demised Premises to the same or substantially the same condition as they were in immediately prior to those unauthorised buildings fixtures

improvements alterations or additions being so erected constructed or made or commenced to be so erected constructed or made.

- (f) To keep the Demised Premises during the continuance of this Lease in a substantially clean and tidy condition and in good and substantial repair and condition (damage by fire, lightning, storm, tempest, earthquake, fair wear and tear excepted) having regard to their condition at the commencement of the Lease.
- (g) Subject to this Lease to use the Demised Premises for the purpose specified in Clause 1 of this Lease and for no other purpose without the consent in writing of the Lessor which consent shall not be unreasonably withheld.
- (h) Not to do anything on the Demised Premises which may constitute a nuisance annoyance or danger to any person or which may interfere with the proper enjoyment of any area within the airport of which the Demised Premises forms part ("the aerodrome") PROVIDED THAT the carrying out of the normal operational practices of the Bureau in discharge of its functions pursuant to the Meteorology Act 1955 shall not be deemed to be a breach of this clause.
- (i) Subject to the terms of this Lease to observe all reasonable directions rules and regulations for the time being in force relating to the means of access to the Demised Premises and the aerodrome.
- (j) At the Commonwealth's own cost to comply with:
 - i) all State statutes and regulations made thereunder in relation to the generation and storage of hydrogen and the storage of petrol oil or other material of an explosive flammable or dangerous nature on the Demised Premises;
 - ii) all reasonable directions given from time to time by the Lessor in relation to the provision installation and maintenance of suppressors on the Bureau's electrical equipment to prevent interference with radio, radar or television transmission and reception.
- (k) To take all reasonable precautions against the outbreak of fire upon the Demised Premises.

- (1) Subject to this Lease to observe and comply with:
- i) all Commonwealth and State Acts of Parliament and the rules regulations and planning schemes made thereunder;
 - ii) all municipal bylaws applicable to the aerodrome;
 - iii) all reasonable rules directions and orders made in respect of the aerodrome, that are relevant to the Demised Premises and to the extent that the Lessee is bound to comply with them.
- (m) Forthwith upon the expiration or sooner determination of this Lease to take down remove or obliterate all advertisements placards and signs which have been erected affixed or displayed upon the Demised Premises.
- (n) i) to indemnify and keep indemnified the Lessor and its employees, officers and agents against all actions, proceedings, claims and demands whatsoever which may be brought or made against the Lessor its employees, officers or agents in respect of loss of or damage to property, or loss of life or personal injury, that arises directly from a negligent act or negligent omission of an employee, officer or agent of the Lessee at the Site.
- ii) to indemnify and keep indemnified the Lessor and its employees, officers and agents against all costs, damages and expenses which may be incurred by the Lessor or any of its employees, officers or agents in defending actions, proceedings, claims or demands referred to in subclause (n)(i).
- (o) Not to assign this Lease or any part thereof without the written approval of the Lessor which approval shall not be unreasonably withheld.
- (p) To permit any duly authorised agent of the Lessor upon the giving of reasonable notice in writing to the Lessee at any reasonable time to enter upon the Demised Premises without unnecessary interference to the occupation and use of the Demised Premises by the Lessee, to view the state of repair thereof and to observe whether the terms and conditions of the Lease are being complied with.

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- (q) Forthwith upon the expiration or sooner determination of this Lease peaceably and quietly to deliver up possession of the Demised Premises to the Lessor in such state order and condition as is consistent with the Lessee's obligations under this Lease.

3. THE LESSOR COVENANTS with the Lessee:

- (a) That the Lessee paying rent and observing and performing the covenants on the part of the Lessee to be observed and performed may during the continuance of this Lease quietly enjoy the Demised Premises without interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- (b) To give the Lessee, its officers, employees and agents, all necessary access to cables, conduits and ducts located on the Site which are owned or used by the Lessee and are associated with facilities on the Demised Premises.
- (c) Subject to this Lease, to duly pay satisfy and discharge all rates taxes and other outgoings which may be lawfully levied imposed or assessed in respect of the Demised Premises.
- (d)
 - i) To permit the Lessee to sublet the Demised Premises or any part thereof to be used for the purpose set out in Clause 1 above.
 - ii) If the Lessee gives written notice to the Lessor of an intention to sublet or use all or part of the Demised Premises or a building thereon for the purposes other than those set out in Clause 1 above and offers to surrender this Lease to the Lessor, that the Lessor will accept such offer and, will enter into a new lease of the Site.
- (e)
 - i) to indemnify and keep indemnified the Lessee and its employees, officers and agents against all actions, proceedings, claims and demands whatsoever which may be brought or made against the Lessee or its employees, officers or agents in respect of loss of or damage to property, or loss of life or personal injury, that arises directly or indirectly from a negligent act or negligent omission of the Lessor, an employee, officer or agent of the Lessor at the Site.

- ii) to indemnify and keep indemnified the Lessee and its employees, officers and agents against all costs, damages and expenses which may be incurred by the Lessee or any of its employees, officers or agents in defending actions, proceedings, claims or demands referred to in subclause (e)(i).
 - iii) to effect and maintain liability insurance in accordance with the requirements of the Lessee which extends to cover the Lessee in respect of liabilities arising under subclauses (e)(i) and (e)(ii). The Lessor shall at the request of the Lessee provide adequate evidence as to the existence of the insurance.
- (f) At the lessor's own cost to comply with all reasonable directions given from time to time by the lessee in relation to the provision installation and maintenance of suppressors on the lessor's electrical equipment to prevent interference with radio radar or television transmission and reception.
- (g) The Lessor shall ensure that no building, fence, erection, structure, tree, plant or other obstruction whatsoever shall be or remain in the vicinity of the Demised Premises in a manner inconsistent with the Lessee's guidelines set out in Item 5 of the Schedule hereto.

4. IT IS MUTUALLY COVENANTED as follows:

- (a) During the currency of this Lease or at termination the Lessee shall have the right to take down remove and carry away all or any buildings fixtures improvements alterations and additions thereto which the Lessee owns or has before or during the continuance of this lease erected or constructed upon the Demised Premises.
- (b) In the event of the Lessee deciding to take down remove and carry away all or any buildings fixtures improvements alterations and additions that the Lessee owns or has made upon the Demised Premises the Lessee shall effect such removal to do as little damage as possible and shall restore the Demised Premises to the same or substantially the same condition as they were in immediately prior to the erection or construction of the said buildings fixtures improvements alterations and additions.

(c) In the event of the Lessee continuing in occupation after the expiration of the Term hereby created without any demand in writing for possession thereof having been made by the Lessor the Demised Premises shall be held by the Lessee under a tenancy determinable at any time by twenty-four (24) months' notice in writing given by either party to the other and upon the conditions as are herein contained.

(d) In the event that the Lessor seeks to remove the business of operating a licensed aerodrome at Broome to an alternative location in substitution for the Site the Lessor shall procure the grant to the Lessee of a lease for the purpose set out in clause 1 hereof on the following terms:

location and area: such as shall in the reasonable opinion of the Commonwealth Director of Meteorology having regard to established criteria thereof or enable the satisfactory discharge of the functions of the Bureau of Meteorology pursuant to the Meteorology Act 1955.

term: the balance of the term and options granted under these presents and remaining unexpired at the commencement date of the substituted lease,

and otherwise on the same terms and conditions contained in these presents.

and upon the granting of such lease the Commonwealth shall surrender this present lease and the term hereby granted shall thereupon wholly abate and determine.

(e) If the Lessee wishes to take a renewed lease of the Demised Premises for a further period set out in Item 3 of Schedule 1 commencing upon the expiration of the Term hereby granted and:

(a) the Lessee gives notice to the Lessor of that wish not less than 6 months prior to the expiration of the Term of this Lease, and

(b) any breach or default under this Lease by the Lessee prior to that notice which has been notified to the Lessee by the Lessor has been either waived or rectified, or in the case of a negative covenant, has been discontinued,

then the Lessor will grant to the Lessee a new lease of the Demised Premises for the said further period at the Rent and upon the same terms as are contained in this Lease provided only that upon the third such renewal the new lease shall not contain this provision for renewal to the intent that the Lessee is hereby granted three successive options to renew for 10 years each and no more.

5. IT IS AGREED that if:

- i) any Rent remains unpaid for sixty (60) days after written demand for payment; or
- ii) the Lessee fails to perform or observe any of the covenants and conditions to be performed and observed by it under this Lease;

then the Lessor may re-enter and repossess the Demised Premises and this Lease shall thereupon be determined, but the right of re-entry for a breach of any covenant or condition shall not be exercisable until the expiration of sixty (60) days after the Lessor has served on the Lessee a written notice specifying the breach and, if the breach is capable of remedy, requiring the Lessee to remedy the breach or make reasonable compensation in money to the Lessor for the breach.

6. Any dispute, controversy or claim arising out of or relating to this Lease or relating to its breach, termination or invalidity thereof, shall, if not resolved by the parties be first the subject of conciliation, then arbitration administered by an arbitrator agreed to by both parties and failing agreement as to the appointment of an arbitrator, then by an arbitrator appointed in accordance with the Laws of the State or Territory in which the airport specified in Item 2 of the Schedule hereto is located.
7. This Lease shall be subject to and construed in accordance with the laws of the State or Territory in which the airport specified in Item 2 of the Schedule hereto is located, and the parties agree that the courts of that State or Territory shall have jurisdiction to entertain any action in respect of or arising out of the Lease.
8. (a) Any notice approval consent or demand given pursuant to this Lease may be given or served in any of the following ways;
 - i) by delivery to the address of the relevant party referred to in Clause 8(b);

ii) by sending it by security mail to the address of the relevant party referred to in Clause 8(b);

iii) by transmitting it by telex to the telex number of the relevant party, provided that a confirmation copy shall be mailed to the relevant party forthwith upon such transmissions; or

iv) by transmitting it by facsimile number of the relevant party provided that a confirmation copy shall be mailed to the relevant party forthwith upon such transmission.

(b) For the purpose of this clause the address of the Lessor shall be:-

Postal:

Telex:

Fax:

and the address of the Lessee shall be:-

Postal:

Telex:

Fax:

unless written notice has previously been given of any change of address for service in which case notices shall be sent or delivered to such changed address.

9. In this Lease unless the context otherwise requires:

(a) 'month' means calendar month;

(b) 'person' includes a body corporate;

(c) the expressions 'the Lessee' and 'the Lessor' shall in the case of a Lessee or Lessor consisting of a body corporate be deemed to include respectively the Lessee its successors and permitted assigns and the Lessor its successors and permitted assigns;

(d) "Site" means the location at the date hereof of the Broome Airport being the land described in Schedule 1 to a Contract dated between the Lessor as Purchaser and the Commonwealth as Vendor of the site and business of the Broome Airport.

- (e) words importing the masculine gender include the feminine and neuter;
- (f) words in the singular include the plural and words in the plural include the singular.

IN WITNESS whereof the parties hereto have executed this Lease the day and year first above written.

SCHEDULE

Item 1

The Lessor:

Item 2

The Demised Premises:

The whole of the land delineated in red on the plan annexed and comprising Item 6 of the Schedule hereto, together with the right to use in common with the Lessor its servants, agents and invitees of the car park adjacent to the Weather Service Office and the right of access thereto and to all of the foregoing installations together with motor vehicles subject only to the Lessors reasonable directions for the purpose of safe operation of the aerodrome.

Item 3:

The Term: 20 years together with the option to renew for 3 successive terms of 10 years each.

Item 4:

The Commencement Date;

to be supplied

Item 5:

Lessee's guidelines for the placing of obstacles in the vicinity of meteorological facilities:

1. Instrument Enclosure: No object shall be placed any closer to the instrument enclosure than a distance which is 10 times the height of the object.
2. Anemometer: No object shall be placed any closer to any anemometer than a distance which is 10 times the height of the object.
3. Balloon Launching Corridor: No object shall be placed within 90 metres of the balloon launching doors at the meteorological office and, beyond that distance, any closer to the doors than a distance which is 5 times the height of the object.
4. Pilot Balloon Theodolite: No object shall be placed closer to the pilot balloon theodolite than a distance which is 8 times the height of the object.

5. Weather Watch & Wind Finding Radar: No object shall be placed any closer to any radar than a distance which is 60 times the amount by which the object is higher than the lower ledge of the dish of the radar.
6. Cloud Base Searchlight: No object shall be placed between the meteorological office and the Cloud base searchlight.

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SCHEDULE 7

Pursuant to Section 120 of the Lands Acquisition Act 1989 (Cth), the Purchaser COVENANTS AND AGREES with the Commonwealth that the Purchaser -

1. shall not carry on or permit to be carried on any portion of the Site any trade or business whatsoever that contravenes the conditions of operating a licensed aerodrome under the provisions of the Civil Aviation Act 1988 (Cth) or is a hazard to aircraft safety or would cause interference to either of the Civil Aviation Authority's navigational aids or the Commonwealth Bureau of Meteorology's weather recording facilities; and
2. shall not introduce any rules or regulations or conduct itself in a manner which would operate to restrict or discriminate in respect of access to the Site by airline and aircraft operators except where this would be inconsistent with the Civil Aviation Authority Safety standards and conditions published in the Enroute Supplement, Australia.

AUSTRALIAN GOVERNMENT SOLICITOR



BROOME - AIRPORT SALE
DOCUMENTS

ATTORNEY GENERALS DEPARTMENT

9th FLOOR, 251 ADELAIDE TERRACE, PERTH 6000 PHONE: (09) 425 7111 FAX: (09) 325 6529

Dated the 26 day of March 1991

B E T W E E N

COMMONWEALTH OF AUSTRALIA

- and -

AIRPORT ENGINEERING SERVICES PTY LTD

DEED OF VARIATION

AUSTRALIAN GOVERNMENT SOLICITOR
9TH FLOOR
NATIONAL WESTMINSTER HOUSE
251 ADELAIDE TERRACE
PERTH WA 6000
MISS V THAM
REFERENCE: 90203212/1252:DRR:D46
TELEPHONE: 425 7111

THIS DEED OF VARIATION is made the *26* day of *March* 1991

BETWEEN

COMMONWEALTH OF AUSTRALIA care of State Manager, Australian Property Group, Department of Administrative Services, 2nd Floor, 12 St George's Terrace, Perth in the State of Western Australia ("the Commonwealth")

Section 47

AND

AIRPORT ENGINEERING SERVICES PTY LTD care of Bradshaw's Pty Ltd 282 Newcastle Street, Perth, in the State of Western Australia ("the Purchaser")

WHEREAS

- A By a Contract of Sale made between the parties hereto ("the Contract of Sale") executed by the Purchaser and submitted together with the Purchaser's tender to the Commonwealth, the Commonwealth has agreed to accept the Purchaser's tender to purchase the Broome Airport Site and the Business more particularly described in the Contract of Sale upon and subject to the terms covenants and conditions set out in the Contract of Sale.
- B The Commonwealth and the Purchaser have been involved in negotiations following the closing of tenders to vary the Date of Settlement and the manner of payment of the Purchase Price currently set out in the Contract of Sale.
- C The Commonwealth and the Purchaser have agreed to enter into this Deed to record their subsequent negotiations to further vary the Contract of Sale in the manner set forth in this Deed.

THE PARTIES COVENANT AND AGREE as follows:-

1. INTERPRETATION

1.1 In this Deed unless the contrary intention appears the following expressions shall have the following meanings:

"Broome Airport Site and Business" means the Site and the Business more particularly defined in clause 1 of the Contract of Sale;

"Contract of Sale" means a Contract for the sale of the Broome Airport Site and Business made between the parties and executed by the Purchaser and handed to the Commonwealth with the Purchaser's tender and as varied by this Deed;

"Date of Settlement" means the date of payment of the balance of the Purchase Price and any interest outstanding being no later than 18 June 1992;

"Possession Date" means the date specified in clause 3.1 being the 19 April 1991;

"Purchase Price" means the sum of

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tendered in clause 2 of the Contract of Sale;

"this Deed" means this Deed including any Schedules and annexures hereto.

1.2 In this Deed unless the contrary intention appears:

1.2.1 reference to a person includes a reference to that person's personal representatives, successors and assigns;

- 1.2.2 reference to a person includes a natural person, partnership, trust, association and company;
 - 1.2.3 a word importing the singular number includes the plural number and a word importing the plural number includes the singular number;
 - 1.2.4 a word importing a gender includes each other gender;
 - 1.2.5 reference to a company includes any incorporated body of any description;
 - 1.2.6 reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this Deed and a reference to this Deed includes recitals and schedules;
 - 1.2.7 reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and by-laws made under or pursuant to that statute;
 - 1.2.8 reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations contained or implied in that document or in that part of a document.
- 1.3 Headings are inserted for index purposes only and do not affect the interpretation of this Deed.

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2.1 The Purchase Price shall be paid in the following manner:

2.1.1 the sum of Section 47 representing the balance of the deposit of Section 47 shall be paid by bank cheque payable to the Commonwealth of Australia to the Australian Government Solicitor on or before 18 April 1991; and

2.1.2 the balance of the Purchase Price, namely the sum of Section 47 and outstanding interest provided in clause 2.3 shall be payable by bank cheque on 18 June 1992.

2.2 So long as the Purchase Price or any part thereof shall remain owing to the Commonwealth, the Purchaser shall pay interest thereon on so much as shall from time to time remain outstanding at the rate of Section 47 computed from 18 April 1991 and payable by quarterly instalments of Section 47 on 18 July 1991, 18 October 1991, 18 January 1992 and 18 April 1992 and a final interest payment of Section 47 on 18 June 1992.

3. POSSESSION

3.1 The Purchaser shall be entitled to possession of and the Commonwealth shall hand over the Broome Airport Site and Business on 19 April 1991 being the day following the payment of the balance of the deposit pursuant to clause 2.1.1 up to which date the

Commonwealth shall pay all charges and outgoings due for payment by the Commonwealth in respect of the Broome Airport Site and Business and from and after the Possession Date the same and all rates taxes assessments charges and other outgoings whatsoever shall be payable by the Purchaser. From the Possession Date, the Purchaser shall be entitled to all the rents and other income, if any, from the Broome Airport Site and Business.

3.2 All leases and licences set out in Schedule 4 of the Contract of Sale shall, from the Possession Date, be fully assigned and transferred to the Purchaser as if the Purchaser were the registered proprietor in fee simple of the land in Schedule 1 of the Contract of Sale and the Purchaser shall indemnify and keep indemnified the Commonwealth against all actions proceedings costs claims expenses and demands by reason of breach or non-observance or non-performance by the Purchaser of the covenants conditions and stipulations expressed or implied in the leases and or licences to be complied by the Lessor or Licensor.

3.3 All Commonwealth vehicle registrations will be cancelled on the Possession Date and the Purchaser must re-register all vehicles sold in connection with the Business at its own expense as required by clause 11.2 of the Contract of Sale.

3.4 On the Possession Date all existing services to the Site in respect of electricity gas telephone and otherwise shall be transferred to the Purchaser at the cost of the Purchaser.

4. RISK

4.1 The parties mutually acknowledge and agree that the Broome Airport Site and Business hereby sold shall be

at the sole risk of the Purchaser from the date of the Contract of Sale as regards loss damage or destruction by any cause whatsoever.

4.2 The Purchaser shall also, from the date of the Contract of Sale, effect and keep current the insurance required in clause 12.2 of the Contract of Sale.

5. INDEMNITY

5.1 The Purchaser shall indemnify and keep indemnified the Commonwealth from and against all claims demands actions costs and losses whatsoever arising out of the Purchaser's occupation or use of the Broome Airport Site or in conjunction with or relating in any way to the Business from and including 19 April 1991 with the exception of the acts carried out by the Commonwealth as set out in clause 13.1 of the Contract of Sale.

6. PURCHASER'S COVENANTS

6.1 The Purchaser COVENANTS AND AGREES with the Commonwealth that it will at all times manage operate and maintain the Site as a licensed aerodrome strictly in accordance with the Special Conditions set out in clause 18 of the Contract of Sale.

7. DEFAULT IN PAYMENT

7.1 If for any reason the Purchaser shall fail to pay the balance of the deposit due on or before 18 June 1991, any interest instalment on the due dates set out in clause 2.2 or the balance of the Purchase Price together with any interest outstanding on 18 June 1992, the Purchaser shall pay to the Commonwealth interest on the amounts so unpaid at the rate of

twenty-three per centum per annum (23% p.a.) from the due date of payment to the actual date of payment without prejudice to any other rights and remedies of the Commonwealth.

- 7.2 Time shall be of the essence of this Deed and if the Purchaser shall default in the payment of the balance of the Purchase Price and any interest outstanding under the terms of the Contract of Sale on the due date for such payments the provisions in clause 16 of the Contract of Sale shall apply.

8. CONTRACT OF SALE CONDITIONS

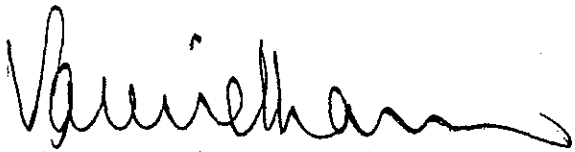
- 8.1 The parties acknowledge and agree that all the terms covenants and conditions of the Contract of Sale shall apply in addition to this Deed except to the extent that they are varied by this Deed.

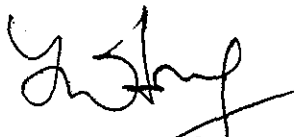
9. COSTS

- 9.1 The costs of and incidental to the preparation completion and stamping of this Deed and the usual counterparts thereof, including all stamp duty shall be borne by the Purchaser.


IN WITNESS WHEREOF the parties have executed this Deed on the day and year first above written.

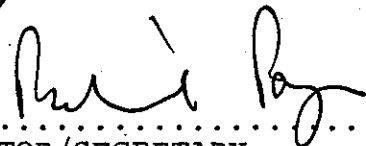
Signed for and on behalf of)
the COMMONWEALTH OF AUSTRALIA)
by VALERIE THAM)
Principal Legal Officer,)
Western Australia in the)
presence of:)


Principal Legal Officer
Western Australia


An Officer of the
Attorney-General's Department
9th Floor
National Westminster House
251 Adelaide Terrace
PERTH WA 6000

THE COMMON SEAL OF AIRPORT)
ENGINEERING SERVICES PTY LTD)
was hereunto affixed in)
accordance with its Articles)
of Association)
in the presence of)


.....
DIRECTOR


.....
DIRECTOR/SECRETARY
A duly authorised person

