



INVITATION FOR EXPRESSIONS OF INTEREST

Corowa Aerodrome, Corowa NSW 2646

EOI CM NUMBER 18/49928

CLOSING 5pm 3rd DECEMBER 2018

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1.0 INTRODUCTION

1.1 Background

Corowa & the Federation Shire

The Federation Shire was formed in 2016 with the amalgamation of the previous Corowa and Urana Shires. It is home to approximately 13,000 people within the Corowa, Howlong, Mulwala, Rural Districts and Urana and surrounds. The Corowa Township is centrally located between rural cities of Albury, Wodonga, Wangaratta, Wagga Wagga and Shepparton. It is situated 600kms from Sydney and 300kms from Melbourne. The region offers a temperate climate well suited to aviation activities.

About Corowa Aerodrome

The layout of Corowa aerodrome is given in Figure 1. The Aerodrome is owned and managed by Federation Council and is situated 3 kilometres from the Corowa township, occupying 237 hectares of land.



Figure 1. Aerial View of Corowa Aerodrome and West of Corowa Township

The aerodrome was initially developed as a training airport and aircraft base during World War II. Subsequently, it saw the development of scheduled air services by the two domestic airlines TAA and Ansett, with regular connections to Melbourne and Sydney. These ceased with the opening of the new Albury airport in 1970.

The aerodrome is now largely used for general aviation operations, supporting a small number of resident aircraft, which are mostly housed in small privately-owned hangars built on land leased from Council. There is one small scale (RA Aus level) flying training operator based on site.

In 2001, the Corowa Soaring Centre was established, comprising a large hangar, substantive clubroom facilities and car park, all built on freehold land excised from the aerodrome property. This has resulted in the aerodrome being established as an international centre for gliding operations, operating in the warmer months of the year.

The aerodrome also receives visiting aircraft including private, charter, and air ambulance services. For 10-12 weeks of the year, the Army Parachute School uses Corowa Aerodrome for parachute jump training. Part of the site is occupied by a football ground, clubrooms for the Corowa Cougars Rugby Club, and the local headquarters of the NSW Rural Fire Services.

As shown in Figure 1, the aerodrome comprises two sealed runways; namely runway 05/23 (1,538m x 23m) and runway 14/32 (1,285m x 18m). The aerodrome was accorded Registered Aerodrome status in January 2005 in accordance with the Civil Aviation Safety Regulation (CASR) Part 139 standards. The aerodrome is equipped with a Non-Directional Beacon (NDB) installation for navigation and non-precision approaches and has published NDB and satellite navigation (RNAV GNSS) approaches. There is also a Pilot Activated Lighting system present on runway 05/23, together with taxiway edge lighting.

Commercial Performance

Income for the airport ranges from around \$19,000 to \$43,000 per year dependent on activity. This figure is made up from ten long-term hangar leases (\$3,000 to \$5,000 per year in total), military parachuting (\$10,000 to \$15,000 per year), agricultural use of airport land (\$5,000 to \$20,000 per year dependant on the season) and other income (\$1,000 to \$3,000 per year). While Council publishes a set of aircraft movement charges, there is limited capacity for enforcement such that there is insignificant revenue obtained from non-resident aircraft movements.

Yearly maintenance and outgoings (not including depreciation) are in the order of \$60,000 to \$120,000 and include ground maintenance, inspections, airstrip maintenance and repair, utilities, administration and other costs.

1.2 Purpose & Strategic Objectives

Through this expressions of interest (EOI), Federation Council aims to identify a successful Proponent to enter into a commercial arrangement to develop, market, operate and maintain Corowa aerodrome as an airport under a long-term ground lease arrangement. The objectives of this process are:

- To ensure that optimum economic and community benefit is derived from the continued use of the site as an aerodrome facility
- To achieve value for money for public funds invested in the aerodrome
- To minimise the cost to Council for operating and maintaining the aerodrome

1.3 Federation Council Vision

In 2016, Federation Council commissioned the preparation of a business plan to guide the future use and potential community contribution of Corowa Aerodrome. This identified, inter-alia, that the sustainable operation of the aerodrome required significant development of business activities on the site, and that Council should look to private sector management, business development skills and financing capacity to achieve this outcome. Federation Council has subsequently decided to seek expressions of interest from the private sector for this purpose. The private sector operator will be expected to operate and maintain the aerodrome to Civil Aviation Safety Authority Registered Airport Standards, while developing any combination of business activities that might be consistent with the Council objectives identified in Section 1.2, and the continued use of the site as an airport.

Council does not have a predetermined commercial model and aims for a sustainable and commercially viable use of the aerodrome. Council is therefore seeking a Proponent with experience, financial capacity or access to required financial resources, creativity, and initiative to maximise the potential of the aerodrome and to provide a high-quality experience for aerodrome users.

This EOI is an open market call to gauge the level of interest, to obtain market feedback on the type of commercial arrangements that might be possible assuming a ground lease arrangement. The aerodrome premises and improvements are offered in their current condition. A draft Agreement to Lease and Lease Document is provided at Appendix 1, and a lease area plan at Appendix 2.

2.0 THE EOI SELECTION PROCESS & SCHEDULE

2.1 The Selection Process & Stages

Federation Council will follow a two-stage process to identify and assess suitable Respondents. This is described as follows:

Stage 1: An EOI invitation will be issued to the public via Tenderlink to seek interested parties to outline the nature of their interest, qualifications, experience, and financial capacity. Potentially suitable Respondents will be short-listed based on an assessment of their response against the evaluation criteria set out in Section 3 of this document.

Each short-listed Respondent will enter a process of scoping and finalizing the scope of the service and the service delivery model. To participate in this process, the short-listed Respondents will be required to complete a Confidentiality and Exclusivity Agreement, in the form presented in Appendix 3.

It is anticipated that assessment of the EOI submissions will be completed within four (4) weeks of the close of submission date.

To assist Council, an independent aviation consultant, Landrum & Brown (L&B) has been appointed to manage the EOI as directed by a Panel assessing the EOIs.

Stage 2: Federation Council will only enter into detailed negotiations with the short-listed Respondent(s), which may lead to Federation Council entering into a commercial agreement under a lease on the terms similar to those set out in the Draft Agreement to Lease and Lease document provided in Appendix 1, based on the lease area plan of Appendix 2.

The short-listed Respondents will be invited to submit their final commercial offers to the panel assessing the EOIs.

2.2 Terms & Conditions of this EOI

The terms and conditions of this EOI are attached at Appendix 4.

3.0 EOI SUBMISSION & ASSESSMENT

3.1 Content of EOI Submissions

Interested entities must provide the following information in their EOI submission by completing the attached Schedule with the following information:

1. A cover letter confirming the interest of the Respondent.
2. A description of the legal entity, ownership structure, brief history of the organisation, core business activities and areas of expertise, financial position and company structure. In compliance with this, Respondents shall include a summary of the latest end of year financial statements. Where consortia are involved, details are to be provided by each party.
3. A brief statement outlining relevant experience, containing a description of the nature and size of past relevant projects of similar characteristics.
4. Brief biography of key management personnel to be associated with the proposed business,
5. A brief statement of the proposed Business Model contemplated by the Respondent, including such matters as:
 - Nature of business operations to be conducted at the Aerodrome,
 - Level and purpose of investment contemplated,
 - Likely employment to be generated in the region,
 - Other economic impacts anticipated in the region, and
 - Commentary on the Draft Agreement to Lease and Lease document including the acceptance of or offering of alternative indicative key commercial terms and financial arrangements.
6. Statement acknowledging the Proponents awareness of and commitment to observing Local Government Local Environmental Plan (LEP) Development Requirements.

3.2 EOI Evaluation Criteria & Assessment

Federation Council will evaluate EOI submissions based on the following criteria:

1. **Compliance with the EOI submittal requirements** – Respondents are required to fully complete the information specified under Section 3.1, and submit this via Tenderlink before the closing date. A separate MS Word file of the blank Schedule A is provided as part of the EOI documents to facilitate this.
2. **Relevant Expertise and prior track record within the aviation industry relevant to the business proposition offered** – Respondent's experience records will be assessed for evidence of their capability to successfully develop and manage an aviation business in accordance with the Business Model described in their EOI, to operate and maintain a regional aerodrome to relevant standards, and to plan and develop aerodrome infrastructure.
3. **Meet Federation Council Objectives** – Respondent's proposed Business Model will be assessed for its potential to meet Council's strategic objectives as identified in Section 1.2 of this EOI.
4. **Financial Capacity** – Respondent's financial data will be used to assess their capacity to finance aerodrome operations and development in accordance with their Business Model.

5. **Management Credentials** – Biographical data supplied will be used to assess that management and key personnel have appropriate knowledge and experience to support the proposed Business Model.
6. **Satisfy Federation Council's LEP Requirements** – Confirmation that Respondents have acknowledged their obligations to meet Local Environment Plan (LEP) Development Requirements¹.

The Council has formed an Assessment Panel to evaluate submissions based on the above assessment criteria.

The Panel will score each EOI submission and short list EOI submissions and make recommendations to the Council.

An independent industry-based specialist consultant will be included on the assessment panel to monitor for probity of the assessment process.

3.3 Miscellaneous

a) Lodgement & Closing Date

EOIs must only be lodged by way of the TenderLink website. <https://www2.tenderlink.com/>

The closing date/time for lodgement is **5.00pm Monday 3 December 2018**.

To lodge an Expression of Interest please submit a completed Returnable Schedule A.

b) EOI Enquiries

Please direct all initial inquiries to our advisers:

David Miles
Associate Vice President
Landrum & Brown
dmiles@landrum-brown.com
Tel: 03 9639 7744

Please also refer to Appendix 4 Section 8 in regard to the handling of inquiries and clarification requests.

c) Access to Additional Information

EOIs are sought from interested parties based on the information provided in this EOI. Further information will be made available for Respondents shortlisted by this EOI process upon execution of the Confidentiality and Exclusivity Agreement of Appendix 2.

¹ Note that the site is currently zoned under the LEP for aviation use. Council is about to undertake an update of the LEP and through this process may consider more flexible use of some of the land of the aerodrome site but there is no guarantee if or when such changes might be made.

4.0 REFERENCE MATERIAL

All Respondents should consult these additional references before submitting a response.

- NSW Local Government Act 1993 (as amended)
- Federation Council's Code of Conduct
- Federation Council's Procurement Policy and other relevant policies
- Foreign Acquisitions and Takeovers Act 1975
- Civil Aviation Safety Regulations 1998 Part 139 Aerodromes

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APPENDICES

Appendix 1 – Draft Agreement to Lease and Lease Document

Short listed Respondent(s) will be required to execute the following Confidentiality and Exclusivity Agreement in order to access additional information, and to enter into Stage 2 negotiations with Council.

FEDERATION COUNCIL

AND

[NAME OF ENTITY]

AND

[GUARANTOR]

AGREEMENT TO LEASE



PLANNING | DEVELOPMENT | COMMERCIAL

LAWYERS & PLANNERS

Planning Development Commercial Lawyers

Level 2, 73 Church Street

Wollongong NSW 2500

PO Box 214, Wollongong NSW 2520

Phone: (02) 4288 0150

Fax:

Email: admin@pdclawyers.com.au

Ref: LEF:MB:18/0584

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THIS AGREEMENT dated day of 2018

BETWEEN **Federation Council** of 100 Edward Street, Corowa, New South Wales
(Lessor)

AND **[Name of entity; ACN]** of **[Address]** (Lessee)

AND **[Name]** of **[Address]** (Guarantor)

RECITALS

Whereby in consideration of the mutual covenants herein contained the parties expressly covenant and agree as follows:

- A.** The Lessor owns the land at folio identifier 31/1049834 known as 311 Redlands Road, Corowa, New South Wales ("Property"). The Property has been purpose zoned and developed as a commercial aerodrome.
- B.** At the request of the Lessee, the Lessor has, subject to the terms and conditions set out in this agreement, agreed to enter into a lease for the Property.
- C.** The Guarantor is a related party of the Lessee and has agreed to guarantee the obligations of the Lessee on the terms of this agreement.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;

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- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
 - (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Pre-condition to grant of lease

- (a) The Lessor will not be required to grant a lease of the Property to the Lessee unless and until the following conditions are met:

- (b) The Lessee must use its best endeavors to ensure that the conditions under clause 2(a) are satisfied and when they are satisfied the Lessee is obliged to proceed with the annexed lease in accordance with clause 3 of this agreement.

3. The lease

- (a) At the request of the Guarantor and subject to clause 2 the Lessor will grant, and the Lessee will accept a lease of, the Property for the term and at the rent and upon and subject to the covenants, terms and conditions contained in the annexed lease.
- (b) The lease and this agreement shall be prepared by the Lessor's solicitors at the expense of the Lessee as regards costs and disbursements, including registration fees but excluding the cost of obtaining any mortgagee's consent. The lease shall be in the form of the annexed lease and shall be completed by inserting therein:
 - (i) the date of execution by the Lessee;
 - (ii) the date of commencement of the term;
 - (iii) the encumbrances if any; and
 - (iv) details sufficient to complete any other blanks which occur therein.
- (c) The lease shall be submitted by the Lessor to the Lessee no later than 30 days prior to the commencement date and shall be executed by the Lessee and returned to the Lessor's solicitors within 14 days after receipt thereof. The lease shall be duly executed and registered by the Lessor forthwith following its commencement, subject to payment of the costs and disbursements mentioned above, and the registered counterpart delivered back to the Lessee as soon as possible thereafter.

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- (d) As from the date of commencement of the lease and until it has been so duly executed, completed and delivered as hereinbefore provided the Lessor and the Lessee shall be bound by the covenants and provisions therein contained as if the lease had been duly executed and delivered as aforesaid.

4. Guarantor

- (a) In consideration of the Lessor and at the request of the Guarantor, which expression shall include their executors, administrators, successors and assigns entering into this lease with the Lessee, the Guarantor covenants and agrees with the Lessor that they will be jointly and severally liable to the Lessor for the due payments of all money under this agreement and the due performance of all covenants and conditions of this agreement on the part of the Lessee to be performed.
- (b) The Guarantor shall remain liable to the Lessor notwithstanding that the:
- (i) Lessor has exercised all or any of its rights under the agreement;
 - (ii) Lessor has not made prior demand upon the Lessee;
 - (iii) granting of time or any other indulgence to the Lessee; and
 - (iv) Lessor has died or is or becomes insolvent.
- (c) The Guarantor shall be primarily liable as if named as the Lessee herein and the Guarantor's liability shall not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against any other person.
- (d) The Guarantor's liability hereunder shall continue until all money has been paid and all obligations have been satisfied.

5. Assignment

- (a) The Lessee shall not transfer or assign or otherwise dispose of the Lessee's rights and obligations under this agreement without the Lessor's written consent which consent may be refused without assigning any reason thereto.
- (b) Notwithstanding the provisions of this clause the Lessor's written consent shall not be unreasonably withheld in the case of an assignment of the Lessee's rights to a related company without releasing the Lessee from its obligations hereunder.

6. Termination

The Lessor shall be entitled to terminate this agreement by written notice to the Lessee and all expenses of and incidental to such termination shall be recoverable from the Lessee as liquidated damages in the event that:

- (a) the Lessee fails in the observance or performance of any obligation under this agreement within twenty one (21) days from the date of service of a notice in writing by the Lessor to the Lessee specifying the non-observance

or lack of performance and giving the Lessee the opportunity to rectify the non-observance or lack of performance;

- (b) the Lessee is declared bankrupt within the meaning of the Bankruptcy Act 1966 (Cth), resolves to enter into any arrangement for the benefit of creditors, or resolves to or is wound up or internally reconstructed, or takes any step to obtain protection or is granted protection from its creditors, or becomes an externally administrated body corporate, or becomes insolvent, or anything analogous or having a substantially similar effect occurs.

7. Costs

The Lessee must pay the reasonable legal costs and disbursements of the Lessor incurred with respect to entering into this agreement.

8. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) delivered personally; or
- (b) posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) sent by email to their email address when it will be treated as received when it enters the recipient's information system.

9. Whole agreement

Each party has relied entirely on its own enquiries in entering into this agreement which contains the whole agreement between them superseding all prior oral and written communications.

10. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one and the same instrument, and the date of the agreement will be the date on which it is executed by the last party.

Execution page

SIGNED AS AN AGREEMENT

THE SEAL OF FEDERATION)
COUNCIL was affixed in accordance)
with Reg. 400 <i>Local Government</i>	
(<i>General</i>) <i>Regulation 2005</i> and	
witnessed by the following persons:	
.....
Signature of Mayor	Signature of General Manager
.....
Print name of Mayor	Print name of General Manager

EXECUTED BY [NAME; ACN])
pursuant to section 127 of the)
Corporations Act 2001:	
.....
Signature of Director/Sole Director	Signature of Director/Secretary
.....
Print name of Director/Sole Director	Print name of Director/Secretary

SIGNED BY [GUARANTOR] in the)
presence of:)
.....
Signature of witness	Signature
.....	
Print name of witness	

Annexure 1 – Lease

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Appendix 2– Surveyed Lease Boundary

Figure A-1 below shows the boundary of the proposed lease area in relation to Redlands road and Spring Drive Corowa and other subdivisions. Figure A-2 overleaf show the title certificate for Lot 31 DP1049834 which is the surveyed boundary of the land title designated for the Lease Agreement. Lot 32 DP1049834 within this area is in private ownership and used for gliding operations. The area marked 1 DP827139 is designated land licensed for Airservices Australia provision of a Non-Directional Beacon.

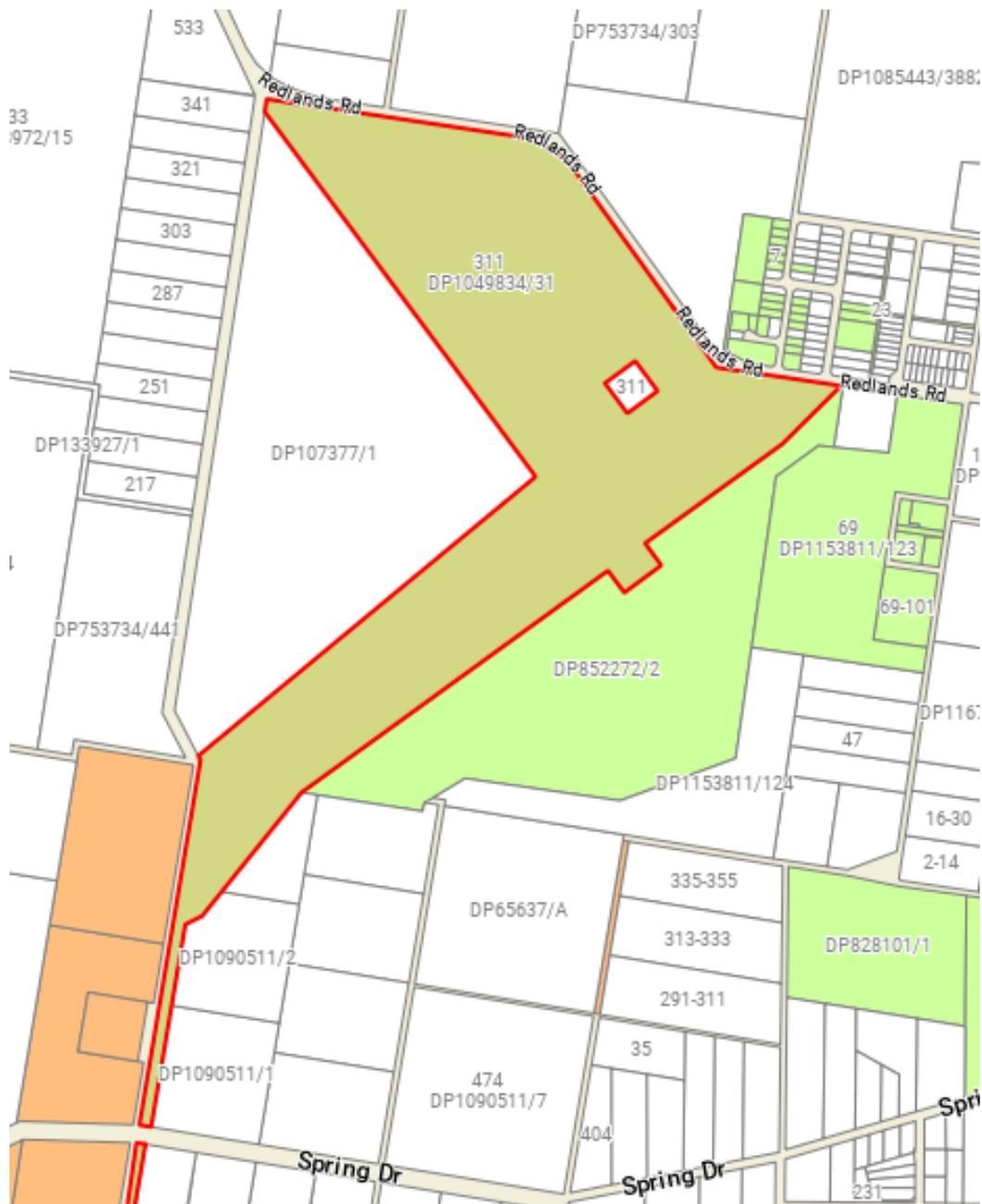


Figure A-1 Airport Lease Boundary

Appendix 3 – Confidentiality and Exclusivity Agreement

Short listed Respondent(s) will be required to execute the following Confidentiality and Exclusivity Agreement in order to enter into Stage 2 negotiations with Council.

FEDERATION COUNCIL

AND

[NAME OF ENTITY]

CONFIDENTIALITY & EXCLUSIVITY DEED



Level 2, 73 Church Street
Wollongong NSW 2500
PO Box 214, Wollongong NSW 2520
Phone: (02) 4288 0150
Email: admin@pdclawyers.com.au
Ref: LEF:MB:18/0584

THIS DEED dated day of 2018

BETWEEN **Federation Council** of 100 Edward Street, Corowa, New South Wales
(Council)

AND **[Name of entity; ACN]** of **[Address]** (“**Interested Party**”)

RECITALS

- A.** At the request of the Interested Party the Council is considering a commercial arrangement with the Interested Party in relation to the property known as Corowa Aerodrome.
- B.** The Council is prepared to undertake discussions and disclose its confidential information with the Interested Party regarding on an exclusive basis only on the terms of this deed.

OPERATIVE PART

1. Interpretation and definitions

This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

-
- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
 - (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally;
 - (i) Exclusive Period means ____ months from the date of this deed;
 - (j) Confidential Information means all personal and corporate information acquired by Interested Party from Council relating to the potential commercial arrangement regarding the Corowa Aerodrome. This includes all financial, management and marketing information, all research, plans or other documentation, and all other information imparted in discussions or obtained through inspections or by any other method from Council or the agents, advisers, consultants, employees or contractors of Council. Information already in the public domain or that is proven to have already been within the knowledge of the Interested Party is not confidential for the purposes of this deed.

2. Obligations of recipient of confidential information

In consideration of Council providing the Interested Party with access to Confidential Information, the Interested Party agrees to:

- (a) treat the Confidential Information as subject to a duty of confidence and to only use it for the purpose of considering Council's proposal (if any) to enter into a lease or similar arrangement in relation to Corowa Aerodrome;
- (b) only disclose the Confidential Information on a need to know basis to the officers, employees and professional advisers of the Interested Party;
- (c) Advise each person to whom the Confidential Information is disclosed that the Interested Party is subject to a duty of confidence, and that the Confidential Information is not to be used for any purpose other than considering Council's proposal (if any) to enter into a lease or similar arrangement in relation to Corowa Aerodrome;
- (d) Take at the Interested Party's sole expense whatever steps Council may consider necessary to enforce the duty of confidence against any person to whom the Confidential Information has been disclosed by the Interested Party and who is in breach of that duty;
- (e) On request provide Council with a list of recipients; and
- (f) Identify each document on its face as a confidential document for the eyes only of the Interested Party.

3. Ownership, safe keeping and return of confidential information

- (a) All Confidential Information including copies:

-
- (i) remain the absolute property of Council; and
 - (ii) will be securely stored by the Interested Party.
- (b) Upon written demand the Interested Party will immediately return to Council all Confidential Information and any copies thereof received by the Interested Party and will cause all other recipients of the Confidential Information to do likewise.

4. Exclusivity

During the Exclusive Period the Council undertakes that it will not, and will not permit any of its representatives, to directly or indirectly:

- (a) solicit or encourage the initiation or submission of any expression of interest, inquiry, proposal or offer from any person (other than the Interested Party) relating to or in connection with the commercial agreement being discussed between the parties; or
- (b) participate in any discussions or negotiations or enter into any agreement with, or provide any Confidential Information to, any person (other than the Interested Party) relating to or in connection with a commercial agreement similar to that being discussed between the parties.

The provisions of this clause 4 shall automatically terminate at 5.00pm on the last day of the Exclusive Period and shall thereafter be of no further force and effect, unless extended in writing by the parties.

5. Indemnity

The Interested Party indemnifies Council against any loss, damage, cost or expense, whatever incurred by Council directly or indirectly, as a result of a breach by the Interested party, or other person or corporation receiving the Confidential Information from the Interested Party, of any of the terms of this deed.

6. No assignment

The rights and obligations hereunder cannot be assigned by the Interested Party.

7. Whole agreement

Each party has relied entirely on its own enquiries in entering into this deed which contains the whole agreement between them superseding all prior oral and written communications.

8. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the fifth business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

9. Counterparts

This deed may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one and the same instrument, and the date of the deed will be the date on which it is executed by the last party.

10. Costs

Each party will pay their own costs in relation to this deed.

Execution page

EXECUTED AS A DEED

THE SEAL OF FEDERATION)
COUNCIL was affixed in accordance)
with Reg. 400 <i>Local Government</i>	
<i>(General) Regulation 2005</i> and	
witnessed by the following persons:	
.....
Signature of Mayor	Signature of General Manager
.....
Print name of Mayor	Print name of General Manager

EXECUTED BY [NAME; ACN])
pursuant to section 127 of the)
Corporations Act 2001:	
.....
Signature of Director/Sole Director	Signature of Director/Secretary
.....
Print name of Director/Sole Director	Print name of Director/Secretary

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Folio identifier 31/1049834

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE L
	Reference: <input type="text"/>	

(C) LESSOR

FEDERATION COUNCIL ABN 30 762 048 084

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

TENANCY: CLICK & PICK

(G) 1. TERM

2. COMMENCING DATE

3. TERMINATING DATE

4. With an **OPTION TO RENEW** for a period of **N.A.**
set out in clause **N.A.** of **N.A.**

5. With an **OPTION TO PURCHASE** set out in clause **N.A.** of **N.A.**

6. Together with and reserving the **RIGHTS** set out in clause **N.A.** of **N.A.**

7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A & B** hereto.

8. Incorporates the provisions set out in **N.A.**

No. **N.A.**

9. The **RENT** is set out in item **No. 1** of **Annexure A**

DATE

(H) I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(I) STATUTORY DECLARATION *

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on

in the presence of of

Justice of the Peace (J.P. Number:) Practising Solicitor

Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

Deed of Commercial Lease Summary and Terms and Conditions

Lessor:	Federation Council of 100 Edward Street, Corowa NSW 2646	
Lessee:	[Name of entity] of [Address]	
Guarantor:	of jointly and severally [delete if not applicable]	
Property:	<i>Street address</i>	Lot 31/1049834 known as 311 Redlands Road, Corowa NSW 2646
	<i>Nature of property</i>	Land for Flight Academy Training Facility, Student Accommodation, and operation of the Corowa Aerodrome.
	<i>Additional area Parking/storage</i>	Not applicable.

1. Summary (continued from LRS Lease Form)

(a) **Rent** (clause 2)

(i) [Insert initial rent] per annum by [insert frequency] instalments of \$ 0.00.

Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.

(ii) GST is payable in addition to the rent.

OR

(iii) GST is included in the rent.

(b) **Rent reviews** (clause 2)

Annually by Sydney all groups CPI, and every 5 years from the commencement date by Market review.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

(c) **Outgoings** (clause 2)

(i) **Outgoings**

- (a) Council rates;
- (b) Water rates;
- (c) Land tax calculated as if the lessor owned no other land other than the premises;
- (d) Building insurance;
- (e) The lessor's public liability insurance;
- (f) [insert other outgoings]

net of any GST payable by the lessor.

(ii) **Lessee's share and payment of outgoings**

100%;

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(d) **Bond** (Clause 2)

[Insert security deposit].

(e) **Interest rate** (Clause 2)

10%.

(f) **Permitted use** (Clause 3)

Flight Academy Training Facility, Student Accommodation, and operation of the Corowa Aerodrome.

(g) **Insurance** (clause 6)

Minimum public liability insurance: \$20,000,000.

Plate glass

2. Alterations or additions to Annexure B

Annexure B is varied as follows:

In clause 4 (a):

- a. insert “, including by granting a mortgage or other security interest over this lease,” after “deal with the premises”; and
- b. insert “which may be withheld or conditioned in the sole discretion of the lessor” after “written consent of the lessor”

(b) Replace clause 5 with the following clause:

Clause 5: Maintenance, repairs, alterations and additions

- (a) *The lessee shall be responsible for the maintenance and upkeep of the whole of the Property, including but not limited to the:*
 - i. *repair, replacement and maintenance of all structures, fixtures, fittings, plant, equipment and machinery in a state of good repair having regard to their condition at the commencement of the lease;*
 - ii. *repainting and redecoration of all interiors and exteriors of existing structures as well as any structures constructed on the Property after the commencement of this lease on a regular basis but in any case no less than every 5 years;*
 - iii. *disposal of all waste products, control of any pest infestation, and ensuring that the Property is kept in a clean and tidy condition at all times; and*
 - iv. *maintaining all waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service all drainage systems.*
- (b) *The lessee shall be responsible for the repair, replacement and maintenance of any damage to the Property caused by fire, flood, storm or tempest.*
- (c) *The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter the premises and view the state of repair and may serve upon the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing the lessor may at any time enter the premises and carry out the required repairs.*
- (d) *The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee’s use or occupation of the premises.*

- (e) *The lessee shall not make improvements to the Property without the prior written consent of the lessor which may be conditioned or withheld in its sole discretion. Any improvements made to the Property are at the lessee's sole cost and liability.*
- (f) *On expiration or earlier termination of the lease, unless otherwise notified by the lessor in writing, all improvements effected by the Lessee become the property of the lessor without payment, free and clear of all liens, and must be in good condition.*
- (g) *The Lessor reserves the right to require the Lessee to demolish improvements and provide a clear site to the Lessor on the expiry or earlier termination of the Lease. The Lessor may exercise this right by service of notice 12 months before the end of the term.*

- (c) Clause 7 is deleted.
- (d) Clause 10(c) is deleted.
- (e) Insert new clause as follows:

Clause 11: Pre-existing lease and licence agreements

The lessor shall assign to the lessee all current lease and licence agreements that the lessor has entered into with various tenants in relation to a part of the premises. The parties are to do all things necessary to give effect to the assignments within thirty (30) days of the commencement of this lease. Upon assignment the lessee shall assume all of the lessor's rights and obligations under each lease and licence and indemnifies the lessor from any claims arising from the assignment or a failure of the lessee to comply with the lessor's obligations under those leases and licenses.

- (f) Insert new clause as follows:

Clause 12: Requirements of Government Agencies

The lessee must comply promptly with any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or New South Wales and including all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under statutes in respect of the Lessee's use of the Property and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Property or the use of the Property.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

ANNEXURE B

Deed of Commercial Lease Terms and Conditions

Alterations to these Terms and Conditions are made in the Lease Summary.
These Terms and Conditions remain in their copyright form without alteration.

2018 Edition

Lessor:	Federation Council of 100 Edward Street, Corowa NSW 2646
Lessee:	[Name of entity; ACN] of [Address]

Contents

Clause	Description
1	Grant, renewal and holding over
2	All agreements relating to money
3	Use
4	Assignment and subletting
5	Maintenance, repairs, alterations and additions
6	Insurance and indemnity

Clause	Description
7	Damage
8	Guarantee
9	Default and termination
10	General agreements
	Execution page

1. Grant, renewal and holding over

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor

shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.

- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

First and last page of annexure must be signed by all parties

independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.

- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

2. All agreements relating to money

(a) Rent

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

(b) Rent review

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Sydney All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any

time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney.

- (iii) If the summary specifies a rent review to market for an anniversary then:

- (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
- (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
- (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the New South Wales Division of the Australian Institute of Valuers to appoint the independent expert.
- (4) The independent expert's determination shall be final and binding.
- (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
- (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (7) The independent expert must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
- (8) The lessor must provide the independent expert with such

information as the independent expert reasonably requires.

(c) Outgoings

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:
 - (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
 - (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
 - (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

(d) Other expenditure

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

(e) Bond or bank guarantee

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its

obligations under the lease and otherwise be in a form acceptable to the lessor.

- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.
- (iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.
- (v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

(f) Goods and services tax (GST)

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

(g) Interest on overdue money

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

(h) Legal costs

The lessee shall pay the lessor's reasonable legal costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
- (iii) Any breach of this lease by the lessee or the guarantor.

3. Use

- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the premises otherwise than for the purpose specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and secure the premises if the premises are left unsecured.

4. Assignment and subletting

- (a) The lessee shall not assign, sublet, part with possession or otherwise deal with the premises without the prior written consent of the lessor.
- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
 - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
 - (ii) The proposed assignee has business experience that is inferior to the experience of the lessee.
 - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

5. Maintenance, repairs, alterations and additions

- ~~(a) The lessee shall keep the interior of the premises and all fixtures and fittings in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest is excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.~~

- ~~(b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter the premises and view the state of repair and may serve upon the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing the lessor may at any time enter the premises and carry out the required repairs.~~
- ~~(c) After each 3 years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.~~
- ~~(d) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.~~
- ~~(e) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.~~
- ~~(f) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's use or occupation of the premises.~~
- ~~(g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the premises.~~
- ~~(h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing.~~

6. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
- (i) A public liability insurance policy, noting the interest of the lessor, for the premises and the business for an amount of not less than the amount specified in the summary;
 - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; and
 - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of Fire & Rescue NSW and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

7. Damage

- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation

and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or made fit for the occupation and use of the lessee.

- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or its servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2010.

8. Guarantee

In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
 - (i) The lessor may not have exercised all or any of its rights under the lease; or
 - (ii) The lessor may not have made prior demand upon the lessee; or
 - (iii) The lessor may have granted time or other indulgence to the lessee; or
 - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

9. Default and termination

- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
 - (i) Specify the breach; and
 - (ii) Specify the steps required of the lessee to rectify the breach; and
 - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.
- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

10. General agreements

- (a) **Quiet enjoyment**

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.
- (b) **Alterations**

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.
- (c) **Remove fixtures**

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings

and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) Hours

The lessee shall not occupy or permit the premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) Signage

The lessee shall not place any sign, advertisement, name or notice on any part of the premises or any property of which the premises may be part without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(f) Infrastructure repair by lessor

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) Prospective tenants or purchasers

The lessee shall at all reasonable times permit the lessor to show the premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) Service

Any notices or documents required to be served under this lease may be served in the manner described in the Conveyancing Act 1919 or may be left at the address of the lessor or lessee shown on the first page of Annexure A unless otherwise notified by either party in writing.

(i) Strata

In the event of the lessor wishing to effect a strata subdivision of any property of which the

premises may be part then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) Severance

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) Use of common property

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

EXECUTION PAGE

EXECUTED AS A DEED

THE SEAL OF FEDERATION COUNCIL was affixed)
in accordance with Reg. 400 *Local Government*)
(*General*) *Regulation 2005* and witnessed by the
following persons:

.....
Signature of Mayor

.....
Signature of General Manager

.....
Print name of Mayor

.....
Print name of General Manager

EXECUTED BY [NAME OF ENTITY; ACN])
)

.....
Signature of Director/Sole Director

.....
Signature of Director/Secretary

.....
Print name of Director/Sole Director

.....
Print name of Director/Secretary

SIGNED SEALED & DELIVERED BY [Name of)
guarantor] in the presence of:)

.....
Signature

.....
Signature of witness

.....
Print name of witness

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Appendix 4 – Conditions of EOI

By lodging a response, Respondents acknowledge their acceptance of the terms and conditions defined in this section.

1. Alterations

Federation Council reserves the right to amend or vary the terms and conditions of the EOI and will notify parties having downloaded these EOI documents from TenderLink, in writing via the TenderLink system, of any changes.

2. No Obligation

Federation Council is not obliged to accept or proceed with any responses to the EOI and may at its absolute discretion, elect not to proceed with the EOI process at any point.

3. Evaluation

The ranking of Respondents will not be disclosed at any time during or after the EOI process. The evaluation criteria shown in Section 3 will be used in the evaluation of all EOI responses.

4. Reliance

Federation Council will assume that Respondents have verified any fact or particular upon which they rely in submitting their response and that each Respondent accepts full responsibility in all these respects.

5. Evaluation Criteria

The evaluation criteria are not listed in any particular order and may not be given equal weightings. Additional information may be sought to clarify aspects of submissions received. Respondents may be invited to make a presentation to the Evaluation Panel

6. Governing Law

This EOI is governed by, and must be construed according to, the laws of New South Wales. All responses must be in accordance with the laws of NSW.

7. Legal status of Responses

Responses submitted electronically will be treated in accordance with the Electronic Transaction Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than if responses had been submitted by other means.

Signatures are not required for a response submitted electronically. A Respondent must ensure that the response is appropriately authorised by a responsible officer for electronic lodgement.

A Respondent, in lodging electronically, is taken to have accepted the conditions on the NSW Government tendering website <https://procurepoint.nsw.gov.au> and deemed to have authorised the submission of the response.

8. Questions, Additional Information and Inspections

All enquiries or clarification requests are to be made in writing via the TenderLink portal. Enquiries and requests may be made up to two business days before the closing date.

Responses to enquiries will be provided to all parties via TenderLink as addenda to the EOI, except where:

- (a) a party nominates that the enquiry relates to proprietary aspects of a proposal; and

- (b) Federation Council is of the opinion that the enquiry does relate to proprietary aspects and non-disclosure of the enquiry and the response will not adversely affect the integrity of the process.

Inspections must be scheduled and attendance pre-registered with the contact person. No inspections will be scheduled in the two business days before the closing date.

9. Changes to the Process and EOI Document

Federation Council reserves the right at its absolute discretion to change any aspect of the process detailed in the EOI. Any changes will be advised before the closing date and issued in the form of an addendum. All addenda will be posted on the TenderLink website.

10. Changes to EOI Response

A Respondent must inform the contact person in writing of any material change to the information in their response occurring after the time of lodgement and up to 90 days after the closing date, including, but not limited to:

- (a) any aspect the Respondent can no longer commit to or deliver; and
- (b) changes to consortium arrangements.

11. Related Respondents

Federation Council intends to ensure that the probity, competitiveness and cost of the EOI and any subsequent procurement stages are not materially impacted by relationships between Respondents or between the parties that comprise Respondents. Federation Council may require Respondents to:

- (a) provide relevant clarifying information;
- (b) put internal governance arrangements and procedures in place to address any probity and competitiveness concerns, and comply with such arrangements and procedures; and
- (c) provide certifications of compliance with all such arrangements and procedures.

In determining the number and identity of Short-listed Respondents, Federation Council reserves the right to take into account whether any Respondents are related ('Related Respondents'). Federation Council may:

- (a) increase the number of short-listed Respondents to ensure that two or more are not related Respondents; and
- (b) decline to short-list a Respondent if probity and competitiveness concerns cannot be adequately addressed.

12. Ownership of Responses

Upon submission, all responses become the property of Federation Council and will not be returned.

Any intellectual property rights that may exist in a response remains the property of the Respondent. Intellectual property is to be distinguished from confidential information.

In submitting a response, a Respondent grants a licence to Federation Council, its officers, employees, agents and advisers, to copy, adapt, modify, disclose or do anything else necessary to all material (including material containing intellectual property) contained in the response, for the purposes of evaluating and clarifying the response.

13. Media Announcements

Federation Council may make media announcements in relation to this EOI. Federation Council will not release the names or identifying details of Respondents who are not shortlisted and will only release such information for shortlisted Respondents with the agreement of those Respondents. Respondents are not to make any media announcements without the prior written agreement of Federation Council. Any unauthorised release may result in the Respondent being excluded from the remainder of the procurement process.

14. Costs to be Borne by Respondents

Federation Council will not be responsible for, or pay any costs or reimburse any loss, which may be incurred by any Respondent in the development of a response. Federation Council will not reimburse any costs associated with any clarifications or presentations to the evaluation panel as a result of the modification or termination of the EOI process.

15. Standards of Conduct

This EOI is conducted in accordance with government procurement policies and guidelines, including the NSW Code of Practice for Procurement, and NSW Government Procurement Guidelines – Tendering Guidelines, which are available at www.procurepoint.nsw.gov.au.

16. Confidentiality, Disclosure of Document and Privacy

Details of all responses will be treated as ‘commercial-in-confidence’. However, the level of confidentiality is subject to legislative reporting requirements and parliamentary obligations of disclosure.

Third parties have legal rights, under the Government Information (Public Access) Act 2009, to require information from the Government.

Federation Council may disclose details of the Response to its technical advisers and representatives of other government agencies to assist it during the evaluation process. All advisers will be required to sign confidentiality agreements.

17. Canvassing

All enquiries concerning this EOI must be made to the contact person.

18. Collusion

Respondents must not engage in collusive tendering, anti-competitive conduct or any similar conduct with another Respondent or any other person in relation to this EOI. Evidence of such contact may lead to the rejection of the response(s) of all Respondents involved.

19. Conflict of interest

Respondents, participants and their respective officers, employees, agents and advisors must not have any relationship, whether financial or not, with anyone working for or on behalf of the Federation Council on this project that may be seen to confer an unfair advantage. Respondents must inform the contact person of any actual or perceived conflict of interest.

20. No legal relationship

This EOI is not an offer. Federation Council is not legally bound in any way to a Respondent or obliged to proceed any further with the EOI or related processes detailed in this document.

Federation Council is not required to comment on or explain its decisions relating to the EOI process.

21. Disclaimer

To the extent permitted by law, the Respondents will have no claim or right to appeal against Federation Council or the state of New South Wales arising out of the exercise, or failure to exercise, by Federation Council of any rights under this EOI, including as a result of delays to the EOI process, nor in relation to any matters arising out of or in connection with the EOI or latter stages of the procurement process.

This EOI does not purport to contain all the information that interested parties and their advisers would desire or require in reaching decisions as to whether to lodge a response. Respondents should prepare their responses based on their own investigations and determinations and should not rely on the information contained in the EOI document.

Federation Council, its officers, employees, agents and advisers:

- (a) are not, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided to the Respondents;
- (b) do not make an express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- (c) expressly disclaim any and all liability arising from all information provided to Respondents including, without limitation, errors in, or omissions from the EOI, information provided to Respondents or arising from the negligence of Federation Council;
- (d) except so far as liability under statute cannot be excluded, accept no responsibility arising in any way from errors, or omissions from the EOI, any information provided to Respondents or arising from the negligence of Federation Council;
- (e) do not represent that they apply any expertise which can be relied upon by a Respondent or any other interested party;
- (f) have no responsibility to inform Respondents of any matter arising, or to which they become aware, which may affect or qualify any information provided to the Respondents in any way;
- (g) accept no liability for any loss or damage suffered by Respondents or any other person as a result of a Respondent or other person, placing any reliance on the content of this EOI or any information provided to Respondents; and
- (h) assume no duty of care or disclosure of fiduciary duty to Respondents or other interested party.

These requirements are in addition to, and do not limit, obligations defined elsewhere in this EOI.

Appendix 5 – Definitions

Closing Date means the date specified under Clause 3.3 (a) of this EOI or a later time and date nominated by Federation Council, and promulgated through Tenderlink.

EOI means Expressions of Interest.

Evaluation Criteria means the criteria set out in Section 3.

Evaluation Panel means the panel established by Federation Council that will evaluate responses to this EOI,

Government means the Government of NSW.

Objectives means Federation Council's objectives for this EOI, as set out in Section 1.2.

REF means Review of Environmental Factors.

Respondent means a person that submits a response under this EOI.

Response means a proposal submitted by a Respondent under this EOI.

Short-listed Respondents means a shortlist of Respondents identified by Federation Council and invited to participate in the Stage 2 of the EOI.

Successful Proponent means the Respondent(s) as party to a commercial agreement with Federation Council as a result of this EOI.

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INVITATION FOR EXPRESSIONS OF INTEREST

Corowa Aerodrome, Corowa NSW 2646

SCHEDULE A RESPONDENT INFORMATION FORM

EOI CM NUMBER 18/49928.

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Schedule A – Respondent Information Form

1. Provide a cover letter confirming interest of the Respondent.
2. Provide a description of:

Where consortia are involved, details are to be provided by each party.

Legal Entity	
Company Name	
ABN	
Business Address	
City / Town	
State	
Office Phone	
Office Fax	
Email Address	
Website	
Respondent Contact Name	
Position	
Mobile Phone	
Direct Phone	
Email Address	

Ownership Structure

Brief history of the organization

Core business activities and areas of expertise

Financial position
<p>Please provide the latest financial statements and provide a statement regarding the financial capacity to support the long term operation and development of the aerodrome.</p>

3. Relevant experience containing a description of the nature and size of past relevant projects of similar characteristics.

Project 1	
Project Name	
Brief description of scope of project and achievements	
Approximate value of the project	
Start date	
Reference contact name and phone/email	
Project 2	
Project Name	
Brief description of scope of project and achievements	
Approximate value of the project	
Start date	
Reference contact name and phone/email	
Project 3	

Project Name	
Brief description of scope of project and achievements	
Approximate value of the project	
Start date	
Reference contact name and phone/email	

Add additional experience if desired

4. Biography of key management personnel.

Personnel 1	
Name	
Position	
Education	
Years in the Industry	
Brief experience summary	
Personnel 2	
Name	
Position	
Education	
Years in the Industry	
Brief experience summary	

Add additional experience if desired

5. Description of Proposed Business Model

Nature of business operations to be conducted at the Aerodrome
Please specify type of operation(s) envisaged and target market application, e.g. advanced flying training for airlines; maintenance repair and overhaul; aviation property etc)

Level and purpose of investment contemplated

Please advise indicative level of capital expenditure envisaged over the first ten years of operation and the nature of that investment, e.g. hangars, training facilities, maintenance facilities etc

Likely employment to be generated in the region

Please indicate anticipated level of direct employment (e.g. pilots, engineers, management etc) associated with the proposed business, and provide estimates of indirect employment that might be spun off from this (e.g. accommodation; supplies of goods and services etc)

Other social and economic impacts anticipated in the region

Please indicate estimates of the impact on other sectors of the local economy, and the community in general e.g. tourism, students brought to the region, enhanced educational opportunities, improved air access etc)

Commentary on Draft Agreement to Lease and Lease Document

Please advise acceptance or key terms or nominate alternative terms for negotiation. Also specify preferred Lease period and key financial parameters.

6. Observance of Local Government Local Environmental Plan (LEP) Development Requirements

Requirement	Response
Proponent indicates awareness of and commitment to observing Local Government Local Environmental Plan (LEP) Development Requirements	Yes/No

7. Supplementary Information

Respondents are encouraged to make submissions in the above tables brief but may provide additional information as additional attachments to their EOI.