

## DEED OF LICENCE

**THIS DEED** is made on \_\_\_\_\_, 2025

**BETWEEN** Lachlan Shire Council (ABN 82 815 250 829) of 58-64 Molong Street, Condobolin, NSW 2877 (**Licensor**)

**AND** Randwick Downs Pty Ltd (ACN 093 608 943) of 2 Coolabah Drive, Clifton Grove Orange, NSW 2800 (**Licensee**).

## BACKGROUND

- A. The Licensor is the registered proprietor of Lot 12 DP 1077845 being part the whole of the land in Certificate of Title Folio Identifier 12/1077845 known as the Condobolin Aerodrome.
- B. Erected on part of the land on an area of approximately 900 m<sup>2</sup> as shown on the sketch annexed as Schedule 2 hereto and more particularly described in Item 1 of Schedule 1 (**Licence Area**) is an aircraft hangar which has been constructed by the Licensee.
- C. The Licensor agrees to grant to the Licensee the right to occupy the Licence Area for the term and upon the conditions set forth in the operative part of this Deed.

## OPERATIVE PART

- 1.1 SUBJECT TO the Licensee performing and observing the conditions set out in this Deed, the Licensor HEREBY GRANTS to the Licensee the right to use and occupy the aircraft hanger on the land shown as Licence Area on the Sketch hereto marked as Schedule 2 (**Licence**).
- 1.2 The parties agree that the Commencement Date of the Licence is the date set out in Item 2 of Schedule 1.
- 1.3 The parties agree that Termination Date is the date set out in Item 3 of Schedule 1.
- 1.4 The parties agree that the Term of the licence is the term set out in Item 4 of Schedule 1.
- 1.5 The Licensee agrees to pay to the Licensor the Licence Fee and Bond as set out in Item 5 of Schedule 1 in accordance with the terms of payment of the Licence Fee set out in Item 6 of Schedule 1.
- 1.6 The Licensee warrants that it holds all necessary statutory licences required to operate and house, repair and maintain the aircraft kept on the Licence Area and agrees to pay all fees, costs and other sums payable in respect of any Licence or permission granted

by any competent authority in respect of the improvements on the Licence Area and its occupation thereof.

- 1.7 The Licensee must maintain the improvements on the Licence Area in good order and condition and must comply with all relevant statutory requirements and the requirements of any competent authority in relation to those improvements.
- 1.8 The Licensee must effect and maintain a policy of liability insurance during the Term and any extended period of occupation for the sum not less than the Insurance sum referred to in Item 7 of Schedule 1 AND evidence of such Insurance cover shall be produced to the Licensor on request.
- 1.9 The Licensee must insure all improvements on the Licence Area for damage by fire during the Term AND the Licensee shall provide evidence of such insurance, which shall include cover for removal of debris to the Licensee prior to the date hereof.
- 1.10 The Licensee indemnifies the Licensor for:
  - A. any injury or damage caused to any person or property of the Licensor, the Licensee or any third party howsoever arising from the Licensee's occupation and use of the Licence Area
  - B. any damage to the Licence Area or any improvements on the Licence Area to the extent that such damage is caused or contributed to by the Licensee.
- 1.11 The Licensee must maintain all fencing separating the Licence Area from the remainder of the Licensor's land in a robust, tidy and stock proof condition at its own expense and to generally maintain the Licence Area in a clean and tidy condition.
- 1.12 The Licensee must permit the Licensor or its employees, contractors or agents at all times during the Term to enter the Licence Area for the purpose of inspecting the state thereof and the Licensee shall promptly comply with any order issued by the Licensor to repair or alter the improvements on the Licence Area.
- 1.13 The Licensee must observe all statutory provisions and regulations for the time being in force and the requirements of any competent authority relating to the storage or use of inflammable or explosive substances on the Licence Area.
- 1.14 The Licensee must not assign or attempt to transfer or part with possession of the Licence Area or any part thereof without first obtaining the written consent of the Licensor and such consent shall not be unreasonably withheld.
- 1.15 The Licensee shall remove its improvements from the Licence Area at its own cost and expense and make good the Licence Area prior to the conclusion of the Term and if the

Licensee fails to do so the Licensor may carry out any necessary restoration work and recover the full cost thereof from the Licensee as a debt.

- 1.16 This Deed is not intended to create the relationship of landlord and tenant in the parties and the Licensee acknowledges that this Deed does not confer the Licensee with a proprietary interest in the Licence Area.
- 1.17 The Licensor may terminate this Licence prior to the Termination Date upon one month's notice by the Licensor to the Licensee upon the happening of the following events:
- A. Default in payment of the Licence Fee by the Licensee within one (1) month of the due date for payment.
  - B. Default by the Licensee of any of the obligations contained in clauses 1.6 to 1.15 inclusive or the failure to remedy any breach of any of those obligations within a reasonable time as specified by the Licensor.
  - C. The Licensee being de-registered by ASIC or upon the registration of a winding up order.
  - D. The Licensor subdividing lot 12 in DP 1077845 in order to create a separate title for the Licence Area and the Licensee declining to accept a lease of the Licence Area pursuant to clause 1.18.
- 1.18 In the event that the Licensor subdivides Lot 12 in DP 1077845 in order to create a separate title for the Licence Area (**New Lot**), the following provisions apply:
- A. The Licensor agrees, but only during the Term, not to sell or lease or agree to sell or lease the New Lot to any person or entity other than the Licensee unless the Licensor has first offered in writing to sell or lease the new lot to the Licensee at a price not greater than the price at which the New Lot is actually sold or leased or agreed to be sold or leased and upon terms as to payment and otherwise not less favourable to the Licensee than the terms upon which the new lot is actually sold or leased or agreed to be sold or leased and the Licensee has not accepted that offer within fourteen (14) days after the receipt thereof by the Licensee.
  - B. Where the Licensor proposes to sell the New Lot at auction, the Licensor shall be deemed to have complied with its obligations pursuant to clause 1.18(A) if it has given to the Licensee not less than twenty one (21) days' notice in writing of the proposed auction sale.
  - C. The Licensor shall not be prohibited from entering into and giving effect to a contract to sell or lease the New Lot to any person or entity conditionally upon the Licensee's rejection of any offer of sale or lease or both of the New Lot made in accordance with this clause.
- 1.19 The Licensee may end this Licence at any time prior to the Termination Date by giving not less than three (3) months prior written notice to the Licensor and vacating the

Licence Area within that period whereupon this Licence will be at an end and all advance payments of the Licence Fee shall be forfeited to the Licensor.

- 1.20 Any notice or request shall be in writing in accordance with Section 170 of the Conveyancing Act, 1919.
- 1.21 The Licensee is responsible for the legal fees incurred by the Licensor in preparing, negotiating and enforcing this Licence.

**SCHEDULE 1 – IMPORTANT TERMS**

Item 1	<b>Licence Area</b>	The area shown as the Licence Area on the sketch annexed hereto as Schedule 2 with an area of approximately 900 m2 and being part of the lot 12 in DP 1077845 comprised in Certificate of Title Folio Identifier 12/1077845.
Item 2	<b>Commencement Date</b>	01 July 2023
Item 3	<b>Termination Date</b>	30 June 2026 unless terminated pursuant to clause 16 by the Licensor or by the Licensee pursuant to clause 18
Item 4	<b>Term</b>	Three (3) years unless terminated pursuant to clauses 16 and 18
Item 5	<b>Licence Fee and fee review</b>	<p>5.1 For the first year of the Licence - \$667.00 per annum including GST (<b>Licence Fee</b>)</p> <p>5.2 For the second year of the Licence — The Licence Fee for the first year increased an amount as represents the percentage increase in the Consumer Price Index All Groups All States (“CPI”) calculated and ascertained by dividing that annual rent by the value of the Index Points published by the Commonwealth of Australia as part of the CPI as at the quarter immediately preceding the date that the first year commences and multiplying the result thereof by the value of the Index Points aforesaid as at the quarter immediately preceding the date of the commencement of the second year. Any necessary adjustment of the Licence Fee shall be made by the parties upon the relevant data being made available and shall not be affected by any waiver, indulgence or delay on the part of the Licensor.</p> <p>5.3 for the third year of the Licence — The Licence Fee for the second year increased by CPI using the method as set out in Item 5.2 but substituting references in that clause to "the first year" with "the second year" and references to "the second year" with "the third year".</p> <p>5.4 The Licence Fee in any one year shall not be less than \$667.00 including GST.</p> <p>5.5 A Bond equivalent to two weeks rent including GST is payable upon entering into this Licence (\$25.65).</p>
Item 6	<b>Payment Terms</b>	Annually in advance, the first payment is to be made on or before the date hereof
Item 7	<b>Insurance</b>	\$20,000,000.00

**SCHEDULE 2 - SKETCH**

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**EXECUTED AS A DEED**

**EXECUTED** for and on behalf of

**LACHLAN SHIRE COUNCIL** (ABN)

82 815 250 829)

Under delegated authority by its

duly authorised officer \_\_\_\_\_

in the presence of:

**EXECUTED** for and on behalf of

**RANDWICK DOWNS PTY LTD**

(ACN 093 608 943) pursuant to

S.127 Corporations Act, 2001 by

its duly authorised officer:

\_\_\_\_\_  
ANTHONY PAUL SLADE

Sole Director & Sole Secretary



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Lachlan Shire Council  
 58 64 Moore Street  
 PO Box 762  
 Concedon NSW 2877  
 Fax: (03) 6875 3478  
 www.lachlan.nsw.gov.au

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Projection: GDA94 / MGA zone 55  
 Date: 30/07/2020  
 Created By: Karen Worthington

**SCHEDULE 2**  
**Approximate licence area**  
**shown in red outline around**  
**existing hangar on Lot 12 DP**  
**1077845**