

Lands Office ref.

IMN91 H 1 23

LICENCE

Licence Number

L 190314

Crown Lands Act 1989 - Section 34

MINISTER

The Minister for Conservation and Land Management, being the Minister administering the Crown Lands Act 1989, (*hereinafter referred to as the Minister*)

grants to

LICENSEE

HEATHCOTE SOARING LEAGUE INC.
P.O. BOX 214, SUTHERLAND NSW 2232

(*hereinafter referred to as the Holder*)

a Licence pursuant to the provisions of Section 34 of the Crown Lands Act 1989 in respect of the land described hereunder and subject to the terms and conditions contained in the following 15 pages and Schedule 1, and in any additional Schedule or documents referred to in Schedule 1.

EXECUTION

Dated this 1st day of Feb **1993**

THE MINISTER

THE HOLDER

In consideration of the grant of this Licence I/we agree to be bound by the terms, conditions and provisions of the Licence.

DESCRIPTION OF LAND

PART 1

Local Government Area:	CITY OF WOLLONGONG
Land District:	METROPOLITAN
County:	CUMBERLAND
Parish:	SOUTHEND
Locality:	MADDENS PLAINS
Portion Number:	PART PORTION 73
Section:	
Lot or Lots:	
Plan/diagram Number:	SEE PART 2 HEREUNDER
Area:	ABT. 5 HA

PART 2

TEXT DESCRIPTION : DIAGRAM ANNEXED AS SCHEDULE 3
Note - a Table of Contents appears at the end of this Licence (6.001)

1 Definitions

In this Licence unless the contrary intention appears:

"*CLA*" means the Crown Lands Act 1989

"*Commencement Date*" means the date on which this Licence is stated to commence.

"*Holder*" means the person described as the Holder on the front page of this Licence.

"*Improvements*" means all buildings structures facilities works plant and equipment situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"*Land*" means the land specified on the front page of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"*Licence*" means this Licence including the Schedules and Annexures hereto.

"*Minister*" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"*Premises*" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"*Regulations*" means the Crown Lands Regulation 1989.

"*Rent*" means the rent provided for in this Licence .

"*Term*" means the period commencing on the "Commencement Date" and terminating on the "Termination Date" .

"*Termination Date*" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

2 Plurals and Genders

(a) Words importing the singular number shall include the plural and vice versa.

(b) Words importing the masculine gender shall include the feminine or neuter and vice versa.

(c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

3 Contra proferentem

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

4 Headings and plans and Code Numbers

(a) Headings and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.

(b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.

(c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

5 Clauses and Schedules

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

6 Statutes

(a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.

(b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

7 Joint and Several Covenants

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

8 Severability

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

9 Applicable Law

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

10 Licence a "Holding" for purposes of the CLA

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

11 Performance of Functions etc.

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

12 Authorised Officer

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

13 Minister as Public Authority

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

14 Approval by the Minister

(a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.

(b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

15 Opinion of the Minister

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

16 Holder to pay Cost of Work

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

17 Notices

(a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.

(b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.

(c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

18 Manner of Payment of Rent and Other Moneys

The rent and other moneys payable in accordance with this Licence shall be paid to the Director-General, Department of Conservation and Land Management at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

19 Time to be of the essence

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

20 Whole Agreement

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the CLA which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

21 Permitted Use

(a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.

(b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

22 Holder not to Commit Nuisance etc.

The Holder will not at any time during the Term of this Licence:

(a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.

(b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.

(c) use the premises for any illegal activity.

(6.024)

23 No Residence on Premises

The Holder will not reside or permit any other person to reside on the premises. (6.025)

24 Premises not to be Used for Business Purposes

The Holder will not use the Premises or any part thereof for any business purpose calling or trade or permit any form of business calling or trade to be conducted therein. (6.026)

25 Commencement and Revocation of Licence

(a) This Licence shall commence on the date specified or referred to in Column

2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.

(b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.

(c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.

(d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence.
(6.027)

26 Payment of Rent (No CPI)

(a) For the purposes of this clause:

" *Due Date* " means each anniversary date of the Commencement Date.

" *Initial Rent* " means the rent specified in Column 2 of Item 13 of Schedule 1.

" *Market Rent Review Date* " means the date of the expiration of each period of years as specified or referred to in Column 2 of Item 14 of Schedule 1 calculated from the Commencement Date.

" *Market Rent Review Period* " means the period between each Market Rent Review Date.

(b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent as hereinafter provided.

(c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance calculated as hereinafter provided.

(d) On the first market Rent Review Date after commencement and on each Market Rent Review Date thereafter the rent may be redetermined by the Minister pursuant to the provisions of Section 142 and 143 of the CLA.

(e) A redetermination of rent for the purposes of subclause (d) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.

(f) Where the Minister does not redetermine the rent as provided for in subclause (d) he may redetermine the rent pursuant to the provision of Sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.

(g) Where the Minister does not redetermine the rent on a First Market Rent Review Date or a Market Review Date as provided for in subclause (d) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.

(h) Subject to the provisions of subclause (i) a redetermination of rent as provided for in subclauses (d) (f) and (g) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section

142 of the CLA even if an objection or appeal under that Section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.

(i) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (e) shall take effect from the relevant Market Rent Review Date even if an objection or appeal under Section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.

(j) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this Licence. (6.032)

27 Continuing Obligation

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

28 Holder to Pay Rates etc

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

29 Holder to Pay Other Charges

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

30 Holder to Pay for Services

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

31 Holder not to Impose Liability on Minister

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence even though the Holder is entitled so to do under any law present or future or otherwise. (6.042)

32 Holder not to undertake Development without consent, notwithstanding any other provision of this Licence

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by

an Environmental Planning Instrument or condition of a development consent.
(6.043)

33 Development Consent

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

34 Compliance with Statutes

(a)The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.

(b)The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.
(6.045)

35 Holder not to deal with Licence or part with possession of Premises

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

36 Revocation on the Request of the Holder

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

37 Interest on Overdue Money

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

38 Failure to Pay Money or Undertake Works

(a)Where under this Licence the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Minister in respect of any such payments on demand.

(b)Where under this Licence the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Minister were the Holder and for that purpose the Minister the Minister's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting any such work or thing and the Holder will reimburse the Minister for the cost of the doing or effecting the work or thing on demand. For the purposes of this clause the word cost shall include any sums paid for any

insurance indemnities under the laws relating to workers compensation.

(c)The Holder expressly agrees that any money or cost payable to the Minister under this clause shall constitute a debt owed by the Holder to the Minister and may be recovered by the Minister accordingly.

(d)Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land") . The Holder irrevocably grants to the Minister the Minister's officers agents contractors and workmen a licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Clause.

In exercising any power conferred by this subclause the Minister the Minister's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.

(e)The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Licence and the Minister may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Licence as if such expiration or sooner determination had not taken place. (6.053)

39 Indemnity

(a)For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.

(b)The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder.

(c)The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination. (6.054)

40 Construction of Improvements not Permitted

(a) For the purposes of this clause "Improvement" means any building structure facility or work.

(b)The Holder will not construct effect erect or undertake any Improvements on the Premises. (6.066)

41 Premises to be kept in clean and tidy condition

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

42 Minister's Right to Enter Inspect and Repair

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

43 Certain Trees and Vegetation not to be interfered with

The Holder will not damage harm kill or destroy the trees and vegetation specified in Column 2 of Item 42 of Schedule 1. (6.105)

44 Holder to provide Security

(a) The Holder will on or before the date specified in Column 2 of Item 44 of Schedule 1 lodge with the Minister the sum specified in Column 2 of Item 45 of Schedule 1 in cash as security for the fulfilment of the obligations of the Holder under this Licence. In the event that the Holder fails to fulfil any of his obligations under this Licence the said sum may be applied at the absolute discretion of the Minister towards the cost of fulfilling such obligations. For the purpose of this clause the Holder will be deemed to have failed to fulfil his obligations under this Licence if the Holder fails to comply with any condition covenant or provision of the Licence any provision of the CLA or regulations made thereunder or any condition requirement or direction imposed or given pursuant to a condition covenant or provision of this Licence or any provision of the CLA or regulations made thereunder.

(b) The Holder will be entitled to provide by way of an alternative to the cash security required by subclause (a) of this clause security in the form of a banker's certificate (in such form and issued by such bank as the Minister may approve) or in such other form as the Minister may approve.

(c) (i) Subject to sub-paragraph (ii) the Minister may at any time or times after the expiration of the period of years specified in Column 2 of Item 46 of Schedule 1 from the commencement of this Licence review the amount of security required in accordance with subclause (a) hereof and increase or decrease the amount to be lodged.

(ii) Not more than one variation in the amount of security shall be made under sub-paragraph (i) during any period of years as specified in Column 2 of Item 46 of Schedule 1.

(d) Where the amount of security has been increased pursuant to clause (c) hereof the Holder will within two (2) months of being required so to do by the Minister lodge a further security in cash or in the form of a banker's certificate (in such form and given by a bank approved by the Minister) or other approved form of security for the amount of security required in which case the Minister shall where appropriate refund or release to the Holder the security previously lodged;

(e) Where the amount of the security has been decreased pursuant to the clause (c) hereof:

(i) the Holder (if the security was by way of banker's certificate) will lodge if required by the Minister cash or a banker's certificate (in a form and given by a bank approved by the Minister) or other approved form of security for the amount of security required in which case the Minister shall release to the Holder the banker's certificate previously lodged;

(ii) the Minister shall if the security was by way of cash refund or release to the Holder the difference between the amount of cash previously lodged as security

and the amount of security now required.

(f)The Holder expressly acknowledges that where the Holder has requested that the Minister consider granting a Licence over the Premises to a third person the Minister shall be entitled to retain any security lodged by the Holder pursuant to this clause until such time as a new Licence has been granted and shall be entitled to apply any such security in accordance with the provisions of this Licence. (6.109)

45 Holder to Eradicate Noxious Plants Animals etc.

The Holder will take steps to eradicate or control all noxious plants noxious animals and noxious insects on the Land which he may by law be required to eradicate or control. (6.115)

46 Soil Conservation Act

The Holder will comply with the provisions of the Soil Conservation Act 1938. (6.116)

47 Holder Not to Burn Off

The Holder will not carry out any burning off on the Land except with the prior consent of the Minister in writing and after compliance with the requirements of the Bush Fire Act 1949. Any consent granted in accordance with this condition shall be subject to such conditions as the Minister may impose. (6.118)

48 Minister not liable to provide Access

The Holder acknowledges that the Minister is not liable to provide access to the Premises over other land held by the Minister or any other land. (6.121)

49 Holder not to take Timber

The Holder will not interfere with by ring-barking or otherwise any trees or saplings on the land licenced except under the authority of a permit issued under the provisions of the Forestry Act 1916. (6.122)

50 Holder not to remove Materials

(a)The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.

(b)Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

(c)The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

51 Holder to Yield Up

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

52 No Right to Purchase etc.

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

53 Special Conditions

The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

IDENTIFICATION SURVEY

An identification survey shall be undertaken by a registered surveyor to determine the common boundary between portions 160 and 73 and that the area to be developed by the club is not within 30 metres of watercourses or swamp lands within portion 73.

SCHEDULE 1

<u>Item</u>	<u>Code No.</u>	<u>Column 1</u>	<u>Column 2</u>
1	6.019	Holders address for service of notices	PO Box 214 Sutherland NSW 1499
2	6.019	Ministers address for service of notices	PO Box 878 Blacktown NSW 2148
3	6.020	Address for payment of rent	GPO Box 39 Sydney 2001
4	6.023	Purpose for which premises may be used	Flying Model Aircraft
5	6.027	Commencement date	The date specified on page 1 of the licence being the date of execution of the licence by the minister
13	6.032	Initial rent	\$600.00
14	6.032	Market rent review period	Triennial
42	6.105	Trees and vegetation to be preserved	All trees and vegetation on the land outside the area of the landing strip
44	6.109	Date by which security to be provided	To be returned with signed licence documents
45	6.109	Amount of security to be provided	\$1000
46	6.109	Security review period	Triennial
71	6.201	<u>Special conditions or provisions</u>	Annexed as schedule 2

SCHEDULE 2

Special Conditions

IDENTIFICATION SURVEY

An identification survey shall be undertaken by a registered surveyor to determine the common boundary between portions 160 and 73 and that the area to be developed by the club is not within 30 metres of watercourses or swamp lands within portion 73.

SCHEDULE 3

