

## APPLICATION FOR SUB-LEASE

This Application is made by the party or parties set out in Item 1(a) & (b) of the Schedule (“the Sub-lessee”) and is made to the party or parties described in Item 1(c) of the schedule (hereinafter referred to as “the Lessee”) and to Jandakot Airport Holdings Pty Ltd of 16 Eagle Drive, Jandakot Airport, WA,6164 (“the Lessor”).

Now by this Application:

1. The Sub-lessee hereby applies to take by way of Sub-lease from the Lessee all or part of the premises particulars of which lease are set out in Item 2 of the schedule (“the premises”) subject always to the Lessor’s consent thereto.

To enable the Lessor to consider this application the proposed Sub-lessee must complete the information required in item 3 and 4 of the schedule.

2. After the execution hereof the parties acknowledge and agree that the Lessor shall instruct the Lessor’s solicitors to prepare a formal Deed of sub-lease which shall contain all the usual terms, covenants and conditions necessary to protect the interests of the Lessor, and the Sub-lessee and the Lessee agree to execute the Deed within seven days of presentation of the Deed to each respective party. Until such execution this Application merely records the intention of all parties and is non binding.
3. Where the Sub-lessee is a corporate body the Sub-lessee shall as a condition of the Lessor’s consent arrange for the directors thereof or such other party or parties as may be acceptable to the Lessor as set out in Item 1(b) of the schedule to personally guarantee the undertaking of the Sub-lease and evidence such guarantee by executing the formal Deed.
4. Any stamp duty payable on this document and the Lessor’s solicitor’s reasonable costs of preparation of the formal Deed and stamp duty levied thereon and reasonable costs for processing this application shall be paid by the Sub-lease to the Lessor or the Lessor’s solicitors at the direction of the Lessor.
5. The Sub-lease warrants that the information contained in Annexure “A” attached hereto and signed by the Sub-lessee with respect to this proposed assignment is true and correct in all details.
6. All parties acknowledge that the provisions of the lease between the Lessor and the Lessee are not amended or varied should this proposed sub-lease proceed.

We the undersigned, intending sub lessees of:

Site..... Building No..... Jandakot Airport. WA 6164

Confirm that we have read the lease agreement detailed above and where applicable subsequent agreements relative to these premises and agree to the terms and covenants set out in the said documents.

I/we agree to pay the Lessors estimated legal fees of \$..... (inclusive of GST) and assignment fees of \$..... (inclusive of GST) payable to Jandakot Airport Holding Pty Ltd.

This application was executed by the **Sub-Lease** on the ..... day of .....20.....

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This application was executed by the **Guarantors** on the on the ..... day of .....20.....

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This application was executed by the **Lessee** on the on the ..... day of .....20.....

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This application for Assignment was accepted by the **Lessor** on the ..... day of .....20.....

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## THE SCHEDULE

**Item 1**

<p>a) The Sub-Lessee</p> <p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>	<p>ABN .....</p> <p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>
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b) The Guarantors (Applicable if the Sub-Lessee is a Company, Trust, Corporation or if otherwise required)

<p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>	<p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>
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b) The Lessee (Tenant)

<p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>	<p>Full Name .....</p> <p>Address .....</p> <p>Occupation .....</p> <p>Phone .....</p> <p>Fax .....</p> <p>Email .....</p>
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**Item 2 - Details of the Lease**

Current Lessee .....

The Premises .....

Commencement Date .....

Term ..... Optional Term .....

Present Rental \$ ..... Per Annum Plus GST @ 10%

Next Review Date.....

**Item 3 - Terms of Sub – Lease**

Proposed Date .....

Proposed Term .....

Premises ..... Area Plan annexed?..... YES / NO

Commencing Rent \$ ..... Per Annum Plus GST @ 10%

\$ ..... Per Calendar Month Plus GST @ 10%

Portion of Rates / Taxes / Outgoings Payable ..... %

Rent Review Provisions .....

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Intended Use of Sub-leases Premises .....

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**Item 4 - Referees**

Names and contacts details of 2 Trade/Business referees for Assignee:

Full Name .....	Full Name .....
Address .....	Address .....
.....	.....
Phone .....	Phone .....
Email .....	Email .....

## ANNEXURE "A"

**Statement of Assets and Liabilities of** (Sub-lessee) .....

**Assets**

Real Estate (show address of property and title particulars if known)	1 .....	\$ .....
	2 .....	\$ .....
Bank Accounts	1 .....	\$ .....
	2 .....	\$ .....
Motor Vehicles	1 .....	\$ .....
	2 .....	\$ .....
Other	1 .....	\$ .....
	2 .....	\$ .....
<b>Total Assets</b>		<b>\$ _____</b>

**Liabilities**

Mortgages	1 .....	\$ .....
	2 .....	\$ .....
Overdraft/Credit Card	1 .....	\$ .....
	2 .....	\$ .....
Other	1 .....	\$ .....
	2 .....	\$ .....
<b>Total Liabilities</b>		<b>\$ _____</b>

**Summary**

	<b>Total Assets</b>	<b>\$ _____</b>
	<b>Total Liabilities</b>	<b>\$ _____</b>
	<b>Excess of Assets</b>	<b>\$ _____</b>

I/we hereby declare that the information herein contained is true and correct and that I/we have never been bankrupt or insolvent or assigned my/our estates for the benefits of my/our creditors.

**Please note** that the above may materially affect the Lessor's consideration of the application to assign the lease.

**Please note** that acceptance of Sub-lessee does not imply consent to a "landlords waiver".

Dated this ..... day of ..... 20 .....

Signature ..... Signature .....