

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
LEASE
FORM APPROVED BY THE REGISTRAR-GENERAL

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LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

That portion of the land comprised and described in Certificate of Title Volume 6250 Folio 934 (being more particularly the whole of Allotments 9, 10, 11, 12, 13, 14, 15, 18 and 19 in Filed Plan 159105, the whole of Allotment 6 in Deposited Plan 58584 and the whole of Allotment 2 in Deposited Plan 93007) and the whole of the land comprised and described in Certificate of Title Volume 5696 Folio 19 (being more particularly the whole of Allotment 88 in Filed Plan 156723), being more particularly that area bounded and coloured in blue on the plan annexed hereto as Attachment A.

ESTATE & INTEREST

Fee Simple.

LESSOR (Full name and address)

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 83 Pirie Street, Adelaide SA 5000.

LESSEE (Full name, address and mode of holding)

ADELAIDE HILLS COUNCIL a body corporate pursuant to the *Local Government Act 1999* (SA) of 63 Mount Barker Road, Stirling SA 5152.

TERM

NINETY NINE (99) YEARS

COMMENCING ON the **Date of this Lease** (as defined at clause 1.1.4 of this Lease).

AND

EXPIRING ON the Ninety Ninth (99th) anniversary of the Date of this Lease

together with the right of renewal set out in clause 5.8 (if any).

RENT AND MANNER OF PAYMENT (or other consideration)

\$1.10 (GST inclusive) per annum, if demanded by the Lessor and such rent is only payable if demanded by the Lessor.

IT IS CONVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed ~~*herein / *in Standard Terms and Conditions No. _____~~ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

CONSENTS

DATED.....

CERTIFICATION **Delete the inapplicable*

Lessor(s)

*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>
<Capacity of certifying party>

for: <Company name>

on behalf of the Lessor

Lessee(s)

*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>
<Capacity of certifying party>

for: <Company name>

on behalf of the Lessee

LEASE TERMS AND CONDITIONS

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1. INTERPRETATION

1.1 Definitions

In this Lease unless the contrary intention appears:

- 1.1.1 **Business Day** means any day that is not a Saturday, Sunday or a public holiday in Adelaide, South Australia;
- 1.1.2 **Commencement Date** means the 'Commencing On' date as set out on page 1 in the panel titled 'Term' (which, for the avoidance of doubt, is the Date of this Lease as defined at clause 1.1.4 of this Lease);
- 1.1.3 **Common Area** means those portions of the Land (if any) dedicated by the Lessor from time to time for common use by the Lessee and other tenants and occupiers of the Land including, but not limited to, all driveways, access and egress roads and car parks;
- 1.1.4 **Date of this Lease** means the date that this Lease is executed by the last of the parties, being that date specified above the execution blocks (on page 20) of this Lease;
- 1.1.5 **Default Interest Rate** means a rate of interest equal to the Large Business Variable Indicator Lending Rate published on the Reserve Bank of Australia's webpage entitled "*Lenders' Interest Rates*" published 25 Business Days after the end of each month by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to the relevant provision of this Lease;
- 1.1.6 **GST** means the tax imposed by the GST Law;
- 1.1.7 **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 1.1.8 **Land** means the land as set out in Item 1 of Schedule 1;
- 1.1.9 **Lease** means this lease and includes all schedules, annexures and attachments (if any);
- 1.1.10 **Lessee** means the party set out on page 1 in the panel titled 'Lessee' together with its successors, permitted assigns or sublessees, and where relevant includes the Lessee's officers, employees, agents, contractors, invitees and any other party claiming through or authorised by the Lessee;
- 1.1.11 **Lessee Improvements** means all buildings, fixtures, fittings, structures, fencing, equipment or any other improvements on the Premises and all services from time to time, but excluding any Lessor Improvements;
- 1.1.12 **Lessee Outgoings** means the outgoings payable by the Lessee as set out in Item 4(a) of Schedule 1 (noting that at all times the utilities, telephone and cleaning for the Premises under clause 3.4 are payable by the Lessee);
- 1.1.13 **Lessor** means the party set out on page 1 in the panel titled 'Lessor' or the registered proprietor of the Land from time to time;
- 1.1.14 **Lessor Improvements** means the improvements set out in Item 9 of Schedule 1;
- 1.1.15 **Lessor Outgoings** means the outgoings payable by the Lessor as set out in Item 4(b) of Schedule 1;
- 1.1.16 **Permitted Use** means the use of the Premises as set out in Item 3 of Schedule 1;
- 1.1.17 **Premises** means the premises as set out in Item 2 of Schedule 1;
- 1.1.18 **RCL Act** means the *Retail and Commercial Leases Act 1995* (SA);
- 1.1.19 **Rent** means the rent payable as set out on page 1 in the panel titled 'Rent and Manner of Payment' and where relevant includes any rent review under the terms of this Lease;

1.1.20 **Term** means the initial term as set out on page 1 in the panel titled 'Term' and where relevant includes any period during which the Lessee holds over or is or remains a tenant or is in occupation of the Premises under the terms of this Lease.

1.2 Interpretation

1.2.1 A reference to any legislation or to any provision of any legislation includes:

- (a) all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
- (b) any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

1.2.2 None of the covenants and powers implied in a lease under the *Real Property Act 1886* (SA) will apply to this Lease unless they are expressly provided for in this Lease.

1.2.3 Where two or more persons comprise the Lessee, this Lease binds them jointly and severally.

1.2.4 Words importing the singular will include the plural and vice versa.

1.2.5 Words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures.

1.2.6 Any word importing a gender includes all other genders.

1.2.7 Any reference to a person will include a corporate body and vice versa.

1.2.8 A reference to a party includes that party's administrators, substitutes, successors and permitted assigns, including but not limited to any succession arising from a machinery of government change.

1.2.9 A reference to a financial year means an Australian standard financial year commencing 1 July of the relevant year and ending on 30 June of the following year.

1.2.10 A reference to dollars is to Australian dollars.

1.2.11 A reference to a party, clause, schedule, annexure or attachment is a reference to a party, clause, schedule, annexure or attachment of this Lease.

1.2.12 A reference to a clause number refers to all of its subclauses.

1.2.13 Headings are for convenience of reference only and will not affect the construction or interpretation of the covenants of this Lease.

1.2.14 All moneys payable by the Lessee to the Lessor under this Lease will be recoverable as a debt or as rental in arrears and if no date or time for payment is specified will be payable on demand.

1.2.15 Anything which the Lessee is required to do under this Lease will be done at the cost in all things of the Lessee and to the reasonable satisfaction of the Lessor.

1.2.16 Nothing in this Lease is to be interpreted against a party solely on the basis the party put forward this Lease or any part of it.

1.2.17 If anything is to be done on a day which is not a Business Day then it may be done on the next Business Day.

1.2.18 A reference to time is a reference to the time in Adelaide, South Australia.

1.2.19 The word "or" is not exclusive.

1.3 Proper Law and Jurisdiction

1.3.1 The laws in force in South Australia will apply to this Lease.

1.3.2 The parties agree that the courts of South Australia will have exclusive jurisdiction to determine any proceedings in relation to this Lease.

1.4 **Waiver**

1.4.1 A waiver of any provision of this Lease must be in writing and signed by the party or a person duly authorised to execute such a document on a party's behalf.

1.4.2 No waiver by a party of a breach of a term or condition contained in this Lease will operate as a waiver of another breach of the same or of any other term or condition contained in this Lease.

1.4.3 The failure of either party to enforce at any time any of the provisions of this Lease must not be interpreted as a waiver of such provision.

1.5 **Modification**

Any modification of this Lease must be in writing and executed by each party.

1.6 **Read Down and Severance**

If any term or condition of this Lease is for any reason unlawful, void, invalid or unenforceable then:

1.6.1 so far as possible the offending term or condition will be limited and read down so that it is not unlawful or unenforceable; or

1.6.2 if the offending term or condition cannot be read down then it will be severed without affecting the validity or enforceability of the remainder of this Lease.

1.7 **Relationship Between the Lessor and the Lessee**

1.7.1 The Lessor and the Lessee acknowledge and agree that their relationship pursuant to this Lease will be exclusively that of lessor and lessee in respect of the Premises with the several rights, liabilities, duties and obligations set out in this Lease.

1.7.2 Nothing contained in this Lease will be deemed or construed to constitute the Lessor to be a partner, joint venturer, principal, agent, trustee (whether express, implied or constructive) beneficiary, lender, borrower or fiduciary of the Lessee and vice versa.

2. **GENERAL RESERVATIONS, CONDITION OF LAND AND COMMON AREAS**

2.1 **Lessor Reservation**

The Lessor reserves the right to install maintain use repair alter and replace pipes ducts conduits and wires in or through the Premises and to pass and run water air electricity sewerage drainage gas and other services through such pipes ducts conduits and wires (if any) and to enter on the Premises for such purpose **PROVIDED THAT** in exercising such rights the Lessor will not interfere with the Lessee in its use and occupation of the Premises more than is reasonably necessary.

2.2 **Common Areas (if any)**

2.2.1 The parties acknowledge and agree that if there are no Common Areas then this clause 2.2 will have no effect.

2.2.2 The Premises is leased together with the right to the Lessee to use in common with the Lessor and all others lawfully entitled so much of the Common Area (if any) as will be made available by the Lessor.

2.2.3 The Lessee will make good any damage caused to any part of the Common Area or adjoining tenancies by any action of the Lessee or its employees agents or contractors or persons claiming through or under the Lessee.

- 2.2.4 The Lessor will maintain the Common Areas and subject to this Lease and to reasonable rules and regulations for the use and safety as prescribed from time to time by the Lessor, the Lessee has the use of the Common Areas together with the Lessor and all other occupiers of the Land.
- 2.2.5 The Lessee will not use any parking area for any purpose other than parking of a motor vehicle.
- 2.2.1 The Lessor expressly reserves the right from time to time to:
- (a) construct maintain and operate lighting facilities in the Common Area;
 - (b) police the Common Area;
 - (c) change the area level location and arrangement of the Common Area parking areas and other facilities;
 - (d) restrict parking by Lessees their agents and employees to such parking areas as the Lessor may from time to time designate;
 - (e) close all or any portion of the Common Area to such extent as may in the opinion of the Lessor be legally sufficient to prevent a dedication or the accrual of any rights to any person or the public therein;
 - (f) close temporarily all or any portion of the Common Area parking areas or facilities for the purpose of repairs; and
 - (g) impose and charge fees against users of any parking area.

2.3 If RCL Act applies

To the extent that this Lease is subject to the provisions of the RCL Act, the RCL Act overrides any inconsistent provisions in this Lease.

2.4 No Caveat

The Lessee will not lodge any absolute caveat on the Certificate(s) of Title for the Land.

3. LESSEE COVENANTS

The Lessee agrees with the Lessor:

3.1 Rent

- 3.1.1 The Lessee will pay to the Lessor the Rent without any deductions whatsoever in such manner as notified by the Lessor.
- 3.1.2 The Lessee acknowledges and agrees that the Rent is exclusive of Lessee Outgoings (if any) referred to in clause 3.3.

3.2 Rent Review

Not applicable.

3.3 Outgoings payable by the Lessee

- 3.3.1 The Lessee must pay to the Lessor as and when the same fall due for payment the relative proportion of the total amount of all Outgoings applicable to the Land (if the Premises is portion of the Land), and such proportion to be calculated in accordance with clause 3.3.2 in respect of the Premises and Common Areas (if any) within fourteen (14) days from the date of an invoice from the Lessor.
- 3.3.2 If any Outgoings for the Premises are not separately metered or assessed from the remainder of the Land then:
- (a) the Lessee will pay to the Lessor that proportion of charges for the Land which the Lessor reasonably determines the Lessee is required to pay based on the net lettable area of the Premises or such other basis as reasonably

determined by the Lessor (which includes allocation based on the Permitted Use by the Lessee); and

- (b) the Lessor will provide to the Lessee a statement setting out the amount which the Lessor calculates to be payable by the Lessee pursuant to clause 3.3.2(a) and will include copies of relevant assessment notices. The Lessee will pay the amount payable to the Lessor within fourteen (14) days from the date of an invoice from the Lessor.

3.4 Utilities, Telephone and Cleaning for the Premises

3.4.1 The Lessee will pay the Lessor for the consumption of utilities including electricity, gas, water and other like services consumed in or on the Premises and where:

- (a) any utilities for the Premises are not separately metered or assessed in respect of the Land then the Lessee will pay to the Lessor that proportion of charges which the Lessor reasonably requires the Lessee to pay based on the net lettable area of the Premises or such other basis as reasonably determined by the Lessor (which includes allocation based on the Permitted Use by the Lessee); and
- (b) at the option of the Lessee, if the Premises is not separately metered the Lessor agrees to a separate meter being installed on the Premises by the Lessee at the Lessee's expense;

PROVIDED THAT unless the Lessee is directly invoiced for such utilities, the Lessee will pay the Lessor the total amount under this clause 3.4.1 within fourteen (14) days from the date of an invoice from the Lessor.

3.4.2 The Lessee will arrange and pay for the connection and all charges (including rentals) in respect of any telephone and other telecommunication services connected to the Premises (if any).

3.4.3 The Lessee will arrange and pay for the routine cleaning of the Premises including the cleaning of any Lessee Improvements.

3.5 Interest

If the Lessee fails to pay Rent or any other amount payable under this Lease within fourteen (14) days from the due date for the payment the Lessee will pay to the Lessor interest calculated on a daily basis at the Default Interest Rate on so much as remains unpaid from the due date or dates for the payment until the same is actually paid and also on any judgment which the Lessor may obtain against the Lessee from the date of any such judgment until the same is satisfied.

3.6 Permitted Use

The Lessee will only use the Premises for the Permitted Use except with the prior written consent of the Lessor (which may be given or withheld in the Lessor's absolute discretion).

3.7 Dangerous Substances

Other than for the Permitted Use, the Lessee will not, except with the prior written consent of the Lessor, store or use chemicals inflammable liquids acetylene gas or alcohol or explosive oils compounds or substances (other than for a domestic purpose) on the Premises.

3.8 Prohibited Uses

The Lessee will not:

- 3.8.1 permit to be done any act, matter or thing whatsoever at any time in or on the Premises or any part of it which will be an unreasonable annoyance, nuisance, inconvenience, grievance, damage or disturbance to the Lessor, occupiers or

owers of any adjacent land or government, municipal or other authorities and in particular taking into account the Permitted Use and any other legal requirements but without limitation will not hold or permit to be held in or in the vicinity of the Premises any auction or sale;

- 3.8.2 carry on or allow to be carried on any dangerous trade, business or occupation or use the Premises for any illegal or immoral purpose;
- 3.8.3 use or allow the Premises to be used as a residence or sleeping place;
- 3.8.4 keep in or on the Premises animals or other livestock other than as required for the Permitted Use;
- 3.8.5 use the Premises for any commercial purpose;
- 3.8.6 use the Premises as a business site at which goods are sold to the public by retail; or
- 3.8.7 use the Premises as a business site at which services are provided to the public or to which the public is invited to negotiate for the supply of service.

3.9 Repairs and Maintenance

- 3.9.1 The Lessee will at its own cost and expense and all times keep the Lessee Improvements in good and substantial state of repair.
- 3.9.2 The Lessee will at its cost keep the Premises free of all weeds, long grass, inflammable rubbish, pests, vermin and noxious plants.
- 3.9.3 If the Lessee fails to comply with this clause 3.9 then the Lessor may take such measures as the Lessor deems reasonably necessary and the Lessor may recover all costs and expenses for such compliance from the Lessee as a debt due and owing.

3.10 Safety

- 3.10.1 The Lessee is responsible at its own cost for the safety of all persons, improvements and chattels on the Premises.
- 3.10.2 Without limiting clause 3.10.1, the Lessee will:
 - (a) take reasonable steps to prevent the outbreak and spread of fire on the Premises; and
 - (b) comply with all reasonable requirements as may be notified from time to time to the Lessee by the Lessor or any statutory authority in writing in relation to fire safety and prevention on the Premises.
- 3.10.3 If the Lessee fails to comply with this clause 3.10 then the Lessor may take such measures as the Lessor deems reasonably necessary and the Lessor may recover all costs and expenses for such compliance from the Lessee as a debt due and owing.

3.11 Notice of Damage

The Lessee will on becoming aware give prompt notice to the Lessor of any damage occurring to the Premises, or to the water, gas or electricity services, from any cause whatsoever.

3.12 Comply with Laws

- 3.12.1 The Lessee will comply with all laws and regulations for the time being in force in the State of South Australia and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the Premises whether the notice is issued to the Lessee or the Lessor.

3.12.2 If the Lessee fails to comply with this clause 3.12 then the Lessor may take such measures as the Lessor deems reasonably necessary and the Lessor may recover all costs and expenses for such compliance from the Lessee as a debt due and owing.

3.13 Lessor Inspection

3.13.1 The Lessee must permit the Lessor, at all reasonable times after giving prior notice to the Lessee (except in the case of emergency when no notice is required), to enter on and inspect the Premises.

3.13.2 The Lessor may require the Lessee by written notice to undertake repairs to the Premises or such other actions to ensure compliance with the obligations on the Lessee contained in this Lease and the Lessee must comply with such notice issued under this clause 3.13 within the time specified in the notice.

3.13.3 If the Lessee fails to comply with this clause 3.13 then the Lessor may take such measures as the Lessor deems reasonably necessary and the Lessor may recover all costs and expenses for such compliance from the Lessee as a debt due and owing.

3.14 Signs

The Lessee may paint, affix or exhibit any sign, name, writing or advertisement on or outside the Premises without the prior written consent of the Lessor and the Lessee must obtain at its cost and expense any necessary approvals or permits from any relevant statutory authorities, installation and maintenance during the Term.

3.15 Alterations, Additions and Lessee Improvements

3.15.1 Subject to clause 3.15.2, the Lessee will not nor will it permit any person to make any alteration, addition or any other Lessee Improvements to the Premises or the Lessor Improvements and/or any equipment or other installation without the prior written consent of the Lessor (which cannot be unreasonably withheld) and if consent is granted the Lessee will comply with all reasonable requirements of the Lessor.

3.15.2 The Lessee is not required to obtain the the prior written consent of the Lessor for alterations, additions or any other Lessee Improvements to the Premises or the Lessor Improvements and/or any equipment or other installation considered by the Lessee (acting reasonably) to be minor in nature, such as the installation in the Premises by the Lessee of seating, drinking water fountains, benches and minimal landscaping.

3.15.3 If the Lessor incurs costs for architects, surveyors, engineers and building consultants and valuers as a result of the Lessee seeking the Lessor's approval under the terms of this Lease or the Lessee failing to comply with the terms of this Lease then the Lessor may recover such costs from the Lessee.

3.15.4 The parties acknowledge that the Lessee Improvements are the property of the Lessee, and the Lessee has the sole ownership of and the sole and absolute responsibility for the Lessee Improvements.

3.15.5 The Lessee represents and warrants that during construction of all the Lessee Improvements, the Lessee will at its cost comply with all its obligations under this Lease. This representation and warranty will survive the termination of this Lease.

3.16 End of Lease

3.16.1 The Lessee will at the expiration or earlier termination of this Lease peaceably surrender and yield up to the Lessor the whole of the Premises in good and substantial repair and otherwise in accordance with its obligations under this Lease.

3.16.2 Prior to the expiration or on the earlier termination of this Lease, unless otherwise agreed by the Lessor, the Lessee must remove:

- (a) any sign, name, writing or advertisement painted, exhibited or affixed by the Lessee;
- (b) all loose goods or items belonging to the Lessee including but not limited to dangerous substances under clause 3.7; and
- (c) all of the Lessee Improvements,

AND make good any damage to the Premises caused by such removal and leave the Premises safe and clean above and below the ground to the reasonable satisfaction of the Lessor.

3.16.3 If the Lessee fails to comply with this clause 3.16 then the Lessor may take such measures as the Lessor deems reasonably necessary and:

- (a) if the Lessor elects to remove those items set out in clause 3.16.2 then the Lessor may recover all costs and expenses from the Lessee as a debt due and owing; or
- (b) if the Lessor elects to retain those items set out in clause 3.16.2 then these will become the property of the Lessor without any compensation being payable to the Lessee.

3.17 Insurance

The Lessee warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act 1999* (SA) and in the event that the Lessee ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act 1999* (SA), effect public liability insurance to a minimum level of cover of three hundred million dollars (\$300,000,000.00).

3.18 Indemnity

The Lessee will indemnify and keep indemnified the Lessor against all actions, suits, claims and demands and all losses and expenses incurred by the Lessor as a result of or arising out of the occurrence on the Premises during the Term of any accident or injury to or death of any person except to the extent that such loss of life, personal injury or damage to property is caused by any act, default, neglect or omission of the Lessor or its officers, employees, contractors or agents. This clause survives any expiry or termination of this Lease.

3.19 Release

The Lessee will occupy, use and keep the Premises at the risk in all things of the Lessee and the Lessee releases to the full extent permitted by law the Lessor its agents, contractors and employees in the absence of any default or neglect on their part from all claims and demands of every kind resulting from any accident, damage or injury to persons or property occurring on the Premises (including loss or damage to the fixtures or personal property of the Lessee). This clause survives any expiry or termination of this Lease.

3.20 Subletting and Assignment

- 3.20.1 The Lessee may by written request to the Lessor seek the grant of a sublease under this Lease. For any such request for consent to a sublease (such consent not to be unreasonably withheld by the Lessor), the Lessor may grant consent on any terms and conditions required by the Lessor.
- 3.20.2 The Lessor may refuse in the Lessor's absolute discretion any request by the Lessee for consent to part with possession of the whole or part of the Premises, or to mortgage or otherwise charge or encumber the Lessee's interest in this Lease.

- 3.20.3 For any request by the Lessee for consent to assign or transfer its interest under this Lease, the Lessor may in its absolute discretion refuse any request by the Lessee or grant consent on any terms and conditions required by the Lessor.
- 3.20.4 In respect of all cases of assignment or transfer by the Lessee, the Lessee will not be released from its liabilities and obligations under this Lease for the balance of the Term and acknowledges that such transfer assignment subletting or parting with possession will not operate in any way to restrict mitigate or release the responsibility and obligations of any guarantor from its guarantee of the Lessee's obligations.
- 3.20.5 If the Lessee grants a mortgage of this Lease the rights of the Lessor under this Lease will be in priority to the rights of the mortgagee of this Lease and the provisions of section 139 of the *Real Property Act 1886* (SA) will not apply to such mortgagee in respect of its estate or interest in the Lease.

4. **LESSOR COVENANTS**

The Lessor agrees with the Lessee:

4.1 **Quiet Enjoyment**

Where the Lessee pays the Rent and observes and performs the obligations and provisions on the Lessee in this Lease the Lessee may peaceably possess and enjoy the Premises for the Term without interruption or disturbance from the Lessor except as permitted under the terms of this Lease.

4.2 **Outgoings payable by the Lessor**

The Lessor will pay the Lessor Outgoings in respect of the Premises or the Land as set out in Item 4(b) of Schedule 1.

5. **MUTUAL COVENANTS**

The parties agree:

5.1 **Essential Terms**

5.1.1 Each of the covenants by the Lessee which are specified in this clause 5.1.1 are essential terms of this Lease:

- (a) clauses 3.3 and 3.4 relating to Lessee Outgoings and utilities and cleaning;
- (b) clauses 3.6 to 3.8 (inclusive) relating to use;
- (c) clauses 3.9, 3.11 to 3.13 (inclusive) and 3.15 relating to improvements;
- (d) clauses 3.17 to 3.19 (inclusive) relating to insurance, indemnities and release;
- (e) clause 3.20 relating to subletting and assignment;
- (f) clause 8 and Schedule 2 relating to special conditions; and
- (g) such additional clauses (if any) as set out in Item 10 of Schedule 1.

5.1.2 In respect of the Lessee's obligation to pay Rent the acceptance by the Lessor of arrears or of any late payment of Rent will not constitute a waiver of the essentiality of the Lessee's obligation to pay Rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Rent during the Term.

5.2 **Default of Lessee and Termination**

5.2.1 The Lessee is in default under this Lease if at any time during the Term:

- (a) any Rent or other moneys payable by the Lessee are in arrears for more than seven (7) days after formal demand has been made; or
 - (b) the Lessee is in breach of any of the provisions imposed on the Lessee by this Lease and the Lessor has given written notice to the Lessee requiring it to rectify any such breach within fourteen (14) days or such longer period as determined by the Lessor having regard to the nature and extent of the breach; or
 - (c) execution be levied against any of the assets of the Lessee; or
 - (d) the Lessee (being a natural person) is convicted of any indictable offence or becomes bankrupt or enters into an arrangement or composition with its creditors under the *Bankruptcy Act 1966* (Cth); or
 - (e) the Lessee (being a body corporate):
 - (i) is wound up by a court order, voluntarily or under the *Associations Incorporation Act 1985* (SA) or the *Corporations Act 2001* (Cth);
 - (ii) is appointed an administrator, receiver or liquidator;
 - (iii) enters into an arrangement or composition with its creditors;
 - (iv) ceases to carry on business; or
 - (v) is unable to pay its debts as and when they become due and payable.
- 5.2.2 If the Lessee is in default under this Lease, then the Lessor can re-enter the Premises or any part of it and terminate the Lease without prejudice to the rights of the Lessor in respect of any action or other remedy for any breach arising prior to the date of such termination and the Lessee will comply with clause 3.16.
- 5.2.3 The parties acknowledge and agree that for the purposes of section 10 of the *Landlord and Tenant Act 1936* (SA) the timeframe in a notice given by the Lessor under clauses 5.2.1(a) and 5.2.1(b) is reasonable.

5.3 Damages and Repudiation

- 5.3.1 The Lessee agrees to compensate the Lessor and the Lessor is entitled to recover damages during the entire Term of this Lease from the Lessee:
- (a) for any breach of an essential term or default under this Lease; or
 - (b) in the event that the Lessee's conduct (whether by way of action or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any covenant contained in this Lease,
- AND** the Lessor's entitlement under this clause is in addition to any other right or remedy to which the Lessor is entitled (including the right to re-enter the Premises and terminate this Lease) and will not be prejudiced by the exercise of the right of re-entry or termination.
- 5.3.2 The Lessor will be entitled to institute legal proceedings claiming damages against the Lessee during the entire Term of this Lease including the periods before and after the Lessee has vacated the Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of law referred to in clause 5.3.3 whether the proceedings are instituted either before or after such conduct.
- 5.3.3 The Lessor's entitlement to recover damages will not be affected or limited by any of the following:
- (a) if the Lessee abandons or vacates the Premises;
 - (b) if the Lessor elects to re-enter or to terminate the estate of the Lessee;
 - (c) if the Lessor accepts the Lessee's repudiation; or

(d) if the parties' conduct constitutes a surrender by operation of law.

5.3.4 In the event of the Lessee vacating the Premises whether with or without the Lessor's consent the Lessor will be obliged to take reasonable steps to mitigate its damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages will be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

5.4 Power of Attorney

If the Lessor becomes entitled to re-enter and take possession of the Premises and terminate this Lease after necessary compliance with any relevant statutory provision as to the exercise of rights of forfeiture (of which the statutory declaration of any officer of the Lessor will be conclusive evidence for the purpose of the Registrar-General) the Lessee irrevocably appoints the Lessor to be the attorney of the Lessee:

5.4.1 giving full effect to the power of re-entry and possession;

5.4.2 to execute and register a surrender of this Lease;

5.4.3 to record or register this power of attorney; and

5.4.4 to do any act matter or thing which may be required to give full effect to this power of attorney in accordance with the *Real Property Act 1886* (SA) or to any other law in the State of South Australia,

AND all such attorney will lawfully do or purport to do or cause to be done by virtue of the said appointment ratified by this Lease.

5.5 Damage or Destruction

5.5.1 If the Premises is damaged or destroyed the Lessee will, unless otherwise agreed by the Lessor, promptly claim on the insurance referred to in clause 3.17 and use the proceeds of such insurance to promptly reinstate the Premises and the Lessee Improvements to a standard equivalent to that prior to the date of damage or destruction and any deficiencies in the insurance moneys received will be paid by the Lessee to reinstate the Premises and the Lessee Improvements to such condition subject to the Lessee first obtaining the consent of the Lessor to such reinstatement works.

5.5.2 For the period following the date of such damage and destruction there will be no abatement of Rent and other costs on account of the Premises or the Lessee Improvements being rendered unfit for occupation or inaccessible as a result of such damage or destruction or during rebuilding or reparation of the Premises **PROVIDED THAT** a fair proportion of the Rent will abate if the damage or destruction results from any willful or negligent act or omission of the Lessor which renders insurance moneys being irrecoverable under the Lessee's insurance effected pursuant to clause 3.17.

5.5.3 If the Lessee fails to reinstate the Premises and the Lessee Improvements within a reasonable time (having regard to the nature and extent of the damage to the Premises), then the Lessor may terminate this Lease by giving not less than one (1) calendar month written notice to the Lessee.

5.5.4 Any termination by the Lessor pursuant to this clause 5.5 will not affect any right which the Lessor may have against the Lessee in respect of any responsibility on the part of the Lessee for such damage or destruction.

5.6 Costs

In addition to the Rent and other moneys payable by the Lessee under this Lease, the Lessee will pay on demand:

- 5.6.1 in respect of the Lessor's legal costs, the whole of the Lessor's reasonable expenses incurred in connection with the preparation, perusal and execution of this Lease or any renewal or extension;
- 5.6.2 the Lessee's own costs of and incidental to the negotiation of this Lease;
- 5.6.3 all government and other fees for certification and registration (if applicable), electronic conveyancing (including but not limited to PEXA fees) (if applicable) and stamp duty (if any) payable in respect of this Lease or any dealings with this Lease;
- 5.6.4 all lease plan costs including survey costs where a plan is required for registration purposes;
- 5.6.5 the Lessor's reasonable legal costs and other expenses incidental to any application by the Lessee for the consent of the Lessor to any transfer or assignment by the Lessee of this Lease or the Lessee's interest in it, or to any sublease, or to any mortgage charge or encumbrances of the interest of the Lessee under this Lease (whether consent is granted or refused);
- 5.6.6 such amount as is reasonably estimated by the Lessor's consultant, architect or engineer when an application for consent to a proposed dealing is made by the Lessee to comply with the conditions of this Lease and on the part of the Lessee to be performed and observed; and
- 5.6.7 all moneys expended and expenses incurred by the Lessor in consequence of any default on the part of the Lessee in performing or observing any covenant condition or agreement on the part of the Lessee under this Lease, or in exercising or enforcing (or attempting so to do) any rights or remedies of the Lessor.

5.7 Notice to Sell or Lease

- 5.7.1 If during the Term the Lessor wishes to sell the Land the Lessee must permit the Lessor to bring prospective purchasers on the Premises by appointment and at times reasonably convenient to the Lessee and to place on the exterior of the Premises or on the Land in a position not obstructive to the Lessee in its use of the Premises a 'For Sale' sign which must not be removed by the Lessee.
- 5.7.2 The Lessee will at the request of the Lessor, unless the Lessee has exercised any option to renew, permit the Lessor to display on the perimeter of the Premises a 'To Let' sign of reasonable size and to bring prospective future tenants through the Premises **PROVIDED THAT** in exercising such powers the Lessor will endeavour not to cause any undue inconvenience to the Lessee.

5.8 Right of Renewal

Not applicable.

5.9 Holding Over

If the Lessee holds over after the expiration or sooner termination of the Term with the consent of the Lessor the Lessee will become a monthly tenant only at a monthly rental equivalent to the monthly proportion of the Rent payable by the Lessee during the immediately preceding period increased in accordance with clause 3.2 and otherwise on the same terms and conditions as those contained in this Lease so far as applicable and such monthly tenancy may be terminated by either party on one month's written notice to the other party and on such termination the Lessee will vacate the Premises complying in all respects with the provisions of this Lease.

6. MISCELLANEOUS

6.1 Notices

- 6.1.1 A **notice** means:

- (a) a notice in writing; or
 - (b) a consent, approval or other communication required to be in writing under this Lease.
- 6.1.2 A notice must be signed by or on behalf of the sender addressed and sent to the recipient's address and if:
 - (a) hand delivered, is treated as having been given and received on the day of delivery where delivered before 5.00pm on a Business Day, otherwise on the next Business Day;
 - (b) sent by pre-paid mail, is treated as having been given and received five (5) Business Days after posting; or
 - (c) transmitted by electronic mail and the transmission was completed before 5.00pm on a Business Day, is treated as having been given and received on that Business Day otherwise on the next Business Day, provided that:
 - (i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
 - (ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.
- 6.1.3 The address or email address of a person are those set out below that person's name in Item 8 of Schedule 1.
- 6.1.4 A person may from time to time notify its change of address or email address by written notice to the other party.

6.2 Resolution of Disputes

- 6.2.1 Except to the extent that an express dispute resolution mechanism is provided for elsewhere in this Lease, disputes in relation to this Lease must be resolved in accordance with this clause 6.2.
- 6.2.2 Either party may, in a case of genuine urgency, seek immediate interlocutory relief or an interim remedy.
- 6.2.3 Subject to clause 6.2.2, all disputes must be resolved as follows:
 - (a) each party must submit the dispute to an appropriately qualified and experienced person (**Negotiators**); and
 - (b) the Negotiators must meet as soon as practicable to resolve the dispute, but in any case within five (5) Business Days of its reference to them. Each party must authorise and inform its Negotiators sufficiently so that he or she can undertake that meeting without detailed reference to another person.
- 6.2.4 Prior to either party commencing legal proceedings, if the dispute has not been resolved in accordance with clause 6.2.3, the parties may refer the matter to independent mediation by a mediator, appointed by the President of the Law Society of South Australia at the time, in which they each agree to participate in good faith and share the costs equally.
- 6.2.5 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Lease, unless otherwise agreed by both parties.
- 6.2.6 This clause survives any expiry or termination of this Lease.

7. **NO WARRANTY OF FITNESS FOR PURPOSE**

The Lessee acknowledges that no warranty, representation, undertaking or promise whatsoever has been given by the Lessor in respect of the structural or other suitability of the Premises for any business to be carried on by the Lessee or to the fittings, facilities or amenities of the Premises.

8. SPECIAL CONDITIONS

The parties acknowledge and agree that the special conditions set out in Schedule 2 apply to this Lease and in the event of any inconsistency between a special condition in Schedule 2 and any other term of this Lease, the special conditions will prevail to the extent of the inconsistency.

LEASE DATED: 20....

Executed by the Lessor

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
 was hereunto affixed by authority of the)
 Commissioner in the presence of:)

.....
Signature of Witness

Date:

Executed by the Lessee

THE COMMON SEAL of)
ADELAIDE HILLS COUNCIL was)
hereunto affixed in the presence of:)

.....

Mayor (sign above)

.....

Chief Executive Officer (sign above)

.....

Print Name (above)	Print Name (above)
--------------------	--------------------

Date:

SCHEDULE 1

Lease Particulars

Item 1

Land

The whole of the land comprised and described in Certificates of Title Volume 6250 Folio 934 and Volume 5696 Folio 19.

Item 2

Premises

Portion of the Land, being more particularly the whole of the land in Allotments 9, 10, 11, 12, 13, 14, 15, 18 and 19 in Filed Plan 159105, the whole of the land in Allotment 6 in Deposited Plan 58584, the whole of the land in Allotment 2 in Deposited Plan 93007 and the whole of the land in Allotment 88 in Filed Plan 156723, which is more particularly that area bounded and coloured in blue on the plan annexed hereto as Attachment A.

Item 3

Permitted Use

Civic, municipal and community purposes for the public, including but not limited to such community purposes as the operation of a 'BMX' track, council depot operations, a public bikeway and community gardens.

Item 4

Outgoings

(a) Lessee Outgoings

- all rates, taxes, levies, impositions and charges including but not limited to Land tax, Council rates and water and sewer rates and charges and State Land Tax (on a single holding basis), Emergency Services Levy and River Murray Levy payable in respect of the Land (including any costs, charges, duties, impositions and levies separately assessed in respect of any sub-leased area of Land;
- all other costs, charges, levies, duties, impositions assessed by any government or authority in respect of the Land irrespective of the ownership;
- rubbish removal and all other charges and impositions imposed by any public utility or authority or by any other person for the supply of any service in respect of the Premises and including the costs of the lighting of the Land and signage;
- all costs of maintaining, repairing, lighting and cleaning of the Premises;
- all costs for general maintenance of the improvements, car parking areas, driveways, security areas and the gardening and landscaping in respect of the Premises;
- all charges for fuel, sewerage, drainage and other services supplied or serviced to the Lessor the payment of which is not the responsibility of any individual occupant of the Premises;
- all insurance premiums payable by the Lessor in respect of the insurance relating to the Premises;
- all other amounts required or charged against the Lessor in respect of the Premises;
- all reasonable costs incurred by the Lessor in the management of the Premises; and
- all costs of running and maintaining any services provided by the Lessor for the Lessee.

(b) **Lessor Outgoings**
Nil.

Item 5

Rent Review Not applicable.

Item 6

Renewal Term Nil.

Item 7

Insurance See clause 3.17.

Item 8

Notices

Lessor

Portfolio Manager, Property Directorate
Dept for Infrastructure and Transport
83 Pirie Street, Adelaide SA 5000
GPO Box 967 Adelaide SA 5001
DIT.PropertyPortfolioAssets@sa.gov.au

Lessee

Karen Cummings
Manager, Property Services
Adelaide Hills Council
63 Mount Barker Road, Stirling SA 5152
kcummings@ahc.sa.gov.au

Item 9

Lessor Improvements Nil.

Item 10

Essential Terms Not Applicable.

SCHEDULE 2
Special Conditions
(Clause 8)

1. Condition Precedent

1.1 The Lessor is not bound by the terms and conditions of this Lease (except this special condition 1) and has no obligations to the Lessee under this Lease unless and until the following is satisfied in full by the first anniversary of the Commencement Date (**Condition Precedent Date**):

- (i) the Lessee must at its cost and expense in all things construct, to the Lessor's satisfaction, a sealed bikeway, that is fit for purpose, over the northern portion of the Premises to connect and re-align the *Amy Gillett Bikeway*, which is a 17 km cycling path (shared with a walking and horseriding trail) located along part of the former Mount Pleasant railway line from Oakbank to Mount Torrens, SA.

1.2 Until the fulfillment of the terms in special condition 1.1 to the Lessor's reasonable satisfaction, the Lessee agrees with the Lessor that:

- (i) the Lessor will be under no obligation under this Lease (except this special condition 1);
- (ii) any act done by either party in performance of the requirements of this Lease (except this special condition 1) will be taken to be gratuitous acts of good faith only;
- (iii) the Lessor cannot waive the terms in special condition 1.1 except by written notice; and
- (iv) the Lessee waives any right of action, claim or remedy which the Lessee may have against the Lessor in connection with any act, matter or thing performed or to be performed by the Lessor prior to the satisfaction of the terms in special condition 1.1.

1.3 If the terms in special condition 1.1 are not satisfied in full by the Condition Precedent Date, then the Lessor may:

- (i) terminate this Lease by written notice to the Lessee and upon receipt of such notice pursuant to clause 7.1 (notices clause), this Lease will be of no further force and effect;
- (ii) waive the terms in special condition 1.1 by written notice to the Lessee and on the service of that notice pursuant to clause 7.1 (notices clause), this Lease becomes unconditional and binds the parties; or
- (iii) extend the time limit for the satisfaction of the terms in special condition 1.1 and if the Lessee fails to satisfy such terms within that extended period, exercise any of the rights contained in this clause.

2. Premises not to be used for commercial or retail purposes

The Lessee must not use the Premises:

- (i) for any commercial purpose; or
- (ii) as a business site at which goods are sold to the public by retail; or

- (iii) as a business site at which services are provided to the public or to which the public is invited to negotiate for the supply of service.

3. Easements

The Lessee acknowledges that there are easements registered on Certificate of Title Volume 6250 Folio 934 and the Lessee takes this Lease subject to such easements.

4. Road Construction Purposes and Early Termination

4.1 Early Termination

The Lessee acknowledges and agrees that:

- (i) in addition to any other rights of termination granted by this Lease, the Lessor will have the right at any time during the Term, on giving twelve (12) months' prior written notice to the Lessee, to terminate this Lease (or modify any terms of this Lease accordingly notwithstanding clause 1.5 of this Lease) as the Lessor in its absolute discretion deems necessary that the Premises or any part of the Premises will be required by the Lessor for road construction and / or future rail transport purposes;
- (ii) if within the initial twenty (20) year period of the Term this Lease is terminated pursuant to this special condition 4.1, the Lessor will compensate the Lessee for the depreciable value, being an amount reasonably determined by the Lessor, of the improvements made to the Premises by the Lessee during such twenty (20) year period;
- (iii) the Lessor using his absolute discretion may, after having compensated the Lessee pursuant to this special condition 4.1, take possession and control of the depreciated improvements to the Premises for which the Lessee was compensated.

4.2 No liability

Subject to special condition 4.1 with respect to compensating the Lessee (being an amount reasonably determined by the Lessor), nothing in this special condition 4 will cause the Lessor to be liable to the Lessee for any loss occasioned to the Lessee as a result of the Lessor's actions.

5. Environmental Issues

5.1 The Lessee must:

- (i) not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any Contamination or environmental harm to the Premises and/or the Land without the prior written consent of the Lessor (which may be given or withheld by the Lessor at its absolute discretion);
- (ii) immediately notify the Lessor of any act or omission by the Lessee or of which the Lessee becomes aware that has caused or has a reasonable prospect of causing any Contamination or environmental harm to the Premises and/or the Land;
- (iii) on receiving a written direction from the Lessor that lists its reasons or reasonable opinion, the Lessee must cease any activity on the Premises and/or the Land that may tend to cause or is causing or has caused any Contamination or environmental harm; and

- (iv) if required by the Lessor in writing, at the Lessee's expense remove from the Premises any and all substances and compounds which were allowed or bought onto the Premises by the Lessee which are causing exacerbating or contributing to any Contamination or environmental harm to the Premises and/or the Land and if applicable restore the Premises and/or the Land to the condition it was in on the date on which the Lessee commenced occupation of the Premises.

5.2 The Lessee acknowledges that the Lessor makes no representation or warranty about the state, condition or suitability of the Premises and/or the Land including whether there may be any Contamination. In the event there is Contamination, the Lessee must not do anything that adds to or exacerbates the Contamination and, if required by the Lessor in writing, the Lessee must cease such activity that has added or exacerbated the Contamination.

5.3 Without limiting the provisions of clause 3.18 the Lessee indemnifies the Lessor against any loss, claim, liability, cost or expense suffered or incurred by the Lessor including legal costs on a full indemnity basis, as a consequence of:

- (i) any Contamination of the Premises and/or the Land caused or contributed to by the Lessee, to the extent that the Lessee caused or contributed to it; and
- (ii) the Lessor's compliance with or the Lessee's compliance or failure to comply with any lawful direction, notice, order, demand or other requirements to take any action or refrain from taking any action in respect of Contamination or the cause of Contamination of the Land from any authority, pursuant to any Environmental Law made after the Commencement Date except to the extent that it applies to Existing Contamination.

5.4 This special condition 5 survives any expiry or termination of this Lease.

5.5 The terms used in this special condition have the following meanings:

- (i) **Contamination** means any contamination on the Premises and/or the Land and includes without limitation "**Existing Contamination**", "**Pollution**", and "**Site Contamination**" all as defined in this special condition 5;
- (ii) **environmental harm** has the same meaning as in the *Environment Protection Act 1993* (SA) and includes but is not limited to harm or potential harm or risk of harm or future harm to the environment regardless of its severity and duration and includes:
 - (a) an environmental nuisance whether or not such nuisance is of a high impact or on a wide scale;
 - (b) any environmental harm declared at law or is caused by Pollution howsoever caused whether directly or indirectly or results from Pollution alone or from the combined effects of Pollution and other factors;
 - (c) actual or potential harm to the health or safety of persons;
 - (d) actual or potential environmental harm; or
 - (e) any environmental harm that results in:
 - (I) any actual or potential loss (including such reasonable costs and expenses incurred in taking all reasonable and preventable measures to prevent or mitigate any environmental harm or to make good any environmental damage); or
 - (II) property damage;

- (iii) **Environmental Law** means any statute or common law relating to the storage, handling or transportation of waste, dangerous goods or hazardous material, relating to occupational health and safety or which has as one of its purposes or effects the protection of the environment;
- (iv) **Existing Contamination** means Contamination, if any, that is existing on the Premises as at the commencement of this Lease or such earlier occupation and use of the Premises by the Lessee;
- (v) **Pollution** has the same meaning as the *Environment Protection Act 1993* (SA) and any activity that may cause or contribute to Pollution; and
- (vi) **Site Contamination** has the same meaning as in the *Environment Protection Act 1993* (SA) and includes but is not limited to any chemical substance present on or below the surface of the Land, contamination of the groundwater beneath the Land or on land adjacent or nearby to the Land where such contamination emanates from the Land.

6. **Original lease**

- 6.1 For the avoidance of doubt, by the entering into of this Lease the Lessor and the Lessee acknowledge and agree that the lease between the parties dated 20 October 1983 is hereby terminated by mutual consent.
- 6.2 This Lease incorporates the attached schedules, annexures and attachments.
- 6.3 This Lease constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

7. **Contractual arrangements with neighbour**

The Lessor and the Lessee acknowledge:

- 7.1 that the licence agreement between the Lessor (as 'licensor') and Allan Malcolm Rofe (as 'licensee') dated 27 February 2012 for the purpose of grazing stock over portion of the land comprised and described in Certificates of Title Volume 6040 Folio 563 and Volume 6136 Folio 122 has been terminated in accordance with the terms of the licence agreement; and
- 7.2 that the Lessor has granted consent for a sublease of this Lease, being a sublease between the Lessee (as 'underlessor') and the owner of the neighbouring property located at 22 Langbein Avenue, Woodside SA 5255 (as 'underlessee'), who as at the Commencement Date is Allan Malcolm Rofe and Denise Elizabeth Rofe, for the purposes of agistment of horses and access over and across Allotment 2 in Deposited Plan 93007 within Certificate of Title Volume 6250 Folio 934.

ATTACHMENT A

PLAN

