

Land management agreement

Hurleys Arkaba Freehold Pty Ltd ACN 050 661 213
(Owner)

The Corporation of the City of Unley (Council)

MinterEllison

LAWYERS

Land management agreement

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Details

Date

3 November

2010

Parties

Name

Hurleys Arkaba Freehold Pty Ltd ACN 050 661 213 as trustee for Hurleys Arkaba Freehold Trust ABN 29 532 973 411

Short form name

Owner

Notice details

150 Glen Osmond Road
Fullarton SA 5063

Name

The Corporation of the City of Unley

Short form name

Council

Notice details

181 Unley Road
Unley SA 5061

Background

- A The Owner is the registered proprietor of the land comprised in Certificate of Title Register Book Volume 5232 Folio 318, Volume 5232 Folio 319, Volume 5485 Folio 693, Volume 5888 Folios 971 and 972 (**Land**).
- B Currently located on the Land is a hotel complex more commonly known as the Arkaba Hotel and a shopping centre complex more commonly known as the Arkaba Shopping Centre with associated car park with ingress/egress access from both Fullarton Road and Glen Osmond Roads.
- C The Owner wishes to discharge Memorandum of Encumbrances 4835661 and 4835662 which are currently registered against portion of the Land.
- D The Council is prepared to agree to the discharge of the said encumbrances provided the Owner enters into this agreement which will ensure that the obligations and responsibilities of the Owner which existed under the said encumbrances continue to apply to the Land under this agreement.
- E The Council and the Owner wish to ensure that the Carpark Land is maintained and preserved for the benefit of the Owners' businesses and to provide flexible, convenient and efficient car parking on a permanent basis for the benefit of those members of the public patronising or visiting the shopping centre on the Shopping Centre Land and the hotel complex on the Hotel Land.
- F The Owner will grant reciprocal rights of way over the Carpark Land to allow access to and from each and every portion of the Carpark Land and rights for the purposes of traffic movement and shared car parking for the benefit of the Hotel Land and the Shopping Centre Land. Details of the rights of way and other rights to be granted and accepted by the Owner and the Council are indicated in the Plan of Division contained in Schedule 1 to this agreement.
- G Pursuant to the provisions of section 57(2) of the Act the Owner has agreed with the Council to enter into this agreement relating to the development and management of the Land subject to the terms and conditions set out below.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement unless the context otherwise requires:

Act means the *Development Act 1993*.

Allotment means any allotment within the boundaries of the Land.

Council means The Corporation of the City of Unley.

Carpark Land means those portions of the Land delineated for car parking and marked as 'AA', 'BB', 'CC', 'DD', 'EE', 'PP' and 'SS' on the Plan of Division.

Hotel Land is the allotment marked 200 on the Plan of Division.

Land means the whole of the land comprised within Certificates of Title Register Book Volume 5232 Folio 318, Volume 5232 Folio 319, Volume 5485 Folio 693, Volume 5888 Folios 971 and 972 and includes any part or parts of it.

Owner mean Hurleys Arkaba Freehold Pty Ltd ACN 050 661 213. The term 'the Owner' where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this agreement.

Plan of Division means the plan contained in Schedule 1 to this agreement.

Rights means the rights of way and other rights to be created in accordance with the Plan of Division and to be described in the Application for Deposit of Plan of Division as follows "free and unrestricted rights and liberty for the Owner its successors in title and its tenants servants agents contractors lessees licensees invitees customers and all other persons lawfully authorised in that behalf from time to time and at all times hereafter to pass and re-pass and to stand and park motor vehicles in through over and across those portions of the Carpark Land which are from time to time delineated as car parking spaces".

Shopping Centre Land is the allotment marked 201 on the Plan of Division.

1.2 Interpretation

- (a) The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this agreement;
- (b) Reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and the regulations or by-laws for the time being under that statute and any notice demand order direction requirement or obligation to that statute and any notice demand order direction requirement or obligation to that statute or those regulations or by-laws and the expression 'statute' 'Act' and 'Act of Parliament' shall mean any State or Federal statute and the regulations or by laws for the time being in force there under and any notice demand order direction requirement or obligation issued made given or imposed under or pursuant to any statute regulation or by law;
- (c) Words importing the singular shall embrace the plural and words importing one gender shall embrace the other genders and vice versa respectively;
- (d) Any reference to a person shall be deemed to include a corporate body and vice versa;
- (e) Where two or more persons are bound under this agreement to observe or perform any obligation or agreement whether expressed or implied then they shall be bound jointly and each of them severally;
- (f) A reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple in the Land;
- (g) Anything which the Owner is required to do under this agreement shall be done at the cost of the Owner;
- (h) The requirements of this agreement are to be construed as additional to the requirements of the Act and any other legislation affecting the Land;
- (i) An expression defined in the Act has the meaning given by the Act at the date of this agreement.

2. Owner's Obligations

- (a) The Owner must:
 - (i) not extinguish or in any way alter the terms of the Rights without the prior written consent of the Council;
 - (ii) maintain and use the Carpark Land as a car parking area;
 - (iii) permit its tenants servants agents contractors lessees licensees invitees customers and all other persons lawfully authorised to enter upon the Shopping Centre Land and the Hotel Land, to use the Carpark Land for car parking;
 - (iv) ensure that the Carpark Land is kept free of obstructions at all times and ensure that no physical barriers are erected on the Carpark Land or adjacent to the Carpark Land which may prevent or impede traffic flow between the Shopping Centre Land and the Hotel Land or the parking of motor vehicles on those portions of the Carpark Land or any part thereof other than those portions of the Carpark Land which are landscaped;
 - (v) ensure that no buildings or improvements or other structures are erected on the Carpark Land without the prior written consent of the Council;

- (vi) maintain the Carpark Land in a clean and tidy state to the reasonable satisfaction of the Council;
 - (vii) that no dedicated or exclusive car parking spaces will be reserved or created other than for disabled parking, one (1) Australia Post car park and twelve (12) carparks as required by the tenant of the supermarket on the Shopping Centre Land.
 - (viii) to at all times comply with the provisions of this agreement;
 - (ix) execute and register all documents and to do all things necessary to effect the Rights to be created in accordance with the Plan of Division.
- (b) The Owner must provide a copy of this agreement to any person commencing occupation of the Land before commencement of that occupation.

3. Council's obligations

The Council agrees with the Owner to act reasonably at all times in any matter required under or in relation to this agreement.

4. Termination And Review

- (a) This agreement may not be varied except by a supplementary agreement signed by the Council and the Owner.
- (b) The Council may waive compliance by the Owner with the whole or any part of the Owner's obligations provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

5. Breach

- (a) The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Carpark Land for the purpose of:
 - (i) inspecting the Carpark Land and any building or structure on it;
 - (ii) exercising any other powers of the Council under this agreement or pursuant to law.
- (b) If the Owner is in breach of any provision of this agreement, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such reasonable time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Carpark Land and recover any reasonable costs thereby incurred from the Owner.
- (c) The Council may delegate any of its powers under this agreement to any person.
- (d) If in a notice referred to in clause 5 (b) the Council acting reasonably requires the removal of a building or structure from the Land, the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council acting reasonably provided that if the building or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the

disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

6. Restriction on leasing and other dealings

The Owner must not grant any lease licence easement or other right which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this agreement..

7. Notices

- (a) Any notice to be given under this agreement by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by prepaid post, or by facsimile addressed to the receiving party at the address set out in this agreement.
- (b) Any notice given in accordance with this agreement will be deemed to have been duly served in the case of posting at the expiration of three (3) business days after the date of posting and in the case of facsimile, on the first (1) business day after the date of transmission (providing the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).
- (c) A party may at any time change its (or its legal representatives') address, postal address or facsimile number by giving written notice to the other party.

8. Governing Law

This agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of South Australia.

9. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the subject matter.

10. Registration

The parties agree to apply to the Registrar General to note this agreement against the certificates of title for the Land pursuant to sub-section 57(5) of the *Development Act 1993* and to do all things necessary to ensure that this occurs.

11. General provisions

- (a) If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby request and direct such court to sever such provision from this agreement.
- (b) This agreement contains the whole agreement between the parties in respect of the matters referred to herein.
- (c) The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right;

- (d) An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

12. Costs

- (a) The Owner agrees to bear all costs in relation to the preparation and negotiation of this Agreement, provided that the Owner's contribution to Council's costs are capped at \$5,596.35 including GST, and all costs and expenses associated with the registration or noting and stamping of this agreement.
- (b) The Owner must pay to the Council on demand the Council's costs and expenses (including legal costs and expenses) of preparing and negotiating the terms of this agreement limited to being no more than \$5,596.35 including GST.
- (c) The Owner shall undertake at its cost the preparation of all documents and plans necessary and incidental to this agreement including the grant and acceptance of rights of way, extinguishment of existing rights of way and any associated documents including the costs of any negotiations.

Schedule 1 – Plan of Division

MinterEllison

LAWYERS

plan originally inserted into ump

PURPOSE:		DIVISION AND EASEMENT		AREA NAME:		FULLARTON		APPROVED:		SHEET 1 OF 6	
MAP REF:		6628/42/Q		COUNCIL:		THE CORPORATION OF THE CITY OF UNLEY		DEPOSITED/FILED:		24263_text_01_x01	
LAST PLAN:				DEVELOPMENT NO:		080/D015/09/001					
AGENT DETAILS:		FYFE PTY LTD 143 FULLARTON ROAD ROSE PARK SA 5067 PH: 83641000 FAX: 83640904		SURVEYORS CERTIFICATION:							
AGENT CODE:		ALRF									
REFERENCE:		1183/4 DU1-R3									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE	NUMBER
CT	5232	318		ALLOTMENT(S)	101	F	6935	ADELAIDE			
				ALLOTMENT(S)	31	F	15151	ADELAIDE			
				ALLOTMENT(S)	32	F	15151	ADELAIDE			
				ALLOTMENT(S)	33	F	15151	ADELAIDE			
				ALLOTMENT(S)	34	F	15151	ADELAIDE			
				ALLOTMENT(S)	35	F	15151	ADELAIDE			
				ALLOTMENT(S)	36	F	15151	ADELAIDE			
				ALLOTMENT(S)	40	F	15151	ADELAIDE			
				ALLOTMENT(S)	41	F	15151	ADELAIDE			
				ALLOTMENT(S)	42	F	15151	ADELAIDE			
				ALLOTMENT(S)	53	F	15151	ADELAIDE			
				ALLOTMENT(S)	54	F	15151	ADELAIDE			
				ALLOTMENT(S)	56	F	15151	ADELAIDE			
CT	5232	319		ALLOTMENT(S)	55	F	15151	ADELAIDE			
CT	5359	565		ALLOTMENT(S)	100	F	6935	ADELAIDE			
CT	5485	693		ALLOTMENT(S)	56	F	8345	ADELAIDE			
				ALLOTMENT(S)	57	F	8345	ADELAIDE			
				ALLOTMENT(S)	58	F	8345	ADELAIDE			
				ALLOTMENT(S)	59	F	8345	ADELAIDE			
				ALLOTMENT(S)	60	F	8345	ADELAIDE			
				ALLOTMENT(S)	61	F	8345	ADELAIDE			
				ALLOTMENT(S)	62	F	8345	ADELAIDE			
CT	5888	971		ALLOTMENT(S)	38	F	15151	ADELAIDE			
				ALLOTMENT(S)	39	F	15151	ADELAIDE			
CT	5888	972		ALLOTMENT(S)	37	F	15151	ADELAIDE			

SUBJECT TITLE DETAILS:				PARCEL		TOWN	REFERENCE NUMBER
PREFIX	VOLUME	FOLIO	OTHER	NUMBER	PLAN		
OTHER TITLES AFFECTED:				NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION
EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	CT 5232/318	LONG	RIGHT(S) OF WAY	B IN CT 5232/318			T4415326
EXTINGUISH	CT 5232/319	LONG	EASEMENT(S)	B IN CT 5232/319			T4415328
EXTINGUISH	CT 5688/972	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B IN CT 5688/972			
EXTINGUISH	CT 5232/319	LONG	RIGHT(S) OF WAY	C IN CT 5232/319			T4415326
EXTINGUISH	CT 5485/693	LONG	RIGHT(S) OF WAY	A IN CT 5485/693			T4421522
EXISTING	201	LONG	RIGHT(S) OF WAY	D		204	T4415327
EXISTING	201	LONG	RIGHT(S) OF WAY	E		204	T4415327
EXISTING	200.201	LONG	RIGHT(S) OF WAY	F		204	T4415327
EXISTING	202.203	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	Z		201	
EXISTING	200.201	LONG	RIGHT(S) OF WAY	B		204	T4421523
EXISTING	200.201	LONG	EASEMENT(S)	A		MINISTER FOR INFRASTRUCTURE	CT 4142/417
EXISTING	201	LONG	EASEMENT(S)	C		MINISTER FOR INFRASTRUCTURE	T4415324
NEW	200	LONG	RIGHT(S) OF WAY	PP		201	

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	201	LONG	RIGHT(S) OF WAY	SS		200	
NEW	201	LONG	RIGHT(S) OF WAY	J		204	
NEW	201	LONG	RIGHT(S) OF WAY	AA		200	
NEW	201	LONG	RIGHT(S) OF WAY	BB		200	
NEW	201	LONG	RIGHT(S) OF WAY	CC		200	
NEW	200	LONG	RIGHT(S) OF WAY	DD		201	
NEW	200	LONG	RIGHT(S) OF WAY	EE		201	
PROPOSED	204	LONG	CERTAIN RIGHT(S) AND LIBERTIES	G		201	
PROPOSED	204	LONG	EASEMENT(S) WITH LIMITATIONS	K		201	

ANNOTATIONS:

SUBJECT TO CERTIFIED SURVEY

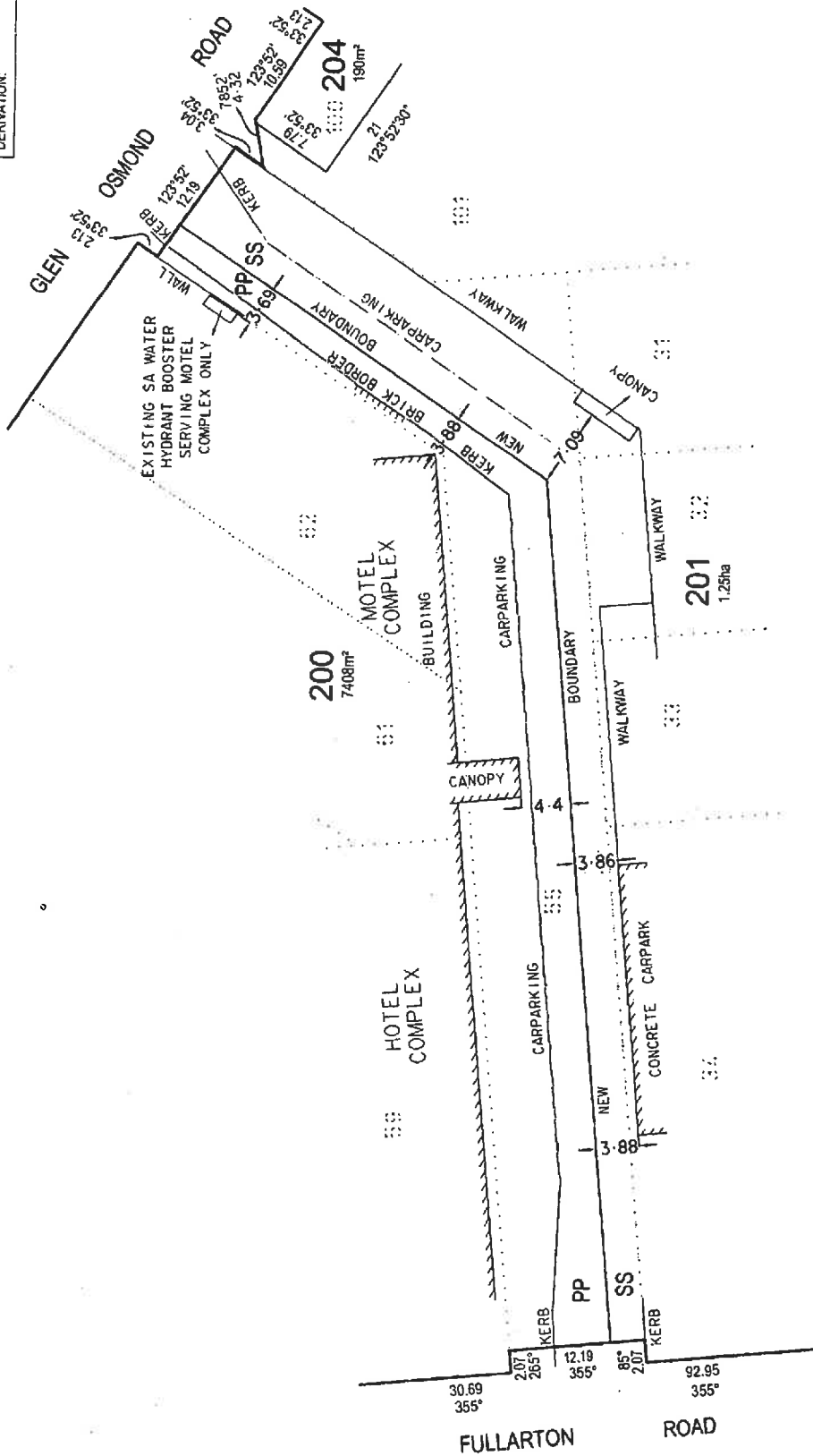
CITY OF UNLEY
DEV No. 090/D015/09

SHEET 4 OF 6

VO 1

BEARING DATUM:
DERIVATION:

PLAN TO SHOW OFFSETS FROM EXISTING
STRUCTURES TO PROPOSED BOUNDARY LINE



PP IS TO BE SUBJECT TO RECIPROCAL RIGHTS OF WAY IN FAVOUR OF 201

SS IS TO BE SUBJECT TO RECIPROCAL RIGHTS OF WAY IN FAVOUR OF 200

FYFE PTY LTD
SURVEYORS and ENGINEERS
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6556 A.C.N. 082 592 465
Reference 11183/1/6 Dwg No. 11183DU1-13
OA REV 3 DATE 22/06/2010 DR GGV SVY RK



SUBJECT TO CERTIFIED SURVEY

LEGEND

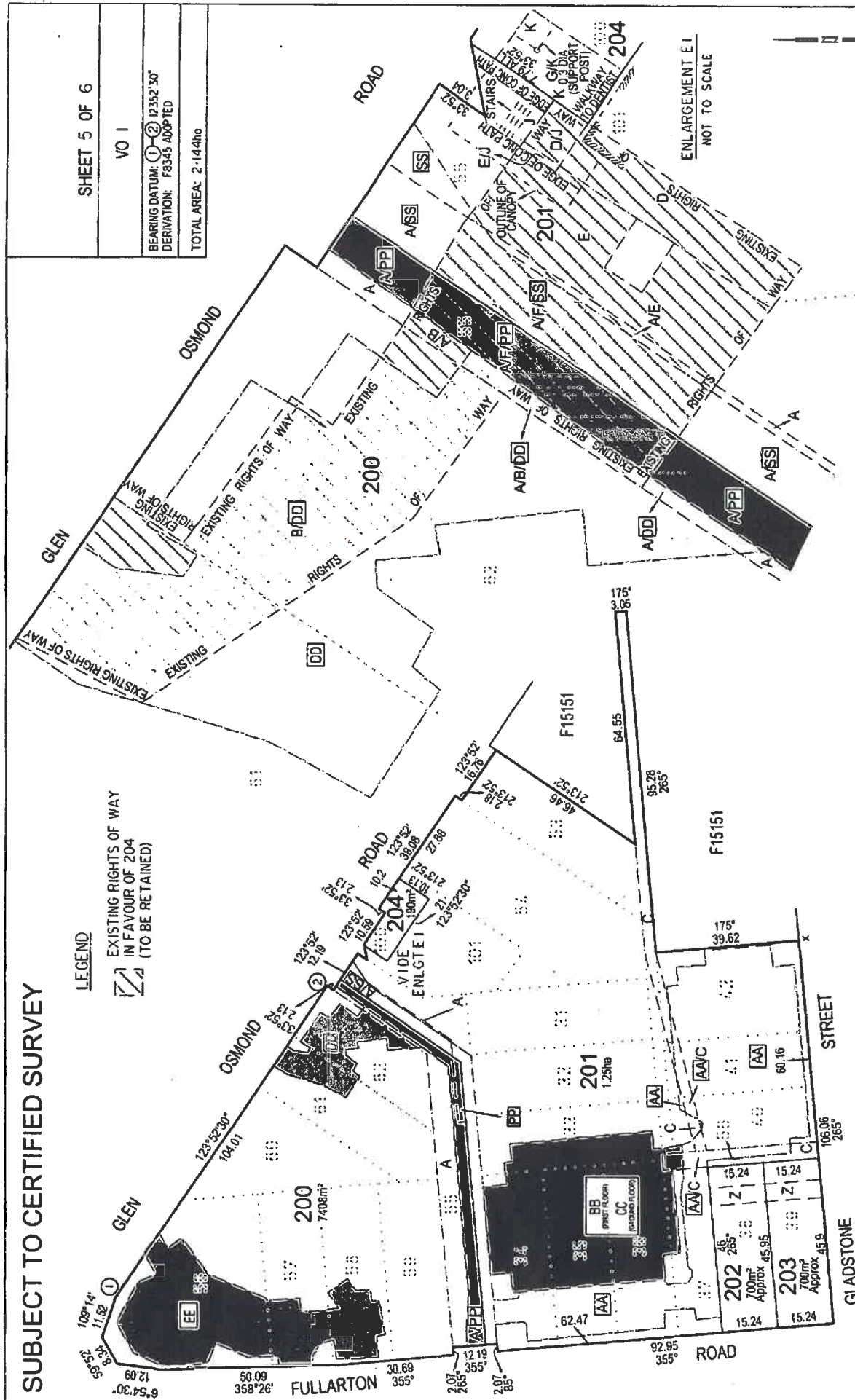
EXISTING RIGHTS OF WAY
IN FAVOUR OF 204
(TO BE RETAINED)

SHEET 5 OF 6

VO 1

BEARING DATUM: ① 12352°30"
DERIVATION: F8345 ADOPTED

TOTAL AREA: 2.144ha



CITY OF UNLEY
DEV No. 090/D015/09

FYFE PTY LTD
SURVEYORS and ENGINEERS
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0604
Brisbane (07) 3208 6566 A.C.N. 082 592 465
Reference 11183/11/4 Dwg No. 11183DU1-3
REV 3 DATE 22/06/2010 DR GGV SVY JMH

OA

72.6 METRES AND
(UPPER LIMIT OF
EASEMENT M)

67.90 METRES AND
(LOWER LIMIT OF
EASEMENT M)

POST
(EASEMENT G)



SHEET 6 OF 6

VO 1

EASEMENT LIMITATION(S) SCHEDULE

IDENTIFIER	HEIGHT LIMITATION
K	LOWER LIMIT 67.90 METRES AND UPPER LIMIT 72.60 METRES AND

CITY OF UNLEY
DEV No. 090/D015/09

FYFE PTY LTD

SURVEYORS and ENGINEERS
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566 A.C.N. 062 592 465
Reference 11183/114 Dwg No. 11183DU1-13
REV 3 DATE 22/08/2010 DR GGV SVY JMH

Signing page

EXECUTED as a land management agreement pursuant to section 57 of the *Development Act 1993*.

Executed by **HURLEYS ARKABA FREEHOLD
PTY LTD ACN 050 661 213** pursuant to section
127 of the *Corporations Act 2001*

Signature of director

PETER JOHN HURLEY

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

JENNIFER RUTH HURLEY

Name of director/company secretary (print)

**THE COMMON SEAL of THE CORPORATION
OF THE CITY OF UNLEY** is fixed to this
document in the presence of

Signature of Mayor

KILHARD EVERITT THORNTON

Name of Mayor (print)

Signature of CEO

Name of CEO (print)



seal affixed

MinterEllison


LAWYERS

Shauna de
Quan Va Le and ~~Mihn Va Le~~ of c/- 902 Grand Junction Road, Gilles Plains SA 5086 as registered lessees of Lease No. 11583629 hereby consents to this Land Management Agreement.

Signed by Quan Va Le in the presence of


Signature of witness Quan Va Le


Quan Va Le



Name of witness (print)
Signature

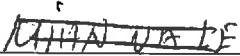
Tuyen THI BACH HUA
Name of Witness (Print).


27 HANSON RD. WOODVILLE, 5012
Address of witness

83477009
Phone number of witness

Shauna de
Signed by ~~Mihn Va Le~~ in the presence of


Signature of witness Shauna de


~~Mihn Va Le~~ Shauna de
Mihn Va Le Shauna de


Name of witness (print)
Signature

Tuyen THI BACH HUA
Name of witness (Print).

27 HANSON RD. WOODVILLE SOUTH, 5012
Address of witness

83477009
Phone number of witness

MinterEllison

LAWYERS

Consents of persons with legal interest

H3GA Properties (No. 3) Pty Ltd ACN 117 230 574 of Level 7, 40 Mount Street North Sydney NSW 2060 as registered lessee under Lease No. 10209492, 10209493 and 10209494 hereby consents to this Land Management Agreement.


Executed by **H3GA PROPERTIES (NO. 3)**
PTY LTD ACN 117 230 574 pursuant to section
127 of the Corporations Act 2001
(1).

Signature of director


Michael Young
Chief Technology Officer

Name of director (print)

Signature of director/company secretary
(Please date as applicable)


Company Secretary

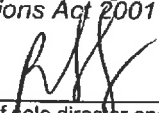
Louise Saxon
Name of director/company secretary (print)

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LAWYERS

C.J. Balasis Pty Ltd A.C.N. 050 693 484 of 176 Glen Osmond Road Fullarton SA 5063 and **Dr Con J Balasis Super Fund Pty Ltd A.C.N. 151 351 469** of Level 1, 125B The parade Norwood SA 5067 as proprietors of rights and liberties over portions of the Land hereby consents to the within Land Management Agreement.

 Executed by **C.J. Balasis Pty Ltd A.C.N. 050 693 484** pursuant to section 127 of the Corporations Act 2001




Signature of sole director and sole company secretary

←
who states that he or she is the sole director and the sole company secretary of the company.

Con Jack Balasis

Name of sole director and sole company secretary (print)

 Executed by **Dr Con J Balasis Super Fund Pty Ltd A.C.N. 151 351 469** pursuant to section 127 of the Corporations Act 2001



Signature of sole director and sole company secretary

←
who states that he or she is the sole director and the sole company secretary of the company.

Con Jack Balasis

Name of sole director and sole company secretary (print)

MinterEllison

L A W Y E R S

Consents of persons with legal interest

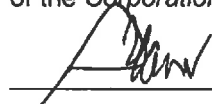
What Po Pty Ltd ACN 097 724 279 of PO Box 424 Fullarton SA 5063 as registered lessee under Leases No. 11774171 hereby consents to this Land Management Agreement.

Executed by

WHAT PO PTY LTD

ACN 097 724 279

in accordance with Section 127 (1)
of the Corporations Act 2001 by:-



Signature of Sole Director and Secretary

DESMOND ANTHONY KEANE

Print full name of Sole Director and Secretary



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LAWYERS

Legal01/6099663

Arkaba Pharmacy Pty Ltd ACN 113 078 336 of Star Pharmacy Group Pty Ltd 129 Sir Donald Bradman Drive Hilton SA 5033 as registered lessee of Lease No. 10370865 hereby consents to this Land Management Agreement.

Executed by **ARKABA PHARMACY PTY LTD**
ACN 113 078 336 pursuant to section 127 of
the Corporations Act 2001

Signature of director ~~and secretary~~

Sole

Peter Ting

Name of director (print) ~~and secretary~~

Sole

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

MinterEllison

LAWYERS

SA TAB Pty Ltd A.C.N. 097 719 107 of 188 Richmond Road Marleston SA 5033 as caveator pursuant to Caveat No. 1018879 hereby consents to this Land Management Agreement.

Executed by SA TAB PTY LTD A.C.N. 097
719 107 pursuant to section 127 of the
Corporations Act 2001

Signature of director

BARBIE FLETCHER
Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

TIMOTHY AVERY DEVINE
Name of director/company secretary (print)

MinterEllison

LAWYERS

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005 357 522 of Level 2, 100 Queen Street Melbourne Victoria 3000 (the "Bank") the proprietor of Mortgages No. 7120963, 8515887, 8515883, 8515885 at the request of the parties to the Land Management Agreement CONSENTS to the granting of the Land Management Agreement and all other provisions of the Land Management Agreement subject to these provisions:

This consent is without prejudice to the right of the Bank to exercise its rights under its Mortgage subject to the rights of the Council under the Land Management Agreement.

When the Bank exercises its rights under its Mortgage, it has all the rights of the Owner under the Land Management Agreement:

- (a) to enforce observance of all covenants in the Land Management Agreement relating to the use and occupation of the Land;
- (b) to exercise all rights, powers, privileges, remedies and authorities of the Owner (including all right of re-entry and all incidental powers); and
- (c) to do all acts and grant all consents and licences to the same extent as if those covenants, provisions, rights, powers, privileges and authorities were given to the Bank.

The Bank will not be liable to observe or perform any of the obligations of the Owner under the Land Management Agreement unless it becomes mortgagee in possession.

SIGNED

By **DAVID GEORGE BEE**

As Attorney for **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**
in the presence of *David*

FOTIOS MATSOULIDAKIS
(08) 7088 9162
11-29 Waymouth Street
Adelaide SA 5000
Bank Officer

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
by its Attorney



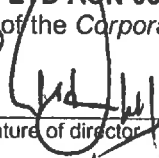
P/A No. ~~7402568~~ **9480082**
Manager

MinterEllison

L A W Y E R S

The Owner hereby certifies pursuant to Section 57(4) of the *Development Act 1993* that no other person has a legal interest in the Land.


Executed by **HURLEYS ARKABA FREEHOLD
PTY LTD ACN 050 661 213** pursuant to section
127 of the *Corporations Act 2001*



Signature of director

PETER JOHN HURLEY

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

JENNIFER RUTH HURLEY

Name of director/company secretary (print)

MinterEllison

LAWYERS

Orig. AG 11892444



11:55 13-Feb-2013

6 of 6

Fees: \$0.00

Prefix

AG

Series No.

5

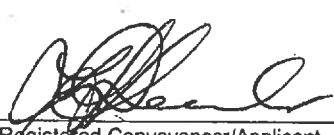
LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886


Solicitor/Registered Conveyancer/Applicant

Hayley Nichole Schroeder

15:02 14/02/2013 02-014403
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00

AGENT CODE

Lodged by: Minter Ellison

MIEL 7

Correction to: Minter Ellison 4533044

MIEL 7

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. CT 5232/318 + 319
2. 5485/693
3. 5888/971 + 972
- 4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
CT 5232/318 + 319	All new Titles to KELL 48
CT 5485/693	
CT 5888/972	
CT 5888/971	New Titles to MIEL 7.

CORRECTION 20.2.2013
SEAN FROST DWSO

PASSED

OF

REGISTERED 21.3.2013



PRO



REGISTRAR-GENERAL

Insert type of document

here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT

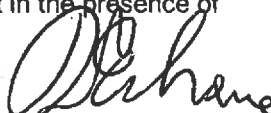
To the Registrar-General:

1. **THE CORPORATION OF THE CITY OF UNLEY** ('the Council') of 181 Unley Road Unley 5061 has entered into the attached Land Management Agreement dated 3 November 2010 ('the Deed') with **HURLEYS ARKABA FREEHOLD PTY LTD** ACN 050 661 213 of 150 Glen Osmond Road Fullarton SA 5063 pursuant to s 57(2) of the *Development Act 1993* ('the Act').
2. The Deed relates to the whole of the land comprised in Certificates of Title Register Book Volume 5232 Folio 318, Volume 5232 Folio 319, Volume 5485 Folio 693, Volume 5888 Folios 971 and 972 ('the land').
and now being allotments 200, 201, 202 and 203 in DP 85408.

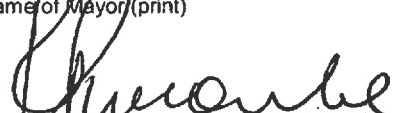
NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Deed against the land.

DATED the 3rd day of November 2010

THE COMMON SEAL of THE CORPORATION OF THE CITY OF UNLEY is fixed to this document in the presence of


Signature of Mayor

RICHARD EVERETT THORNE
Name of Mayor (print)


Signature of CEO

ALAN RAYMOND PINCOMBE
Name of CEO (print)

