

GRANT OF EASEMENT

Pursuant to Section 96 of the Real Property Act 1886

Certificate(s) of Title over which rights and liberties are being granted

The whole of the land comprised in Certificate of Title VOLUME 5786 FOLIO 240

Estate and Interest

FEE SIMPLE

Encumbrances

NIL

Grantor(s) (Full Name and Address)

THE CORPORATION OF THE CITY OF UNLEY of PO Box 1 Unley SA 5061

Consideration

Pursuant to Land Management Agreement dated 10th day of March 2000

Grantee(s) (Full Name, Address and Certificate of Title affected)

BELLSBRIDGE PTY LTD ACN 008 011 970 and EVANGELOS FERMANTZIS both of c/- Page & Co Pty Ltd 23 Beulah Road Norwood SA 5067 the registered proprietors of the land comprised in Certificate of Title Volume 5864 Folio 405

To be inserted on right
of Land Management
Agreement
Original Document

To be completed by lodging party

ANNEXURE to Land Management Agreement dated
over Certificate of Title Volume: 5520 Folio: 755 and
Volume 5864 Folios 405 & 406

NUMBER
Office use only

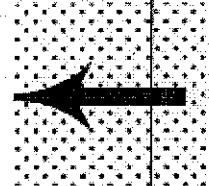
THE CORPORATION OF THE CITY OF UNLEY of 181 Unley Road Unley SA 5061 as Lessee under and by virtue of Memorandum of Lease No'd. 9464674 hereby consents to H. Simone Investments Pty Ltd ACN 008 081 365 entering into the Agreement

Dated the _____ day of _____ 2004

THE COMMON SEAL of the
CORPORATION OF THE CITY OF UNLEY
is hereunto affixed in the presence of:

Mayor

City Manager



GRANT OF EASEMENT

Pursuant to Section 98 of the Real Property Act 1886

Certificate(s) of Title over which rights and liberties are being granted

The whole of the land comprised in Certificate of Title VOLUME 5786 FOLIO 240

Estate and Interest

FEE SIMPLE

Encumbrances

NIL

Grantor(s) (Full Name and Address)

THE CORPORATION OF THE CITY OF UNLEY of PO Box 1 Unley SA 5061

Consideration

Pursuant to Land Management Agreement dated 10th day of March 2000

Grantee(s) (Full Name, Address and Certificate of Title affected)

BELLSBRIDGE PTY LTD ACN 008 011 970 and DIMITRA FERMANTZIS both of c/- Page & Co Pty Ltd 23 Beulah Road Norwood SA 5067 the registered proprietors of the land comprised in Certificate of Title Volume 5864 Folio 406

DATED THE

DAY OF

20

EXECUTION (GRANTOR)

THE COMMON SEAL of the
CORPORATION OF THE CITY OF UNLEY
is hereunto affixed in the presence of:

.....
Mayor

.....
City Manager

ACCEPTANCE (GRANTEE)

The within grant is hereby accepted

THE COMMON SEAL of)
BELLSBRIDGE PTY LTD)
was affixed with the authority of the)
Board of Directors and in the presence of:)

.....
Director

.....
Director/Secretary

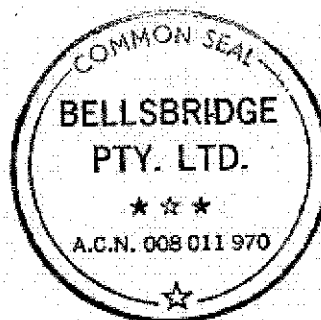
SIGNED by)
EVANGELOS FERMANTZIS)

.....
in the presence of:)

Full Name: BABIL PLATO FERMANTZIS

Address: 47 LODGE PLACE
HAZELWOOD VIC 3176

Phone No. 8379 6266



GRANT OF EASEMENT

Pursuant to Section 96 of the Real Property Act 1886

Certificate(s) of Title over which rights and liberties are being granted

The whole of the land comprised in Certificate of Title VOLUME 5786 FOLIO 240

Estate and interest

FEE SIMPLE

Encumbrances

NIL

Grantor(s) (Full Name and Address)

THE CORPORATION OF THE CITY OF UNLEY of PO Box 1 Unley SA 5061

Consideration

Pursuant to Land Management Agreement dated 10th day of March 2000

Grantee(s) (Full Name, Address and Certificate of Title affected)

H. SIMONE INVESTMENTS PTY. LTD. ACN 008 081 365 of 62 The Parade Norwood SA 5067 as registered proprietor of the land comprised in Certificate of Title Volume 5520 Folio 755

DATED THE

DAY OF

20

EXECUTION (GRANTOR)

THE COMMON SEAL of the)
CORPORATION OF THE CITY OF UNLEY)
is hereunto affixed in the presence of:)

.....
Mayor

.....
City Manager

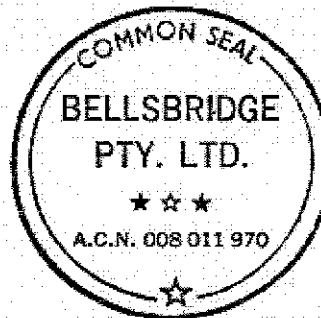
ACCEPTANCE (GRANTEE)

The within grant is hereby accepted.

THE COMMON SEAL of)
BELLSBRIDGE PTY LTD)
was affixed with the authority of the)
Board of Directors and in the presence of:)

.....
Director

.....
Director/Secretary



SIGNED by)
DIMITRA FERMANTZIS)
.....)
in the presence of:)

Full Name: BASIL PLATO FERMANTZIS

Address: 47 COTTON PLACE

107 ELWOOD PK. 5066

Phone No. 8379 6266

Insert type of document
here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General,

1. **THE CORPORATION OF THE CITY OF UNLEY** of 181 Unley Road Unley 5061 has entered into the attached Land Management Agreement dated the 10th day of March 200 ('the Agreement') with H. Simone Investments Pty Ltd ACN 008 081 365 of 62 The Parade Norwood SA 5067, Bellsbridge Pty Ltd ACN 008 011 970, Dimitra Fermantzis and Evangelos Fermantzis all of c/- Page and Co Pty Ltd 23 Beulah Road Norwood SA 5067 pursuant to s 57(2) of the *Development Act 1993* ('the Act').
2. The Agreement relates to the whole of the land comprised in Certificates of Title Register Book Volume 5520 Folio 755, Volume 5864 Folio 406 and Volume 5864 Folio 405 ('the land').

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

Dated the

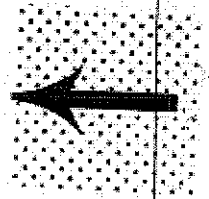
day of

2003

THE COMMON SEAL of the
CORPORATION OF THE CITY OF UNLEY
is hereunto affixed in the presence of:

Mayor

City Manager



DATED THE

DAY OF

20

EXECUTION (GRANTOR)

THE COMMON SEAL of the
CORPORATION OF THE CITY OF UNLEY
is hereunto affixed in the presence of:

.....
Mayor

.....
City Manager

ACCEPTANCE (GRANTEE)

The within grant is hereby accepted.

THE COMMON SEAL of
H. SIMONE INVESTMENTS PTY LTD)
was affixed with the authority of the)
Board of Directors and in the presence of:)

.....
Director and Sole Secretary

.....
Secretary



Insert type of document
here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(5) of the *Development Act 1993*)

COPY

To the Registrar-General,

1. **THE CORPORATION OF THE CITY OF UNLEY** of 181 Unley Road Unley 5061 has entered into the attached Land Management Agreement dated the 10th day of March 200 ('the Agreement') with H. Simone Investments Pty Ltd ACN 008 081 365 of 62 The Parade Norwood SA 5067, Bellisbridge Pty Ltd ACN 008 011 970, Dimitra Fermantzis and Evangelos Fermantzis all of c/- Page and Co Pty Ltd 23 Beulah Road Norwood SA 5067 pursuant to s 57(2) of the *Development Act 1993* ('the Act').
2. The Agreement relates to the whole of the land comprised in Certificates of Title Register Book Volume 5520 Folio 755, Volume 5864 Folio 406 and Volume 5864 Folio 405 ('the land').

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

Dated the _____ day of _____ 2003

THE COMMON SEAL of the)
CORPORATION OF THE CITY OF UNLEY)
Is hereunto affixed in the presence of:)

.....
Mayor

.....
City Manager

FORM B1
Attach to inside
left hand corner

To be completed by lodging party ANNEXURE to Land Management Agreement dated over Certificate of Title Volume: 5520 Folio: 755 and Volume 5864 Folios 405 & 406	NUMBER Office use only
ENOTECA MEZZA-LUNA PTY LTD ACN 077 343 367 of 150 King William Street Hyde Park SA 5061 as Lessee under and by virtue of Memorandum of Lease No'd. 8270982 hereby consents to Bellsbridge Pty Ltd ACN 008 011 970 and Evangelos Fermantzis entering into the Agreement EXECUTED BY ENOTECA MEZZA-LUNA PTY LTD By the authority of the Sole Director / Secretary Sole Director / Secretary Full Name of Director / Secretary <i>Avram John Michelson</i>	

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD ACN 005 357 522 of 13 Grenfell Street Adelaide SA 5000 as mortgagee of Lease pursuant of Memorandum of Mortgage no'd 8270983 hereby consents to Bellsbridge Pty Ltd ACN 008 011 970 and Evangelos Fermanizis entering into the Agreement

Dated the

day of

2003

ANZ CONSORT

EXECUTION AND ATTESTATION	
SIGNED AND APPEARED before me	DATED 16/12/03
	AUSTRALIA AND NEW ZEALAND BANKING GROUP
for	By its Attorney
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED under Power of Attorney	SUSAN BARNES
Registered No. 7407688 the party executing	who hereby certifies that he is (s/he)
the above instrument being a person well	ACTING SECURITY MANDATE
known to me and did freely and voluntarily sign	for the time being of Australia and New Zealand Banking
the same	Group Limited
	RABIKA ALWIS
Signature of Witness	Print Full Name of Witness
13/452 FLINDERS ST	03-96438183
Address of Witness MELBOURNE, VIC	Business Hours Telephone No. SA.

FORM B1

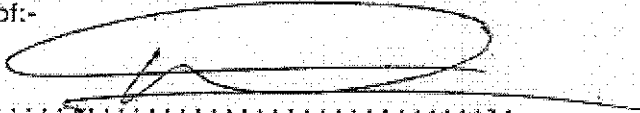
Attach to inside
left hand corner

To be completed by lodging party ANNEXURE to Land Management Agreement dated over Certificate of Title Volume: 5520 Folio: 755 and Volume 5864 Folios 405 & 406	NUMBER Office use only
--	---------------------------

of 1st Floor, 151 King William Road Hyde Park SA
MOUNT MCKENZIE WINE COMPANY PTY LTD (ACN 0064 287 654) of ~~2 Jasper Street Hyde Park SA 5061~~ as
 Lessee pursuant to Memorandum of Lease No'd. 9817890 hereby consents to Bellsbridge Pty Ltd ACN 008 011 970
 and Dimitra Fermantzis entering into the Agreement

Dated the 28th day of September 2004

THE COMMON SEAL of
 MOUNT MCKENZIE WINE COMPANY PTY LTD
 ACN 064 287 654
 was affixed with
 the authority of the
 Board of Directors
 and in the presence
 of:-



 Director



 Director/Secretary



To be completed by lodging party

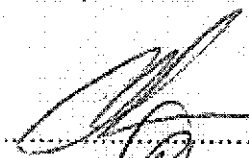
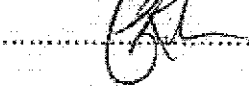
NUMBER
Office use only

ANNEXURE to Land Management Agreement dated
over Certificate of Title Volume: 5520 Folio: 755 and
Volume 5864 Folios 405 & 406

HYDE PARK ESPRESSO BAR PTY LTD (ACN 100 766 381) of Suite 21, Level 1, 168 Melbourne Street North
Adelaide SA 5006 as Lessee under Memorandum of Lease 9464673 hereby consents to the H. Simone Investments
Pty Ltd entering into the within Agreement

The Common Seal of
HYDE PARK ESPRESSO BAR PTY LTD
ACN 100 766 381
is hereunto affixed
in the presence of:

)
)
)
)

..... Director

..... Director / Secretary

NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 of 22 King William Street Adelaide SA 5000 as mortgagee pursuant to Memorandum of Mortgage No's. 6920496 and 7442835 hereby consents to H. Simone Investments Pty Ltd ACN 008 081 365 entering into the Agreement

Dated the

31st

day of

July

2002-3

National Australia Bank Limited
ACN 004 044 937 By its Attorney

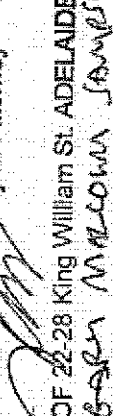

of 22-28 King William St ADELAIDE

Steven John Farnell
Business Banking Manager
In the State of South Australia
P.A. No. 7075481
In the Presence of:


JULIANNE EVANS
33 Rundle Street KENT TOWN S.A. 5067
PH 08 81302600

NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 of 22 King William Street Adelaide SA 5000 as mortgagee pursuant to Memorandum of Mortgage No'd. 6701532 hereby consents to Bellsbridge Pty Ltd ACN 008 011 970 and Evangelos Fermanzis entering into the Agreement

NATIONAL AUSTRALIA BANK LTD
ACN 004 044 937 By its Attorney


OF 22-28 King William St ADELAIDE
Gary Malcolm Jamieson
Relationship Manager
In the State of South Australia
P/A No. 7075481

In the Presence of:

(Signature)

DAVID ANDREW FORTH

(Full Name)

22-28 King William Street ADELAIDE

PA 8407 6090

LAND MANAGEMENT AGREEMENT

LAND MANAGEMENT AGREEMENT dated 10 day of March 2000.

BETWEEN THE OWNERS (the individuals and companies listed in Schedule 1) ("the Owners") of the one part

AND THE CORPORATION OF THE CITY OF UNLEY of 181 Unley Road, Unley in the State of South Australia ("the Council") of the other part

RECITALS

- A. The Owners are the registered proprietors of certain land in King William Road, Hyde Park the details of which are set out in Schedule 1 ("the Owners Land").
- B. The Council has effected a closure of Walter Street to provide opportunities for revitalisation of retail shops and restaurants by the provision of streetscaping and encouragement of active trading to Walter Street where appropriate.
- C. Portion of the land formerly comprised in Walter Street has been closed and a separate certificate of title will be issued ("the Walter Street Title").
- D. The Owners currently utilise the Land for the purposes of the Owners' businesses fronting King William Road, Hyde Park.
- E. At the request of the Owners the Council has undertaken the development of portion of the Owners' Land to create an integrated landscaped carpark, delineation and details of which are shown on the plan in Attachment A ("the Carpark Land").
- F. The Owners will where required, grant to each other rights of way over the Carpark Land to allow access to each other to and from each and every portion of the Carpark Land and rights for the purposes of shared carparking. The Council will grant rights of way over the Walter Street Title to the Owners to provide access to the Carpark Land from King William Road. Details of the rights of way and other rights to be granted and accepted by the Owners and the Council are indicated in the Plan for Easement in Attachment B.
- G. The Council and the Owners 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 carparking provision on a permanent basis for the benefit of the Council area as a whole.

The parties agree as follows:

1. OWNERS' OBLIGATIONS

1.1 The Owners agree with the Council and with each other:

- (a) to execute and register all documents and to do all things necessary to effect the rights to be created in accordance with the Plan for Basement in Attachment B ("The Rights");
- (b) not to extinguish or in any way alter the terms of the Rights without the consent of all the parties to this Agreement;
- (c) to ensure that the Carpark Land is kept free of all obstructions, to manage the area to provide for the efficient and effective operation of carparking and access to and from the Carpark Land and to ensure that no fences are erected between the properties;
- (d) to contribute in equal shares to the Council's annual maintenance and repair costs ("Annual Maintenance Cost") of the Carpark Land as set out in Schedule 2 of this Agreement;
- (e) to self insure against any loss or damage which could be covered by public risk or other liability insurance in relation to the risks for which the Owners are responsible under this Agreement;
- (f) to grant a licence to the Council, its agents and contractors to enter the Carpark Land and the Owners Land at any time for the purposes of fulfilling its obligations or exercising its rights under this Agreement; and
- (g) that no dedicated or exclusive carparking spaces will be reserved or created either in association with the Owners' businesses or for their tenants on the Carpark Land.

2. COUNCIL'S OBLIGATIONS

2.1 The Council agrees with the Owners:

- (a) to maintain the Carpark Land in a good and serviceable condition and to provide for and supervise the regular cleaning of the Carpark Land; and
- (b) to maintain and preserve landscaping and other improvements implemented or constructed by the Council on the Carpark Land.

3. TERMINATION AND REVIEW

- 3.1 The Council agrees to initiate a review of the arrangements given effect to by this Agreement after 20 years of the date of this Agreement.
- 3.2 The review will consider whether the arrangements should be varied, terminated or substituted with alternative arrangements.
- 3.3 The Council may determine, as a result of the review that this Agreement be varied or terminated.
- 3.4 Prior to the initiation of the review this Agreement may be varied or terminated only with the consent of all the parties to this Agreement.

4. BREACH

- 4.1 If any of the parties is in breach of this Agreement the Council may by notice in writing require the party responsible for the breach to rectify it within 7 days of the date of the notice.
- 4.2 If the breach is not rectified within the time required in the notice Council may:
- (a) seek injunctive or other relief seeking to rectify the breach;
 - (b) undertake works or actions to rectify the breach and may recover the costs against the party or parties responsible for the breach.
- 4.3 To the extent permitted by law, action to rectify or address breaches of this Agreement may be resolved as between any two or more of the parties to this Agreement and to the extent that other parties are not involved in the specific breach they will not be liable for any consequence or failure to rectify the breach or any directions, orders or other consequential action taken to rectify the breach.

5. INDEMNITY

- 5.1 The operation of the Carpark Land is entirely at the risk of the Owners. Except as are attributable to the negligence of the Council, the Council is not responsible for any loss, damage or injury to persons or property arising out of the fulfilment of the Council's obligations under this Agreement.
- 5.2 The Owners indemnify the Council for all actions, claims, costs and demands in respect of damage or injury to property or persons arising directly or indirectly as a consequence of the use by the Owners of the Carpark Land.

6. NOTICES

- 6.1 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.
- 6.2 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 business days after the date of posting and in the case of facsimile, on the first business day after the date of transmission (providing the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).
- 6.3 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.

7. GOVERNING LAW

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

8. ENTIRE AGREEMENT AND VARIATION

- 8.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter.
- 8.2 This Agreement must not be changed or modified in any way subsequent to its execution except in writing signed by all the parties.

9. REGISTRATION

- 9.1 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.

10. COSTS

- 10.1 The Council agrees to bear the costs of the preparation, registration and stamping of this Agreement.
- 10.2 Each of the Owners 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.

11. DEFINITIONS

11.1 In this Agreement unless the context otherwise requires:

"Council" means the Corporation of the City of Unley and its successors, assigns, employees, agents and contractors.

"the Carpark Land" means the Land delineated in Attachment A.

"the Owners" mean the individuals and companies listed in Schedule 1 of this Agreement and their successors and assigns.

"Plan for Easement" means the plan in Annexure B.

"The Rights" means the rights of way and other rights to be created in accordance with the Plan for Easement:

- (a) free and unrestricted rights of way over those portions of the Carpark Land indicated and noted in the Plan for Easement; and
- (b) free and unrestricted rights and liberty for the Owners their successors in title and their and each of their 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 indicated in the Plan for Easement.

-6-

SCHEDULE 1
The Owners and The Land

H. Simone Investments Pty Ltd of 62 The Parade Norwood SA 5067
Certificate of Title Register Book Volume 5520 Folio 755
Lot 153 Filed Plan 10582

Bells Bridge Pty Ltd of 99 undivided 100th parts C/- Page & Co Pty Ltd 23 Benlah Road
Norwood SA 5067 and Dimitria Fermanzsis of 1 undivided 100th part both of 19 Jenkins
Avenue Myrtle Bank SA 5064
Certificate of Title Register Book Volume 5127 Folio 333
Lot 154 Filed Plan 10582

Bells Bridge Pty Ltd of 99 undivided 100th parts and Evangelos Fermanzsis of 1 undivided
100th part both of 19 Jenkins Avenue Myrtle Bank SA 5064
Certificate of Title Register Book Volume 5095 Folio 773
Lot 55 Deposited Plan 34451

SCHEDULE 2

Annual Maintenance Cost

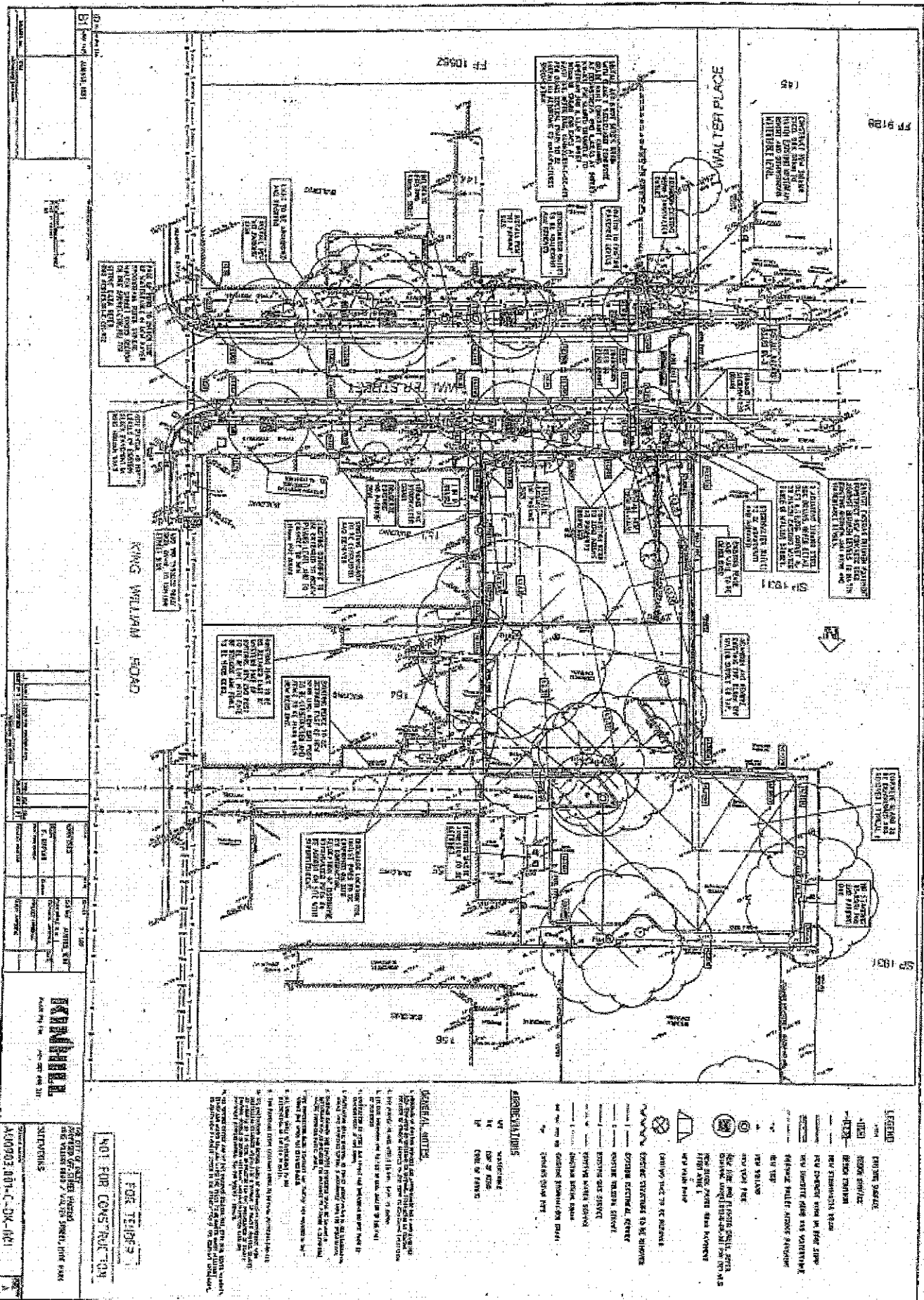
1. The Annual Maintenance Cost of \$1,424 for the first year of the operation of this Agreement is to be paid in equal shares by the Owners listed in Schedule 1, 30 days after presentation of an invoice by the Council to each of the Owners;
2. On each anniversary of the date of this Agreement the Annual Maintenance Cost be reviewed and at a minimum will be increased by the percentage increase in the Consumer Price Index (All Groups) for Adelaide over the preceding twelve (12) month period.
3. The Annual Maintenance Cost is based on:
 - 3.1 Garbage Bins \$4.50 per week per bin for one pick up
 - 3.2 Lighting \$22.7 cents per day per light or \$83.00 per annum
 - 3.3 Landscaping Maintenance \$75.00 per visit
 - 3.4 Sweeping \$27.00 per visit

Assuming two garbage bins are emptied weekly, landscaping visits each quarter, sweeping once per month and four light the Annual Maintenance Cost comprises:

Garbage Bins	2 @ \$4.50 x 52 =	468.00
Lighting	4 @ \$83.00 =	332.00
Landscaping	4 @ \$75.00 =	300.00
Sweeping	12 @ \$27.00 =	324.00
		\$ 1424.00

ATTACHMENT A

Plans Delineate the Carpark Land and the design of the Integrated Carpark (Kinhill)





ATTACHEMENT B

Plan for Easement

0669 826 8279, T&E CP, Fedn IT & ECP



Chlorine 35.453

EXECUTED as an Agreement.

THE COMMON SEAL of H. SIMONE
INVESTMENTS PTY LTD is hereunto
affixed in the presence of:

.....
Director

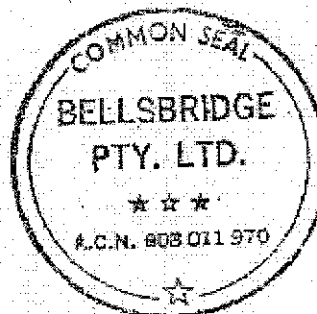
.....
Secretary



THE COMMON SEAL of BELLS
BRIDGE PTY LTD is hereunto affixed in
the presence of:

.....
Director

.....
Secretary



SIGNED by DIMITRIA FERMANTZIS
in the presence of:

.....
Dimitria Fermintzis

.....
Witness

SIGNED by EVANGELOS
FERMANTZIS in the presence of:

.....
Evangelos Fermintzis

.....
Witness

THE COMMON SEAL of THE
CORPORATION OF THE CITY OF
UNLEY is hereunto affixed in the presence
of:

.....
Mayor

.....
City Manager

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
_____ Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by:

Correction to:

MINTER ELLISON

MIEL

6/02/2002

PropEnv: 97026.1.doc

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

Series No.	Prefix
	AG

Single copy.

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.

CORRECTION

PASSED

REGISTERED

REGISTRAR-GENERAL