

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

Orig. AG 10180217



15:24 4-Mar-2005

15 of 15

Fees: \$98.00

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

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
15	AG

Single copy.

BELOW THIS LINE FOR OFFICE USE ONLY

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

CORRECTION DV 30
12-4-2005

PASSED

REGISTERED 4-7-2005

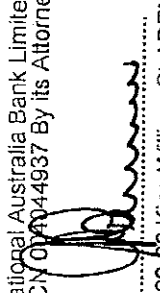
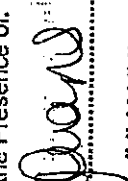
Minter Ellison



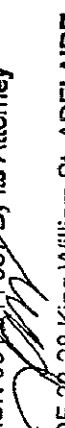
REGISTRAR-GENERAL

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

National Australia Bank Limited
ACN 004 044 937 By its Attorney

of 22-28 King William St ADELAIDE
STEVEN JOHN PALMER
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 Fermantzis entering into the Agreement

NATIONAL AUSTRALIA BANK LTD
ACN 004 044 937 By its Attorney


OF 22-28 King William St. ADELAIDE
GARY MALCOLM SAMPSON
Relationship Manager
In the State of South Australia
P/A No. 7075481

In the Presence of:

(Signature) 

DAVID ANDREW FARRAR
(Full Name)

22-28 King William Street ADELAIDE
SA 5000
PH 08 8407 6090

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 2000 ('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'). *together with the rights and liberties set out in Schedule A (the land)*

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

Dated the

2nd

day of

March

2005

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

Mayor

City Manager

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

Dated the


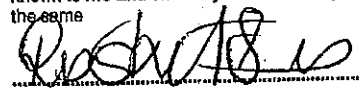
20th

day of

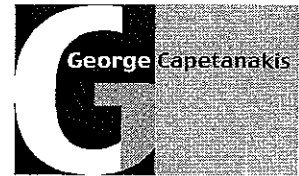
September

2003

At

EXECUTION AND ATTESTATION	
SIGNED AND APPEARED before me	DATED 16/12/03
	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED By its Attorney
for	SUSAN BARNES
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED under Power of Attorney Registered No. 7407568 the party executing the above instrument being a person well known to me and did freely and voluntarily sign the same	who hereby certifies that he is a(n)
	ACTING SECURITY MANAGER
Signature of Witness	for the time being of Australia and New Zealand Banking Group Limited
13/452 FLINDERS ST	ROBIKA ALLO
Address of Witness MELBOURNE, VIC	Print Full Name of Witness
03-96438183	Business Hours Telephone No.
	SA.

PROVISIONAL BUILDING RULES CONSENT - SECTION 93(b)



Building Surveyor and Consultant

109 Crozier Avenue
MELROSE PARK SA 5039
Phone: (08) 8277 8057
Fax: (08) 8277 8058
Mobile: 0438 123 617
Email: georgecap@picknowl.com.au

COUNCIL : CORPORATION OF THE CITY OF UNLEY

DEVELOPMENT APPLICATION No : 090/582/2005/C2/1/A

APPLICANT : P Apostolakos

PROPOSED DEVELOPMENT : Two single storey semi-detached dwellings & carports

OWNER : P Apostolakos

12 JUL 2006

SITE ADDRESS : No 16 Ada Street, GOODWOOD

Building Rules Consent has been granted for the proposed development described in the enclosed Decision Notification Form, pursuant to Section 93(b) of the Development Act 1993.

Enclosed for your attention are:


- the Decision Notification Form (plus one copy for the applicant);
- two copies of the documentation endorsed with the Certifier's consent; and
- a copy of the certificate of insurance in accordance with Regulation 21,

all as prescribed in Regulations 92 and 93 of the Development Regulations 1993.

Pursuant to Regulation 92(2)(c) we certify that the Provisional Building Rules Consent is *consistent* with the Provisional Development Plan Consent and any conditions or notes that apply in relation to the Provisional Plan Consent.

According to Regulation 46 of the Development Regulations 1993, if it appears to a relevant authority that all consents necessary for the approval of a particular development have been obtained under Division 1 of Part 4 of the Act, and that no such consent has lapsed and that all such consents are consistent with each other, the relevant authority must, subject to the Act and any other Act or law, forthwith (and in any event within five business days after receiving the last consent) issue a notice of approval in the form set out in Schedule 11 and forward to the applicant together with:

- a copy of the Private Certifier's decision (Regulation 42(4)); and
- a copy of the endorsed documents (Regulation 47).


George Capetanakis

10 July 2006

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 Easement 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.

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 Beulah Road Norwood SA 5067 and Dimitria Fermantzis 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 Fermantzis 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

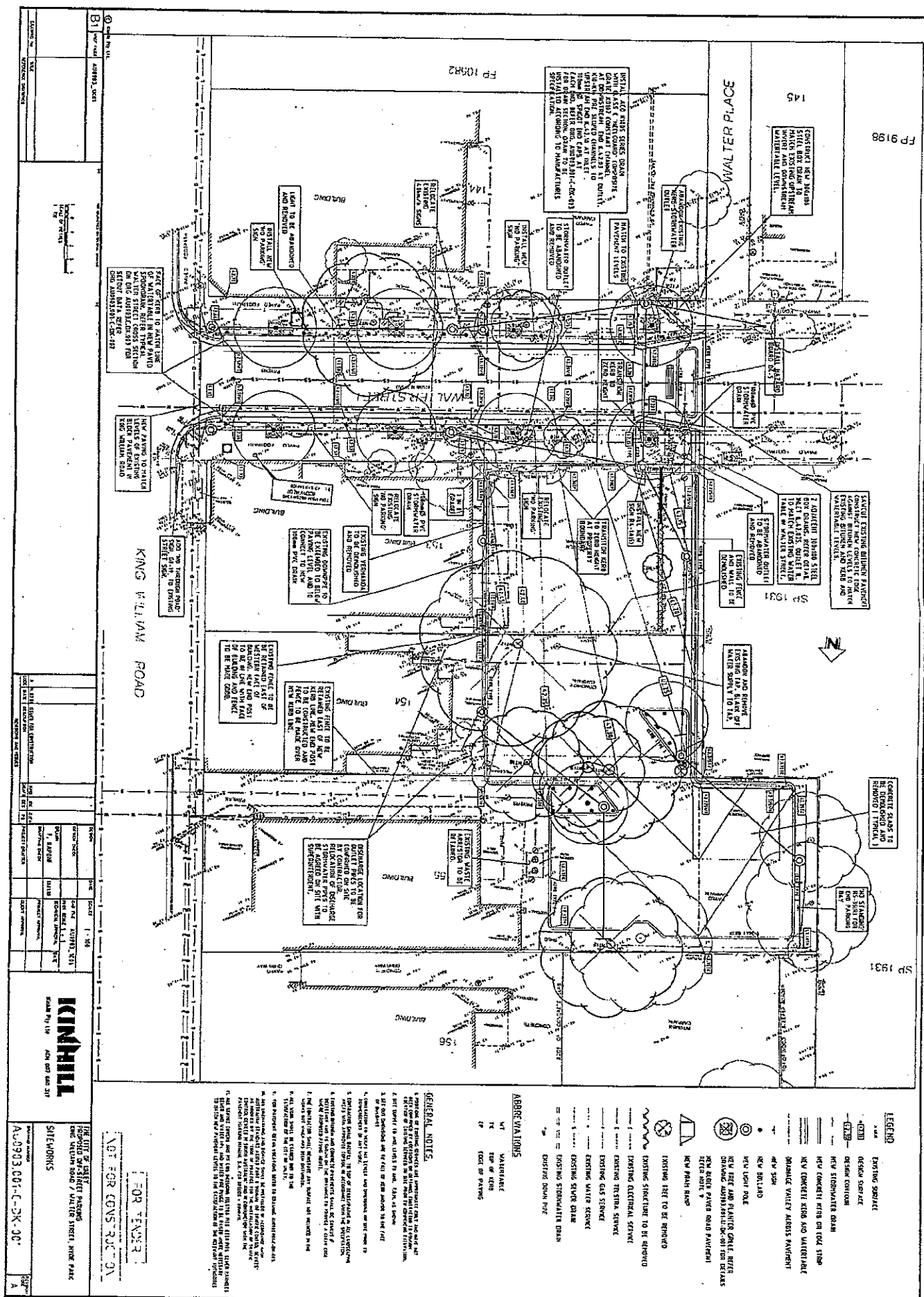
1. The Annual Maintenance Cost of \$1,424 for the first year of the operation of this Agreement is to be paid in equal shares by the Owners listed in Schedule 1, 30 days after presentation of an invoice by the Council to each of the Owners;
2. On each anniversary of the date of this Agreement the Annual 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
		<u>1424.00</u>
		\$ 1424.00

ATTACHMENT A

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



-9-

ATTACHMENT B

Plan for Easement

EXECUTED as an Agreement.

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

[Signature]
.....
Sole Director Secretary

.....
Secretary



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

[Signature]
.....
Director

[Signature]
.....
Secretary



SIGNED by DIMITRIA FERMANTZIS
in the presence of:

[Signature]
.....
Dimitria Fermantzis

[Signature]
.....
Witness

SIGNED by EVANGELOS
FERMANTZIS in the presence of:

[Signature]
.....
Evangelos Fermantzis

[Signature]
.....
Witness

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
<p>Annexure A</p> <p>Land: Certificates of Title Volume 5520 Folio 755, Volume 5864 Folios 405 & 406</p> <p>Applicants: Corporation of the City of Unley, H. Simone Investments Pty Ltd, Bellsbridge Pty Ltd and Dimitira Fermantzis and Evangelos Fermantzis</p> <p>Dealing: Land Management Agreement</p> <p>206 The rights and liberties set out in Grant of Easement dated 2 March 2005 between The Corporation of the City of Unley and Bellsbridge Pty Ltd and Evengelos Fermantzis being portion of the land comprised in Certificate of Title Volume 5786 Folio 240 ✓</p> <p>207 The rights and liberties set out in Grant of Easement dated 2 March 2005 between The Corporation of the City of Unley and Bellsbridge Pty Ltd and Dimitira Fermantzis being portion of the land comprised in Certificate of Title Volume 5786 Folio 240 ✓</p> <p>208 The rights and liberties set out in Grant of Easement dated 2 March 2005 between The Corporation of the City of Unley and H. Simone Investments Pty Ltd being portion of the land comprised in Certificate of Title Volume 5786 Folio 240 ✓</p> <p>209 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the H. Simone Investments Pty Ltd and Bellsbridge Pty Ltd and Evengelos Fermantzis being portion of the land comprised in Certificate of Title Volume 5520 Folio 755 ✓</p> <p>210 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the H. Simone Investments Pty Ltd and Bellsbridge Pty Ltd and Dimitira Fermantzis being portion of the land comprised in Certificate of Title Volume 5520 Folio 755 ✓</p> <p>211 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the Bellsbridge Pty Ltd and Dimitira Fermantzis and Bellsbridge Pty Ltd and Evengelos Fermantzis being portion of the land comprised in Certificate of Title Volume 5864 Folio 406 ✓</p> <p>212 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the Bellsbridge Pty Ltd and Dimitira Fermantzis and Bellsbridge Pty Ltd and H. Simone Investments Pty Ltd being portion of the land comprised in Certificate of Title Volume 5864 Folio 406 ✓</p> <p>213 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the Bellsbridge Pty Ltd and Evengelos Fermantzis and Bellsbridge Pty Ltd and H. Simone Investments Pty Ltd being portion of the land comprised in Certificate of Title Volume 5864 Folio 405 ✓</p> <p>and</p> <p>214 The rights and liberties set out in Grant of Easement dated 2 March 2005 between the Bellsbridge Pty Ltd and Evengelos Fermantzis and Bellsbridge Pty Ltd and Dimitira Fermantzis being portion of the land comprised in Certificate of Title Volume 5864 Folio 405 ✓</p>	

FORM B1

Attach to inside
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To be completed by lodging party

ANNEXURE to Land Management Agreement dated 23.05.
over Certificate of Title Volume: 5520 Folio: 755 and
Volume 5864 Folios 405 & 406

NUMBER

Office use only

Land: The land comprised in CTS Volume 5520/755 & 5864/405 and 406
Applicants: Corporation of City of Adelaide, H. Simone Investments Pty Ltd and Giannoulos Permentis
Deeds: Land Management Agreement
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

Executed by

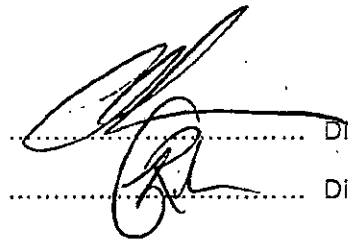
The Common Seal of

HYDE PARK ESPRESSO BAR PTY LTD

ACN 100 766 381 by the authority of

is hereunto affixed the Directors

in the presence of:



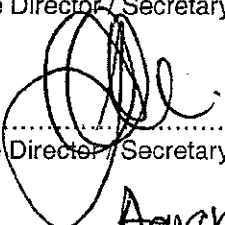
Director



Director / Secretary

FORM B1

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<p>To be completed by lodging party</p> <p>ANNEXURE to Land Management Agreement dated 23.05 over Certificate of Title Volume: 5520 Folio: 755 and Volume 5864 Folios 405 & 406</p>	<p>NUMBER</p> <p>Office use only</p>
<p><i>Card: The land comprised in the 5520/755 and 5864/405 & 406 Applicants: Corporation of the City of Port Phillip, H. Moore Investments Pty Ltd, Bellsbridge Pty Ltd and Evangelos Fermantzis and Dimitris Fermantzis Dealing: Land Management Agreement</i></p>	
<p>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</p>	
<p>EXECUTED BY ENOTECA MEZZA-LUNA PTY LTD By the authority of the Sole Director / Secretary</p> <p></p> <p>..... Sole Director / Secretary</p> <p><i>Aaron John Michelson</i></p> <p>..... Full Name of Director / Secretary</p>	

FORM B1
Attach to inside
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To be completed by lodging party

NUMBER

Office use only

ANNEXURE to Land Management Agreement dated 2.3.05

over Certificate of Title Volume: 5520 Folio: 755 and

Volume 5864 Folios 405 & 406

Land: The land comprised in CTS 5520/755 and CTS 5864/405 & 406
Applicant: Corporation of the City of Sydney M. Dimone Investments Pty Ltd, Bellsbridge Pty Ltd, Dimitra
Fermantzis and Angelos Fermantzis
Dealing Land Management Agreement of 1st Floor, 151 King William Road Hyde Park 2061
MOUNT MCKENZIE WINE COMPANY PTY LTD (ACN 0064 287 654) of 2 Jasper Street Hyde Park SA 5001 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



FORM B1
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To be completed by lodging party ANNEXURE to Land Management Agreement dated 2-3-05 over Certificate of Title Volume: 5520 Folio: 755 and Volume 5864 Folios 405 & 406	NUMBER Office use only
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Land: The land comprised in CT 5520/755 and 5864/405 & 406
 Applicants: The Corporation of the City of Unley, H. Simone Investments Pty Ltd, Angelos Psomantis
 and Daniel Psomantis
 Dealing: Land Management Agreement
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 20th day of September 2004

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

Mayor

City Manager