Form L.1

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those portions of the land comprised and described in Certificate of Title Volume 5709 Folio 145 which are more particularly delineated as "CFS Shed", "Tower Yard", "Porch", "Shed B" and "Yard C" in GRO Plan No. 351/2003 ("the Premises")

Revenue SA -- Stamp Duty
ABN 19 040 349 865
Doc Code EX
RevNetID 101516304
Cons/Val/Sec$ 1.00
SA Proport'n$ 0.00
Stamp Duty $ 0.00
LTO Fees $ 0.00
Interest $ 0.00
Pen/Add Tax $ 0.00
Date 07/11/2003
Copy 2 of 2
---- End of Receipt ----

ESTATE AND INTEREST

Fee simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238 ("the Lessor")

LESSEE (Full Name, Address and Mode of Holding)

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the Administrative Arrangements Act, 1994 of SGIC Building, 211 Victoria Square, Adelaide, South Australia 5000 ("the Lessee")

TERM OF LEASE

TWENTY ONE (21) YEARS

COMMENCING ON THE (the "Commencement Date")	1st	DAY OF	OCTOBER	2003
EXPIRING ON THE	30th	DAY OF	SEPTEMBER	2024

together with the right of renewal (if any) set out in clause 4.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

OPERATIVE CLAUSE [(a)] delete the inapplicable.

The Lessor LEASES TO THE LESSEE the land [(a)] ABOVE/ 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 [(a)] herein / and to the powers and covenants implied by the Real Property Act, 1886 (except to the extent that the same are modified or negatived below).

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

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) 3 to 27 and securely attached)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"**the Common Areas**" means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

"**the Commencement Date**" means the date specified as the Commencement Date on page 1 of this Lease in the panel entitled "Term of Lease";

"the Default Rate" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;

"Insurable Risk" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"the Land" means the whole of the land referred to in Item 1 of the Schedule;

"**the Lessee**" means the said Minister for Emergency Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

"**the Lessee's Representative**" means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

"**the Lessor**" means the Lessor named and described on page 1 of this Lease in the panel entitled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

"**Permitted Use**" means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"**the Premises**" means that land more particularly described on page 1 of this Lease in the panel entitled "Certificates of Title being Leased" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

"**the Services**" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

"**the Term**" means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel entitled "Term of Lease" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.4).

1.2 **Interpretation**

1.2.1 The panel form entitled "Memorandum of Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease;

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease;

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

1.2.5 Any reference to a person shall include a body corporate and vice versa;

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease;

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

2.3 **Maintain Premises**

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting subclause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall

not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting subclause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting subclause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to subclause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times upon reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter upon the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in subclause 2.10.1 as far as it may be liable to do so

pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, upon demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy 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 officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 Insurance

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of fifty million dollars ($50,000,000.00).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one

claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.2.4 The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).

3.2.5 The policy of insurance referred to in subclause 3.2.4 shall:

(a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and

(b) be with an insurer approved by the Lessee.

3.2.6 The Lessor shall upon demand provide to the Lessee:

(a) copies of the policies of insurance referred to in subclause 3.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 3.2.4.

3.2.7 The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

3.2.8 The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

3.3 **Maintenance of Services on the Land**

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 **Common Areas**

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 **Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 **Termination**

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 **Right of First Refusal to purchase freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:-

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of the Land or the Premises (as the case may be) and shall not include the value of any improvements, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require

from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee ("the purchase price") subject to the following terms and conditions:-

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such

Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee,

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this subclause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this subclause 4.3.

4.4 **Right of Renewal**

The Lessor shall, upon the written request of the Lessee made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied

by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

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

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Lease;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

4.10.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

4.11 **Costs**

4.11.1 The Lessee shall pay the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease but not its negotiation.

4.11.2 The Lessee shall bear the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease.

4.11.3 The Lessee shall pay the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the

other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 **Definitions**

For the purposes of this clause 4.17:

"**GST law**" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

4.17.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 **Tax Invoice**

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the Public Finance and Audit Act 1987 (South Australia).

4.19 **Free and Unrestricted Right of Way**

The Lessor and the Lessee acknowledge and agree that the Lessee shall at all times during the Term at no additional cost to the Lessee, be entitled to a free and unrestricted right of way over that portion of the Land more particularly delineated as "Access A" in GRO Plan No. 351/2003.

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SCHEDULE

Item 1: **The Land**

The whole of the land comprised in Certificate of Title Volume 5709 Folio 145.

Item 2: **The Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

Item 3: **Common Areas**

That portion of the Land more particularly delineated in GRO Plan No. 351/2003 as "Area D" for access and car parking purposes only.

Item 4: **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Item 5: **Right of Renewal**

Twenty one (21) years commencing on 1 October 2024 and expiring on 30 September 2045.

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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 49 of the Development Act, 1993.

DATED THE 7th DAY OF NOVEMBER 2003

EXECUTION

Affix Common Seal

THE COMMON SEAL of the)
MID MURRAY COUNCIL)
was affixed to this Lease)
in the presence of:)

MID MURRAY COUNCIL S.A.

X .....
Mayor

X .....
Chief Executive Officer

THE COMMON SEAL of the **MINISTER**)
FOR EMERGENCY SERVICES)
was affixed to this Lease by)
the Minister in the presence of:)

MINISTER FOR EMERGENCY SERVICES — SOUTH AUSTRALIA COMMON SEAL

.....
Witness

*NB: A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing.

22

Lessors Copy

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

9723297

11:21 11-Nov-2003

Fees: $0.00

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Wiebke Billows

Solicitor/Registered Conveyancer

Wiebke Billows

Series No.	Prefix
	L

AGENT CODE

Lodged by: Crown Solicitor's Office
45 Pirie Street
ADELAIDE SA 5000 CSOL

Correction to:

22

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor .....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....

BELOW THIS LINE FOR OFFICE USE ONLY

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

CROWN INSTRUMENT
NO FEES PAYABLE

CORRECTION	PASSED

REGISTERED 14 NOV 2003

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)

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

ITEM(S)	AGENT CODE

Docket Reference: Cambrai CFS 2084/415939 CSO 43864

Approval No. 566-2K

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1886

VOLUME 5709 FOLIO 145

Edition 2
Date Of Issue 10/11/1999
Authority RTC 8710528

South Australia

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.

REGISTRAR-GENERAL

REGISTRAR-GENERAL SOUTH AUSTRALIA

REGISTERED PROPRIETOR IN FEE SIMPLE

MID MURRAY COUNCIL OF PO BOX 28 MANNUM SA 5238

DESCRIPTION OF LAND (RESERVE)

ALLOTMENT 2 DEPOSITED PLAN 52689
IN THE AREA NAMED CAMBRAI
HUNDRED OF ANGAS

BEING A RESERVE

EASEMENTS

NIL

SCHEDULE OF ENDORSEMENTS

9723297 LEASE TO MINISTER FOR EMERGENCY SERVICES COMMENCING ON 1.10.2003 AND EXPIRING ON 30.9.2024 OF PORTION (CFS SHED, TOWER YARD, PORCH, SHED B AND YARD C IN GP 351/2003)

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT CERTIFICATE

End of Text

Form L.1

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those portions of the land comprised and described in Certificate of Title Volume 5490 Folio 766 which are more particularly delineated as "CFS Shed", "Tank", "Fuel Tank" and "Yard C" in GRO Plan No. 296/2003 ("the Premises")

Revenue SA -- Stamp Duty
ABN 19 040 349 865

RevNetID	100756336
Cons/Val/Sec$	1.00
SA Proport'n$	0.00
Stamp Duty $	0.00
LTO Fees $	0.00
Interest $	0.00
Pen/Add Tax $	0.00
Date	25/08/2003

Copy 2 of 2
---- End of Receipt ----

ESTATE AND INTEREST

Fee simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238 ("the Lessor")

LESSEE (Full Name, Address and Mode of Holding)

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the Administrative Arrangements Act, 1994 of SGIC Building, 211 Victoria Square, Adelaide, South Australia 5000 ("the Lessee")

TERM OF LEASE

TWENTY ONE (21) YEARS

COMMENCING ON THE (the "Commencement Date")	1st	DAY OF	AUGUST	2003
EXPIRING ON THE	31st	DAY OF	JULY	2024

together with the right of renewal (if any) set out in clause 4.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

OPERATIVE CLAUSE [a] delete the inapplicable.

The Lessor LEASES TO THE LESSEE the land [a] ABOVE/ 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 [a] herein / and to the powers and covenants implied by the Real Property Act, 1886 (except to the extent that the same are modified or negatived below).

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

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) 3 to 27 and securely attached)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"**the Common Areas**" means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas and passageways;

"**the Commencement Date**" means the date specified as the Commencement Date on page 1 of this Lease in the panel entitled "Term of Lease";

"**the Default Rate**" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;

"**Insurable Risk**" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"**the Land**" means the whole of the land referred to in Item 1 of the Schedule;

"**the Lessee**" means the said Minister for Emergency Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

"**the Lessee's Representative**" means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

"**the Lessor**" means the Lessor named and described on page 1 of this Lease in the panel entitled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

"**Permitted Use**" means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"**the Premises**" means that land more particularly described on page 1 of this Lease in the panel entitled "Certificates of Title being Leased" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

"**the Services**" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

"**the Term**" means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel entitled "Term of Lease" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.4).

1.2 **Interpretation**

1.2.1 The panel form entitled "Memorandum of Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease;

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease;

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

1.2.5 Any reference to a person shall include a body corporate and vice versa;

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease;

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 3(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 3(b) of the Schedule.

2.3 **Maintain Premises**

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting subclause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall

not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting subclause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting subclause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to subclause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times upon reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter upon the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in subclause 2.10.1 as far as it may be liable to do so

pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, upon demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy 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 officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 Insurance

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of fifty million dollars ($50,000,000.00).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one

claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.2.4 The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).

3.2.5 The policy of insurance referred to in subclause 3.2.4 shall:

(a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and

(b) be with an insurer approved by the Lessee.

3.2.6 The Lessor shall upon demand provide to the Lessee:

(a) copies of the policies of insurance referred to in subclause 3.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 3.2.4.

3.2.7 The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

3.2.8 The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

3.3 **Maintenance of Services on the Land**

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 **Common Areas**

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 **Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 **Termination**

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 **Right of First Refusal to purchase freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:-

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of the Land or the Premises (as the case may be) and shall not include the value of any improvements, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require

from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee ("the purchase price") subject to the following terms and conditions:-

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such

Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee,

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this subclause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this subclause 4.3.

4.4 **Right of Renewal**

The Lessor shall, upon the written request of the Lessee made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 4 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied

by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

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

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Lease;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

4.10.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

4.11 **Costs**

4.11.1 The Lessee shall pay the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease but not its negotiation.

4.11.2 The Lessee shall bear the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease.

4.11.3 The Lessee shall pay the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the

other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 **Definitions**

For the purposes of this clause 4.17:

"**GST law**" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

4.17.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 **Tax Invoice**

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the Public Finance and Audit Act 1987 (South Australia).

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SCHEDULE

Item 1: **The Land**

The whole of the land comprised in Certificate of Title Volume 5490 Folio 766.

Item 2: **The Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

Item 3: **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Item 4: **Right of Renewal**

Twenty one (21) years commencing on 1 August 2024 and expiring on 31 July 2045.

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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 49 of the Development Act, 1993.

DATED THE 22 DAY OF AUGUST 2003

EXECUTION

THE COMMON SEAL of the)
MID MURRAY COUNCIL)
was affixed to this Lease)
in the presence of:)

MID MURRAY COUNCIL S.A.

.....
Mayor

.....
Chief Executive Officer

THE COMMON SEAL of the **MINISTER**)
FOR EMERGENCY SERVICES)
was affixed to this Lease by)
the Minister in the presence of:)

MINISTER FOR EMERGENCY SERVICES — SOUTH AUSTRALIA COMMON SEAL

.....
Witness

*NB: A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing.

Lessors Copy

9673802

15:21 2-Sep-2003

Fees: $0.00

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Niebke Billows

Solicitor/~~Registered Conveyancer~~

Niebke Billows

AGENT CODE

Lodged by: CROWN SOLICITOR
CROWN SOLICITOR'S OFFICE
G.P.O. BOX 464
ADELAIDE S.A. 5001

CSOL

Correction to:

22

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor .....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....

Series No.	Prefix
	L

BELOW THIS LINE FOR OFFICE USE ONLY

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

CROWN INSTRUMENT
NO FEES PAYABLE

CORRECTION	PASSED

REGISTERED 8 - SEP 2003

REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

Docket Reference: Keyneton CFS 2084/393230 42464

Approval No. 566-2K

Form L.3

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those portions of the land comprised and described in Certificate of Title Volume 5654 Folio 95 which are more particularly delineated as "Tenancy CFS", "Office C" and "Area C 1" in GRO Plan No. 353/2003 and that portion of the land comprised and described in Certificate of Title Volume 5654 Folio 94 which is more particularly delineated as "Area C 2" in GRO Plan No. 353/2003 ("the Premises")

Revenue SA -- Stamp Duty
ABN 19 040 349 865
Doc Code EX
RevNetID 103151869
Cons/Val/Sec$ 1.00
SA Proport'n$ 0.00
Stamp Duty $ 0.00
LTO Fees $ 0.00
Interest $ 0.00
Pen/Add Tax $ 0.00
Date 23/04/2004
Copy 1 of 2
----- End of Receipt -----

ESTATE AND INTEREST

Fee simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238 ("the Lessor")

LESSEE (Full Name, Address and Mode of Holding)

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the Administrative Arrangements Act, 1994 of SGIC Building, 211 Victoria Square, Adelaide, South Australia 5000 ("the Lessee")

TERM OF LEASE

TWENTY ONE (21) YEARS

COMMENCING ON THE (the "Commencement Date")	1st	DAY OF	OCTOBER	2003
EXPIRING ON THE	30th	DAY OF	SEPTEMBER	2024

together with the right of renewal (if any) set out in clause 4.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

OPERATIVE CLAUSE [(a)] delete the inapplicable.

The Lessor LEASES TO THE LESSEE the land [(a)] ABOVE/ 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 [(a)] herein / and to the powers and covenants implied by the Real Property Act, 1886 (except to the extent that the same are modified or negatived below).

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

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) 3 to 27 and securely attached)

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SCHEDULE 25

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"**the Common Areas**" means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

"**the Commencement Date**" means the date specified as the Commencement Date on page 1 of this Lease in the panel entitled "Term of Lease";

"**the Default Rate**" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;

"**Insurable Risk**" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"**the Land**" means the whole of the land referred to in Item 1 of the Schedule;

"**the Lessee**" means the said Minister for Emergency Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

"**the Lessee's Representative**" means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

"**the Lessor**" means the Lessor named and described on page 1 of this Lease in the panel entitled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

"**Permitted Use**" means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"**the Premises**" means that land more particularly described on page 1 of this Lease in the panel entitled "Certificates of Title being Leased" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

"**the Services**" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

"**the Term**" means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel entitled "Term of Lease" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.4).

1.2 **Interpretation**

1.2.1 The panel form entitled "Memorandum of Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease;

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease;

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

1.2.5 Any reference to a person shall include a body corporate and vice versa;

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease;

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

2.3 **Maintain Premises**

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting subclause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall

not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting subclause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting subclause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to subclause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times upon reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter upon the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in subclause 2.10.1 as far as it may be liable to do so

pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, upon demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy 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 officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 Insurance

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of fifty million dollars ($50,000,000.00).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one

claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.2.4 The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).

3.2.5 The policy of insurance referred to in subclause 3.2.4 shall:

(a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and

(b) be with an insurer approved by the Lessee.

3.2.6 The Lessor shall upon demand provide to the Lessee:

(a) copies of the policies of insurance referred to in subclause 3.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 3.2.4.

3.2.7 The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

3.2.8 The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

3.3 **Maintenance of Services on the Land**

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 **Common Areas**

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 **Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 **Termination**

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 **Right of First Refusal to purchase freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:-

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of the Land or the Premises (as the case may be) and shall not include the value of any improvements, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require

from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee ("the purchase price") subject to the following terms and conditions:-

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such

Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee,

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this subclause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this subclause 4.3.

4.4 **Right of Renewal**

The Lessor shall, upon the written request of the Lessee made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied

by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

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

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Lease;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

4.10.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

4.11 **Costs**

4.11.1 The Lessee shall pay the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease but not its negotiation.

4.11.2 The Lessee shall bear the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease.

4.11.3 The Lessee shall pay the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the

other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 **Definitions**

For the purposes of this clause 4.17:

"**GST law**" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

4.17.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 **Tax Invoice**

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the Public Finance and Audit Act 1987 (South Australia).

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SCHEDULE

Item 1: **The Land**

The whole of the land comprised in Certificates of Title Volume 5654 Folio 94, Volume 5654 Folio 95, Volume 5801 Folio 688 and Volume 5822 Folio 444.

Item 2: **The Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

Item 3: **Common Areas**

Those portions of the Land more particularly delineated in GRO Plan No. 353/2003 as"

(a) "Kitchen", "Toilet F", "Toilet M", "Foyer & Passage", "Shower B", "Radio Mast and "Tower Enclosure" for the purposes for which each was designed; and

(b) "Yard 1", "Yard 2", "Yard 3" and "Yard 4" for access and car parking purposes in designated areas.

Item 4: **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Item 5: **Right of Renewal**

Twenty one (21) years commencing on 1 October 2024 and expiring on 30 September 2045.

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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 49 of the Development Act, 1993.

DATED THE 23 DAY OF APRIL 2004.

EXECUTION

THE COMMON SEAL of the)
MID MURRAY COUNCIL)
was affixed to this Lease)
in the presence of:)

MID MURRAY COUNCIL S.A.

.....
Mayor

.....
Chief Executive Officer

THE COMMON SEAL of the **MINISTER**)
FOR EMERGENCY SERVICES)
was affixed to this Lease by)
the Minister in the presence of:)

MINISTER FOR EMERGENCY SERVICES COMMON SEAL SOUTH AUSTRALIA

.....
Witness

*NB: A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing.

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF LEASE

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~~

WIEBKE BILLOWS

AGENT CODE

Lodged by:

Correction to:

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....

Series No.	Prefix
	L

BELOW THIS LINE FOR OFFICE USE ONLY

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

CORRECTION	PASSED

REGISTERED

REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

Approval No. 566-2K

Docket Reference: Morgan CFS 2084/416656 CSO 43866

353

PLAN NUMBER

GP 353/2003

MAP REFERENCE	6829-IV
TITLE SYSTEM	REAL PROPERTY ACT
TITLE REFERENCE	CT 5654/94 CT 5654/95 CT 5801/688 CT 5822/444
PLAN EXAMINED	21/7/03
PLAN APPROVED	22-7-03
IRRIGATION AREA	— DIVISION —
HUNDRED	EBA
AREA	MORGAN
COUNCIL	MID MURRAY COUNCIL

PLAN FOR LEASE

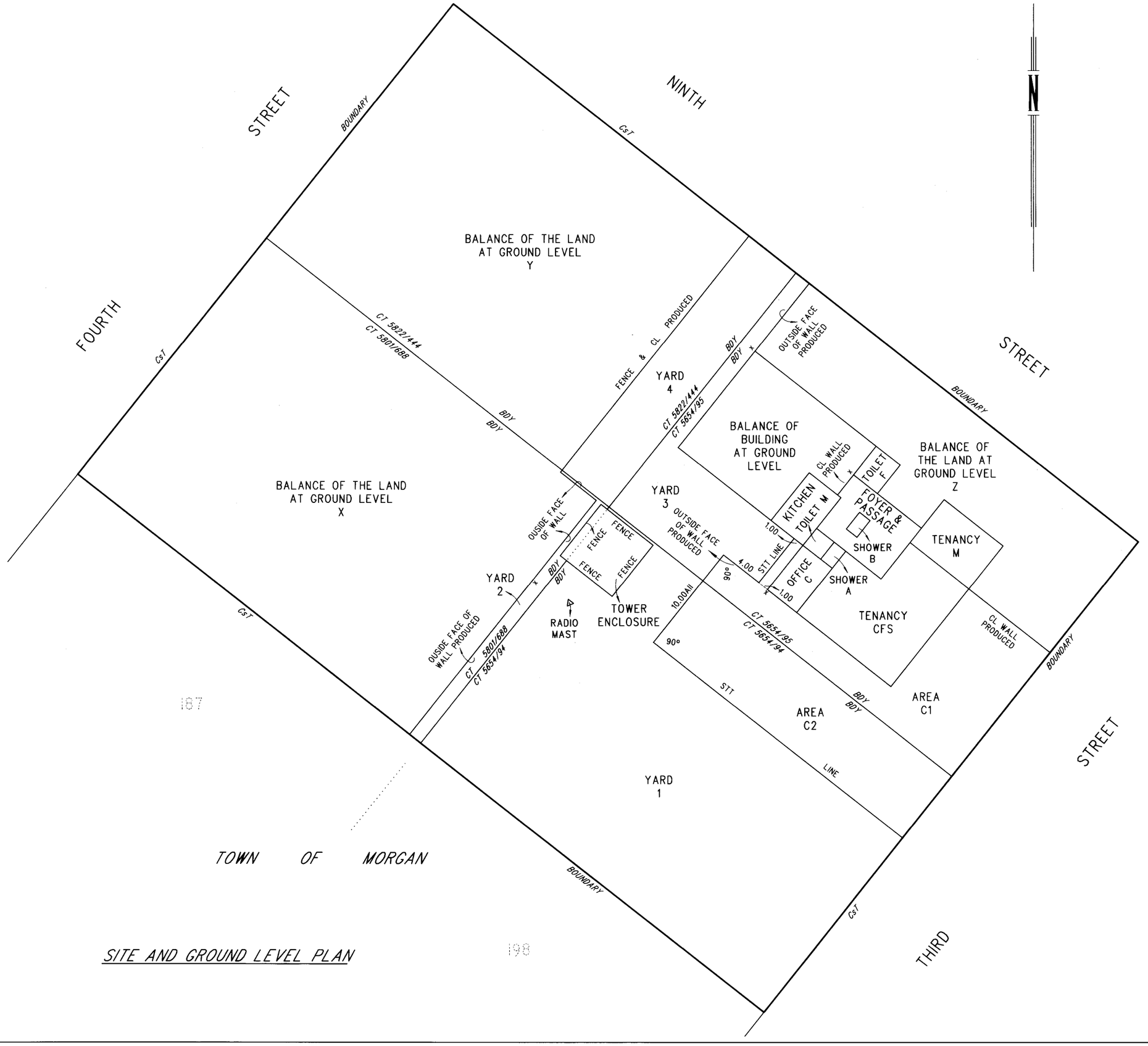
ALLOTMENTS 188, 189, 196 & 197
TOWN OF MORGAN

SCALE 0 5 10 15 20 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

LEDGEND

CL = CENTRE LINE



SITE AND GROUND LEVEL PLAN

LEDGEND

CL = CENTRE LINE

TSA JOB NUMBER : 20030148

DOCKET NUMBER : AG 01/00799

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email bessurv@senet.com.au

REFERENCE No.	DRAWING No.	VERSION No.
10681.2	106812-LEASE	2

JCBA-15

Sedan – 21 year ~~Right of Renewal~~

22 – commence 1.8.2024 exp 31.7.45

Orig. L 10599733

10:58 6-Dec-2006
2 of 2 Fees: $0.00

BELOW THIS LINE FOR AGENT USE ONLY

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

CROWN INSTRUMENT
NO FEES PAYABLE

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/~~Registered Conveyancer/Lessee~~

KERRY LYN DAVEY

AGENT CODE

Lodged by: Crown Solicitor's Office
45 Pirie Street
ADELAIDE SA 5000 CSOL

Correction to: 22

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

1. CT 1081/101
2.
3.
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 5853/424	2
LESSOR COPY	CSOL 22
LESSEES COPY	
CT 5782/356	

R-G 250505

CORRECTION RN13 19/12/06 | PASSED

REGISTERED 17 JAN 2007

pro REGISTRAR-GENERAL

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 49 of the *Development Act, 1993.*

DATED THE 20th DAY OF OCTOBER 2006

EXECUTION

THE COMMON SEAL of the)
MID MURRAY COUNCIL)
was affixed to this Lease)
in the presence of:)

MID MURRAY COUNCIL S.A.

.....
Mayor

.....
Chief Executive Officer

THE COMMON SEAL of **MINISTER FOR AND EMERGENCY SERVICES** was affixed to this Lease by the Minister in the presence of:)

MINISTER FOR EMERGENCY SERVICES COMMON SEAL SOUTH AUSTRALIA

.....
Witness

*NB: A PENALTY OF UP TO $2000 OR 6 MONTHS IMPRISONMENT APPLIES FOR IMPROPER WITNESSING.

Form L1

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those portions of the land comprised and described in Certificates of Title Volume 5782 Folio 356 ~~and Volume 5853 Folio 424~~ which are more particularly delineated as "CFS Shed C", "Communications Tower T", "Siren Tower S" and Guy Post A", ~~"Guy Post B" and "Guy Post C"~~ in Filed Plan No. 48607 ~~("the Premises")~~ and Certificate of Title Volume 5853 Folio 424 which are more particularly delineated as "Guy Post B" and "Guy Post C" in Filed Plan 48607 ("the Premises") KM

ESTATE AND INTEREST	ENCUMBRANCES
Fee simple	Nil

LESSOR (Full name and address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238 ("the Lessor")

LESSEE (Full name, address and mode of holding)

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the *Administrative Arrangements Act, 1994* of Level 6, 45 Pirie Street, Adelaide, South Australia 5000 ("the Lessee")

TERM OF LEASE

COMMENCING ON THE 1ST DAY OF SEPTEMBER 2006
(the "Commencement Date")
EXPIRING ON THE 31ST DAY OF JULY 2024

together with the right of renewal (if any) set out in clause 4.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

OPERATIVE CLAUSE [(a)] delete the inapplicable

The Lessor LEASES TO THE LESSEE the land [(a)] ABOVE ~~/ HEREINAFTER~~ 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 [(a)] herein ~~/ in Memorandum No.~~ _____ and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negatived below).

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

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) 3 to 25 and securely attached)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"**the Common Areas**" means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

"**the Commencement Date**" means the date specified as the Commencement Date on page 1 of this Lease in the panel entitled "Term of Lease";

"the Default Rate" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;

"Insurable Risk" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"the Land" means the whole of the land referred to in Item 1 of the Schedule;

"**the Lessee**" means the said Minister for Emergency Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

"**the Lessee's Representative**" means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

"**the Lessor**" means the Lessor named and described on page 1 of this Lease in the panel entitled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

"**Permitted Use**" means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"**the Premises**" means that land more particularly described on page 1 of this Lease in the panel entitled "Certificates of Title being Leased" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

"**the Services**" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

"**the Term**" means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel entitled "Term of Lease" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.4).

1.2 **Interpretation**

1.2.1 The panel form entitled "Memorandum of Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease;

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease;

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

1.2.5 Any reference to a person shall include a body corporate and vice versa;

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease;

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

2.3 **Maintain Premises**

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting subclause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting subclause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting subclause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to subclause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall

remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times upon reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter upon the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in subclause 2.10.1 as far as it may be liable to do so pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, upon demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy 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 officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the

vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 **Quiet Enjoyment**

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 **Insurance**

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government

Captive Insurance Corporation ("SAICORP") in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of fifty million dollars ($50,000,000.00).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.2.4 The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).

3.2.5 The policy of insurance referred to in subclause 3.2.4 shall:

(a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and

(b) be with an insurer approved by the Lessee.

3.2.6 The Lessor shall upon demand provide to the Lessee:

(a) copies of the policies of insurance referred to in subclause 3.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 3.2.4.

3.2.7 The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

3.2.8 The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

3.3 **Maintenance of Services on the Land**

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 **Common Areas**

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 **Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the

Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 **Termination**

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 **Right of First Refusal to purchase freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:-

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of

the Land or the Premises (as the case may be) and shall not include the value of any improvements, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee ("the purchase price") subject to the following terms and conditions:-

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee,

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this subclause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this subclause 4.3.

4.4 **Right of Renewal**

The Lessor shall, upon the written request of the Lessee made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

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

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Lease;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

4.10.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

4.11 **Costs**

4.11.1 The Lessee shall pay the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease but not its negotiation.

4.11.2 The Lessee shall bear the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease.

4.11.3 The Lessee shall pay the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 **Definitions**

For the purposes of this clause 4.17:

"**GST law**" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

4.17.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 **Tax Invoice**

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987 (South Australia)*.

SCHEDULE

Item 1: **The Land**

The whole of the land comprised in Certificates of Title Volume 5782 Folio 356 and Volume 5853 Folio 424.

Item 2: **The Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

Item 3: **The Common Areas**

Those portions of the Land more particularly delineated as "Yard Y" and "CFS Store Room D" in Filed Plan No. 48607 for the purposes for which they were designed.

Item 4: **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Item 5: **Right of Renewal**

Twenty one (21) years commencing on 1 August 2024 and expiring on 31 July 2045.

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Form L.1

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those portions of the land comprised and described in Certificate of Title Volume 5433 Folio 941 which are more particularly delineated as "CFS Shed", "Shed 2", "R/W Tank", "Access 4", "Yard 5", "Carpark 1" and "Radio Room" in GRO Plan No. 340/2003 ("the Premises")

Revenue SA -- Stamp Duty
ABN 19 040 349 865
Doc Code EX
RevNetID 101516290
Cons/Val/Sec$ 1.00
SA Proport'n$ 0.00
Stamp Duty $ 0.00
LTO Fees $ 0.00
Interest $ 0.00
Pen/Add Tax $ 0.00
Date 07/11/2003
Copy 2 of 2
---- End of Receipt ----

ESTATE AND INTEREST

Fee simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

MID MURRAY COUNCIL of PO Box 28, Mannum, South Australia 5238 ("the Lessor")

LESSEE (Full Name, Address and Mode of Holding)

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the Administrative Arrangements Act, 1994 of SGIC Building, 211 Victoria Square, Adelaide, South Australia 5000 ("the Lessee")

TERM OF LEASE

TWENTY ONE (21) YEARS

COMMENCING ON THE (the "Commencement Date")	1st	DAY OF	SEPTEMBER	2003
EXPIRING ON THE	31st	DAY OF	AUGUST	2024

together with the right of renewal (if any) set out in clause 4.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

OPERATIVE CLAUSE [(a)] delete the inapplicable.

The Lessor LEASES TO THE LESSEE the land [(a)] ABOVE/ 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 [(a)] herein / and to the powers and covenants implied by the Real Property Act, 1886 (except to the extent that the same are modified or negatived below).

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

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) 3 to 27 and securely attached)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Claim**" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"**the Common Areas**" means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

"**the Commencement Date**" means the date specified as the Commencement Date on page 1 of this Lease in the panel entitled "Term of Lease";

"the Default Rate" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;

"Insurable Risk" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"the Land" means the whole of the land referred to in Item 1 of the Schedule;

"**the Lessee**" means the said Minister for Emergency Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;

"**the Lessee's Representative**" means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;

"**the Lessor**" means the Lessor named and described on page 1 of this Lease in the panel entitled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);

"**Permitted Use**" means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"**the Premises**" means that land more particularly described on page 1 of this Lease in the panel entitled "Certificates of Title being Leased" including the buildings or structures situated on such Premises (whether constructed by the Lessor or the Lessee) and, where appropriate, includes any part or parts of the Premises;

"**the Services**" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;

"**the Term**" means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel entitled "Term of Lease" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.4).

1.2 **Interpretation**

1.2.1 The panel form entitled "Memorandum of Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease;

1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease;

1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

1.2.5 Any reference to a person shall include a body corporate and vice versa;

1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease;

1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

2. LESSEE'S OBLIGATIONS

2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;

(b) all charges (including rentals) in respect of any telephone services connected to the Premises; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises

PROVIDED ALWAYS that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

2.3 **Maintain Premises**

2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2 Without limiting subclause 2.3.1, the Lessee shall at its expense every ten years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.4 **Keep Premises in neat, tidy and clean condition**

2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall

not permit the Premises to be or become in any insanitary and unhygienic condition.

2.4.2 Without limiting subclause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.

2.5 **Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

2.6 **Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and

2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises.

2.7 **Alterations and additions or replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

2.7.1 make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or

2.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

PROVIDED ALWAYS that:

2.7.3 prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and

2.7.4 without limiting subclause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

2.8 **Obligations at end of Lease**

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or

2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

2.9 **Assignment and Subletting**

2.9.1 Subject to subclause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;

(b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;

(c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.

2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

2.10 **Lessor's Inspection**

2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times upon reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter upon the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in subclause 2.10.1 as far as it may be liable to do so

pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, upon demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

2.11 **Release**

The Lessee shall occupy 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 officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

2.12 **Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

2.13 **No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

2.14 **No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

3. LESSOR'S OBLIGATIONS

3.1 Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

3.2 Insurance

3.2.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its use of the Premises pursuant to this Lease.

3.2.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of fifty million dollars ($50,000,000.00).

3.2.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one

claim or such further sum as the Lessor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Lessor and the Lessee agree.

3.2.4 The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).

3.2.5 The policy of insurance referred to in subclause 3.2.4 shall:

(a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and

(b) be with an insurer approved by the Lessee.

3.2.6 The Lessor shall upon demand provide to the Lessee:

(a) copies of the policies of insurance referred to in subclause 3.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 3.2.4.

3.2.7 The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

3.2.8 The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

3.3 **Maintenance of Services on the Land**

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

3.4 **Common Areas**

3.4.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

3.4.2 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

4. MUTUAL COVENANTS

4.1 **Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that if the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Lease by the other party.

4.2 **Termination**

4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.

4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

4.3 **Right of First Refusal to purchase freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:-

4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of the Land or the Premises (as the case may be) and shall not include the value of any improvements, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require

from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee ("the purchase price") subject to the following terms and conditions:-

(a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

(b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,

(c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such

Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full,

(d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,

(e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee,

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this subclause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this subclause 4.3.

4.4 **Right of Renewal**

The Lessor shall, upon the written request of the Lessee made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied

by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

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

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

4.10 **Notices**

4.10.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Lease;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

4.10.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

4.11 **Costs**

4.11.1 The Lessee shall pay the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease but not its negotiation.

4.11.2 The Lessee shall bear the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease.

4.11.3 The Lessee shall pay the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

4.12 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

4.13 **Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months, then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

4.14 **Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

4.15 **Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the

other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

4.16 **No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises and/or the Land for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

4.17 **Goods and Services Tax**

4.17.1 **Definitions**

For the purposes of this clause 4.17:

"**GST law**" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

4.17.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Lease is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Lease apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

4.17.3 **Tax Invoice**

If any supply under this Lease is a Taxable Supply:

(a) any invoice for payment under this Lease must be a Tax Invoice, (and any prescribed form of invoice under this Lease is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Lease unless the supplier has provided a Tax Invoice in respect of that payment.

4.18 **Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the Public Finance and Audit Act 1987 (South Australia).

4.19 **Reservation**

The Lessor and the Lessee acknowledge and agree that:

4.19.1 the Lessor reserves to itself for the Term the right to access that portion of the Land more particularly delineated as "Yard 5" in GRO Plan No. 340/2003 for the purpose of access to the underground power cable situated below ground level of those portions of the Land more particularly delineated as "Access 1", "Access 2", "Carpark 2", "Yard 4" and "Yard 5"; and

4.19.2 the Lessor retains the ownership of the underground power cable referred to in subclause 4.19.1.

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SCHEDULE

Item 1: **The Land**

The whole of the land comprised in Certificate of Title Volume 5433 Folio 941.

Item 2: **The Rent**

$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

Item 3: **Common Areas**

Those portions of the Land more particularly delineated as "Access 1", "Access 2", "Yard 4", "Carpark 2" and "Tower" in GRO Plan No. 340/2003 for the purposes for which they were designed.

Item 4: **Lessee's Proportion**

Charges for services

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

Item 5: **Right of Renewal**

Twenty one (21) years commencing on 1 September 2024 and expiring on 31 August 2045.

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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 49 of the Development Act, 1993.

DATED THE Oct 31 DAY OF October 2003

EXECUTION

THE COMMON SEAL of the)
MID MURRAY COUNCIL)
was affixed to this Lease)
in the presence of:)

.....
Mayor

.....
Chief Executive Officer

MID MURRAY COUNCIL S.A.

THE COMMON SEAL of the **MINISTER**)
FOR EMERGENCY SERVICES)
was affixed to this Lease by)
the Minister in the presence of:)

.....
Witness

MINISTER FOR EMERGENCY SERVICES — SOUTH AUSTRALIA — COMMON SEAL

*NB: A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing.

Lessors Copy

9723294

11:21 11-Nov-2003 Fees: $0.00

22

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Wiebke Billows

Solicitor/Registered Conveyancer

Wiebke Billows

AGENT CODE

Lodged by: Crown Solicitor's Office
45 Pirie Street
ADELAIDE SA 5000 CSOL

Correction to:

22

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor .....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....

Series No.	Prefix
	L

BELOW THIS LINE FOR OFFICE USE ONLY

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

CROWN INSTRUMENT
NO FEES PAYABLE

CORRECTION	PASSED

REGISTERED 17 NOV 2003

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)

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

ITEM(S)	AGENT CODE

Approval No. 566-2K

Docket Reference: Truro CFS 2084/393702 43504

DATED 12th **DAY OF** April **2004**5

LICENCE AGREEMENT

BETWEEN

MID MURRAY COUNCIL

("the Licensor")

-AND-

MINISTER FOR EMERGENCY SERVICES

("the Minister")



CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

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SCHEDULE

PLAN OF THE LICENSED AREA

THIS LICENCE AGREEMENT dated the 12 day of April 2005

BETWEEN:

MID MURRAY COUNCIL of PO Box 28, Mannum South Australia 5238 (the **"Licensor"**)

AND

MINISTER FOR EMERGENCY SERVICES a body corporate pursuant to the *Administrative Arrangements Act, 1994* of SGIC Building, 211 Victoria Square, Adelaide, South Australia 5000 (the **"Minister"**).

RECITALS:

A. The Licensor has the care, control and management of the whole of the land comprised in Crown Record Volume 5757 Folio 391 (the "Land").

B. The Minister wishes to enter upon and use those portions of the Land which are more particularly delineated as the "CFS Building " and "Access A" in GRO Plan No. 331/2004 (a copy of which is annexed to this Agreement) for its exclusive use (the "Licensed Area") and those portions of the Land more particularly delineated as "Yard D" and "Yard Y" in GRO Plan No. 331/2004 in common with the Licensor.

C. The Licensor has agreed to grant and the Minister has agreed to accept an exclusive licence to enter onto the Licensed Area for an initial term commencing on 1 December 2004 and expiring subject to any earlier termination of this Agreement on 30 November 2014.

D. The Minister and the Council have agreed to document the terms of the Minister's licence of the Licensed Area in this Agreement.

NOW IT IS AGREED by and between the parties:

1. ACCURACY OF RECITALS

The parties agree both that the matters referred to in the Recitals are true and correct and that the Recitals shall form part of this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Claim" means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

"the Common Areas" means those portions of the Land or the buildings situated on the Land provided by the Licensor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;

"the Commencement Date" means 1 December 2004;

"the Default Rate" means a rate of interest equal to the maximum Indicator Lending Variable Rate (for Bank's business loans for small business) published in the *"Reserve Bank of Australia Bulletin"* published monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to subclause 5.2.4 of this Agreement;

"Insurable Risk" means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler

leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;

"the Land" means the whole of the land referred to in Item 1 of the Schedule;

"the Licensed Area" means those portions of the Land more particularly delineated as "CFS Building" and "Access A" in GRO Plan No. 331/2004 (a copy of which is annexed to this Agreement) and includes all buildings and structures situated on the Licensed Area (whether constructed by the Licensor or the Minister) and, where appropriate, includes any part or parts of such Licensed Area;

"the Licensor" means the said Mid Murray Council together with the Licensor's successors and assigns (if the Licensor is a body corporate) and its heirs, executors, administrators and assigns (if the Licensor is an individual);

"the Minister" means the said Minister for Emergency Services and, where appropriate, includes the Minister's permitted assigns or subtenants and the Minister's Representative;

"the Minister's Representative" means a person nominated in writing from time to time to the Licensor by the Minister as the Minister's Representative;

"Permitted Use" means the use of the Licensed Area for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;

"the Services" means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Licensed Area;

"the Term" means the initial term specified in Item 4 of the Schedule and includes such further period as the Lessee may occupy the Licensed Area in accordance with this Agreement (including any extension of this Agreement pursuant to clause 4.4).

2.2 **Interpretation**

2.2.1 The Schedule means the Schedule to this Agreement which forms part of this Agreement and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Agreement;

2.2.2 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender;

2.2.3 Where two or more persons are included as "Licensor", the Licensor's obligations set out in this Agreement refer to and shall bind such persons and any two or greater number of them jointly and each of them severally;

2.2.4 Any reference to a person shall include a body corporate and vice versa;

2.2.5 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to;

2.2.6 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Agreement;

2.2.7 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Agreement in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect;

2.2.8 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

2.2.9 In any circumstances where the Licensor's consent is required pursuant to this Agreement, such consent shall not be unreasonably withheld or delayed.

3. LICENCE OF LICENSED AREA

3.1 The Licensor grants and the Minister accepts an exclusive licence to enter onto the Licensed Area at all times during the Term on the terms and conditions contained in this Agreement.

3.2 The Minister and the Licensor acknowledge and agree that the rights, powers and privileges granted to and vested in the Minister pursuant to this Agreement are contractual only and shall not create or vest in the Minster any estate, interest or right of a proprietary nature.

4. MINISTER'S OBLIGATIONS

4.1 Pay Rent

The Minister shall pay to the Licensor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

4.2 Pay Outgoings

4.2.1 The Minister shall pay as and when they fall due:

(a) all charges for gas, electricity, excess water and oil consumed in or on the Licensed Area;

(b) all charges (including rentals) in respect of any telephone services connected to the Licensed Area; and

(c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Licensed Area

PROVIDED ALWAYS that where there are no separate assessments in respect of the Licensed Area and such charges are payable in respect of the whole of the Land, then the Minister shall pay that proportion of such charges as is set out in Item 6(a) of the Schedule.

4.2.2 The Minister shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Licensed Area **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Licensed Area and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Minister shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Licensed Area as is set out in Item 6(b) of the Schedule.

4.3 Maintain Licensed Area

4.3.1 The Minister shall at its expense at all times during the Term maintain the buildings and structures situated on the Licensed Area in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the buildings and structures situated on the Licensed Area were in as at the Commencement Date.

4.3.2 Without limiting subclause 4.3.1, the Minister shall at its expense every ten years during the Term (unless otherwise agreed by the Licensor and the Minister in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Licensed Area as were painted or treated at the Commencement Date.

4.4 **Keep in neat, tidy and clean condition**

4.4.1 The Minister shall at its expense keep the Licensed Area in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Licensed Area to be or become in any insanitary and unhygienic condition.

4.4.2 Without limiting subclause 4.4.1, the Minister shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Minister shall at its expense arrange for the regular removal of such waste materials and garbage from the Licensed Area.

4.5 **Permitted Use**

The Minister shall not use the Licensed Area for any purpose other than for the Permitted Use and in accordance with Regulation I5A of the Local Government (General) Regulations, 1999, there shall be no substantial change in the use of the Licensed Area during the Term (disregarding trifling, insignificant or subsidiary uses).

4.6 **Comply with statutes etc.**

The Minister shall at all times during the Term promptly comply with:

4.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Licensed Area or to the use of the Licensed Area by the Minister; and

4.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Licensed Area.

4.7 **Alterations and additions**

The Minister may with the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed) at its expense either:

4.7.1 make any alterations or additions to the Licensed Area it considers necessary or appropriate (whether structural or otherwise); or

4.7.2 if it considers it necessary or appropriate, replace the buildings or structures comprising the Licensed Area with new buildings or structures to the Minister's satisfaction,

PROVIDED ALWAYS that:

4.7.3 prior to making any such alterations or additions or undertaking such replacement, the Minister shall at its expense obtain all approvals required by law (if any); and

4.7.4 without limiting subclause 4.7, the Minister shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules and other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

4.8 **Obligations at end of Agreement**

Upon the expiration or earlier termination of this Agreement, the Minister shall vacate the Licensed Area and either:

4.8.1 remove all of its equipment and goods from the Licensed Area and, if so required in writing by the Licensor, deliver up possession of the buildings and structures situated on the Licensed Area in the condition required by subclauses 4.3 and 4.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Licensor upon such expiration or earlier termination of this Agreement, the Licensor paying no compensation to the Minister for such buildings or structures); or

4.8.2 if so required in writing by the Licensor, the Minister shall within a reasonable period of time after the expiration or earlier termination of this Agreement remove all of its equipment and goods from the Licensed Area and all of the buildings and structures situated on the Licensed Area from the Licensed Area and restore the Licensed Area to a clean, safe, clear and uncontaminated condition to the reasonable

satisfaction of the Licensor having regard to the condition the Licensed Area were in as at the Commencement Date.

4.9 **Assignment and Sublicensing**

4.9.1 Subject to subclause 4.9.2, the Minister shall not assign, transfer, sublicense, mortgage, charge or otherwise part with possession of the Licensed Area without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed **PROVIDED ALWAYS** that:

(a) there is no existing breach of this Agreement by the Minister at the time of making a request for consent;

(b) the Minister shall at the time of making a request for consent provide the Licensor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublicensee or occupier as the Licensor reasonably requires;

(c) the Minister shall pay the Licensor's reasonable costs and expenses incurred by the Licensor in satisfying itself as to the suitability of the proposed assignee, sublicensee or occupier; and

(d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Minister shall remain liable for the obligations of the Minister in this Agreement for the balance of the Term.

4.9.2 The Minister may, without the written consent of the Licensor, at any time during the Term transfer, assign this Agreement or sublicense the Licensed Area, part with possession of the Licensed Area or otherwise allow the occupation of the Licensed Area by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Licensed Area for the Permitted Use.

4.10 **Licensor's Inspection**

4.10.1 The Minister shall permit the Licensor and any officer, employee, agent or contractor of the Licensor at all reasonable times upon reasonable notice to the Minister (except in an emergency when no notice shall be required), to enter upon the Licensed Area to examine and view the

state and condition of cleanliness and repair of the Licensed Area and by notice in writing served on the Minister to require the Minister within a reasonable time fixed in the notice to clean or repair the Licensed Area or otherwise comply with any of the Minister's obligations set out in this Agreement.

4.10.2 The Minister shall clean or repair the Licensed Area or otherwise comply with the Minister's obligations set out in this Agreement in accordance with the notice referred to in subclause 4.10.1 as far as it may be liable to do so pursuant to this Agreement and within the reasonable time stated in the said notice. In default of the Minister so doing, it shall be lawful for, but not obligatory on, the Licensor to carry out the required cleaning, repair or other Minister's obligations at the expense of the Minister who shall, upon demand being made therefor, pay to the Licensor all moneys expended by the Licensor in carrying out all such cleaning, repairs and other Minister's obligations.

4.11 **Release**

The Minister shall occupy the Licensed Area at the risk in all things of the Minister and the Minister releases to the full extent permitted by law the Licensor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Licensed Area (including any loss or damage to any personal property of the Minister).

4.12 **Indemnity**

The Minister shall indemnify and keep indemnified the Licensor, its officers, employees, contractors and agents from and against all Claims which the Licensor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Licensed Area by the Minister except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Licensor or its officers, employees, agents or contractors.

4.13 **No Signs**

The Minister shall not erect, affix, exhibit or display any signs or other advertising material on the Licensed Area without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed).

4.14 **No Nuisance**

The Minister shall not do or permit to be done or carry on or permit to be carried on in, on or about the Licensed Area:

4.14.1 any thing which in the reasonable opinion of the Licensor may be or be likely to become a nuisance to any other Licensed Area adjoining or in the vicinity of the Licensed Area; or

4.14.2 any offensive trade or business.

5. LICENSOR'S OBLIGATIONS

5.1 **Quiet Enjoyment**

If the Minister observes and performs all of the Minister's obligations set out in this Agreement, then the Minister may peaceably possess and enjoy the Licensed Area without interruptions or disturbance from the Licensor or from any person claiming under or from the Licensor, except for any interruption or disturbance which may be permitted by the terms of this Agreement.

5.2 **Insurance**

5.2.1 The Minister warrants that the Minister is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its use of the Licensed Area pursuant to this Agreement.

5.2.2 The Licensor warrants that it is a member of the Local Government Association Mutual Liability Scheme ("the Scheme") and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act and in the event that the Licensor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the Local Government Act, effect public liability insurance to a minimum level of cover of **FIFTY MILLION DOLLARS** ($50,000,000.00).

5.2.3 The Minister shall ensure that its sublicensees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

(a) a policy of public risk insurance in respect of the Licensed Area in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** ($20,000,000.00) in respect of any one claim or such further sum as the Licensor from time to time reasonably requires; and

(b) such other insurance policies (if any) as the Licensor and the Minister agree.

5.2.4 The Licensor shall at the Minister's expense effect and maintain throughout the Term a policy insuring the buildings and structures situated on the Licensed Area (excluding all Minister's fixtures situated in such buildings and structures) against loss or damage by Insurable Risks in the full replacement value. The Minister shall reimburse the Licensor for the cost of the premium in respect of such policy of insurance upon demand by the Licensor and if the Minister fails to reimburse the Licensor, then the cost of such premium shall be a debt due to the Licensor by the Minister and the Minister shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Licensor (as the case may be).

5.2.5 The policy of insurance referred to in subclause 5.2.4 shall:

(a) be in the name of the Licensor with the Minister's interest in the Licensed Area endorsed on it; and

(b) be with an insurer approved by the Minister.

5.2.6 The Licensor shall upon demand provide to the Minister:

(a) copies of the policies of insurance referred to in subclause 5.2.4; and

(b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in subclause 5.2.4.

5.2.7 The Minister, in specifying levels of insurance in this Agreement, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.

5.2.8 The Licensor acknowledges and agrees that it is the Licensor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Agreement.

5.3 **Maintenance of Services on the Land**

The Licensor shall at its expense maintain all Services on or in the Land (excluding those situated on the Licensed Area) in good working order at all times during the Term.

5.4 **Common Areas**

5.4.1 The Licensor shall allow the Minister, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Licensor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.

5.4.2 The Minister shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Minister's use of them).

6. MUTUAL COVENANTS

6.1 **Damage and Destruction**

If the buildings and/or structures situated on the Licensed Area or any part of them are damaged or destroyed so as to be unfit for use by the Minister, then unless the Minister otherwise agrees, the Licensor shall at its expense promptly and diligently reinstate the buildings and structures situated on the Licensed Area to the Minister's reasonable satisfaction **PROVIDED ALWAYS** that if the Licensor has neither reinstated the buildings and structures on the Licensed Area nor made substantial progress towards reinstatement of the buildings and structures on the Licensed Area within a period of six (6) months from the occurrence of such damage or destruction, then the Minister may by written

notice at any time after the expiration of such six (6) month period terminate this Agreement and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this Agreement by the other party.

6.2 **Termination**

6.2.1 If the Minister breaches any of its obligations set out in this Agreement and, following the giving by the Licensor of written notice of such breach, the Minister fails to rectify such breach within one calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Licensor may terminate this Agreement immediately by written notice to the Minister and revoke the licence granted by the Licensor.

6.2.2 Notwithstanding any other provision of this Agreement, the Minister may terminate this Agreement at any time without cause by giving six (6) months' written notice to the Licensor, and the Licensor shall not have any claim or take any action against the Minister in respect of such termination except for any antecedent breaches of this Agreement by the Minister.

6.3 **Right of Renewal**

The Licensor shall, upon the written request of the Minister made not later than three months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Minister's obligations set out in this Agreement, at the expense of the Minister grant to the Minister an extension of this Agreement for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Agreement but excluding this option for renewal.

6.4 **Holding Over**

If the Minister shall remain in occupation of the Licensed Area after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Minister shall continue to occupy the Licensed Area on a monthly licence determinable at any

time by either party on one calendar month's notice in writing on the same terms and conditions as those contained in this Agreement so far as is applicable.

6.5 **Severance**

If any term or condition of this Agreement shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

6.6 **Entire Agreement**

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and the parties agree that this Agreement supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Agreement. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Agreement.

6.7 **Modification**

No variation, addition to or modification of any provision of this Agreement shall be binding upon the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Agreement.

6.8 **Waiver**

6.8.1 A waiver of any provision of this Agreement must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

6.8.2 No waiver by a party of a breach of a term or condition contained in this Agreement shall operate as a waiver of any breach of the same or any other term or condition contained in this Agreement.

6.8.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party.

6.9 **Notices**

6.9.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

(a) in writing addressed to the other party at its respective address as set out in this Agreement;

(b) signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

(c) deemed to be duly served or made in the following circumstances:

(i) if delivered, upon delivery;

(ii) if sending by mail, upon posting;

(iii) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

6.9.2 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

6.10 **Costs**

6.10.1 The Minister shall pay the Licensor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Agreement but not its negotiation.

6.10.2 The Minister shall bear the stamp duty (if any) assessed or payable in respect of this Agreement.

6.11 **Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Agreement, either required to be given, done or performed or which may be given, done or performed by the Minister may be given, done or performed by the Minister's Representative.

6.12 **Early termination**

If the Minister ceases to use the Licensed Area for the Permitted Use for a continuous period of not less than three (3) months, then the Licensor may

terminate this Agreement and revoke the licence granted by the Licensor at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Minister and the Minister shall have no claim against the Licensor in respect of such early termination except in respect of any antecedent breaches (if any) of this Agreement by the Licensor.

6.13 **Dispute Resolution**

If a dispute arises between the Licensor and the Minister as to the terms and conditions of this Agreement or the operation of this Agreement or as to the rights or obligations of the parties under this Agreement, then, unless either the Licensor or the Minister desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Licensor or the Minister and the Licensor and the Minister shall bear the fees and expenses of such independent mediator in equal shares.

6.14 **Resumption or Compulsory acquisition**

If the Licensed Area is either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Agreement and the licence granted by the Licensor shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Agreement by the other party.

6.15 **No Warranties**

The Minister acknowledges and agrees that the Licensor does not make any warranty, representation, promise or assurance as to the suitability of the Licensed Area and/or the Land for the Permitted Use and all implied

warranties, representation, promises or assurances (if any) are expressly excluded.

6.16 **Goods and Services Tax**

6.16.1 **Definitions**

For the purposes of this clause 6.16:

"**GST law**" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"**GST**" means the tax imposed by the GST law;

"**GST Rate**" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"**Tax Invoice**" has the meaning attributed in the GST law; and

"**Taxable Supply**" has the meaning attributed in the GST law.

6.16.2 **Additional Consideration Referrable to GST**

(a) If any supply made by the supplier under this Agreement is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this Agreement apart from this clause, ("**base consideration**") an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

(b) When claiming payment of GST consideration under this clause the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

6.16.3 **Tax Invoice**

If any supply under this Agreement is a Taxable Supply:

(a) any invoice for payment under this Agreement must be a Tax Invoice, (and any prescribed form of invoice under this Agreement is amended accordingly); and

(b) the recipient is not obliged to make any payment under this Agreement unless the supplier has provided a Tax Invoice in respect of that payment.

6.17 **Auditor-General**

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987 (South Australia).*

6.18 **Reservation**

The Licensor and Licensee acknowledge and agree that the Licensor reserves to itself for the Term the right to access that portion of the Licensed Area more particularly delineated as "CFS Shed" in GRO Plan No. 331/2004 for the purposes of storage of radio equipment and the Licensor shall have 24 hours access to the equipment in the event of a failure **PROVIDED ALWAYS** that such access by the Licensor shall not unduly interfere with the Licensee's use of the Licensed Area.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of)
THE MID MURRY COUNCIL)
was hereunto affixed in the presence of:)

MID MURRAY COUNCIL S.A.

.....
Mayor

.....
Acting Chief Executive Officer

Please use seal clearly

THE COMMON SEAL of **MINISTER**)
FOR EMERGENCY SERVICES)
was affixed to this Agreement by the)
Minister in the presence of:)

MINISTER FOR EMERGENCY SERVICES COMMON SEAL SOUTH AUSTRALIA

.....Baldock.....
Witness

SUE BADDOCK
L11, 50 Pirie St
Adelaide SA 5000

SCHEDULE

ITEM 1 **The Land**

The whole of the land comprised in Crown Record Volume 5757 Folio 391.

ITEM 2 **The Rent**

$1.00 per annum if demanded by the Licensor (which rent is inclusive of GST) payable in such manner as the Licensor shall reasonably determine.

ITEM 3 **Common Areas**

Those portions of the land more particularly delineated as "Yard D" and "Yard Y" in GRO Plan No. 331/2004 for access purposes and car parking purposes in designated areas.

ITEM 4 **The Initial Term**

Ten (10) years from 1 December 2004 to 30 November 2014 (subject to any earlier termination of this Agreement pursuant to its terms or by operation of law).

ITEM 5 **The Renewal Term**

Ten (10) years commencing on 1 December 2014 and expiring on 30 November 2024.

ITEM 6: **Minister's Proportion**

Charges for services

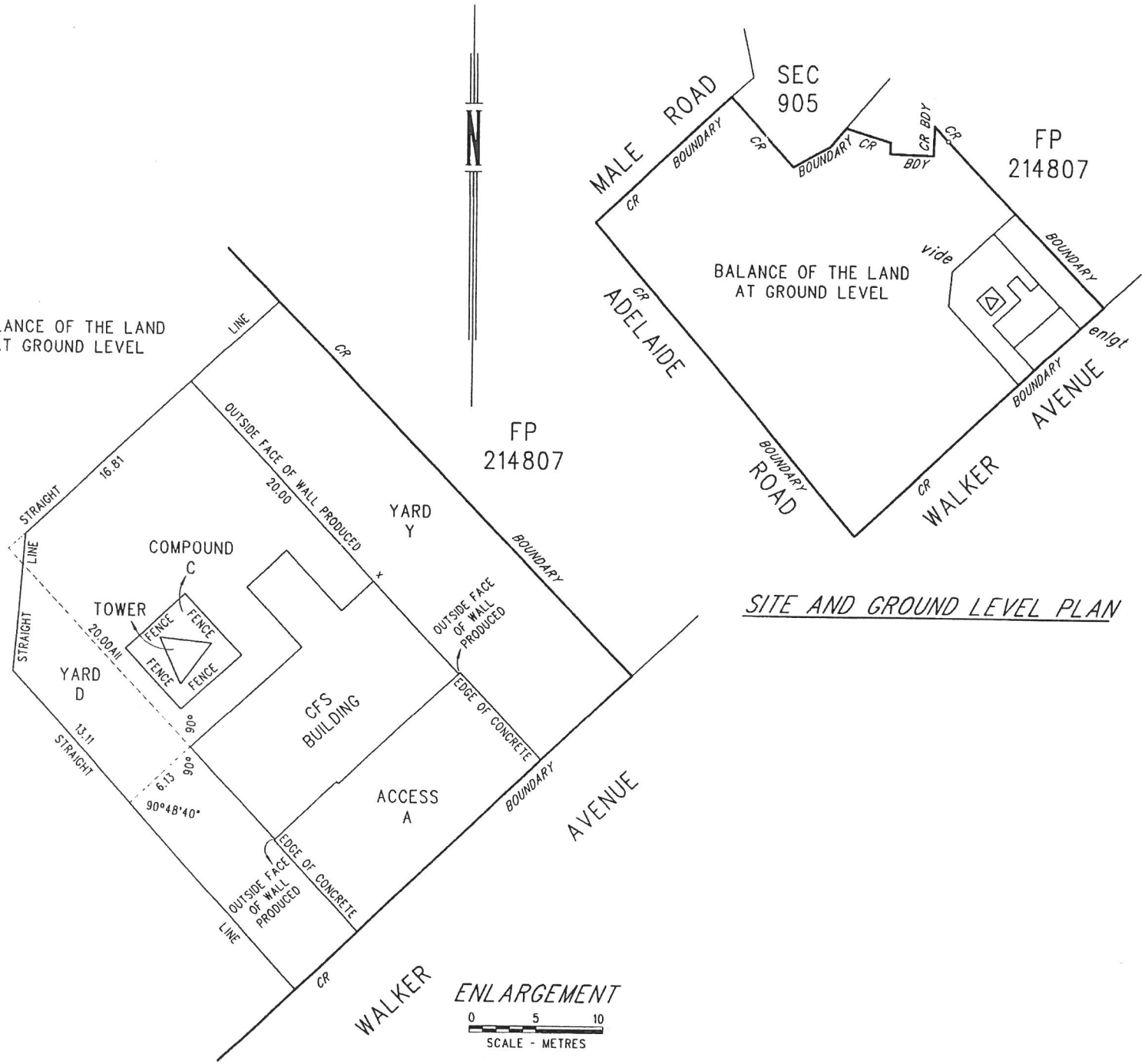
(a) Nil or such other percentage as the Licensor and the Minister may from time to time agree in writing.

Statutory rates, taxes and charges

(b) Nil or such other percentage as the Licensor and the Minister may from time to time agree in writing.

PLAN OF THE LICENSED AREA

LX 107



SITE AND GROUND LEVEL PLAN

PLAN NUMBER
GP 331/2004

MAP REFERENCE 6628-44

TITLE SYSTEM CROWN LANDS ACT

TITLE REFERENCE CR 5757 / 391

PLAN EXAMINED 9.9.2004

PLAN APPROVED 13.9.2004

IRRIGATION AREA —— DIVISION ——

HUNDRED FINNISS

AREA MANNUM

COUNCIL MID MURRAY COUNCIL

PLAN FOR LEASE

SECTION 767

SCALE 0 20 40 60 80 100 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

TSA JOB NUMBER : 20030148

DOCKET NUMBER : AG 01/00798

JOHN C BESTED & ASSOC PTY LTD
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362 MAGILL ROAD KENSINGTON PARK 5068
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REFERENCE No.	DRAWING No.	VERSION No.
11161	11161-LEASE	2

JCBA-16

MID MURRAY COUNCIL

Ref: 16/REG/LIC/1/MM

11 February 2015

Paul Sargent
A/Manager Assets & Procurement
SA Fire & Emergency Services Commission
GPO Box 2706
ADELAIDE SA 5001

Dear Paul,

Re: Extension of Licence for Mannum CFS Station

Further to your letter dated 24 September 2014 seeking approval to extend the term of the current licence, in accordance with Clause 6.3. I can confirm Council at a meeting held on 10 February 2015 approved the extended term which now expires on 30 November 2024.

I trust this advice is sufficient, do not hesitate to contact me if you require further advice or clarification of the above.

Yours faithfully,

Kelvin Goldstone
Manager – Governance

All correspondence to PO Box 28, Mannum SA 5238 E-mail: postbox@mid-murray.sa.gov.au
ABN 88 313 305 455 Web www.mid-murray.sa.gov.au

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49 Adelaide Road, Mannum, South Australia
Telephone: (08) 8569 0100
Facsimile: (08) 8569 1931

Development & Environmental Services
Main Street, Cambrai, South Australia
Telephone: (08) 8564 6020
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