

**REGISTRAR-GENERAL'S
OFFICE
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED) *D.J. Beer*
D.J. BEER

Solicitor/~~Licensed Land Broker~~

| | | |
|-------------------|------|-------|
| 1 MAR 1989 | TIME | 14:50 |
| FEE'S | | \$ |
| R.G.O. | | 38 |
| POSTAGE | | |
| ADVERTISING | | |
| NEW C.T. TO ISSUE | | |

OFFICE NOTES:

PREFIX A | G

6710789


SERIES NO.
TO BE COMPLETED BY AGENT

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

| CORRECTION | | PASSED |
|------------|----------|---------------------|
| O.D.R. No. | | EXAMINER TO INITIAL |
| REFERRED | RETURNED | <i>B1</i> |
| | | |
| | | |
| | | |
| | | |

REGISTERED ON 9.5.1989 AT 15:00
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
REGISTER BOOK. VOL. ↓ FOLIO
as within

T. Lawrence pro



BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: MOLLISON LITCHFIELD MOLT
Address: INDUSTRY HOUSE
12 PERDE STREET
MELBOURNE SA 5000
Correction to MOLLISON LITCHFIELD MOLT

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

- | | |
|----------------------------|---------------------------------------|
| 1. <u>CIT V 4136 F 246</u> | } Received item No. Assessor |
| 2. <u>CIT V 4099 F 805</u> | |
| 3. <u>CIT V 2929 F 8</u> | |
| 4. | |
| 5. | |

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

ITEM(S) DELIVERED—POSTED
IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S)
TO THE UNDERMENTIONED AGENT(S)

| ITEM | AGENT/RGO BOX No. | DELIVERY DATE | *POSTAGE DATE | INITIALS | ITEM: CT:CL REF. | AGENT'S NAME | AGENT/RGO BOX NO. | POSTAL ADDRESS* |
|----------|-------------------|---------------|---------------|----------|--------------------|------------------|-------------------|-----------------|
| 1 | | | | | <u>CT 4136/246</u> | <u>WBSA WBSA</u> | | |
| 2 | | | | | <u>CT 4099/805</u> | <u>SBSA</u> | | |
| <u>3</u> | | | | | <u>CT 2929/8</u> | <u>SBSA</u> | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

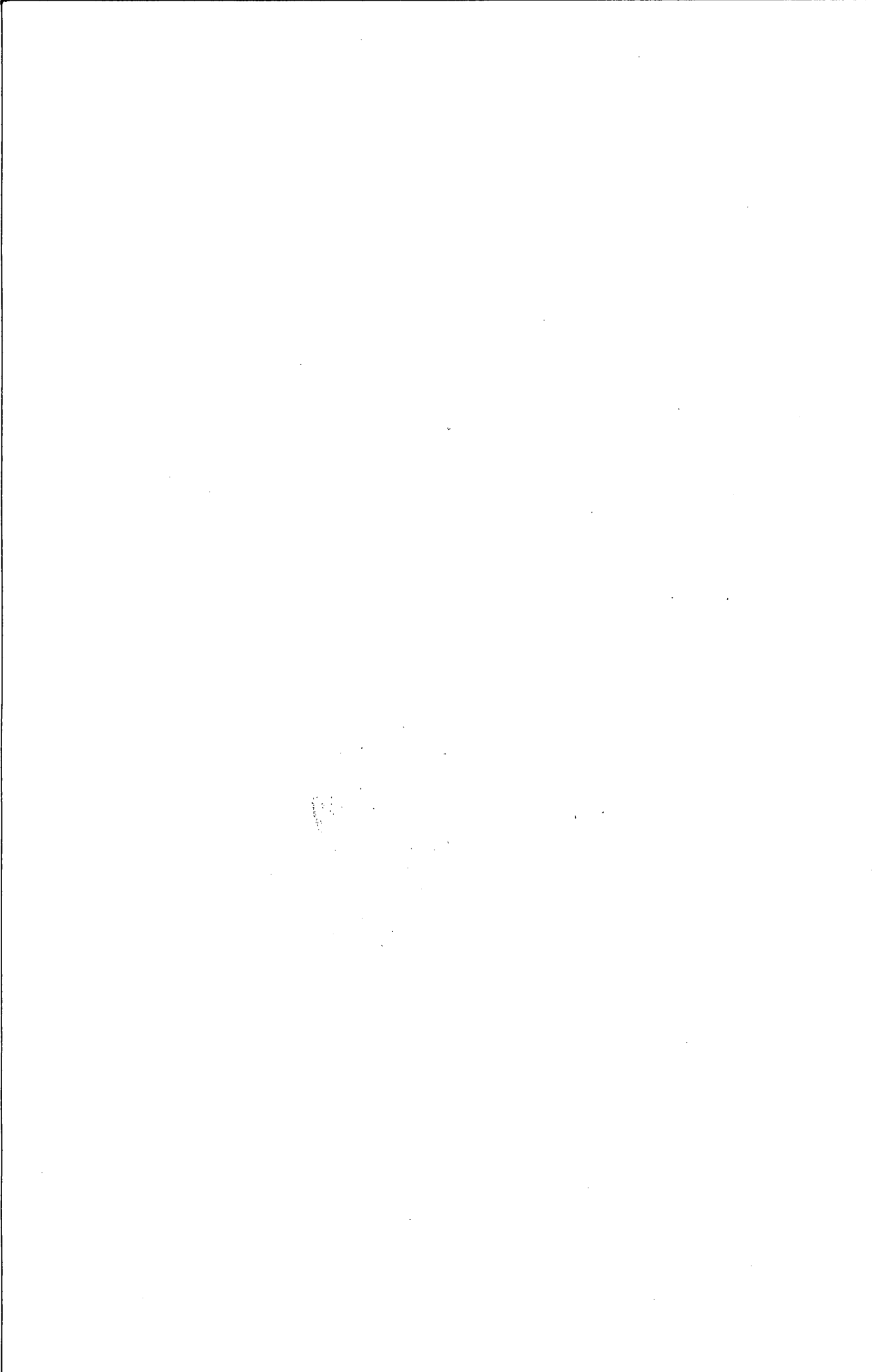
*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

*FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENT'S INITIALS

DB

1
2
3



NIELD Co.

THE COMMON SEAL of)
CASTLE GREY PTY. LTD.)
was hereunto affixed by)
authority of the directors and)
in the presence of:)



..... *Manuel Pijis* Director

..... *[Signature]* Director/Secretary

NOW in consideration of the mutual agreement of the parties and in further consideration of the sum of Ten Cents (10 cents) paid by the purchaser to the vendor (the receipt of which sum is hereby acknowledged)

IT IS AGREED to vary the terms of the Agreement in the following manner:-

1. The recitals hereto are confirmed.
2. The amount of the T.F.A. recited in the Agreement is changed from 327.7 square metres to an amount of 334 square metres.
3. The consideration for the 334 metres T.F.A. shall be ONE HUNDRED THOUSAND TWO HUNDRED DOLLARS (\$100,200.00).
4. For the purposes of Clause 4.1 and Clause 9 of the Agreement the dates therein are varied to the 6th day of February 1989.

SUBJECT only to the variations to the Agreement herein contained, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplementary Agreement were inserted therein by way of addition or substitution (as the case may be) and in all other respects the parties confirm the terms of the Agreement.

IN WITNESS whereof the parties hereto have set their respective hands and seals on the day and in the year herein first appearing.

THE COMMON SEAL of)
SOLARC NOMINEES PTY. LTD.)
 was hereunto affixed by)
 authority of the directors and)
 in the presence of:)



..... *Peter B...* Director
 *[Signature]* Director/Secretary

202 P

SUPPLEMENTARY AGREEMENT dated the *27th* day of *January* 1989

BETWEEN:

SOLARC NOMINEES PTY. LTD. of 84 Flinders Street Adelaide South Australia 5000 ("the Transferor")

of the one part
01256755

AND:

CASTLE GREY PTY. LTD. of C/ Peat Marwick, Pirie Street Adelaide South Australia 5000 ("the Transferee")

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
ORIGINAL DAILY STAMPED
12/1/89
of the other part

WHEREAS:

- A. The parties entered into an agreement dated the 12th day of December 1988 ("the Agreement") for the sale of 327.7 square metres of transferable floor area ("the T.F.A.") from the Transferor's land being that piece of land comprised in Certificate of Title Register Book Volume 4136 Folio 246 ("the Donor Site") to be for the use of the Transferee upon the land comprised in Certificate of Title Register Book Volume 4099 Folio 805 and Volume 2929 Folio 8 ("the Recipient Site");
- B. The Agreement VIDE Clause 4.1 and Clause 9 is subject in all respects to the Adelaide City Council ("the Council") agreeing prior to the 31st day of December 1988 to permit the Transferor to transfer the T.F.A. from the Donor Site to the Recipient Site;
- C. The amount of transferable floor area has now been re-calculated and an amount of 334 square metres of transferable floor area is now available for transfer by the Transferor from the Donor Site and the Transferee still requires a minimum of 334 square metres of transferable floor area to complete its building upon the Recipient Site;
- D. It is the desire of the parties to vary the terms of the Agreement.

"B"

Consents of persons having a legal interest in the conservation and recipient sites (section 39d(3) of the City of Adelaide Development Control Act, 1976).

IN WITNESS whereof the parties hereto have executed these presents in the manner hereinafter appearing on the day and the year hereinbefore written.

SIGNED SEALED AND DELIVERED)
)
Signing by (include full name of)
Clause donor) in the presence of:)
for person)

.....

THE COMMON SEAL of (include)
)
full name of recipient) was)
)
hereunto affixed in)
)
accordance with its)
)
Memorandum and Articles)
)
of Association and in the)
)
presence of:)

Signing
Clause
for
Company

.....
Director

.....
Secretary

THE COMMON SEAL of)
)
THE CORPORATION OF THE CITY)
)
OF ADELAIDE was hereunto)
)
affixed on the day of)
)
1988)

.....
Lord Mayor

.....
City Manager

13. In this Deed:-

- (a) "conservation site" bears the same meaning as set out in the definition of that expression in the Principles of Development Control as defined in and approved by the City of Adelaide Development Control Act, 1976.
- (b) "recipient site" means the land to which the floor area specified in the agreement marked "A" is to be transferred under the provisions of the Principles of Development Control as defined in and approved by the City of Adelaide Development Control Act, 1976;
- (c) a reference to a party shall include that party's executors administrators and assigns and where a party is a body corporate, its successors and assigns;
- (d) words importing the singular or plural number include the plural or singular number respectively;
- (e) words importing the masculine feminine or neuter gender include all other genders;
- (f) a reference to a person includes a natural person and a corporate entity;
- (g) where two or more persons are designated herein as "the donor" or as "the recipient" the covenants on their parts respectively herein shall bind them and every two or greater number of them jointly and each of them severally;
- (h) a reference to any Act shall include such Act as amended from time to time and any enactment to like effect in substitution therefore;

for a term exceeding six years or in respect of which a right or option of renewal or extension exists under which such lease licence or agreement may operate for a total period exceeding six years,

without prior agreement of the council provided always that such agreement shall not be unreasonably or capriciously withheld.

11. (a) All stamp duty and registration fees payable on this deed and memorials thereof shall be paid by the recipient.
 - (b) All the Council's costs and fees (including legal fees) incidental to the preparation stamping and registration of this deed and memorials thereof shall be paid by the recipient.
 - (c) Subject to sub-clauses (a) and (b) of clause 11 hereof Solarc Nominees Pty. Ltd. and Trikon Corporation Pty. Ltd. shall bear their own costs.
12. Any notice which any party hereto is required or may desire to give to any other party hereto shall without prejudice to any other means of giving such notice be deemed to have been fully given or served if it is in writing and signed for or on behalf of the party giving notice and either delivered by hand or sent by certified post to such other party to the address set forth in this deed or to the last known address of such party. Such notice shall be deemed to have been given at the time of such delivery, or upon the date five (5) days after such posting.

7. The donor and the recipient each warrant that no party has a legal interest in the conservation site or the recipient site respectively or any part thereof save and except the parties whose consents to these presents are annexed hereto and marked with the letter "B"
8. The recipient nominates as the recipient site the land comprised and described in Certificate/s of Title Register Book Volume Folio/s situate at and known as
9. The donor and the recipient each hereby grant their unconditional consent to an application, to be made by the Council, to register this agreement by way of Deed and to enter memorials thereof on the Certificates of Title of the conservation site and the recipient site respectively and the donor and the recipient will whenever requested by the Council deliver up or cause to be delivered up to the Council the duplicates of such Certificates of Title for the purpose only of entering such memorials thereon.
10. The donor hereby covenants that he will not:-
 - (a) divide any allotment comprising the whole or part of the conservation site;
 - (b) sell transfer or convey part only of the conservation site;
 - (c) grant a lease or licence or make an agreement for a lease or licence by virtue of which a person becomes or may become entitled to possession or occupation of part only of the conservation site

dispute or difference and at the expiration of seven (7) days from the date of receipt of such notice by the Council, the donor or the recipient as the case may be such dispute or difference (unless otherwise settled) shall be and is hereby referred to an arbitrator nominated by the Chairman of the Institute of Arbitrators Australia S.A. Chapter in accordance and subject to the Institute of Arbitrators Australia Rules for the conduct of Commercial Arbitrations.

5. If the Arbitrator is unable to make an award within three (3) months of the completion of the hearing or any extended period agreed in writing between the parties then another Arbitrator shall be nominated in the manner prescribed in paragraph 4 hereof and shall enter upon the reference in lieu of the first Arbitrator.
6. No provision of this deed shall be construed or interpreted nor any act, matter or thing done hereunder (including a reference to arbitration and/or the making of an award under clauses 4 and 5) whether before or after the determination or abandonment or breach hereof so as to prevent, derogate from, prejudice, delay or effect in any manner whatsoever any rights, powers, remedies and proceedings available to the Council to enforce or seek to enforce in accordance with the provisions of the City of Adelaide Development Control Act 1976 any consent or approval (including the conditions attached to or relating thereto) granted or to be granted in respect of the conservation site.

3. In the event that the donor does not comply with the obligations provided for in clause 2 hereof, the Council may, without prejudice to any other rights or remedies which it may have, give to the donor reasonable notice in writing specifying the works to be carried out by the donor and requiring him within the time referred to in such notice to carry out and complete, within the time stipulated, such works as are necessary in order for the obligations referred to in clause 2 hereof to be complied with. In the event that the donor does not comply with such notice within the time therein stipulated, the Council shall be at liberty to cause to be carried out on the conservation site the works referred to in the said notice and to recover the costs of so doing, as a debt from the donor. The donor shall permit the Council or its servants agents or contractors to enter into possession of the conservation site for the purposes of doing such work.
4. In the event of any dispute or difference arising between the parties hereto at any time hereafter in respect of any act matter or thing to be done hereunder whether before or after the determination or abandonment or breach of this deed or as to its construction or interpretation or as to any other act matter or thing arising out of or in any way relating to this deed then either party may give the other notice in writing by security or certified post of such

Council approved the transfer of floor area specified in the agreement marked "A" subject to a condition that the donor and the recipient enter into an agreement with the Council pursuant to and in accordance with section 39d of the City of Adelaide Development Control Act, 1976 upon terms and conditions hereinafter provided.

- E. The donor and the recipient wish to enter into an agreement by way of deed pursuant to section 39d of the said Act.

NOW THIS DEED WITNESSETH as follows:-

1. The donor shall give written notice to the Council of:
 - (a) any damage to or destruction of the item;
 - (b) any activity whether on the conservation site or otherwise that is likely, in the donor's opinion, to result in damage to or destruction of the item or any part thereof;
 - (c) any proposed change in the ownership of the item;as soon as practicable after first becoming aware of the matter to which the notice relates.
2. The donor covenants that he will do such acts and things and undertake such works as may from time to time be reasonably necessary to preserve or conserve the item including but without limiting the generality of the foregoing such repairs painting maintenance and like works for the purpose of keeping the item water tight and saving it from decay or desuetude and the ravages of the elements.

DRAFT DEED FOR CONSIDERATION OF THE COUNCIL

THIS DEED is made the _____ day of _____ 1988

BETWEEN:

of _____ in the State of South Australia
(hereinafter referred to as "the donor") of the first
part
of _____ in the said State (hereinafter
referred to as "the recipient") of the second part and THE
CORPORATION OF THE CITY OF ADELAIDE of Town Hall, Adelaide
in the said State (hereinafter referred to as "the Council")
of the third part

WHEREAS:

- A. The donor is the registered proprietor of the whole of
the land comprised and described in Certificate/s of
Title Register Book Volume _____ Folio/s
- B. The land referred to in Recital A comprises/includes a
conservation site which site together with certain
improvements thereon comprise ITEM NO. _____
(hereinafter referred to as "the item") on the Register
of City of Adelaide Heritage Items being the Schedule
to the City of Adelaide Development Control
Regulations, 1987 and are defined and described therein
as (here quote the description of the item from the
Register).
- C. By Memorandum of Agreement made the _____ day of _____
19 _____ (a copy of which is annexed hereto and marked with
the letter "A") the donor agreed to sell and the
recipient agreed to purchase floor area as provided
therein on the terms and conditions therein contained.
- D. By resolution made the _____ day of _____ 19 _____ the

DATED _____

BETWEEN:

SOLARC NOMINEES PTY LTD

"the Transferor"

- and -

CASTLE GREY PTY LTD

"the Transferee"

DEED OF AGREEMENT

HUME TAYLOR & CO

Barristers & Solicitors
84 Flinders Street
Adelaide S.A. 5000
Telephone: (08) 2233199

THE COMMON SEAL of
CASTLE GREY PTY LTD
was hereunto affixed by
authority of the directors and
in the presence of:



.....
Director

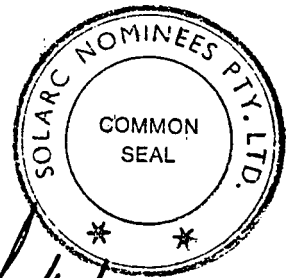
.....
Secretary

(Ref:solarc.D)

interest on the purchase price (or on so much thereof as shall from time to time remain unpaid) at the rate of 20% per annum computed from settlement date or the date appointed for payment, as the case may be, until either the date of completion of payment or the date of determination of this agreement (whichever occurs first) and such payment of interest shall be in addition and without prejudice to any other rights or legal remedies the Transferor may have by reason of any such default.

IN WITNESS whereof the parties have hereunto set their hands and seals the day and year first before written.

THE COMMON SEAL of)
)
SOLARC NOMINEES PTY LTD)
)
was hereunto affixed by)
)
authority of the directors and)
)
in the presence of:)



[Handwritten Signature]
.....
Director
[Handwritten Signature]
.....
Director

6. In relation to the preparation of this Agreement and also effecting the transfer of the transferable floor area from the donor site to the recipient site the parties hereto shall bear their own legal costs.
7. All stamp duty payable on this Agreement and payable on the transfer of the transferable floor area from the donor site to the recipient site shall be payable by the Transferee.
8. All other costs including any costs of the Council incidental to this Agreement and incidental to giving effect to this Agreement shall be borne equally by the parties hereto.
9. In the event that the Council does not for any reason whatsoever grant its consent to the transfer of the transferable floor area from the donor site to the recipient site by the 31st day December 1988 this Agreement may be determined at any time thereafter by either party serving upon the other party notice in writing and all moneys paid under this Agreement shall be repaid to the Transferee and all rights and liabilities under this Agreement shall cease.
10. The Transferee shall forthwith upon the execution of this Agreement pay to the Transferor a deposit of \$2,000.00 which sum shall be credited in favour of the Transferee against the consideration payable at settlement.
11. If for any reason whatever, except the neglect or default of the Transferor, the purchase is not completed on settlement date, or the purchase price or any part thereof is not paid upon the date appointed for payment, the Transferee shall pay

of the said permission record that fact by registering the said transfer in its Register of Development Rights such transfer to take effect as provided in Principle 17(3) of the Principles made pursuant to the City of Adelaide Development Control Act (as amended);

- 4.3. That, in accordance with Principle 17(10) of the said Principles unless Principle 17(10) is amended so that the agreement referred to in Principle 17(10) is no longer required, the Council enter into an agreement with the Transferor and the Transferee pursuant to and in accordance with Section 39(d) of the City of Adelaide Development Control Act (as amended) containing the terms and conditions as are set out in the pro forma agreement annexed hereto.
- 4.4. That the Transferor and the Transferee respectively consent (which consent shall not be unreasonably or capriciously withheld) to the inclusion in the agreement of all the terms and conditions which the Council requires to be contained in the agreement referred to in sub-clause 4.3 of clause 4 hereof.
5. Settlement hereunder shall take place on the 7th day of February 1989 or at the same time that the memorial referred to in Principle 17(3) is produced for registration at the Lands Titles Office Adelaide. Subject to clause 10 hereof the balance of the consideration shall be paid at settlement.

donor site to the recipient site of 327.7 square metres of the transferable floor area on the donor site to ensure, in whole or in part, that the building does not contravene the plot ratio requirements applying to the recipient site ("the transferable floor area") in consideration of the payment by the Transferee to the Transferor of the sum of NINETY EIGHT THOUSAND THREE HUNDRED AND TEN DOLLARS (\$98,310.00).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The above recitals are true and correct in every material particular and are deemed by the parties to form part of this Agreement.
2. The Transferor and the Transferee hereby respectively covenant agree and declare that they will do all such acts and things and execute all such documents as may be necessary to give effect to the terms and conditions of this Agreement.
3. The Transferor hereby covenants agrees and declares that within seven (7) days of the parties executing this Agreement it will make due application to the Council for the transfer of the transferable floor area from the donor site to the recipient site.
4. This Agreement is subject in all respects to the following conditions:-
 - 4.1. That the Council agreeing prior to the 31st day of December 1988 to permit the Transferor to transfer the transferable floor area from the donor site to the recipient site;
 - 4.2. That the Council shall concurrently with the granting

Full Covid. \$100 200

"A"

\$2838

THIS AGREEMENT is made this ^{12th} day of December 1988

BETWEEN: SOLARC NOMINEES PTY LTD of 84 Flinders Street Adelaide 5000 in the State of South Australia ("the Transferor") of the one part

AND CASTLE GREY PTY LTD whose registered office is care of Peat Marwick Hungerfords of 97 Pirie Street Adelaide 5000 in the said State ("the Transferee") of the other part

01236755

RECITALS

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
31/03/89 244619 12:38
\$2,838.00

Whereas:-

ADJUDGED DULY STAMPED

- A. The Transferee intends to construct a three storey office building with undercover carparking ("the building") on that piece of land comprised and described in Certificates of Title Register Book Volume 4099 Folio 805 and Volume 2929 Folio 8 ("the recipient site").
- B. The Building does not comply with the plot ratio requirements of the recipient site as determined in accordance with the City of Adelaide Development Control Act (as amended) and the Principles made thereunder.
- C. The Transferor is the registered proprietor of that piece of land comprised and described in Certificate of Title Register Book Volume 4136 Folio 246 ("the donor site").
- D. Subject to the consent of the Adelaide City Council ("the Council"), the Transferor is permitted to transfer floor area from the donor site to the recipient site so that the building does comply with the plot ratio requirements applying to the recipient site.
- E. The Transferor has agreed to effect the transfer from the

DATED

1989

B E T W E E N:

SOLARC NOMINEES PTY. LTD.

of the first part

- and -

CASTLE GREY PTY. LTD.

of the second part

- and -

THE CORPORATION OF THE CITY OF
ADELAIDE

of the third part

D E E D

MOLLISON LITCHFIELD
Industry House
12 Pirie Street
ADELAIDE S.A. 5000

Telephone: 233 2600

WLR:1150M

"B"

Consents of persons having a legal interest in the conservation site (section 39d(3) of the City of Adelaide Development Control Act, 1976).

x Westpac
Signed for and on behalf of (Clause 7(a))
WESTPAC BANKING CORPORATION)
by)
WALTER JOHN BOWERS ACTING)
and)
BRIAN MILTON ANNELLS STATE MANAGER)
its Attorneys in the presence of)
.....)

WESTPAC BANKING CORPORATION
by its Attorneys

who respectively state that they
have no notice of the revocation
of the Power of Attorney under the
authority of which they have executed
this instrument

Name:
Address:
Occupation:
Of Witness

"C"
Power of Attorney No. 5002532

A Justice of the Peace in and for
the State of South Australia

Consents of persons having a legal interest in the conservation site (section 39(3) of the City of Adelaide Development Control Act, 1976).

APPEARED before me at ADELAIDE the
16th day of MARCH 1989
KENNETH BRIAN SPARTON
Bank Officer of 97 King William Street Adelaide
the party executing the within instrument as
Attorney for STATE BANK OF SOUTH AUSTRALIA
being a person well known to me and did freely
and voluntarily sign the same.

STATE BANK OF SOUTH AUSTRALIA
By its Attorney who certifies that he is the
SUPERVISOR SECURITIES ADMINISTRATION
of the said Bank and that he has no notice of
any revocation of the said Power of Attorney.

.....
A Justice of the Peace in and for the State
of South Australia

Power of Attorney No. 6527734.

THE COMMON SEAL of CASTLE
GREY PTY. LTD. was
hereunto affixed in
accordance with its
Memorandum and Articles
of Association and in the
presence of:

)
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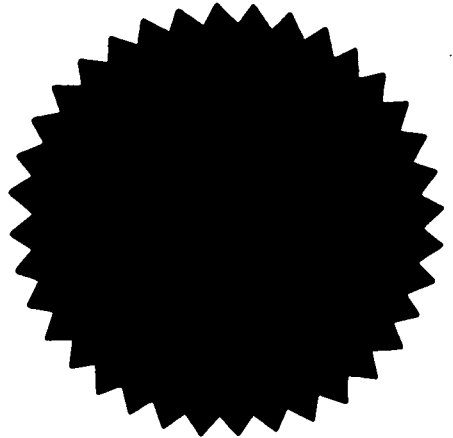


Manuel Pires
.....
Director

[Signature]
.....
Secretary

THE COMMON SEAL of
THE CORPORATION OF THE CITY
OF ADELAIDE was hereunto
affixed on the 21st day of
MARCH 1988

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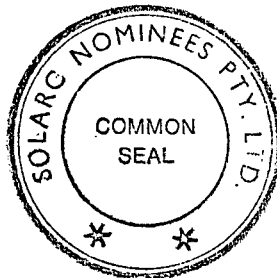
[Signature]
.....
Lord Mayor

Michael Lewynsdijk
.....
Chief Executive Officer

- (e) words importing the singular or plural number include the plural or singular number respectively;
- (f) words importing the masculine feminine or neuter gender include all other genders;
- (g) a reference to a person includes a natural person and a corporate entity;
- (h) where two or more persons are designated herein as "the donor" or as "the recipient" the covenants on their parts respectively herein shall bind them and every two or greater number of them jointly and each of them severally;
- (i) a reference to any Act shall include such Act as amended from time to time and any enactment to like effect in substitution therefore;

IN WITNESS whereof the parties hereto have executed these presents in the manner hereinafter appearing on the day and the year hereinbefore written.

THE COMMON SEAL of SOLARC
NOMINEES PTY. LTD. was
 hereunto affixed in
 accordance with its
 Memorandum and Articles
 of Association and in the
 presence of:



.....
 Director

 Secretary

12. Any notice which any party hereto is required or may desire to give to any other party hereto shall without prejudice to any other means of giving such notice be deemed to have been fully given or served if it is in writing and signed for or on behalf of the party giving notice and either delivered by hand or sent by certified post to such other party to the address set forth in this deed or to the last known address of such party. Such notice shall be deemed to have been given at the time of such delivery, or upon the date five (5) days after such posting.

13. In this deed:-

- (a) "Allotment" bears the same meaning as set out in the definition of that word in the Principles of Development Control as defined in and approved by the City of Adelaide Development Control Act, 1976;
- (b) "conservation site" bears the same meaning as set out in the definition of that expression in the said Principles of Development Control;
- (c) "recipient site" means the land to which the floor area specified in the agreement marked "A" is to be transferred under the provisions of the said Principles of Development Control;
- (d) a reference to a party or a person shall include that party's or that person's executors administrators and assigns and where a party or a person is a body corporate, its successors and assigns;

Title of the conservation site and the recipient site respectively and the donor and the recipient will whenever requested by the Council deliver up or cause to be delivered up to the Council the duplicates of such Certificates of Title for the purpose only of entering such memorials thereon.

10. The donor hereby covenants that he will not:-

- (a) divide any allotment comprising the whole or part of the conservation site;
- (b) sell transfer or convey part only of the conservation site;
- (c) grant a lease or licence or make an agreement for a lease or licence by virtue of which a person becomes or may become entitled to possession or occupation of part only of the conservation site for a term exceeding six years or in respect of which a right or option of renewal or extension exists under which such lease licence or agreement may operate for a total period exceeding six years,

without the prior agreement of the Council provided always that such agreement shall not be unreasonably or capriciously withheld.

11. All costs and fees (including legal fees) of and incidental to the preparation stamping and registration of this deed and memorials thereof and all stamp duty thereon shall be paid by the recipient.

affect in any manner whatsoever any rights, powers, remedies and proceedings available to the Council to enforce or seek to enforce in accordance with the provisions of the City of Adelaide Development Control Act 1976 any consent or approval (including the conditions attached to or relating thereto) granted or to be granted in respect of the conservation site.

7. (a) The donor warrants that no person other than the donor has a legal interest in the conservation site or any part thereof save and except the persons whose consents to these presents are annexed hereto and marked with the letter "B";
(b) The recipient warrants that no person other than the recipient has a legal interest in the recipient site or any part thereof save and except the persons whose consents to these presents are annexed hereto and marked with the letter "C".
8. The recipient nominates as the recipient site the land comprised and described in Certificates of Title Register Book Volume 4099 Folio 805 and Volume 2929 Folio 8 situate at and known as 191 to 199 Frome Street, 109 Ifould Street and 192 to 198 Wakefield Street.
9. The donor and the recipient each hereby grant their unconditional consent to an application, to be made by the Council, to register this agreement by way of Deed and to enter memorials thereof on the Certificates of

whether before or after the determination or abandonment or breach of this deed or as to its construction or interpretation or as to any other act matter or thing arising out of or in any way relating to this deed then either party may give the other notice in writing by security or certified post of such dispute or difference and at the expiration of seven (7) days from the date of receipt of such notice by the Council, the donor or the recipient as the case may be such dispute or difference (unless otherwise settled) shall be and is hereby referred to an arbitrator nominated by the Chairman of the Institute of Arbitrators Australia S.A. Chapter in accordance and subject to the Institute of Arbitrators Australia Rules for the conduct of Commercial Arbitrations.

5. If the Arbitrator is unable to make an award within three (3) months of the completion of the hearing or any extended period agreed in writing between the parties then another Arbitrator shall be nominated in the manner prescribed in paragraph 4 hereof and shall enter upon the reference in lieu of the first Arbitrator.
6. No provision of this deed shall be construed or interpreted nor any act, matter or thing done hereunder (including a reference to arbitration and/or the making of an award under clauses 4 and 5) whether before or after the determination or abandonment or breach hereof so as to prevent, derogate from, prejudice, delay or

time be reasonably necessary to preserve or conserve the item including but without limiting the generality of the foregoing repairs painting maintenance and like works for the purpose of keeping the item water tight and saving it from decay or desuetude and the ravages of the elements.

3. In the event that the donor does not comply with the obligations provided for in clause 2 hereof, the Council may, without prejudice to any other rights or remedies which it may have, give to the donor reasonable notice in writing specifying the works to be carried out by the donor and requiring him within the time referred to in such notice to carry out and complete, within the time stipulated, such works as are necessary in order for the obligations referred to in clause 2 hereof to be complied with. In the event that the donor does not comply with such notice within the time therein stipulated, the Council shall be at liberty to cause to be carried out on the conservation site the works referred to in the said notice and to recover the costs of so doing, as a debt from the donor. The donor shall permit the Council or its servants agents or contractors to enter into possession of the conservation site for the purposes of doing such work.
4. In the event of any dispute or difference arising between the parties hereto at any time hereafter in respect of any act matter or thing to be done hereunder

annexed hereto and marked with the letter "A") the donor agreed to sell and the recipient agreed to purchase 334 square metres of floor area as provided therein on the terms and conditions therein contained.

- D. By resolution made the 6th day of February 1989 the Council approved the transfer of floor area specified in the agreement as varied by the supplementary agreement each marked "A" subject to a condition that the donor and the recipient enter into an agreement with the Council pursuant to and in accordance with section 39d of the City of Adelaide Development Control Act, 1976 upon terms and conditions hereinafter provided.
- E. The donor and the recipient wish to enter into an agreement by way of deed pursuant to section 39d of the said Act.

NOW THIS DEED WITNESSETH as follows:-

1. The donor shall give written notice to the Council of:
 - (a) any damage to or destruction of the item;
 - (b) any activity whether on the conservation site or otherwise that is likely, in the donor's opinion, to result in damage to or destruction of the item or any part thereof;
 - (c) any proposed change in the ownership of the item;as soon as practicable after first becoming aware of the matter to which the notice relates.
2. The donor covenants that he will do such acts and things and undertake such works as may from time to

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THIS DEED is made the 21st day of MARCH 1989

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BETWEEN: SOLARC NOMINEES PTY. LTD. of 84 Flinders Street, Adelaide in the State of South Australia

01236755

(hereinafter referred to as "the donor") of the first part

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
31/03/89 244619 12:37
\$4.00
STAMPED

CASTLE GREY PTY. LTD. of care of Peat Marwick Hungerfords of 97 Pirie Street, Adelaide in the

said State (hereinafter referred to as "the recipient") of the second part

AND THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, Adelaide in the said State (hereinafter referred to as "the Council") of the third part

WHEREAS:

A. The donor is the registered proprietor of the whole of the land comprised and described in Certificate of Title Register Book Volume 4136 Folio 246.

B. The land referred to in Recital A comprises a conservation site which site together with certain improvements thereon comprise ITEM NO. 120 (hereinafter referred to as "the item") on the Register of City of Adelaide Heritage Items being the Schedule to the City of Adelaide Development Control Regulations, 1987 and are defined and described therein as "Observatory House; 84-86 Flinders Street; C.T. 4136/246".

C. By Memorandum of Agreement made the 12th day of December 1988 as varied by supplementary agreement made the 27th day of January 1989 (copies of which are

Insert type of document here. Application to Register Agreement relating to Preservation or Development of Land.

BLANK INSTRUMENT FORM (see footnote)

H.T. Sadler

A

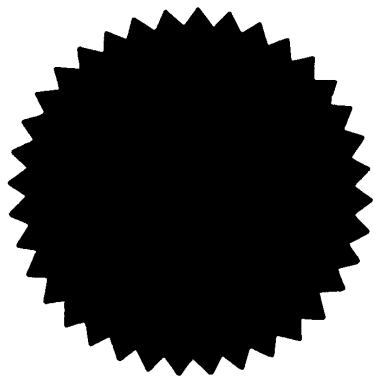
THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, Adelaide 5000 (hereinafter referred to as the "Corporation") HEREBY APPLIES pursuant to Section 39d(4) of the City of Adelaide Development Control Act, 1976 to register the fact that the Deed attached hereto dated the 21st day of MARCH 1989 and made between SOLARC NOMINEES PTY. LTD. of 84 Flinders Street, Adelaide 5000 of the first part, CASTLE GREY PTY. LTD. of 97 Pirie Street, Adelaide 5000 of the second part and the Corporation of the third part being an agreement within the meaning of Section 39d(1) of the said Act for the development, preservation or conservation of first, the whole of the land comprised in Certificate of Title Register Book Volume 4136 Folio 246 as the donor land under the said Deed and secondly, the whole of the land comprised in Certificates of Title Register Book Volume 4099 Folio 805 and Volume 2929 Folio 8 as the recipient land under the Deed has come into force in respect of each of the said parcels of land.

01236755

DATED this 21st day of MARCH

COMMISSIONER OF STAMPS
S.A. STATE CITY
AD. JENSEN
1989
31/03/89 12:40

THE COMMON SEAL of THE)
CORPORATION OF THE CITY)
OF ADELAIDE was hereunto)
affixed the 21st day of)
MARCH 1989.)



[Signature]
.....
Lord Mayor
[Signature]
.....
Chief Executive Officer

THE COMMON SEAL of)
CASTLE GREY PTY. LTD.)

was hereunto affixed by)
authority of the Board)
of Directors and in the)
presence of:)

Manuel Mijic)
.....)
Director)

[Signature])
.....)
Secretary)



THE COMMON SEAL of)
SOLARC NOMINEES PTY LTD)

was hereunto affixed)
by authority of the)
Board of Directors and)
in the presence of:)

[Signature])
.....)
Director)

[Signature])
.....)
Secretary)

