

Deed for variation of lease

Adelaide Park Lands – War Memorial Drive (Park 26)

The Corporation of the City of Adelaide

Tennis SA Inc.

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au

THIS DEED is made the

day of

2026

BETWEEN **The Corporation of the City of Adelaide** (ABN 20 903 762 572) of 25 Pirie Street, Adelaide SA 5000 (**Council**)

AND **Tennis SA Inc.** (ABN 19 103 003 187) of War Memorial Drive, North Adelaide SA 5006 (**Lessee**)

BACKGROUND

- A. The Council leases the Premises to the Lessee upon and subject to the terms and conditions in the Lease.
- B. The Lessee was a party to the Anchor Project Deed which detailed the Anchor Project.
- C. The works forming part of the Anchor Project were substantially completed on or around the Effective Date.
- D. The Lessee has requested the consent of the Council to a variation of the Premises to accommodate the Anchor Project and Council has agreed to grant that consent as set out in the agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, unless the context otherwise requires:

Anchor Project means the project for the construction of improvements and redevelopment of existing tennis courts on adjacent areas leased by the Lessee and MDTC from Council and consequent exchange of leased areas between the Lessee and MDTC as detailed in clause 3 of the Anchor Project Deed.

Anchor Project Deed means the deed between TA, the Lessee, MDTC and NG dated 26 September 2017 in relation to the Anchor Project.

Effective Date means 31 December 2018.

MDTC means Memorial Drive Tennis Club Inc. (ABN 30 096 194 307) of c/- Next Generation, War Memorial Drive, North Adelaide SA 5006.

MDTC Lease means the memorandum of lease dated 31 December 1998 of the MDTC Leased Area between the Council and MDTC for a term of fifty (50) years commencing 1 January 1999 and expiring midnight 31 December 2048.

MDTC Leased Area means the area defined in the MDTC Lease.

NG means Next Generation Clubs Australia Pty Ltd (ACN 079 495 944 of 183 Melbourne Street, North Adelaide SA 5006.

Park Lands means the Adelaide Park Lands as defined in the Park Lands Act.

Park Lands Act means the *Adelaide Park Lands Act (SA) 2005*.

Premises means the premises as defined and described in Item 1 of the First Schedule to the TSA Lease.

TA means Tennis Australia Limited (ACN 006 281 125) of Melbourne Park, Olympic Boulevard, Melbourne VIC 3000.

TSA Lease means the memorandum of lease dated 7 December 2017 of the Premises between the Council and TSA for a term of forty two (42) years commencing 1 July 2015 and expiring midnight 30 June 2057.

1.2 General

In this deed, unless the context otherwise requires:

- 1.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to a gender includes all genders;
- 1.2.4 the use of the word "including" does not limit what else might be included;
- 1.2.5 a reference to a thing includes all or any part of it;
- 1.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 1.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 1.2.9 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;
- 1.2.10 headings are inserted in this deed for convenience only and are not intended to affect its interpretation; and
- 1.2.11 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them.

2. VARIATION OF LEASE

2.1 Acknowledgement of Anchor Project

The Lessee warrants and agrees:

- 2.1.1 the Anchor Project was initiated by TA and undertaken with the agreement of TA, the Lessee, MDTC and NG;
- 2.1.2 the Anchor Project has (amongst other things) changed the configuration of the tennis courts forming parts of each of the Premises and the MDTC Leased Area resulting in:
 - 2.1.2.1 areas previously occupied by the Lessee, now being occupied by MDTC (and NG);

- 2.1.2.2 areas previously occupied by MDTC (and NG) now being occupied by the Lessee; and
 - 2.1.2.3 a right of way being granted by the Lessee in favour of MDTC (and NG);
- as shown on the concept plans comprising Annexure A and Annexure B.
- 2.1.3 except as provided in this clause 2.1, the Anchor Project has not resulted in any further amendments or variations to the TSA Lease; and
 - 2.1.4 the total areas of the Park Lands occupied by the Lessee and, MDTC (and/NG) remain in aggregate the same as the total areas before the Anchor Project.

2.2 Existing lease terms

The Council and the Lessee acknowledge and agree:

- 2.2.1 despite the provisions of the Anchor Project Deed, the contemplated variations to the Premises do not constitute a new lease;
- 2.2.2 save and except for the variations to the Premises and the MDTC Leased Area as set out in this deed, and in a corresponding deed between the Council and MDTC (and /NG), the terms and conditions of the TSA Lease are hereby confirmed and apply to the Premises as varied by this deed on and from the Effective Date; and
- 2.2.3 except as provided in this deed, the agreement of Council does not:
 - 2.2.3.1 constitute the agreement of Council to any other variation in or to the terms and condition of the TSA Lease;
 - 2.2.3.2 constitute any waiver, release or discharge of the observance or performance by the Lessee of any of the terms and conditions to be observed and performed by the Lessee under the TSA Lease; and
 - 2.2.3.3 release, discharge, waive, prejudice, limit or otherwise affect the respective rights, powers, privileges or remedies of the Council under the TSA Lease.

2.3 Further documents

If reasonably required by the Council, the Lessee will enter into such further documents as reasonably required to give full effect to the provision of this consent and the terms of this deed.

3. VARIATION OF THE PREMISES

3.1 Consent

Subject to clause 3.2, the Council and the Lessee agree with effect from the Effective Date the Premises as described in the TSA Lease and the formal lease plan of the Premises attached to the TSA Lease will be varied by reason of the Anchor Project as described in this deed to be the Premises in the new plan contained in Annexure C and marked as "TSA1 Main Court", "TSA2 Courts", "TSA3 Show Court", "ROW4" and "TSA4 Undercroft" and the area shown in the original plan to the Lease as an area south west of the intersection of War Memorial Drive and Montefiore Road.

3.2 MDTC condition

The consent of Council and TSA is conditional upon MDTC and NG entering a document with Council on giving effect to the variations to the various premises as set out in this deed and providing for a new formal lease plan for the purposes of the MDTC Lease as the new plan contained herein in Annexure C shown as "MDTC5" and TSA granting to MDTC and its members a right of way to pass and repass on foot and MDTC accepting the grant of a right of way and, with the consent of TSA, MDTC granting to NG and its members a right of way over that piece of land marked "ROW4" on the plan in Annexure.C.

4. GENERAL

4.1 Costs

The Lessee must pay all of Council's reasonable costs (including legal costs) of and incidental to the negotiation, preparation and engrossment of this deed.

4.2 Governing law

This deed will be governed by the laws of South Australia. The parties submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this deed in those courts.

4.3 Severance

Every provision of this deed is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.

4.4 No assignment

No party may assign or transfer any rights or obligations under this deed without the written consent of each of the other parties.

4.5 Further acts

Each party will do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

EXECUTED as a deed

COUNCIL

The common seal of The Corporation of the City of Adelaide was affixed in the presence of:

.....
Signature of Mayor

.....
Name of Mayor (print)

.....
Signature of Chief Executive Officer/City Manager/Town Clerk
(Please delete as applicable)

.....
Name of Chief Executive Officer/City Manager/Town Clerk (print)

LESSEE

The Common Seal of Tennis SA)
Incorporated was affixed in)
accordance with its Constitution)

.....
Signature of President/Director

.....
Print Name of Authorised Office Holder

.....
Signature of Director

.....
Print Name of Authorised Office Holder

Annexure A

[Previously leased areas by TSA (shaded pink) and previously occupied areas by MDTC and NG (shaded yellow)]

[PINK = TSA]
[YELLOW = MDTC/NG]



Annexure B

[Updated leased areas to TSA (shaded pink) and updated leased areas to MDTC and NG shaded yellow)]



Annexure C



