



## **Deed of variation of lease**

*Adelaide Park Lands – War Memorial Drive (Park 26)*

The Corporation of the City of Adelaide

Memorial Drive Tennis Club Inc.

Next Generation Clubs Australia Pty Ltd

**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](http://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 5001 (**Council**)

**AND**            **Memorial Drive Tennis Club Inc.** (ABN 30 096 194 307) of c/o Next Generation, War Memorial Drive, North Adelaide SA 5006 (Lessee)

**AND**            **Next Generation Clubs Australia Pty Ltd** (ACN 079 495 944) of War Memorial Drive, North Adelaide SA 5006 (**NG**)

## **BACKGROUND**

- A. The Council leases the Premises to the Lessee upon and subject to the terms and conditions in the Lease.
- B. With the written consent of the Council, the Lessee has subleased the Premises to NG pursuant to the Underlease.
- C. The Lessee and NG are parties to the Anchor Project Deed which detailed the Anchor Project.
- D. The works forming part of the Anchor Project were substantially completed on or around the Effective Date.
- E. The Lessee and NG have requested the consent of the Council to a variation of the areas forming the Premises to accommodate the Anchor Project and Council has agreed to grant that consent as set out in the deed.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this deed, 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/NG and by TSA from Council and consequent exchange of leased areas between TSA and Lessee/NG as detailed in clause 3 of the Anchor Project Deed.

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

**Effective Date** means 31 December 2018.

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

**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 clause 1 of both the Lease and the Underlease being one and the same premises.

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

**TSA** means Tennis SA Inc. (ABN 19 103 003 187) c/- War Memorial Drive, Adelaide SA 5000.

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

**TSA Leased Area** means the area described in the TSA Lease.

**Underlease** means the memorandum of underlease of the Premises dated 31 December 1998 between the Lessee and NG (formerly known as David Lloyd Leisure Memorial Drive Pty Ltd ACN 079 495 944) for a term of fifty (50) years commencing 1 January 1999 and expiring midnight 31 December 2048.

## 1.2 General

In this document, 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 and NG warrant and agrees:

- 2.1.1 the Anchor Project was initiated by TA and undertaken with the agreement of TA, the Lessee, TSA 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 of the TSA Leased Area including resulting in:
  - 2.1.2.1 areas previously occupied by the Lessee/NG, now being occupied by TSA;
  - 2.1.2.2 areas previously occupied by TSA now being occupied by the Lessee/NG; and
  - 2.1.2.3 a right of way being granted by TSA in favour of the Lessee/NG;as shown on the conceptual 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 Lease and the Underlease; and
- 2.1.4 the total areas of the Park Lands occupied by the Lessee/NG and TSA 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 TSA Leased Area as set out in this deed, and in a corresponding deed between the Council and TSA, the terms and conditions of the 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 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 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 Lease.

### 2.3 Existing Underlease terms

The Council, the Lessee and NG acknowledge and agree:

- 2.3.1 despite the provisions of the Anchor Project Deed, the contemplated variations to the Premises in the Underlease do not constitute a new underlease;
- 2.3.2 save and except for the variations to the Premises in the Underlease as set out in this deed and in a corresponding deed between the Council and TSA, the terms and conditions of the Underlease are hereby confirmed and apply to the Premises as varied by this deed on and from the Effective Date; and;
- 2.3.3 except as provided in this deed, the agreement of Council does not:
  - 2.3.3.1 constitute the agreement of Council to any other variation in or to the terms and condition of the Underlease;
  - 2.3.3.2 constitute any waiver, release or discharge of the observance or performance by the Lessee or NG of any of the terms and conditions to be observed and performed by the Lessee or NG under the Underlease; and
  - 2.3.3.3 release, discharge, waive, prejudice, limit or otherwise affect the respective rights, powers, privileges or remedies of the Lessee or NG under the Underlease.

### 2.4 Further documents

If reasonably required by the Council, the Lessee and NG 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, each of Council, the Lessee, and NG agree with effect from the Effective Date the Premises as described in the Lease and the Underlease and the formal lease plans attached to the Lease and the Underlease 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 wherein the Premises are identified as “MDTC5”.

### 3.2 TSA condition

The consent of Council, the Lessee and NG is conditional upon TSA entering into a document with Council 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 TSA Lease being the new lease plan contained in Annexure C wherein the TSA premises are identified as “TSA1 Main Court”, “TSA2 Courts”, “TSA3 Show Court”, “ROW4” and “TSA4 Undercroft” and the area shown in the original plan to the TSA lease as an area south west of the intersection of War Memorial Drive and Montefiore Road and TSA granting to the Lessee and its members a right of way to pass and repass on foot and the Lessee accepting the grant of a right of way and,

with the consent of TSA, the Lessee granting to NG and its members a right of way over that piece of land identified as "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 document 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 Lord Mayor

.....  
Signature of Chief Executive Officer

.....  
Name of Lord Mayor (print)

.....  
Name of Chief Executive Officer (print)

**Lessee**

**The common seal of Memorial Drive Tennis Club Inc** was affixed in the presence of:

.....  
Signature of President

.....  
Signature of Vice President

.....  
Name of President (print)

.....  
Name of Vice President (print)

**EXECUTED** by **Next Generation Clubs Australia  
Pty Limited** (Acn 079 498 944) in accordance with  
Section 127 of the )  
*Corporations Act 2001*:

.....  
Signature of Director/Company Secretary

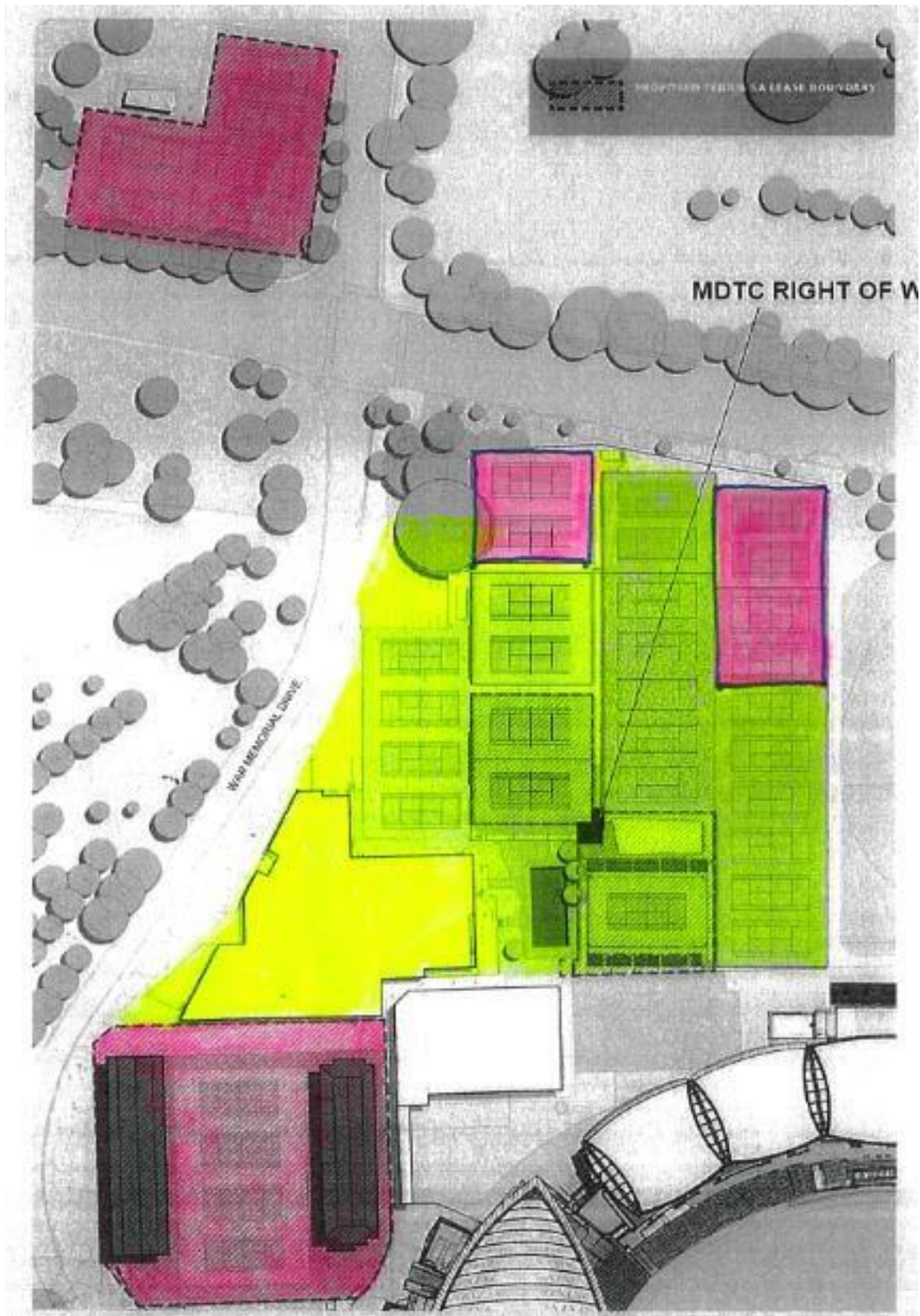
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Signature of Director

.....  
Print Name of Director/Company Secretary  
(BLOCK LETTERS)

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Print Name of Director  
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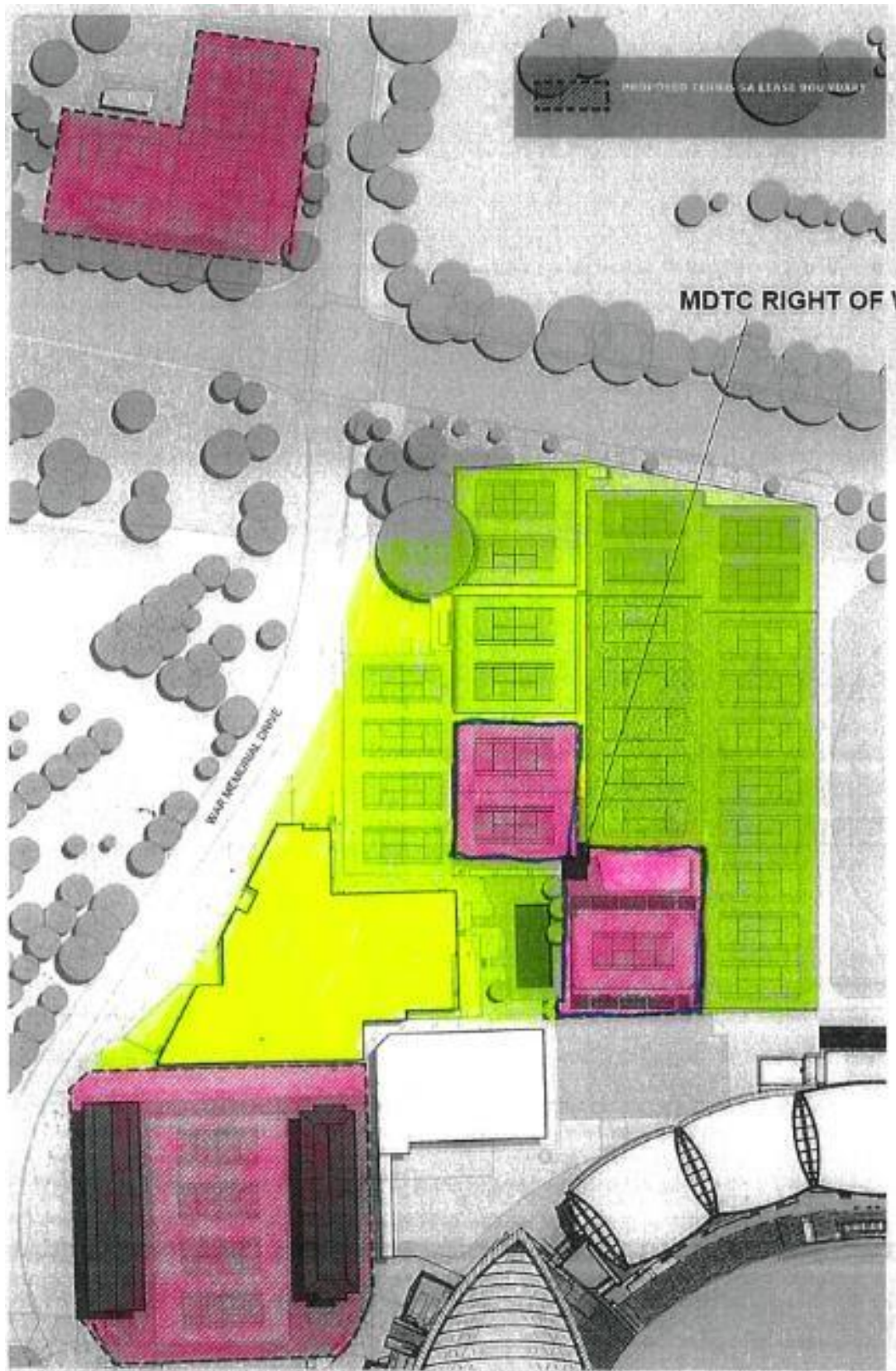
## Annexure A

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



## Annexure B

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



Annexure C

