

**MEMORANDUM OF STANDARD
TERMS & CONDITIONS
NO: 8891394**

MEMORANDUM OF STANDARD TERMS AND CONDITIONS OF LEASE

NAME OF
APPLICANT
(See Note 2)

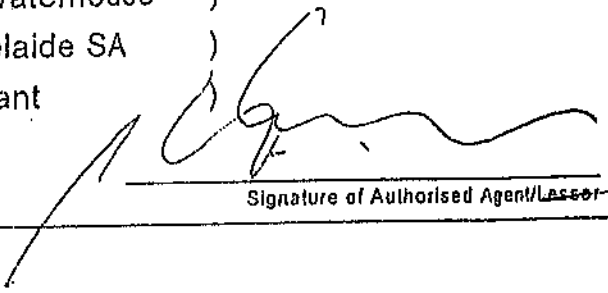
On behalf of **HOLDFAST QUAYS MARINA ASSOCIATION INCORPORATED**
(Incorporation Number A36163) of c/- Boulderstone Hornibrook of Level 14, 431
King William Street Adelaide 5000

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I certify that this Memorandum comprising ³⁹ page(s), contains the standard terms and conditions which may be incorporated
in such leases as refer to this Memorandum

SIGNING CLAUSE
(See Note 3)

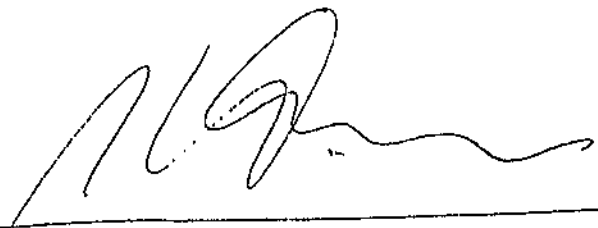
SIGNED by **STEPHEN GEORGE**)
AITCHISON, of c/- Norman Waterhouse)
Level 15, 45 Pirie Street, Adelaide SA)
5000, as agent for the Applicant



Signature of Authorised Agent/Lessor

TERMS AND CONDITIONS

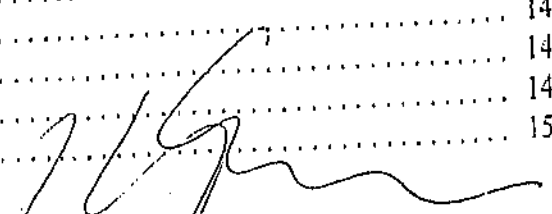
Refer Annexure A

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ANNEXURE A
TERMS AND CONDITIONS
INDEX

Page No

1.	TERM AND RENEWALS	5
	1.1 Quiet Possession	5
	1.2 Reservation of Rights	5
2.	USE OF BERTH	5
	2.1 Permitted Use	5
	2.2 Cleaning	6
	2.3 Use of Marina Facilities	6
	2.4 Waste	6
	2.5 Management of the Marina	6
	2.6 Statutory Requirements	6
	2.7 Signs	6
	2.8 Dangerous Equipment	7
	2.9 Fire Precautions	7
	2.10 Security	7
	2.11 Overnight Occupation	7
	2.12 Release	7
	2.13 Marina Facilities	8
	2.14 No Warranty	8
	2.15 Rules	8
3.	PASSAGE RIGHTS AND OTHER FACILITIES	8
	3.1 Use and Maintenance of Patawalonga Basin and Western Harbor Section	8
	3.2 Use and Maintenance of Lock	9
	3.3 Use and Maintenance of Car Parks and Public Area	9
4.	MAINTENANCE AND REPAIR	10
	4.1 Appearance and Maintenance of Vessels	10
	4.2 Notice of Defects	11
	4.3 Lessor's Obligations	11
	4.4 Lessor's Access and Inspection	11
5.	RENT, OUTGOINGS AND UTILITIES	11
	5.1 Rent	11
	5.2 Council Rates and Other Charges	12
	5.3 Marina Outgoings	13
	5.4 Estimates and Adjustments	14
	5.5 Sinking Fund	14
	5.6 Power and Other Utilities	14
	5.7 Default Interest and Charge	14
	5.8 Goods and Services Tax	15



6.	ALTERATIONS AND ADDITIONS	15
6.1	Alterations and Additions	15
6.2	Variation of Berth Apportionment	15
6.3	Damage or Destruction	16
7.	ASSIGNMENT AND SUB-LETTING	16
7.1	Assignment	16
7.2	Sub-letting	17
	17
7.3	Mortgage	17
8.	INSURANCE AND INDEMNITY	18
8.1	Indemnity	18
8.2	Lessor's Insurance Policies	
8.3	Public Liability Insurance	18
9.	RIGHTS AND OBLIGATIONS ON EXPIRY	19
9.1	Expiry	19
9.2	Handover of Possession	19
9.3	Abandoned Vessels	19
9.4	Holding Over	20
10.	BREACH	20
10.1	Lessor's Rights on Breach	20
10.2	Re-entry and Termination	21
10.3	Rights of Lessor not Limited	21
11.	GENERAL	21
11.1	Costs	21
11.2	Interpretation	
11.3	Waiver	22
11.4	Notice	22
11.5	Severance	23
11.6	Entire Agreement	23
11.7	Liability of Parties	23
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2.	DEFINITIONS	23
ANNEXURE 1		
ANNEXURE 2		

The following terms and conditions are agreed between the Lessor and the Lessee:

1. **TERM AND RENEWALS**

1.1 **Quiet Possession**

The Lessee will have exclusive use of the Berth and the Lessor will not come onto or into the Berth or interrupt or disturb the Lessee in the use and occupation of the Berth except as permitted under the Lease.

1.2 **Reservation of Rights**

If any pipes, wires, fibres, ducts or drains pass through or under the Berth or any part of it then:

1.2.1 the Lessee will allow air, gas, water, electricity, data and telecommunications (and any other utility, facility or service) to flow through those pipes, wires, fibres, ducts and drains without interruption;

1.2.2 the Lessee will allow the Lessor to come into the Berth, on reasonable notice, to inspect, repair or replace any of those pipes, wires, fibres, ducts or drains, but, in so doing, the Lessor will co-operate with the Lessee to minimise any inconvenience or disruption to the Lessee and the Lessor will complete those works as soon as reasonably possible.

2. **USE OF BERTH**

2.1 **Permitted Use**

The Lessee may use the Berth only for the purpose of mooring private recreational vessels, and in a manner which is consistent with the requirements and restrictions set out in the Lease. The Lessee must ensure that no illegal activity or conduct takes place within the Berth and that its use of the Berth does not create a nuisance or interfere with or disrupt the peaceful use and enjoyment of any other Marina Berths or any adjacent or neighbouring premises. The Lessee may not run or operate any business from the Berth and may not moor any commercial fishing vessel in the Berth.

2.2 **Cleaning**

2.2.1 The Lessee must not deposit rubbish or other materials on or within the Berth nor allow such rubbish and other material to accumulate on the lake bed beneath the Berth or anywhere else within the Marina or the Patawalonga Basin.

2.2.2 The Lessee must not discharge or allow the discharge of any pollutants or harmful chemicals into the waters of the Berth, the Marina or the Patawalonga Basin.



2.3 Use of Marina Facilities

The Lessee will ensure that the Marina Facilities (including, but not limited to, the Marina Services) are used carefully and responsibly, for their intended purpose and in accordance with any instructions or directions that may be given by the Lessor from time to time, and the Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse by the Lessee.

2.4 Waste

The Lessee must ensure that all waste and rubbish is removed from the Berth and the Marina, and/or deposited in the specific receptacles (if any) provided by the Lessor for waste or rubbish of any specific kind.

2.5 Management of the Marina

The Lessor may appoint a Manager to operate and manage the Marina on its behalf from time to time. Written notice of any such appointment will be given to the Lessee, either by the Lessor or by the Manager so appointed by the Lessor. The Lessor may appoint an alternative or substitute Manager at any time and will notify the Lessee of that appointment in the same way. Any Manager so appointed will, unless otherwise advised by the Lessor, have full responsibility for the management and administration of the Marina and will have the full authority and power of the Lessor to act for and on behalf of the Lessor under the Lease. Accordingly, any notices, instructions or requirements issued by the Manager under the Lease shall be taken and acted upon by the Lessee, and will be binding on the Lessee, as if given or issued by the Lessor under the Lease.

2.6 Statutory Requirements

The Lessee must comply with all Statutory Requirements relating to the Lessee's use of the Berth.

2.7 Signs

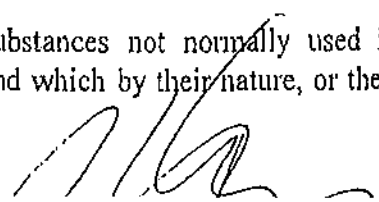
The Lessee must not place any signs or advertisements on or within the Berth without the prior written consent of the Lessor.

2.8 Dangerous Equipment

The Lessee may only use within the Berth equipment which is consistent and compatible with recreational boating and in any case will not bring into or use within the Berth:

2.8.1 any electrical, gas powered or other machinery or equipment which is not designed for use in connection with recreational boating and which may pose an unusual danger, risk or hazard to the Berth or the Marina or any people;

2.8.2 any chemicals or other dangerous substances not normally used in connection with recreational boating and which by their nature, or their



volume, may pose an unusual danger, risk or hazard to the Berth or the Marina or any people;

2.8.3 any other equipment or items which may damage the Marina.

2.9 Fire Precautions

The Lessee must at all times use the Berth in such a way as to avoid or minimise the danger or risk of fire and will:

2.9.1 comply with all requirements and directives issued by the Lessor from time to time with regard to fire safety systems and procedures including (but not limited to) fire evacuation drills and other procedures; and

2.9.2 comply with all Statutory Requirements relating to fire safety and procedures.

2.10 Security

The Lessee will take all reasonable measures to preserve and protect the security of the Marina from time to time and will:

2.10.1 ensure that gates and other security measures provided by the Lessor are left closed and locked at all times; and

2.10.2 comply with all instructions and directions issued by the Lessor from time to time with regard to preservation of property and security in and around the Marina.

2.11 Overnight Occupation

The Lessee must not occupy or stay in a vessel overnight, while it is moored in the Berth except as follows:

2.11.1 in accordance any limitations and conditions set out in the relevant Development Approval for the Marina; and

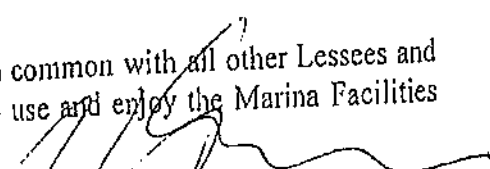
2.11.2 in accordance with any Rules issued by the Lessor under clause 2.15.

2.12 Release

The Lessee acknowledges that it will use and occupy the Berth at its own risk in all things and hereby releases the Lessor to the full extent permitted under the law, from all liability which the Lessor may otherwise have to the Lessee for any loss or damage suffered by the Lessee in the use and occupation of the Berth. This release does not cover loss and damage suffered as a consequence of any wrongful act or negligence on the part of the Lessor.

2.13 Marina Facilities

The Lessee and its customers have a right in common with all other Lessees and users of Marina Berths, and their Guests, to use and enjoy the Marina Facilities



but must use those facilities carefully and responsibly and for their intended purpose, and take all reasonable steps to ensure that its Guests use the facilities with care and responsibly, and for their intended purpose.

2.14 No Warranty

The Lessee acknowledges that the Lessor has made no representations and gives no warranties in relation to the suitability or fitness for purpose of the Berth (whether structural or otherwise) nor in respect of the suitability or fitness for purpose of the design, fittings, finishes, facilities and amenities of the Marina, or any Marina Services, and in this regard the Lessee acknowledges that it has had every opportunity to examine and satisfy itself as to the suitability and fitness for purpose of the Berth, the Marina, the Marina Services and all other fittings, finishes, facilities and amenities.

2.15 Rules

The Lessee must comply with the Marina Rules attached in Annexure 2 and must use its best endeavours to ensure that its Guests comply with the Marina Rules. The Lessor may amend or revoke any of those Marina Rules from time to time, or make new Marina Rules in relation to the use and enjoyment of the Berth, the Marina and any of the Marina Facilities, from time to time (not being inconsistent with the rights of the Lessee under the Lease) and must advise the Lessee in writing of any such amendments, revocation and/or additional Marina Rules.

3. PASSAGE RIGHTS AND OTHER FACILITIES

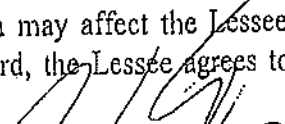
3.1 Use and Maintenance of Patawalonga Basin and Western Harbor Section

3.1.1 The Lessor grants to the Lessee and its Guests in common with other Berth Holders and their Guests, and others authorised by the Headlessor and the Lessor from time to time, the right to pass and repass, with and without vessels, over and through those portions of the Patawalonga Basin, the Lock and the Western Harbor Section marked "D" in Deposited Plan 53445.

3.1.2 The Lessee agrees to comply with, and to use its best endeavours to ensure that its Guests comply with any rules, instructions and directions which may be issued from time to time by the Headlessor and/or the Lessor regarding conduct within and the use of the Patawalonga Basin and the Western Harbor Section.

3.1.3 The Lessee acknowledges that the Lessor gives no warranty that the Patawalonga Basin and the Western Harbor Section will be maintained at any minimum depth, or be navigable at any time.

3.1.4 The Lessee acknowledges and agrees that under the Headlease, the Headlessor has rights to carry out maintenance works in and about the Patawalonga Basin (including works within and under the Berth). The Lessor will give to the Lessee as much advance notice as is practical of any proposed works of this kind which may affect the Lessee and the Lessee's use of the Berth. In this regard, the Lessee agrees to comply

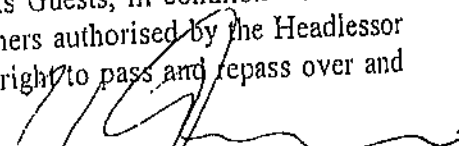


with all directions and requirements given or issued by the Headlessor and/or the Lessor in order to enable the works to be carried out effectively. The Lessee acknowledges that the Lessor will have no responsibility or liability to the Lessee in respect of any inconvenience, inability to use the Berth or its vessel moored at the Berth, nor in respect of any damage that may be caused to or suffered by the Lessee's vessel in the course of or as a result of carrying out any such works.

3.2 Use and Maintenance of Lock

- 3.2.1 The Lessor grants to the Lessee and its Guests in common with other Berth Holders and their Guests, and others authorised by the Lock Owner, the Headlessor and the Lessor from time to time, the right to use and pass and repass through the Lock.
- 3.2.2 The Lessee will comply with, and will use its best endeavours to ensure that its Guests comply with any rules, instructions or directions given or issued by the Lock Owner, the Headlessor and/or the Lessor with regard to the use and operation of the Lock.
- 3.2.3 Subject to payment of the price required by the Lock Owner, the Lessee will be provided with a remote operating device for remote operation of the Lock. The Lessee will use that device with care and responsibly and only for its intended purpose. If the device is lost or damaged the Lessee acknowledges that the Lessor has no responsibility to repair or replace the device and the Lessee must purchase a new or replacement device from the Lock Owner, at its own cost.
- 3.2.4 The Lessee acknowledges that the Lock may be inoperable from time to time, by reason of damage or unforeseen breakdown, or the carrying out of maintenance and repair works, and acknowledges that the Lessor gives no warranty and has no responsibility with regard to the operation of the Lock.
- 3.2.5 The Lessee acknowledges and agrees that the Council may levy a special charge or a differential rate, in respect of the Berth, to cover the costs of maintenance and operation of the Lock.

3.3 Use and Maintenance of Car Parks and Public Area

- 3.3.1 The Lessee acknowledges that:
 - 3.3.1.1 the Public Area is intended to be and remain a public car park and landscaped area in the ownership and control of the Council; and
 - 3.3.1.2 the Secure Car Park is a secure car park area exclusively for the use of the Lessor and Berth Holders.
 - 3.3.2 The Lessor grants to the Lessee and its Guests, in common with other Berth Holders and their Guests and others authorised by the Headlessor and the Lessor from time to time, the right to pass and repass over and
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across the Public Area, with and without vehicles, for the purpose of obtaining access to and egress from the Marina and the Berth but gives no warranties or undertakings as to the availability or other terms and conditions upon which car parks within the Public Area may be used.

3.3.3 The Lessor hereby grants to the Lessee and its Guests, in common with other Berth Holders and their Guests, and others authorised by the Lessor from time to time, the right to use the Secure Car Park subject to the following:

3.3.3.1 the Lessee must comply, and use its best endeavours to ensure that its Guests comply with any rules, instructions or directions issued by the Lessor from time to time regarding the use and/or operation of the Secure Car Park;

3.3.3.2 the Secure Car Park may only be used in connection with use of the Berth, or the use of vessels moored at the Berth;

3.3.3.3 vehicles may not be left in the Secure Car Park for a continuous period of more than seven (7) days without the approval of the Lessor;

3.3.3.4 the Lessee may park no more than one (1) vehicle in the secure Car Park at any one time, including Guest's vehicles;

3.3.3.5 the Lessee must ensure that the Secure Car Park is left properly locked and secured at all times using keys or other devices provided by the Lessor for that purpose; and

3.3.3.6 the Lessor accepts no responsibility for any loss or damage to vehicles in the Secure Car Park and the Lessee expressly releases the Lessor from all liability in respect of any loss or damage suffered to its vehicles, or their contents while parked, entering into or manouvering in the Secure Car Park.

4. MAINTENANCE AND REPAIR

4.1 Appearance and Maintenance of Vessels

The Lessee must keep any vessels moored in the Berth in a neat and tidy condition at all times.

4.2 Notice of Defects

As soon as the Lessee becomes aware of any defect, breakage or damage to the Marina or any circumstances which might lead to any damage, breakage or deterioration in the Marina or which may pose a risk or hazard to health and safety, the Lessee must promptly notify the Lessor.



4.3 **Lessor's Obligations**

4.3.1 The Lessor will take reasonable steps to:

4.3.1.1 regularly clean, maintain and repair the Marina Facilities

4.3.1.2 ensure that Marina Services operate effectively and as intended;
and

4.3.1.3 rectify any breakdown in Marina Services as soon as reasonably practical.

4.3.2 As soon as the Lessee becomes aware of any need for repair in the Marina Facilities or any failure or breakdown of any Marina Services, the Lessee will immediately notify the Lessor in writing.

4.3.3 Subject to complying with its obligations under Clause 4.3.1, the Lessor will have no liability whatsoever, in respect of any loss or damage suffered by the Lessee as a consequence of any breakdown or interruption of supply of any Marina Services.

4.4 **Lessor's Access and Inspection**

The Lessee will allow the Lessor reasonable access to the Berth for the purpose of:

4.4.1 inspecting the Marina Facilities; and

4.4.2 carrying out any necessary maintenance and repairs of and to the Marina Facilities.

5. **RENT, OUTGOINGS AND UTILITIES**

5.1 **Rent**

The Lessee will pay the rent specified in the Lease if and when demanded.

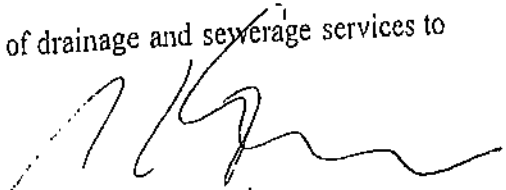
5.2 **Council Rates and Other Charges**

If any of the following rates and charges ("Rates and Charges") are levied or assessed separately in relation to the Berth then the Lessee will pay all of those Rates and Charges, in full and when they fall due for payment:

5.2.1 Council rates including any special rate or levy assessed or imposed in relation to the Berth and/or in connection with the maintenance and/or use of the Lock;

5.2.2 rates and charges for access to and the supply of water;

5.2.3 rates and charges for the provision of drainage and sewerage services to the Berth.



5.3 Marina Outgoings

5.3.1 The Lessee is liable to contribute towards the cost of operating and maintaining the Marina and this Clause 5.3 sets out the exact nature of the costs to which the Lessee must contribute, the procedures to be followed by the Lessor and the time and manner in which those contributions must be made.

5.3.2 For the purposes of this Clause 5.3 the outgoings to which the Lessee must contribute are the costs and expenses of operating, repairing and maintaining the Marina ("the Outgoings") which include (but are not limited to) the following:

5.3.2.1 if the Berth is not separately levied or assessed for any Rates and Charges, then any such Rates and Charges which are levied or assessed in respect of the Marina and/or any Marina Facilities;

5.3.2.2 the cost of insuring the Marina (and in this regard the Lessor will have absolute discretion as to what policies are taken out, the terms and conditions of those policies and the amount or level of cover from time to time);

5.3.2.3 the cost of insuring the Lessor against public risk (ie. death of or injury to any people) within the Marina (and in this regard the Lessor will have absolute discretion as to what policies are taken out, the terms and conditions of those policies and the amount or level of cover from time to time);

5.3.2.4 the amount of any excess or deductible not paid or excluded under any insurance policy taken out by the Lessor;

5.3.2.5 all costs (inclusive of wages and other usual employment on-costs, and any contract fees and expenses) of the management, control and administration of the Marina;

5.3.2.6 all costs of the Lessor in connection with the operation, supply, maintenance, repair, replacement and renovation of Marina Services;

5.3.2.7 all costs of the Lessor in connection with the maintenance, repair, replacement and renovation of the Marina from time to time;

5.3.2.8 all costs of lighting the Marina Facilities and the provision of or consumption of other utilities, of or from the Marina Facilities;

5.3.2.9 all costs of the Lessor in connection with the maintenance, repair, replacement and renovation of the Secure Car Park;



5.3.2.10 all costs of the Lessor in relation to establishing, maintaining, repairing and replacing common signs and notices within the Marina;

5.3.2.11 all costs of the Lessor in connection with providing security in and for and around the Marina including equipment, systems and security personnel;

5.3.2.12 any sinking fund established under Clause 5.5.

5.4 Estimates and Adjustments

5.4.1 For the purpose of estimating, paying and adjusting Outgoings, the term "accounting period" is used in these terms and conditions. Accounting period means:

5.4.1.1 the initial period from the Commencement Date up to and including 30 June next following (which, unless the Lease commences on 1 July, will be a period of less than twelve (12) months);

5.4.1.2 each consecutive period of twelve (12) months commencing on 1 July in any year and expiry on 30 June in the next following year; and

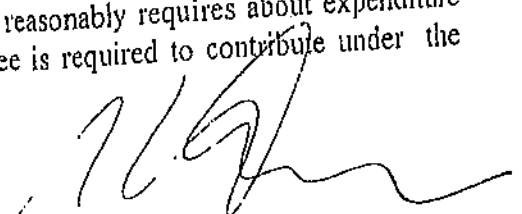
5.4.1.3 a final period commencing on 1 July and expiring on the last day of the Term of the Lease (which, unless the Lease expires on 30 June, will be a period of less than twelve (12) months).

5.4.2 Not later than one (1) month before the commencement of each accounting period the Lessor will provide to the Lessee a written estimate of Outgoings for that particular accounting period and the amount which the Lessee will be required to contribute towards those Outgoings.

5.4.3 The Lessee will be required to contribute a proportion of the total Outgoings, namely that proportion specified for the Berth in the Schedule of Berth and Apportionment contained in Annexure 1 ("the Lessee's Share").

5.4.4 The Lessee's Share of the Outgoings will be paid in advance by quarterly instalments. The Lessor will, at the end of each three month period expiring on the last day of June, September, December and March of each year, invoice the Lessee for one quarter of the Lessee's Share of Outgoings for the relevant accounting period, and the Lessee will pay that invoice within fourteen (14) days of receipt.

5.4.5 At the request of the Lessee, the Lessor will give the Lessee information and explanations that the Lessee reasonably requires about expenditure on Outgoings to which the Lessee is required to contribute under the Lease.



5.4.6 Not later than three (3) months after the end of each accounting period, the Lessor will provide to the Lessee a written statement giving details of the actual Outgoings incurred during the relevant accounting period. Not later than thirty (30) days after that statement is given to the Lessee, there will be an adjustment between the Lessor and the Lessee to take account of any underpayment or overpayment by the Lessee in respect of Outgoings.

5.5 Sinking Fund

- 5.5.1 The Lessor may establish a sinking fund to fund provision for major items of repair or maintenance to the Marina.
- 5.5.2 The Lessor must advise the Lessee in writing of the establishment of any such sinking fund and of the contribution to be made by the Lessee.

5.6 Power and Other Utilities

5.6.1 The Lessee will be responsible to contribute a proportion being the Lessee's share of all costs and charges imposed or levied in respect of the provision of and/or consumption of power and other utilities at and from the Marina (including power and utilities made available to and/or consumed by Berth Holders) in accordance with the following procedures:

5.6.1.1 on receipt of an invoice or account in relation to any such costs or charges, the Lessor will provide a copy to the Lessee and advise the Lessee of the contribution due by the Lessee;

5.6.1.2 the Lessee must pay its contribution to the Lessor (or as otherwise directed by the Lessor) within fourteen (14) days.

5.6.2 If the Lessor and the Lessee agree to instal separate metres for power and/or any other utilities supplied to the Berth then the Lessee agrees to pay for all power and/or other utilities supplied to the Berth as determined by those separate metres, at the same time and in the same manner as specified in Clause 5.6.1.

5.7 Default Interest and Charge

Without in any way limiting or effecting any other rights which the Lessor may have under the Lease or at law, as a consequence of any delay or failure by the Lessee to make any payment due to the Lessor hereunder, the parties agree:

5.7.1 that if the Lessee fails to make any payment in respect of Outgoings and/or power or other utilities, at the time it is due for payment hereunder, then that payment will attract interest at a rate which is the higher of the Retail Index Rate published from time to time by the Australia and New Zealand Banking Group Limited and any default or late payment rate or cost imposed by the supplier of the relevant service or utility, calculated and adjusted daily; and

5.7.2 that the Lessor shall have a charge over all of the estate and interest of the Lessee in the Berth under of the Lease, as security to the Lessor for and in respect of any monies due and outstanding by the Lessee to the Lessor at any time under the Lease.

5.8 Goods and Services Tax

Any amounts payable to the Lessor under the Lease in respect of rent, Outgoings, utilities and otherwise are exclusive of goods and services tax, or any other government tax or impost ("GST") and the Lessee agrees that if the Lessor becomes obliged by law, at any time, to impose or recover or pay any GST in respect of any of those payments or supplies made hereunder, then the amounts payable hereunder will be increased accordingly.

6. ALTERATIONS AND ADDITIONS

6.1 Alterations and Additions

The Lessee acknowledges and agrees that the Lessor may carry out any alterations or additions to the Marina including:

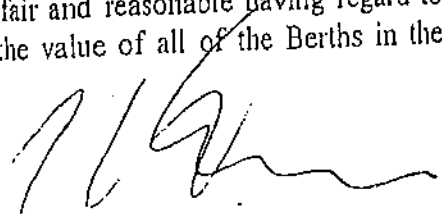
- 6.1.1 the acquisition (in freehold, underlease or otherwise) of any adjoining land and/or water area and expansion of the Marina to include that land or water area;
- 6.1.2 the construction of additional Berths and/or other facilities;
- 6.1.3 modifications and/or alterations to the Marina Facilities or any of the Marina Services

subject to complying with the following provisions:

- 6.1.4 the Lessor must advise the Lessee in writing of any proposed alteration or addition giving brief details of the nature and extent of work and the likely timeframe for carrying out that work;
- 6.1.5 the alterations or additions must be of a kind and extent which do not materially prejudice the Lessee's use and enjoyment of the Berth; and
- 6.1.6 in carrying out the alterations or additions the Lessor must use all reasonable endeavours to minimise inconvenience to the Lessee in its use and enjoyment of the Berth.

6.2 Variation of Berth Apportionment

If any alterations or additions involve the creation of additional Berths and/or the modification of any existing Berths, then the Lessor will revise the Schedule of Berth Apportionment contained in Annexure 1, and the Lessee's Share, so that the apportionment between all Berths remains fair and reasonable having regard to the value of the Berth as a proportion of the value of all of the Berths in the Marina.



6.3 Damage or Destruction

If the Marina or any part of it is damaged or destroyed then the Lessor and the Lessee agree as follows:

6.3.1 the Lessor will make a claim and pursue the recovery of all available insurance proceeds as soon as practical, and thereafter proceed to repair or reinstate the damage or destruction using those insurance funds, as soon as practical;

6.3.2 if recoverable insurance funds are insufficient to cover the cost of necessary repair or reinstatement works, then the Lessee will contribute a proportion equivalent to the Lessee's Share of such shortfall
PROVIDED THAT:

6.3.2.1 the Lessee will not be required to make any contribution if the damage or destruction occurs less than ten (10) years prior to the expiry of the Term; and

6.3.2.2 the Lessor is not obliged to carry out any such repair or reinstatement works unless and until it has received necessary contributions from the Lessee and all other Berth Holders, or alternatively is satisfied that it will receive those contributions. If it does not proceed with the works then the Lessor will return any contribution made by the Lessee hereunder;

6.3.2.3 if any such damage or destruction results from the negligence of the Lessee, or by reason of Lessee's breach of its obligations under the Lease, then:

(a) the Lessee shall be liable to pay to the Lessor the amount of any excess or deductible which is payable under any insurance held by the Lessor covering such damage or destruction;

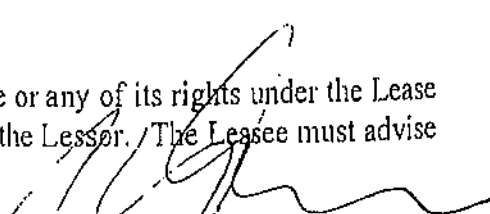
(b) the Lessee will be liable to pay to the Lessor any shortfall between the value of insurance proceeds recovered (if any) and the cost of carrying out the necessary repair and/or replacement works.

6.3.3 Notwithstanding the occurrence of any such damage or destruction, the Lessee agrees that it will still be liable to pay or contribute to the costs of any Outgoings or power or utilities supplied to or consumed from or at the Marina as required under the Lease.

7. ASSIGNMENT AND SUB-LETTING

7.1 Assignment

7.1.1 The Lessee may not assign the Lease or any of its rights under the Lease without the prior written consent of the Lessor. The Lessee must advise



the Lessor, in writing, of the proposed assignment giving the full name and address of the proposed assignee and the proposed date on which the assignment will take effect. The Lessor may only withhold consent to the proposed assignment if, and for so long as any monies which are due under the Lease remain outstanding, and any other obligations of the Lessee under the Lease remain unsatisfied or unfulfilled.

7.1.2 Subject to the foregoing, the Lessor will grant consent to the proposed assignment as soon as practical after being requested to do so, and will endorse its consent on any Transfer or other document required by the Lessee.

7.1.3 Notwithstanding the foregoing, the Lessor will not be bound by any assignment or transfer of the Lease until a Memorandum of Transfer is registered at the Lands Titles Office. Upon such registration, the Lessee will be released from all future liability under the Lease but not in respect of any past or existing liability or breach or default under the Lease, and any charge which the Lessor has under Clause 5.7, shall survive any such transfer or assignment.

7.2 Sub-letting

The Lessee may sublet, or grant any other licence or right to use and occupy the Berth to any other party, without the consent of the Lessor, subject to the following provisions:

7.2.1 before granting any such sub-lease, licence or other rights (other than Short Term Rights) the Lessee must advise the Lessor in writing giving details of the name and address of the proposed sub-lessee or licensee and the duration of the proposed sub-lease, licence or other rights;

7.2.2 the sub-lessee or licensee must, as a condition of the sub-lease or licence, agree to comply with all of the conditions of the Lease relating to the use and enjoyment of the Berth and the Marina Facilities (including, but not limited to, the Marina Rules); and

7.2.3 the Lessee will remain fully liable and responsible to the Lessor for compliance with all of the conditions and obligations set out in the Lease notwithstanding the grant of any such sub-lease, licence or other rights.

In this regard a "Short Term Right" means a right granted by the Lessee to some other person to use or occupy the Berth for a continuous period not exceeding seven (7) days or consecutive periods not exceeding, in aggregate, seven (7) days.

7.3 Mortgage

The Lessee may grant any mortgage or other charge over its interest in the Lease subject to the following provisions:

7.3.1 the Lessee must advise the Lessor in writing giving details of the proposed mortgagee or chargee, the nature of the mortgage or charge to

be taken and the date on which it is proposed that that mortgage or charge will take effect; and

- 7.3.2 the Lessor agrees to give any covenants or undertakings reasonably requested by any proposed mortgagee or chargee subject to the Lessor being satisfied that those covenants or undertakings do not in any way prejudice any rights which the Lessor may have against the Lessee in respect of any breach or default by the Lessee under the Lease.

8. INSURANCE AND INDEMNITY

8.1 Indemnity

The Lessee indemnifies the Lessor, and will continue to indemnify the Lessor after the Lease comes to an end, for all costs and expenses incurred, and loss and damage suffered, by the Lessor in relation to or as a consequence of any:

8.1.1 loss of or damage to property;

8.1.2 death of or injury to any people

which is caused or contributed to by any wrongful act or negligence on the part of the Lessee.

8.2 Lessor's Insurance Policies

The Lessee will not do anything, or permit anything to be done, which might prevent the Lessor recovering under, or reduce the amount that the Lessor can recover under, any insurance policy that the Lessor has in respect of the Marina (including insurance cover for loss of or damage to Marina Facilities and personal property, and death of or injury to people).

8.3 Public Liability Insurance

8.3.1 The Lessee will take out and maintain at all times in respect of any and all vessels moored in the Berth, and travelling in and out of the Berth and the Marina from time to time, in the joint names of the Lessor and the Lessee, a public risk policy for an amount of not less than **TEN MILLION DOLLARS (\$10,000,000.00)** (or such other amount as the Lessor may specify from time to time) per claim.

8.3.2 The insurance policy must be with a reputable insurance company operating nationally and the Lessee must, on request, provide the Lessor with a copy of the insurance policy and with evidence, satisfactory to the Lessor, that it is current and up to date.

8.3.3 If and when any claim is made under the insurance policy, the Lessee will be liable to pay:

8.3.3.1 any excess or deductible;



8.3.3.2 the shortfall (if any) between the amount of any loss or damage suffered and the amount received under the policy.

9. RIGHTS AND OBLIGATIONS ON EXPIRY

9.1 Expiry

The Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Lessor or the Lessee under any other provision of the Lease, in which case it will come to an end when such earlier termination is effected.

9.2 Handover of Possession

9.2.1 Before the Lease comes to an end, the Lessee will remove any vessel and other equipment in the Berth.

9.2.2 When the Lease comes to an end the Lessee will:

9.2.2.1 hand over vacant possession of the Berth in good condition consistent with the Lessee having performed all of its obligations under the Lease; and

9.2.2.2 hand over to the Lessor all keys and other security devices for the Marina which the Lessee has in its possession or control.

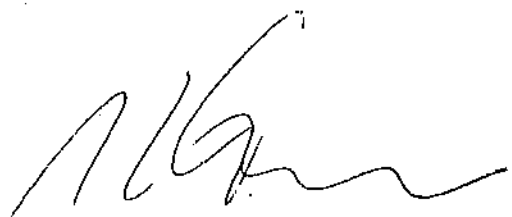
9.2.3 If at the time that possession of the Berth is given back to the Lessor, the Lessee has not complied with all or any of its obligations under Clauses 9.2.1 or 9.2.2, the Lessee shall not be relieved of its obligation to comply with those requirements, or to compensate the Lessor for failure to do so, by reason of the fact that the Lessor has accepted or taken possession of the Berth.

9.3 Abandoned Vessels

If, following the expiry or sooner determination of the Lease, any vessel or other equipment remains in the Berth for a period of more than seven (7) days, the Lessee will be deemed to have abandoned that vessel and other equipment and agrees with the Lessor as follows:

9.3.1 the Lessor may remove and impound the vessel and/or equipment for so long as it chooses, but must give written notice to the Lessee that it has done so, and of the place where the vessel and/or equipment is impounded;

9.3.2 after giving written notice to the Lessee of its intention to sell, sell the vessel and/or equipment either immediately or after any period of impoundment. The method of sale will be at the absolute discretion of the Lessor;



9.3.3 the Lessor will have a charge over the vessel and/or equipment for recovery of, and may deduct from the proceeds of sale, the following amounts:

9.3.3.1 all costs of removal and/or impoundment;

9.3.3.2 all costs of sale; and

9.3.3.3 any other monies due by the Lessee to the Lessor under the Lease

and the balance (if any) of such sale proceeds will be returned to the Lessee;

9.3.4 the Lessor will take reasonable steps to preserve and protect the vessel and/or equipment but has no liability to the Lessee in respect of any damage to or deterioration of or to the vessel and/or the equipment;

9.3.5 the Lessor will immediately return the vessel and/or equipment to the Lessee on payment of:

9.3.5.1 any monies then due by the Lessee to the Lessor under the Lease;

9.3.5.2 all costs and expenses incurred by the Lessor in the removal and/or impoundment and/or return of the vessel and/or equipment to the Lessee.

9.4 Holding Over

If the Lessee remains in occupation of the Berth, with the consent of the Lessor, after expiry of the Lease, then the Lessee shall be holding over on a monthly tenancy at a rental equivalent to one twelfth of the annual rent payable immediately before the expiry of the Lease and otherwise upon the terms of the Lease (or such of them as are applicable to a monthly tenancy) and such monthly tenancy may be terminated by either party on not less than one (1) months written notice given at any time.

10. BREACH

10.1 Lessor's Rights on Breach

If the Lessee is at any time in breach of any of its obligations under the Lease, and the Lessee fails to remedy that breach to the satisfaction of the Lessor after being requested by the Lessor to do so, the Lessor and anybody authorised by the Lessor for that purpose may at any time thereafter come onto the Berth without notice and do all things necessary to remedy that breach. The Lessee will be liable to pay or reimburse the Lessor for all costs and expenses incurred in that regard which the Lessor may recover from the Lessee as a debt due and payable on demand.



10.2 Re-entry and Termination

10.2.1 If the Lessee commits any breach or default hereunder and the Lessee does not rectify that breach or default in accordance with a written notice given by the Lessor specifying:

10.2.1.1 the breach or default complained of; and

10.2.1.2 the time in which such breach or default should be rectified (being a reasonable time in all the circumstances, but in any case not less than thirty (30) days)

the Lessor may at any time thereafter (unless such breach or default be rectified in the meantime) give a further written notice to the Lessee stating that unless such a breach or default is rectified within a further period of thirty (30) days it will terminate the Lease ("a Final Notice").

10.2.2 If the Lessee does not rectify the relevant breach or default in accordance with a Final Notice issued hereunder, then the Lessor may at any time thereafter (unless such breach or default be rectified in the meantime) terminate the Lease by a further written notice given to the Lessee.

10.3 Rights of Lessor not Limited

The rights and entitlements of the Lessor under the Lease and at law resulting from a breach of the Lease by the Lessee shall not be excluded or limited in any way by reason of the Lessor having or exercising any powers under Clause 10.1 or Clause 10.2.

11. GENERAL

11.1 Costs

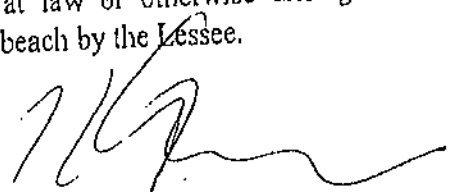
The Lessee must, on request, pay or reimburse to the Lessor:

11.1.1 All stamp duty payable on the Lease;

11.1.2 All government fees for registration of the Lease.

11.1.3 All of the legal costs (determined on a solicitor and client basis) incurred by the Lessor in connection with the preparation of the Lease, negotiating, revising and engrossing the Lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Lessor) and attending to the execution of the Lease;

11.1.4 all legal and other costs and expenses incurred by the Lessor in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Lessor hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.



11.2 Interpretation

11.2.1 Unless inconsistent with the context or intention:

11.2.1.1 reference to any specific acts or legislation includes all amendments for the time being in force and any other statute, act or legislation enacted in substitution therefore;

11.2.1.2 singular numbers or words include the plural and vice versa;

11.2.1.3 reference to a person includes a corporate body and vice versa;

11.2.1.4 headings are for convenience of reference only and do not affect the interpretation or construction of the Lease;

11.2.1.5 all money payable by the Lessee to the Lessor under the Lease shall, for the purposes of Section 12(5) of the Landlord & Tenant Act 1936, is deemed to be rent; and

11.2.1.6 the terms and conditions of the Lease are in addition to and without prejudice to those implied by the Real Property Act 1886 and the Law of Property Act 1936 except in so far as they are altered or modified hereby.

11.3 Waiver

If the Lessor accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under the Lease.

11.4 Notice

Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

11.4.1 in the case of the Lessee, if left at the Berth or affixed to any vessel moored at the Berth, or if the Lessee has vacated the Berth, then if posted by pre-paid post to the last known address of the Lessee;

11.4.2 in the case of the Lessor, if posted by prepaid post to the Manager (if the Lessor has appointed one) at the Manager's principal place of business in South Australia or to the Lessor at its principal place of business in South Australia (which is taken to be the address stated in the Lease unless the Lessee is or ought reasonably be aware that that is not the Lessor's principal place of business at the relevant time).

Notice served by prepaid post will be deemed to have been given or served three (3) business days after posting.



11.5 Severance

If any part of the Lease is found to be invalid or void or unenforceable, then that part will be severed from the Lease and the remainder of the Lease will continue to apply.

11.6 Entire Agreement

The Lessor and the Lessee acknowledge and agree that the Lease contains and represents the entire agreement reached between them with regard to the Berth and that no promises, representations or undertakings, other than those contained in the Lease, were made or given or relied upon.

11.7 Liability of Parties

11.7.1 If a party to the Lease is a person, the obligations of that party will bind the heirs, executors, administrators and permitted assigns of that person.

11.7.2 If a party to the Lease is a company, the obligations of that company will bind the successors and permitted assigns of that company.

11.7.3 If the Lessor or Lessee is made up of two or more parties then the liability of those parties will be both joint and several.

12. DEFINITIONS

Various defined terms have been used in the Lease. A detailed explanation of the meaning of those terms is set out below:

12.1 **accounting period** means the accounting periods as described in Clause 5.4.1;

12.2 **Berth** means the Marina Berth leased to a Lessee under the relevant Lease;

12.3 **Berth Holders** means all of the lessees of Marina Berths including the Lessee;

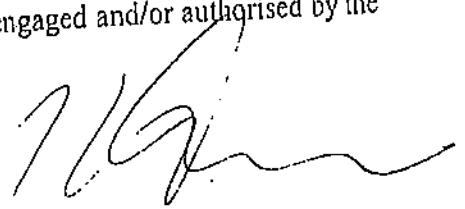
12.4 **Commencement Date** means the date on which the Term of the Lease commences;

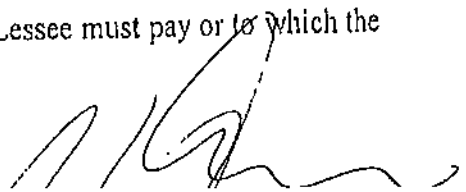
12.5 **Council** means the City of Holdfast Bay or any other local council body having authority/jurisdiction over the Patawalonga Basin and surrounds;

12.6 **Guests** means all invitees and others authorised by the Lessee to come into and use the Berth including (but not limited to) contractors, employees, friends and guests;

12.7 **Headlease** means the headlease described in the Lease;

12.8 **Headlessor** means the Lessor under the Headlease and its successors and includes any servants, agents, contractors and/or manager engaged and/or authorised by the Headlessor;



- 12.9 **Lease** means an underlease entered into between the Lessor and a Lessee in respect of a berth in the Marina under which these terms and conditions are adopted, and includes these terms and conditions;
- 12.10 **Legislation** means any relevant Statute or Acts of Parliament (whether State or Federal) and any Regulation or By-law issued thereunder including (but not limited to) By-laws issued by any Council or Local Government body or authority;
- 12.11 **Lessee** means a lessee of a Marina Berth under a lease and where the context permits includes the Lessee's Guests;
- 12.12 **Lessee's Share** means the proportion or share of Outgoings and other costs and charges which the Lessee is required to pay or contribute hereunder as specified in the Schedule of Berth Apportionment contained in Annexure 1, as amended from time to time under clause 6.2;
- 12.13 **Lessor** means the Lessor described in the Lease and where the context permits includes the Manager (if any) and the employees, contractors and other invitees of the Lessor and the Manager (if any);
- 12.14 **Lock** means the lock and all associated improvements and equipment which is contained within the land in Certificate of Title Register Book Volume 5766 Folio 778;
- 12.15 **Lock Owner** means the registered proprietor, from time to time, of the Lock, and includes any party authorised by the Lock Owner, from time to time, to operate or manage the Lock;
- 12.16 **Manager** means any manager appointed by the Lessor under Clause 2.5 ;
- 12.17 **Marina** means the Marina of which the Berth forms part and includes all of the Marina Facilities and the Marina Services;
- 12.18 **Marina Berths** means all individual marina berths established or existing within the Marina from time to time;
- 12.19 **Marina Facilities** means all of the common facilities and infrastructure included in the Marina including (but not limited to) walkways, pontoons, navigational equipment, Marina Services and rights enjoyed over the Secure Car Park and the Public Area;
- 12.20 **Marina Services** means all services in the Marina including those which are supplied or made available to Berth Holders and also includes, but is not limited to, navigational aids, water supply and electricity supply;
- 12.21 **negligence** includes a negligent act or omission;
- 12.22 **Outgoings** means all of the outgoings which the Lessee must pay or to which the Lessee must contribute as set out in Clause 5.3;
- 

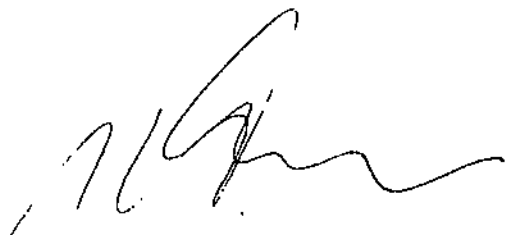
- 12.23 Patawalonga Basin means the water body known as the Patawalonga Basin and surrounds being portion of the land in Certificate of Title Register Book Volume 5766 Folio 779, namely Piece 70 in Deposited Plan 54470;
- 12.24 Public Area means the public car parking and landscaped areas in Certificate of Title Register Book Volume 5711 Folio 331;
- 12.25 Rates and Charges means Council, water and sewer rates described in Clause 5.2;
- 12.26 Secure Car Park means the secure car parking area on Piece 110 in Deposited Plan 54470 being portion of the land in Certificate of Title Register Book Volume 5766 Folio 779;
- 12.27 Statutory Authorities means any authorities created by or under any relevant Legislation;
- 12.28 Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation;
- 12.29 Term means the initial term of the Lease commencing on the Commencement Date;
- 12.30 Western Harbor Section means that portion of the Glenelg Harbor immediately west of the Lock, being portion of the land in Certificate of Title Register Book Volume 5766 Folio 779, namely Piece 80 in Deposited Plan 54470;
- 12.31 wrongful act includes a breach of the terms of the Lease.

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Enquiries should be directed to:

Norman Waterhouse
Level 15
45 Pirie Street
ADELAIDE SA 5000
Telephone: 8210 1200



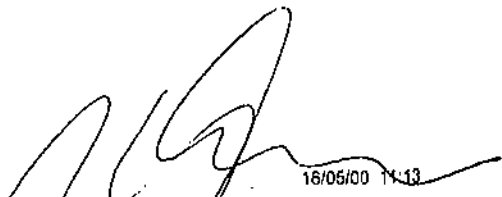
ANNEXURE 1

SCHEDULE OF BERTH ENTITLEMENTS

SUMMARY - TOTALS.

Row	Total Proportion
A	156.32
B	192.99
C	176.50
D	168.11
E	171.34
F	134.59
Total	999.85

Row A			
Berth No.	Berth Proportion	Length	Pen
1	9.27	13m	Single
2	10.27	14m	Single
3	9.27	13m	Single
4	10.27	14m	Single
5	9.27	13m	Single
6	10.27	14m	Single
7	9.27	13m	Single
8	10.27	14m	Single
9	9.27	13m	Single
10	10.27	14m	Single
11	9.27	13m	Single
12	10.27	14m	Single
13	9.27	13m	Single
14	10.27	14m	Single
15	9.27	13m	Single
16	10.27	14m	Single
Total	156.32		




18/05/00 11:13

Row B			
Berth No.	Berth Proportion	Length	Pen
1	6.64	11m	Double
2	5.01	8.5m	Single
3	6.64	11m	Double
4	5.26	8.5m	Single
5	6.64	11m	Double
6	5.26	8.5m	Single
7	6.64	11m	Double
8	5.26	8.5m	Single
9	6.64	11m	Double
10	8.27	12m	Single
11	6.64	11m	Double
12	9.02	13m	Single
13	7.20	12m	Double
14	8.27	12m	Single
15	7.14	12m	Double
16	8.27	12m	Single
17	7.14	12m	Double
18	8.27	12m	Single
19	7.14	12m	Double
20	8.27	12m	Single
21	7.14	12m	Double
22	8.27	12m	Single
23	7.14	12m	Double
24	8.27	12m	Single
25	7.14	12m	Double
26	8.27	12m	Single
27	7.14	12m	Double
Total	192.99		

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Row C

Berth No.	Berth Proportion	Length	Pen
1	6.26	10m	Double
2	7.27	11m	Single
3	6.26	10m	Double
4	7.27	11m	Single
5	6.26	10m	Double
6	7.27	11m	Single
7	6.26	10m	Double
8	7.27	11m	Single
9	6.26	10m	Double
10	7.27	11m	Single
11	6.26	10m	Double
12	8.27	12m	Single
13	6.26	10m	Double
14	8.27	12m	Single
15	6.26	10m	Double
16	8.27	12m	Single
17	6.26	10m	Double
18	8.27	12m	Single
19	6.26	10m	Double
20	8.27	12m	Single
21	6.26	10m	Double
22	8.27	12m	Single
23	6.26	10m	Double
24	8.27	12m	Single
25	7.14	10m	Single
Total	176.50		



18/05/00 11:43

Row D			
Berth No.	Berth Proportion	Length	Pen
1	6.64	10m	Single
2	7.39	10m	Single
3	6.64	10m	Double
4	7.39	10m	Single
5	6.64	10m	Double
6	7.39	10m	Single
7	6.64	10m	Double
8	7.39	10m	Single
9	6.64	10m	Double
10	7.39	10m	Single
11	6.64	10m	Double
12	7.39	10m	Single
13	6.64	10m	Double
14	7.39	10m	Single
15	6.64	10m	Double
16	7.39	10m	Single
17	6.64	10m	Double
18	7.39	10m	Single
19	6.64	10m	Double
20	7.39	10m	Single
21	6.64	10m	Double
22	7.39	10m	Single
23	6.64	10m	Double
24	7.14	10m	Double
Total	168.11		

Row E			
Berth No.	Berth	Length	Pen
	Proportion		
1	8.27	10m	Single
2	8.27	10m	Single
3	6.64	10m	Double
4	6.26	10m	Double
5	6.64	10m	Double
6	6.26	10m	Double
7	6.64	10m	Double
8	6.26	10m	Double
9	6.64	10m	Double
10	6.26	10m	Double
11	6.64	10m	Double
12	6.26	10m	Double
13	6.64	10m	Double
14	6.26	10m	Double
15	6.64	10m	Double
16	6.26	10m	Double
17	6.64	10m	Double
18	6.26	10m	Double
19	6.64	10m	Double
20	6.26	10m	Double
21	6.64	10m	Double
22	6.26	10m	Double
23	6.64	10m	Double
24	6.26	10m	Double
25	6.64	10m	Double
26	6.26	10m	Double
Total	171.34		

Row F			
Berth No.	Berth Proportion	Length	Pen
1	4.38	8.5m	Double
2	5.51	10m	Double
3	4.38	8.5m	Double
4	5.51	10m	Double
5	4.38	8.5m	Double
6	5.51	10m	Double
7	4.38	8.5m	Double
8	5.51	10m	Double
9	4.38	8.5m	Double
10	5.51	10m	Double
11	4.38	8.5m	Double
12	5.51	10m	Double
13	4.38	8.5m	Double
14	5.51	10m	Double
15	4.38	8.5m	Double
16	5.51	10m	Double
17	4.38	8.5m	Double
18	5.51	10m	Double
19	4.38	8.5m	Double
20	5.51	10m	Double
21	5.39	8.5m	Double
22	6.26	10m	Double
23	6.51	10.5m	Double
24	5.51	10m	Double
25	6.01	10.5m	Double
26	6.01	10.5m	Double
Total	134.59		

ANNEXURE 2

Marina Rules

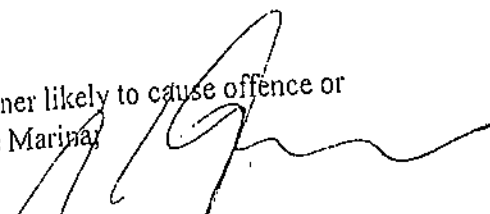
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MARINA RULES

1. MARINA

1.1 Prohibited Activities

A Berth Holder must not:

- 1.1.1 berth a vessel in a Berth belonging to others or at a part of the Marina at which berthing is not authorised by the Lessor, and the Lessor shall, in addition to any other power, authority, duty and function imposed or conferred upon it, have the power to tow away any vessel berthed or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Lessor in respect of all claims for costs and damages arising out of such actions;
 - 1.1.2 light or allow to be lit any open fire or barbecue anywhere within the Marina;
 - 1.1.3 swim, dive or fish within the Berth or elsewhere within the Marina or permit anyone to swim, dive or fish within the Berth or elsewhere within the Marina except for a valid purpose relating to a vessel;
 - 1.1.4 fish or clean or gut fish within the Marina;
 - 1.1.5 hire or offer to hire any boat in the Marina without the consent of the Lessor;
 - 1.1.6 hang any laundry or other items out to dry or air in public view or on or about any part of any vessel berthed in the Marina;
 - 1.1.7 remove or in any way interfere with life saving gear, a life hook, a life buoy, or other life saving apparatus within the Marina except for the purpose of saving a life;
 - 1.1.8 make or allow their Guests to make undue noise in or about the Marina;
 - 1.1.9 interfere, or allow their Guests to interfere with others' use or enjoyment of the Marina;
 - 1.1.10 refuel any vessel in the Marina except at a designated and licensed refuelling site nor carry any petroleum spirit or distillate fuel on to the Marina other than by the use of certified outboard plastic/steel petrol tanks or army type steel jerry cans;
 - 1.1.11 be inappropriately or inadequately clothed in the Marina so as to be visible from another Berth or from elsewhere in or in the vicinity of the Marina;
 - 1.1.12 use any language or behave in a manner likely to cause offence or embarrassment to others when in the Marina;
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- 1.1.13 allow any child under the age of 14 years to come onto the Marina, or on a vessel in the Berth unless that child is accompanied by an adult at all times;
- 1.1.14 damage or deface any building or sign or structure in the Marina;
- 1.1.15 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Lessor) in the Marina;
- 1.1.16 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services in the Marina;
- 1.1.17 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon in the Marina;
- 1.1.18 rollerblade, rollerskate or ride a skateboard;
- 1.1.19 propel a motorised jetski in the Marina without the consent of the Lessor.
- 1.1.20 obstruct any persons lawful access to any Berth or to the Marina

AND furthermore, the Berth Holder must:

- 1.1.21 take reasonable steps to ensure that their Guests do not berth a vessel in Berths belonging to others or at any other part of the Marina at which berthing is not authorised by the Lessor; and
- 1.1.22 obey all reasonable directions or requests from the Lessor and the Manager.

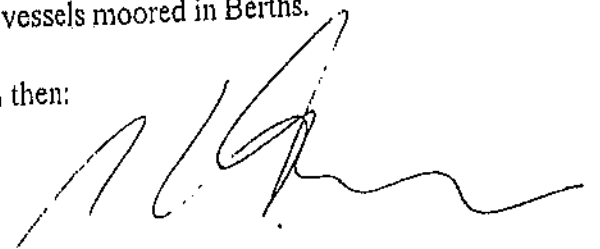
1.2 Fire Fighting Equipment

The owner of a vessel within the Marina shall ensure that:

- 1.2.1 the vessel is equipped with all fire fighting equipment prescribed by or under any State or Commonwealth Act for a vessel of its class; and
- 1.2.2 fire extinguishers are kept fully charged, maintained in good order and condition and fitted in the position on the vessel required by or under any State or Commonwealth Act.

1.3 Trolleys

- 1.3.1 The Lessor may provide trolleys to assist Berth Holders and their Guests to transport articles to and from vessels moored in Berths.
- 1.3.2 If any such trolleys are provided then:



- 1.3.2.1 Berth Holders must upon having used a trolley for such purposes, return the trolley to the trolley storage area; and
- 1.3.2.2 Berth Holders may not use the trolleys for any purpose other than the transportation of articles to and from vessels moored in Berths.

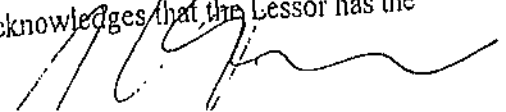
1.4 Operation of Vessels

Berth Holders must:

- 1.4.1 observe a maximum speed limit of 4 knots or "no wake speed" whichever is the lesser in relation to all vessels operating in the Marina, the Patawalonga Basin, the Lock and the Western Harbor Section;
 - 1.4.2 observe the standard procedures including always keeping to the right, power giving way to sail and both power and sail giving way to towing vessels and vessels being towed;
 - 1.4.3 ensure that all vessels moored in a Berth are registered identified, marked, equipped and maintained as required by law and safe practice with particular attention to fire fighting equipment;
 - 1.4.4 use mooring lines of a high standard and condition capable of holding the relevant vessel in all weather conditions; they must consist of polyethylene "silver rope" and have the minimum sizes as set out below:
 - 1.4.4.1 for vessels less than 8 metres in length such rope must have a minimum diameter of 12 millimetres;
 - 1.4.4.2 for vessels 8 to 10 metres in length such rope must have a minimum diameter of 14 millimetres;
 - 1.4.4.3 for vessels 10 to 12 metres in length such rope must have a minimum diameter of 16 millimetres;
- and
- 1.4.4.4 for vessels in excess of 12 metres in length such rope must have a minimum diameter of 18 millimetres

AND should the vessel be seen to be moored by mooring lines of a lesser standard or condition and/or different type from that described above, the Berth Holder acknowledges that the Lessor has the right to make the necessary alterations or replacements to the mooring lines and charge the Berth Holder for costs incurred;

- 1.4.5 use spring lines when mooring a vessel in the Marina. Such spring lines must be of a high standard and condition, capable of holding the relevant vessel in all weather conditions AND should the vessel be seen to be moored by spring lines of a lesser standard or condition from that described above, the Berth Holder acknowledges that the Lessor has the



right to make the necessary alterations or replacements to the spring lines and charge the Berth Holder for the costs incurred;

1.4.6 ensure that:

1.4.6.1 any vessel kept in the Berth is kept in good order and condition to the satisfaction of the Lessor and will not allow the same to be or become in an unsightly dilapidated or dangerous condition and failure to comply with a reasonable request of the Lessor in this regard will entitle the Lessor to require the removal of the vessel;

1.4.6.2 toilet refuse, oil, chemicals, spirits, inflammable liquids and bilge water are not discharged from the vessel into the waters of the Marina, the Patawalonga Basin, the Lock or the Western Harbour Section;

1.4.6.3 no garbage or other refuse is deposited into the waters of the Marina, the Patawalonga Basin, the Lock or the Western Harbour Section and that the same is placed in the approved garbage receptacles;

1.4.7 tie off running rigging to prevent slatting; masts that tend to "howl" must have a halyard holstered within the sail track should this be the reason for the howling, otherwise other steps must be taken to prevent the howling caused by other means. If the Berth Holder has not complied with this rule that person acknowledges that the Lessor has the right to make the necessary additions or alterations to stop the noise pollution and debit the Berth Holder for the costs incurred;

1.4.8 enter leave or manoeuvre in the Marina under motorised power not sails;

1.4.9 maintain any fender to a sufficiently high standard to the satisfaction of the Lessor;

1.4.10 if requested by the Lessor must install an isolating transformer between the vessel and the onshore power supply which is of a type and standard acceptable to the Lessor and ensure that such transformer is in use whenever the vessel is connected to the onshore power supply.

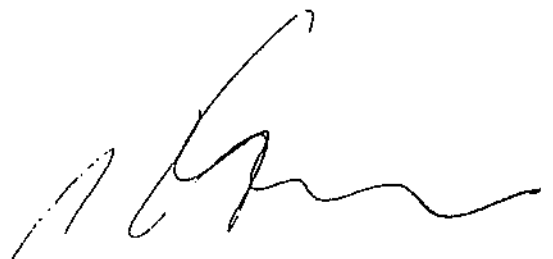
1.5 Animals

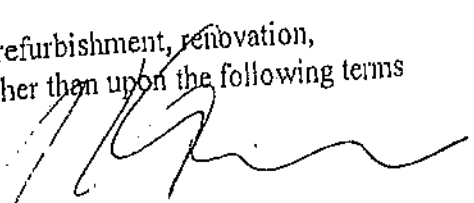
Berth Holders must not, without the consent of the Lessor, keep any animal in, or in the vicinity of the Marina.

2. USE OF BERTHS

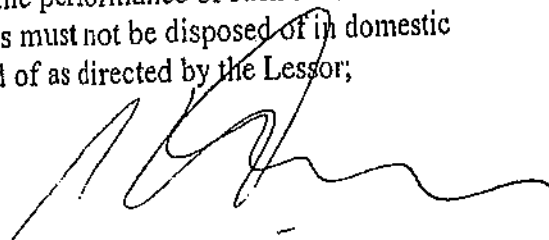
2.1 Use of Berth

Berth Holders must:



- 2.1.1 not use the Berth, or permit the Berth to be used, for any unlawful purpose;
 - 2.1.2 not do or commit or cause permit or suffer to be done or committed on or about the Berth, any act, matter or thing whatsoever which is or may in the opinion of the Lessor be an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
 - 2.1.3 allow the Lessor, access to the Berth for the purpose of carrying out maintenance;
 - 2.1.4 pay all rates, taxes, charges, outgoings and assessments in respect of their Berth as they become due and payable;
 - 2.1.5 subject to these rules notify the Lessor of any repairs and maintenance required to their Berth or to any facilities of the Marina in the vicinity of their Berth;
 - 2.1.6 allow the Lessor access to the Berth for the purpose of carrying out maintenance and repairs;
 - 2.1.7 allow the Lessor access to the Berth for the purpose of removing any flotsam, jetsam or other materials floating on the Berth;
 - 2.1.8 not change the use or alter the character of the Berth or make or permit to be made any additions or alterations of any kind in or to the Berth unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Lessor and the said person has complied with the provisions of Rule 2.3;
- 2.2 Use of Berth Subject to Consent
- Berth Holders must not, without the consent of the Lessor:
- 2.2.1 display any sign or advertisement so as to be visible from outside the Berth or on any other part of the Marina;
 - 2.2.2 use or store on the Berth or on any vessel berthed within a Berth any explosive or other dangerous substance.
 - 2.2.3 allow any portion of any vessel berthed in the Berth to extend beyond the boundaries of the Berth;
 - 2.2.4 effect major repairs, external painting works and fitting and refitting of any vessel within the Berth.
- 2.3 Alterations to Berths
- Berth Holder may not perform or carry out any refurbishment, renovation, alterations or additions to or upon their Berth other than upon the following terms and conditions:-
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- 2.3.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Lessor for its consideration and referral (at the option of the Lessor) to an architect or other consultant of its choosing;
- 2.3.2 such person has consulted with the architect appointed by the Lessor to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Lessor the costs incurred by the Lessor of engaging such architect or other consultant appointed;
- 2.3.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Lessor provide the Lessor with a copy of any such consents or approvals;
- 2.3.4 all work shall be carried out strictly in accordance with the provisions of the consents granted by the Lessor and any government or statutory authority;
- 2.3.5 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;
- 2.3.6 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;
- 2.3.7 all facilities and other parts of the Marina shall be fully protected against damage;
- 2.3.8 any damage caused to the Marina shall be rectified by such person to the satisfaction of the Lessor and at the cost of the Berth Holder;
- 2.3.9 all affect areas of the Marina shall be left in a clean and tidy condition on the completion of works each day;
- 2.3.10 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Berth Holders or occupiers of any other Berths;
- 2.3.11 such person shall effect all proper insurance cover in an amount nominated by the Lessor against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions and shall upon request from the Lessor provide the Lessor with a copy of such insurance policy;
- 2.3.12 such person shall permit the Lessor to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 2.3.13 any rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Lessor;



- 2.3.14 the Berth Holder must make prior arrangements with the Lessor in relation to permitting persons such as workers in to the Berths and make sure that such workers have appropriate current public liability insurance cover;
- 2.3.15 the Berth Holder shall ensure that workers are only permitted to enter a Berth in the presence of the Berth Holder commissioning the work to be undertaken or the Lessor.

3. LESSOR'S CONSENT

- 3.1 Where, in any of the rules, the consent of the Lessor is required, then unless some other intention is clearly indicated, the prior written consent of the Lessor is required and for this purpose, the prior written consent of the Manager (if any) will be sufficient;
- 3.2 The Lessor shall have the power to grant consents in respect of any activity in or on the Marina;
- 3.3 The Lessor may attach such conditions as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the Berth Holder;
- 3.4 The Lessor may grant a consent or permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate;
- 3.5 A Berth Holder must comply with each and every condition of the consent or permit. Each event which is a breach of the consent or permit shall constitute a separate offence under these rules;
- 3.6 Subject to the terms of any consent or permit, the Lessor may cancel, suspend or revoke the consent or permit at any time by notice in writing to the Berth Holder.

4. GUESTS

Berth Holders must ensure that their Guests comply with all of these rule, to the extent that they are relevant and applicable.



8891394



Series No.	Prefix
	TC

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF STANDARD
TERMS AND CONDITIONS
OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

R. G. Hammond
Solicitor Registered Conveyancer/Lessor
R. G. HAMMOND


NOTES

- This form is to be used for the Memorandum of Standard Terms and Conditions of Lease. All panels to be completed, if insufficient space use Annexure Form B.1. The panel should then contain only the words "See Annexure A (or as the case may be) attached".
- Insert name of relevant lessor(s).
- No attestation is necessary. Any additional sheets must be signed and the terms and conditions to be incorporated must be numbered sequentially.

BELOW THIS LINE FOR OFFICE USE ONLY

Date	7 MAY 2000	Time	1110
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
82			

MEMORANDUM OF STANDARD TERMS AND CONDITIONS
FILED THE 18TH DAY OF MAY 2000 AT 11:00

W. Kemp pro  DEP. REG. GENL

EXAMINATION *ENTERED*

CORRECTION	<u>PASSED</u> <i>WK</i>
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BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: } NORMAN WATERHOUSE NWAM
Correction to: } SOLICITORS
NATWEST CENTRE 45 PIRIE ST
ADELAIDE SA 5000

TITLES, CROWN LEASES AND OTHERS TO BE LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

-
 -
 -
 -
 -
- Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

ITEM CTICL REF.	AGENT CODE

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