

Word Document Dated 28 April 2004.

DATED

28th

DAY OF

April

2004

BETWEEN

THE STATE OF SOUTH AUSTRALIA

("the State")

-AND-

THE MINISTER FOR URBAN DEVELOPMENT AND PLANNING

("the Minister")

-AND-

THE UNIVERSITY OF ADELAIDE

("the University")

-AND-

WINEMAKERS FEDERATION OF AUSTRALIA INCORPORATED

("the Federation")

*Amendment to  
2001 Deed*



CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

THIS DEED is made the     day of     2004

**BETWEEN:**

**THE HONOURABLE MICHAEL DAVID RANN** as Premier of South Australia of State Administration Centre 200 Victoria Square, Adelaide 5000 acting for and on behalf of the Crown in the right of the State of South Australia ("the State")

**AND**

**MINISTER FOR URBAN DEVELOPMENT AND PLANNING** a body corporate pursuant to the Administrative Arrangements Act 1994, of Roma Mitchell House, 136 North Terrace, Adelaide 5000 as successor to the Minister for Transport and Urban Planning, and the Minister to whom the *Development Act, 1993* is committed ("the Minister")

**AND**

**THE UNIVERSITY OF ADELAIDE** a body corporate continued in existence by the University of Adelaide Act, 1971 of North Terrace, Adelaide 5000 ("the University")

**AND**

**WINEMAKERS FEDERATION OF AUSTRALIA INCORPORATED** of Wine Industry House, 555 The Parade, Magill 5072 ("the Federation")

**BACKGROUND:**

- A. On 28 May 2001 the parties executed a deed ("the Project Deed") whereby the University undertook that upon purchasing the land comprised in Certificate of Title Volume 5377 Folio 7 from the CSIRO it would use the Land for the Approved

Purposes as defined in the Project Deed and otherwise use and manage that land as provided for in the Project Deed.

- B. The Project Deed included a requirement that the University prepare and submit to the State a Concept Plan for the development of the Land for the Approved Purposes within six (6) months after the settlement on the contract whereby the University purchased the Land from the CSIRO.
- C. The University has not submitted the Concept Plan to the State within the time required by the Project Deed.
- D. The parties have agreed to execute this deed for the purpose of extending the time within which the University is required to submit the Concept Plan to the State and for the purpose of making further consequential amendments to the Project Deed.

**OPERATIVE PART:**

1. This deed shall have effect from and including the date of its execution and is supplementary to and shall be read in conjunction with the Project Deed.
2. Words and expressions defined in the Project Deed shall have the same respective meanings herein.
3. The Project Deed shall be varied as follows:
  - 3.1. by deleting the definition of "Initial Business Plan" in sub-clause 2.1 and substituting the following definition:

**"Initial Business Plan"** means the first Business Plan to be provided, which shall be prepared in respect of the period commencing on the date the University submits the Concept Plan to the State pursuant to sub-clause 5.3 and ending at the end of the next whole calendar year after the University submits the Concept Plan to the State;"

3.2. by adding the following sub-paragraph at the end of sub-clause 5.2:

"5.2.10 a report on the activities carried on by the University on the Land during the period from the date of settlement on the Contract until the date on which the University submits the Concept Plan to the State pursuant to sub-clause 5.3"

3.3. by deleting sub-clause 5.3 and substituting the following sub-clause:

"5.3 The University shall submit the Concept Plan to the State by:

5.3.1 30 December 2005; or

5.3.2 such other date as the University and the State's Representative shall prior to 30 December 2005 agree to in writing."

3.4. by deleting sub-clause 5.6 and substituting the following sub-clause:

"5.6 The State will only withhold consent or require changes to the Concept Plan if the State is of the reasonable opinion that:

5.6.1 the Concept Plan does not set aside sufficient portions of the Land for such of the Approved Purposes as is identified in the Concept Plan; or

5.6.2 the Concept Plan does not adequately seek to accommodate and achieve the Joint Objectives; or

5.6.3 there has been inadequate consultation; or

5.6.4 the Initial Business Plan is inadequate or unlikely to achieve a reasonable commercial return; or

5.6.5 the Concept plan does not sufficiently adopt the Vision.

The University may submit more than one Concept Plan to the State for the

purpose of obtaining the consent of both the State pursuant to clause 5.5 and such other consents or approvals as may be required pursuant to clause 5.7”.

3.5. by striking out the first two lines of sub-clause 5.14 and substituting the following:

”If at the expiration of one year from the date upon which the University submits the Concept Plan to the State as required by sub-clause 5.3, time being of the essence, the University has been unable to:”

3.6. by deleting sub-clause 6.11 and substituting the following sub-clause:

”6.11 The University covenants with the other Parties that it will use its best endeavours to achieve the Vision within ten (10) years after the State consents to the Concept Plan pursuant to sub-clause 5.5”.

3.7. by deleting clause 14 and substituting the following clause:

”14 **CONTINUING THE VISION**

14.1 The Parties anticipate the matters to be undertaken pursuant to the Concept Plan and the Vision will have been achieved within ten (10) years of the date upon which the State consents to the Concept Plan pursuant to sub-clause 5.5.

14.2 The Parties agree that while the University shall continue to develop and use the Land in accordance with the Vision, the passage of time may require variation to the Vision and the use to which the Land is put and further developed.

14.3 On the tenth anniversary of the State consenting to the Concept Plan and thereafter at intervals of ten (10) calendar years, the State, the University and the Federation shall review and if agreed, vary:

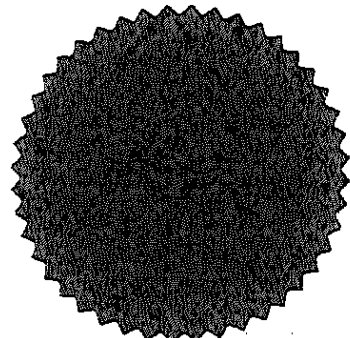
14.3.1 the Vision for the Land; and

14.3.2 the intended future use or development of the Land

4. The parties to this deed confirm the terms and conditions of the Project Deed in all other respects.

**EXECUTED AS A DEED**

**SIGNED AND SEALED** by **MICHAEL DAVID** )  
**RANN**, as Premier for and on behalf of the State )  
of South Australia in the presence of: )



.....  
Witness  
[Print Name: *Michael Virgo* ]

**THE COMMON SEAL** of **MINISTER FOR** )  
**URBAN DEVELOPMENT AND PLANNING** )  
was hereunto affixed in the )  
presence of: )



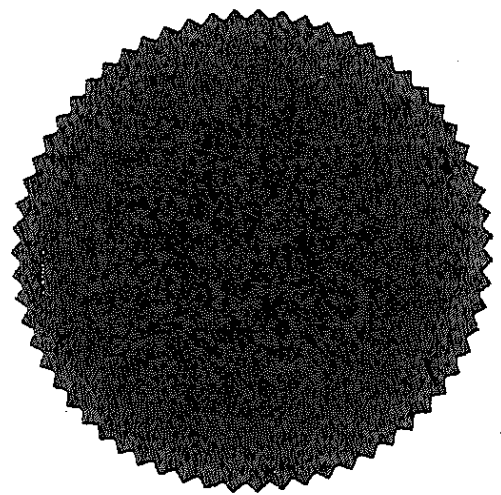
.....  
Witness  
[Print Name: ]

The Seal of the UNIVERSITY OF )  
ADELAIDE was affixed on... 20 July 2004 )  
(date) by authority of the two Custodians whose )  
signatures are hereby appended )

.....  
Custodian of the Seal

*[Signature]*  
.....  
Custodian of the Seal

*[Signature]*  
.....  
Officer who affixed the Seal



THE COMMON SEAL of THE )  
WINEMAKERS FEDERATION OF )  
AUSTRALIA INCORPORATED was hereunto )  
affixed in the presence of: )

*[Signature]*  
.....  
[Print Name: *Stephen Strachan* ]

*Chief Executive*  
.....  
Office held  
[Print Name: *Stephen Strachan* ]