

GROWER LICENCE AGREEMENT

BETWEEN

ADELAIDE PRODUCE MARKETS LIMITED
ABN 49 008 129 566

("Licensor")

AND

#1#

("Licensee")

TRADING AS #1A#

BUILDING G – GROWER'S PAVILION STAND NO. #2#

BETWEEN ADELAIDE PRODUCE MARKETS LIMITED ABN 49 608 129 566 of Diagonal Road Pooraka South Australia 5095 ("**Licensor**")
AND #1# of #3# ("**Licensee**")

RECITALS

- A. The Licensor is the owner of the land comprised in Certificate of Title Volume 5938 Folio 181 ("**Land**") on which the Licensor has constructed certain improvements for the purpose of enabling the conduct of an horticultural produce market.
- B. The Licensor has agreed to grant to the Licensee and the Licensee has agreed to accept from the Licensor a bare non exclusive licence on the terms set out in this Grower Licence Agreement ("**Licence**").

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Licence unless the contrary intention appears:

2. "**APML Operating Articles**" means the Adelaide Produce Markets Limited Operating Articles contained in the Operating Articles and Rules of the Adelaide Produce Markets in force at the date of this Licence and any addition, variation or amendment to that constitution made by the Licensor from time to time;
3. "**Board**" means the Board of Directors of the Licensor;
4. "**CEO**" means the chief executive officer of the Licensor or a person to whom the CEO has delegated in writing, the powers exercisable by the CEO;
5. "**Commencement Date**" means the date of commencement of this Licence specified in Item 1 of the Schedule;
6. "**CPI**" means the Consumer Price Index (All Groups) for Adelaide published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorised by the Commonwealth of Australia to do so;
7. "**Expiry Date**" means midnight on the date of expiry of this Licence specified in Item 2 of the Schedule, subject to clause 12;
8. "**Grower**" means a person who carries on a business of a grower of Produce on a land area of not less than half a hectare, located in South Australia;
9. "**GST Act**" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
10. "**Licence Fee**" means the annual licence fee specified in Item 3 of the Schedule, subject to clauses 13 and 23;
11. "**Licensed Area**" means that portion of the Market (designated by the Licensor from time to time as the Growers' Pavilion) being the area described in Item 4 of the Schedule, subject to clause 4;
12. "**Licensee**" means the person described as the Licensee above and includes its permitted assigns;

13. "**Licensor**" means Adelaide Produce Markets Limited described as the Licensor above and includes its successors and assigns;
14. "**Market**" means that portion of the Land and its improvements which the Licensor designates from time to time for use as a Produce market;
15. "**Market Rules**" means the Adelaide Produce Markets Limited Market Rules contained in the Operating Articles and Rules of the Adelaide Produce Markets and made under the APML Operating Articles and in force at the date of this Licence and any addition, variation or amendment to those rules which is made by the Licensor in the exercise of the power to do so as set out in the Market Rules;
16. "**Permitted Use**" means the right to sell, from the Licensed Area, Produce which is either:
 - 16.1.1 grown or otherwise produced by the Licensee on land in South Australia owned by the Licensee; or
 - 16.1.2 grown or otherwise produced by the Licensee in South Australia pursuant to a share farming agreement; or
 - 16.1.3 grown by another Grower, who is a licensee of the Market provided that such other Grower is:
 - (a) present; and
 - (b) selling Produce grown by that other Growerat the Market on the day in questionand not including any activity which is a Prohibited Use;
17. "**person**" means a natural person or body corporate;
18. "**Prescribed Rate**" means the unsecured small business overdraft rate which appears in the official publications of the Reserve Bank of Australia from time to time or if no rate is published then such other rate as may be nominated by the Licensor pursuant to the APML Operating Articles, from time to time;
19. "**Produce**" means fruit (including dried fruit), vegetables, flowers, nuts and other horticultural produce;
20. "**Prohibited Use**" means the offer for sale or sale by the Licensee of Produce:
 - 20.1.1 to the public by retail; or
 - 20.1.2 grown outside South Australia; or
 - 20.1.3 not grown in accordance with the Permitted Use;
21. "**Review Date**" means each of the dates of review of the Licence Fee specified in Item 5 of the Schedule;
22. "**Schedule**" means the Schedule attached to this Licence;
23. "**Supply**" has the same meaning it does in Section 9-10 of the GST Act and excludes any "GST-free supplies" and "input taxed supplies" as those terms are defined in Section 195-1 of the GST Act;

24. **"Term"** means the period commencing on the Commencement Date and terminating on the Expiry Date, subject to clause 12;
25. words importing the singular embrace the plural and words importing one gender embrace the other genders and vice versa respectively;
26. a reference to any Act includes all statutes, regulations, codes, bylaws or ordinances and any notice, demand, order, direction, requirement or obligation under that Act (and vice versa) and unless otherwise provided in that Act includes all consolidations, amendments, re-enactments or replacements from time to time of that Act and a reference to "law" includes a reference to any Act and the common law;
27. the words "include", "includes" or "including" shall be deemed in all cases to be followed by the words "without limitation"; and
28. no rule of construction applies to the disadvantage of a party to this Licence because that party was responsible for the preparation of this Licence.

29. LICENCE

Subject to the terms of this Licence, the Licensor grants to the Licensee, a bare non exclusive licence for the Term, to occupy the Licensed Area only during the periods that the Licensor may determine from time to time in accordance with the provisions of clause 5 of this Licence.

30. LICENCE FEE

31. The Licensee shall during the Term pay to the Licensor, the Licence Fee:
 - 31.1.1 free of all deductions, claims and setoffs;
 - 31.1.2 by equal quarterly instalments in advance on the first of October, January, April and July of each year during the Term, the first instalment to be paid on the Commencement Date (being a proportionate instalment if appropriate); and
 - 31.1.3 at the Licensor's address specified in this Licence or at such other place as the Licensor may from time to time direct in writing.
32. The Licensor acknowledges that a component of the Licence Fee will be applied at the absolute discretion of the Licensor towards the rates, taxes, operating expenses, management, administration maintenance, repair, replacements, insurance and other costs incurred by the Licensor in respect of the Market.

33. RELOCATION

The Licensee acknowledges and agrees that at any time during the Term, the Licensor shall have the right, where in the opinion of the Licensor there exists a commercial reason to do so, to relocate the Licensee to another location within the Market, provided that the Licensor has first:

34. consulted with the Licensee concerning the relocation;
35. has given not less than one (1) month's notice to the Licensee of its intention to relocate the Licensee; and
36. the terms of this Licence (amended to reflect the new location as the Licensed Area) will continue to apply to the new location for the balance of the Term.

37. HOURS OF OPERATION

The Licensee acknowledges and agrees that:

38. this Licence authorises the Licensee to non exclusively occupy the Licensed Area and only during:
- 38.1.1 the operating hours of the Market, as determined by the Licensor from time to time, in its absolute discretion; and
 - 38.1.2 such further periods as the Licensor may provide for access by the Licensee to and from the Market;
39. the Licensor may, at any time other than the determined operation hours of the Market, use the Licensed Area and the whole or any part of the Market for any purpose that the Licensor deems necessary or desirable, in its absolute discretion and the Licensee shall ensure that the Licensed Area is kept free and clear of all of the Licensee's property:
- 39.1.1 during a fixed two (2) hour period outside the operating hours of the Market, on each day that the Licensee is entitled to occupy the Licensed Area; and
 - 39.1.2 on public holidays or Sundays (including the Sunday Market Trading Hours, as designated by the Licensor from time to time); and
40. to avoid doubt, the Licensee acknowledges that:
- 40.1.1 it is not entitled to access and use the Licensed Area on the days or at the times specified in clause 5.2 unless otherwise agreed by the Licensor from time to time; and
 - 40.1.2 it must keep the Licensed Area clear of all of the Licensee's property outside the operating hours of the Market, unless otherwise agreed by the Licensor.

41. COMPLIANCE WITH STATUTORY AND OTHER OBLIGATIONS

42. To the extent permitted by law and at the Licensee's expense, the Licensee shall promptly and efficiently satisfy, comply with and observe all present and future laws and requirements, directions and orders of any authority with competent jurisdiction relating to or affecting the use or condition of the Licensed Area or the occupancy by the Licensee of the Licensed Area, whether such compliance or obligations are imposed on the owner or occupier of the Licensed Area.
43. Without limiting clause 6.1 the Licensee shall comply with all present and future laws and all requirements, directions and orders of any authority with competent jurisdiction:
- 43.1.1 relating to or affecting the labelling or packaging or quality or weight of Produce; and
 - 43.1.2 as if and to the same extent as though the Grower were:
 - (a) a retailer of Produce; and
 - (b) offering for sale and selling Produce to members of the public (which is prohibited under this Licence).
44. The Licensee shall during the Term comply with the reasonable directions of the Licensor's insurers given from time to time.

45. PERMITTED USE

The Licensee shall not use the Licensed Area for any purpose other than for the Permitted Use and shall conduct its business at all times at a high standard and in a reputable manner.

46. MARKET RULES AND APML OPERATING ARTICLES

47. The Licensee acknowledges and agrees that the Board may from time to time make Market Rules relating to all activities which take place on the Land provided that:

47.1.1 in the case of a burden which is imposed on a person by a Market Rule, that burden is reasonable; and

47.1.2 the Licensor has a legitimate interest in making the Market Rule.

48. The Licensee acknowledges and agrees that the Market Rules remain in force unless and until they are repealed, varied or amended by the Board.

49. The Licensee and the Licensor acknowledge and agree that:

49.1.1 this Licence is subject to the APML Operating Articles and to the Market Rules and the Licensee agrees to comply with the Market Rules and to cause its officers, employees, agents, contractors and sublicensees to observe and comply with the Market Rules; and

49.1.2 the failure of the Licensee or any of its officers, employees, agents, contractors, or sublicensees to observe or comply with the Market Rules shall constitute a breach of this Licence by the Licensee.

50. The Licensee and the Licensor acknowledge and agree that in interpreting the relationship between the provisions of the Market Rules (as terms of this Licence) and other terms of this Licence, the order of paramountcy shall be, first, the provisions of the Market Rules and secondly the other terms of this Licence.

51. A notice given by the Licensor at any time specifying the Market Rules for the time being in force or any amendment to them shall be prima facie evidence of the Market Rules for the time being in force and of the amendment to them.

52. The Licensor will not be liable to the Licensee or any of its officers, employees, agents, contractors or sublicensees for loss or damage arising from or contributed to by any non enforcement by the Licensor of the Market Rules.

53. THE LICENSEE'S LAND

54. The Licensee shall promptly on receipt of a notice to do so give to the Licensor a written description of the land:

54.1.1 owned by the Licensee as referred to in clause 1.15.1; or

54.1.2 used by the Licensee pursuant to a share farming agreement referred to in clause 1.15.2

or both (if appropriate) ("**Grower's Land**") which description must include:

54.1.3 the area of the Grower's Land;

54.1.4 the address of the Grower's Land;

- 54.1.5 the types and quantities of Produce grown and produced at the Grower's Land (as at the time of giving such description and in the previous twelve (12) month period); and
 - 54.1.6 the names and addresses of all other persons who use the Grower's Land for growing Produce, the types and quantities of Produce grown by such other persons and the times of the year when such other Produce is grown.
55. The Licensee grants to the Licensor and its officers, employees, agents and contractors a bare non exclusive licence:
- 55.1.1 to enter on the Grower's Land at all times, with or without giving to the Licensee prior notice of the Licensor's intention to do so; and
 - 55.1.2 to remain on and to view the Grower's Land in its entirety including the types and quantities of Produce grown and produced at the Grower's Land and all plant and equipment used in the Licensee's business as a farmer or grower.

56. NON PAYMENT OF LICENCE FEES

57. The Licensee acknowledges and agrees that failure by the Licensee to pay the instalments of the Licence Fee as and when due and payable pursuant to this Licence will result in direct and indirect loss and damage to the Licensor including:
- 57.1.1 increased administrative and management costs in pursuing payment of the unpaid instalments;
 - 57.1.2 the reduction in the ability of the Licensor to manage the Market in a proper and efficient manner; and
 - 57.1.3 the inability of the Licensor to apply those instalments in payment of its other debts and operating expenses for the Market.
58. If all or any part of the instalments of the Licence Fee shall at any time be unpaid for seven (7) days after becoming due and payable the Licensor shall be entitled to:
- 58.1.1 exclude the Licensee from the Licensed Area and from the Market (with or without prior notice to the Licensee); and
 - 58.1.2 the licence granted to the Licensee under this Licence shall be suspended (with or without notice to the Licensee)
- until such time that the Licensee pays all outstanding instalments of the Licence Fee provided that the rights of the Licensor pursuant to this clause 10.2 shall be in addition to and shall not prejudice any other right of the Licensor under this Licence.

59. DEFAULT

60. In addition to any rights and powers exercisable by the CEO, the Board or any of their respective delegates under the APML Operating Articles or the Market Rules, if:
- 60.1.1 the Licence Fee or any portion of it shall at any time be unpaid for seven (7) days after becoming payable whether formally demanded or not; or
 - 60.1.2 the Licensee commits or permits a breach or default in the due and punctual observance and performance of any of the terms of this Licence; or

- 60.1.3 the Licensee fails to provide a written description of the Grower's Land on being requested to do so; or
- 60.1.4 the Licensee denies entry to the Licensor on to the Grower's Land; or
- 60.1.5 where the Licensee is a body corporate or an incorporated association:
 - (a) an order is made or resolution is effectively passed for the winding up of the Licensee (except for the purpose of reconstruction or amalgamation with the consent of the Licensor); or
 - (b) a Receiver or Receiver and Manager or Administrator or Controller or any of them is appointed to the Licensee or any property of the Licensee is affected by or action is taken towards such appointment; or
 - (c) the Licensee goes into liquidation or provisional liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is insolvent within the meaning of the Corporations Act 2001 (Cth); or
 - (d) the Licensee being or becoming deemed, for the purposes of any law, to be insolvent;
- 60.1.6 where the Licensee is a natural person, the Licensee is convicted of an indictable offence (other than a traffic offence); or
- 60.1.7 execution is levied against the Licensee and not discharged within fourteen (14) days; or
- 60.1.8 the Licensee ceases or threatens to cease to carry on its business; or
- 60.1.9 the Licensee ceases to be a Grower; or
- 60.1.10 the Licensee stops payment to its creditors generally; or
- 60.1.11 the Licensee uses the Licensed Area for any purpose other than for the Permitted Use; or
- 60.1.12 the Licensee fails to provide satisfactory evidence of its employees required under clause 20

then the Licensor (in addition to its other powers) shall have the right, following notice in writing given to the Licensee, to determine the licence granted by this Licence but without prejudice to the right of action of the Licensor in respect of any antecedent breach or default of any of the Licensee's obligations under this Licence.

- 61. Without prejudice to any other right or remedy of the Licensor, the Licensee shall pay to the Licensor interest, at the Prescribed Rate, on any money payable by the Licensee to the Licensor under this Licence but unpaid when due, such interest to be computed from the date on which the money becomes payable until payment is made in full.

62. EARLY TERMINATION

The Licensor and the Licensee covenant and agree that:

- 63. this Licence may be terminated at any time during the Term by either the Licensee or the Licensor giving to the other party not less than one (1) month's prior notice of its intention

to terminate with effect from midnight on any the dates specified in Item 6 of the Schedule ("**Termination Date**");

64. time shall be of the essence of this clause 12 to the intent that if neither party gives the other the Termination Notice by one month prior to any of the Termination Dates the right to terminate as at the relevant Termination Date shall cease to apply and neither party shall be entitled to terminate this Licence as at the relevant Termination Date; and
65. if the Termination Notice is given within the required time then this Licence shall automatically terminate at midnight on the relevant Termination Date for no monetary consideration and neither party shall have any claim for or right to recover any damages by reason of such termination but without prejudice to the rights of either party for any antecedent breach or default.

66. REVIEW OF FEES

67. The Licence Fee shall be reviewed as at and with effect from each Review Date specified in Item 5 of the Schedule (unless at that time the Licensor by notice in writing given the Licensee, elects not to review the Licence Fee with effect from the relevant Review Date) to an amount equivalent to "A" calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

"B" is the amount of the Licence Fee payable in respect of the Licensed Area during the twelve (12) months immediately before the relevant Review Date;

"C" is the CPI for the quarter ending 30 June immediately before the relevant Review Date; and

"D" is the CPI for the quarter ending 30 June immediately before the Review Date immediately preceding the relevant Review Date except in the case of the review to take place as at the first Review Date specified in Item 5 of the Schedule where "D" shall be the CPI for the quarter ending 30 June 2007

provided that if:

67.1.1 the CPI ("**Original Index**") ceases to be published; or

67.1.2 the basis on which the Original Index is calculated is substantially changed

then the Licensor, acting reasonably, will nominate a similar index or indicator of changes on consumer costs in lieu of CPI.

68. The failure of the Licensor to require a determination of the new Licence Fee as at any Review Date shall not impede or prevent the Licensor at any subsequent time from requiring the new Licence Fee to be determined pursuant to this clause 13 as at and from the Review Date.
69. If the new Licence Fee applicable as at and from any Review Date is not reviewed by that date then:
- 69.1.1 pending such review the Licensee shall pay the instalments of the Licence Fee at the rate applicable immediately prior to the Review Date; and

- 69.1.2 the new Licence Fee shall be varied retrospectively as at and from the Review Date and any necessary adjustment in respect of:
- (a) any underpayment of any instalment paid after the Review Date shall be paid by the Licensee to the Licensor within fourteen (14) days after the new Licence Fee is determined; and
 - (b) any overpayment shall be credited to the next Licence Fee instalments due by the Licensee after the new Licence Fee is determined.

70. This clause 13 is subject in all respects to clause 23.

71. PUBLIC LIABILITY INSURANCE

The Licensee shall, by the Commencement Date, effect and keep current at all times in respect of the Licensed Area, a Public Liability Policy:

- 72. for an amount of not less than Ten Million Dollars (\$10,000,000.00) per claim (or such other amount as the Licensor may reasonably require from time to time and notify the Licensee in writing);
- 73. in the joint names of the Licensor and the Licensee and for their respective obligations rights and interests; and
- 74. with an insurance office approved by the Licensor which approval shall not be unreasonably withheld

and on demand deliver a copy of the policy and certificates of currency of such insurance to the Licensor.

75. RELEASE

The Licensee shall occupy and use the Licensed Area and use the Market at the risk of the Licensee and the Licensee releases to the extent permitted by law, the Licensor and its officers, employees, agents and contractors from all and any claims, demands and damages resulting from any accident, damage or injury occurring on or about the Licensed Area or the Market.

76. INDEMNITY

The Licensee shall indemnify the Licensor and its officers, employees, agents, contractors, lessees and licensees (other than the Licensee) from and against all and any actions, claims, demands, losses, damages, costs and expenses for which the Licensor or any of its officers, employees, agents, contractors, lessees and licensees (other than the Licensee) may incur in respect of or arising from:

- 77. the death of or injury to any person or loss of or damage to any person or any occurrence in or about the Market or the Licensed Area caused or contributed to by the Licensee or any of its officers, employees, agents, contractors, sublicensees or invitees or their use of the Licensed Area or the Market (notwithstanding that such use may be within the scope of the Permitted Use); and
- 78. the exercise or attempted exercise of the rights, authorities, powers or remedies which are exercisable by the Licensor under this Licence.

79. ALTERATIONS TO MARKETS

The Licensor may, in its absolute discretion and from time to time, extend, vary, amend, resume, reduce or rearrange the Market or any part of it in any manner including varying the number of licensed areas.

80. ASSIGNMENT

81. The Licensee shall not assign its rights and obligations under this Licence without the prior written approval of the Licensor, which approval shall not be unreasonably withheld (subject to clause 18.2) to a proposed assignment to a reputable responsible person of sound financial standing who has experience and ability in the conduct of a business of the nature of the Permitted Use.

82. The Licensee acknowledges and agrees that the Licensor may withhold or refuse its approval to any proposed assignment, where:

82.1.1 any of the stands or areas within that portion of the Market known as the "Growers' Pavilion", are free and available to be licensed to a Grower; or

82.1.2 the proposed assignee is not a Grower; or

82.1.3 the proposed assignee proposes to change the Permitted Use; or

82.1.4 the proposed assignee is unlikely to be able to meet the financial obligations of the Licensee under this Licence; or

82.1.5 the Licensee has not complied with procedural requirements for obtaining the Licensor's consent as prescribed by the Licensor, from time to time, acting reasonably.

83. The Licensee shall pay to the Licensor all reasonable costs and disbursements incurred (including those of any solicitor accountant or other financial advisor retained by the Lessor) in and incidental to the giving of its consent and shall pay all stamp duty of and incidental to such assignment.

84. Where the Licensee is a body corporate (other than a body corporate the voting shares of which are listed on a recognised Stock Exchange in Australia) there shall be deemed a transfer or assignment of this Licence requiring the consent of the Licensor if:

84.1.1 the issue of any share or the transfer (except by inheritance) of the legal or beneficial ownership of any issued share of the Licensee or the ultimate holding body corporate of the Licensee alters the effective control of the Licensee; or

84.1.2 any change to the constitution of the Licensee varies the rights attaching to any of the issued shares of the Licensee.

85. SUBLICENSING

86. The Licensee shall not sublicense the Licensed Area or its rights and obligations under this Licence, without the prior written approval of the Licensor, which approval shall not be unreasonably withheld (subject to clause 19.2), provided that any such sublicense (and the Licensor's approval to such sublicense) shall be on the terms and conditions appearing in the Annexure to this Licence and such other terms as the Licensor may specify.

87. The Licensee acknowledges and agrees that the Licensor may withhold or refuse its approval to any proposed sublicense, where any of the stands or areas within that portion

of the Market known as the "Growers' Pavilion", are free and available to be licensed to a Grower.

88. EMPLOYEES OF THE LICENSEE

The Licensee shall, within seven (7) days of the demand to do so, provide to the Licensor a written notice setting out:

89. the names and addresses of all employees of the Licensee:

89.1.1 who have been employed in and about the business of the Licensee at the Market; or

89.1.2 who have otherwise entered onto the Market as an employee of the Licensee within the immediately preceding three (3) month period; and

90. the make and registration numbers of vehicles of the Licensee and its employees where such vehicles are likely to be used to access the Market at any time.

91. SEVERANCE

Any provision of this Licence which is invalid, unlawful, void or unenforceable shall be capable of severance and shall be severed from the remainder of this Licence without affecting any other of the obligations of the parties pursuant to this Licence.

92. RETAIL AND COMMERCIAL LEASES ACT 1995

The parties acknowledge and agree that this Licence does not permit the Licensed Area to be used as business premises:

93. at which goods are sold to the public by retail; or

94. at which services are provided to the public or to which the public is invited to negotiate for the supply of services

to the intent that the provisions of the Retail and Commercial Leases Act 1995 (SA) do not apply to this Licence.

95. GST

95.1 Liability for GST

95.1.1 Unless otherwise stated, the consideration payable by the Recipient to the Supplier for, or in connection with a Supply under this Licence which is subject to GST does not include any GST.

95.1.2 The Recipient must pay to the Supplier an additional amount on account of GST ("**GST Amount**") equal to the consideration payable by the Recipient to the Supplier for the Supply multiplied by the prevailing GST rate.

95.2 Time of GST Payment

The GST Amount is payable no later than the time the consideration to which the GST Amount relates is payable by the Recipient under this Licence, provided the Supplier has issued a tax invoice to the Recipient.

95.3 Liabilities reduced by input tax credits

To the extent that the consideration for a Supply consists of the reimbursement or indemnity for any liability (including costs and expenses) incurred by the Supplier, in this Licence:

- 95.3.1 the amount of that liability shall be reduced by the amount of any input tax credit to which the Supplier is entitled as a result of incurring the liability; and
- 95.3.2 the Recipient must also pay the GST Amount relating to the reimbursement or indemnity for that liability.

95.4 Adjustment Event

If an adjustment event results in the GST on a taxable Supply being different from the GST recovered by the Supplier, the Supplier must refund to the Recipient the excess and may recover from the Recipient the shortfall provided the Supplier has issued an adjustment note to the Recipient.

95.5 Terms

Terms used in this clause 23 have the same meaning as in the GST Act.

96. COSTS

The Licensee shall pay all of the Licensee's costs in relation to the negotiation, preparation and execution of this Licence and costs associated with preparation and execution of a Deed of Guarantee (should such a Deed be necessary in the opinion of the Licensor to secure the obligations of the Licensee under this Licence).

97. INDEPENDENT ADVICE

The Licensee acknowledges that the Licensor has recommended that the Licensee obtain independent legal advice before signing the Licence.

98. GUARANTEE

If required by the Licensor, the Licensee will procure contemporaneously with the execution of:

- 99. this Licence; or
- 100. any consent documentation required to be signed on assignment of this Licence

for the benefit of the Licensor, a Deed of Guarantee of the performance of the terms of this Licence, by the Licensee or the relevant assignee, from such persons and in such form as the Licensor requires.

101. NOTICE

- 102. Without prejudice to any other means of serving notice any notice required to be served under this Agreement shall be sufficiently served:

- 102.1.1 if to the Licensee then:
 - (a) by personal service on the Licensee (or if it is a body corporate on a director secretary or other officer of the Licensee); or
 - (b) by personal service at the Premises; or

- (c) by post or facsimile transmission to the Premises or the Licensee's registered office (if a body corporate); or
- (d) by personal service at or post or facsimile transmission to the Licensee's last place of business, post box address or residence known to the Licensor; and

102.1.2 if to the Licensor then:

- (a) by personal service on the Licensor (or if it is a body corporate on a director secretary or other officer of the Licensor); or
- (b) by post or facsimile transmission to the Licensor's registered office (if a body corporate) or to the Licensor's last known place of business or residence.

103. Any notice may be signed on the party's behalf by its attorney, director, secretary or other officer or solicitor.

104. A notice by post is deemed served at the time when it ought to be delivered in the due course of post.

105. A notice by facsimile is deemed served on production of a transmission report by the machine from which it is sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

106. Where there is more than one person comprising the Licensee a notice served on or by any one or more of the persons comprising the Licensee is deemed served on or by all of the persons comprising the Licensee.

EXECUTED AS AN AGREEMENT

THE LICENSOR

EXECUTED by **ADELAIDE PRODUCE
MARKETS LIMITED ABN 49 008 129 566**

in accordance with Section 127 of the
Corporations Act 2001:

*Director/*Company Secretary

Director

Name of *Director/*Company Secretary
(BLOCK LETTERS)

*please delete as appropriate

Name of Director
(BLOCK LETTERS)

THE LICENSEE

SIGNED by the Licensee #1#

in the presence of:

Signature of Licensee

Signature of Witness _____

ANNEXURE
(Terms and Conditions of Sublicence)

1. The sublicensee must be:
 - 1.1 a Grower; and
 - 1.2 acknowledged by or on behalf of the Licensor to be a Grower.
2. The term of the sublicense must not exceed six (6) months.
3. The Licensee must not grant a sublicensee of the Licensed Area, where it has previously granted a sublicense (whether to the same or a different sublicensee) within the period of six (6) months immediately preceding the prior sublicense.
4. The grant of any sublicense shall not diminish or derogate from the liability of the Licensee to the Licensor for non performance or non observance of any of the terms and conditions of this Licence between the Licensor and the Licensee or any of the Licensee's duties or obligations under this Licence.
5. The sublicensee shall observe and perform all of the terms and conditions of this Licence and the duties and obligations of the Licensee under this Licence to the same extent and as if the sublicensee were the Licensee.
6. The Licensee shall not grant a sublicense while any area or stand within the "Growers' Pavilion" is not the subject of a Grower Licence Agreement issued by the Licensor.

SCHEDULE

LICENSEE: #1#

TRADING AS: #1A#

ITEM 1 Commencement Date of Licence

#4# 2007

ITEM 2 Expiry Date of Licence

#5#

ITEM 3 Licence Fee

#6# per annum plus GST (refer to clause 23) and subject to review (refer to clause 13)

ITEM 4 Licensed Area

Stand No. #2# in Building G being the Growers' Pavilion of the Market as shown on the attached Licensed Area plan #7#

ITEM 5 Licence Fee Review Dates

#8#

1 October 2008

1 October 2009

1 October 2010 and

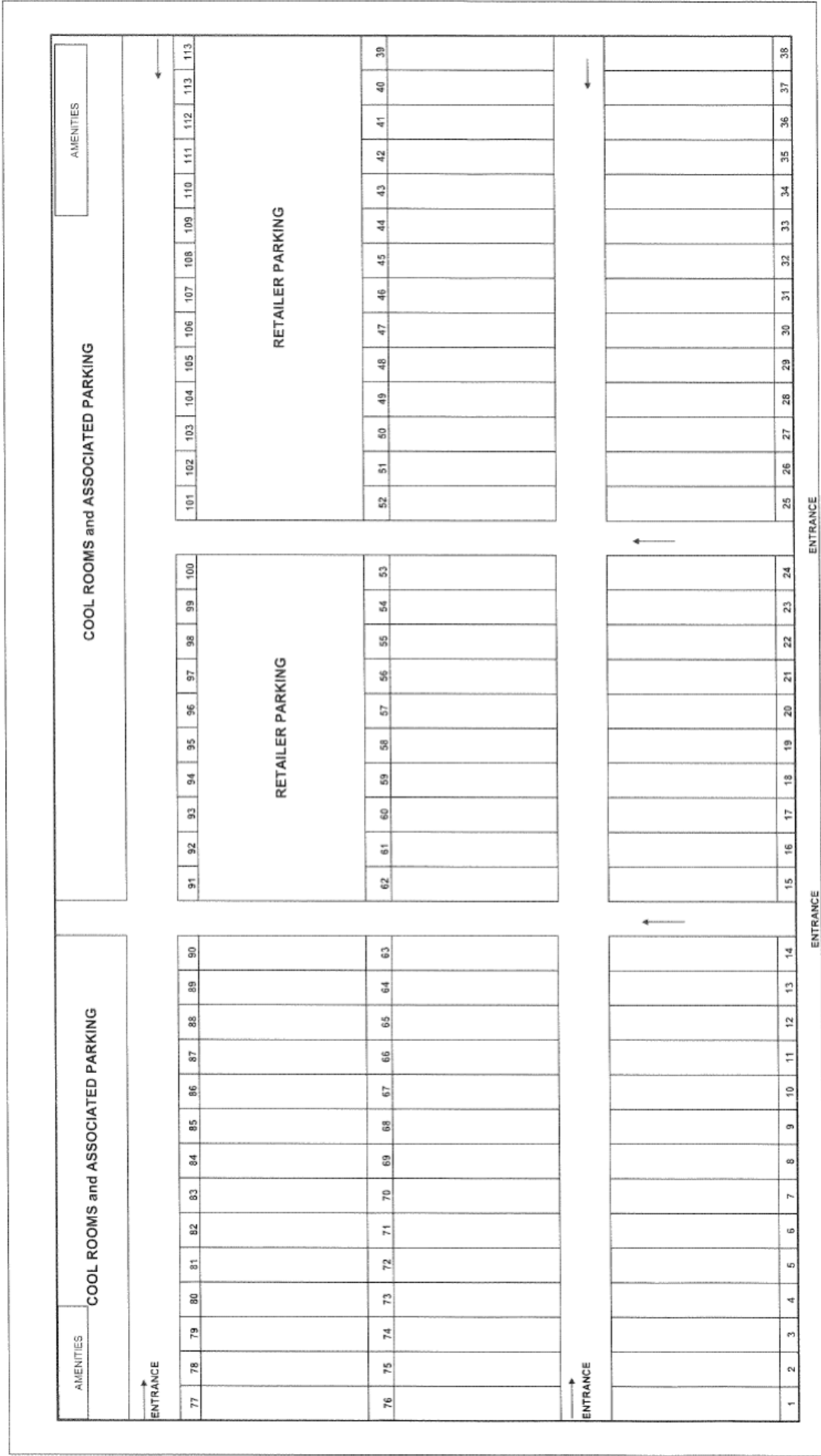
1 October 2011

ITEM 6 Early Termination Dates

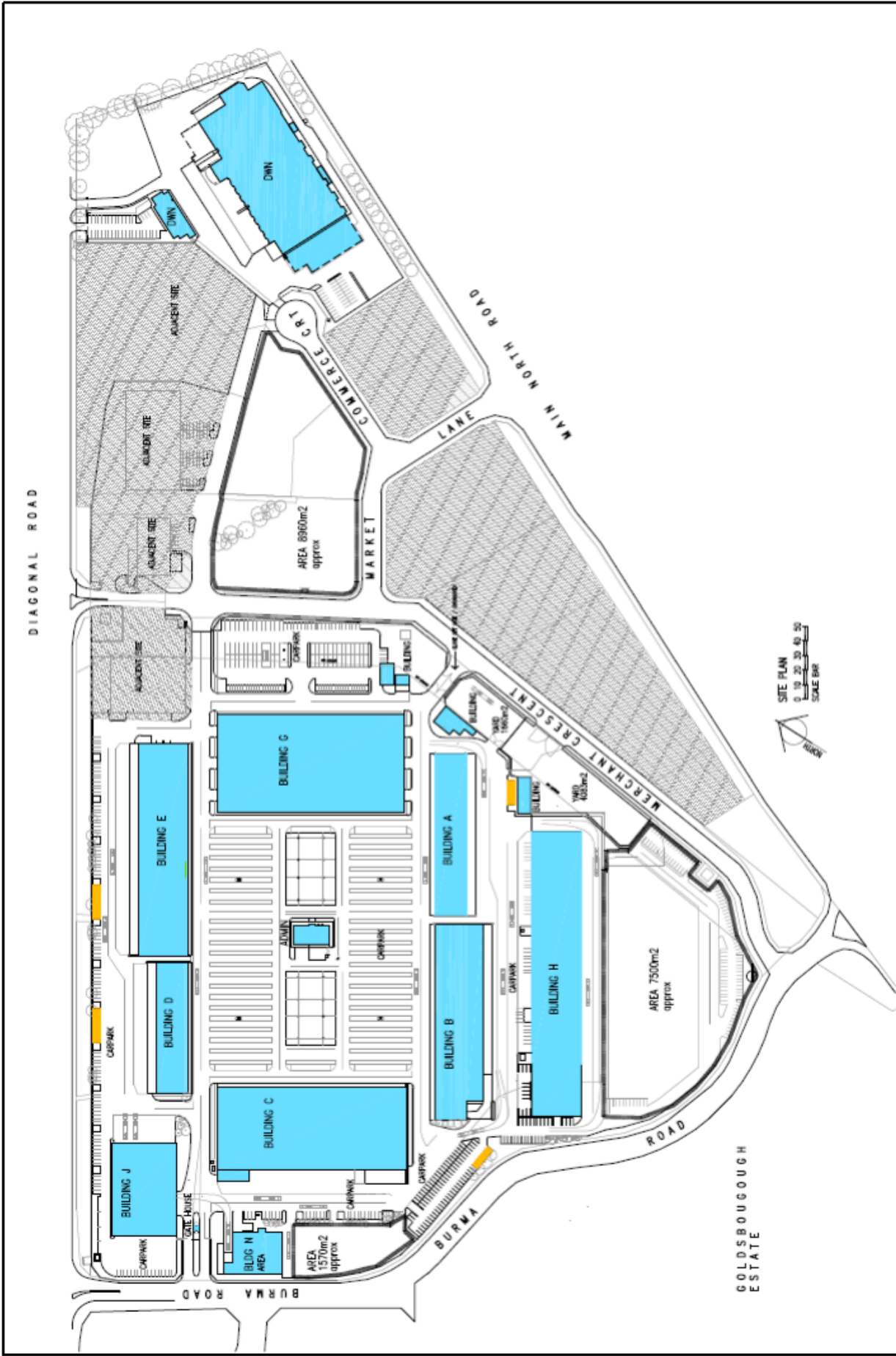
#9#

PLAN OF LICENSED AREA

ADELAIDE PRODUCE MARKETS - PLAN of BUILDING G (GROWERS PAVILION) - not to scale



PLAN OF MARKET



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Drawing Amendments
 No. 10/14

12 Kings William Street
 8001
 South Africa
 T 021 513 0299
 F 021 513 0299
 Email: info@studio9.com



NEW
 APM MASTER PLAN REDEVELOPMENT
 PROGRAM SA 026
 915-012-MP1

DATE: 18/08/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1:1000
 SHEET NO: 10/14
 PROJECT NO: 915-012-MP1