

THIS DEED made the 22 day of May 1998

BETWEEN ALPINE RESORTS COMMISSION of 36 Rutland Road, Box Hill Victoria, 3128 ("The Commission") of the one part EDELWEISS SKI CLUB OF AUSTRALIA INCORPORATED of 76 Victoria Crescent, Mont Albert, Victoria 3127 ("The Lessee") of the other part AND IS SUPPLEMENTAL to the Lease herein recited and shall form part of and be read and construed as one therewith.

WHEREAS

- A. By a Lease ("the Head Lease") dated the 22nd day of March, 1994 between ALPINE RESORTS COMMISSION ("the Commission") of the one part and the Lessee of the other part "the Commission" leased unto the Lessee all that parcel of land being Allotment 1 Section A within the Mt. Hotham Alpine Resort, Parish of Hotham, County of Bogong containing by admeasurement 1619 square metres or less respectively and being the land delineated and coloured yellow on the plan annexed to the Lease.
- B. Pursuant to the provisions of the Alpine Resorts (Management) Act 1997 the Mount Hotham Alpine Resort Management Board is the successor in law to the Commission and is substituted for the Commission in any Agreement.
- C. The Lease provides that the Lessee must carry out and substantially complete the connection of the Edelweiss Ski Club Lodge building to the Mt. Hotham sewerage system within two years of the commencement date of the lease ("the Lessee's sewerage connection requirement").
- D. The commencement date of the Lease is 1 November, 1993 and the due date for the Lessee's sewerage connection requirement is 1 November, 1995.
- E. By Deed dated 18 October, 1995 the Lessee's sewerage connection requirement was varied to 31 November, 1996.
- F. By Deed dated 20 March, 1996 the Lessee's sewerage connection requirement date was varied to 31 March, 1998.
- G. The parties hereto desire to further vary the Lease to amend the due date for the Lessee's sewerage connection requirement.

NOW THIS DEED WITNESSETH that in consideration of the recited premises the parties hereto covenant and agree as follows:

- 1. The First Schedule of the lease shall be amended as follows:

- (a) Delete Clause (ii) and replace it with the following;

"The Lessee must carry out and substantially complete the connection of the Edelweiss Ski Club Lodge building to the Mt. Hotham sewerage system by 31 March, 1999. (The Lessee's sewerage connection requirement");

- (b) Delete Clause (iii) and replace it with the following:

"If the Lessee does not carry out and substantially complete the Lessee's sewerage connection requirement as provided in (ii) then the lease shall at 31 March, 1999 immediately end."

2. The Lessee shall pay the Commission's legal and other costs, charges and expenses of and incidental to the procurement preparation execution and enforcement of this Deed and all Stamp Duty payable thereon.
3. Subject to the variations herein contained the Lease shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Agreement were incorporated therein.

IN WITNESS WHEREOF the parties have executed these presents the day and year first above written:

THE COMMON SEAL of
EDELWEISS SKI CLUB
OF AUSTRALIA INCORPORATED

in the presence of:

..... *[Signature]*

.....

)
)
)
)

Committee Member

Committee Member



SIGNED by the Chief Executive Officer
 for and on behalf of the **ALPINE RESORTS**
COMMISSION as its duly authorised delegate
 in the presence of:

[Signature]

)
)
)
)

[Signature]