

D2666



Victorian Government
Solicitor's Office

Deed of Variation of Lease

**Tim Holding MP, Minister for Finance, WorkCover and the
Transport Accident Commission for and on behalf of the
State of Victoria**

and

**Crown Melbourne Limited (formerly known as Crown
Casino Ltd) ACN 006 973 262**

Level 25	Tel +61 3 8684 0444
121 Exhibition Street	Fax +61 3 8684 0449
Melbourne Vic 3000	www.vgso.vic.gov.au
DX 300077 Melbourne	Ref: DTF 824268 CXA

Table of Contents

1.	Variation of Lease	1
2.	Confirmation of Lease	1
3.	Company's Warranty	1
	Schedule A Variations to Lease	3
	ANNEXURE A	7
	ANNEXURE B	8

Date 10th August

2010

**Tim Holding MP, Minister for Finance, WorkCover and the Transport
Accident Commission for and on behalf of the State of Victoria**
of 1 Treasury Place, East Melbourne Victoria 3002

(Minister)

and

Crown Melbourne Limited (formerly known as Crown Casino Ltd)
ACN 006 973 262
of 'Crown Towers', Level 3, 8 Whiteman Street, Southbank Victoria 3006

(Company)

Recitals

- A. By a lease dated 19 November 1993 made between the Minister and the Company for a term of 99 years the Minister leased to the Company the Site, being part of Crown Allotment 2324 (formerly 58D) and Crown Allotment 2323 (formerly 58E), County of Bourke, Parish of Melbourne South, City of South Melbourne, (Lease) on the terms and conditions set out in the Lease.
- B. The Minister and the Company have agreed to vary the Lease on the terms set out in this Deed.
- C. This Deed is supplemental to the Lease.

Agreed terms

1. Variation of Lease

- 1.1 The Minister and the Company agree that the Lease is varied as set out in the Schedule A of this Deed with effect from 6 August 2010 (**Effective Date**).
- 1.2 Except as varied under clause 1.1, the Minister and the Company confirm that the terms of the Lease remain unchanged.

2. Confirmation of Lease

- 2.1 The Minister and the Company confirm the Lease as varied by this Deed.
- 2.2 The Minister and the Company must each perform and observe all the covenants and conditions contained or implied in the Lease (as varied by this Deed) expressed as fully and effectively as if the covenants and conditions were repeated herein.

3. Company's Warranty

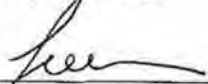
- 3.1 The Company represents and warrants to the Minister that it has the full power to enter into and comply with its obligations under this Deed and the Lease.

Lease

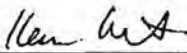
Page 2

Signing page**Signed/Executed as a deed.**

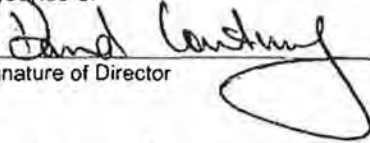
Signed by, for and on behalf of The Honourable Tim Holding MP, Minister for Finance, WorkCover and the Transport Accident Commission on behalf of The State of Victoria in the presence of:


 Signature of Witness


Louise Coulson
 Name of Witness (block letters)


 Name of Delegate

Executed by **Crown Melbourne Limited** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) in the presence of


 Signature of Director

DAVID COURTNEY
 Name of Director (print)


 Signature of ~~Director~~ Secretary

(delete as applicable)

DEBRA TEGONI
 Name of Director/Secretary

Schedule A Variations to Lease

1. The Minister and the Company agree to vary the Lease with effect from the Effective Date as set out below.
- 1.1 The following definitions are inserted in Part 1, Definitions:
 - (a) **Agency** includes any government, local government, statutory, public or similar person, agency, instrumentality or body.
 - (b) **Breach** means an act or omission, whether intentional or otherwise, which contravenes any of the terms or conditions of the Lease.
 - (c) **Community Event** means for the purposes of clauses 23.3.1 to 23.3.3, an occasional event, including annual recurring events, of a temporary nature and duration relating to, and of, cultural, sporting or community significance or benefit and which event is either open to the general public or by invitation only, but ensuring that the Public Access Promenade remains open and accessible to the general public in satisfaction of Site Conditions (A) requirements.
 - (d) **Community Event Installations** includes items such as portable or temporary public seating and tables, umbrellas, terraces, facades, canopies, marquees, tents or other forms of shelter used in relation to a Community Event.
 - (e) **Cost** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature.
 - (f) **Existing Reserved Area Structures** means the structures, comprising of a combination of solid structures and terraced areas built within the former Crown Allotment 58D and now contained within Crown Allotment 2323.
 - (g) **GST** means the Goods and Services Tax as defined in the GST Act.
 - (h) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
 - (i) **Law** means:
 - (i) principles of law or equity established by decisions of courts within the Commonwealth of Australia;
 - (ii) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or an Agency;
 - (iii) the Constitution of the Commonwealth;
 - (iv) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or an Agency which have the force of law; and
 - (v) guidelines of the Commonwealth, the State of Victoria or an Agency which have the force of law.
 - (j) **Minister** means the Minister for Finance for and on behalf of the State of Victoria.

- (k) **New Allotment 2324 Line** means the line shown in bold on the Plan of Site separating Crown Allotments 2323 and 2324.
- (l) **Permitted Portable Structures** means the portable structures such as planter boxes, portable public seating, menu boards and signage in the Public Access Promenade, as shown marked on the Permitted Portable Structures Plan.
- (m) **Permitted Portable Structures Plan** means the plan annexed at Schedule Eight.
- (n) **Plan of Site** means the plan annexed at Schedule Four.
- (o) **Public Access Promenade** means the land contained within Crown Allotment 2324, Parish of Melbourne South (Part of former Crown Allotment 58D).
- (p) **Supplier** means the party who gives a *taxable supply* under this Lease (where the expression in italics has the meaning given in the GST Act).
2. 'Crown Allotment 58D' is replaced with 'Crown Allotment 2324' wherever it appears in the Lease.
3. 'Crown Allotment 58E' is replaced with 'Crown Allotment 2323' wherever it appears in the Lease.
4. The Plan of Site annexed to Schedule Four of the Lease is removed and is replaced by the plan, **OP 122831B** that is annexed as Annexure A to this Deed. For the sake of clarity, plan **OP 122831B** will constitute the Plan of Site with effect from the Effective Date.
5. A new Schedule Eight is inserted in the Lease. The Permitted Portable Structures Plan annexed as Annexure B to this Deed forms Schedule Eight of the Lease.
6. A new clause 22 is inserted as follows:
- 22. GST**
- 22.1 In this clause, expressions set out in italics have the same meaning as those expressions in the GST Act.
- 22.2 An amount payable under this Lease by a party to the other party, in respect of a *supply* which is a *taxable supply*, represents the GST exclusive value of the *supply*.
- 22.3 The party who receives a *taxable supply* under this Lease from the Supplier must, upon receipt of a *tax invoice* from the Supplier, pay GST to the Supplier in addition to the GST exclusive value of the *supply*.
- 22.4 Any penalty or interest payable as a result of late payment of any GST payable under this Lease is payable by the party who is the cause of the late payment.
- 22.6 If the Supplier is entitled to an *input tax credit* for any GST recoverable from the other party under this Lease, the amount of GST payable by the other party is to be reduced by the amount of the *input tax credit* which the Supplier has received or is entitled to receive.

7. A new clause 23 is inserted as follows:

23 Crown Allotment 2324

23.1 The Company acknowledges that Site Conditions (A) apply to the Public Access Promenade.

23.2 Except for the Permitted Portable Structures, the Company must not within the Public Access Promenade:

- (a) construct or install, or permit any person to construct or install any structures, whether of a permanent or temporary nature; or
- (b) place or permit any restaurant operator, business operator, sub-tenant or any other person to place, portable structures, such as planter boxes, portable public seating, menu boards or any other form of advertisement, umbrellas, canopies or any other form of shelter at anytime.

23.3 Community Event

23.3.1 Notwithstanding anything contained in clauses 23.2 and 23.5, the Company may, after first giving written notice to the Minister of a Community Event in accordance with clause 23.3.2, place Community Event Installations temporarily for the Community Event in the Public Access Promenade.

23.3.2 For the purposes of notifying the Minister, the Company must provide the Minister with:

- (a) not less than two weeks notice of the Community Event and the following details regarding the proposed Community Event:
 - (i) the name and nature of the Community Event;
 - (ii) the expected duration of the Community Event, including the expected date and time and start and end of the Community Event respectively; and
 - (iii) copies of any necessary approvals and permits from any relevant Agencies required for the holding of the Community Event upon their receipt by the Company.

23.3.3 At the end of the Community Event the Company must in a timely manner:

- (a) procure the removal all Community Event Installations; and
- (b) restore the Public Access Promenade to a state and condition consistent with Site Condition (A) requirements applicable to the Crown Allotment 2324.

23.4 The Company must remove the Permitted Portable Structures, and make good any damage caused by such removal, by 26 February 2011. Failure to do so will constitute a Breach.

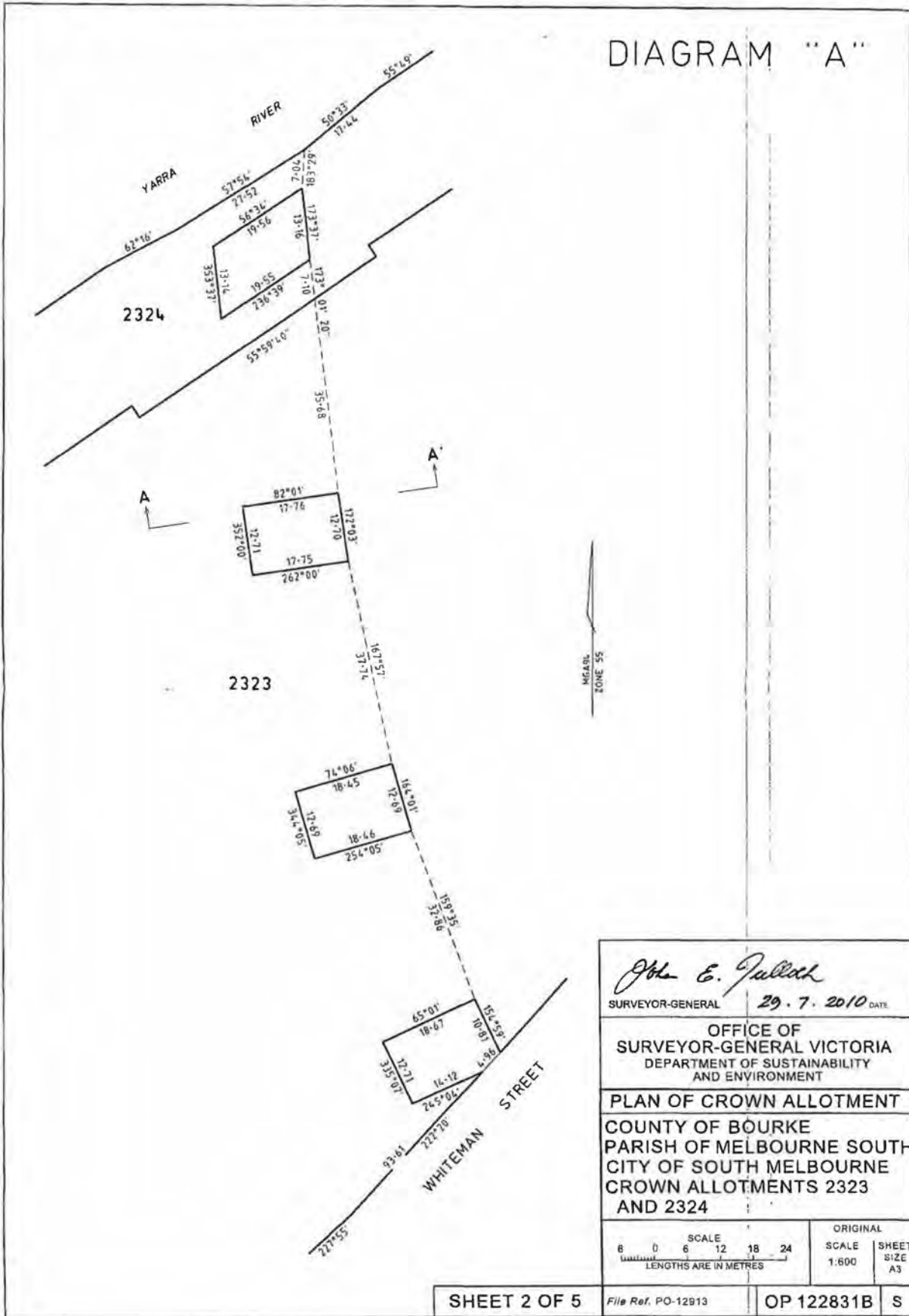
- 23.5 For the sake of clarity, with effect from 26 February 2011, the Company must not, and must not permit any person to place in the Public Access Promenade any:
- (a) planter boxes;
 - (b) portable public seating, or
 - (c) menu boards or any other form of advertisement, umbrellas, canopies or any other form of shelter.
- 23.6 The Company acknowledges that clauses 7.9 to 7.12 (inclusive) apply with respect to the Permitted Portable Structures.
- 23.7 The Company acknowledges some of the Existing Reserved Area Structures were constructed or installed without the consent of the Minister, and in contravention of Site Conditions (A) (**Allowable ERAS**).
- 23.8 Although the Minister did not consent to the construction or the installation of the Allowable ERAS, the Minister agrees that he will not:
- (a) for practical reasons, require the Company to remove the Allowable ERAS now contained within Crown Allotment 2323;
 - (b) treat the Allowable ERAS as a Breach of the Lease; or
 - (c) at any time seek any rectification, compensation, damages or costs from the Company for the Allowable ERAS.

Exterior Alterations

- 23.9 At the same time the Company makes application for any approval required from relevant Agencies under the Planning and Environment Act 1987 for and in relation to any proposed alteration to or construction of any proposed alterations of the exterior of any buildings or structures located within 8 metres of the New Allotment 2324 Line (Exterior Alterations), the Company must provide to the Minister a copy of such application together with all related plans, specifications and drawings.
- 23.10 The Company must not allow any part of any new building to encroach into the Public Access Promenade.
8. A new clause 24 is inserted as follows:
- 24 No variation to New Allotment 2324 Line**
- 24.1 The Parties acknowledge that it is their present intention not to make any future amendments to the Public Access Promenade which would result in a reduction in the land set aside for the purposes of Site Conditions A.

ANNEXURE A

DIAGRAM "A"

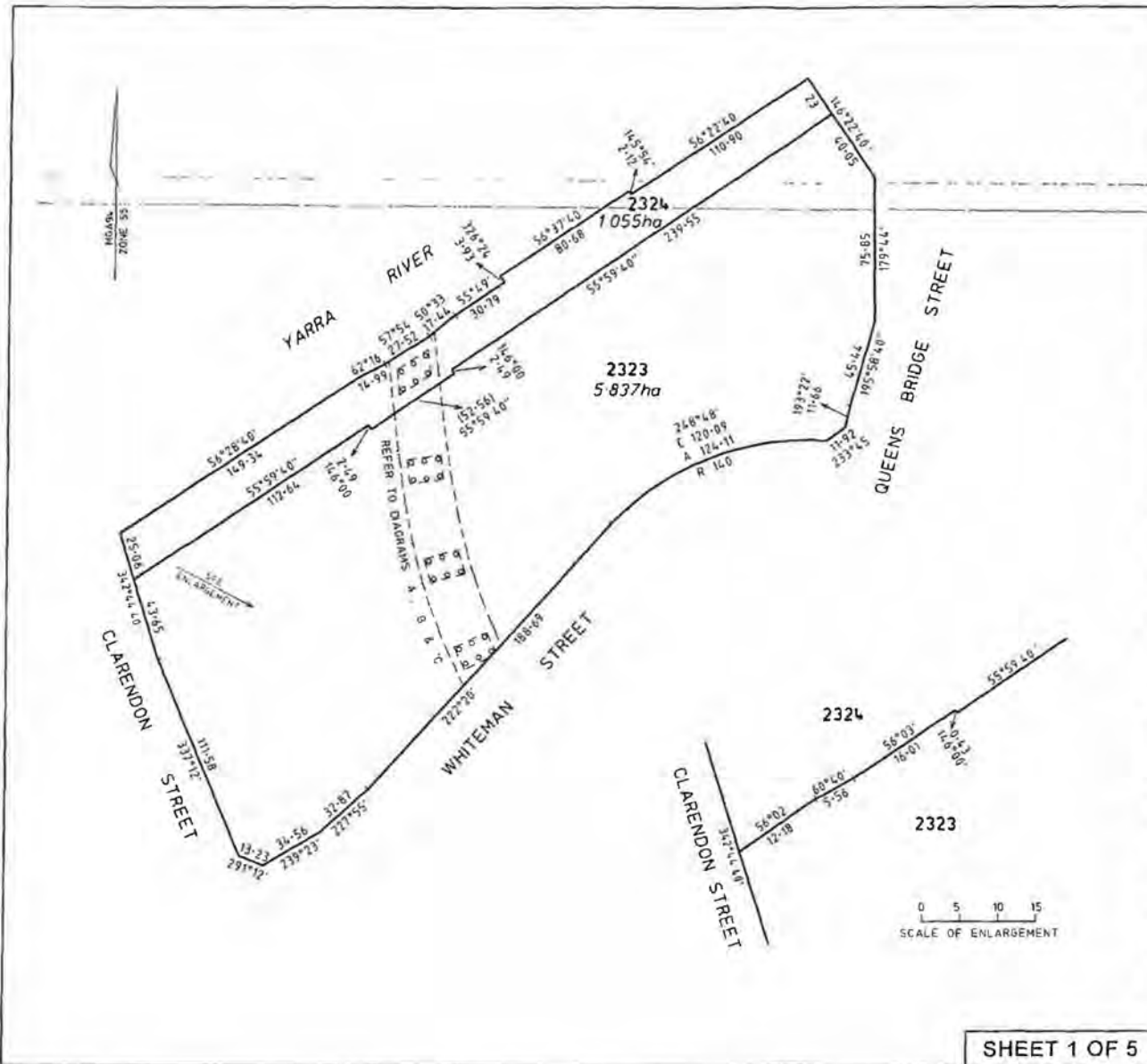


John E. Jullich
 SURVEYOR-GENERAL 29.7.2010 DATE

OFFICE OF
 SURVEYOR-GENERAL VICTORIA
 DEPARTMENT OF SUSTAINABILITY
 AND ENVIRONMENT

PLAN OF CROWN ALLOTMENT
 COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE
 CROWN ALLOTMENTS 2323
 AND 2324

6	0	6	12	18	24
LENGTHS ARE IN METRES					
SCALE				ORIGINAL	SHEET
1:600				SCALE	SIZE
				1:600	A3



NOTATIONS

Crown allotments 2323 and 2324 occupy a stratum of Crown land within the meaning of the Land Act 1958, with a lower boundary of reduced level minus 60 metres on the Australian Height Datum, and an upper boundary of reduced level 200 metres on the Australian Height Datum, except for

(a) those parts within the continuous thick lines on diagram "A" and that portion of section A - A', where the lower boundary for each part is reduced level minus 60 metres on the Australian Height Datum and the upper boundary in any vertical cross section for each part is parallel to and 0.05 metres above and square off the top of the pile cross head beams, and

(b) those parts shown hatched on diagram "B" and that portion of section A - A', where the lower boundary in any vertical cross section for each part is parallel to and 0.05 metres above and square off the top of the pile cross head beams and the upper boundary for each part in any vertical cross section is parallel to and 2 metres below and square off the underside of the lowest steel beam or beams which support the bridge pavement, (the boundaries described in this paragraph are coincident with those described in paragraphs (a) above and (c) below), and

(c) that part within the continuous thick lines on diagram "C" and that portion of section A - A', where the upper boundary in any vertical cross section is parallel to and 5 metres above and square off the highest point of the bridge pavement and the lower boundary in any vertical cross section is parallel to and 2 metres below and square off the underside of the lowest steel beam or beams which support the bridge pavement.

In the above text, the terms pile cross head beam, steel beam, and bridge pavement, refer to the components illustrated as such in section A - A'.

This plan supersedes OP122831A

Prepared from VDP, M333(31), OP112471, OP122831A AND ABSTRACT OF FIELD RECORDS BY PETER WILLIAMS L S DATED 29/07/2010

Examined V CASSAR 29/07/2010

John E. Fullard
 SURVEYOR-GENERAL 29.7.2010 DATE

OFFICE OF
 SURVEYOR-GENERAL VICTORIA
 DEPARTMENT OF SUSTAINABILITY
 AND ENVIRONMENT

PLAN OF CROWN ALLOTMENT
 COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE
 CROWN ALLOTMENTS 2323
 AND 2324

SCALE		ORIGINAL	
20	0	SCALE	SHEET
20	40	1,2000	SIZE
60	80		A3
LENGTHS ARE IN METRES			

DIAGRAM "B"

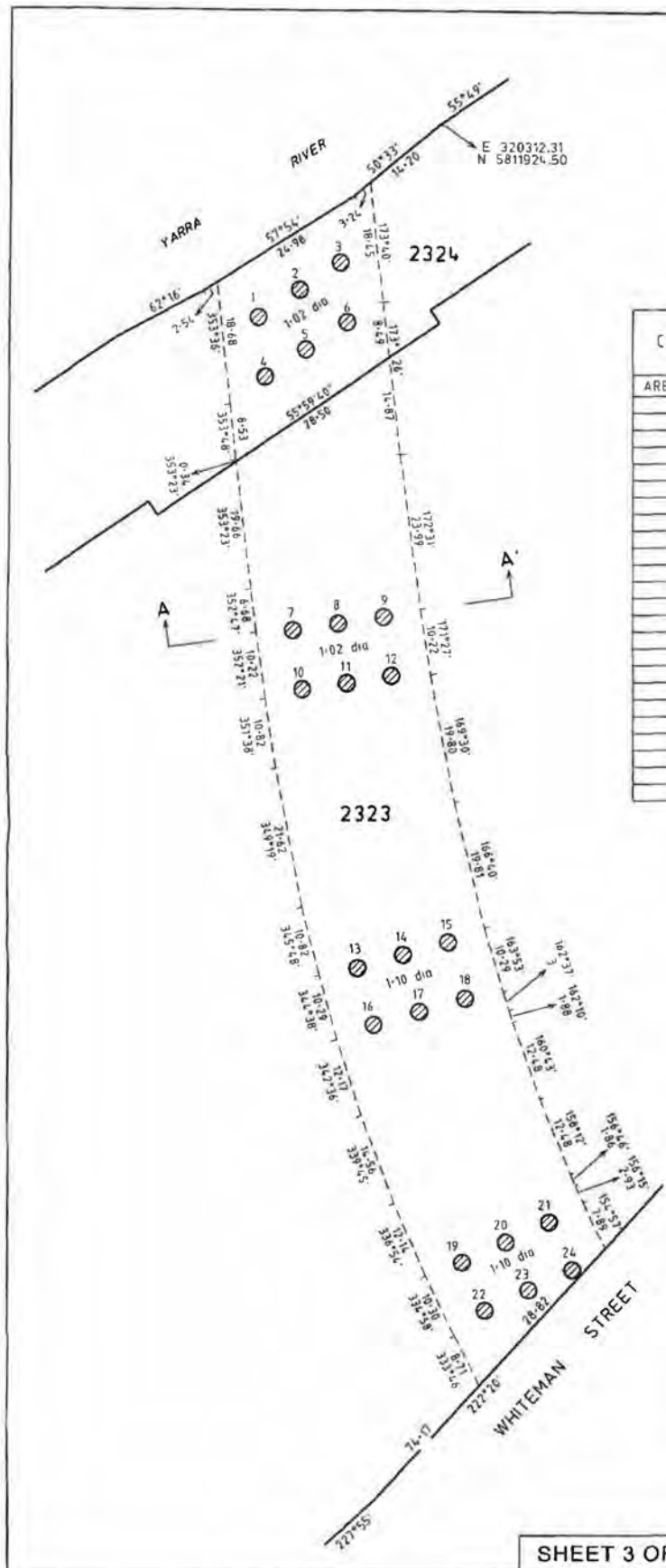


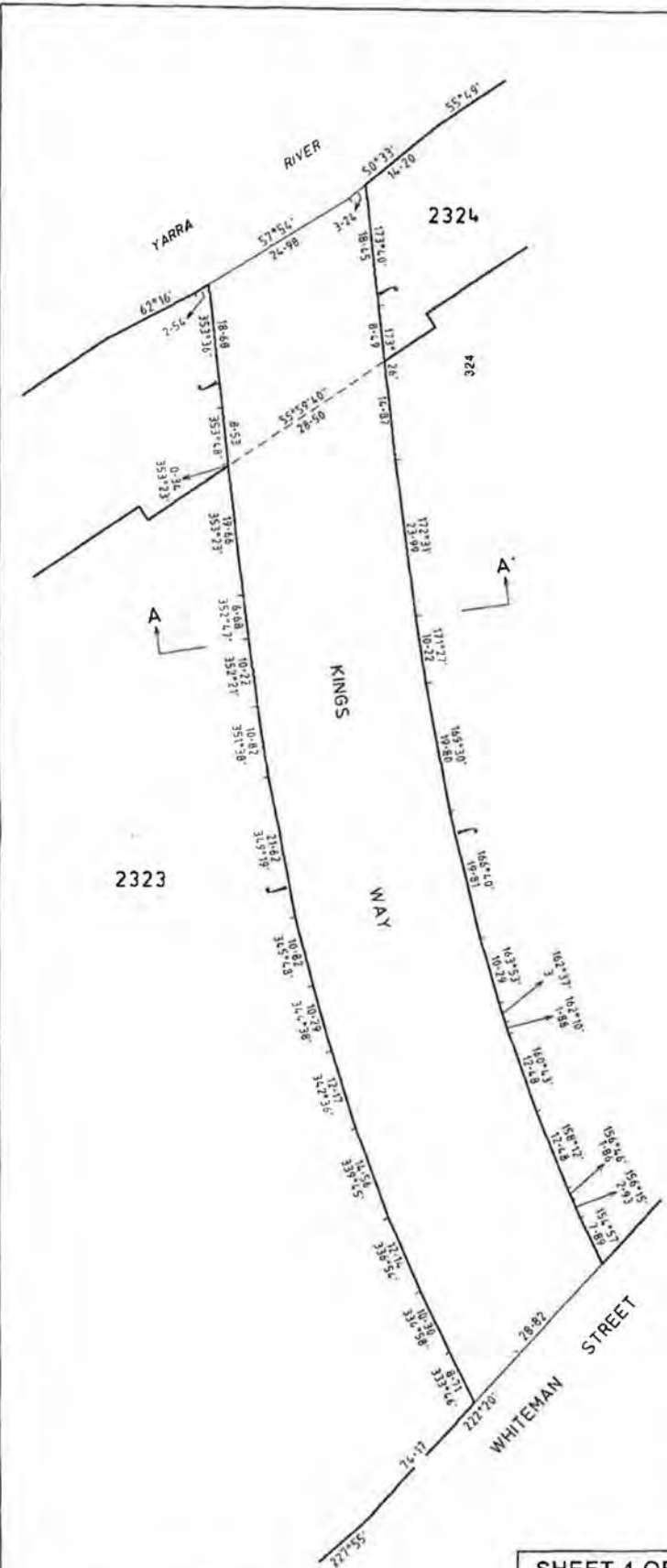
TABLE OF COORDINATES OF CENTRES & DIAMETERS OF HATCHED AREAS MGA94 ZONE 55

AREA No	EASTING	NORTHING	DIAMETERS
1	320284.10	5811894.80	1-02
2	320290.50	5811899.00	1-02
3	320296.85	5811903.20	1-02
4	320285.10	5811885.70	1-02
5	320291.50	5811889.90	1-02
6	320297.85	5811894.10	1-02
7	320289.65	5811884.85	1-02
8	320296.55	5811887.85	1-02
9	320303.45	5811888.80	1-02
10	320290.90	5811837.80	1-02
11	320297.80	5811838.80	1-02
12	320304.70	5811839.75	1-02
13	320299.30	5811795.10	1-10
14	320306.35	5811797.10	1-10
15	320313.35	5811799.10	1-10
16	320301.80	5811786.30	1-10
17	320308.85	5811788.35	1-10
18	320315.90	5811790.35	1-10
19	320315.25	5811749.65	1-10
20	320321.95	5811752.80	1-10
21	320328.70	5811755.95	1-10
22	320319.10	5811741.35	1-10
23	320325.80	5811744.50	1-10
24	320332.55	5811747.65	1-10

John E. Jellard
 SURVEYOR-GENERAL 29.7.2010 DATE
 OFFICE OF SURVEYOR-GENERAL VICTORIA
 DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT
 PLAN OF CROWN ALLOTMENT
 COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE
 CROWN ALLOTMENTS 2323 AND 2324

SCALE
 0 6 12 18 24
 LENGTHS ARE IN METRES
 ORIGINAL SCALE 1:600 SHEET SIZE A3

DIAGRAM "C"



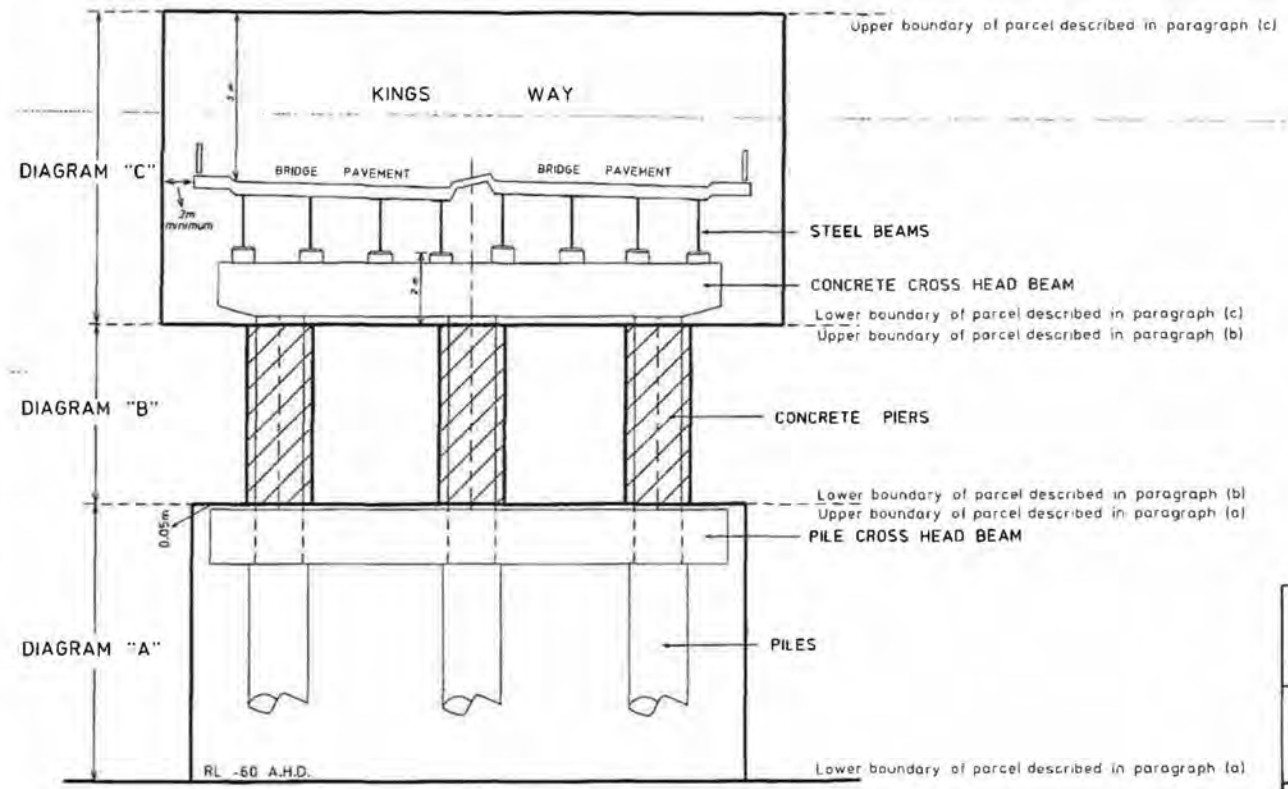
MGAB
ZONE 55

John E. Jalloch
 SURVEYOR-GENERAL 29. 7. 2010 DATE

OFFICE OF
 SURVEYOR-GENERAL VICTORIA
 DEPARTMENT OF SUSTAINABILITY
 AND ENVIRONMENT

PLAN OF CROWN ALLOTMENT
 COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE
 CROWN ALLOTMENTS 2323
 AND 2324

SCALE		ORIGINAL	
6	0	SCALE	SHEET
6	12	1:600	SIZE
18	24		A3
LENGTHS ARE IN METRES			



SECTION A-A'
VERTICAL CROSS SECTION
NOT TO SCALE

John E. Fullock
SURVEYOR-GENERAL 29.7.2010 DATE

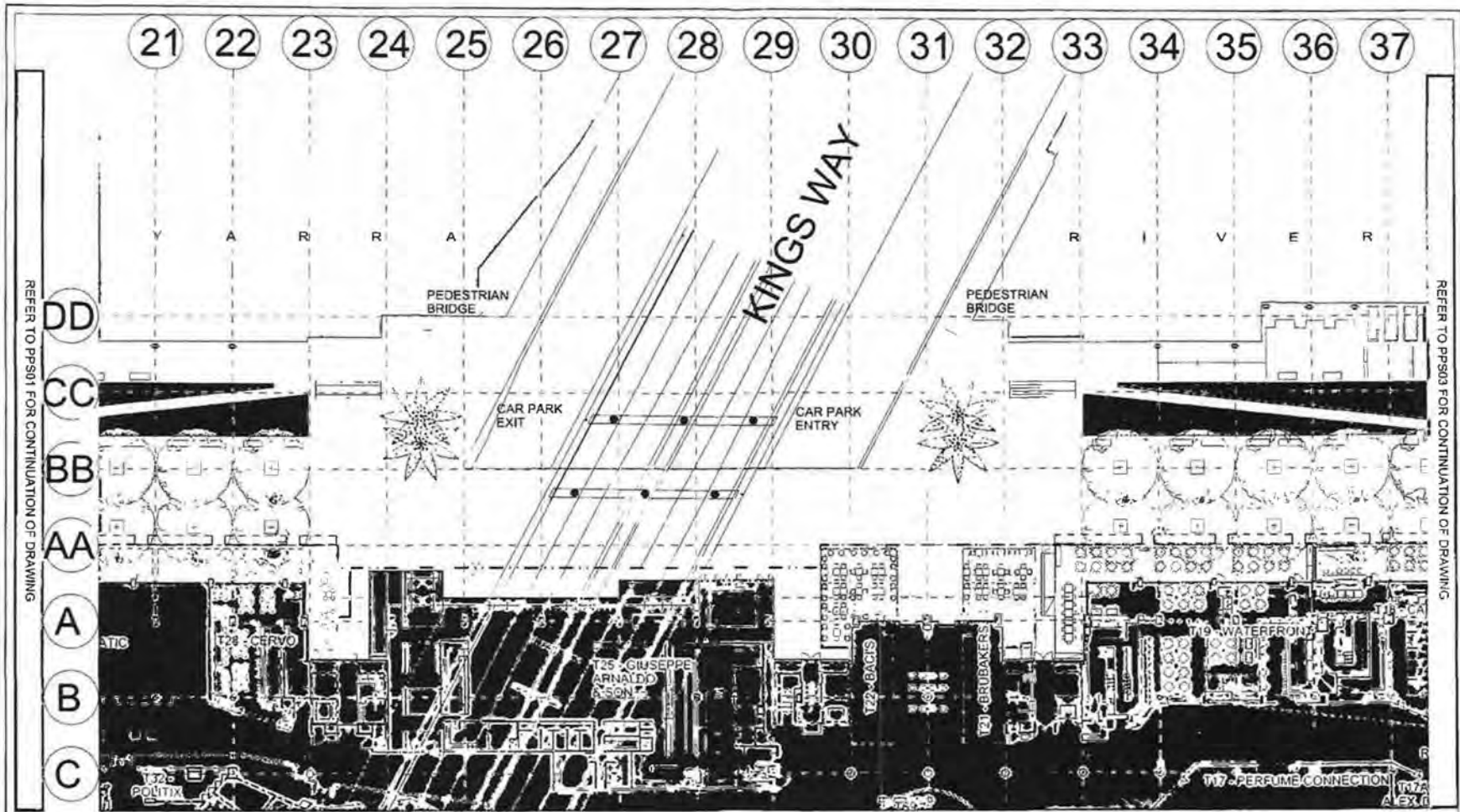
OFFICE OF
SURVEYOR-GENERAL VICTORIA
DEPARTMENT OF SUSTAINABILITY
AND ENVIRONMENT

PLAN OF CROWN ALLOTMENT
COUNTY OF BOURKE
PARISH OF MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE
CROWN ALLOTMENTS 2323
AND 2324

SCALE 0 6 12 18 24 LENGTHS ARE IN METRES		ORIGINAL SCALE 1:500	SHEET SIZE A3
--	--	----------------------------	---------------------

SHEET 5 OF 5 File Ref. PO-12913 OP 122831B S

ANNEXURE B



REFER TO PPS01 FOR CONTINUATION OF DRAWING

REFER TO PPS03 FOR CONTINUATION OF DRAWING

DD
CC
BB
AA
A
B
C

21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37

YARRA R I V E R KINGS WAY R I V E R



- LEGEND**
- YARRA RIVER
 - GRASS
 - TREES
 - EXISTING TERRACE
 - ALLOTMENT LINE
 - CROWN COMPLEX
 - PORTABLE STRUCTURES + MENU STANDS

NO.	REVISIONS	DATE



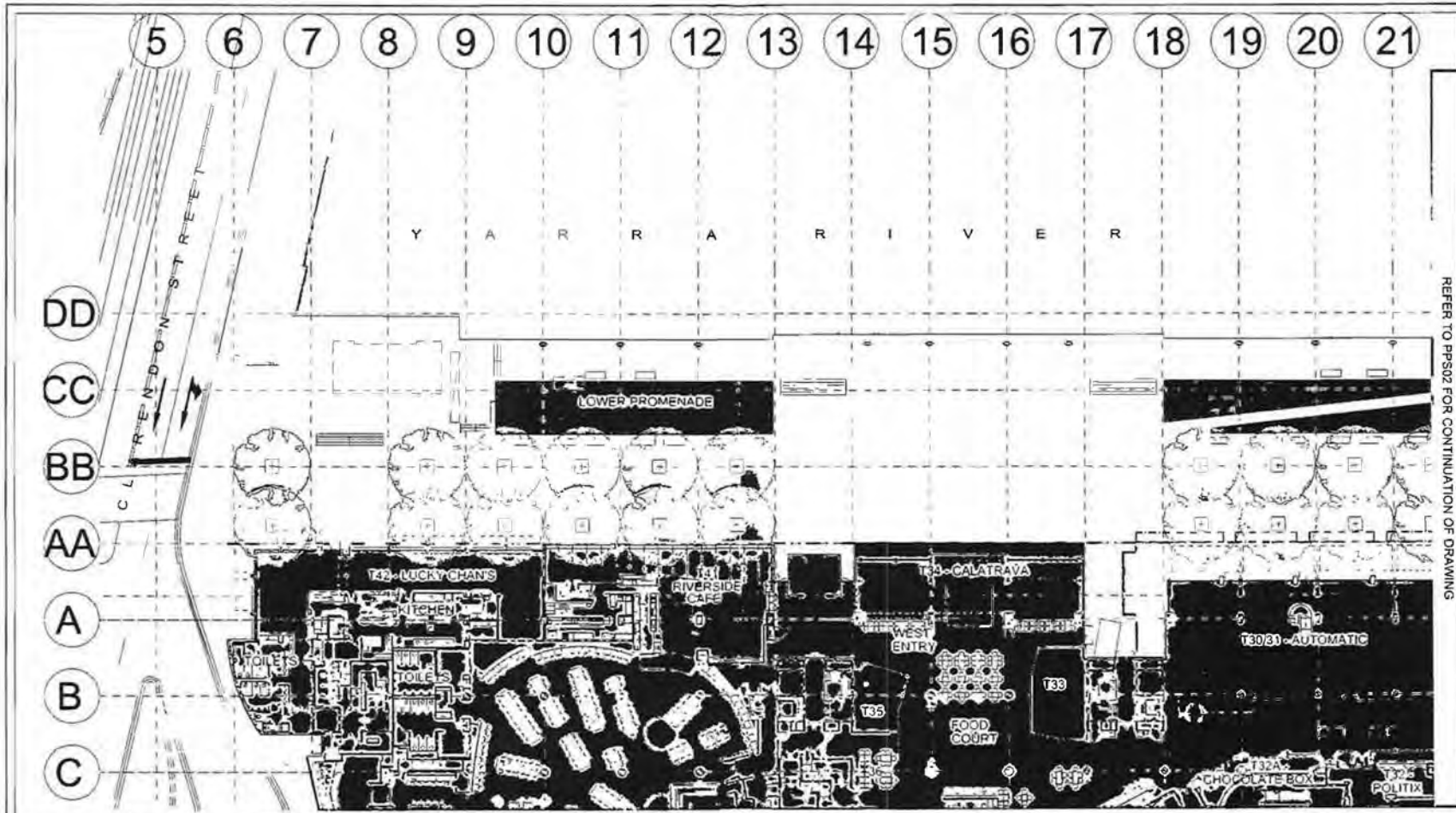
Crown Projects Office
Crown Lane 80 3174/3175 Corner Seagrams 808
Tel: 03 9594 9300 Fax: 03 9594 9301

PERMITTED PORTABLE STRUCTURES PLAN

Drawn By: M1 Date: 25/10/2014
 PPS No: 2 Project Name: Crown Projects Office
 Scale: 1:1000 (1:1000) Drawn By: M1

MAIN COMPLEX - ZONE 2 GROUND FLOOR SITE PLAN CENTRAL WEST (2 of 4)

Project Number: Drawn/Checked/Reviewed: M1/P1/S1
 PPS02 B



REFER TO PPS02 FOR CONTINUATION OF DRAWING



LEGEND

	YARRA RIVER		ALLOTMENT LINE
	GRASS		CROWN COMPLEX
	TREES		PORTABLE STRUCTURES + MENU STANDS
	EXISTING TERRACE		

No.	Description	Date

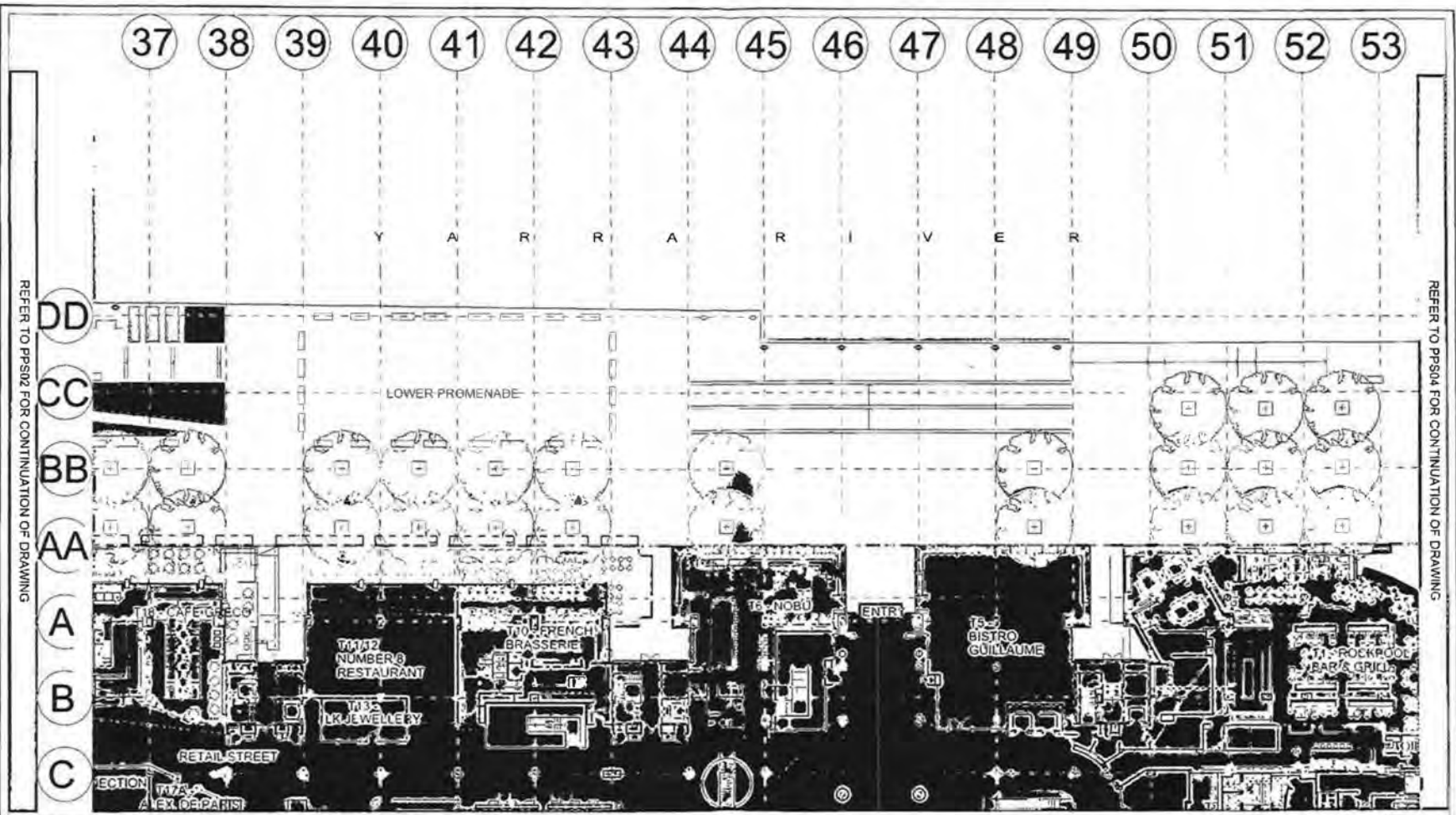
Revisions



Crown Projects Office
 Crown Projects Office
 21 St. James Place, Melbourne 3000
 Telephone: 03 9250 7115 Fax: 03 9250 8691

PERMITTED PORTABLE STRUCTURES PLAN

DATE: 11/11
 DRAWN: J.M.
 CHECKED: J.M.
 PROJECT: MAIN COMPLEX - ZONE 1
 MAIN COMPLEX - ZONE 1
 GROUND FLOOR SITE PLAN
 WEST END (1 of 4)
 Project Number: PPS01 Drawing Number: B



REFER TO PPS02 FOR CONTINUATION OF DRAWING

REFER TO PPS04 FOR CONTINUATION OF DRAWING



Key Plan

LEGEND

	YARRA RIVER		ALLOTMENT LINE
	GRASS		CROWN COMPLEX
	TREES		PORTABLE STRUCTURES - MCHU STANDS
	EXISTING TERRACE		

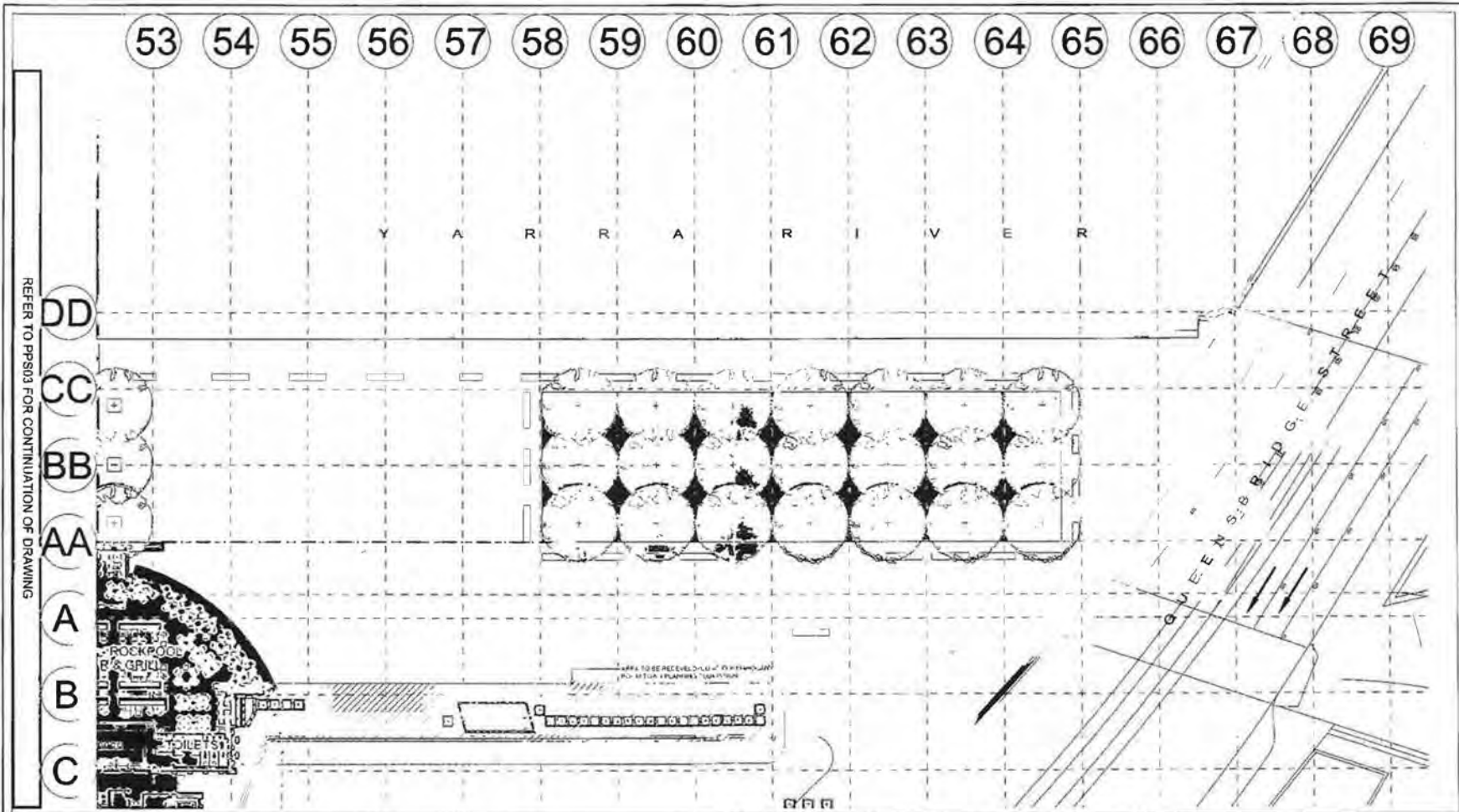
NO.	DATE	DESCRIPTION



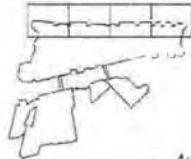
Crown Projects Office
 Crown Limited, Level 19, 100 Market Street, Melbourne, VIC 3000
 Telephone: (03) 4399 1111 Fax: (03) 4399 2000

PERMITTED PORTABLE STRUCTURES PLAN

Drawn By: APJ Date: 21/03/2010
 Project: MAIN COMPLEX - ZONE 3 GROUND FLOOR SITE PLAN CENTRAL EAST (3 of 4)
 Scale: 1:1000
 Project Number: Drawing Number: Revision: PPS03 B



REFER TO PPS03 FOR CONTINUATION OF DRAWING



Key Plan

LEGEND

- YARRA RIVER
- ALLOTMENT LINE
- GRASS
- CROWN COMPLEX
- TREES
- PORTABLE STRUCTURES - MENU STANDS
- EXISTING TERRACE

No.	Description	Date



Crown Projects Office
 Crown Limited & Melbourne Street Securities 2008
 Telephone (03) 5212 7275 Fax (03) 5212 9895

PERMITTED PORTABLE STRUCTURES PLAN

Drawn By: MT Date: 23/05/2010
 PPS03
 Title: 1:200 @ A111 400 @ A3
 D: 4
**MAIN COMPLEX - ZONE 4
 GROUND FLOOR SITE PLAN
 EAST END (4 of 4)**
 Project Number: Drawn Number: Revision:
 PPS04 B