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/ 178**COMMERCIAL IN CONFIDENCE**

DATED 19 NOVEMBER 1993

Vol 1212 Fol 436

J. Bradley
Assistant Registrar of Titles

THE MINISTER FOR FINANCE
of the STATE OF VICTORIA
on behalf of
HER MAJESTY QUEEN ELIZABETH II
('Minister')

- and -

CROWN CASINO LTD.
ACN 006 973 262
('Company')

MELBOURNE CASINO PROJECT

CROWN LEASE
- MELBOURNE CASINO SITE -

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IMPROVEMENTS TO REVERT

MELBOURNE CASINO PROJECT
CROWN LEASE

NOT CHARGEABLE

STAMP DUTY

24 NOV 1993

Entered in Register Book, Vol 1212 Folio 436

STATE REVENUE OFFICE
VICTORIA*J. Broadley*
Assistant Registrar of Titles

DEED dated 19 NOVEMBER 1993

BETWEEN THE MINISTER FOR FINANCE of the STATE OF VICTORIA on behalf of HER MAJESTY QUEEN ELIZABETH II ('Minister')

AND CROWN CASINO LTD. ACN 006 973 262 of Hudson Conway House, 311 Glenferrie Road, Malvern, Victoria ('Company')

RECITAL

The Minister agrees to lease the Site to the Company on the terms and conditions set out in this document.

DEED

PART 1 - DEFINITIONS

In this document, unless the context otherwise requires or a contrary intention appears, terms defined in the *Casino Control Act* have the same meanings and the following terms have the meanings indicated if they start with a capital letter:

'Agreement Act' means the Bill referred to in clause 3.2 of the Management Agreement when that Bill is passed and comes into operation as an Act of Parliament;

'Authority' means the Victorian Casino Control Authority;

'Business Day' means a day (other than a Saturday or Sunday) on which banks (as defined in the *Banking Act 1959* (Commonwealth)) are generally open for business in Melbourne;

'Casino Agreement' means the agreement between the Authority and the Company providing, among other things, for the grant of the Casino Licence;

'Casino Control Act' means the *Casino Control Act 1991* (Victoria), as amended;'Casino Licence' means a casino licence as defined in the *Casino Control Act* in relation, among other things, to the Melbourne Casino in the form of the licence set out in Schedule One to the Casino Agreement;

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'Commencement Date' means the Licensing Date;

'Company' means Crown Casino Ltd. ACN 006 973 262 of Hudson Conway House, 311 Glenferrie Road, Malvern, Victoria;

'Completion' means the completion of the construction of and the fit-out of the Melbourne Casino Complex in compliance with the completion standards determined pursuant to the Casino Agreement, and 'Complete' and 'Completed' have corresponding meanings;

'Default Rate' means the rate set under the *Penalty Interest Rates Act 1983* (Victoria) plus 2 per cent as at the date of any default;

'Drawings' means the plans, designs and working drawings relating to the Melbourne Casino Complex provided by the Company to the Authority and described in Schedule Two of the Management Agreement;

'Encumbrance' means a mortgage, charge, pledge, lien, assignment, hypothecation, retention of title (other than a retention of title in respect of trading stock), or any other right (including, without limitation, under a trust, agency, hire purchase, sale and repurchase, sale and leaseback or flawed asset arrangement) of a creditor to have its claims satisfied prior to other creditors with, or from the proceeds of or by recourse to any asset and includes any agreement, arrangement or document conferring such a right or having substantially the same economic effect;

'Her Majesty' includes the heirs and successors of Her Majesty Queen Elizabeth II;

'Licensing Date' means the date which is 2 Business Days after the date on which all of the conditions precedent set out in clause 5.1 of the Casino Agreement are satisfied;

'Management Agreement' means the agreement between the Minister of the Crown for the time being administering the *Casino Control Act*, acting for and on behalf of the State of Victoria, and the Company pursuant to section 15 of the *Casino Control Act*;

'Master Security Agreement' means the agreement between the Minister of the Crown for the time being administering the *Casino Control Act*, the Company and others relating, among other things, to the priority of Encumbrances given by the Company;

'Melbourne Casino' means those areas identified in the Drawings as the areas which constitute a casino and includes the areas in which money counting, surveillance,

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storage and other activities related to the conduct and playing of games are carried on;

'Melbourne Casino Complex' means the Melbourne Casino and ancillary facilities to be constructed on or located within the Site in accordance with the provisions of the Management Agreement and the Casino Agreement;

'Melbourne Casino Complex Development Proposals' means the proposals of the Company in relation to the construction, development and establishment of the Melbourne Casino Complex as described in the Casino Agreement;

'Permitted Encumbrance' means an encumbrance of the kind permitted to be created by the Company pursuant to clause 29.1 of the Casino Agreement;

'Planning Amendments' means the planning scheme amendments for the Site referred to in clause 9.1 of the Management Agreement;

'Planning and Environment Act' means the *Planning and Environment Act 1987* (Victoria);

'Property Law Act' means the *Property Law Act 1958* (Victoria);

'Receiver' means receiver, receiver and manager, administrator or agent for a mortgagee in possession, according to the nature of the appointment;

'Rent' means the rent payable by the Company to the Minister for the Site as set out in Schedule Three;

'Service Authorities' means those authorities or entities which are responsible for the Services;

'Services' means all services relating to, on or in the Site including gas, electricity, telecommunications, water, drainage and sewerage;

'Site' means the land described in Schedule One;

'Site Lease Supplemental Agreement' means the agreement between the Minister, the Company and National Australia Bank Limited relating, among other things, to Encumbrances given by the Company;

'Term' means the period of time set out in Schedule Two.

PART 2 - CONDITIONS PRECEDENT

2.1 This document is conditional on:

- (a) both the Management Agreement and the Casino Agreement being duly executed and coming into full force and effect; and

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(b) the grant of the Casino Licence to the Company by the Authority.

2.2 If these conditions are not satisfied on or before 31 December 1993 or such later date as is agreed to by the Authority and the Company in writing then this document will be null and void ab initio.

PART 3 - LEASE AND RESERVATIONS

3.1 The Minister leases the Site to the Company down to a depth of sixty (60) metres below the surface and on the terms and conditions set out in this document.

3.2 (a) Subject to paragraph (b), the Site must only be used for those purposes which are permitted under the planning scheme governing the use, development and protection of the Site from time to time.

(b) If the Company proposes to make a significant change to the uses of the Site or any part of the Site from those uses allowed under the Planning Amendments and the Melbourne Casino Complex Development Proposals then the Company must first consult with the Minister and provide the Minister with written details of that proposed change at least 60 days before taking any public action to effect that proposed change in use.

(c) The Company acknowledges that in the event of any significant change in or significant addition to the uses permitted under the planning scheme governing the use, development and protection of the Site, the Minister for Planning (or his successor) must first consult with and consider the views of the Minister. The Company further acknowledges that this obligation to consult and consider will be reflected in the Planning Amendments.

3.3 The lease granted pursuant to this document is granted subject to:

(a) the reservation to Her Majesty of all minerals and petroleum within the meaning of the *Mineral Resources Development Act 1990* (Victoria) in, upon or under and within the boundaries of the Site; and

(b) the reservations, rights, conditions and conditions of use described in Part 10 and in Schedule One.

3.4 The Company acknowledges the existence of the Services and that the lease granted pursuant to this document is granted subject to those Services.

3.5 (a) The Company has requested and obtained the consent of Roads Corporation to two encroachments into the protection area or clearance zone surrounding the

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King Street Bridge (as described in Schedule Four and in Schedule Six) ('Encroachments');

- (b) The nature of the Encroachments and the terms and conditions of the consent of Roads Corporation to the Encroachments are described in the letter addressed to Hudson Conway Management Limited dated 12 November 1993, a copy of which is annexed as Schedule Seven ('Consent Letter'); and
- (c) The Minister acknowledges and consents to the Encroachments on and subject to the terms and conditions described by Roads Corporation in the Consent Letter.

PART 4 - TERM

The lease granted pursuant to this document will commence on the Commencement Date and will be for the Term unless earlier determined in accordance with the provisions of this document.

PART 5 - EXCLUSION OF REPRESENTATIONS, COVENANTS AND WARRANTIES

5.1 Subject to clause 5.2 and clause 5.3 the Company acknowledges and declares that no representation or warranty is or has been given by or on behalf of the Minister or any other person:

- (a) as to the nature, geology or state of repair of the Site;
- (b) with respect to the suitability of the Site for the Melbourne Casino Complex or as to any other use of the Site proposed by the Company and agreed to by the Minister;
- (c) with respect to the location or availability of sewerage, drainage, water supply, electricity, gas, telephone or other services within, from or to the Site or in relation to any rights of entry, access or exit to or from the Site;
- (d) as to whether all or any part of the Site is polluted or contaminated.

5.2 The Minister warrants:

- (a) that he is empowered to grant a lease of the Site on behalf of the Crown on the terms set out in this document; and
- (b) that as at the date of this document and subject to the rights of the Minister in Part 10 and to the rights of Service Authorities on, in or over the Site and to any conditions, rights or obligations created or reserved pursuant to this document:

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- (i) there are no claims pending in relation to the Site of which the Minister is aware and which would adversely affect the Company or the Company's use and enjoyment of the Site;
- (ii) there are no claims presently subsisting in relation to the Site which would adversely affect the Company or the Company's use and enjoyment of the Site; and
- (iii) no third party has any right power or privilege over or in relation to the Site.

- 5.3 While the Minister makes, and has made, no representation or warranty as to the Services, the Minister has caused inquiries to be made as to what Services exist and has disclosed the result of those inquiries to the Company. The Minister believes that the plan which forms Schedule Five ('Services Plan') shows the nature and location of such Services but the Minister makes no representation nor gives any warranty as to the accuracy or completeness of the Services Plan.
- 5.4 The Company accepts the Site in its present condition and state of repair, subject to the Services, reservations and conditions described in this document and subject to all defects (if any) whether latent or patent, including, without limitation, all sub-surface soil conditions, pollution and contamination, whether foreseeable or not.
- 5.5 Except for breach of a warranty given by the Minister, the Company agrees not to take any action or make any claim for compensation, damages, costs or expenses against the Minister or any of his servants, agents or consultants in relation to the Site or the condition of the Site.

PART 6 - RENT

- 6.1 The Company must pay the Rent to the Minister without demand from the Minister, in or where the Minister directs and without set off, deduction or abatement, at the times and in the manner provided in Schedule Three.
- 6.2 The Rent will be reviewed in the manner set out in Schedule Three and the Company must pay that reviewed Rent in accordance with the provisions of clause 6.1 and Schedule Three.

PART 7 - COMPANY'S COVENANTS**7.1 Construct**

The Company:

- (a) acknowledges its obligation under the Management Agreement to construct and Complete construction of the Melbourne Casino Complex in accordance with the provisions of the Planning Amendments, the Melbourne

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Casino Complex Development Proposals, the Management Agreement and the Casino Agreement; and

- (b) covenants with the Minister that, once there is no longer a casino licence under the *Casino Control Act* applicable to any part of the Site, it will not materially amend, redevelop, alter or add to the Melbourne Casino Complex ('Changes') except at its own cost and expense and without first obtaining the prior written approval of the Minister to the general design concept for the proposed Changes (with such approval not to be unreasonably withheld).

7.2 **No Assignment or Sub-Letting**

- (a) Subject to paragraph (b) and clause 7.3, the Company covenants with the Minister not to assign, transfer, demise, part with or share the possession of or grant any licence affecting or otherwise deal with this document, the Site, any part of the Site or any estate or interest in the Site or by any act or deed allow or procure the Site or any part of the Site or any estate or interest in the Site to be assigned, transferred, demised, shared, put into possession of any person or persons, licensed or otherwise dealt with or disposed of without the prior written consent of the Minister (which consent will not be unreasonably withheld).
- (b) The Minister and the Company agree that the Company will not be required to obtain the consent of the Minister to any sub-letting or licensing of any part or parts of the Site provided that the proposed uses under such sub-letting or licensing comply with the planning scheme which governs the use, development and protection of the Site from time to time. If the use for the proposed sub-letting or licensing does not comply with the uses allowed under the Melbourne Casino Complex Development Proposals and the Planning Amendments, the Company must give the Minister 30 days notice of that proposed sub-letting or licensing.

7.3 **No Charging**

Except for Permitted Encumbrances, the Company covenants with the Minister not to mortgage, charge, create, grant or give an Encumbrance or otherwise deal with its interest in this document, the Site or the Melbourne Casino Complex or any part of this document, the Site or the Melbourne Casino Complex or attempt or allow any of these things without the prior written consent of the Minister (which consent will not be unreasonably withheld).

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7.4 Section 144 of Property Law Act

The Company covenants with the Minister that the provisions of Section 144 of the *Property Law Act* do not apply to and are expressly excluded from this document.

7.5 Payment of Outgoings

With effect from the Commencement Date the Company covenants with the Minister to promptly pay:

- (a) all rates, taxes, charges, assessments, premiums and impositions whatever payable, assessed, charged or imposed in respect of the Site or in connection with the operations of the Company on or in connection with the Site (whether parliamentary, municipal or otherwise and whether assessed, charged or imposed by or under federal or state law or by federal, state, local or statutory authorities) including all state land tax; and
- (b) all fines, penalties and interest imposed or incurred by reason of any default in payment by the Company on the due date of any of the items referred to in paragraph (a).

7.6 Repair and Maintenance

The Company covenants with the Minister that following Completion the Company will at the Company's sole cost and expense:

- (a) to the extent not inconsistent with or in excess of its obligations under the Casino Agreement or the Management Agreement, maintain, replace, repair and keep the whole of the Site in all respects (including but not limited to all buildings, improvements, services, fixtures, fittings, plant and equipment on the Site) in good and substantial repair, order and condition having regard to the nature and use of the Site, including structural maintenance and repair but excluding those parts of the Site on which the pylons and the elevated roadway of Kings Way and related service facilities are situated and which are to be maintained by public authorities; and
- (b) at the expiration or sooner determination of this document, peaceably surrender and yield up to the Minister the Site together with all improvements on the Site ('Improved Site'). Except for those parts of the Improved Site which a public authority is to maintain, the Company must ensure that upon surrender to the Minister, the Improved Site is in good and substantial repair, order and condition in all respects.

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7.7 Further Covenants

- (a) Following Completion the Company must at the sole cost and expense of the Company:
- (i) cause the interior and exterior of the Melbourne Casino Complex and the Site (including areas and improvements immediately adjacent to and nearby the Site) to be cleaned regularly in a proper and workmanlike manner and kept clean and free from dirt, rubbish and debris;
 - (ii) keep and maintain clean and in good order, repair and condition all fittings, plant and equipment in, the Melbourne Casino Complex;
 - (iii) to the extent not inconsistent with or in excess of its obligations under the Casino Agreement or the Management Agreement, make good any defect or damage to the Melbourne Casino Complex and the Site or any facility or appurtenance of the Melbourne Casino Complex or the Site whether or not occasioned by want of care, misuse or abuse on the part of the Company or the Company's servants, agents, sub-tenants, users or patrons of the Site;
 - (iv) maintain and leave all lighting (both private and public), landscaped areas, gardens, lawns, parking and storage areas on the Site clean and in good order and condition;
 - (v) use reasonable endeavours to ensure that all vehicles entering and leaving the Site do so only at the vehicular access points provided for that purpose; and
 - (vi) ensure that those parts of the Site comprising roads, pedestrian ways, service roads and ramp accessways are kept and maintained as such.
- (b) The Company must at the sole cost and expense of the Company:
- (i) observe and comply with all statutes, ordinances, proclamations, orders or regulations present or future applicable, affecting or relating to the Site or the use of the Site; and
 - (ii) observe and comply with all requirements which may be made or notices or orders which may be given by any statutory, governmental, semi-governmental, city, municipal, health, licensing, civic or other authority having jurisdiction or authority over or in respect of the Site or the use of the Site in respect

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of which the Company is legally bound to comply,

and to keep the Minister indemnified in respect of all such matters.

- (c) Without affecting the generality of the preceding paragraph (b), the Company must at the sole expense of the Company hold all licences and permits necessary for the Company's use of the Site from time to time and comply with the terms and conditions of all permits issued in relation to the Site or any part of the Site by the responsible authority under the *Planning and Environment Act*.

7.8 Minister's Right of Entry to View State of Repair

- (a) The Company covenants with the Minister to permit the Minister and those authorised by the Minister upon giving the Company reasonable notice to enter upon the Site and view the condition and state of repair of all parts of the Site and the Minister may at any time serve on the Company a notice in writing of any damage or defect requiring the Company within a reasonable time to repair that damage or defect at the Company's sole cost and expense.
- (b) While the Company or a third party holds a casino licence to operate a casino on the Site, the Minister and any person authorised by the Minister to enter upon the Site pursuant to paragraph (a) must comply with all directions from time to time issued by the Director of Casino Surveillance and the Authority.

7.9 Insurance

The Company covenants with the Minister that it will:

- (a) insure and keep insured each and all of its interests and each and all of the Minister's interests in:
- (i) the Site and every part of the Site;
 - (ii) all buildings, structures, extensions and improvements on the Site;
 - (iii) all equipment, fixtures, fittings and other assets used in or in connection with the Site,
- against damage, destruction and all other risks (including public risk and public liability) for their full insurable value and:
- (A) - with, amongst other insurable interests, the interests of the Minister noted by endorsement on the policy; or

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(B) if the Authority, while the Company holds a casino licence under the *Casino Control Act* or otherwise the Minister, so directs, in the names of the Company and the Minister for their respective rights and interests,

with a suitable cross liability clause and in a form to the reasonable satisfaction of the Authority, while the Company holds a casino licence under the *Casino Control Act* or otherwise the Minister, and with or through underwriters or brokers approved by the Authority, while the Company holds a casino licence under the *Casino Control Act* or otherwise the Minister;

- (b) immediately deliver a certified copy of the insurance policies referred to in paragraph (a) to the Minister and, on request, deliver to the Minister certificates of currency in respect of those insurance policies;
- (c) punctually pay all premiums and sums necessary (including stamp duty) for effecting and keeping current every insurance policy and, promptly on request, hand to the Minister a certified copy of the receipt for any premium or sum paid;
- (d) immediately after they are effected, deliver to the Minister certified copies of all variations, alterations and additions to any existing insurance policies and all additional or substitute insurance policies; and
- (e) immediately after it occurs, notify the Minister of any occurrence which gives or might give rise to a claim or right to claim under any insurance policy.

7.10 Company Not to Vitate Insurance

The Company covenants with the Minister that it will not:

- (a) do or allow to be done anything which might cause any policy of insurance or any part of that policy to be prejudiced or rendered void, voidable or unenforceable;
- (b) cause, or take any steps to bring about the cancellation of, or a material change or reduction in, the cover provided under any insurance policy; and
- (c) make, enforce, settle or compromise a claim or do anything inconsistent with the powers or interests of the Minister.

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7.11 Occupation at Company's Risk and Release

The Company covenants with the Minister:

- (a) to occupy, use and keep the Site at the risk of the Company and the Company unconditionally and absolutely releases the Minister, and each and all of his agents, consultants, servants, contractors and employees, from:
 - (i) all liabilities or obligations of whatever nature, however and whenever arising during the Term or any holding over resulting from any accident, damage or injury occurring in, on or adjacent to the Site;
 - (ii) all claims, demands, actions, proceedings, suits, causes of action and complaints in respect of or in any way related to this document or the Site arising during the Term or any holding over except as otherwise provided in this document;
 - (iii) all costs and expenses of every kind whatever which the Company may have incurred or may at any time in the future incur whether alone or jointly or jointly and severally with any other person whatever in any way in relation to any such claims, demands, actions, proceedings, suits, causes of action, complaints, liabilities or obligations, except to the extent that any such cost, expense, liability, claim, demand, cause of action, action, complaint, obligation, proceeding, suit, accident, damage, loss or injury in each of the instances in paragraphs (a)(i), (a)(ii) and (a)(iii) results from any act, default or neglect of the Minister, his servants, agents, contractors or employees or as a result of any breach of the Minister's obligations warranties or covenants contained in this document or of any obligation imposed by law on the Minister;
- (b) that the releases and discharges contained in paragraph (a) apply whether or not at the date of execution of this document the existence or possibility of any such claim, demand, action, proceeding, suit, cause of action, complaint, liability or obligation is known to the Company or is reasonably foreseeable.
- (c) nothing in this clause 7.11 limits any liability of Golder Associates Pty Ltd to the Company.

7.12 Indemnity

The Company covenants with the Minister to indemnify and keep indemnified each and all of the Minister, his

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servants, agents and contractors from and against all actions, claims, demands, losses, damages, costs and expenses for which the Minister, his servants, agents and contractors shall or may be or may become liable in respect of or arising from each and all of the matters and things described in clause 7.11.

7.13 **Management Agreement**

The Company covenants with the Minister to promptly and strictly comply with each and all of its obligations pursuant to clause 26.5 of the Management Agreement.

7.14 **Notice of Accidents and Defects**

The Company covenants with the Minister to give to the Minister immediate notice in writing of any accident on or defect in the Site of which it is aware where the Company should reasonably expect from information provided to it that a notice or claim will be served upon the Minister in his capacity as lessor of the Site.

PART 8 - MINISTER'S COVENANTS

8.1 The Minister covenants with the Company that if the Company pays the Rent reserved by this document and punctually observes and performs all of the covenants, obligations and provisions in this document the Company will and may peaceably possess and enjoy the Site for the Term without any interruption or disturbance from the Minister or any other person or persons lawfully claiming by, from or under the Minister.

8.2 Subject to clause 8.3, the Minister will procure that all buildings and structures above ground level and all fuel tanks below ground level (which have been identified by the Minister as at the date of this document) on the Site are demolished and removed from the Site prior to the Commencement Date.

8.3 Clause 8.2 does not apply to:

- (a) the Melbourne Water pumping station;
- (b) the electricity sub-station adjacent to Kings Way;
- (c) the railway embankment and footings in connection with that embankment;
- (d) the Yarra Bank Road;
- (e) the King Street Bridge; and
- (f) the lower level bridges serving Kings Way, Kings Bridge or adjoining roads.

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PART 9 - DEFAULT AND TERMINATION

9.1 Default

The Minister and the Company mutually covenant and agree that, subject to the Site Lease Supplemental Agreement:

- (a) if the Rent payable pursuant to this document or any other amount due to the Minister under this Part 9 is unpaid either in whole or in part and the Company has failed to pay that unpaid Rent or other amount after the Minister has given the Company 60 days notice of that non-payment;
- (b) if the Company fails to comply with any or all of its obligations under clause 26.5 of the Management Agreement within the time periods set out in that clause and the Minister has given notice of that failure to the Company and the Company has not complied with that obligation following the end of the applicable grace period;
- (c) if:
 - (i) Completion is not achieved in accordance with the Management Agreement;
 - (ii) the Financiers do not Complete the Melbourne Casino Complex;
 - (iii) by the last day of the period specified in clause 10.4 of the Master Security Agreement the Minister from time to time administering the *Casino Control Act* elects not to Complete or attempt to Complete the Melbourne Casino Complex ('Election Date'); and
 - (iv) the Company does not within a period of 2 years from the Election Date:
 - (A) agree with the Minister from time to time administering the *Planning and Environment Act 1987* and with the Minister to change the use for the Site from that allowed under the Planning Amendments ('New Use');
 - (B) do everything necessary to have the planning scheme governing the use, development and protection of the Site amended to accommodate the New Use; and
 - (C) recommence construction of the improvements permitted to be constructed on the Site in accordance with the New Use; or

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- (d) if:
- (i) the Company commits, permits or allows to occur any breach or default in the due and punctual observance and performance of any of its obligations under this document other than the obligations referred to in paragraphs (a), (b) and (c); and
 - (ii) the Minister gives to the Company a notice detailing that breach or default and specifying a time period (which will be such period as is reasonable in the circumstances and in any event will be not less than 60 days); and
 - (iii) having been given notice:
 - (A) where the breach or default is capable of remedy, the Company does not remedy that breach or default within the time period specified in the notice; or
 - (B) where the breach or default is not capable of remedy, the Company does not comply with the requirement to pay compensation for that breach or default as determined by the Minister and as detailed in the notice, within the time period specified in the notice; and
 - (iv) the Minister issues a second notice to the Company giving the Company a further period of time within which to remedy the Company's failure to cure that breach or default or pay the compensation (as applicable) (which shall be a reasonable time period having regard to the nature of the default and in any event will be not less than 60 days) and the Company fails to comply with the requirements specified within the time period set out in that notice,

then in any one or more of such events the Minister at any time or times thereafter may re-enter the Site or any part of the Site in the name of the whole notwithstanding anything contained in this document to the contrary but without prejudice to any action or other remedy which the Minister has or might have or otherwise could have for arrears of Rent or breach of covenant or for damages as a result of that event and upon re-entry the Minister will be automatically freed and discharged from any action, suit, claim or demand by or obligation to the Company under or by virtue of this document and the Term will absolutely determine.

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9.2 Minister's Right of Entry to Remedy Breach

On each and every occasion on which the Company omits or neglects to do or effect anything which the Company has in this document covenanted to do or effect then it will be lawful for (but not obligatory upon) the Minister (and without prejudice to any rights and powers arising from that default) to do or effect that thing by himself, his agents, contractors and workmen as if he were the Company and for that purpose the Minister, his architects, contractors, workmen and agents with all necessary materials and equipment may enter upon the whole or any part of the Site and remain there for the purpose of doing or effecting that thing and the Minister will be entitled to immediately recover from the Company the expenses and costs of doing or effecting that thing.

9.3 Default Interest

If the Company fails to pay an amount on the due date for payment, the Company must pay to the Minister interest at the Default Rate on that amount, calculated daily, computed from the due date until the amount is paid in full.

PART 10 - RIGHTS OF MINISTER

10.1 For the purpose of providing public access to and from the Site or services through the Site, the Minister may grant or create any easement reservation right or privilege in favour of any public or statutory authority over or affecting the Site and this lease will be subject to those easements, reservations, rights or privileges.

10.2 In exercising his entitlement pursuant to clause 10.1 the Minister must first consult with the Company and will ensure that the exercise of his entitlement does not unreasonably interfere with the Company's use of the Site.

PART 11 - DAMAGE TO OR DESTRUCTION OF SITE

11.1 During the Term, Rent and the payment of outgoings by the Company pursuant to clause 7.5, will not abate.

11.2 If, at a time when there is no longer a casino licence under the *Casino Control Act* applicable to the Site, the Melbourne Casino Complex is wholly or partly damaged or destroyed or becomes unfit for or incapable of use or occupation then the Company must reinstate or repair the Melbourne Casino Complex within a time period acceptable to the Minister ('Repair Period') or, if the Minister directs, clear the Site to the satisfaction of the Minister within the time period specified by the Minister.

11.3 Notwithstanding termination of this document the obligation of the Company under clause 11.2 to clear the Site remains and in the event of the Company defaulting in this obligation the Minister may undertake the clearance

COMMERCIAL IN CONFIDENCE

- 17 -

of the Site and recover from the Company the cost of, and all expenses incurred in, clearing the Site.

- 11.4 Notwithstanding destruction or damage to the Melbourne Casino Complex or the Site (however caused or suffered) the Company will have no right, action or claim for loss, compensation or damages against the Minister, his servants, officers, agents and contractors.

PART 12 - WAIVER AND SET OFF

- 12.1 The Minister's failure to take advantage of a default or breach of covenant on the part of the Company shall not be or be construed as a waiver of that default or breach, nor shall any custom or practice which may grow up between the parties in the course of administering this document be construed to waive or lessen the right of the Minister to insist at any time upon the performance by the Company of any term, covenant or condition of this document, or to exercise any rights given to the Minister on account of that default.
- 12.2 A waiver by the Minister of a particular breach or default is not a waiver of a similar or any other subsequent breach or default.
- 12.3 The subsequent acceptance of Rent under this document by the Minister is not a waiver of any preceding breach by the Company of any term, covenant or condition of this document, other than the failure of the Company to make that particular payment or payments of Rent so accepted, regardless of the Minister's knowledge of the preceding breach at the time of acceptance of Rent.
- 12.4 The Company must not at any time deduct or set-off any moneys payable or claimed by the Company to be payable by the Minister to the Company from or against Rent or other moneys payable by the Company to the Minister pursuant to any of the provisions of this document.

PART 13 - REVERSION OF IMPROVEMENTS

Upon the expiration or sooner determination of the Term, the Site, with all buildings, structures, extensions and improvements now built, erected, constructed or made or in the future to be built, erected, constructed or made on, in, above or under the Site, will automatically and absolutely revert to and belong to Her Majesty. The Company will not be entitled to any compensation or payment whatever for the Site, or for any buildings or improvements on the Site or for any part of them.

PART 14 - DAY OF PAYMENT

If any day for the payment of money under this document falls on a day which is not a Business Day, the payment will be due on the next day which is a Business Day.

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PART 15 - NOTICES

15.1 A notice or approval required or to be given under this document must be:

- (a) in writing;
- (b) delivered by hand or served by prepaid post or facsimile to the recipient at its address or facsimile number appearing in this clause or such other address or facsimile number as the recipient may have notified the other party:

- (i) in the case of the Minister:

The Secretary
Department of Finance
8th Floor
35 Spring Street
MELBOURNE VIC 3000

Facsimile: (03) 654 8528

(with a copy to the Authority:

Chief Executive Officer
Victorian Casino Control Authority
Level 27, 459 Collins Street
MELBOURNE VIC 3000

Facsimile: (03) 621 1803)

- (ii) in the case of the Company:

Lloyd J Williams
Chief Executive Officer
Crown Casino Ltd.
311 Glenferrie Road
MALVERN VIC 3144

Facsimile: (03) 823 6105

15.2 A notice or approval given in accordance with clause 15.1 is taken to be received:

- (a) if hand delivered, on the day of delivery if delivered before 4.00 pm on a Business Day and otherwise on the Business Day next following;
- (b) if sent by prepaid post, 3 days after the date of posting; or
- (c) if sent by facsimile, on the day on which the message confirmation is received if received before 4.00 pm on a Business Day and otherwise on the Business Day next following.

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- 15.3 The provisions of clause 15 are in addition to any other mode of service permitted by law.

PART 16 - COSTS AND STAMP DUTY

- 16.1 Each party must pay its own costs of preparing and executing this document.
- 16.2 The Company must pay all stamp duty on this document and on any document executed to give effect to this document.
- 16.3 If the Minister agrees to any variation to this document which has been requested by the Company then the Company, if requested by the Minister, will pay the costs, charges and expenses of the Minister of and incidental to the preparation and execution of that variation.
- 16.4 The Company will pay all stamp duty assessed or assessable or otherwise payable on and incidental to any variation of this document.

PART 17 - GOVERNING LAW

- 17.1 This document is governed by the laws of the State of Victoria.
- 17.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from those courts.

PART 18 - FURTHER ASSURANCES

Each party must do or cause to be done anything necessary or desirable to give effect to this document, and will refrain from doing anything which might prevent full effect being given to this document.

PART 19 - SEVERABILITY

- 19.1 The parties agree that a construction of this document which results in all provisions being enforceable is to be preferred to a construction which does not so result.
- 19.2 If, despite the application of clause 19.1, a provision of this document is illegal or unenforceable:
- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
 - (b) in any other case, the whole provision is severed,
- and the remainder of this document continues to have full force and effect.

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PART 20 - COUNTERPARTS

- 20.1 This document may be executed in any number of counterparts.
- 20.2 All counterparts taken together will be deemed to constitute the one document.

PART 21 - INTERPRETATION


- 21.1 In this document, unless the context otherwise requires or the contrary intention appears:
- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
 - (b) terms importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
 - (c) a reference to any legislation, statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes any re-enactment or amendment to that legislation, statutory instrument or regulation;
 - (d) other grammatical forms of defined words or phrases have corresponding meanings;
 - (e) a reference to a paragraph, clause, schedule or annexure is a reference to a paragraph, clause or schedule or annexure to this document and a reference to this document includes any schedules and annexures;
 - (f) 'party' means a party to this document;
 - (g) a reference to a party to this document or any other document or agreement includes its successors and permitted assigns;
 - (h) a reference to a document or agreement, including this document, includes a reference to that document or agreement as novated, altered or replaced from time to time;
 - (i) a reference to '\$A', 'dollar', 'AUD' or '\$' is a reference to Australian currency;
 - (j) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form;

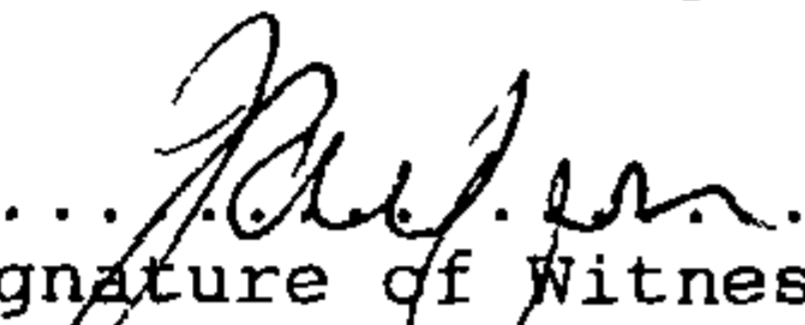
(k) a reference to a specific time for the performance of an obligation is a reference to that time in the State.

21.2 In this document headings are for ease of reference only and do not affect the construction of this document.

EXECUTED as a deed.

SIGNED, SEALED AND DELIVERED)
by the HONOURABLE)
IAN SMITH MLA for and on)
behalf of THE STATE OF)
VICTORIA in the presence of:)

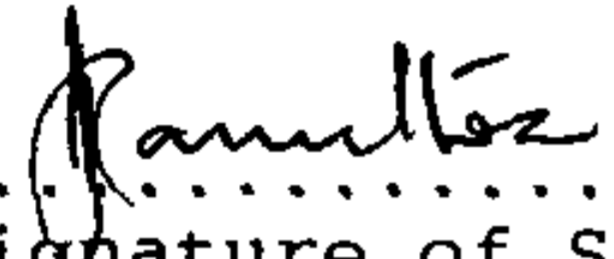

.....
Honourable Ian Smith MLA


.....
Signature of Witness

P.T. PARKER
.....
Name of Witness (please print)


THE COMMON SEAL of)
CROWN CASINO LTD.)
is affixed in accordance with)
its articles of association)
in the presence of:)




.....
Signature of Secretary/Director

BARRY J. HAMILTON
.....
Name of Secretary/Director


.....
Signature of Director


.....
Name of Director

COMMERCIAL IN CONFIDENCE

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SCHEDULE ONE

SITE
(PART 3)

SITE AREA:

Subject to:

- (a) the Site Conditions described below;
- (b) the Site Conditions set out in Schedule Six; and
- (c) the following provisions of this Schedule One,

the Site Area is the land described on the plans annexed to this document as Schedule Four being part of Crown Allotments 58D and 58E, County of Bourke, Parish of Melbourne South, City of South Melbourne.

The Minister and the Company acknowledge and agree that:

- (a) the Company at its own cost shall relocate, upgrade and reconstruct on the Site the existing Melbourne Water Pumping Station situated on the Site ('Relocated Pumping Station') in accordance with the agreement with Melbourne Water Corporation and the Minister ('Agreement');
- (b) there have been conditions imposed by Melbourne Water Corporation on the Company relating to the relocation, upgrading and reconstruction of the Melbourne Water Pumping Station which must be complied with by the Company at the Company's own cost;
- (c) the Company hereby consents to the creation of an easement over the Site in favour of Melbourne Water Corporation (without payment of compensation or other consideration to the Company) in order to accommodate, to the satisfaction of Melbourne Water Corporation, the necessary drain to and from the Relocated Pumping Station and for access to and egress from the Relocated Pumping Station for maintenance and other purposes necessary for the operation of the Relocated Pumping Station and for use generally of the freehold stratum to be granted to Melbourne Water Corporation by the

COMMERCIAL IN CONFIDENCE

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Minister (as described in the following paragraph (d));

- (d) the Company must when required pursuant to the Agreement, surrender from the lease granted by this document (and do all things necessary to effect that surrender) a stratum of land within the Site to the satisfaction of Melbourne Water Corporation as negotiated with the Company pursuant to the Agreement, without compensation or consideration being payable to the Company, on the condition that the Minister will procure the issue of a Crown Grant in favour of Melbourne Water Corporation for that area of stratum land;
- (e) it is a condition of the Lease granted by this document that the Company must allow the existing Melbourne Water Pumping Station to remain on the Site and continue uninterrupted operation and for all easements and rights of way (including but not limited to drainage and access) necessary for the continued operation of that existing pumping station to remain in place until the Relocated Pumping Station has been constructed and is fully operational and a Crown Grant has issued to Melbourne Water Corporation for the accommodation of the Relocated Pumping Station together with all necessary easements established in accordance with the provisions of the *Land Act 1958*; and
- (f) the Company at its own cost will be required to negotiate with the State Electricity Commission of Victoria in relation to the electricity sub-station which is adjacent to Kings Way and that there will be conditions, and reservations from the lease granted under this document, required by the State Electricity Commission which will have to be complied with by the Company at its own cost.

SITE CONDITIONS:

- (A) As to Crown Allotment 58D - It is a condition of the lease created by this document that Crown Allotment 58D is reserved for the purposes of:
 - (i) public use;
 - (ii) public access; and

COMMERCIAL IN CONFIDENCE

- 24 -

(iii) public rights of way.

(B) The conditions in relation to the King Street Bridge are set out in Schedule Six.

COMMERCIAL IN CONFIDENCE

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SCHEDULE TWO

TERM
(PART 4)

TERM: 99 years from the Commencement Date.

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SCHEDULE THREE

RENT
(PART 6)

1. FOR YEARS 1 to 40 (INCLUSIVE)

The annual rent payable by the Company to the Minister will be one dollar per annum which amount will be payable, if demanded by the Minister, annually in advance on the Commencement Date and on each anniversary of that date.

2. FOR YEARS 41 to 99 (INCLUSIVE)

- (d) For Year 41 of the lease granted pursuant to this document, the Rent payable by the Company to the Minister will be the then current market rent for the Site.
- (e) At the commencement of each year of the Term after Year 41, the Rent must be reviewed to the then current market rent for the Site.
- (f)
 - (i) The current market rent for the Site shall be determined by the Valuer-General for the State of Victoria (or his successor);
 - (ii) If the Office of Valuer-General for the State of Victoria does not exist at that time then the current market rent for the Site will be determined by a valuer who is nominated by the Minister and approved by the Company. If on at least two occasions the Company rejects or fails to approve the valuer nominated by the Minister then the current market rent for the Site shall be determined by a person nominated by the President of the Australian Institute of Valuers and Land Economists (Inc.) (Victorian Division) (or its successor body).
- (g) In determining the current market rent for the Site pursuant to this Schedule Three regard must be had to the use of the Site at the time of determination.
- (h) the annual Rent for each of these years shall be paid by the Company to or at the direction of the Minister quarterly in advance commencing on the anniversary of the Commencement Date.

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SCHEDULE FOUR

PLAN OF SITE

(PART 1)

As annexed.

This plan shows the exclusions from Crown Allotments 58D and 58E of those areas known as the King Street Bridge protection area or clearance zone and the plan must be read subject to the conditions and restrictions set out in this document including, in particular, but not limited to those described in Schedule One and those described in Schedule Six.

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J.F. Bradley

Assistant Registrar of Titles

NOTATIONS

SUBJECT TO CASINO CONTROL (AMENDMENT) ACT 1993 No 34
 SURRENDER TO THE CROWN C/T VOL 10082 FOL 997 IS NECESSARY

Prepared from M 333(31), CP 108636, R.C. SP 18768
 FIELDNOTES BY P.WILLIAMS L.S.DATED 27-7-1993 AND
 INFORMATION SUPPLIED BY J.F.MADIGAN SURVEYING
 PTY.LTD. 290 HIGH STREET, KEW.

Examined

J. H. ...
 SURVEYOR - GENERAL

DATE 15-11-1993



SURVEY AND MAPPING
 VICTORIA

DEPARTMENT OF FINANCE

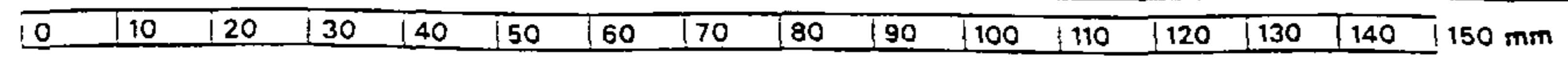
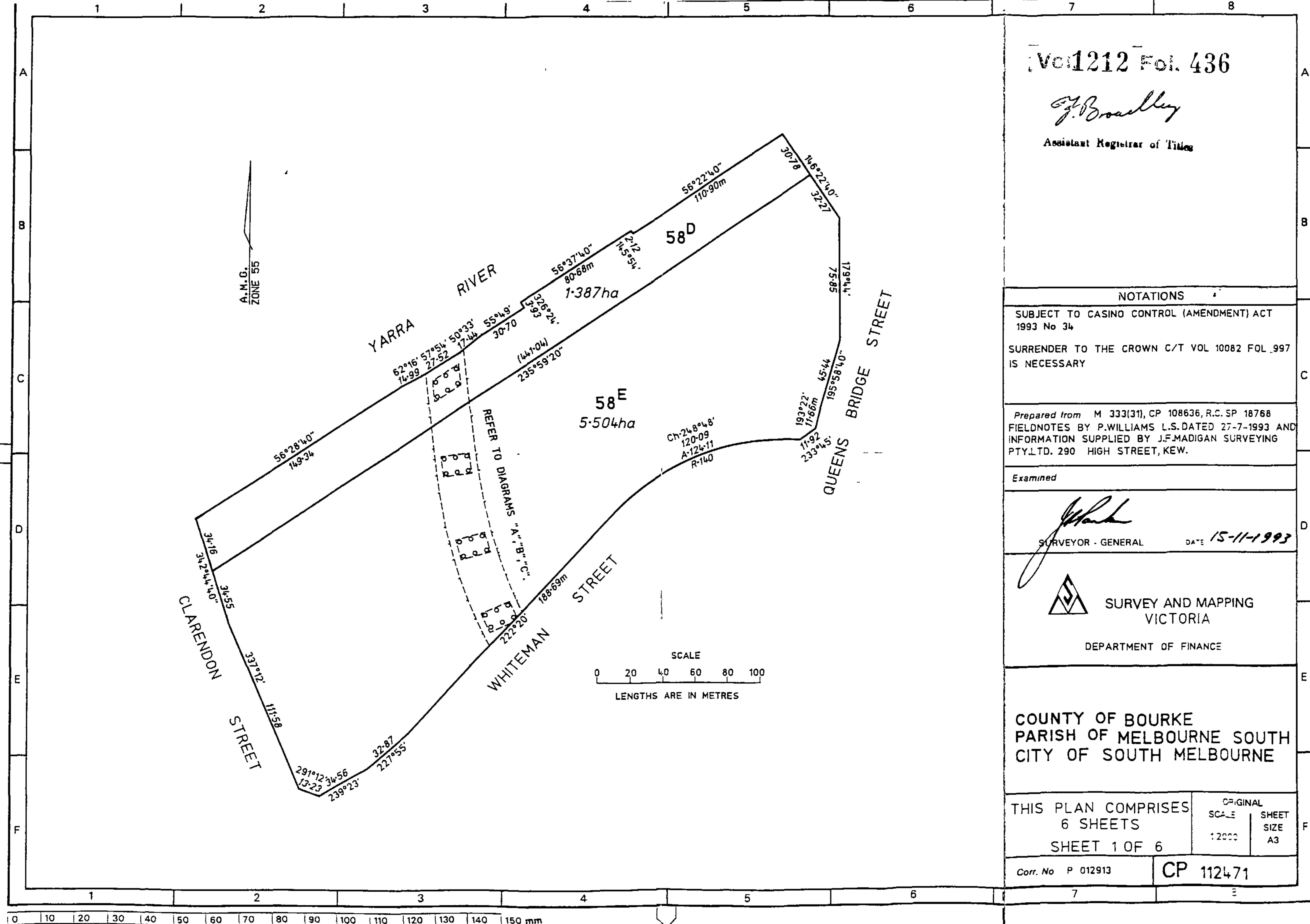
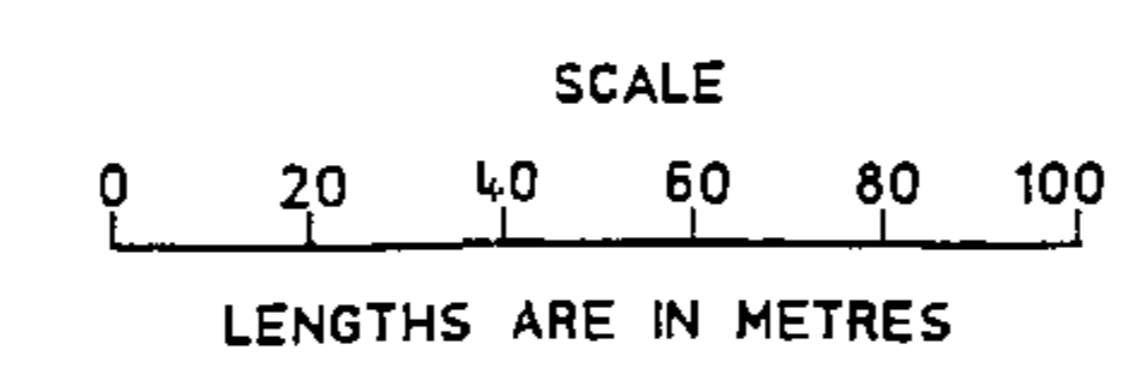
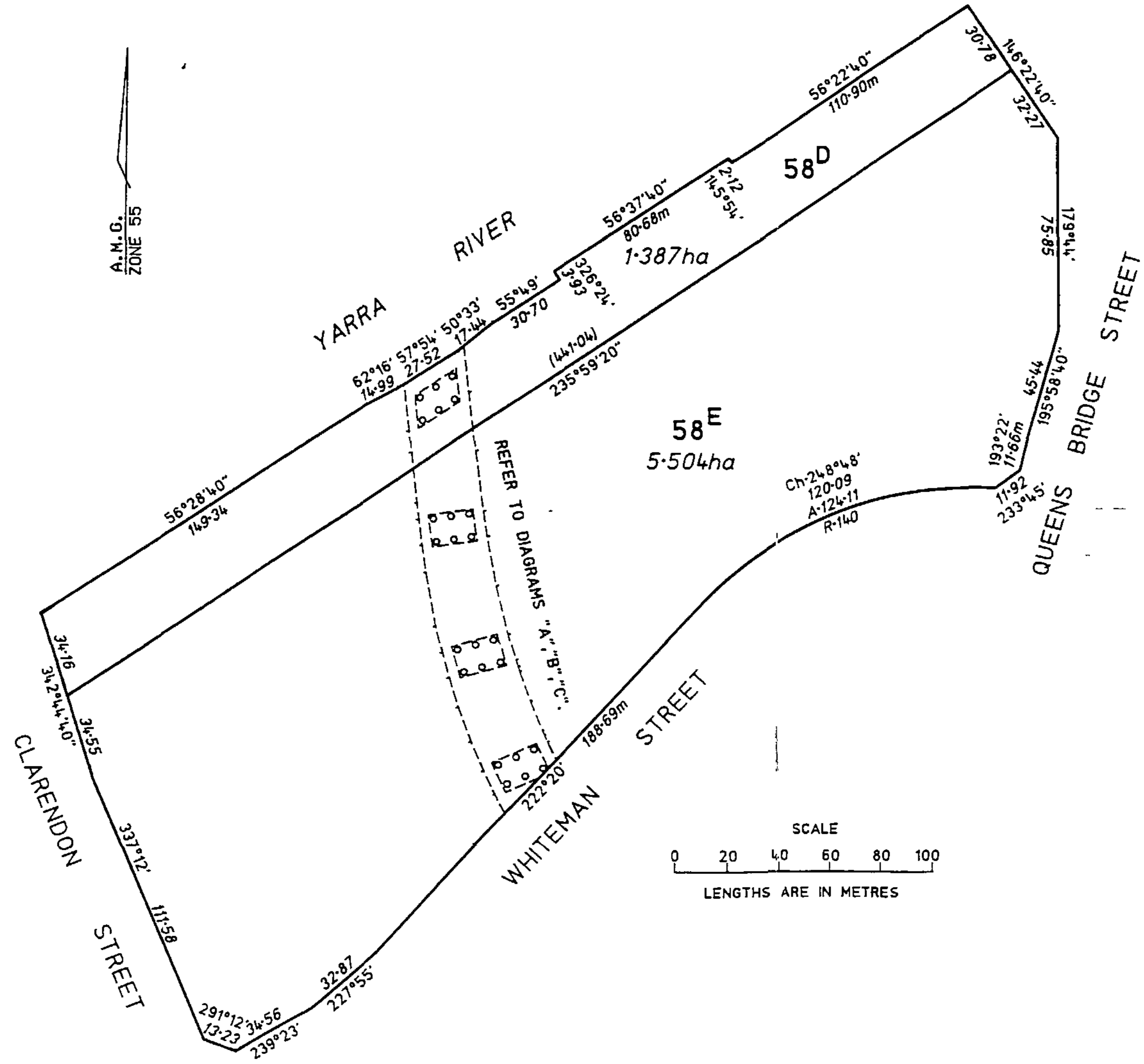
COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE

THIS PLAN COMPRISES
 6 SHEETS
 SHEET 1 OF 6

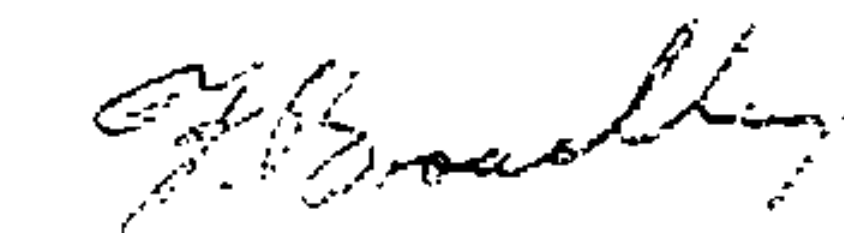
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| ORIGINAL SCALE | SHEET SIZE |
| 1:2000 | A3 |

Corr. No P 012913

CP 112471



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Crown allotments 58D and 58E, is 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

SURVEY AND MAPPING
VICTORIA

DEPARTMENT OF FINANCE

COUNTY OF BOURKE
PARISH OF MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE


SURVEYOR-GENERAL
15-11-1993
DATE

SHEET 2 OF 6

ORIGINAL
SHEET
SIZE
A3

Corr. No P 012913

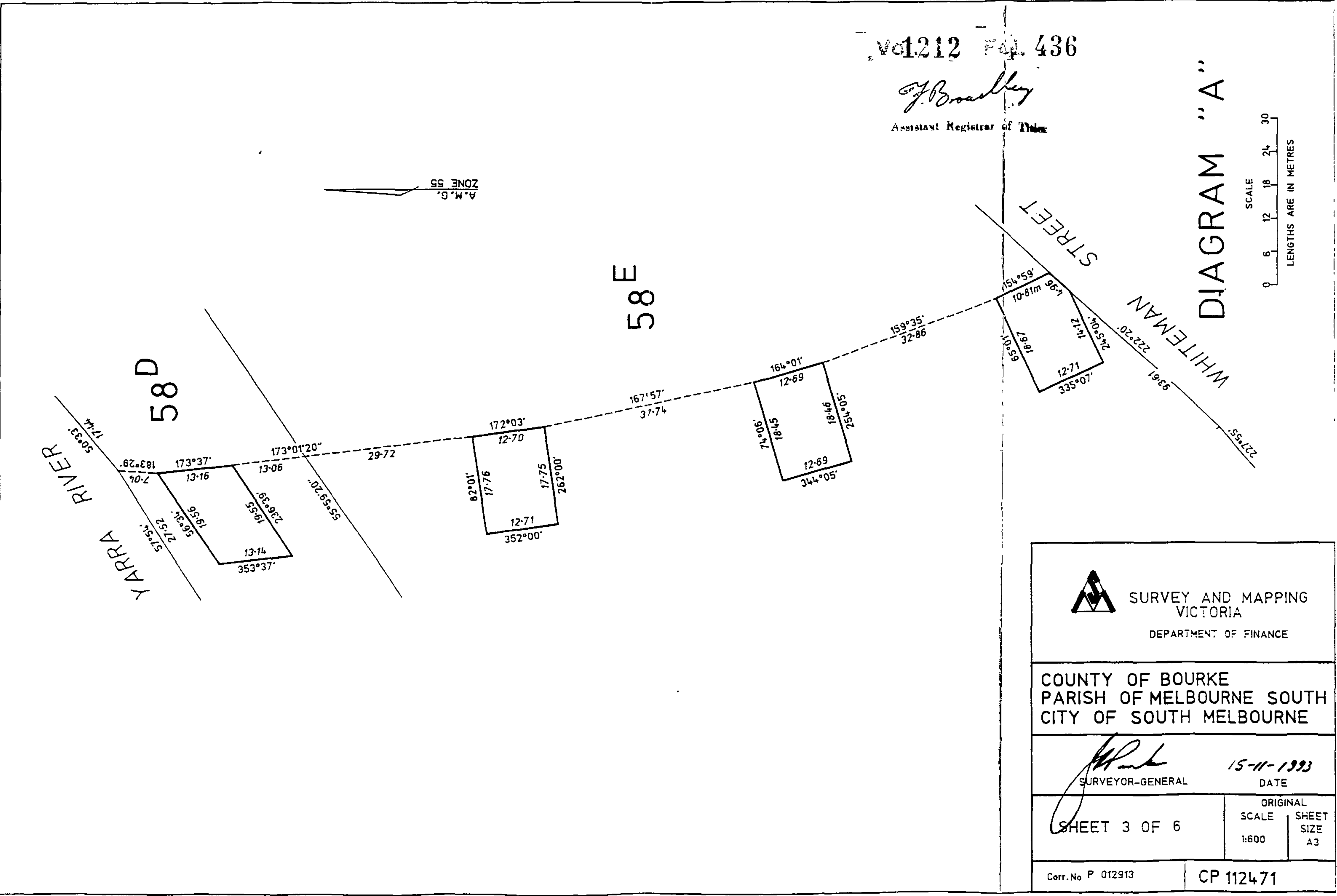
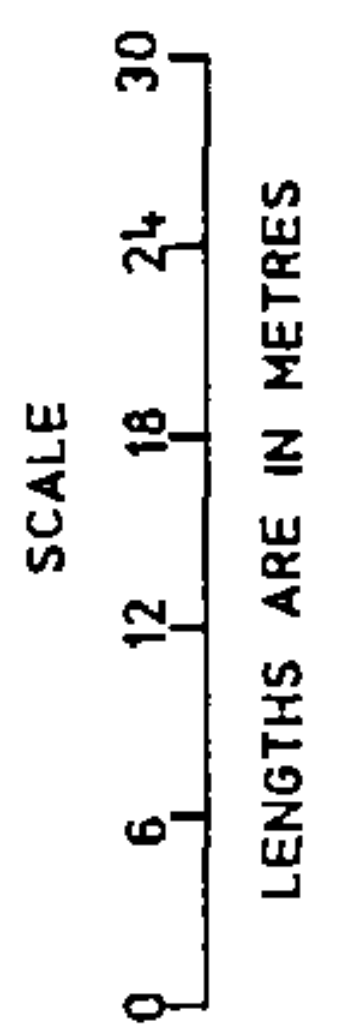
CP 112471

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Assistant Registrar of Titles

DIAGRAM "A"



SURVEY AND MAPPING
VICTORIA
DEPARTMENT OF FINANCE

COUNTY OF BOURKE
PARISH OF MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE

J. Broadley
SURVEYOR-GENERAL
DATE 15-11-1993

| | | |
|--------------|---------------------|----|
| SHEET 3 OF 6 | ORIGINAL SHEET SIZE | |
| | SCALE 1:600 | A3 |

Corr. No P 012913 CP 112471

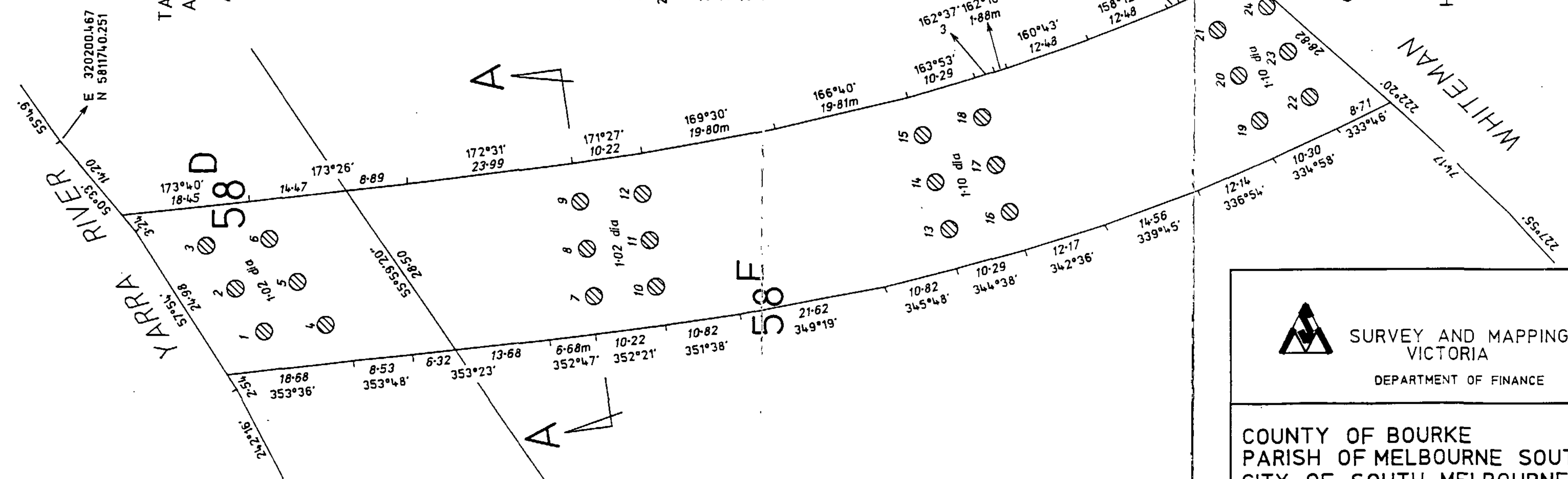
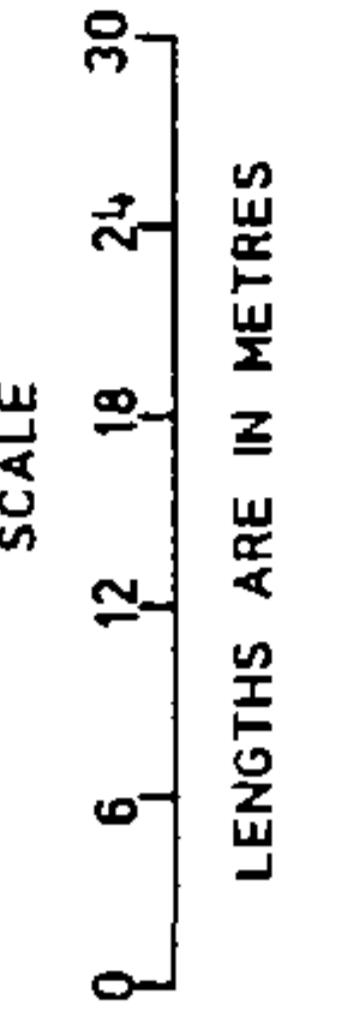
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| AREA No | EASTING | NORTHING | DIAMETERS |
|---------|------------|-------------|-----------|
| 1 | 320172.265 | 5811710.577 | 1.02 |
| 2 | 320178.636 | 5811714.776 | 1.02 |
| 3 | 320185.001 | 5811718.983 | 1.02 |
| 4 | 320173.281 | 5811701.479 | 1.02 |
| 5 | 320179.649 | 5811705.664 | 1.02 |
| 6 | 320186.020 | 5811709.863 | 1.02 |
| 7 | 320177.786 | 5811662.636 | 1.02 |
| 8 | 320184.679 | 5811663.603 | 1.02 |
| 9 | 320191.581 | 5811664.571 | 1.02 |
| 10 | 320179.061 | 5811653.569 | 1.02 |
| 11 | 320185.954 | 5811654.538 | 1.02 |
| 12 | 320192.846 | 5811655.506 | 1.02 |
| 13 | 320187.451 | 5811610.871 | 1.10 |
| 14 | 320194.491 | 5811612.877 | 1.10 |
| 15 | 320201.512 | 5811614.877 | 1.10 |
| 16 | 320189.960 | 5811602.082 | 1.10 |
| 17 | 320196.999 | 5811604.089 | 1.10 |
| 18 | 320204.029 | 5811606.094 | 1.10 |
| 19 | 320203.386 | 5811565.430 | 1.10 |
| 20 | 320210.103 | 5811568.560 | 1.10 |
| 21 | 320216.838 | 5811571.698 | 1.10 |
| 22 | 320207.239 | 5811557.124 | 1.10 |
| 23 | 320213.968 | 5811560.252 | 1.10 |
| 24 | 320220.714 | 5811563.388 | 1.10 |

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DIAGRAM "B"

HATCHED AREAS NOT TO SCALE



SURVEY AND MAPPING VICTORIA
 DEPARTMENT OF FINANCE

COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE

J. Broadley
 SURVEYOR-GENERAL
 DATE 15-11-1993

SHEET 4 OF 6
 ORIGINAL SCALE 1:600 SHEET SIZE A3

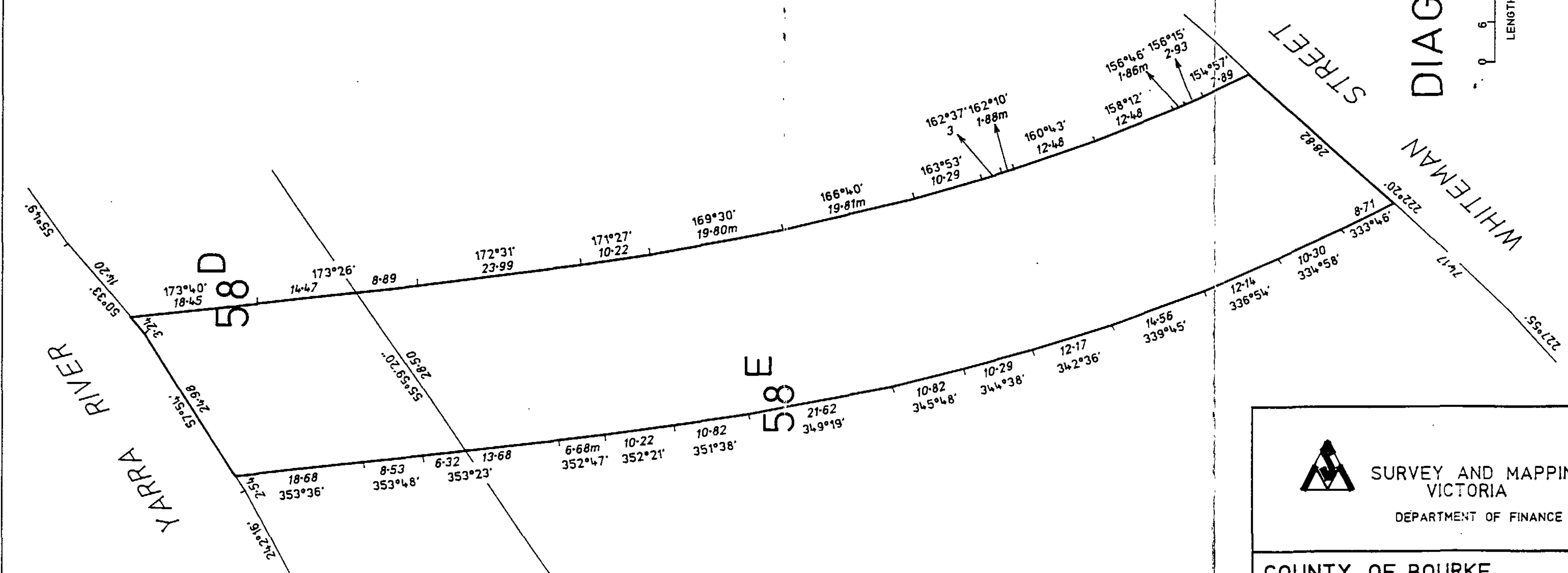
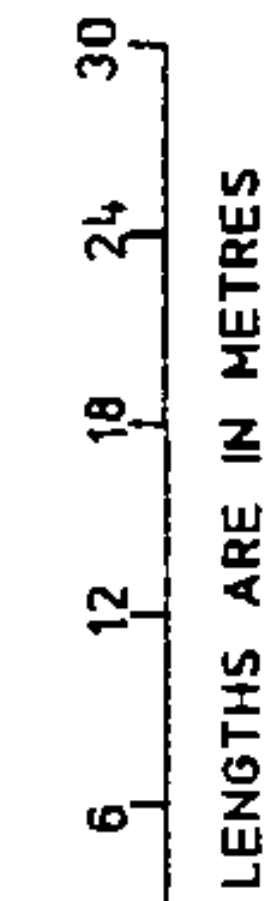
Corr. No P 012913 CP 112471

A.M.G.
 ZONE 55

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Assistant Registrar of Titles

DIAGRAM "C"



A.M.G. ZONE 55



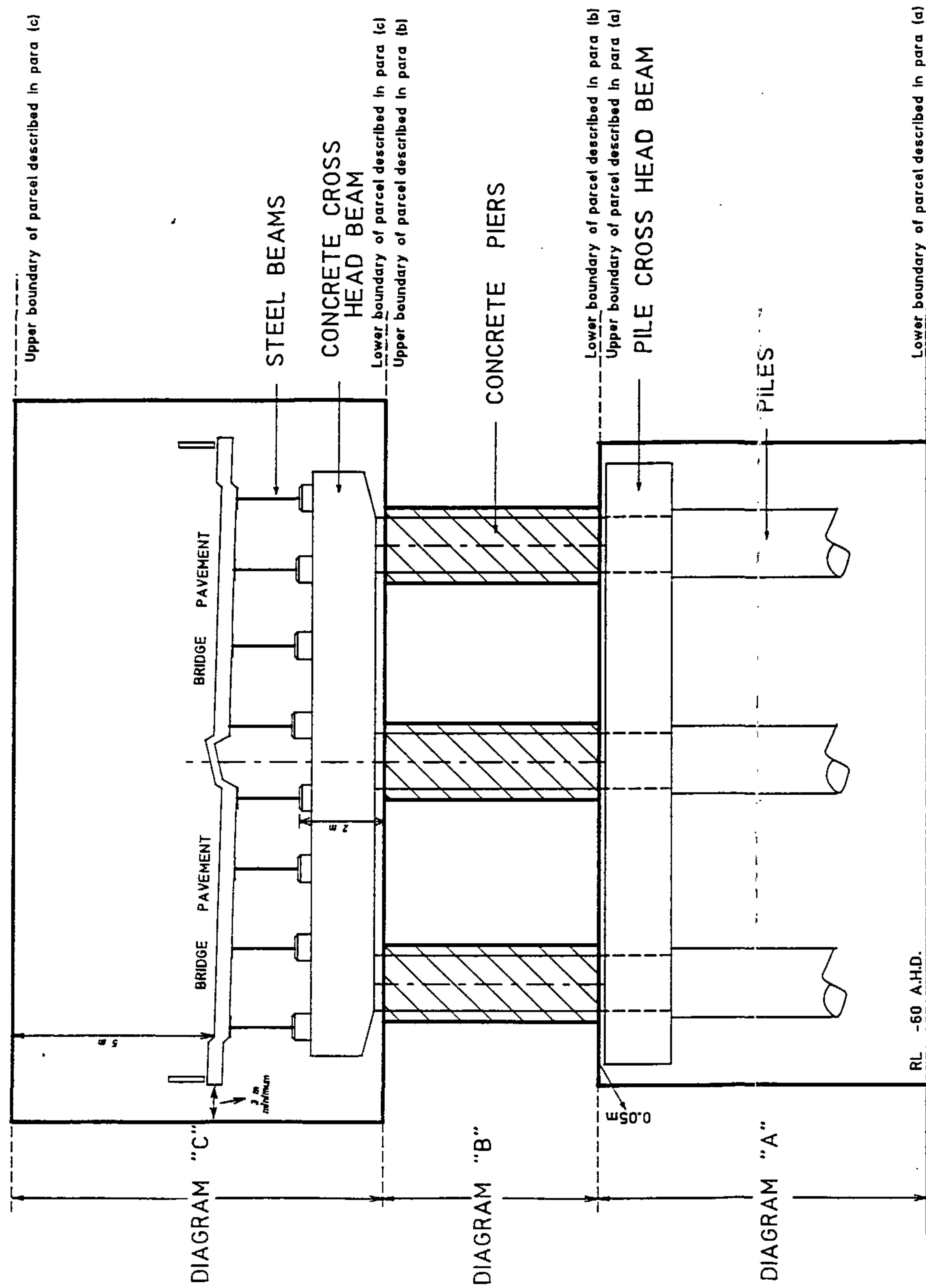
SURVEY AND MAPPING
VICTORIA
DEPARTMENT OF FINANCE

COUNTY OF BOURKE
PARISH OF MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE

J. Broadley
SURVEYOR-GENERAL
DATE 15-11-1993

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ORIGINAL SCALE 1:600
SHEET SIZE A3

Corr. No P 012913
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SECTION A-A
 VERTICAL CROSS SECTION
 NOT TO SCALE

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SURVEY AND MAPPING
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 DEPARTMENT OF FINANCE

COUNTY OF BOURKE
 PARISH OF MELBOURNE SOUTH
 CITY OF SOUTH MELBOURNE

J. Hank
 SURVEYOR-GENERAL

15-11-1993
 DATE

SHEET 6 OF 6

ORIGINAL SHEET SIZE A3

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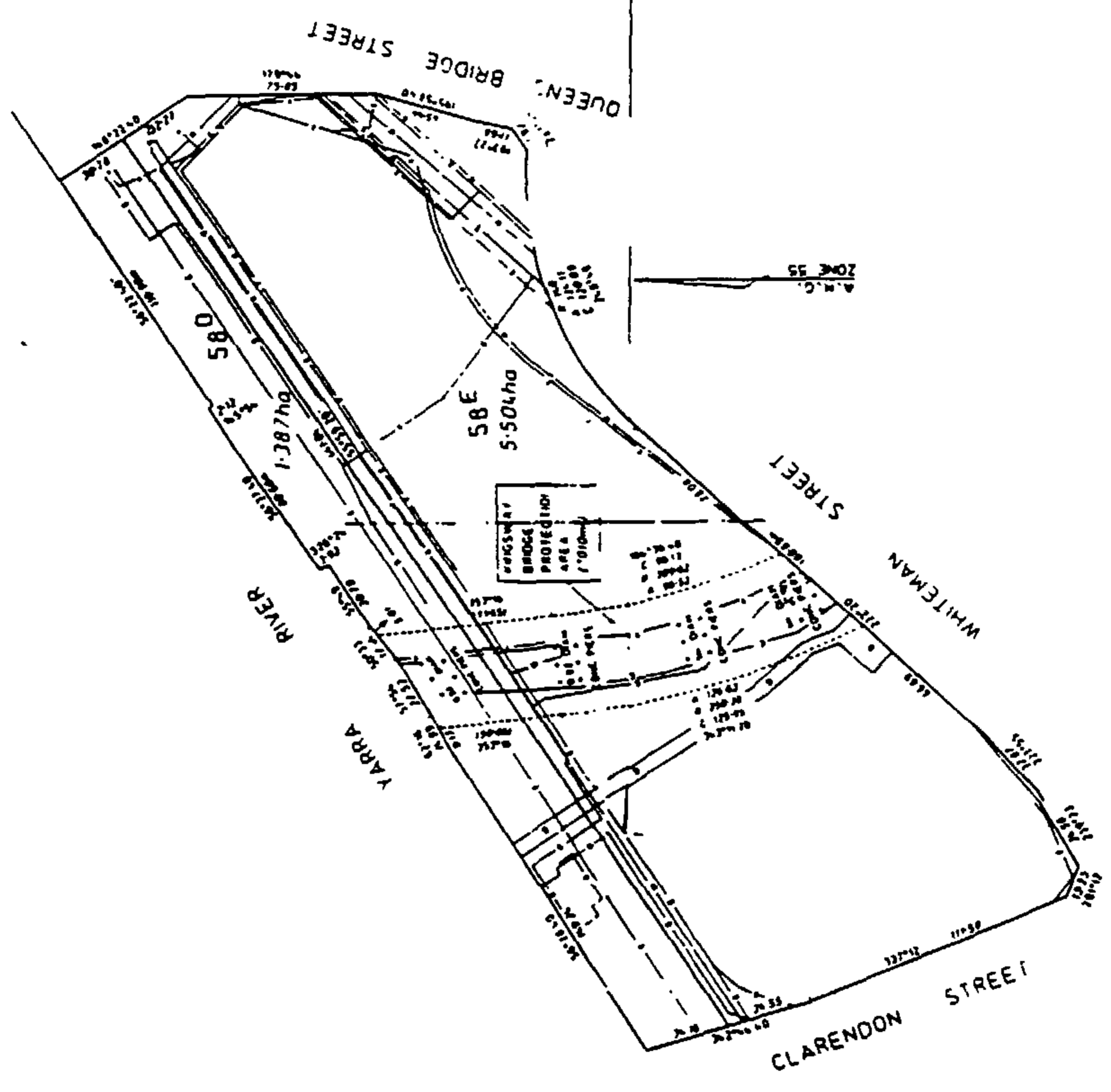
SCHEDULE FIVE

PLAN OF SERVICES ON SITE
(PART 3 AND 5)

As annexed

| | |
|---|--|
| <p>1. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> | <p>2. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> |
| <p>3. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> | <p>4. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> |
| <p>5. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> | <p>6. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> |
| <p>7. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> | <p>8. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> |
| <p>9. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> | <p>10. The land shown in this plan is subject to the provisions of the Land Use and Planning Act, 1979, and the provisions of the Land Use and Planning (General) Regulations, 1980, and the provisions of the Land Use and Planning (Zoning) Regulations, 1980.</p> |

PLAN OF CROWN ALLOTMENTS
COUNTY OF DUBLIN
PARISH OF MUNGTON
CITY OF SOUTH MUNGTON



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SCHEDULE SIX

CONDITIONS AND RESTRICTIONS FOR THE KING STREET
BRIDGE PROTECTION AREA
(PART 3)

1. Acknowledgement

The Company acknowledges the existence of the structure known as the King Street Bridge ('Bridge') over the area excluded from the Site as described on the plans annexed as Schedule Four ('Bridge Area').

2. Highway

The Bridge is a declared State Highway and the Roads Corporation is responsible for its care, maintenance, management and operation in accordance with the *Transport Act 1983*.

3. Company's Covenants

Subject to any agreement between the Company, the Minister and Roads Corporation the Company covenants and agrees with the Minister and Roads Corporation that with respect to any structures, activities or works on the Bridge Area or adjacent to the Bridge Area, the following requirements shall apply:

(a) Height Clearance above Bridge

A minimum clearance of 5 metres above the highest surface point of the Bridge Structure is required for any structures on or over the Bridge Area.

(b) Horizontal Clearance

A minimum clearance of 6 metres horizontally from either side of the Bridge is required for any buildings or structures adjacent to the Bridge Area.

(c) If alternative access arrangements, acceptable to Roads Corporation, can be made for maintenance equipment, plant, materials and personnel to access the Bridge then subject to paragraph (d) and to the prior written approval of Roads Corporation, the construction of structures with horizontal clearances of less than 6 metres from either side of the Bridge may be approved by Roads Corporation in its absolute discretion.

(d) In no event shall any clearance for any building or structure be:

(i) in the case of a continuous facade, less than 3 metres measured horizontally from the Bridge;

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- (ii) in the case of an isolated projection, less than one metre measured horizontally from the Bridge; or
 - (iii) at a distance less than that which the line of sight requirements for motorists using Kings Way are restricted so as to prevent or restrict adequate warning to allow appropriate stopping distances for motorists travelling at speeds of up to 70 kmh.
- (e) The Company acknowledges that all buildings and structures within 10 metres of the Bridge may have implications for maintenance, protection and road safety and that the design details for such buildings and structures shall be subject to the approval of Roads Corporation in its absolute discretion.
- (f) **Clearance below Bridge**
A minimum 2 metres clearance from the lowest point on the under side of the Bridge to any building or structure below the Bridge is required.
- (g) **Bridge Pier Clearance**
- (i) A minimum clearance of 3 metres laterally is necessary from the external face of the piers which form part of the Bridge.
 - (ii) A minimum clearance of 6 metres shall exist longitudinally from the external face of the piers to any building or structure on the Site.
 - (iii) The minimum clearances in the preceding paragraphs g(i) and g(ii) shall be measured from the rectangular base of the supporting Bridge piers and with the assumption that the rectangular base extends from the lowest level of the foundations to the bottom of the Bridge superstructure. No building or structure may be constructed below the Bridge piers without the prior written approval of Roads Corporation which consent may be withheld in Roads Corporation's absolute discretion.
 - (iv) Notwithstanding paragraphs (g)(i) and (g)(ii), if any building or structure on the Site is to surround the Bridge piers, clearance to within 50mm will be acceptable to Roads Corporation provided that any building or structure shall allow Roads Corporation, its servants and agents to:
 - (A) inspect the condition of all Bridge piers;
 - (B) carry out maintenance for reconstruction work on the Bridge piers; and

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(C) access the Bridge piers by the Company removing any architectural cladding surrounding the Bridge piers and providing a suitable and secure area around the Bridge pier or piers concerned, in order for inspection, maintenance or reconstruction to be carried out,

from time to time as and when Roads Corporation deems necessary.

(v) Roads Corporation, its servants or agents shall be under no obligation to reimburse the Company or to otherwise bear any costs relating to changes to buildings or structures that may be required for the purposes of the preceding paragraph (iv).

4. **Design requirements for structures adjacent to the King Street Bridge**

4.1 All designs for buildings or structures whether adjacent to above or below the Bridge ('Adjacent Structures') must allow Roads Corporation access at all times, to the Bridge piers, the underside and super structure of the Bridge for maintenance purposes and reconstruction works as and when necessary or desirable.

4.2 All Adjacent Structures must be designed to limit the impact of distraction to motorists using the Bridge including distractions caused by reflection or lighting.

4.3 All designs for Adjacent Structures shall be subject to the prior written approval of Roads Corporation and Roads Corporation must be satisfied by information supplied by the Company that the structural and geotechnical integrity of the Bridge (and every part of the Bridge) will be preserved notwithstanding construction of the Adjacent Structures. In particular it must be established to the satisfaction of Roads Corporation that any proposed construction will not adversely affect the structural adequacy of the Bridge foundations. All costs incurred by Roads Corporation in approving the engineering, structural and geotechnical details and the related design proposals for Adjacent Structures are payable by the Company upon demand by Roads Corporation.

5. **Special requirements for any building or structure beneath King Street Bridge**

5.1 Any structure constructed beneath the Bridge must have a suitable roof and be of a design and strength which can provide clear and uninterrupted access over the full width of that structure to enable the movement of persons, plant and equipment by Roads Corporation for matters related to the Bridge.

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- 5.2 The roof of any structure beneath the Bridge must be capable of carrying distributed live loads of up to 5 Kpa and shall be checked for 20KN isolated concentrated load.
- 5.3 Any development on or adjacent to the Bridge Area shall be such that maintenance equipment can be driven onto the roof of any structure constructed beneath the Bridge.
- 5.4 Safety railing of a standard and type satisfactory to Roads Corporation and capable of being readily dismantled for access purposes shall be erected by the Company around the perimeter of the roof of any structure constructed under the Bridge.
6. Indemnity and Insurance Requirements
- 6.1 The Company hereby releases and indemnifies Roads Corporation, the Minister and the State of Victoria and each of them from and against any claim for damage to the property of the Company or any injury loss or damage claimed by any person resulting from the operation, use, repair, maintenance or presence of the Bridge on, through or adjacent to the Site.
- 6.2 The Company hereby indemnifies and will keep indemnified Roads Corporation against any liability that may arise from:
- (a) any damage to the Bridge;
 - (b) any injury, loss or damage sustained by any person arising from the activities of the Company its servants or agents or any person in or upon or adjacent to the Site; and
 - (c) the presence of the Melbourne Casino Complex (or its construction) on the Site including any damage caused by fire, flood or explosion.
- 6.3 The Company must obtain and maintain appropriate policies of insurance to the satisfaction of Roads Corporation to cover the indemnities set out in clauses 6.1 and 6.2.
7. Construction requirements regarding the Bridge
- 7.1 Structures
- Any structure or building, including any proposed ramps on to the Bridge, must be structurally independent of the Bridge and any area of any structure or building, or any area on the Site, that provides for vehicular access must provide adequate protection to the satisfaction of Roads Corporation for any Bridge components that may be in the vicinity of that structure.
- 7.2 The adequacy of the existing Bridge railings to prevent errant vehicles from damaging adjacent buildings or structures must be reviewed by the Company in conjunction

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with Roads Corporation and any additional bridge railing or other protection considered necessary or desirable by Roads Corporation or the Company shall be provided at the Company's sole cost.

7.3 Geotechnical

- (a) Pile foundations for any structure or building on the Site must be at a sufficient distance from foundations of the Bridge to prevent any interaction of load.
- (b) There must be no surcharge loading adjacent to the existing Bridge columns resulting in down drag on the Bridge foundations.
- (c) Any sub-surface excavation and any construction works for any building or structure on the Site is to be carried out so that it does not impact upon the integrity of the Bridge foundations.
- (d) All geotechnical details relating to any design or works in proximity to the Bridge must be first approved in writing by the Roads Corporation.

8. Structures, Buildings and Construction Works

8.1 All buildings or structures constructed on the Site must be constructed in such a way and using such materials so as to protect the Bridge:

- (a) From fire, so that all buildings and improvements shall be constructed of non-combustible materials and so that no flammable or explosive products are to be stored on or in any premises adjacent to the Bridge; and
- (b) From fumes, so that no exhaust gases, vapours, smoke or fumes are to be discharged in the direction of the Bridge.

8.2 The design and construction of all buildings and structures on the Site shall be such as to prevent any fire which occurs on the Site from:

- (a) penetrating the area around or affecting the superstructure of the Bridge; and
- (b) causing those buildings and structures to collapse onto the Bridge.

8.3 Any structure constructed over the Bridge must be designed to be structurally independent of the Bridge such that the roof of that structure can be removed in an emergency to facilitate access to the Bridge.

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- 8.4 Any structure constructed over or on either side of the Bridge must incorporate lighting, acoustic and signing requirements to the satisfaction of Roads Corporation and must be installed and maintained by the Company at the Company's sole cost and at no cost to Roads Corporation.
9. Access Requirements
- 9.1 The Company acknowledges and agrees that Roads Corporation and its servants or agents must have the following access at the following times to all parts of the Bridge:
- (a) immediate access - at any time for inspection or works considered necessary or desirable by Roads Corporation and without the need for advance notice to the Company.
 - (b) inspection or maintenance access - to undertake periodic inspections and general remedial and preventative works. Access shall be on terms agreed between the Company and Roads Corporation and shall be at all reasonable times provided not less than 24 hours prior written notice is given to the Company by Roads Corporation.
 - (c) major works access - to undertake any necessary repairs to, or replacement of, any Bridge members (including bridge columns within any building on the Site). Access shall be on terms agreed between the Company and Roads Corporation and failing agreement may take place after at least 28 days prior written notice has been given to the Company.
- 9.2 Prior to the commencement of construction works for any building or structure on the Site, Roads Corporation will undertake major inspections of the Bridge components in conjunction with a representative of the Company. Further inspections shall be made during the construction of such works and a final inspection made immediately after Completion of construction. Any repair or maintenance works to the Bridge required as a consequence or as a result of any construction works on the Site is to be undertaken by the Company to Roads Corporation's satisfaction at the sole cost of the Company and at no cost to Roads Corporation.
10. Advertising and Signage
- All display, advertising or signs on structures or buildings adjacent to the Bridge must be first approved by the Roads Corporation in writing.
11. Services
- Any existing services to or on the Bridge, which are affected by the construction of or the subsequent presence of any building or any structure on the Site must at the election of Roads Corporation either be maintained by the

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Company to the satisfaction of Roads Corporation (at no cost to Roads Corporation), or relocated to the satisfaction of Roads Corporation at the cost of the Company and at no cost to Roads Corporation.

12. Additional Conditions for Kings Way

The Company acknowledges and agrees that there are additional conditions related to traffic and road plans, maintenance and traffic management which will need to be complied with before commencement of construction of the Melbourne Casino Complex. These additional conditions include:

- (a) all elements of the traffic plan agreed to by the Company and Roads Corporation concerning the Melbourne Casino Complex must be implemented at the cost of the Company and at no cost to Roads Corporation;
- (b) any change to the road network necessary as a consequence of the construction or operation of the Melbourne Casino Complex is to be approved at the sole discretion of Roads Corporation but will be discussed between the Company and Roads Corporation and will be implemented by the Company at the cost of the Company and at no cost to Roads Corporation;
- (c) (i) A construction programme for the Melbourne Casino Complex must be prepared by the Company and submitted to Roads Corporation for approval as soon as practicable following execution of this document ('Construction Programme'). This Construction Programme must detail anticipated impacts on the operation of the road network including the expected traffic volume in and out of the Melbourne Casino Complex.

(ii) The Company acknowledges that Kings Way is a key strategic metropolitan arterial road and that any proposal for lane closure must limit the affect on the traffic using Kings Way by effecting such closures on weekends or at night after 6.30 pm.
- (d) Construction of the Melbourne Casino Complex and the operation of construction plant and equipment is to be such that it does not distract motorists on Kings Way and does not compromise the safe movement of traffic on the Bridge. Any construction operations in close proximity to the Bridge must be first submitted to Roads Corporation for its approval.
- (e) The ongoing maintenance of any ramps accessing the Bridge will be undertaken by Roads Corporation at the cost of the Company.
- (f) (i) The King Street lower level bridges ('Lower Level Bridges') must be properly maintained by

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the Company at the sole cost of the Company. Subject to paragraph (ii) Roads Corporation from the date of this document will have no responsibility for the care, maintenance or management of the Lower Level Bridges.

- (ii) Any modifications proposed to be made by the Company to the Lower Level Bridges (including alignment, lighting and signage) must first be approved by Roads Corporation and all such modifications must be undertaken by the Company at the cost of the Company and at no cost to Roads Corporation.

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SCHEDULE SEVEN
ROADS CORPORATION CONSENT
(PART 3)

vic roads



Contact: Jeff Page 302 8607
Our Reference: PR/SMB/035/003
Date: 12 November 1993

Mr Graeme Manie
Hudson Conway Management Limited
311 Glenferrie Road
MALVERN VIC 3144

Dear Mr Manie,

CASINO: KINGS WAY CLEARANCE

I refer to your letter of 5 November, 1993, requesting approval for the Melbourne Casino structures to encroach within the specified clearance zone surrounding the Kingsway Structure.

The two areas where vertical clearance below the bridge structure would be less than 2.00m are:

- (i) A 6.60m wide section across the structure, in the area of the old railway embankment, for a service tunnel, and
- (ii) An area in the vicinity of Yarra Bank Road where a canopy would be installed to screen the bridge. This area is not within the Casino structure.

VicRoads' prime concern with respect to the clearance zone is that it should enable VicRoads to undertake any and all works required to maintain the bridge in a safe and effective manner.

VicRoads is prepared to permit the two requested encroachments into the clearance envelope, for the life of the Casino Structure, subject to the following conditions:

1. Access by VicRoads to the roof of the Casino structure below the Kingsway bridge, is available at all times,
2. The elements constructed within the clearance envelope be designed so as to provide support for personnel during the course of routine maintenance/inspections, and to be readily removable in the advent of significant maintenance of the Kingsway structure being required.

Metropolitan North West 8th Floor North Building
Cnr. Lygon and Princes Streets Carlton Victoria Australia
P.O. Box 119 Carlton South Victoria 3053 Telephone : (03) 854 2666 Facsimile : (03) 345 4854

12-NOV-1995 10:57

CENTRAL METRO VIC ROADS

61 3 345 4710 P.003/003

3. In the event that VicRoads determines that the elements within the clearance envelope need to be removed or modified for bridge maintenance purposes, Crown Casino will remove or modify the elements without delay, and at no cost to VicRoads.

I await your further advice in this regard.

Yours sincerely,



GEOFF KLOOT - REGIONAL MANAGER



PROPERTY SERVICES DEPARTMENT

The Secretary
Crown Casino Ltd
Hudson Conway House
311 Glenferrie Road
MALVERN VIC 3143

Date: 20 February 1996

Telephone: 9854 2855
Enquiries: A O'Brien

Please quote: MCL

Dear Sir

Melbourne City Link Project
121 - 149 Kings Way, Sth Melbourne

VicRoads is acting as agent for the Melbourne City Link Authority in relation to obtaining the land necessary for the construction of the Melbourne City Link Project.

Your company leases land being Crown Allotment 24B Section E Parish of Melbourne South and known as 121 - 149 Kings Way Sth Melbourne from the Minister for Finance. The land is leased pursuant to Crown Lease Volume 1212 Folio 474.

It is noted that at the time the Crown Lease was issued the interested parties were aware the land may be required for the City Link Project. Accordingly Clause 6.4 of the lease provides for the resumption of the lease on 4 months notice in writing by Roads Corporation of notification that the leased land is required for transport facilities.

You are hereby notified that the land is required for the construction of the Melbourne City Link Project. In addition you are advised that possession of the land will be required on the 17 June 1996.

The Minister for Finance has been informed of the requirement to terminate your lease effective from the 17 June 1996 and that rental should cease to be paid on that date.

If you have any queries please call Adrian O'Brien on 9854 2855.

Yours faithfully


T H HOLDEN
MANAGER PROPERTY SERVICES

BLAKE DAWSON WALDRON

SOLICITORS

James K Armitage

Alan K Cornell

Anthony W D McIntyre
 Nicholas Carson
 Donald R Magarey
 William R Mackinnon
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 John D Odibert
 A John Stammers
 Charles B G Brett
 Geoffrey W Hone
 Gavin J R Forrest
 Hugh D H Keller
 Rodon King
 T Campbell Johnston
 Peter Johnstone
 Phillip Simons
 David R Somerville
 Gary G Trollope
 Adrian G H Morris
 Graham J Bradley
 William D M Cannon
 Bayfield Collison
 Michael Hunt
 William C Conley
 J W Logan Armstrong
 Douglas A Patrick
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 C John Gordon
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 John V O'Halloran
 Philip M Maxwell
 Geoffrey Gibson
 James R G Bell
 Ian Adrian
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 Richard F Fawcett
 Neil C Fearis
 James F Murray
 Ronald Harmer
 Michael Eyers
 Richard J C Brooks
 Phillippa M Russell
 Rodney H Bush
 Christopher Davidson
 Beverley Hoskinson-Green
 John P Pavlakis
 Gail A Owen
 Nicholas Komer
 David J McGulness
 John E Griffiths
 Richard Rolfe
 Geoffrey Applegate
 George D Raitt
 Graeme H Murphy

Michael W Fitzgerald
 Mark Brennan
 Christopher G Eves
 John Ford
 Timothy Glenn
 Trevor E Danos
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 Christopher J Goddard
 Mary L Padbury
 Jonathan Letten
 Jenifer J Leuba
 Ashley Wharton
 Meredith K Beattie
 Michael Aitken
 Antony B Greenwood
 Francis G S Macindoe
 David A Williamson
 John Lobban
 Ian J Nicol
 Graeme J Harris
 Robert J Todd
 Shane McNamara
 Geoffrey P Wood
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 Philippa J Colman
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 John G Carrington
 Lucy M Bylhouwer
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YOUR REF

OUR REF RHB:803904

WRITER'S DIRECT LINE 659 4548

21 February 1994

Mr A Seyfort
 Crown Casino Limited
 99 Queensbridge Street
 SOUTH MELBOURNE VIC 3205

Dear Anthony,

Melbourne Casino Project Permanent Casino Site - Agreement with Melbourne Water

I assume you are keeping a copy of all executed agreements. I enclose the original of the above agreement, executed by Melbourne Water (I have kept a photocopy). I also enclose the original part signed by the Minister.

Yours sincerely,



Rodney H Bush

Enc.

1472593

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