

Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 24(2) Docklands Authority Act (1991)

W713976M
070400 1440 MISC \$59



Lodged by: *Minter Ellison*
Name:
Phone:
Address:
Ref: AP 1166384
Customer Code: *7810*

The authority having made an agreement requires a recording to be made in the Register for the land.

Land: volume 10494, folio 619

Authority or council: Docklands Authority of Level 38, 525 Collins Street, Melbourne 3000

Section and Act under which agreement made: Section 24(2) Docklands Authority Act.

A copy of the agreement is attached to this application

Date: *5* April 2000

Signed: *Minter Ellison*
Minter Ellison
Current practitioner for the applicant

**ADVERTISED
PLAN**

M
2.7.2000

COMMERCIAL-IN-CONFIDENCE



DW713976M-2-4

SEVEN CUSTODIANS PTY LTD

and

DOCKLANDS AUTHORITY

**REGISTERABLE AGREEMENT
(General Obligations)**

Rest of Stadium Precinct Docklands Area

MINTER ELLISON
Lawyers
Rialto Towers
525 Collins Street
MELBOURNE VIC 3000
DX 204 MELBOURNE
Telephone (03) 9229 2000
Facsimile (03) 9229 2666
Reference LGAB AP 1166384

REGISTERABLE AGREEMENT

AGREEMENT dated 1 March 2000 ~~November 1999~~

BETWEEN **DOCKLANDS AUTHORITY** of Level 38, Rialto South Tower, 525 Collins Street, Melbourne in the State of Victoria ('**Authority**')

AND **SEVEN CUSTODIANS PTY LTD ACN 089 327 551** of Level 13, 1 Pacific Highway, North Sydney in the State of New South Wales ('**Owner**')

RECITALS

- A. The Owner is or is entitled to be registered as proprietor of the Land.
- B. The Owner is a party to the Development Agreement pursuant to the Novation Deed, under which it has agreed to enter into this Agreement.
- C. This Agreement is an agreement under section 24(2) of the *Docklands Authority Act 1991*.
- D. The parties intend that the Authority may, in its discretion, register this agreement with the Registrar of Titles in accordance with section 181 of the Act so that the Owner's covenants referred to in this Agreement run with the Land.

1. DEFINITIONS

In this Agreement:



DW713976M-3-1

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

'**Development Agreement**' means the precinct development agreement entered into by the Authority and the Seven Network Ltd ACN 052 816 789 dated 24 September 1998 (as amended by the First Deed of Variation and as novated to the Owner by the Novation Deed) for the development of the area known as the Rest of Stadium Precinct within the Docklands Area of which the Land forms part;

'**Docklands Authority**' means the Authority established by the *Docklands Authority Act 1991* (Vic) for the purpose of facilitating the development of the Docklands Area;

'**First Deed of Variation**' means the deed of that name between the Authority and Seven Network Ltd ACN 052 816 789 dated on or about 14 October 1999;

'**Land**' means all of the land on the compilation plan (with an area of 1.381 hectares) as shown in Schedule O of the Development Agreement, being part of the land contained in certificate of title volume 10269 folio 528 and known as Rest of Stadium Precinct, Docklands Area;

'**Novation Deed**' means the deed of the same name between the Authority, the Owner and Seven Network Ltd ACN 052 816 789 dated on or about the date of this agreement;

'**Owner**' includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land;

'Planning Scheme' means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

'State' means the Crown in right of the State of Victoria.

2. REGISTERED AGREEMENT

2.1 Purpose of this Agreement

This agreement is made under section 24(2) of the *Docklands Authority Act* with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Authority, in its discretion, may apply to the Registrar of Titles to have this Agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

3. COMMENCEMENT

This Agreement will come into force and effect from the date of this Agreement.

4. ENDING OF AGREEMENT

This agreement will end as set out in the Developer Agreement, or earlier by agreement in writing between the parties.

5. OWNER'S COVENANTS

5.1 Owner Covenants

The Owner will:

- (a) comply or procure compliance with the Developer's obligations under the Development Agreements; and
- (b) not sell, transfer, dispose of, assign or otherwise part with ownership of all or part of that Land unless and until the transferee has entered into an agreement with the Authority on substantially the same terms and conditions as the terms and conditions contained in the Development Agreement amended to the extent necessary to make them applicable to the interest transferred by the Owner and any other arrangement necessary to give effect to the intent of the parties under the Development Agreement or the Novation Deed (or both) or otherwise as agreed by the parties.



Handwritten signature

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Authority, in its discretion, to register this Agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Authority prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

5.6 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this Agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. RESPONSIBLE AUTHORITY'S COVENANT

As soon as reasonably practicable after the ending of this Agreement the Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.



DW713976M-3-6

[Handwritten signature]

7. GENERAL



DW713976M-6-3

7.1 Proper law

This Agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon the Authority under this Agreement does not fetter the future exercise of any statutory discretion by the Authority and the provisions of this Agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this Agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of the Authority.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7.6 Reading down and severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. COSTS

The Owner agrees to pay the reasonable costs of the Authority of and incidental to this Agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined by the Law Institute of Victoria.

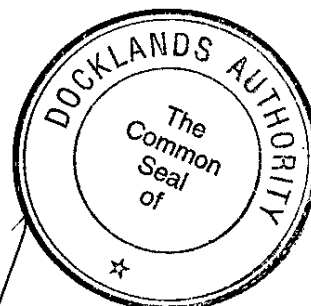
9. INTERPRETATION

In this Agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute.
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to the Authority includes its successors and assigns (including its successors as responsible authority under the Act).

EXECUTED as a deed

THE COMMON SEAL of **DOCKLANDS AUTHORITY** is affixed in accordance with the Docklands Authority Act 1991 in the presence of



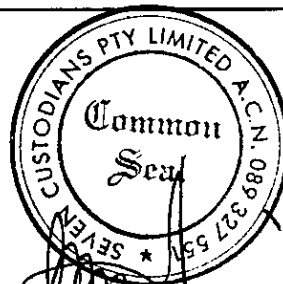
.....
Board Member

.....
Board Member/Chief Executive Officer



Handwritten signature/initials.

THE COMMON SEAL of SEVEN
CUSTODIANS PTY LTD is affixed in
accordance with its Articles of Association
in the presence of



Secretary

JUDITH ANNE HOWARD

Name of Secretary (print)

Director

PETER JOSEPH LEWIS

Name of Director (print)



DW713976M-8-8

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10805 FOLIO 727

Security no : 124123702499Q
Produced 15/04/2025 11:11 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 432271H.
PARENT TITLE Volume 10494 Folio 619
Created by instrument PS432271H 03/06/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SEVEN CUSTODIANS PTY LTD of LEVEL 13/1 PACIFIC HIGHWAY NORTH SYDNEY NSW 2060
PS432271H 03/06/2004

ENCUMBRANCES, CAVEATS AND NOTICES

LEASE as to part AC248465F 07/08/2003
Expiry Date 19/06/2202
DEVELOPMENT VICTORIA
TRANSFER OF LEASE AH593396B 3/11/2010
TRANSFER OF LEASE AR653822S 14/11/2018

CAVEAT as to part AB078605V 15/02/2002

Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
30/11/2001
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
CITIPOWER PTY LTD
Notices to
CITIPOWER PTY COMPANY SECRETARY of LEVEL 15, 624 BOURKE STREET MELBOURNE
3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 24 (2) Docklands Authority Act 1991
W713976M 07/04/2000
AMENDMENT OF AGREEMENT AC295770J 28/08/2003

AGREEMENT Section 162 Building Act 1993
W944159H 28/07/2000

AGREEMENT Section 173 Planning and Environment Act 1987
AD030381T 05/08/2004

AGREEMENT Section 24 (2) Docklands Authority Act 1991
AG263795M 23/12/2008
AMENDMENT OF AGREEMENT AG263796K 23/12/2008

DIAGRAM LOCATION

SEE PS432271H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd



AC248465F

07/08/2003 \$69 66



Lease
Section 66(1) Transfer of Land Act 1958

Lodged by: **FREEMILLS**
Name:
Phone: **9288 1234**
Address: **101 COLLINS ST, MELBOURNE**
Ref: **DEB: 80506190**
Customer Code: **2961C**

*dr n/a to issue to Allens
Arthur Robinson*

*o/c P/A
consent*

The lessor leases to the lessee the land for the term and yearly rental specified subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease and subject to the covenants and conditions contained in this lease.

Land: The whole of the land identified as lot 1 on the attached plan being part of the land in certificate of title volume 10494 folio 619

Lessor: Seven Custodians Pty Limited

Lessee: Guardian Trust Australia Ltd of Level 23 Market Street,
SYDNEY NSW 2000 DEB

Term: 199 years

Commencement date: 20 June 2003

Rental: Nil

Covenants: See attached covenants.

Date: 20 June 2003



DAC248465F-1-1

Signed by the Lessor
in the presence of: See page 31 for execution by the Lessor

Signed by the Lessee
in the presence of: See page 31 for execution by the Lessee

LEASE

CT 10494.619 (PT)

Regn 08/08/03

Please register this dealing and upon registration issue duplicate certificate of title volume 10494 folio 619 to Allens Arthur Robinson (Ref: David McLeish)

Allens Arthur Robinson

Allens Arthur Robinson
Solicitors for the registered proprietor

*A to Allens
Arthur Robinson
Solicitors
8/8/03*

*8/8/03
x*

MALLESONS STEPHEN JAQUES

Head Lease of Melbourne Broadcast Centre

Dated 20 June 2003

Seven Custodians Pty Limited ("Landlord")
Guardian Trust Australia Ltd ("Tenant")
Seven Network Limited ("Guarantor")
Trafalgar Managed Investments Ltd ("RE")



DAC248465F-2-0

Mallesons Stephen Jaques
Level 60
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
T +61 2 9296 2000
F +61 2 9296 3999
Email syd@mallesons.com
DX 113 Sydney
www.mallesons.com
Ref:HS:CKK:SJK

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Details



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Interpretation – definitions are at the end of this lease

Item 1	Landlord
	Seven Custodians Pty Ltd ACN 089 327 551
Item 2	Tenant
	Guardian Trust Australia Ltd ACN 050 294 052
Item 3	Premises
	Melbourne Broadcast Centre, Docklands, Melbourne as shown on the attached plan
Item 4	Land
	Lot 1 on Plan of Subdivision 432271H being part of the land described in Certificate of Title Volume 10494 Folio 619
Item 5	Term
	199 years
Item 6	Commencement Date
Item 7	Expiry Date
Item 8 (clause 6)	Public liability insurance
	\$50,000,000
Item 9 (clause 8.1)	Permitted Use
	Any use permitted under the planning scheme applicable to the Land.
Item 10 (clause 23)	Landlord's address for service
	Address: Level 9 1 Pacific Highway North Sydney NSW 2060
	Fax: (02) 9967 7918
	Attention: Company Secretary

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Tenant's address for service

Address:

Fax:

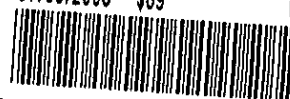
Attention:

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\$69

66



Item 11

Business Day place(s)

Melbourne and Sydney



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1 Grant of Lease

1.1 Grant

The Landlord leases the Premises to the Tenant for the Term subject to any prior encumbrances noted on the title to the Land or in the Details.

1.2 Concurrent lease

The parties acknowledge that this lease is granted by the Landlord as a lease concurrent to the Existing Leases and that the Tenant's right of occupation of the Premises is subject to those of the lessees under the Existing Leases.

1.3 Tenant entitled to rents

The Landlord and the Tenant acknowledge and agree that the Tenant is entitled to receive all rents and other moneys payable under, and to enforce all covenants on the part of the lessor under, the Existing Leases.

1.4 Existing Leases

The Landlord agrees that the Tenant is not required to comply with its obligations under clauses 4, 6 and 8.4(a) during the term of the SNOL Lease.

2 Rent

2.1 Premium

The Tenant must pay the Landlord a premium of \$44,500,000 in consideration of the grant of this lease. This premium is not refundable to the Tenant under any circumstances. The premium is payable by instalments as follows:

- (a) \$39,500,000 on the Commencement Date; and
- (b) \$5,000,000 on 17 October 2003.

2.2 No rent

There is no rent payable under or in connection with this lease.

2.3 No additional rent

Subject to clauses 2.1 and 2.2, no amount by way of additional rent or additional premium is payable by the Tenant under this lease.

3 Not used



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4 Outgoings and other payments

4.1 Outgoings

The Tenant agrees to pay all of the Outgoings as and when they fall due.

4.2 Services

The Tenant agrees to pay all charges for Services as and when they fall due.

4.3 Notices

The Landlord must promptly provide to the Tenant any notice the Landlord receives which relates to the payment or assessment of Outgoings or Services.

4.4 Tenant may challenge assessment

The Landlord must notify the Tenant in writing of all valuations of the whole or any part of the Premises made by any governmental authority to enable the Tenant to object if it wishes. Notice must be given by the Landlord to the Tenant within 10 Business Days following receipt of the valuation notice by the Landlord. The Landlord must permit the Tenant to object to the valuation and for that purpose use the Landlord's name provided that:

- (a) the Tenant must indemnify the Landlord against all Costs payable by the Landlord as a result of the Tenant's objection; and
- (b) the Tenant must not reach any compromise agreement with the valuing authority without the prior consent in writing of the Landlord (not to be unreasonably withheld or delayed).

This clause 4.4 does not entitle the Tenant to delay or withhold payment of any Outgoings or charges for Services on the date that they are due and payable.

4.5 Tenant to pay charges levied on premises

The Tenant shall pay all rates and taxes separately charged to the Premises for electricity, gas, oil and water separately metered and consumed in or on the Premises, and shall also pay all charges in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service separately to the Premises.

4.6 Additional obligations relating to Outgoings

- (a) To the extent possible, the Tenant must use its reasonable endeavours to become the rate-paying lessee of the Premises.
- (b) The Tenant must pay all Outgoings levied, assessed or charged after the Commencement Date on or in respect of any Services or on the Tenant by reason of its interest in the Premises or on the Landlord by reason of its ownership of the Premises and



must do so within the time allowed by the relevant assessment.

- (c) The Tenant must pay all fines and charges for late payment by it of any of those amounts referred to in sub-clauses (a) and (b) except where the fine or charge is incurred as a result of a failure of the Landlord to provide a copy of the assessment or account in sufficient time for the Tenant to make payable by the due date for payment, in which case the Landlord must pay the relevant fine or charge.
- (d) If the Tenant fails to perform its obligations under this clause 4.6 and the Landlord pays any Outgoings payable by the Tenant under this Lease, the Tenant must reimburse the Landlord for the payment made by the Landlord under this sub-clause (d) upon demand by the Landlord.
- (e) The Landlord and the Tenant agree that it is their intention that the Tenant pays Outgoings charged or otherwise payable in connection with the Premises after the Commencement Date unless such costs are payable as a result of any breach of this lease by the Landlord.

5 Payments

5.1 Manner of payment

The Tenant agrees to make payments under this lease to the Landlord (or directly into a nominated bank account or to a person nominated by the Landlord in a notice to the Tenant) by the method the Landlord reasonably requires without set-off (including equitable set-off) or counterclaim and without deduction. All payments are to be made in immediately available funds.

5.2 Adjustment of payments

If the Tenant pays an amount which it is found later to be incorrect, then even if the Landlord has given the Tenant a receipt, the Tenant agrees to pay the Landlord (or the Landlord agrees to repay the Tenant) the difference between what the Tenant has paid and what the Tenant should have paid within seven days after either party gives the other a notice about the mistake. The Tenant will not be required to make any adjusted payment until the Tenant has received an Adjustment Note.

5.3 Obligations not affected

Expiry or termination of this lease does not affect the Tenant's obligations to make payments under this lease for periods before then.

5.4 Interest on overdue amounts

The Tenant agrees to pay interest on any amount under this lease which is not paid on the due date for payment. Interest accrues daily from (and including)



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the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.

The Tenant agrees to pay interest under this clause 5.4 on demand from the Landlord.

5.5 Rate of interest

The rate of interest applying to each daily balance is the Default Interest Rate.

5.6 Compounding

Interest payable under clause 5.4 ("Interest on overdue amounts") which is not paid when due for payment may be added to the overdue amount by the Landlord every 30 days. Interest is payable on the increased overdue amount at the rate set out in clause 5.5 ("Rate of interest") in the manner set out in clause 5.4.

6 Insurances



DAC248465F-12-1

6.1 Tenant to insure

The Tenant agrees to:

- (a) maintain with an insurer approved by the Landlord (which approval must not be unreasonably withheld or delayed) in the names of the Tenant, the Landlord and any mortgagee of the Land (but only for the purposes of this Lease) public risk insurance for a sum insured of at least the amount set out in item 8; and
- (b) in respect of the insurance required by paragraph (a):
 - (i) keep each policy of insurance current, and provide the Landlord with certificates of currency upon request by the Landlord to do so;
 - (ii) on or before the Commencement Date and within 10 Business Days after any renewal of the insurance policy, the Tenant will give the Landlord access to review the insurance policies and the Tenant will notify the Landlord of any material changes to such policies affecting the risk being insured under clause 6.1(a);
 - (iii) rectify anything which might prejudice any insurance and reinstate the insurance if it lapses; and
 - (iv) notify the Landlord as soon as practicable when any policy of insurance is cancelled.

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6.2 Variation of Public Liability

The Landlord (acting reasonably) may vary the amount in item 8 to such reasonable higher amount as may be appropriate having regard to the then market practice by notifying the Tenant of a varied amount.

6.3 Tenant not to void insurance

The Tenant may not:

- (a) do or permit anything which prejudices any insurance in connection with the Premises; or
- (b) without the Landlord's consent (which consent will not be unreasonably withheld or delayed) cancel or allow to lapse any insurance referred to in clause 6.1(a) without having a new policy of insurance in place.

7 Indemnities and releases



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7.1 Indemnity

The Tenant indemnifies the Landlord against any Loss arising from, and Costs incurred by the Landlord (whether before or after termination of this lease) in connection with:

- (a) a default by the Tenant under this lease;
- (b) the act, neglect or omission of the Tenant; or
- (c) the Tenant's use and occupation of the Premises,

except to the extent the Loss arises from, or the Cost is incurred as a result of, the Landlord's or the Landlord's Employees and Agents' negligence or default. The Tenant agrees to pay amounts due under this indemnity on demand from the Landlord.

7.2 Release

The Tenant releases the Landlord from, and agrees that the Landlord is not liable for, any Loss arising from, and any Costs incurred, in connection with:

- (a) any damage, injury or death occurring on the Premises;
- (b) the Tenant's use and occupation of the Premises;
- (c) the Premises not complying with any law or the requirements of authorities; and
- (d) anything the Landlord is permitted or required to do under this lease,

except to the extent that the Loss arises from, or the Cost is incurred as a result of, the Landlord's or the Landlord's Employees and Agents' negligence or default.

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7.3 Tenant to Reimburse Landlord

The Tenant must reimburse the Landlord on demand for any amounts for which the Tenant is responsible for payment and has failed to pay (including, without limitation, any Outgoings) and which have been paid by the Landlord.

8 Tenant's additional obligations



DAC248465F-14-9

8.1 Permitted Use

The Tenant agrees to use the Premises only for the Permitted Use.

8.2 Landlord to consent to applications

The Landlord agrees to consent to any application which the Tenant wishes to make for any approval or consent in connection with the Land, or the development or use of the Land, including without limitation any:

- (a) rezoning application;
- (b) development application;
- (c) subdivision application, including for any leasehold strata or similar subdivision; or
- (d) construction certificate.

The Landlord must sign any consent form promptly after receipt of it from the Tenant.

8.3 Landlord not to object

The Landlord, in its capacity as landlord, must not:

- (a) object to any development or other applications required or lodged by the Tenant in respect of the Land or its development and use;
- (b) without the consent of the Tenant, lodge any development or other application in respect of the Land, its development and use; or
- (c) subdivide the whole or any part of the Land or alter any rights or benefits that attach or accrue to the Land.

8.4 General obligations

The Tenant agrees to:

- (a) subject to clause 14.1(b), comply on time with all laws and the requirements of authorities in connection with the Premises, the Tenant's Business, the Tenant's Property, the use or occupation of the Premises and any Contamination (including obtaining all permits and complying with all notices), irrespective of whether the law or requirement is imposed on the Landlord or the Tenant; and

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- (b) when asked by the Landlord, promptly do everything reasonably necessary for the Tenant to do to enable the Landlord to exercise its rights under clause 11.3.

8.5 Tenant's Employee's and Agents

- (a) The Tenant agrees to ensure that the Tenant's Employees and Agents comply, if appropriate, with the Tenant's obligations under this lease.
- (b) The Tenant is responsible for the acts and omissions of the Tenant's Employees and Agents.

8.6 Indirect acts

If this lease prohibits the Tenant from doing a thing, then the Tenant may not allow or cause any person to do that thing.

9 Repair and Tenant's Works

The Tenant may at any time demolish, construct, refurbish, alter or improve either in whole or in part and in any way, in the absolute and unfettered discretion of the Tenant and without the Landlord's approval, the Premises or other improvements from time to time on the Land.

10 Transfer and other dealings



DAC248465F-15-2

10.1 Assignment

The Tenant may transfer or assign or otherwise deal with, mortgage or otherwise encumber, or grant a concurrent lease in respect of the whole or any part of its interest in this lease without the prior written consent of the Landlord.

10.2 Subleasing and Licensing

The Tenant may sublet or license the whole or any part of the Premises in its absolute discretion. Any sublease or licence must provide that it will automatically terminate upon termination of this lease notwithstanding any rule of equity or law.

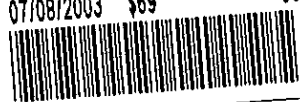
10.3 Tenant to advise Landlord

The Tenant must give the Landlord written notice of and copies of relevant documents in respect of any assignment, sublease or licence granted by the Tenant pursuant to this clause 10 within 30 days after the assignment, sublease or licence (as the case may be).

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10.4 When assignment takes effect

An assignment does not take effect against the Landlord nor does the Landlord have any obligations towards the proposed assignee until:

- (a) the proposed assignee has executed an instrument agreeing with the Landlord to be bound by this lease as if the proposed assignee were the Tenant, and covenanting to comply with the obligations of the Tenant under this lease from the date the proposed assignment takes effect; and
- (b) the Tenant and the proposed assignee have executed and given to the Landlord a stamped transfer of this lease in the form required by the Landlord.

10.5 Assignee to comply with Tenant's obligations

By taking an assignment the assignee is taken to have agreed with the Landlord to comply with the obligations of the Tenant under this lease from the date the assignment takes effect.

10.6 Prohibitions against dealing with Land

Subject to clause 11.4, from the Commencement Date, the Landlord may not mortgage or otherwise encumber the Premises, grant any lease or other interest or dealing, change, amend, alter or remove or grant easements or other similar rights over the Premises without the prior written consent of the Tenant. The Tenant may withhold its consent under this clause 10.6 in its absolute discretion.

11 Landlord's additional obligations and rights

11.1 Quiet enjoyment

Subject to the Landlord's rights, while the Tenant complies with its obligations under this lease it may occupy the Premises during the Term without interference by the Landlord or any person claiming through the Landlord.

11.2 Not used



11.3 Landlord's right to undertake works

- (a) Where:
 - (i) the Tenant has failed to comply with its obligations under clause 8.4(a) to the extent that such laws are imposed (or capable of being imposed) on the Landlord; and
 - (ii) the Landlord provides the Tenant with written notice of the Tenant's failure to comply with its obligations under clause 8.4(a); and

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- (iii) the Tenant fails to comply with its obligations under clause 8.4(a) within a reasonable time of receipt of the Landlord's notice pursuant to paragraph (ii),

then the Landlord may at its discretion enter the Premises and undertake works necessary to ensure compliance with the Tenant's obligations under clause 8.4(a).

- (b) In exercising its rights under paragraph (a) the Landlord may enter the Premises and perform any works required to cure the default. Any such works must be done:
 - (i) in a proper and workmanlike manner;
 - (ii) with appropriate insurance policies in place as are prudent for the nature of the works, including where relevant, contractors all risk insurance; and
 - (iii) in accordance with all laws and the requirements of authorities.
- (c) The Tenant must reimburse the Landlord for costs incurred by the Landlord in validly exercising its rights under this clause 11.3.

11.4 Change of Landlord

Subject to clauses 14.1(b) and 14.2, if the Landlord deals with its interest in the Land so that another person becomes Landlord:

- (a) the Landlord is released from any obligation under this lease arising after it ceases to be Landlord other than its obligations under clauses 14.1(b) and 14.2; and
- (b) the Tenant will, if asked by the Landlord and at the Landlord's cost, sign a deed under which:
 - (i) the Tenant each agrees with the other person to comply with this lease as if the other person was the Landlord; and
 - (ii) the other person assumes the Landlord's obligations under this lease arising after the Landlord ceases to be Landlord.

11.5 No further concurrent lease

The Landlord must not grant a lease which is concurrent or superior to this lease.

12 Expiry or termination

2.1 Tenant to vacate

The Tenant must vacate the Premises on the Expiry Date. The Tenant is not obliged to make good any damage to the Premises.



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12.2 Removal of Tenant's Property

The Tenant may but is not required to remove all Tenant's Property from the Premises before the day the Premises must be vacated.

12.3 Tenant's Property not removed

The Landlord may treat the Tenant's Property which is not removed in accordance with clause 12.2 as abandoned and deal with it in any way it sees fit at the Landlord's expense.

12.4 Risk

The Tenant's Property is at the Tenant's risk at all times.

12.5 Return of keys

On the day the Tenant must vacate the Premises, the Tenant must give the Landlord the keys, access cards and similar devices for the Premises held by the Tenant, the Tenant's Employees and Agents and any other person they have given them to.

13 Depreciating Assets

The Landlord acknowledges that the Tenant may, at any time and from time to time, remove any "Depreciating Assets" (as that term is defined in the Income Tax Assessment Act 1997) that is affixed to the Premises.

14 Environmental responsibilities

14.1 Landlord's obligations



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- (a) The Landlord warrants that, as at the Commencement Date, all Pre-Existing Contamination has been capped to comply with Environmental Laws applicable to the Landlord's use of the Premises as at the Commencement Date ("**Capping**").
- (b) Subject to paragraph (c), if a Clean-Up Notice is issued in respect of the Land during the Term, then to the extent the Clean-Up Notice relates to Pre-Existing Contamination the Landlord must comply with the Clean-Up Notice, but only to the extent necessary to enable the Land to satisfy the Environmental standards for commercial and industrial land uses at that time.
- (c) For the purposes of paragraph (b), the Landlord will not be required to comply with a Clean-Up Notice where the integrity of the Capping has been compromised other than by the conduct of the Landlord, to the extent that the Clean-Up Notice would not have been issued but for the compromising of the integrity of the Capping.
- (d) The Landlord indemnifies the Tenant against any Loss arising from, and Costs incurred by the Tenant (whether before or after the

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termination of this lease) in connection with a breach of the Landlord's obligations in connection with this clause 14.1.

14.2 Consideration

The Guarantor gives the guarantee and indemnity in this clause 14 in consideration of the Tenant agreeing to enter into this lease at the request of the Guarantor. The Guarantor acknowledges the receipt of valuable consideration from the Tenant for the Guarantor incurring obligations and giving rights under this clause 14.

14.3 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Tenant the due and punctual performance and observance by the Landlord of its obligations in connection with clause 14.1 of this lease (even if this lease is not registered or is found not to be a lease or is found to be a lease for a term less than the Term), including each obligation to pay money. The guarantee in this clause 14 relates only to clause 14.1 of this lease.

If the Landlord does not comply with these obligations on time and in accordance with this lease, then the Guarantor agrees to comply with those obligations on demand from the Tenant.

14.4 Indemnity

As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Tenant against any Loss arising from, and Costs incurred by the Tenant (whether before or after termination of this lease) if:

- (a) the Landlord does not, or is unable to perform an obligation it has (including an obligation to pay money) in connection with clause 14.1 of this lease, even if this lease is not registered or is found not to be a Lease or is found to be a Lease for a term less than the Term; or
- (b) an obligation the Landlord would otherwise have under clause 14.1 of this lease (including an obligation to pay money) is unenforceable; or
- (c) an obligation the Guarantor would otherwise have under clause 14.3 ("Guarantee") is found to be unenforceable; or
- (d) a liquidator disclaims this lease; or
- (e) the Landlord becomes insolvent.

The Guarantor agrees to pay amounts due under this clause on demand from the Tenant.

It is not necessary for the Tenant to incur expense or make payment before enforcing that right of indemnity.

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14.5 Enforcement of rights

The Guarantor waives any right it has of first requiring the Tenant to commence proceedings or enforce any other right against the Landlord or any other person before claiming under this clause 14.

14.6 Continuing security

The guarantee and indemnity in this clause 14 is a continuing security and is not discharged by any one payment.

14.7 Guarantee not affected

The liabilities of the Guarantor under this clause 14 as a guarantor, indemnifier or principal debtor and the rights of the Tenant under this clause 14 are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (a) the Tenant granting time or other indulgence to, compounding or compromising with or releasing the Landlord or any other Guarantor;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Tenant;
- (c) any transfer of a right of the Tenant;
- (d) the termination, surrender or expiry of, or any variation, assignment, subletting, licensing, extension or renewal of or any reduction or conversion of the Term;
- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) this lease not being registered;
- (g) this lease not being effective as a lease;
- (h) this lease not being effective as a lease for the Term;
- (i) any person named as Guarantor not executing or not executing effectively this lease;
- (j) a liquidator disclaiming this lease.



14.8 Suspension of Guarantor's rights

Until all money payable to the Tenant in connection with clause 14.1 of this lease is paid, the Guarantor may not:

- (a) raise a set-off or counterclaim available to it or the Landlord against the Tenant in reduction of its liability under this clause 14; or
- (b) make a claim or enforce a right against the Landlord or its property; or

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- (c) prove in competition with the Tenant if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Landlord.

14.9 Tenant's responsibility

- (a) The Tenant at its cost is responsible for any Contamination caused by the Tenant to the Premises from the Commencement Date.
- (b) Subject to clause 14.1(b), the Tenant at its cost is responsible for complying with all Environmental Laws (including any Clean-Up Notice served in respect of the Premises) relating to the Term or the Tenant's occupation of the Premises.

14.10 Clean-Up Notice

If a Clean-Up Notice relating to Contamination existing in, on or under the Premises or which has emanated or is emanating from the Premises is served during the Term or while the Tenant is in occupation of the Premises:

- (a) the party which receives the Clean-Up Notice must promptly provide the other party with a copy of the Clean-Up Notice; and
- (b) the Tenant will, subject to clause 14.1(b), at its sole cost and expense be responsible for complying with the Clean-Up Notice.

14.11 Tenant to notify Landlord

The Tenant must promptly notify the Landlord upon becoming aware of any leak, spill, escape or migration of Contamination on or from the Premises.

15 Damage to Premises

Nothing in this lease obliges the Landlord or the Tenant to restore or carry out any works in relation to any part of the Premises.

16 Expert determination

If the parties agree the dispute is best resolved by an independent expert, or this lease requires the dispute to be determined under this clause 16, the party serving the Dispute Notice will specify that this clause 16 applies and the parties will submit to the following procedure prior to any other course of action being taken to resolve the dispute:

- (a) the parties will jointly choose and appoint an independent expert;
- (b) in the absence of agreement by the parties as to the independent expert within five Business Days of notice of a dispute, the independent expert will be appointed on the application of any party to the dispute by the President of the Institute of Arbitrators Australia;

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- (c) the independent expert must make a determination or finding on the issues in dispute as soon as practicable and in any event within 15 Business Days, or such longer period as may be agreed between the parties to the dispute;
- (d) the independent expert will act as an expert and not as an arbitrator and may adopt such procedures as he or she sees fit;
- (e) the independent expert's decision will be final and binding on the parties to the dispute; and
- (f) the costs of the independent expert will be borne by the parties equally or as the independent expert may otherwise determine and each party will bear its own costs relating to the independent expert's decision.

17 Not used



18 Default and Termination

18.1 No essential terms

Despite any term, condition or other provision of this lease (express or implied) it is expressly agreed between the Landlord and the Tenant that no term, condition or other provision (express or implied) on the part of the Tenant is an essential or fundamental term of this lease.

18.2 No termination

Despite any term, condition or other provision of this lease (express or implied other than clause 11.3) it is expressly agreed between the Landlord and the Tenant that the Landlord is not entitled to re-enter the Premises, with or without notice, forfeit, or terminate or determine this lease for any reason, including, without limitation, if the Tenant is in default of any term, condition or other provision (express or implied) of this lease.

18.3 Landlord's right to damages

Nothing in this clause 18 will limit, restrict, diminish, vary, or fetter the Landlord's right:

- (a) to claim damages in respect of any default by the Tenant under this lease including a default within the meaning of clause 18.4 or in the observance or performance of or failure to observe or perform any of the provisions of this lease;
- (b) to claim specific performance of any of the provisions of this lease;
- (c) to seek an injunction restraining the Tenant from continuing an existing or committing a future default under this lease including a

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default within the meaning of clause 18.4 or from continuing an existing or committing a future failure to observe or perform any of the provisions of this lease; or

- (d) to take action under clause 11.3.

18.4 Tenant's default

The Tenant will be in default:

- (a) if any moneys payable by the Tenant to the Landlord under this lease:
- (i) on demand have not been paid within sixty (60) days of the date of making the demand; or
 - (ii) by a specified due date have not been paid within sixty (60) days after such due date; or
- (b) if the Tenant fails to observe perform or fulfil any of the covenants provisions or conditions contained in this lease on the part of the Tenant and the Tenant does not rectify such failure within a period of sixty (60) days after the date of delivery of a notice by the Landlord to the Tenant giving reasonable details of such failure.

19 Not used

20 Not used



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21 GST

21.1 Definitions

Any reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

21.2 Consideration does not include GST

Any amount referred to in this lease which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.

21.3 Supply of a going concern

The parties agree that the supply of this lease subject to the Existing Leases constitutes the supply of a going concern.

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21.4 Warranty by Tenant

The Tenant warrants that it is registered or required to be registered for GST.

21.5 Warranty by Landlord

The Landlord warrants that the Premises will continue to be leased under the Existing Leases until the Commencement Date.

21.6 Recovery

If for any reason the supply of this lease subject to the Existing Leases is not accepted by the Commissioner of Taxation as a GST-free supply of a going concern:

- (a) the Tenant must pay to the Landlord the amount of the GST payable by the Landlord in respect of the sale within 14 days after the Commissioner of Taxation confirms the Landlord's liability to GST in an assessment or correspondence together with all interest, fines, penalties, charges, and additional tax payable as a result of the supply being incorrectly treated in whole or in part as the supply of a going concern or as a result of the GST payable on the supply being paid late or as a result of any payment due pursuant to this clause 21.6 being paid late. It will not be a defence to any claim under this clause 21.6 that the Landlord has failed to mitigate its damages by paying an amount of GST when it fell due under the GST Law; and
- (b) the Landlord must give the Tenant a copy of the assessment or correspondence from the Commissioner of Taxation and issue a tax invoice as a precondition to payment under clause 21.6(a).

21.7 Other supplies

If GST is imposed on a supply made under or in connection with this lease (other than the supply of this lease subject to the Existing Leases) the consideration for the supply is increased by the rate at which the GST is imposed. The additional consideration is, subject to the supplier issuing a tax invoice to the recipient, payable at the same time and in the same manner as the consideration to which it relates.

21.8 Adjustment of additional amount

If an adjustment event arises on any supply made under or in connection with this lease, then the party that has the decreasing adjustment must pay to the party that has the increasing adjustment an amount equivalent to the increasing adjustment.

21.9 Reimbursement

If a party is entitled to be reimbursed or indemnified under this lease for a liability which it has incurred, the amount to be reimbursed or indemnified does not include any amount in respect of GST for which the party (or, where relevant, the Representative Member of its GST Group) is entitled to an Input Tax Credit.

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22 Costs

22.1 Stamp duty and registration fees

The Tenant agrees to pay or reimburse the Landlord for all stamp duty and registration fees in connection with this lease.

22.2 Approvals

The Tenant agrees to reimburse the Landlord for all reasonable costs incurred by the Landlord in considering requests for approvals under this lease or obtaining any consents the Landlord must obtain before giving any such approvals.

23 Notices and other communications

23.1 Form

Unless expressly stated otherwise in this lease, all notices, certificates, consents, approvals, waivers and other communications in connection with this lease must be in writing, signed by the sender (if an individual) or an Authorised Officer, or the solicitor, of the sender and marked for attention as set out in item 10 or, if the recipient has notified otherwise, marked for attention in the way last notified.

23.2 Delivery

They must be:



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- (a) left at the address set out in item 10; or
- (b) sent by prepaid post (airmail, if appropriate) to the address set out in item 10; or
- (c) sent by fax to the fax number set out in item 10; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

23.3 When effective

They take effect from the time they are received unless a later time is specified in them.

23.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

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23.5 Receipt - fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

23.6 Receipt - general

Despite clauses 23.4 ("Receipt - post") and 23.5 ("Receipt - fax"), if they are received after 5.00 pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00 am on the next Business Day.

24 Not used

25 Not used



26 General

26.1 Discretion in exercising rights

Each party may exercise a right or remedy or give or refuse its approval or consent in any way it considers appropriate (including by imposing conditions), unless this lease expressly states otherwise.

26.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

26.3 No liability for loss

No party is liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this lease.

26.4 Conflict of interest

Each party's rights and remedies under this lease may be exercised even if this involves a conflict of duty or the party has a personal interest in their exercise.

26.5 Remedies cumulative

The rights and remedies of the parties under this lease are in addition to other rights and remedies given by law independently of this lease.

6 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the approval or consent.

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26.7 Rights and obligations are unaffected

Rights given to a party under this lease and a party's liabilities under it are not affected by anything which might otherwise affect them by law.

26.8 Variation and waiver

A provision of this lease, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

26.9 Indemnities

The indemnities in this lease are continuing obligations, independent from the other obligations under this lease and continue after this lease expires or is terminated. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this lease.

26.10 Construction

No rule of construction applies to disadvantage of the Landlord because the Landlord was responsible for the preparation of, or seeks to rely on, this lease or any part of it.

26.11 Exclusion of statutory provisions

In this lease:



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- (a) the covenants, powers and provisions implied in leases by section 67 of the Transfer of Land Act 1958 do not apply; and
- (b) words used in any of the form of words in column one of the third schedule of the Landlord and Tenant Act 1958 do not imply a covenant under the Third Schedule of that Act.

26.12 Warranties and undertakings

The Tenant warrants that it has relied only on its own enquiries in connection with this lease and not on any representation or warranty by the Landlord or any person acting or seeming to act on the Landlord's behalf. The Tenant agrees to comply on time with undertakings given by or on behalf of the Tenant in connection with this lease.

26.13 Inconsistent law

To the extent permitted by law, this lease prevails to the extent it is inconsistent with any law.

26.14 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Tenant in connection with this lease with the result that the Landlord's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

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26.15 Counterparts

This lease may consist of a number of copies, each signed by one or more parties to this lease. If so, the signed copies are treated as making up the one document.

26.16 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered or left at that party's address for service of notice under clause 23 ("Notices").

26.17 Exclusion of Statute

The application to this lease of any statute or moratorium is expressly excluded and negated as far as the law permits to the extent it has the effect of:

- (a) reducing the Term;
- (b) requiring the payment of rent; or
- (c) otherwise affecting the operation of the this lease.

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27 Interpretation

27.1 Definitions

These meanings apply unless the contrary intention appears. Item numbers referred to are those in the Details.

Adjustment Note has the meaning it has in the GST Act.

Authorised Officer means:

- (a) in the case of the Landlord, a director or secretary, or an officer whose title contains the word "director", "chief", "head" or "manager" or a person performing the functions of any of them, or any other person nominated by the Landlord as an Authorised Officer for the purposes of this lease; and
- (b) in the case of the Tenant (if the Tenant is a company), a person appointed by the Tenant to act as an Authorised Officer for the purposes of this lease.

Business Day means a day on which banks are open for general banking business in the place or places set out in item 11 (not being a Saturday, Sunday or public holiday in that place).

Claims means any allegations, debts, causes of action, liabilities, claims, litigation, proceedings, claim for contribution or indemnity, suits or demands of any nature which exist now or at any time in the future, whether at law, in equity or under statute or otherwise.

Clean-Up Notice means an order or a notice served or a direction made by any authority (or court, tribunal or other authority vested with jurisdiction to hear and



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determine any appeal or review in that regard) or a notice served under any legislation relating to Contamination in, on, under or emanating from the Premises.

Commencement Date means the date so described in item 6.

Contamination means anything (including a liquid, solid, gas, odour, temperature, sound, vibration or radiation) that presents or could present a risk of harm to human health or the Environment.

Corporations Act means the Corporations Act 2001 (Cwlth).

Costs includes costs, charges and expenses, including those reasonably incurred in connection with advisors.

Default Interest Rate means the rate which is 2% per annum above the highest overdraft rate charged at the due date for payment of the relevant money by Commonwealth Bank of Australia for commercial loans in excess of \$100,000.

Destruction means any damage or destruction to the whole or any part of the Premises and **Destroyed** has a corresponding meaning.

Details means the section of this lease headed "Details".

Dispute Notice means a notice in writing of a dispute relating to this lease given by a party under clause 16.1 which notice states the details of the dispute.

Environment means components of the earth, including:

- (a) land, air and water; and
- (b) any layer of the atmosphere; and
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) inclusive.

Environmental Law means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes, but is not limited to, laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land;
- (b) emissions of substances into the atmosphere, waters and land;
- (c) pollution and contamination of the atmosphere, waters and land;
- (d) production, use, handling, storage, transportation and disposal;
- (e) waste;
- (f) hazardous substances;

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- (g) dangerous goods;
- (h) conservation, heritage and natural resources;
- (i) threatened, endangered and other flora and fauna species;
- (j) the erection and use of structures; and
- (k) the health and safety of people,

whether made or in force before or after the date of this lease.

Existing Leases means the SNOL Lease and the Substation Lease entered into prior to the Commencement Date.

Expiry Date means the date so described in item 7.

Guarantor means Seven Network Limited (ACN 052 816 789)

Land means the land described in item 4.

Landlord means the person so described in item 1.

Landlord's Employees and Agents means each of the Landlord's employees, officers, agents, contractors and invitees.

Loss includes any actual:

- (a) loss, damage, Cost, penalty, fine or other liability;
- (b) declaration or order by any court or tribunal (including any order to restrain or require the carrying out of any act, matter or thing);
- (c) damage to property or harm to persons;
- (d) other liability, duty or obligation to make any payment or carry out any work,

arising in connection with this lease including all legal, consultants' and other Costs on an indemnity basis.

Outgoings means all outgoings, costs and expenses properly and reasonably assessed, charged or chargeable, paid or payable in respect of or in connection with the Premises including without limitation those for:

- (a) **(Statutory or Regulatory)**: all rates, taxes (excluding income tax, land tax and other taxes of a like nature), charges, assessments, duties, impositions, levies, surcharges and fees at any time or from time to time payable to any authority in respect of the Premises or any part thereof;
- (b) **(Land Tax)**: land tax at the rate payable by the Landlord;
- (c) **(Water rates)**: all rates, charges and costs payable to any authority for the provision, reticulation or discharge of any or all water sewerage and drainage services, including excess water charges and meter rents;



- (d) **(Light fuel and power)**: all costs and charges incurred, including the cost of electricity, gas and other sources of power consumed in providing lighting, fuel and power to the Premises, and the Land, and plant rooms, security, lighting, heating and other services and systems in and for the operation of the Premises and the Land not being payable by specific tenants or occupiers in relation to a particular area occupied by them;
- (e) **(Refuse and garbage disposal)**: the removal of all general garbage, including all water sullage from the Premises, and including the cost of operating and maintaining any plant and equipment provided for such purpose, whether such plant or equipment is located within the Premises or otherwise;
- (f) **(Air conditioning)**: the cost of the repairs, maintenance, servicing and all other running costs of the air-conditioning equipment in the Premises, including any fees and premiums payable to specialist contractors;
- (g) **(Pest control)**: all charges for and costs in relation to the control of pest, vermin, insect or other similar infestation; and
- (h) any other amounts, costs or expenses incurred by or levied on the Landlord because of its ownership of the Premises,

BUT does not include:

- (i) the amount of any credit or refund of GST to which the Landlord is entitled as a result of incurring Outgoings; or
- (j) management of the Premises or any estate of which the Premises forms part;
- (k) the Landlord's financing or other internal costs of administering the lease; or
- (l) loss of rent insurance.

Permitted Use means the use in item 9.

Pre-Existing Contamination means any Contamination in, on or under or migrating to or from the Land in the period up to and including the Commencement Date.

Premises means:

- (a) the Land;
- (b) the structure and façade of buildings and improvements situated on the Land;
- (c) the amenities;
- (d) generators;
- (e) escalators;
- (f) lifts;
- (g) elevators;

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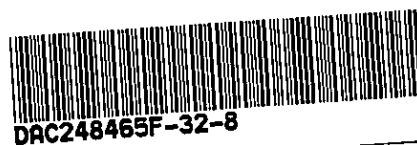
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- (h) fire services;
- (i) art wall;
- (j) security system;
- (k) air-conditioning system;
- (l) the Services;
- (m) ceilings; and
- (n) those items identified in the attached schedule,



but excludes any property which the tenants under the Existing Leases are entitled to remove from the Premises.

RE means Trafalgar Managed Investments Ltd (ACN 090 664 396).

Related Body Corporate has the meaning it has in the Corporations Act.

Related Entity has the meaning it has in the Corporations Act.

Services means the services (such as water, sewerage, drainage, gas, electricity, communications, fire fighting, air conditioning, lifts and escalators) to the Premises provided by any person and includes all plant and equipment in connection with those services and any services or systems utilised for access to and egress from the Premises.

SNOL Lease means the lease between the Landlord and Seven Network (Operations) Ltd in respect of part of the Premises existing at the Commencement Date and any lease granted pursuant to any option under that lease.

Substation Lease means the lease between the Landlord and Seven Network (Operations) Ltd in respect of the substation located on part of the Premises existing at the Commencement Date.

Tenant means the person so described in item 2.

Tenant's Business means the business of the Tenant carried on from the Premises.

Tenant's Employees and Agents means each of the Tenant's employees, officers, agents, contractors and invitees.

Tenant's Property means all property not owned by the Landlord which the Tenant brings on to or fixes to the Premises, but excludes any property which the tenants under Existing Leases are entitled to remove from the Premises.

Term means the period from and including the Commencement Date to and including the Expiry Date described in item 5.

Trust means the Melbourne Broadcast Centre Trust.

Trust Constitution means the constitution of the Trust.



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Trust Property means the assets of the Trust.

27.2 References to certain general terms

Unless the contrary intention appears, a reference in this lease to:

- (a) **(variations or replacement)** a document (including this lease) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this lease;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them) including without limitation the Building Code of Australia;
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(body ceases to exist)** a body or authority includes a reference to, if that body ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (i) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (j) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (l) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;



- (m) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (n) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (p) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to the example to which that example relates or examples of a similar kind;
- (q) **(next day)** if an act under this lease to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;
- (r) **(time of day)** time is a reference to time in the place or places specified in item 15;
- (s) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it; and
- (t) **(this lease)** "this lease" is a reference to this lease and to any renewal or extension of it or holding over under it.

27.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this lease.

28 Limitation of Liability – Tenant

- (a) The Tenant represents and warrants that it is authorised to enter into this lease as an agent of the RE.
- (b) The Tenant in entering into this lease is only acting as the RE's agent under a custodian agreement which obliges the Tenant to act in accordance with the directions of the RE. The Tenant is not liable under any circumstances to any party under this lease other than loss or damage suffered or incurred as a result of the representation and warranty in paragraph (a) being incorrect. This limitation of the Tenant's liability applies despite any other provision of this lease and extends to all liabilities and obligations of the Tenant in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this lease.

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- (c) The Tenant is not obliged to do or refrain from doing anything under this lease (including, without limitation, incur any liability) unless the Tenant's liability is limited in the same manner as set out in paragraph (b).
- (d) No attorney, agent, receiver or receiver and manager or other person appointed in accordance or in connection with this lease has authority to act on behalf of the Tenant in a way which exposes the Tenant to any liability.

29 Limitation of Liability – RE

- (a) The RE enters into this lease only in its capacity as responsible entity of the Trust and in no other capacity. A liability arising under or in connection with this lease is limited to and can be enforced against the RE only to the extent to which it can be and is in fact satisfied out of the Trust Property from which the RE is actually indemnified for the liability. This limitation of the RE's liability applies despite any other provision of this lease or any other document and extends to all liabilities and obligations of the RE in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this lease.
- (b) No party to this lease may sue the RE in any capacity other than as the responsible entity of the Trust, including seeking the appointment of a receiver (except in relation to the Trust Property), a liquidator, an administrator or any similar person to the RE or proving in any liquidation, administration or arrangement of or affecting the RE (except in relation to the Trust Property).
- (c) If a person does not receive or recover the full amount of any money owing by the RE under this lease, that person may not seek to recover the shortfall by bringing proceedings against the RE in its personal capacity or applying to have the RE wound-up.
- (d) The provisions of this clause 29 shall not apply to any obligation or liability of the RE to the extent that it is not satisfied because, under the Trust Constitution, this lease or by operation of law, there is a reduction in the extent of the RE's indemnification out of the Trust Property as a result of, and to the extent of, the RE's fraud, gross negligence or breach of trust. Failure by the RE to pay an amount due under or in connection with this lease does not of itself constitute fraud, gross negligence or breach of trust on its part.

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- (e) Nothing in paragraph (d) shall make the RE liable to any claim for an amount greater than the amount which a party would have been able to claim and recover from the Trust Property in relation to the relevant liability if the RE's right of indemnification out of the Trust Property had not been prejudiced by its fraud, gross negligence or breach of trust.
- (f) The RE is not obliged to do or refrain from doing anything under this lease (including incur any liability) unless its liability is limited in the same manner as set out in paragraphs (a) to (e) of this clause.
- (g) The RE in its personal capacity and in its capacity as responsible entity of the Trust warrants as follows:
 - (i) the RE is the responsible entity of the Trust;
 - (ii) the RE has the power to enter into and observe its obligations under this lease in its capacity as responsible entity of the Trust;
 - (iii) the RE has all authorisations necessary to:
 - (A) enter into this lease;
 - (B) perform its obligations under this lease; and
 - (C) allow those obligations to be enforced against it, including without limitation, all authorisations under the Trust Constitution and the constitution of the RE; and
 - (iv) there are no limitations on the RE's right of indemnity against the Trust Property which have not been disclosed to the Landlord in this lease.

EXECUTED as a deed

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Signing page

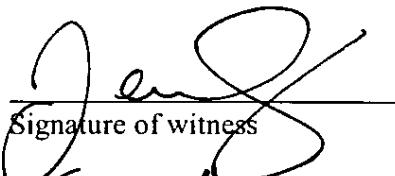



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DATED:

Each attorney executing this lease states that he has no notice of revocation or suspension of his power of attorney.

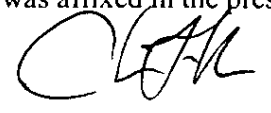
SIGNED for SEVEN)
CUSTODIANS PTY LIMITED by)
its attorney under power of attorney)
dated 7 May 2003 in the presence of:)


Signature of witness
JEREMY SLATTERY
Name of witness

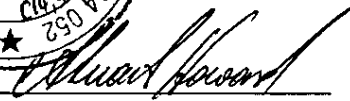

Signature of attorney

Steven W. G.
Name of attorney (block letters)

THE COMMON SEAL of
GUARDIAN TRUST AUSTRALIA
LTD was affixed in the presence of:


Signature of ~~director~~ **AUTHORISED SIGNATORY**
Andrew Farnilton
Administration Manager
Name of ~~director~~ (block letters)
AUTHORISED SIGNATORY

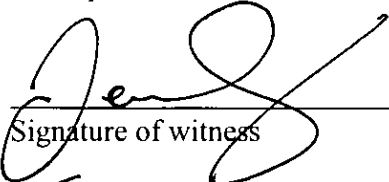


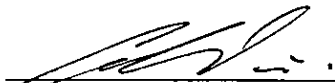

Signature of ~~director/company~~
~~secretary*~~ **AUTHORISED SIGNATORY**
Stuart Alexander Howard
Name of ~~director/company~~ ~~secretary*~~
(block letters) **AUTHORISED SIGNATORY**
*delete whichever is not applicable

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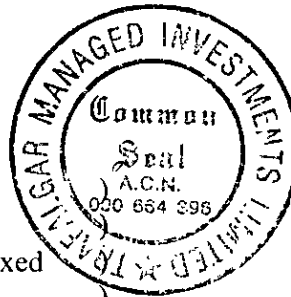
SIGNED for SEVEN NETWORK)
LIMITED by its attorney under)
power of attorney dated 7 May 2003)
in the presence of:)

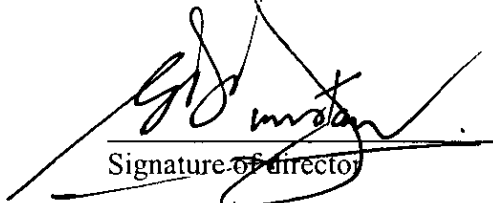

Signature of witness
JEREMY SLATTERY
Name of witness

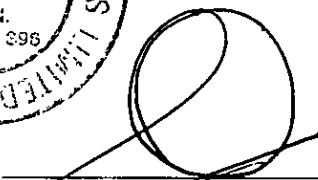

Signature of attorney

STEVEN WISE
Name of attorney (block letters)

THE COMMON SEAL of
TRAFALGAR MANAGED
INVESTMENTS LTD was affixed
in the presence of:




Signature of director
GEOFFREY D DUNSTAN
Name of director (block letters)


Signature of director/company
secretary*

*delete whichever is not applicable

MARK ASHTON DAVIDSON

Name of director/company secretary*
(block letters)

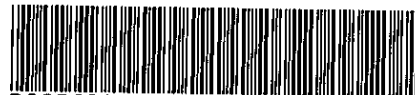
*delete whichever is not applicable



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DONALD CANT WATTS CORKE (VIC) PTY LTD

7 May, 2003

Melbourne Broadcasting Centre,
Docklands, VIC



PLANT AND DEPRECIABLE ASSETS

DCWC ITEM No.	Description	Claim reference	PLANT	Depreciation Reference
72	Fire Protection	54	Alarms	Alarms, hoses and nozzles
75	Fire Protection	54	Hose Reels	Alarms, hoses and nozzles
80	Fire Protection	54	PC Sum Early Warning System	Alarms, hoses and nozzles
200	Variations	34	Bullet Proof Glass	Bullet resistance screens (not forming part of building)
203	Variations	40, 1/2	Security upgrade	Bullet resistance screens (not forming part of building)
27	Mechanical Services	56	Airconditioning	Central type incl. Ducts and vents
176	PC Sums - assumptions in BOLD	60, 19	Mechanical	Central type incl. Ducts and vents
272	Contingency	0	Mechanical	Central type incl. Ducts and vents
221	Variations - assumptions in BOLD	64	Fans & filters	Central type incl. Ducts and vents
73	Fire Protection	54	Mechanical	Central type incl. Ducts and vents
179	PC Sums	60, 22	Pumps	Engines, condensers, pumps
247	Variations	110	Escalator stairs	Escalators (Machinery and other moving parts)
76	Fire Protection	54	Escalator finishes	Escalators (Machinery and other moving parts)
71	Fire Protection	54	Extinguishers	Fire extinguishers
276	Contingency	0	Sprinklers	Fire sprinklers, automatic
101	Ceramic Tiling	32	Fire Protection	Fire sprinklers, automatic
55	Hydraulics	59	Ceramic Tiling	Wall and Floor finishes - ceramic or vinyl
105	Sanitary Hardware	49	Fixtures	General - fittings and fixtures
262	Variations	0	Sanitary Hardware	General - fittings and fixtures
49	Electrical	58	Plant	General signage
146	Roller Doors	42	Earth Control	Generators, Motors, Power Control
191	Variations - assumptions in BOLD	3	3# OF 5 MOTORISED	Generators, Motors, Power Control
217	Variations	60	Revolving Door (electric motor)	Generators, Motors, Power Control
235	Variations - assumptions in BOLD	87	Earth Control	Generators, Motors, Power Control
39	Electrical	58	Motorsised Sliding acoustic doors (electric motor)	Generators, Motors, Power Control
194	Variations	14	UPS Submain (batteries)	Meters and Storage Batteries
144	Carpet	34, 111	UPS Changes (Batteries)	Meters and Storage Batteries
277	Contingency	0	Carpet	In business places, hotels, etc
89	Lifts	54	Carpet	In business places, hotels, etc
226	Variations	70	Lifts	Lift and Elevators
281	Contingency	0	Winch to microwave tower (hoist)	Lift and Elevators
214	Variations	53	Lift	Lift and Elevators
30	Electrical	58	Lifts	Lift and Elevators
45	Electrical	58	Lighting	Lighting plant (overall rate)
48	Electrical	58	Install Lights	Lighting plant (overall rate)
236	Variations	58	Dimming Control	Lighting plant (overall rate)
240	Variations	88	Dimmable lights	Lighting plant (overall rate)
257	Variations	100	Lighting L3	Lighting plant (overall rate)
177	PC Sums - assumptions in BOLD	124	Lighting	Lighting plant (overall rate)
0		60, 2	Electrical	Lighting plant (overall rate)
0		68	Sales tax credit	Lighting plant (overall rate)
269		0	Plant (say 50%)	Lighting plant (overall rate)
273	Contingency	0	Plant	Lighting plant (overall rate)
195	Variations	19	Electrical	Lighting plant (overall rate)
56	Hydraulics	59	PABX	PABX
58	Hydraulics	59	Sanitary Plumbing	Plumbing - Toilet accommodation or washing facility
59	Hydraulics	59	Thermostatic Mixing	Plumbing - Toilet accommodation or washing facility
221	Variations - assumptions in BOLD	64	Cold Water Reticulation	Plumbing - Toilet accommodation or washing facility
207	Variations	43	Hydraulics	Plumbing - Toilet accommodation or washing facility
274	Contingency	0	Ensuite	Plumbing - Toilet accommodation or washing facility
245	Variations	106	Hydraulics	Plumbing - Toilet accommodation or washing facility
32	Electrical	58	Boardroom toilet & shower	Plumbing - Toilet accommodation or washing facility
			Mains S1 & S2	Switchboards, Distribution Boards, Misc. Machinery

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DONALD CANT WATTS CORKE (VIC) PTY LTD

7 May, 2003

Melbourne Broadcasting Centre,
Docklands, VIC



PLANT AND DEPRECIABLE ASSETS

DCWC ITEM No.	Description	Claim reference	PLANT	Depreciation Reference
33	Electrical	58	Switchboard	Switchboards, Distribution Boards, Misc. Machinery
40	Electrical	58	Submains	Switchboards, Distribution Boards, Misc. Machinery
41	Electrical	58	Generator Sub Main	Switchboards, Distribution Boards, Misc. Machinery
42	Electrical	58	PFC Submain	Switchboards, Distribution Boards, Misc. Machinery
43	Electrical	58	Distribution BD	Switchboards, Distribution Boards, Misc. Machinery
44	Electrical	58	Switchboards	Switchboards, Distribution Boards, Misc. Machinery
256	Variations	122	Power and Data Points	Switchboards, Distribution Boards, Misc. Machinery
50	Electrical	58	Install and terminate main boards	Switchboards, Distribution Boards, Misc. Machinery
51	Electrical - assumptions in BOLD	58	Assumed that this item covers remaining Depreciable Plant	Switchboards, Distribution Boards, Misc. Machinery
150	Toilet Partitions	45	Toilet Partitions	Toilet partitions
278	Contingency	0	Toilet Cubicles	Toilet partitions
77	Fire Protection	54	Boosters	Water services
78	Fire Protection	54	Control Valves	Water services
60	Hydraulics	58	Hot Water reticulation & units	Whole installation incl. boilers, pumps where installed
125	Kitchens	47	Boiling Water Unit	Whole installation incl. boilers, pumps where installed

Note : 1. The items listed in this table represent depreciable assets only and were identified to Trafalgar Corporation as forming part of the property acquisition.
2. Donald Cant Watts Corke has relied on information supplied by Trafalgar Corporation at the time of preparation of this table.
3. The Donald Cant Watts Corke has relied on information supplied by others in the preparation of the original Channel 7 Tax Depreciation Schedule.
4. Donald Cant Watts Corke will not accept any contractual, tortious or other liability for events arising as a result of any person or parties.
relying on information contained within this table.



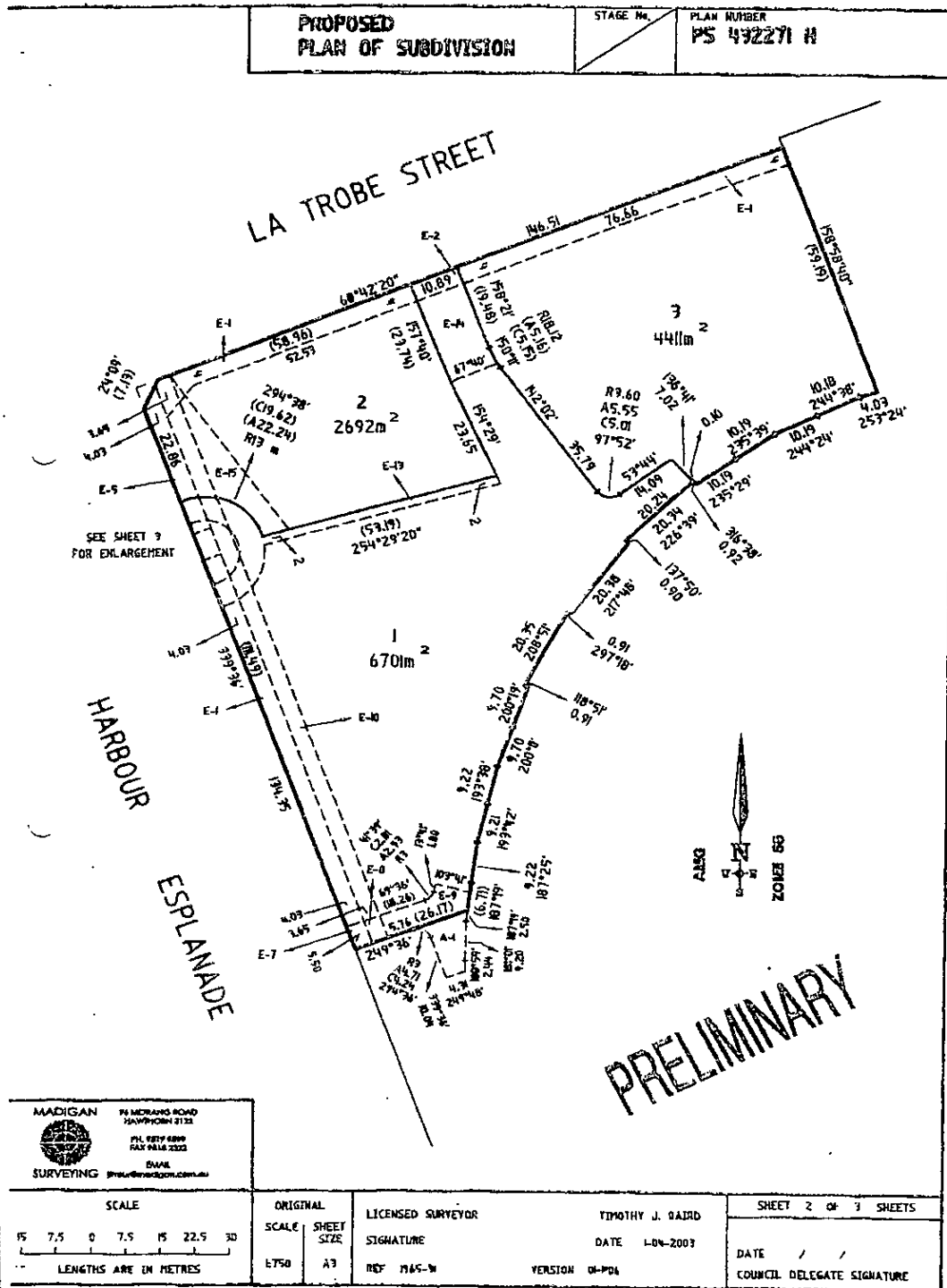
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DAC248465F-41-2



16 June, 2003

The Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE 3000

AC248465F



Dear Sir/Madam

**CAVEATORS CONSENT – CAVEAT NO AB078605V
CERTIFICATE OF TITLE VOLUME 10494 FOLIO 619
REGISTRATION OF LEASE BETWEEN SEVEN CUSTODIANS PTY LTD
AS LANDLORD, GUARDIAN TRUST AUSTRALIA LTD AS TENANT,
SEVEN NETWORK LIMITED AS GUARANTOR AND TRAFALGAR
MANAGED INVESTMENTS LTD AS THE RESPONSIBLE ENTITY**

CitiPower Pty of 40 Market Street, Melbourne being the Caveator described in Caveat Number AB078605V hereby consent to the registration of the abovementioned.


Please contact Mrs I de Silva of our Property Group on telephone 9683 4274 if you require any additional information.

Yours faithfully


 Simon Lucas
COMPANY SECRETARY





Assistant Registrar of Titles
W944159H
280700 1504 MISC
W944159H
280700 1504 MISC \$59


**Application by Docklands Authority
for the making of a recording of an agreement
Section 165 Building Act 1993**

Lodged at the LAND TITLES OFFICE by:

Name: MADDOCK LONIE & CHISHOLM
Phone: (03) 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: GJC:BJN:696265 Customer Code:1167E

The Docklands Authority having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10494 Folio 619

Authority: Dockland Authority, Level 38 Rialto South Tower, 525 Collins Street, Melbourne, Vic 3000

Section and Act under which agreement made: Section 163 *Building Act 1993*


A copy of the agreement is attached to this application

Date: 26/7/2000

Signature for the Authority:

Name of officer:

Office held:


.....
PETER ANDERSON
.....
CITY MANAGER.
.....

17/11/02


DW944159H-1-8

Agreement

Date: 19 July 2000

SEVEN CUSTODIANS PTY LTD ACN 089 327 551

("the Owner")

and

DOCKLANDS AUTHORITY

("the Authority")



W944159H
280700 1504 MISC



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AGREEMENT MADE AT MELBOURNE ON



DW944159H-4-0

2000

BETWEEN: **SEVEN CUSTODIANS PTY LTD ACN 089 327 551** of Level 13, 1 Pacific Highway, North Sydney, New South Wales 2060 ("the Owner")

AND **DOCKLANDS AUTHORITY** of Level 38, South Tower, Rialto Buildings, 525 Collins Street, Melbourne, Victoria 3000 ("the Authority")

RECITALS:

- A. The Owner is entitled to be the registered proprietor of the Land.
- B. The Authority is a reporting authority for the purposes of the Act.
- C. The Owner made application to the Building Appeals Board ("the Board") pursuant to Section 160(2) of the Act for a Determination that a provision of the Building Regulations does not apply.
- D. The nature of the Determination sought was in respect of *Performance Requirement CP2* of the BCA, inter alia, *Deemed to Satisfy Provision C3.2*

"to permit the external wall of the car park of the Channel 7 building abutting the stadium as shown on the plans to be constructed without a fire rating to the external wall".

- E. In accordance with the Determination of the Board made on 11 November 1999 the Board approved the application subject to the Owner of the Land entering into an agreement with the Authority under section 163 of the Act in accordance with the requirements of the Board's Determination. A copy of that Determination is attached to this Agreement as Annexure "A" ("the Determination").
- F. The parties have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 163 of the Act.

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THE PARTIES AGREE:

1. DEFINITIONS



In this Agreement the terms and words set out in this clause shall have the following meaning unless otherwise indicated by the context:

"Act" means the *Building Act* 1993.

"Agreement" or "this Agreement" means this agreement and any amending or supplementary agreement executed by the parties to this agreement and expressed to amend or be supplemental to this agreement as the case may be.

"BCA" means the Building Code of Australia.

"Board" means the Building Appeals Board established under section 166 of the Act.

"Building Regulations" means the Building Regulations 1994.

"Building Works" means the buildings and works associated with the construction of the Car Park, and in particular, the construction of the external wall of the Car Park in the proximity of the external wall of the Stadium Building.

"Car Park" means the car park of the Channel 7 Building of 2 levels as shown on the Plan.

"external wall of the Stadium Building" means the external wall of the Stadium Building as shown on the Plans.

"FRL" or "Fire Resistance Level" has the meaning in Part A1 of the BCA and is determined in accordance with Specification A2.3 of the BCA.

"Land" means the land situated in Footscray Road, Melbourne 3000 described in Certificate of Title Vol. 10494 Fol. 619.



"Occupancy Permit" means a permit issued pursuant to Section 43 of the Act.

"Plan" means the Plans of the car park produced by Buchan Laird & Bowden (Vic) Pty Ltd having Drawing Nos. ACD 200 (Rev.6), ACD 201 (Rev. 2), ACD 502 (Rev. 2), ACD 602 (Rev. 2) and ACD 605 (Rev. 2), attached to this Agreement as Annexure "B".

2. INTERPRETATION IN THIS AGREEMENT

In this Agreement:



- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and the plural includes the singular;
- (c) reference to a gender includes a reference to each other gender;
- (d) reference to a person includes reference to an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated): and

unless the context indicates a contrary intention:

- (e) references to parties, clauses, sub-clauses, schedules and annexures are references to parties, clauses, sub-clauses, schedules and annexures to or of this Agreement and a reference to this Agreement includes any schedule or annexure;
- (f) references to any person or to any party to this Agreement include that persons or that parties executors, administrators and permitted assigns;
- (g) where any word or phrase is given a defined meaning, any other part of speech grammatical form in respect of the word or phrase has a corresponding meaning;



- (h) reference to a statute shall include any statutes, amending, consolidating or replacing same and any regulations made under such statutes;
- (i) this Agreement shall be governed by the laws of the State of Victoria.

3. AGREEMENT UNDER SECTION 163 OF THE ACT

The parties have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 163 of the Act.

4. COMMENCEMENT OF THIS AGREEMENT



- 4.1 This Agreement shall come into force and effect as from the date of execution of it by the parties and the benefit and the burden of this Agreement shall run with and be annexed to the Land.
- 4.2 The modifications/variations granted by the Determination shall have no force and effect unless this Agreement is entered into prior to the issue of the Occupancy Permit for the Car Park.
- 4.3 The parties have agreed that the burden of any covenant in the Agreement, whether positive or negative, runs with the Land, even though there may be no land benefited by the covenant and that the covenant may be enforced as a restrictive covenant and binds the Owner of the Land and the Owner's successors in title.

5. SUCCESSORS IN TITLE

- 5.1 Without limiting the operation or effect which this Agreement has, the Owner shall ensure that its successors in title to the Land:
 - (a) give effect to and do all acts and sign all documents as may be required to give effect to this Agreement; and



- (b) execute under seal a Deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successors' names appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

5.2 The conditions of this clause 5 shall end upon a memorandum of this Agreement being recorded on the Certificate of Title to the Land in accordance with Section 165 of the Act.

6. **COVENANTS OF THE OWNER**



The Owner with the intent that the burden of its covenants under this Agreement shall run with the Land, covenants and agrees with the Authority that the Owner shall ensure that, in the case of the external wall of the Stadium Building being altered so that the FRL is reduced below 120/120/120, the external wall of the Car Park in proximity to the external wall of the Stadium Building is to be made to comply with the Building Regulations prevailing at the time of the alteration.

7. **COVENANTS OF THE AUTHORITY**

The Authority covenants and agrees that it will without delay following the commencement of this Agreement:

- (a) lodge a copy of the Agreement with the Board in accordance with Section 165(1)(a) of the Act; and
- (b) have a record or memorial of the Agreement (as the case may be) registered on the title or memorial to the Land.

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8. COSTS

The Owner will pay on demand to the Authority the Authority's proper and reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration at the Land Titles Office of this Agreement.

9. TERMINATION AND VARIATION OF THIS AGREEMENT

9.1 The parties agree that the Agreement shall lapse upon the happening of one of the following events, which ever event occurs first:

- (a) the demolition or removal of the Building Works;
- (b) the Owner completing the Owner's obligations under this Agreement; or
- (c) the external wall of the Car Park in proximity to the external wall of the Stadium Building being brought into conformity with the Building Regulations prevailing at the time of the alteration.

9.2 Otherwise than by the happening of one of the events described in Clause 9.1, the Agreement shall not be terminated or varied unless with approval of the Board in accordance with Section 164 of the Act.

9.3 For the purposes of determining whether the Agreement has lapsed in accordance with Clause 9.1, the external wall of the Car Park in proximity to the external wall of the Stadium Building is not considered to be brought into conformity with the Building Regulations by reason only of a building surveyor exercising a discretion under Regulation 3.2 or 5.7 of the Building Regulations.

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10. OBLIGATIONS OF THE PARTIES FOLLOWING TERMINATION OF THIS AGREEMENT

10.1 The Owner agrees to notify the Authority in writing if one of the events described in Clause 9.1 occurs. Such notification shall be given within 21 days of the event occurring and shall include information demonstrating the happening of one of the events together with any document required to be signed by the Authority in order to remove the Agreement from the Certificate of Title.

10.2 The Authority agrees that within 21 days of being notified of an event in accordance with Clause 10.1 it will give notice to the Board that the Agreement is terminated and will execute any document required to remove the Agreement from the Certificate of Title that has been provided to it in accordance with Clause 10.1 and return such document to the Owner.

11. GENERAL

11.1 Notices



(a) A notice or other communication required to be given under this Agreement shall be in writing and may be given:

- (i) by delivering it personally to that party;
- (ii) by sending it by pre-paid post addressed to that party at the address set out in this Agreement or subsequently notified to the other party from time to time;
- (iii) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre-paid post.

(b) A notice or other communication is deemed given:

- (i) if delivered, on the next following business day;
- (ii) if posted, on the expiration of two business days after the date of posting;

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- (iii) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day. In the event that re-transmission has been requested, the facsimile will be deemed given on the next following business day after re-transmission.

11.2 Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

EXECUTED BY THE PARTIES ON THE DATE SET OUT AT THE TOP OF PAGE 1 OF THIS AGREEMENT



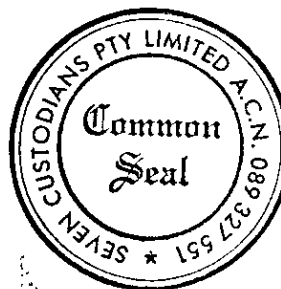
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EXECUTED as a Deed.

THE COMMON SEAL of)
SEVEN CUSTODIANS PTY LTD ACN)
089 327 551 was affixed by the authority of)
the Board of Directors in the presence of:)



The authorised person:

.....
Sole Director

.....
Sole Company Secretary

Full Name:

Usual Address:

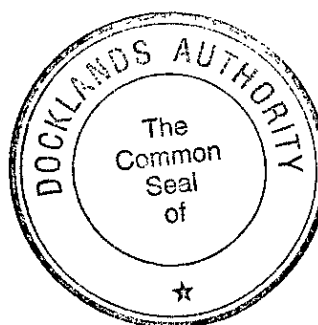


THE COMMON SEAL of)
DOCKLANDS AUTHORITY was affixed)
in accordance with the *Dockland Authority*)
Act 1991 in the presence of:)

The authorised person:

.....
Board Member

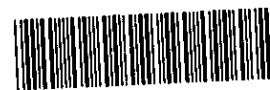
.....
~~Board Member~~ Chief Executive Officer



Full Name:

Usual Address:

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ANNEXURE "A"



DW944159H-13-9

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Building Act 1993

VICTORIA

DETERMINATION OF THE BUILDING APPEALS BOARD

Application for Determination of the Building Regulations 1994

Municipality	Melbourne, City of
Project	Docklands
Site Address#	Footscray Road Melbourne 3000
Applicant	Boulderstone Hornibrook
Class of Building	5, 7, 9b
Regulation/s to be Determined	CP2

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Nature of Determination/s Sought

1. CP2, inter alia C3.2
To permit the external wall of the carpark of the Channel 7 building abutting the stadium as shown on the plans to be constructed without a fire rating to the external wall.

Decision/s of the Panel

1. Approved (pursuant to Section 160 of the Building Act 1993) subject to a Section 163 agreement being entered into as follows:-
 - (a) The owner of the land shall enter into an agreement with the Docklands Authority.
 - (b) The Docklands Authority is directed to enter into the agreement specified above.
 - (c) The owner shall in the case of the external wall of the adjoining building in the proximity of the subject carpark being altered so that the FRL is reduced the external wall of the carpark is to be made to comply with the building regulations at the time
 - (d) The agreement shall -
 - be under seal;
 - recite this determination in full or have attached to it a copy of this determination;
 - precisely describe the land to which the agreement applies and, if the owner's
 - require the owner of the land to pay the reasonable costs incurred by the Docklands Authority in relation to the agreement (including the Titles Office fees);



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Building Act 1993

VICTORIA

DETERMINATION OF THE BUILDING APPEALS BOARD

- describe the owner's obligations in accordance with this determination;
- provide for the agreement to lapse upon:
 - the demolition or removal of the building work,
 - the owner completing the owner's obligations, or
 - the building being brought into conformity with the building regulations prevailing at the time



(whichever event occurs first);

- provide that, otherwise than by one of the events described above, the agreement shall not be terminated or varied unless with the approval of the Board;
 - specify that, for the purposes of determining whether the agreement lapses, the building is not considered to be brought into conformity with the building regulations by reason only of a building surveyor exercising a discretion under regulations 3.2 or 5.7 of the building regulations;
 - specify that the burden of any covenant in the agreement (whether positive or negative) runs with the land, even though there may be no land benefited by the covenant and that the covenant may be enforced as a restrictive covenant and binds the owner of the land and the owner's successors in title.
- (e) The modification(s) or variation(s) hereby granted shall have no force or effect unless the agreement specified above is entered into prior to the issue of the occupancy permit.
- (f) The Docklands Authority must -
- lodge a copy of the agreement with the Board;
 - give notice to the Board if the agreement lapses;
 - enter a record or memorial of the agreement (as the case may be) on the title or memorial to the land.

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Building Act 1993

VICTORIA

DETERMINATION OF THE BUILDING APPEALS BOARD

Panel Members

Date of Hearing 11-11-99

S Ryan, R Brown, P England, R Papageorge



Chairperson, Building Appeals Panel



Registrar

Date signed: 11 / 11 / 99

OFFICE USE Ref: CON : 426497



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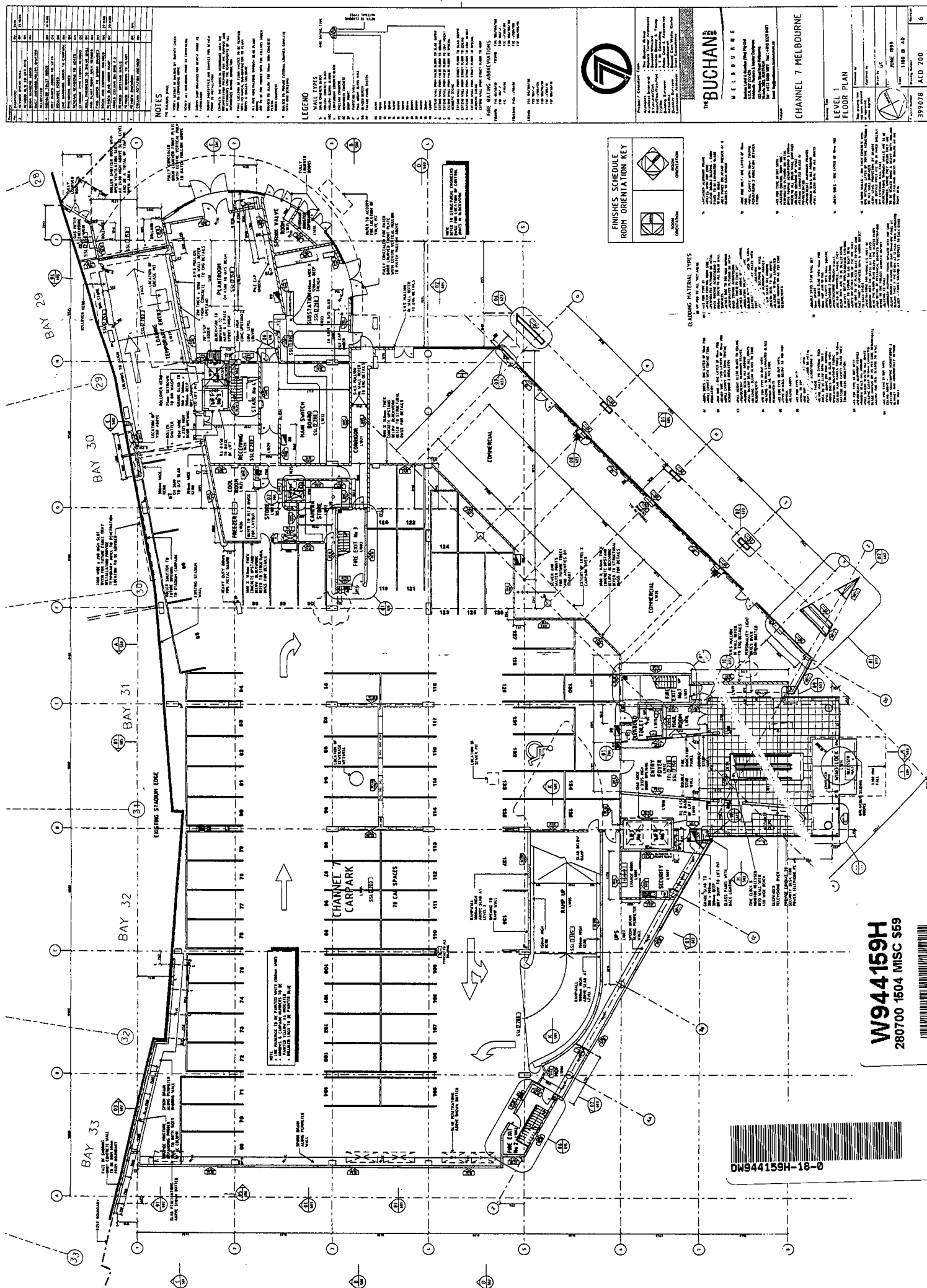
ANNEXURE "B"



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- LEGEND**
- WALL TYPES**
- 1. CONCRETE WALL
 - 2. BRICK WALL
 - 3. GIBBS WALL
 - 4. GLASS WALL
 - 5. METAL WALL
 - 6. WOOD WALL
 - 7. PLASTER WALL
 - 8. STONE WALL
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- FIRE RATING ABREVIATIONS**
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BUCHANAN

MELBOURNE

CHANNEL 7 MELBOURNE

LEVEL 1 FLOOR PLAN

FINISHES SCHEDULE

ROOM ORIENTATION KEY

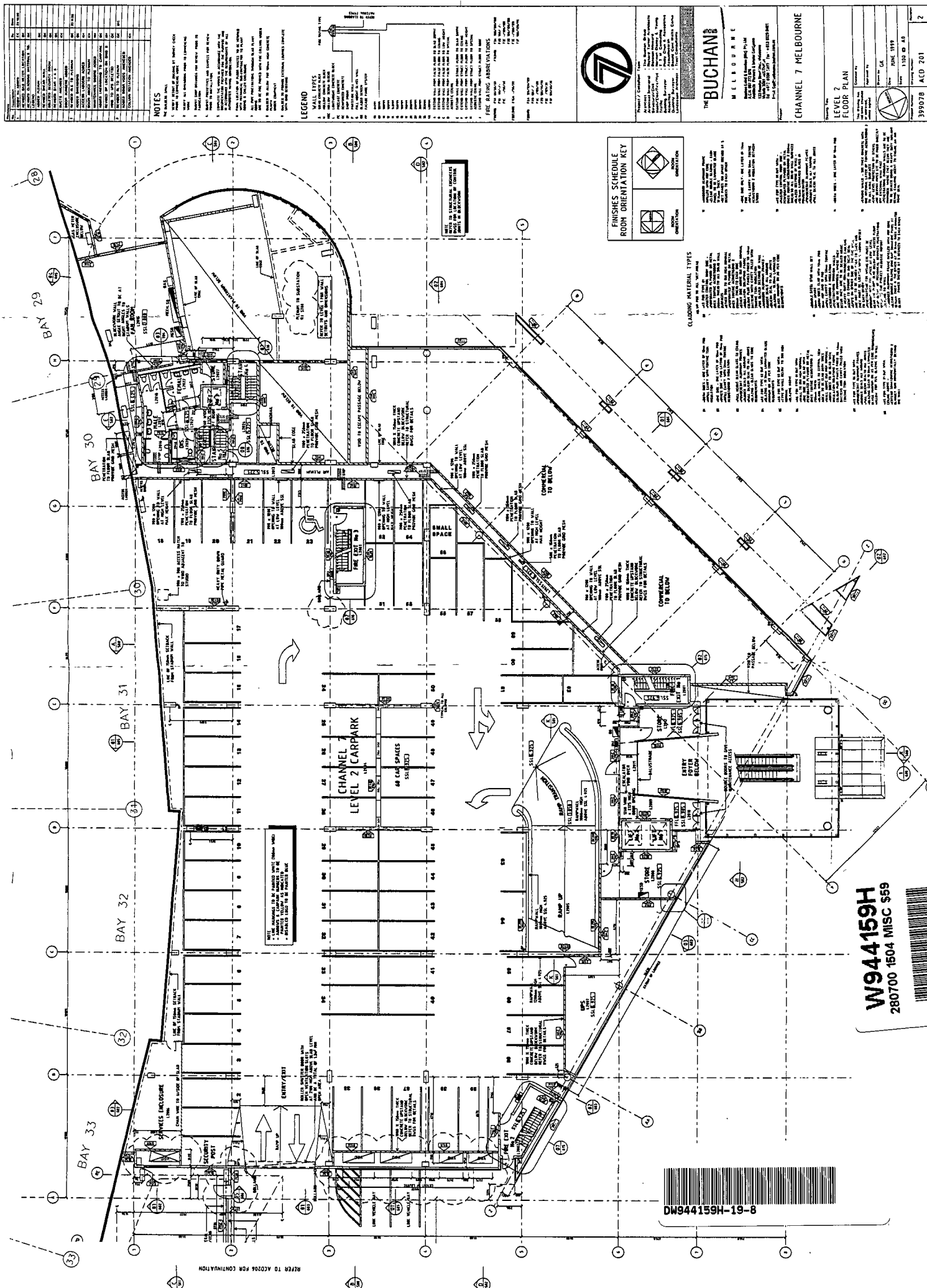
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NOTES

1. THE DRAWING IS THE PROPERTY OF BUCHANAN & PARTNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF BUCHANAN & PARTNERS.
2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
3. THE DRAWING IS TO BE USED IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONDITIONS OF SALE.
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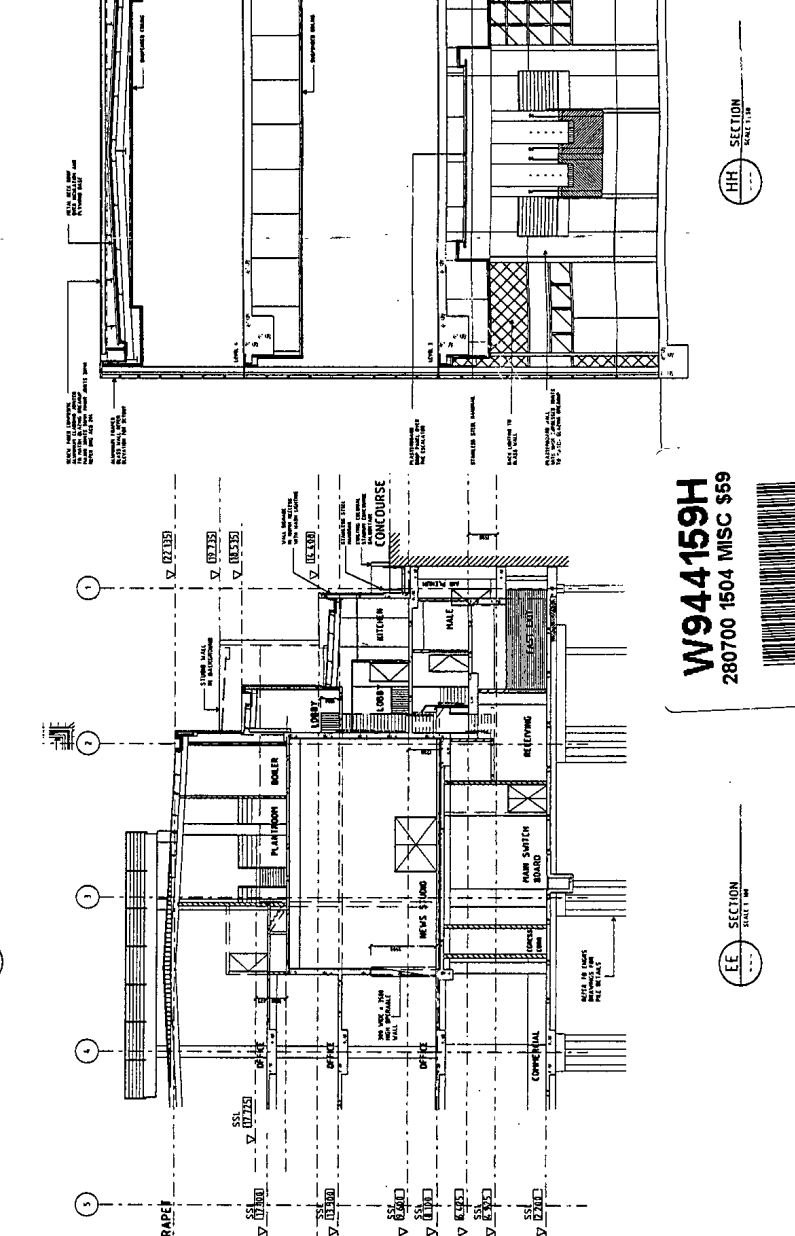
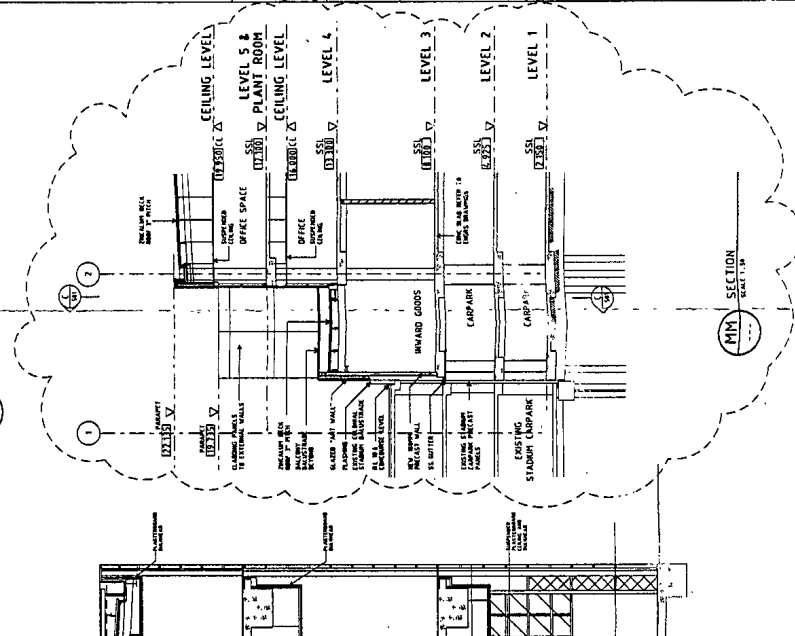
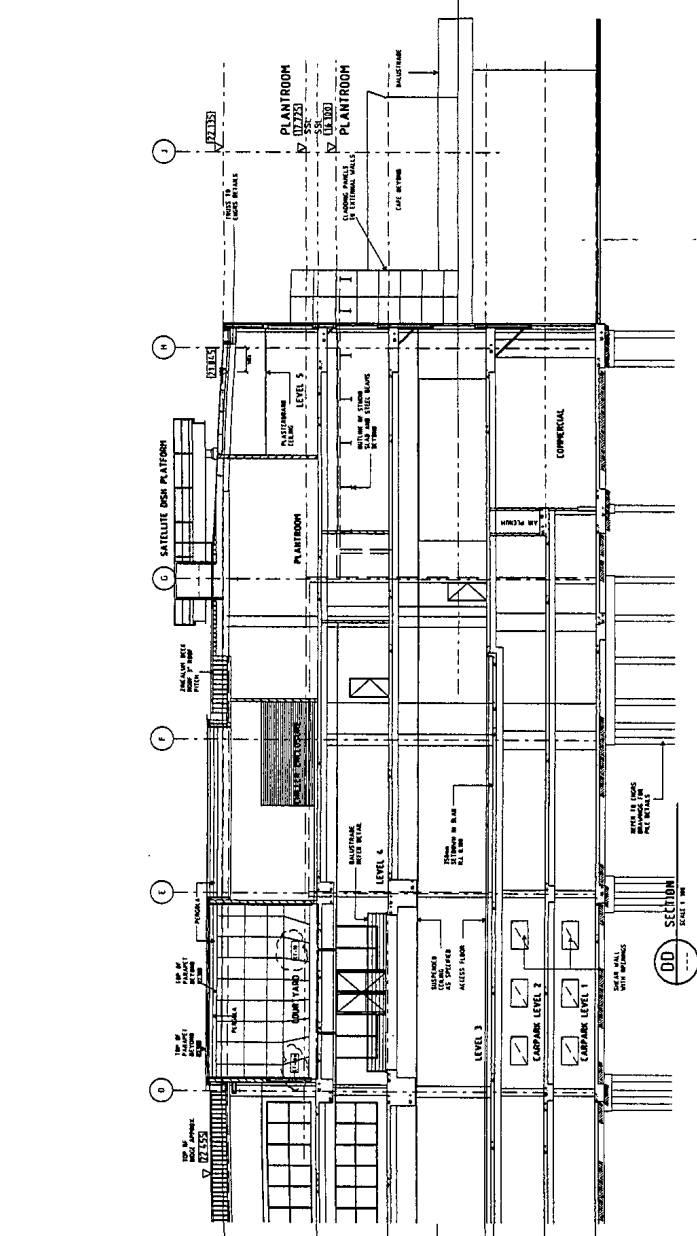
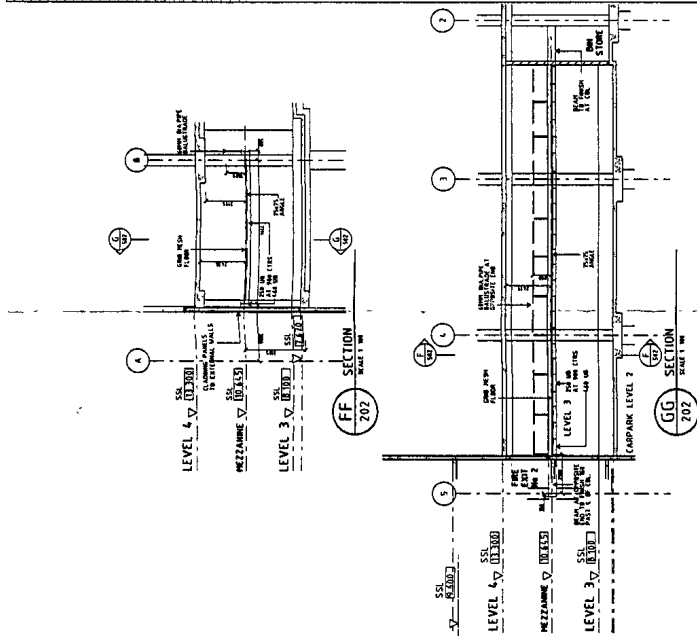
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BUCHANAN & PARTNERS
ARCHITECTS
100/102 LINDSEY DRIVE
MELBOURNE VIC 3000
TEL: 03 9594 1594
WWW.BUCHANAN-PA.COM.AU

CHANNEL 7 MELBOURNE

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THE BUCHANAN

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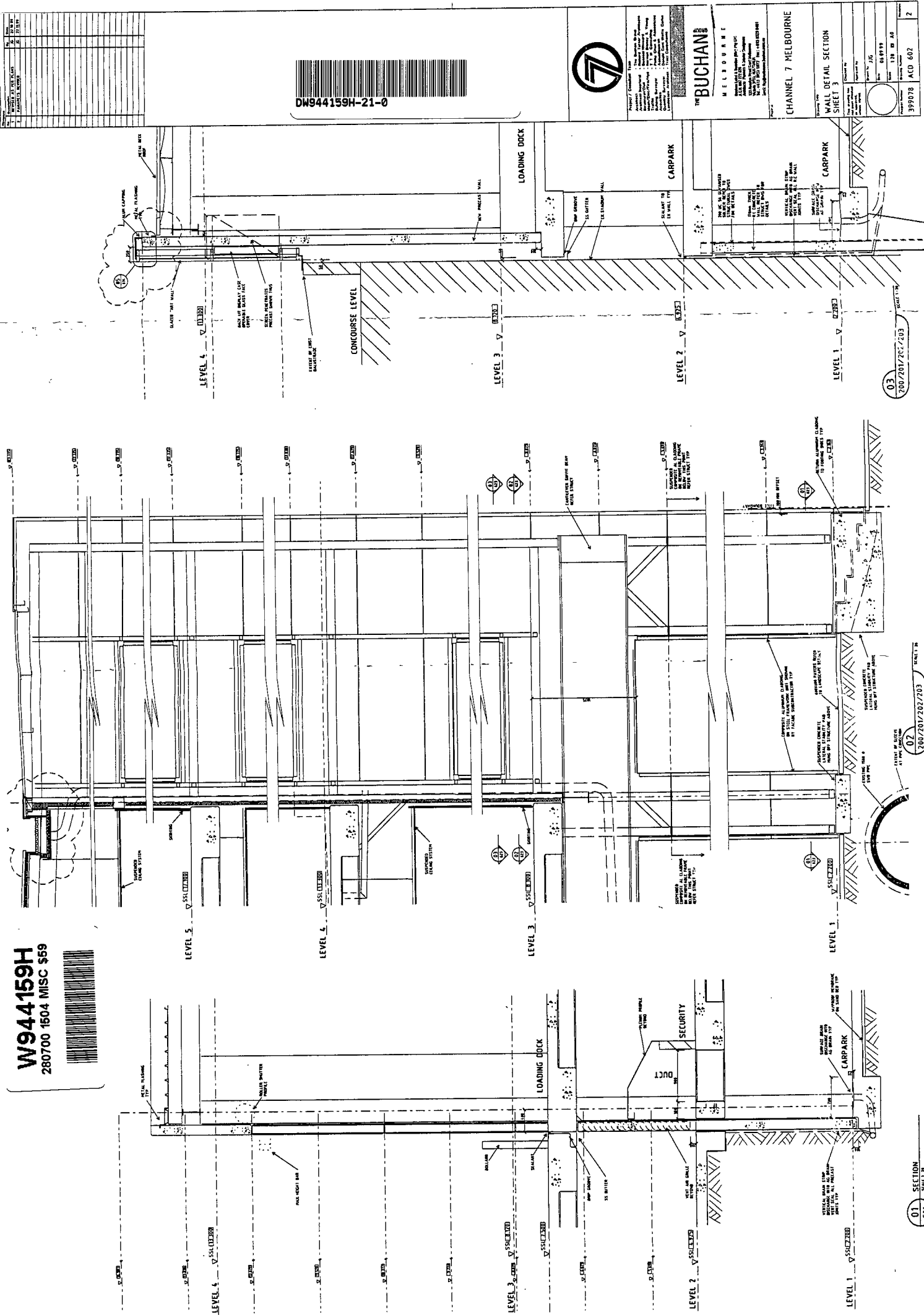
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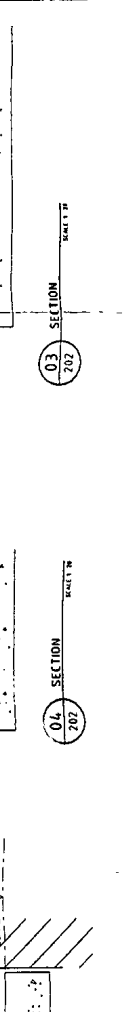
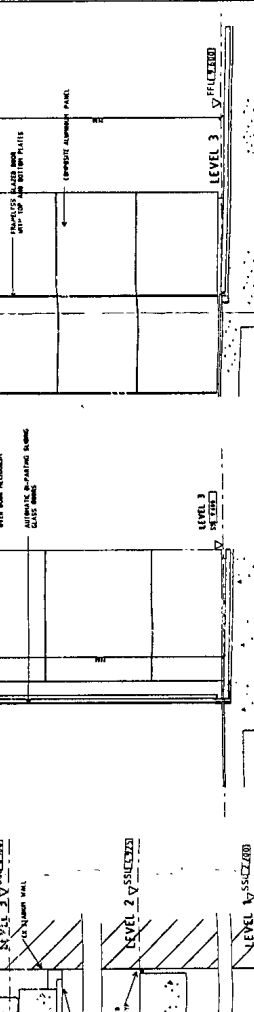
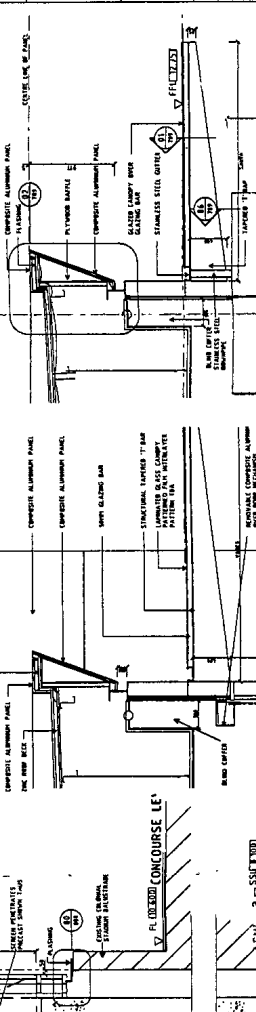
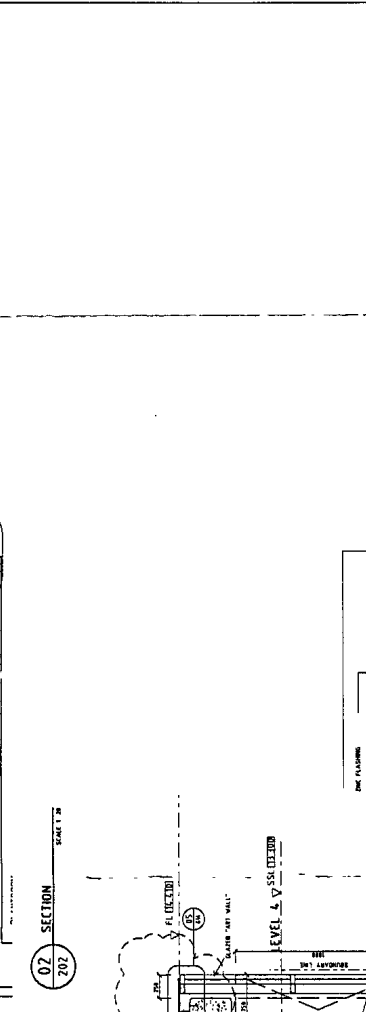
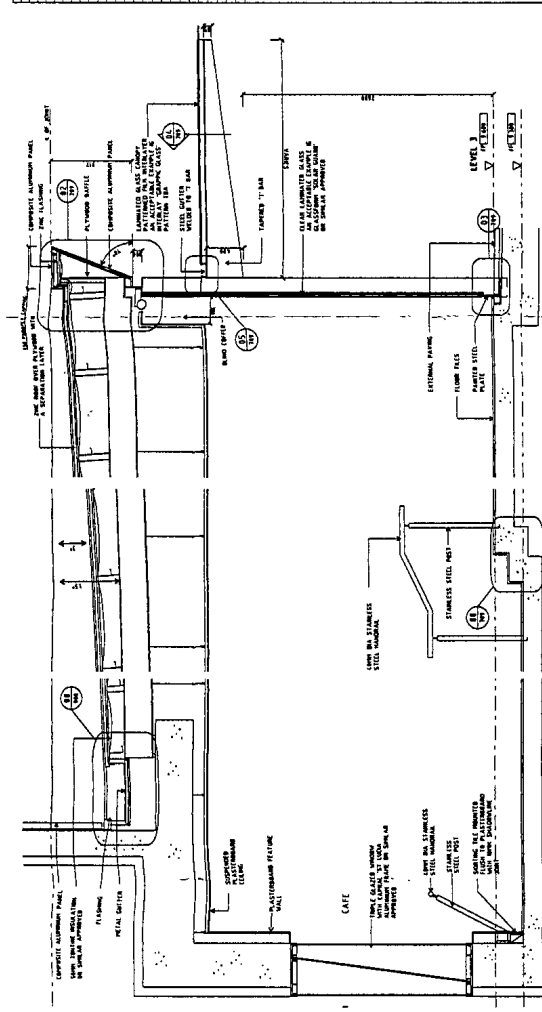
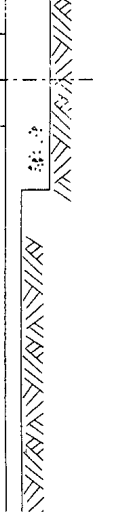
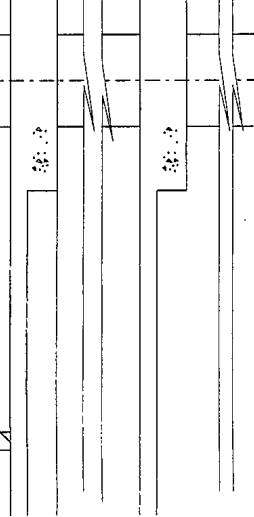
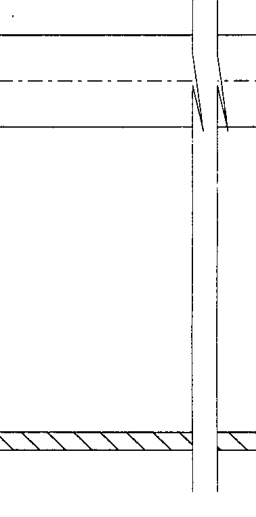
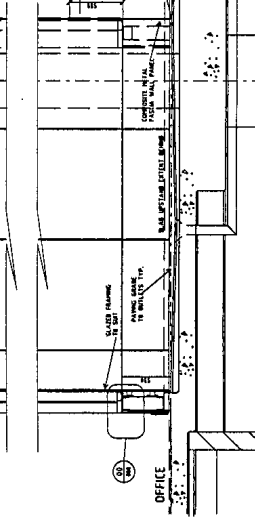
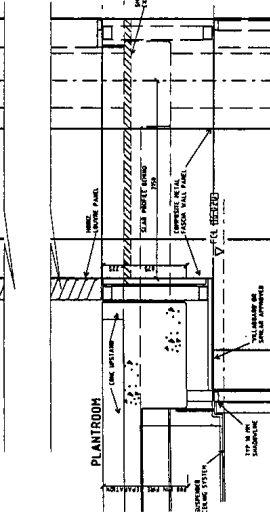
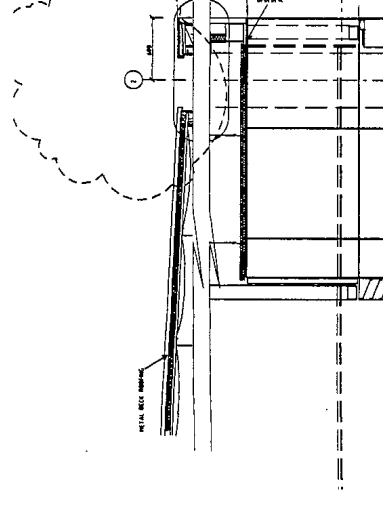
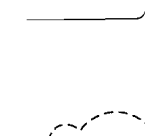
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02
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01
SECTION
SCALE 1:10



W9747159
280700 1604 MISC \$59



NO.	REVISION	DATE
1	ISSUED FOR TENDER	15/04/2025
2	REVISED	15/04/2025



DW944159H-22-8



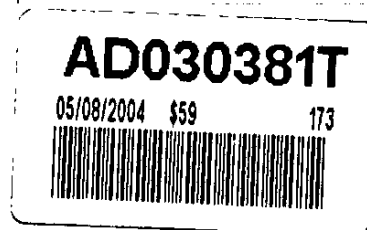
THE BUCHANAN
MELBOURNE
Architectural Services Pty Ltd
100 Collins Street, Melbourne, VIC 3000
Phone: (03) 9247 1599
Fax: (03) 9247 1598
Email: info@thebuchanan.com.au
Website: www.thebuchanan.com.au

Project	Channel 7 Melbourne
Client	Channel 7 Melbourne
Architect	The Buchanan Melbourne
Structural Engineer	Channel 7 Melbourne
Scale	1:20
Date	15/04/2025
Sheet No.	2
Sheet Title	WALL DETAIL SECTION

1 x agreement



Form 13



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, MELBOURNE VIC 3000
Ref: PZM LGAB 30-4400977
Customer Code: 781Q

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Certificate of title Volume 10805 Folio 727

Authority: **VicUrban** (previously the Docklands Authority) of AFL House, 140 Harbour Esplanade, Docklands, VIC 3008.

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application.


Signature for VicUrban

CELIA GERKEN
Name of Officer (print)

17 JUNE 2004
Date



04/9860



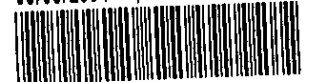
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Section 173 Planning & Environment Act agreement – Lot 1 PS432271H

AD030381T

05/08/2004 \$59

173



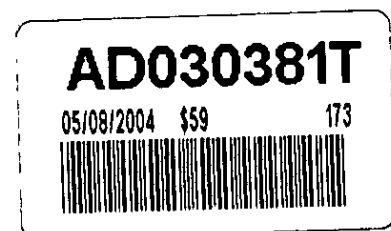
MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.mintereEllison.com

Section 173 Planning & Environment Act agreement – Lot 1 PS 432271H

Details	3
1. Defined terms & interpretation	4
2. Section 173 agreement	4
3. Commencement	4
4. Ending of agreement	4
5. Owner's covenants	5
6. Responsible Authority's covenants	6
7. Agreement to benefit successors	6
8. Agreement to be read in conjunction	6
9. General	7
Schedule 1 - Stadium Link Plan	8
Signing page	9





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Details

Date

Parties

Name	Seven Custodians Pty Limited ABN 33 089 327 551
Short form name	Owner
Notice details	Level 9, 1 Pacific Highway, North Sydney 2060

Name	VicUrban
Short form name	Responsible Authority
Notice details	Level 22, 555 Collins Street, Melbourne 3000

(the 'Parties')

Background

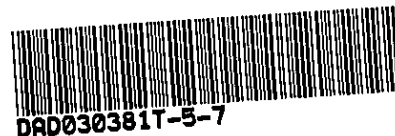
- A The Owner is the registered proprietor of the Land.
- B The Land is subject to the Planning Scheme and the Responsible Authority is the responsible authority under the Act pursuant to the Planning Scheme.
- C The Responsible Authority was established by the *Docklands Authority Act 1991* (Vic) for the purpose of facilitating the development the Melbourne Docklands.
- D The Responsible Authority is currently the council responsible for the municipal district of the Melbourne Docklands for the purpose of the *Local Government Act 1989* (Vic).

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Agreement

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning & Environment Act 1987* (Vic).

Connection Area means the area labelled as such shown hatched on the plan annexed to this agreement as Schedule 1.

Development Plan means all of the drawings, specifications and documents that have been submitted to and approved by both the Responsible Authority and the Department of Sustainability and Environment in relation to developing the Land.

Land means the land comprised in Lot 1 on plan of subdivision PS432271H being part of the land more particularly described in Certificate of Title volume 10494 folio 619.

Owner includes the person from time to time registered or entitled to be registered by the Registrar of Titles as proprietor of an estate in fee simple in the Land or any part of it.

Planning Scheme means the Melbourne Planning Scheme.

Practical Completion has the meaning ascribed to that expression in the development agreement to be entered into by the Parties in respect of the land comprised in Lot 2 on plan of subdivision PS432271H being part of the land more particularly described in Certificate of Title volume 10494 folio 619.

Stadium Link means a pathway not less than 3 metres wide to be located anywhere within the areas labelled as Stadium Link Area and Connection Area as shown hatched on the plan annexed to this agreement as Schedule 1 and which connects Harbour Esplanade with the service road located on the Land.

Stadium Link Area means the area labelled as such shown hatched on the plan annexed to this agreement as Schedule 1.

2. Section 173 agreement

This agreement is made under section 173 of the Act to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme with the intent that the burden of the Owner's covenants run with the Land.

3. Commencement

This agreement will come into force on the date of execution of this agreement.

4. Ending of agreement

4.1 Termination in part

If the Land is:

- (a) subdivided; or

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05/08/2004 \$59 173





(b) at any time comprised in more than one lot,

such that this agreement is no longer relevant to any lot forming part of the Land, the Responsible Authority will release that lot from the application of this agreement. This agreement will then immediately end in relation to that lot and only operate in relation to the balance of the Land.

4.2 Termination by replacement agreement

If the Owner obtains approval from the relevant planning authority for construction on the Land of a new development over the whole or a substantial part of the Land the Responsible Authority agrees to negotiate with the Owner a new agreement to give effect to the intent of this agreement but amended where necessary to reflect the nature of the new development. This agreement will end on registration of any such replacement agreement.

4.3 By agreement

This agreement may be terminated by the parties by written agreement.

5. Owner's covenants

The Owner covenants and agrees as follows:

5.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after this agreement commences and before it is registered at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.2 Obligation to run with the Land

Any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.3 Obligations of Owner in relation to Stadium link

From Practical Completion, the Owner:

- (a) must, subject to clause 5.4, ensure that the Stadium Link is open to and accessible for use by public pedestrian traffic and for maintenance works and emergency uses (as contemplated by clauses 5.3(d) and (e)) 24 hours per day, 7 days per week excepting those times in respect of which the Owner seeks temporary exclusive use of the Stadium Link Area and the Responsible Authority provides its written consent to such use by the Owner. The Responsible Authority's consent in relation to this clause is not to be unreasonably withheld;
- (b) must, subject to clause 5.4, ensure that the Stadium Link is clear, clean and free from obstructions and impediments at all times;
- (c) bears all risk of loss or damage associated with the Stadium Link and releases to the full extent permitted by law the Responsible Authority and its employees, agents, licensees, contractors, sub-contractors and servants and all persons claiming through or under the Responsible Authority from all actions, claims, demands and losses of every kind resulting from any accident, damage, loss, death, injury, cost or expense occurring directly or indirectly in connection with the Stadium Link which is not caused directly or indirectly by a negligent act or omission of the Responsible Authority or their respective employees, consultants or agents;



- (d) must at its own cost keep and maintain the Stadium Link Area and the Connection Area in a state of repair and condition which is consistent with the standard of maintenance adopted in respect of public areas in the general vicinity of the Land, including but not limited to Harbour Esplanade and Docklands Park;
- (e) must ensure that motor vehicles, other than emergency services vehicles or vehicles required to effect maintenance works in accordance with clause 5.3(d), are not permitted on the Stadium Link Area;
- (f) must ensure that the standard of lighting of the Stadium Link Area and the Connection Area is maintained and operated in accordance with those parts of the Development Plan referable to the Stadium Link Area and the Connection Area; and
- (g) must ensure that the standard of hard and soft landscaping of the Stadium Link Area and the Connection Area is maintained in accordance with those parts of the Development Plan referable to the Stadium Link Area and the Connection Area.

5.4 Acknowledgments

The Responsible Authority acknowledges that the Owner may need to close the Stadium Link from time to time due to an emergency, or in order to effect repairs and maintenance procedures and as required to facilitate work on any new development over the whole or part of the Land.

5.5 Registration

The Owner must do all things necessary to enable the Responsible Authority, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

6. Responsible Authority's covenants

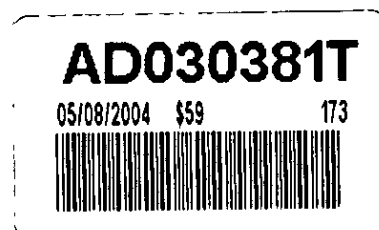
The Responsible Authority covenants and agrees that as soon as reasonably practicable after the ending of this agreement the Responsible Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Registrar.

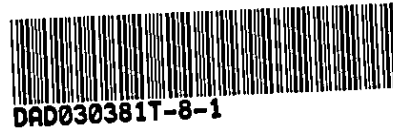
7. Agreement to benefit successors

If any other person or entity replaces the Responsible Authority as the entity responsible for the municipal district of the Melbourne Docklands for the purpose of the *Local Government Act 1989* (Vic), the Owner and the Responsible Authority must as soon as possible do all things reasonably necessary to transfer the rights and obligations of the Responsible Authority under this agreement to the replacement person or entity.

8. Agreement to be read in conjunction

This agreement is to be read in conjunction with the Section 173 Planning and Environment Act Agreement relating to Lot 2 on PS432271H and construed so that together they can provide a continuous public access way along the Stadium Links as defined in the agreements, from La Trobe Street to Harbour Esplanade.





9. General

9.1 Proper law

This agreement is governed by and the parties to submit to the jurisdiction of the laws of the State of Victoria.

9.2 General acknowledgment

The parties acknowledge that any obligation imposed upon the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority and the provisions of this agreement must be read accordingly.

9.3 Further documents

The parties agree to do all things necessary to give effect to this agreement.

9.4 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

9.5 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

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Schedule 1 - Stadium Link Plan



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Signing page

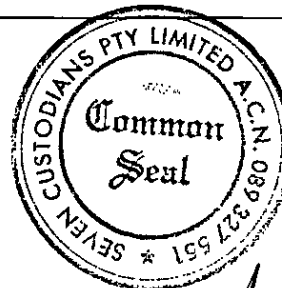
EXECUTED as an agreement

The Common Seal of **SEVEN CUSTODIANS LIMITED** ABN 33 089 327 551 is affixed in accordance with its constitution in the presence of

Director / Chief Executive Officer

PETER JOSEPH LEWIS

Name: (print)



Director

JUDITH ANNE HOWARD

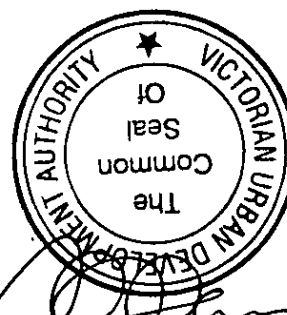
Name: (print)

The Common Seal of the **VICTORIAN URBAN DEVELOPMENT AUTHORITY** is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:

Director / Chief Executive Officer

John Tabart

Name: (print)



Director

Helen Hewett

Name: (print)

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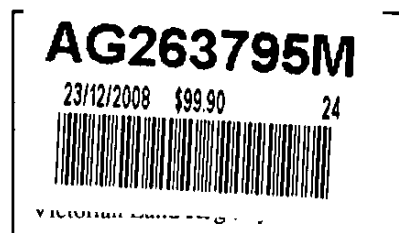
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173



**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 **Planning and Environment Act 1987**

Form 18



Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, Melbourne, Victoria 3000
Ref: DY ANS 30-5944744
Customer Code: 0781Q

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 10805 Folio 727

Authority: *(name and address)*

VicUrban of Level 12, 700 Collins Street, Docklands Victoria 3008

Section and Act under which agreement made:

Section 24(2) of the *Docklands Act 1991*

A copy of the Agreement is attached to this Application.

Signature for the Authority: Michael Hynes

Name of Officer (print): MICHAEL HYNES

Date: 17 DECEMBER 2008

MinterEllison

L A W Y E R S

AG263795M

23/12/2008 \$99.90

24



and

DOCKLANDS AUTHORITY

**REGISTERABLE AGREEMENT
(Remediation Obligations)**

Rest of Stadium Precinct Docklands Area

COMMERCIAL-IN-CONFIDENCE

AG263795M



SEVEN CUSTODIANS PTY LTD

and

DOCKLANDS AUTHORITY

**REGISTERABLE AGREEMENT
(Remediation Obligations)**

Rest of Stadium Precinct Docklands Area

MINTER ELLISON
Lawyers
Rialto Towers
525 Collins Street
MELBOURNE VIC 3000
DX 204 MELBOURNE
Telephone (03) 9229 2000
Facsimile (03) 9229 2666
Reference LGAB AP 1166384

REGISTERABLE AGREEMENT

AGREEMENT dated

1 March 2000 November-1999



BETWEEN **DOCKLANDS AUTHORITY** of Level 38, Rialto South Tower, 525 Collins Street, Melbourne in the State of Victoria ('**Authority**')

AND **SEVEN CUSTODIANS PTY LTD ACN 089 327 551** of Level 13, 1 Pacific Highway, North Sydney in the State of New South Wales ('**Owner**')

RECITALS

- A. The Owner is or is entitled to be registered as proprietor of the Land.
- B. The Owner is a party to the Development Agreement pursuant to the Novation Deed, under which it has agreed to enter into this Agreement.
- C. The Land has been (or is to be) remediated by the Owner and the contamination has been (or is to be) contained at the Land.
- D. A statement of certificate of environmental audit has been issued (or must be obtained by the Owner) for the Land.
- E. This Agreement is an agreement under section 24(2) of the *Docklands Authority Act 1991*.
- F. The parties intend that the Authority may, in its discretion, register this agreement with the Registrar of Titles in accordance with section 181 of the Act so that the Owner's covenants referred to in this Agreement run with the Land.

1. DEFINITIONS

In this Agreement:

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

'Development Agreement' means the precinct development agreement entered into by the Authority and the Seven Network Ltd ACN 052 816 789 dated 24 September 1998 (as amended by the First Deed of Variation and as novated to the Owner by the Novation Deed) for the development of the area known as the Rest of Stadium Precinct within the Docklands Area of which the Land forms part;

'Docklands Authority' means the Authority established by the *Docklands Authority Act 1991* (Vic) for the purpose of facilitating the development of the Docklands Area;

'First Deed of Variation' means the deed of that name between the Authority and Seven Network Ltd ACN 052 816 789 dated on or about 14 October 1999;

'Land' means all of the land on the compilation plan (with an area of 1.381 hectares) as shown in Schedule O of the Development Agreement, being part of the land contained in certificate of title volume 10269 folio 528 and known as Rest of Stadium Precinct, Docklands Area;

Stt

'Novation Deed' means the deed of the same name between the Authority, the Owner and Seven Network Ltd ACN 052 816 789 dated on or about the date of this agreement;

'Owner' includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land;

'Planning Scheme' means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

'State' means the Crown in right of the State of Victoria.

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23/12/2008 \$99.90 24



2. REGISTERED AGREEMENT

2.1 Purpose of this Agreement

This agreement is made under section 24(2) of the *Docklands Authority Act* with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Authority, in its discretion, may apply to the Registrar of Titles to have this Agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

3. COMMENCEMENT

This Agreement will come into force and effect from the date of this Agreement.

4. ENDING OF AGREEMENT

This agreement will end as set out in the Developer Agreement, or earlier by agreement in writing between the parties.

5. OWNER'S COVENANTS

5.1 Owner Covenants

The Owner will not sell, transfer, dispose of, assign or otherwise part with ownership of all or part of that Land unless and until the transferee has entered into an agreement with the Authority on substantially the same terms and conditions as the terms and conditions contained in the Development Agreement amended to the extent necessary to make them applicable to the interest transferred by the Owner and any other arrangement necessary to give effect to the intent of the parties under the Development Agreement or the Novation Deed (or both) or otherwise as agreed by the parties.

**5.2 Successors in title**

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Authority, in its discretion, to register this Agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Remediation

- (a) The Owner agrees that if, as part of any development on or of the Land, it is required or directed to undertake clean up or remediation measures including but not limited to removing, dispensing, destroying, disposing of, abating, neutralizing or treating any pollutant, contaminant, waste, substance or environmental hazard in relation to the Land, or any part of it:
 - (i) it will not make any claim or demand on the State in any of its capacities or the Docklands Authority, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in taking the clean up or remediation measures; and
 - (ii) it will indemnify the State in all of its capacities and the Docklands Authority its officers and agents against any claims or demands made by any person relating to the costs, expenses or losses of any such clean up or remediation measures.
- (b) Sub-clause (a) does not apply to the extent that the presence of any pollutant, contaminant, waste, substance or environmental hazard referred to in sub-clause (a) was caused or contributed to by the Authority after 24 September 1998.

5.6 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Authority prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

AG263795M**5.7 Trust**

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this Agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. RESPONSIBLE AUTHORITY'S COVENANT

As soon as reasonably practicable after the ending of this Agreement the Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

7. GENERAL**7.1 Proper law**

This Agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon the Authority under this Agreement does not fetter the future exercise of any statutory discretion by the Authority and the provisions of this Agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this Agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of the Authority.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.



7.6 Reading down and severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. COSTS

The Owner agrees to pay the reasonable costs of the Authority of and incidental to this Agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined by the Law Institute of Victoria.

9. INTERPRETATION

In this Agreement unless the contrary intention appears:

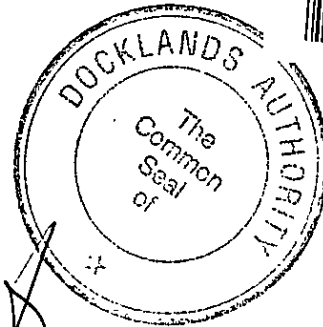
- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute.
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to the Authority includes its successors and assigns (including its successors as responsible authority under the Act).

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EXECUTED as a deed

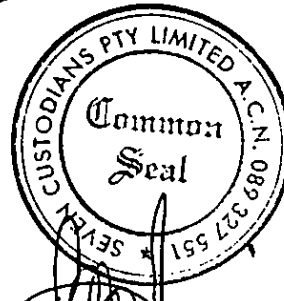
**THE COMMON SEAL of DOCKLANDS
AUTHORITY** is affixed in accordance with
the Docklands Authority Act 1991 in the
presence of



.....
Board Member

.....
Board Member/Chief Executive Officer

**THE COMMON SEAL of SEVEN
CUSTODIANS PTY LTD** is affixed in
accordance with its Articles of Association
in the presence of



.....
Secretary



.....
Director

JUDITH ANNE HOWARD

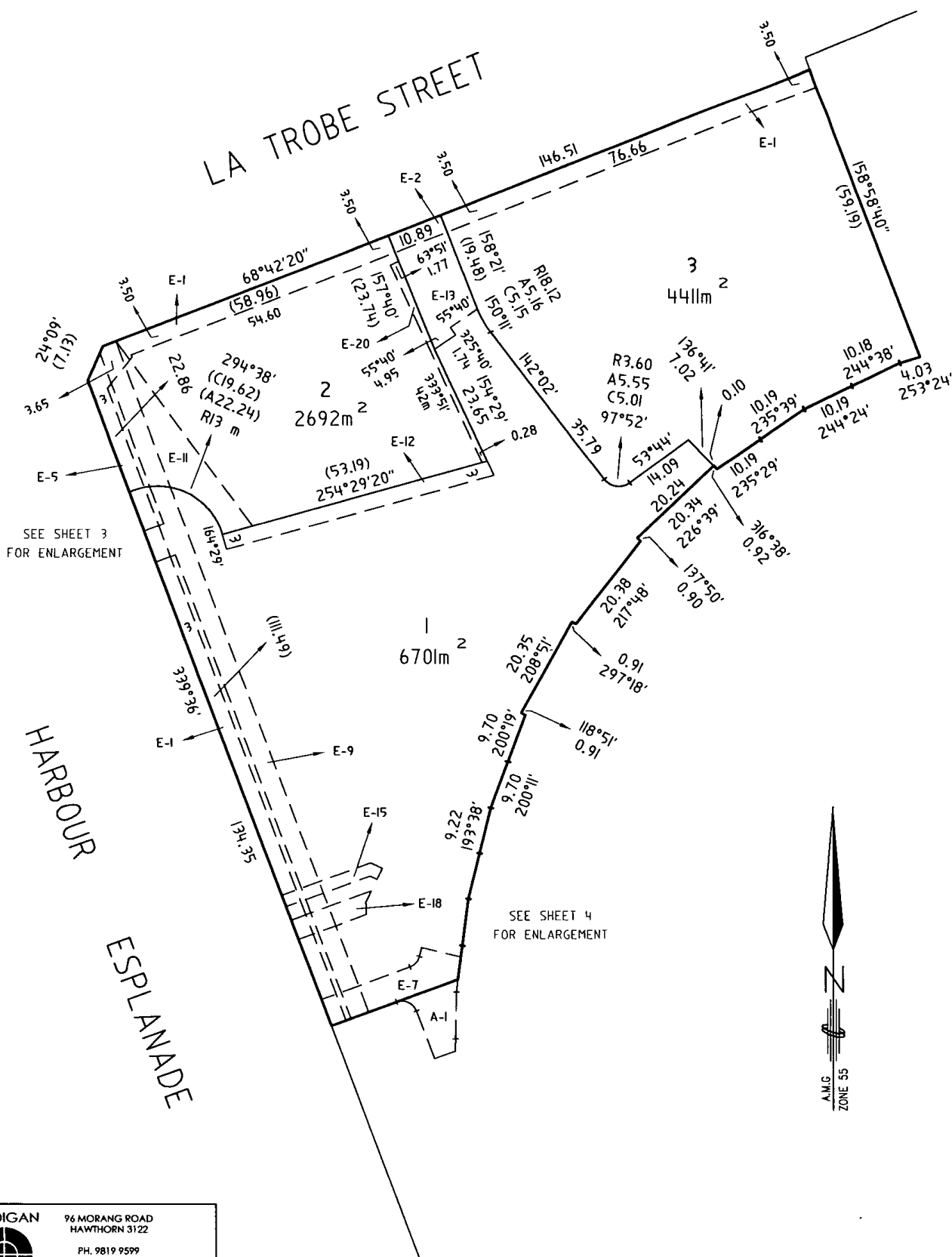
PETER JOSEPH LEWIS

.....
Name of Secretary (print)

.....
Name of Director (print)

PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION	PLAN NUMBER PS 432271 H
LOCATION OF LAND PARISH: MELBOURNE NORTH TOWNSHIP: SECTION: 98 CROWN ALLOTMENT: 1 D (PART) CROWN PORTION: LTO BASE RECORD: VICMAP DIGITAL PROPERTY TITLE REFERENCES: VOL 10494 FOL 619 LAST PLAN REFERENCE/S: LOT 2 PS 431464B POSTAL ADDRESS: 160 HARBOUR ESPLANADE (At time of subdivision) DOCKLANDS, VIC. 3008 AMG Co-ordinates (of approx centre of land in plan) E 319100 N 5812500 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: VICTORIAN URBAN DEVELOPMENT AUTHORITY REF: 57DK/3/41 (2735) 1. This plan is certified under Section 6 of the Subdivision Act 1988 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6. 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 13 / 4 / 04 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
NOTATIONS				
DEPTH LIMITATION 100 METRES BELOW THE SURFACE		STAGING This is is not a staged subdivision. Planning permit No. 57/DK/3/41		
		ADDITIONAL PURPOSE OF PLAN:- (1) VARY THE WATER SUPPLY AND SEWERAGE EASEMENTS CREATED IN PLAN OF SUBDIVISION PS 431464B. (2) VARY THE DRAINAGE EASEMENT CREATED IN PLAN OF SUBDIVISION PS 431464B. GROUNDS FOR VARIATION OF WATER SUPPLY AND DRAINAGE EASEMENTS CREATED BY PLAN OF SUBDIVISION PS 431464B VIDE PLANNING PERMIT No. 57DK/3/41 SURVEY. THIS PLAN IS IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 205 IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				LTO USE ONLY
LEGEND E-Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A-Appurtenant Easement R-Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 AS CREATED ON PS 431464B APPLY TO THE LAND IN THIS PLAN SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				RECEIVED <input checked="" type="checkbox"/> DATE: 25/5/04
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2, E-3, E-4, E-5 E-6, E-14, E-17, E-21 E-4, E-8, E-9, E-10 E-16, E-19, E-21	WATER SUPPLY AND SEWERAGE DRAINAGE	SEE PLAN SEE PLAN	PS 431464B PS 431464B	CITY WEST WATER LTD LAND IN PS 431464B
E-4, E-8, E-9, E-10 E-16, E-19, E-21	DRAINAGE	SEE PLAN	THIS PLAN (See Section 19A Docklands Act 1991)	VICTORIAN URBAN DEVELOPMENT AUTHORITY
E-6, E-7, E-8 E-2, E-13 E-12	WAY WAY FOOTWAY	SEE PLAN SEE PLAN SEE PLAN	PS 431464B THIS PLAN THIS PLAN	LOT 1 ON PS 431464B LOTS 2 AND 3 ON THIS PLAN LOT 2 ON THIS PLAN LOT 1 ON THIS PLAN
E-3, E-4, E-5, E-10, E-11 E-11, E-20 E-14, E-15, E-16	LIGHT & AIR DRAINAGE UNDERGROUND POWERLINE	SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN (See Section 88 Electricity Industry Act 2000)	VICTORIAN URBAN DEVELOPMENT AUTHORITY LOT 1 ON THIS PLAN CITIPOWER PTY
E-17, E-18, E-19 A-1	CARRIAGEWAY WAY	SEE PLAN SEE PLAN	THIS PLAN PS 431464B	CITIPOWER PTY LOT 2 ON PS 431464B
MADIGAN  SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH 9819 9599 FAX 9818 2322 EMAIL jmsur@madigan.com.au				LTO USE ONLY PLAN REGISTERED TIME 10:30am DATE 3/6/04  Assistant Registrar of Titles
LICENSED SURVEYOR SIGNATURE REF 1965-31		NAME TIMOTHY J. BAIRD DATE 19-03-2004 VERSION 05		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 432271 H



MADIGAN
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
jfmur@madigan.com.au

SCALE

15 7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-31

TIMOTHY J. BAIRD

DATE 19-03-2004

VERSION 05

SHEET 2 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 432271 H

LA TROBE STREET

SEE SHEET 2
FOR CONTINUATION

HARBOUR

ESPLANADE



2
2692m²

1
6701m²

MADIGAN

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
jimsur@madigan.com.au

SURVEYING

SCALE

4 2 0 2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET
SIZE

1:200

A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-31

TIMOTHY J. BAIRD

DATE 19-03-2004

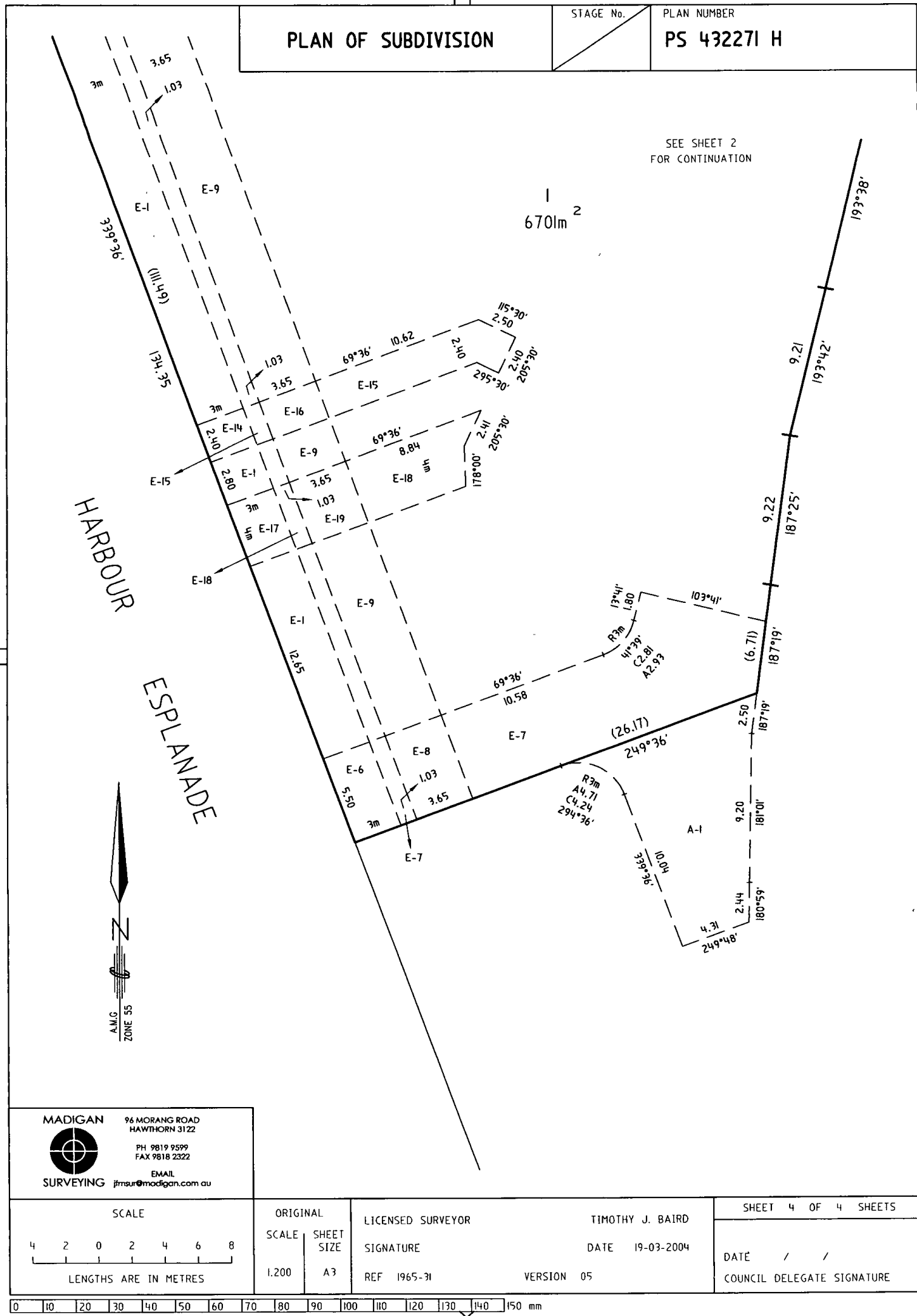
VERSION 05

SHEET 3 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm



MADIGAN 96 MORANG ROAD
HAWTHORN 3122

PH 9819 9599
FAX 9818 2322

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jfrmsur@madigan.com.au

ORIGINAL SCALE 1:200 SHEET SIZE A3

LICENSED SURVEYOR TIMOTHY J. BAIRD

SIGNATURE DATE 19-03-2004

REF 1965-31 VERSION 05

SHEET 4 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE