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Deed of Variation of Agreement

Redevelopment of the Queen Victoria Market

Melbourne City Council
and

Minister for Finance

Deed of Variation of Agreement

Dated **TUESDAY 28 JULY 2015**

Parties

Name	Melbourne City Council ABN 55 370 219 287
Address	Melbourne Town Hall, 120 Swanston Street, Melbourne, Victoria 3000
Facsimile	03 9654 4854
Email	rob.adams@melbourne.vic.gov.au
Contact	Rob Adams, Director City Design and Projects
Short name	MCC

Name	The Hon Robin Scott MP, Minister for Finance for and on behalf of the Crown in right of the State of Victoria
Address	Level 5, 1 Macarthur Street, East Melbourne, Victoria 3002
Facsimile	-
Email	mark.french@dtf.vic.gov.au
Contact	Mark French, Senior Manager, Sales and Acquisitions
Short name	Minister for Finance

Background

- A. MCC and the Assistant Treasurer are parties to an agreement titled 'Redevelopment of the Queen Victoria Market 2014' dated 11 September 2014 (**Agreement**).
- B. The Minister for Finance is the successor to the Assistant Treasurer for the purposes of the Agreement.
- C. The parties have agreed to vary the Agreement on and from the Variation Date and subject to the terms set out in this Deed.
- D. This Deed is supplemental to the Agreement.

The Parties Agree

1. Definitions

In this Deed, unless expressed or implied to the contrary:

Agreement has the meaning assigned to that term in Paragraph A of the Background to this Deed, as varied, where applicable, by this Deed;

Deed means this deed executed by the parties;

Variations means the variations to the Agreement set out in Annexure A; and

Variation Date means the date of execution of this Deed by the parties as inserted on page 1 of this Deed.

2. Variation of Agreement

The parties agree to vary the Agreement on and from the Variation Date in accordance with the Variations.

3. Deed Supplemental

This Deed is supplemental to the Agreement and will be interpreted having regard to the provisions of the Agreement.

4. Continued Operation

The parties agree and confirm that the Agreement remains effective and unaltered, except as varied by this Deed.

5. Costs

MCC agrees to pay the Minister for Finance's reasonable costs associated with this Deed.

6. Interpretation

6.1 Joint and several

If a party consists of more than one person, this Deed binds them jointly and each of them severally.

6.2 Legislation

In this Deed, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements or any of them.

6.3 Clauses and headings

In this Deed:

- 6.3.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Deed; and
- 6.3.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Deed.

6.4 Severance

In this Deed:

- 6.4.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 6.4.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.

6.5 Number and gender

In this Deed, a reference to:

- 6.5.1 the singular includes the plural and vice versa; and
- 6.5.2 a gender includes the other genders.



Signing Page

Executed by the parties as a Deed

Signed by **DAVID ROCHE**, Assistant Director,
Property and Fleet for and on behalf of **The
Hon Robin Scott MP, Minister for Finance** in
the presence of:

Signature

DAVID ROCHE

Name

Signature of Witness

MARK FRENCH

Name of Witness

Signed for **Melbourne City Council** by its
duly authorised delegate, in the presence of:

Signature

Ben Rimmer

Name

Signature of Witness

E. A. SUTTON

Name of Witness

Annexure A Variations

The Agreement is varied on and from the Variation Date in the following manner:

1. The definition of 'Market' in clause 1.1 is deleted and replaced with the following:

'Market means the Queen Victoria Market, which as at the date of this Agreement comprises the land contained in certificates of title volume 10315 folio 173 and volume 10315 folio 174, as shown on the plan attached as Annexure C, and which is located in Melbourne, Victoria.'
2. The definition of 'Market Precinct' in clause 1.1 is deleted and replaced with the following:

'Market Precinct means the land within the red bordered area on the plan attached as Annexure C'.
3. The plan attached as Annexure C to the Agreement is deleted and replaced with the plan attached as Annexure B to this Deed.



Annexure B

ANNEXURE C MARKET PRECINCT

