

Annexure 35 - Building Management Statement

Barangaroo South - Building Management Statement Dated



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Barangaroo South Stage 1A Building Management Statement
15 May 2015 HSF 40515611

Page 1 of 502

Approved Form 12

Conveyancing Act 1919

(Section 196E: Schedule 8A)

Building Management Statement

Note: This statement has effect as an agreement under seal binding:

- each owner for the time being of any part of the building or its site; and
- a mortgagee in possession or lessee of any such part of the building or its site.

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Annexure A – Waiver Application

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Annexure B – Waiver Letters

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Barangaroo South – Building Management Statement

Details

Parties T2 Owner, CCW Lot Owner, RW Lot Owner, EN Lot Owner, Bike Lot Owner, Developer, Barangaroo Delivery Authority, Stakeholder, Thermal Energies Supplier, Water Services Supplier, Embedded Network Operator

To all Members: The parties described below are the initial parties to this management statement as at the date of this management statement, and that as the development of Barangaroo South progresses, additional parties will become Members of this management statement. As at the date of this management statement, those Members are as described in Schedule 7 to this management statement.

T2 Owner	Name	Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust
	ACN	127 727 262
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary

CCW Lot Owner	Name	Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust
	ACN	127 727 262
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
	Name	Lend Lease (Barangaroo South Co-owner) Pty Limited
	ACN	26 158 840 094

Address Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000

Fax (02) 9383 8134

Attention Company Secretary

RW Lot Owner Name **Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust**

ACN 127 727 262

Address Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000

Fax (02) 9383 8134

Attention Company Secretary

Name **Lend Lease (Barangaroo South Co-owner) Pty Limited**

ABN 26 158 840 094

Address Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000

Fax (02) 9383 8134

Attention Company Secretary

EN Lot Owner Name **Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust**

ACN 127 727 262

Address Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000

Fax (02) 9383 8134

Attention Company Secretary

Name **Lend Lease (Barangaroo South Co-owner) Pty Limited**

ABN 26 158 840 094

	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
Bike Lot Owner	Name	Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust
	ACN	127 727 262
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
	Name	Lend Lease (Barangaroo South Co-owner) Pty Limited
	ABN	26 158 840 094
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
Developer	Name	Lend Lease (Millers Point) Pty Limited as trustee for the Lend Lease (Millers Point) Trust (ABN 93 367 164 313)
	ABN	15 127 727 502
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary

**Barangaroo
Delivery
Authority****Name****Barangaroo Delivery Authority****Address**Level 21
201 Kent Street
SYDNEY NSW 2000**Fax**

(02) 9271 5040

Attention

Chief Executive Officer

Stakeholder**Name****Lend Lease IMT 3 Pty Limited****Phone**

127 727 244

AddressLevel 4
The Bond
30 Hickson Road
Millers Point NSW 2000**Fax**

(02) 9383 8134

Attention

Company Secretary

**Thermal
Energies
Supplier****Name****Lend Lease Chilled Water (Barangaroo
South) Pty Limited ABN 98 158 168 597****Address**Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000**Fax**

(02) 9383 8134

Attention

Company Secretary

**Water
Services
Supplier****Name****Lend Lease Recycled Water (Barangaroo
South) Pty Limited ABN 30 158 168 686****Address**Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000**Fax**

(02) 9383 8134

Attention

Company Secretary

**Embedded
Network****Name****Lend Lease Embedded Network (Barangaroo
South) Pty Limited**

Operator

Address

Level 4
The Bond
30 Hickson Road
Millers Point NSW 2000

Fax

(02) 9383 8134

Attention

Company Secretary

Governing law

New South Wales

Date of deed

See Signing page

Barangaroo South – Building Management Statement

General terms

Part 1

Barangaroo South and the building management statement

1 What is a building management statement?

Management of the building

A building management statement is a set of rules that regulate the management and operation of a building or single structure where part of the building or single structure is subdivided by a plan of subdivision that contains one or more stratum lots. A stratum lot is a lot which is limited in height or depth (or both). Barangaroo South consists of a building or single structure that is subdivided by a plan of subdivision that contains stratum lots. It is intended that some of the stratum lots will be subdivided by strata plan.

1.2 Rights and obligations

A building management statement confers rights and imposes obligations on owners and occupiers of lots in a building or single structure in which there is more than one stratum lot. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

1.3 Statutory regulation of building management statements

Building management statements may be governed by the provisions of Division 3B of Part 23 of the *Conveyancing Act 1919* if the Registrar General registers the building management statement with plan of subdivision of a building, or subsequently, a building management statement for the building and its site.

This building management statement is intended to be registered by the Registrar General and, upon registration, is subject to the provisions of Division 3B of Part 23 of the *Conveyancing Act 1919*.

1.4 Statutory effect of a building management statement

Section 196I of the *Conveyancing Act 1919* provides that:

- (a) A registered building management statement, as in force for the time being, has effect as an agreement under seal containing the covenants referred to in clause 1.4(b) entered into by:
 - (i) each owner for the time being of any part of the building or its site affected by the statement, and
 - (ii) any mortgagee in possession or lessee of any part of the building or its site affected by the statement.

- (b) The covenants referred to in this section are:
 - (i) a covenant by which those persons jointly and severally agree to carry out their obligations under the building management statement as from time to time in force, and
 - (ii) a covenant by which those persons jointly and severally agree to permit the carrying out of those obligations.
- (c) The agreement ceases to have effect under this Division in relation to a person who is described in clause 1.4(a) on that person ceasing to be a person so described.
- (d) Clause 1.4(c) does not prejudice or affect any obligation that was incurred by a person, or any right that accrued to a person, under the agreement while the agreement was in force.
- (e) A registered building management statement has no effect to any extent to which it is inconsistent with:
 - (i) any condition imposed, before the registration of the statement, on a development consent relating to the building to which the statement relates or its site, or
 - (ii) this or any other Act or any other law.
- (f) Except as may be provided otherwise by this Act or the regulations, a provision in any instrument under which the agreement is excluded, modified or restricted is void.
- (g) A covenant entered into under the agreement does not merge in a transfer of a lot.
- (h) Nothing in this section affects any right or remedy that a person may have under a building management statement apart from a right or remedy under this Division.

1.5 Replication of section 196I

Each signatory to this deed or other person who otherwise becomes a party to this deed from time to time (including each Owner from time to time and each party who accedes to this management statement under the provisions of a new Membership Form) covenants with each other in the terms of section 196I of the *Conveyancing Act 1919*:

- (a) as if set out in full in this clause 1.5; and
- (b) with the intention that those parties are bound by contract in the same terms that are provided for in section 196I of the *Conveyancing Act 1919* whether or not section 196I applies to Barangaroo South.

1.6 Waiver by Registrar-General from the requirements of the *Strata Schemes (Leasehold Development) Act 1986*

Normally, if a stratum lot is to be subdivided by a strata plan, then pursuant to section 57A(1) of the *Strata Schemes (Leasehold Development) Act 1986*, the Registrar-General must not register such a strata plan unless the Registrar-General also registers a strata management statement for the building and site concerned.

The Developer has made an application for a waiver by the Minister under section 57A(2)(b) of the *Strata Schemes (Leasehold Development) Act 1986*

from the requirement to replace this management statement with a strata management statement on registration of such a strata plan, a copy of which is attached in Annexure A. The Registrar General has approved the waiver application subject to the conditions set out in the letters of approval attached in Annexure B. Those conditions include that this building management statement be registered by the Registrar General and therefore is subject to the provisions of Division 3B of Part 23 of the *Conveyancing Act 1919*.

Accordingly, the building management statement will continue to apply, is intended to operate and will benefit and bind Members (including Members which are Owners Corporations) after the registration of a Strata Plan in respect of a Stratum Lot.

1.7 Definitions

In this management statement, capitalised words are defined in clause 89 ("Definitions").

2 About Barangaroo South

2.1 What are the different components in Barangaroo South?

The Developer will construct and subdivide Barangaroo South in stages. At the date of registration of this management statement, the Developer intends Barangaroo South to contain a variety of commercial, residential, retail and ancillary components. A list (current as at the date of registration of this management statement) of the 25 components of Barangaroo South is contained in Schedule 7 ("Indicative list of the components of Barangaroo South").

2.2 Development in stages

The Developer's current intention is to develop and subdivide Barangaroo South in stages. The Developer may change the number and use of components, subject to this management statement.

2.3 Replacement management statements

As the development of Barangaroo South proceeds, it may be necessary to amend and/or replace this management statement with a new management statement. Members agree to amend and/or replace this management statement with a new management statement according to part 8 ("Development Works, subdivisions and replacement management statements"), and may be required to do this more than once.

2.4 Rights to construct and subdivide

The Developer's rights to carry out Development Works and to subdivide parts of Barangaroo South by Subdivision Plans are generally set out in part 8 ("Development Works, subdivisions and replacement management statements").

2.5 Development Period

At the date of registration of this management statement the structures comprising T2 are complete and a Ground Lease of T2 will shortly be granted by the Barangaroo Delivery Authority. The date of registration of this management statement marks the commencement of the Development Period for Barangaroo South for the purposes of this management statement.

The Development Period extends until the last stage of Barangaroo South is completed as required by the Barangaroo Stage 1 Project Development Agreement and the last Ground Lease of land within Barangaroo South which is to be granted by the Barangaroo Delivery Authority has been granted. The Developer agrees to serve a notice on the Committee confirming that the

Developer has completed all of its obligations under the Barangaroo Stage 1 Project Development Agreement within 10 Business Days of that event occurring.

2.6 Effect of the Development Period on this management statement

This management statement and the management structure for Barangaroo South reflect the arrangements that will continue to operate on completion of the Development Period when the intended components of Barangaroo South will be complete. There are transitional arrangements in the management statement for the Development Period about issues like:

- (a) subdividing lots within Barangaroo South; and
- (b) amending this management statement as required to progress and complete the development and subdivision of Barangaroo South; and
- (c) membership of the Committee and voting rights; and
- (d) budgets and Administrative Fund and Sinking Fund contributions; and
- (e) contributing to the costs of Shared Facilities.

2.7 The Developer may change the subdivision method in its discretion

- (a) The Developer's intention is that Barangaroo South, be subdivided as described in clause 2.1 ("What are the different components in Barangaroo South"). However, the Developer in its absolute discretion may select another method of subdivision for Barangaroo South including that this building management statement governs a smaller single structure or a smaller parcel of land within Barangaroo South (referred to in this clause as the **Selected Parcel**). The Developer may exercise this discretion as more particularly set out in part 8 ("Development Works, subdivisions and replacement management statements"), including changing the order and method of staging.
- (b) In the event of clause 2.7(a) being enlivened, the Developer must notify the Members, providing details of the other method of subdivision selected and copies of draft documents which are reasonably necessary to implement the other method of subdivision selected, including any amendments reasonably required to this management statement, including a definition of the lots which comprise the Selected Parcel.
- (c) This management statement shall be read with any appropriate changes necessary to give effect to the Developer's method of subdivision selected, including, where appropriate:
 - (i) references to Barangaroo South shall be amended, where appropriate to be restricted to the Selected Parcel; and
 - (ii) any amendments reasonably required to this management statement to reflect the Developer's alternative method of subdivision for Barangaroo South.

3 Barangaroo South management and operation

3.1 Part building schemes

Under the Subdivision Legislation, a building management committee manages a building with a building management statement. The members of a building management committee are the owners corporations of Strata Schemes in the

building (if any) and Owners of Stratum Lots (ie lots which have not been subdivided by Strata Plan) in the building. In this management statement, the building management committee is called the Committee.

3.2 Management structure

The Committee is responsible for operating and managing Barangaroo South on behalf of the Members. Each Member who is not an individual appoints a Representative to attend and vote for them at Meetings and Emergency Meetings of the Committee. See clause 22 ("Appointing a Representative and a Substitute Representative") for more information.

3.3 Who assists the Committee?

The Committee must appoint various persons to assist it to perform its functions. For example, the Committee must appoint:

(a) a Manager to assist in the management of Barangaroo South and to perform secretarial and financial functions; and

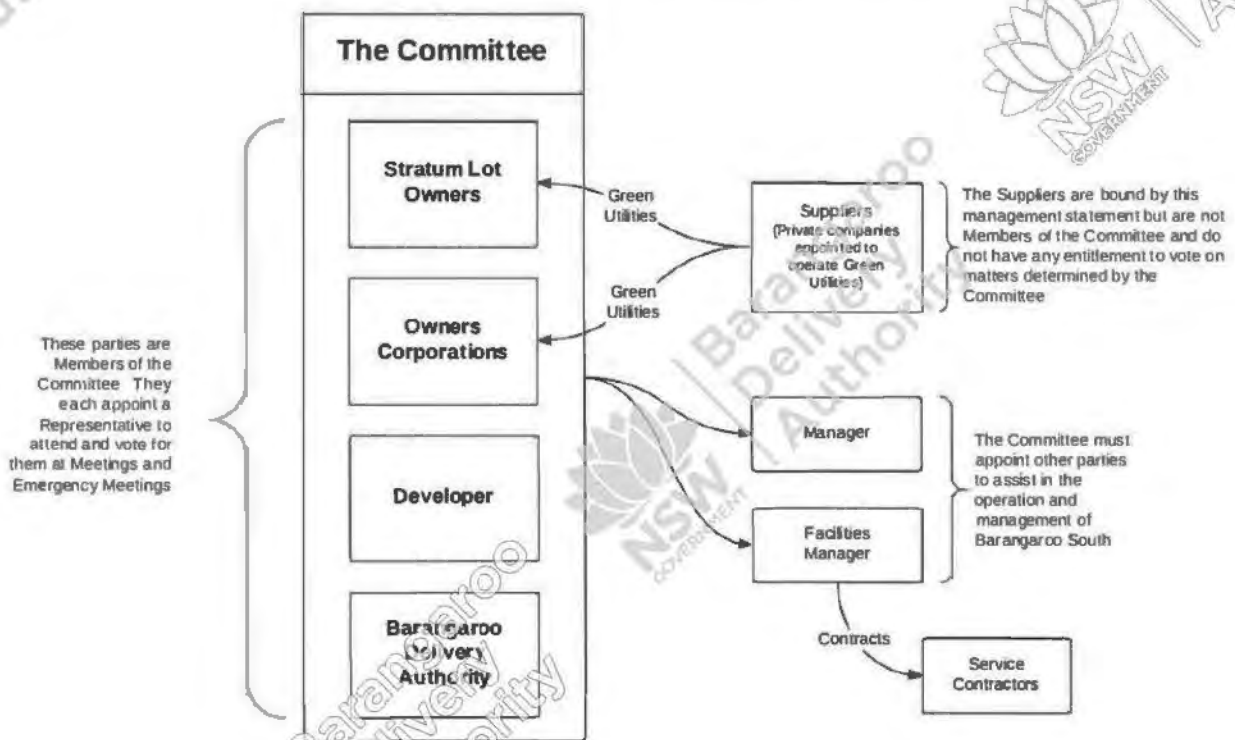
(b) a Facilities Manager to assist in the operation and maintenance of Shared Facilities.

The Committee may also (including through the Facilities Manager) enter into contracts with Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities.

The Committee's rights and obligations are explained in more detail in part 2 ("The Committee's rights and obligations").

3.4 Summary of management structure

In summary, the management structure for Barangaroo South looks like this:



4 The Barangaroo Delivery Authority and Lot Owner's leasehold interests

4.1 The Barangaroo Delivery Authority and leasehold land

The Barangaroo Delivery Authority owns the freehold title in all of the land in Barangaroo South.

4.2 The Barangaroo Stage 1 Project Development Agreement

The Barangaroo Delivery Authority and the Developer entered into the Barangaroo Stage 1 Project Development Agreement on 5 March 2010 with respect to the development of Barangaroo South.

4.3 Leasehold interests

Under the terms of the Barangaroo Stage 1 Project Development Agreement, the Barangaroo Delivery Authority will grant Ground Leases of Lots to persons nominated by the Developer. The holders from time to time of Ground Leases granted by the Barangaroo Delivery Authority pursuant to the Barangaroo Stage 1 Project Development Agreement are Owners.

It is intended that this management statement operate in many respects as if the Owners were the owners of freehold interests in the Lots, not leasehold owners. For instance, the Owners have status as Members of this building management statement. These arrangements are set out in further detail in this clause 4.

4.4 Stratum Lot leases

The Ground Lease for a Stratum Lot is between the owner of the leasehold interest in the Stratum Lot (as tenant) and the Barangaroo Delivery Authority (as landlord). The holder of that Ground Lease from time to time is an Owner and a Member.

4.5 Common Property Leases

The Ground Lease for a Lot which is Common Property is between the Owners Corporation for a Strata Scheme (as tenant) and the Barangaroo Delivery Authority (as landlord). The holder of that Common Property Ground Lease from time to time is an Owner and a Member.

4.6 Strata Lot leases

The Ground Lease for a Strata Lot is between the owner of the leasehold interest in the Strata Lot (as tenant) and the Barangaroo Delivery Authority (as landlord). The holder of that lease from time to time is not an Owner and is not a Member. The holders of the leasehold interest in the Strata Lot exercise their rights and have a say on the Committee through the Owners Corporation for their Strata Scheme.

4.7 Developer

Where no Ground Lease exists in respect of a Lot, the Owner in respect of that Lot is deemed to be the Developer.

4.8 Empowerment of Lot Owners by the Barangaroo Delivery Authority

The Barangaroo Delivery Authority delegates to each Owner other than the Developer, all powers, rights and authorities attaching to the Lot in respect of which the Owner holds a leasehold interest as if the Owner owned the freehold interest in that Lot subject only to the Barangaroo Delivery Authority Reserve Powers.

The Barangaroo Delivery Authority agrees to take any necessary steps required to give effect to the delegation of powers, rights and authorities under this clause 4.8, including signing and registering any amendment to this management statement which is properly authorised under it.

4.9 The Barangaroo Delivery Authority Reserve Powers

- (a) The Barangaroo Delivery Authority reserves the following powers, rights and authorities in respect of each Lot:
 - (i) to veto any Resolution which is inconsistent with any Ground Lease granted by it;
 - (ii) to veto any Resolution which is inconsistent with the Barangaroo Stage 4 Project Development Agreement, for so long as that document remains on foot;
 - (iii) to veto any Resolution which requires the Barangaroo Delivery Authority to contribute towards the cost of a Shared Facility or pay levies;
 - (iv) to veto any Resolution during a Non-GUS Period to use funds collected by the Committee in respect of Green Utility Services in a manner which is not for the benefit of the Members as a whole (other than as required pursuant to a payment obligation to any Supplier, Service Contractor or other third party); and
 - (v) to veto any Resolution to carry out major upgrades or replacements to a Green Utility Service during a Non-GUS Period to the extent such Resolution is inconsistent with the most recent Operation, Maintenance and Lifecycle Capital Replacement Report produced pursuant to clause 4.4 of the BMP. If the Barangaroo Delivery Authority purports to exercise its veto right pursuant to this clause 4.9(a)(v), the Barangaroo Delivery Authority must provide to the Committee its reasons as to why the Barangaroo Delivery Authority considers the Resolution is inconsistent with the most recent Operation, Maintenance and Lifecycle Capital Replacement Report produced pursuant to clause 4.4 of the BMP.
- (b) The Committee must, within 5 Business Days after a Resolution has passed, give written notice to the Barangaroo Delivery Authority of the Resolution.
- (c) The Barangaroo Delivery Authority must exercise the powers, rights and authorities granted in clause 4.9(a) in respect of a Resolution within 20 Business Days after receipt of a notice from the Committee that a relevant Resolution has been passed.
- (d) If the Barangaroo Delivery Authority does not exercise its power, right or authority under clause 4.9(a) in respect of a Resolution in accordance with clause 4.9(c) then the Barangaroo Delivery Authority's powers, rights or authorities under clause 4.9(a) are exhausted and no further power, right or authority arises in respect of that Resolution.
- (e) If the Barangaroo Delivery Authority exercises a right to veto a resolution under clause 4.9(a)(v), the Committee may, subject to the passing of an Ordinary Shared Facility Resolution, dispute the exercise of the right and clause 87 will apply. For the purposes of an Ordinary Shared Facility Resolution under this clause 4.9(e), paragraph (b) of the definition of Ordinary Shared Facility Resolution does not apply.

4.10 Role of the Barangaroo Delivery Authority as a Member

The powers, rights and authorities of the Barangaroo Delivery Authority as a Member are to:

- (a) attend meetings of the Committee; and
- (b) receive minutes, correspondence, agendas and other documents a member is entitled to; and
- (c) veto any Resolution which it is entitled to veto as a function of the Barangaroo Delivery Authority Reserve Powers.

4.11 Inconsistencies with this management statement

The Barangaroo Stage 1 Project Development Agreement, a Ground Lease and the Barangaroo Management Plan prevail to the extent of any inconsistency between any of them and this management statement.

Each Owner, the Developer and the Barangaroo Delivery Authority each agree with each other to comply with their respective obligations under:

- (a) the Barangaroo Stage 1 Project Development Agreement; and
- (b) a Ground Lease; and
- (c) the Barangaroo Management Plan.

4.12 Acknowledgement regarding Estate Levy

For the avoidance of doubt, the Committee does not have any right in determining how the Barangaroo Delivery Authority applies the 'Estate Levy' (which is paid pursuant to the Ground Leases granted by the Barangaroo Delivery Authority at Barangaroo South).

5 How does this management statement work?

5.1 How is this management statement set out?

There are ten parts in this management statement:

Part 1
Barangaroo South and
the building
management
statement

Part 1 explains the management structure of Barangaroo South and who must comply with this management statement.

Part 2
Rights and obligations
of the Committee

Part 2 explains the rights and obligations of the Committee. It contains information about the Committee and about appointing a Manager, Facilities Manager and Service Contractors to assist the Committee to perform its functions.

Part 3
Rights and obligations
of Members, Owners
and Occupiers

Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.

Part 4
Meeting procedures
and resolutions

Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorum requirements and the types of resolutions required for decisions of the Committee.

Part 5
Financial management

Part 5 explains the procedures for preparing budgets, financial statements and levying processes for contributions to meet costs under this management statement.

Part 6
Shared Facilities

Part 6 explains how Shared Facilities work and are paid for by Members. It contains important information about the operation of, and obligations in connection with, Shared Facilities.

Part 7
Green Utilities

Part 7 explains the operation of the Green Utilities and the potential for them to become Shared Facilities.

Part 8
Development Works,
subdivisions and
replacement
management
statements

Part 8 explains the rights of the Developer to carry out Development Works and the Developer's rights to subdivide the Residue Lots and/or carry out Leasing Activities. It also explains the requirements for approving Subdivision Plans and, if necessary, registering replacement management statements with Subdivision Plans.

Part 9
Miscellaneous

Part 9 explains the procedures for resolving Disputes and how to serve notices.

Part 10
Dictionary

Part 10 contains a dictionary and explains how to interpret this management statement.

5.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal. See clause 1.4 ("Statutory effect of a building management statement") and clause 1.5 ("Replication of section 196I") for more details.

5.3 How to amend this management statement

Subject to part 8 ("Development Works, subdivisions and replacement management statements"), the Committee may amend, add to or repeal all or parts of this management statement only by Unanimous Resolution.

The Barangaroo Delivery Authority agrees to sign and register any amendment to the management statement which is approved in accordance with this management statement.

6 Who must comply with this management statement?

6.1 General obligations

Persons who must comply with this management statement are the Members, Owners, Occupiers and the Barangaroo Delivery Authority (as the owner of the freehold title of the Barangaroo South land).

6.2 Obligations for Occupiers

If you are an Owner, you must:

- (a) use reasonable endeavours to include in any lease or other arrangement for the occupation of your Lot provisions requiring the Occupier to refrain from breaching this management statement; and
- (b) use your reasonable endeavours to ensure that the Occupier and their invitees refrain from breaching this management statement; and
- (c) take all action reasonably available to you, including action under the lease or other arrangement, to make the Occupier refrain from breaching this management statement or leave Barangaroo South.

6.3 Occupiers may exercise rights

If you are an owner, you may allow the Occupier of your Lot to exercise your rights under this management statement. However, you remain responsible to the Committee to comply with your obligations under the management statement.

6.4 Obligations for others

You must not:

- (a) do anything to prevent another person from complying with this management statement; or
- (b) allow another person to do anything which you cannot do under this management statement.

6.5 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and
- (b) make your visitors leave Barangaroo South if they do not refrain from breaching this management statement.

6.6 By-laws for Strata Schemes

- (a) If a Member is an Owners Corporation, the by-laws for the Strata Scheme must contain obligations with which Owners and Occupiers of Lots in that Strata Scheme must comply (in addition to this management statement).
- (b) Each Member that is an Owners Corporation (other than a Member that is the Owners Corporation for the Resort Building) agrees that the by-laws for the relevant Strata Scheme must contain a by-law that:
 - (i) prohibits each Owner and Occupier from letting their residential unit or apartment for a period of less than 1 month or as a serviced apartment, other than as a 'Permitted Serviced Apartment' (refer definition in clause 6.6(b)(iii));
 - (ii) may not be amended except by special resolution (as such term is defined in the Strata Management Act); and
 - (iii) for the purposes of the by-law, defines 'Permitted Serviced Apartment' as any serviced apartment facility or part thereof, where apartments, units or rooms are let out on a minimum period of not less than 1 month and which offer only minimal guest services.

Part 2

The Committee's rights and obligations

7 The Committee

7.1 Establishing the Committee

The Committee is deemed to have been established on registration of this management statement. The Members must always have a Committee.

7.2 Members of the Committee

Each Member is a member of the Committee.

7.3 Members of the Committee upon registration of this Management Statement

The Members of the Committee upon registration of this management statement

- (a) the T2 Owner;
- (b) the Developer as Owner in respect of each future Lot (each of which is currently an unsubdivided part of the Residue Lot);
- (c) the CCW Lot Owner;
- (d) the RW Lot Owner;
- (e) the EN Lot Owner;
- (f) the Bike Lot Owner;
- (g) the Developer; and
- (h) the Barangaroo Delivery Authority.

Neither the Stakeholder nor the Suppliers are Members of the Committee, whether during a GUS Period or a Non-GUS Period.

8 Rights and obligations

8.1 What are they?

In addition to its rights and obligations elsewhere in this management statement, the Committee is to:

- (a) exercise its rights according to, and comply with its obligations under, the Subdivision Legislation, this management statement, the Easements and the Development Consent; and
- (b) monitor Members' compliance with their obligations under the Easements and any obligations to make payments, prepare budgets or determine contributions under the Easements; and
- (c) comply with any requirements under Development Consents which apply to Barangaroo South including but not limited to any development

consent conditions which impose ongoing obligations to administer and maintain management plans or policies; and

- (d) make decisions about the matters in this management statement; and
- (e) convene and hold Meetings and Emergency Meetings; and
- (f) determine Administrative Fund contributions and Sinking Fund contributions to meet the Committee's costs; and
- (g) operate, maintain, renew and replace Shared Facilities; and
- (h) deal with and make decisions about Shared Facilities; and
- (i) effect insurances according to the Subdivision Legislation and this management statement; and
- (j) monitor the compliance by Members, Owners and Occupiers with their obligations under the Subdivision Legislation and this management statement; and
- (k) monitor the performance of the Manager; and
- (l) monitor the performance of the Facilities Manager; and
- (m) monitor the performance of Service Contractors; and
- (n) do everything else necessary to exercise its rights and comply with its obligations.

8.2 Obligations under the Development Consent

The Committee must comply with and not cause a breach of any relevant Development Consent.

8.3 How to make decisions

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting by Resolution, Unanimous Resolution or Shared Facility Resolution (as applicable in accordance with this management statement).

8.4 Power to contract and make appointments

The Committee may:

- (a) enter into contracts or other arrangements with Service Contractors, Manager, Facility Manager or other persons to assist the Committee to exercise its rights and comply with its obligations; and
- (b) appoint consultants and experts to advise and assist the Committee to exercise its rights and to comply with its obligations; and
- (c) appoint agents (for example, a Member, the Manager or the Facilities Manager) to enter into contracts or other arrangements on its behalf and on behalf of Members; and
- (d) terminate a contract or arrangement or the appointment of consultants, experts and other persons.

8.5 Making Rules

The Committee may by Special Resolution make Rules to facilitate the management, operation, maintenance and control of Barangaroo South. However:

- (a) when the Committee makes a Rule it must take into account the mixed use nature of Barangaroo South and the various components in Barangaroo South; and
 - (b) Rules must not conflict with this management statement, including the rights of the Developer under part 8 ("Development Works, subdivisions and replacement management statements"); and
 - (c) Rules must be reasonable and must not interfere with the reasonable enjoyment and use of a Lot by Owners and Occupiers; and
- Rules must include all reasonable requirements of the Developer as notified by the Developer to the Committee from time to time, including requirements relating to access, safety and operational liaison for Barangaroo South and as otherwise may be reasonably necessary to permit the Developer to exercise its rights and comply with its obligations under part 8 ("Development Works, subdivisions and replacement management statements").

8.6 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

8.7 Complying with Rules

Members, Owners and Occupiers must comply with Rules. Members and Owners must use reasonable endeavours to ensure that Occupiers of their Lots (or parts of their Lots) must comply with Rules.

8.8 Inconsistencies

This management statement prevails to the extent of any inconsistency between it and the Rules.

9 Officers of the Committee

9.1 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

9.2 Eligibility for election

To be eligible for election as an Officer, you must be a Representative of a Commercial Owner or (during the Development Period) of the Developer or a Substitute Representative of a Commercial Owner or (during the Development Period) of the Developer.

9.3 Appointment of Officers

The Committee must appoint its Officers within one month after this management statement is registered. The Committee:

- (a) may appoint you (if you are eligible for appointment) to hold the position of one or more Officers; and
- (b) may appoint new Officers at any time; and

- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

9.4 Vacating the position of an Officer

You vacate your position as an Officer if:

- (a) you cease to be a Representative or Substitute Representative of a Commercial Owner; or
- (b) the Committee dismisses you from your position; or
- (c) the Committee appoints a replacement Officer to fill your position; or
- (d) you are a Representative or a Substitute Representative of the Developer and the Developer is no longer a Member; or
- (e) you resign in writing from your position. You must notify the Committee of your resignation and the date from which it will become effective.

10 Functions of Officers

10.1 Exercising functions

An Officer must perform its functions according to this management statement, the Subdivision Legislation and the directions of the Committee.

10.2 The Secretary

In addition to the functions set out elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings; and
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and
- (c) serve notices for the Committee; and
- (d) answer communications sent to the Committee; and
- (e) perform administrative and secretarial functions for the Committee; and
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Subdivision Legislation; and
- (g) make the records of the Committee available for inspection according to clause 15 ("Inspecting the Committee's records").

10.3 The Treasurer

In addition to the functions set out elsewhere in this management statement, the Treasurer is to:

- (a) prepare budgets; and
- (b) prepare Outstanding Levy Certificates; and
- (c) prepare financial statements; and
- (d) prepare (or arrange for the preparation of) audit reports; and

- (e) send notices of Administrative Fund and Sinking Fund contributions to Members; and
- (f) collect contributions from Members; and
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

10.4 The Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Manager to preside at that meeting only.

11 Appointing a Manager

11.1 Purpose of the appointment

The Committee must appoint, and enter into agreements with, a Manager to assist the Committee perform its functions and, in particular, the functions of the Secretary and Treasurer.

11.2 Qualifications of the Manager

The Manager must have the licences required by law to be a strata managing agent.

11.3 Delegation of functions

Subject to clause 11.4 ("What functions may not be delegated?"), the Committee may delegate to the Manager some or all of the functions of the Committee and the Officers.

11.4 What functions may not be delegated?

The Committee may not delegate to the Manager:

- (a) this power of delegation; or
- (b) the right to determine Administrative Fund and Sinking Fund contributions; or
- (c) the right to determine matters which require a Resolution; or
- (d) any right or obligation which the Committee decides may be exercised or complied with only by the Committee.

11.5 Form of agreement

An agreement between the Committee and the Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.4(c) ("Power to contract and make appointments") and the Manager; and

- (b) allow the Committee and the Officers to continue to exercise the rights and comply with the obligations which the Committee has delegated to the Manager; and
- (c) contain provisions which entitle the Committee and the Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

11.6 Term of the appointment

The term of the initial agreement between the Committee and the Manager may be for a period determined by the Committee (acting reasonably), but in any event, should not exceed any maximum period allowed by law.

11.7 Remuneration

Subject to this clause 11, the remuneration and appointment of the Manager are on terms agreed by the Committee (acting reasonably). The Committee must use reasonable endeavours to ensure that the Manager is appointed on a competitive market basis having regard to the quality of the service.

11.8 Duties of the Manager

Subject to this clause 11, the duties of the Manager under an agreement may include, without limitation so long as permitted by law:

- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Committee agrees is necessary for the operation and management of Barangaroo South.

12 Appointing a Facilities Manager

12.1 Purpose of the appointment

The Committee must appoint, and enter into agreements with, a Facilities Manager to provide operational and management services including to assist the Committee perform its functions in relation to Shared Facilities, and any obligations imposed on the Committee under a Development Consent.

12.2 Form of agreement

An agreement between the Committee and a Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.4(c) ("Power to contract and make appointments") and the Facilities Manager; and
- (b) allow the Committee and the Officers to continue to exercise the rights and comply with the obligations which the committee has delegated to the Facilities Manager; and
- (c) contain provisions which entitle the Committee and Facilities Manager to terminate the agreement early if a party does not comply with or perform their obligations under the agreement.

12.3 Term of the appointment

The term of the initial agreement between the Committee and a Facilities Manager may be for a period determined by the Committee (acting reasonably), but should not exceed the maximum period allowed by law.

12.4 Remuneration

The remuneration and appointment of the Facilities Manager are to be on terms agreed by the Committee (acting reasonably). The Committee must use reasonable endeavours to ensure that the Facilities Manager is appointed on a competitive market basis having regard to the quality of the service.

12.5 Facilities Management Areas

The Facilities Management Areas are Shared Facilities. Under an agreement with a Facilities Manager, the Committee may grant the Facilities Manager exclusive use and possession of the Facilities Management Areas for use in conjunction with the duties of the Facilities Manager under the agreement. If this happens, you are not entitled to use the Facilities Management Areas.

12.6 Duties of the Facilities Manager

Subject to this clause 12, the duties of the Facilities Manager under an agreement may include, without limitation:

- (a) managing the maintenance, repair and replacement of Shared Facilities;
- (b) preparing and keeping current a short and long term maintenance, repair and replacement program for Shared Facilities;
- (c) preparing and keeping current an asset management plan for Shared Facilities;
- (d) performing an annual audit of Shared Facilities (which are readily accessible to the Facilities Manager);
- (e) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee;
- (f) where a licence, permit or other authorisation from a relevant Government Agency is required to be held for the operation of any Shared Facility, ensuring that the operator or other relevant person holds and retains that licence, permit or other authorisation; and
- (g) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Barangaroo South.

12.7 Act as agent

Under an agreement with the Facilities Manager, the Members must require that the Facilities Manager will, as and when required, act as their agent and:

- (a) negotiate contracts with Service Contractors, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and
- (b) enter into contracts with Service Contractors on behalf of Members.

13 Insurance requirements

13.1 Statutory and other required insurance

The Committee must effect and maintain building insurance for Barangaroo South in accordance with the Subdivision Legislation, which provides for the reinstatement and replacement of each Lot in Barangaroo South (including all improvements and Shared Facilities in that Lot), including the cost of removing rubbish and debris, and the fees of architects and other professional advisors. In addition, the Committee must effect and maintain:

- (a) machinery breakdown insurance for Shared Facilities plant and equipment that is not covered under warranty (except for plant and equipment solely used by one Member); and
- (b) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by law; and
- (c) any insurance required by law including (where relevant) workers compensation insurance; and
- (d) enough insurance cover to pay for increased costs during the period of insurance.

This clause 13.1 is subject to clause 24 ("Limitations that apply to the Barangaroo Delivery Authority and obligations under leases").

13.2 Insurers

All policies are to be placed with an insurer with a financial security rating of "A-" or better by Standard & Poor's (or the equivalent rating with another rating agency).

13.3 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

13.4 Proceeds of building insurance claims

The Committee must:

- (a) apply any payments it receives under the building policy for Barangaroo South to rebuild or reinstate the damaged areas of Barangaroo South in respect of which the payments are received; and
- (b) rebuild or reinstate the damaged part of Barangaroo South within a reasonable time.

See clause 31.3 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for Barangaroo South.

13.5 Members may obtain separate insurance

- (a) Subject to clauses 13.2 and 13.5(b), each Member may elect to maintain the insurance required by clause 13.1 for its Lot separately from the policy to be obtained by the Committee and exclude its Lot from the insurance maintained by the Committee, in which case the Member must comply with clauses 13.8 to 13.11 inclusive in relation to such insurance in place of the Committee.

(b) If a Member elects to obtain separate insurance for its respective Lot as provided for under clause 13.5(a),

(i) the Committee remains obliged to maintain the insurances required under clause 13.1 in respect of the Basement (regardless of which Member's Lot the Basement is within); and

(ii) each Member who has elected to obtain independent insurance under clause 13.5(a) must pay the increase in the premium paid by the Committee for the insurance it is required to maintain under clause 13.1 that occurs as a result of that Member obtaining its independent insurance; and

(iii) each Member who has elected to obtain independent insurance under clause 13.5(a) remains liable to contribute its proportion of the insurance premium which relates to the policies obtained by the Committee in accordance with clause 13.1 to the extent that:

(A) the insurance relates to the Basement; and

(B) the Committee is not able to exclude that Member's Lot from the insurance the Committee is required to obtain under clause 13.1, whether by law or by requirement of the Committee's preferred insurer.

(c) Any Member that elects to maintain separate insurance for their Lot must provide the Committee with a copy of the certificate of Insurance within 5 Business Days of written request by the Committee, which may be made on more than one occasion.

13.6 Valuations

The Committee must have Barangaroo South valued for insurance purposes at least every five years or an earlier period if prescribed by law. The valuation must be done by a qualified valuer or quantity surveyor who has:

(a) a minimum of five years' experience; and

(b) experience in valuing for insurance purposes buildings like those in Barangaroo South.

During the Development Period, the Committee must also have Barangaroo South valued for insurance purposes at completion of the structures erected on each Lot. The Developer must reimburse the Committee for the costs of those valuations.

13.7 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

13.8 Building sum insured

The Committee must insure Barangaroo South for the sum determined by the valuer or quantity surveyor under clause 13.6 (or a higher sum if determined by the Committee acting reasonably).

13.9 Regular review of insurances

Each year the Committee must:

(a) review its current insurance policies; and

- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

13.10 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee, Barangaroo South or Shared Facilities.

13.11 Insurance records

The Committee must provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

13.12 Other insurance

Nothing in this clause 13 precludes a Member from holding a separate insurance policy in addition to the insurances effected by the Committee.

13.13 Roads and Public Domain

The parties acknowledge and agree that the Roads and Public Domain do not comprise part of the building which is to be insured under this clause 13 and nothing in this clause 13 requires the Committee to effect or maintain insurance in relation to any Roads or Public Domain within Barangaroo South.

At the date of this statement, the Barangaroo Delivery Authority owns the Roads and Public Domain within Barangaroo South and is responsible for those areas.

14 Keeping records

14.1 Obligations of the Committee

The Committee must keep records according to this clause 14 relating to the exercise of its functions.

14.2 Which records must the Committee keep?

Records which the Committee must keep include:

- (a) an up-to-date copy of this management statement; and
- (b) its agreements with the Manager, Facilities Manager and Service Contractors; and
- (c) an up to date roll containing the names, addresses and other contact details for each Member, Representative and Substitute Representative; and
- (d) Appointment Forms and Membership Forms; and
- (e) notices and minutes of Meetings and Emergency Meetings; and
- (f) voting papers and Proxy Forms for Meetings and Emergency Meetings; and
- (g) financial statements; and
- (h) copies of Outstanding Levy Certificates; and

- (i) audit reports; and
- (j) budgets; and
- (k) notices served on the Committee; and
- (l) correspondence sent to and by the Committee; and
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
- (n) the Shared Facilities Register; and
- (o) the Shared Facilities Plan; and
- (p) a list of current Suppliers; and
- (q) copies of executed Acknowledgement Documents; and
- (r) all other records relating to the administration and operation of Barangaroo South by the Committee.

14.2 How long are records kept?

The Committee must keep copies of its records for at least seven years from the date of the record, or for such longer period as required by law.

15 Inspecting the Committee's records

15.1 Who is entitled to inspect the records?

You may inspect the Committee's records if you are a Member or an Owner (or a person authorised in writing by them).

15.2 What is the procedure?

The procedure for inspecting the records of the Committee is:

- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$30 for the first hour of the inspection and \$15 for each half hour after that (or any other amount the Strata Schemes Management Act specifies for the inspection of the records of an owners corporation).

15.3 Time for the inspection

The Secretary must allow an applicant to inspect the Committee's records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

15.4 Taking copies of records

The applicant may take extracts from or copy the records (at their cost). The applicant cannot remove the records unless the Secretary agrees.

16 Providing Outstanding Levy Certificates

16.1 Who may apply for a certificate?

You may apply to the Committee for an Outstanding Levy Certificate in respect of a Member if you are a Member or an Owner (or a person authorised in writing by them).

16.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$104 (or any other amount the Strata Schemes Management Act specifies for a certificate under section 109 of the Strata Schemes Management Act).

16.3 Information to be included in a certificate

The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 18 ("Committee's power to do work in an emergency"); and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

16.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

16.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Barangaroo South for valuable consideration.

17 Committee's power to gain access to Shared Facilities

17.1 General requirement

When the Committee exercises its rights to access parts of Barangaroo South, it must not interfere unreasonably with your lawful use of that area or the quiet enjoyment of the Occupiers.

17.2 What are the powers of the Committee?

Subject to this clause 17, the Committee has the power to gain access to your part of Barangaroo South in order to:

- (a) operate, test, use, maintain, repair or replace Shared Facilities (for example the integrated fire system for Barangaroo South or Fire Safety Devices); and

- (b) exercise its rights and comply with its obligations under this management statement.

17.3 Access requirements

To enable the Committee to exercise its rights under this clause 17 and subject to clause 17.4 ("Notice requirements"):

- (a) if you are an Owners Corporation, you must give the Committee access to your Common Property; and
- (b) if you are an Owner or Occupier, you must give the Committee access to your Lot,

by the most direct route or by the route nominated by the Committee (acting reasonably).

17.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Barangaroo South. However, in an emergency the Committee is not required to give you notice.

17.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of Barangaroo South under this clause 17.

17.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 17, the Committee must promptly rectify any damage it causes to your part of Barangaroo South and leave your part of Barangaroo South clean and tidy.

17.7 Sole user

If you are the sole user of a Shared Facility, you may exercise the rights and are bound by the obligations, of the Committee under this clause 17.

17.8 References to the Committee

In this clause 17, references to the Committee include persons authorised by the Committee, the Facilities Manager and Service Contractors appointed by the Committee or by the Facilities Manager.

18 Committee's power to do work in an emergency

18.1 Committee may do anything

In an emergency, the Committee may do anything in Barangaroo South which you should have done under this management statement but which, in the Committee's reasonable opinion, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause 18.

18.2 Entering parts of Barangaroo South

To exercise its rights under clause 18.1 ("Committee may do anything"), the Committee may enter your part of Barangaroo South and stay there for as long as necessary and do what is required to deal with the emergency.

18.3 What are your obligations?

If the Committee carries out work under clause 18.1 ("Committee may do anything"), you must pay its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred.

18.4 Damages

The Committee is not liable for damage arising out of exercising rights under clause 18.1 ("Committee may do anything") except for damage it causes maliciously or negligently.

18.5 Sole user

If you are the sole user of a Shared Facility you may exercise the rights, and are bound by the obligations of, the Committee under this clause 18.

18.6 References to the Committee

In this clause 18, references to the Committee include persons authorised by the Committee, the Facilities Manager and Service Contractors appointed by the Committee or by the Facilities Manager.

19 Committee's power to act on behalf of the Members

19.1 Acting as agent

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings if:

- (a) a Member does not pay Administrative Fund or Sinking Fund contributions; or
- (b) a Member does not comply with its obligations under this management statement; or
- (c) an Owner or an Occupier does not comply with their obligations under this management statement.

19.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by Resolution, Unanimous Resolution or Shared Facility Resolution (as applicable in accordance with this management).

19.3 Legal proceedings by a Member

This clause 19 does not prevent a Member from taking legal proceedings in its own name.

19.4 The Barangaroo Delivery Authority

This clause 19 is subject to clause 24 ("Limitations that apply to the Barangaroo Delivery Authority and obligations under leases").

20 Consents by the Committee

20.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

20.2 Conditional consent

The Committee may impose conditions if it gives you consent under this management statement.

20.3 Revoking consent

The Committee may revoke its consent if you do not comply with:

- (a) any conditions imposed under the Committee's consent; or
- (b) the clause of this management statement under which the Committee granted the consent,

or both.

Barangaroo South – Building Management Statement

Part 3

Rights and obligations of Members, Owners and Occupiers

21 What are the rights and obligations of Members?

21.1 General obligations

In addition to your obligations in the Subdivision Legislation and elsewhere in this management statement, if you are a Member you must:

- (a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and
- (b) promptly comply with your obligations under this management statement and the Subdivision Legislation; and
- (c) ensure, as far as is reasonable, that Barangaroo South is efficiently managed to a standard appropriate to its permitted uses; and
- (d) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this management statement; and
- (e) effect and maintain the insurances required by the Subdivision Legislation and this management statement; and
- (f) ensure the Committee is properly constituted; and
- (g) comply with decisions of the Committee; and
- (h) comply with Easements; and
- (i) make any payments you are required to make under the Easements; and
- (j) comply with Rules.

21.2 Voting rights

If you are a Member Entitled to Vote, you have the right to vote at Meetings and Emergency Meetings according to part 4 ("Meeting procedures and resolutions").

21.3 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must at your own cost:

- (a) maintain and keep in good repair the part of Barangaroo South over which you have a Ground Lease; and
- (b) maintain and keep in good repair the façade and other external finished fixtures or fittings in the part of Barangaroo South over which you have a Ground Lease; and

- (c) maintain, inspect and operate plant and equipment,
 - (i) owned by you; or
 - (ii) over which you have a leasehold interest; or
 - (iii) of which you are the sole user,

to a standard recommended by a manufacturer or the applicable Australian Standard.

21.4 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

21.5 Upgrading and redevelopment

If you are a Member, you acknowledge that, throughout the life of Barangaroo South, upgrading and redevelopment works may take place to Lots, Common Property and Shared Facilities (subject to obtaining consents from the Barangaroo Delivery Authority and Government Agencies). You agree to act reasonably and not unreasonably withhold your consent if a proposal is made to upgrade or redevelop parts of Barangaroo South.

21.6 Damages

If you are a Member you are liable for damage or loss you cause to any other Member or to an Owner or an Occupier if you do not comply with this management statement. However, your liability does not include damage or loss caused or contributed to by the other Member or the Owner or Occupier suffering the damage or loss.

22 Appointing a Representative and a Substitute Representative

22.1 Appointments generally

Subject to this clause 22, if you are a Member:

- (a) you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings; and
- (b) you may appoint a Substitute Representative to represent and vote for you at Meetings and Emergency Meetings if your Representative cannot attend; and
- (c) you may appoint new Representatives and Substitute Representatives at any time.

22.2 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

22.3 Appointment Form

You must complete and serve on the Committee an Appointment Form if:

- (a) you appoint a Representative or a new Representative; or
- (b) you appoint a Substitute Representative or a new Substitute Representative; or

- (c) the contact details for your Representative or Substitute Representative change.

22.4 When does an appointment become effective?

Your appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

22.5 Proxies

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

22.6 Acts by Representatives and Substitute Representatives

Anything done for you or on your behalf by your Representative or Substitute Representative has the same effect as if you did it.

23 Procedures when you become a Member or change your contact details

23.1 New Stratum Lots and Purchase of Ground Lease

- (a) If you are the Owner in respect of a Stratum Lot created by registration of a Subdivision Plan, you must complete a Membership Form and serve it on the Committee within five Business Days after registration of the Subdivision Plan. You become a Member from the date of registration of the Subdivision Plan.
- (b) If you purchase the Ground Lease of a Stratum Lot or if you are granted a Ground Lease of a Stratum Lot, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member. You become a Member on the date of the transfer to you or grant to you (as applicable) of the Ground Lease of the Stratum Lot.

23.2 Leasing a Stratum Lot

If you lease, sub lease, licence or otherwise become the occupier of your Stratum Lot (or part of it), you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease, sub lease, licence or other occupation right commences.

23.3 New Owners Corporations

If you are an Owners Corporation created by registration of a Strata Plan, you must complete a Membership Form and serve it on the Committee within five Business Days after registration of the Strata Plan. You become a Member from the date of registration of the Strata Plan for your Strata Scheme.

23.4 Changing parties to Service Contracts

Subject to clause 23.5 ("Obligations of Members"), to ensure that each current Member is a party to Service Contracts entered into by the Committee, before you:

- (a) transfer the Ground Lease of your Stratum Lot, you must procure the new Member for your Lot to become a party to all current Service Contracts from the date of the transfer; or

- (b) subdivide your Stratum Lot (or part of it) to create two or more Stratum Lots, you must procure the Owners in respect of the new Lots to become parties to all current Service Contracts from the date of registration of the Subdivision Plan; or
- (c) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the new Owners Corporation to become a party to all current Service Contracts within 2 months after expiry of the Initial Period of the Strata Scheme.

When you comply with your obligations under this clause 23.4, the Members release you from your obligations under the relevant Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date). If you fail to comply with your obligations under this clause 23.4, you are responsible for any liability, loss, claim or damages sustained by the other Members as a result of your non-compliance.

23.5 Obligations of Members

You must consent to the inclusion of a transferee's limitation of liability provision in a Service Contract substantially in the form of the relevant limitation of liability provisions in clauses 87 ("Trustee limitation of liability") and 88 ("Custodian limitation of liability") where a Member:

- (a) transfers its leasehold interest in a Stratum Lot to a transferee who acquires the leasehold interest in the Stratum Lot in its capacity as a trustee or custodian for a trust; or
- (b) subdivides a Stratum Lot and an Owner of a new Lot created upon that subdivision is a person acting in its capacity as a trustee or custodian for a trust.

23.6 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if:

- (a) you change your name, address, telephone or fax number; or
- (b) the Occupier of your Stratum Lot (or part of it) changes its name, address, telephone number or fax number.

24 Limitations that apply to the Barangaroo Delivery Authority and obligations under leases

24.1 Statutory discretion

Nothing in this management statement in any way restricts or otherwise fetters the statutory discretion of the Barangaroo Delivery Authority or the use of its statutory powers under the *Barangaroo Delivery Authority Act 2009*, the Subdivision Legislation or all other relevant Acts.

24.2 Application of management statement

You acknowledge that:

- (a) the Barangaroo Delivery Authority has been included in this management statement as a Member solely because it is the freehold owner of the Barangaroo South land; and

- (b) subject to clause 75, the Barangaroo Delivery Authority is not liable for the payment of any contributions towards the costs of Shared Facilities; and
- (c) subject to clause 75, the Barangaroo Delivery Authority is not required to comply with the provisions of part 5 ("Financial management") or:
 - (i) clause 21.6 ("Damages"), subject to clause 24.4 ("No liability under agreements"); or
 - (ii) clause 25 ("What are the obligations of Owners and Occupiers?"); or
 - (iii) clause 30 ("Rights of access"); or
 - (iv) clause 31 ("Obligations for insurance"); or
 - (v) clause 83 ("How to resolve Disputes"); or
 - (vi) clause 84 ("How to serve notices"); and
 clause 19 ("Committee's power to act on behalf of the Members") does not apply to the Barangaroo Delivery Authority; and
- (e) clause 20 ("Consents by the Committee") does not apply to the Barangaroo Delivery Authority.

24.3 Not required to be party to contracts

Despite anything else in this management statement, the Barangaroo Delivery Authority is not required to be a party to any agreement with the Facilities Manager or Manager or any other agreement or contract entered into by the Committee unless the Barangaroo Delivery Authority notifies the Committee in writing that it will be a party.

24.4 No liability under agreements

Despite anything else in this management statement, the Barangaroo Delivery Authority is not liable under an agreement or contract entered into by the Committee other than according to clause 21.6 ("Damages") and if the Barangaroo Delivery Authority is a party to the agreement or contract. The other Members agree (jointly and individually) to indemnify the Barangaroo Delivery Authority, and keep the Barangaroo Delivery Authority indemnified, against any liability in this regard.

24.5 Consents under leases

Nothing in this management statement gives a Member or an Owner consent to do anything which is prohibited or regulated by their lease with the Barangaroo Delivery Authority.

24.6 Acting as agent

Despite clause 19 ("Committee's power to act on behalf of the Members"), the Committee must not act as agent or take legal proceedings for the Barangaroo Delivery Authority without the Barangaroo Delivery Authority's written consent. the Barangaroo Delivery Authority may withhold consent in its absolute discretion.

24.7 Amending this clause

- (a) The Committee may amend clauses 4, 7.3, 13.1, 19.4, 21.5, this clause 24 (or part of it), 30.6, 41.2(b), 42.2(b), 42.3(b), 44.2(b), 45.2(b), 49.9,

51.3, 52.1, 66.4(b), 68(d) and 75 only by Unanimous Resolution and with the written consent of the Barangaroo Delivery Authority.

- (b) During the period of 2 years after the date of this management statement, the Committee may not amend this management statement, without the prior written consent of the Barangaroo Delivery Authority (which may not be unreasonably withheld), other than:
 - (i) to allow for any amendments to this management statement required as a result of any Member exercising its rights under clause 27; or
 - (ii) in accordance with clause 79.
- (c) Within 20 Business Days of receiving a notice from the Committee requesting the Barangaroo Delivery Authority's consent to amendments to the management statement pursuant to this clause 24.7(b), the Barangaroo Delivery Authority must:
 - (i) give notice to the Committee of whether it grants or refuses its consent to the proposed amendments to this management statement; and
 - (ii) provide its reasons for not agreeing to any of the proposed amendments.

25 What are the obligations of Owners and Occupiers?

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must at your cost:

- (a) promptly comply with your obligations under this management statement and the Subdivision Legislation; and
- (b) comply with all laws relating to your Lot and the use of your Lot; and
- (c) comply with decisions of the Committee; and
- (d) comply with Easements; and
- (e) comply with Rules.

26 Obligations of Owners relating to maintenance, repair and structural adequacy

26.1 Owner responsible for own Lot

Each Owner must

- (a) properly maintain and keep in a state of good and serviceable repair that part of the building within that Owner's Lot (although the Members agree that this clause 26.1(a) does not apply to the Owner of a Strata Lot);
- (b) except for the Shared Facilities which are the responsibility of the Committee under this management statement, maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Owner's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly

inspected, maintained, repaired and kept in a sound structural and fully operational and working condition (although the Members agree that this clause 26.1(a) does not apply to the Owner of a Strata Lot);

- (c) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Facilities (although the Members agree that this clause 26.1(a) does not apply to the Owner of a Strata Lot); and
- (d) allow the other Owners at reasonable times on reasonable notice to enter an Owner's Lot so as to access items within their own Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that Lot or another Lot pursuant to any easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

26.2 Failure of Owner to carry out its obligations

- (a) If the Owner does not carry out its obligations under clause 26.1 ("Owner responsible for own Lot") then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 26.1, including:

- (i) carrying out work on the Owner's Lot to do anything the Owner has failed to do under clause 26.1;
- (ii) enter the Owner's Lot with or without tools and equipment and remain there for the period of time for that purpose.

- (b) In exercising its rights under this clause, the Committee must:

- (i) ensure that all work is done properly;
- (ii) cause as little interference as practical to any Occupier;
- (iii) cause as little damage as possible to the Owner's Lot and any improvements on it; and
- (iv) if damage (being damage arising because the Owner has not complied with clause 26.1) is caused, restore the Owner's Lot as nearly as practicable to the condition it was in before the damage occurred.

- (c) Except where urgent work is required, the Committee must:

- (i) before exercising its rights under clause 26.2(a), by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation; and
- (ii) give the Owner reasonable notice of intention to enter the Owner's Lot.

26.3 What are your obligations?

If the Committee carries out work to a Lot under clause 26.2 ("Failure of Owner to carry out its obligations"), the Owner of the Lot must pay the Committee's reasonable costs for carrying out the work that Owner should have carried out. The Committee must give that Owner the information the Owner reasonably requires about the costs the Committee has incurred.

27 Obligations relating to upgrading and redevelopment

27.1 Members' acknowledgment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this management statement, Barangaroo South will require upgrading from time to time, and the site may need to be redeveloped.
- (b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of the Council, any other Government Agency, this management statement and the Easements.

27.2 Members' rights

Subject to clause 27.7, each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop the Stratum Lot that it owns, subject to any requirements of the Council, any other Government Agency, this management statement and the Easements.

27.3 Members to meet

The Members must, at intervals of not less than five years commencing on the date of this management statement, convene a meeting of the Committee to discuss the state of Barangaroo South. If the Committee by Unanimous Resolution decides to carry out upgrading or redevelopment of Barangaroo South, it will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

27.4 Plan preparation

The Secretary must, if requested by the Committee, prepare detailed plans for the upgrading or redevelopment works including costings and funding arrangements, and submit the plan to the Members for their consideration.

27.5 Consideration of plan

Within 30 Business Days after the Secretary submits the plan to each Member, the Committee must meet to consider the plan and to decide if the plan will be implemented.

27.6 Effecting works

If the Committee resolves by Unanimous Resolution under clause 27.5 ("Consideration of plan"), the Secretary must obtain any approvals required by the Council and other Government Agencies for undertaking and completing the upgrading or redevelopment works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

27.7 Strata Subdivision

No Owner (including the Developer) may subdivide or permit its Stratum Lot to be subdivided by a Strata Plan in a manner that voids or does not comply with the conditions applicable to the Waiver.

28 Additional obligations for Owners Corporations

28.1 Notices of meetings

Each Member which is an Owners Corporation must give the other Members notices of its general meetings and meetings of its executive committee if the

business of the meeting involves this management statement or the other Members. The Member must give the notice at least 72 hours before the meeting is scheduled to commence.

28.2 Attendance at meetings

Each Member which is an Owners Corporation must allow the Representatives or Substitute Representatives of the other Members to:

- (a) attend its general meetings and meetings of its executive committee if the business of the meeting involves this management statement or another Member; and
- (b) address general meetings and meetings of its executive committee in regard to matters affecting this management statement or the other Members.

28.3 By-laws

A Member which is an Owners Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the Member must amend the inconsistent by-law to make it consistent with this management statement.

29 Carrying out works

29.1 Effect of this clause

This clause 29 does not affect the rights of the Developer under part 8 ("Development Works, subdivisions and replacement management statements").

29.2 What are your rights?

You may carry out works in your Stratum Lot without consent from the Committee if the works do not affect Shared Facilities and you obtain all necessary consents (including consents from Government Agencies) and provide copies of the consents to the Committee before you commence the works.

29.3 Works affecting Shared Facilities

You must obtain consent from the Committee before you carry out any works which affect (or may affect) Shared Facilities (including the installation of signage on Shared Facilities, for example, the Carpark Accessway). The Committee may refuse consent if:

- (a) the proposed works detrimentally and substantially affect (or may detrimentally and substantially affect) the use of Shared Facilities by another Member; or
- (b) the proposed works will increase the costs which a Member must contribute towards Shared Facilities.

Clause 57 ("Changing and adding to Shared Facilities") applies.

29.4 Consenting to applications

Subject to this clause 29, you must not unreasonably withhold your consent to an application by a Member to a Government Agency to carry out works.

29.5 Developer's rights

The Developer's rights to carry out Development Works and Selling Activities are explained in Part 8 ("Development Works, subdivisions and replacement management statements").

30 Rights of access

30.1 Effects of this clause

This clause 30 does not affect the rights of the Developer to carry out Development Works according to part 8 ("Development Works, subdivisions and replacement management statements")

30.2 General requirement

When a Member, Owner or Occupier exercises its rights to access parts of Barangaroo South, it must not interfere unreasonably with your lawful use of that area.

30.3 Access in an emergency

In an emergency you must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Barangaroo South necessary to exit Barangaroo South.

30.4 Access to Shared Facilities by the Committee

You must give the Committee access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of Barangaroo South by the most direct route or by the route nominated by the Committee (acting reasonably). Clauses 17 ("Committee's power to gain access to Shared Facilities") and 18 ("Committee's power to do work in an emergency") apply.

30.5 Access to Shared Facilities by Members, Owners and Occupiers

- (a) You must give Members, Owners and Occupiers access to use Shared Facilities located in your part of Barangaroo South:
 - (i) by the most direct route or by the route nominated by the Committee acting reasonably; and
 - (ii) during the hours specified by this management statement or, if no time is specified, at all times.
- (b) To the extent reasonably necessary, you must allow Members, Owners and Occupiers access across your Lot so that they may access Shared Facilities located in other Owners' Lots in Barangaroo South.
- (c) If a Member has the benefit of an easement which permits that Member to access the Shared Facilities located in another Owner's Lot, that Member and Owners and Occupiers must access the Shared Facilities on the terms and within the site of that easement.

30.6 Paying costs

You must pay all of your costs associated with gaining access to parts of Barangaroo South (unless the Committee is required to pay those costs under this management statement). This clause 30.6 does not apply to the Barangaroo Delivery Authority in its capacity of the owner of the freehold interest in the Barangaroo South land (subject to clause 75).

30.7 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Barangaroo South clean and tidy when you exercise your rights of access.

30.8 Developer's rights

The Developer's rights to gain access to your part of Barangaroo South to carry out Development Works and Selling Activities are explained in Part 8 ("Development Works, subdivisions and replacement management statements").

31 Obligations for insurance

31.1 Actions that may increase premiums

You must not do anything which might void or prejudice insurances effected by the Committee or Subject to clause 13.5, increase an insurance premium payable by the Committee, unless you first obtain consent from the Committee.

31.2 Paying for additional premiums

If you do anything which results in an increase in any insurance premium payable by the Committee, you must pay or reimburse the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

31.3 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building insurance policy effected by the Committee under clause 13.1 ("Statutory and other required insurance") or a building insurance policy effected by you under clause 13.5 ("Members may obtain separate insurance") to rebuild or reinstate the damaged areas of your part of Barangaroo South; and
- (b) rebuild or reinstate your part of Barangaroo South within a reasonable time.

32 Fire safety and protection

32.1 What are your obligations?

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention; and
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Lot.

32.2 Keeping flammable materials

You may keep flammable materials in your Lot only if you use them in connection with the lawful use of your Lot and keep them in reasonable quantities according to the guidelines of Government Agencies.

32.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices; or
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Barangaroo South; or

- (c) keep flammable materials on a Shared Facility or, if you are an Owners Corporation, on Common Property, unless that material is necessary for the operation of the Common Property or Shared Facility.

33 Step In Rights – Commercial Owner

33.1 Step In Rights

If a Commercial Owner has the reasonable expectation that it will suffer material financial loss (for example a rent abatement provision under a sub lease or lease) directly arising from the Committee being in breach of its obligations under this management statement to repair and maintain a Shared Facility, then a Commercial Owner (or its authorised representatives) may step in and repair or maintain the Shared Facility on behalf of the Committee, provided the Commercial Owner has given the Committee 2 Business Days' notice of its intention to do so and the Committee has failed within that period to then take reasonable steps to remedy its breach.

33.2 Cost recovery

A Commercial Owner can recover from the Committee the reasonable costs it incurs in repairing or maintaining the Shared Facility under clause 33.1.

33.3 Access rights

- (a) A Commercial Owner (or its authorised representatives) who exercises the rights granted under clause 33.1 has the right to access the Shared Facility and carry out repair and maintenance as required on the terms of clause 17 as if references to the "Committee" are references to "the Commercial Owner".
- (b) In exercising its rights under this clause, the Commercial Owner must:
- (i) ensure that all work is done properly;
 - (ii) cause as little interference as is reasonably practicable to any Occupier; and
 - (iii) cause as little damage as is reasonably possible to the relevant Owner's Lot and any improvements on it.

Barangaroo South – Building Management Statement

Part 4

Meeting procedures and resolutions

34 Meetings of the Committee

34.1 Types of meetings

The two types of meetings of the Committee are Meetings and Emergency Meetings.

34.2 Meetings

The Committee must convene a Meeting at least every six months (starting from the date which is six months after the first meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Manager decides it is necessary to have a Meeting (if the Committee has delegated that function to the Manager); or
- (c) a Member makes a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

At a Meeting, the Committee may deal with matters which require a Resolution, Shared Facilities Resolution or Unanimous Resolution.

34.3 Emergency Meetings

The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter that must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, it is impractical to wait the required notice period for a Meeting.

At an Emergency Meeting, the Committee may deal only with matters which require a Resolution.

34.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened in accordance with clause 34.2 by:

- (a) the Secretary or another Officer if the Secretary is absent or unable to convene the meeting; or
- (b) the Manager (if the Committee has delegated that function to the Manager).

35 Notices and agendas for meetings

35.1 Information to be included in the notice

Each Member must be notified of any Meeting and, to the extent practicable, any Emergency Meeting. The notice must include the time, date and venue of the meeting and an agenda for the meeting.

35.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions, Unanimous Resolutions or Shared Facility Resolution for the matters to be dealt with at the Meeting; and
- (b) identify which motions require Resolutions, Unanimous Resolutions and Shared Facility Resolution; and
- (c) include motions that any Member or Owner has requested the Committee in writing to include on the agenda for the next Meeting; and
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

35.3 No voting on matters not on the agenda

The Committee cannot vote on matters that are not on the agenda for a Meeting.

35.4 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must include:

- (a) details of the emergency and the actions proposed to be taken to deal with it; and
- (b) include the terms of the motions for Resolutions to take those actions.

35.5 Information to be included in the notice of a Meeting to consider levy contributions

If a Meeting is convened to determine Administrative Fund contributions or Sinking Fund contributions, the following items must be included with the notice of the Meeting:

- (a) the budget prepared by the Committee; and
- (b) the current audit report prepared by the Committee according to clause 50 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the Committee according to clause 50 ("Preparing financial statements").

36 How to give notice of a meeting

36.1 How much notice is required for a Meeting?

A notice of a Meeting under clause 35.1 must be given not later than the date that is the greater of the following periods before the proposed date for the Meeting:

- (a) fifteen Business Days; and
- (b) 5 Business Days in addition to any minimum notice period required for an extraordinary general meeting of an owners corporation to be called under the *Strata Schemes Management Act 1996* (NSW) or such other legislation that replaces that Act from time to time (but only where such minimum notice period is greater than ten Business Days).

36.2 How to serve notice of a Meeting

A notice for a Meeting must be served by 2 of the following methods:

- (a) delivering it personally to the Member; or
- (b) sending it by post to the Current Address of the Member; or
- (c) sending it by fax to the Current Fax Number of the Member; or
- (d) sending it electronically to the Current Email of the Member.

36.3 Giving notice of an Emergency Meeting

In the case of an Emergency Meeting, the person authorised to convene the Emergency Meeting under clause 34.3 ("Emergency Meetings") or 34.4 ("Who convenes meetings?") must:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by the convenor in the circumstances (for example, by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by the convenor in the circumstances, having regard to the nature of the emergency.

36.4 How to serve notice of an Emergency Meeting

A notice for an Emergency Meeting must be served by:

- (a) delivering it personally to the Member's Representative or Substitute Representative; or
- (b) contacting the Representative or Substitute Representative of the Member by telephone and reading them the notice for the Emergency Meeting (which does not include the leaving of voicemail messages containing the notice on the Representative's or Substitute Representative's telephone); or
- (c) a combination of the above methods.

Subject to the Committee taking reasonable steps to locate the Member's Representative and Substitute Representative, if a Member's Representative or Substitute Representative is unavailable or unable to be located within 24 hours of the person first attempting to locate the Member's Representative or Substitute Representative, then that Member is not entitled to object to any Emergency Meeting on the basis that they were not notified of the Emergency Meeting.

36.5 Notice of Meeting relating to a Unanimous Shared Facility Resolution

A notice of a Meeting which includes a motion to pass a:

- (a) Unanimous Shared Facility Resolution to add a Shared Facility; or

- (b) Special Shared Facility Resolution to upgrade or replace a Shared Facility,

must:

- (c) contain reasonable details of the proposed additional or upgraded Shared Facility; and
- (d) require each Member to give notice to the Committee prior to the Meeting in writing if it intends to use the proposed additional or upgraded Shared Facility.

37 Procedures for holding meetings

37.1 Conducting a Meeting or Emergency Meeting

Subject to this management statement, the Committee may meet to conduct its business and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

37.2 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least 25% of Members Entitled to Vote (which must be at least 2 in number) in respect of any Resolution to be considered at the Meeting or an Emergency Meeting; and
- (b) during the Development Period, in respect of any Meeting or an Emergency Meeting to consider a Resolution in respect of which the Developer is entitled to exercise its rights under part 8 ("Development Works, subdivisions and management statements"), the Representative or Substitute Representative of the Developer.

37.3 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

37.4 Notice of adjourned meetings

If a Meeting or Emergency Meeting is adjourned, the Secretary must give notice of the adjourned Meeting or Emergency Meeting to each Member and the Developer if within the Development Period at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

37.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or adjourned Emergency Meeting is either:

- (a) the Representatives or Substitute Representatives of at least two Members Entitled to Vote in respect of each matter to be considered at that Emergency Meeting; or
- (b) the Representatives or Substitute Representatives of any Member Entitled to Vote in respect of each matter to be considered at that Emergency Meeting who is present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

37.6 Determining a quorum

In determining whether there is a quorum under this clause 37, a person who is present at the Meeting or Emergency Meeting and entitled to vote as a Representative, Substitute Representative or a proxy must be counted.

37.7 Attendance at a Meeting

An Owner may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

37.8 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives for Members Entitled to Vote may vote in writing if the person who convenes the Meeting:

- (a) serves notice of the Meeting according to this management statement; and
- (b) gives each Member a voting paper with the notice for the Meeting; and
- (c) receives the completed voting papers signed by the required Members or number of Members before the Meeting is due to commence.

37.9 How to cast a vote at an Emergency Meeting

A Member, or Representative or Substitute Representative (as applicable) may cast a vote at an Emergency Meeting to the person who convened the meeting:

- (a) by telephone; or
- (b) personally; or
- (c) by post to the Current Address of the person; or
- (d) by fax to the Current Fax Number of the person; or
- (e) by email to the Current Email of the person.

37.10 Minutes of meetings

If a Meeting or an Emergency Meeting is convened, the Secretary must distribute minutes of the meeting to all Members within ten Business Days after it is held.

38 Voting rights of Members

38.1 Voting rights of Members

You are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative or their proxy may cast your vote.

38.2 How many votes does each Member have?

Subject to this clause 38, each Member Entitled to Vote has the number of votes at a Meeting or an Emergency Meeting in accordance with the following formula:

- (a) for each matter requiring a Resolution that relates to an existing Shared Facility, the Member's proportionate Vote will be equal to the proportion of the Member's liability for contribution to the Administrative Fund in respect of that Shared Facility; and

- (b) subject to clause 38.2(c), for each other matter requiring a Resolution, in accordance with the following formula:

$$\frac{A}{B} \times 10,000 = C$$

Where:

A is

(A) the Gross Floor Area of the Member's Lot; or

(B) the Gross Floor Area of the Strata Scheme if the Member is an Owners Corporation; and

C is in respect of a Green Utility Lot, nil;

B is the aggregate of the Gross Floor Area of all Members' Lots in Barangaroo South but excluding the Green Utility Lots.

C is the number of votes for that Member rounded to the nearest whole number (the Owner of each Green Utility Lot does not have a right to vote in respect of the Green Utility Lot.)

The Developer must advise the Committee of the Gross Floor Area of each Lot on or promptly after registration of any plan of subdivision creating or altering the boundaries of a Stratum Lot and of each Strata Scheme promptly following registration of a Strata Plan;

- (c) in respect of each matter that:

- (i) relates to a proposed additional Shared Facility (either a decision described in clause 57.4 or clause 57.5); and
- (ii) does not require a Unanimous Shared Facility Resolution;

the Member's proportionate Vote will be calculated as follows:

- (A) in accordance with clause 38.2(a), unless clause 38.2(c)(ii)(B) applies; or
- (B) if the method for apportioning contributions for the Shared Facility is able to be metered or measured, in accordance with clause 38.2(b)

38.3 Estimate of Voting proportions

If, during:

- (a) the first Financial Year under the BMS; or
- (b) each Financial Year during the Development Period in which a new stage of Barangaroo South is completed and included as a Lot the subject of this BMS,

there is a lack of empirical data with which to calculate the number of each Member's Votes in accordance with clause 38.2:

- (c) the number of each Member's Votes will be calculated by the Committee in accordance with clause 38.2 based on a reasonable

estimate of the relevant method for calculating each Member's Votes;
and

- (d) if the Committee, under clause 38.3(c), is not able to agree the calculation of each Member's Votes, the calculation will be undertaken by the Facilities Manager and deemed accepted by the Committee.

38.4 Developer

Part 8 ("Development Works, subdivisions and replacement management statements") sets out the Developer's right to vote during the Development Period.

38.5 Alterations to Votes on subdivision of a Stratum Lot

If a Stratum Lot is subdivided into two or more Stratum Lots in accordance with part 8 ("Development Works, subdivisions and replacement management statements"), the votes allocated to the subdivided Stratum Lot are to be divided between the new Stratum Lots created on subdivision of the Stratum Lot in the manner agreed between the Owners of the new Stratum Lots and notified to the Committee.

38.6 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote; and
- (b) the Manager does not have a vote unless it is a Representative or a Substitute Representative (or their duly appointed proxy); and
- (c) the Facilities Manager does not have a vote unless it is a Representative or a Substitute Representative (in their duly appointed proxy).

38.7 Instructions by a Member

The Committee is entitled to assume that a Representative or Substitute Representative has complied with any instructions given by the Member who appointed them (or by the executive committee of that Member).

38.8 Instructions by an Owners Corporation

- (a) An Owners Corporation may appoint a Representative or Substitute Representative by proxy and the provisions of the Strata Schemes Management Act apply to the proxy instrument.
- (b) If, following receipt of a notice of Meeting or Emergency Meeting:
 - (i) a Member which is an Owners Corporation does not convene a meeting of the Owners Corporation or a meeting of the executive committee to determine how to Vote on a Resolution; and
 - (ii) as a result of a meeting referred to in clause 38.8(b)(i) not being convened, the Member is not able to Vote on a relevant Resolution,

then that Member will be deemed not to be a Member Entitled to Vote on the relevant Resolution.

39 Appointing a proxy

39.1 Who may appoint a proxy?

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 22.5 ("Proxies").

39.2 Who may be a proxy?

A proxy must be a natural person.

39.3 How to appoint

Subject to this clause 39, you may appoint a proxy at any time provided that:

- (a) you make the appointment on a Proxy Form; and
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

39.4 Instructions about voting

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

39.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you (or your Representative or Substitute Representative) cast a vote.

40 Ordinary Resolutions at Meetings and Emergency Meetings

40.1 Who may vote on an Ordinary Resolution?

You are entitled to vote on an Ordinary Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 89 ("Definitions").

40.2 When is an Ordinary Resolution passed?

An Ordinary Resolution is decided according to the majority of votes for or against the motion.

40.3 Matters requiring Ordinary Resolutions

The matters which the Committee may determine by Ordinary Resolution are those matters which do not require a Shared Facility Resolution, Special Resolution or a Unanimous Resolution, including:

- (a) appointing or terminating the appointment of a Manager, Facilities Manager or Service Contractor (or an agent of the Committee);
- (b) effecting insurances;
- (c) approving budgets;

- (d) establishing the Administrative Fund and determining contributions for that fund; and
- (e) establishing the Sinking Fund and determining contributions for that fund.

40.4 Ordinary Resolutions not to contravene any law

Any decision of the Committee made by Ordinary Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

41 Special Resolutions at Meetings

41.1 Who may vote on a Special Resolution?

You are entitled to vote on a Special Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 89 ("Definitions").

41.2 When is a Special Resolution passed?

A motion which requires a Special Resolution is passed if:

- (a) not more than one quarter in value of votes is cast against the motion by Members Entitled to Vote; and
- (b) if the resolution comprises a the Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

41.3 Matters requiring Special Resolutions

Subject to the obligations of Members under part 8 ("Development Works, subdivisions and replacement management statements"), the Committee may make rules by Special Resolution (see clause 8.5 ("Making Rules")).

41.4 Special Resolutions not to contravene any law

Any decision of the Committee made by Special Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

42 Unanimous Resolutions at Meetings

42.1 Who may vote on a Unanimous Resolution?

You are entitled to vote on a Unanimous Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 89 ("Definitions").

42.2 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if:

- (a) no Member Entitled to Vote votes against the motion; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the Resolution.

42.3 Matters requiring Unanimous Resolutions

Subject to the obligations of Members under part 8 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine only by Unanimous Resolution are:

- (a) amending, adding to or repealing all or part of this management statement (including schedules to this management statement); and
- (b) subject to clause 24.7 ("Amending this clause"), amending clause 24 ("Limitations that apply to the Barangaroo Delivery Authority and obligations under leases"); and
- (c) repaying surplus Administrative Funds or Sinking Funds according to clause 54 ("Dealing with surplus funds"); and
- (d) any other matters which, according to this management statement, the Committee must decide by Unanimous Resolution.

42.4 Unanimous Resolutions not to contravene any law

Any decision of the Committee made by Unanimous Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

43 Ordinary Shared Facility Resolutions at Meetings

43.1 Who may vote on an Ordinary Shared Facility Resolution?

You are entitled to vote on an Ordinary Shared Facility Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 89 ("Definitions").

43.2 When is an Ordinary Shared Facility Resolution passed?

An Ordinary Shared Facility Resolution is decided according to the majority of votes for or against the motion.

43.3 Matters decided by Ordinary Shared Facility Resolution

Subject to the obligations of Members under part 8 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine by Ordinary Shared Facility Resolution are those matters set out in clause 57.5 ("Decisions regarding Shared Facilities – Ordinary Shared Facility Resolution").

43.4 Ordinary Shared Facility Resolutions not to contravene any law

Any decision of the Committee made by Ordinary Shared Facility Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

44 Special Shared Facility Resolutions at Meetings

44.1 Who may vote on a Special Shared Facility Resolution?

You are entitled to vote on a Special Shared Facility Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 89 ("Definitions").

44.2 When is a Special Shared Facility Resolution passed?

A motion in relation to a Shared Facility which requires a Special Shared Facility Resolution is passed at a Meeting if:

- (a) not more than one quarter value of votes is cast against the motion by Members Entitled to Vote; and

- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

44.3 Matters decided by Special Shared Facility Resolution

Subject to the obligations of Members under part 8 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine by Special Shared Facility Resolution are those matters set out in clause 57.4 ("Decisions regarding Shared Facilities – Special Shared Facility Resolution").

44.4 Special Shared Facility Resolutions not to contravene any law

Any decision of the Committee made by Special Shared Facility Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

45 Unanimous Shared Facility Resolutions at Meetings

45.1 Who may vote on a Unanimous Shared Facility Resolution?

You are entitled to vote on a Unanimous Shared Facility Resolution if you are a Member Entitled to Vote. See the definition of Member Entitled to Vote in clause 39 ("Definitions").

45.2 When is a Unanimous Shared Facility Resolution passed?

A motion in relation to a Shared Facility which requires a Unanimous Shared Facility Resolution is passed at a Meeting if:

- (a) no Member Entitled to Vote votes against the motion; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the Resolution.

45.3 Matters decided by Unanimous Shared Facility Resolution

Subject to the obligations of Members under part 8 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine by Unanimous Shared Facility Resolution are those matters set out in clause 57.3 ("Decisions regarding Shared Facilities – Unanimous Shared Facility Resolution").

45.4 Unanimous Shared Facility Resolutions not to contravene any law

Any decision of the Committee made by Unanimous Shared Facility Resolution is deemed void and of no effect to the extent it is in contravention of any applicable law (including the Subdivision Legislation).

Barangaroo South – Building Management Statement

Part 5 Financial management

46 What funds must the Committee establish?

46.1 Administrative Fund

The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day-to-day expenses of operating and maintaining Shared Facilities insurance costs, administrative costs and other costs which are not Sinking Fund costs.

46.2 Sinking Fund

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

46.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions; and
- (b) payments the Committee receives for inspections of its records under clause 15 ("Inspecting the Committee's records"); and
- (c) payments the Committee receives for providing Outstanding Levy Certificates; and
- (d) amounts paid to the Committee by way of discharge of claims for insurances effected by the Committee; and
- (e) any payments the Committee receives under the Easements.

46.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 46.3 ("What money is paid into the Administrative Fund?").

47 Financial Years

47.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

47.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

48 Preparing budgets

48.1 When to prepare budgets

The Committee must prepare a budget for each Financial Year in respect of the Administrative Fund and the Sinking Fund and notify each Member of the budget at least 1 month before the commencement of the relevant Financial Year.

48.2 Budget approval

If a motion at a Meeting to approve a budget for a Financial Year is not approved by Ordinary Resolution, that motion must immediately be reconsidered at that Meeting in which case:

- (a) despite clause 38, each Member's proportionate vote for the reconsidered motion to approve the budget will be calculated based on that Member's proportion of aggregate contributions to the budget for the relevant Financial Year (excluding any contribution to insurance premiums) (the calculation of which is to be undertaken by the Facilities Manager and deemed accepted by the Committee); and
- (b) the motion will be passed if not more than one half in value of the votes is cast against the motion by the Members Entitled to Vote.

48.3 What information must be included in a budget?

A budget must show:

- (a) how much money the Committee estimates it will need during the Financial Year for the Administrative Fund and the Sinking Fund; and
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund; and
- (c) the proportion (and the amount) which each Member must contribute to each Shared Facility for the Financial Year; and
- (d) where contributions are calculated according to metered readings, the amount which the Committee estimates each Member will have to pay according to the metered reading.

48.4 How much to budget

The Committee must budget enough money to comply with its obligations under this management statement, the Subdivision Legislation, and the Easements, and in doing so the Committee must act reasonably in determining the relevant estimates.

49 Determining Contributions

49.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and the Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a budget for that period according to clauses 48.3

("What information must be included in a budget") and 48.4 ("How much to budget").

49.2 What proportion of costs you must pay

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is calculated by reference to the relevant apportionment method contained in schedule 1 ("Shared Facilities Table").

The apportionment methods in schedule 1 are dynamic and give different results over the duration of the Development Period as new Members are introduced on the completion of Development Works for each stage.

49.3 Broken periods

Where there are changes in facts and circumstances that result in the relevant formulae in schedule 1 giving a different result (for example, as Development Works for a stage are completed and a new Owners Corporation becomes a new Member), the changed contributions resulting from the application of the relevant formula in schedule 1 to the changed facts and circumstances shall apply to the next succeeding periodic contributions payable by Members and do not change the contributions applicable to the period during which the changes in facts and circumstances arise. The Committee need not wait until the next Financial Year to calculate and levy the changed contributions.

49.4 Procedures for determining contributions

When the Committee determines the Administrative Fund and the Sinking Fund contributions, it must determine whether you must pay the contributions in a lump sum or by instalments and the dates on which you must pay your contributions.

49.5 Determining the amount of contributions

The amount of contributions determined by the Committee:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

49.6 Insufficient funds

Subject to clause 49.8 ("Determining contributions at an Emergency Meeting"), the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

49.7 Budget where there are insufficient funds

Subject to clause 49.8 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution it must prepare and adopt a budget for the period covered by the additional contribution.

49.8 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee need not prepare a budget for the contribution.

49.9 The Barangaroo Delivery Authority and Owners of Green Utility Lots

This clause 49:

- (a) does not apply to the Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land; and
- (b) does not apply to the Owner of a Green Utility Lot in its capacity as the Owner of that Green Utility Lot.

50 Preparing financial statements

50.1 Obligations of the Committee

- (a) Within two months after the end of each Financial Year, the Committee must:
 - (i) engage a qualified auditor to audit the Committee's accounts for that Financial Year and deliver all of its accounts to that qualified auditor; and
 - (ii) prepare a financial statement for each of its accounts for that Financial Year.
- (b) The Committee must have its accounts for a Financial Year audited within two months after the delivery of all of its accounts to the qualified auditor in accordance with clause 50.1(a)(i).

50.2 Adjustments to contributions

If any financial statement prepared and audited in accordance with clause 50 identifies that:

- (a) a Member's contributions levied based on the budget for that Financial Year were greater than the contributions that would have been required if levied based on the audited financial statement for that Financial Year, the amount by which that Member's actual contributions were greater than required will be credited to that Member's contributions to the Administrative Fund levied in the following Financial Year;
- (b) a Member's contributions levied based on the budget for that Financial Year were less than the contributions that would have been required if levied based on the audited financial statement for that Financial Year, the amount by which that Member's actual contributions were less than required will be added to the contributions to the Administrative Fund levied in the following Financial Year.

50.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year; and
- (b) the balance carried forward from the Financial Year; and
- (c) particulars and amounts of each item of income during the Financial Year; and
- (d) particulars and amounts of each item of expenditure during the Financial Year; and

- (e) the cash in the fund at the end of the Financial Year; and
- (f) the balance of the fund at the end of the Financial Year; and
- (g) contribution arrears for each Member at the end of the Financial Year; and
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and
- (i) any other relevant information.

51 Paying Contributions

51.1 Notices of Contributions

If you are a Member, the Committee must give you at least 25 Business Days' notice before your Administrative Fund or Sinking Fund contribution is due (**Notice of Contributions**). The Notice of Contributions must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised; and
- (b) the portion of the contribution which you must pay in accordance with clause 49 ("Determining contributions"); and
- (c) the date by which you must make the payment.

51.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give you less than 25 Business Days' notice of the contribution.

51.3 The Barangaroo Delivery Authority and Owners of Green Utility Lots

This clause 51:

- (a) subject to clause 75, does not apply to the Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land or otherwise; and
- (b) does not apply to the Owner of a Green Utility Lot in its capacity as the Owner of that Green Utility Lot.

52 Banking money and interest on accounts

52.1 Establishing a bank account

The Committee must

- (a) establish and maintain a bank account or accounts in the names of the Members (except the Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land); and
- (b) deposit all contributions and other money paid to the Committee into its bank accounts.

52.2 Withdrawing money

The Committee may only withdraw money from its accounts to comply with this management statement.

52.3 Trust account

Subject to clause 52.4 ("Interest bearing accounts"), the Committee may require any Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

52.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank. If the account earns interest, the Committee may:

- (a) credit it to one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 54 ("Dealing with surplus funds").

53 Late payments

53.1 Interest

If you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it is paid.

53.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank of the Committee.

53.3 Certificates about interest rates

A certificate about interest rates given to you by the Committee's bank is conclusive evidence of the interest rate in clause 53.2 ("Calculating interest").

53.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt payable on demand.

54 Dealing with surplus funds

54.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may by Unanimous Resolution distribute it between the Members (except for the Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land and the Owners of the Green Utility Lots, but only in their capacity as Owners of the Green Utility Lots) in shares decided by the Committee according to this clause 54.

54.2 Considerations

When deciding the shares for the distribution of surplus money according to this clause 54, the Committee must have proper regard to the proportions in which each Member contributed to the surplus funds.

55 Paying contributions when there is a Dispute

55.1 What are your obligations?

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee under this management statement because you have a Dispute or a disagreement with the Committee (for example, a Dispute about the amount of a payment).

55.2 Continuing payments

If you have a Dispute with the Committee about the amount of your Administrative Fund or Sinking Fund contributions, you must continue to pay your contributions at the rate determined according to this management statement. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

55.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 55.2 ("Continuing payments").

Barangaroo South – Building Management Statement

Part 6 Shared Facilities

56 Overview of Shared Facilities

56.1 What are they?

There are a number of facilities and services in Barangaroo South that are used by two or more Members or located on the land of a Member but used by another Member or Members. These facilities and services are called Shared Facilities.

56.2 What do Shared Facilities include?

Subject to clause 56.5 ("Availability of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

- (a) the Shared Facilities in schedule 1 ("Shared Facilities Table") that service or benefit more than one Member; and
- (b) any part of Barangaroo South which gives access to a Shared Facility by the most direct route; and
- (c) plant and equipment which constitute a Shared Facility; and
- (d) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Barangaroo South; and
- (e) any rooms or areas in which Shared Facilities are located; and
- (f) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (g) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (h) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (i) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (j) the certification of Shared Facilities for the purposes of any law.

56.3 How do I know if a facility or service is a Shared Facility?

Shared Facilities are defined flexibly, reflecting that they may vary from time to time as Barangaroo South is developed. To enable Members and Owners and Occupiers to know what is and what is not a Shared Facility, the Committee must maintain as a part of the Committee's official records and keep updated:

- (a) a Shared Facilities Register; and
- (b) a Shared Facilities Plan; and

- (c) the proportional contribution that each Member must make from time to time under Schedule 1 towards the costs of each Shared Facility.

56.4 Developer to provide Shared Facilities information to the Committee

Whilst the Developer is carrying out Development Works, the Developer must give to the Committee from time to time:

- (a) advice as to when any facility or service erected or installed by the Developer as part of the Development Works is commissioned and becomes shared by or benefits more than one Member; and
- (b) any information held by the Developer which may assist in calculating contributions so that the Committee can keep the Shared Facilities Register up to date from time to time.

56.5 Availability of Shared Facilities

As part of the Development Works for Barangaroo South, the Developer may add to and augment Shared Facilities during the development and subdivision of Barangaroo South without complying with clause 57 ("Changing and adding to Shared Facilities"). This means that not all of the Shared Facilities identified in Schedule 1 ("Shared Facilities Table") and this clause 56 will be available for use when this management statement is registered. If you are entitled to use a Shared Facility, you may do so only after the Developer notifies the Committee, according to clause 77.9 ("Notice when Shared Facilities complete"), that Development Works for the Shared Facility are complete.

See part 8 ("Development Works, subdivisions and replacement management statements") for more information.

56.6 Rights and obligations of the Committee

- (a) Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 8.4 ("Power to contract and make appointments") for more information.
- (b) Subject to this management statement, the Committee must use reasonable endeavours to minimise the costs, charges and expenses that it incurs in relation to the operation, management, control, maintenance, repair and replacement of Shared Facilities, having regard to the quality of service required by the Members in respect of the Shared Facility.

56.7 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

56.8 Who may use Shared Facilities?

- (a) Members are entitled to use each Shared Facility which services, or is capable of servicing, that Member's Parcel or benefits that Member (when it becomes available for use according to this management statement). The column titled "Member Benefited" in schedule 1 ("Shared Facilities Table") indicates which Members are entitled to use each Shared Facility. If a Member entitled to use a Shared Facility is:

- (i) an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and
- (ii) the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility,

your entitlement to use Shared Facilities is subject to clause 56.5 ("Availability of Shared Facilities").

- (b) Subject to clause 56.8(d), a Member may serve an Optional Election Notice on the Committee within 20 Business Days after receipt of a notice from the Committee under clause 48.1 ("When to prepare budgets")
- (c) If a Member does not serve a notice under clause 56.8(b) in respect of an Optional Shared Facility or Optional Shared Facilities then the Member will remain a Member Benefitted if it was a Member Benefitted in the preceding financial year or will continue not to enjoy the benefit of the Optional Shared Facility if it did not enjoy the benefit in the preceding financial year.

If an Optional Shared Facility is the subject of a fixed term contract with a third party, then:

- (i) a Member may not cease to have the benefit of that Shared Facility while that contract remains on foot; and
- (ii) a Member may elect to become a Member Benefitted by such a Shared Facility in accordance with clause 56.8(b), provided that the contributions of Members Benefitted by that Shared Facility will not materially increase.
- (e) The Committee must update the Shared Facilities Register to reflect changes to Members Benefitted as set out in any Optional Election Notices that it receives from time to time.
- (f) If, prior to a Meeting at which a motion is passed to include a new or additional Optional Shared Facility, a Member indicates by written notice to the Committee under clause 36.5(d) that it wishes to be entitled to use that proposed new or additional Optional Shared Facility that Member will be required to use and pay for that Optional Shared Facility.
- (g) A Member may not cease to have the benefit of an Essential Shared Facility.

56.9 When can you use Shared Facilities?

- (a) If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise.
- (b) You may use Shared Facilities you are entitled to use as designated under clause 56.8 ("Who may use Shared Facilities?") in accordance with the following arrangements:
 - (i) your use is in common with other Members who are entitled to use that Shared Facility and is not exclusive use; and
 - (ii) your use may not unreasonably exclude any other Members who are entitled to use that Shared Facility; and

- (iii) you may only use the Shared Facility for the use for which it is designed and installed and subject to the design and operational tolerances, methods and recommendations; and
- (iv) your use must not endanger the health or safety of any Owner, or safety of any Owner, Occupier or visitor to Barangaroo South; and
- (v) you must comply with the Rules and the reasonable requirements from time to time of the Committee.

56.10 Easements

- (a) Several Shared Facilities are the subject of Easements.
- (b) The Committee and each Member agrees in favour of each Grantor to perform their functions and exercise the right of the Grantor according to the Easement affecting Shared Facilities.
- (c) Each Grantor agrees that the Committee may exercise its rights and perform the functions of the Grantor under the relevant Easement.

Changing and adding to Shared Facilities

57.1 Interpreting this clause

This clause 57 is subject to the Developer's rights to carry out Development Works and to clause 56.5 ("Availability of Shared Facilities").

57.2 Motions in respect of Shared Facilities

All motions proposed in respect of new or extended Shared Facilities must:

- (a) indicate whether the relevant Shared Facility is classified (or, in the case of new or additional Shared Facilities, is to be classified) as an Optional Shared Facility or an Essential Shared Facility; and
- (b) be accompanied by an expert's report, obtained by and at the cost of the Member or Members proposing the motion, that sets out:
 - (i) the estimated level of usage of the Shared Facility by each Member Benefitted;
 - (ii) the proposed cost apportionment for the Shared Facility; and
 - (iii) the estimated costs of operating and maintaining the Shared Facility.

57.3 Decisions regarding Shared Facilities – Unanimous Shared Facility Resolution

- (a) The Committee may, by Unanimous Shared Facility Resolution:
 - (i) create new Shared Facilities; and
 - (ii) change the Members Benefitted by Essential Shared Facilities.
- (b) If a Unanimous Shared Facility Resolution is not passed to create a new Shared Facility under clause 57.3(a)(i), Members who vote in favour of adding a new shared facility can install the new shared facility on the basis of clause 57.10 except that references to "Upgrade" will be

a reference to "installing a new Shared Facility" and clause 57.10(a)(iii) will not apply.

57.4 Decisions regarding Shared Facilities – Special Shared Facility Resolution

The Committee may by Special Shared Facility Resolution:

- (a) add Shared Facilities to the Shared Facilities Table if it identifies existing Shared Facilities that have not already been included in the Shared Facilities Table and determine whether those Shared Facilities are Essential Shared Facilities or Optional Shared Facilities (including Green Utilities that become Shared Facilities under clause 74.2(b));
- (b) change or extend existing Shared Facilities (including by way of Upgrade or Substitution) with the consent of the Member in whose Strata Scheme or Stratum Lot the Shared Facility is located; and
- (c) remove redundant Shared Facilities.

57.5 Decisions regarding Shared Facilities – Ordinary Shared Facility Resolution

The Committee may, by Ordinary Shared Facility Resolution:

- (a) pass any motion regarding a matter that does not require a Unanimous Shared Facility Resolution or a Special Shared Facility Resolution; and
- (b) determine to change the apportionment of costs for a Shared Facility in accordance with clause 57.6.

57.6 Changing the apportionment of costs for Shared Facilities

- (a) The apportionment of costs for a Shared Facility may only be changed in accordance with this clause 57.6.
- (b) Subject to paragraph (a), if:
 - (i) the Committee passes an Ordinary Shared Facility Resolution to conduct a review of the apportionment of costs for a Shared Facility; or
 - (ii) a Member Benefitted provides a written request to the Committee to review the apportionment of costs for that Shared Facility,

the Committee must obtain a Cost Review Report in respect of the relevant Shared Facility

- (c) The Cost Review Report must describe:
 - (i) where applicable (as contemplated by the Shared Facilities Table) the estimated level of usage of the Shared Facility by each Member Benefitted or if there is accurate information available as to the usage of the Shared Facility over the immediately preceding 3 years, then describing this information and otherwise must describe the apportionment method applicable to the Shared Facility as set out in the Shared Facilities Table; and

- (ii) the proposed cost apportionment for the Shared Facility, based on the level of usage of the Shared Facility or other apportionment method as described in accordance with clause 57.6(c)(i); and
- (iii) the estimated costs of operating and maintaining the Shared Facility; and
- (iv) the time cost of the money amounts under consideration; and
- (v) the review of the quantum of costs and proportion of costs; and
- (vi) the proposed method of implementation of the review findings.

(d) Subject to clauses 57.6(e) and 57.6(f), each Member Benefitted by the Shared Facility must contribute to the cost of the Cost Review Report in the same proportion as those Members are liable to contribute to the costs of that Shared Facility prior to the review and included in the next levy notice.

(e) Subject to clause 57.6(f), where, following application of the findings of:

- (i) a Cost Review Report or
- (ii) where applicable, the dispute resolution process under clause 83,

there is no change to the apportionment of the costs in relation to a Shared Facility, the Member Benefitted who requested the review must pay all of the costs of the Cost Review Report.

(f) If a Member requests a Cost Review Report in respect of a Shared Facility and that Member has, within the 12 month period prior to that request, on one or more occasions requested a Cost Review Report for the same Shared Facility, then where, following application of the findings of:

- (i) the Cost Review Report or
- (ii) where applicable, the dispute resolution process under clause 83,

the Member Benefitted's proportion of the costs in relation to a Shared Facility is not less than 95% of the proportion that was payable by that Member following the last Cost Review Report it requested in respect of that Shared Facility, the Member Benefitted who requested the review must pay all of the costs of the Cost Review Report.

(g) Within 10 Business Days after receiving the Cost Review Report, the Committee must provide all Members Benefitted by that Shared Facility with a copy of the Cost Review Report.

(h) If a Member Benefitted by a Shared Facility which is the subject of a Cost Review Report disputes the findings of the Cost Review Report, that Member may within 25 Business Days after receiving a copy of the Cost Review Report serve on the Committee:

- (i) a report prepared by an expert consultant (which that Member must obtain at its own cost); and
- (ii) a Dispute notice under clause 83.3,

in which case the dispute resolution provisions in clause 83 will apply to determine the apportionment of costs with respect to the relevant Shared Facility.

- (i) Subject to clause 57.6(j), the Committee must 25 Business Days after the date it complies with clause 57.6(g), amend the cost apportionment (if required) in the Shared Facilities Register and this management statement to reflect the recommendations of the Expert in the Cost Review Report for that Shared Facility.
- (j) If a Member Benefitted does give a Dispute notice in relation to the Cost Review Report in accordance with clause 57.6(h), the Committee must (if required) amend the cost apportionment in respect of the relevant Shared Facility in the Shared Facilities Register and this management statement to reflect the outcome of the dispute resolution procedures under clause 83.

57.7 Metering

The Committee must:

- (a) ensure that the Shared Facilities whose costs are apportioned on a metered or measured usage basis under Shared Facilities Table are separately metered or measured to the extent reasonably practicable (having regard to the cost of implementing any such metering or measurement systems) in order to determine the relative usage by each Member of the relevant Shared Facility; and
- (b) resolve to change the apportionment of costs for a Shared Facility if a metering or measurement system is able to be adopted in accordance with clause 57.7(a) which enables the costs of the Shared Facility to be separately measured and charged to each Member Benefitted.

57.8 Obligations of Members

If you are a Member, you must agree to amend schedule 1 ("Shared Facilities Table") to reflect anything the Committee resolves to do under this clause 57.8 as a result of the operation of clause 79.

57.9 Replacements or additions to Shared Facilities

- (a) If a:
 - (i) Special Shared Facility Resolution is passed to Upgrade, Substitute or replace a Shared Facility; or
 - (ii) Unanimous Shared Facility Resolution is passed to add a Shared Facility, then

the cost of Upgrading, Substituting, replacing or adding the Shared Facility are to be paid by the Members Entitled to Vote on the resolution in accordance with:

- (iii) the proportion of cost contributions that each Member Entitled to Vote pays in respect of that Shared Facility (as set out in the Shared Facilities Table); or
- (iv) if the relevant Resolution provides for the costs to be apportioned in a manner other than in accordance with clause 57.8(a)(iii), in the manner set out in the Resolution.

- (b) Clause 17 applies to the Upgrading, Substitution, replacement or adding of a Shared Facility and the Committee must comply with the reasonable directions of the Member in whose Lot or Common Property, the Shared Facility is located or will be located as the case may be.

57.10 Member Upgrades to Shared Facilities

- (a) If a Member or Members wish to Upgrade an existing Shared Facility, and the required Resolution is not passed, the Member or Members may Upgrade the Shared Facility on the following conditions:
- (i) the Member in whose Lot or Common Property the Shared Facility is located consents to the Upgrade (acting reasonably), such consent only to be required if the Upgrade would:
 - (A) require the allocation of additional space from the Member's Lot or Common Property to enable the Upgrade to the Shared Facility; or
 - (B) have an adverse material impact on the usual operation of that Member's Lot or Common Property once the Upgrade has occurred;
 - (ii) the cost of Upgrading the Shared Facility is the responsibility of the Member or Members who elect to make the installation under this clause;
 - (iii) the Member or Members who elect to make the installation will be responsible for the increase in contributions to the Administrative Fund and Sinking Fund as a consequence of the Upgrade;
 - (iv) when accessing a Lot or Common Property to Upgrade a Shared Facility, the Member or Members must not unreasonably interfere with the use and enjoyment of another Member's or Occupier's use of a Lot and must comply with the reasonable directions of the Member in whose Lot or Common Property the Shared Facility is located;
 - (v) the Member or Members Upgrading the Shared Facility:
 - (A) indemnifies the Owner of each Lot or Owners Corporation in respect of Common Property in which the Shared Facility is located and each Lot or Common Property which must be accessed from all liability and costs in connection with the relevant Shared Facility; and
 - (B) will make good any damage caused to that Owner's Lot or to Common Property as a result of the Upgrade of the Shared Facility; and
 - (vi) subject to this clause 57.10 and clause 57.11, all provisions of his management statement are applicable to an Upgraded Shared Facility, to the extent necessary.
- (b) For the purpose of clause 57.10(a)(iii), the increase in contributions will be calculated based on the difference between the actual expenditure and a reasonable estimation of what the expenditure would have been;

- (i) until the time when the Shared Facility would have been replaced or the subject of a major capital repair, had the Shared Facility not been Upgraded; and
- (ii) after the time when the Shared Facility would have been replaced or the subject of a major capital repair, had the Shared Facility been replaced at that time with comparable equipment with substantially similar specifications.

57.11 Use of Member Upgraded Shared Facilities

If a Shared Facility is Upgraded in accordance with clause 57.10, the Member or Members who carry out the Upgrade may restrict other Members who elect not to participate in the Upgrade from the benefits of the Upgrade to that Shared Facility, so long as those Members who have not contributed to the Upgrade retain equivalent rights to the Shared Facility (including from a performance perspective) as prior to the Upgrade.

57.12 Member Substitution of Shared Facilities

- (a) If a Member or Members wish to procure the Substitution of an existing Shared Facility, and the required Resolution is not passed, the Member or Members may procure the Substitution of the Shared Facility on the following conditions:
 - (i) the Member in whose Lot or Common Property the Shared Facility is located consents to the Substitution (acting reasonably), such consent only to be required if the Substitution would:
 - (A) require the allocation of additional space from the Member's Lot or Common Property to the Shared Facility; or
 - (B) have an adverse material impact on the usual operation of that Member's Lot or Common Property once the Substitution has occurred;
 - (ii) subject to clause 57.12(b), the incremental cost of the Substitution of the Shared Facility is the responsibility of the Member or Members who elect to make the Substitution under this clause 57.12;
 - (iii) when accessing a Lot or Common Property to procure the Substitution of a Shared Facility, the Member or Members must not unreasonably interfere with the use and enjoyment of another Member's or Occupier's use of a Lot and must comply with the reasonable directions of the Member in whose Lot or Common Property the Shared Facility is located;
 - (iv) the Member or Members procuring the Substitution of the Shared Facility:
 - (A) indemnifies the Owner of each Lot or Owners Corporation in respect of Common Property in which the Shared Facility is located and each Lot or Common Property which must be accessed from all liability and costs in connection with the relevant Shared Facility; and

(B) will make good any damage caused to that Owner's Lot or to Common Property as a result of the Substitution of the Shared Facility; and

(v) subject to this clause 57.12 and clause 57.13, all provisions of this management statement are applicable to a Shared Facility which has undergone a Substitution, to the extent necessary.

(b) For the purpose of clause 57.12(a)(ii), the incremental cost of the Substitution of the Shared Facility will be the reasonable estimate of the additional cost that is incurred in bringing forward the time for the Substitution of the relevant Shared Facility, having regard to the time when the Shared Facility would have been replaced or the subject of a major capital repair, had the Shared Facility not been Substituted.

57.13 Use of Member Substituted Shared Facilities

If the Substitution of a Shared Facility is procured in accordance with clause 57.12, each Member retains the right to use and obligation to contribute to the maintenance of that Shared Facility (subject to any adjustment under clause 57.12(b)).

57.14 Use of Member installed Shared Facilities

(a) If Members (**Installing Members**) install an additional Shared Facility in accordance with clause 57.3(b), those Installing Members are the Members Benefitted by the new Shared Facility. The Shared Facility will be an Optional Shared Facility unless otherwise agreed between the Installing Members.

(b) A Member can elect to obtain the benefit of the Shared Facility by an Optional Election Notice. However, if a Member:

- (i) was a Member under this management statement at the time the additional Shared Facility was installed by the Installing Members; and
- (ii) elected not to participate in the installation of the additional Shared Facility, after have been invited to do so,

that Member may only elect to obtain the benefit of the Shared Facility by an Optional Election Notice at any time 2 years after the Shared Facility was installed.

58 Using approved contractors

58.1 Overview

Many of the Shared Facilities in Barangaroo South are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities (except for a Shared Facility that is only used by one Member).

58.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors approved by it are available to maintain Shared Facilities and carry out structural building works; and
- (b) give each Member a list of current approved contractors.

58.3 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 58.

59 Damage to Shared Facilities

59.1 What are your obligations?

You must:

- (a) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and
- compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in Barangaroo South on your behalf.

59.2 No interference

You must not interfere with or use Shared Facilities other than according to this management statement.

60 Security control at Barangaroo South

60.1 An integrated security system

Security at Barangaroo South is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates access and security issues and the use of security equipment (eg the provision of Security Keys and Security Services). The Security Keys and Security Services are Essential Shared Facilities.

60.2 Restricting access to and monitoring parts of Barangaroo South

Subject to this management statement and the Easements, and without limiting the Barangaroo Delivery Authority's rights as the owner of the freehold title in Barangaroo South, the Committee may:

- (a) restrict by Security Key, Security Services and other means, vehicular and pedestrian entrances to the basement carpark at Barangaroo South and access to some or all of the carpark levels of any part of Barangaroo South; and
- (b) close off or restrict access to parts of Barangaroo South that you do not use to get to your Lot or Common Property; and
- (c) restrict access to Shared Facilities; and
- (d) secure doors or gates in Barangaroo South between the hours the Committee determines are appropriate to preserve the security of Barangaroo South and to protect Members, Owners, Occupiers and their property; and

- (e) monitor, by surveillance cameras and other security device or patrol, Shared Facilities, various parts of the basement carpark at Barangaroo South, and vehicular and pedestrian entrances to any part of Barangaroo South.

60.3 Provision of Security Keys

The Committee must provide:

- (a) each Member with a Security Key to access the carpark and their component of Barangaroo South; and
- (b) each Owner and Occupier of Lot with a Security Key to access their Lot.

but only if that access is controlled by the integrated security system for Barangaroo South.

60.4 Charging fees for Security Keys

The Committee may charge you a fee or bond if you want additional or replacement Security Keys.

60.5 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose a Security Key; and
- (b) return Security Keys to the Committee if you do not need them; and
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys including instructions about re-coding and returning Security Keys; and
- (e) take reasonable steps to ensure the security of Barangaroo South is regulated as contemplated by this clause 60, including taking steps to ensure that your Invitees comply with the provisions of this clause 60.

60.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or
- (c) interfere with or shut down any part of the integrated security system for Barangaroo South without the Committee's consent; or
- (d) if you are an Owners Corporation, restrict access to Common Property or Shared Facilities in your Strata Scheme without the Committee's consent.

60.7 Who owns Security Keys?

Security keys belong to the Committee.

60.8 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with third parties about the provision and management of Security Keys and the management of security systems generally.

61 Carpark Accessway

61.1 Rights of the Committee

The Committee may:

- (a) impose a speed limit for traffic in the Carpark Accessway; and
- (b) impose reasonable restrictions on the use of the Carpark Accessway; and
- (c) install speed humps, signs and other traffic control devices in the Carpark Accessway; and
- (d) install directional and parking signs in the Carpark Accessway.

61.2 Complying with requirements

Subject to the terms of any Easement, you must comply with any speed limits, restrictions or other requirements of the Committee made according to clause 61.1 ("Rights of the Committee") for the use of the Carpark Accessway.

61.3 No parking on Carpark Accessway

Subject to the terms of any Easement, you must not park or stand a motor vehicle on the Carpark Accessway other than according to this management statement.

62 Using the Loading Docks

62.1 Requirements for use

If you are entitled to use a Loading Dock, you must comply with the following requirements in respect of that Loading Dock:

- (a) if you propose to use a loading bay in the Loading Dock for more than 30 minutes at a time, you must make arrangements with the Loading Dock Manager at least 48 hours beforehand or make a reservation with the Loading Dock Manager in accordance with clause 62.2 ("Reservations"); and
- (b) if you propose to use a loading bay in the Loading Dock for less than 30 minutes, you do not need to make prior arrangements with the Loading Dock Manager; and
- (c) you cannot use a loading bay in the Loading Dock if another Owner or Occupier who is entitled to use that Loading Dock has arranged with the Loading Dock Manager or made a reservation to use that loading bay; and

- (d) you cannot simultaneously use or occupy all of the loading bays in the Loading Dock or make standing arrangements with the Loading Dock Manager for the use of all of the loading bays in the Loading Dock for any given period; and
- (e) you must comply with the directions of the Loading Dock Manager when entering and using the Loading Docks; and
- (f) you must minimise any noise created by your use of the Loading Docks.

62.2 Reservations

The Loading Dock Manager must operate a reservation system for use of the loading bays in the Loading Docks for more than 30 minutes at a time.

63 Garbage storage and removal

63.1 Requirements for retail and commercial garbage storage and removal

If you are a Member, you must:

- (a) sort your garbage into dry, wet and recyclable waste; and
- (b) place your dry, wet and recyclable waste in the areas of your garbage storage room designated for that purpose (including in any waste compactors); and
- (c) comply with your obligations under this clause 63; and
- (d) comply with any additional provisions which deal with the storage and removal of garbage in accordance with the by-laws for your Strata Scheme (if any); and
- (e) arrange, at your cost, for the regular removal of your garbage and recyclable materials from your Lot.

63.2 Community Facility

If you are an Owner or Occupier of the Community Facility, you must:

- (a) arrange, at your cost, for the regular removal of your garbage and recyclable materials from your Lot; and
- (b) if you have arranged with the garbage collection contractor or Council to collect your garbage and recyclable materials from a road adjacent to Barangaroo South, ensure that you remove all of your garbage and recyclable receptacles from the relevant road as soon as practicable after the time of collection; and
- (c) comply with your obligations under this clause 63.

63.3 Some prohibitions and obligations

You must not leave garbage or recyclable materials and receptacles in areas other than the designated garbage storage rooms and facilities for your Lot. You must immediately remove any garbage you have spilled and clean the affected parts of Barangaroo South.

64 Bike storage

64.1 Application of clause

The parties acknowledge that as at the date of this management statement the T1 Owner and the T3 Owner are not Members of the management statement but are proposed to become Members (as set out in Schedule 7 to this management statement). Until each of the T1 Owner and the T3 Owner (as applicable) is a Member, this clause 64 is to be interpreted accordingly.

64.2 Entitlement for T1 Owner, T2 Owner and T3 Owner

Each of the T1 Owner, the T2 Owner and the T3 Owner must be entitled to the use of at least that number of bike storage spaces within the bike storage Shared Facility calculated as follows:

$$BS = 0.05 \times N \times 1/15$$

Where:

BS = the minimum number of bike spaces that the T1 Owner, the T2 Owner and the T3 Owner, as relevant, is entitled to use

N = the net lettable area of the relevant Owner's Lot, measured in accordance with the specifications for measurement of net lettable area published in the Property Council of Australia publication "Method of Measurement for Lettable Area" (1997 revision).

(with such minimum number of bike spaces to be included in the allocation of bike spaces in the Shared Facilities Table).

64.3 Acknowledgements by relevant Members

The Members acknowledge and agree that:

- (a) arrangements regarding the Bike Lot are governed by a co-owners deed between the Members who have the benefit of the bike storage Shared Facility and, whilst that co-owners deed is in place, it prevails to the extent of any inconsistency with this management statement in relation to the use of the Bike Lots by those Members who are parties to that co-owners deed;
- (b) the Shared Facilities Table sets out an allocation of certain of the bike racks that are provided for the exclusive use of the T1 Owner and the T2 Owner (in each case, being that Member's **Reserved Bike Racks**), and despite clause 56.9 the Reserved Bike Racks are available for the exclusive use of the T1 Owner and the T2 Owner, as applicable;
- (c) nothing in this clause 64 requires any Member who is not entitled to the use and benefit of the Bike Lot or the Reserved Bike Racks to contribute towards the costs or bear any liability arising from or in connection with the Bike Lot or the Reserved Bike Racks; and
- (d) the allocation of the Reserved Bike Racks does not alter the apportionment of costs for the bike storage Shared Facility.

Barangaroo South – Building Management Statement

Part 7 Green Utilities

65 What are Green Utilities?

65.1 Introduction

Barangaroo South utilises centralised Green Utilities to provide on-site generation and delivery of services to Occupiers, in order to support the Barangaroo South Aspirations to create a world leading, climate positive precinct.

65.2 The Nature of Green Utilities

As at the date of this management statement, the Green Utilities are the items of central plant and equipment operated at Barangaroo South to provide the Green Utility Services as follows:

Green Utility Service	Type of service provided
Thermal Energies	The supply of chilled water, hot water and waste heat (used for HVAC and temperature control within buildings) generated by the Thermal Energies Supplier from the facilities located on the CCW Lot.
Water Services	The supply of recycled water and sewerage services provided by the Water Services Provider from the facilities located on the RW Lot.
Network Services	The supply of network and connection services by the Embedded Network Operator from the facilities located on the EN Lot.

65.3 Ownership and operating structure

As at the date of this management statement:

- The Barangaroo Delivery Authority owns the freehold title in all of the land in Barangaroo South, which includes each Green Utility Lot.
- Each Green Utility Lot is the subject of a Ground Lease from the Barangaroo Delivery Authority to the Owner of that Green Utility Lot.
- The Owner of each Green Utility Lot sub leases the Green Utility Lot to the relevant Supplier.
- The Suppliers are permitted to operate the relevant Supplier's Infrastructure in order to provide the Green Utility Services.
- The Owners are supplied with the Green Utility Services pursuant to the Supply Agreements.
- The first Supply Agreements entered into between the Suppliers and the first Owner at Barangaroo South will each have an initial term of 50 years. Thereafter, the initial Supply Agreements entered into

between the Suppliers and each successive Owner who becomes a Member under this management statement will be for a term of less than 50 years so as to have the same expiry date as the Supply Agreements with the first Owner.

- (g) Without limiting the rights of other Members in any way, it is acknowledged that Residential Occupiers and, where separately metered, individual commercial tenants of any of the Buildings will be able to contract with any electricity retail supplier of their choice.

65.4 Status of Green Utilities

As at the date of this management statement, the Green Utilities are not Shared Facilities and the GUS Period applies.

66 Supply of Green Utilities

66.1 Introduction

The Green Utilities at Barangaroo South are designed to achieve optimal efficiency and deliver the greatest environmental benefits when utilised by all Members. To derive the full potential of the Green Utilities and to support the Barangaroo South precinct in its aspirations to be one of the world's leading sustainable positive precincts the Members agree to participate in the Green Utilities system by entering into Supply Agreements with each of the Suppliers, subject to the requirement of this clause 66.

66.2 Members (other than an Owners Corporation of a Residential Strata Scheme)

- (a) Each Member (other than an Owners Corporation of a Residential Strata Scheme (to which clause 66.3 applies)) must enter into a Supply Agreement with each of the Suppliers and, subject to this clause 66, the Supply Agreement will govern the terms of the supply of Green Utility Services to each Member.
- (b) Each Member (other than an Owners Corporation of a Residential Strata Scheme (to which clause 66.3 applies)) is responsible for negotiating the terms of the Supply Agreements with each of the Suppliers.

66.3 Owners Corporation of a Residential Strata Scheme

- (a) Each Owners Corporation of a Residential Strata Scheme must enter into a Supply Agreement with each of the Suppliers and, subject to this clause 66, the Supply Agreements will govern the terms of the supply of Green Utility Services to each Owners Corporation in respect of each Residential Strata Scheme.
- (b) The initial Supply Agreement to be entered into by each Owners Corporation of a Residential Strata Scheme with each Supplier must be substantially in the form of the Residential Supply Agreements attached as Schedule 11 and any subsequent Supply Agreements to be entered into by each Owners Corporation of a Residential Strata Scheme with each Supplier must be substantially in the form of the Residential Supply Agreement for the relevant Supplier.
- (c) For the purposes of clause 66.3(c), the terms of supply to the Major Commercial Members are not to be considered in determining the standard terms of supply for the relevant Supplier.

- (d) For the avoidance of doubt, Residential Occupiers are not required to enter into Supply Agreements directly with Suppliers.
- (e) For illustrative purposes only and to assist Residential Occupiers in understanding the determination of rates and charges for the use of Green Utilities, example calculations (based on the Supply Agreements for Residential Strata Schemes as at the date of this management statement) are attached as Schedule 12.
- (f) The Residential Supply Agreements are attached to this management statement for the purpose of encouraging transparency and consistency of the terms of supply of Green Utilities to Owners Corporations of Residential Strata Schemes.
- (g) The Suppliers must ensure that any difference between the terms for the supply of Green Utilities to:
 - (i) Members (other than the Owners Corporations of Residential Strata Schemes); and
 - (ii) Owners Corporations of the Residential Strata Schemes at Barangaroo South,

will not result in any lowering of Service Standards from those set out in the Residential Supply Agreements.

66.4 General obligations

- (a) Subject to clause 66.4(b), each Member agrees that it will not without the prior written consent of the relevant Supplier:
 - (i) enter into an agreement, understanding or other arrangement under which it purchases, acquires or obtains Green Utility Services from a person or source who is not a Supplier; or
 - (ii) install any plant or equipment (other than appropriate energy efficiency measures) within Barangaroo South which has the effect of reducing the Member's use of the Green Utility Services (other than, in the case of any Member that is an Owners Corporation for a Residential Strata Scheme which has terminated its Supply Agreement for chilled water, and any owner or occupier of the relevant Residential Strata Scheme, the installation of air conditioning plant and equipment that is not dependent on the use of Green Utility Services).
- (b) A Member that is an Owners Corporation for a Residential Strata Scheme (including any owner or occupier of a strata lot within the relevant Residential Strata Scheme) must not exercise its rights under clause 66.4(a)(ii) without the prior written consent of the Barangaroo Delivery Authority. The Barangaroo Delivery Authority may only withhold its consent if the Barangaroo Delivery Authority determines, acting reasonably, that the proposed exercise of that Member's rights or that person's rights under clause 66.4(a)(ii) would be inconsistent with environmental sustainability aspirations for Barangaroo South.
- (c) Nothing in clause 66.4 affects or derogates from:
 - (i) Members' rights to terminate Supply Agreements and exercise their rights under the Supply Agreements;

- (ii) Major Commercial Members' rights under the Security of Supply Deeds or other arrangements with the Suppliers;
 - (iii) Members' rights under this management statement; or
 - (iv) Members' rights at law.
- (d) The initial terms of supply of Green Utilities, as at the date of this management statement, are to be:
- (i) transparent across the residential components of Barangaroo South and the Suppliers must ensure that they provide visibility between Members (with the intention of ensuring competitive pricing despite the exclusivity of supply, whilst acknowledging that there will be differential pricing between a class of Members whose buildings have one kind of use and a class of Members whose buildings have a different kind of use); and
 - (ii) consistent to the extent that any discount or other incentive offered to a residential member is available to all Residential Members on an equal basis (for example, if "residential member A" is offered a bulk consumption discount, "residential member B" should also be entitled to the same offer).
- (e) If a Member that is an Owners Corporation for a Residential Strata Scheme has terminated its Supply Agreement for chilled water under clause 66.4(a)(ii), then until that Member enters into a new Supply Agreement for chilled water:
- (i) the percentage for that Member in respect of Shared Facility 6.2.1 of the Shared Facilities Table is deemed to be nil; and
 - (ii) the percentages for all other Members in respect of Shared Facility 6.2.1 of the Shared Facilities Table must be recalculated accordingly, so that those other Members proportionately share 100% of the costs of Shared Facility 6.2.1.

67 Security of Supply of Green Utilities

The Members acknowledge that the Major Commercial Members have a substantial financial interest in ensuring that the supply of Green Utility Services is secure and that the Major Commercial Members have entered, or will enter prior to the end of the Development Period, a security of supply deed and collateral documents with each Supplier which amongst other things:

- (a) grant the Major Commercial Members step-in rights to take control of the supply of the relevant Green Utility Services in certain circumstances; and
- (b) grant a call option to the Major Commercial Members to acquire the relevant Green Utility Assets in certain circumstances; and
- (c) grant the Major Commercial Members security over the Green Utility Assets; and
- (d) grant the Major Commercial Members the right to require the Supplier to carry out capital improvements to the Green Utilities in certain circumstances.

The Stakeholder has been appointed as the agent for the Major Commercial Members and it is the entity which holds and will exercise (in that capacity) the

rights described above. The Stakeholder is a party bound by this management statement but is not an Owner or a Member

68 Green Utilities Suppliers

- (a) The Owners of the Green Utility Lots must ensure that on or prior to the grant or transfer of a sub lease of a Green Utility Lot to a Supplier that the Supplier signs an Acknowledgement Document and delivers it to the Committee before the sub lease or transfer of sub lease takes effect.
- (b) On and from the date of the sub lease or transfer of sub lease of a Green Utility Lot, the relevant Supplier is entitled to the rights and is bound by the obligations of a Supplier under this management statement.

The Embedded Network Operator must, not less than once in every period of 12 months during the term of any Residential Supply Agreement in respect of the Network Services, notify the Members of:

 - (i) the names of the authorised electricity retailers who have entered into 'Network Use of System Agreements' in respect of the sale of electricity to customers within the Barangaroo Network (as that term is defined in the residential Supply Agreements); and
 - (ii) the Network Charges (as that term is defined in the residential Supply Agreements) that the relevant Supplier imposes for the use of the Barangaroo Network for the supply of electricity by authorised electricity retailers.
- (d) In addition to any other requirements for the giving of notice under this management statement, the Embedded Network Operator must also give the notices referred to in clause 68(c) by publishing, and maintaining, the required information on a website maintained for the Barangaroo South precinct and the Barangaroo Delivery Authority may publish the relevant information on any other website for the Barangaroo precinct which the Barangaroo Delivery Authority reasonably determines to publish the relevant information on.

69 Staged Construction of Green Utilities

- (a) The Members acknowledge that during the Development Period the Green Utilities will be augmented to enable the Green Utilities to have capacity to supply the Green Utility Services to Barangaroo South as it is developed.
- (b) The Developer agrees to construct the Green Utilities as part of the Development Works and in accordance with the relevant Development Consents.

70 Load shedding and priority to apply

- (a) The Members acknowledge that each Supply Agreement will contain the right of the Supplier in certain circumstances to disconnect, interrupt or reduce the supply of Green Utility Services. In doing so the Supplier must use its best endeavours to apply the following order for priority for access and entitlement to supply of the Green Utility Services between Members and their Occupiers.

Other than during Core Commercial Hours	During Core Commercial Hours
1. Residential Members	1. Commercial Members
2. Hotel	2. Hotel
3. Retail Members	3. Retail Members
4. Commercial Members	4. Residential Members

(b) The certain circumstances referred to in clause 70(a), in which the Supplier may disconnect, interrupt or reduce the supply of Green Utility Services are:

- (i) in the case of an emergency, being (for the purposes of this clause only) the actual, imminent or potential occurrence of an event which:
 - (A) in any way endangers or threatens to endanger the safety or health of any person; or
 - (B) destroys or damages or threatens to destroy or damage any property;
 - (ii) a breakdown of equipment (except to the extent the Supplier has failed to comply with its obligations under the relevant Supply Agreement in respect of maintenance of the equipment) that adversely impacts on the ability for the Supplier to meet the demands of all Members for the particular Green Utility Service;
 - (iii) any other event beyond the Supplier's control that adversely impacts on the ability for the Supplier to meet the demands of all Members for the Green Utility Service;
 - (iv) in order to comply with the requirement of an Authority (other than the Barangaroo Delivery Authority); or
 - (v) in order to carry out repairs, maintenance and inspections subject to providing Members with reasonable notice.
- (c) If the Supplier disconnects, interrupts or reduces the supply of Green Utility Services for a reason set out in clause 70, then in doing so the Supplier must use its best endeavours to apply the order for priority for access and entitlement to supply of the Green Utility Services between Members and their Occupiers as set out in clause 70(a) (as applicable during the relevant period of reduced supply).

71 Exercise of Step-In-Rights

71.1 Introduction

- (a) Each Supplier grants to the Members step-in rights pursuant to this clause 71. The step-in rights are subject to and subsidiary to the step-in rights granted to the Major Commercial Members as further provided for in clause 71.10(a)(i).
- (b) The Stakeholder must immediately notify the Committee when the Major Commercial Members are entitled to exercise the step-in rights granted to them.

- (c) It is acknowledged that exercising the step-in rights pursuant to this clause 71 requires the passing of an Ordinary Resolution and accordingly, it is not possible for a single Member alone, to exercise the step-in rights under this clause 71.

71.2 Members Step-in Rights

- (a) Subject to satisfying clause 71.2(b), if a Step-In Event occurs, the Members may, subject to the passing of an Ordinary Resolution to exercise the rights granted under this clause 71, on giving 2 Business Days' notice to the Supplier exercise its Step-In Rights for the sole purpose of remedying the Step-In Event and overcoming or mitigating any risk or consequences resulting from the Step-In Event in accordance with this clause 71.
- (b) Members may exercise their Step-In Rights personally or through a nominee. If a Member exercises its Step-In Rights through a nominee, the Member must ensure that its nominee does not act in a manner which is inconsistent with the obligations of the Members under this clause 71.



71.3 Step-In
In exercising its Step-In Rights, the Members must ensure that, and procure that any nominee or any person acting on their behalf or at their direction uses reasonable endeavours to ensure that:

- (i) the Step-In Event or the circumstances giving rise to the Step-In Event are not exacerbated; and
 - (ii) the Members do not cause, or exacerbate, the damage, disruption or restriction of the Supplier's Infrastructure or the relevant Green Utility Lot; and
 - (iii) the acts or omissions of the Members, their nominee or any person acting on their behalf or at their direction do not breach any law; and
 - (iv) the acts or omissions of the Members, their nominee or any person acting on their behalf or at their direction do not hinder or restrict the Supplier's ability to perform or satisfy any obligations or conditions imposed on it, whether by law or contractually; and
 - (v) the Supplier's Infrastructure is operated in a manner that is consistent with the provision of the Green Utility Service as required by the Supply Agreements to the extent practicable having regard to the reasons for the exercise of the Step-In Rights and the circumstances subsisting at that time; and
 - (vi) unless permitted under clause 66.4 ("Right of Supply of Green Utilities"), the Members do not, without the Supplier's consent, commence a Capital Improvement; and
 - (vii) the Members do not terminate a Supply Agreement or by any act or omission entitle the counterparty to a Supply Agreement to terminate the Supply Agreement.
- (b) Subject to clause 71.3(a), Members may for the purposes of Step-In Rights exercise all of the rights of the Supplier under each Supply Agreement and each other contractual agreement to which the Supplier is a party and may direct the Supplier's agents and subcontractors.

- (c) Subject to clause 71.3(e), any cost or expense arising as a result of the Members exercising the Step-In Rights pursuant to this clause 71 must be borne by the Members, but each Member that is an Owners Corporation for a Residential Strata Scheme is not required to contribute to that cost or expense.
- (d) If at the time the Members exercise Step-In Rights a Capital Improvement is under way:
 - (i) the Members may continue with the Capital Improvement in accordance with the Capital Improvement Plan; and
 - (ii) subject to clause 71.3(e), any cost or expense arising as a result of continuing with the Capital Improvement in accordance with the Capital Improvement Plan must be borne by the Members, but each Member that is an Owners Corporation for a Residential Strata Scheme is not required to contribute to that cost or expense.
- (e) To the extent Members or their nominee, or any person acting on their behalf or at their direction, incurs any liability, loss, cost, expense or damage by reason of the exercise of any Step-In Rights pursuant to clause 71 that is reasonable in the circumstances (other than where such liability, loss, cost, expense or damage is incurred by the Member, its nominee or any person acting on their behalf or at their direction acting in bad faith, negligently or without reasonable care), such liability, loss, cost, expense or damage must be paid by the Supplier to the Member upon demand and must be deducted from any payment then due by the Member to the Supplier which may otherwise become due (including under a Supply Agreement). To the extent that a Member or its nominee incurs any liability, loss, cost, expense or damage, the Member must use reasonable efforts to mitigate such liability, loss, cost, expense or damage.
- (f) To the extent Members incurs any liability, loss, cost expense or damage by reason of the exercise of any Step-In Rights either:
 - (i) in circumstances where the Members had no entitlement to exercise its Step-In Rights; or
 - (ii) as a result of the Members, their nominee or any person acting on their behalf or at their direction acting in bad faith, negligently or without reasonable care,
 then the Members indemnify the Supplier for any Loss suffered.
- (g) For the purpose of clarity, neither the exercise by Members of their Step-In Rights under clause 71.2 ("Members Step-In Rights") nor the Member's liability, loss, cost, expense or damage under this clause 71.3 ("Step-In") will relieve the Supplier of any of its accrued obligations or liabilities under this deed.

71.4 Member Co-operation

In exercising Step-In Rights, Members must provide the Supplier:

- (a) with all information:
 - (i) reasonably requested by the Supplier in relation to the Member's operation of the Supplier's Infrastructure whilst exercising its Step-In Right; or

- (ii) that the Supplier, in its reasonable opinion, considers commercially relevant to the operation of the Supplier's Infrastructure upon Step-Out; and
- (b) upon Step-Out, a detailed report containing:
 - (i) a description of the actions taken by the Members in relation to the Supplier's Infrastructure during its exercise of the Step-In Rights; and
 - (ii) information which is material to the continued operation of the Supplier's Infrastructure upon Step-Out.

71.5 Supplier Co-operation

The Supplier must co-operate and use its reasonable endeavours to ensure that its agents, licensees, subcontractors and employees co-operate with Members in exercising any Step-In Rights including by:

- (a) permitting the Members or their nominee to take possession of the Supplier's Infrastructure and the relevant Green Utility Lot; and
- (b) providing any design documentation to the Members or their nominee as they are completed or updated; and
- (c) making available to the Members insurance proceeds or claims payable in respect of costs incurred or work done by the Members or their nominee in exercising its Step-In Rights; and
- (d) ensuring to the extent reasonably practicable that all contractual arrangements entered into after the date of this deed to which the Supplier is a party expressly contemplate and permit the exercise of Step-In Rights under this deed to the extent required; and
- (e) delivering to the Members or their nominee all manuals, records, plans and other information under the control of the Supplier and which is relevant to the design, construction, operation, maintenance or repair of the Supplier's Infrastructure and the relevant Green Utility Lot including:
 - (i) manuals and operating procedures and protocols for the Supplier's Infrastructure; and
 - (ii) maintenance records for the Supplier's Infrastructure; and
 - (iii) engineering specifications, design plans and survey plans (including any such plans not appropriately lodged for registration),

in (if applicable) a state and condition which complies with this deed at the relevant time.

71.6 Exercise of Step-In Rights will not affect other rights

The Member's election to exercise its Step-In Rights will not affect the right of any party to a Supply Agreement to terminate that document or any right of a Member at any time during the period of the exercise of its Step-In Rights nor affect any other claims or powers it may have. The exercise of Step-In Rights by Members will not render the Members liable for, or in respect of, the relevant event which triggered the Step-In Rights or any cure or remedy or mitigation of such an event.

71.7 Step-Out upon cure

Upon the event or circumstance which caused the Step-In Rights to be triggered being cured or otherwise overcome to the satisfaction of the Members (acting reasonably), the Members will promptly notify the Supplier and upon request by the Supplier, cease to exercise their Step-In Rights and provide a notice to the Supplier to that effect if:

- (a) there is no subsisting Step-In Event;
- (b) the request contains an undertaking in a form acceptable to the Stakeholder (acting reasonably) that the Supplier will immediately recommence full performance of its obligations under the Supply Arrangements; and
- (c) full payment is made, or arrangements satisfactory to the Members exist for full payment to be made, of any liability, loss, cost, expense or damage reasonably incurred by the Members arising from the Step-In Event together with interest at the Specified Rate from the date the cost has been incurred until paid in full.

71.8 Voluntary Step-Out

- (a) Members may cease to exercise their Step-In Rights at any time by notice to the Supplier.
- (b) Members must give reasonable prior notice, and in any event no less than 20 Business Days, to the Supplier of their intention to cease exercising its Step-In Rights.
- (c) Upon ceasing to exercise its Step-In Rights (whether in accordance with clauses 71.7, 71.8 or otherwise), Members must:
 - (i) notify the Supplier of that event; and
 - (ii) return possession of the Supplier's Infrastructure and the relevant Green Utility Lot to the Supplier.

71.9 Step-In for more than 6 months triggers Call Option

If the Members exercises their Step-In Rights and do not step-out after six months (whether in accordance with clauses 71.7, 71.8 or otherwise) the Members must exercise the Call Option granted under clause 72 on or before the date that is 12 months after the Members exercised their Step-In Rights.

71.10 Member's step-in subordinate to Major Commercial Members

- (a) The Members may only exercise the step-in rights granted under clause 71.2 if:
 - (i) the Major Commercial Members have not elected to exercise the step-in rights granted to them within 5 Business Days of the Members becoming entitled to exercise the Members' step-in rights; and
 - (ii) the exercise is authorised by an Ordinary Resolution. The Resolution may be passed at an Emergency Meeting.
- (b) The Stakeholder must notify the Committee as soon as reasonably practicable if the Major Commercial Members elect to exercise their step-in rights.
- (c) The costs incurred by the Members in exercising their step-in rights under this clause 71 are to be shared between the Members (and

recovered by way of a regular Administrative Fund contribution or a special Administrative Fund contribution, as determined by the Committee) in the same proportion that the Members would be responsible to contribute to fixed costs applicable to the Green Utility if it were a Shared Facility under clause 74 ("Converting the Green Utilities to Shared Facilities").

- (d) If the Stakeholder (on behalf of any Major Commercial Member) exercises its step-in rights in priority to the rights of the Committee under this clause 71:
- (i) the Stakeholder may cease to exercise its step-in rights (**step-out**) voluntarily at any time, including where the relevant step-in event is not subsisting; and
 - (ii) if the Stakeholder does not step-out within six months after exercising the step-in rights, the Stakeholder must, on or before the date that is 12 months after the Stakeholder exercised the step-in rights, exercise the Major Commercial Member's call option (to acquire the assets of the relevant Supplier or the shares in the relevant Supplier);
 - (iii) the Stakeholder must use reasonable endeavours to continue to supply the relevant Green Utility Services in accordance with the requirements of the Supply Agreements (subject to any interruption of service rights and the repair and unexpected maintenance provisions of the relevant Supply Agreements) and the BMS until such time as the Stakeholder steps-out, to the extent practicable having regard to the reasons for the exercise of the step-in rights and the circumstances subsisting at that time.

72 Call Option

72.1 Introduction

Under this clause 72, each Supplier grants to the Members a call option ("Call Option") over the Green Utility Assets owned by that Supplier. The Call Option is subject to and subsidiary to the call option granted to the Major Commercial Members as further provided for in clause 72.3(a)(i).

72.2 Call Option

- (a) Each Supplier grants to the Members an option for the Members to acquire the Green Utility Assets free from any Encumbrance, for the Call Option Transfer Price in accordance with this management statement.
- (b) The Members have paid \$1 to each of the Suppliers for the grant of each Call Option under this clause 72, receipt of which is acknowledged by each Supplier.
- (c) The Members may, and if clause 71.9 applies must, exercise the Call Option by delivering to the relevant Supplier the following documents:
 - (i) a Call Option Exercise Notice signed by the Chairperson as duly authorised agent for the Members;
 - (ii) a Transfer of Lease from the Supplier of the relevant Green Utility Lot to the Members or any nominee of the Members; and

- (iii) an Asset Sale Agreement in duplicate signed by the Chairperson as duly authorised agent for the Members.
- (d) Upon receipt of the Asset Sale Agreement, the Supplier must execute the Transfer of Lease and Asset Sale Agreement in duplicate and return them to the Committee within 7 Business Days of receipt.
- (e) Subject to termination of the Asset Sale Agreement in accordance with its terms:
 - (i) the Asset Sale Agreement binds the Supplier and the Committee even if the Supplier does not comply with clause 72.2(d); and
 - (ii) completion under the Asset Sale Agreement must occur on the Call Option Completion Date at a time and place nominated by the Members.
- (f) The costs incurred by the Members in exercising their rights under this clause 72 (including the amount payable to the Supplier for the Green Utility Assets purchased under the Call Option and the Asset Sale Agreement and any stamp duty and other transaction costs) are to be shared between the Members (and recovered from the Sinking Fund or by way of a regular Sinking Fund contribution or a special Sinking Fund contribution, as determined by the Committee) in the same proportion that the Members would be responsible to contribute to fixed costs applicable to the Green Utility if it were a Shared Facility under clause 74 ("Converting the Green Utilities to Shared Facilities").

72.3 Member's Call Option subordinate to Major Commercial Members

- (a) The Members may only exercise a Call Option if:
 - (i) the Major Commercial Members have not elected to exercise the call option granted to them within 40 Business Days of the Members becoming entitled to exercise the Member's Call Option; and
 - (ii) the exercise is authorised by a Unanimous Resolution. The Resolution may not be passed at an Emergency Meeting.
- (b) The Stakeholder must notify the Committee if:
 - (i) the 'Call Option Exercise Period' under its Security of Supply Deed has commenced; or
 - (ii) the Major Commercial Members have determined not to exercise the 'Call Option' under their relevant Security of Supply Deed; or
 - (iii) the 'Call Option Period' in which the Major Commercial Members can exercise their 'Call Option' under the relevant Security of Supply Deed has lapsed; or
 - (iv) the Major Commercial Members elect to exercise their 'Call Option' under the relevant Security of Supply Deed.
- (c) The Stakeholder, at the request and direction of the Major Commercial Members, agrees to take all action required by it under the security referred to in clause 67(c) to permit the Members to exercise the Call Option and complete the acquisition of the Green Utility Assets, whether under the Call Option or by negotiation.

73 Capital Improvements to Green Utilities

73.1 Introduction

Each Supplier grants to the Committee the right to require a Supplier to carry out capital improvements to the Green Utilities pursuant to this clause 73. Until the relevant Green Utility becomes a Shared Facility (in which case clause 74.3(b)(i) applies), the capital improvement rights granted to the Major Commercial Members are subject to and subsidiary to the rights of the Committee as further provided for in clause 73.16.

73.2 Capital Improvement Rights

The Committee may only exercise the rights granted under this clause 73 if the exercise is authorised by a Unanimous Resolution. The Resolution may not be passed at an Emergency Meeting.

73.3 Notice of Intention to carry out Capital Improvements

- (a) At least 60 Business Days (or such other period as the Supplier and the Committee agree in writing) prior to the issue of a Committee Capital Improvement Plan Request, the Committee must inform the Supplier in writing of its intention to issue a Committee Capital Improvement Plan Request ("**Notice of Intention to carry out Capital Improvements**"). The Notice of Intention to carry out Capital Improvements must provide a non-binding indication of the capacity and other technical, performance and operating targets the Committee wishes to achieve from the Capital Improvement and is issued to enable the parties to undertake preliminary work and preparation for the issue of the Committee Capital Improvement Plan Request in the event the Committee determines to issue such a request.
- (b) Within 40 Business Days (or such other period as the parties agree in writing) of receipt of a Notice of Intention to carry out Capital Improvements the Supplier must provide to the Committee a **Preliminary Capital Improvement Plan** which addresses all of the elements described in Part A of the Capital Improvements Schedule. The Committee will bear the reasonable costs associated with the preparation of a Preliminary Capital Improvement Plan. In the event the Committee issues a Capital Improvement Activation Notice in respect of a Capital Improvement which is based on that Preliminary Capital Improvement Plan and the Supplier proceeds to undertake that Capital Improvement, then the Supplier must reimburse the Committee within 20 Business Days of demand for the reasonable costs borne by the Committee in respect of that Preliminary Capital Improvement Plan.
- (c) Upon receipt by the Committee of a Preliminary Capital Improvement Plan:
 - (i) the parties will negotiate and agree the Capital Improvement Development Upfront Costs based on those submitted in the Preliminary Capital Improvement Plan;
 - (ii) the Committee and the Supplier agree to establish protocols in connection with the proposed Capital Improvement, including in relation to:
 - (A) the methodology proposed for the implementation of the Capital Improvement;
 - (B) the completion of a new set of charges for the supply of the Green Utility Service under the Supply Agreements,

which the Committee acknowledges will incorporate the capital, operating and efficiency costs and efficiency gains of the proposed Capital Improvement; and

- (iii) the Committee and the Supplier will exchange information that will assist them in complying with and facilitating the processes in this clause 73 ("Capital Improvements to Green Utilities").
- (d) If a Preliminary Capital Improvement Plan provides that a statutory approval or licence is required by the Supplier to implement a Capital Improvement, then the Committee may by written notice to the Supplier require the Supplier to seek that approval or licence. The Supplier must then use its reasonable endeavours to obtain that approval or licence as soon as possible. The Committee will bear the reasonable costs associated with the Supplier seeking that approval or licence. In the event that the Committee later issues a Capital Improvement Activation Notice and the Supplier proceeds to undertake a Capital Improvement, utilising the approval or licence so obtained by the Supplier, then the Supplier must reimburse the Committee within 20 Business Days of demand for the reasonable costs so borne by the Committee. The Committee may give a notice under this clause notwithstanding that it has rejected a Preliminary Capital Improvement Plan or issued a Suspension Notice.

73.4 Committee Capital Improvement Plan Request

- (a) Within 40 Business Days of receipt of the Preliminary Capital Improvement Plan, the Committee may do one of the following:
 - (i) request the Supplier to prepare and submit a Capital Improvement Plan in accordance with clause 73.5 ("Capital Improvement Plan Development") for the Capital Improvement set out in the Preliminary Capital Improvement Plan by providing written notification to this effect to the Supplier ("**Committee Capital Improvement Plan Request**");
 - (ii) request amendments to the Preliminary Capital Improvement Plan in order that the plan satisfactorily addresses all the elements described in Part A of the Capital Improvements Schedule in which event the Supplier must make amendments to the Preliminary Capital Improvement Plan which in the Supplier's reasonable opinion are necessary in order for it to meet those requirements and resubmit the plan within 15 Business Days (or such other period as the Committee and the Supplier agree in writing) and this clause 73.4(a) will re-apply;
 - (iii) reject the Preliminary Capital Improvement Plan; or
 - (iv) suspend the provisions of this clause for a fixed period or a period that may be ended by a notice from the Committee by providing written notification to this effect ("**Suspension Notice**") and upon a suspension ending, the 40 Business Day period in this clause 73.4(a) will start again for a full 40 Business Days.
- (b) Nothing in this deed obliges the Committee to issue a Notice of Intention to carry out Capital Improvements or a Committee Capital Improvement Plan Request.

73.5 Capital Improvement Plan Development

- (a) If the Committee issues a Committee Capital Improvement Plan Request in respect of a Preliminary Capital Improvement Plan, the

Supplier must, within 120 Business Days of the issue of the Committee Capital Improvement Plan Request, prepare and submit to the Committee a Capital Improvement Plan which addresses in reasonable detail all of the elements described in Part B of the Capital Improvements Schedule ("**Capital Improvement Plan**").

- (b) Prior to the delivery of a Capital Improvement Plan, the Supplier must
- (i) promptly provide details to the Committee of all goods and services which will contribute to the Capital Improvement Capital Costs which will not be the subject of a competitive tender process;
 - (ii) provide such information to the Committee at such times as the Committee may reasonably require (including the outcomes of any competitive tender process) which are reasonably necessary to determine a new set of charges for the supply of Green Utility Services under the Supply Agreements which will incorporate the capital, operating and efficiency costs and efficiency gains of the proposed Capital Improvement, including a binding offer from the Supplier of a new set of charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements;
 - (iii) use reasonable endeavours to obtain committed debt and equity funding for the Capital Improvement;
 - (iv) use reasonable endeavours to obtain all statutory approvals and licences identified in the Preliminary Capital Improvement Plan which are required in relation to the Capital Improvement; and
 - (v) use reasonable endeavours to enter into in-principle agreements with all relevant third parties for the upgrading or augmentation of any electricity distribution infrastructure identified in the Preliminary Capital Improvement Plan, which in each case are required to implement the Capital Improvement.
- (c) During the period stated in clause 73.5(a):
- (i) the Supplier will keep the Committee informed of its progress in meeting the requirements set out in this clause 73.5; and
 - (ii) the Committee will discuss high level versions of the draft or indicative Capital Improvement Plan (or parts thereof) that the Supplier submits during the 120 Business Day period for input and feedback from the Committee.
- (d) Unless the Committee directs the Supplier to the contrary, the Supplier must continue to use reasonable endeavours after the lodgement of a Capital Improvement Plan with the Committee to promptly obtain or undertake any items or actions referred to in clause 73.5(b)(i) to 73.5(b)(v) ("**Capital Improvement Plan Development**") which, despite its reasonable endeavours, it was not able to obtain or undertake prior to lodgement of the Capital Improvement Plan.
- (e) If the Committee notifies the Supplier that it wishes to obtain an independent Quantity Surveyor audit of any capital cost element of the Capital Improvement Capital Cost notified under clause 73.5(b)(i):

- (i) the Committee and Supplier must promptly agree on an independent Quantity Surveyor to carry out the audit and the terms of reference for the independent Quantity Surveyor;
- (ii) the independent Quantity Surveyor will be required to provide its audit report to the Committee and Supplier as soon as possible after their engagement;
- (iii) if the independent Quantity Surveyor audit determines that the capital goods or related services could be obtained for less than the amount set out in the Preliminary Capital Improvement Plan or Capital Improvement Plan, then the Preliminary Capital Improvement Plan or Capital Improvement Plan must be amended to substitute the lesser amount and the cost of the Quantity Surveyor audit must be borne by the Supplier; and
- (iv) the cost of the Quantity Surveyor audit will otherwise be borne by the Committee.

73.6 Capital Improvement Acceptance Notice

Within 30 Business Days of the receipt of the Capital Improvement Plan the Committee may, upon the passing of a Unanimous Resolution, notify the Supplier that the Committee approves the Capital Improvement based on the details provided by the Supplier in the Capital Improvement Plan or any amended Capital Improvement Plan following issue of an Amendment Notice and either:

- (i) including the binding offer from the Supplier of a new set of charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements; or
- (ii) excluding the binding offer from the Supplier of a new set of charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements, requiring the new set of charges to be determined under Part C of the Capital Improvements Scheme,

("Capital Improvement Acceptance Notice").

- (b) Within 30 Business Days of the receipt of the Capital Improvement Plan the Committee may, upon the passing of an Ordinary Resolution, do any one of the following:
 - (i) notify the Supplier that the Committee seeks one or more amendments to, or requests further information in respect of, the Capital Improvement Plan ("Amendment Notice");
 - (ii) reject the Capital Improvement Plan; or
 - (iii) suspend the provisions of this clause for a fixed period or a period that may be ended by a notice from the Committee and upon a suspension ending, the 30 Business Day period in this clause 73 will start again for a full 30 Business Days.

73.7 Amendment Notice

- (a) If the Committee issues an Amendment Notice:
 - (i) to the extent the Amendment Notice requires that the Capital Improvement Plan be amended to satisfactorily address all the

elements described in Part B of the Capital Improvements Schedule, the Supplier must make amendments to the Capital Improvement Plan which in the Supplier's reasonable opinion are necessary in order for it to meet those requirements and resubmit the Capital Improvement Plan within 20 Business Days (or such other period as the Supplier and Committee may agree in writing) and clause 73.6 ("Capital Improvement Acceptance Notice") will re-apply;

(ii) to the extent the Amendment Notice requests further information, the Supplier must deliver that information within 20 Business Days (or such other period as the Supplier and Committee may agree in writing) and clause 73.6 ("Capital Improvement Acceptance Notice") will re-apply;

(iii) to the extent that the Amendment Notice requires that the Capital Improvement Plan be amended in a manner with which the Supplier does not agree, within 20 Business Days of the Committee issuing an Amendment Notice, the Committee and the Supplier must use their best endeavours to negotiate in good faith and agree amendments to the Capital Improvement Plan which are acceptable to both parties and clause 73.6 ("Capital Improvement Acceptance Notice") will re-apply.

(b) If the Committee and the Supplier fail to reach agreement under clause 73.7(a)(iii) within the 20 Business Day period, then a Dispute will be taken to have arisen and the Committee may refer the unresolved issues in relation to the Capital Improvement Plan for resolution by an expert in accordance with clause 14 ("Dispute Resolution") of the relevant Asset Sale Agreement. In making any determination with respect to the cost of providing the Capital Improvement, the Expert must have regard to and, where appropriate, comply with Part B of the Capital Improvements Schedule. Upon the Expert's determination being made or the parties agreeing to an Amendment Notice, the Capital Improvement Plan will be amended in accordance with the Expert's determination and clause 73.6 ("Capital Improvement Acceptance Notice") will re-apply.

73.8 Capital Improvement Activation Notice

(a) Despite any other provision in this deed, if (and only if) one or more of the following conditions is satisfied:

- (i) 10 years have expired since the date of this deed; or
- (ii) the Supplier otherwise consents in writing,

then the Committee may issue a notice to the Supplier requiring the Supplier to undertake the Capital Improvement in respect of which the Committee has given a Capital Improvement Acceptance Notice in accordance with the Capital Improvement Plan ("**Capital Improvement Activation Notice**").

(b) Nothing in this deed obliges the Committee to issue a Capital Improvement Activation Notice.

(c) The Committee may at any time cancel a Committee Capital Improvement Plan Request, Capital Improvement Acceptance Notice, Amendment Notice or Capital Improvement Activation Notice (provided that the Committee must compensate the Supplier on demand for any reasonable costs and expenses (but not any loss of profits or revenue or similar) which the Supplier incurs as a result of the cancellation,

provided that the Supplier has first used reasonable endeavours to avoid or mitigate those costs and expenses).

73.9 Commencing construction of the Capital Improvement

- (a) If the Committee issues a Capital Improvement Activation Notice, then
- (i) the Supplier must carry out the Capital Improvement in accordance with the Agreed Capital Improvement Plan; and
 - (ii) each Member must provide its proportion calculated in accordance with Part E of the Capital Improvements Schedule ("Individual liability of each Member") of any capital to be provided by the Members under the Capital Improvement Plan in accordance with the terms set out in the Capital Improvement Plan provided that unless otherwise agreed between the Members, any such capital to be provided by the Members shall be provided by way of an interest bearing loan on ordinary commercial terms amortisable across the agreed life of the Supplier's Infrastructure the subject of Capital Improvement.

The Supplier is not required to commence construction work on the Supplier's Infrastructure in connection with a Capital Improvement until all of the following conditions are met:

- (i) the Members and the Supplier have agreed any necessary amendments to the Supply Agreements in relation to the Capital Improvement; and
- (ii) the Supplier and the Committee have agreed a new Capital Improvement; and
- (iii) all material statutory approvals and licences required to commence construction of the Capital Improvement have been or will be obtained; and
- (iv) if the Capital Improvement Activation Notice is issued after the expiry of the price validity period set out in the Capital Improvement Plan, the Committee has agreed to pay any reasonable costs of the Supplier caused by procuring the Capital Improvement after that expiry (to the extent such costs are not allowed in the price determination applicable during the price validity period).

73.10 Re-determination of supply charges

- (a) If the Committee gives a Capital Improvement Acceptance Notice qualified in accordance with clause 73.6(a)(ii) or if the Committee accepts a Supplier Initiated Capital Improvement Plan in accordance with clause 73.13, the Committee may require that the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements be determined independently, in which case Part C of the Capital Improvements Schedule applies.
- (b) The Supplier may, within 40 Business Days of the final determination of the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements under Part C of the Capital Improvements Schedule, elect by notice in writing to the Committee to reject the determination under Part C of the Capital Improvements Schedule, in which case:

- (i) the Committee may not issue a Capital Improvement Activation Notice; and
 - (ii) a Capital Improvement Failure will have occurred, resulting in the occurrence of a Call Option Period Commencement Date entitling the Committee to exercise the Call Option.
- (c) If the Committee exercises the Call Option within the Call Option Period commencing on the Call Option Period Commencement Date described in clause 73.3(b)(ii) and subsequently wishes to transfer the Supplier's Infrastructure to another independent operator (whether on the basis that Capital Improvements will be undertaken or not), the Committee may not enter into any such arrangements without first giving the Supplier the option for 40 Business Days to enter into the agreements and arrangements proposed to be entered into with the other independent operator on the same terms offered to the other independent operator. This right applies for a period of 10 years after the exercise of the Call Option, but, if the option arises and is not exercised, then the right ceases to apply subsequently.
- (d) If:
- (i) the Committee gives a Capital Improvement Acceptance Notice qualified in accordance with clause 73.6(a)(ii);
 - (ii) the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements have been determined independently under Part C of the Capital Improvements Schedule; and
 - (iii) the Supplier does not, within 40 Business Days of the final determination of the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements under Part C of the Capital Improvements Schedule, elect by notice in writing to the Stakeholder to reject the determination under Part C of the Capital Improvements Schedule,

then, if the Committee issues a Capital Improvement Activation Notice, the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements will be the charges for the supply of Green Utility Services determined under Part C of the Capital Improvements Schedule.

73.11 Cost reimbursement

- (a) If the Committee issues a Committee Capital Improvement Plan Request in accordance with clause 73.4 ("the Committee Capital Improvement Plan Request") in respect of which the Supplier lodges a Capital Improvement Plan subject to the Supplier having acted in good faith in developing the Capital Improvement Plan and complying with this clause 73.11, the Committee will pay the Capital Improvement Development Upfront Costs incurred by the Supplier in respect of the proposed Capital Improvement but up to a maximum of the amount agreed pursuant to clause 73.3(b).
- (b) If the Committee issues a Capital Improvement Activation Notice and the Supplier proceeds to undertake that Capital Improvement, then the Supplier must reimburse the Committee within 20 Business Days of demand for the reasonable costs borne by the Committee.

73.12 Capital Improvement risks

Other than as provided for in clause 73.3(a) ("Notice of intention to carry out Capital Improvements"), clause 73.8(b), clause 73.9(a)(i), clause 73.11 ("Cost reimbursement") or clause 73.15 ("Capital Improvements process not to release Supplier of obligations"), the Supplier must bear all costs and risks associated with:

- (a) implementing the Capital Improvement as required under this clause 73 in accordance with a Capital Improvement Plan; and
- (b) subject to clause 73.10 ("Re-determination of supply charges"), the amount or level of any change to the charges for the supply of Green Utility Services under the Supply Agreements to apply from completion of the Capital Improvements as agreed or determined under Part C of the Capital Improvements Schedule.

73.13 Supplier Initiated Capital Improvement

- (a) The Supplier may at any time develop and provide to the Committee a voluntary Capital Improvement Plan ("**Supplier Initiated Capital Improvement Plan**") in order to carry out a Capital Improvement.

The Supplier Initiated Capital Improvement Plan must contain the matters referred to in Part B of the Capital Improvements Schedule in form and content reasonably acceptable to the Committee and the Supplier must not undertake the Capital Improvement unless the Committee is satisfied (acting reasonably) that:

- (i) the proposed Capital Improvement will not adversely affect in a material respect the Supplier's ability to supply the Green Utility Services as required by, and to the standards specified in, the Supply Agreements (other than to the extent reasonably required during the construction phase of the Capital Improvement);
- (ii) the proposed Capital Improvement will comply with the required Licences; and
- (c) the implementation of the proposed Capital Improvement will not cause a breach in a material respect of any provision of this deed or any Supply Agreements.

73.14 Capital Improvement Failure

If an event or circumstance coming within one or more of paragraphs (a) to (d) of the definition of Capital Improvement Failure occurs, the Committee may give the Supplier a notice requiring the Supplier to remedy that event or circumstance.

73.15 Capital Improvements process not to release Supplier of obligations

- (a) The parties acknowledge that the Supplier is required to supply the Green Utility Services in accordance with each Supply Agreement for the term of the Supply Agreement and other than as provided for in this deed is not entitled to require the Members to contribute any capital to any Capital Improvement.
- (b) The contribution of capital by the Members under this clause 73 can only be required if the Members:
 - (i) have been requested to contribute capital as a part of the Capital Improvement Plan; and

- (ii) the Committee has issued a Capital Improvement Activation Notice in respect of that Capital Improvement Plan.

- (c) Unless the Members are required to contribute capital under clause 73.15(b), the Supplier accepts all risks in respect of, and must provide, all capital necessary to ensure that the Supplier's Infrastructure complies with the Supply Agreements and the Green Utility Services can be supplied in accordance with the Supply Agreements.

73.16 Major Commercial Members Capital Improvement Rights subordinate to Member's Capital Improvement Rights

- (a) The Major Commercial Members may not exercise their rights to elect to require a Supplier to carry out capital improvements if the Members have required the Supplier to carry out those capital improvements under this clause 73.
- (b) If the Major Commercial Members are considering to or wish to exercise their rights to elect to require a Supplier to carry out capital improvements, then before exercising their rights to do so they must first notify the Committee and give the Committee 60 Business Days within which to decide whether to require the Supplier to carry out those capital improvements under this clause 73.
- (c) This clause 73.16 only applies to a Green Utility during a GUS Period relevant to that Green Utility.

74 Converting the Green Utilities to Shared Facilities

74.1 Members may acquire Green Utilities

The Members have the power to acquire any of the Green Utility Assets from a Supplier or the Stakeholder, either pursuant to exercise of the Call Option or by negotiation.

74.2 When Green Utilities become a Shared Facility

A Green Utility becomes a Shared Facility if any of the following events occur:

- (a) the Members acquire the Green Utility Assets, either by way of exercise of the Call Option under clause 72 ("Call Option") or by negotiation; or
- (b) both:
 - (i) the Stakeholder acquires the Green Utility Assets either by way of exercise of the call option described under clause 67(b) ("Security of Supply of Green Utilities") or by negotiation; and
 - (ii) the Stakeholder elects, by notice in writing to the Committee, that the Green Utility Assets acquired by the Stakeholder should be a Shared Facility.

A Shared Facility Resolution is not required if a Green Utility becomes a Shared Facility under clause 74.2(a).

74.3 Consequences of a Green Utility becoming a Shared Facility

- (a) Once a Green Utility becomes a Shared Facility, then:
 - (i) the Committee must engage an Operator who is responsible for ensuring that the Green Utility is supplied to Barangaroo South; and

- (ii) each Member must enter into a Supply Agreement with respect to the supply of Green Utility Services from that Green Utility, in the form determined by the Committee from time to time (subject to clause 74.3(b)) or, pending the determination by the Committee of a form of supply agreement, in the same form as existed between that Member and the Supplier at the time the Green Utility became a Shared Facility (or on termination of that agreement if it gets terminated as a part of the Green Utility becoming a Shared Facility); and
- (iii) each Member must contribute towards the fixed costs of the Green Utility that are not recoverable under the cost of supply under the Supply Agreement in the proportions set out in the relevant item of Schedule 1; and
- (iv) the security of supply agreement and the securities described in clause 67 cease to apply to the Green Utilities that become Shared Facilities, except for the provisions relating to the rights of the Major Commercial Members to require capital improvements, which continue to benefit the Major Commercial Members and bind the Members after the Green Utility becomes a Shared Facility.

(b) The Committee may by Ordinary Shared Facility Resolution determine from time to time the terms and conditions applicable to Supply Agreements for the supply of Green Utility Services from Shared Facilities but subject to the following overriding requirements (which may only be varied by Unanimous Resolution altering this clause):

- (i) the rights of the Major Commercial Members to require capital improvements, which must continue to benefit the Major Commercial Members and bind the Members after the Green Utility becomes a Shared Facility, and the Committee must enter into such documents as are necessary to ensure those provisions benefit the Major Commercial Members and bind the Members at no cost to the Members; and
- (ii) the load shedding and priority arrangements described in clause 70 ("Load shedding and priority to apply") must continue to apply; and
- (iii) subject to the right of the Members to disconnect a Member for non-payment, each Member has a right to the supply of Green Utility Services from Green Utilities that are Shared Facilities on the terms of the Supply Agreement and may not be refused service; and
- (iv) each Member is entitled to be supplied with, and the Members must agree to provide, the Green Utility Services under the Supply Agreement to the highest of the standards and in accordance with the strictest protocols set out in the Supply Agreements in force at the time the Green Utility became a Shared Facility.

74.4 Capital Improvements by Major Commercial Members

If the Major Commercial Members elect to carry out capital improvements to a Green Utility once it is a Shared Facility:

- (a) the capital improvements must be carried out at no cost to the Members (other than the Major Commercial Members); and

- (b) the capital improvements must continue to benefit the Major Commercial Members; and
- (c) any capital provided by the Major Commercial Members in order to carry out the capital improvements may be provided by way of an interest bearing loan amortisable across the agreed life of the Green Utility, the subject of the capital improvement and at no cost to the Members (other than the Major Commercial Members).

75 Offer for supply of recycled water

75.1 Introduction

- (a) The RW Supplier must offer a first right of refusal to the Barangaroo Delivery Authority to take water produced by the RW Plant in accordance with this clause 75.
- (b) In addition to its right to take water produced by the RW Plant, the Barangaroo Delivery Authority may nominate one or more 'RW Nominees' (each being a Central Barangaroo Tenant) to whom offers for the supply of Recycled Water must be made, and who may accept the offer for the supply of Recycled Water in accordance with this clause 75.

75.2 Nomination of Central Barangaroo Tenants to accept Recycled Water

- (a) At any time prior to the RW Supplier giving a Notice of RW Offer in respect of a period of supply, the Barangaroo Delivery Authority may give written notice to the RW Supplier of any Central Barangaroo Tenants to whom the Barangaroo Delivery Authority requires the RW Supplier to make an offer for supply of Recycled Water (**RW Nominees**).
- (b) A notice nominating a RW Nominee must specify the following details of the relevant RW Nominee:
 - (i) the full legal name;
 - (ii) the ABN or ACN (as applicable);
 - (iii) the postal, email and telephone contact information; and
 - (iv) a relevant contact person.

75.3 Notice of Pricing Method

- (a) The RW Supplier must serve a written notice on the Barangaroo Delivery Authority:
 - (i) within 5 Business Days after the Date of Completion of the RW Export Works; and
 - (ii) thereafter, within 60 Business Days prior to the first, second, third and fourth anniversary of the Date of Completion of the RW Export Works; and
 - (iii) thereafter, within 60 Business Days prior to each fifth anniversary of the Date of Completion of the RW Export Works.
- confirming whether or not, as at the date of the notice, the price per kL of Recycled Water is determined by IPART.

- (b) If the price per kL of Recycled Water is determined by IPART, the RW Supplier must comply with clause 75.11 in seeking any review, approval, determination or other ruling by IPART in relation to the price for the supply of Recycled Water to the Barangaroo Delivery Authority and the RW Nominees by the RW Supplier.
- (c) If the price per kL of Recycled Water is not determined by IPART, the Barangaroo Delivery Authority and the RW Supplier must jointly determine the 'Comparable Rate' in accordance with clause 75.10.

75.4 Notice of RW Offer

- (a) The RW Supplier must serve a written notice on the Barangaroo Delivery Authority and (where relevant) each RW Nominee:
 - (i) at the times specified in clause 75.4(b); and
 - (ii) containing the details required under clause 75.4(c), offering to supply Recycled Water to the Barangaroo Delivery Authority and (where relevant) each RW Nominee (**Notice of RW Offer**).

For the purposes of clause 75.4(a), the RW Supplier must serve each Notice of RW Offer on the Barangaroo Delivery Authority and (where relevant) each RW Nominee:

- (i) within 20 Business Days after Date of Completion of the RW Export Works; and
- (ii) thereafter, within 40 Business Days prior to the first, second, third and fourth anniversary of the Date of Completion of the RW Export Works; and
- (iii) thereafter, within 40 Business Days prior to each fifth anniversary of the Date of Completion of the RW Export Works.
- (c) Each Notice of RW Offer issued pursuant to clause 75.4(b) must specify:
 - (i) the price per kL of Recycled Water which will be calculated:
 - (A) at a pricing rate determined by IPART (which must be the case if IPART has determined a pricing rate), in which case the RW Supplier must also specify that pricing rate; or
 - (B) if a pricing rate is not determined by IPART, the Comparable Rate in which case the RW Supplier must specify the rate determined in accordance with clause 75.10;
 - (ii) when and how the RW Supplier requires to be paid or reimbursed, as applicable, for the Recycled Water; and
 - (iii) the term for which the RW Supplier is offering to supply the Recycled Water, which will be:
 - (A) for each Notice of RW Offer made in accordance with clause 75.4(b)(i) and clause 75.4(b)(ii), a term of 12 months on and from the Date of Completion of the RW Export Works or the relevant anniversary of the

Date of Completion of the RW Export Works (as applicable); and

- (B) for each Notice of RW Offer made in accordance with clause 75.4(b)(iii), a term of 5 years on and from the relevant fifth anniversary of the Date of Completion of the RW Export Works.
- (d) A Notice of RW Offer is an irrevocable offer by the RW Supplier on the terms specified in the Notice of RW Offer.

75.5 Acceptance of RW Offer

- (a) Every offer made under clause 75.3 may be accepted:
 - (i) (in respect of an offer made to the Barangaroo Delivery Authority) by the Barangaroo Delivery Authority; and
 - (ii) (in respect of an offer made to a RW Nominee) by:

- (A) the relevant RW Nominee; or
- (B) the Barangaroo Delivery Authority as agent for the relevant RW Nominee,

by giving written notice to that effect (as applicable) to the RW Supplier within 20 Business Days after the date of service of the Notice of RW Offer and which must include the information required under clause 75.5(b) (**Notice of RW Acceptance**).

- (b) In its Notice of RW Acceptance, the Barangaroo Delivery Authority (and each RW Nominee as relevant) must specify:
 - (i) the quantity of Recycled Water that it requires; and
 - (ii) the quality of Recycled Water that it requires (which may be 100% reverse osmosis treated or any other standard of Recycled Water reasonably specified by the Barangaroo Delivery Authority),

for the term for which the RW Supplier is offering to supply the Recycled Water under the Notice of RW Offer. If the Authority acting reasonably requests a standard of Recycled Water that is not the subject of a pricing rate set out in the Notice of RW Offer, then the pricing rate must be either:

- (iii) the pricing rate determined by IPART for that standard and quantity of Recycled Water; or
 - (iv) the Comparable Rate applicable to that standard of Recycled Water for which IPART does not determine a price, in which case the RW Supplier must specify the rate determined in accordance with clause 75.10.
- (c) The quantity of Recycled Water that the Barangaroo Delivery Authority (and each RW Nominee as relevant) specifies that it requires for the term must not be greater than the amount of Recycled Water the Barangaroo Delivery Authority reasonably estimates will actually be consumed by

- (i) the Barangaroo Delivery Authority (in connection with its use and operation of Barangaroo Headland Park and Central Barangaroo); and
- (ii) each RW Nominee, as relevant (in connection with their use and operation of Central Barangaroo).

75.6 Supply of Recycled Water

- (a) As soon as practicable after the date of this management statement, the Barangaroo Delivery Authority and the RW Supplier must negotiate the form of the supply agreement for the supply of Recycled Water (pursuant to this clause 75), and such supply agreement will be based on the RW Supplier's then current standard form of Supply Agreement as amended to reflect the provisions of this clause 75.

- (b) If the Barangaroo Delivery Authority (or a RW Nominee where relevant), accepts a RW Offer, the RW Supplier must, within 30 Business Days of the date on which a Notice of RW Acceptance is given, commence to supply:
 - (i) the Barangaroo Delivery Authority with the amount of Recycled Water which the Barangaroo Delivery Authority has accepted under clause 75.5(a) and which must at all times at least meet the quality for recycled water as specified in the Notice of RW Acceptance and otherwise as required under the 'Supply Standards' contained in the Residential Supply Agreements, unless a different quality standard is agreed between the Barangaroo Delivery Authority and the RW Supplier; and
 - (ii) each RW Nominee (as relevant) with the amount of Recycled Water which each RW Nominee has accepted under clause 75.5(a) (as relevant) which must at all times at least meet the quality for recycled water as specified in the Notice of RW Acceptance and otherwise as required under the 'Supply Standards' contained in the Residential Supply Agreements, unless a different quality standard is agreed between the RW Nominee and the RW Supplier,

on the terms set out in the Notice of RW Offer and subject to clause 75.7.

- (c) Within 20 Business Days after the Barangaroo Delivery Authority (and each RW Nominee as relevant) accepts a RW Offer:
 - (i) the RW Supplier and the Barangaroo Delivery Authority; and
 - (ii) the RW Supplier and each RW Nominee (as relevant),

must enter into a supply agreement for the supply of Recycled Water in accordance with this clause 75 and in the form agreed under clause 75.6(a).

- (d) The RW Supplier's obligations under this clause 75 are not subject to, or conditional on, the parties entering into a supply agreement for the supply of Recycled Water and the rights of the Barangaroo Delivery Authority (and the RW Nominees as relevant) to receive the supply of Recycled Water from the RW Supplier in accordance with this clause 75 is not waived or forfeited as a result of the parties not entering into a supply agreement.

- (e) The Barangaroo Delivery Authority (and each RW Nominee as relevant) must pay to the RW Supplier:

- (i) an amount equal to price per kL; and
- (ii) on the terms set out in the Notice of RW Offer,

for that quantity of Recycled Water supplied by the RW Supplier to the Barangaroo Delivery Authority (and each respective RW Nominee as relevant) up to the amount accepted by the Barangaroo Delivery Authority (and each RW Nominee as relevant) under clause 75.5(a).

75.7 Disruption of supply due to Force Majeure event

- (a) If the RW Supplier is hindered in performing its obligations under clause 75.6 by a Force Majeure event, performance of those obligations is suspended to the extent that is reasonable in the circumstances.
- (b) The RW Supplier must notify the Barangaroo Delivery Authority after it becomes aware of any Force Majeure event affecting its ability to comply with its obligations under clause 75.6 and the steps taken to remedy it.
- (c) The RW Supplier must notify the Barangaroo Delivery Authority promptly after the Force Majeure event ceases.

75.8 Supply to third party

- (a) This clause 75.8 only applies during a GUS Period.
- (b) Subject to complying with its obligations pursuant to clauses 75.3, 75.6 and 75.7, the RW Supplier may offer to supply any uncommitted Recycled Water to a third party (including any person who is not an owner or occupier of land within Barangaroo).

75.9 Compliance with laws and regulations

The provisions of this clause 75 will be varied where inconsistent with any laws or regulations applicable to the supply of recycled water.

75.10 Determination of Comparable Rate

- (a) This clause 75.10 applies if (and on each occasion as applicable where), a pricing rate for the supply of Recycled Water is not determined by IPART immediately prior to:
 - (i) the Date of Completion of the RW Export Works; or
 - (ii) 60 Business Days prior to the first, second, third and fourth anniversary of the Date of Completion of the RW Export Works; or thereafter
 - (iii) 60 Business Days prior to each fifth anniversary of the Date of Completion of the RW Export Works.
- (b) If this clause 75.10 applies, for the purposes of clause 75.4(c)(i)(B), the comparable rate (**Comparable Rate**) will be jointly determined by the RW Supplier and the Barangaroo Delivery Authority (each acting reasonably) having regard to the (then current) market price (if such a market price exists) for the quality and quantity of recycled water required to be supplied as specified in the Notice of RW Acceptance in comparable markets. For the purposes of this clause 75.10, if the

Recycled Water to be supplied is the same quality as is supplied to other purchasers of Recycled Water within Barangaroo South, then the Comparable Rate is intended to reflect the rate payable by the Member of this management statement who has the most demonstrably comparable consumption levels of Recycled Water forecast for the term the subject of the Notice of RW Offer.

- (c) If the Barangaroo Delivery Authority and the RW Supplier cannot agree the Comparable Rate which is to apply for a period of supply prior to the date on which the RW Supplier is required to provide a Notice of RW Offer in respect of that period of supply, either party may give a Dispute notice under clause 83.3.

75.11 Determination of IPART rate

- (a) The RW Supplier must provide the Barangaroo Delivery Authority with a copy of any application, request or other submission in the form which the RW Supplier proposes to provide to IPART in relation to the determination of the price for the supply of Recycled Water to the Barangaroo Delivery Authority (or any of the RW Nominees) by the RW Supplier.

The RW Supplier must provide the copy of the application, request or other submission referred to in clause 75.11(a) to the Barangaroo Delivery Authority:

- (i) at least 5 Business Days prior to providing such application, request or other submission to IPART; or
- (ii) if, as a result of IPART's processes for such application, request or other submission, a further or updated application, request or other submission is required to be provided to IPART and, due to the timeframes required by IPART, it is not practicable for the RW Supplier to provide a copy to the Barangaroo Delivery Authority in accordance with clause 75.11(b)(i), as soon as reasonably practicable and in any case prior to providing such application, request or other submission to IPART.
- (c) The Barangaroo Delivery Authority must provide the RW Supplier with a copy of any application, request or other submission in the form which the Barangaroo Delivery Authority proposes to provide to IPART in relation to the determination of the price for the supply of Recycled Water to the Barangaroo Delivery Authority (or any of the RW Nominees) by the RW Supplier.
- (d) The Barangaroo Delivery Authority must provide the copy of the application, request or other submission referred to in clause 75.11(c) to the RW Supplier:
- (i) at least 5 Business Days prior to providing such application, request or other submission to IPART; or
- (ii) if, as a result of IPART's processes for such application, request or other submission, it is not practicable for the Barangaroo Delivery Authority to provide a copy to the RW Supplier in accordance with clause 75.11(d)(i), as soon as reasonably practicable and in any case prior to providing such application, request or other submission to IPART.
- (e) The RW Supplier must use all reasonable endeavours to keep the Barangaroo Delivery Authority informed of the progress of any submissions made to, or dealings with, IPART in relation to the matters

referred to in this clause 75.11 including (but not limited to), if requested by the Barangaroo Delivery Authority, procuring that the Barangaroo Delivery Authority is provided with all reasonable opportunities to consult with IPART in relation to the determination of the price for the supply of Recycled Water to the Barangaroo Delivery Authority (or any of the RW Nominees) by the RW Supplier.

- (f) Any application, request or other submission provided to IPART by the RW Supplier or the Barangaroo Delivery Authority under this clause 75.11 must have regard to the standard and quantity of water proposed to be supplied.
- (g) The Barangaroo Delivery Authority must use all reasonable endeavours to keep the RW Supplier informed of the progress of any submissions made to, or dealings with, IPART in relation to the matters referred to in this clause 75.11.

75.12 Operator to be appointed

During a period when there is no Operator of the RW Plant or when it is reasonably expected that there will not be an Operator of the RW Plant in the near future, the Committee must, if requested by a Major Commercial Member, appoint an Operator to operate the RW Plant, including to comply with the requirements under this clause 75.

75.13 Completion of works to supply Recycled Water

- (a) The parties acknowledge and agree that
 - (i) pursuant to the Barangaroo Stage 1 Project Development Agreement, the Developer is required to:
 - (A) carry out works to deliver the necessary infrastructure required to provide recycled water to Barangaroo Headland Park; and
 - (B) carry out the necessary testing and certification in order to commission and operate the relevant infrastructure that the Developer is required to carry out under clause 75.13(a)(i)(A),

(RW Export Works);

- (ii) the RW Export Works may comprise a component of works within a larger body of works carried out under the Barangaroo Stage 1 Project Development Agreement, as agreed between the Developer and the Authority, and
- (iii) nothing in this clause 75.13 requires the Developer to:
 - (A) provide infrastructure within any part of Barangaroo Central or Barangaroo Headland Park; or
 - (B) install infrastructure that is of a higher standard than that required under the Barangaroo Stage 1 Project Development Agreement.
- (b) Without affecting the rights and obligations of the parties under the Barangaroo Stage 1 Project Development Agreement, as soon as practicable after the date on which it reasonably considers the RW Export Works have been completed, the Developer must give

written notice to the Barangaroo Delivery Authority confirming that the RW Export Works have been completed.

- (c) Within 30 Business Days after the Barangaroo Delivery Authority receives a notice under clause 75.13(b), the Barangaroo Delivery Authority may give a notice to the Developer:
- (i) accepting that the RW Export Works have been completed;
 - (ii) requesting further information to confirm that the RW Export Works have been completed; or
 - (iii) rejecting that the RW Export Works have been completed and directing the Developer to carry out any works reasonably necessary in order to complete the RW Export Works.

If the Barangaroo Delivery Authority gives a notice under clause 75.13(c)(ii) or 75.13(c)(iii), the Developer must promptly, at its own cost, provide the further information or carry out the necessary works to complete the RW Export Works as specified by the Barangaroo Delivery Authority and the process under clauses 75.13(b) and 75.13(c) repeats until the Barangaroo Delivery Authority gives a notice accepting that the RW Export Works have been completed.

- (e) Within 60 Business Days after the date on which the Barangaroo Delivery Authority gives a notice under clause 75.13(c)(i), the RW Supplier must give a Notice of RW Offer to the Barangaroo Delivery Authority.

Barangaroo South – Building Management Statement

Part 8

Development Works, subdivisions and replacement management statements

76 Interpreting this part

76.1 Application of part

During the Development Period, this part 8 and the rights of the Developer under it apply despite any other provisions in this management statement.

76.2 References to the Developer

In this part 8, references to the Developer include all persons authorised by the Developer.

77 Development Works

77.1 Developer's rights

- (a) The Developer may carry out Development Works in Barangaroo South and is not required to obtain consent from you or the Committee to do so.
- (b) Without limiting clause 77.1, neither you nor the Committee may pass or purport to pass any Resolution, Shared Facility Resolution or Unanimous Resolution that affects, limits, amends, suspends or in any way terminates (or purports to do any of those things) the rights of the Developer under this part 8.

77.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Development Works. Clause 77.8 ("Development Works Applications") applies.

77.3 Access arrangements

The Developer may gain access via Shared Facilities and Common Property (where applicable) to any component in Barangaroo South to carry out Development Works, including the Carpark Accessway. If the Developer requires access to your part of Barangaroo South within the Car Park (other than a Shared Facility) to carry out Development Works:

- (a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and
- (b) you must act reasonably and provide the Developer with the requested access, and you must not require or seek to require the Developer to pay any fees in connection with access to your part of Barangaroo South except the Developer must reimburse you for the costs you incur for security and supervision in connection with providing that access.

77.4 Access restriction arrangements

Subject to any laws, regulations and the Barangaroo Delivery Authority's rights as the owner of the freehold title in Barangaroo South, the Developer may in its discretion:

- (a) restrict your access to all or any part of the Residue Lot in connection with carrying out Development Works; or
- (b) restrict your access to a Stratum Lot or Common Property Lot to the extent necessary to carry out Development Works on that Stratum Lot or Common Property Lot; or
- (c) restrict access as set out in clause 77.4(a) and clause 77.4(b) subject to the overriding protections reserved in clause 77.6 ("Overriding protections")

77.5 Works affecting Shared Facilities

The Developer may install new Shared Facilities as part of the Development Works. As part of the Development Works, the Developer may also:

- (a) temporarily disconnect existing Shared Facilities as part of the Development Works; and
- (b) augment existing Shared Facilities as part of the Development Works; and
- (c) relocate existing Shared Facilities.

In addition to its obligations under clause 77.3 ("Access arrangements"), the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required).

77.6 Overriding protections

The Developer may not exercise its rights under clause 77 ("Development Works") and clause 78 ("Leasing Activities") in any way which would:

- (a) cause a breach of any lease (the terms of which are as at the commencement date of that lease) of any part of Barangaroo South, being a lease which:
 - (i) the Developer has negotiated; and
 - (ii) is or was granted pursuant to an agreement for lease to which the Developer is a party; or
- (b) cause a rent abatement under a lease (the terms of which are as at the commencement date of that lease) of any part of Barangaroo South, being a lease which:
 - (i) the Developer has negotiated; and
 - (ii) is or was granted pursuant to an agreement for lease to which the Developer is a party;
- (c) be inconsistent with any laws or regulations or which would derogate from the Barangaroo Delivery Authority's rights as the owner of the freehold title in Barangaroo South.

The Developer must take all reasonable steps required to minimise the effect and duration of any restriction on access or disruption to any Owner or Occupier.

77.7 Rectifying damage

The Developer must promptly rectify any damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Development Works.

77.8 Development Works Applications

The Developer does not need consent from you or the Committee to make Development Works Applications to Government Agencies. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, each Owner and Member and the Committee must promptly give consent at no cost to the Developer.

77.9 Notice when Shared Facilities complete

The Developer must notify the Committee promptly and in accordance with clause 56.4 of the Developer to provide Shared Facilities information to the Committee when it completes Development Works for a Shared Facility.

78 Leasing Activities

78.1 Rights

The Developer may carry out Leasing Activities in Barangaroo South and is not required to obtain consent from you or the Committee to do so.

78.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Leasing Activities. Clause 78.5 ("Leasing Activities applications") applies.

78.3 Access arrangements

The Developer may gain access to parts of Barangaroo South via Shared Facilities and Common Property (where applicable) necessary to carry out Leasing Activities and where the Developer does so:

- (a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and
- (b) you must act reasonably and provide the Developer with the requested access, and you must not require or seek to require the Developer to pay any fees in connection with access to your part of Barangaroo South except the Developer must reimburse you for the costs you incur for security and supervision in connection with providing that access.

The Committee must not require or seek to require the Developer to pay any fees or costs in connection with such access to carry out Leasing Activities.

78.4 Rectifying damage

The Developer must promptly rectify damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Leasing Activities.

78.5 Leasing Activities applications

The Developer does not need consent from you or the Committee to make applications to Government Agencies for the purposes of carrying out Leasing Activities. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, each Owner and

Member and the Committee must promptly give consent at no cost to the Developer.

79 Subdivisions and registration of Subdivision Plans

79.1 Acknowledgements about subdivisions and their effect on this management statement

You acknowledge that:

- (a) the Developer may, subject to all necessary development approvals and consents being obtained from the relevant Government Agencies, subdivide the Residue Lot by Subdivision Plans; and
- (b) when the Developer subdivides the Residue Lot by Subdivision Plans, this management statement may be replaced by a new building management statement; and
- (c) it may be necessary to amend or replace this management statement with a new management statement if as a result of the registration of Subdivision Plans:
 - (i) the Shared Facilities in schedule 1 ("Shared Facilities Table") change; or
 - (ii) the Members contemplated in this management statement change; or
 - (iii) the subdivisions contemplated in this management statement change; or
 - (iv) the Members entitled to use Shared Facilities according to schedule 1 change; or
 - (v) the apportionment of costs for a Shared Facility changes.

79.2 Consenting to Subdivision Plans

You must, if required by the Developer, promptly consent (and in any event within 5 Business Days after a request by the Developer provide your consent and the consent of any person with a registered interest in your Stratum Lot) to registration of one or more Subdivision Plans for the Residue Lot or any part of it.

79.3 New management statement

You must, if required by the Developer, promptly consent (and in any event within 5 Business Days after a request by the Developer provide your consent and the consent of any person with a registered interest in your Stratum Lot) to the registration of a new building management statement with a Subdivision Plan to subdivide the Residue Lot into one or more Stratum Lots or Strata Schemes (or a combination of them).

79.4 Repealing this management statement

- (a) Subject to clause 24.7, the provisions of this clause 79.4(a) and clause 79.4(b) apply if a Subdivision Plan or new building management statement is to be registered for Barangaroo South according to this clause 79, clause 57 or as a consequence of the Developer's rights under this part 3:
 - (i) Members must vote in favour of a Unanimous Resolution to repeal this management statement, and any vote by a Member

that contravenes this clause 79.4(a)(i) is deemed to be a vote in favour of the relevant Unanimous Resolution; and

- (ii) Owners and Occupiers must give any consents required to repeal this management statement.
- (b) For the avoidance of doubt, a new building management statement must be in the same form as this management statement unless the change is required as a consequence of the registration of a Subdivision Plan (eg the addition of Members) or the change is authorised by:
 - (i) a Shared Facility Resolution in accordance with clause 57; or
 - (ii) in any other case, a Unanimous Resolution.

79.5 Amendment to this management statement

These provisions apply if an amendment to this management statement is required according to this clause 79, clause 57 or as a consequence of the Developer's rights under part 8:

- (a) Members must vote in favour of a Unanimous Resolution to amend this management statement, and any vote by a Member that contravenes this clause 79.5(a) is deemed to be a vote in favour of the relevant Unanimous Resolution; and
- (b) Owners and Occupiers must give any consents required to amend this management statement.

79.6 Subdivisions and Easements

It may be necessary or desirable, as part of the subdivision of the Residue Lot to:

- (a) create new Easements with a Subdivision Plan or by registration of a plan for Easement purposes; and
- (b) vary existing Easements with a Subdivision Plan or by registration of a plan for Easement purposes; and
- (c) extinguish existing Easements with a Subdivision Plan or by registration of a plan for Easement purposes; and
- (d) replace existing Easements; and
- (e) do any of the things in this clause 79.6(a) to (d) if required by Government Agencies.

You must

- (f) consent and obtain all necessary consents (including from your financier) to the creation of new Easements if they do not detrimentally affect the use of your Lot to a substantial extent or have otherwise been agreed to by you; and
- (g) consent and obtain all necessary consents (including from your financier) to the extinguishment or variation of existing Easements if the extinguishment or variation does not detrimentally affect the use of your Lot to a substantial extent or have otherwise been agreed to by you; and

- (h) despite clauses 79.6(f) and (g), consent to any of the things in clause 79.6(a) to (e) if those things are required by any Government Agency; and
- (i) consent and obtain all necessary consents (including from your financier) to replacement Easements if the replacement Easement is on terms no more onerous to you than the existing Easement or have otherwise been agreed to by you.

79.7 Endorsement of consent

You must, subject to this clause 79:

- (a) promptly sign all documents contemplated in this clause 79 if required by the Developer; and
- (b) subject to clause 79.4 ("Repealing this management statement"), promptly sign all documents required by the Developer to repeal this management statement; and
- (c) subject to clause 79.5 ("Amendment to this management statement") promptly sign all documents required by the Developer to amend this management statement; and
- (d) promptly produce or procure the production to the Registrar-General the certificate of title for your Lot if the Developer notifies you that production of the certificate of title is necessary to enable registration of all documents contemplated in this clause 79; and
- (e) do the things in this clause 79 more than once if required by the Developer.

The Developer must provide you with draft documents at least 40 Business Days before the Developer requests signature under this clause 79.7.

80 Effect of registering a new management statement

80.1 Statement continuation of provisions

The following provisions apply if a new building management statement is registered:

- (a) Service Contracts entered into by the previous Committee continue to apply; and
- (b) each new Member must become a party to each current Service Contract; and
- (c) Rules continue to apply; and
- (d) the Officers of the previous Committee continue to hold office (until they vacate or are dismissed from their position); and
- (e) clause 16.5 ("Certificate is evidence of matters in it") continues to have effect in respect of Outstanding Levy Certificates issued before registration of the new building management statement; and
- (f) consents given by the Committee according to clause 20 ("Consents by the Committee") continue to apply; and
- (g) Resolutions, Unanimous Resolutions and Shared Facility Resolutions continue to apply; and

- (h) bank accounts established by the Committee in the names of the Members continue to operate; and
- (i) the contractors approved by the Committee under clause 58 ("Using approved contractors") continue to apply; and
- (j) all consents and approvals under this part 8 continue to apply.

80.2 Financial statement

Immediately before a new building management statement is registered, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare and provide to each Member a financial statement for each of its accounts (from the date of the last financial statement) which contains the information in clause 50.1(b) ("Information to be included in a financial statement").

81 Developer's share during the Development Period

81.1 Developer's share of costs

The Developer acknowledges that the Developer (in its capacity as Owner of Lots which from time to time form part of the Residue Lot) must contribute to the cost of each Shared Facility on the basis set out in the Shared Facilities Table, notwithstanding that no Ground Lease may have been granted to the Developer.

81.2 Developer's votes

During the Development Period, the Developer's votes are determined in accordance with clause 38.2 ("How many votes does each Member have") with an uplift of an additional 20% of the aggregate voting proportions in respect of any motions for a resolution that would be inconsistent with the Developer's rights under clauses 76, 77, 78, 79, 80, 81 and 82.

82 Developer's contributions for Shared Facilities

82.1 Terms in this clause 82

Despite clause 89, terms used in this clause 82 that are defined in the Shared Facilities Table, have the meaning given under the Shared Facilities Table.

82.2 Gross Floor Area costs

- (a) Wherever in the Shared Facilities Table:
 - (i) any of T1, T3 and R8 & R9 Residential are included as Members Benefitted or Members entitled to use a Shared Facility;
 - (ii) the apportionment method for that Shared Facility is '3. By Area - GFA';
 - (iii) the Developer is not able to delay the provision of, hoard off or physically isolate the surplus elements the relevant Shared Facility or the Developer has been using the relevant Shared Facility in a shared nature during any relevant Financial Year; and

- (iv) any one or more of T1, T3 and R8 & R9 Residential is not the subject of a Ground Lease;

the Developer will contribute to the costs for the relevant Shared Facility as if it were T1, T3 or R8 & R9 Residential as applicable on the following basis:

- (v) for the purpose of calculating the Developer's contribution to the costs of the relevant Shared Facility as set out above, the Developer's Gross Floor Area (or GFA) is deemed to be 180,000sqm GFA less the GFA of each Lot the subject of a Ground Lease at that time;

- (vi) as and when each new Ground Lease for T1, T3 and R8 & R9 Residential is granted the Developer ceases to be required to contribute to the costs of the relevant Shared Facility in the place of the relevant Lot (being each of T1, T3, R8 & R9 Residential as applicable); and

the Developer ceases to be required to contribute to the costs of the relevant Shared Facility in the place of any of T1, T3 and R8 & R9 Residential once 180,000sqm of GFA of T1, T2, T3 and R8 & R9 Residential in aggregate is the subject of Ground Leases.

- (b) In such a case, calculating the Developer's Contributions (DC) the following calculation will be made:

$$DC = \text{Shared Facility (SF) cost} \times [(180,000 - \text{GFA of Lots with Ground Leases}) / 180,000].$$

By way of example, if T2 = 96,000sqm GFA and SF cost for say Cleaning of the Loading Dock was \$10,000, then the Developer's Staging Contribution would be:

$$DC = \$10,000 \times [(180,000 - 96,000) / 180,000] = \$5,333.$$

- (c) For the sake of clarity, and for the purposes of clause 36.2, where the Developer is responsible for contributing to Shared Facilities costs in accordance with this section, its voting power (where required to be determined in accordance with Gross Floor Area) will be based on a deemed Gross Floor Area of 180,000sqm, less the Gross Floor Area of each Lot the subject of a Ground Lease.

82.3 Consumption based costs

Wherever in this Shared Facilities Table:

- (a) any of T1, T3 and R8 & R9 Residential are included as Members Benefitted or Members entitled to use a Shared Facility;
- (b) the apportionment method for that Shared Facility is a method other than '3. By Area – GFA';
- (c) the Developer is not able to delay the provision of, hoard off or physically isolate the surplus elements the relevant Shared Facility or the Developer has been using the relevant Shared Facility in a shared nature during any relevant Financial Year; and
- (d) any one or more of T1, T3 and R8 & R9 Residential is not the subject of a Ground Lease;

the Developer will contribute to the costs for the relevant Shared Facility as if it were T1, T3 or R8 & R9 Residential as applicable on the following basis:

- (e) the Developer will contribute to the costs in accordance with the specified method of apportionment;
- (f) as and when each new Ground Lease for T1, T3 and R8 & R9 Residential is granted the Developer ceases to be required to contribute to the costs of the relevant Shared Facility in the place of the relevant Lot (being each of T1, T3, R8 & R9 Residential as applicable); and
- (g) the Developer ceases to be required to contribute to the costs of the relevant Shared Facility in the place of any of T1, T3 and R8 & R9 Residential once 180,000sqm of Gross Floor Area of T1, T2, T3 and R8 & R9 Residential in aggregate is the subject of Ground Leases.

Barangaroo South – Building Management Statement

Part 9 Miscellaneous

83 How to resolve Disputes

83.1 Interpretation

For the purpose of this clause 83, "party" or "parties" means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member or Owner or an Occupier.

83.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 83.

83.3 Dispute Notice

A party may give another party a Dispute notice if they are unable to resolve their Dispute under clause 83.2 ("Resolution of Disputes"). In the Dispute notice the party must:

- (a) describe what the Dispute is about; and
- (b) identify the provisions of this management statement or the law that applies to the Dispute; and
- (c) state the position of the party; and
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute notice.

83.4 Negotiation

Within 10 Business Days after a party gives a Dispute notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the day which is 10 Business Days after the Dispute notice was given; and
- (b) at Barangaroo South or by telephone conference.

83.5 Referring a Dispute to expert determination

- (a) If the parties cannot resolve their Dispute by negotiation, a party may give a determination notice requiring the parties to refer the Dispute to an independent expert for determination and appoint an expert to determine the Dispute.
- (b) If the Dispute is referred to an independent expert for determination then the parties to the Dispute:

- (i) must comply with the expert determination provisions in this clause 83; and
- (ii) nothing in this clause 83 prevents the parties from commencing court proceedings at any time seeking urgent interlocutory relief.

83.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a determination notice, a party may ask the president of the NSW Law Society to appoint an appropriate expert having regard to the nature of the Dispute and determine the remuneration of the expert.

83.7 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator; and
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

83.8 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

83.9 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence; and
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within one month after being appointed.

83.10 Binding effect

The expert's determination is final and binding on the parties to the Dispute without appeal so far as the law allows.

83.11 Expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause 83, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

83.12 Costs

The parties to the Dispute must equally share the costs for expert determination of their Dispute (unless the expert decides otherwise) and pay their costs in connection with the Dispute.

84 How to serve notices

84.1 Methods of serving notices

A notice must be:

- (a) delivered personally to the addressee; or
- (b) left at the Current Address of the addressee; or
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Fax Number of the addressee; or
- (e) sent to the Current Email of the addressee.

Any notices to be served on the Committee are to be addressed to the Secretary of the Committee.

84.2 When does a notice take effect?

A notice takes effect from the time it is received unless a later time is specified.

84.3 Receipt - post

If sent by post, a notice is taken to be received two Business Days after posting (or five Business Days after posting if sent to or from a place outside Australia).

84.4 Receipt - fax

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

84.5 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

84.6 Receipt - general

Despite clause 84.3 ("Receipt - post") and clause 84.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

84.7 Notices to the Committee

A notice (or other document) intended for the Committee must be served in accordance with the methods provided under clause 84.1 ("Methods of serving notices") to the Manager, or if the Committee has not appointed a Manager, the Chairperson.

85 GST

85.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

85.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

85.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

85.4 Reimbursement

Where one party ("payer") is liable to reimburse another party ("payee") for any expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be reduced by an amount equal to any input tax credit to which the payee (or its representative member) is entitled in respect of the Expenditure.

85.5 Registration of the Committee

- (a) If required by law, the Committee must be registered for GST purposes.
- (b) The Committee may by Ordinary Resolution register for GST purposes.
- (c) If the Committee is not registered for GST purposes, the Committee must provide each Member with all information reasonably required to enable it to comply with GST Law and for each Member to complete its GST return.

85.6 Interpretation

Words or expressions used in this clause 85 which are defined in the *New South Wales System (Goods and Services Tax) Act 1999* have the same meaning in this clause.

86 General

86.1 Discretion in exercising rights

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise), including by imposing conditions.

86.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier do not exercise a right or remedy fully or at a given time, they may still exercise it later.

86.3 Approvals and consents

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

86.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

86.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

86.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

87 Trustee limitation of liability

87.1 Application of clause

This clause 87 applies only to Trustee Members.

87.2 Capacity and limitation of liability

Each Trustee Member enters into this management statement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this management statement is limited and can be enforced against the Trustee Member only to the extent to which it can be satisfied out of the assets of the Trust out of which the Trustee Member is entitled to be indemnified for the liability or by exercise of rights under this management statement. This limitation of the Trustee Member's liability applies despite any other provisions of this management statement (except clause 87.4 ("Circumstances where limitation does not apply")) and subject to any contrary requirements of the law and extends to all liabilities and obligations of the Trustee Member in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this management statement.

87.3 Parties may not sue

Subject to any contrary requirements of the law, Members, Owners and Occupiers may not take any action to seek recourse to any assets held by the Trustee Member in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to the assets of the Trust), a liquidator, an administrator or any similar person to the Trustee Member or prove in any liquidation, administration or arrangement of or affecting the Trustee Member (except in relation to the assets of the Trust).

87.4 Circumstances where limitation does not apply

The provisions of this clause 87 do not apply to any obligation or liability of the Trustee Member to the extent that it is not satisfied because, under the deed constituting the Trust or by operation of law there is a reduction in the extent of the Trustee Member's indemnification out of the assets of the Trust as a result of the Trustee Member's fraud, negligence or breach of trust.

88 Custodian limitation of liability

88.1 Application of clause

This clause 88 applies only to Custodian Members

88.2 Capacity and limitation of liability

Members, Owners and Occupiers acknowledge that:

- (a) each Custodian Member enters into this management statement solely in its capacity as the custodian for the Trust, and not in its private or personal capacity; and
- (b) subject to clause 88.5 ("Custodian Member's personal liability") and any contrary requirements of the law, despite any other provision of this management statement, the liability of the Custodian Member under this management statement is at all times, and for all purposes, to be construed solely as a liability or obligation to be satisfied out of, and only to the extent of, the assets of the Trust ("**Scheme Assets**"), and in no circumstances will the Custodian Member be liable in its private or personal capacity.

88.3 Limited recourse

Where a Member, Owner or Occupier makes a claim or pursues a remedy against the Custodian Member in respect of any cause of action, claim or loss arising:

- (a) under or in connection with this management statement; or
- (b) in connection with any transaction, conduct or other agreement contemplated by this management statement,

(together, a "**Claim**"),

that Member, Owner or Occupier, subject to clause 88.5 ("Custodian Member's personal liability") and any contrary requirements of the law:

- (c) is only entitled to recover an amount which does not exceed the amount the Custodian Member actually recovers from the Scheme Assets by exercising its rights of indemnity under the constitution governing the Trust; and
- (d) is not entitled to pursue a remedy which would require the Custodian Member to expend monies in excess of the amount the Custodian Member is able and entitled to recover referred to in clause 88.3(c),

provided that the Custodian Member shall use its best endeavours to exercise its right of indemnity against the Scheme Assets.

88.4 Acknowledgment of limitations

Subject to clause 88.5 ("Custodian Member's personal liability") and any contrary requirements of the law, Members, Owners and Occupiers agree and acknowledge that they must not, in respect of any Claim:

- (a) bring proceedings against the Custodian Member in its personal capacity;
- (b) seek to appoint an administrator or liquidator to the Custodian Member;

- (c) commence the winding up, dissolution or administration of the Custodian Member; or
- (d) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Custodian Member.

88.5 Custodian Member's personal liability

The limitations of the Custodian Member's liability in clause 88.2 ("Capacity and limitation of liability") and 88.3 ("Limited recourse"), and the restrictions on the rights of Members, Owners and Occupiers under clause 88.4 ("Acknowledgment of limitations"), do not apply to the extent that the relevant Claim arises from the Custodian Member's fraud or gross negligence or breach by the Custodian Member of its duties under the *Corporations Act 2001* (Cwlth).

Barangaroo South – Building Management Statement

Part 10 Dictionary

89 Definitions

These meanings apply unless the contrary intention appears:

Acknowledgement Document means a document in or to the effect of the document in Schedule 6.

Administrative Fund means the fund established by the Committee according to clause 46 ("What funds must the Committee establish?").

Agreed Capital Improvement Plan means the Capital Improvement Plan the subject of a Capital Improvement Activation Notice.

Amendment Notice has the meaning given in clause 73.6(b) ("Capital Improvement Acceptance Notice").

Appointment Form means a form in or to the effect of the form in schedule 3 ("Appointment Form").

Asset Sale Agreement means an asset sale agreement substantially in the form attached in Schedule 9.

Barangaroo has the meaning given to that term in the *Barangaroo Delivery Authority Act 2009* (NSW).

Barangaroo Delivery Authority means the Barangaroo Delivery Authority constituted under the *Barangaroo Delivery Authority Act 2009* and its successors and assigns. Where appropriate in the context, "Barangaroo Delivery Authority" includes agents, employees, invitees and licensees of the Barangaroo Delivery Authority.

Barangaroo Delivery Authority Reserve Power is defined in clause 4.9 ("Barangaroo Delivery Authority Reserve Power").

Barangaroo Headland Park has the meaning given to that term in the *Barangaroo Delivery Authority Act 2009* (NSW).

Barangaroo Management Plan means the Barangaroo Management Plan registered in the general register of deeds and which is established by the Barangaroo Delivery Authority and which is binding on the Developer and each Owner under each Ground Lease.

Barangaroo South means all of the land comprising Barangaroo (other than Central Barangaroo and Barangaroo Headland Park) which as at the date of this management statement is comprised of lots 200 to 205 (both inclusive) in DP 1204948, a 10.

(a) includes any additional land which the Developer decides under part 8 will form part of Barangaroo South, with the consent of the Barangaroo Delivery Authority, which may be given or withheld in its discretion; and

- (b) excludes any part of lots 200 to 205 (both inclusive) in DP 1204948 which the Developer decides under part 8 ("Development Works, subdivisions and replacement management statements") will not form part of Barangaroo South, with the consent of the Barangaroo Delivery Authority, which may be given or withheld in its discretion.

Barangaroo Stage 1 Project Development Agreement means the document entitled Barangaroo Stage 1 Project Development Agreement dated 5 March 2010 between the Barangaroo Delivery Authority, the Developer and Lend Lease Corporation Limited, as varied from time to time and in the form publicly disclosed on the website www.barangaroo.com.

Barangaroo Works means the works defined as Barangaroo Works in the Barangaroo Stage 1 Project Development Agreement.

Basement means those parts of the Lots comprising Barangaroo South and located below ground level.

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney.

Call Option has the meaning given to it under clause 72 ("Call Option").

Call Option Completion Date means the date nominated by the Committee as the Call Option Completion Date in a Call Option Exercise Notice, which date must not be less than 10 Business Days after, and not more than 80 Business Days after the date of the Call Option Exercise Notice.

Call Option Exercise Notice means a notice to exercise the Call Option substantially in the form set out in Schedule 8.

Call Option Period means the period commencing on and from the Call Option Period Commencement Date and expiring 40 Business Days after that date. There may be more than one Call Option Period and they may run concurrently.

Call Option Period Commencement Date is the date that the Owner of the Green Utility Lot serves a notice on the Committee under clause 72.3(b)(ii) ("Member's Call Option subordinate to Major Commercial Members").

Call Option Transfer Price means the market value of the Green Utility Assets as determined under the Asset Sale Agreement.

Capital Improvement means any capital expenditure to replace or improve the capacity or technical and performance standards of the Supplier's Infrastructure.

Capital Improvement Acceptance Notice has the meaning given in clause 73.6(a) ("Capital Improvement Acceptance Notice").

Capital Improvement Activation Notice has the meaning given in clause 73.8(a) ("Capital Improvement Acceptance Notice").

Capital Improvement Capital Costs means the capital costs of a Capital Improvement set out in a Preliminary Capital Improvement Plan or a Capital Improvement Plan.

Capital Improvement Development Upfront Costs means the reasonable costs and expenses of the Supplier in preparing, submitting and finalising a Capital Improvement Plan but not exceeding the reasonable cap or maximum amount set out in a Capital Improvement Plan and agreed pursuant to clause 73.3(c) and clause 2(a) of Part A of the Capital Improvements Schedule.

Capital Improvement Failure means:

- (a) the Supplier does not provide to the Committee a Preliminary Capital Improvement Plan as required under clause 73.3 ("Notice of Intention to carry out Capital Improvements");
- (b) the Supplier does not provide to the Committee a Capital Improvement Plan as required under clause 73.5 ("Capital Improvement Plan Development");
- (c) the Supplier does not carry out a Capital Improvement in accordance with the Capital Improvement Activation Notice once it is required to do so under clause 73.9 ("Commencing construction of the Capital Improvement"); or
- (d) the Supplier does not otherwise comply with clause 73 ("Capital Improvement Obligation") in any material respect.

Capital Improvement Plan has the meaning given in clause 73.4 ("Capital Improvement Plan Development").

Capital Improvements Schedule means Schedule 10 to this management statement.

Carpark Accessway means an access or exist route to or from the Basement and which is a Shared Facility.

Central Barangaroo means the land described, as at the date of this management statement, as that part of lot 101 in DP 1204946 which excludes Barangaroo Headland Park.

Central Barangaroo Tenants means the tenants, from time to time, under leases granted by the Barangaroo Delivery Authority in relation to the land and improvements located within Central Barangaroo.

CCW Lot means lot 202 in DP 1204948.

Chairperson means the chairperson of the Committee.

Commercial Lots means Lots on which are erected structures comprising predominantly office uses, which as at the date of this management statement are proposed to be the Lots of which the C1 Owner, the C2 Owner, the T1 Owner, the T2 Owner, the T3 Owner, the C7 Owner and the C8 Owner are the Owners, as described in Schedule 7.

Commercial Owners means the Owners from time to time of Commercial Lots, except for the Developer.

Committee means the building management committee established and maintained by the Members under clause 7 ("Establishment and membership") and required by the Subdivision Legislation.

Committee Capital Improvement Plan Request has the meaning given in clause 73.4(a)(i) ("Committee Capital Improvement Plan Request").

Common Property has the meaning it has in the *Strata Schemes Management Act 1996* (NSW).

Common Property Lease means a Ground Lease of Common Property from the Barangaroo Delivery Authority to an Owners Corporation.

Common Property Lot means the premises the subject of a Common Property Lease.

Community Facility has the meaning given in the Stage 1 Project Development Agreement.

Comparable Rate has the meaning given to that term in clause 75.10(b).

Core Commercial Hours means the hours between 8am and 6pm on a Business Day.

Council means the Council of the City of Sydney.

Cost Review Report means a report prepared by an expert consultant which complies with clause 7.6(c) recommending the apportionment of costs of a Shared Facility amongst Members Benefitted.

Crown Integrated Resort means the integrated resort containing hotel rooms and suites, food and beverage outlets and a restricted gaming facility proposed to be developed within Barangaroo South by companies within the Crown Resorts Limited ACN 125 709 953 group.

Current Address means the current address, as notified from time to time by the relevant addressee to the Committee, at which a person may be served a notice or communication under this management statement in accordance with clause 36.2 ("How to serve notice of a Meeting").

Current Email means the current email address, as notified from time to time by the relevant addressee to the Committee, at which a person may be served a notice or communication under this management statement.

Current Fax Number means the current fax number, as notified from time to time by the relevant addressee to the Committee, at which a person may be served a notice or communication under this management statement.

Custodian Member means a Member who owns its Stratum Lot as custodian for a trust.

Date of Completion of the RW Export Works means the date on which the Barangaroo Delivery Authority gives a notice under clause 75.13(c) accepting that the RW Export Works have been completed.

Developer means Lend Lease (Millers Point) Pty Ltd (ABN 15 127 727 502) and includes its successors and assigns.

Development Consent means development approvals under the *Environmental Planning and Assessment Act 1979* (NSW) applicable to Barangaroo South (and any modifications to those development approvals).

Development Period has the meaning given to that term in clause 2.5 ("Development Period").

Development Works means all building, construction and development works which the Developer considers necessary or desirable to carry out on Barangaroo South land including:

- (a) building and demolition works; and
- (b) the installation, augmentation, connection and temporary disconnection of services; and

- (c) the installation and connection of Shared Facilities; and
- (d) the augmentation and temporary disconnection of existing Shared Facilities; and
- (e) changing the location of Shared Facilities; and
- (f) placing in Barangaroo South anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment.

Development Works Application means an application by the Developer (or a person authorised by the Developer) to a Government Agency for approval to carry out Development Works.

Dispute means any dispute between the Committee, the Members, Owners or Occupiers (or any of them) about:

- (a) the construction of this management statement; or
- (b) the rights or obligations of a Member, an Owner or an Occupier under this management statement; or
- (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions; or
- (d) the Committee passing or failing to pass a Resolution; or
- (e) amounts owing to the Committee under this management statement; or
- (f) the operation, maintenance, repair or replacement of a Shared Facility; or
- (g) the determination of the Comparable Rate for the purposes of clause 75.10.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of Barangaroo South.

Emergency Meeting means a meeting of the Committee convened in an emergency in accordance with part 4 ("Meeting procedures and resolutions").

EN Lot means lot 204 in DP 1204948.

Encumbrance means an interest or power

- (a) reserved in or over an interest in a Green Utility Asset including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes any agreement to grant or create any of the above.

Essential Shared Facility means each Shared Facility identified as an Essential Shared Facility in schedule 1.

Facilities Management Areas - see the definition in schedule 1 ("Shared Facilities Table").

Facilities Manager means the facilities manager appointed by the Committee according to clause 12 ("Appointing a Facilities Manager") (who may be one and the same as the Manager).

Financial Year means a financial year of the Committee determined according to clause 47 ("Financial Years").

Fire Safety Device means any item in a Lot or Common Property or comprising a Shared Facility (for example, part of the integrated fire system) which:

- (a) monitors the incidence of smoke, heat or fire; or
- (b) signals warnings of smoke, heat or fire; or
- (c) provides lighting or directional signals in the case of smoke, heat or fire; or
- (d) controls access in to and out of Barangaroo South in an emergency (for example, fire stairs); or
- (e) notifies the fire brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Barangaroo South; or
- (f) retards the spread of smoke, heat or fire through Barangaroo South; or
- (g) extinguishes fires in Barangaroo South (for example, hose reels and fire extinguishers); or
- (h) is required under statutory controls for fire safety.

Force Majeure means any event beyond the control of the relevant Supplier, including:

- (a) any act of God;
- (b) fire, explosion, flood, fog or bad weather, storm, lightning, epidemic;
- (c) war, revolution, outbreak of hostilities, riot, civil disturbance, acts of terrorism or any other unlawful act against public order or authority;
- (d) theft, malicious damage, strikes, lock-outs, or industrial action of any kind;
- (e) governmental regulation, requirement or seizure under legal process;
- (f) the act of any Government Agency (including refusal or revocation of a licence or consent);
- (g) power failure, failure of telecommunications lines, failure or breakdown of plant machinery or vehicles;
- (h) default of any suppliers, contractors or sub-contractors (including, for the avoidance of doubt, Sydney Water Corporation);
- (i) any failure or delay in obtaining necessary licences or authorisations;
- (j) in respect of the supply of Recycled Water to a customer by the relevant Supplier, inadequate quantities of wastewater being delivered to the RW Plant from the Supplier's customers to enable that Supplier to meet its contractual obligations;

- (k) any other event which a reasonable person could not foresee or reasonably make provision for or insure against; and
- (l) any cause or circumstance whatsoever beyond the control of the Supplier.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation

Grantor means a Member whose Lot is burdened by an Easement in respect of a Shared Facility.

Green Utilities means the facilities located in the CCW Lot, the RW Lot, the EN Lot.

Green Utility Assets means the relevant Supplier's interest in:

- (a) the facilities located in the relevant Green Utility Lot or in the site of any Easement benefitting that Lot;
- (b) the relevant Green Utility Lot; and
- (c) the relevant Supply Agreements.

Green Utility Lot means each of the CCW Lot, the EN Lot and the RW Lot.

Green Utility Service means any one of the Green Utility Services listed below.

Green Utility Services means the services supplied or to be supplied from the Green Utilities and includes:

- (a) the supply of chilled water, hot water and waste heat from the Green Utilities on the CCW Lot; and
- (b) the supply of recycled water and sewerage services from the Green Utilities on the RW Lot; and
- (c) the supply of network and connection services from the Green Utilities on the EN Lot; and
- (d) supply of energy from the Green Utilities.

Gross Floor Area has the same meaning as in the City of Sydney Local Environmental Plan 2011.

Ground Lease means a long term lease of a part of Barangaroo South with an initial term not less than 90 years (but not a development lease under the Barangaroo Stage 1 Project Development Agreement).

GST means any form of goods and services or similar value added tax.

GST Law means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies GST and any applicable ruling issued by the Commissioner of Taxation.

GUS Period means, in respect of each Green Utility, each period during the term of this management statement when that Green Utility is not a Shared Facility.

Initial Period has the same meaning as "initial period" in the *Strata Schemes Management Act 1996 (NSW)*

Insolvency Event means the occurrence of any of the following events:

- (a) an application is made to the court for an order that a party may be wound up;
- (b) an order is made that a body corporate be wound up;
- (c) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a party; or
- (d) a liquidator or provisional liquidator is appointed in respect of a body corporate, whether or not under an order.

Invitees means any guest, employee, agent or any other person who the Owner or Occupier consents to enter or remain within Barangaroo South, subject to this management statement.

Large Building means a commercial office building or an accommodation hotel building comprised in a Stratum Lot within Barangaroo South which, from time to time

- (a) is the subject of a Ground Lease;
- (b) is not the subject of a strata plan; and
- (c) has a gross floor area of greater than 20,000 m².

For the purposes of this deed, each of the buildings T1, T2 and T3 (as described in Schedule 7) are Large Buildings. If the Crown Integrated Resort is comprised within a Stratum Lot within the Resort Building, it will not be excluded from qualifying as a Large Building on account of it being a separate Stratum Lot within the Resort Building and that another Stratum Lot within the Resort Building being further subdivided to become a Strata Parcel. For clarity, the Members acknowledge that a Lot:

- (d) becomes a Large Building immediately upon satisfying the requirements for a Large Building as set out above; and
- (e) ceases to be a Large Building immediately upon it ceasing to satisfy the requirements for a Large Building as set out above.

Leasing Activities means the selling or leasing of Lots in Barangaroo South by the Developer (or persons authorised by the Developer) including:

- (a) placing signs in Barangaroo South, including on Common Property, which are associated with those activities; and
- (b) operating a sales office from one or more Lots owned or leased or licensed by the Developer or in respect of which the Developer has development rights under the Barangaroo Stage 1 Project Development Agreement; and
- (c) fitting out and operating one or more display suites and marketing suites in Lots owned or leased by the Developer or in respect of which the Developer has development rights under the Barangaroo Stage 1 Project Development Agreement.

Loading Docks means the Loading Dock Stage 1A and the Loading Dock Stage 1B and each of them separately as applicable.

Loading Dock Manager means a Service Contractor engaged to manage and administer the operation of a Loading Dock, and who must be the same person or entity engaged as Service Contractor in respect of the provision of Security Services in respect of the Loading Dock Stage 1A.

Loading Dock Stage 1A means the loading dock areas on levels B1 and B2 in Stage 1A of Barangaroo South which are available for use by the Members designated in Shared Facility 5.6.1, Shared Facility 5.6.2 and Shared Facility 5.6.3 in the Shared Facilities Table.

Loading Dock Stage 1B means the loading dock areas on levels within Stage 1B of Barangaroo South and which are available for use by the Members designated in Shared Facility 5.6.4 in the Shared Facilities Table.

Lot means a Strata Lot, a Common Property Lot and a Stratum Lot.

Major Commercial Members means an Owner of a Large Building.

Manager means the strata managing agent appointed by the Committee under clause 1 ("Appointing a Manager") (who may be one and the same as the Facilities Manager).

Maximum Daily Allocation means the maximum quantity of Recycled Water up to which the relevant Supplier agrees to supply to its customers on any day under and subject to the terms of a Supply Agreement.

Meeting means a meeting of the Committee held in accordance with part 4 ("Meeting procedures and resolutions") and includes a meeting held in writing according to clause 37.8 ("Special provisions for Meetings held in writing").

Member means each of:

- (a) the Owner of a Lot which is not a Strata Lot; and
- (b) the Barangaroo Delivery Authority; and
- (c) the Developer.

Member Benefitted means:

- (a) a Member who is entitled to use an Essential Shared Facility as indicated in the column titled "Member Benefitted" in schedule 1 ("Shared Facilities Table") as amended by any Unanimous Shared Facility Resolution passed under clause 57.3(a)(ii), or
- (b) in respect of an Optional Shared Facility:
 - (i) a Member who is entitled to use an Optional Shared Facility as indicated in the column titled "Member Benefitted" in schedule 1 ("Shared Facilities Table") unless that Member elects from time to time to cease being a Member Benefitted by service of an Optional Election Notice; and
 - (ii) a Member who elects from time to time to become a Member Benefitted by service of an Optional Election Notice

as set out in the Shared Facilities Register.

Member Entitled to Vote means:

- (a) in relation to any matter requiring an Ordinary Resolution, a Special Resolution or a Unanimous Resolution, a Member who has paid the Committee all of their Administrative Fund and Sinking Fund contributions and other money they owe the Committee under this management statement which are due and payable before the Meeting or Emergency Meeting at which the Resolution will be considered; and
- (b) if the motion deals with a Shared Facility and requires an Ordinary Shared Facility Resolution, a Special Shared Facility Resolution or a Unanimous Shared Facility Resolution:
 - (i) a Member who is entitled to use the Shared Facility; and
 - (ii) a Member who will be entitled to use the Shared Facility if the Resolution is passed; and
 - (iii) a Member in whose Strata Scheme or Stratum Lot the Shared Facility is located and whose Strata Scheme or Stratum Lot will be substantially and detrimentally affected if the Resolution is passed; and
 - (iv) if the motion deals with adding a Shared Facility, a Member who has indicated by written notice to the Committee prior to the relevant Meeting that it wishes to be entitled to use the Shared Facility,

being a Member who has paid the Committee all of their Administrative Fund and Sinking Fund contributions and other money they owe the Committee under this management statement which are due and payable before the Meeting or Emergency Meeting at which the Ordinary Shared Facility Resolution, the Special Shared Facility Resolution or Unanimous Shared Facility Resolution will be considered.

For all matters requiring Resolutions:

- (a) the Barangaroo Delivery Authority is deemed not to be a Member Entitled to Vote (but this does not affect the Barangaroo Delivery Authority's veto rights in respect of Barangaroo Delivery Authority Reserve Power);
- (b) the CCW Lot Owner, RW Lot Owner, and EN Lot Owner are deemed not to be Members Entitled to Vote.

Member's Parcel means:

- (a) in the case of a Member that is an Owners Corporation, the Strata Scheme that the Owners Corporation is the owners corporation for; and
- (b) in the case of other Members the Stratum Lot the subject of the Ground Lease to that Owner.

Membership Form means a form in or to the effect of the form in schedule 4 ("Membership Form")

Non-Category Owners means the Owners who are not from time to time either Commercial Owners or Residential Members as applicable.

Non-Commercial Lots means Lots which are not Commercial Lots.

Non-GUS Period means, in respect of each Green Utility, each period during the term of this management statement when that Green Utility is a Shared Facility.

Notice of RW Acceptance has the meaning given to that term in clause 75.5(a).

Notice of RW Offer has the meaning given to that term in clause 75.4(c).

Occupier means the occupier, lessee, licensee or person in occupation of a Lot (or part of a Stratum Lot). For the removal of doubt, Occupier includes a sublessee or holder of a subsidiary possessory interest in a Lot.

Officer means the Secretary, Treasurer or Chairperson.

Operator means a person engaged by the Committee to operate a Green Utility which is a Shared Facility. In the case of the Operator of the RW Plant, it must be an appropriately qualified and competent operator capable of operating the RW Plant, including performing the functions under clause 75, and who also satisfies the requirements of clause 58.

Optional Shared Facility Notice means a notice from a Member in relation to each Optional Shared Facility electing to:

- (a) become a Member Benefitted;
- (b) cease being a Member Benefitted; or
- (c) retain the status quo in relation to that Member's use of an Optional Shared Facility or Shared Facilities,

for the next Financial Year.

Optional Shared Facility means each Shared Facility identified as an Optional Shared Facility in schedule 1 for the relevant Members Benefitted.

Ordinary Resolution means a resolution that does not relate to a Shared Facility which is passed at a Meeting if:

- (a) not more than one half in value of votes is cast against the motion by Members Entitled to Vote; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

Ordinary Shared Facility Resolution means a resolution that relates to a Shared Facility which is passed at a Meeting if:

- (a) not more than one half in value of votes is cast against the motion by Members Entitled to Vote; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

Outstanding Levy Certificate means a certificate provided by the Committee under clause 16 ("Providing Outstanding Levy Certificates").

Owner means:

- (a) if a Ground Lease has been granted by the Barangaroo Delivery Authority in respect of a Lot;

- (i) in respect of a Stratum Lot, the holder of a Ground Lease, as further described in clause 4.3 ("Leasehold Interests") and clause 4.4 ("Stratum Lot Leases").
- (ii) in respect of a Strata Parcel, the Owners Corporation which is the holder of a Common Property Lease from the Barangaroo Delivery Authority, as further described in clause 4.3 ("Leasehold Interests") and clause 4.5 ("Common Property Leases"). The holder of a Strata Lot Lease is not a Lot Owner,

and, for the purpose of this definition, in determining the identity of the Owner from time to time in respect of a Lot, the Owner is taken to be:

- (i) the lessee recorded in the folio identifier of that Lot as entitled to a leasehold estate in that Lot for the time being; and
- (ii) if the Lot is subdivided or resubdivided, the lessees recorded in the folio identifier of that Lot as entitled to a leasehold estate in the new Lots for the time being; and
- (iii) a mortgagee in possession of a Lot,

but does not include a sublessee from a lessee of the Lot; or

- (b) if no Ground Lease exists in respect of a Lot, the Owner in respect of a Lot means the Developer.

A reference to an Owner of a Lot or in respect of a Lot is to be construed accordingly, and not to the Barangaroo Delivery Authority as the freehold owner of the Lot.

Owners Corporation means an owners corporation for a Strata Scheme at Barangaroo South (if any).

Plant means the plant, being the facility located at the relevant Green Utility Lot which is used or operated to supply the Green Utility Service.

Preliminary Capital Improvement Plan has the meaning given in clause 73.3(b) ("Notice of Intention to carry out Capital Improvements").

Principal Supply Agreement means a Supply Agreement with a Major Commercial Member.

Proxy Form means a form in or to the effect of the form in schedule 5 ("Proxy Form").

Public Domain means land which is not the subject of a Ground Lease and which consists of an area intended for the use and enjoyment of members of the public in accordance with Concept Plan 06_0162 – Barangaroo (as amended from time to time).

Quantity Surveyor has the meaning given in the relevant Asset Sale Agreement.

Recycled Water means water of a quality specified in the Recycled Water Specification.

Recycled Water Specification means the quality specification for Recycled Water delivered by the relevant Supplier set out in the Supply Agreement.

Representative means a natural person appointed by each Member to represent that Member at Meetings and Emergency Meetings.

Required Licences means all licences or permits required by a Government Agency to be held by the Supplier to operate the Supplier's Infrastructure or for the provision of the Green Utility Service.

Residential Development Consent means development consent number MP11_0002 or any modification of that consent.

Residential Occupiers means the occupiers of Strata Lots within the Residential Strata Scheme.

Residential Strata Scheme means a strata scheme created over land the subject of the Residential Development Consent and each other strata scheme created in Barangaroo South for residential use, other than for use as a hotel.

Residential Supply Agreements means the Supply Agreements substantially in the form contained in Schedule 11.

Residue Lot means a lot in Barangaroo South that has not become the subject of a Ground Lease.

Resolution means each of:

- (a) an Ordinary Resolution; and
- (b) an Ordinary Shared Facility Resolution; and
- (c) a Special Resolution; and
- (d) a Special Shared Facility Resolution; and
- (e) a Unanimous Resolution; and
- (f) a Unanimous Shared Facility Resolution.

Resort Building means the building structure that contains the Crown Integrated Resort.

Road means the land which is not the subject of a Ground Lease and which consists of trafficable surfaces, pathways, kerbs and guttering for vehicular access in accordance with the development approval Concept Plan 06_0162 – Barangaroo as amended from time to time (but excluding any waterproof membrane).

Rules means rules made by the Committee according to clause 8.5 ("Making Rules").

RW Export Works has the meaning given to that term in clause 75.13(a).

RW Lot means lot 203 in DP 1204948.

RW Nominee means each Central Barangaroo Tenant nominated by the Barangaroo Delivery Authority to accept the supply of Recycled Water under clause 75.2(a).

RW Plant means the central recycled water plant located within the RW Lot and any associated infrastructure, including pipework, metering equipment and other apparatus throughout Barangaroo South to the extent that that associated infrastructure is the subject of an easement in favour of the RW Lot.

RW Supplier means:

- (a) (during a GUS Period) the Water Services Supplier; or
- (b) (during a Non-GUS Period) the Committee, including any Operator engaged by the Committee to operate the RW Plant.

Secretary means the secretary of the Committee.

Security Key means a key, magnetic card or other device or information used in Barangaroo South to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

Security of Supply Deed means a security of supply deed between a Supplier and the Stakeholder.

Security Services see the definition in schedule 1 ("Shared Facilities Table").

Selected Parcel has the meaning given to that term in clause 2.7 ("The Developer may change the subdivision method in its discretion").

Service Contract a contract entered into between the Committee and a Service Contractor.

Service Contractor means a person who provides services to the Committee including, operational, maintenance, repair and replacement services for Shared Facilities.

Shared Facilities means:

- (a) the items in clause 56.2 ("What do Shared Facilities include?"); and
- (b) services, facilities, machinery, equipment and other items able to be used by more than one Member; and
- (c) other facilities and services stated to be Shared Facilities under this management statement.

Shared Facilities do not include Green Utilities unless they become a Shared Facility under clause 74 ("Converting the Green Utilities to Shared Facilities").

Shared Facilities Plan means the plan in schedule 2 ("Shared Facilities Plan") which shows the location of various Shared Facilities.

Shared Facilities Register means a list of the Facilities and Services that the Committee determines in accordance with this management statement is a Shared Facility. The Register must also include details of the Members Benefitted for each Shared Facility from time to time.

Shared Facilities Table means the Shared Facilities Table in Schedule 1.

Shared Facility Resolution means an Ordinary Shared Facility Resolution, a Special Shared Facility Resolution or a Unanimous Shared Facility Resolution (as applicable).

Sinking Fund means the fund established by the Committee according to clause 46.2 ("Sinking Fund").

Special Resolution means a resolution that does not relate to a Shared Facility which is passed at a Meeting if:

- (a) not more than one quarter in value of votes is cast against the motion by Members Entitled to Vote; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

Special Shared Facility Resolution means a resolution in relation to a Shared Facility which is passed at a Meeting if:

- (a) not more than one quarter in value of votes is cast against the motion by Members Entitled to Vote; and
- (b) if the resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the resolution.

Specified Rate means on any day, 2% per annum above the Reserve Bank of Australia cash rate.

Step-in Event means each of:

- (a) the Supplier failing to provide the relevant Green Utility Service in accordance with the Supply Agreements and the expiry of all grace and cure periods available to the Supplier; or
- (b) the repudiation by the Supplier of its obligation to provide a Green Utility Service under substantially all of the relevant Supply Agreements; or
- (c) the Supplier advising the Stakeholder that it will not be able to materially comply with this management statement or the relevant Supply Agreements or substantially all of the relevant Supply Agreements; or
- (d) the cancellation, suspension or lapsing of a Required Licence; or
- (e) the subsistence of an Insolvency Event in respect of the Supplier which the Stakeholder believes on reasonable grounds will result in the Supplier ceasing to provide a Green Utility Service in accordance with the relevant Supply Agreements.

Step-in Rights includes the right of Members to:

- (a) enter and take possession of the relevant Green Utility Lot and the Supplier's Infrastructure; and
- (b) enter the Plant; and
- (c) use the Supplier's Infrastructure to provide Green Utility Service for supply to the Members and other customers; and
- (d) perform the Green Utility Service in place of the Supplier; and
- (e) subject to the terms of this management statement, exercise the Supplier's rights or comply with the Supplier's obligations under any other contractual arrangement to which the Supplier is a party; and
- (f) act as the Supplier's disclosed agent.

Step-Out means a step-out under clauses 71.7 ("Step-Out upon cure") or 71.8. ("Voluntary Step-Out") (as applicable).

Strata Lot means a lot in a Strata Scheme.

Strata Parcel means each stratum lot within Barangaroo South which is subdivided by a Strata Plan.

Strata Plan means a strata plan under the *Strata Schemes (Leasehold Development) Act 1986 NSW*.

Strata Scheme means a leasehold strata scheme under the *Strata Schemes (Leasehold Development) Act 1986 NSW*.

Stratum Lot means a lot in the Stratum Plan which has not been subdivided by a Strata Plan.

Stratum Plan means DP 1204948, and each plan which further subdivides any lot in DP 1204948.

Subdivision Legislation means the *Conveyancing Act 1919*.

Subdivision Plan means a Strata Plan or a subdivision plan which subdivides a Stratum Lot, or part of a Stratum Lot, into two or more Stratum Lots (or a combination of both).

Substitute Representative means a natural person appointed by a Member as a substitute for their Representative.

Substitution means replacement of an existing Shared Facility with comparable equipment of substantially similar specifications. **Substitute** and **Substituted** have corresponding meanings.

Supplier means a sub lessee of a Green Utility Lot who is operating a Green Utility.

Supplier's Infrastructure means the Plant and all ancillary infrastructure, plant and equipment throughout Barangaroo South that relates to the operation of that Plant from which the occupier of the relevant Green Utility Lot benefits (including by way of easement, under this management statement or otherwise) except infrastructure, plant and equipment which is beyond the connection point to a Stratum Lot or Strata Parcel.

Supplier Initiated Capital Improvement Plan has the meaning given to it in clause 73.13(a) ("Supplier Initiated Capital Improvement").

Supply Agreement means an agreement, including a connection agreement, for the supply of or connection to Green Utility Services either:

- (a) between a Member and Supplier; or
- (b) by a Member or Occupier when the Green Utility is a Shared Facility,

excluding such agreements in relation to lots in a Strata Scheme forming part of an accommodation hotel resort building.

Suspension Notice has the meaning given in clause 73.4(a) ("Committee Capital Improvement Plan Request").

T1 Lot means the component of Barangaroo South referred to in Schedule 7 as "T1", which at the date of registration of this management statement is proposed to be a Lot created by the future subdivision of part of the Residue Lot.

T1 Owner means the Owner of the T1 Lot from time to time.

T3 Lot means the component of Barangaroo South referred to in Schedule 7 as "T3", which at the date of registration of this management statement is proposed to be a Lot created by the future subdivision of part of the Residue Lot.

T3 Owner means the Owner of the T3 Lot from time to time.

Transfer of Lease means a transfer of lease form 01TL completed with the relevant details of the sub lease of the Green Utility Lot.

Treasurer means the treasurer of the Committee.

Trust means:

- (a) in relation to each Trustee Member, the trust in respect of which the Trustee Member owns its Stratum Lot as trustee; or
- (b) in relation to each Custodian Member, the trust in respect of which the Custodian Member owns its Stratum Lot as custodian.

Trustee Member means a Member who owns its Stratum Lot as trustee of a Trust.

Unanimous Resolution means a resolution passed at a Meeting against which:

- (a) no Member Entitled to Vote casts a vote; and
- (b) if the Resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the Resolution.

Unanimous Shared Facility Resolution means a resolution in relation to a Shared Facility which is passed at a Meeting against which:

- (a) no Member Entitled to Vote casts a vote; and
- (b) if the Resolution comprises a Barangaroo Delivery Authority Reserve Power, the Barangaroo Delivery Authority has not exercised its right to veto the Resolution.

Upgrade means improving the performance, amenity or technical specifications of an existing Shared Facility other than by Substitution.

Waiver means the waiver by the Registrar-General described in clause 1.6 ("Waiver by Registrar-General from the requirements of the Strata Schemes (Leasehold Development) Act 1986") and attached as Annexure "B".

90 Interpretation

90.1 References to certain terms

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

- (a) a document (including this management statement) includes any variation or replacement of it; and
- (b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and

(c) 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; and

(d) the singular includes the plural and vice versa; and

(e) the word "you" means a Member, an Owner or an Occupier; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) or assigns; and

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; and

(i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and

the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

(k) if an act under this management statement 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; and

(l) if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

90.2 Headings

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

Barangaroo South – Building Management Statement

Schedule 1 - Shared Facilities Table (Barangaroo South)

Part A – Definitions

The following meanings apply in this Schedule unless the contrary intention appears and other terms have the same meaning as that given to them in the management statement.

1. T1 means the T1 Owner (noting that under certain development consents, T1 is also known as C3);

2. T2 means the T2 Owner (noting that under certain development consents, T2 is also known as C4);

3. T3 means the T3 Owner (noting that under certain development consents, T3 is also known as C5);

4. R8 & R9 Residential means the R8 & R9 Residential Owner

5. R8 & R9 Retail means the R8 & R9 Retail Owner

6. Infrastructure Lots means the CCW, RW and EN Owner

7. BL means the Bike Lot Owner

8. H1 means the H1 Owner;

9. R4 & R5 Retail means the R4 & R5 Retail Owner

10. R4 Residential means the R4a and R4b Residential Owner

11. R5 Residential means the R5 Residential Owner

Note: some of the parties listed above are included for indicative purposes only they are, at the date of the management statement, only intended or proposed future Members (as per Schedule 7 of the management statement)

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Part B – Shared Facilities Table (Barangaroo South)

The principles of a Shared Facilities agreement are such that the costs associated with the running of the shared facilities are apportioned across all users. Over the life of the property this may change in terms of total cost and the appropriate apportionment as the Australian market changes and also usage by the occupants and demand changes. The apportionments detailed below are a guide to how the Shared Facilities costs will be apportioned and are based upon the principal of usage. 100% of the cost must be apportioned and therefore should this usage rise and fall accordingly. Should during the life of the asset the methodology be determined to no longer properly reflect usage then the Shared Facilities Manager may amend the methodology to reflect appropriate usage and cost.

Operation and Capital Costs

The apportionment of the costs associated with the Shared facilities will include both day to day operational costs and also the Capital Replacement of equipment that has ceased its useful life. The apportionment table does not detail any sinking fund requirements however the Owners Committee should consider the proper budgeting of Administration and Sinking Funds and apportionment based upon the Shared Facilities Table.

Comments:

- 1.0 Administration
- 2.0 Contractors, Equipment & Services
- 3.0 Infrastructure & Systems
- 4.0 Management / Control Systems
- 5.0 Shared Structure, Areas, Access ways & Rooms
- 6.0 Utilities

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
1.0	Administration				1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
1.1	Administration & Management				

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
1.1	Auditor	Appointed by BMC to audit its financial accounts as noted in the Building Management Statement. Includes all costs to perform this role.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots *Bike Lot	Essential	1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast. 5. Other - The same proportion of total Shared Facilities contribution.
1.1.2	Facility Manager	Appointed by the BMC to manage the shared facilities. Includes Facility Manager's management fee, staff salaries and on-costs and all other related costs to perform this role including all incidental costs such as office costs, equipment hire, phone, computer, furniture etc.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots *Bike Lot	Essential	5. Other - The same proportion of total Shared Facilities contribution
1.1.3	Manager	Appointed by the Building Management Committee (BMC). Includes Manager's Management Fees, salary and on-costs, disbursements and all other related costs to perform this role.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots *Bike Lot	Essential	5. Other - The same proportion of total Shared Facilities contribution

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
1.4	Consultants and Advisors	Consultants and Advisors appointed to provide technical advice on the Management of the Shared Facilities. This may include but is not limited to: 1. Traffic Management consultancy 2. Engineering advice and consultancy on systems and replacement and upgrade as required 3. Project Management	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots, *Bike Lot		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
1.2	Insurance				
1.2.1	Insurances - Damage Policy pursuant to clause 3, Schedule 8A Conveyancing Act 1919 (NSW) and with s83 of the Strata Schemes Management Act 1996 for the relevant owners corporation members	The damage policy must provide for: - the rebuilding of the building, or the replacement of the building by a similar building, in the event of its destruction. This replacement must be no less extensive than the original building and the condition no worse than the original building was when new; - Loss of income incurred during the period of reconstruction of the building - the repair of damage to, or restoration of the damage to part of, the building in the event it has been damaged but not destroyed, so that the repair or restored part is no less extensive than the original part and is in a condition no worse than the original part was in when new; - the payment of expenses incurred in the removal of debris; and	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots, Bike Lot	Essential	5. Other - % on property replacement valuation

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		- the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration. - Incident management costs relative to make safe emergency works required directly after a significant incident of destruction.			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
1.2.2 Other Insurance		Costs for insurance include those required under clause 4 of Schedule 8A of the <i>Conveyancing Act 1919</i> (NSW) and s88 of the <i>Strata Schemes Management Act 1996</i> for the relevant owners corporation members including, without limitation: - any insurance required by law, including any insurances required by the <i>Workers Compensation Act 1987</i> and the <i>Workplace Injury Management and Worker's Compensation Act 1998</i>; - machinery breakdown insurance; - office bearers insurance; - fidelity guarantee insurance; - public liability insurance, including in respect of areas external to Barangaroo South but which are Shared Facilities; - premiums under other policies effected by the Committee according to this building management statement; - excesses on insurance policies effected by the Committee;	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots, Bike Lot	Essential	5. Other - % on property replacement valuation

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		- covered under 1.6.1 insurance broker fees; and - other costs incurred by the Committee to effect insurances for Barangaroo South. - Legal Costs in respect of managing and defending claims			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast
1.3	Valuations				
1.3.1	Valuations prepared for insurance purposes as required by the EMS	As required by Clause 13.6 of the Building Management Statement. Preparation of detailed valuation briefs relative to each component of the shared facility.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots, Bike Lot	Essential	5. Other - % on property replacement valuation apportionment.
2.0	Contractors, Equipment & Services				
2.1	Cleaning				
2.1.1	Cleaning - all areas except Bike Lot	Associated with the basement 1a includes the following: - all periodic cleaning and rubbish removal from shared facility rooms and areas - periodic cleaning of all interior and fittings within the shared basement areas including but not limited to kerbs, gutters, bollards, walls, service openings, ventilation outlets and exposed ductwork, loading docks and all vehicle access	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail. Associated with Basement 1b: R4 & R5 Retail, R4 Residential,	Essential	3. By area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
2.1.2	Cleaning - Bike Lot	ways; and - all cleaning materials and consumables. Includes the following: - all periodic cleaning and rubbish removal from the Bike Lot; - periodic cleaning of all fixtures and fittings within the shared basement areas including but not limited to kerbs, gutters, bollards, walls, signage, light fittings, towel, garbage and recycling receptacles, ventilation outlets and exposed ductwork, loading docks & all vehicle access ways; and - all cleaning materials and consumables including any laundry and / or towel service that may be implemented. Note: in relation to the minimum frequency and service level of cleaning within the change rooms and shower areas it will need to be agreed by all Members Benefited. Services above this agreed minimum will be payable directly by the Lot Owner(s) requesting it.	R3 Residential T1, T2, T3	Essential	5. Other - By shower allocation
2.2	Lighting Repair				
2.2.1	Repair of light fittings	Includes the repair and replacement of all light fittings and globes in shared rooms and areas within the basement, including labour costs.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By area - GFA
2.3	Pest Control				
2.3.1	Pest Control	Includes the periodic and reactive treatment of shared areas to	Associated with	Essential	3. By area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		prevent pest & vermin infestation throughout the basements.	<u>Basement 1a:</u> T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail <u>Associated with Basement 1b:</u> R4 & R5 Retail, R4 Residential, R5 Residential,		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
2.4	Shared Equipment				
2.4.1	Elevated Work Platforms or equivalent	Includes the planned and reactive maintenance and replacement and operational expenses and licence requirements for all shared elevated work platforms (or equivalent) and equipment used to work at heights.	T1, T2, T3	Essential	3. By area - GFA
2.4.2	Shared vehicles	Includes the planned and reactive maintenance and replacement and operational expenses, insurances and licence requirements for all shared basement vehicles. This is expected to include golf buggy type vehicles and trailers or similar for use to transport waste, equipment, staff and materials around the basement.	<u>Associated with Basement 1a:</u> T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail <u>Associated with Basement 1b:</u> R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By area - GFA
2.5	Waste Removal				
2.5.1	Centralised Waste &	This includes:	<u>Associated with</u>	Essential	2. Measured Usage - Apportioned

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
(see SF Plan 2a)	Recycling processing and removal	- cleaning staff costs required to move waste from building waste rooms to the central waste area and its processing into bulk waste and recycling containers including the cleaning of all associated waste areas & equipment; - all waste & recycling handling and removal fees; - equipment maintenance, repair and replacement as required to maintain the waste handling and management system (bins, bin lifters and compactors etc); - repair and maintenance of the roller shutters and doorways to the waste room; - maintenance and service / waste removal fees for the waste room grease arrestor, and - repairs and maintenance of fixtures and fittings (eg bump guards, tanks, pumps, piping, hobs, hose points and drains).	Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast. on % of total weight of waste collected and disposed of.
3.0 Infrastructure & Systems					
3.1 Fire Systems located in the Basement:					
3.1.1 (see SF Plan 2a)	Central Sprinkler Tank, Central Basement Booster, Central Basement / Precinct Fire Control Room and shared connections between Basement Ring Mains	Includes the following: - all planned testing and reactive repairs required to maintain the fire and life safety systems to the required standards, and - certification requirements of the fire systems and any consultancy costs required for ongoing certification. - including evacuation training and testing and nomination of fire wardens.	T1, T2, T3 R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots *Bike Lot	Essential	3. By area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
3.1.2	Fire Hydrant and Sprinkler Systems				
3.1.3	Fire Pump Rooms including all booster pumps, valves, storage tanks, pipework and associated electrical components		Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail.		
3.1.4	Fire Hose Reels, Fire Extinguishers and Fire Hydrants		Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential.	Essential	3. By area - GFA
3.1.5	Emergency Warning Intercommunication System (EWIS) and fire alarm systems including speakers, alarms and associated electrical components				
3.1.6	Fire Detection System including all fire, smoke and heat detectors including associated electrical components				
3.1.7	Emergency Lighting System				
3.1.8	Main Fire Indicator Panel, system Mimic and other control panels				
3.1.9	Stair Pressurisation Systems including all motors, fans, ducting grilles, filters and electrical components				

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
3.1.10	Fire Stairs, egress doors and corridors				
3.1.11	Fire Alarm line to brigade				
3.1.12	Basement Ring Mains				
3.1.13	Fire Curtains				
3.1.14	Fire Evacuation Training				
3.2	Lifts				
3.2.1	Lifts for access between Ground Level and Basement 1a Bike amenity areas	Includes the registration, maintenance and repair and compliance costs for the lifts servicing the bike amenity including the phone / intercom communication costs. Includes lift monitoring system.	T1, T2, T3	Essential	5. Other - By shower allocation
3.2.2	Any other lifts that are shared (ie. not dedicated to a building)	Includes the registration, maintenance and repair and compliance costs for the lifts servicing the bike amenity including the phone / intercom communication costs. Includes lift monitoring system.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA
3.3	Shared Infrastructure				
3.3.1	Stormwater system	Includes all maintenance, repair and replacement works associated with the stormwater system including pumps, tanks, pollutant / silt traps, pumps, signage and valve servicing and repair required	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail,	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
			*Infrastructure Lots *Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
3.3.2	Sub soil water treatment equipment	Includes the planned and reactive maintenance and replacement of the sub soil treatment plant and its associated equipment e.g. pumps, filters, consumable chemical, and the cleaning of sumps, drain lines.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1	Essential	3. By Area - GFA
3.3.3 (see SF Plan 3)	Shared Generator plant and equipment	Includes all planned and reactive maintenance and replacement of the generator system and associated electrical switch gear and controls. Includes all diesel fuel purchases and treatment.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
4.1	Basement Lighting Control Systems	Includes the planned and reactive repair and replacement of the lighting control system and light fittings to all of the shared areas.	Essential Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot. Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area -GFA
4.1.5	Other Basement Control System/s	Includes any other control systems not specifically nominated in this section of the Shared Facility table.	Optional Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots. *Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential.	Optional	3. By Area -GFA
4.2	Management systems	Includes the planned and reactive maintenance and replacement to all management systems for the basement, this includes all head ends, control panels, hardware, cabling and consultants fee.	Essential Associated with Basement 1a: T1, T2, T3,	Essential	3. By Area -GFA
4.2.1	Contractor Induction System				
4.2.2	Contractor Management System				

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
4.2.3	Basement Energy Management System		R8 & R9 Residential		
4.2.4	Basement Open Building System Integration (OBSI) System		R8 & R9 Retail, *Infrastructure Lots		
4.2.5	Basement Work Order Request & Management System		*Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential		
4.2.5	Other Basement Management System/s including emergency lighting system				
4.3	Security & Communication Systems				
4.3.1	Basement Security Systems	Includes the planned and reactive maintenance and replacement to all basement (including entries that may have externally located elements) Access Control and CCTV related equipment. This includes all equipment, head ends, control panels, hardware, software and devices e.g. card readers, cameras and electric strikes.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot	Essential	3. By Area - GFA
4.3.2	Basement Security Response Manning	Includes the provision of additional security guards and manned access control and car inspection during a heightened period of security awareness.	Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential, T1, T2, T3	Optional	3. By Area - GFA
4.3.3	Key Management System	Includes the cabinet and any other related hardware of software provision, planned and reactive maintenance.		Optional	3. By Area - GFA
4.3.4	Basement Intercom Systems	Includes the planned and reactive maintenance and replacement to all intercom related equipment. This includes all head ends, control panels, hardware, software and devices e.g. intercom points.		Essential	3. By Area - GFA
4.3.5	2-way Radio System	This includes all required antenna, repeaters, base station and related management software.		Essential	3. By Area - GFA
4.3.6	Basement Digital Antennae Systems (DAS)	Includes head end, cables, equipment and associated equipment and maintenance thereof.	Associated with Basement 1a:	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
4.3.7	Integrated Communication Network (ICN)	Includes all shared (i.e. non-dedicated to individual Lot Members) elements of the precinct wide communications network including cabling, cable trays, conduit, containment, racks, field panels, switches, UPS (battery backup) and related equipment and maintenance thereof.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot Associated with Basement 1b (not including shared structures with 1c); R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA
4.3.8	All other communications infrastructure including MATV and WiFi systems	Includes all shared cable trays, racks, conduit and other equipment and maintenance thereof not covered elsewhere in the Shared Facility Table.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot R4 & R5 Retail, R4 Residential, R5 Residential		
5.0	Shared Structure, Areas, Access ways & Rooms		H1.		
5.1	Basement Structure				
5.1.1 (see SF Plans 4a & 4b)	Basement structure	Includes but not limited to all inspections and, planned and reactive maintenance and replacement of the structure at: - diaphragm wall including secondary inlet and outlet points; - floor or ceiling slab including expansion joints; and - walls or slabs that form the basement perimeter including	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots,	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		any waterproofing membrane (whether affixed to the interior or exterior surface of any such walls or slabs).	*Bike Lot Associated with Basement 1b (not including shared structures with R4 & R5 Retail, R4 Residential, R5 Residential, Shared Basement 1b and 1c Structure; R4 & R5 Retail, R4 Residential, R5 Residential, H1		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.2	Basement Vehicle & Pedestrian Access ways				
5.2.1 (see SF Plans 5a, 5b, 5d, 5e & 5f)	Includes all Basement areas used for vehicle and pedestrian access not noted in SF 5.7 (Car park & Loading dock entry / exits) and SF 5.6 (Loading Dock & Courier Loading Dock) Note, within Basement 1a, this excludes the R8 & R9 Residential parking area.	Includes all necessary vehicle and pedestrian access to and from a Member's amenities. It also includes all planned and reactive maintenance and replacement of: - blind spot mirrors and wheel stops; - General traffic signage (speed limits, yielding, give way, stop signage etc.) - surface finish, line marking and directional signage of access ways. Note: Tenet of Resident specific signage on car park bays, car park way marking and numbering to be at direct cost of Lot Owner - speed control devices, air jets, speed humps; - lighting to the car park area and access ways.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot. Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	4. By car space numbers

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)																																																												
		- Traffic light system - Roller gates/shutters and card readers Preparation and ongoing management and adherence to a Traffic Management and Traffic Management Safety Plan. Note: tenant or resident specific roller gates/shutters & card readers are to be the direct cost of Lot Owner.			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.																																																												
5.3.1	Change Room, amenity and access way areas located in Basement 1a	(b) Amenities Area (see SF Plans 6a, 6b, 6c & 6d) Includes pedestrian access, ingress and egress as well as cleaning and maintenance of change rooms, amenity areas, shared common areas, amenities and access paths. This includes: - fittings and finishes including lockers, benches, flooring and signage; - cleaning of the area including all wet areas; - the supply of consumables; - the maintenance and repair of hot water systems and their tempering valves; and - maintenance and repair of drinking fountains, shared common areas furniture and equipment.	T1, T2, T3.	Essential																																																													
<table><tr><th colspan="3">3. Other - By Shower allocation</th></tr><tr><th>#</th><th>Showers</th><th>Lockers</th></tr><tr><td>1</td><td>10</td><td>106</td></tr><tr><td>2</td><td>5</td><td>52</td></tr><tr><td>3</td><td>5</td><td>56</td></tr><tr><td>4</td><td>5</td><td>62</td></tr><tr><td>5</td><td>5</td><td>60</td></tr><tr><td>6</td><td>4</td><td>40</td></tr><tr><td colspan="2"></td><td>for future allocation</td></tr><tr><td>7</td><td>10</td><td>102</td></tr><tr><td>8</td><td>10</td><td>110</td></tr><tr><td>9</td><td>6</td><td>54</td></tr><tr><td>10</td><td>4</td><td>60</td></tr><tr><td>11</td><td>10</td><td>120</td></tr><tr><td>12</td><td>4</td><td>40</td></tr><tr><td>13</td><td>4</td><td>38</td></tr><tr><td>14</td><td>8</td><td>52</td></tr><tr><td>15</td><td>5</td><td>70</td></tr><tr><td>16</td><td>8</td><td>144</td></tr><tr><td colspan="2"></td><td>T3</td></tr></table>						3. Other - By Shower allocation			#	Showers	Lockers	1	10	106	2	5	52	3	5	56	4	5	62	5	5	60	6	4	40			for future allocation	7	10	102	8	10	110	9	6	54	10	4	60	11	10	120	12	4	40	13	4	38	14	8	52	15	5	70	16	8	144			T3
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					Summary: <table><tr><th>Lot</th><th>Shower s</th><th>Locke rs</th></tr><tr><td>T1</td><td>38</td><td>412</td></tr><tr><td>T2</td><td>48</td><td>498</td></tr><tr><td>T3</td><td>42</td><td>510</td></tr><tr><td>for future allocation</td><td>4</td><td>40</td></tr><tr><td>Tot</td><td>132</td><td>1,460</td></tr></table>	Lot	Shower s	Locke rs	T1	38	412	T2	48	498	T3	42	510	for future allocation	4	40	Tot	132	1,460										
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for future allocation	4	40																															
Tot	132	1,460																															
5.3.2	Bike rack areas located on Basement Level 1	Includes pedestrian access, ingress and egress as well as the repair and maintenance of the bike rack areas and its fittings and fixtures. This includes: - the bike racks; - flooring; and - ancillary equipment as provided e.g. lounges, TV, ironing facilities and cleaning devices. Note: Despite clause 56.9:	T1, T2, T3.	Essential	5. By bike space allocation <table><tr><th>Lot</th><th>Bikes</th></tr><tr><td>T1</td><td>340*</td></tr><tr><td>T2</td><td>510*</td></tr><tr><td>T3</td><td>261</td></tr><tr><td>Total</td><td>1,111</td></tr></table>	Lot	Bikes	T1	340*	T2	510*	T3	261	Total	1,111																		
Lot	Bikes																																
T1	340*																																
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Total	1,111																																

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
					1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.4	Corridor areas (Back of House) (see SF Plans 7a & 7b)				
5.4.1	Basement Level Back of house corridor areas	This includes corridor areas from dock and carpark areas used to access plantrooms, storage areas and shared work areas (e.g. Security Control room, Operations room, Induction rooms, First aid rooms and contractor amenities). This includes pathways used to transport waste and recycling from their point of origin to central waste handling area and access to all plant rooms and paths of travel within the basement areas. Items covered include: - the maintenance, painting and cleaning of walls, floor finishes and exposed services. - Safety and directional signage	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA
5.5	Electrical & Communications Rooms (see SF Plans 8a, 8b, 8c & 8d)				
5.5.1	Shared switch rooms	Includes the repair and maintenance of all fixtures and fittings within the shared switch rooms including electrical meters and sub-meters, electrical wires, cables and ducts exclusively servicing the Shared Facilities.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
			Associated with Basement 1b: R4 & R5 Retail R4 Residential R5 Residential		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Number s; 5. Other / Forecast
5.5.2	Electrical switch and control gear	This includes all planned preventative and reactive maintenance and replacement of shared area electrical control equipment (e.g. circuit breakers and main switches). This applies where an item of equipment controls the supply of electricity to a shared area (e.g. light and power for the B2 carpark area or electricity supply to a mechanical switchboard that supports the loading dock supply and exhaust fans).	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot. Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential.	Essential	3. By Area - GFA (for planned preventative maintenance) 5. Other - (For reactive repair and replacement) apportionment as per item/s benefited (e.g. bike amenity light & power supply by bike space, shared security control room light and power by GFA.
5.5.3	Shared Campus/Precinct Node Rooms (Telco & Comms) located on Basement Level 2 of Basement 1a	Includes the repair and maintenance of fixtures and fittings within these rooms.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot. R4 & R5 Retail, R4 Residential, R5 Residential.	Essential	3. By Area - GFA
5.5.4	Ausgrid Distribution Switching Station & Ausgrid Ventilation Shafts	Includes the cleaning, repair and maintenance of the shafts and associated louvres. NOTE: The shafts and louvres extend from the basement through the podium levels and form part of the building essential infrastructure.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot.	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		These shafts are not able to have any additional services (e.g. conduit, water pipe etc.) installed within them. Louvers must remain clear and unobstructed.	R4 & R5 Retail, R4 Residential, R5 Residential		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.6.1 (See SF Plan 9a)	5.6.1 Loading Docks Loading dock No:1 (Northern dock) including the Main Dock master office located on Basement Level 2 of Basement 1a	Includes pedestrian and vehicular access, ingress and egress as well as planned and reactive maintenance of the: • dock master office and its fixtures and fittings; • the boom gates adjacent the dock master office; • IT hardware & software (e.g. PC / tablet, delivery management system etc.) used by these stations; and • Dock master salary and all costs for staff scheduled to this post.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lds	Essential	3. By Area - GFA
5.6.2 (See SF Plan 9b)	5.6.2 Loading dock No:2 (Courier Loading dock) including the Dock master office located on Basement Level 2 of Basement 1a		T1, T2, T3, *Infrastructure Lds	Essential	3. By Area - GFA
5.6.3 (See SF Plan 9c)	5.6.3 Loading dock No:3 (Southern dock) including the Dock master office located on Basement Level 2 of Basement 1a		T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lds	Essential	3. By Area - GFA
5.6.4	5.6.4 Loading dock No:4 within Basement 1b		R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA
5.7	Access ways and Entry / Exits (See SF Plans 5a, 5b, 5c, 5d, 5e, 5f, 5g & 5h)				
5.7.1	Entry / exit No: 1 - Basement 1a (Loading Dock entry & exit, and carpark entry from the Northern site boundary) includes the vehicular ramp from the property boundary to the point where the carpark	Includes pedestrian and vehicular access, ingress and egress as well as all planned and reactive maintenance and replacement specific to the following items expected to be within the areas: • roller shutter/s • boom gates; • Access control stations, etc.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lds	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
	entry ramp turns off.	- pedestrian warning devices; - floor and wall finish repair and maintenance; - line marking; - safety and directional signage; - lighting repair; and - ventilation systems.			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.7.2	Entry / exit No: 2 - Basement 1a includes the carpark exit ramp to Hickson Rd property boundary from Basement Level 1		T1, T2, T3, R8 & R9 Residential, *Infrastructure Lots	Essential	4. By car space numbers
5.7.3	Entry / exit No: 3 - Basement 1a includes the carpark entry / exit vehicular ramp from the southern site boundary to B1 level		T1, T2, T3, R8 & R9 Residential, *Infrastructure Lots	Essential	4. By car space numbers
5.7.4	Entry / exit No: 4 - Basement 1b includes the car park and loading dock shared entry / exit vehicular ramp(s)		R4 & R5 Retail, R4 Residential, R5 Residential	Essential	4. By car space numbers
5.7.5	Pedestrian (contractor / service providers) basement entry / exit access	To allow access for pedestrians to and from the basement that are on-foot and not accessing via the building lift lobbies. This would include service contractors such as cleaners, security, mail etc. The prime pedestrian access is via the ground level T2 east fire stair to the basement.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA
5.8	Shared Rooms (See SF Plans 10a, 10b & 10c)	Includes procurement, repair and maintenance and replacement of: - all finishes, furniture and fittings; - planned and reactive maintenance of all systems serving the Basement (including hardware, software, PC's,			
5.8.1	Shared Security Control room located on Basement Level 2 of Basement 1a		T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot.	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		monitors, head ends and control panels and required for system operation). This will include 2 way radios including chargers and location devices; - security related items e.g. torches, locks and chains; - crowd control and mobile directional signage and crowd control items e.g. bollards and barrier tape etc.; - cleaning and pest control of this room; - air conditioning, ventilation and associated controls of the room; and - staff salary and associated costs for security staff who are not dedicated to a specific Lot. This includes the Security Manager, night & weekend security control staff and precinct roving officers who complete tasks within the basement area.			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast
5.8.2	Shared Operations room located on Basement Level 2 of Basement 1a	Includes repair and maintenance and replacement of: - all finishes, furniture and fittings; - includes repair and maintenance and replacement of any equipment not otherwise covered under SF 4.0 Management / Control Systems; - cleaning and pest control of this room; and - air conditioning, ventilation and associated room controls.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots.	Essential	3. By Area - GFA
5.8.3	Shared Staff Induction rooms located on Basement Level 2 of Basement 1a	Includes repair and maintenance and replacement of: - furniture and fixtures; - induction software and equipment including PCs, monitors and related audio visual and presentation equipment; and - whitegoods, cutlery and crockery etc.	T1, T2, T3, R8 & R9 Retail, *Infrastructure Lot	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
5.8.4	Shared Staff Lounge located on Basement Level 1 of Basement 1a	Includes repair and maintenance and replacement of: - all finishes, furniture and fittings; - includes repair and maintenance and replacement of any equipment; - cleaning and pest control of this room; and - air conditioning, ventilation and associated controls of the room.	T1, T2, T3, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA
5.8.5	Contractors Amenity rooms located on Basement Level 1 & Basement Level 2 of Basement 1a	Includes repairs, maintenance and replacement of: - supply of consumables; - toilets, shower fixtures, basins, lockers and fittings; and - Hot water service and tempering valves.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA
5.8.6	First aid room located on Basement Level 2 of Basement 1a	Includes all maintenance and restock of first aid equipment, repair of furniture and fixtures within room.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, *Infrastructure Lots, *Bike Lot, *the Barangaroo Delivery Authority	Essential	3. By Area - GFA
5.8.7	Central Mail & Courier parcel drop / collection room in Basement 1a	Includes the planned and reactive maintenance and replacement of: - all floor wall and ceiling finishes; - all furniture, joinery and fixtures and fittings; - any shared mail / parcel related service and equipment and system not directly related to tenants or covered; and elsewhere in this part of Facility Table	T1, T2, T3	Essential	3. By Area - GFA
5.8.8	Shared Equipment storage	Includes the repairs and maintenance and replacement to doors and	T1, T2, T3	Essential	3. By Area - GFA

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
	rooms located on Basement Level 2 of Basement 1a	locks and fixtures and fittings within the rooms.	R8 & R9 Residential R8 & R9 Retail		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
6.1	Utility Use				
6.1.1	Electricity, Gas, Potable water, Recycled water & Chilled water use	Includes the use of all utilities within the basement area for shared facilities, services and areas.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	1. By the apportionment method of the Shared Facility if metered separately or 2. By GFA for shared areas and shared services that are not metered separately or able to be specifically allocated.
6.1.2	Sub meters for utility services (electricity, water & gas) use for shared areas and services and areas.	Includes sub meter repair, calibration and replacement of basement shared facility's meters.	Associated with Basement 1a: T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	1. By the apportionment method of the Shared Facility if metered separately or 2. By GFA for shared areas and shared services that are not metered separately or able to be specifically allocated.
6.2	Central Infrastructure Plant (if non-Green Utility period)	See Clause 11a, 11b, 11c, 11d, 11e, 11f, 11g, 11h, 11i & 11j)			

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
6.2.1	Central Chilled Water Plant including: Chilled Water Plant and recirculation including Harbour Heat Rejection plant	Includes all planned and reactive maintenance and replacement of The CCW plant, all related equipment, meters and consumables. This extends to all supplementary systems for the Chilled Water system such as conditioning and ventilation of plant rooms and lighting repair. Includes cleaning of equipment rooms, pest control and general maintenance of fixture, fittings and access control required in the precinct plant rooms. Includes all utility supply (electricity and water) inputs into the plant as well as any supplementary systems such as plant room conditioning and ventilation etc. Includes costs associated with certification of the Chilled Water Plant as required by Authorities.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Residential, R4 Residential, R5 Residential, H1, *Infrastructure Lots, Bike Lot	Essential	1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast. 2. Measured - % of the Total Plant Design Undiversified Peak Cooling Capacity at each Lot's Energy Transfer Station (ETS), subject to clause 66.4(e). Note: see Note 5 below.
6.2.2	Recycled Water Treatment plant	This includes all planned, reactive and consumables required to maintain the operation of the blackwater treatment plant, equipment, meters, including monitoring, testing and licencing requirements. Includes all cleaning, pest control and general maintenance of fixture, fittings and access control required in the recycled water plant rooms. Includes all utility supply (electricity and water) inputs into the plant as well as any supplementary systems such as plant room conditioning and ventilation etc. Includes costs associated with certification of the Recycled Water Plant as required by Authorities.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Bike Lot	Essential	1. Metered usage - % of metered use of recycled water (output).
6.2.3	Embedded network	Includes all planned and reactive maintenance of the electrical distribution system including shared substations and associated electrical equipment, meters, switch gear and controls. Includes all cleaning, pest control and general maintenance of fixture, fittings and access control required in the embedded network plant / switch rooms etc.	T1, T2, T3, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots;	Essential	1. Metered usage - % of metered use of electricity

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SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
					1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.

Notes

NOTE 1: Indicates where a member is benefitted by a shared service but makes no contribution towards the described costs incurred. For the avoidance of doubt, Infrastructure Lots and Bke Lot will require to contribute to insurance costs as noted in this Shared Facility table.

NOTE 2: For each shared service area and system identified in the above table every effort has been made to identify the required tasks and inclusions. The items noted are not exhaustive and should be used as a guide to indicate the typical tasks and systems within each shared service area or system.

NOTE 3: Items that are dedicated to a specific stratum and thus are not shared and do not appear in this table include but not limited to:

- Any sub-tenant specific roller shutters within the car park (T2)
- Residential carpark shutter and carpark area (R8/R9 Residential Lot)
- Tenant specific storerooms (T1, T2, T3, R3/R9 Residential, R4 & R5 Residential and R8/R9 Retail Lots)
- Grease arrestors (T1, T2, T3, R4/R5 Retail, and R8/R9 Retail Lots)
- Building Fire Control Rooms (T1, T2, T3, R4 Retail & Residential, R5 Retail & Residential and H1)
- Cleaners rooms (T1, T2 and T3 Lots)
- Workshop areas (T1, T2 and T3 Lots)
- Mailrooms (excluding Central mail & Courier room) (T1, T2 and T3 Lots)

NOTE 4: Worked Examples of each Apportion Method based on a \$5,000 invoice and the Benefiting Lots being T2 and T3:

- Metered Usage** - If the meter readings for the period of the invoice are T2 12,100kWhr and T3 (15,000kWhr), T2 would be apportioned approx. 57.14% and T3, 42.86% respectively and thus the split of the recovery would be T2 = \$2,857.14 & T3 = \$2,142.86
- Measured Usage** - If the waste tonnage collected from each building over the period of the invoice is T2 (200kg) and T3 (250kg), T2 would be apportioned approx. 44.44% and T3, 55.56% respectively and thus the split of the recovery would be T2 = \$2,222.22 & T3 = \$2,777.78.

3. By Area (GFA) - If the areas for the period of the invoice are T2 (98,659sqm GFA) and T3 (90,019sqm GFA), T2 would be apportioned approx. 52.29% and T3, 47.71% respectively and thus the split of the recovery would be T2 = \$2,614.48 & T3 = \$2,385.52.
4. By Car Space Numbers - If the car space numbers for the period of the invoice are T2 (165) and T3 (149), T2 would be apportioned approx. 52.55% and T3, 47.45% respectively and thus the split of the recovery would be T2 = \$2,627.39 & T3 = \$2,372.61.
5. Other / Forecast - If the "Other" is noted as "by bike space" and the numbers for the period of the invoice are T2 (252) and T3 (252), T2 would be apportioned approx. 65.90% and T3, 34.10% respectively and thus the split of the recovery would be T2 = \$3,294.99 & T3 = \$1,705.01.

Note: the above percentages have been rounded to two decimal points, however the appointed contributions have not been rounded.

NZTS: For the purposes of the Apportionment Method in section 6.2.1 above, the estimated percentages of the Total Plant Design Undiversified Peak Cooling Capacity at each Lot's Energy Transfer Station (ETS), for the Members that are anticipated to have the benefit of the relevant Shared Facility, is as set out in the following table:

	Estimated % of Total Plant Design Undiversified Peak Cooling Capacity @ ETS*
T2	23.8%
T3	18.1%
H1	17.5%
Remainder of Members in Stage 1A	17.4%
Remainder of Members in Stage 1B	8.1%
	15.0%

*The above estimate calculations are to one decimal place. It is acknowledged that the aggregate of the above estimates is 99.9% (and not 100%) as a result of the rounding to one decimal

For those Members that comprise Remainder of Members in Stage 1A, the estimated percentage of the Total Plant Design Undiversified Peak Cooling Capacity at each Lot's Energy Transfer Station (ETS) is as set out in the following table:

C2/C6	1.8%
H2/C8	1.9%
R1/R7	1.1%
R8/R9	2.3%

BIC	1.0%
-----	------

The estimated percentages set out in the tables in this Note 5 are provided for indicative purposes only as to how costs are estimated to be apportioned once the relevant buildings are fully built and the plant is commissioned and operating. The estimated percentages are estimates only (at the date of this management statement) of peak cooling capacity once the relevant buildings and plant are fully built, commissioned and operating, but are not based on observations or measurements of actually fully built, commissioned and operating buildings and plant.

Part C – GFA

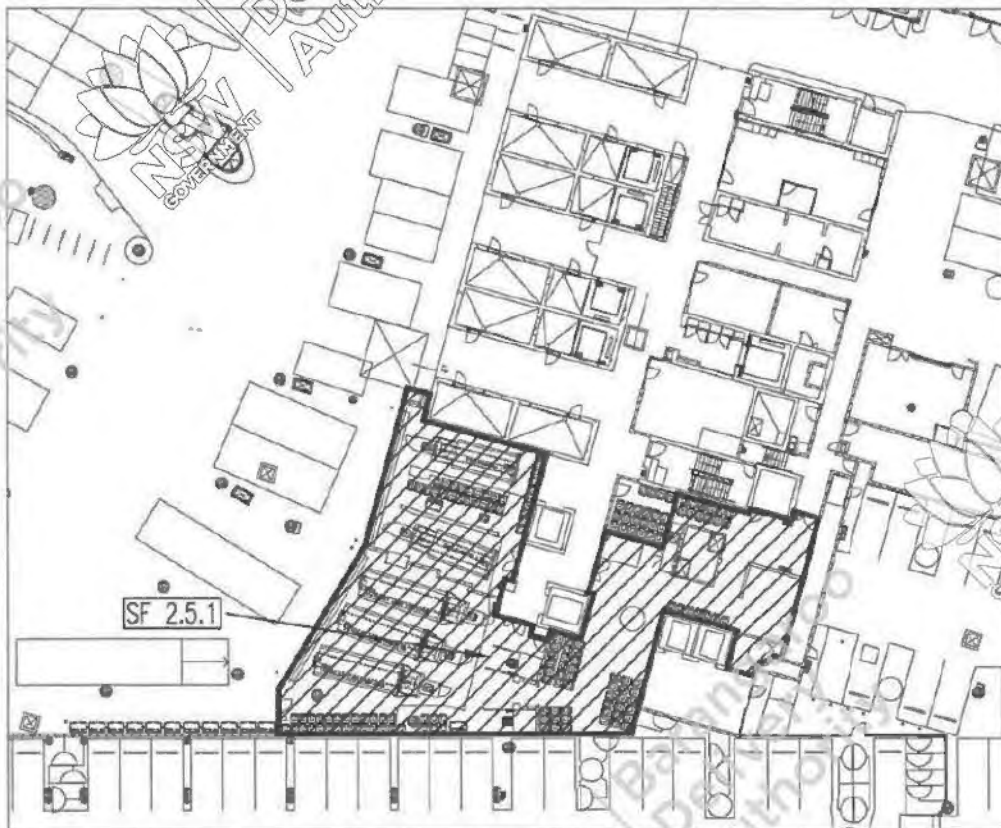
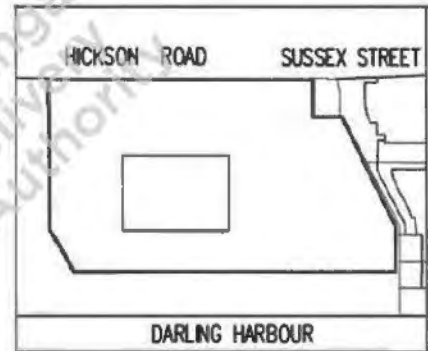
For the purposes of this Shared Facilities Schedule, the GFA of each relevant Lot is set out below:

Lot	GFA (in sqm)
C1	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease
C2	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease
C3	117,968
C4	98,659
C5	90,019
C6	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
C7	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
C8	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
F1	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R2	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R3	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R4	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R5	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R7	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
R8 & R9	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
Residential	16,453
R8 & R9 Retail	1,767
H1	Note: GFA for this Lot is to be included upon subdivision and granting of the relevant Ground Lease.
CCW Lot	0
RW Lot	0
EN Lot	0
Bike Lot	0

Barangaroo South – Building Management Statement

Schedule 2 - Shared Facilities Plan

BARANGAROO SOUTH - BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 - SHARED FACILITY PLAN 01-A



 SF 2.5 WASTE REMOVAL

BASEMENT LEVEL 2

GeoStrata

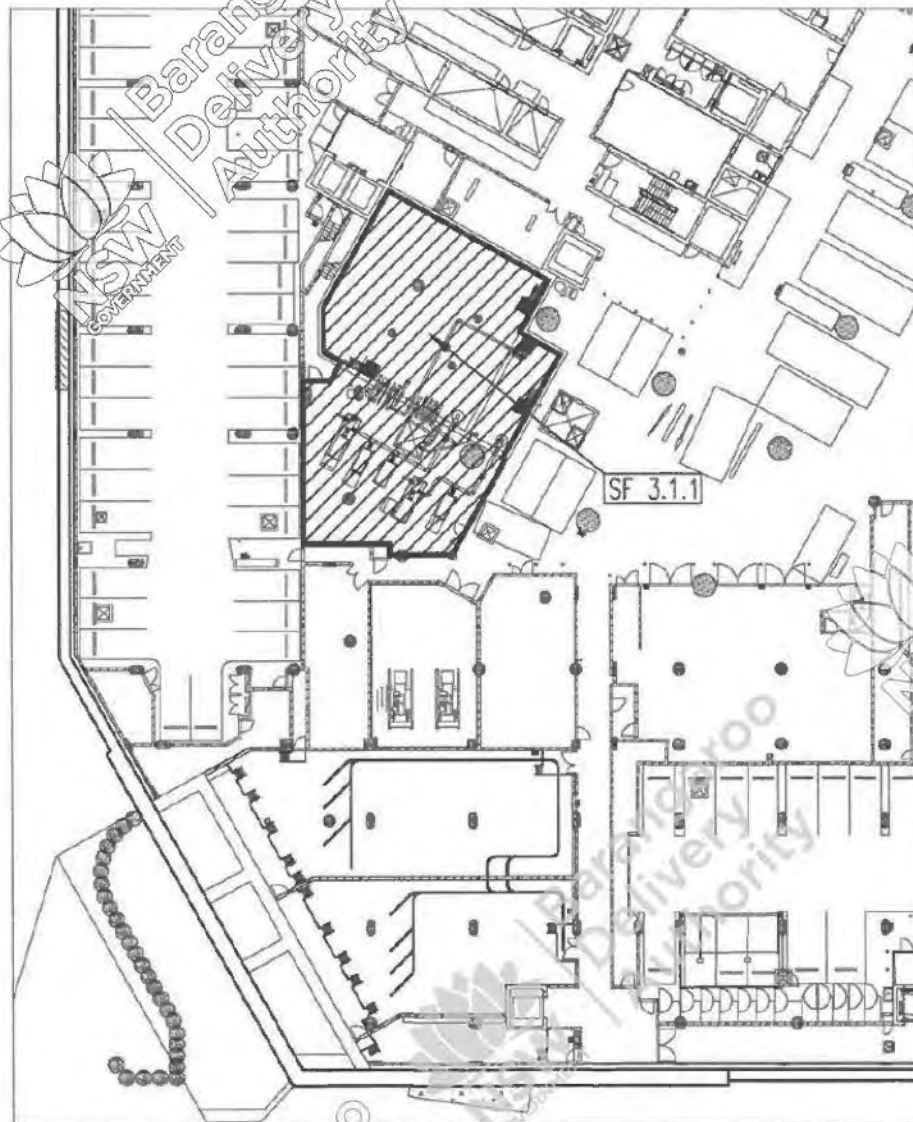
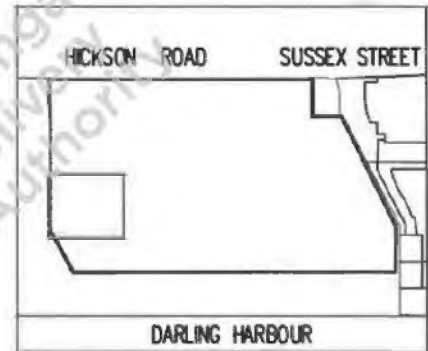
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 02-A



 SF 3.1 FRE

BASEMENT LEVEL 2

GeoStrata

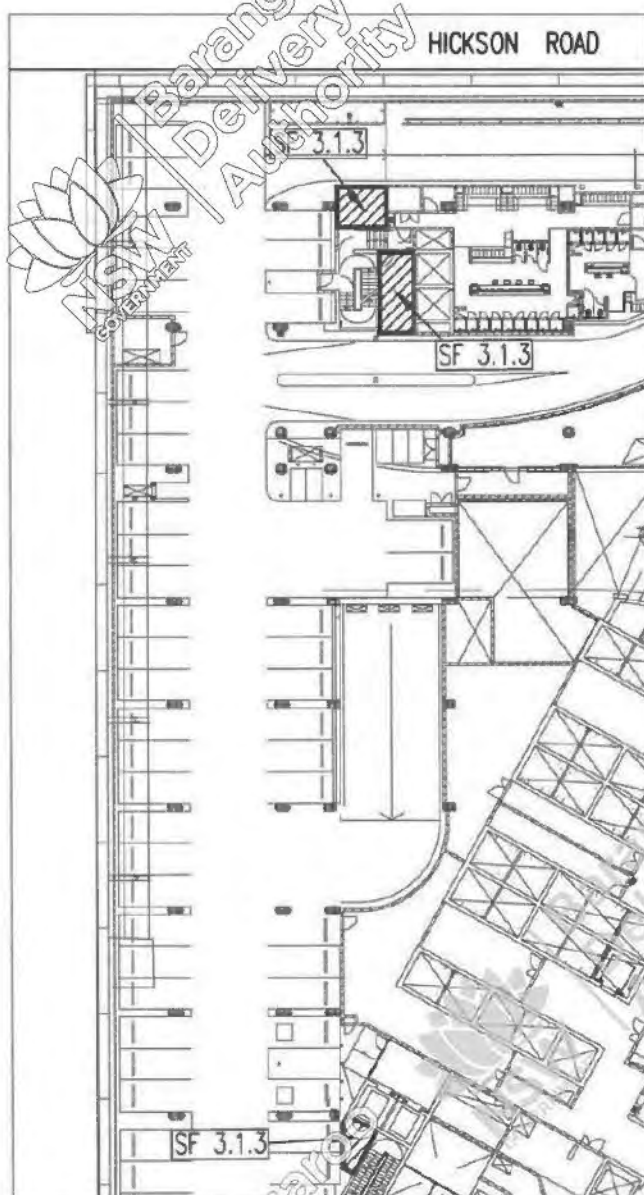
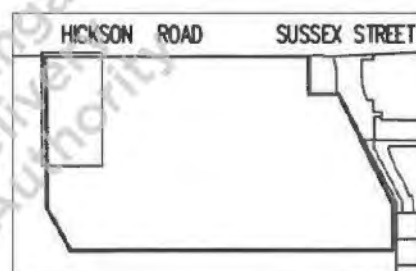
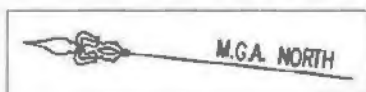
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 02-B



 SF 3.1 FIRE

BASEMENT LEVEL 1

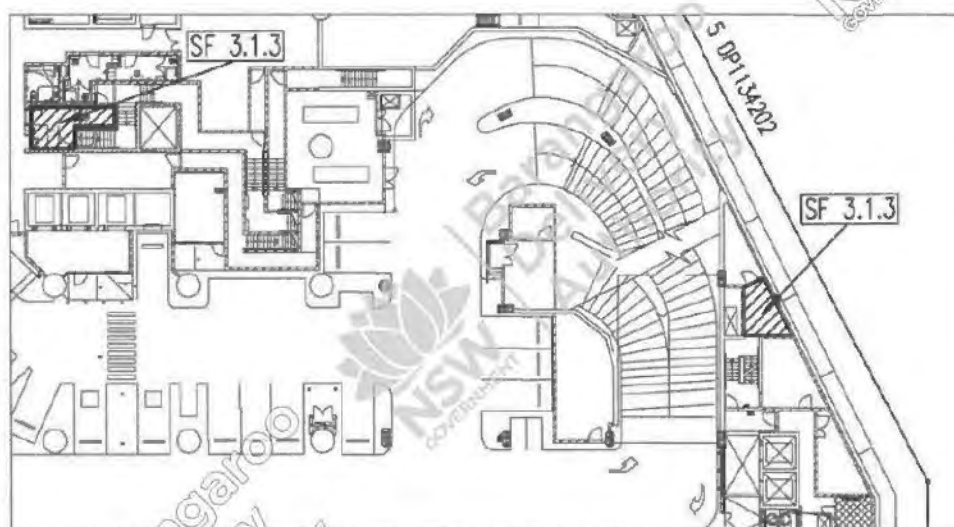
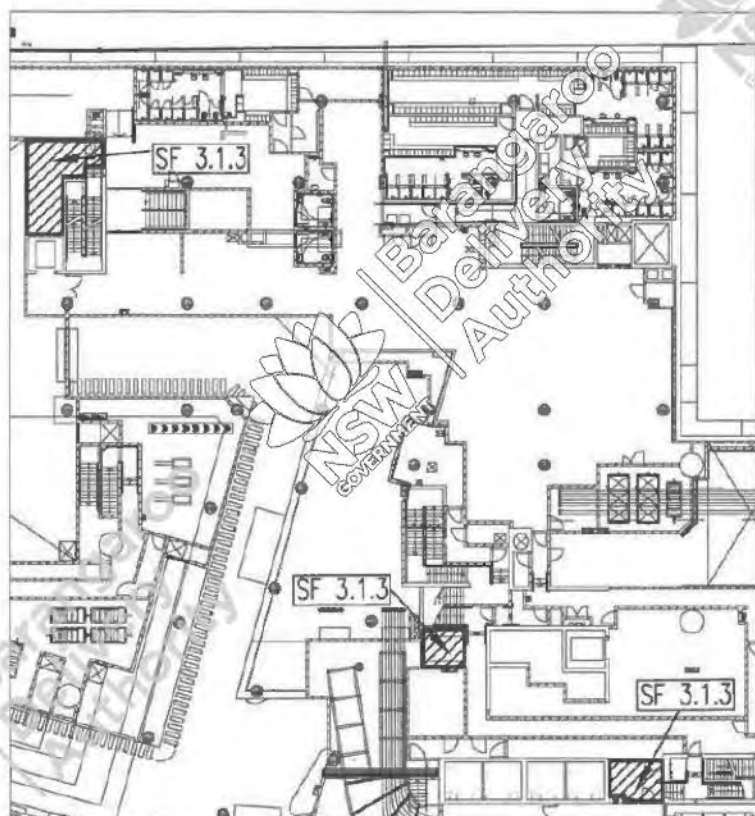
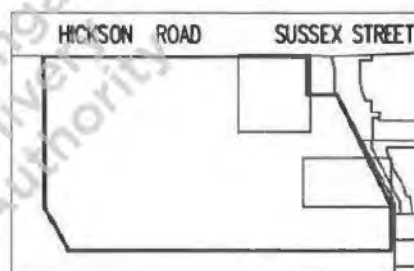
GeoStrata
 Project Surveying

SCALE 1:500 AT A4

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT SCHEDULE 2 – SHARED FACILITY PLAN 02-C



 SF 3.1 FIRE

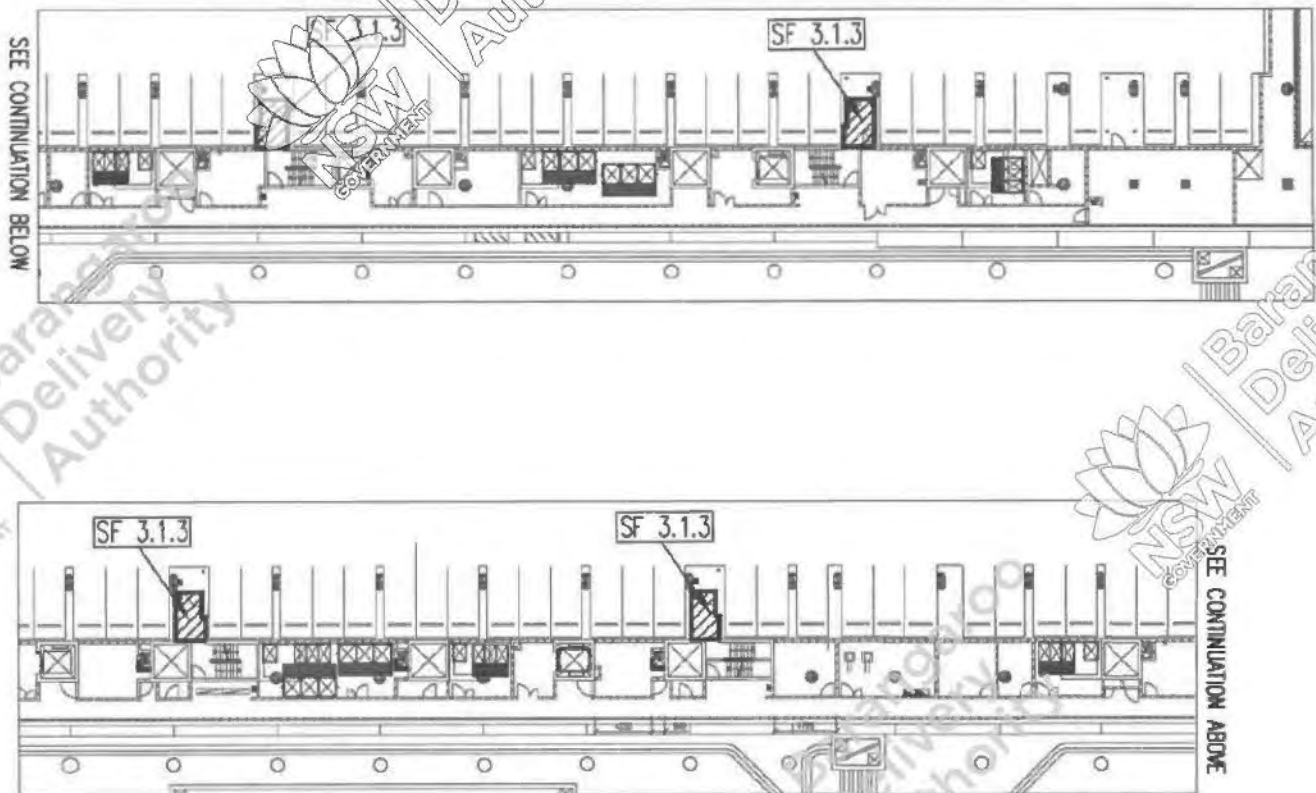
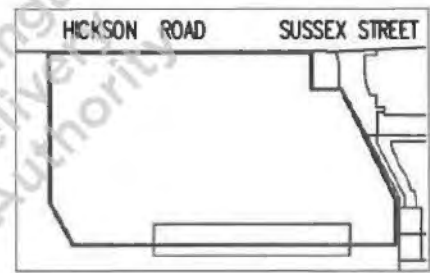
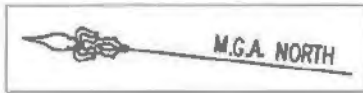
BASEMENT LEVEL 1

GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 02-D



 SF 3.1 FIRE

BASEMENT LEVEL 1

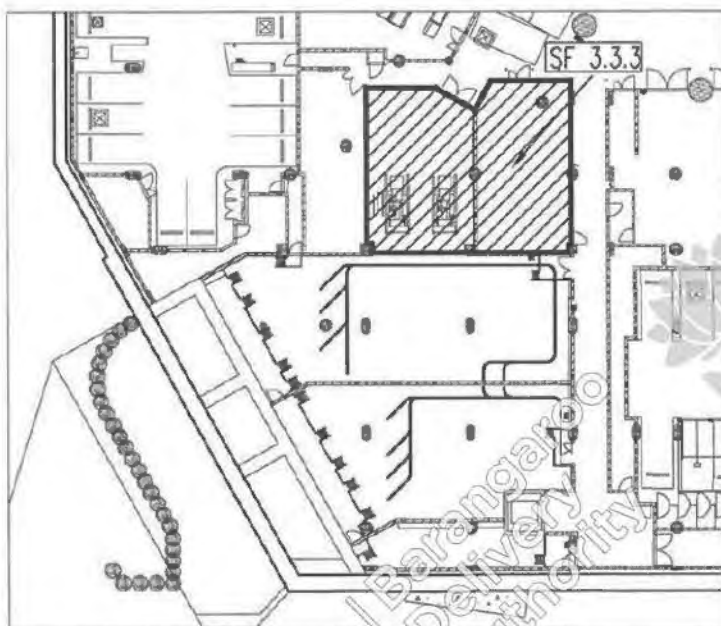
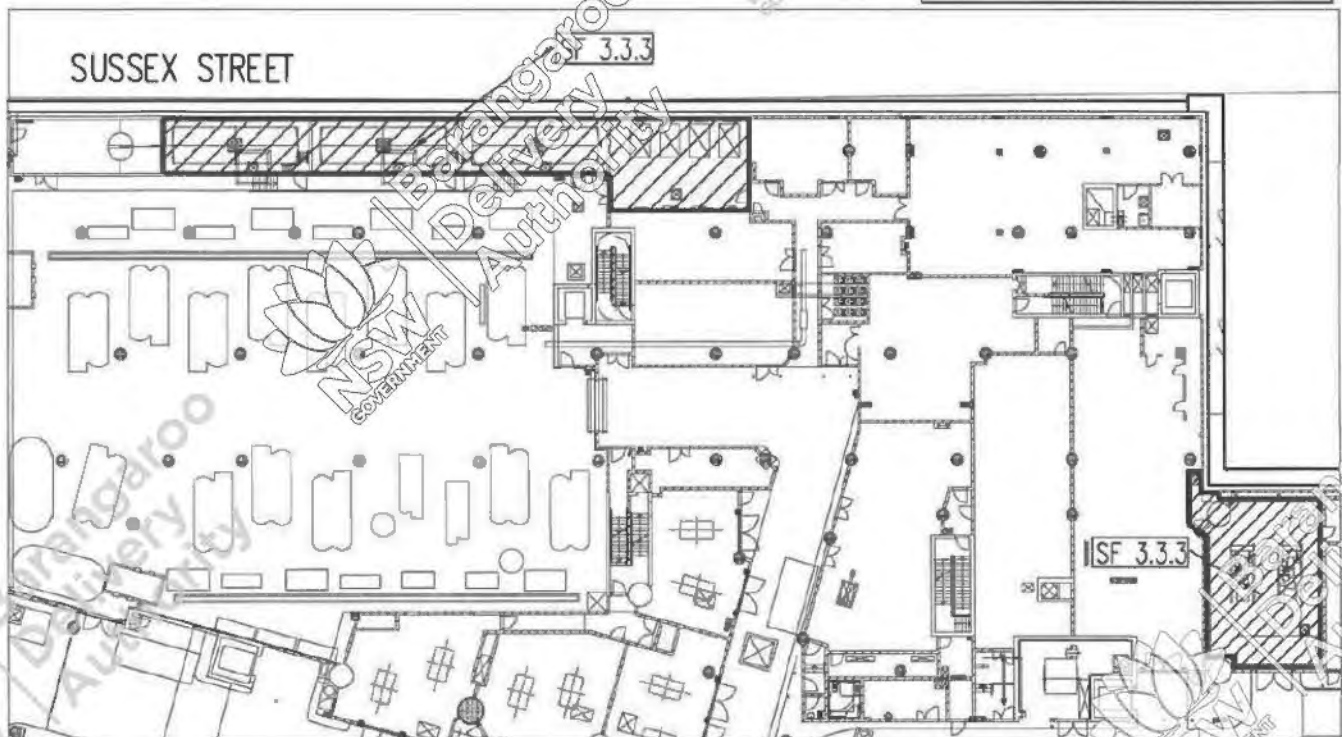
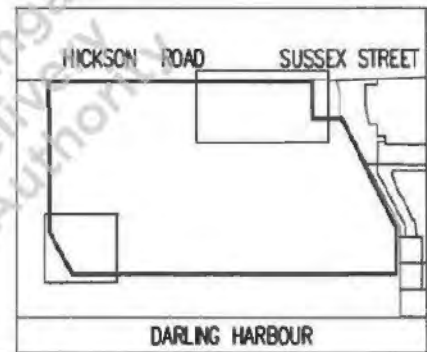
GeoStrata
 Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

PAGE 19.1 OF 50.2

BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 03-A



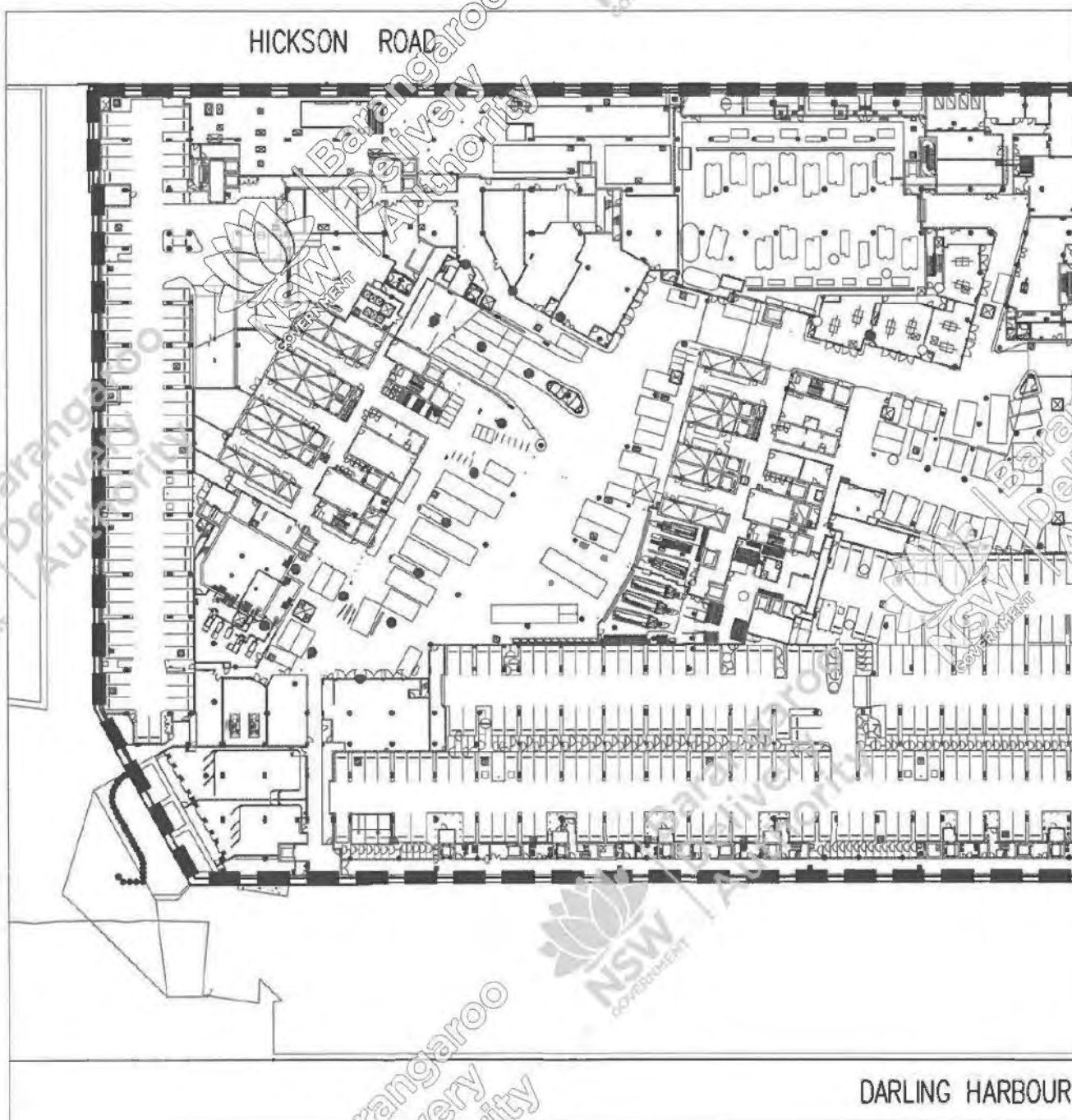
SF 3.3.3 SHARED GENERATOR PLANT AND EQUIPMENT

BASEMENT LEVEL 2

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 04-A



DARLING HARBOUR

GeoStrata

Project Surveying

SCALE 1:1000 AT A4

DATED 3-9-2014

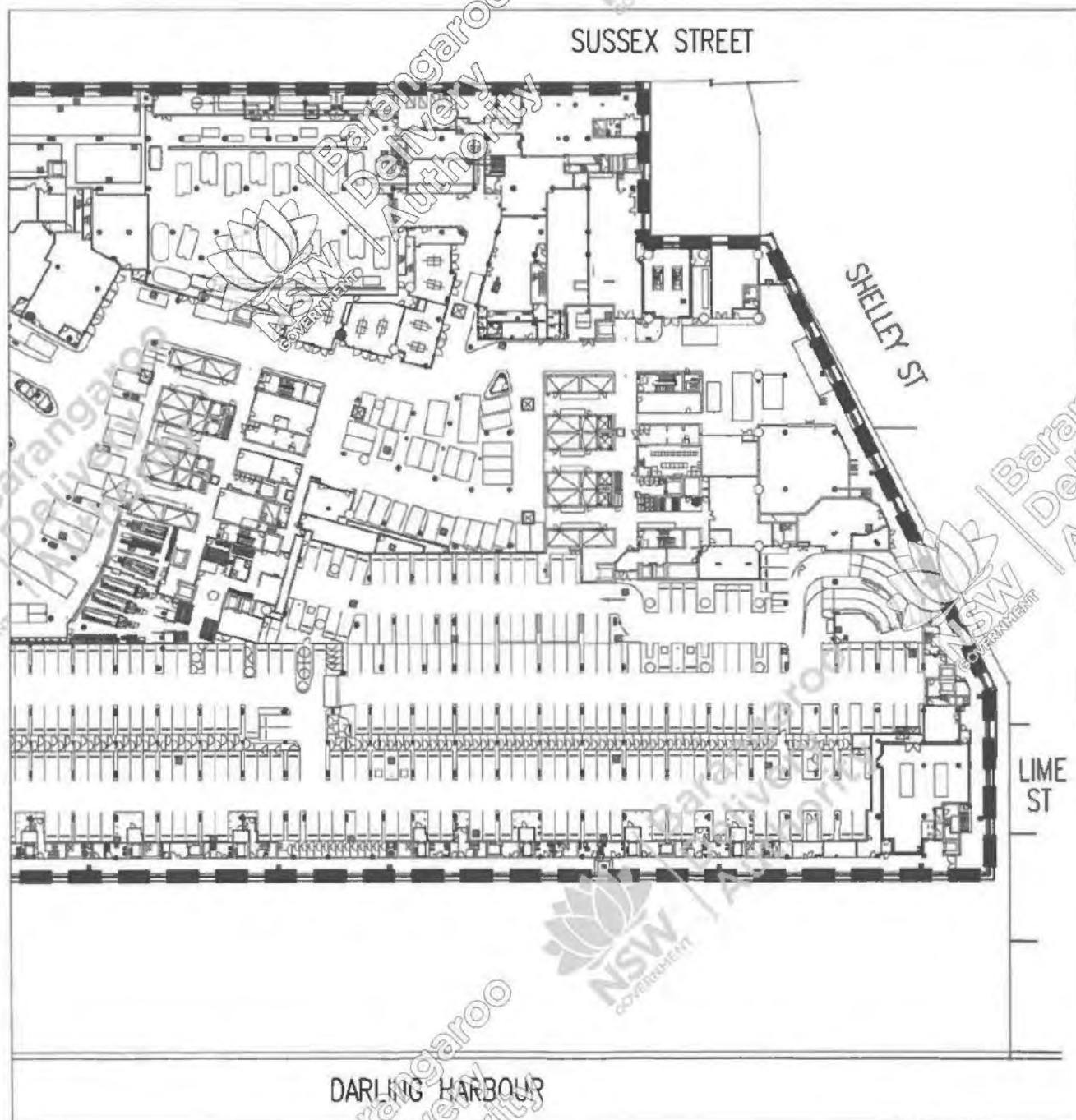
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SF 5.1.1 BASEMENT STRUCTURE

--- STAGE 1A BASEMENT DIAPHRAGM WALL

BASEMENT LEVELS 1 & 2

BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 04-B



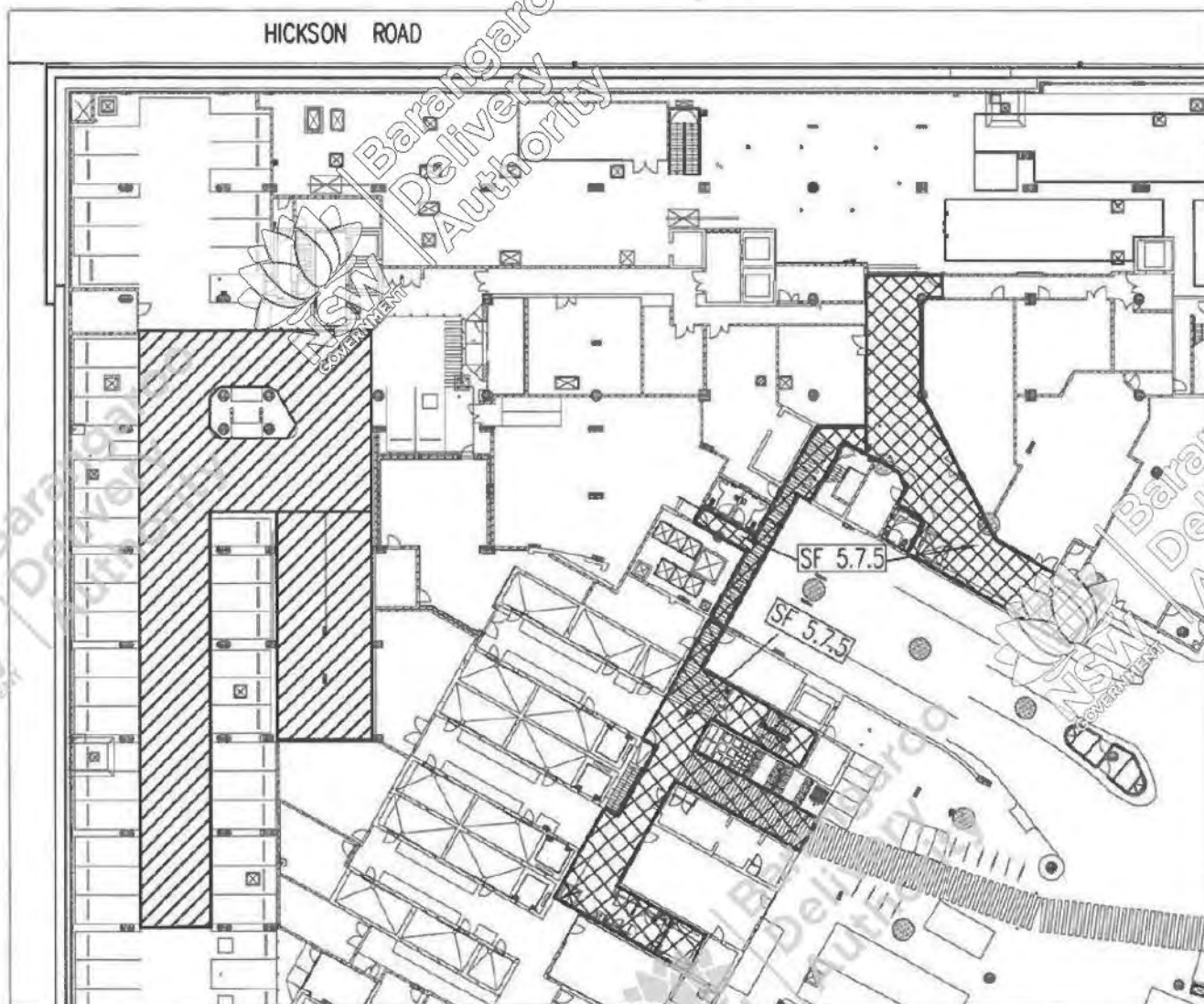
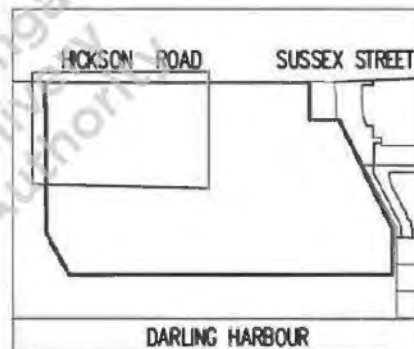
SF 5.1.1 BASEMENT STRUCTURE
 - - - - - STAGE 1A BASEMENT DIAPHRAGM WALL

BASEMENT LEVELS 1 & 2

GeoStrata
 Project Surveying

SCALE 1:1000 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 05-A



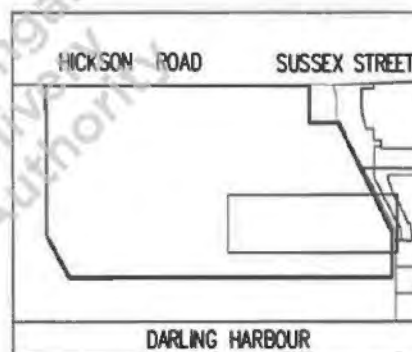
-  SF 5.7 ACCESSWAYS AND ENTRY/EXITS
-  SF 5.2.1 BASEMENT VEHICLE ACCESSWAYS

BASEMENT LEVEL 2

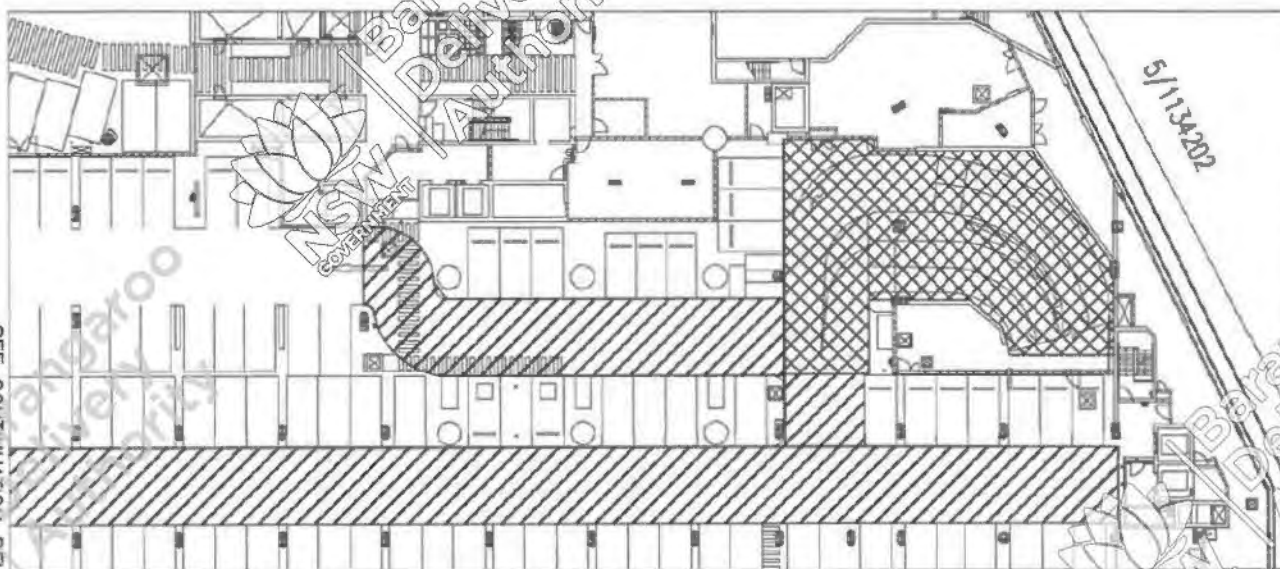
GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014
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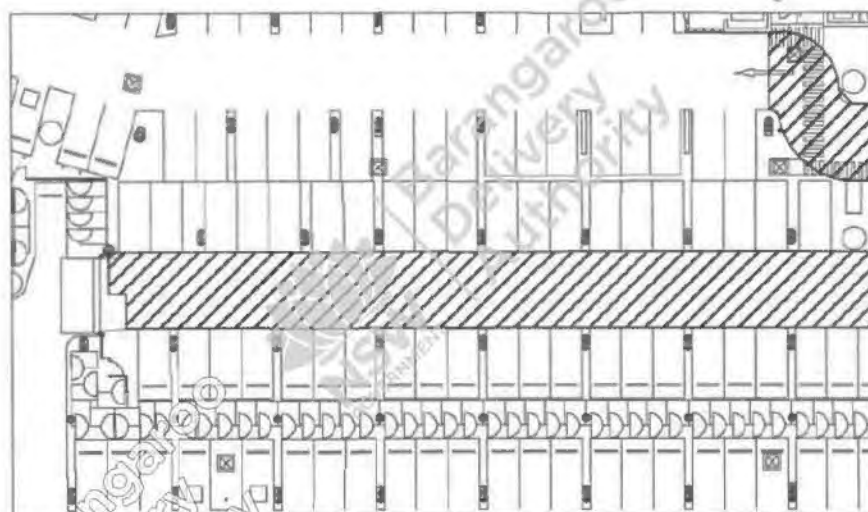
BARANGAROO SOUTH - BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 - SHARED FACILITY PLAN 05-B



SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE



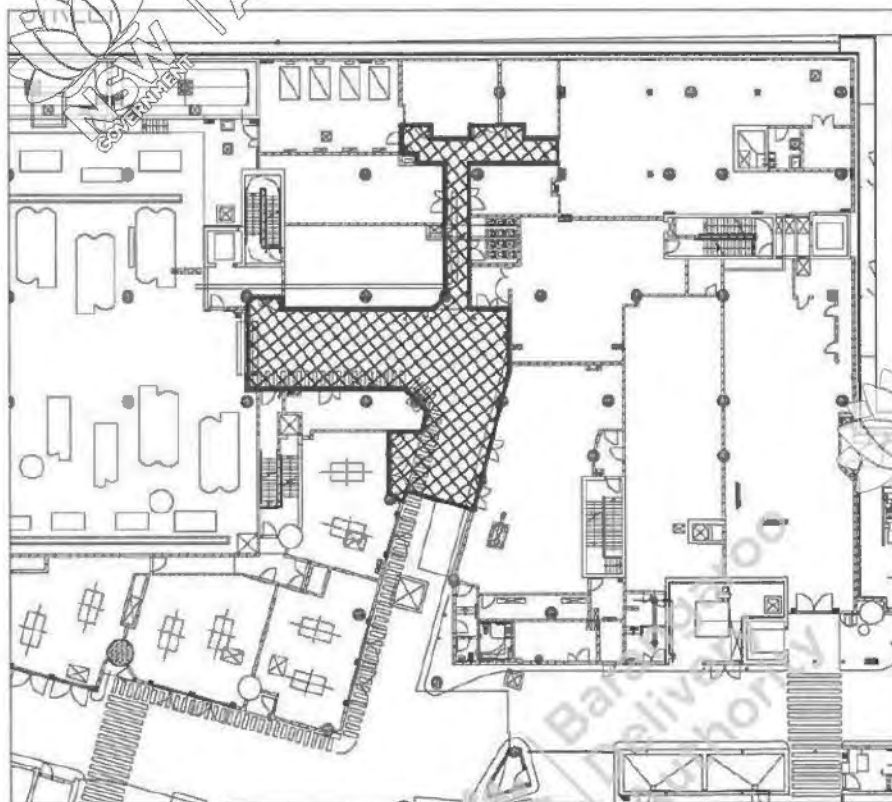
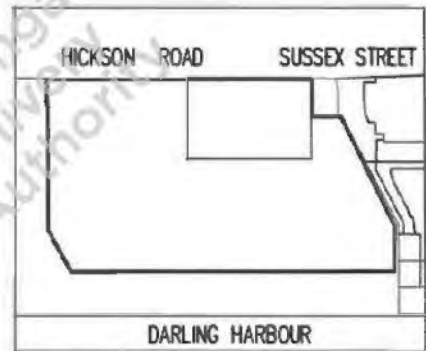
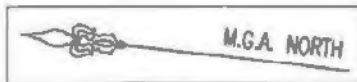
-  SF 5.7.3 ACCESSWAYS AND ENTRY/EXITS
-  SF 5.2.1 BASEMENT VEHICLE ACCESSWAYS

BASEMENT LEVEL 2

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 05-C



 SF 5.7.5 ACCESSWAYS AND ENTRY/EXITS

BASEMENT LEVEL 2

GeoStrata

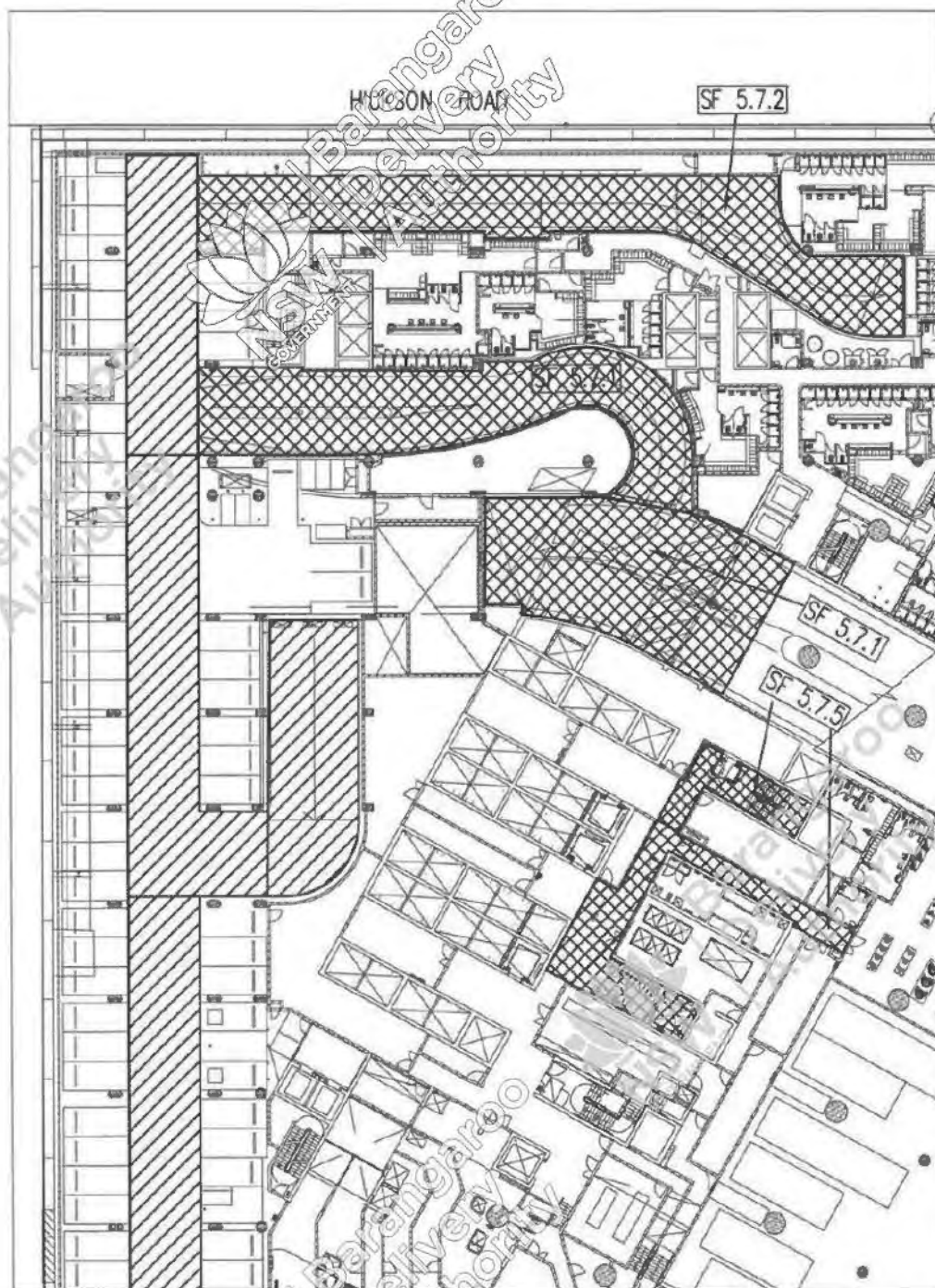
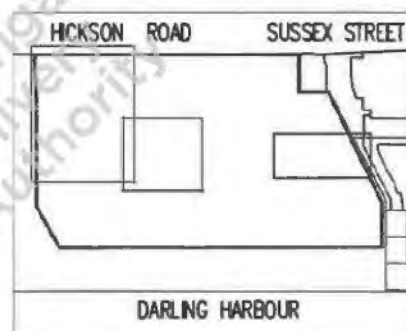
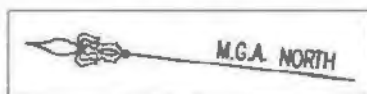
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 05-D



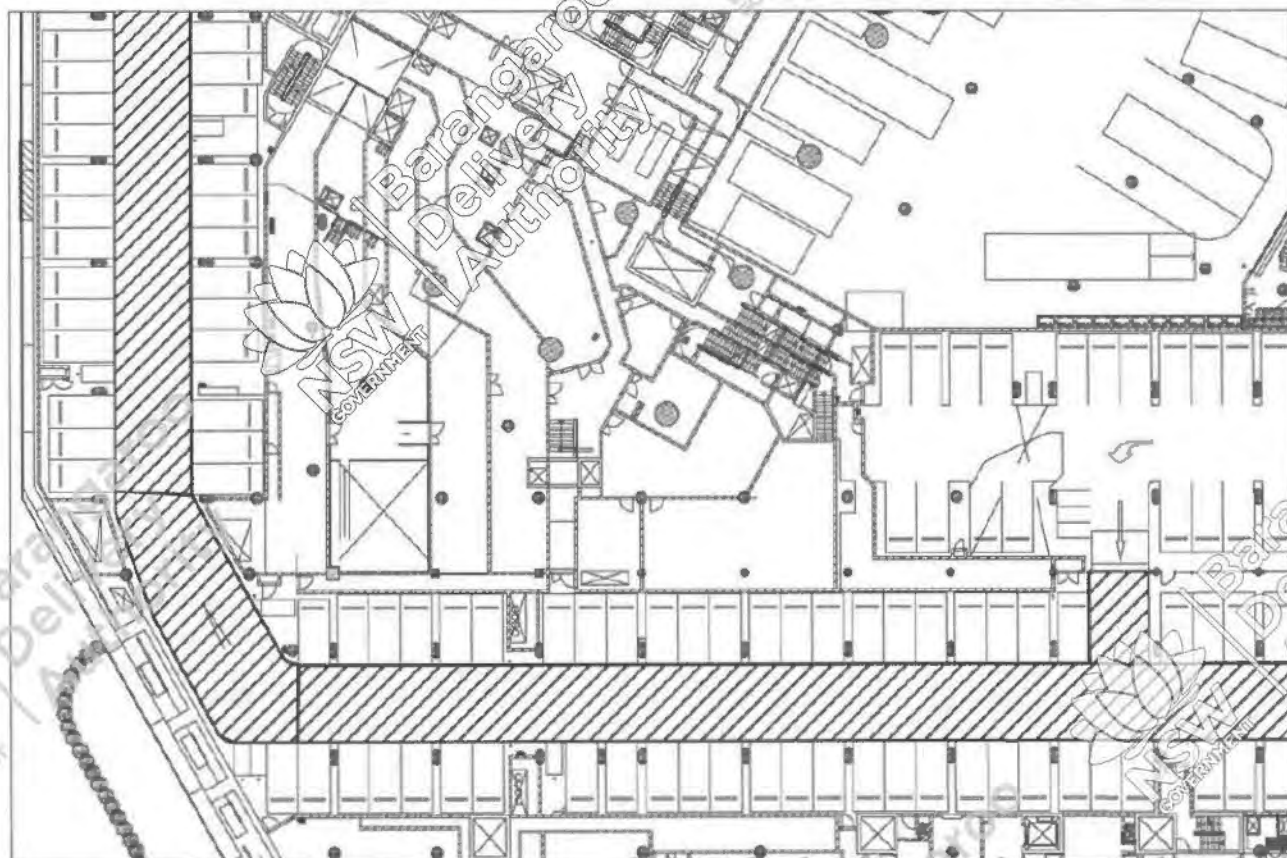
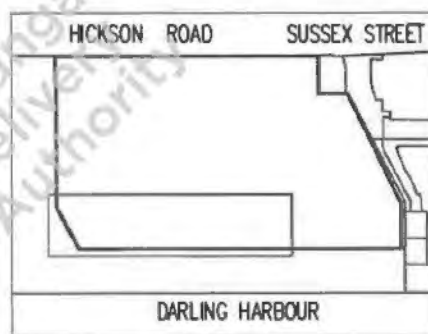
-  SF 5.7 ACCESSWAYS AND ENTRY/EXITS
-  SF 5.2.1 BASEMENT VEHICLE ACCESSWAYS

BASEMENT LEVEL 1

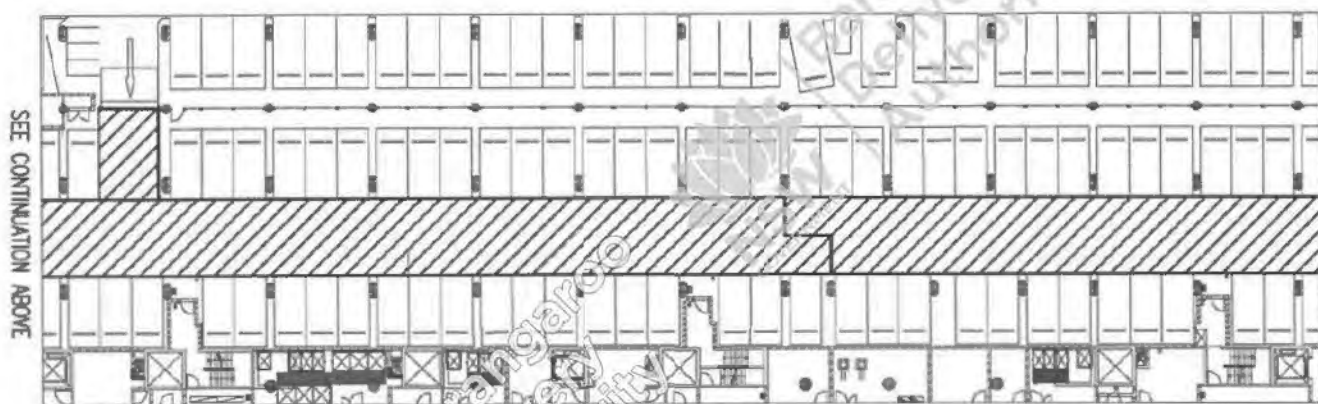
GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 05-E



SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE

SEE CONTINUATION NEXT SHEET

SF 5.2.1 BASEMENT VEHICLE ACCESSWAYS

BASEMENT LEVEL 1

GeoStrata

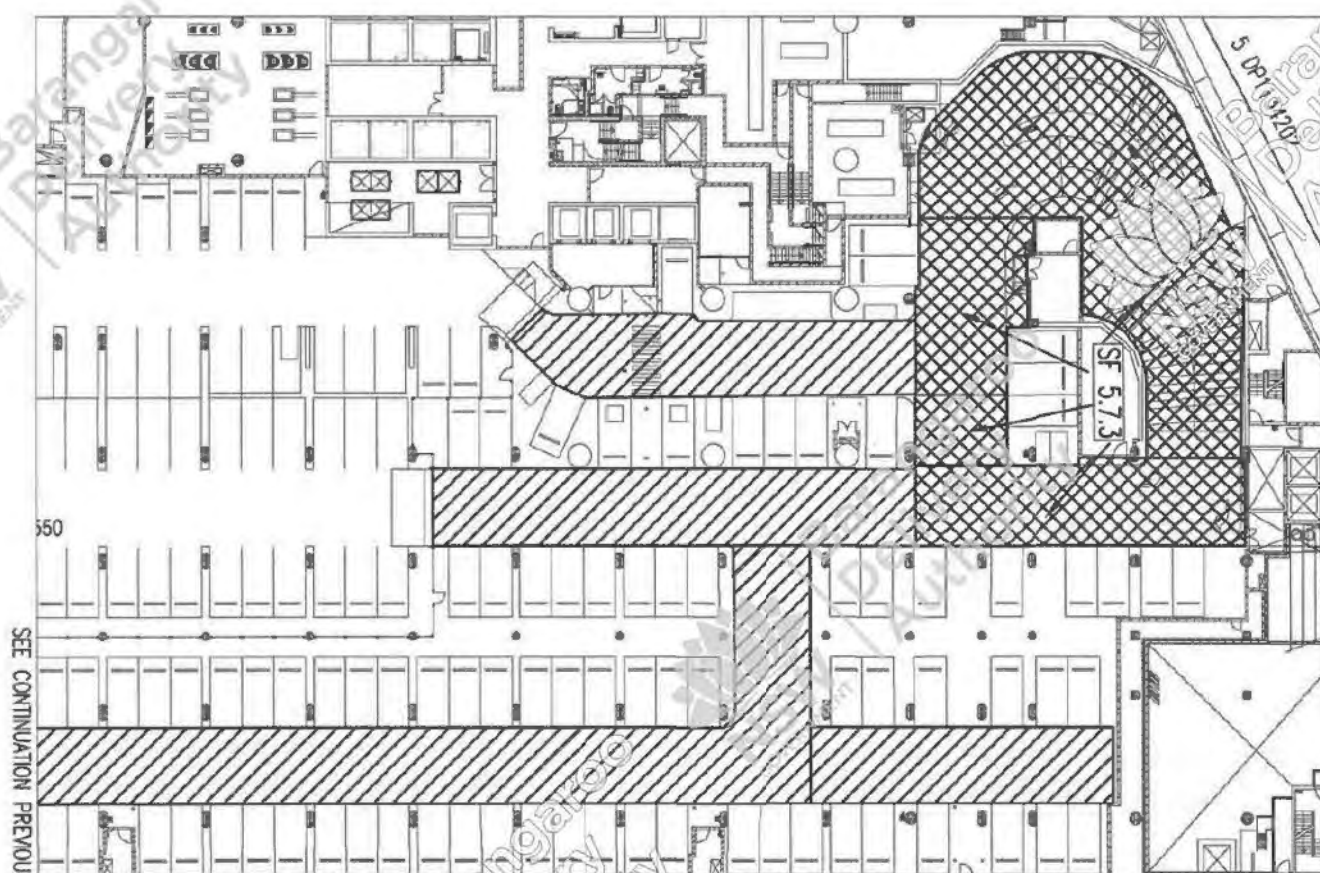
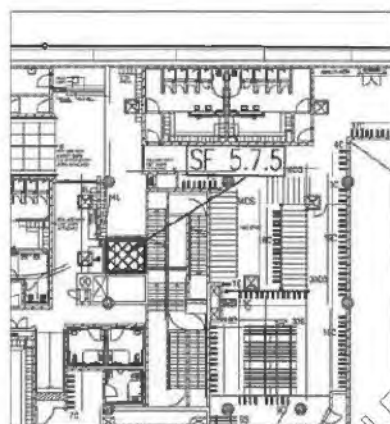
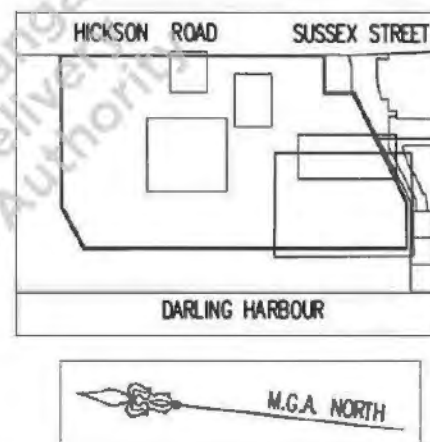
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 05-F



SEE CONTINUATION PREVIOUS SHEET

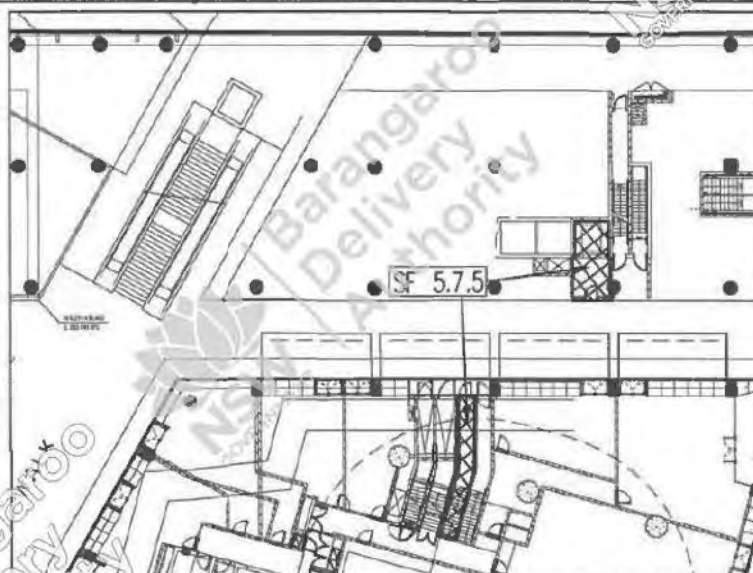
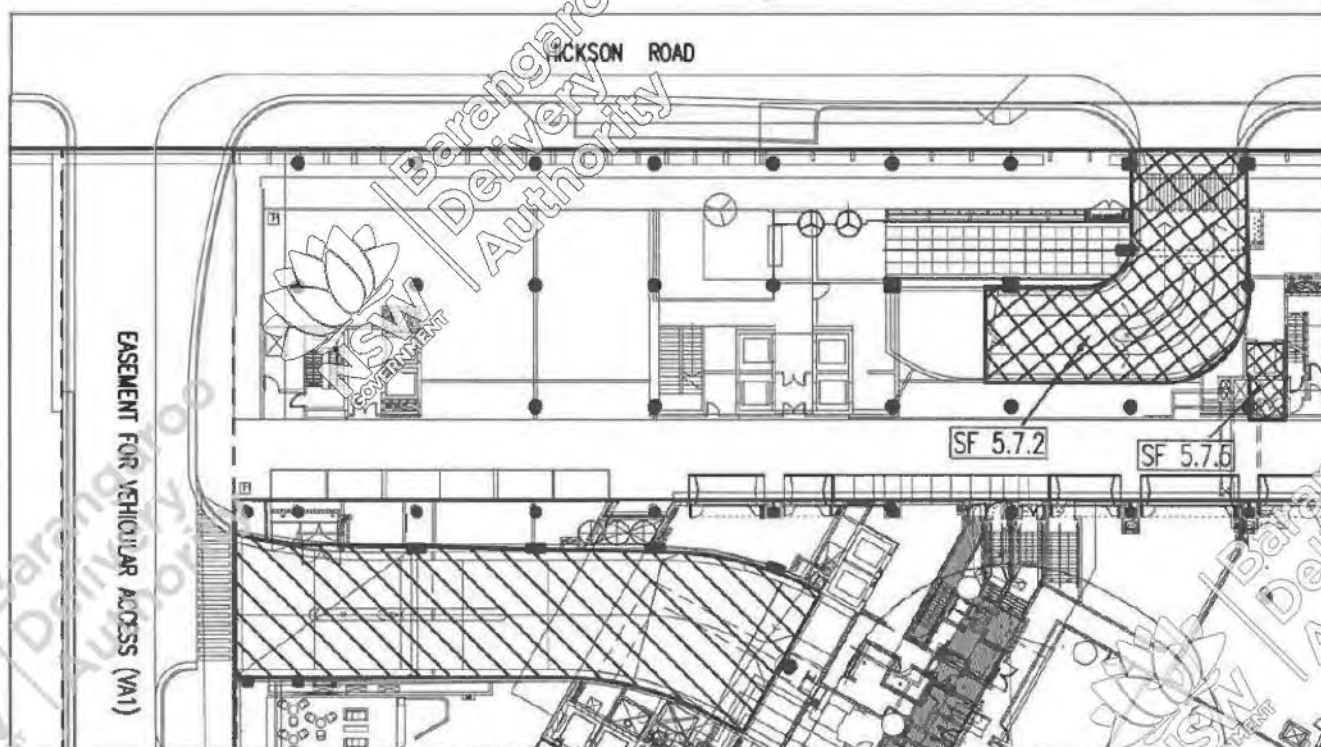
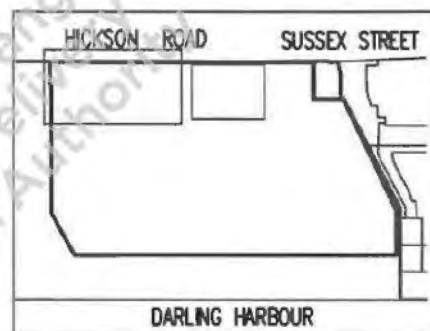
- SF 5.7 ACCESSWAYS AND ENTRY/EXITS
- SF 5.2.1 BASEMENT VEHICLE ACCESSWAYS

BASEMENT LEVEL 1

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 05-G



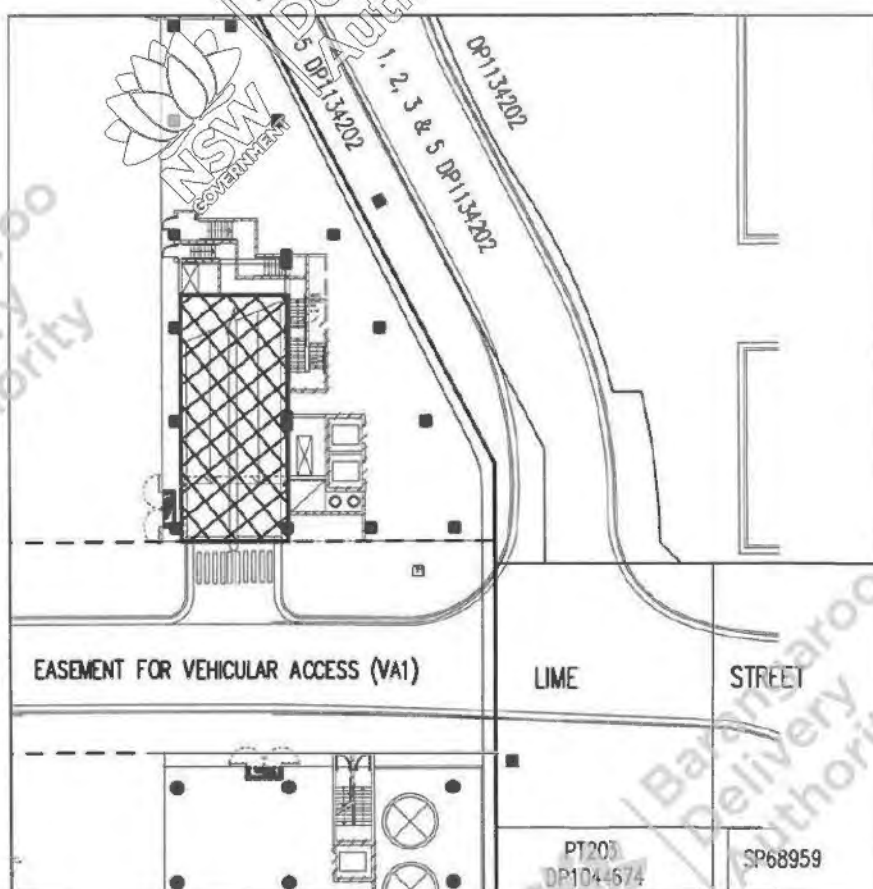
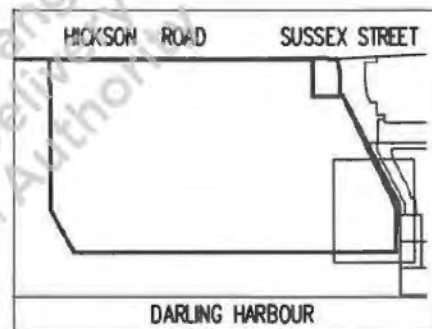
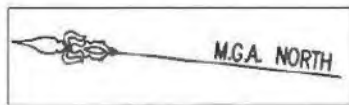
GROUND LEVEL

-  SF 5.7 ACCESSWAYS AND ENTRY/EXITS
-  SF 5.7.1 ACCESSWAYS AND ENTRY/EXITS

GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT SCHEDULE 2 – SHARED FACILITY PLAN 05-H



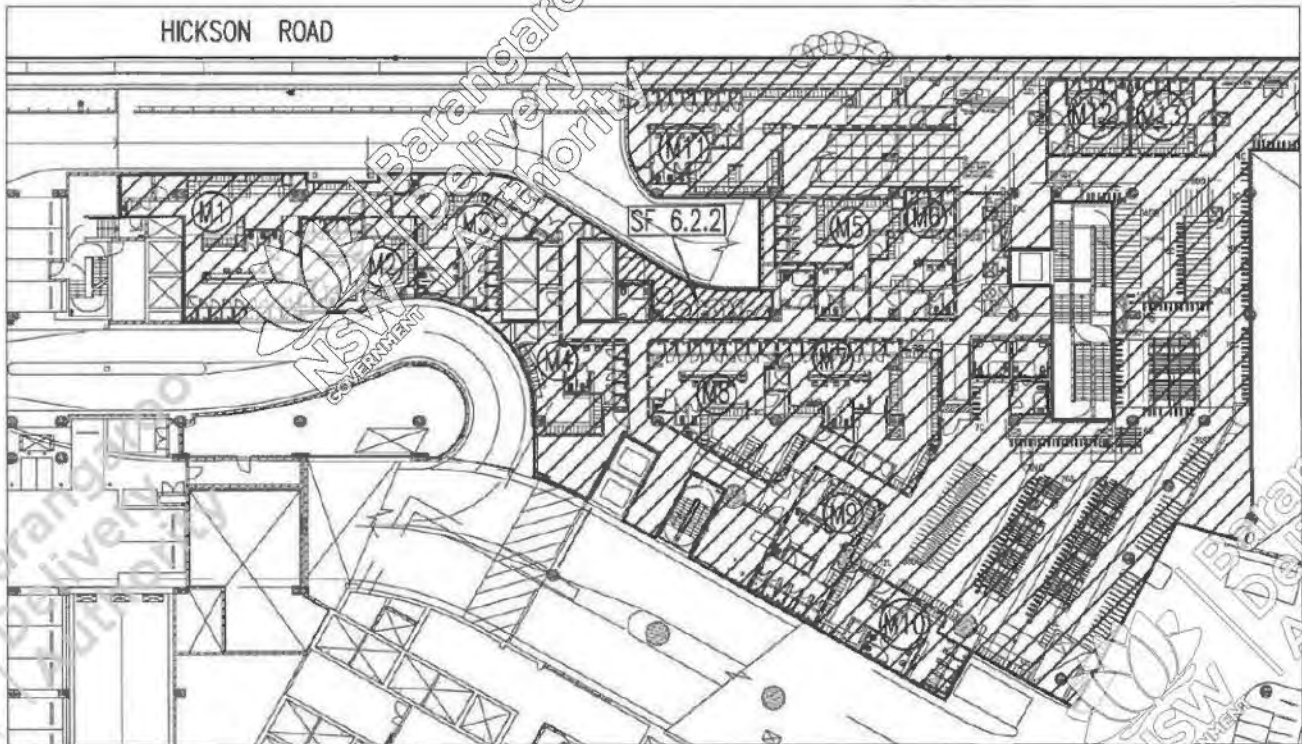
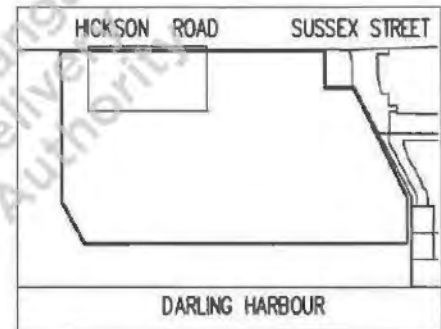
GROUND LEVEL

SF 5.7.3 ACCESSWAYS AND ENTRY/EXITS

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 06-A



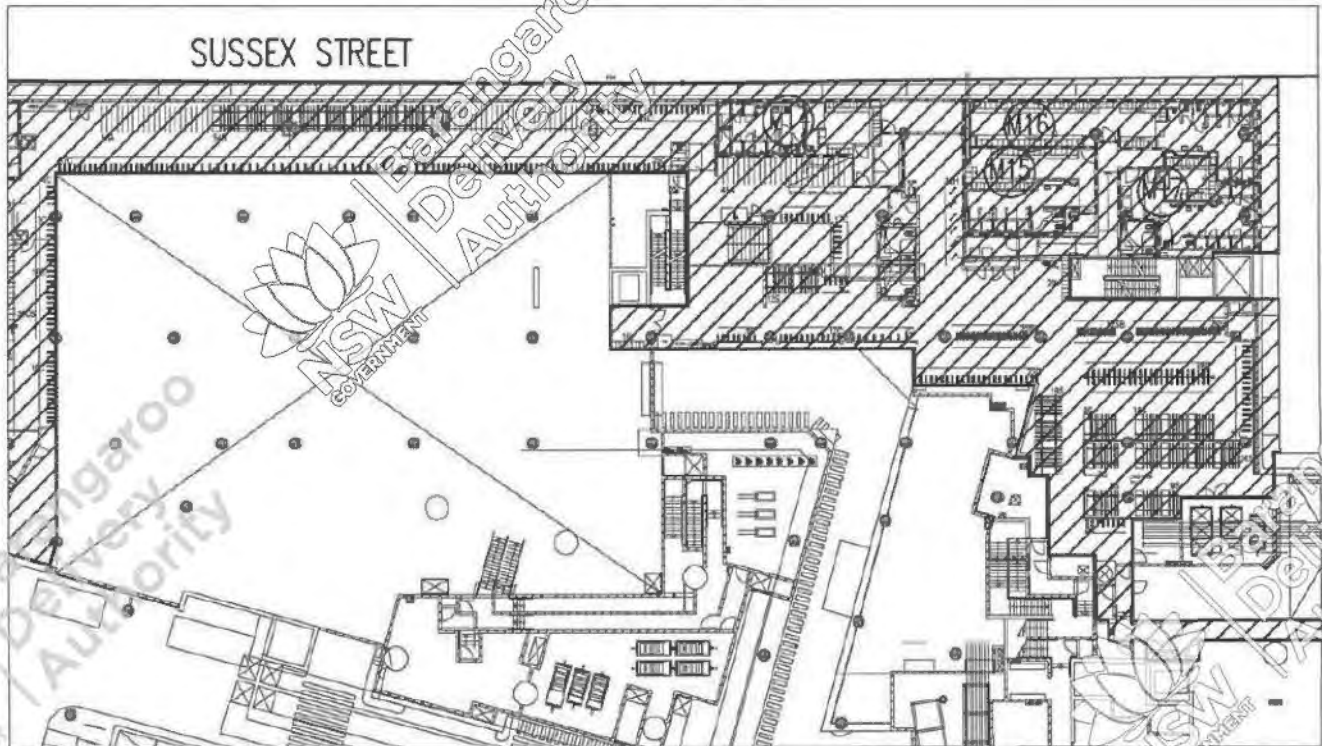
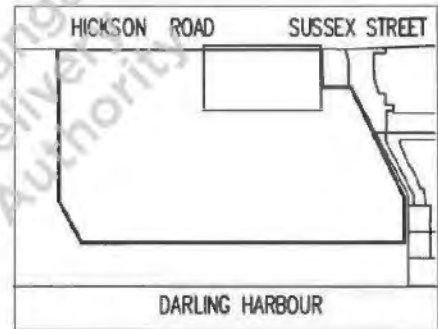
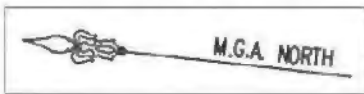
- SF 5.3 BICYCLE AND AMENITIES AREA
 DENOTES MODULE AREAS
 M1 TO M22 DENOTES MODULE NUMBERS 1 TO 22

BASEMENT LEVEL 1

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 06-B



-  SF 5.3 BICYCLE AND AMENITIES AREA
-  DENOTES MODULE AREAS
- M1 TO M22 DENOTES MODULE NUMBERS 1 TO 22

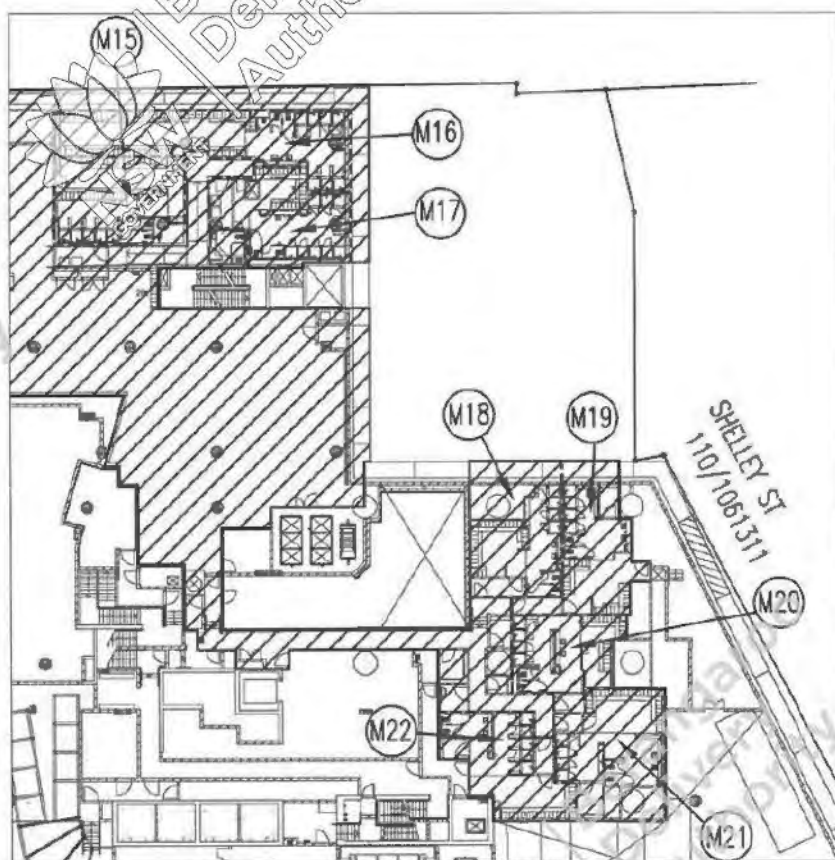
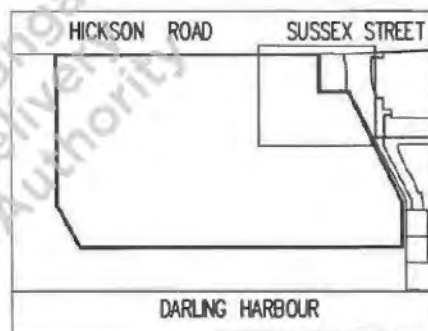
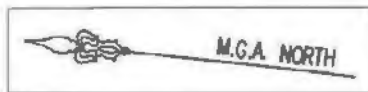


BASEMENT LEVEL 1

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT SCHEDULE 2 – SHARED FACILITY PLAN 06-C



-  SF 5.3 BICYCLE AND AMENITIES AREA
-  DENOTES MODULE AREAS
- M1 TO M22 DENOTES MODULE NUMBERS 1 TO 22



BASEMENT LEVEL 1

GeoStrata

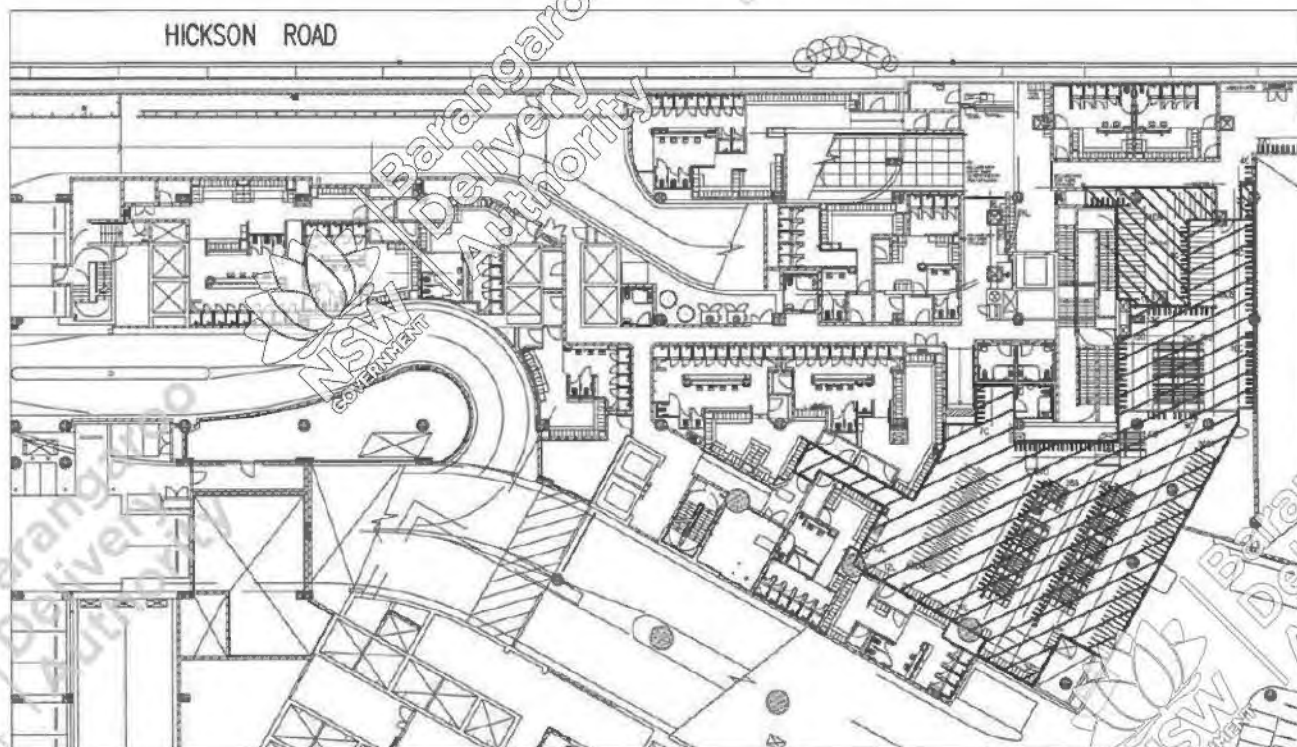
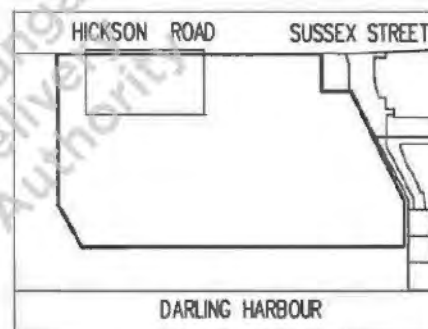
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT SCHEDULE 2 – SHARED FACILITY PLAN 06-D



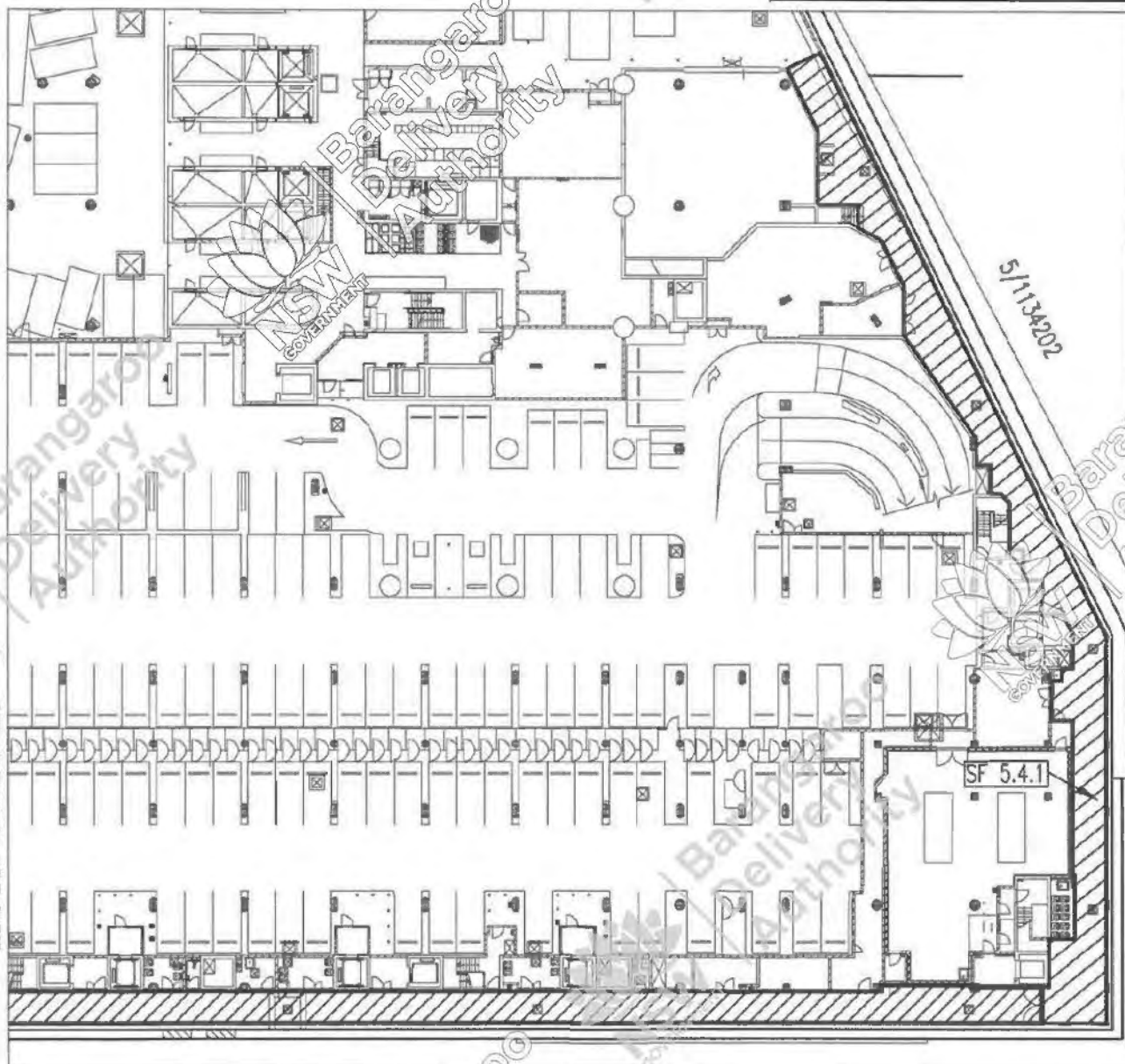
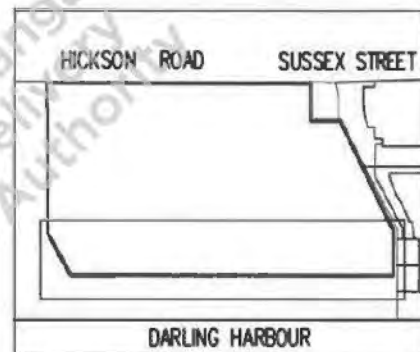
- SF 5.3 BICYCLE AND AMENITIES AREA
-  AREA A – T2 DEDICATED SECURED BIKE AREA
 -  AREA B – T1 DEDICATED BIKE AREA

BASEMENT LEVEL 1

GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014
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BARANGAROO SOUTH - BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 - SHARED FACILITY PLAN 07-A



SEE CONTINUATION NEXT SHEET

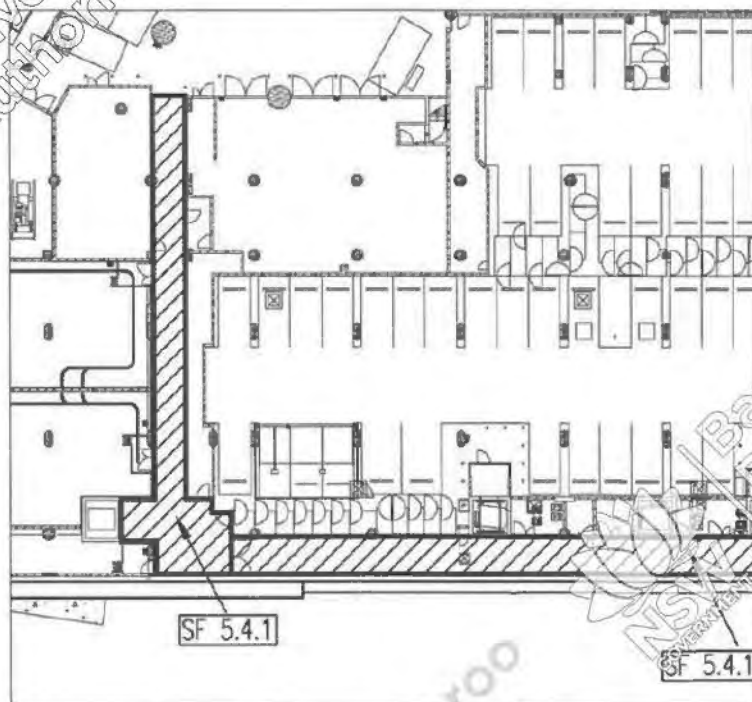
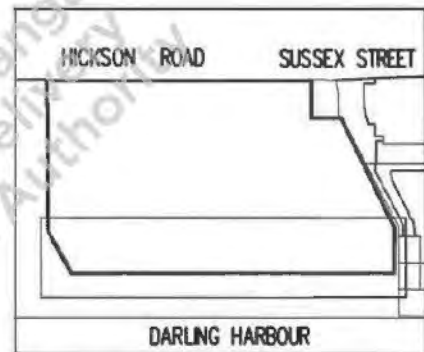
 SF 5.4 CORRIDOR AREAS (BACK OF HOUSE)

BASEMENT LEVEL 2

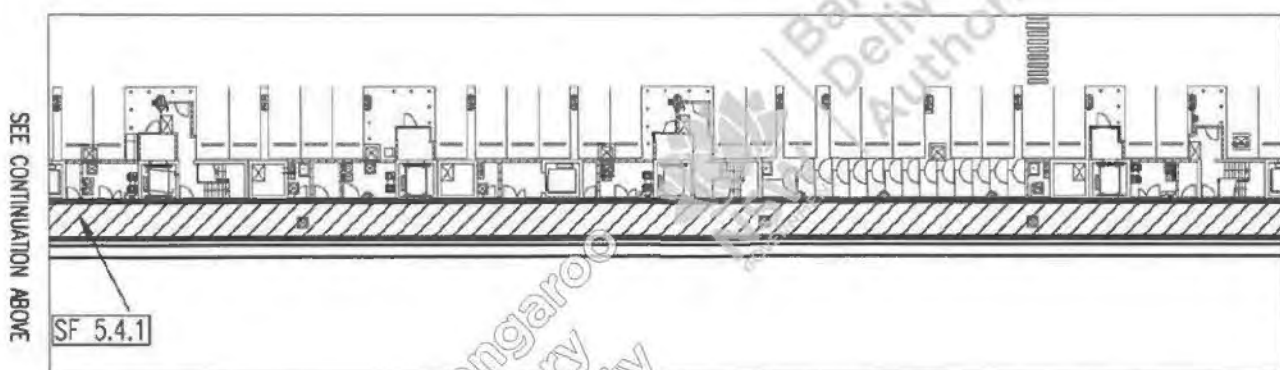
GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 07-B



SEE CONTINUATION BELOW



SEE CONTINUATION ABOVE

SEE CONTINUATION PREVIOUS SHEET

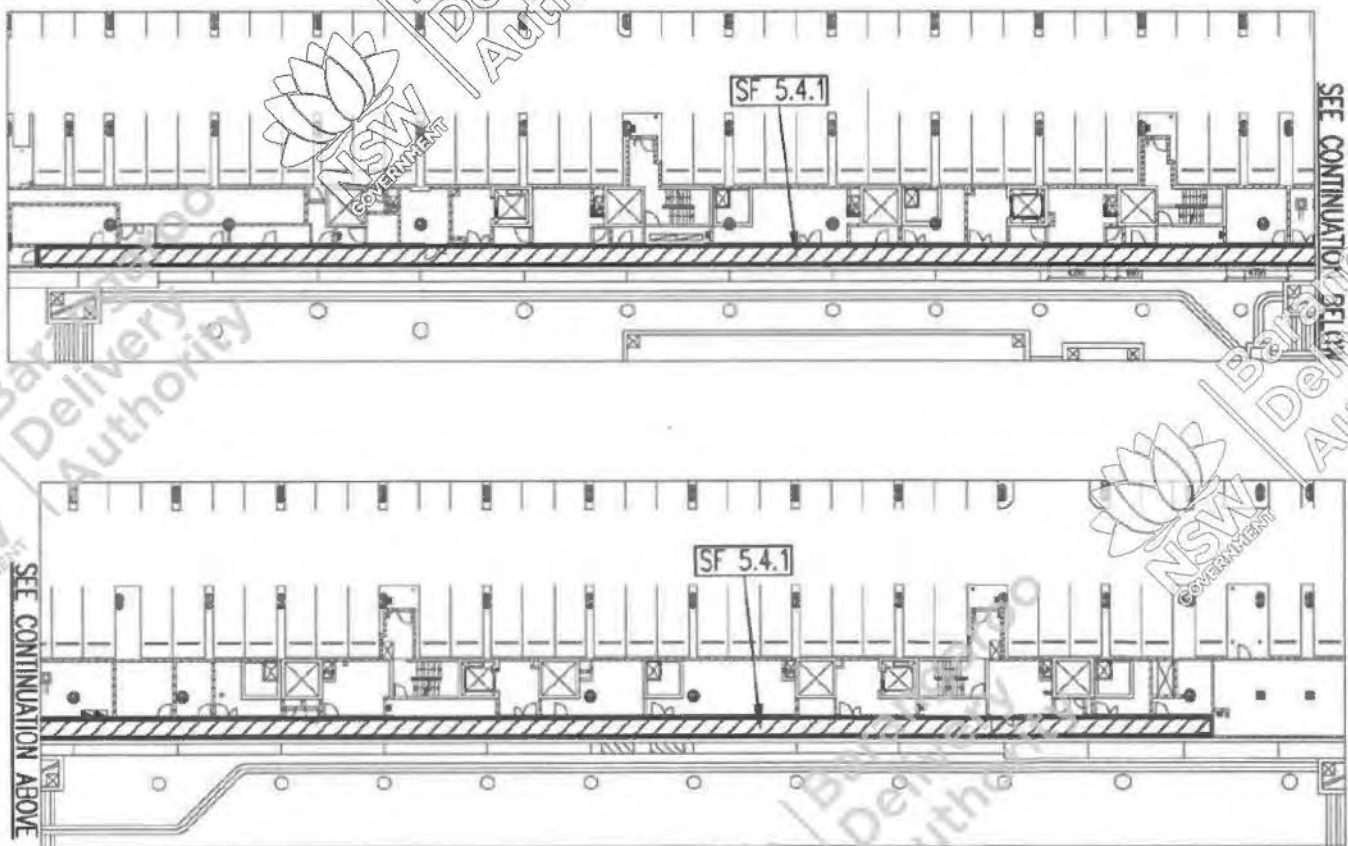
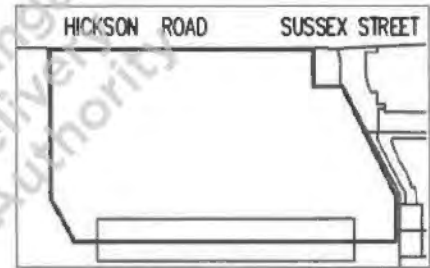
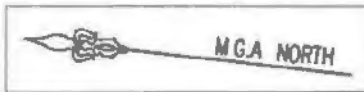
 SF 5.4 CORRIDOR AREAS (BACK OF HOUSE)

BASEMENT LEVEL 2

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
 DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 07-C



/// SF 5.4 CORRIDOR (BACK OF HOUSE)

BASEMENT LEVEL 1

GeoStrata

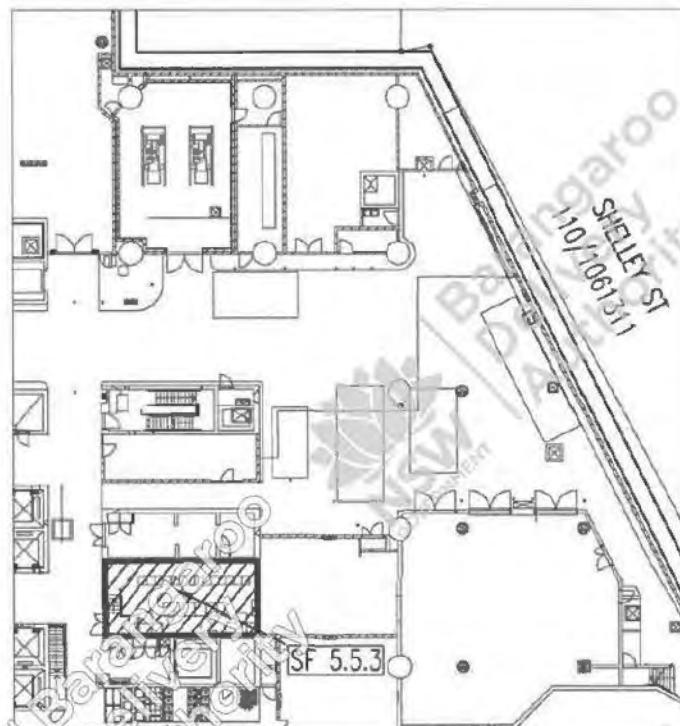
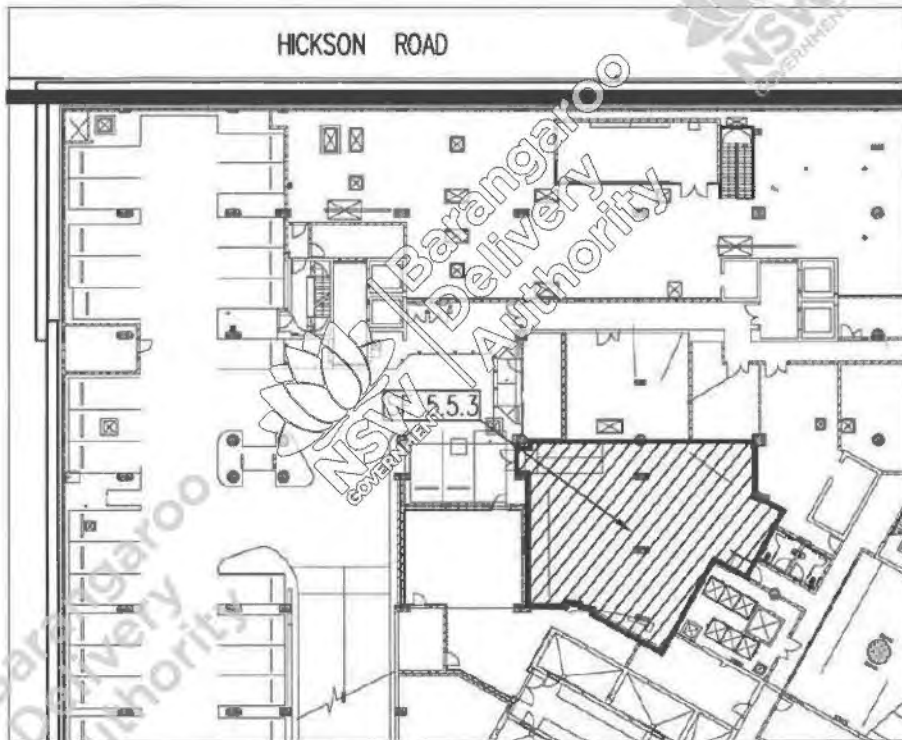
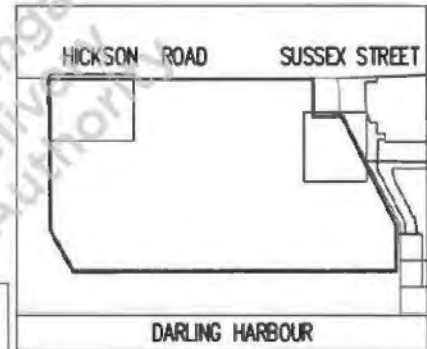
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 08-A



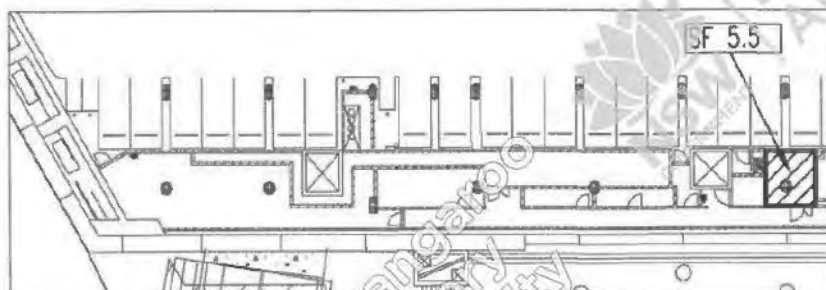
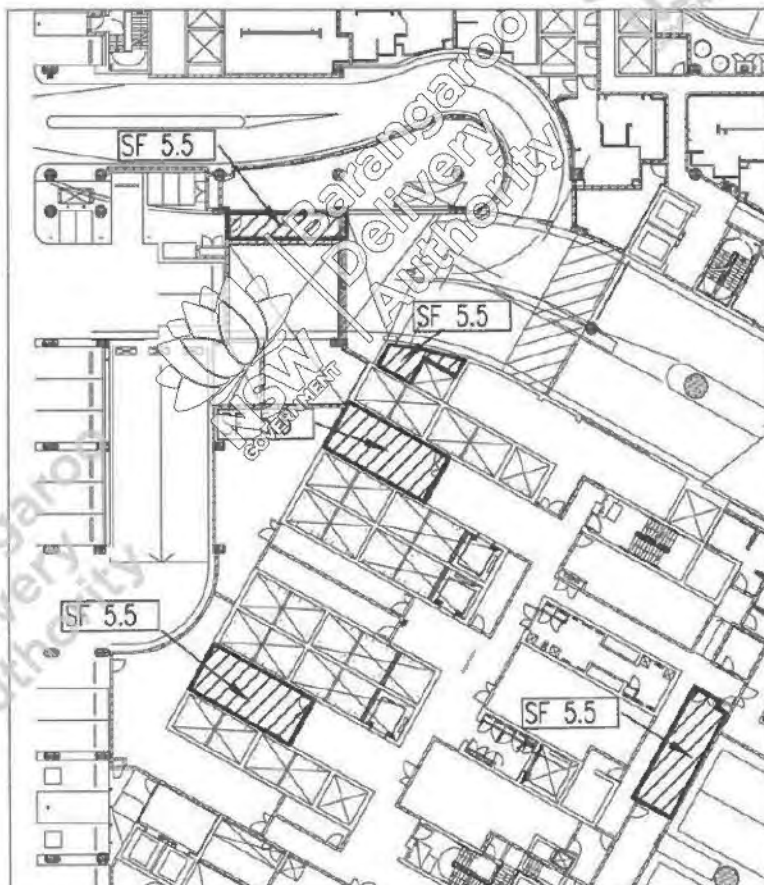
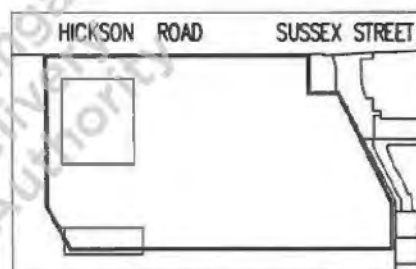
 SF 5.5.3 SHARED CAMPUS PRECINCT NO. 1 ROOMS

BASEMENT LEVEL 2

GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 08-B



/// SF 5.5 COMMUNICATIONS

BASEMENT LEVEL 1

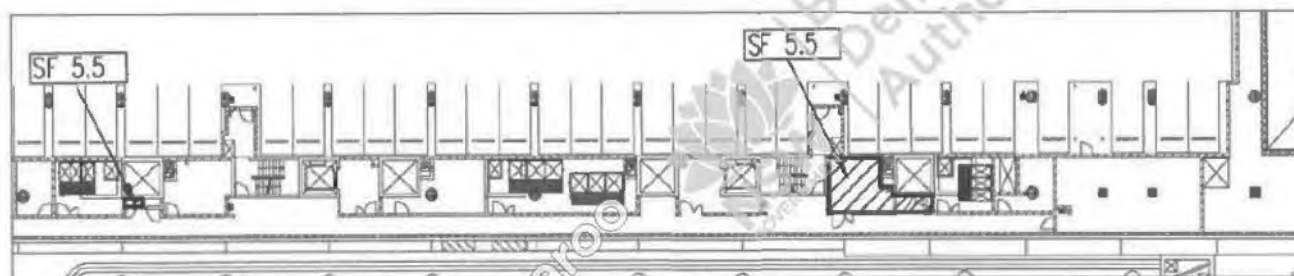
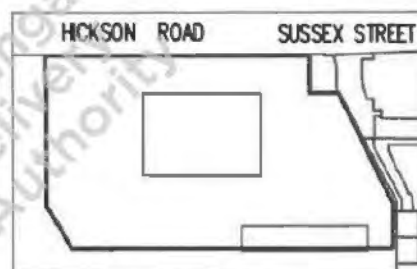
GeoStrata
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 08-C



 SF 5.5 COMMUNICATIONS

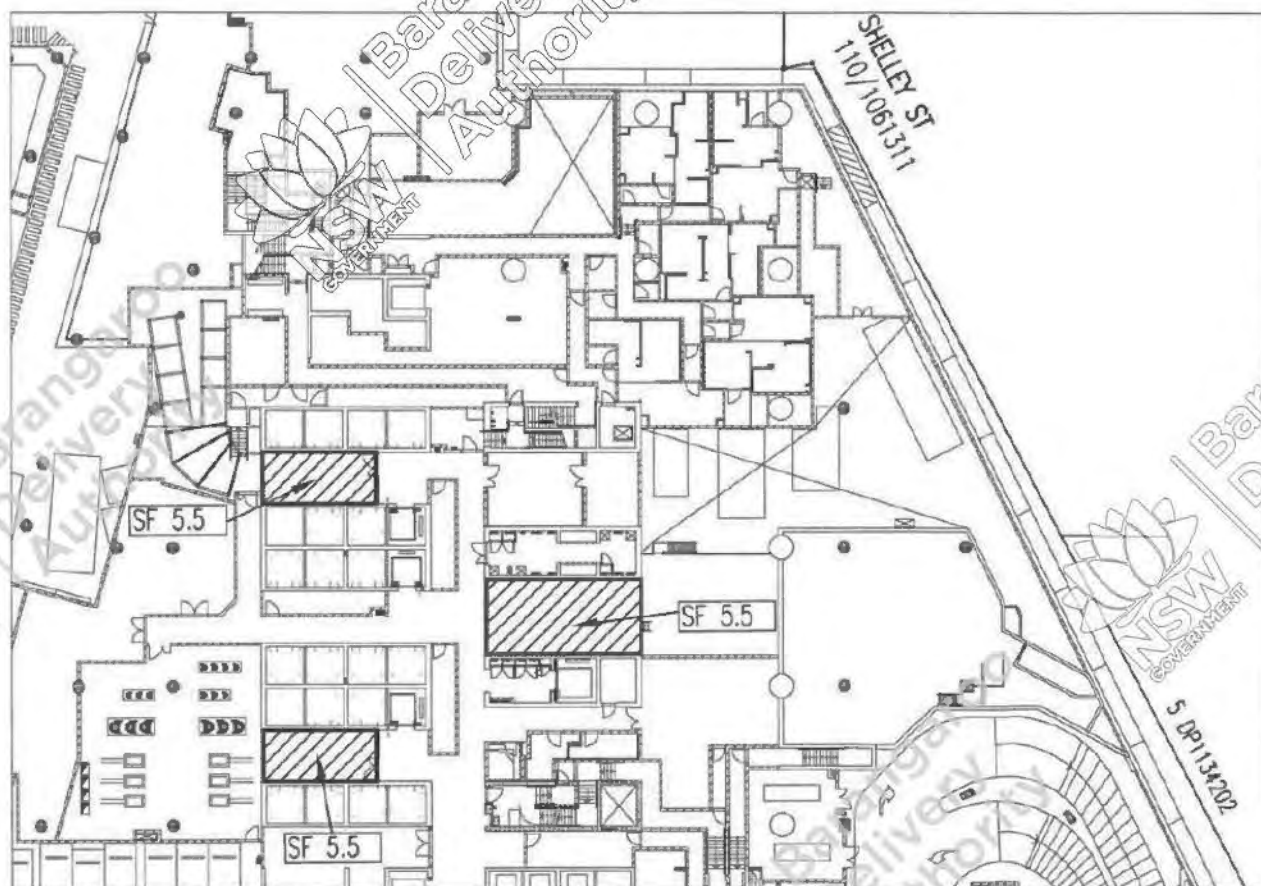
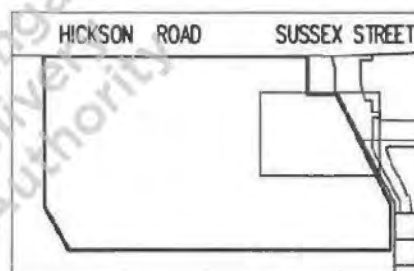
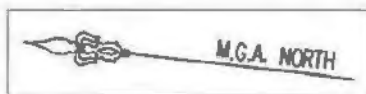
BASEMENT LEVEL 1

GeoStrata
Project Surveying

SCALE 1:500 AT A4
DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 08-D



 SF 5.5 COMMUNICATIONS

BASEMENT LEVEL 1

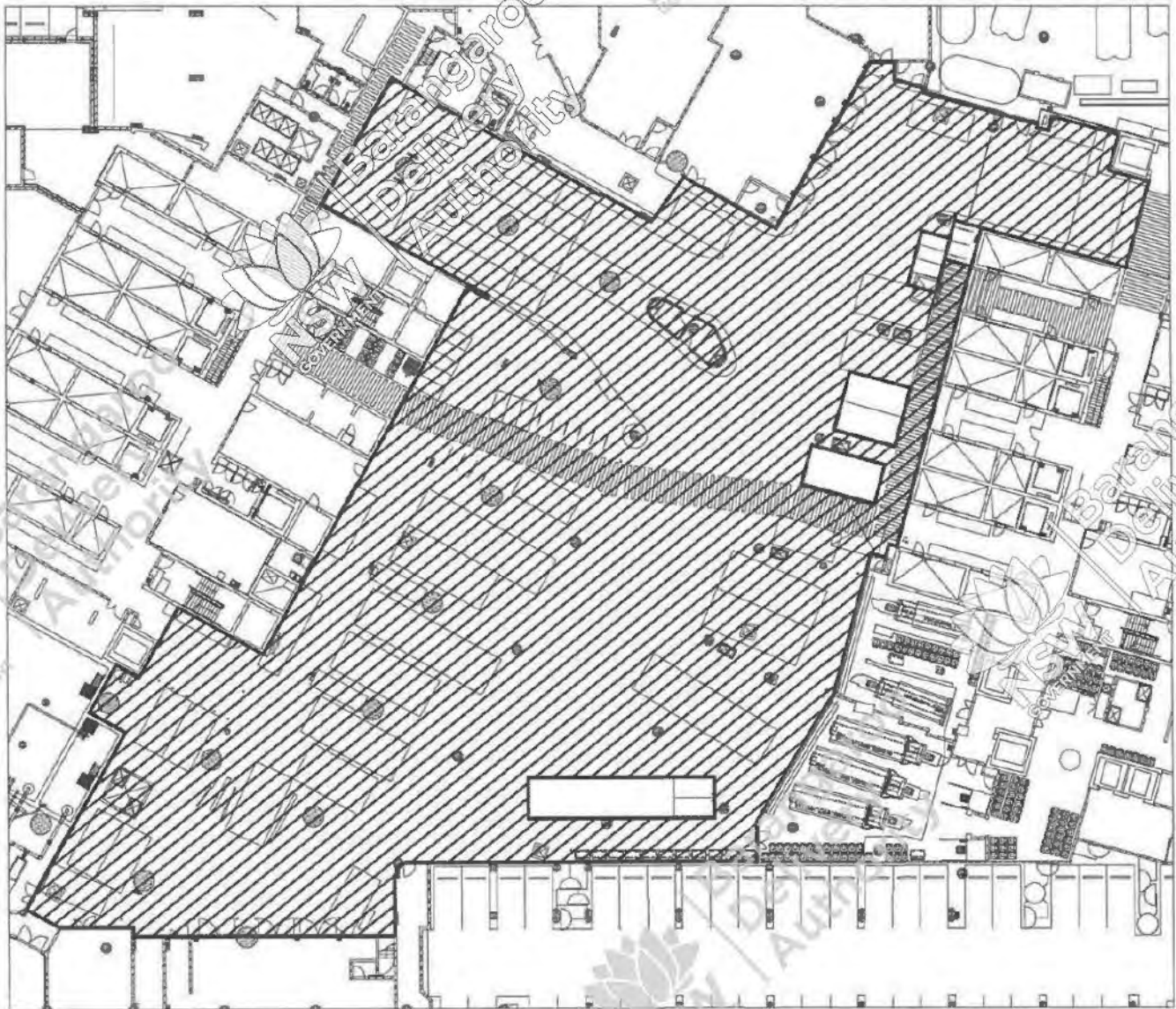
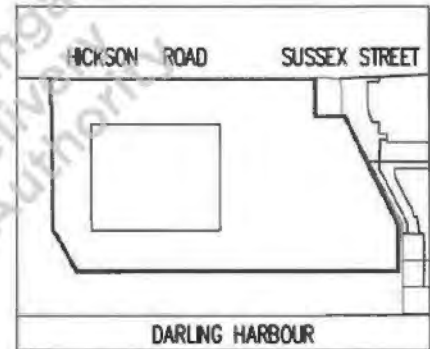
GeoStrata
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 09-A



 SF 5.6.1 LOADING DOCK No.1

BASEMENT LEVEL 2

GeoStrata

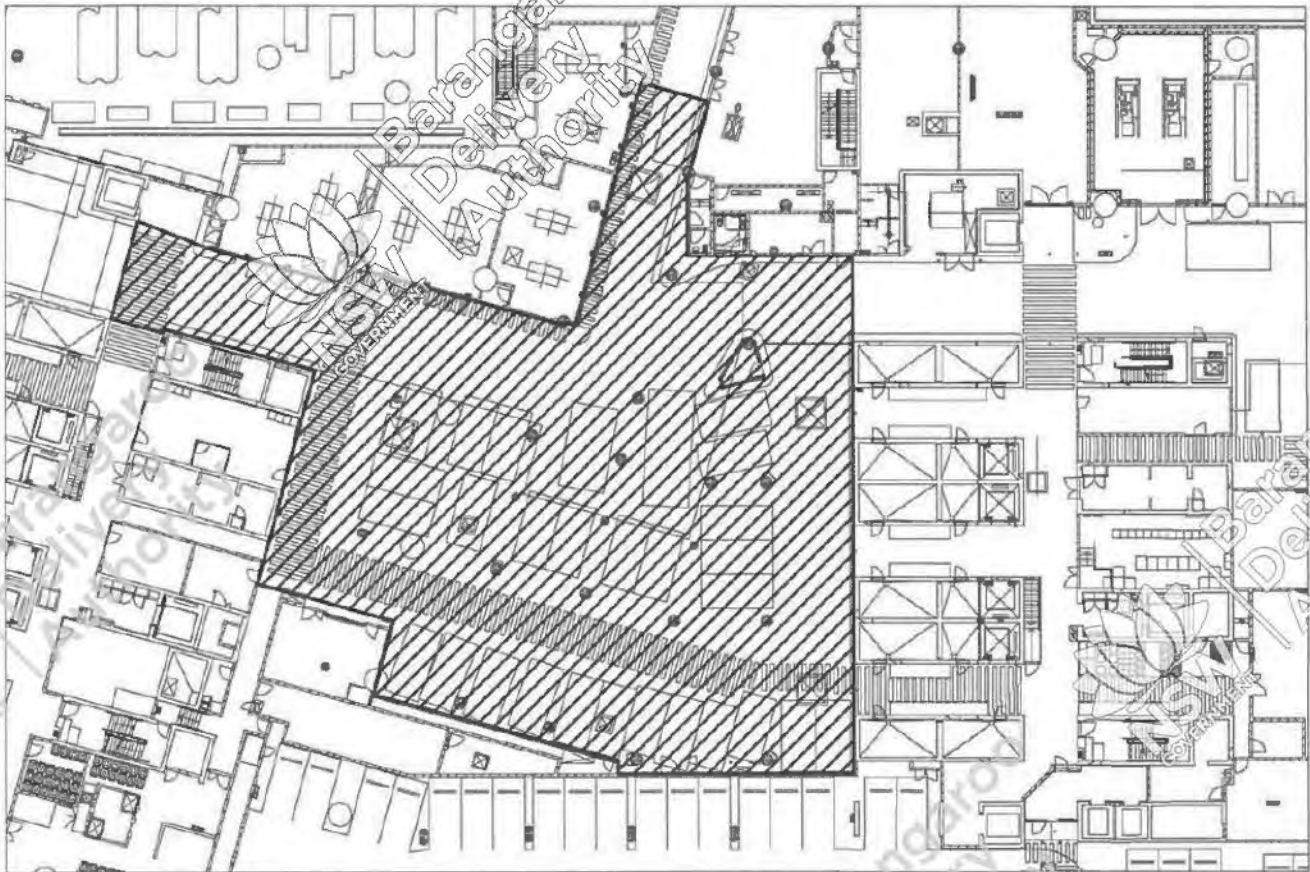
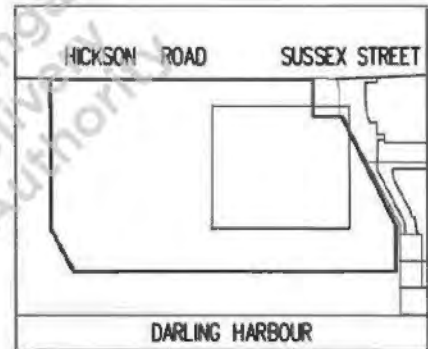
Project Surveying

SCALE 1:500 AT A4

DATED 3-9-2014

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BARANGAROO SOUTH - BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 - SHARED FACILITY PLAN 09-B



 SF 5.6.3 LOADING DOCK No.2

BASEMENT LEVEL 2

GeoStrata

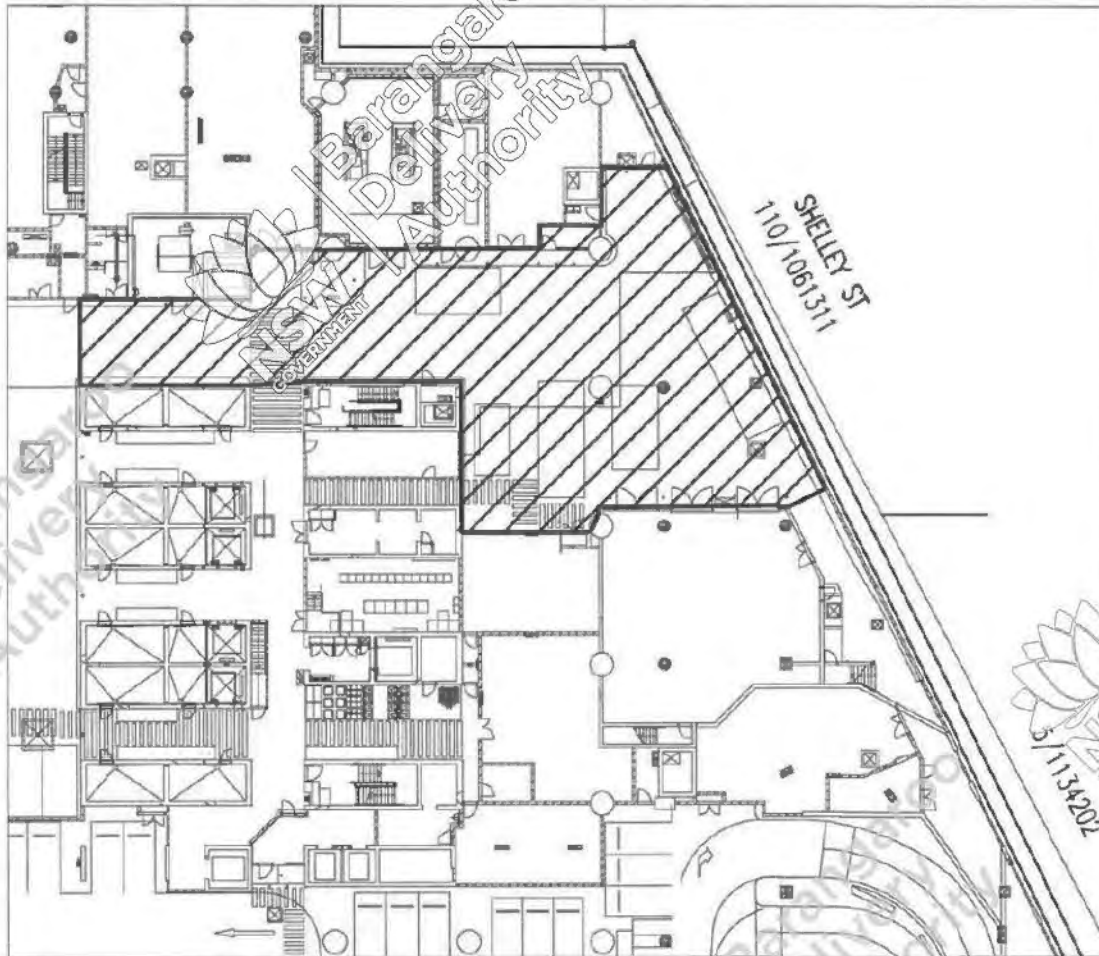
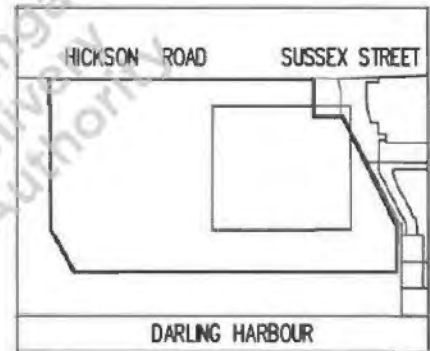
Project Surveying

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BARANGAROO SOUTH - BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 - SHARED FACILITY PLAN 09-C



 SF 5.6.4 LOADING DOCK No.3

BASEMENT LEVEL 2

GeoStrata

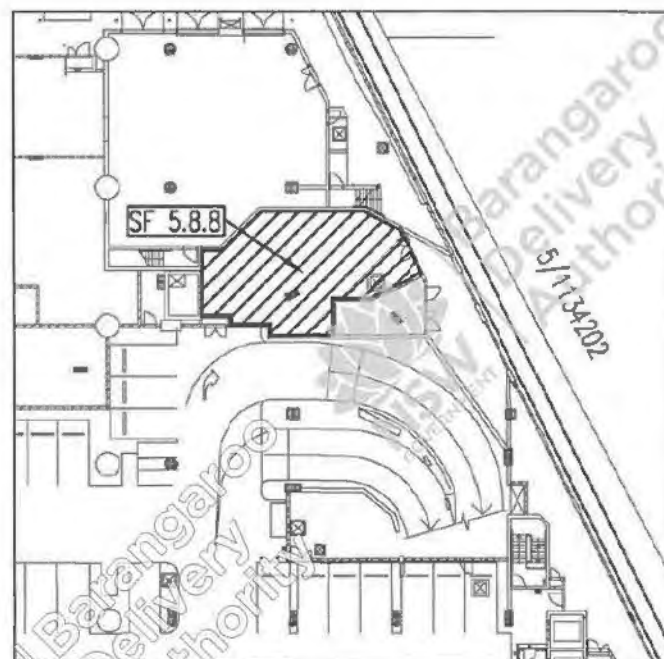
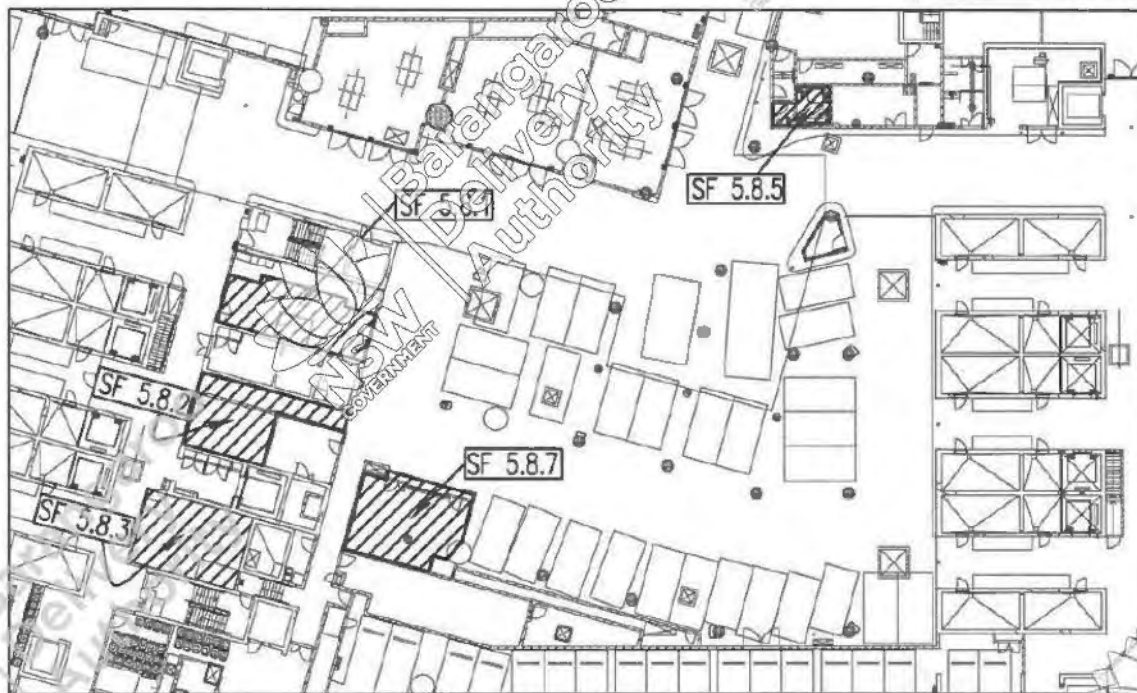
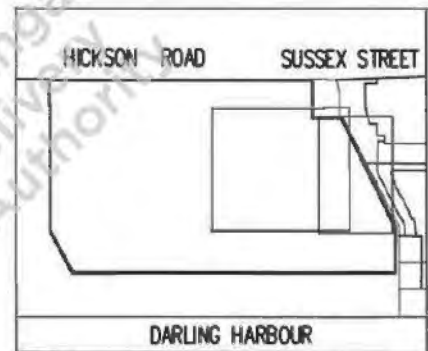
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 10-A



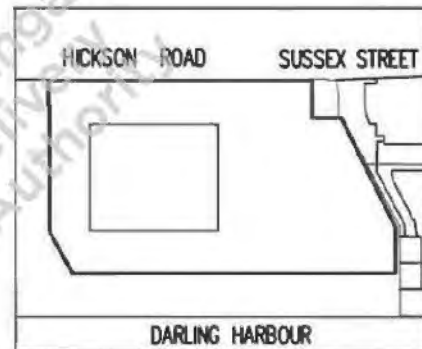
 SF 5.8 SHARED ROOMS

BASEMENT LEVEL 2

GeoStrata
 Project Surveying

SCALE 1:500 AT A4
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 10-B



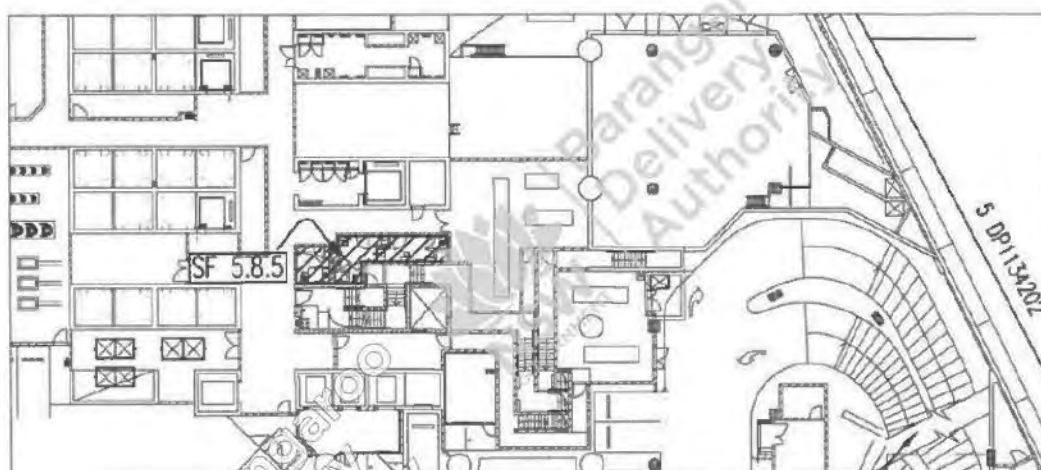
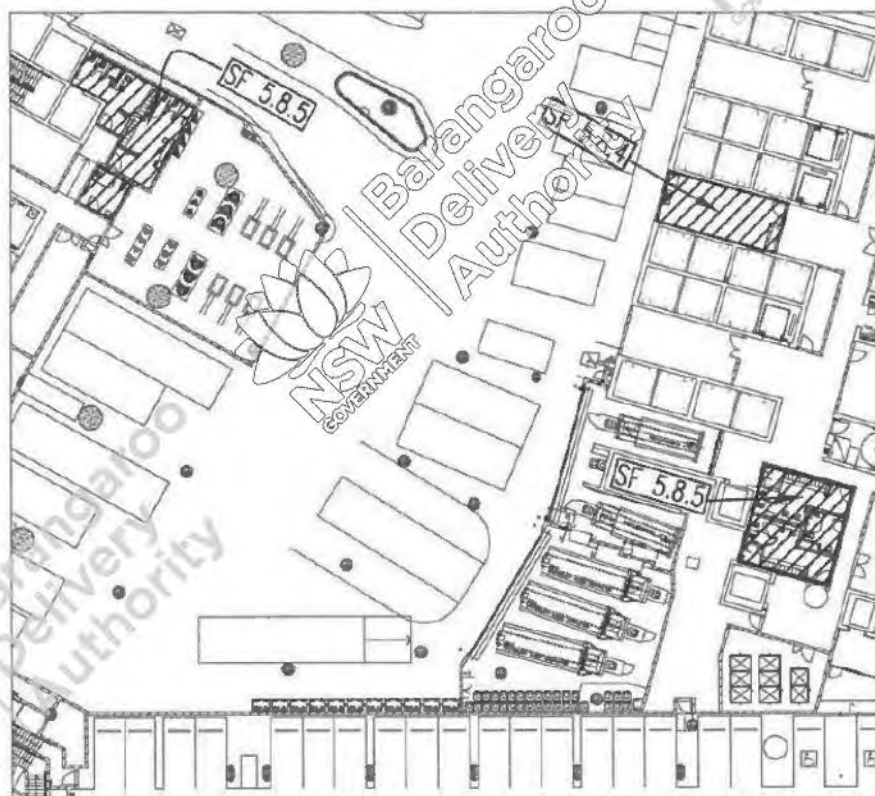
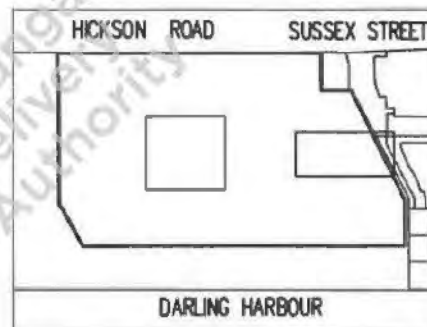
 SF 5.8 SHARED ROOMS

BASEMENT LEVEL 2

GeoStrata
 Project Surveying

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 10-C



 SF 5.8 SHARED ROOMS

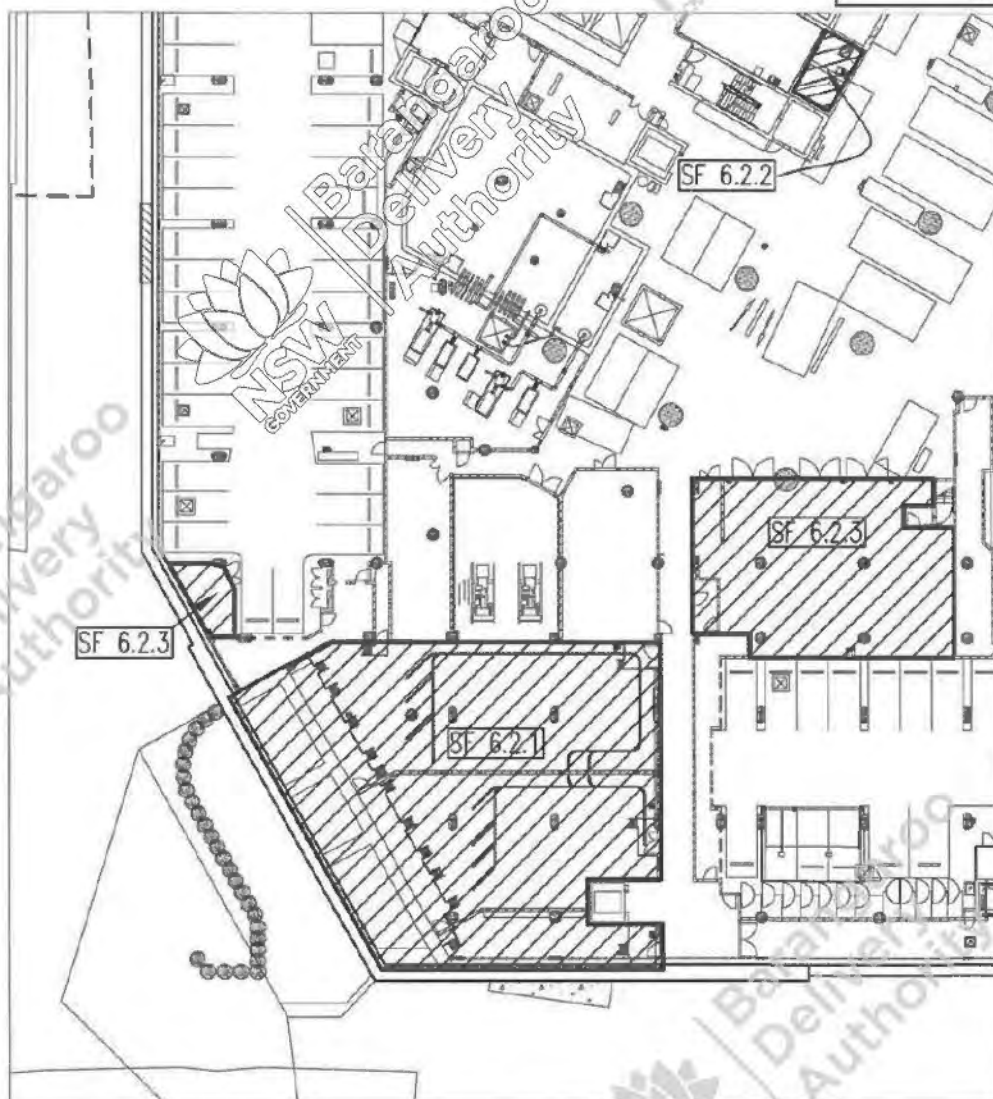
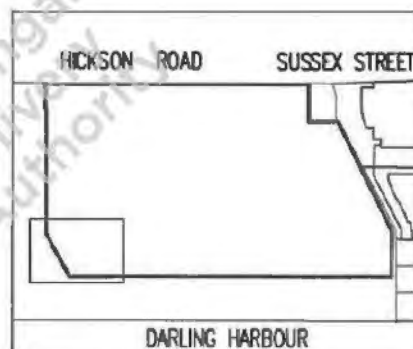
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GeoStrata
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
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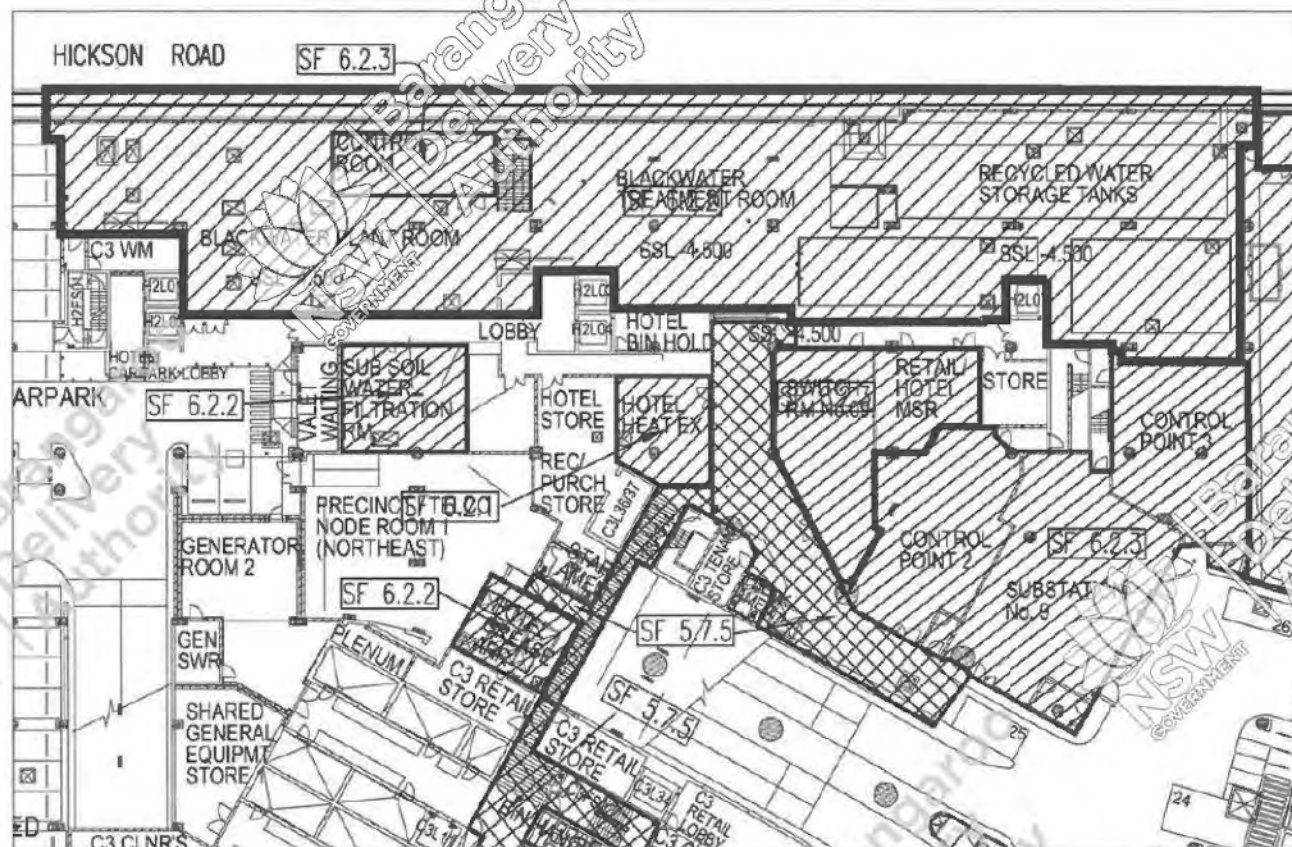
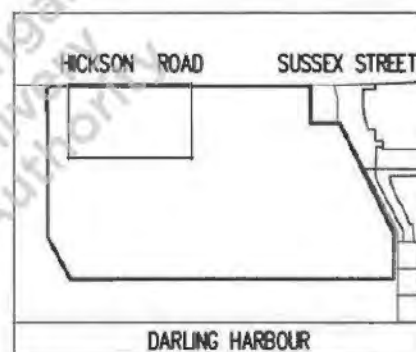
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- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER TREATMENT PLANT
- 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 2

GeoStrata
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
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-  SF 6.2 CENTRAL INFRASTRUCTURE PL/PT
6.2.1 CENTRAL CHILLED WATER PLANT
6.2.2 RECYCLED WATER TREATMENT PLANT
6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 2

GeoStrata

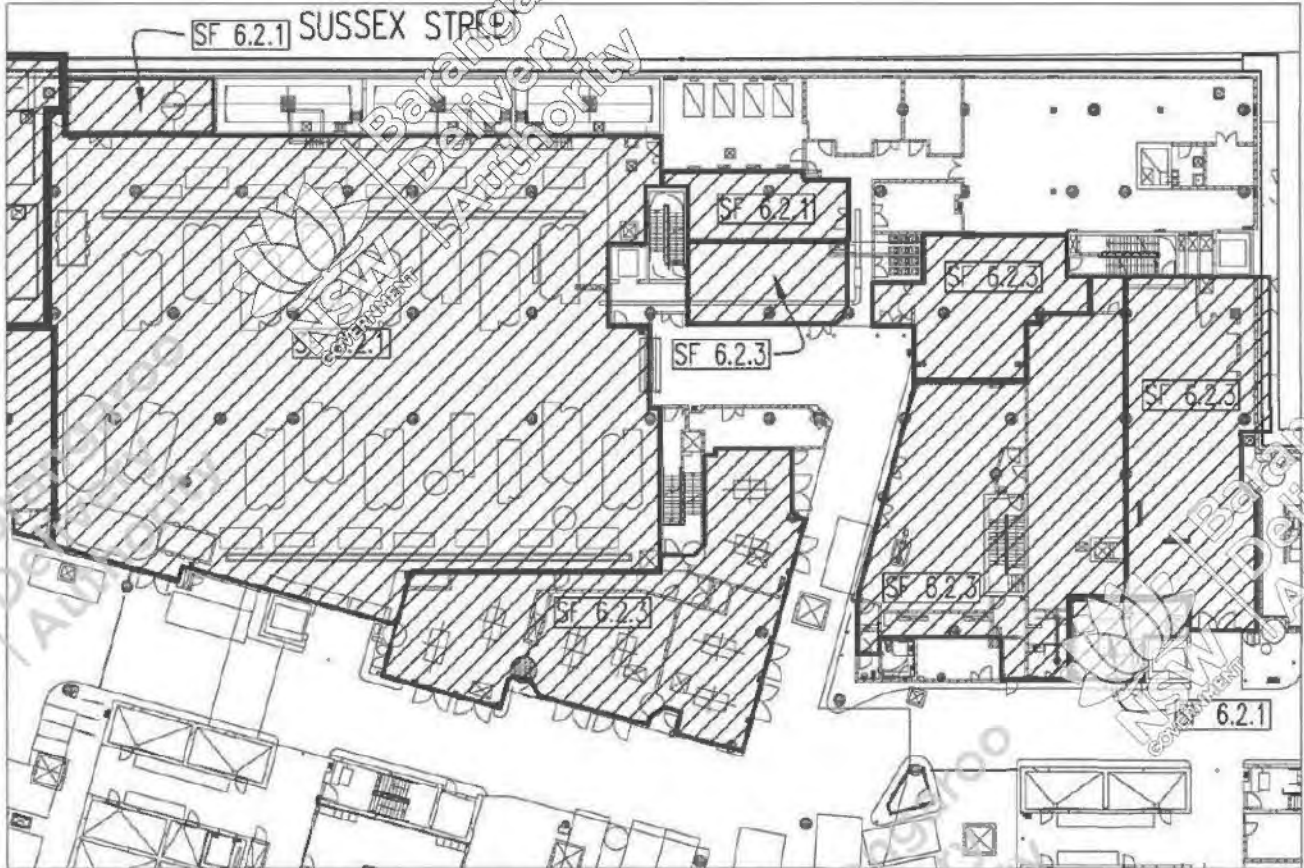
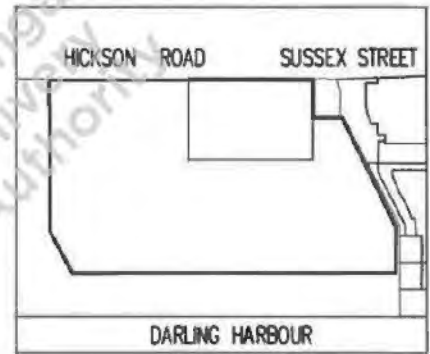
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
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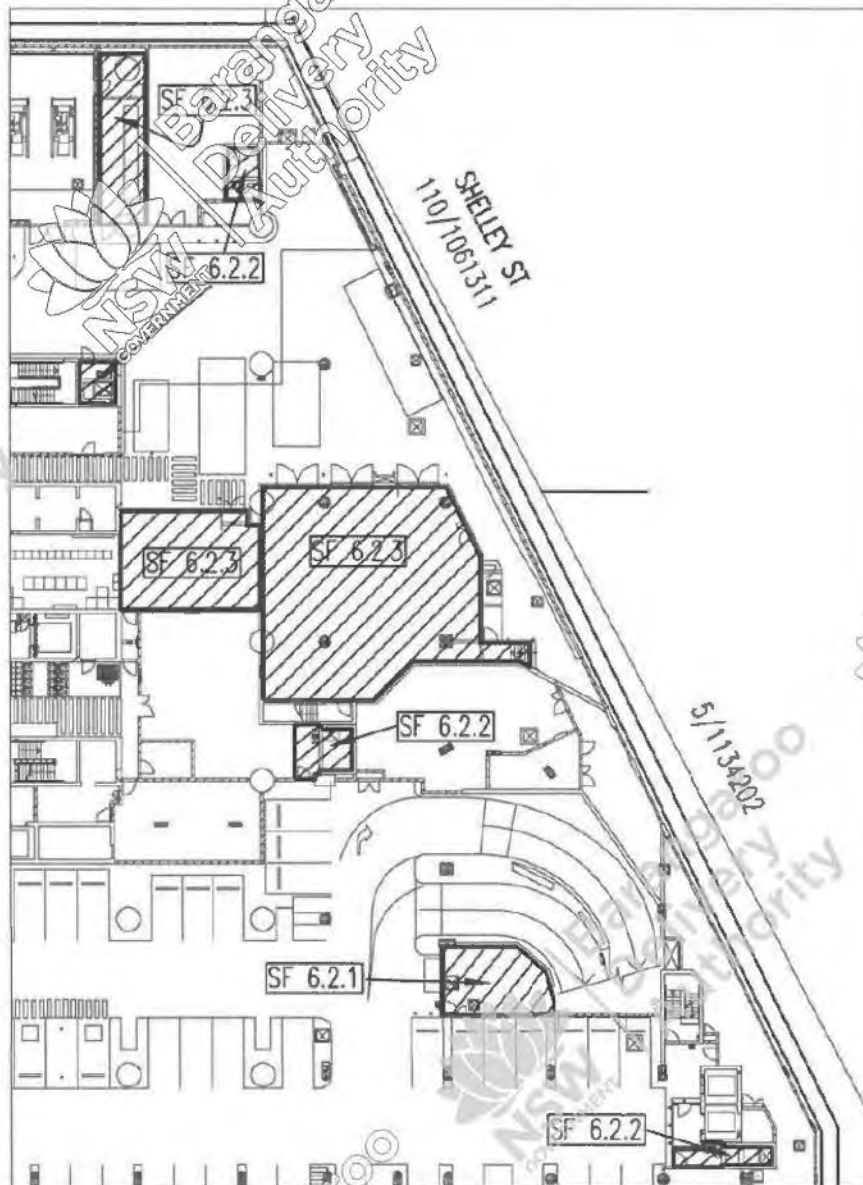
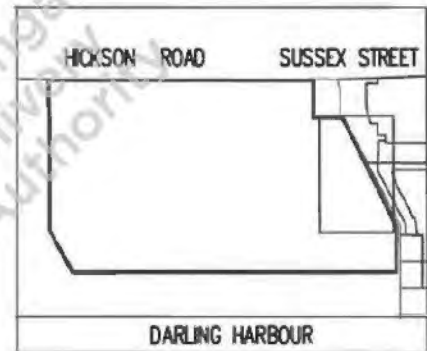
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- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER TREATMENT PLANT
- 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 2

GeoStrata
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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
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-  SF 6.2 CENTRAL INFRASTRUCTURE PLANT
- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER TREATMENT PLANT
- 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 2

GeoStrata

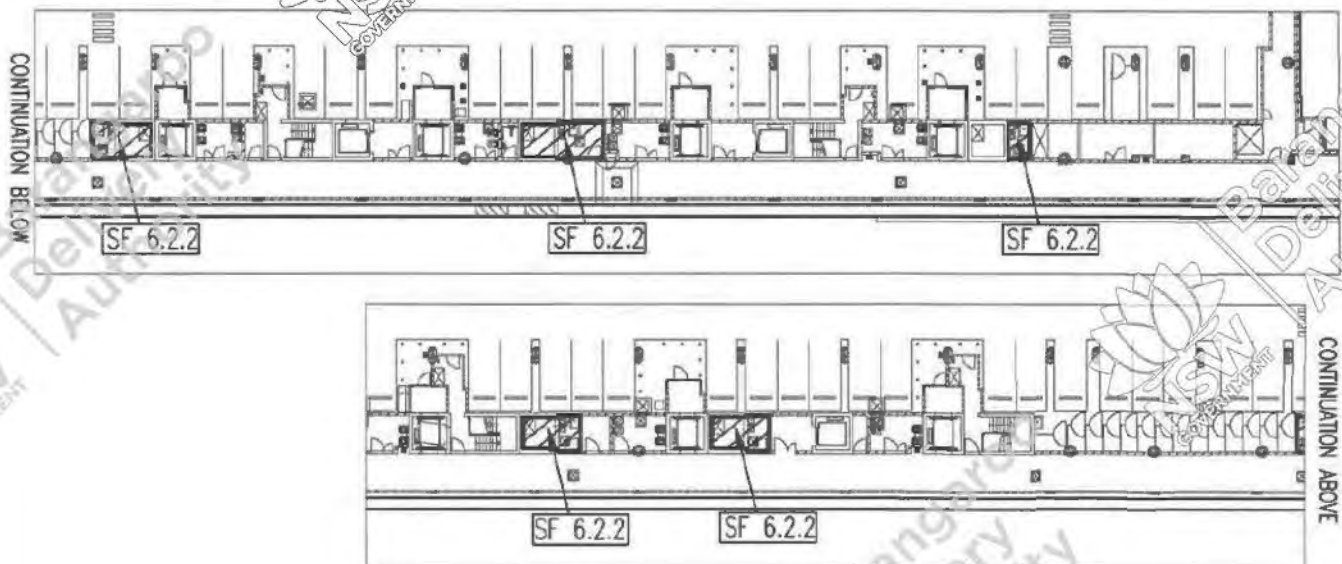
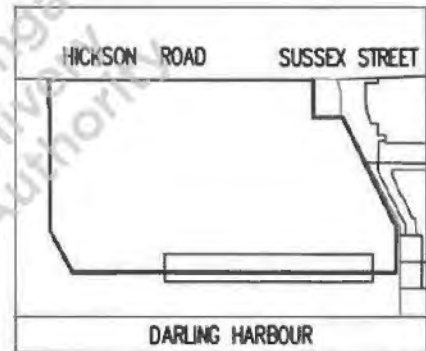
Project Surveying

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
 SCHEDULE 2 – SHARED FACILITY PLAN 11-E



- ▨ SF 6.2 CENTRAL INFRASTRUCTURE PLANT
- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER TREATMENT PLANT
- 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 2

GeoStrata

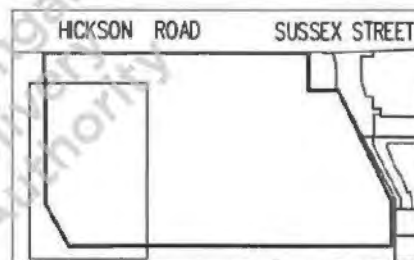
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SCHEDULE 2 – SHARED FACILITY PLAN 11-F



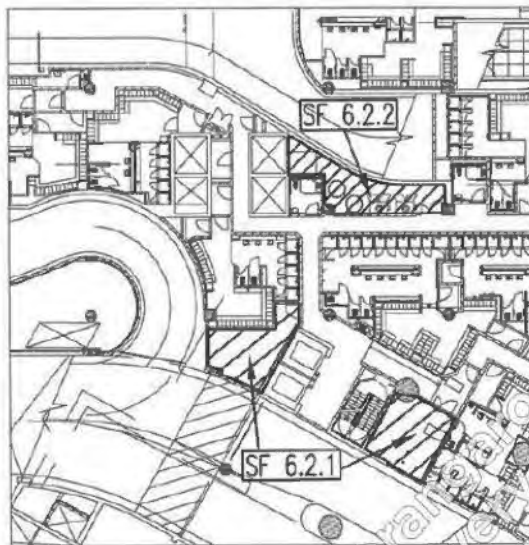
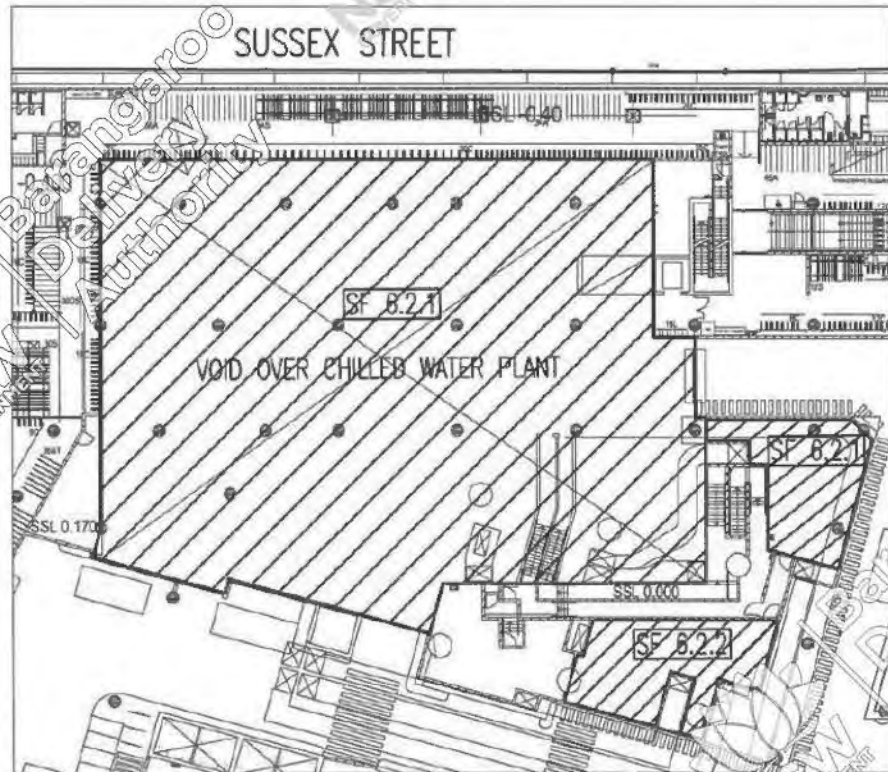
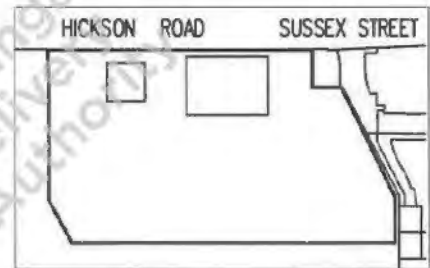
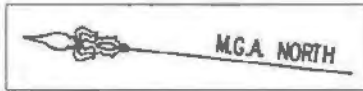
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- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER PLANT
- 6.2.3 FIBERED NETWORK

BASEMENT LEVEL 1

GeoStrata
Project Surveying

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 SCHEDULE 2 – SHARED FACILITY PLAN 11-G



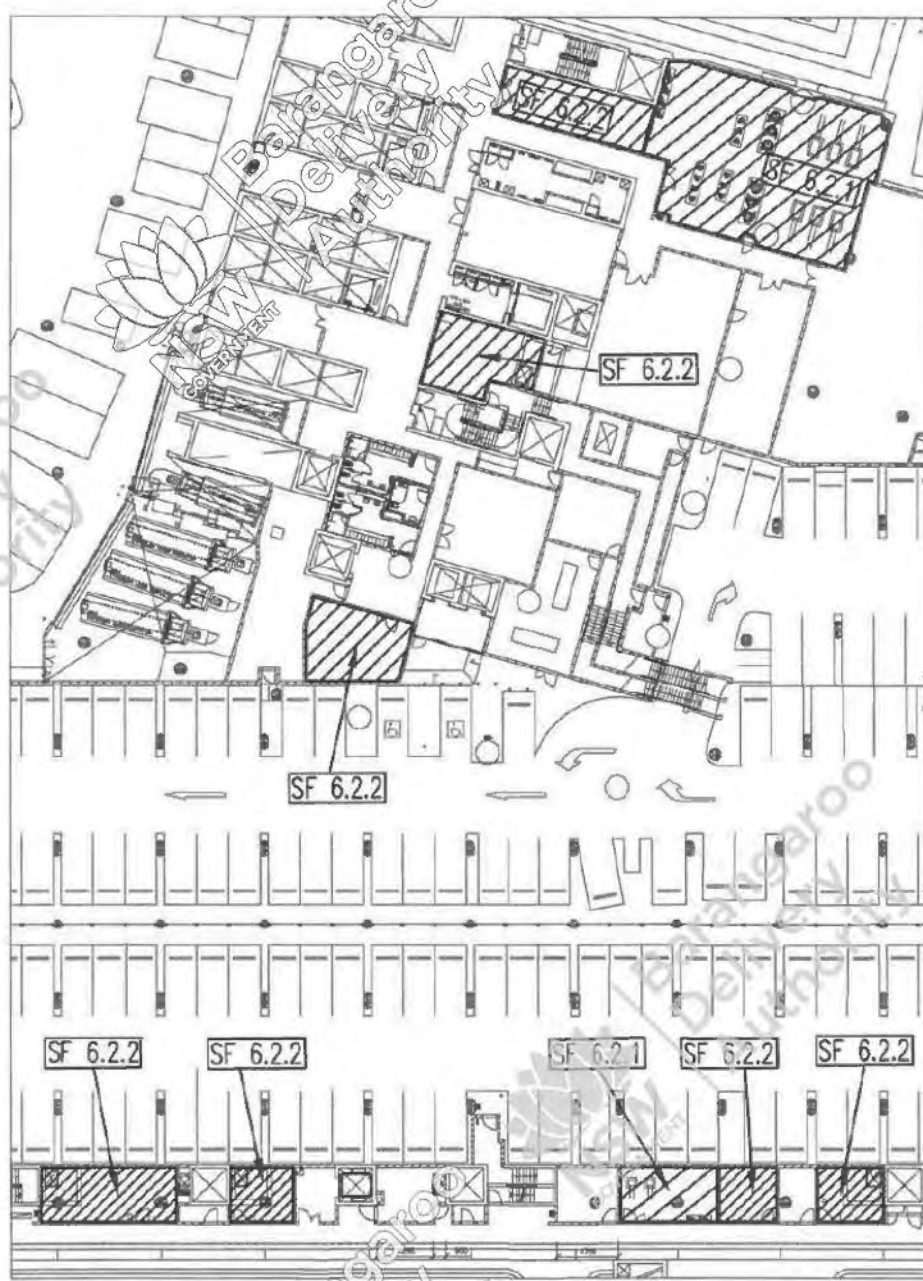
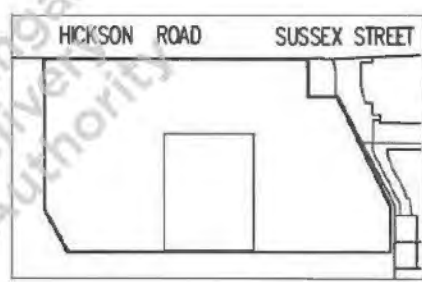
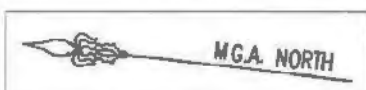
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 6.2.2 RECYCLED WATER PLANT
 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 1

GeoStrata
 Project Surveying

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 11-H



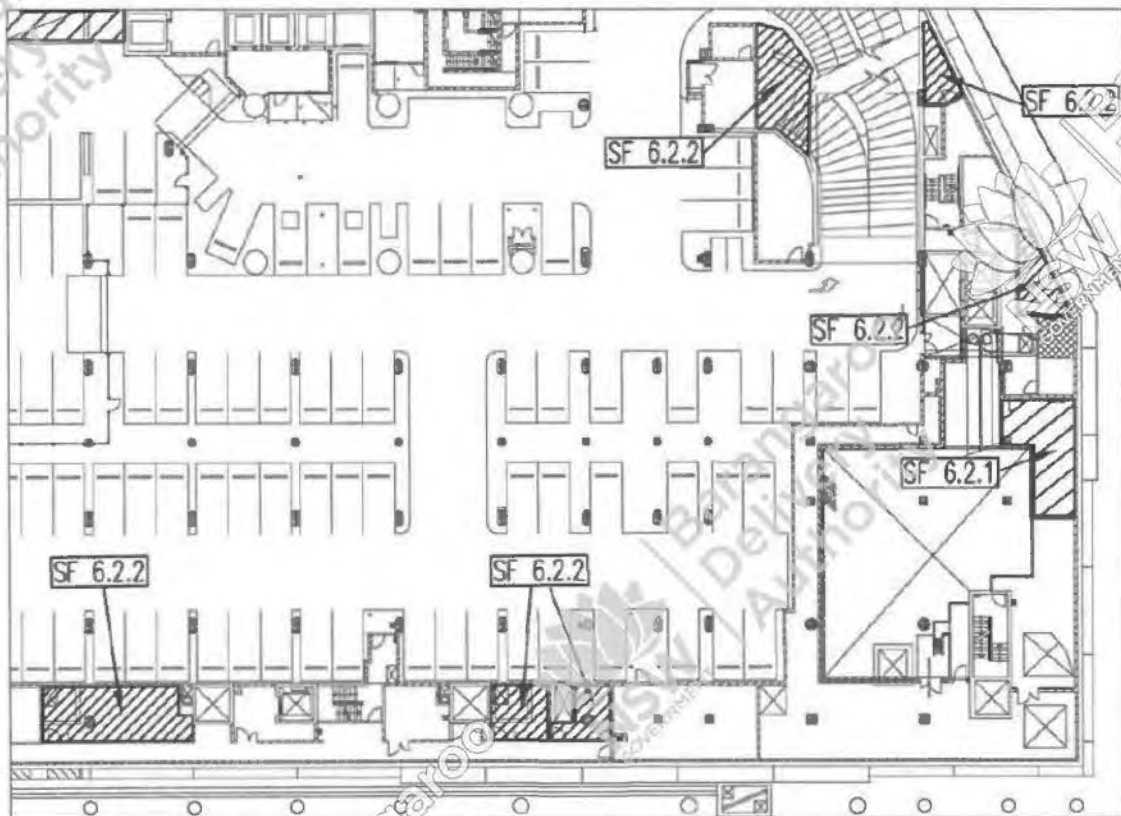
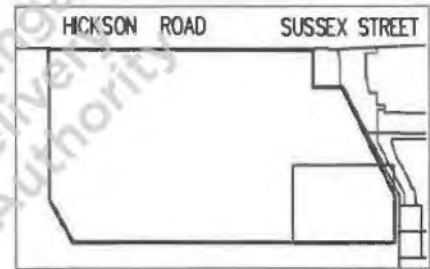
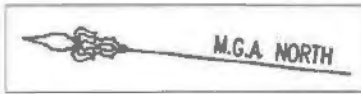
-  SF 6.2 CENTRAL INFRASTRUCTURE PLANT
- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER PLANT
- 6.2.3 EMERGED NETWORK

BASEMENT LEVEL 1

GeoStrata
Project Surveying

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 11-I



-  SF 6.2 CENTRAL INFRASTRUCTURE POINT
- 6.2.1 CENTRAL CHILLED WATER PLANT
- 6.2.2 RECYCLED WATER PLANT
- 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 1

GeoStrata

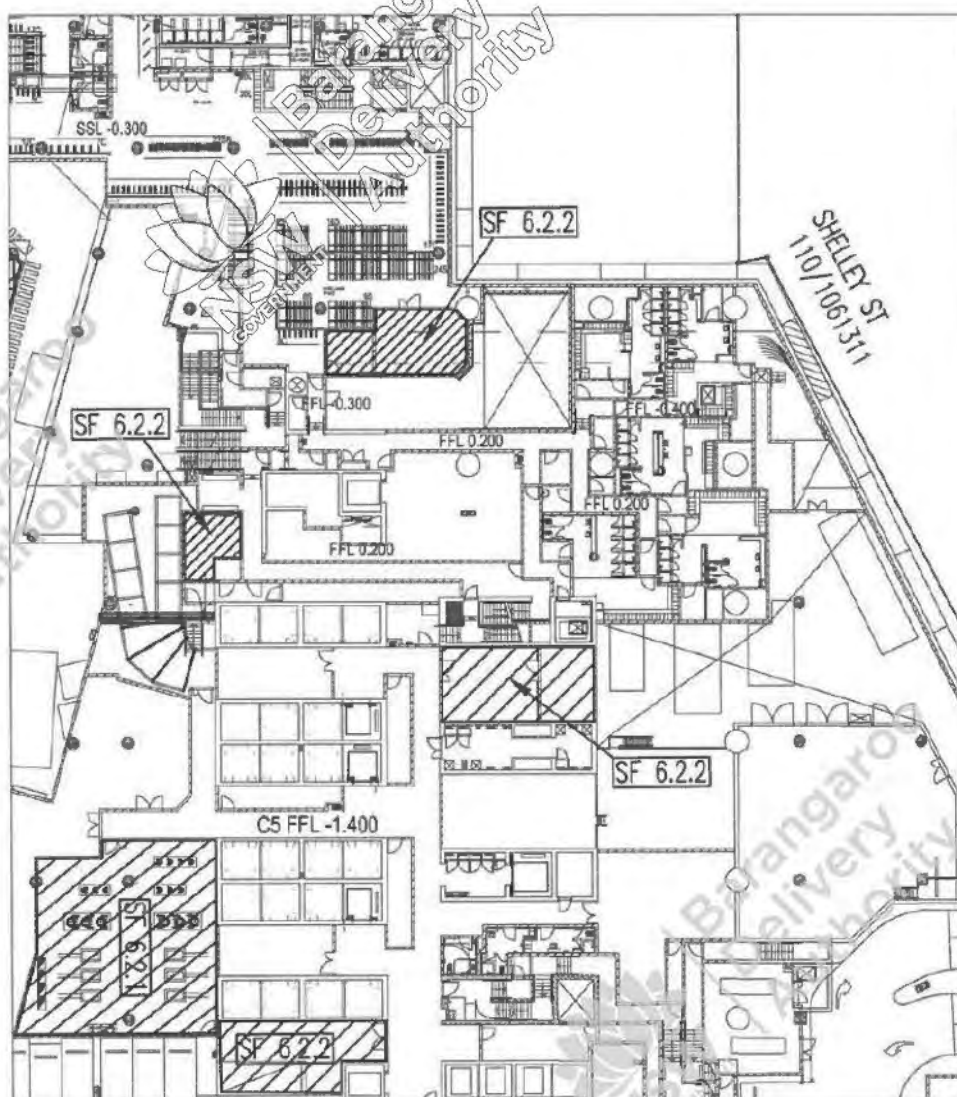
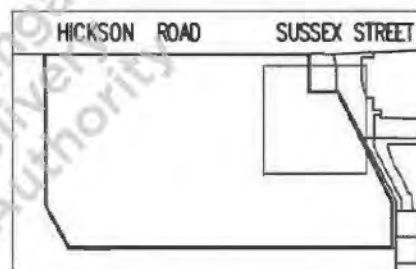
Project Surveying

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BARANGAROO SOUTH – BUILDING MANAGEMENT STATEMENT
SCHEDULE 2 – SHARED FACILITY PLAN 11-J



- SF 6.2 CENTRAL INFRASTRUCTURE PLANT
 6.2.1 CENTRAL CHILLED WATER PLANT
 6.2.2 RECYCLED WATER PLANT
 6.2.3 EMBEDDED NETWORK

BASEMENT LEVEL 1

GeoStrata
Project Surveying

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Barangaroo South – Building Management Statement

Schedule 3 - Appointment Form

BARANGAROO SOUTH Appointment Form

This form is for use by members of the Barangaroo South Building Management Committee who wish to appoint a new or replacement representative or substitute representative. See clause 22 in the Barangaroo South building management statement for more information.

Date	
Your name	
Lot owned	

Part A

Appointment of a new representative

Complete this part if you have not previously appointed a representative.

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part B

Appointment of a replacement representative

Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part D

Appointment of a replacement substitute representative

Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?	

Signature or execution by Member

Signature of representative or substitute representative (or replacement representative or substitute representative)

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative or replacement representative or substitute representative.

Barangaroo South – Building Management Statement

Schedule 4 - Membership Form

BARANGAROO SOUTH Membership Form

This form is for use by new members of the Barangaroo South Building Management Committee or existing members who lease their lot or change their contact details. See clause 23 in the Barangaroo South building management statement for more information.

Date	
Your name	
Lot owned	

Part A: New member

Complete this part if you have purchased a stratum lot or are a new owners corporation

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

As a new Member I hereby covenant by way of deed poll for the benefit of all Members of Barangaroo South from time to time and for the benefit of the Developer, the Stakeholder and each Occupier from time to time to comply with my obligations under the building management statement as a Lot Owner in Barangaroo South.

Part B: New tenant or licensee

Complete this part if you are the owner of a stratum lot and you have leased or licensed your lot (or part of it) or you have a new tenant or licensee

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details.

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

EXECUTED as a deed

Signature or execution by
Member

Barangaroo South – Building Management Statement

Schedule 5 - Proxy Form

BARANGAROO SOUTH Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we, appoint as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for *months/*meetings

- * This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member)

.....

Signature or representative or substitute representative (if proxy appointed by them)

.....

Signature of proxy

.....

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Barangaroo South – Building Management Statement

Schedule 6 - Acknowledgement Document

Date:

Name of Supplier:

Address of Supplier:

As a Supplier, replacing (insert if applicable) I hereby covenant by way of deed poll for the benefit of all Members of Barangaroo South from time to time and for the benefit of the Developer, the Stakeholder and each Occupier from time to time to comply with my obligations under the building management statement as a supplier in Barangaroo South

from the

As

is:

- the date of the sublease document; or
- the date the transfer of sublease takes effect

Complete these details:

Your address for service of notices	
Your telephone number	
Your facsimile number	

[insert execution]

Barangaroo South – Building Management Statement

Schedule 7 – Indicative list of components in Barangaroo South

Component	Description	Member
C1	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C1 Owner
C2	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C2 Owner
(also known as C3)	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	T1 Owner
T2 (also known as C4)	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	T2 Owner
T3 (also known as C5)	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	T3 Owner
C7	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C7 Owner
C8	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C8 Owner
R1	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R1 Owner
R2	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R2 Owner
R3	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R3 Owner
R4	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R4 Owner

Component	Description	Member
R5	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R5 Owner
R7	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R7 Owner
R8 & R9 Residential	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	Residential Owner
R8 & R9 Retail	A stratum lot containing retail facilities	R8 & R9 Retail Owner
H1	A stratum lot containing a hotel	H1 Owner
CCW Lot	A stratum lot containing the Barangaroo South central chilled water facility	CCW Owner
RW Lot	A stratum lot containing the Barangaroo South central recycled water facility	RW Owner
EN Lot	A stratum lot containing the Barangaroo South central embedded network	EN Owner
Bike Lot	A stratum lot containing the bike amenity facilities	Bike Lot Owner
Metro Lot	A stratum lot containing the support structure for a future railway station	Metro Lot Owner or RailCorp (as the case may be from time to time)

Barangaroo South – Building Management Statement

Schedule 8 - Call Option Exercise Notice

[Insert date]

Supplier

[Insert address details]

Dear Sir/Madam

Call Option Exercise Notice

We refer to the building management statement registered in respect of Barangaroo South which includes a form of this notice as a schedule.

We are exercising the Call Option contained in Part 8 of the building management statement.

This is a "Call Option Exercise Notice" for the purposes of the building management statement and by delivering it to you, the rights in the building management statement which are exercisable by the giving of a Call Option Exercise Notice in respect of the Call Option are exercised.

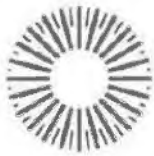
The Call Option Completion Date is nominated as **[insert date]**.

Yours faithfully

Chairperson
Building Management Committee

Barangaroo South – Building Management Statement

Schedule 9 – Asset Sale Agreement



HERBERT
SMITH
FREEHILLS

Agreement

This is the "Asset Sale Agreement" as defined in the BMS.

30 July 2014

Barangaroo – Green Utilities – [insert plant type]

Asset Sale Agreement

[Applicable Seller entity to be inserted for the relevant Plant: chilled water, embedded network, recycled water]

(the "Seller")

[The Chairman of the Building Management Committee, as duly authorised agent for the Members]

(the "Buyer")

Parties

1. **[Applicable Seller entity to be inserted for the relevant Plant: chilled water, embedded network, recycled water]**
(the "Seller")
2. [Under the BMS, the Buyer should be the Chairman of the Building Management Committee, as duly authorised agent for the Members]
(the "Buyer")

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Agreement

Asset Sale Agreement

Dated ► *[to be inserted]*

Between the parties

[Applicable Seller entry to be inserted for the relevant Plant: chilled water, embedded network, recycled water]

(the "Seller")

[Under the BMS, the Buyer should be the Chairman of the Building Management Committee, or their authorised agent for the Members (as defined in the BMS)]

(the "Buyer")

Recitals

- 1 The Seller is operating the Assets.
- 2 The Buyer is an authorised agent for the Members (as defined in the BMS).
- 3 The Buyer has, as authorised agent for the Members, and under and in accordance with the BMS, delivered to the Seller a Call Option Exercise Notice to acquire the Assets.
- 4 The Seller will sell and the Buyer will buy the Assets on the terms of this agreement.

The parties agree as follows:

1 Definitions, interpretation and agreement components

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Authorisation	any approval, licence, consent, authority or permit, including as required under WICA, in connection with the Plant and Equipment and the Services.
Assets	the following assets (other than Excluded Assets): 1 the Plant and Equipment; 2 the Manuals and Records; 3 the Seller's interest in the Plant Lot; 4 the Seller's interest in the Supply Agreements; and 5 includes all items necessary for the operation of the Plant from time to time.
Barangaroo	has the meaning given to that term in the <i>Barangaroo Delivery Act 2009</i> (NSW).
Barangaroo Delivery Authority (BDA)	the Barangaroo Delivery Authority constituted under the <i>Barangaroo Delivery Authority Act 2009</i> (NSW) and its successors and assigns.
Barangaroo South	is defined in the BMS
BMS	the building management statement, registered with deposited plan <i>[insert]</i> .
Business Day	a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.
business hours period	has the meaning given in clause 14.2.
Buyer Group	the Buyer and each of its Related Bodies Corporate and Buyer Group Member means any member of the Buyer Group.
Buyer Warranties	the representations and warranties in Section B of Schedule 2.

1 Definitions, interpretation and agreement components

Term	Meaning
Call Option	the call option granted by the Buyer to the Members over the Assets, under and in accordance with the BMS.
Call Option Exercise Notice	a notice that name exercising the Call Option, served by the Buyer on the Seller and enclosing (amongst other documents) a fair market valuation of the Assets from a Valuer (appointed by Buyer) that is prepared in accordance with Schedule 1.
Capped Amount	ten percent (10%) of the Offer Price.
Claim	any claim, demand, legal proceedings or cause of action arising from or in connection with this agreement or a Supply Agreement, whether: 1 based in contract (including breach of warranty); 2 based in tort (including misrepresentation or negligence); 3 under common law; or 4 under statute.
Completion	completion of the sale and purchase of the Assets under clause 4.
Completion Date	the date on which Completion occurs.
Completion Steps	the steps that each party must carry out at Completion that are set out in Schedule 4.
Connection Point	the physical point of connection between the infrastructure within the scope of the Plant and infrastructure outside the scope of the Plant, as shown in in Section 3 of Schedule 3.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Developer	Lend Lease (Millers Point) Pty Ltd as trustee for Lend Lease (Millers Point) Trust (ABN 96 367 154 319).
Development Agreement	the document entitled "Barangaroo Stage 1 Project Development Agreement" dated 5 March 2010 between BDA, the Developer and Lend Lease Corporation Limited.
Duty	any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

1 Definitions, interpretation and agreement components

Term	Meaning
Encumbrance	an interest or power: - reserved in or over an interest in any asset; or - created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes any agreement to create any of the above.
Escrow Account	an interest bearing bank account with a "big four" bank established by the Escrow Agent on trust for the benefit of the parties under this agreement.
Escrow Agent	Herbert Smith Freehills of 161 Castlereagh Street, Sydney, NSW 2000.
Excluded Assets	the Receivables and the Website.
Expert	An expert appointed to determine the Purchase Price in accordance with Schedule 1.
Governmental Agency	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
Immediately Available Funds	cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.
IPR	all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know-how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.
Intellectual Property	all IPR owned by the Seller and relating exclusively to the Plant and Equipment or exclusively to the Manuals and Records (or both). For the avoidance of doubt, any IPR used by the Seller in connection with projects or proposals for projects outside of Barangaroo will not be regarded as relating exclusively to the Plant and Equipment or exclusively to the Manuals and Records (or both).
Liabilities	all liabilities arising in connection with the Assets, including: - trade creditors; - the obligation to supply goods or services, including under the

1 Definitions, interpretation and agreement components

Term	Meaning
	Supply Agreements: - the obligation to pay outgoings and similar amounts in respect of the Assets; and - Claims.
Manuals and Records	all of the following where owned and controlled by the Seller: - books, records, manuals and other data, drawings or documents relating to the service, inspection, maintenance, modification, testing and repair of the Plant and Equipment; - manuals for the operation and maintenance of the Plant and Equipment; - updates, additions, renewals, revisions and replacements of or to any of the above; and - records relating to the Supply Agreements.
Members	is defined in the BMS.
Notice	has the meaning given in clause 14.1.
Offer Price	the purchase price offered by the Buyer for the Assets, which must be a fair market valuation of the Assets prepared by a Valuer (appointed by Buyer) in accordance with Schedule 1, and enclosed within the Call Option Exercise Notice.
Plant	has the meaning given in Section 1 of Schedule 3. [Select from CW Plant, EN Plant and RW Plant]
Plant and Equipment	all of the following where owned and operated by the Supplier: - the Plant; and - all ancillary infrastructure, plant and equipment throughout Barangaroo South that relates to the operation of that Plant which the occupier of the Plant Lot benefits from (including by way of easement, under the BMS or otherwise) except infrastructure, plant and equipment which is beyond the Connection Point (i.e. on the other side of the Connection Point in relation to the Plant). An indicative list of the Plant and Equipment is contained in Schedule 3.
Plant Lot	[or] in DP[], being the lot within which the main part of the Plant is located. [Drafting note: Introduced as a common term. Select from the CW Lot, the RW Lot or the EN Lot]

1 Definitions, interpretation and agreement components

Term	Meaning
Principal	a lessee under a long term lease over land within Barangaroo South granted by the BDA.
Purchase Price	means the fair market value of the Assets, as determined under clause 2 (and which serves as the "Call Option Transfer Price" for the purposes of the BMS).
Receivables	the trade debts owed to the Seller at Completion in connection with the Supply Agreements, and for the purposes of this definition a 'trade debt' is an accrued obligation to pay which may or may not be presently payable.
Seller Group	the Seller and each of its Related Bodies Corporate and Seller Group Member means any member of the Seller Group.
Seller's Price	the purchase price offered by the Seller for the Assets, which must be a fair market valuation of the Assets prepared by a Valuer (appointed by Seller) in accordance with Schedule 1 and enclosed within the Valuation Notice.
Seller Warranties	the representations and warranties in Section A of Schedule 2.
Services	[Drafting note: Select from (delete as applicable):] [the delivery of recycled water to addresses within Barangaroo South.] [the collection of wastewater from addresses within Barangaroo South.] [the provision of metering services at addresses within Barangaroo South.]
Supply Agreement	each agreement (, in force as at the Completion Date) for the supply of Services by the Seller to owners or occupiers of addresses within Barangaroo South.
Tax	any tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Governmental Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Duty.
Third Party IPR	IPR in material used by the Seller in connection with operation and maintenance of the Plant that the Seller licences from a third party.
Valuation Notice	A notice from the Seller enclosing a fair market valuation of the Assets from a Valuer (appointed by Seller) that is prepared in accordance with

1 Definitions, interpretation and agreement components

Term	Meaning
	Schedule 1.
Valuer	a valuer appointed to determine the fair market value of the Assets, in accordance with Schedule 1.
Website	the web pages and web domain maintained by the Seller for the purpose of providing information in connection with the supply of Services (including as required under WICA), including all related code, domain name licence(s), hosting services and all IPR in the Website.
WICA	the <i>Water Industry Competition Act 2006 (NSW)</i> .

1.2 Interpretation

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (i) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (j) If an act prescribed under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.
- (k) A reference to time is a reference to the time in Sydney, New South Wales.
- (l) A reference to any thing (including, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.
- (m) A document in the 'agreed form' means a document in the form approved by the Buyer and the Seller and initialed by a representative of each of them for the purposes of identification.
- (n) A reference to \$ is to Australian currency unless denominated otherwise.

1.3 Inclusive expressions

Specifying anything in this agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included.

1.4 Agreement components

This agreement includes any schedule.

2 Purchase price

2.1 Call Option Exercise Notice - Purchase Price

- (a) The Buyer has (or behalf of the Members, and under and in accordance with the BMS), delivered to the Seller a Call Option Exercise Notice enclosing the Offer Price.
- (b) The Buyer and the Seller agree that the Purchase Price will be the Offer Price unless the Seller gives notice to the Buyer that it does not agree with the Offer Price within 10 Business Days of receipt of the Call Option Exercise Notice.

2.2 Valuation Notice – Purchase Price

- (a) If the Seller gives notice to the Buyer that it does not agree with the Offer Price under clause 2.1, the Seller must promptly engage a Valuer to value the Assets in accordance with Schedule 1.
- (b) The Seller must serve a Valuation Notice (incorporating the Seller's Price) on the Buyer within 30 Business Days of the service of the Call Option Exercise Notice.

2.3 Calculation of Purchase Price

- (a) If the Seller's Price is equal to or less than 5% higher than the Offer Price, the Buyer and the Seller agree that the Purchase Price will be the average of the Seller's Price and Offer Price.
- (b) If the Seller's Price is more than 5% higher than the Offer Price, the Buyer may, subject to paragraph (c), elect to terminate this agreement by serving notice to that effect on the Seller within 5 Business Days of service of the Valuation Notice.
- (c) The Buyer is not entitled to terminate this agreement under paragraph (b) where the BMS requires the Members to exercise the Call Option.
- (d) If the Seller's Price is more than 5% higher than the Offer Price and Buyer does not elect to terminate this agreement under and in accordance with paragraph (b) (or under paragraph (c) is not entitled to terminate this agreement under paragraph (b)):
 - (1) the Purchase Price must be determined by the Expert under and in accordance with Schedule 1.
 - (2) the Buyer must, on Completion:
 - (A) pay the Offer Price to the Seller; and
 - (B) pay into the Escrow Account the difference between the Offer Price and the Seller's Price, up to the Capped Amount.

The parties acknowledge that the Capped Amount is not relevant to the fair market value of the Assets (as assessed by a Valuer or determined by an Expert under this agreement), and shall have no bearing on the final Purchase Price.

2.4 Adjustment of Purchase Price

This clause 2.4 applies where the Purchase Price must be determined by the Expert, as provided for in clause 2.3(d).

- (a) Once the Expert has determined the Purchase Price in accordance with Schedule 1:
 - (1) if the Purchase Price is higher than the sum of the Offer Price and the Capped Amount:
 - (A) the Capped Amount in the Escrow Account will be paid to the Seller; and
 - (B) the Buyer must pay to the Seller the difference between the Purchase Price and the sum of the Offer Price and the Capped Amount;
 - (2) if the Purchase Price is higher than the Offer Price but less than or equal to the sum of the Offer Price and the Capped Amount:
 - (A) the amount of the difference between the Offer Price and the Purchase Price will be paid from the Escrow Account to the Seller; and
 - (B) the balance of the Escrow Account will be returned to the Buyer;
 - (3) if the Purchase Price is less than the Offer Price:
 - (A) the Seller must repay to the Buyer the difference between the Purchase Price and the Offer Price; and
 - (B) the amount in the Escrow Account will be returned to the Buyer.
- (b) Any adjustment required under paragraph (a) must be paid within 5 Business Days of the Expert's determination.

2.5 Escrow Account

This clause 2.5 applies where the Purchase Price must be determined by the Expert, as provided for in clause 2.3(d).

- (a) The Escrow Agent must:
 - (1) establish the Escrow Account on or before Completion; and
 - (2) keep the Escrow Account open until all adjustments and payments have been made under and in accordance with clause 2.4.
- (b) Interest earned on the amount in the Escrow Account will be reinvested in the Escrow Account.
- (c) Before any payment is made to the parties under clause 2.4, the costs and expenses of the Escrow Agent, and any taxes, duties and account costs in respect of the Escrow Account, must be deducted and paid firstly from the interest accrued on the Escrow Account and then, to the extent that the interest is insufficient to pay the same, from the Escrow Account.

3 Sale and purchase

3.1 Sale, assignment and sub-license

- (a) On the day for Completion determined under clause 4.1, the Seller must sell, and the Buyer must buy, the legal or legal and beneficial title held by the Seller in the Assets, free and clear of all Encumbrances, in consideration of the Buyer agreeing to pay the Purchase Price.
- (b) With effect from Completion the Seller:
 - (1) assigns to the Buyer the Intellectual Property; and
 - (2) to the extent permitted under the terms of the licences that the Seller holds in respect of Third Party IPR, the Seller grants to the Buyer a royalty free and assignable sub-license to use (and sublicense others to use) the Third Party IPR for any lawful purpose in connection with operation and maintenance of the Plant.

3.2 Consideration

The consideration for the sale of the Assets is the payment by the Buyer of the Purchase Price.

3.3 Actions on Completion

On Completion, the Buyer must pay the Purchase Price to the Seller in Immediately Available Funds without counter-claim or set-off.

3.4 Title and risk

Title to and risk in the Assets pass to the Buyer on Completion.

4 Completion

4.1 Time and place

Completion must take place at the office of the Seller at 12 noon on the day that is:

- (a) if the Seller agrees with the Offer Price, 15 Business Days after service of the Call Option Exercise Notice; or
- (b) if the Seller disputes the Offer Price under clause 2.1, 5 Business Days after service of the Valuation Notice under clause 2.2.

4.2 Completion

- (a) On or before Completion, each party must carry out the Completion Steps referable to it in accordance with Schedule 4.
- (b) Completion is taken to have occurred when each party has performed all its obligations under this clause 4 and Schedule 4.

4.3 Completion simultaneous

- (a) The actions to take place as contemplated by this clause 4 and Schedule 4 are interdependent and must take place, as nearly as possible, simultaneously. If

one action does not take place, then without prejudice to any other rights available to any party as a consequence:

- (1) there is no obligation on any party to undertake or perform any of the other actions; and
 - (2) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - (3) the Seller and the Buyer must each return to the other all documents delivered by it under clause 4.2(a) and Schedule 4 and must each repay to the other all payments received by it under clause 4.2(a) and Schedule 4.
- (b) The Buyer may, in its sole discretion, waive any or all of the actions that the Seller is required to perform under clause 1.1 of Schedule 4 and the Seller may, in its sole discretion, waive any or all of the actions that the Buyer is required to perform under clause 1.2 of Schedule 4.

5 Payments in advance or arrears

5.1 Prepayments made by the Seller before Completion

The Buyer must pay the Seller an amount equal to:

- (a) any amounts paid in advance by the Seller for goods or services to be supplied in connection with the Plant and Equipment or the Services (or both) after Completion for the benefit of the Buyer; and
- (b) any other outgoings and similar amounts paid in advance by the Seller in respect of the Plant and Equipment or the Services (or both) in respect of the period after Completion.

5.2 Advance receipts received by the Seller before Completion

After Completion the Seller must pay the Buyer an amount equal to any income and similar amounts received in advance by the Seller for goods or services to be supplied by the Buyer in respect of the Assets or the Services (or both) after Completion.

6 Excluded Assets

- (a) The Buyer does not acquire the Excluded Assets under this agreement. The Excluded Assets remain the property of the Seller.
- (b) In the event that the Buyer receives payment of any Receivables the Buyer must promptly notify the Seller and remit the amount received to the Seller.

7 Liabilities

7.1 General

This clause 7 is without prejudice to clauses 5 or 6.

7.2 Liabilities arising before Completion

The Seller remains liable for and must pay, and indemnifies the Buyer against, Liabilities arising before Completion.

7.3 Buyer's responsibility for Liabilities

The Buyer is liable for and must pay, and indemnifies the Seller against, Liabilities arising on or after Completion.

8 Transfer of Supply Agreements

- (a) The Seller and the Buyer must use all reasonable endeavours to, in respect of each Supply Agreement:
 - (1) novate the Seller's rights and obligations under that Supply Agreement to the Buyer by Completion; or
 - (2) assign to the Buyer the benefit of that Supply Agreement by Completion,
 and to procure that the novation or assignment takes effect on and from Completion.
- (b) Where an assignment or novation required under clause 8(a) has not occurred by Completion, the Buyer and the Seller must use all reasonable endeavours to ensure that novation or assignment occurs in accordance with this agreement as soon as reasonably practicable after Completion.
- (c) If an assignment or novation required under clause 8(a) has not occurred by Completion, then after Completion and until such novation or assignment:
 - (1) to the extent it lawfully can, the Seller must permit the Buyer to have the benefit of and exercise the Seller's rights under each applicable Supply Agreement from Completion; and
 - (2) the Buyer must, to the extent it lawfully can, perform all of the non-personal obligations of the Seller under each applicable Supply Agreement from Completion.

9 Period after Completion

9.1 Access to records by Seller

- (a) The Buyer must procure that all Manuals and Records acquired by the Buyer under this agreement and relating to any time before the Completion Date are preserved until the later of:
 - (1) 6 years from the Completion Date; and
 - (2) any date required by an applicable law.
- (b) After Completion the Buyer must, on reasonable notice from the Seller:
 - (1) provide the Seller and its advisers with reasonable access to the Manuals and Records and allow the Seller to inspect and obtain copies or certified copies of the Manuals and Records at the Seller's expense; and

- (2) provide the Seller and its advisers with reasonable access to the personnel and premises of the Buyer Group Members,

for the purpose of assisting the Seller Group Members to prepare tax returns, accounts and other financial statements, discharge statutory obligations or comply with Tax, Duty or other legal requirements or to conduct legal or arbitration proceedings.

- (c) The Seller must reimburse the Buyer for its reasonable incremental costs in retrieving any Manuals and Records and making personnel and premises available under this clause 9.1.
- (d) The Buyer agrees that the Seller may retain copies of any Manuals and Records which it may require to enable it to comply with any applicable law after the Completion Date.

9.2 Tax returns

- (a) The Buyer must provide to the Seller all reasonable assistance in connection with the preparation and filing of any Tax return or Tax statement of a Seller Group Member with respect to a period or part period before the Completion Date and any administrative proceeding involving any such Tax return or Tax statement.
- (b) The Seller will, at its own costs and expense, have the sole conduct and control of the preparation and filing of all Tax returns, forms or statements of each Seller Group Member.

10 Seller Warranties

10.1 Warranties by the Seller

The Seller gives the Seller Warranties in favour of the Buyer on the date of this agreement and on each day between the date of this agreement and the Completion Date (including at Completion).

10.2 Independent Warranties

Each of the Seller Warranties is to be construed independently of the others and is not limited by reference to any other Seller Warranty.

10.3 Reliance

The Seller acknowledges that the Buyer has entered into this agreement and will complete this agreement in reliance on the Seller Warranties.

11 Buyer Warranties

11.1 Buyer Warranties

The Buyer gives the Buyer Warranties in favour of the Seller on the date of this agreement and the Buyer Warranties will be deemed to be repeated immediately before Completion.

11.2 Independent Warranties

Each of the Buyer Warranties is to be construed independently of the others and is not limited by reference to any other Buyer Warranty.

11.3 Reliance

The Buyer acknowledges that the Seller has entered into this agreement and will complete this agreement in reliance on the Buyer Warranties.

12 Duties, costs and expenses**12.1 Duties**

The Buyer must pay all Duty in respect of the execution, delivery and performance of this agreement and any agreement or document entered into or signed under this agreement.

12.2 Costs and expenses

- (a) Unless otherwise provided in this agreement, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this agreement and any other agreement or document entered into or signed under this agreement.
- (b) The Buyer must pay all fees and such like charges payable in connection with the transfer, assignment or novation of any Authorisation under this agreement.
- (c) Any action to be taken by the Buyer or the Seller in performing its obligations under this agreement must be taken at its own cost and expense unless otherwise provided in this agreement.

13 GST

- (a) Any reference in this clause 13 to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (c) The parties agree that the supply of the Assets constitutes the supply of a going concern and to the understanding of the parties is accordingly GST-free.
- (d) The Buyer warrants that it is registered or required to be registered for GST and will remain so until Completion.
- (e) Notwithstanding the understanding of the parties as expressed in clause 13(c), if for any reason and to any extent the sale of the Assets is not accepted by the Commissioner as a GST-free supply of a going concern:
 - (1) the Buyer must pay to the Seller an amount equal to the amount of the GST payable by the Seller in respect of the sale within 14 days after the Commissioner confirms the Seller's liability to GST in an assessment or correspondence together with an amount equal to any penalties or interest imposed on the Seller in respect of that amount; and

- (2) the Seller must give the Buyer a copy of the assessment or correspondence from the Commissioner and issue a tax invoice as a precondition to payment under clause 13(e)(1).
- (f) If GST is imposed on a supply made under or in connection with this agreement (other than the supply constituted by the sale and purchase of the Assets) the consideration for the supply is increased by an amount equal to the consideration otherwise payable for the supply (or its GST exclusive market value if applicable) multiplied by the rate at which the GST is imposed under the GST law. The additional consideration is, subject to the supplier issuing a tax invoice to the recipient, payable at the same time as the consideration to which it relates.
- (g) If a party to this agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this agreement, then the amount of the reimbursement must be reduced by an amount equal to any input tax credit to which the party being reimbursed (or its representative member) is entitled in relation to that loss, cost, expense or outgoing.
- (h) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this agreement the supplier must determine the net amount payable in respect of GST in relation to the supply (taking into account any adjustments) and if that amount differs from the amount previously paid under either clause 13(e) or clause 13(f) as appropriate, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable and the party making the taxable supply shall issue an Adjustment Note to the recipient.

14 Notices

14.1 Form of Notice

A notice or other communication to a party under this agreement (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to that party as shown below (or any alternative details nominated to the sending party by Notice).

Party	Address	Attention
Seller	[insert address]	[insert name of contact]
Buyer	[insert address]	[insert name of contact]

14.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business**

hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice

When Notice is regarded as given and received

By hand to the nominated address

When delivered to the nominated address.

By pre-paid post to the nominated address

At 9.00am (addressee's time) on the second Business Day after the date of posting.

14.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication.

15 General

15.1 Governing law and jurisdiction

- (a) This agreement is governed by the laws in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

15.2 Further action to be taken at each party's own expense

Subject to clause 12, each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it.

15.3 Exercise of rights

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this agreement. Any conditions must be complied with by the party relying on the consent, approval or waiver.

15.4 Waiver

- (a) No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

- (b) In this clause 15.4:
- (1) **conduct** includes delay in the exercise of a right;
 - (2) **right** means any right arising under or in connection with this agreement and includes the right to rely on this clause; and
 - (3) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

15.5 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

15.6 Assignment

- (a) Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other party.
- (b) A breach of clause 15.6(a) by a party entitles the other party to terminate this agreement.
- (c) Clause 15.6(b) does not affect the construction of any other part of this agreement.

15.7 Counterparts

- (a) This agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this agreement by signing any counterpart.

15.8 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 15.8(a) does not apply where enforcement of the provision of this agreement in accordance with clause 15.8(a) would materially affect the nature or effect of the parties' obligations under this agreement.

15.9 Entire agreement

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

Schedule 1

Fair Market Value

1 Appointing and instructing a Valuer

1.1 Appointment of Valuer by the Buyer

To derive the Offer Price, the Buyer must instruct a Valuer to prepare a valuation of the Assets as at the intended date of service of the Call Option Exercise Notice, applying the valuation principles set out in Section 3 of this Schedule 1.

1.2 Appointment of Valuer by the Seller

If, for the purpose of serving a Valuation Notice, the Seller instructs a Valuer to provide a valuation of the Assets, it must instruct the Valuer to determine the fair market value of the Assets as at the date of service of the Call Option Exercise Notice, applying the valuation principles set out in Section 3 of this Schedule 1.

1.3 Qualifications and experience of a Valuer

A Valuer appointed by a party under this agreement must have suitable professional qualifications and at least 10 years' experience in valuing assets of a similar nature as the Assets.

2 Appointing and instructing the Expert

2.1 Appointment of the Expert

- (a) Where clause 2.3(d)(1) of the agreement applies, the parties must use their best endeavours to promptly agree on the appointment of an accountancy firm of international standing as Expert.
- (b) If the parties cannot agree on the identity of the Expert within 10 Business Days of the date of service of the Appraisal Notice, either party may request the President of the Institute of Chartered Accountants Australia (ABN 50 084 642 571) (the Institute) to appoint the Expert, in which case the Expert appointed by the Institute must have at least 10 years' experience in valuing assets of a similar nature as the Assets.
 - (1) Once the Institute has accepted a request to appoint an Expert, neither party may challenge the Institute's acceptance of the request, nor challenge the Institute's selection of an Expert.
 - (2) Each party must comply with the rules and procedures of the Institute in respect of the request for appointment and appointment of the Expert, including preparing, signing and submitting such documents, and paying such fees, as may be required.

2.2 Role of the Expert

The role of the Expert is to determine the fair market value of the Assets as at the date of service of the Call Option Exercise Notice, applying the valuation principles set out in Section 3 of this Schedule 1.

In determining the fair market value, the Expert acts as an expert not an arbitrator.

2.3 Instructing the Expert

- (a) The Buyer and the Seller must instruct the Expert to:
 - (1) accept submissions from each party made within 10 Business Days of the date of appointment of the Expert;
 - (2) determine the fair market value of the Assets, being a specific value rather than a range of values, using the valuation principles set out in Section 3 of this Schedule 1; and
 - (3) issue to each party a certificate specifying the fair market value determined by the Expert as soon as practicable and in any event within 20 Business Days following its appointment.
- (b) The parties must promptly provide all information and assistance reasonably requested by the Expert.

2.4 Decision of the Expert is final

The parties agree that the decision of the Expert, as detailed in the certificate provided under clause 2.3(a)(3) of this Schedule 1, is final and binding on each of them in the absence of fraud or manifest error.

2.5 Costs

The parties must equally bear the costs of the Expert (including as to appointment and request for appointment).

3 Asset valuation principles

A Valuer or the Expert, as the case may be, must determine the fair market value of the Assets as at the date of service of the Call Option Exercise Notice on the following assumptions and bases:

- (a) valuing the Assets as on an arm's length sale between a willing but not anxious seller and a willing but not anxious buyer;
- (b) that the Assets are capable of being transferred without restriction and the Buyer has, at its own expense, acquired all Authorisations required in connection with the acquisition and operation of the Assets;
- (c) the transfer of the Assets is accompanied by a novation of all contracts with third parties necessary for the continued operation of the Assets;
- (d) in accordance with accounting principles and practices generally accepted in Australia and consistently applied;
- (e) disregarding the value of any infrastructure, plant or equipment at the Plant Lot which remains the property of the Developer under the Development Agreement or is the property of a Principal;

- (f) disregarding the impact of any rights or obligations arising under this agreement; and
- (g) taking into account any other matter (not inconsistent with the above) which the Expert or Valuer considers is appropriate.

Schedule 2

Section A - Seller Warranties

1 Ownership**1.1 Ownership**

At Completion:

- (a) the Seller is the legal and beneficial owner of the Assets; and
- (b) the Buyer will acquire the full legal and beneficial ownership of the Assets free and clear of all Encumbrances.

1.2 No Encumbrances

The Assets are at Completion:

- (a) free and clear of all Encumbrances;
- (b) fully paid for; and
- (c) not the subject of any lease or hire purchase agreement or agreement for purchase on deferred terms, other than in the ordinary course of business.

2 Power and Authority**2.1 No legal impediment**

The execution, delivery and performance by the Seller of this agreement:

- (a) complies with its constitution or other constituent document; and
- (b) does not constitute a breach of any law, or cause or result in a default under any Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this agreement.

2.2 Corporate authorisations

All necessary authorisations for the execution, delivery and performance by the Seller of this agreement in accordance with its terms have been obtained or will be obtained before Completion.

2.3 Power and capacity

The Seller has full power and capacity to enter into and perform its obligations under this agreement.

2.4 Incorporation

The Seller is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.

Section B - Buyer Warranties

1 No legal impediment

The execution, delivery and performance by the Buyer of this agreement:

- (a) complies with its constitution or other constituent documents; and
- (b) does not constitute a breach of any law or obligation, or cause or result in default under any agreement or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this agreement.

2 Corporate authorisations

All necessary authorisations for the execution, delivery and performance of this agreement by the Buyer in accordance with its terms have been obtained or will be obtained before Completion.

3 Power and capacity

The Buyer has full power and capacity to own its own assets and to enter into and perform its obligations under this agreement.

4 Incorporation

The Buyer is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.

Schedule 3

Plant, Equipment and Connection Point

1 The Plant

[Drafting instruction: Delete items not applicable]

[CW Plant: the facility located on the Plant Lot, comprising the central chilled and heat rejection plant, hot water plant and equipment servicing Barangaroo South, and a separately metered infrastructure loop servicing addresses in Barangaroo South.]

[RW Plant: the facility located on the Plant Lot, comprising the central recycled water plant and any associated infrastructure, including pipework, metering equipment and other apparatus throughout Barangaroo South to the extent that that associated infrastructure is the subject of an easement in favour of the Plant Lot.]

[EN Plant: the facilities located on the Plant Lot, comprising the embedded network plant and any associated infrastructure, including reticulation, metering equipment and other apparatus throughout Barangaroo South to the extent that that associated infrastructure is the subject of an easement in favour of the Plant Lot]

2 Equipment

[to be inserted]

3 Connection Point

[applicable diagram to be inserted]

Schedule 4

Completion steps

1 Completion

1.1 Seller's obligations at Completion

- (a) To the extent reasonably required for Completion, the Seller must (at Completion) give the Buyer the following documents, each duly executed or certified (as applicable) by the Seller and (where applicable) in the agreed form:

- (1) all documents necessary to discharge any Encumbrance over any of the Assets on and from Completion;
- (2) assignment of rights or novations of rights and obligations under the Supply Agreements in accordance with clause 8 of this agreement;
- (3) a transfer of the Seller's interests in the Plant Lot;
- (4) assignments of any Intellectual Property;
- (5) all documents of title in the possession of the Seller relating to the ownership of the Assets;
- (6) executed instruments of transfer or assignment that are required to vest any of the Assets in the Buyer or its nominee on and from Completion; and
- (7) any other document which the Buyer or its nominee reasonably requests or requires in connection with the transfer of any Asset to the Buyer or its nominee on and from Completion.

- (b) Subject to the Buyer complying with its obligations under clause 1.2 of this Schedule 4, at Completion the Seller must make the following available to the Buyer:

- (1) **(Manuals and Records):** the Manuals and Records; and
- (2) **(other Assets):** the loose Plant and Equipment title to which can be transferred by delivery with the intent that title in those Assets will pass by and upon such delivery.

1.2 Buyer's obligations at Completion

At Completion the Buyer must:

- (a) deliver to the Seller counterparts, executed by the Buyer, of those documents listed in clause 1.1(a) of this Schedule 4 that are to be executed by the Buyer; and
- (b) pay the Purchase Price to the Seller in Immediately Available Funds without counterclaim or set-off.

2 Post Completion things

Immediately following Completion the Buyer must procure that all necessary forms are lodged with the appropriate Governmental Agency.

Signing page

Executed as an agreement

Executed by the Buyer

in accordance with section 127 of the
Corporations Act 2001 (Cth)
by

sign here ► _____

Company Secretary/Director

print name _____

sign here ► _____

Director

print name _____

Executed by the Seller

in accordance with section 127 of the
Corporations Act 2001 (Cth)
by

sign here ► _____

Company Secretary/Director

print name _____

sign here ► _____

Director

print name _____

Barangaroo South – Building Management Statement

Schedule 10 – Capital Improvements Schedule

Part A – Preliminary Capital Improvement Plan

The Preliminary Capital Improvement Plan must set out summary level information on the Supplier's proposed approach to the Capital Improvement Plan, including information on each of the following items and any other items that the Supplier considers necessary or desirable in describing its proposed approach to the Capital Improvement.

1 Description of the Capital Improvement

A description of the Capital Improvement, including:

- (a) project schematic;
- (b) concept design, including technology to be applied for the Capital Improvement;
- (c) the basis for selecting the technology to be applied for the Capital Improvement and evidence that the technology is the most appropriate technology for the Capital Improvement; and
- (d) any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement.

2 Costs and Benefits of the Capital Improvement

- (a) A written estimate of all costs and expenses (the "Capital Improvement Development Upfront Costs") it reasonably forecasts to be incurred by it in connection with the processes referred to in clause 73.5 ("Capital Improvement Plan Development") of this management statement (including any costs up until commencement of construction on the relevant Green Utilities Lot or Supplier's Infrastructure) together with sufficient documentary evidence of such estimates (expected to be provided by an independent quantity surveyor) and a reasonable cap or maximum amount that will be subject to reimbursement on the terms of the deed;
- (b) An estimate of the anticipated cost of providing the Capital Improvement, together with a summary-level breakdown for each of the major elements of the estimated Capital Improvement Capital Costs (expected to be provided by an independent surveyor);
- (c) Details of the procurement tender processes which the Supplier intends to undertake in respect of all goods and services that will contribute to the Capital Improvement Capital Costs. Pricing must be sought on the basis that prices remain valid for at least 270 days after the provision of the Capital Improvement Plan to the Committee, and that the price validity period will subsequently extend subject only to a price escalation methodology set out in the pricing response;
- (d) The impact of the Capital Improvement on the operating and maintenance costs of the Supplier's Infrastructure after completion;

- (e) The Supplier's good faith assessment of whether and to what extent the charges payable to the Supplier may vary as a result of the Capital Improvement being effected having regard to the repricing guidelines in Part C of this Capital Improvements Schedule.

3 Implementation of the Capital Improvement

- (a) Details of the proposed timetable to implement the Capital Improvement, including the Supplier's proposed construction and commissioning milestones and
- (b) Details of the strategies and measures to be adopted to ensure that the Capital Improvement is delivered in accordance with the timing objectives of the Committee.

4 Funding

Subject to clause 73.15, the proposed method of funding the Capital Improvement and the estimated cost of funding the Capital Improvement including those funds to be funded from:

- (a) the Supplier;
- (b) the Members; and
- (c) third parties.

5 Approvals

The material statutory approvals and licences required to implement the Capital Improvement and the timing of when such approvals would be expected to be achieved.

6 Documents

Details of the major terms of any new subcontracts that the Supplier expects will be required to facilitate the Capital Improvement.

7 Alternative options

Any alternative options proposed by the Supplier for delivering the Capital Improvement (including in relation to the technology to be used and the timing for delivery) which may provide an overall net benefit to the Committee.

Barangaroo South – Building Management Statement

Part B – Capital Improvement Plan

The Capital Improvement Plan must set out detailed particulars of the following items and any other items that the Supplier considers necessary or desirable in connection with a Capital Improvement.

1 Description of the Capital Improvement

A full description of the Capital Improvement, including:

- (a) project schematic;
- (b) details of design characteristics, including technology to be applied for the Capital Improvement;
independent confirmation that the technology to be applied is the most appropriate technology for the Capital Improvement. In support of this material, the Supplier must supply a report prepared by technical adviser approved by the Committee in such manner and form as the Committee directs (acting reasonably);
- (c) any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement;
- (d) the progress and status of the requirements required to be met under clause 73.5 ("Capital Improvement Plan Development") prior to delivery of the Capital Improvement Plan.

2 Costs and Benefits of the Capital Improvement

A detailed description of the costs and benefits of the Capital Improvement, including:

- (a) details of the anticipated cost of providing the Capital Improvement (the proposed Capital Improvement Capital Costs), together with a detailed cost breakdown at a sub-system level and the basis for determining such costs (expected to be provided by an independent quantity surveyor);
- (b) confirmation that each price remains valid for at least 270 days after the provision of the Capital Improvement Plan to the Committee, and details of the price escalation methodology by which the price validity period for each pricing will extend, together with a non-binding recommendation from the Supplier on which price should be accepted; and
- (c) the impact of the Capital Improvement on the operating and maintenance costs of the Supplier's Infrastructure after completion.

3 Implementation of the Capital Improvement

A detailed implementation and project plan for the Capital Improvement, including:

- (a) details of the proposed timetable to implement the Capital Improvement, including the Supplier's proposed construction and commissioning milestones;
- (b) how the Supplier intends to manage the provision of the Supply Services to any entity for whom it supplies Supply Services during the implementation of the Capital Improvement (including any adverse impact to such entities likely to arise from the proposed Capital

Improvement and details of measures that will be taken to mitigate such impacts);

- (c) details of the strategies and measures to be adopted to ensure that the Capital Improvement is delivered in accordance with the timing objectives of the Committee and the risk allocation that supports these objectives; and
- (d) in order to facilitate Members' relationships with their tenants, the Supplier will provide detailed estimates of the time period/s during which the Supplier's Infrastructure will need to cease operating and/or operate at partial capacity to facilitate the Capital Improvement.

4 Funding

The proposed method of funding the Capital Improvement and the estimated cost of funding the Capital Improvement including those funds to be funded from:

- (a) the Supplier; and
- (b) the Members; and
- (c) third parties.

To the extent that the Capital Improvement will be financed on a secured basis, details of any proposed grant of security over any part of the relevant Green Utility Lot, the existing Supplier's Infrastructure, the Capital Improvement or any other property over which the Members have a mortgage or charge and the proposed terms of any required intercreditor arrangements to apply so as to protect the interests of the new financiers and the Committee.

To the extent that the Capital Improvement is to be funded by the Members, likely monthly capital contributions required and the terms and conditions on which the capital is to be provided.

5 Approvals

The material statutory approvals and licences required to implement the Capital Improvement including:

- (a) details of the effect of implementation of the Capital Improvement on the obligations and approvals of the Supplier under the Required Licences;
- (b) evidence that the Supplier has or will have the necessary approvals in respect of the Capital Improvement in place by the time such approvals are required to meet the proposed construction milestones and comply with any Required Licence conditions or development consent conditions under the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (c) any approvals required (by the Supplier or others) to implement any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement; and
- (d) details of any environmental impact assessments and requirements and the program implications of obtaining and complying with the approval terms.

6 Insurances

Details of any insurances required or intended to be taken out and maintained by the Supplier in respect of the Capital Improvement consistent with the Supplier's obligations under the Supply Agreements and this management statement.

7 Technical support

Demonstration that the Supplier's Infrastructure to be brought into commercial operation as a result of the Capital Improvement:

- (a) is capable of operating safely and in accordance with the Supplier's infrastructure operating plan and its water quality plan; and
- (b) will not adversely affect the quality of any Supply Services that may be provided under the Principal Supply Agreements.

In support of this material, the Supplier must supply a report prepared by an approved technical adviser in such manner and form as the Committee directs (acting reasonably).

8 Documents

To the extent that the Supplier will need to obtain consent from a counterparty to a contractual arrangement to facilitate the Capital Improvement:

- (a) details of the consent required;
- (b) the status of any consent from the relevant parties.

9 Capital Improvement Financial Model Value

A new "Capital Improvement Financial Model Value" as set out in Part D of this Capital Improvements Schedule.

10 Alternative options

Any alternative options proposed by the Supplier for delivering the Capital Improvement (including in relation to the technology to be used and the timing for delivery) which may provide an overall net benefit to the Committee.

11 Other issues

Any other issues which may include:

- (a) any other terms and conditions necessary to give effect to the Capital Improvement; and
- (b) any other additional information reasonably required by the Committee.

Barangaroo South – Building Management Statement

Part C – Independent determination of charges

1 Interpretation and time to be of the essence

- (a) In this Part C, unless the context otherwise requires:
- (i) **Capital Improvement Dispute Notice** means a Capital Improvement Acceptance Notice served on the Supplier by the Committee in accordance with clause 73.6(a)(ii) of this management statement which excludes the binding offer from the Supplier of a new set of Charges for the provision of the Supply Services under the Supply Agreements;
 - (ii) **Charges** means the charges for the provision of the Supply Services under the Supply Agreements to apply on adoption of a Capital Improvement Plan;
 - (iii) **Expert and Umpire** means a person satisfying the criteria in clause 3 of this Part C and appointed as an expert or umpire pursuant to this Part C; and
 - (iv) a reference to a clause is a reference to a clause in this Part C unless otherwise stated.
- (b) In this Part C, time is of the essence. Failure to observe any time limit in this Part C is a failure to discharge the relevant obligation or exercise the relevant right.
- (c) When agreed or determined in accordance with this Part C, the Charges are binding on the parties as part of the Capital Improvement Plan.
- (d) In this Part C, a reference to the appointment of an Expert or an Umpire means that the Expert or Umpire accepts its appointment in writing.
- (e) Despite any other provision of this deed:
- (i) the parties agree to direct the Experts and the Umpire to act in accordance with this Part C and Part D;
 - (ii) the Experts or the Umpire who agree or determine the charges must notify the Supplier and the Committee of the reasons for their determination (including their methodology, respective weightings and the comparable evidence on which they have relied); and
 - (iii) the Umpire and any sole Expert appointed by the President of the API may, at his discretion, speak to both the Supplier and the Committee in an endeavour to obtain a full understanding of this deed including Part C.

2 Essential qualifications of Expert and Umpire

- (a) Each Expert and Umpire must be a person who has (at the date of his appointment) not less than 5 years' practice valuing similar utility supplies in Sydney (or if an expert with such experience is not available, a person who has not less than 3 years' practice valuing similar utility supplies in Sydney).

- (b) In agreeing or determining the Charges, each Expert and Umpire must act as an expert and not as an arbitrator. Any laws relating to arbitration do not apply.

3 Committee Charges Notice

- (a) The Committee may, within 20 Business Days after service of the Capital Improvement Dispute Notice, serve on the Supplier a notice setting out the amounts and rates which the Committee considers to be appropriate as Charges in the Capital Improvement Plan (**Committee Charges Notice**).
- (b) If, within 20 Business Days after service of the Capital Improvement Dispute Notice, the Committee does not serve on the Supplier a Committee Charges Notice, then the Committee is deemed to have served a notice accepting that the amounts and rates notified in the Capital Improvement Plan.
- (c) If the Committee serves on the Supplier a Committee Charges Notice within 20 Business Days after service of the Capital Improvement Dispute Notice (the **Period**), then the Supplier and the Committee must try to agree the Charges within 20 Business Days after the expiration of the Period.

4 Supplier and Committee to appoint Expert and notify the other

- (a) If:
- (i) the Committee serves a Committee Charges Notice within the Period;
 - (ii) the Charges are not agreed under clause 3 within 20 Business Days after the expiration of the Period,

then each of the Supplier and the Committee must, on or by the relevant Appointment Date, appoint an Expert to determine the Charges to apply to the Capital Improvement Plan.

- (b) In this clause 4, the '**Appointment Date**' means the later of:
- (i) in relation to the Supplier: the date 5 Business Days after the Committee notifies the Supplier in writing that the Supplier has not served notice naming the Expert within the period referred to in paragraph 4(a); and
 - (ii) in relation to the Committee: the date 5 Business Days after the Supplier notifies the Committee in writing that the Committee has not served notice naming the Expert within the period referred to in paragraph 4(a).
- (c) If an Expert is so appointed by a party, the party must (on or by the relevant Appointment Date) serve notice on the other party nominating the Expert. The date of service of such a notice is a date of nomination for the purpose of this Part C.

5 Two Experts nominated

- (a) Where 2 Experts have been nominated in accordance with clause 4 they must, within 5 Business Days of the date of the later nomination (the