

Contents

Introduction	1
Step 1: Is the waste special waste?	1
Clinical and related waste.....	1
Asbestos waste	2
Waste tyres	2
Step 2: Is the waste liquid waste?	3
Step 3: Is the waste pre-classified?.....	3
Hazardous waste.....	3
Restricted solid waste.....	4
General solid waste (putrescible).....	4
General solid waste (non-putrescible)	4
Step 4: Does the waste possess hazardous characteristics?	6
Step 5: Determining a waste's classification using chemical assessment.....	6
Measurable properties of waste.....	7
Classifying a waste using the SCC test	7
Classifying a waste using the SCC and TCLP tests.....	8
Step 6: Is the waste putrescible or non-putrescible?	20
Appendix 1: Chemical assessment.....	21
Sampling and analytical methods.....	21
Appendix 2: Triple-rinsing procedure for cleaning containers.....	23
References.....	24

Classifying wastes into groups that pose similar risks to the environment and human health facilitates their management and appropriate disposal. It is the responsibility of those who generate waste to classify that waste. To assist waste generators classify the wastes they produce, the EPA has developed the Waste Classification Guidelines ('the Guidelines') which are a step-by-step process for classifying waste.

Generators and waste facilities must carefully follow the procedures in these Guidelines to ensure they comply with applicable laws in classifying their waste and safeguard protection of the environment and human health.

The Guidelines are comprised of the following sections, of which this document is Part 1:

Overview of the Guidelines

Part 1: Classifying waste

Part 2: Immobilisation of waste

Part 3: Waste containing radioactive material

Part 4: Acid sulfate soils

All sections of the Guidelines are available for download from the EPA website at www.epa.nsw.gov.au/waste/classification.htm.

Introduction

This part of the Waste Classification Guidelines (the Guidelines) covers the classification of wastes into groups that pose similar risks to the environment and human health.

The following classes of waste are defined in clause 49 of Schedule 1 of the *Protection of the Environment Operations Act 1997* (POEO Act):

- special waste
- liquid waste
- hazardous waste
- restricted solid waste
- general solid waste (putrescible)
- general solid waste (non-putrescible).

To determine which of the above classifications applies to your waste, the following steps must be followed in the order below. Once a waste's classification has been established under a particular step, do not go to the next step¹; the waste will be taken to have that classification and must be managed accordingly.

If an immobilisation approval applies to a waste, a generator who complies with the terms of that approval may classify that waste as set out in the approval, rather than according to these Guidelines.

Step 1: Is the waste special waste?

'Special waste' is a class of waste that has unique regulatory requirements. The potential environmental impacts of special waste need to be managed to minimise the risk of harm to the environment and human health.

Special waste means any of the following:

- clinical and related waste
- asbestos waste
- waste tyres
- anything classified as special waste under an EPA gazettal notice.

Generators of special waste do not need to make any further assessment of their waste if it falls within the definitions of special wastes below.

The only exception to this is where special waste is mixed with restricted solid or hazardous waste. In these circumstances, the waste must be classified as special waste and restricted solid or hazardous waste (as applicable), and managed as both of those classifications.

The meanings of the terms clinical and related waste, asbestos waste, and waste tyres are detailed below.

Clinical and related waste

Clinical and related waste means:

- clinical waste
- cytotoxic waste

¹ The only exception to this is where special waste is mixed with or incorporates other restricted solid waste or hazardous waste – see Step 1 for further details.

- pharmaceutical, drug or medicine waste
- sharps waste.

Clinical waste means any waste resulting from medical, nursing, dental, pharmaceutical, skin penetration or other related clinical activity, being waste that has the potential to cause injury, infection or offence, and includes waste containing any of the following:

- human tissue (other than hair, teeth and nails)
- bulk body fluids or blood
- visibly blood-stained body fluids, materials or equipment
- laboratory specimens or cultures
- animal tissue, carcasses or other waste from animals used for medical research

but does not include any such waste that has been treated by a method approved in writing by the Director-General of NSW Health.

Cytotoxic waste means any substance contaminated with any residues or preparations that contain materials that are toxic to cells principally through their action on cell reproduction.

Pharmaceutical, drug or medicine waste means waste that has been generated by activities carried out for business or other commercial purposes and that consists of pharmaceutical or other chemical substances specified in the Poisons List made under section 8 of the *Poisons and Therapeutic Goods Act 1966*.

Sharps waste means any waste collected from designated sharps waste containers used in the course of business, commercial or community service activities, being waste resulting from the use of sharps for any of the following purposes:

- human health care by health professionals and other health care providers
- medical research or work on cadavers
- veterinary care or veterinary research
- skin penetration or the injection of drugs or other substances for medical or non-medical reasons

but does not include waste that has been treated on the site where it was generated, and to a standard specified in an EPA gazettal notice.

Sharps means those things:

- that have sharp points or edges capable of cutting, piercing or penetrating the skin (such as needles, syringes with needles or surgical instruments)
- that are designed for the purpose of cutting, piercing or penetrating the skin
- that have the potential to cause injury or infection.

Asbestos waste

Asbestos means the fibrous form of those mineral silicates that belong to the serpentine or amphibole groups of rock-forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos) and tremolite.

Asbestos waste means any waste that contains asbestos.

Waste tyres

Waste tyres means used, rejected or unwanted tyres, including casings, seconds, shredded tyres or tyre pieces.

Step 2: Is the waste liquid waste?

If you have established that the waste is not special waste, decide whether it is 'liquid waste'.

Liquid waste means any waste (other than special waste) that:

- has an angle of repose of less than 5 degrees above horizontal
- becomes free-flowing at or below 60 degrees Celsius or when it is transported
- is generally not capable of being picked up by a spade or shovel
- is classified as liquid waste under an EPA gazettal notice.

If the waste meets the criteria outlined above, it is classified as liquid waste, and no further assessment for classification is required.

Note: The waste generator may choose to separate the waste into its liquid and solid fractions so that the solid fraction can be further classified in accordance with these Guidelines.

Step 3: Is the waste pre-classified?

If the waste is neither special nor liquid waste, establish whether the waste has been pre-classified by the EPA.

Some commonly generated waste types have been pre-classified as hazardous waste, general solid waste (putrescible) or general solid waste (non-putrescible). These pre-classifications are contained in the definitions of those classifications in Schedule 1 of the POEO Act.

The following wastes have already been pre-classified by the EPA. The EPA may also pre-classify other waste types as either hazardous waste, restricted solid waste, general solid waste (putrescible) or general solid waste (non-putrescible) by a notice published in the *NSW Government Gazette*. All currently gazetted special, liquid and pre-classified wastes are listed on the EPA website at: www.epa.nsw.gov.au/waste/wastetypes.htm.

Once a waste's classification has been established under a particular pre-classification below, do not go to the next classification; the waste has that classification and must be managed accordingly.

Hazardous waste

The following waste types (other than special waste or liquid waste) have been pre-classified by the EPA as 'hazardous waste':

- containers, having previously contained a substance of Class 1, 3, 4, 5 or 8 within the meaning of the Transport of Dangerous Goods Code, or a substance to which Division 6.1 of the Transport of Dangerous Goods Code applies, from which residues have not been removed by washing² or vacuuming
- coal tar or coal tar pitch waste (being the tarry residue from the heating, processing or burning of coal or coke) comprising of more than 1% (by weight) of coal tar or coal tar pitch waste
- lead-acid or nickel-cadmium batteries (being waste generated or separately collected by activities carried out for business, commercial or community services purposes)
- lead paint waste arising otherwise than from residential premises or educational or child care institutions
- any mixture of the wastes referred to above.

² The cleaning method used must be as good as or better than the triple-rinsing method outlined in Appendix 2.

Transport of Dangerous Goods Code means the document called the Australian Code for the Transport of Dangerous Goods by Road and Rail (7th edition), approved by the Ministerial Council for Road Transport and published by the Commonwealth Government from time to time.

Restricted solid waste

Currently, no wastes have been pre-classified by the EPA as 'restricted solid waste'. Restricted solid waste therefore currently only includes wastes assessed and classified as restricted solid waste in accordance with the procedures in Step 5 of this guide.

General solid waste (putrescible)

The following wastes (other than special waste, liquid waste, hazardous waste or restricted solid waste) have been pre-classified by the EPA as 'general solid waste (putrescible)':

- household waste that contains putrescible organics
- waste from litter bins collected by or on behalf of local councils
- manure and night soil
- disposable nappies, incontinence pads or sanitary napkins
- food waste
- animal waste
- grit or screenings from sewage treatment systems that have been dewatered so that the grit or screenings do not contain free liquids
- any mixture of the wastes referred to above.

In assessing whether waste has been pre-classified as general solid waste (putrescible), the following definitions apply:

Animal waste includes dead animals and animal parts and any mixture of dead animals and animal parts.

Food waste means waste from the manufacture, preparation, sale or consumption of food but does not include grease-trap waste.

Manure includes any mixture of manure and biodegradable animal bedding, such as straw.

General solid waste (non-putrescible)

The following wastes (other than special waste, liquid waste, hazardous waste, restricted solid waste or general solid waste (putrescible)) are pre-classified as 'general solid waste (non-putrescible)':

- glass, plastic, rubber, plasterboard, ceramics, bricks, concrete or metal
- paper or cardboard
- household waste from municipal clean-up that does not contain food waste
- waste collected by, or on behalf of, local councils from street sweepings
- grit, sediment, litter and gross pollutants collected in, and removed from, stormwater treatment devices and/or stormwater management systems, that has been dewatered so that they do not contain free liquids
- grit and screenings from potable water and water reticulation plants that has been dewatered so that it does not contain free liquids
- garden waste
- wood waste
- waste contaminated with lead (including lead paint waste) from residential premises or educational or child care institutions

- containers, previously containing dangerous goods, from which residues have been removed by washing³ or vacuuming
- drained oil filters (mechanically crushed), rags and oil-absorbent materials that only contain non-volatile petroleum hydrocarbons and do not contain free liquids
- drained motor oil containers that do not contain free liquids
- non-putrescible vegetative waste from agriculture, silviculture or horticulture
- building cavity dust waste removed from residential premises or educational or child care institutions, being waste that is packaged securely to prevent dust emissions and direct contact
- synthetic fibre waste (from materials such as fibreglass, polyesters and other plastics) being waste that is packaged securely to prevent dust emissions, but excluding asbestos waste
- virgin excavated natural material
- building and demolition waste
- asphalt waste (including asphalt resulting from road construction and waterproofing works)
- biosolids categorised as unrestricted use, or restricted use 1, 2 or 3, in accordance with the criteria set out in the *Biosolids Guidelines* (EPA 2000)
- cured concrete waste from a batch plant
- fully cured and set thermosetting polymers and fibre-reinforcing resins
- fully cured and dried residues of resins, glues, paints, coatings and inks
- any mixture of the wastes referred to above.

In assessing whether waste has been pre-classified as general solid waste (non-putrescible), the following definitions apply:

Building and demolition waste means unsegregated material (other than material containing asbestos waste or liquid waste) that results from:

- the demolition, erection, construction, refurbishment or alteration of buildings other than
 - chemical works
 - mineral processing works
 - container reconditioning works
 - waste treatment facilities
- the construction, replacement, repair or alteration of infrastructure development such as roads, tunnels, sewage, water, electricity, telecommunications and airports

and includes materials such as:

- bricks, concrete, paper, plastics, glass and metal
- timber, including unsegregated timber, that may contain timber treated with chemicals such as copper chrome arsenate (CCA), high temperature creosote (HTC), pigmented emulsified creosote (PEC) and light organic solvent preservative (LOSP)

but does not include excavated soil (for example, soil excavated to level off a site prior to construction or to enable foundations to be laid or infrastructure to be constructed).

Garden waste means waste that consists of branches, grass, leaves, plants, loppings, tree trunks, tree stumps and similar materials, and includes any mixture of those materials.

³ The cleaning method must be as good as or better than the triple-rinsing method outlined in Appendix 2.

Virgin excavated natural material means natural material (such as clay, gravel, sand, soil or rock fines):

- that has been excavated or quarried from areas that are not contaminated with manufactured chemicals, or with process residues, as a result of industrial, commercial, mining or agricultural activities
- that does not contain sulfidic ores or soils, or any other waste,

and includes excavated natural material that meets such criteria for virgin excavated natural material as may be approved from time to time by a notice published in the *NSW Government Gazette*.

Wood waste means sawdust, timber offcuts, wooden crates, wooden packaging, wooden pallets, wood shavings and similar materials, and includes any mixture of those materials, but does not include wood treated with chemicals such as copper chrome arsenate (CCA), high temperature creosote (HTC), pigmented emulsified creosote (PEC) and light organic solvent preservative (LOSP).

Step 4: Does the waste possess hazardous characteristics?

If a waste has not been classified under Steps 1–3, it must be classified as ‘hazardous waste’ if it is a dangerous good under any of the following classes or divisions of the *Transport of Dangerous Goods Code*

- Class 1: Explosives
- Class 2: Gases (compressed, liquefied or dissolved under pressure)
- Division 4.1: Flammable solids (excluding garden waste, natural organic fibrous material and wood waste, and all physical forms of carbon such as activated carbon and graphite)
- Division 4.2: Substances liable to spontaneous combustion (excluding garden waste, natural organic fibrous material and wood waste, and all physical forms of carbon such as activated carbon and graphite)
- Division 4.3: Substances which when in contact with water emit flammable gases
- Class 5: Oxidising agents and organic peroxides
- Division 6.1: Toxic substances
- Class 8: Corrosive substances.

For further information on the test methods to establish whether the waste exhibits any of the above characteristics, please refer to the *Transport of Dangerous Goods Code*.

Step 5: Determining a waste’s classification using chemical assessment

Waste generators must chemically assess their waste in accordance with Step 5 to determine the waste’s classification where it has not been classified under Steps 1–4 of the Guidelines.

If the waste generator does not undertake chemical assessment of the waste, the waste must be classified as hazardous waste. Waste classified as hazardous waste cannot be disposed of in NSW and must be treated prior to disposal.

The chemical assessment process is based around the waste’s potential to release chemical contaminants into the environment through contact with liquids, which leads to the production of leachates.

Testing of contaminants as set out below, however, is not necessary where the waste generator knows the processes which produced the waste and the maximum possible levels of contaminants it contains. In order to classify the waste, the generator must be certain that

the maximum possible levels of contaminants in the waste do not exceed the specific contaminant concentration (SCC) and/or toxicity characteristics leaching procedure (TCLP) test values for that classification (see *Measurable properties of waste* below). In these cases, the generator must ensure that the reasons for not undertaking the chemical assessment are documented and records of the decision are retained for three years.

Guidance on sampling and analytical methods is provided in Appendix 1. Where waste generators are unsure of the appropriate sampling or analytical methods for a particular waste, they are strongly encouraged to seek expert help, either from a laboratory that specialises in waste analysis or someone specialising in waste management issues, or both.

Measurable properties of waste

The two measurable properties of chemical contaminants used to classify waste are:

- the SCC of any chemical contaminant in the waste, expressed as milligrams per kilogram (mg/kg)
- the leachable concentration of any chemical contaminant using TCLP, expressed as milligrams per litre (mg/L).

Generators of waste must select the chemical contaminants that are known to be present, or are likely to be present in the waste. This may be informed by the site activities, site history, or the processes which produced the waste. Generators of waste must be able to justify the chemical contaminants selected for testing and keep records of that decision for three years.

If a waste generator reasonably suspects that a waste contains chemical contaminants that are not listed in Tables 1 and 2 below, the waste generator must test for these contaminants and contact EPA's Waste and Resource Recovery Branch for advice.

Classifying a waste using the SCC test

The first test which must be used to chemically assess waste is the SCC test.

The SCC test acts as an initial screening test for the classification of a waste. Based on SCC alone, the test value for each contaminant must be less than or equal to the contaminant threshold (CT) value specified for that contaminant in Table 1, and if so it will fall into one of the following classes:

- general solid waste \leq CT1
- restricted solid waste \leq CT2.

If a waste's SCC test value exceeds the contaminant threshold value set for general solid waste (CT1), further assessment using the TCLP test may be used.

Where the contaminant threshold value set for restricted solid waste (CT2) is exceeded, a TCLP test must be carried out to determine the leachable concentration of that contaminant and the class of waste.

For waste assessment and classification, it is recommended that the sample mean, the sample standard deviation and the 95% upper confidence limit (UCL) of the mean concentration is calculated for each contaminant to ensure that the 95% UCL for the mean concentration is less than or equal to the CT limit value specified for that contaminant.

Classifying a waste using the SCC and TCLP tests

To establish the waste's classification using both SCC and TCLP, the test values for each chemical contaminant must be compared with the threshold values set in Table 2, and the classification is then determined as follows:

Classification	SCC value	TCLP value
General solid waste	≤SCC1	≤TCLP1
Restricted solid waste	≤SCC2	≤TCLP2
Hazardous waste	>SCC2	>TCLP2

If any of the SCC or TCLP threshold values specified in Table 2 are exceeded for general solid waste, the waste must be classified as restricted solid waste. If any of the SCC or TCLP threshold values specified in Table 2 are exceeded for restricted solid waste, the waste must be classified as hazardous waste. Detailed interpretative guidance regarding the use of both SCC and TCLP values to establish a waste's classification is provided in Table 3.

For waste assessment and classification, it is recommended that the sample mean, the sample standard deviation and the 95% UCL of the mean concentration is calculated for each contaminant to ensure that the 95% UCL for the mean concentration is less than or equal to the SCC or TCLP limit value specified for that contaminant.

Table 1: CT1 & CT2 values for classifying waste by chemical assessment without the TCLP test

For disposal requirements for organic and inorganic chemical contaminants not listed below, contact the EPA. Aluminium, barium, boron, chromium (0 and III oxidation states), cobalt, copper, iron, manganese, vanadium and zinc have not been listed with values in this table and need not be tested for.

Contaminant	Maximum values of <i>specific contaminant concentration (SCC)</i> for classification without TCLP		CAS Registry Number
	General solid waste ¹	Restricted solid waste	
	CT1 (mg/kg)	CT2 (mg/kg)	
Arsenic	100	400	
Benzene	10	40	71-43-2
Benzo(a)pyrene ²	0.8	3.2	50-32-8
Beryllium	20	80	
Cadmium	20	80	
Carbon tetrachloride	10	40	56-23-5
Chlorobenzene	2,000	8,000	108-90-7
Chloroform	120	480	67-66-3
Chlorpyrifos	4	16	2921-88-2
Chromium (VI) ³	100	400	
m-Cresol	4,000	16,000	108-39-4
o-Cresol	4,000	16,000	95-48-7
p-Cresol	4,000	16,000	106-44-5
Cresol (total)	4,000	16,000	1319-77-3
Cyanide (amenable) ⁴	70	280	
Cyanide (total)	320	1,280	
2,4-D	200	800	94-75-7
1,2-Dichlorobenzene	86	344	95-50-1
1,4-Dichlorobenzene	150	600	106-46-7
1,2-Dichloroethane	10	40	107-06-2
1,1-Dichloroethylene	14	56	75-35-4
Dichloromethane	172	688	75-09-2
2,4-Dinitrotoluene	2.6	10.4	121-14-2
Endosulfan ⁵	60	240	See below ⁵
Ethylbenzene	600	2,400	100-41-4
Fluoride	3,000	12,000	
Fluroxypyr	40	160	69377-81-7
Lead	100	400	

Waste Classification Guidelines – Part 1: Classification of waste

Contaminant	Maximum values of <i>specific contaminant concentration (SCC)</i> for classification without TCLP		CAS Registry Number
	General solid waste ¹	Restricted solid waste	
	CT1 (mg/kg)	CT2 (mg/kg)	
Mercury	4	16	
Methyl ethyl ketone	4,000	16,000	78-93-3
Moderately harmful pesticides ⁶ (total)	250	1,000	See below ⁶
Molybdenum	100	400	
Nickel	40	160	
Nitrobenzene	40	160	98-95-3
C6–C9 petroleum hydrocarbons ⁷	650	2,600	
C10–C36 petroleum hydrocarbons ⁷	10,000	40,000	
Phenol (non-halogenated)	288	1,152	108-95-2
Picloram	60	240	1918-02-1
Plasticiser compounds ⁸	20	80	See below ⁸
Polychlorinated biphenyls ⁹	<50	<50	1336-36-3
Polycyclic aromatic hydrocarbons (total) ¹⁰	200	800	
Scheduled chemicals ¹¹	<50	<50	
Selenium	20	80	
Silver	100	400	
Styrene (vinyl benzene)	60	240	100-42-5
Tebuconazole	128	512	107534-96-3
1,2,3,4-Tetrachlorobenzene	10	40	634-66-2
1,1,1,2-Tetrachloroethane	200	800	630-20-6
1,1,2,2-Tetrachloroethane	26	104	79-34-5
Tetrachloroethylene	14	56	127-18-4
Toluene	288	1,152	108-88-3
1,1,1-Trichloroethane	600	2,400	71-55-6
1,1,2-Trichloroethane	24	96	79-00-5
Trichloroethylene	10	40	79-01-6
2,4,5-Trichlorophenol	8,000	32,000	95-95-4
2,4,6-Trichlorophenol	40	160	88-06-2
Triclopyr	40	160	55335-06-3

Waste Classification Guidelines – Part 1: Classification of waste

Contaminant	Maximum values of <i>specific contaminant concentration (SCC)</i> for classification without TCLP		CAS Registry Number
	General solid waste ¹	Restricted solid waste	
	CT1 (mg/kg)	CT2 (mg/kg)	
Vinyl chloride	4	16	75-01-4
Xylenes (total)	1,000	4,000	1330-20-7

Notes

1. Values are the same for general solid waste (putrescible) and general solid waste (non-putrescible).
2. There may be a need for the laboratory to concentrate the sample to achieve the TCLP limit value for benzo(a)pyrene with confidence.
3. These limits apply to chromium in the +6 oxidation state only.
4. Analysis for cyanide (amenable) is the established method for assessing potentially leachable cyanide. The EPA may consider other methods if it can be demonstrated that these methods yield the same information.
5. Endosulfan (CAS Registry Number 115-29-7) means the total of Endosulfan I (CAS Registry Number 959-98-8), Endosulfan II (CAS Registry Number 891-86-1) and Endosulfan sulfate (CAS Registry Number 1031-07-8).
6. The following moderately harmful pesticides are to be included in the total values specified:

Moderately harmful pesticides (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Atrazine	1912-24-9	Imidacloprid	138261-41-3
Azoxystrobin	131860-33-8	Indoxacarb	173584-44-6
Bifenthrin	82657-04-3	Malathion (Maldison)	121-75-5
Brodifacoum	56073-10-0	Metalaxyl	57837-19-1
Carboxin	5234-68-4	Metalaxyl-M	70630-17-0
Copper naphthenate	1338-02-9	Methidathion	950-37-8
Cyfluthrin	68359-37-5	3-Methyl-4-chlorophenol	59-50-7
Cyhalothrin	68085-85-8	Methyl chlorpyrifos	5598-13-0
Cypermethrin	52315-07-08	N-Methyl pyrrolidone	872-50-4
Deltamethrin	52918-63-5	2-octylthiazol-3-one	26530-20-1
Dichlofluanid	1085-98-9	Oxyfluorfen	42874-03-3
Dichlorvos	62-73-7	Paraquat dichloride	1910-42-5
Difenoconazole	119446-68-3	Parathion methyl	298-00-0
Dimethoate	60-51-5	Permethrin	52645-53-1
Diquat dibromide	85-00-7	Profenofos	41198-08-7
Emamectin benzoate	137515-75-4 & 155569-91-8	Prometryn	7287-19-6
Ethion	563-12-2	Propargite	2312-35-8
Fenthion	55-38-9	Pentachloronitrobenzene (Quintozone)	82-68-8
Fenitrothion	122-14-5	Simazine	122-34-9
Fipronil	120068-37-3	Thiabendazole	148-79-8

Moderately harmful pesticides (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Fluazifop-P-butyl	79241-46-6	Thiamethoxam	153719-23-4
Fludioxonil	131341-86-1	Thiodicarb	59669-26-0
Glyphosate	1071-83-6	Thiram	137-26-8

- Approximate range of petroleum hydrocarbon fractions: petrol C6–C9, kerosene C10–C18, diesel C12–C18, and lubricating oils above C18. Laboratory results are reported as four different fractions: C6–C9, C10–C14, C15–C28 and C29–C36. The results of total petroleum hydrocarbons (TPH) (C10–C36) analyses are reported as a sum of the relevant three fractions. Please note that hydrocarbons are defined as molecules that only contain carbon and hydrogen atoms. Prior to TPH (C10–C36) analysis, clean-up may be necessary to remove non-petroleum hydrocarbon compounds. Where the presence of other materials that will interfere with the analysis may be present, such as oils and fats from food sources, you are advised to treat the extract that has been solvent exchanged to hexane with silica gel as described in *USEPA Method 1664A* (USEPA 2000).
- Plasticiser compounds means the total of di-2-ethyl hexyl phthalate (CAS Registry Number 117-81-7) and di-2-ethyl hexyl adipate (CAS Registry Number 103-23-1) contained within a waste.
- Polychlorinated biphenyls must be managed in accordance with the EPA's polychlorinated biphenyl (PCB) chemical control order 1997, which is available on the EPA website at www.epa.nsw.gov.au/resources/pesticides/pcbcco1997.pdf.
- The following polycyclic aromatic hydrocarbons (PAHs) are assessed as the total concentration of 16 USEPA Priority Pollutant PAHs, as follows:

Polycyclic aromatic hydrocarbons (total)			
PAH name	CAS Registry Number	PAH name	CAS Registry Number
Acenaphthene	83-32-9	Chrysene	218-01-9
Acenaphthylene	208-96-8	Dibenzo(a,h)anthracene	53-70-3
Anthracene	120-12-7	Fluoranthene	206-44-0
Benzo(a)anthracene	56-55-3	Fluorene	86-73-7
Benzo(a)pyrene	50-32-8	Indeno(1,2,3-cd)pyrene	193-39-5
Benzo(b)fluoranthene	205-99-2	Naphthalene	91-20-3
Benzo(ghi)perylene	191-24-2	Phenanthrene	85-01-8
Benzo(k)fluoranthene	207-08-9	Pyrene	129-00-0

- Scheduled chemicals must be managed in accordance with the EPA's scheduled chemical wastes chemical control order 2004, which is available on the EPA website at www.epa.nsw.gov.au/resources/pesticides/scwcco2004.pdf.

The following scheduled chemicals are to be included in the total values specified:

Scheduled chemicals (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Aldrin	309-00-2	Heptachlor	76-44-8
Alpha-BHC	319-84-6	Heptachlor epoxide	1024-57-3
Beta-BHC	319-85-7	Hexachlorobenzene	118-74-1
Gamma-BHC (Lindane)	58-89-9	Hexachlorophene	70-30-4
Delta-BHC	319-86-8	Isodrin	465-73-6

Waste Classification Guidelines – Part 1: Classification of waste

Scheduled chemicals (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Chlordane	57-74-9	Pentachlorobenzene	608-93-5
DDD	72-54-8	Pentachloronitrobenzene	82-68-8
DDE	72-55-9	Pentachlorophenol	87-86-5
DDT	50-29-3	1,2,4,5-Tetrachlorobenzene	95-94-3
Dieldrin	60-57-1	2,3,4,6-Tetrachlorophenol	58-90-2
Endrin	72-20-8	1,2,4-Trichlorobenzene	120-82-1
Endrin aldehyde	7421-93-4	2,4,5-Trichlorophenoxyacetic acid, salts and esters	93-76-5

Table 2: TCLP and SCC values for classifying waste by chemical assessment

For disposal requirements for organic and inorganic chemical contaminants not listed below, contact the EPA. Aluminium, barium, boron, chromium (0 and III oxidation states), cobalt, copper, iron, manganese, vanadium and zinc have not been listed with values in this table and need not be tested for.

Contaminant	Maximum values for <i>leachable concentration</i> and <i>specific contaminant concentration</i> when used together				CAS Registry Number
	General solid waste ¹		Restricted solid waste		
	Leachable concentration	Specific contaminant concentration	Leachable concentration	Specific contaminant concentration	
	TCLP1 (mg/L)	SCC1 (mg/kg)	TCLP2 (mg/L)	SCC2 (mg/kg)	
Arsenic	5.0 ²	500	20	2,000	
Benzene	0.5 ²	18	2	72	71-43-2
Benzo(a)pyrene ³	0.04 ⁴	10	0.16	23	50-32-8
Beryllium	1.0 ⁵	100	4	400	
Cadmium	1.0 ²	100	4	400	
Carbon tetrachloride	0.5 ²	18	2	72	56-23-5
Chlorobenzene	100 ²	3,600	400	14,400	108-90-7
Chloroform	6 ²	216	24	864	67-66-3
Chlorpyrifos	0.2	7.5	0.8	30	2921-88-2
Chromium (VI) ⁶	5 ²	1,900	20	7,600	
m-Cresol	200 ²	7,200	800	28,800	108-39-4
o-Cresol	200 ²	7,200	800	28,800	95-48-7
p-Cresol	200 ²	7,200	800	28,800	106-44-5
Cresol (total)	200 ²	7,200	800	28,800	1319-77-3
Cyanide (amenable) ^{7, 8}	3.5 ⁷	300	14	1,200	
Cyanide (total) ⁷	16 ⁷	5,900	64	23,600	
2,4-D	10 ²	360	40	1,440	94-75-7
1,2-Dichlorobenzene	4.3 ²	155	17.2	620	95-50-1
1,4-Dichlorobenzene	7.5 ²	270	30	1,080	106-46-7
1,2-Dichloroethane	0.5 ²	18	2	72	107-06-2
1,1-Dichloroethylene	0.7 ²	25	2.8	100	75-35-4
Dichloromethane	8.6 ²	310	34.4	1,240	75-09-2
2,4-Dinitrotoluene	0.13 ²	4.68	0.52	18.7	121-14-2
Endosulfan ⁹	3	108	12	432	See below ⁹

Waste Classification Guidelines – Part 1: Classification of waste

Contaminant	Maximum values for <i>leachable concentration</i> and <i>specific contaminant concentration</i> when used together				CAS Registry Number
	General solid waste ¹		Restricted solid waste		
	Leachable concentration	Specific contaminant concentration	Leachable concentration	Specific contaminant concentration	
	TCLP1 (mg/L)	SCC1 (mg/kg)	TCLP2 (mg/L)	SCC2 (mg/kg)	
Ethylbenzene	30 ¹⁰	1,080	120	4,320	100-41-4
Fluoride	150 ¹⁰	10,000	600	40,000	
Fluroxypyr	2	75	8	300	69377-81-7
Lead	5 ²	1,500	20	6,000	
Mercury	0.2 ²	50	0.8	200	
Methyl ethyl ketone	200 ²	7,200	800	28,800	78-93-3
Moderately harmful pesticides ¹¹ (total)	N/A ¹²	250	N/A ¹²	1,000	See below ¹¹
Molybdenum	5 ¹⁰	1,000	20	4,000	
Nickel	2 ¹⁰	1,050	8	4,200	
Nitrobenzene	2 ²	72	8	288	98-95-3
C6–C9 petroleum hydrocarbons ¹³	N/A ¹²	650	N/A ¹²	2,600	
C10–C36 petroleum hydrocarbons ¹³	N/A ¹²	10,000	N/A ¹²	40,000	
Phenol (non-halogenated)	14.4 ¹⁴	518	57.6	2,073	108-95-2
Picloram	3	110	12	440	1918-02-1
Plasticiser compounds ¹⁵	1	600	4	2,400	See below ¹⁵
Polychlorinated biphenyls ¹²	N/A ¹²	< 50	N/A ¹²	< 50	1336-36-3
Polycyclic aromatic hydrocarbons (total) ¹⁶	N/A ¹²	200	N/A ¹²	800	
Scheduled chemicals ¹⁷	N/A ¹²	< 50	N/A ¹²	< 50	See below ¹⁷
Selenium	1 ²	50	4	200	
Silver	5.0 ²	180	20	720	
Styrene (vinyl benzene)	3 ¹⁰	108	12	432	100-42-5
Tebuconazole	6.4	230	25.6	920	107534-96-3
1,2,3,4-Tetrachlorobenzene	0.5	18	2	72	634-66-2

Waste Classification Guidelines – Part 1: Classification of waste

Contaminant	Maximum values for <i>leachable concentration</i> and <i>specific contaminant concentration</i> when used together				CAS Registry Number
	General solid waste ¹		Restricted solid waste		
	Leachable concentration	Specific contaminant concentration	Leachable concentration	Specific contaminant concentration	
	TCLP1 (mg/L)	SCC1 (mg/kg)	TCLP2 (mg/L)	SCC2 (mg/kg)	
1,1,1,2-Tetrachloroethane	10 ²	360	40	1,440	630-20-6
1,1,2,2-Tetrachloroethane	1.3 ²	46.8	5.2	187.2	79-34-5
Tetrachloroethylene	0.7 ²	25.2	2.8	100.8	127-18-4
Toluene	14.4 ¹⁴	518	57.6	2,073	108-88-3
1,1,1-Trichloroethane	30 ²	1,080	120	4,320	71-55-6
1,1,2-Trichloroethane	1.2 ²	43.2	4.8	172.8	79-00-5
Trichloroethylene	0.5 ²	18	2	72	79-01-6
2,4,5-Trichlorophenol	400 ²	14,400	1,600	57,600	95-95-4
2,4,6-Trichlorophenol	2 ²	72	8	288	88-06-2
Triclopyr	2	75	8	300	55335-06-3
Vinyl chloride	0.2 ²	7.2	0.8	28.8	75-01-4
Xylenes (total)	50 ¹⁸	1,800	200	7,200	1330-20-7

Notes

1. Values are the same for general solid waste (putrescible) and general solid waste (non- putrescible).
2. See *Hazardous Waste Management System: Identification and Listing of Hazardous Waste – Toxicity Characteristics Revisions, Final Rule* (USEPA 2012b) for TCLP levels.
3. There may be a need for the laboratory to concentrate the sample to achieve the TCLP limit value for benzo(a)pyrene with confidence.
4. Calculated from *Hazardous Waste: Identification and Listing* (USEPA 2012a).
5. Calculated from 'Beryllium' in *The Health Risk Assessment and Management of Contaminated Sites* (DiMarco & Buckett 1996).
6. These limits apply to chromium in the +6 oxidation state only.
7. Taken from the *Land Disposal Restrictions for Newly Identified and Listed Hazardous Wastes and Hazardous Soil: Proposed Rule* (USEPA 1993).
8. Analysis for cyanide (amenable) is the established method used to assess the potentially leachable cyanide. The EPA may consider other methods if it can be demonstrated that these methods yield the same information.
9. Endosulfan (CAS Registry Number 115-29-7) means the total of endosulfan I (CAS Registry Number 959-98-8), endosulfan II (CAS Registry Number 891-86-1) and endosulfan sulfate (CAS Registry Number 1031-07-8).
10. Calculated from *Australian Drinking Water Guidelines* (NHMRC 2011).
11. The following moderately harmful pesticides are to be included in the total values specified:

Waste Classification Guidelines – Part 1: Classification of waste

Moderately harmful pesticides (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Atrazine	1912-24-9	Imidacloprid	138261-41-3
Azoxystrobin	131860-33-8	Indoxacarb	173584-44-6
Bifenthrin	82657-04-3	Malathion (Maldison)	121-75-5
Brodifacoum	56073-10-0	Metalaxyl	57837-19-1
Carboxin	5234-68-4	Metalaxyl-M	70630-17-0
Copper naphthenate	1338-02-9	Methidathion	950-37-8
Cyfluthrin	68359-37-5	3-Methyl-4-chlorophenol	59-50-7
Cyhalothrin	68085-85-8	Methyl chlorpyrifos	5598-13-0
Cypermethrin	52315-07-08	N-Methyl pyrrolidone	872-50-4
Deltamethrin	52918-63-5	2-octylthiazol-3-one	26530-20-1
Dichlofluanid	1085-98-9	Oxyfluorfen	42874-03-3
Dichlorvos	62-73-7	Paraquat dichloride	1910-42-5
Difenoconazole	119446-68-3	Parathion methyl	298-00-0
Dimethoate	60-51-5	Permethrin	52645-53-1
Diquat dibromide	85-00-7	Profenofos	41198-08-7
Emamectin benzoate	137515-75-4 & 155569-91-8	Prometryn	7287-19-6
Ethion	563-12-2	Propargite	2312-35-8
Fenthion	55-38-9	Pentachloronitrobenzene (Quintozone)	82-68-8
Fenitrothion	122-14-5	Simazine	122-34-9
Fipronil	120068-37-3	Thiabendazole	148-79-8
Fluazifop-P-butyl	79241-46-6	Thiamethoxam	153719-23-4
Fludioxonil	131341-86-1	Thiodicarb	59669-26-0
Glyphosate	1071-83-6	Thiram	137-26-8

12. No TCLP analysis is required. Moderately harmful pesticides, petroleum hydrocarbons, polychlorinated biphenyls, polycyclic aromatic hydrocarbons and scheduled chemicals are assessed using SCC1 and SCC2.

Polychlorinated biphenyls must be managed in accordance with the EPA's polychlorinated biphenyl (PCB) chemical control order 1997, which is available on the EPA website at www.epa.nsw.gov.au/resources/pesticides/pcbcco1997.pdf.

13. Approximate range of petroleum hydrocarbon fractions: petrol C6–C9, kerosene C10–C18, diesel C12–C18, and lubricating oils above C18. Laboratory results are reported as four different fractions: C6–C9, C10–C14, C15–C28 and C29–C36. The results of total petroleum hydrocarbons (C10–C36) analyses are reported as a sum of the relevant three fractions. Please note that hydrocarbons are defined as molecules that only contain carbon and hydrogen atoms. Prior to TPH (C10–C36) analysis, clean-up may be necessary to remove non-petroleum hydrocarbon compounds. Where the presence of other materials that will interfere with the analysis may be present, such as oils and fats from food sources, you are advised to treat the extract that has been solvent exchanged to hexane with silica gel as described in USEPA Method 1664A (USEPA 2000).
14. Proposed level for phenol and toluene in *Hazardous Waste Management System: Identification and Listing of Hazardous Waste – Toxicity Characteristics Revisions, Final Rule* (USEPA 2012b).

Waste Classification Guidelines – Part 1: Classification of waste

15. Plasticiser compounds means the total of di-2-ethyl hexyl phthalate (CAS Registry Number 117-81-7) and di-2-ethyl hexyl adipate (CAS Registry Number 103-23-1) contained within a waste.
16. The following polycyclic aromatic hydrocarbons are assessed as the total concentration of 16 USEPA Priority Pollutant PAHs, as follows:

Polycyclic aromatic hydrocarbons (total)			
PAH name	CAS Registry Number	PAH name	CAS Registry Number
Acenaphthene	83-32-9	Chrysene	218-01-9
Acenaphthylene	208-96-8	Dibenzo(a,h)anthracene	53-70-3
Anthracene	120-12-7	Fluoranthene	206-44-0
Benzo(a)anthracene	56-55-3	Fluorene	86-73-7
Benzo(a)pyrene	50-32-8	Indeno(1,2,3-cd)pyrene	193-39-5
Benzo(b)fluoranthene	205-99-2	Naphthalene	91-20-3
Benzo(ghi)perylene	191-24-2	Phenanthrene	85-01-8
Benzo(k)fluoranthene	207-08-9	Pyrene	129-00-0

17. Scheduled chemicals must be managed in accordance with the EPA's scheduled chemical wastes chemical control order 2004, which is available on the EPA website at www.epa.nsw.gov.au/resources/pesticides/scwcco2004.pdf.

The following scheduled chemicals are to be included in the total values specified:

Scheduled chemicals (total)			
Name	CAS Registry Number	Name	CAS Registry Number
Aldrin	309-00-2	Heptachlor	76-44-8
Alpha-BHC	319-84-6	Heptachlor epoxide	1024-57-3
Beta-BHC	319-85-7	Hexachlorobenzene	118-74-1
Gamma-BHC (Lindane)	58-89-9	Hexachlorophene	70-30-4
Delta-BHC	319-86-8	Isodrin	465-73-6
Chlordane	57-74-9	Pentachlorobenzene	608-93-5
DDD	72-54-8	Pentachloronitrobenzene	82-68-8
DDE	72-55-9	Pentachlorophenol	87-86-5
DDT	50-29-3	1,2,4,5-Tetrachlorobenzene	95-94-3
Dieldrin	60-57-1	2,3,4,6-Tetrachlorophenol	58-90-2
Endrin	72-20-8	1,2,4-Trichlorobenzene	120-82-1
Endrin aldehyde	7421-93-4	2,4,5-Trichlorophenoxyacetic acid, salts and esters	93-76-5

18. Calculated from *Guidelines for Drinking Water Quality* (WHO 2011).

Table 3: Summary of criteria for chemical assessment to determine waste classification

Waste classification	Criteria ¹ for classification by chemical assessment (any of the alternative options given)	Comments
General solid waste	1. SCC test values \leq CT1	TCLP test not required
	2. TCLP test values \leq TCLP1 and SCC test values \leq SCC1	
	3. TCLP test values \leq TCLP1 and SCC test values $>$ SCC1 ²	Classify as restricted solid or hazardous (as applicable) If immobilisation approval applies, classify in accordance with that approval
Restricted solid waste	1. SCC test values \leq CT2	TCLP test not required
	2. TCLP1 $<$ TCLP test values \leq TCLP2 and SCC test values \leq SCC2	
	3. TCLP test values \leq TCLP2 and SCC1 $<$ SCC test values \leq SCC2	
	4. TCLP1 $<$ TCLP test values \leq TCLP2 and SCC test values $>$ SCC2 ²	Classify as hazardous. If immobilisation approval applies, classify in accordance with that approval
Hazardous waste	1. TCLP test values $>$ TCLP 2	
	2. TCLP test values \leq TCLP2 and SCC test values $>$ SCC2	Classify as hazardous if no immobilization approval applies

Notes

1. These criteria apply to each toxic and ecotoxic contaminant present in the waste (see Tables 1 and 2).
2. In certain cases the EPA will consider specific conditions, such as segregation of the waste from all other types of waste in a monofill or monocell in order to achieve a greater margin of safety against a possible failure of the immobilisation in the future. Information about the construction and operation of a monofill/monocell is available in the *Draft Environmental Guidelines for Industrial Waste Landfilling* (EPA 1998).

Step 6: Is the waste putrescible or non-putrescible?

Where chemical assessment of a waste under Step 5 results in classification of the waste as general solid waste, further assessment may be undertaken to determine whether the waste can be classified as 'general solid waste (putrescible)' or 'general solid waste (non-putrescible)'. Otherwise (for example, if the waste generator does not wish to undertake this chemical assessment), the waste must be classified as 'general solid waste (putrescible)'.

General solid waste may only be classified as non-putrescible if:

- it does not readily decay under standard conditions, does not emit offensive odours and does not attract vermin or other vectors (such as flies, birds and rodents), or
- it has a specific oxygen uptake of less than 1.5 milligrams O₂ per hour per gram of total organic solids at 20 degrees Celsius, or
- it is such that, during composting (for the purpose of stabilisation), the mass of volatile solids in the organic waste has been reduced by at least 38%, or
- it has been treated by composting for at least 14 days, during which time the temperature of the organic waste must have been greater than 40 degrees Celsius and the average temperature greater than 45 degrees Celsius.

Non-putrescible materials typically do not:

- readily decay under standard conditions
- emit offensive odours
- attract vermin or other vectors (such as flies, birds and rodents).

Wastes that are generally not classified as putrescible include soils, timber, garden trimmings, agricultural, forestry and crop materials, and natural fibrous organic and vegetative materials.

Output from Alternative Waste Technology facilities (AWTs) that requires disposal must be assessed in accordance with the above to determine its putrescibility.

Appendix 1: Chemical assessment

Sampling and analytical methods

Sampling identifies the average levels of contaminants in the waste being assessed. While the following is provided as a guide, it is not possible to recommend sampling methods for all waste types. Appropriate sampling depends on how consistent any tested property is throughout a batch of waste. It is the waste generator's responsibility to ensure that the sampling and analytical methods used are appropriate for the contaminants they are testing for.

Where the property being tested for is highly consistent throughout the waste, sampling is relatively straightforward and useful guidance can be found in the following Australian Standards:

- AS 1199.0–2003: *Sampling Procedures for Inspection by Attributes – Introduction to the ISO2859 Attribute Sampling System* (Standards Australia 2003)
- AS 1141.3.1–2012: *Methods for sampling and testing aggregates – Sampling – Aggregates* (Standards Australia 2012a) is useful for sampling wastes such as aggregates, foundry sand, furnace slag or mining waste.

It is more difficult to accurately sample waste that consists of many different types of waste materials or has chemical contaminants that are not distributed evenly throughout the batch. In such situations, keeping different waste types separate, or separating portions of waste that contain high levels of contaminants from the rest, can be of great benefit.

If unsure of the appropriate sampling or analytical methods for a particular waste, waste generators are strongly encouraged to seek expert help, either from a laboratory that specialises in waste analysis or an appropriately qualified person specialising in such waste management issues, or both. Since most incorrect chemical assessments of waste are due to poor sampling, it is essential that the sampling regime and analytical method used ensure the results are representative of all components and their variability in the waste.

Test methods for determining SCC and TCLP

The reference test methods for determining both the SCC and TCLP values are as described in the United States Environmental Protection Agency's *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (USEPA 2007) and Updates I, II, IIIA, IIIB, IVA and IVB, available at www.epa.gov/epaoswer/hazwaste/test/sw846.htm.

The following procedures for leachate preparation are recommended:

- AS 4439.1–1999: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Preliminary Assessment* (Standards Australia 1999)
- AS 4439.3–1997: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Bottle Leaching Procedure* (Standards Australia 1997a)
- AS 4439.2–1997: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Zero Headspace Procedure* (Standards Australia 1997b).

The standard pH for the leaching solutions used must be either 4.93 ± 0.05 if the pH of the waste sample is less than 5.0, or 2.88 ± 0.05 if the pH of the waste sample is greater than 5.0.

To determine the pH of the waste sample, use the test method specified in Clause 7.5 (Selection of Leaching Fluid) of AS 4439.3–1997 (Standards Australia 1997a).

In some instances the EPA may permit the use of leachates with a pH different from those specified above. EPA authorisation to use an alternative must be sought in writing and will only be provided with adequate justification for the proposed variation. An example might be the testing of a non-putrescible waste for disposal into a monofill or monocell which it can be

shown will not be penetrated by acidic leachate or groundwater. For further assistance, contact the EPA's Waste and Resource Recovery Branch.

Precision in chemical analyses

It is important that the test methods and instruments used in analysing a waste are capable of measuring the concentration of each chemical contaminant with enough confidence to assure correct classification.

It is recommended that the upper limit of the combined confidence interval of sampling and analysis (at a probability of 95%) is used for comparison with the maximum values specified in Tables 1 and 2. This approach should give the assessor confidence that a correct classification has been made.

Who can do the chemical analysis and leaching tests?

Analytical laboratories accredited by the National Association of Testing Authorities (NATA) must be used to perform these analyses and tests. If accredited laboratories are not available locally, contact the EPA's Waste and Resource Recovery Branch for advice.

Frequency of testing

There may be situations in which frequent testing of the waste for an initial period establishes that the characteristics of the waste are consistent enough to give the waste generator confidence to reduce the frequency of testing.

On the other hand, some waste streams may show such large variations in properties that every load of waste would need to be tested before classification.

It is the responsibility of the waste generator to ensure that frequency of testing provides representative samples for all contaminants in that waste.

Appendix 2: Triple-rinsing procedure for cleaning containers

Containers, having previously contained a substance of Class 1, 3, 4, 5 or 8 within the meaning of the *Transport of Dangerous Goods Code*, or a substance to which Division 6.1 of the *Transport of Dangerous Goods Code* applies, from which residues have not been removed by washing or vacuuming, are pre-classified as hazardous waste.

The triple rinsing procedure outlined below is for effective washing of empty chemical containers in an effort to change the waste classification of such containers from hazardous waste to general solid waste (non-putrescible). Rinsing must be done immediately after emptying the container, as residues on the walls are more difficult to remove when dry. It is acceptable to use other rinsing treatments, such as pressure rinsing, integrated rinsing or vacuuming, if the results achieved are equal to or better than those from the triple-rinse procedure.

Triple-rinsing (a three-stage rinsing process)

1. Empty the contents into the spray tank and allow the container to drain for an extra 30 seconds after the flow reduces to drops.
2. Fill the container with clean water to between 20% and 25% of its capacity and replace the cap securely.
3. Shake, rotate, roll or invert the container vigorously for at least 30 seconds, so that the rinse reaches all inside surfaces.
4. Empty the rinsate from the container into the spray tank. Let it drain for an extra 30 seconds after the flow reduces to drops.
5. Repeat until the container has been rinsed three times.

Follow these procedures after rinsing the container

After rinsing the container, check the container thread and outside of the container and, if contaminated, rinse with a hose into the spray tank. Rinse the cap separately in a bucket of water and empty the rinsate into the spray tank.

To ensure that it is fully drained, puncture the container from the inside, for example using a crowbar through the container opening. Allow the container to dry completely and store it in a dry place awaiting disposal.

References

- DiMarco, P and Buckett, KJ 1996, 'Beryllium' in A Langley, B Markey and H Hill (eds), *The Health Risk Assessment and Management of Contaminated Sites, Proceedings of the Third National Workshop on the Health Risk Assessment and Management of Contaminated Sites, Contaminated Sites Monograph Series No. 5*, South Australian Health Commission, Adelaide.
- EPA 1998, *Draft Environmental Guidelines for Industrial Waste Landfilling*, NSW Environment Protection Authority, Sydney.
- EPA 2000, *Environmental Guidelines: Use and Disposal of Biosolids Products*, NSW Environment Protection Authority, Sydney.
- National Transport Commission 2014, *Australian Code for the Transport of Dangerous Goods by Road and Rail*, Edition 7.3, National Transport Commission, Melbourne.
- NHMRC 2011, *Australian Drinking Water Guidelines (2011) – Version 2.0 updated December 2013*, National Health and Medical Research Council, Canberra.
- Standards Australia 1997a, AS 4439.3–1997: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Bottle Leaching Procedure*, Standards Australia, Sydney.
- Standards Australia 1997b, AS 4439.2–1997: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Zero Headspace Procedure*, Standards Australia, Sydney.
- Standards Australia 1999, AS 4439.1–1999: *Wastes, Sediments and Contaminated Soils – Preparation of Leachates, Preliminary Assessment*, Standards Australia, Sydney.
- Standards Australia 2003, AS 1199.0–2003: *Sampling Procedures for Inspection by Attributes – Introduction to the ISO2859 Attribute Sampling System*, Standards Australia, Sydney.
- Standards Australia 2012a, AS 1141.3.1–2012: *Methods for sampling and testing aggregates – Sampling – Aggregates*, Standards Australia, Sydney.
- USEPA 1993, *Land Disposal Restrictions for Newly Identified and Listed Hazardous Wastes and Hazardous Soil*, United States Environmental Protection Agency, Federal Register, Vol. 58, No. 176, 48103–48106, Washington DC.
- USEPA 2000, *USEPA Analytical Method 1664A: n-Hexane Extractable Material (HEM; Oil and Grease) and Silica Gel Treated n-Hexane Extractable Material (SGT-HEM; Non-polar Material) by Extraction and Gravimetry*, Revision A, United States Environmental Protection Agency, Washington DC.
- USEPA 2007, *Test Methods for Evaluating Solid Waste: Physical/Chemical Methods, SW-846*, Revision 6, 1986 and Updates I, II, IIA, IIB, III, IIIA, IIIB, IVA and IVB, Office of Solid Waste and Emergency Response, United States Environmental Protection Agency, available at www.epa.gov/epaoswer/hazwaste/test/sw846.htm.
- USEPA 2012a, *Hazardous Waste: Identification and Listing – Proposed Rule*, United States Environmental Protection Agency, Federal Register, Vol. 60, No. 245, 66445, Washington DC.
- USEPA 2012b, *Hazardous Waste Management System: Identification and Listing of Hazardous Waste – Toxicity Characteristics Revisions*, Final Rule, United States Environmental Protection Agency, Federal Register, Vol. 55, No. 61, Washington DC.
- WHO 2011, *Guidelines for Drinking Water Quality*, 4th Edition, World Health Organisation, Geneva.

Annexure O – Commencement of Works Document Checklist

Works Portion Commencement Work Sheet

Works Portion Name

Planning Approval: [] REF: []

Builder: Lend Lease Building Pty Limited ACN 000 098 162 (formerly known as Lend Lease Project Management & Construction (Australia) Pty Limited)

1. Proposed Building Contract:

- ☐ Complies with requirements of the PDA – detailed cross reference schedule in Schedule 1
- ☐ Complies with NSW Code
- ☐ Contains appropriate non assignment provisions – see clauses 23.1 and 61.2
- ☐ Builder Quality Assurance Certified ISO 9000 – see clause 30.2
- ☐ Includes Barangaroo Works
- ☐ Includes Remediation Works

2. Approval of Building Contract:

- ☐ General terms and Conditions marked up against:
 - o Commercial template –
 - o Residential template – Not applicable
 - o Public Domain template – Not applicable
- ☐ Summary of changes provided
- ☐ Authority approval of documentation provided by Lend Lease:
 - o General Terms and Conditions
 - o Annexure Part A - Contract Particulars
 - o Annexure Part B – Principal's Project Requirements
 - o Annexure Part C – Scope
 - o Annexure Part D – Provisional Sums
 - o Annexure Part E – Contractor's Program
 - o Annexure Part F – Variation Valuation Principles
 - o Annexure Part G – Independent Certifier Deed
 - o Annexure Part H – Moral Rights Consent Letter
 - o Annexure Part I – Warranties Schedule
 - o Annexure Part J – Climate Positive Obligations
 - o Annexure Part K – Construction Zone Licence
 - o Annexure Part L – Deed of Novation
 - o Annexure Part M – PWC Obligations
 - o Annexure Part N – Agreed Variations
 - o Annexure Part O – Builder's Deed Poll

3. For Public Domain Building Contracts

- ☐ Draft Detailed Design included in Annexure Part B
- ☐ Draft Performance Specification included in Annexure Part C
- ☐ Developer's Statement submitted including:
 - o Developer Cost Estimate
 - o Schedule 6 tracking sheet
 - o Explanation for any difference and balance of the Reserve
 - o QS Certificate attached
 - o Project Director Certificate attached

4. Evidence of Insurance:

- ☐ Contract works certificate of currency
- ☐ Public liability \$100m certificate of currency
- ☐ Professional indemnity certificates of currency
- ☐ Workers compensation certificate of currency
- ☐ Certificate provided from Lend Lease Insurance Broker that insurances comply with the PDA
- ☐ Authority reasonably satisfied with evidence of insurance provided

5. Builder's Side Deed:

- ☐ Required for Barangaroo Works
- ☐ Required for Other Remediation Works and Other Remaining Remediation Works
- ☐ Changes proposed to form of Builder's Side Deed
- ☐ Reasons for proposed changes submitted
- ☐ Authority approval of form of Builders Side Deed

Executed Builder's Side Deed provided to the Authority:

6. Authority approval to execute Building Contract

- ☐ Authority approval to execute Building Contract:

Lend Lease Project Director certifies that the executed Building Contract has been prepared strictly in accordance with the sections approved on the dates specified above.

.....
David Andrew Wilson

7. Builder's Deed Poll for Novation

Builder's Deed Poll for Novation:

- ☐ Agreed template – provided by Lend Lease
- ☐ Executed Builder's Deed Poll provided to the Authority

Builder's Deed Poll Executed by: ☐ By APK:
☐ By Lend Lease:
☐ By the Authority:

8. Appointment of Independent Certifier:

- ☐ Altus Page Kirkland proposed
- ☐ Alternate certifier firm proposed
- ☐ Proposed Key Individual details submitted to the Authority
- ☐ Alternate Key Individual also required
- ☐ Changes proposed to form of Independent Certifier Deed
- ☐ Reasons for proposed changes submitted
- ☐ Authority approval of form of Independent Certifier Deed and Key Personnel

Independent Certifier Deed executed: ☐ By APK: completed
☐ By Lend Lease: completed
☐ By the Authority: [to be completed]

9. OH&S Plan
<input type="checkbox"/> OH&S Plan provided

10. Construction Zone Licence:
<input type="checkbox"/> No proposed changes to template licence <input type="checkbox"/> Proposed changes to licence marked up and agreed – Not applicable <input type="checkbox"/> Draft licensed area plan submitted <input type="checkbox"/> Draft licensed area plan approved <input type="checkbox"/> Bank guarantee status Date of grant of licence: [to be confirmed]

11. Copies of relevant Approvals provided:
<input type="checkbox"/> Planning approval with no Authority Unacceptable Conditions <input type="checkbox"/> Modification 1 with no Authority Unacceptable Conditions <input type="checkbox"/> Modification 2 with no Authority Unacceptable Conditions <input type="checkbox"/> Construction Certificate(s)

12. NSW Code Compliance:
<input type="checkbox"/> Builder monthly compliance report submitted [to be confirmed]

13. Building Contract signed and provided to BDA:
<input type="checkbox"/> Copy of signed Building Contract provided

14. Clause 13.3 Requirements:
Authority satisfied with completion of clause 13.3 requirements: <div style="text-align: right;"> Authorised Representative </div>

15. Finalised Dates:
Agreed Commencement Date for Works Portion on site: [to be confirmed] Agreed Date of Substantial Commencement: [to be confirmed] Agreed Last Date for Practical Completion: [to be confirmed]

Annexure P – Statement of principles (Ongoing management – governance arrangement)

1. What is the Barangaroo Management Plan?

The Barangaroo Management Plan (**Plan**) will be a governance arrangement adopted by all of the key stakeholders for the ongoing management and operation of Stage 1 and its interface with surrounding areas (including Headland Park, parklands and Central Barangaroo). The Plan must be developed by the Authority and the Developer in accordance with this statement of principles.

Once the Plan is developed it may only be amended by a unanimous vote of BMC's board.

2. Who owns and controls what?

- (a) Barangaroo Management Company (**BMC**) will:
 - (i) manage, operate and be responsible for the public domain; and
 - (ii) administer the Plan.
- (b) BMC's shares will be held, as follows:
 - (i) 51% by Authority; and
 - (ii) 49% by the Developer and Tenants of Stage 1.
- (c) The items of infrastructure, being the central cooling plant and the re-cycled water treatment plant will be owned, controlled and managed by one or more companies (as determined by the Authority and the Developer, both acting reasonably) known as, Barangaroo Infrastructure Companies (**BICs**).
- (d) The Developer and the Tenants will want, in descending order of importance, 'control' over the following items of infrastructure:
 - (i) the central cooling plant;
 - (ii) the re-cycled water treatment plant; and
 - (iii) the photovoltaic electricity cells and the tri-generation facility,

it being acknowledged that the Authority will have a substantial interest in controlling the infrastructure referred to in paragraphs (iii) above to the extent that infrastructure services the Public Domain.

The 'control' will be that necessary to ensure the continuing investment grade quality of the Buildings being marketed or in which investments are made.
- (e) In making decisions, BMC Board must have regard to the Plan. Any decision which is inconsistent with the Plan, can only be made by a unanimous decision of the Authority, the Developer and such of the other shareholders who have a relevant interest in the subject matter of the decision being made.

3. The Authority's rights

- (a) Notwithstanding any other provision of the Plan, the Authority and BMC will have veto rights in respect of any decision of a BIC which proposes:
 - (i) changes to the principal business of the BIC;
 - (ii) proposals not consistent with the Plan;
 - (iii) services/systems major upgrades or replacements, it being recognised that any such replacement or upgrade must be economically viable; and
 - (iv) application of surplus revenue other than for the benefit of the Barangaroo Precinct as required by the Plan.
- (b) All stakeholders must agree that if the Authority exercises its rights under *paragraph 3(a)*, the decision will be deemed not to have been made by BMC's board or BICs' board, as the case may be.

4. What must the Plan provide for?

The Plan must provide for:

- (a) the process for establishment of BMC and the appointment of BMC's board;
- (b) each BIC to be established and their respective boards to be appointed;
- (c) the manner in which the climate positive initiatives in each of the leases interfaces with the climate positive initiatives of the Project as a whole;
- (d) the raising, collection and management of funds;
- (e) a first right of refusal for the Authority to take water for Headland Park and Central Barangaroo from the recycled water treatment plant (on a commercial basis). If the Authority does not accept such offer, then this first right of refusal must extend to the Tenant (ultimate owners) from time to time of developments within Central Barangaroo;
- (f) a process whereby surplus revenue of any BIC must be applied for the benefit of the Barangaroo Precinct; and
- (g) such other matters as agreed between the Authority and the Developer (both acting reasonably).

5. How will sustainability outcomes and social programs be managed?

- (a) As part of its development obligations under this deed, the Developer must appoint appropriate third parties to manage and monitor compliance with relevant sustainability initiatives. These third parties must also attend to all required reporting obligations, relating to sustainability outcomes and social programs.
- (b) The Developer must novate these agreements to BMC or a relevant BIC if so determined by BMC.
- (c) On expiry or termination of these agreements, BMC or the relevant BIC will enter into such replacement agreements as are determined by BMC Board and the relevant BIC Board.

6. Carbon

- (a) Every year, each Tenant must advise the BMC the amount of greenhouse emissions that has been generated in connection with its use of its Premises during the preceding year and provide a forecast of the amount to be generated for the following year.
- (b) Up to \$4.90 of the Estate Levy (both during and after the Project development period) will be allocated and used:
 - (i) firstly, to acquire and voluntarily retire such number of RECs or Carbon Offsets needed to achieve a carbon neutral outcome for the Barangaroo Precinct including (as provided for in the PDA) reimbursing the Developer for RECs acquired and retired for and on behalf of the Developer to meet this outcome; and
 - (ii) secondly, in respect of the residual (if any) remaining after the application of paragraph (b)(i), for purposes associated with achieving a carbon neutral or more sustainable outcome for the Barangaroo Precinct. resources.
- (c) To the extent that carbon emissions from energy and transport consumed within or associated with a Tenant's Premises for any year, exceeds the reasonable normalised benchmark for carbon emissions from energy and transport relevant to that Tenant (being the benchmark used to determine the number of RECs or Carbon Offsets to be acquired and retired during that year on that Tenants behalf) (**Excess Carbon**), then that Tenant must fund the acquisition and procure the Barangaroo Management Company to retire RECs equal to the Excess Carbon or acquire and voluntarily retire RECs equal to the Excess Carbon on its own account.
- (d) For the purposes of this paragraph:

Carbon Offsets means offsets purchased and retired to offset carbon dioxide equivalent greenhouse gas emissions generated from the consumption of energy, use of transport or management of waste that satisfy:

 - (i) the National Carbon Offset Standard published by the Australian Department of Climate Change and Energy Efficiency, or
 - (ii) the Gold Standard certified by the Gold Standard Foundation (registered as a non profit foundation under Swiss law).

7. What happens on assignment?

Incoming Tenants must sign a Deed Poll on taking an assignment of a Lease of Premises to ensure that they are bound to comply with the terms of the Plan. This Deed Poll will be for the benefit of all other stakeholders from time to time.

8. Amendment to Principles

Despite the preceding provisions of this Schedule the Developer and the Authority have agreed the following modifications to the Annexure P principles set out above:

- (a) the "Barangaroo Management Company" will be a committee in lieu of a company, the votes on which will be exercisable 51% by the Authority and 49% by the Developer and the Tenants of Stage 1;
- (b) the leases of the relevant central plant lots will be granted to designated co-owners rather than Barangaroo Infrastructure Companies; and

- (c) some of the matters contemplated to be dealt with in section 4 of Annexure P will now be dealt with in a building management statement.

Annexure P2 – Term Sheet BMS and Green Utilities

Words and expressions which are used in this Annexure and which are not defined in this Annexure but are otherwise defined in this deed, will have the meanings attributed to those expression in this deed

BARANGAROO SOUTH

TERM SHEET ISSUES - BMS AND GREEN UTILITIES

Note: This Term Sheet is based on the draft BMS received by Clayton Utz on 12 August 2014 and capitalised words and phrases in this term sheet have the same meaning as in that document.

The parties agree the following, and where relevant, the draft BMS, the BMP and all other relevant Project Documents must be updated to reflect the matters agreed below:

No.	Subject	Terms
1. A	Parties	<ul style="list-style-type: none">• Barangaroo Delivery Authority (BDA)• Lend Lease Millers Point Pty Limited (LLMP)• Living Utilities Pty Limited (Living Utilities)
1. B	Recitals	<ul style="list-style-type: none">• BDA and LLMP and LL have entered into a Project Development Agreement (PDA) for the development of Barangaroo South (Project)• Disputes and differences have arisen in relation to various matters covered by the PDA and in relation to the Project• The parties have agreed to settle the disputes and differences on terms which include the Building Management Statement (BMS) being redrafted to reflect the terms set out in this Term Sheet. A copy of the current draft BMS which is yet to be agreed by the parties and has no status, is attached to this Annexure P2.• It is intended that the terms of this Term Sheet will be incorporated into the final form of the BMS, BMP (as defined in Item 3) and any other related documents.
2. A	Warranties	LLMP and Living Utilities must provide the warranties contemplated in this term sheet and must enter into the Deed of Warranty set out in Item 16.
2. B	Consent of Commercial Owners	<p>The matters set out in this term sheet remain subject to the consent of the Commercial Owners of T2 and T3 (Commercial Owners). LLMP must use its best endeavours to obtain the consent of the Commercial Owners to this term sheet and provide written evidence of that consent to the BDA.</p> <p>Once this term sheet has been agreed as between LLMP and the BDA, and the Commercial Owners have consented to this term sheet, LLMP and the BDA must prepare and agree drafting variations to various documents relating to the Project as contemplated by this term sheet. Those drafting variations are subject to the approval of the Commercial Owners. LLMP must use its best endeavours to obtain the approval of the Commercial Owners to the drafting variations and provide written evidence of that approval to the BDA.</p>

No.	Subject	Terms
		<p>Subject to the Commercial Owners providing their consent to the amendments referred to in this term sheet being made to the BMS, BMP and related Supply Agreements, LLMP must warrant that the Commercial Owners of T2 and T3 have consented to the amendments referred to in this term sheet being made to the BMS, BMP and related Supply Agreements. This warranty to be included in Deed of Warranty referred to in Item 16.</p> <p>LLMP acknowledges and agrees that the BDA will be unable to agree the BMS or the BMP until it has received the written consent of the Commercial Owners and their financiers to the amendments contemplated by this term sheet.</p> <p>Despite the above, the BDA may, in its discretion, agree to the BMS and/or the BMP subject to the condition that LLMP obtains the written consent of Commercial Owners and their financiers to the amendments contemplated by this term sheet.</p>
2. C	Compliance with Strata Schemes Management Act 1996	<ul style="list-style-type: none"> To ensure that the Supply Agreements between the owners corporations and the Suppliers will not breach section 113 of the Strata Schemes Management Act, by causing the owners corporations to incur debts during the initial period, the Supply Agreements with owners corporations will include a provision that restricts the Suppliers from issuing an invoice during the initial period. LLMP agrees to amend the by-laws applicable to strata schemes with Barangaroo South so that it is clear that clauses 25.3 and 25.5 dealing with special privileges by-laws for services are: <ul style="list-style-type: none"> put into a discrete by-law which specifically records it is a by-law under chapter 2 Part 5, Division 4 of the Strata Schemes Management Act; and applicable to all the green utilities provided under the Supply Agreements that are consumed by owners/occupiers and which the owners corporation on-charges to the owners/occupiers on a pass-through basis. If the law in relation to the application of section 113 of the Strata Schemes Management Act changes prior to the date of the creation of a strata scheme which is serviced by the green utilities, the parties will act reasonably to negotiate in good faith to agree amendments to the special privileges by-laws referred to above to ensure compliance with that section.
3.	Structure	<ul style="list-style-type: none"> The BDA will grant 99 year leases to the owners of the three major commercial Buildings in respect of the lots containing the Green Utilities plant and equipment (the Co-Owners), being the CCW Lot, the RW Lot and the EN Lot (together the GU Lots). As the third and final Co-owner will not be known when the GU Lots are first created, and the T2 and T3 Co-Owners will not be granted 99 year leases at the same time, it is proposed that: <ul style="list-style-type: none"> Lend Lease (Barangaroo South Co-owner) Pty Ltd and the T2 Commercial Building 'owner' will be the initial tenants of each of the GU Lots; and as each of Commercial Building T1 and T3 is leased to an 'owner' by way of a 99 year ground lease, Lend Lease (Barangaroo South Co-owner) Pty Ltd will

No.	Subject	Terms
		<p>transfer its proportionate interest in the GU Lot leases to each new owner.</p> <p>Once the final commercial Building is leased, the 99 year leases of the GU Lots will be held by the co-owners in proportionate shares (and Lend Lease (Barangaroo South Co-owner) Pty Ltd will not have any interest in the GU Lot leases).</p> <ul style="list-style-type: none"> Discussions have not yet been concluded with Crown in relation to whether it would also be a Co-owner under this structure. The Co-owners, will grant sub-leases to each of the Lend Lease operating companies for each green utility being: <ul style="list-style-type: none"> Lend Lease Chilled Water (Barangaroo South) Pty Ltd ACN 158 168 597 (CW Supplier); Lend Lease Recycled Water (Barangaroo South) Pty Ltd ACN 158 168 686 (RW Supplier); Lend Lease Embedded Network (Barangaroo South) Pty Ltd ACN 600 161 528 (EN Supplier); <p>(together, the Suppliers).</p> The Suppliers will enter into Supply Agreements with the Building owners (being the relevant Owners Corporations in the case of strata buildings) for the supply of: <ul style="list-style-type: none"> thermal energies (chilled water) - provided by CW Supplier; and recycled water - provided by the RW Supplier. The Supply Agreements will have an initial term of 50 years. The Building owners will enter into Customer Utility Connection Contracts for connection to the embedded network - provided by the EN Supplier. Individual strata lot owners 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. LLMP confirms there are no services where individual residents will be required to enter into supply contracts with any Suppliers.
2.	Consistency and Equity	<p>The BMS (and the Supply Agreements, leases and subleases which are referred to in the BMS) (GU Governance Structure) must:</p> <ul style="list-style-type: none"> (when read together) be consistent with: <ul style="list-style-type: none"> the PDA; the draft Barangaroo Management Plan (BMP) as attached to the letter from the BDA to LLMP dated 6 July 2012; and the letter from the BDA to LLMP dated 6 July 2012 attaching Annexure P (6 July Letter); and be finalised in consultation with the BDA in accordance with clause 26.14 of the PDA and this term sheet. <p>The GU Governance Structure must provide for an equitable supply of green utilities for all Members whose buildings have the same kind of use (for example, commercial or residential).</p>

No.	Subject	Terms
3. A	Terms of Supply Agreements	<p>The BMS is to have annexed to it a copy of the 3 standard residential Supply Agreements in respect of each green utility (and the Embedded Network connection agreement) as at the date of entry into the BMS (Standard Supply Agreement).</p> <p>The parties acknowledge and agree that attaching the standard form of residential Supply Agreement to the BMS is necessary in order to achieve transparency of the terms of supply and to encourage competitiveness in an otherwise captive market.</p> <p>The parties further acknowledge and agree that inclusion of the rates and charges for the supply of Green Utilities as at the commencement of the BMS alone is not sufficient to achieve this transparency as there are material terms regarding the standard of supply and other qualitative conditions which will relevantly impact upon the residential Owners Corporations and which are only disclosed through the Standard Supply Agreements being made available to all occupiers at Barangaroo South.</p>
5. B	Supply Rates	<p>The Standard Supply Agreements annexed to the BMS must specify the initial rates and charges payable (as at the commencement of the BMS) by residential Owners Corporations in connection with:</p> <ul style="list-style-type: none"> • use of wastewater treatment (being the regulated rate determined by IPART); • supply of recycled water (being the regulated rate determined by IPART); • supply of chilled water (representing the aggregate of: <ul style="list-style-type: none"> ○ the Chilled Water Capacity Charge; ○ the Chilled Water Maintenance Charge; ○ the Chilled Water Usage Charge; ○ the Chilled Water Capital Replacement Charge; and ○ such additional charges as referred to in clause 3 of Schedule 1); • use of the embedded network, including any network distribution charges, connection fees or other costs which may be imposed on a residential Owners Corporation by the operator of a distribution network (as determined by the Australian Energy Regulator); and • (to the extent provided by any Operator) the supply of electricity generated on site, whether from photovoltaic sources or otherwise (being the regulated rate determined by Australian Energy Regulator).
5. C	Change to Supply Rates due to change of law	<p>If new regulatory regimes are introduced which affect the any of the above rates or charges and those new regulatory regimes are mandatory, the change of law provisions of the relevant Supply Agreement apply which are as follows:</p> <p>Change of Law</p> <p>(a) If a Change of Law affects the Supplier's costs in respect of the goods, services or other things supplied or provided under or in connection with this Agreement or incurred by the Supplier to enable it to acquire or dispose of, or as a result of it acquiring of or disposing of, such goods or services or goods</p>

No.	Subject	Terms
		<p>or services of that type, including costs in respect of production, creation, performance, acquisition, supply or sale of such goods, services or other things; or leads to a change in the benefits gained by it from the activities described in clause 11(a)(1) <i>[of the Supply Agreement]</i> (except by operation of this clause), and the change in those amounts or that change in benefit is not to be reimbursed under any other provision of this Agreement, the Charges may be adjusted to reflect the impact on the Supplier of the change in those amounts or the change in benefit, as the case may be, attributable to the Change of Law.</p> <p>(b) Any variation to the Charges under this clause will be effective as and from the date of any Change of Law.</p> <p>The Supplier will:</p> <ul style="list-style-type: none"> • notify the Purchaser in writing of any variation to the Charges under clause 11(a) <i>[of the Supply Agreement]</i>, as soon as practicable after any variation takes effect under clause 11(b) <i>[of the Supply Agreement]</i>; and • use reasonable endeavours to provide the Purchaser with a description of the Change of Law. <p>To the extent that adoption of the new Change of Law regime is optional, the Supplier and the Purchaser will negotiate in good faith to determine an equitable method of implementing the new optional regime so that neither of those parties is adversely affected. If the matter cannot be resolved within 2 months after the Supplier and the Purchaser commence negotiations, either of those parties may refer the dispute to an independent expert (nominated in the event of dispute by the then current president of the Law Society of NSW) to determine an equitable method of implementing the new regime so that neither of those parties is adversely affected. It is noted that it is open to the expert to determine that there is no equitable method of implementing the new optional regime so that neither the Supplier and nor the Purchaser is adversely affected, and in that event the new optional regime will not be implemented. The decision of the expert will be final and binding.</p>
5. D	Increase to Supply Rates	<p>The initial residential escalation method for the rates and the review periods for the escalation of rates, fees and charges must be set out in the Standard Supply Agreements annexed to the BMS for the term of the supply agreements.</p> <p>The initial terms of supply are to be:</p> <ul style="list-style-type: none"> a) transparent across the Project and visible between residential Members (with the intention of ensuring competitive pricing despite the exclusivity of supply) whilst acknowledging that there will be differential pricing between a group of Members whose buildings have one kind of use and a group of Members whose buildings have a different kind of use; and b) 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

No.	Subject	Terms
		<p>Member A' is offered a bulk consumption discount, 'residential Member B' should also be entitled to the same offer).</p>
4.	Service Standards	<p>The Service Standards are to be specified in the Standard Supply Agreements annexed to the BMS and must be specified in the each Supply Agreement entered into with a residential Owners Corporation.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Any differences between the commercial and residential rights in each Supply Agreement (which are reflected in an obligation on the Commercial Members to spend money to ensure they comply with set supply returns) must not result in any lowering of performance standards from those set out in the standard residential Supply Agreement.</p> <p>LLMP warrants that the differences in supply terms between Members whose buildings are one class of use and the Members whose buildings are in another class of use will not result in a preference or disproportionate supply between the 2 Member groups except to the extent of the difference in the Service Standards set out in the Supply Agreements for each group of Members and the priority of supply order set out in the Standard Supply Agreements annexed to the BMS. This warranty is to be included in the Deed of Warranty referred to in Item 16.</p>
5.		<p>Clause 66(c)(ii) of the BMS is to be amended so that it does not apply to Residential Members, to the intent that each residential Owners Corporation and the residential occupants may install alternative air conditioning equipment.</p> <p>The BDA will have the right to veto such a decision of a residential Owners Corporation to install alternative equipment and may prevent the installation of alternative equipment, where the BDA considers it would be contrary to the sustainability aspirations of the Precinct.</p> <p>LLMP is to reduce the material obligation cure period in the residential Supply Agreement from 90 Business Days to 45 Business Days.</p>
6.	Load Shedding	<p>The BMS must set out the circumstances in which Load Shedding can be applied (such that supply may be temporarily disconnected, interrupted or reduced to specific Member groups) for the purpose of best meeting the Service Standards required for each of the Member groups in the order of priority, and at the</p>

No.	Subject	Terms
		<p>times of day, contemplated in clause 70 of the BMS.</p> <p>Circumstances in which Load Shedding can be applied may include:</p> <ul style="list-style-type: none"> • in the case of an "emergency" (meaning the actual, imminent or potential occurrence of an event which: in any way endangers or threatens to endanger the safety or health of any person; destroys or damages or threatens to destroy or damage any property; • a breakdown of equipment (except to the extent the Supplier has failed to comply with its obligations under the Supply Agreements 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 utility; • 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 particular utility); • in order to comply with the requirement of an Authority; or • in order to carry out repairs, maintenance and inspections subject to providing Members with reasonable notice. <p>Suppliers must use all reasonable endeavours to restore supply to the normal Service Standards as soon as possible having regard to the reason for the interruption to supply.</p> <p>LLMP is to amend the Supply Agreements to reflect the provisions set out above.</p>
7.	Veto Right	<p>Under the BMS, the BDA is to have a right of veto in relation to:</p> <ul style="list-style-type: none"> • any Resolution which is inconsistent with any Ground Lease granted by it; • any Resolution is inconsistent with the Barangaroo Stage 1 Project Development Agreement for so long as it remains on foot; • any Resolution which requires the BDA to contribute towards the cost of a Shared Facility or pay levies; • any Resolution during a Non GUS Period to use funds collected by the BMS Committee in respect of Green Utility Services (other than as required pursuant to a payment obligation to any Supplier, Service Contractor or other third party) in a manner which is not for the benefit of the Members as a whole; <p>The BMS Committee is not to have any right in determining how the BDA applies the Estate Levies.</p> <p>The BDA's veto rights set out above must not be subject to dispute resolution as currently provided in clause 4.8 of the BMS.</p> <p>The BDA is also to have a right of veto any Resolution to carry out major upgrades or replacements to a Green Utility Service which is inconsistent with the most recent Operation, Maintenance and Lifecycle Capital Replacement Report produced pursuant to clause 4.4 of the BMP, and when exercising that veto the BDA must provide reasons as to why it exercised that veto. If subsequently the BMS Committee so resolves by Ordinary</p>

No.	Subject	Terms
		Resolution, the matter may be referred for dispute resolution under clause 86 of the BMS.
8.	Step In Rights	<p>The Commercial Member rights are step in / step out, unless the step in continues for the period to exercise, and results in the exercise of the Call option.</p> <p>For so long as the Commercial Members have stepped in, they are obliged, when exercising their step in rights to rectify, to use reasonable endeavours to continue to supply Green Utility Services in accordance with the requirements of the Supply Agreements (subject to any interruption of service rights in the repair and unexpected maintenance provisions of the relevant Supply Agreements) and the BMS until such time as they step 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.</p>
9.	Call Option	<p>The BMS is to be amended so that the Committee's decision to exercise step-in rights under the BMS (which presupposes that the Commercial Owners have not exercised their call option under separate Security of Supply arrangements) may be authorised by an Ordinary Resolution following a Step In Event, rather than a Unanimous Resolution.</p> <p>Further, if that call option is exercised, no Residential Member will be required to pay any proportion of any costs incurred in the exercise of step-in rights under either clause 71 or clause 72, including capital expenditure on equipment.</p> <p>Currently under clause 72 of the draft BMS, after a Step-In Event has occurred, where the Major Commercial Owners have elected not to step-in rights or have not exercised their rights within the relevant time periods, the Members may step-in to remedy the Step-In Event. Step-In Event is currently defined to include the failure to provide the relevant Green Utility Service in accordance with the Principal Supply Agreement and the expiry of all cure periods. Principal Supply Agreement is defined to mean a Supply Agreement with a Major Commercial Owner. This provides no protection for the residential Owners that they can step-in when their Supply Agreements are not complied with. Accordingly, paragraph (a) of the definition Step-In Event is to be amended to delete the words "Principal" in the second line.</p> <p>The Committee must be entitled to exercise its step-in rights due to a failure to provide Green Utility Services in accordance with all Supply Agreements and not just the Supply Agreements for the Major Commercial Members as currently drafted.</p>
10.		

No.	Subject	Terms
		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
12.	Recycled Water - first right of refusal	<p>The RW Supplier must offer a first right of refusal to the BDA to take water produced by the Recycled Water Plant to satisfy the water demand actually required for the use and operation of Headland Park and Stage 2.</p> <p>The RW Supplier must make the offers to the BDA as follows:</p> <ul style="list-style-type: none"> • annually during the first 5 years after commencement of the BMS; and • thereafter, every 5 years for the supply of water produced by the Recycled Water Plant for fixed terms of 5 years. <p>Where the BDA has elected not to take up an offer of recycled water, then subject to the Supplier's obligation to make further offers to BDA as set out above, the Supplier must offer water to Tenants of developments in Stage 2 and will thereafter be free to proceed to enter into supply agreements with any other third parties.</p> <p>Recycled water must be offered to the BDA on the pricing rate determined by IPART (or where not determined by IPART, at the same rate offered to other Members with demonstrably comparable forecast supply requirements). The first right of refusal is to apply both where the Green Utilities are privately owned and operated by the Operators and where the Green Utilities have been converted to Shared Facilities.</p>
13.	Shared Facilities Table	<p>The parties are to negotiate the terms of the Shared Facilities Table in Schedule 1 of the draft BMS in good faith to ensure that there is an equitable apportionment of costs among the Members in terms of shared facility and methodology of apportionment. Land tax and Council rates are not to be included as costs of Shared Facilities.</p> <p>As previously discussed, a mechanism is to be included allowing for a review of costs and/or their apportionment on the motion of an owner from time to time. Provisions re dollars and review amounts or proportions, time cost, implementation of review findings are also to be included.</p>

No.	Subject	Terms
		[REDACTED]
17.	[REDACTED]	[REDACTED] [REDACTED]
18.	[REDACTED]	[REDACTED] [REDACTED]
19. A	[REDACTED]	[REDACTED] [REDACTED]
19. B	[REDACTED]	[REDACTED] [REDACTED]
20.	Drafting Matters	<p>There will be other drafting matters in relation to the BMS and the ground leases for the GU Lots which will need to be addressed. For example, the BMS and ground leases may need to be amended to contemplate the supply of Green Utilities beyond the Barangaroo Precinct if agreed by BDA. The parties will negotiate drafting changes acting reasonably and in good faith.</p> <p>LLMP to clarify what rights of support and easements are contemplated to be included within the BMS rather than in the s88B instrument</p>

No.	Subject	Terms
21.	Network connection and distribution charges	<p>Each of the Commercial Members and each of the residential Owners Corporations will enter into the network connection agreements to connect each building to the embedded network. As outlined in Item 3 of this term sheet, individual occupiers are not required to enter into network connection agreements (as supply of electricity is carried within the building's infrastructure which is separate to the embedded network).</p> <p>Currently Transgrid (as the transmission network owner) and Ausgrid (as the distribution network owner) have statutory rights to enforce the remittance of network charges collected on behalf of Transgrid and Ausgrid by retail power suppliers. Operators of private embedded networks do not have that right.</p>
22.		<p>Not less than once in every period of 12 months, the relevant operator of the embedded network must notify each of the Owners Corporations within Barangaroo South of:</p> <ul style="list-style-type: none"> • The names of the electricity retailers who have agreed to provide energy supply to the embedded network. This is to ensure that consumers are informed of their choices of retail suppliers available at Barangaroo South; and • The network charges which it imposes on retail power suppliers. This is to ensure transparency of pricing, and to enable consumers to evaluate the actual retail supply costs, and the component of costs arising from the embedded network. <p>Transparency of pricing, and proper disclosure of the participants in the retail electricity market at Barangaroo South is critical to enabling the Owners Corporations to call for competitive tenders for electricity supply (either for the common property, or the common property and the residential lots on a package basis).</p>
23.		<p>The embedded network Supplier must be responsible for negotiating terms regarding the recovery of network charges with the retailers who wish to sell electricity to end consumers via the embedded network. Consumers are not to be involved in such negotiations, or to make enquiries of electricity retailers regarding commercial arrangements reached with the Supplier in respect of the embedded network.</p>
24.		<p>The embedded network Supplier bears the responsibility for maintenance, operation and data collection in relation to the embedded network and must put in place any equipment and infrastructure which it requires to maintain and operate the embedded network.</p>
25.		<p>Unless the embedded network is converted to a Shared Facility, the Members will bear no responsibility for such matters and should not be required to contribute towards the cost of collecting data for the Supplier.</p>

No.	Subject	Terms
26.		The embedded network Supplier must not engage in any activities, impose any requirements or utilise any equipment which impacts on the privacy of residents without the express written consent of residents. The privacy and confidentiality of residents' and consumers' information is to be maintained to best practice standards.
27.		<p>To the extent that the embedded network Supplier wishes to gather any information or usage data attributable to an individual occupier at Barangaroo South, the embedded network Supplier must obtain all relevant authorisations and consents from all such occupiers to enable the Supplier to obtain that information relating to the supply of electricity.</p> <p>The Supplier must not gather any information or data which is attributable to an individual occupier unless that data is reasonably necessary or desirable in order to facilitate the safe and efficient operation of the embedded electricity network or the calculation of network charges.</p>
28.	Acquisition and Retirement of RECs	The BDA is not obliged to, and does not agree, to forward purchase RECs. The parties acknowledge that the BDA's agreed obligations in relation to the obligations of LLMP or Tenants to provide RECs to the BDA for surrender or to fund BDA's acquisition and surrender of RECs may be managed by another party (which must not be the BMC), on the BDA's behalf.

1. Purchaser must pay the Charges

1.1 What are the Charges?

- (a) The Charges are:
 - (i) the **Charges**; and
 - (ii) any other charge agreed in writing between the Supplier and the Purchaser for Services provided by the Supplier under this Agreement, including the charges detailed in clause 3 of this Schedule 1.
- (b) The Charges consist of the aggregate of the following:
 - (i) the **Chilled Water Usage Charges**;
 - (ii) the **Chilled Water Maintenance Charge**;
 - (iii) the **Chilled Water Capacity Charge**; and
 - (iv) the **Chilled Water Capital Replacement Charge**.
- (c) Residential Charges relate to charges in connection with the consumption at the Site Address of Chilled Water for cooling purposes and relevant capacity charges.
- (d) Clause 3 of this Schedule 1 contains the definitions which set out how the Charges, and their respective constituent components are calculated.
- (e) The Charges are exclusive of any GST or other relevant taxes that may be imposed from time to time.
- (f) If any rate set out in this Schedule 1 is subject to government regulation or approval (including by IPART) and the application of the relevant government regulation or approval results in the relevant rate being varied, then this Schedule must be applied as if it referred to the relevant rate as varied by the application of the relevant government regulation or approval.

1.2 Purchaser must pay estimated Charges

- (a) The Purchaser must pay instalments of the Charges as estimated and notified by the Supplier or the relevant energy provider to the Purchaser under clause 2 of this Schedule 1 in advance on the first day of the Supply Period and on the first Business Day of every month during the Supply Period.
- (b) The Supplier and the Purchaser must make any necessary adjustments between the estimated Charges paid by the Purchaser and the actual Charges payable by the Purchaser in accordance with clause 2 of this Schedule 1 at least once each year and upon the End Date.
- (c) The Supplier will estimate the Charges referred to in clause 2 of this Schedule 1 in accordance with any applicable Regulatory Requirements and the Charges may also be estimated by reference to prior billing history or any other criteria the Supplier reasonably considers is relevant in consultation with the Purchaser.

1.3 Purchaser to provide information

The Purchaser must provide the Supplier and the Retail Provider on demand with all information the Supplier or the Retail Provider reasonably requires the Purchaser to provide in order to assist the Supplier and the relevant energy provider to calculate the Charges (including online access to the Purchaser's Meters as may be required).

2. Estimates of Charges, statements and adjustments

- (a) At least one (1) month before the start of each Financial Year during the Supply Period and one month before the start of the Supply Period during the first year of this Agreement, the Supplier must notify the Purchaser of the Supplier's estimate in good faith of the Charges for that Financial Year or balance of that Financial Year.
- (b) Within three (3) months after the end of each Financial Year, the Supplier must give the Purchaser a statement of the actual Charges for the preceding Financial Year (**Preceding Year**) (**Annual Reconciliation Statement**). The Annual Reconciliation Statement must contain or indicate:
 - (i) the amount paid by the Purchaser by way of estimated Charges for Primary Energies consumed and other Services provided during the Preceding Year;
 - (ii) the amount of the Charges for Primary Energies consumed and other Services Provided for the Preceding Year, calculated in accordance with this Schedule 1; and
 - (iii) the balance of the Charges payable by the Purchaser (or any over payment to be credited or refunded to the Purchaser).
- (c) Unless the Supplier or the Purchaser gives the other notice detailing a numerical or other error in the Annual Reconciliation Statement within one (1) month of its service, then (subject to clause 2(d) of this Schedule 1) within twenty (20) Business Days after the Purchaser receives a statement under clause 2(b) of this Schedule 1:
 - (i) the Purchaser must pay the Supplier the balance (if any) of the Charges shown as payable by the Purchaser in the Annual Reconciliation Statement; or
 - (ii) the Supplier must credit the overpayment (if any) of the Charges to the Purchaser's account (or refund the overpayment if no other money is payable to the Supplier) as shown in the Annual Reconciliation Statement.
- (d) If the Supplier or the Purchaser gives notice under clause 2(c) of this Schedule 1, a further Annual Reconciliation Statement (complying with clause 2(b) of this Schedule 1) must be given. Clause 2(c) of this Schedule 1 applies to the further Annual Reconciliation Statement.

3. Defined terms and interpretation

3.1 Defined terms

In this Schedule 1 the following terms have the meanings set out below:

- (a) **Adjustment Factor (Electricity)** means the amount calculated as follows:

$$A = B/C$$

where:

A = the relevant Adjustment Factor (Electricity);

B = the Average Market Electricity Price for electricity (in \$/kWh(e)) for the relevant Financial Year or period in relation to which the relevant calculation is being made; and

C = \$0.137 per kWh(e).

- (b) **Average Market Electricity Price** means the amount calculated as follows with respect of the relevant Financial Year:

$$A = B + C + D + E + F + G$$

where:

A = the Average Market Electricity Price in respect of the relevant Financial Year;

B = 69% multiplied by the Loss Factor multiplied by the peak and shoulder retail electricity charge of \$0.0785 per kWh(e) for the Baseline Financial Year, such amount adjusted and compounded annually by the Retail Electricity Adjustment Factor for each Financial Year from the Baseline Financial Year to the relevant Financial Year;

C = 31% multiplied by the Loss Factor multiplied by the off peak retail electricity charge of \$0.0293 per kWh(e) for the Baseline Financial Year, such amount adjusted and compounded annually by the Retail Electricity Adjustment Factor for each Financial Year from the Baseline Financial Year to the relevant Financial Year;

D = 27% multiplied by the average Ausgrid EA310 peak network rate in \$/kWh(e) over the relevant Financial Year;

E = 42% multiplied by the average Ausgrid EA310 shoulder network rate in \$/kWh(e) over the relevant Financial Year;

F = 31% multiplied by the average Ausgrid EA310 off peak network rate in \$/kWh(e) over the relevant Financial Year; and

G = the average of each of the Other Industry Charges in \$/kWh(e) multiplied by the Loss Factor over the relevant Financial Year.

The percentages above reflect the projected kWh(e) utilisation during the relevant peak, shoulder and off-peak times for both retail and network charges. If actual utilisation percentages are different or the definitions of peak, shoulder and off-peak times used by Ausgrid change (from the definitions used by Ausgrid as at 1 July 2011), then the percentages and definitions of peak, shoulder and off-peak hours will be adjusted by the Supplier acting reasonably.

If Ausgrid ceases to exist then comparable published network rates used by other network providers (as selected

- (c) **Baseline Financial Year** means the Financial Year ending 30 June 2010.

- (d) **Capacity Charge** means a capacity charge in cents per day in the relevant billing period calculated using the published Ausgrid E310 daily capacity rate in cents/KVA for the relevant Financial Year applied to the maximum half hourly KVA power readings that occurred for the Base Building (including Base Building cooling) over

the TWELVE (12) months prior to an invoice being calculated during peak times which are from 2 pm to 8pm on working weekdays.

- (e) **Charges** has the meaning given in clause 1.1(a) of this Schedule 1.
- (f) **Chilled Water Capacity Charge** means the following, being the Chilled Water Capacity Charge for the relevant Financial Year payable by the Purchaser (calculated on a full year basis):
- (i) the amount calculated as follows at the Site Address in respect of all or part of the relevant Financial Year:
- $$A = B / C \times D$$
- where:
- A = Chilled Water Capacity Charge
- B = means the peak cooling demand measured in kW(r) at the Site Address in the relevant billing period;
- C = the Nominated COP; and
- D = the Capacity Charge
- (g) **Chilled Water Maintenance Charge** means the following, being the Chilled Water Maintenance Charge for the relevant Financial Year (calculated on a full year basis):
- (i) the amount calculated as follows at the Site Address in respect of all or part of the relevant Financial Year:
- $$A = B \times C$$
- where:
- A = means the Chilled Water Maintenance Charge in respect of all or part of the relevant Financial Year;
- B = \$0.110 per kWh(r) for the Baseline Financial Year, adjusted and compounded annually by the relevant CPI Adjustment Factor for each Financial Year from the Baseline Financial Year to the relevant Financial Year in respect of which this definition applies;
- C = the actual metered chilled water usage by the Site Address per square metre of the Net Area of the Site Address for the relevant Financial Year.
- (h) **Chilled Water Usage Charge** means (in respect of each Financial Year) the aggregate of the amount calculated as follows:
- $$A = (B1 \times C1) + (B2 \times C2)$$
- where:
- A = the Chilled Water Usage Charge payable by the Purchaser for the relevant Financial Year;
- B1 = the actual metered chilled water usage in kWh(r) by the Site Address (between the hours of 7am and 10pm on Business Days being the Peak and Shoulder Network Periods) for the relevant Financial Year;

- B2 = the actual metered chilled water usage in kWh(r) by the Site Address from (outside the hours referred to in the definition of B1, being the Off-Peak Network Period) for the relevant Financial Year;
- C1 = \$0.056 per kWh(r) for the Baseline Financial Year multiplied by the relevant Adjustment Factor (Electricity); and
- C2 = \$0.023 per kWh(r) for the Baseline Financial Year multiplied by the relevant Adjustment Factor (Electricity).

(i) **Chilled Water Capital Replacement Charge** means the following, being the Chilled Water Capital Replacement Charge for the relevant Financial Year (calculated on a full year basis):

- (i) the amount calculated as follows at the Site Address in respect of all or part of the relevant Financial Year:

$$A = B \times C$$

where:

- A = means the Chilled Water Capital Replacement Charge in respect of all or part of the relevant Financial Year;
- B = \$0.068 per kWh(r) for the Baseline Financial Year, adjusted and compounded annually by the relevant CPI Adjustment Factor for each Financial Year from the Baseline Financial Year to the relevant Financial Year in respect of which this definition applies;
- C = the actual metered chilled water usage by the Site Address per square metre of the Net Area of the Site Address for the relevant Financial Year.

(j) **CPI Adjustment Factor** means the greater of 1 and the amount calculated as follows in respect of the relevant Financial Year:

$$A = B/C$$

where:

- A = the CPI Adjustment Factor for the relevant Financial Year;
- B = the Consumer Price Index (All Groups) for Sydney last published prior to the beginning of the relevant Financial Year;
- C = the Consumer Price Index (All Groups) for Sydney last published prior to the beginning of the previous Financial Year.

The Consumer Price Index (All Groups) for Sydney last published immediately prior to the beginning of the Baseline Financial Year is 165.6.

If the Consumer Price Index (All Groups) ceases to be published for Sydney, the parties must agree on a replacement index.

(k) **Financial Year** has the meaning given in clause 35 of this Agreement.

(l) **IPART** means the Independent Pricing and Regulatory Tribunal of New South Wales, or such other body as replaces it from time to time.

- (m) **National Electricity Rules** means the rules made under the National Electricity Law, being Schedule to the National Electricity (South Australia) Act 1996 (SA) as implemented in New South Wales, as amended from time to time.
- (n) **Network Periods**
- Definitions of peak, shoulder and off-peak times are as defined by Ausgrid. If the definition used by Ausgrid change (from the definitions used by Ausgrid as at 1 July 2011), then definitions of peak, shoulder and off-peak hours will be adjusted by the Supplier acting reasonably.
- If Ausgrid ceases to exist then comparable published network periods used by other network providers (as selected by the Supplier, acting reasonably) will be used for the purpose of this definition.
- (o) **Nominated COP** means 3.0 being the relevant coefficient of performance (COP) for the building use at the Site Address
- (p) **Other Industry Charges** means the rates expressed in \$/kWh(e) related to the following charges and fees: AEMO Charges, AEMO Pool Fees, Large Scale Renewable Energy Target administered by the Federal Office of Renewable Energy ("LRET"), New South Wales Greenhouse Gas Abatement Scheme Charge ("NGAC Charge"), New South Wales Energy Savings Scheme Charge ("NSW ESS"), Small Scale Renewable Energy Certificate Charge administered by the Federal Office of Renewable Energy ("SREC") and any other charges introduced from time to time by government or regulatory bodies.
- (q) **Retail Electricity Adjustment Factor** means the amount calculated as follows in respect of the relevant Financial Year:

$$A = B / C$$

where:

- A = the Retail Electricity Factor;
- B = the average of the Wholesale Electricity Price Index (WEPI) for New South Wales over the relevant Financial Year; and
- C = the average of the Wholesale Electricity Price Index (WEPI) for New South Wales over the previous Financial Year.

The average of the Wholesale Electricity Price Index (WEPI) for New South Wales over the Baseline Financial Year is 41.8694.

Should the WEPI cease to exist then the Retail Electricity Adjustment Factor will be the greater of 1 and such other adjustment factor selected by the Supplier as the Supplier believes (acting reasonably) will reflect annual increases in the retail component of electricity.

Should WEPI and the resulting Retail Electricity Adjustment Factor in the opinion of the Supplier and/or the Purchaser not reflect accurately the current retail component of the electricity charge in the Average Market Electricity Price then either party may seek a market review of electricity rates for supply to the Site Address by licensed retail suppliers and request a change in the Retail Electricity Adjustment Factor to reflect the then current market electricity rates for supply of electricity to the Site Address by licensed retail suppliers (the **Market Retail Rate**). If either party seeks a review of the Market Retail Rate under this paragraph, the parties must endeavour to agree the Market Retail Rate acting reasonably. If the parties do not agree the Market Retail Rate within TEN (10) Business Days then

either party may give notice to the other requiring the determination of the Market Retail Rate to be referred to the decision of a single expert acceptable to the parties (**Independent Expert**). If the parties do not agree on an Independent Expert within FIVE (5) Business Days of notice of the dispute, either party may request the President of the Institute of Arbitrators and Mediators, Australia (**IAMA**) to nominate an appropriate person to determine the Market Retail Rate. The person so nominated will be the Independent Expert for the purpose of this clause and will be deemed to be acceptable to the parties. The Independent Expert acts as an expert and not as an arbitrator and his or her determination will be final and binding on the parties except in the case of manifest error.

- (r) **WEPI** means the Wholesale Electricity Price Index provided by d-cypha Trade and developed in consultation with the Federal Department of Industry Tourism and Resources.

4. Overriding clause

- (a) Notwithstanding anything else set out in this Schedule 1:
 - (i) any reference to a charge in this Schedule which is based on or incorporates amounts payable as a result of electricity usage will be increased as reasonably required by the Supplier to include all retail, market, network and ancillary charges and any other additional charges that may be introduced into electricity prices from time to time, including but not limited to, any 'carbon tax' or other charge imposed with respect to carbon consumption; and
 - (ii) the Supplier may vary any charge referred to in this Schedule 1 to reflect any additional charges which may affect utility prices from time to time.
- (b) In this clause 4 of this Schedule 1, "charge" includes assessments, charges, costs, duties, expenses, fees, levies, rates, taxes and outgoings.

GU Governance Structure Clause extracts

These provisions are taken from the security of supply deed and the principal supply agreement for the Recycled Water.

Schedule 2 – Part 1

Assignment – Item 17, BMS and Green Utilities term sheet

Taken from the Security of Supply Deed:

13 Supplier's business, assignment and other dealings

13.1 Plant to be only business

The Supplier agrees that its only business shall be the ownership and operation of the Supplier's Infrastructure.

13.2 Prohibited dealings

The Supplier may only:

- (a) transfer or assign the Supplier's Infrastructure and the Sub-Lease in accordance with clause [13.3] ("Transfer conditions"); or
- (b) sublet or appoint a person to operate the Supplier's Infrastructure and the Sub-Lease in accordance with clause [13.4] ("Sublease conditions"),

but may not otherwise transfer, assign, sublet, license, part with possession or deal (except by reason of exercise of the Call Option) with the Supplier's Infrastructure or the Sub-Lease.

13.3 Transfer conditions

The Supplier may only transfer or assign the Supplier's Infrastructure and the Sub-Lease if, before it transfers or assigns:

- (a) it satisfies the Commercial Members (who must act reasonably) that the proposed new supplier is respectable and financially and operationally capable of complying with the Supplier's obligations under this deed and the Supply Agreements including by providing financial statements and capability statements; and
- (b) the Supplier and the proposed new supplier sign a deed relating to the transfer or assignment containing provisions required by the Commercial Members (who must act reasonably) including provisions under which:
 - (i) the Supplier releases the Commercial Member from its obligations under this deed arising before the transfer or assignment; and
 - (ii) the proposed new supplier agrees to comply with this deed and the Principal Supply Agreements as if it were the Supplier; and
- (c) any default by the Supplier has been remedied by the Supplier or waived by the Commercial Members; and

- (d) the Commercial Members have obtained any consents they have agreed to obtain which the Stakeholder must seek to obtain without reasonable delay.

13.4 Sublease conditions

The Supplier may only sublet or appoint a person to step into its place and operate the whole of the Supplier's Infrastructure if, before it does so:

- (a) it satisfies the Commercial Members (who must act reasonably and without unreasonable delay) that the proposed subtenant or supplier is respectable and financially sound with experience in and a good reputation for operating the Supplier's Infrastructure; and
- (b) the Supplier and the proposed subtenant or supplier sign a deed containing provisions required by the Commercial Members under which the proposed subtenant or supplier agrees not to do anything which:
 - (i) may result in the Supplier being in breach of this deed or a Supply Agreement; or
 - (ii) if done by the Supplier, would be a breach of this deed or a Supply Agreement; or
 - (iii) may result in the Supplier being liable to the Commercial Members under an indemnity given by the Supplier under this deed; and
- (c) any default by the Supplier has been remedied by the Supplier or waived by the Commercial Members;
- (d) the Supplier and the proposed subtenant or supplier comply with all the Commercial Members' reasonable requirements including in relation to payment of the Commercial Members' reasonable costs;
- (e) the Commercial Members have obtained any consents they have agreed to obtain which the Commercial Members must seek to obtain without unreasonable delay; and
- (f) the Supplier has complied with the terms of clause [13.5] ('Third Party Contractor Services') of the Principal Supply Agreement.

13.5 Commercial Members' response

The Commercial Members must notify the Supplier within 10 Business Days of its receipt of a request from the Supplier pursuant to clauses [13.3] or [13.4] whether the Commercial Members consent to the Supplier's request.

Schedule 2 – Part 2

Change in Control – Item 18, BMS and Green Utilities term sheet

Taken from the Security of Supply Deed:

13.6 Control of Supplier

If ownership or control of 50% or more of the issued capital of the Supplier or of the Supplier Holdco is obtained (directly or indirectly) by any person, other than by reason of:

- (a) a change in control of the shares in Lend Lease Corporation Limited; or
- (b) a Related Body Corporate of Lend Lease Corporation Limited acquiring the issued capital,

then the transaction under which the change of ownership or control has occurred is taken to be an assignment of the Supplier's Infrastructure and the Sub-Lease and clause [13.2(a)] and clause [13.3] (other than clause [13.3(b)]) apply as if (in the case of clause [13.3(a)]) the person acquiring ownership or control were the proposed new supplier. If the requirements of clause [13.3] (other than clause [13.3(b)]) are not satisfied in connection with that change in ownership or control, then the Stakeholder may exercise the Call Option.

Schedule 2 – Part 3

Security – Item 19, BMS and Green Utilities term sheet

Taken from the Principal Supply Agreement:

11 Security and Credit

11.1 Provision of Supplier Security

- (a) Subject to clause [11.5], the Supplier must provide the Purchaser, at the Supplier's expense, with the Supplier Security in the amount stated in [Item 13] of [Schedule 1] for the due and proper performance of this Agreement.
- (b) The Purchaser may keep the Supplier Security until the End Date.

Where:

- **Item 13 is a commercial dollar value.**
- ***The End Date is:***
'the date specified in Item 4 of Schedule 1 unless terminated earlier in accordance with this Agreement, in which case, the date this Agreement is terminated.'; and
- ***Item 4 of Schedule 1 is a date to be completed, being the fiftieth anniversary of the Commencement Date of the first Supply Agreement]***

11.2 Timing for lodgement

The Supplier must lodge the Supplier Security with the Purchaser prior to the Commencement Date.

11.3 Drawing on the Security

Provided the Purchaser has given 5 Business Days' notice to the Supplier of its intention to do so, the Purchaser may draw down on the Supplier Security to recover any amount which the Purchaser (acting in good faith) considers to be owing by the Supplier to the Purchaser. This does not limit the Purchaser's rights to recover those amounts in other ways.

11.4 Replacement Security

The Supplier agrees that if the Purchaser has recourse to the Supplier Security under this Agreement then the Supplier will, as soon as reasonably practicable, provide the Purchaser with a replacement security which complies with the requirements of this clause [11] and which is for such amount as will ensure that the Purchaser holds in aggregate the amount of security specified in [Item 13] of [Schedule 1].

11.5 Guarantee

If the Supplier is a Subsidiary of Lend Lease Corporation, the Supplier is not required to provide the Supplier Security if:

- (a) it has procured execution by the Supplier HoldCo ***[Lend Lease Development Pty Ltd (ABN 33 000 311 277)]*** and delivery to the Purchaser of a Guarantee prior to the Commencement Date; and
- (b) the Guarantee remains in full force and effect.

Barangaroo South - Building Management Statement Dated

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Barangaroo South – Building Management Statement

Contents

<u>Details</u>	<u>27</u>
<u>General terms</u>	<u>32</u>
<u>Part 1 Barangaroo South and the building management statement</u>	<u>32</u>
<u>1 What is a building management statement?</u>	<u>32</u>
1.1 Management of the building	32
1.2 Rights and obligations	32
1.3 Statutory regulation of building management statements	32
1.4 Statutory effect of a building management statement	32
1.5 Replication of section 196I	33
1.6 Waiver by Registrar-General from the requirements of the <i>Strata Schemes (Leasehold Development) Act 1986</i>	33
1.7 Definitions	34
<u>2 About Barangaroo South</u>	<u>34</u>
2.1 What are the different components in Barangaroo South?	34
2.2 Development in stages	34
2.3 Replacement management statements	34
2.4 Rights to construct and subdivide	34
2.5 Development Period	34
2.6 Effect of the Development Period on this management statement	35
2.7 The Developer may change the subdivision method in its discretion	35
<u>3 Barangaroo South management and operation</u>	<u>35</u>
3.1 Part building schemes	35
3.2 Management structure	36
3.3 Who assists the Committee?	36
3.4 Summary of management structure	36
<u>4 The Barangaroo Delivery Authority and Lot Owner's leasehold interests</u>	<u>37</u>
4.1 Barangaroo Delivery Authority and leasehold land	37
4.2 The Barangaroo Stage 1 Project Development Agreement	37
4.3 Leasehold interests	37
4.4 Stratum Lot leases	37
4.5 Common Property Leases	37
4.6 Strata Lot leases	38
4.7 Empowerment of Lot Owners by Barangaroo Delivery Authority	38
4.8 Barangaroo Delivery Authority Reserve Powers	38
4.9 Role of Barangaroo Delivery Authority as a Member	40
4.10 Inconsistencies with this management statement	40

5	How does this management statement work?	40
5.1	How is this management statement set out?	40
5.2	What is the effect of this management statement?	41
5.3	How to amend this management statement	41
6	Who must comply with this management statement?	41
6.1	General obligations	41
6.2	Obligations for Occupiers	41
6.3	Occupiers may exercise rights	42
6.4	Obligations for others	42
6.5	Obligations for visitors	42
6.6	By-laws for Strata Schemes	42
Part 2	The Committee's rights and obligations	43
7	The Committee	43
7.1	Establishing the Committee	43
7.2	Members of the Committee	43
7.3	Members of the Committee upon registration of this Management Statement	43
8	Rights and obligations	43
8.1	What are they?	43
8.2	Obligations under the Development Consent	44
8.3	How to make decisions	44
8.4	Power to contract and make appointments	44
8.5	Making Rules	45
8.6	Effect of Rules	45
8.7	Complying with Rules	45
8.8	Inconsistencies	45
9	Officers of the Committee	45
9.1	What Officers must the Committee appoint?	45
9.2	Eligibility for election	45
9.3	Appointment of Officers	46
9.4	Vacating the position of an Officer	46
10	Functions of Officers	46
10.1	Exercising functions	46
10.2	The Secretary	46
10.3	The Treasurer	47
10.4	The Chairperson	47
11	Appointing a Manager	47
11.1	Purpose of the appointment	47
11.2	Qualifications of the Manager	47
11.3	Delegation of functions	47
11.4	What functions may not be delegated?	47
11.5	Form of agreement	48
11.6	Term of the appointment	48
11.7	Remuneration	48
11.8	Duties of the Manager	48

12	Appointing a Facilities Manager	48
12.1	Purpose of the appointment	48
12.2	Form of agreement	48
12.3	Term of the appointment	49
12.4	Remuneration	49
12.5	Facilities Management Areas	49
12.6	Duties of the Facilities Manager	49
12.7	Act as agent	49
13	Insurance requirements	50
13.1	Statutory and other required insurance	50
13.2	Insurers	50
13.3	Optional insurances	50
13.4	Proceeds of building insurance claims	50
13.5	Members may obtain separate insurance	50
13.6	Valuations	51
13.7	When to carry out the first valuation	51
13.8	Building sum insured	51
13.9	Regular review of insurances	52
13.10	Insuring for new risks	52
13.11	Insurance records	52
13.12	Other insurance	52
14	Keeping records	52
14.1	Obligations of the Committee	52
14.2	Which records must the Committee keep?	52
14.3	How long are records kept?	53
15	Inspecting the Committee's records	53
15.1	Who is entitled to inspect the records?	53
15.2	What is the procedure?	53
15.3	Time for the inspection	53
15.4	Taking copies of records	53
16	Providing Outstanding Levy Certificates	53
16.1	Who may apply for a certificate?	53
16.2	Procedure to obtain a certificate	53
16.3	Information to be included in a certificate	54
16.4	When must the certificate be given?	54
16.5	Certificate is evidence of matters in it	54
17	Committee's power to gain access to Shared Facilities	54
17.1	General requirement	54
17.2	What are the powers of the Committee?	54
17.3	Access requirements	55
17.4	Notice requirements	55
17.5	Paying costs	55
17.6	Rectifying damage	55
17.7	Sole user	55
17.8	References to the Committee	55
18	Committee's power to do work in an emergency	55
18.1	Committee may do anything	55

18.2	Entering parts of Barangaroo South	55
18.3	What are your obligations?	55
18.4	Damages	56
18.5	Sole user	56
18.6	References to the Committee	56
19	Committee's power to act on behalf of the Members	56
19.1	Acting as agent	56
19.2	Appointment as agent and attorney	56
19.3	Legal proceedings by a Member	56
19.4	Barangaroo Delivery Authority	56
20	Consents by the Committee	56
20.1	How may consent be given?	56
20.2	Conditional consent	56
20.3	Revoking consent	57
	Part 3 Rights and obligations of Members, Owners and Occupiers	58
21	What are the rights and obligations of Members?	58
21.1	General obligations	58
21.2	Voting rights	58
21.3	Maintenance requirements	58
21.4	Nature of obligations	59
21.5	Upgrading and redevelopment	59
21.6	Damages	59
22	Appointing a Representative and a Substitute Representative	59
22.1	Appointments generally	59
22.2	Eligibility for appointment	59
22.3	Appointment Form	59
22.4	When does an appointment become effective?	60
22.5	Proxies	60
22.6	Acts by Representatives and Substitute Representatives	60
23	Procedures when you become a Member or change your contact details	60
23.1	New Stratum Lots and Purchase of Ground Lease	60
23.2	Leasing a Stratum Lot	60
23.3	New Owners Corporations	60
23.4	Changing parties to Service Contracts	60
23.5	Obligations of Members	61
23.6	Changing your contact details	61
24	Limitations that apply to Barangaroo Delivery Authority and obligations under leases	61
24.1	Statutory discretion	61
24.2	Application of management statement	61
24.3	Financial contributions as Barangaroo Innovation Centre Owner	62
24.4	Not required to be party to contracts	62
24.5	No liability under agreements	62
24.6	Consents under leases	63
24.7	Acting as agent	63
24.8	Amending this clause	63

25	<u>What are the obligations of Owners and Occupiers?</u>	<u>63</u>
26	<u>Obligations of Owners relating to maintenance, repair and structural adequacy</u>	<u>63</u>
26.1	<u>Owner responsible for own Lot</u>	<u>63</u>
26.2	<u>Failure of Owner to carry out its obligations</u>	<u>64</u>
26.3	<u>What are your obligations?</u>	<u>64</u>
27	<u>Obligations relating to upgrading and redevelopment</u>	<u>64</u>
27.1	<u>Members' acknowledgment</u>	<u>64</u>
27.2	<u>Members' rights</u>	<u>65</u>
27.3	<u>Members to meet</u>	<u>65</u>
27.4	<u>Plan preparation</u>	<u>65</u>
27.5	<u>Consideration of plan</u>	<u>65</u>
27.6	<u>Effecting works</u>	<u>65</u>
27.7	<u>Strata Subdivision</u>	<u>65</u>
28	<u>Additional obligations for Owners Corporations</u>	<u>65</u>
28.1	<u>Notices of meetings</u>	<u>65</u>
28.2	<u>Attendance at meetings</u>	<u>66</u>
28.3	<u>By-laws</u>	<u>66</u>
29	<u>Carrying out works</u>	<u>66</u>
29.1	<u>Effect of this clause</u>	<u>66</u>
29.2	<u>What are your rights?</u>	<u>66</u>
29.3	<u>Works affecting Shared Facilities</u>	<u>66</u>
29.4	<u>Consenting to applications</u>	<u>66</u>
29.5	<u>Developer's rights</u>	<u>66</u>
30	<u>Rights of access</u>	<u>67</u>
30.1	<u>Effects of this clause</u>	<u>67</u>
30.2	<u>General requirement</u>	<u>67</u>
30.3	<u>Access in an emergency</u>	<u>67</u>
30.4	<u>Access to Shared Facilities by the Committee</u>	<u>67</u>
30.5	<u>Access to Shared Facilities by Members, Owners and Occupiers</u>	<u>67</u>
30.6	<u>Paying costs</u>	<u>67</u>
30.7	<u>Rectifying damage</u>	<u>67</u>
30.8	<u>Developer's rights</u>	<u>68</u>
31	<u>Obligations for insurance</u>	<u>68</u>
31.1	<u>Actions that may increase premiums</u>	<u>68</u>
31.2	<u>Paying for additional premiums</u>	<u>68</u>
31.3	<u>Proceeds of building insurance claims</u>	<u>68</u>
32	<u>Fire safety and protection</u>	<u>68</u>
32.1	<u>What are your obligations?</u>	<u>68</u>
32.2	<u>Keeping flammable materials</u>	<u>68</u>
32.3	<u>Restrictions about fire safety</u>	<u>68</u>
33	<u>Step In Rights – Commercial Owner</u>	<u>69</u>
33.1	<u>Step In Rights</u>	<u>69</u>
33.2	<u>Cost recovery</u>	<u>69</u>

33.3	Access rights	69
Part 4 Meeting procedures and resolutions		70
34	Meetings of the Committee	70
34.1	Types of meetings	70
34.2	Meetings	70
34.3	Emergency Meetings	70
34.4	Who convenes meetings?	70
35	Notices and agendas for meetings	71
35.1	Information to be included in the notice	71
35.2	Agenda for a Meeting	71
35.3	No voting on matters not on the agenda	71
35.4	Agenda for an Emergency Meeting	71
35.5	Information to be included in the notice of a Meeting to consider levy contributions	71
36	How to give notice of a meeting	71
36.1	How much notice is required for a Meeting?	71
36.2	How to serve notice of a Meeting	72
36.3	Giving notice of an Emergency Meeting	72
36.4	How to serve notice of an Emergency Meeting	72
36.5	Notice of Meeting relating to a Unanimous Shared Facility Resolution	72
37	Procedures for holding meetings	73
37.1	Conducting a Meeting or Emergency Meeting	73
37.2	Quorum for a meeting	73
37.3	Failure to obtain a quorum	73
37.4	Notice of adjourned meetings	73
37.5	Quorums at adjourned meetings	73
37.6	Determining a quorum	74
37.7	Attendance at a Meeting	74
37.8	Special provisions for Meetings held in writing	74
37.9	How to cast a vote at an Emergency Meeting	74
37.10	Minutes of meetings	74
38	Voting rights of Members	74
38.1	Voting rights of Members	74
38.2	How many votes does each Member have?	74
38.4	Developer	76
38.5	Alterations to Voters on subdivision of a Stratum Lot	76
38.6	Restrictions on voting	76
38.7	Instructions by a Member	76
38.8	Instructions by an Owners Corporation	76
39	Appointing a proxy	76
39.1	Who may appoint a proxy?	76
39.2	Who may be a proxy?	77
39.3	How to appoint	77
39.4	Instructions about voting	77
39.5	Restrictions on voting	77

40	Ordinary Resolutions at Meetings and Emergency Meetings	77
40.1	Who may vote on an Ordinary Resolution?	77
40.2	When is an Ordinary Resolution passed?	77
40.3	Matters requiring Ordinary Resolutions	77
40.4	Ordinary Resolutions not to contravene any law	78
41	Special Resolutions at Meetings	78
41.1	Who may vote on a Special Resolution?	78
41.2	When is a Special Resolution passed?	78
41.3	Matters requiring Special Resolutions	78
41.4	Special Resolutions not to contravene any law	78
42	Unanimous Resolutions at Meetings	78
42.1	Who may vote on a Unanimous Resolution?	78
42.2	When is a Unanimous Resolution passed?	78
42.3	Matters requiring Unanimous Resolutions	78
42.4	Unanimous Resolutions not to contravene any law	79
43	Ordinary Shared Facility Resolutions at Meetings	79
43.1	Who may vote on an Ordinary Shared Facility Resolution?	79
43.2	When is an Ordinary Shared Facility Resolution passed?	79
43.3	Matters decided by Ordinary Shared Facility Resolution	79
43.4	Ordinary Shared Facility Resolutions not to contravene any law	79
44	Special Shared Facility Resolutions at Meetings	79
44.1	Who may vote on a Special Shared Facility Resolution?	79
44.2	When is a Special Shared Facility Resolution passed?	79
44.3	Matters decided by Special Shared Facility Resolution	80
44.4	Special Shared Facility Resolutions not to contravene any law	80
45	Unanimous Shared Facility Resolutions at Meetings	80
45.1	Who may vote on a Unanimous Shared Facility Resolution?	80
45.2	When is a Unanimous Shared Facility Resolution passed?	80
45.3	Matters decided by Unanimous Shared Facility Resolution	80
45.4	Unanimous Shared Facility Resolutions not to contravene any law	80
Part 5	Financial management	81
46	What funds must the Committee establish?	81
46.1	Administrative Fund	81
46.2	Sinking Fund	81
46.3	What money is paid into the Administrative Fund?	81
46.4	What money is paid into the Sinking Fund?	81
47	Financial Years	81
47.1	First Financial Year	81
47.2	Subsequent Financial Years	82
48	Preparing budgets	82
48.1	When to prepare budgets	82
48.3	What information must be included in a budget?	82
48.4	How much to budget	82

49	Determining contributions	82
49.1	Levying Members	82
49.2	What proportion of costs you must pay	83
49.3	Broken periods	83
49.4	Procedures for determining contributions	83
49.5	Determining the amount of contributions	83
49.6	Insufficient funds	83
49.7	Budget where there are insufficient funds	83
49.8	Determining contributions at an Emergency Meeting	83
49.9	Barangaroo Delivery Authority and Owners of Green Utility Lots	84
50	Preparing financial statements	84
50.1	Obligations of the Committee	84
50.3	Information to be included in a financial statement	84
51	Paying contributions	85
51.1	Notices of contributions	85
51.2	Raising funds in an emergency	85
51.3	Barangaroo Delivery Authority and Owners of Green Utility Lots	85
52	Banking money and interest on accounts	85
52.1	Establishing a bank account	85
52.2	Withdrawing money	86
52.3	Trust account	86
52.4	Interest bearing accounts	86
53	Late payments	86
53.1	Interest	86
53.2	Calculating interest	86
53.3	Certificates about interest rates	86
53.4	Recovering unpaid contributions	86
54	Dealing with surplus funds	86
54.1	Distributing surplus funds	86
54.2	Considerations	86
55	Paying contributions when there is a Dispute	87
55.1	What are your obligations?	87
55.2	Continuing payments	87
55.3	Your rights are not affected	87
Part 6	Shared Facilities	88
56	Overview of Shared Facilities	88
56.1	What are they?	88
56.2	What do Shared Facilities include?	88
56.3	How do I know if a facility or service is a Shared Facility?	88
56.4	Developer to provide Shared Facilities information to the Committee	89
56.5	Availability of Shared Facilities	89
56.6	Rights and obligations of the Committee	89
56.7	Shared Facilities and Stratum Lots	89

56.8	Who may use Shared Facilities?	89
56.9	When can you use Shared Facilities?	90
56.10	Easements	91
57	Changing and adding to Shared Facilities	91
57.1	Interpreting this clause	91
57.2	Motions in respect of Shared Facilities	91
57.3	Decisions regarding Shared Facilities – Unanimous Shared Facility Resolution	91
57.4	Decisions regarding Shared Facilities – Special Shared Facility Resolution	92
57.5	Decisions regarding Shared Facilities – Ordinary Shared Facility Resolution	92
57.6	Changing the apportionment of costs for Shared Facilities	92
57.7	Metering	93
57.8	Obligations of Members	94
57.9	Replacements or additions to Shared Facilities	94
57.10	Member Upgrades to Shared Facilities	94
57.11	Use of Member upgraded Shared Facilities	95
57.12	Member Substitution of Shared Facilities	95
57.13	Use of Member Substituted Shared Facilities	96
57.14	Use of Member installed Shared Facilities	96
58	Using approved contractors	97
58.1	Overview	97
58.2	Obligations of the Committee	97
58.3	Obligations of Members, Owners and Occupiers	97
59	Damage to Shared Facilities	97
59.1	What are your obligations?	97
59.2	No interference	97
60	Security control at Barangaroo South	98
60.1	An integrated security system	98
60.2	Restricting access to and monitoring parts of Barangaroo South	98
60.3	Provision of Security Keys	98
60.4	Charging fees for Security Keys	98
60.5	Your rights and obligations	98
60.6	Some prohibitions	99
60.7	Who owns Security Keys?	99
60.8	Managing the Security Key system	99
61	Carpark Accessway	99
61.1	Rights of the Committee	99
61.2	Complying with requirements	99
61.3	No parking on Carpark Accessway	100
62	Using the Loading Docks	100
62.1	Requirements for use	100
62.2	Reservations	100
63	Garbage storage and removal	100
63.1	Overview	100

63.2	<u>Requirements for retail and commercial garbage storage and removal</u>	100
63.3	<u>Barangaroo Innovation Centre</u>	101
63.4	<u>Some prohibitions and obligations</u>	101
64	<u>Bike storage</u>	101
Part 7	<u>Green Utilities</u>	102
65	<u>GUS Period</u>	102
66	<u>Right of Supply of Green Utilities</u>	102
67	<u>Security of Supply of Green Utilities</u>	103
68	<u>Green Utilities Suppliers</u>	103
69	<u>Staged Construction of Green Utilities</u>	103
70	<u>Load shedding and priority to apply</u>	104
71	<u>Exercise of Step-In-Rights</u>	105
71.1	<u>Introduction</u>	105
71.2	<u>Members Step-in Rights</u>	105
71.3	<u>Step-In</u>	105
71.4	<u>Purchaser Co-operation</u>	107
71.5	<u>Supplier Co-operation</u>	107
71.6	<u>Exercise of Step-In Rights will not affect other rights</u>	108
71.7	<u>Step-Out upon cure</u>	108
71.8	<u>Voluntary Step-Out</u>	108
71.9	<u>Step-In for more than 6 months triggers Call Option</u>	108
71.10	<u>Member's step-in subordinate to Major Commercial Owners</u>	108
72	<u>Call Option</u>	109
72.1	<u>Introduction</u>	109
72.2	<u>Call Option</u>	109
72.3	<u>Member's Call Option subordinate to Major Commercial Owners</u>	110
73	<u>Capital Improvements to Green Utilities</u>	110
73.1	<u>Introduction</u>	110
73.2	<u>Capital Improvement Rights</u>	110
73.3	<u>Notice of Intention to carry out Capital Improvements</u>	110
73.4	<u>Committee Capital Improvement Plan Request</u>	112
73.5	<u>Capital Improvement Plan Development</u>	112
73.6	<u>Capital Improvement Acceptance Notice</u>	114
73.7	<u>Amendment Notice</u>	114
73.8	<u>Capital Improvement Activation Notice</u>	115
73.9	<u>Commencing construction of the Capital Improvement</u>	115
73.10	<u>Re-determination of supply charges</u>	116
73.11	<u>Cost reimbursement</u>	117
73.12	<u>Capital Improvement risks</u>	117
73.13	<u>Supplier Initiated Capital Improvement</u>	117
73.14	<u>Capital Improvement Failure</u>	118
73.15	<u>Capital Improvements process not to release Supplier of obligations</u>	118

73.16	Major Commercial Owners Capital Improvement Rights subordinate to Member's Capital Improvement Rights	118
74	Green Utilities becomes Shared Facility and end of GUS Period	119
74.1	Committee may acquire Green Utilities	119
74.2	When Green Utilities become a Shared Facility	119
74.3	Consequences of a Green Utility becoming a Shared Facility	119
74.4	Capital Improvements by Major Commercial Members	120
75	Offer for supply of recycled water	120
75.1	Notice of Offer	121
75.2	Acceptance of offer to purchase Recycled Water	123
75.3	Supply to third party	124
	Part 8 Development Works, subdivisions and replacement management statements	125
76	Interpreting this part	125
76.1	Application of part	125
76.2	References to the Developer	125
77	Development Works	125
77.1	Developer's rights	125
77.2	Consents from Government Agencies	125
77.3	Access arrangements	125
77.4	Access restriction arrangements	126
77.5	Works affecting Shared Facilities	126
77.6	Overriding protections	126
77.7	Rectifying damage	127
77.8	Development Works Applications	127
77.9	Notice when Shared Facilities complete	127
78	Leasing Activities	127
78.1	Rights	127
78.2	Consents from Government Agencies	127
78.3	Access arrangements	127
78.4	Rectifying damage	127
78.5	Leasing Activities applications	127
79	Subdivisions and registration of Subdivision Plans	128
79.1	Acknowledgements about subdivisions and their effect on this management statement	128
79.2	Consenting to Subdivision Plans	128
79.3	New management statement	128
79.4	Repealing this management statement	128
79.5	Amendment to this management statement	129
79.6	Subdivisions and Easements	129
79.7	Endorsement of consent	129
80	Effect of registering a new management statement	130
80.1	Statement continuation of provisions	130
80.2	Financial statement	130

81	Developer's share during the Development Period	131
81.1	Developer's share of costs	131
81.2	Developer's votes	131
Part 9	Miscellaneous	132
82	How to resolve Disputes	132
82.1	Interpretation	132
82.2	Resolution of Disputes	132
82.3	Dispute Notice	132
82.4	Negotiation	132
82.5	Referring a Dispute to expert determination	132
82.6	Appointing an expert	133
82.7	Instructions to the expert	133
82.8	Conducting expert determination	133
82.9	Expert determination	133
82.10	Binding effect	133
82.11	Expert determination about Shared Facility costs	133
82.12	Costs	133
83	How to serve notices	134
83.1	Methods of serving notices	134
83.2	When does a notice take effect?	134
83.3	Receipt - post	134
83.4	Receipt - fax	134
83.5	Form of notices	134
83.6	Receipt - general	134
83.7	Notices to the Committee	134
84	GST	134
84.1	Amounts are exclusive of GST	134
84.2	Obligation to pay GST	135
84.3	Differences in amounts	135
84.4	Reimbursement	135
84.5	Registration of the Committee	135
84.6	Interpretation	135
85	General	135
85.1	Discretion in exercising rights	135
85.2	Partial exercise of rights	135
85.3	Approvals and consents	135
85.4	Conflict of interest	136
85.5	Remedies cumulative	136
85.6	Severability	136
86	Trustee limitation of liability	136
86.1	Application of clause	136
86.2	Capacity and limitation of liability	136
86.3	Parties may not sue	136
86.4	Circumstances where limitation does not apply	136
87	Custodian limitation of liability	137
87.1	Application of clause	137
87.2	Capacity and limitation of liability	137

87.3	Limited recourse	137
87.4	Acknowledgment of limitations	137
87.5	Custodian Member's personal liability	138
Part 10	Dictionary	139
88	Definitions	139
89	Interpretation	155
89.1	References to certain terms	155
89.2	Headings	155
Schedule 1	Shared Facilities Table	156
Schedule 2	Shared Facilities Plan	189
Schedule 3	Appointment Form	190
Schedule 4	Membership Form	193
Schedule 5	Proxy Form	195
Schedule 6	Acknowledgement Document	197
Schedule 7	Indicative list of components in Barangaroo South	198
Schedule 8	Call Option Exercise Notice	200
Schedule 9	Asset Sale Agreement	201
Schedule 10	Capital Improvements Schedule	202
Schedule 11	Residential Supply Agreements	213
Signing page		214
Annexure A	Waiver Application	216
Annexure B	Waiver Letters	217
Details		15
General terms		20
Part 1	Barangaroo South and the building management statement	20
1	What is a building management statement?	20
1.1	Management of the building	20
1.2	Rights and obligations	20
1.3	Statutory regulation of building management statements	20
1.4	Statutory effect of a building management statement	20
1.5	Replication of section 196I	24
1.6	Waiver by Registrar General from the requirements of the <i>Strata Schemes (Leasehold Development) Act 1986</i>	24
1.7	Definitions	22
2	About Barangaroo South	22
2.1	What are the different components in Barangaroo South?	22
2.2	Development in stages	22
2.3	Replacement management statements	22
2.4	Rights to construct and subdivide	22
2.5	Development Period	22
2.6	Effect of the Development Period on this management statement	23

2.7	The Developer may change the subdivision method in its discretion	23
3	Barangaroo South management and operation	23
3.1	Part building schemes	23
3.2	Management structure	24
3.3	Who assists the Committee?	24
3.4	Summary of management structure	24
4	The Barangaroo Delivery Authority and Lot Owner's leasehold interests	25
4.1	Barangaroo Delivery Authority and leasehold land	25
4.2	The Barangaroo Stage 1 Project Development Agreement	25
4.3	Leasehold interests	25
4.4	Stratum Lot leases	25
4.5	Common Property Leases	25
4.6	Strata Lot leases	26
4.7	Empowerment of Lot Owners by Barangaroo Delivery Authority	26
4.8	Barangaroo Delivery Authority Reserve Powers	26
4.9	Role of Barangaroo Delivery Authority as a Member	28
4.10	Inconsistencies with this management statement	28
5	How does this management statement work?	28
5.1	How is this management statement set out?	28
5.2	What is the effect of this management statement?	29
5.3	How to amend this management statement	29
6	Who must comply with this management statement?	29
6.1	General obligations	29
6.2	Obligations for Occupiers	29
6.3	Occupiers may exercise rights	30
6.4	Obligations for others	30
6.5	Obligations for visitors	30
6.6	By laws for Strata Schemes	30
	Part 2 The Committee's rights and obligations	31
7	The Committee	31
7.1	Establishing the Committee	31
7.2	Members of the Committee	31
7.3	Members of the Committee upon registration of this Management Statement	31
8	Rights and obligations	31
8.1	What are they?	31
8.2	Obligations under the Development Consent	32
8.3	How to make decisions	32
8.4	Power to contract and make appointments	32
8.5	Making Rules	33
8.6	Effect of Rules	33
8.7	Complying with Rules	33
8.8	Inconsistencies	33

9	Officers of the Committee	33
9.1	What Officers must the Committee appoint?	33
9.2	Eligibility for election	33
9.3	Appointment of Officers	34
9.4	Vacating the position of an Officer	34
10	Functions of Officers	34
10.1	Exercising functions	34
10.2	The Secretary	34
10.3	The Treasurer	35
10.4	The Chairperson	35
11	Appointing a Manager	35
11.1	Purpose of the appointment	35
11.2	Qualifications of the Manager	35
11.3	Delegation of functions	35
11.4	What functions may not be delegated?	35
11.5	Form of agreement	36
11.6	Term of the appointment	36
11.7	Remuneration	36
11.8	Duties of the Manager	36
12	Appointing a Facilities Manager	36
12.1	Purpose of the appointment	36
12.2	Form of agreement	36
12.3	Term of the appointment	37
12.4	Remuneration	37
12.5	Facilities Management Areas	37
12.6	Duties of the Facilities Manager	37
12.7	Act as agent	37
13	Insurance requirements	38
13.1	Statutory and other required insurance	38
13.2	Insurers	38
13.3	Optional insurances	38
13.4	Proceeds of building insurance claims	38
13.5	Members may obtain separate insurance	38
13.6	Valuations	39
13.7	When to carry out the first valuation	39
13.8	Building sum insured	39
13.9	Regular review of insurances	40
13.10	Insuring for new risks	40
13.11	Insurance records	40
13.12	Other insurance	40
14	Keeping records	40
14.1	Obligations of the Committee	40
14.2	Which records must the Committee keep?	40
14.3	How long are records kept?	41
15	Inspecting the Committee's records	41
15.1	Who is entitled to inspect the records?	41
15.2	What is the procedure?	41

15.3	Time for the inspection	41
15.4	Taking copies of records	41
16	Providing Outstanding Levy Certificates	41
16.1	Who may apply for a certificate?	41
16.2	Procedure to obtain a certificate	41
16.3	Information to be included in a certificate	42
16.4	When must the certificate be given?	42
16.5	Certificate is evidence of matters in it	42
17	Committee's power to gain access to Shared Facilities	42
17.1	General requirement	42
17.2	What are the powers of the Committee?	42
17.3	Access requirements	43
17.4	Notice requirements	43
17.5	Paying costs	43
17.6	Rectifying damage	43
17.7	Sole user	43
17.8	References to the Committee	43
18	Committee's power to do work in an emergency	43
18.1	Committee may do anything	43
18.2	Entering parts of Barangaroo South	43
18.3	What are your obligations?	43
18.4	Damages	44
18.5	Sole user	44
18.6	References to the Committee	44
19	Committee's power to act on behalf of the Members	44
19.1	Acting as agent	44
19.2	Appointment as agent and attorney	44
19.3	Legal proceedings by a Member	44
19.4	Barangaroo Delivery Authority	44
20	Consents by the Committee	44
20.1	How may consent be given?	44
20.2	Conditional consent	44
20.3	Revoking consent	45
Part 3	Rights and obligations of Members, Owners and Occupiers	46
21	What are the rights and obligations of Members?	46
21.1	General obligations	46
21.2	Voting rights	46
21.3	Maintenance requirements	46
21.4	Nature of obligations	47
21.5	Upgrading and redevelopment	47
21.6	Damages	47
22	Appointing a Representative and a Substitute Representative	47
22.1	Appointments generally	47
22.2	Eligibility for appointment	47
22.3	Appointment Form	47
22.4	When does an appointment become effective?	48

22.5	Proxies	48
22.6	Acts by Representatives and Substitute Representatives	48
23	Procedures when you become a Member or change your contact details	48
23.1	New Stratum Lots and Purchase of Ground Lease	48
23.2	Leasing a Stratum Lot	48
23.3	New Owners Corporations	48
23.4	Changing parties to Service Contracts	48
23.5	Obligations of Members	49
23.6	Changing your contact details	49
24	Limitations that apply to Barangaroo Delivery Authority and obligations under leases	49
24.1	Statutory discretion	49
24.2	Application of management statement	49
24.3	Financial contributions as Barangaroo Innovation Centre Owner	50
24.4	Not required to be party to contracts	50
24.5	No liability under agreements	50
24.6	Consents under leases	51
24.7	Acting as agent	51
24.8	Amending this clause	51
25	What are the obligations of Owners and Occupiers?	51
26	Obligations of Owners relating to maintenance, repair and structural adequacy	51
26.1	Owner responsible for own Lot	51
26.2	Failure of Owner to carry out its obligations	52
26.3	What are your obligations?	52
27	Obligations relating to upgrading and redevelopment	52
27.1	Members' acknowledgment	52
27.2	Members' rights	53
27.3	Members to meet	53
27.4	Plan preparation	53
27.5	Consideration of plan	53
27.6	Effecting works	53
27.7	Strata Subdivision	53
28	Additional obligations for Owners Corporations	53
28.1	Notices of meetings	53
28.2	Attendance at meetings	54
28.3	By laws	54
29	Carrying out works	54
29.1	Effect of this clause	54
29.2	What are your rights?	54
29.3	Works affecting Shared Facilities	54
29.4	Consenting to applications	54
29.5	Developer's rights	54
30	Rights of access	55
30.1	Effects of this clause	55

30.2	General requirement	56
30.3	Access in an emergency	55
30.4	Access to Shared Facilities by the Committee	55
30.5	Access to Shared Facilities by Members, Owners and Occupiers	55
30.6	Paying costs	55
30.7	Rectifying damage	55
30.8	Developer's rights	56
31	Obligations for insurance	56
31.1	Actions that may increase premiums	56
31.2	Paying for additional premiums	56
31.3	Proceeds of building insurance claims	56
32	Fire safety and protection	56
32.1	What are your obligations?	56
32.2	Keeping flammable materials	56
32.3	Restrictions about fire safety	56
33	Step-In Rights – Commercial Owner	57
33.1	Step-In Rights	57
33.2	Cost recovery	57
33.3	Access rights	57
Part 4	Meeting procedures and resolutions	58
34	Meetings of the Committee	58
34.1	Types of meetings	58
34.2	Meetings	58
34.3	Emergency Meetings	58
34.4	Who convenes meetings?	58
35	Notices and agendas for meetings	59
35.1	Information to be included in the notice	59
35.2	Agenda for a Meeting	59
35.3	No voting on matters not on the agenda	59
35.4	Agenda for an Emergency Meeting	59
35.5	Information to be included in the notice of a Meeting to consider levy contributions	59
36	How to give notice of a meeting	59
36.1	How much notice is required for a Meeting?	59
36.2	How to serve notice of a Meeting	60
36.3	Giving notice of an Emergency Meeting	60
36.4	How to serve notice of an Emergency Meeting	60
36.5	Notice of Meeting relating to a Unanimous Shared Facility Resolution	60
37	Procedures for holding meetings	61
37.1	Conducting a Meeting or Emergency Meeting	61
37.2	Quorum for a meeting	61
37.3	Failure to obtain a quorum	61
37.4	Notice of adjourned meetings	61
37.5	Quorums at adjourned meetings	61

37.6	Determining a quorum	62
37.7	Attendance at a Meeting	62
37.8	Special provisions for Meetings held in writing	62
37.9	How to cast a vote at an Emergency Meeting	62
37.10	Minutes of meetings	62
38	Voting rights of Members	62
38.1	Voting rights of Members	62
38.2	How many votes does each Member have?	62
38.4	Developer	64
38.5	Alterations to Voters on subdivision of a Stratum Lot	64
38.6	Restrictions on voting	64
38.7	Instructions by a Member	64
38.8	Instructions by an Owners Corporation	64
39	Appointing a proxy	64
39.1	Who may appoint a proxy?	64
39.2	Who may be a proxy?	65
39.3	How to appoint	65
39.4	Instructions about voting	65
39.5	Restrictions on voting	65
40	Ordinary Resolutions at Meetings and Emergency Meetings	65
40.1	Who may vote on an Ordinary Resolution?	65
40.2	When is an Ordinary Resolution passed?	65
40.3	Matters requiring Ordinary Resolutions	65
40.4	Ordinary Resolutions not to contravene any law	66
41	Special Resolutions at Meetings	66
41.1	Who may vote on a Special Resolution?	66
41.2	When is a Special Resolution passed?	66
41.3	Matters requiring Special Resolutions	66
41.4	Special Resolutions not to contravene any law	66
42	Unanimous Resolutions at Meetings	66
42.1	Who may vote on a Unanimous Resolution?	66
42.2	When is a Unanimous Resolution passed?	66
42.3	Matters requiring Unanimous Resolutions	66
42.4	Unanimous Resolutions not to contravene any law	67
43	Ordinary Shared Facility Resolutions at Meetings	67
43.1	Who may vote on an Ordinary Shared Facility Resolution?	67
43.2	When is an Ordinary Shared Facility Resolution passed?	67
43.3	Matters decided by Ordinary Shared Facility Resolution	67
43.4	Ordinary Shared Facility Resolutions not to contravene any law	67
44	Special Shared Facility Resolutions at Meetings	67
44.1	Who may vote on a Special Shared Facility Resolution?	67
44.2	When is a Special Shared Facility Resolution passed?	67
44.3	Matters decided by Special Shared Facility Resolution	68
44.4	Special Shared Facility Resolutions not to contravene any law	68

45	Unanimous Shared Facility Resolutions at Meetings	68
45.1	Who may vote on a Unanimous Shared Facility Resolution?	68
45.2	When is a Unanimous Shared Facility Resolution passed?	68
45.3	Matters decided by Unanimous Shared Facility Resolution	68
45.4	Unanimous Shared Facility Resolutions not to contravene any law	68
Part 5	Financial management	69
46	What funds must the Committee establish?	69
46.1	Administrative Fund	69
46.2	Sinking Fund	69
46.3	What money is paid into the Administrative Fund?	69
46.4	What money is paid into the Sinking Fund?	69
47	Financial Years	69
47.1	First Financial Year	69
47.2	Subsequent Financial Years	70
48	Preparing budgets	70
48.1	When to prepare budgets	70
48.3	What information must be included in a budget?	70
48.4	How much to budget	70
49	Determining contributions	70
49.1	Levying Members	70
49.2	What proportion of costs you must pay	71
49.3	Broken periods	71
49.4	Procedures for determining contributions	71
49.5	Determining the amount of contributions	71
49.6	Insufficient funds	71
49.7	Budget where there are insufficient funds	71
49.8	Determining contributions at an Emergency Meeting	71
49.9	Barangaroo Delivery Authority and Owners of Green Utility Lots	72
50	Preparing financial statements	72
50.1	Obligations of the Committee	72
50.3	Information to be included in a financial statement	72
51	Paying contributions	73
51.1	Notices of contributions	73
51.2	Raising funds in an emergency	73
51.3	Barangaroo Delivery Authority and Owners of Green Utility Lots	73
52	Banking money and interest on accounts	73
52.1	Establishing a bank account	73
52.2	Withdrawing money	74
52.3	Trust account	74
52.4	Interest bearing accounts	74
53	Late payments	74
53.1	Interest	74

53.2	Calculating interest	74
53.3	Certificates about interest rates	74
53.4	Recovering unpaid contributions	74
54	Dealing with surplus funds	74
54.1	Distributing surplus funds	74
54.2	Considerations	74
55	Paying contributions when there is a Dispute	75
55.1	What are your obligations?	75
55.2	Continuing payments	75
55.3	Your rights are not affected	75
Part 6	Shared Facilities	76
56	Overview of Shared Facilities	76
56.1	What are they?	76
56.2	What do Shared Facilities include?	76
56.3	How do I know if a facility or service is a Shared Facility?	76
56.4	Developer to provide Shared Facilities information to the Committee	77
56.5	Availability of Shared Facilities	77
56.6	Rights and obligations of the Committee	77
56.7	Shared Facilities and Stratum Lots	77
56.8	Who may use Shared Facilities?	77
56.9	When can you use Shared Facilities?	78
56.10	Easements	79
57	Changing and adding to Shared Facilities	79
57.1	Interpreting this clause	79
57.2	Motions in respect of Shared Facilities	79
57.3	Decisions regarding Shared Facilities – Unanimous Shared Facility Resolution	79
57.4	Decisions regarding Shared Facilities – Special Shared Facility Resolution	80
57.5	Decisions regarding Shared Facilities – Ordinary Shared Facility Resolution	80
57.6	Changing the apportionment of costs for Shared Facilities	80
57.7	Metering	81
57.8	Obligations of Members	82
57.9	Replacements or additions to Shared Facilities	82
57.10	Member Upgrades to Shared Facilities	82
57.11	Use of Member upgraded Shared Facilities	83
57.12	Member Substitution of Shared Facilities	83
57.13	Use of Member Substituted Shared Facilities	84
57.14	Use of Member installed Shared Facilities	84
58	Using approved contractors	85
58.1	Overview	85
58.2	Obligations of the Committee	85
58.3	Obligations of Members, Owners and Occupiers	85
59	Damage to Shared Facilities	85
59.1	What are your obligations?	85
59.2	No interference	85

60	Security control at Barangaroo South	86
60.1	An integrated security system	86
60.2	Restricting access to and monitoring parts of Barangaroo South	86
60.3	Provision of Security Keys	86
60.4	Charging fees for Security Keys	86
60.5	Your rights and obligations	86
60.6	Some prohibitions	87
60.7	Who owns Security Keys?	87
60.8	Managing the Security Key system	87
61	Carpark Accessway	87
61.1	Rights of the Committee	87
61.2	Complying with requirements	87
61.3	No parking on Carpark Accessway	88
62	Using the Loading Decks	88
62.1	Requirements for use	88
62.2	Reservations	88
63	Garbage storage and removal	88
63.1	Overview	88
63.2	Requirements for retail and commercial garbage storage and removal	88
63.3	Barangaroo Innovation Centre	89
63.4	Some prohibitions and obligations	89
64	Bike storage	89
Part 7	Green Utilities	90
65	GUS Period	90
66	Right of Supply of Green Utilities	90
67	Security of Supply of Green Utilities	91
68	Green Utilities Suppliers	91
69	Staged Construction of Green Utilities	91
70	Load shedding and priority to apply	92
71	Exercise of Step-In Rights	93
71.1	Introduction	93
71.2	Members Step-in Rights	93
71.3	Step-In	93
71.4	Purchaser Co-operation	95
71.5	Supplier Co-operation	95
71.6	Exercise of Step-In Rights will not affect other rights	96
71.7	Step-Out upon cure	96
71.8	Voluntary Step-Out	96
71.9	Step-In for more than 6 months triggers Call Option	96
71.10	Member's step-in subordinate to Major Commercial Owners	96

72	Call Option	97
72.1	Introduction	97
72.2	Call Option	97
72.3	Member's Call Option subordinate to Major Commercial Owners	98
73	Capital Improvements to Green Utilities	98
73.1	Introduction	98
73.2	Capital Improvement Rights	98
73.3	Notice of Intention to carry out Capital Improvements	98
73.4	Committee Capital Improvement Plan Request	100
73.5	Capital Improvement Plan Development	100
73.6	Capital Improvement Acceptance Notice	102
73.7	Amendment Notice	102
73.8	Capital Improvement Activation Notice	103
73.9	Commencing construction of the Capital Improvement	103
73.10	Re-determination of supply charges	104
73.11	Cost reimbursement	105
73.12	Capital Improvement risks	105
73.13	Supplier Initiated Capital Improvement	105
73.14	Capital Improvement Failure	106
73.15	Capital Improvements process not to release Supplier of obligations	106
73.16	Major Commercial Owners Capital Improvement Rights subordinate to Member's Capital Improvement Rights	106
74	Green Utilities becomes Shared Facility and end of GUS Period	107
74.1	Committee may acquire Green Utilities	107
74.2	When Green Utilities become a Shared Facility	107
74.3	Consequences of a Green Utility becoming a Shared Facility	107
74.4	Capital Improvements by Major Commercial Members	108
75	Offer for supply of recycled water	108
75.1	Notice of Offer	109
75.2	Acceptance of offer to purchase Recycled Water	111
75.3	Supply to third party	112
Part 8 Development Works, subdivisions and replacement management statements		113
76	Interpreting this part	113
76.1	Application of part	113
76.2	References to the Developer	113
77	Development Works	113
77.1	Developer's rights	113
77.2	Consents from Government Agencies	113
77.3	Access arrangements	113
77.4	Access restriction arrangements	114
77.5	Works affecting Shared Facilities	114
77.6	Overriding protections	114
77.7	Rectifying damage	115
77.8	Development Works Applications	115
77.9	Notice when Shared Facilities complete	115

78	Leasing Activities	115
78.1	Rights	115
78.2	Consents from Government Agencies	115
78.3	Access arrangements	115
78.4	Rectifying damage	115
78.5	Leasing Activities applications	115
79	Subdivisions and registration of Subdivision Plans	116
79.1	Acknowledgements about subdivisions and their effect on this management statement	116
79.2	Consenting to Subdivision Plans	116
79.3	New management statement	116
79.4	Repealing this management statement	116
79.5	Amendment to this management statement	117
79.6	Subdivisions and Easements	117
79.7	Endorsement of consent	117
80	Effect of registering a new management statement	118
80.1	Statement continuation of provisions	118
80.2	Financial statement	118
81	Developer's share during the Development Period	119
81.1	Developer's share of costs	119
81.2	Developer's votes	119
Part 9	Miscellaneous	120
82	How to resolve Disputes	120
82.1	Interpretation	120
82.2	Resolution of Disputes	120
82.3	Dispute Notice	120
82.4	Negotiation	120
82.5	Referring a Dispute to expert determination	120
82.6	Appointing an expert	121
82.7	Instructions to the expert	121
82.8	Conducting expert determination	121
82.9	Expert determination	121
82.10	Binding effect	121
82.11	Expert determination about Shared Facility costs	121
82.12	Costs	121
83	How to serve notices	122
83.1	Methods of serving notices	122
83.2	When does a notice take effect?	122
83.3	Receipt - post	122
83.4	Receipt - fax	122
83.5	Form of notices	122
83.6	Receipt - general	122
83.7	Notices to the Committee	122
84	GST	122
84.1	Amounts are exclusive of GST	122
84.2	Obligation to pay GST	123
84.3	Differences in amounts	123

84.4	Reimbursement	123
84.5	Registration of the Committee	123
84.6	Interpretation	123
85	General	123
85.1	Discretion in exercising rights	123
85.2	Partial exercise of rights	123
85.3	Approvals and consents	123
85.4	Conflict of interest	124
85.5	Remedies cumulative	124
85.6	Severability	124
86	Trustee limitation of liability	124
86.1	Application of clause	124
86.2	Capacity and limitation of liability	124
86.3	Parties may not sue	124
86.4	Circumstances where limitation does not apply	124
87	Custodian limitation of liability	125
87.1	Application of clause	125
87.2	Capacity and limitation of liability	125
87.3	Limited recourse	125
87.4	Acknowledgment of limitations	125
87.5	Custodian Member's personal liability	126
Part 10	Dictionary	127
88	Definitions	127
89	Interpretation	143
89.1	References to certain terms	143
89.2	Headings	143
Schedule 3	Shared Facilities Plan	177
Schedule 4	Appointment Form	178
Schedule 5	Membership Form	181
Schedule 6	Proxy Form	183
Schedule 7	Acknowledgement Document	185
Schedule 8	Indicative list of components in Barangaroo South	186
Schedule 9	Call Option Exercise Notice	188
Schedule 10	Asset Sale Agreement	189
Schedule 11	Capital Improvements Schedule	190
Schedule 12	Residential Supply Agreements	201
Signing page		202
Annexure A	Waiver Application	204
Annexure B	Waiver Letters	205

Barangaroo South – Building Management Statement

Details

Parties	C4 Owner, C3 Owner, C5 Owner, Residential Owner, [] Owner, CCW Lot Owner, RW Lot Owner, EN Lot Owner, Bike Lot Owner, Metro Lot Owner, Developer, BDA, Stakeholder	
C4 Owner	Name	Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 1 Sub Trust
	ACN	127 727 262
	Address	[HSE note: Investors to advise]
	Fax	[HSE note: Investors to advise]
	Attention	Company Secretary
C3 Owner	Name	[]
	Address	[]
	Fax	[]
	Attention	[]
C5 Owner	Name	Lend Lease IMT (LLITST ST) Pty Limited as trustee for the LLITST Stage 2 Sub Trust
	ABN	15 127 727 502
	Address	30 The Bond Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
Residential Owner	Name	
	ABN	
	Address	
	Fax	
	Attention	

[] Owner [add this reference for each proposed development lot]	Name	Lend Lease Development Pty Limited
	ABN	33 000 311 277
	Address	30 The Bond Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
CCW Lot Owner	Name	[]
	ABN	[]
	Address	[]
	Fax	[]
	Attention	[]
	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
RW Lot Owner	Name	[]
	ABN	[]
	Address	[]
	Fax	[]
	Attention	[]
	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
<hr/>		
EN Lot Owner	Name	[]
	ABN	[]
	Address	[]
	Fax	[]
	Attention	[]
	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
<hr/>		
Bike Lot Owner	Name	[]
	ABN	[]
	Address	[]
	Fax	[]
	Attention	[]
	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
<hr/>		
Metro Lot Owner	Name	[]
	ABN	[]

	Address	[]
	Fax	[]
	Attention	[]
	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 96 367 164 319)
	ABN	15 127 727 502
	Address	Level 4 The Bond 30 Hickson Road Millers Point NSW 2000
	Fax	(02) 9383 8134
	Attention	Company Secretary
BDA	Name	Barangaroo Delivery Authority
	Address	Level 21 201 Kent Street SYDNEY NSW 2000
	Fax	<u>[HSE note: Clayton Utz / BDA to advise]</u>
	Attention	<u>[HSE note: Clayton Utz / BDA to advise]</u>
Stakeholder	Name	Barangaroo South Infrastructure Stakeholder Pty Limited
	ABN	<u>[HSE note: Investors to advise]</u>
	Address	<u>[HSE note: Investors to advise]</u>
	Fax	<u>[HSE note: Investors to advise]</u>

Attention

[HSE note: Investors to advise] 

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?

1.1 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 88 ("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 8 ("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 C4 are complete and a Ground Lease of C4 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 BDA 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:

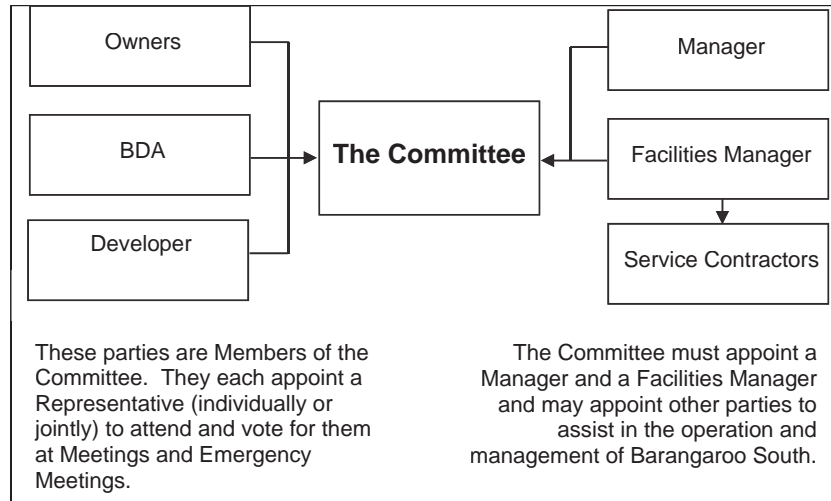
- (a) a Manager to assist in the management of Barangaroo South and to perform secretarial and financial functions; and
- (b) a Facilities Manager to assist in the operation and maintenance of Shared Facilities.

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 Barangaroo Delivery Authority and leasehold land

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

4.2 The Barangaroo Stage 1 Project Development Agreement

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 BDA will grant Ground Leases of Lots to the Developer or persons nominated by the Developer. The holders from time to time of Ground Leases granted by BDA 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 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 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 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 Empowerment of Lot Owners by Barangaroo Delivery Authority

Barangaroo Delivery Authority delegates to each Owner 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.

Barangaroo Delivery Authority agrees to take any necessary steps required to give effect to the delegation of powers, rights and authorities under this clause 4.7, including signing and registering any amendment to this management statement which is properly authorised under it.

4.8 Barangaroo Delivery Authority Reserve Powers

- (a) 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 1 Project Development Agreement, for so long as that document remains on foot;
 - ~~(iii) to veto any Resolution which is inconsistent with the Barangaroo Management Plan;~~
 - ~~(iv)(iii)~~ to veto any Resolution which requires the Barangaroo Delivery Authority to contribute towards the cost of a Shared Facility or pay levies ~~except out of Estate Levies in accordance with any Ground Lease, the Barangaroo Stage 1 Project Development Agreement or the Barangaroo Management Plan;~~
 - ~~(v)(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 ~~contrary to this management statement~~ (other than as required pursuant to a payment obligation to any Supplier, Service Contractor or other third party, ~~or to satisfy an obligation pursuant to a Ground Lease in connection with a Green Utility Service~~); and
 - ~~(vi)(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 BDA purports to exercise its veto right pursuant to this clause 4.8(a)(v), the BDA must provide to the Committee its reasons as to why the BDA 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. ~~having regard to the Members' rights and~~

obligations under clause 4.4 of the BMP, but only on the following bases:

- ~~(A) — the Barangaroo Delivery Authority must not act unreasonably in exercising the veto right;~~
- ~~(B) — when purporting to exercise the veto right, the Barangaroo Delivery Authority proposes to the Members an alternative to the relevant major upgrades or replacements (**Alternative Method**) within 20 Business Days of the initial Resolution; and~~
- ~~(C) — the purported exercise by the Barangaroo Delivery Authority of the veto right is not valid if, at a Meeting subsequent to the purported exercise by the Barangaroo Delivery Authority of the veto right, the Members, acting reasonably, resolve that the Alternative Method is not commercially practicable having regard to the financial, contractual and physical constraints of them and their assets located within Barangaroo South.~~

- (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 4.8(a) in respect of a Resolution within 10 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 4.8(a) in respect of a Resolution in accordance with clause 4.8(c) then the Barangaroo Delivery Authority's powers, rights or authorities under clause 4.8(a) are exhausted and no further power, right or authority arises in respect of that Resolution.

~~(e) — If:~~

~~(i) — the Barangaroo Delivery Authority has proposed an Alternative Method in relation to a Resolution, pursuant to clause 4.8(a)(vi); and~~

~~(ii) — the Alternative Method has been considered by the Members under clause 4.8(a)(vi);~~

~~then the Barangaroo Delivery Authority's powers, rights or authorities under clause 4.8(a) are exhausted and no further power, right or authority arises in respect of:~~

~~(iii) — a resolution relating to the Alternative Method; or~~

~~(iv) — the Resolution in respect of which the Barangaroo Delivery Authority proposed the Alternative Method.~~

~~(f)~~(e) If the Barangaroo Delivery Authority exercises a right to veto a resolution under clause 4.8(a)(v), ~~clause 4.8(a)~~, the Committee may, subject to the passing of an Ordinary Shared Facility Resolution, or a Member can dispute the exercise of the right and clause 86 will apply. For the purposes of an Ordinary Shared Facility Resolution under this clause

4.8(e), paragraph (b) of the definition of Ordinary Shared Facility Resolution does not apply.

4.9 Role of Barangaroo Delivery Authority as a Member

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

- (a) attend meetings of the Committee;
- (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.

4.10 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 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.

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 7 ("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.

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 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 [H1]) agrees that the Strata Scheme for that Member and each Lot contained within that Strata Scheme must not be used as Commercial Residential Premises and the by-laws for the relevant Strata Scheme must contain a similar restriction.

Barangaroo South – Building Management Statement

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 are:

- (a) the C4 Owner;
- (b) the C3 Owner;
- (c) the C5 Owner;
- (d) the Residential Owner;
- (e) [**Note: appropriate Lend Lease entity to be nominated**] [] Owner as Owner in respect of each future Lot (each of which is currently an unsubdivided part of the Residue Lot);
- (f) the CCW Lot Owner;
- (g) the RW Lot Owner;
- (h) the EN Lot Owner;
- (i) the Bike Lot Owner;
- (j) the Metro Lot Owner;
- (k) the Developer; and
- (l) BDA.

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
- (d) 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 to be 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 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.

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.

14.3 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 it 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 Barangaroo Delivery Authority

This clause 19 is subject to clause 24 ("Limitations that apply to 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 finishes, 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 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 ~~4~~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 arose 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 86 ("Trustee limitation of liability") and 87 ("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 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 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

Except to the extent that Barangaroo Delivery Authority is a Member because it is the Barangaroo Innovation Centre Owner:

- (a) you acknowledge that 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, Barangaroo Delivery Authority is not liable for the payment of any contributions towards the costs of Shared Facilities ~~except out of Estate Levies in accordance with any Ground Lease, the Barangaroo Stage 1 Project Development Agreement or the Barangaroo Management Plan~~; and
- (c) subject to clause 75, 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 24.5 ("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 82 ("How to resolve Disputes"); or
 - (vi) clause 83 ("How to serve notices"); and
- (d) clause 19 ("Committee's power to act on behalf of the Members") does not apply to Barangaroo Delivery Authority; and
- (e) clause 20 ("Consents by the Committee") does not apply to Barangaroo Delivery Authority.

24.3 Financial contributions as Barangaroo Innovation Centre Owner

[Drafting note: the relevance of the Barangaroo Innovation Centre to be further considered.]

While Barangaroo Delivery Authority is the Barangaroo Innovation Centre Owner, it must make financial contributions in respect of the Administrative Fund or Sinking Fund and comply with any other matter under this management statement in respect of the Barangaroo Innovation Centre (but only in its capacity as the Barangaroo Innovation Centre Owner and not in its capacity as the freehold owner of any Lot in Barangaroo South (subject to clause 75)).

24.4 Not required to be party to contracts

Despite anything else in this management statement, 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 Barangaroo Delivery Authority notifies the Committee in writing that it will be a party.

24.5 No liability under agreements

Despite anything else in this management statement, 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 Barangaroo Delivery Authority is a party to the agreement or contract. The other Members agree (jointly and individually) to indemnify Barangaroo Delivery Authority, and keep Barangaroo Delivery Authority indemnified, against any liability in this regard.

24.6 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 Barangaroo Delivery Authority.

24.7 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 Barangaroo Delivery Authority without Barangaroo Delivery Authority's written consent. Barangaroo Delivery Authority may withhold consent in its absolute discretion.

24.8 Amending this clause

The Committee may amend this clause 24 (or part of it) or clause 30.6 ("Paying costs") only by Unanimous Resolution and with the written consent of Barangaroo Delivery Authority.

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 Barangaroo Delivery Authority in its capacity of the owner of the freehold interest in the Barangaroo South land (except in respect of the Barangaroo Innovation Centre and 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.

~~(c)~~ [\(c\) 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, adjourn 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 the Gross Floor Area of the Member's Lot or the Gross Floor Area of the Strata Scheme if the Member is an Owners Corporation but in respect of a Green Utility Lot the value shall be deemed to be 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, 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.

~~38.3~~38.4 Developer

Part 8 ("Development Works, subdivisions and replacement management statements") sets out the Developer's right to vote during the Development Period. The Developer's right to vote under Part 8 ("Development Works, subdivisions and replacement management statements") is separate to its rights to vote as a Member being an Owner of a Lot.

~~38.4~~38.5 Alterations to Voters 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.

~~38.5~~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).

~~38.6~~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 which appointed them (or by the executive committee of that Member).

~~38.7~~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 88 ("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;
- ~~(e)~~(d) establishing the Administrative Fund and determining contributions for that fund; and
- ~~(d)~~(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 88 ("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 Barangaroo Delivery Authority Reserve ~~Matter~~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 88 ("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 ~~Matter~~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 24.8 ("Amending this clause"), amending clause 24 ("Limitations that apply to 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 88 ("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 88 ("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 ~~Matter~~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 88 (“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 ~~Matter~~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); 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.

~~48.2~~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.

~~48.3~~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.

~~[Drafting note: subject to the parties' further consideration of Schedule 1.]~~

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 Barangaroo Delivery Authority and Owners of Green Utility Lots

This clause 49:

- (a) does not apply to Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land; and
- (b) [does apply to Barangaroo Delivery Authority in its capacity as the Barangaroo Innovation Centre Owner; and]
- (c) 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; or
- (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.

~~50.2~~ 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 Barangaroo Delivery Authority and Owners of Green Utility Lots

This clause 51:

- (a) subject to clause 75, does not apply to Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land; and
- (b) does apply to Barangaroo Delivery Authority in its capacity as the Barangaroo Innovation Centre Owner; and
- (c) 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 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 Barangaroo Delivery Authority in its capacity as the owner of the freehold interest in the Barangaroo South land) 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.
- (d) 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?

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise.

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:

- (a) your use is in common with other Members who are entitled to use that Shared Facility and is not exclusive use; and
- (b) your use may not unreasonably exclude any other Members who are entitled to use that Shared Facility; and

- (c) 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
- (d) your use must not endanger the health or safety of any Owner, or safety of any Owner, Occupier or visitor to Barangaroo South; and
- (e) 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.

57 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

[HSE Note: we suggest this provision satisfies the requirements of the second paragraph of item 14 of the GU and BMS Term Sheet. Although the time limits for undertaking a Cost Review Report set out below may more inhibitive than calling for a review 'from time to time', it has been considered that such time constraints would be for the benefit of all members, to:

- *protect against vexatious requests for review from a Member or group of Members; and*
- *(in relation to not occurring until 2 years after the end of the Development Period) allow for the accrual of sufficient data based upon which a review may be properly undertaken)*

- (a) The apportionment of costs for a Shared Facility may only be changed in accordance with this clause 57.6 and must not occur until 2 years after the end of the Development Period.
- (b) A review under this clause 57.6 ("Changing the apportionment of costs for Shared Facilities") may only be undertaken every five years following the expiry of the 2 year period after the end of the Development Period as referred to in clause 57.6(a) ~~clause 57.6(a)~~.
- (c) Subject to paragraphs (a) and (b), 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 who is required to contribute greater than 25% of the annual contributions for a Shared Facility 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.

- (d) The Cost Review Report must describe:
- (i) 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
 - (ii) the proposed cost apportionment for the Shared Facility, based on the level of usage of the Shared Facility as described in accordance with clause 57.6(d)(i); and
 - (iii) the estimated costs of operating and maintaining the Shared Facility.
- (e) 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.
- (f) 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.
- (g) 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 82.3,
- in which case the dispute resolution provisions in clause 82 will apply to determine the apportionment of costs with respect to the relevant Shared Facility.
- (h) Subject to clause 57.6(i), the Committee must 25 Business Days after the date it complies with clause 57.6(f), 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.
- (i) If a Member Benefitted does give a Dispute notice in relation to the Cost Review Report in accordance with clause 57.6(g), 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 82.

57.7 Metering

The Committee must:

- (a) ensure that the Shared Facilities used by the Members 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.

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 57.9(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 this 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
- (b) 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, 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 Overview

The main waste storage areas for the [#] are located in the Garbage Area. The waste storage areas for the Barangaroo Innovation Centre are located within the Barangaroo Innovation Centre.

63.2 Requirements for retail and commercial garbage storage and removal

If you are an Owner or Occupier of the [], 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.

63.3 Barangaroo Innovation Centre

If you are an Owner or Occupier of the Barangaroo Innovation Centre, 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.

63.4 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

Each Commercial Owner must be entitled to the use of at least that number of bike storage spaces within the bike storage Shared Facility that is equal to (with such minimum number of bike spaces to be included in the allocation of bike spaces in the Shared Facilities Table):

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

Where:

BS = the minimum number of bike spaces that a Commercial Owner is entitled to use

N = the net lettable area of the relevant Commercial 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).

Barangaroo South – Building Management Statement

Part 7 Green Utilities

65 GUS Period

- (a) At the date of registration of this management statement, the Green Utilities are not Shared Facilities and the GUS Period applies.
- (b) Each Green Utility Lot is the subject of a Ground Lease 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.
- (c) The Supplier of chilled water, hot water and waste heat may determine to supply energy to Barangaroo South from a GU Related Lot.

66 Right of Supply of Green Utilities

- (a) Each Member 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) The Supply Agreement must be substantially in the form of the standard terms of supply for the relevant Supplier. 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.
- ~~(b)(c)~~ The Residential Supply Agreements are the standard form of Supply Agreements for use in connection with Residential Strata Schemes as at the date of this management statement.
- ~~(e)(d)~~ Subject to clause 66(e), 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).
- (e) A Member that is an Owners Corporation for a Residential Strata Scheme (including any owner or occupier of the relevant Residential Strata Scheme) must not exercise its rights under clause 66(d)(ii) without the prior written consent of the BDA. The BDA may only withhold its consent if the BDA determines, acting reasonably, that the proposed exercise of that Member's rights or that person's rights under clause

66(d)(ii) would be inconsistent with environmental sustainability aspirations for Barangaroo South.

~~(e)~~(f) Nothing in clause 66(d) 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.

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 Owners to acquire the relevant Green Utility Assets in certain circumstances; and
- (c) grant the Major Commercial Owners security over the Green Utility Assets; and
- (d) grant the Major Commercial Owners 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 Owners 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.

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, and in doing so 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, 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 BDA); or
- (v) in order to carry out repairs, maintenance and inspections subject to providing Members with reasonable notice.

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.

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~~s~~ must ensure that ~~their~~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

- (a) 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(d) ("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.

~~(b)~~(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

~~(i)~~(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)~~(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, clause 71.2 ("Members Step-In Rights") 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.

~~(e)~~(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.

~~(e)~~(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 Purchaser 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) any 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 law 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 Agreements; 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 Owners

- (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 a Unanimous 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 ("Green Utilities becomes Shared Facilities and end of GUS Period").

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 Chairman as duly authorised agent for the Members;
 - (ii) a surrender of sub lease from the Supplier of the relevant Green Utility Lot; and
 - (iii) an Asset Sale Agreement in duplicate signed by the Chairman as duly authorised agent for the Members.
- (d) Upon receipt of the Asset Sale Agreement, the Supplier must execute the surrender of sub 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 ("Green Utilities becomes Shared Facilities and end of GUS Period").

72.3 Member's Call Option subordinate to Major Commercial Owners

- (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 Members' 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 or the Call Option Period under the relevant Security of Supply Deed has lapsed; or
 - (iii) the Major Commercial Members elect to exercise their call option.
- (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 do any one of the following:

- (a) 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 Schedule,
("Capital Improvement Acceptance Notice");
- (b) 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**");
- (c) reject the Capital Improvement Plan; or
- (d) 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.

- (b) 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), 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 the of 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 72.3(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.

- (b) 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
 - (iii) 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 Owners 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 Green Utilities becomes Shared Facility and end of GUS Period

74.1 Committee may acquire Green Utilities

The Committee has 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 and the GUS Period will end when any of the following events occur:

- (a) the Members acquire the Green Utility, 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 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 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 Shared Facility (Ordinary) 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 carry out capital improvements to a Green Utility once it is a Shared Facility, any capital provided by the Major Commercial Members is provided by way of an interest bearing loan amortisable across the agreed life of the Green Utility, the subject of the capital improvement.

75 Offer for supply of ~~First right of refusal to~~ recycled water

~~75.1 Determination of Surplus Water~~

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

~~(b) By insert relevant date in each year:~~

~~(i) the Supplier of recycled water and sewerage services from the RW Lot; or~~

~~(ii) the Committee, including any Operator engaged by the Committee (during a Non-GUS Period);~~

~~as applicable (being the **Surplus Supplier** for the purposes of this clause 75) must estimate the amount of Recycled Water required:~~

- ~~(iii) — to supply the total of the Maximum Daily Allocations for all Supply Agreements in respect of Recycled Water which have been or are reasonably proposed in respect of Barangaroo South; and~~
- ~~(iv) — to satisfy other supply agreements for the provision of Recycled Water made by the Surplus Supplier from time to time; and~~
- ~~(v) — to meet the requirements of Members (other than the BDA) under this management statement.~~
- ~~(c) — The amount of Recycled Water determined by the Surplus Supplier may differentiate between:~~
 - ~~(i) — days of the week;~~
 - ~~(ii) — Business Days and non-Business Days; and~~
 - ~~(iii) — seasonal variations.~~
- ~~(d) — The Surplus Supplier must then estimate the amount of any excess Recycled Water (assuming no Force Majeure event) that will be produced by the RW Plant for a period. This excess Recycled Water will be the Surplus Water.~~

~~75.2~~75.1 Notice of Offer

- ~~(a) — The provisions of this clause 75 will be varied where inconsistent with any laws or regulations applicable to the supply of recycled water.~~
- ~~(b) — Either:~~
 - ~~(i) — the Supplier of recycled water and sewerage services from the RW Lot (during a GUS Period); or~~
 - ~~(ii) — the Committee, including any Operator engaged by the Committee (during a Non-GUS Period).~~
- ~~(RW Supplier) If, from time to time, the Surplus Supplier has determined that there will be Surplus Water it must serve a written notice on the Barangaroo Delivery Authority offering to supply Recycled Water all or a part of that Surplus Water to the Barangaroo Delivery Authority. The RW Supplier must serve the notice on the Barangaroo Delivery Authority:~~
 - ~~(iii) — on the date of this management statement;~~
 - ~~(iv) — 40 Business Days prior to the first, second, third and fourth anniversary of the date of this management statement; and~~
 - ~~(a)(v) — thereafter, 40 Business Days prior to each fifth anniversary of the date of this management statement.~~
- ~~(b)(c) — Each notice of offer issued under clause 75.1(b) 75.2(a) (Notice of Offer) must specify:~~
 - ~~(i) — the minimum quantity per relevant time unit of Surplus Water that the BDA must accept (if it accepts an offer in accordance with clause 75.3);~~

- ~~(ii) the maximum quantity per relevant time unit of Surplus Water that the Surplus Supplier can supply;~~
- (i) whether the price per kL the ~~Surplus~~ RW Supplier requires to be paid for the ~~Recycled Surplus~~ Water ~~will~~, which must 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
- ~~(iii)(B) if a pricing rate is not determined by IPART, the Comparable Rate; as follows:~~
- ~~(A) during a GUS Period, at a rate determined by the Surplus Supplier; or~~
- ~~(B) during a Non-GUS Period, at the same rate as payable by the Members of this management statement under the relevant Supply Agreements;~~
- ~~(iv)(ii) when and how the ~~Surplus~~ RW Supplier requires to be paid or reimbursed, as applicable, for the ~~Surplus~~ Recycled Water; and~~
- (iii) the term for which the ~~RW~~ ~~Surplus~~ Supplier is offering to supply the ~~Surplus~~ Recycled Water, which will be:
- (A) for each Notice of Offer made in accordance with clause 75.1(b)(iii) and clause 75.1(b)(iv), a term of 12 months on and from the date of this management statement or the relevant anniversary of the date of this management statement (as applicable); and
- ~~(A)(B) for each Notice of Offer made in accordance with clause 75.1(b)(v), a term of 5 years on and from the relevant fifth anniversary of the date of this management statement.~~
- (d) For the purposes of clause 75.1(c)(i), the Comparable Rate will be calculated, based on the quantity of Recycled Water that the Barangaroo Delivery Authority specifies it requires pursuant to clause 75.2(a):
- (i) at the same rate as that payable by the Member of this management statement who the RW Supplier determines (acting reasonably and in good faith) has the most demonstrably comparable consumption levels of Recycled Water forecast for the term the subject of the Notice of Offer; or
- (ii) if there is no Member of this management statement to which clause 75.1(d)(i) reasonably applies because the Barangaroo Delivery Authority's forecast consumption levels of Recycled Water for the term the subject of the Notice of Offer is either:
- (A) higher; or
- (B) lower,
- than all Members of this management statement for the same period, then either:

(C) at the same rate as the Member with the highest forecast consumption levels of Recycled Water for that period, where clause 75.1(d)(ii)(A) applies; or

(D) at the same rate as the Member with the lowest forecast consumption levels of Recycled Water for that period, where clause 75.1(d)(ii)(B) applies.

~~(e)(e)~~ A Notice of Offer is an irrevocable offer by the Surplus-RW Supplier ~~to supply all or a part of the Surplus Water~~ on the terms specified in the Notice of Offer.

~~75.3~~75.2 Acceptance of offer to purchase ~~Surplus~~ Recycled Water

(a) The Barangaroo Delivery Authority~~BDA~~ may accept the offer under clause ~~75.1~~ 75.2:

(i) to acquire ~~Surplus~~ Recycled Water for its own use; and

(ii) for use by and on-supply to Barangaroo Central Tenants, *IHSF Note: we have included the offer to Barangaroo Central tenants with the offer to the BDA for the protection of the Barangaroo Central Tenants right to receive the offer, because during a Non-GUS period the Members can't supply to non-members of this BMS (ie. Barangaroo Central Tenants) due to restrictions on operating a business!*

by giving written notice to that effect to the ~~Surplus-RW~~ Supplier within 20 Business Days after the date of service of the Notice of Offer. In its acceptance, the Barangaroo Delivery Authority~~BDA~~ must specify the quantity of Recycled ~~Surplus~~ Water that it requires for the term for which the RW Supplier is offering to supply the Recycled Water under the Notice of Offer.

The quantity of Recycled Water that the Barangaroo Delivery Authority specifies 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:

(iii) the Barangaroo Delivery Authority in connection with its use and operation of Headland Park and Barangaroo Central; and

(iv) the Barangaroo Central Tenants to whom the Barangaroo Delivery Authority will be on-supplying the Recycled Water in connection with their use and operation of Barangaroo Central.

~~. If the Notice of Offer differentiates between various periods, then the BDA must also specify to which of these periods its acceptance relates.~~

(b) If the Barangaroo Delivery Authority~~BDA~~ accepts, under clause 75.2(a), the offer set out in the Notice of Offer, the ~~Surplus-RW~~ Supplier must, subject to clause 75.2(c), ~~use reasonable endeavours to~~ provide the Barangaroo Delivery Authority~~BDA~~ with the amount of Surplus Water which the Barangaroo Delivery Authority~~BDA~~ has accepted under clause 75.2(a) and on the terms set out in the Notice of Offer. The Barangaroo Delivery Authority~~BDA~~ must pay to the ~~Surplus-RW~~ Supplier an amount equal to price per kL and on the terms set out in the Notice of Offer, for that quantity of ~~Surplus~~ Recycled Water supplied by the ~~Surplus-RW~~ Supplier.

- (c) If the ~~RW~~Surplus Supplier is hindered in performing its obligations under this clause 75.2 by a Force Majeure event, performance of those obligations is suspended to the extent that is reasonable in the circumstances.
- (d) The ~~Surplus~~RW Supplier must notify the Barangaroo Delivery Authority~~BDA~~ after it becomes aware of any Force Majeure event affecting its ability to comply with its obligations under this clause 75.2 and the steps taken to remedy it.
- (e) The ~~Surplus~~RW Supplier must notify the Barangaroo Delivery Authority~~BDA~~ promptly after the Force Majeure event ceases.

~~75.4~~75.3 **Supply to ~~T~~hird ~~P~~arty**

- (a) This clause 75.3 only applies during a GUS Period.
- (b) ~~If, an Offer Notice is served on the BDA and following expiry of the period set out in clause 75.3, Surplus Water remains uncommitted, Subject to complying with its obligations pursuant to clauses 75.1 and 75.2, the~~ Surplus~~RW~~ Supplier may offer to supply to a third party ~~(including any person who is not an owner or occupier of land within Barangaroo) (Third Party Buyer)~~ any uncommitted Recycled ~~Surplus Water on the condition that the Surplus Supplier offers the Surplus Water at a price equal to or greater than that set out in the Offer Notice for the same period as that set out in the Offer Notice.~~

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

The Developer may in its absolute 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 72.6 ("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.

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 ("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.

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

These provisions apply if a Subdivision Plan or new building management statement is to be registered for Barangaroo South according to this clause 79 or as a consequence of the Developer's rights under this part 8:

- (a) 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) is deemed to be a vote in favour of the relevant Unanimous Resolution; and
- (b) Owners and Occupiers must give any consents required to repeal this management statement.

79.5 Amendment to this management statement

These provisions apply if an amendment to this management statement is required according to this clause 79 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 Schedule 1, 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.

Barangaroo South – Building Management Statement

Part 9 Miscellaneous

82 How to resolve Disputes

82.1 Interpretation

For the purpose of this clause 82, “party” or “parties” means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

82.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 82.

82.3 Dispute Notice

A party may give another party a Dispute notice if they are unable to resolve their Dispute under clause 82.2 (“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.

82.4 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.

82.5 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 82; and
- (ii) nothing in this clause 82 prevents the parties from commencing court proceedings at any time seeking urgent interlocutory relief.

82.6 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.

82.7 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.

82.8 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.

82.9 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.

82.10 Binding effect

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

82.11 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 82, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

82.12 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.

83 How to serve notices

83.1 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.

83.2 When does a notice take effect?

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

83.3 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).

83.4 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.

83.5 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.

83.6 Receipt - general

Despite clause 83.3 ("Receipt - post") and clause 83.4 ("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.

83.7 Notices to the Committee

A notice (or other document) intended for the Committee must be served in accordance with the methods provided under clause 83.1 ("Methods of serving notices") to the Manager, or if the Committee has not appointed a Manager, the Chairperson.

84 GST

84.1 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.

84.2 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.

84.3 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.

84.4 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.

84.5 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.

84.6 Interpretation

Words or expressions used in this clause 84 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause.

85 General

85.1 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.

85.2 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.

85.3 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.

85.4 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.

85.5 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.

85.6 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.

86 Trustee limitation of liability

86.1 Application of clause

This clause 86 applies only to Trustee Members.

86.2 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 86.4 ("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.

86.3 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).

86.4 Circumstances where limitation does not apply

The provisions of this clause 86 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.

87 Custodian limitation of liability

87.1 Application of clause

This clause 87 applies only to Custodian Members.

87.2 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 87.5 ("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.

87.3 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 87.5 ("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 87.3(c),

provided that the Custodian Member shall use its best endeavours to exercise its right of indemnity against the Scheme Assets.

87.4 Acknowledgment of limitations

Subject to clause 87.5 ("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.

87.5 Custodian Member's personal liability

The limitations of the Custodian Member's liability in clause 87.2 ("Capacity and limitation of liability") and 87.3 ("Limited recourse"), and the restrictions on the rights of Members, Owners and Occupiers under clause 87.4 ("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

88 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~~⁷.

Active Car Parks means each car parking space within Barangaroo South which is subject to a Ground Lease. Active car parks include any car parking space shown on a Strata Plan.

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~~⁴ ("Appointment Form").

Asset Sale Agreement means an asset sale agreement substantially in the form attached in Schedule ~~9~~¹⁰.

Barangaroo has the meaning given to that term in the *Barangaroo Delivery Authority Act 2009* (NSW).

Barangaroo Central means the land described, as at the date of this statement, as [Insert real property descriptions]. *[Drafting note: to be all Barangaroo land other than Barangaroo South and the Barangaroo Headland Park]*

Barangaroo Central Tenants means the tenants, from time to time, under leases granted by the BDA in relation to the land and improvements located within Barangaroo Central.

Barangaroo Delivery Authority or **BDA** 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 Barangaroo Delivery Authority.

Barangaroo Delivery Authority Reserve Power is defined in clause 4.8 ("Barangaroo Delivery Authority Reserve Power").

Barangaroo Headland Park has the meaning given to that term in the *Barangaroo Delivery Authority Act 2009* (NSW).

Barangaroo Innovation Centre means []. *[Drafting note: the relevance of the Barangaroo Innovation Centre to this management statement is to be considered further by the Owner and the Developer.]*

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 Barangaroo Central and Barangaroo Headland Park) which is comprised of lots [] in DP[], and:

- (a) includes any additional land which the Developer decides under part 8 will form part of Barangaroo South; and
- (b) excludes any part of lots [] in DP [] which the Developer decides under part 8 ("Development Works, subdivisions and replacement management statements") will not form part of Barangaroo South.

Barangaroo Stage 1 Project Development Agreement means the document entitled Barangaroo Stage 1 Project Development Agreement dated 5 March 2010 between BDA, 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.

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 8⁹.

Call Option Period means the period commencing on and from the Call Option Period Commencement Date and expiring [*insert*] 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 Owners").

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~~4~~ to this management statement.

Carpark Accessway - see the definition in Schedule 1 ("Shared Facilities Table"). *[Drafting Note: Definition to be revised once Shared Facilities Table is agreed]*

CCW Lot means lot *[insert]* in DP*[insert]*. *[Drafting note: on the expectation that this particular lot will be created as part of the initial plan of stratum subdivision, the relevant title particulars of this lot may be inserted at the time of registration of this BMS.]*

Chairperson means the chairperson of the Committee.

Commercial Lots means Lots on which are erected structures comprising predominantly office or hotel uses, being the Lots of which the [C1 Owner, the C2 Owner, the C3 Owner, the C4 Owner, the C5 Owner, the C6 Owner, the C7 Owner and ~~the C8 Owner and the H1 Owner~~] are the Owners.

Commercial Owners means the Owners from time to time of Commercial Lots, except for the Developer.

Commercial Residential Premises means hotels, motels, inns, hostels, boarding houses, caravan parks, camping grounds and establishments that provide residential premises similar to hotels, motels, inns, hostels and boarding houses.

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 Barangaroo Delivery Authority to an Owners Corporation.

Common Property Lot means the premises the subject of a Common Property Lease.

Council means the Council of the City of Sydney.

Core Commercial Hours means the hours between 8am and 6pm on a Business Day.

Cost Review Report means a report prepared by an expert consultant which complies with clause 57.6(d) recommending the apportionment of costs of a Shared Facility amongst Members Benefitted.

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.

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.

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 [*insert*] in DP[*insert*]. [*Drafting note: on the expectation that this particular lot will be created as part of the initial plan of stratum subdivision, the relevant title particulars of this lot may be inserted at the time of registration of this BMS.*]

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

Grantee means a Member who is benefited by an Easement in respect of a Shared Facility.

Grantor means a Member who 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 or a GU Related Lot (as relevant) or in the site of any Easement benefitting the relevant 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, the RW Lot and a GU Related 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 or a GU Related Lot (if clause 65(c) applies).

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 *A 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.

GU Related Lot means a lot or an easement within Barangaroo South within which energy is generated by the Supplier of Green Utilities from the CCW Lot (and includes any easement benefitting a GU Related Lot).

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:

- (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 C3, C4 and C5 (as described in Schedule ~~7~~⁸) are Large Buildings. **Drafting Note: definition may be updated to specify certain 'Large Buildings' if they are identified prior to registration.**

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 *[insert]* which are available for use by *[insert]*.

Loading Dock Stage 1B means the loading dock areas on levels *[insert]* which are available for use by *[insert]*.

Lot means a Strata Lot, a Common Property Lot and a Stratum Lot.

Major Commercial Members means an Owner under a Principal Ground Lease.

Manager means the strata managing agent appointed by the Committee under clause 11 ("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) 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~~ Rights);
- (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 Sale has the meaning given to that term in clause 75.1(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.

Optional Election 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~~Matter, the Barangaroo Delivery Authority has not exercised its right to the 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 ~~Matter~~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 BDA, 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 in respect of a Lot, the Owner is taken to be:

- (iii) the lessee recorded in the folio identifier of that Lot as entitled to a leasehold estate in that Lot for the time being; and
- (iv) 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
- (v) 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 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 Ground Lease means a Ground Lease over C3, C4, C5 or another Large Building.

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~~⁶ ("Proxy Form").

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 Commercial Residential Premises.

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.

Retail Lots means Lots on which are erected structures comprising predominantly retail uses, being [].

Retail Owners means the Owners from time to time of Retail Lots, except for the Developer.

Rules means rules made by the Committee according to clause 8.5 ("Making Rules").

RW Lot means lot [*insert*] in DP[*insert*]. []

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.

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 ("Green Utilities becomes Shared Facility and end of GUS Period").

Shared Facilities Plan means the plan in schedule 23 ("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 an 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 ~~Matter~~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 ~~Matter~~Power, the Barangaroo Delivery Authority has not exercised its right to the 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 ~~Principal~~ 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[], and each plan which further subdivides any lot in DP[].

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.

~~**Surplus Water** has the meaning given to that term in clause 75.1.~~

Surrender of Lease means a surrender of lease form 07DL completed with the relevant details of the sub lease of the Green Utility Lot.

Suspension Notice has the meaning given in clause 73.4(a) ("Committee Capital Improvement Plan Request").

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 ~~Matter~~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 ~~Matter~~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".

89 Interpretation

89.1 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) and assigns; and
- (h) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) 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.

89.2 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.

EXECUTED as a deed.

Barangaroo South – Building Management Statement

Schedule 1 - Shared Facilities Table

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 Building Management Statement:

- 1. **C3** means the C3 Owner;
- 2. **C4** means the C4 Owner;
- 3. **C5** means the C5 Owner;
- 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. **Basement 1a** {Drafting note: definition to be inserted as development progresses}~~

~~9. **Basement 1b** {Drafting note: definition to be inserted as development progresses}~~

~~10. **Basement 1c** {Drafting note: definition to be inserted as development progresses}~~

~~11. **H1**~~ means the H1 Owner;

~~12. **R4 & R5 Retail**~~ means the R4 & R5 Retail Owner

~~13. **R4 Residential**~~ means the R4a and R4b Residential Owner

- 14.11. **R5 Residential** means the R5 Residential Owner
- 15.12. **RL** (Residue Lot) means the future development lots

Part B – Table of Shared Facilities

The principals 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 then costs will rise and fall accordingly. Should during the life of the asset the methodology be determined to no longer properly reflect usage then the Shared Services 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 but 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.

Contents:

- 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

[NOTE: This table remains subject to review]

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.	
1.0	Administration					
1.1	Administration & Management					
1.1.1	Auditor	Appointed by BMC to audit its financial accounts as noted in the Building Management Statement. Includes all costs to perform this role.	C3, C4, C5, 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.	
1.1.2	Facility Manager	Appointed by the BMC to manage the shared facilities. Includes Facility Manager's <u>management fee</u> , staff salaries and on-costs and all other related costs to perform this role including all incidental costs such as <u>office costs</u> , <u>equipment hire</u> , phone, computer, furniture etc.	C3, C4, C5, 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 <u>Management Fees</u> , salary and <u>on-costs</u> , disbursements and all other related costs to perform this role.	C3, C4, C5, 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)
1.1.4	Consultants and Advisors	<p>Consultants and Advisors appointed to provide technical advice on the Management of the Shared Facilities. This may include but is not limited to</p> <ol style="list-style-type: none"> Traffic Management consultancy Engineering advice and consultancy on systems and replacement and upgrade as required Project Management 	<p>C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots Bike Lot</p>		<ol style="list-style-type: none"> Metered Usage; Measured Usage; By Area (GFA); By Car Space Numbers; Other / Forecast.
1.2	Insurance				
1.2.1	<p>Insurances - Damage Policy pursuant to clause 3, Schedule 8A <i>Conveyancing Act 1919</i> (NSW) and with s83 of the Strata Schemes management Act 1996 for the relevant owners corporation members</p>	<p>The damage policy must provide for:</p> <ul style="list-style-type: none"> 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 	<p>C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots. Bike Lot</p>	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)
		<ul style="list-style-type: none"> of debris; and the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration. <u>Incident management costs relative to make safe emergency works required directly after a significant incident of destruction.</u> 			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
1.2.2	Other Insurance	<p>Costs for insurance include those required under clause 4 of Schedule 8A of the <i>Conveyancing Act 1919</i> (NSW) and s88 of the Strata Schemes Management Act 1996 for the relevant owners corporation members including, without limitation:</p> <ul style="list-style-type: none"> 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 	C3, C4, C5, R8 4 & R9 Residential, R8 4 & R9 Retail, <u>R4 & R5 Retail</u> , <u>R4 Residential</u> , <u>R5 Residential</u> , <u>H1</u> , Infrastructure Lots 4 , Bike Lot 5	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)
		<ul style="list-style-type: none"> premiums under other policies effected by the Committee according to this building management statement; excesses on insurance policies effected by the Committee; covered under 1.6.1 insurance broker fees; and other costs incurred by the Committee to effect insurances for Barangaroo South; <u>Legal Costs in respect of managing and defending claims</u> 			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
1.43	Valuations				
1.4.1	Valuations prepared for insurance purposes as required by the BMS	As required by Clause 13.6 of the Building Management Statement; <u>Preparation of detailed valuation briefs relative to each component of the shared facility.</u>	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Infrastructure Lots Bike Lot _g	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:	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)
		<ul style="list-style-type: none"> all periodic cleaning and rubbish removal from shared facility rooms and areas; periodic cleaning of all fixtures and fittings within the shared basement areas including but not limited to kerbs, gutters, bollards, walls, signage, light fittings, ventilation outlets and exposed ductwork, loading docks and all vehicle access ways; <u>and</u> all cleaning materials and consumables; 	C3, C4, C5, 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.
2.1.2	Cleaning – Bike Lot	<p>Includes the following:</p> <ul style="list-style-type: none"> 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, <u>towel, garbage and recycling receptacles</u>, ventilation outlets and exposed ductwork, loading docks & all vehicle access ways; <u>and</u> all cleaning materials and consumables including any laundry and / or towel service that may be implemented; <p>Note: in relation to the minimum frequency and service level of cleaning within the change rooms and shower areas it will need to be agreeable by all Members Benefited. Services above this agreed minimum will be payable directly by the Lot Owner(s) requesting it.</p>	C3, C4, C5, RL	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	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)
					1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
		and globes in shared rooms and areas within the basement, including labour costs _a	Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail _a Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _a		
2.3	Pest Control				
2.3.1	Pest Control	Includes the periodic and reactive treatment of shared areas to prevent pest & vermin infestation throughout the basements.	Associated with Basement 1a: C3, C4, C5 R8 & R9 Residential, R8 & R9 Retail _a Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _a	Essential	3. By area - GFA
2.4	Shared Equipment				
2.4.1	Elevated Work Platform/s 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.	C3, C4, C5 _a	Essential	3. By area - GFA
2.4.2	Shared vehicles	Includes the planned and reactive maintenance and replacement and operational expenses _a <u>insurances</u> and licence requirements for all shared basement vehicles. This is expected to include golf buggy type vehicle/s and trailers or similar for use to transport	Associated with Basement 1a: C3, C4, C5 _a R8 & R9 Residential, R8 & R9 Retail _a	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)
		waste, equipment, staff and materials around the basement.	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.
2.5	Waste Removal				
2.5.1	Centralised Waste & Recycling processing and removal	<p>This includes:</p> <ul style="list-style-type: none"> 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 <u>including the cleaning of all associated waste areas & equipment</u>; 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; <u>and</u> repairs and maintenance of fixtures and fittings (eg bump guards, <u>lanks, pumps, piping, hobs, hose points and drains</u>); 	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail; Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential.	Essential	2. Measured Usage - Apportioned on % of total weight of waste collected and disposed of.

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)
3.0	Infrastructure & Systems				
3.1	Fire Systems located on in the Basements				
3.1.1	Central Sprinkler Tank, Central Basement Booster, Central Basement / Precinct Fire Control Room and shared connections between Basement Ring Mains	Includes the following: <ul style="list-style-type: none"> all planned testing and reactive repairs required to maintain the fire and life safety systems to the required standards, <u>and</u> <u>Certification requirements of the fire systems and any consultancy costs required for ongoing certification including evacuation training and testing and nomination of fire wardens.</u> 	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots, * Bike Lot	Essential	3. By area - GFA
3.1.2	Fire Hydrant and Sprinkler Systems			Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential 3. By area - GFA
3.1.3	Fire Pump Rooms <u>including all booster pumps, valves, storage tanks, pipework and associated electrical components</u>				
3.1.4	Fire Hose Reels, Fire Extinguishers and Fire Hydrants				

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.
3.1.5	Emergency Warning Intercommunication System (EWIS) <u>and fire alarm systems including speakers, alarms and associated electrical components</u>				
3.1.6	Fire Detection System <u>including all fire, smoke and heat detectors including associated electrical components</u>				
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 <u>including all motors, fans, ducting, grilles, filters and electrical components</u>				
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				
	<u>Fire Evacuation Training</u>				
3.2	Lifts				
3.2.1	Lifts for access between				
		Includes the registration, maintenance and repair and	C3, C4, C5, RL _a	Essential	5. Other - By shower allocation

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.
	Ground Level and Basement 1a Bike amenity areas	compliance costs for the lifts servicing the bike amenity including the phone / intercom communication costs. <u>Includes lift monitoring system.</u>			
3.2.2	Any other lifts that are shared (ie. not dedicated to a building)	<u>compliance costs for the lifts servicing the bike amenity including the phone / intercom communication costs. Includes lift monitoring system.</u>	<u>Associated with Basement 1a:</u> C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, <u>Associated with Basement 1b:</u> R4 & R5 Retail, R4 Residential, R5 Residential.	<u>Essential</u>	<u>3. By Area – GFA</u>
3.3	Shared Infrastructure				
3.3.1	Stormwater system	Includes all maintenance, repair and replacement works associated with the stormwater system including sumps, tanks, pollutant / silt traps, pumps, signage and pipe painting etc required to meet authority requirements.	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot, Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential, C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, <u>Retail</u> R4 & R5 Retail,	Essential	3. By Area - GFA
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, and drain lines.		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)
			R4 Residential, R5 Residential, H1 _u		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
3.3.3	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: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots _u *Bike Lot _u Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _u	Essential	5-Other - Apportioned as per generator design load allocation 3. By Area - GFA
4.0	Management / Control Systems				
4.1	Control Systems				
4.1.1	Shared Basement Air-conditioning and Ventilation Systems	Includes the planned and reactive maintenance and replacement of all air conditioning and ventilation systems serving the basement shared areas <u>and annual certification as required by authorities</u> . This includes any actuator used for air conditioning control e.g. Air or chilled water flow _u . <u>It includes all air supply plenums and exhausts and ductwork and the mechanical ventilation systems including exhaust risers and the supply fans systems, the ducts servicing the exhaust risers and fan motors housing.</u>	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots. Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _u C3, C4, C5, RL _u	Essential	3. By Area - GFA
	Dedicated Basement Air-conditioning and Ventilation			Essential	5. Other - By shower allocation

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.
4.1.2	Systems - Bike Lot Basement Building Management Control System (BMCS)	Includes the planned and reactive maintenance and replacement of Building Management & Control System serving the basement shared areas. This includes all head ends, control panels, hardware, software and devices e.g. temperature sensors.	Associated with Basement 1a: C3, C4, C5, 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
4.1.3	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.	Associated with Basement 1a: C3, C4, C5, 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.	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail,	Optional	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)
			*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.
4.2	Management systems				
4.2.1	Contractor Induction System	Includes the planned and reactive maintenance and replacement to all management systems for the basement. This includes all head ends, control panels, hardware, software and consultants fee.	Associated with Basement 1a: C3, C4, C5, 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
4.2.2	Contractor Management System				
4.2.3	Basement Energy Management System				
4.2.4	Basement Open Building System Integration (OBSI) System				
4.2.5	Basement Work Order Request & Management System				
4.2.5	Other Basement Management System/s				
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. Is monitoring included? R8 & R9	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *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)
		Residential,	Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential; <u>C3, C4, C5.</u>		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
	<u>Basement Security Response Manning</u>	<u>Includes the provision of additional security guards and manned access control and car inspection during a heightened period of security awareness.</u>		<u>Optional</u>	<u>3. By Area – GFA</u>
4.3.2	Key Management System	Includes the cabinet and any other related hardware of software provision, planned and reactive maintenance.		Optional	2. Measured – by number of keys contained in the Management System as a prorate share. <u>3. By Area – GFA</u>
4.3.3	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
4.3.4	2-way Radio System	This includes all required antennae, repeaters, base station and related management software, hardware.	C3, C4, C5	Essential	3. By Area - GFA
4.3.5	Basement Digital Antennae Systems (DAS)	Includes head end, cables, antennae and all associated equipment and maintenance thereof.	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots; *Bike Lot; Associated with Basement 1b (not including shared structures with Basement 1c): Basement 1c: R4 & R5 Retail,	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)
4.3.6	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.	R4 Residential, R5 Residential, C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot, R4 & R5 Retail, R4 Residential, R5 Residential, H1.	Essential	3. By Area - GFA
4.3.7	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.			
5.0	Shared Structure, Areas, Access ways & Rooms				
5.1	Basement Structure				
5.1.1	Basement structure	Includes but not limited to all inspections and, planned and reactive maintenance and replacement of any shared: <ul style="list-style-type: none"> diaphragm wall including seawater inlet and outlet points all floor slabs, expansion joints, and walls that form the basement perimeter. 	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots, *Bike Lot, Associated with Basement 1b (not including shared structures with Basement 1c): R4 & R5 Retail, R4 Residential, R5 Residential, Shared Basement 1b and Basement 1c	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)
			Structure: R4 & R5 Retail, R4 Residential, R5 Residential, H1 _s		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.2	Basement Vehicle Access ways				
5.2.1	Includes all Basement areas used for vehicle 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 _s	Includes all planned and reactive maintenance and replacement of: <ul style="list-style-type: none"> • blind spot mirrors and wheel stops • <u>General traffic signage (speed limits, yielding, give way, stop signage etc.)</u> • <u>surface finish</u>, line marking and directional signage of access ways_s. Note: tenant <u>or resident</u> specific signage on car park bays, car park bay marking and numbering to be at <u>direct</u> cost of Lot Owner • speed control devices <u>including speed humps</u>; • <u>lighting</u> to the car park area and access ways_s • <u>Traffic light system</u> • <u>Roller gates/shutters and card readers</u> • <u>Preparation and ongoing management and adherence to a Traffic Management and Traffic Management Safety Plan. Note: tenant or resident specific roller</u> 	Associated with Basement 1a: C3, C4, C5, R8 4 & R9 Residential, R8 4 & R9 Retail, *Infrastructure Lots _s *Bike Lot _s Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _s	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)																																																																																
		<u>gates/shutters & car readers are to be the direct cost of Lot Owner.</u>			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.																																																																																
5.3	Bicycle and Amenities Area																																																																																				
5.3.1	Change Rooms, amenity and access way areas located in Basement 1a	<p>Includes cleaning and maintenance of change rooms, amenity areas, <u>shared common areas, amenities</u> and access paths. This includes:</p> <ul style="list-style-type: none">• 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 <u>and</u>• maintenance and repair of drinking fountains, <u>shared common areas furniture and equipment.</u>	C3, C4, C5, and RL ₂	Essential	5. Other - By Shower allocation																																																																																
<table><tr><th>#</th><th>Showers</th><th>Lockers</th><th>Lot</th></tr><tr><td>1</td><td>10</td><td>100106</td><td>C3</td></tr><tr><td>2</td><td>5</td><td>5052</td><td>C3</td></tr><tr><td>3</td><td>5</td><td>5056</td><td>C3</td></tr><tr><td>4</td><td>405</td><td>400262</td><td>C3C</td></tr><tr><td>5</td><td>35</td><td>3500</td><td>C3C</td></tr><tr><td>6</td><td>34</td><td>34034</td><td>C3R</td></tr><tr><td>7</td><td>510</td><td>48102</td><td>C4</td></tr><tr><td>8</td><td>510</td><td>50110</td><td>C4</td></tr><tr><td>9</td><td>406</td><td>40054</td><td>C4</td></tr><tr><td>10</td><td>404</td><td>40060</td><td>C4</td></tr><tr><td>11</td><td>410</td><td>56120</td><td>C4C</td></tr><tr><td>12</td><td>4</td><td>3040</td><td>C4C</td></tr><tr><td>13</td><td>54</td><td>4538</td><td>C5C</td></tr><tr><td>14</td><td>48</td><td>4052</td><td>C5</td></tr><tr><td>15</td><td>45</td><td>4570</td><td>C5</td></tr><tr><td>16</td><td>48</td><td>45144</td><td>C5</td></tr><tr><td>17</td><td>48</td><td>4550</td><td>C5C</td></tr><tr><td>18</td><td>54</td><td>4550</td><td>C5</td></tr><tr><td>19</td><td>54</td><td>5016</td><td>RLC</td></tr></table>						#	Showers	Lockers	Lot	1	10	100 106	C3	2	5	50 52	C3	3	5	50 56	C3	4	40 5	400 262	C3 C	5	35	350 0	C3 C	6	34	340 34	C3 R	7	510	4810 2	C4	8	510	50110	C4	9	406	40054	C4	10	404	40060	C4	11	410	56120	C4 C	12	4	3040	C4 C	13	54	4538	C5 C	14	48	4052	C5	15	45	4570	C5	16	48	45144	C5	17	48	4550	C5 C	18	54	4550	C5	19	54	5016	RL C
#	Showers	Lockers	Lot																																																																																		
1	10	100 106	C3																																																																																		
2	5	50 52	C3																																																																																		
3	5	50 56	C3																																																																																		
4	40 5	400 262	C3 C																																																																																		
5	35	350 0	C3 C																																																																																		
6	34	340 34	C3 R																																																																																		
7	510	4810 2	C4																																																																																		
8	510	50110	C4																																																																																		
9	406	40054	C4																																																																																		
10	404	40060	C4																																																																																		
11	410	56120	C4 C																																																																																		
12	4	3040	C4 C																																																																																		
13	54	4538	C5 C																																																																																		
14	48	4052	C5																																																																																		
15	45	4570	C5																																																																																		
16	48	45144	C5																																																																																		
17	48	4550	C5 C																																																																																		
18	54	4550	C5																																																																																		
19	54	5016	RL C																																																																																		

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.																															
					<table><tr><td>20</td><td>4</td><td>46</td><td>5</td></tr><tr><td>21</td><td>4</td><td>54</td><td>C5</td></tr><tr><td>22</td><td>5</td><td>48</td><td>C5</td></tr><tr><td>Tot</td><td>107</td><td>1,055</td><td>n/a</td></tr></table> Summary: <table><tr><td>C3</td><td>38</td><td>412</td></tr><tr><td>C4</td><td>48</td><td>498</td></tr><tr><td>C5</td><td>42</td><td>510</td></tr><tr><td>RL</td><td>4</td><td>40</td></tr><tr><td>Tot</td><td>132</td><td>1460</td></tr></table>	20	4	46	5	21	4	54	C5	22	5	48	C5	Tot	107	1,055	n/a	C3	38	412	C4	48	498	C5	42	510	RL	4	40	Tot	132	1460
20	4	46	5																																	
21	4	54	C5																																	
22	5	48	C5																																	
Tot	107	1,055	n/a																																	
C3	38	412																																		
C4	48	498																																		
C5	42	510																																		
RL	4	40																																		
Tot	132	1460																																		
5.3.2	Bike rack areas located on Basement Level 1	The repair and maintenance of the bike rack areas and its fittings and fixtures. This includes: <ul style="list-style-type: none">the bike racks: <u>and</u><u>flooring</u>;<u>Ancillary equipment as provided e.g. lounges, TV, ironing facilities and clothes airing devices</u> Note: 400 bike spaces will be exclusively provided to C4 (by inclusions in a separating cage) as shown in the Shared Facilities Plan.	-C3, C4, C5, and RL	Essential	5. By bike space allocation <table><tr><th>Lot</th><th>Bikes</th></tr><tr><td>R4</td><td>34</td></tr><tr><td>C3</td><td>337340</td></tr><tr><td>C4</td><td>487510</td></tr><tr><td>C5</td><td>252261</td></tr><tr><td>Total</td><td>1110111</td></tr></table>	Lot	Bikes	R4	34	C3	337 340	C4	487 510	C5	252 261	Total	1110 111																			
Lot	Bikes																																			
R4	34																																			
C3	337 340																																			
C4	487 510																																			
C5	252 261																																			
Total	1110 111																																			
5.4	Corridor areas (Back of House)																																			
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	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail	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)
		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: <ul style="list-style-type: none"> the maintenance, painting painting and cleaning of walls, floor finishes and exposed services. Safety and directional signage? 	*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.
5.5	Electrical & Communications Rooms				
5.5.1	Shared switch rooms	Includes the repair and maintenance of all fixtures and fittings within the shared switch rooms including all electrical meters and sub-meters, electrical wires, cables and ducts exclusively servicing the Shared Facilities	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, BDA *Infrastructure Lots:- *Bike Lot Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential	Essential	3. By Area - GFA
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	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, BDA	Essential	3. By Area - GFA (for planned preventative maintenance) 5. Other – (For reactive repair and replacement) apportionment as per