

Annexure 1 - Construction Zone Licence

The terms and conditions of the Construction Zone Licence granted pursuant to clause 14.1 are set out in this Annexure 1.

Paragraph references in italics are paragraphs in this Annexure 1.

1. Grant of non-exclusive licence

The Authority grants to LLMP a non-exclusive licence to LLMP and LLMP's Employees and Agents to access and use the Crown Secured Area in order to:

- (a) do all things necessary to carry out the Crown Works and complete the Crown Project in accordance with the obligations under this deed;
- (b) do all things necessary to carry out and complete the LLMP Works in accordance with the obligations under this deed and the PDA; and
- (c) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this licence. Crown consents to the grant of the Construction Zone Licence to LLMP under *paragraph 1*.

2. Licence term

The Construction Zone Licence:

- (a) commences on the Commencement Date; and
- (b) expires, or terminates in the case of *paragraph 2(b)(iii)*, on the date which is the earlier of:
 - (i) 11:59pm on the day immediately prior to the Lease Commencement Date of a Lease of the Crown Site over that portion of the Crown Site on which the Premises the subject of a Lease are situated (and this licence remains in effect over the remainder of the Crown Secured Area);
 - (ii) the Date of Practical Completion of the whole of the Crown Works; or
 - (iii) termination of this deed.

3. Use of the Crown Secured Area

LLMP must not use the Crown Secured Area for any purpose other than as provided in *paragraph 1* and will not do anything in or about the Crown Secured Area which may constitute a breach of LLMP's obligations under the Code.

4. Site co-ordination

- (a) LLMP acknowledges that the Authority may grant a construction zone licence to another person for the purposes of construction over a part of Barangaroo.
- (b) In the circumstance described in *paragraph 4(a)*, LLMP will make no objection to the Authority granting a construction zone licence over that part of the Crown Secured Area that is reasonably necessary in connection with the works to be carried out by that other person, provided a site co-ordination agreement is entered into by such person pursuant to *paragraph 4(c)*.

- (c) This Construction Zone Licence is granted on the basis LLMP agrees that where a construction zone licence is granted over any part of Barangaroo to another person (in the circumstances referred to in *paragraph 4(a)* above), it will negotiate with the Authority, Crown and the other person in good faith, act reasonably and, once agreed, sign a site co-ordination agreement with a view to co-ordinating access to various parts of Barangaroo to the extent that different persons have access under separate construction zone licences.

5. Foreshore Access

- (a) LLMP is not required to obtain the consent of the Authority before:
- (i) undertaking any Works which it reasonably believes may disturb safe and continuous access to and use of the harbour foreshore; and
 - (ii) closing pedestrian access to the harbour foreshore or any part of it for the purposes of carrying out such Works,
- but must give the Authority at least 10 Business Days' notice before any such closure.
- (b) LLMP will use its reasonable endeavours to maintain pedestrian access along the harbour foreshore for periods consistent with the Staging Plans.
- (c) If reasonably requested by the Authority, LLMP must provide a brief report giving details of the likely period and timing of any proposed disturbance to safe and continuous access to and use of the harbour foreshore, and its method of minimising to the extent practicable that disturbance (including by diverting pedestrian traffic).

6. LLMP obligations

6.1 No proprietary interest

LLMP:

- (a) does not have exclusive possession or occupation of the Crown Secured Area; and
- (b) is not a tenant of the Authority.

6.2 Care of Crown Secured Area

From the commencement date of the Construction Zone Licence, LLMP:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees and Agents to the Crown Secured Area; and
- (b) must not make any structural additions to the Crown Secured Area other than in accordance with this deed.

6.3 Expiry or termination of term

On or before the expiry or termination of this Construction Zone Licence, LLMP must Vacate those parts of the Crown Secured Area which are not part of the Premises.

6.4 Transfer and other dealings

LLMP must not transfer, assign, sub-licence (other than the Construction Zone Sub-Licence) or grant an encumbrance over or otherwise deal with the land the subject of Crown Secured Area or with this licence.

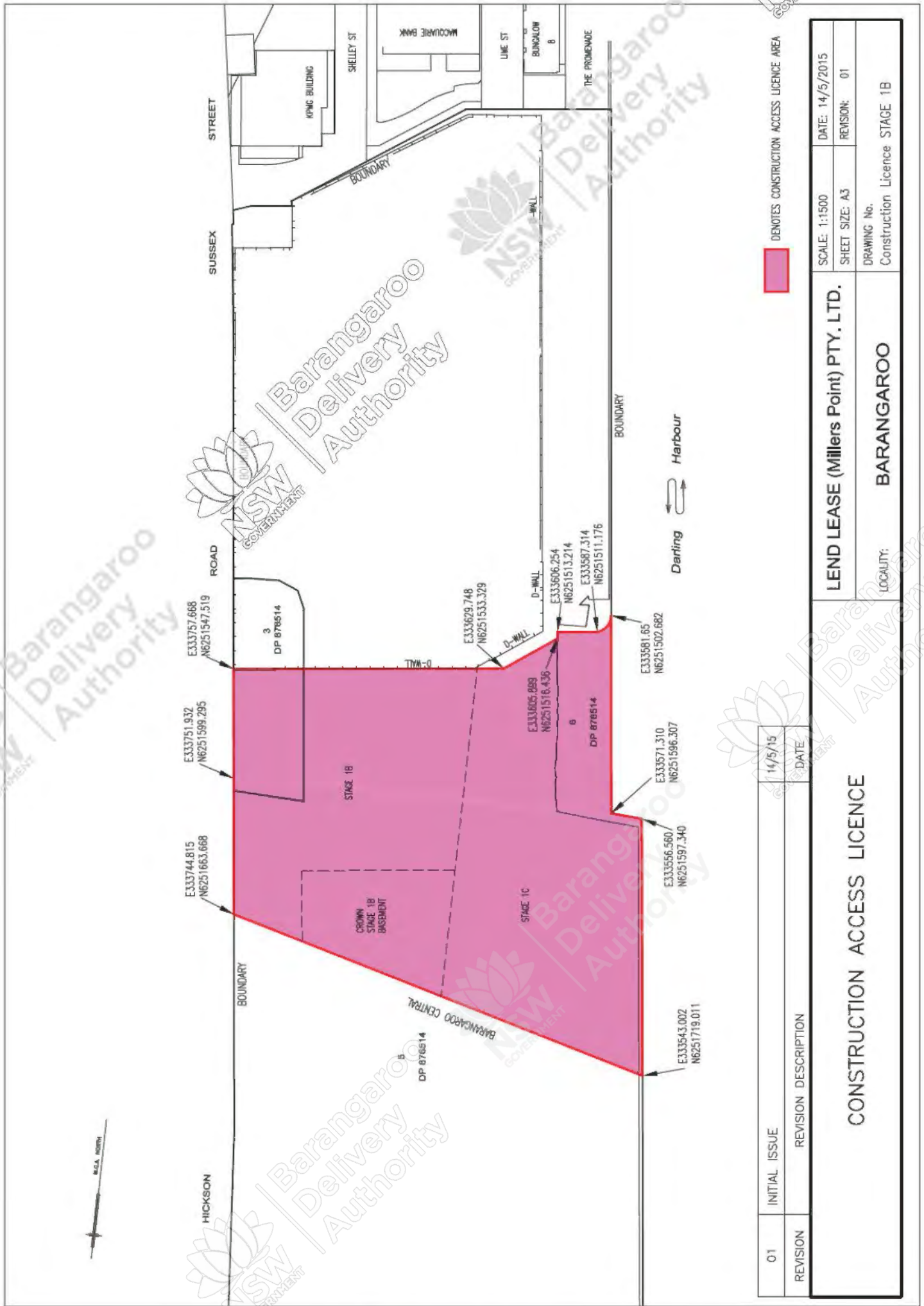
6.5 Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include the Crown Secured Area to the intent that those clauses are taken to be part of this licence.

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6.6 Defined terms

Capitalised terms not defined in this licence, but used in this licence have the same meaning as in clause 7.1.



REVISION	INITIAL	ISSUE
01		14/5/15

REVISION	DESCRIPTION	DATE
01		14/5/15

SCALE: 1:1500	DATE: 14/5/2015
SHEET SIZE: A3	REVISION: 01
DRAWING No.	CONSTRUCTION Licence STAGE 1B
LOCALITY: BARANGAROO	

LEND LEASE (Millers Point) PTY. LTD.	
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DEMOTES CONSTRUCTION ACCESS LICENCE AREA

Annexure 2 - Construction Zone Sub-Licence terms

The terms and conditions of the Construction Zone Sub-Licence granted pursuant to clause 14.1 are set out in this Annexure 2.

Paragraph references in italics are paragraphs in this Annexure 2

1. Grant of non-exclusive sub-licence

LLMP grants to Crown a non-exclusive sub-licence to Crown and Crown's Employees and Agents to access and use the Crown Secured Area in order to:

- (a) do all things necessary to carry out the Crown Works and complete the Crown Project in accordance with Crown's obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2* subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Construction Zone Sub-Licence to Crown under *paragraph 1*

2. Sub-licence term

The Construction Zone Sub-Licence:

- (a) commences on the Commencement Date; and
- (b) expires or terminates:
 - (i) if the Construction Zone Licence expires (whether with respect to the whole of the Crown Secured Area or a part over which a Lease has been granted), at 11:59pm on the date which is one day prior to the date which is the expiry date of the Construction Zone Licence with respect to that whole or part of the Crown Secured Area; or
 - (ii) if the Construction Zone Licence or this deed terminates, immediately upon termination of the Construction Zone Licence or this deed (as applicable).

3. Use of the Crown Secured Area

Crown must not use the Crown Secured Area for any purpose other than as provided in *paragraph 1* and will not do anything in or about the Crown Secured Area which may constitute a breach of LLMP's or Crown's obligations under the Code.

4. Site co-ordination

- (a) Crown acknowledges that the Authority may grant a construction zone licence to another person for the purposes of construction over a part of Barangaroo.
- (b) In the circumstance described in *paragraph 4(a)*, Crown will make no objection to the Authority granting a construction zone licence over that part of the Crown Secured Area that is reasonably necessary in connection with the works to be carried out by that other person, provided a site co-ordination agreement is entered into by such person pursuant to *paragraph 4(c)*.
- (c) This Construction Zone Sub-Licence is granted on the basis Crown agrees that where a construction zone licence is granted over any part of Barangaroo to

another person (in the circumstances referred to in *paragraph 4(a)* above), it will negotiate with the Authority, LLMP and the other person in good faith, act reasonably and, once agreed, sign a site co-ordination agreement with a view to co-ordinating access to various parts of Barangaroo to the extent that different persons have access under separate construction zone licences.

5. Foreshore Access

- (a) Crown is not required to obtain the consent of the Authority before:
 - (i) undertaking any Works which it reasonably believes may disturb safe and continuous access to and use of the harbour foreshore; and
 - (ii) closing pedestrian access to the harbour foreshore or any part of it for the purposes of carrying out such Works,but must give the Authority at least 10 Business Days' notice before any such closure.
- (b) Crown will use its reasonable endeavours to maintain pedestrian access along the harbour foreshore for periods consistent with the Staging Plans.
- (c) If reasonably requested by the Authority, Crown must provide a brief report giving details of the likely period and timing of any proposed disturbance to safe and continuous access to and use of the harbour foreshore, and its method of minimising to the extent practicable that disturbance (including by diverting pedestrian traffic).

6. Crown obligations

6.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of Crown Secured Area; and
- (b) is not a tenant of the Authority or LLMP.

6.2 Care of Crown Secured Area

From the commencement date of the Construction Zone Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the Crown Secured Area; and
- (b) must not make any structural additions to the Crown Secured Area other than in accordance with this deed.

6.3 Expiry or termination of term

On or before the expiry or termination of this Construction Zone Sub-Licence, Crown must Vacate those parts of the Crown Secured Area which are not part of the Premises.

6.4 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of Crown Secured Area or with this sub-licence.

6.5 Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include the Crown Secured Area to the intent that those clauses are taken to be part of this licence:

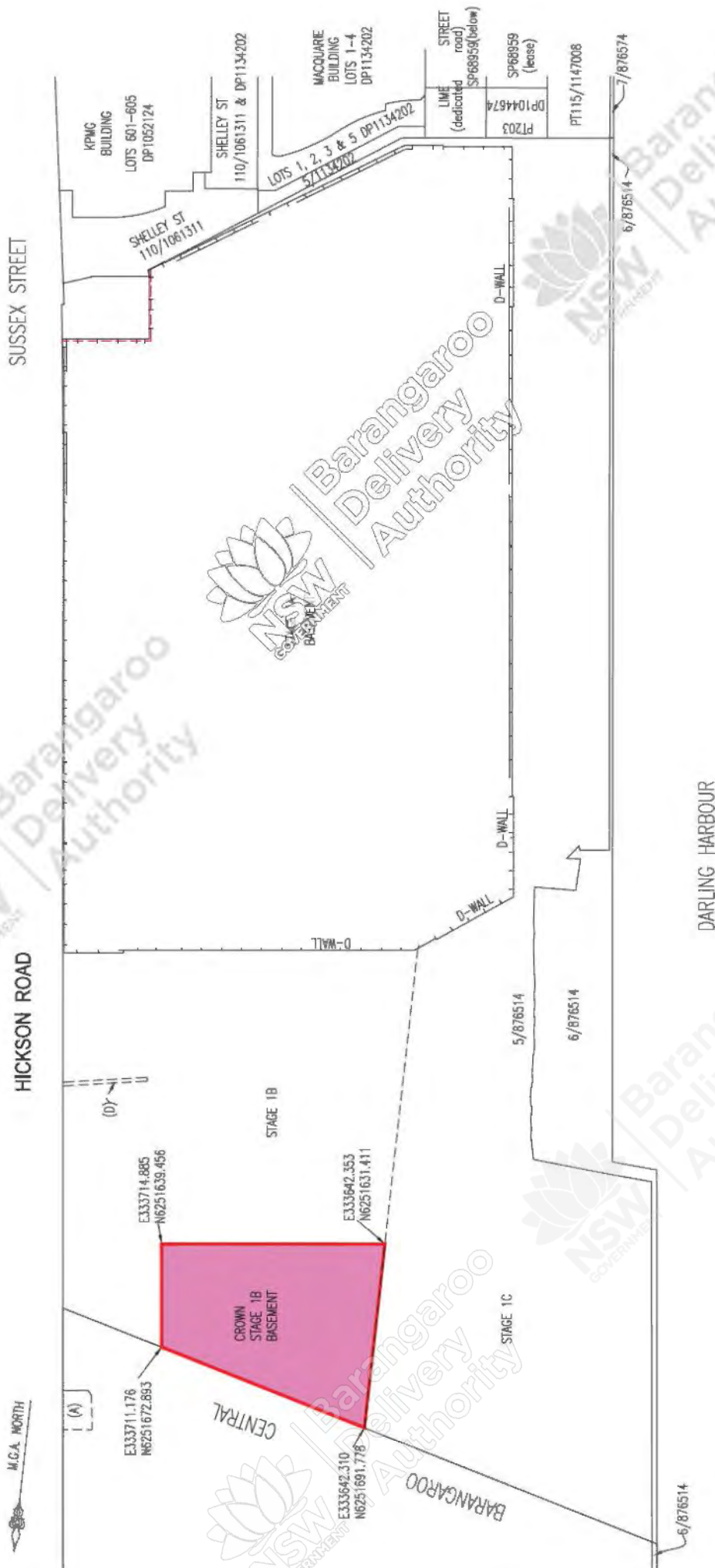
- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6.6 Defined terms

Capitalised terms not defined in this sub-licence, but used in this sub-licence have the same meaning as in clause 1.1.

6.7 No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence, a Staging licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Construction Zone Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Construction Zone Sub-Licence, except to the extent caused or contributed to by the act or omission of Crown or Crown's Employees or Agents.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Construction Zone Sub-Licence or a Staging Sub-Licence.
- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Construction Zone Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Construction Zone Licence, except to the extent caused or contributed to by the act or omission of Crown or Crown's Employees and Agents.



■ DENOTES CONSTRUCTION ZONE LICENCE AREA

REV.	REVISION DESCRIPTION	DATE
03	REVISED ISSUE	15-5-2015
02	REVISED ISSUE	14-5-2015
01	INITIAL ISSUE	13-5-2015

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1060540)
(D) EASEMENT FOR DRAINAGE 1.22 WIDE (J2352 & DP106510)

CROWN CONSTRUCTION ZONE SUB-LICENCE

START: [REDACTED] PRIOR TO BENEFICIAL USE AND OCCUPATION (ESTIMATED)
FINISH: BENEFICIAL USE AND OCCUPATION CERTIFICATE RECEIVED BY CROWN (ESTIMATED)

LEND LEASE (Millers Point) PTY. LTD.

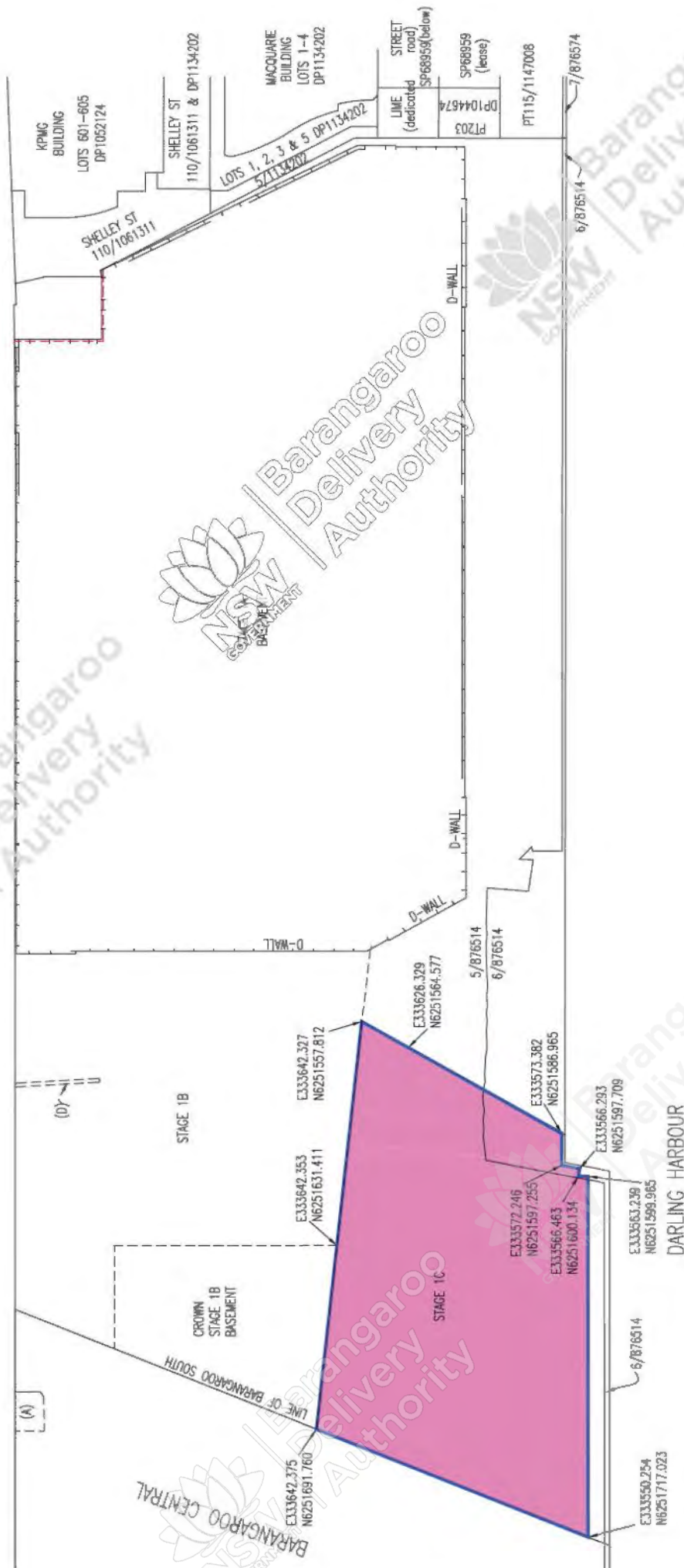
LOCALITY: BARANGAROO

SCALE: 1:1250	DATE: 15/5/2015
SHEET SIZE: A3	REVISION: 03
DRAWING No.	CZL CROWN BASEMENT 1B



HICKSON ROAD

SUSSEX STREET



■ DENOTES CONSTRUCTION ZONE LICENCE AREA

QZ	REVISED ISSUE	14/5/15
01	INITIAL ISSUE	13/5/15
REV.	REVISION DESCRIPTION	DATE

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1060540)
(D) EASEMENT FOR DRAINAGE 1.22 WIDE (J2352 & DP106510)

CROWN CONSTRUCTION ZONE SUB-LICENCE
FROM THE DATE OF EXECUTION OF THE CROWN DEVELOPMENT AGREEMENT
to [REDACTED]

LEND LEASE (Millers Point) PTY. LTD.

LOCALITY: BARANGAROO

SCALE: 1:1250

SHEET SIZE: A3

DRAWING No.

CZL CROWN BASEMENT 1C

DATE: 14/5/2015

REVISION: 02

Annexure 3 - Staging Licences

The Staging Licences granted to LLMP pursuant to clause 13.1(aa) of the PDA are replicated in this Annexure 3.

Schedule 2A – Staging Licence terms for BDA Development Block 5 (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 5 granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2A.

Paragraph references in italics are paragraphs in this Schedule 2A

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 5 shown on the Staging Plans attached to this licence:

- (a) for construction Staging applicable to BDA Development Block 5 in accordance with the Developer's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion, for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2A.

2. Licence term

- (a) The Staging Licence:
 - (i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and
 - (ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).
- (b) For the purposes of this Schedule 2A, the "End Date" is determined as follows:
 - (i) if on or prior to the Date for Vacation of the BDA Development Block 5 all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 5;
 - (ii) if at any time on or after the Date for Vacation of the BDA Development Block 5 all Significant Contamination has not been Remediated on the Declaration Area and:
 - A. the Declaration then in force either:
 - 1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or
 - 2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to

apply to any other area contemplated by the Declaration,

and;

- B. the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

- (iii) if at any time on or after the Date for Vacation of the BDA Development Block 5

- C. all Significant Contamination has not been Remediated on the Declaration Area; and

- D. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 5 and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 5

- (a) The Developer may use BDA Development Block 5 for any construction related purpose in connection with the development of Barangaroo South including:
- (i) Stage 1B; and
 - (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 5 which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 5 is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 5;

- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 5 and must not lodge a caveat against the title to any land forming part of BDA Development Block 5;
- (d) has no right to hold over beyond the End Date; and
- (e) will be a trespasser on BDA Development Block 5, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 5

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 5 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 5

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 5 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 5;
- (c) leave BDA Development Block 5 in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 5 any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 5 clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 5, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 5 at any time;
- (c) institute proceedings for possession of BDA Development Block 5 against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 5 at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 5 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 5 or with its licences to use BDA Development Block 5, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 5 to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

Schedule 2B – Staging Licence terms for BDA Development Block 5 Foreshore (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 5 Foreshore granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2B.

Paragraph references in italics are paragraphs in this Schedule 2B

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 5 Foreshore shown on the Staging Plans attached to this licence:

(a) for Construction Staging applicable to BDA Development Block 5 Foreshore in accordance with the Developer's rights and obligations under this deed; and

(b) for any other use which the Authority approves in its reasonable discretion,

for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2B.

2. Licence term

(a) The Staging Licence:

(i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and

(ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).

(b) For the purposes of this Schedule 2B, the "End Date" is determined as follows:

(i) if on or prior to the Date for Vacation of the BDA Development Block 5 Foreshore all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 5 Foreshore;

(ii) if at any time on or after the Date for Vacation of the BDA Development Block 5 Foreshore all Significant Contamination has not been Remediated on the Declaration Area and:

E. the Declaration then in force either:

1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or

2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to apply to any other area contemplated by the Declaration,

and;

F. the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

- (iii) if at any time on or after the Date for Vacation of the BDA Development Block 5 Foreshore:

- G. all Significant Contamination has not been Remediated on the Declaration Area; and
- H. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 5 Foreshore and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 5 Foreshore

- (a) The Developer may use BDA Development Block 5 Foreshore for any construction related purpose in connection with the development of Barangaroo South including:
- (i) Stage 1B; and
- (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 5 Foreshore which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 5 Foreshore is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 5 Foreshore;
- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 5 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 5 Foreshore;
- (d) has no right to hold over beyond the End Date; and

- (e) will be a trespasser on BDA Development Block 5 Foreshore, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 5 Foreshore

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 5 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 5 Foreshore

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 5 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 5 Foreshore;
- (c) leave BDA Development Block 5 Foreshore in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 5 Foreshore any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 5 Foreshore clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 5 Foreshore, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 5 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 5 Foreshore against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 5 Foreshore at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 5 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 5 Foreshore or with its licences to use BDA Development Block 5 Foreshore, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 5 Foreshore to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

Schedule 2C – Staging Licence terms for BDA Development Block 6 (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 6 granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2C.

Paragraph references in italics are paragraphs in this Schedule 2C

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 6 shown on the Staging Plans attached to this licence:

- (a) for Construction Staging applicable to BDA Development Block 6 in accordance with the Developer's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2C.

2. Licence term

- (a) The Staging Licence:

- (i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and
 - (ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).

- (b) For the purposes of this Schedule 2C, the "End Date" is determined as follows:

- (i) if on or prior to the Date for Vacation of the BDA Development Block 6 all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 6;
 - (ii) if at any time on or after the Date for Vacation of the BDA Development Block 6 all Significant Contamination has not been Remediated on the Declaration Area and:

- I. the Declaration then in force either:

- 1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or

- 2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to apply to any other area contemplated by the Declaration,

and;

the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

(iii) if at any time on or after the Date for Vacation of the BDA Development Block 6:

- K. all Significant Contamination has not been Remediated on the Declaration Area; and
- L. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 6 and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 6

- (a) The Developer may use BDA Development Block 6 for any construction related purpose in connection with the development of Barangaroo South including:
- (i) Stage 1B; and
 - (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 6 which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 6 is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 6;
- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 6 and must not lodge a caveat against the title to any land forming part of BDA Development Block 6;
- (d) has no right to hold over beyond the End Date; and

- (e) will be a trespasser on BDA Development Block 6, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 6

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 6 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 6

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 6 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 6;
- (c) leave BDA Development Block 6 in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 6 any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 6 clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 6, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 6 at any time;
- (c) institute proceedings for possession of BDA Development Block 6 against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 6 at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 6 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 6 or with its licences to use BDA Development Block 6, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 6 to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

Schedule 2D – Staging Licence terms for BDA Development Block 6 Foreshore (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 6 Foreshore granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2D.

Paragraph references in italics are paragraphs in this Schedule 2D

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 6 Foreshore shown on the Staging Plans attached to this licence:

(a) for Construction Staging applicable to BDA Development Block 6 Foreshore in accordance with the Developer's rights and obligations under this deed; and

(b) for any other use which the Authority approves in its reasonable discretion,

for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2D.

2. Licence term

(a) The Staging Licence:

(i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and

(ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).

(b) For the purposes of this Schedule 2D, the "End Date" is determined as follows:

(i) if on or prior to the Date for Vacation of the BDA Development Block 6 Foreshore all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 6 Foreshore;

(ii) if at any time on or after the Date for Vacation of the BDA Development Block 6 Foreshore all Significant Contamination has not been Remediated on the Declaration Area and:

M. the Declaration then in force either:

1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or

2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to apply to any other area contemplated by the Declaration,

and;

N. the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

(iii) if at any time on or after the Date for Vacation of the BDA Development Block 6 Foreshore:

- O. all Significant Contamination has not been Remediated on the Declaration Area; and
- P. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 6 Foreshore and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 6 Foreshore

- (a) The Developer may use BDA Development Block 6 Foreshore for any construction related purpose in connection with the development of Barangaroo South including:
- (i) Stage 1B; and
 - (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 6 Foreshore which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 6 Foreshore is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 6 Foreshore;
- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 6 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 6 Foreshore;
- (d) has no right to hold over beyond the End Date; and

- (e) will be a trespasser on BDA Development Block 6 Foreshore, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 6 Foreshore

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 6 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 6 Foreshore

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 6 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 6 Foreshore;
- (c) leave BDA Development Block 6 Foreshore in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 6 Foreshore any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 6 Foreshore clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 6 Foreshore, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 6 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 6 Foreshore against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 6 Foreshore at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 6 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 6 Foreshore or with its licences to use BDA Development Block 6 Foreshore, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 6 Foreshore to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

Schedule 2E – Staging Licence terms for BDA Development Block 7 (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 7 granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2E.

Paragraph references in italics are paragraphs in this Schedule 2E

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 7 shown on the Staging Plans attached to this licence:

- (a) for Construction Staging applicable to BDA Development Block 7 in accordance with the Developer's rights and obligations under this deed; and
 - (b) for any other use which the Authority approves in its reasonable discretion,
- for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2E.

2. Licence term

- (a) The Staging Licence:
 - (i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and
 - (ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).
- (b) For the purposes of this Schedule 2E, the "End Date" is determined as follows:
 - (i) if on or prior to the Date for Vacation of the BDA Development Block 7 all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 7;
 - (ii) if at any time on or after the Date for Vacation of the BDA Development Block 7 all Significant Contamination has not been Remediated on the Declaration Area and:
 - A. the Declaration then in force either:
 - 1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or
 - 2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to apply to any other area contemplated by the Declaration,
 - and;
 - B. the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

- (ii) if at any time on or after the Date for Vacation of the BDA Development Block 7:
 - A. all Significant Contamination has not been Remediated on the Declaration Area; and
 - B. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 7 and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 7

- (a) The Developer may use BDA Development Block 7 for any construction related purpose in connection with the development of Barangaroo South including:
 - (i) Stage 1B; and
 - (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 7 which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 7 is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 7;
- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 7 and must not lodge a caveat against the title to any land forming part of BDA Development Block 7;
- (d) has no right to hold over beyond the End Date; and

- (e) will be a trespasser on BDA Development Block 7, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 7

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 7 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 7

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 7 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 7;
- (c) leave BDA Development Block 7 in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 7 any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 7 clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 7, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 7 at any time;
- (c) institute proceedings for possession of BDA Development Block 7 against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 7 at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 7 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 7 or with its licences to use BDA Development Block 7, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 7 to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

Schedule 2F – Staging Licence terms for BDA Development Block 7 Foreshore (clause 13.1(aa) of the PDA)

The terms and conditions of the Staging Licence for BDA Development Block 7 Foreshore granted pursuant to clause 13.1(aa) of the PDA are set out in this Schedule 2F.

Paragraph references in italics are paragraphs in this Schedule 2F

1. Grant of non-exclusive licence

The Authority grants to the Developer a non-exclusive licence to access and use that part of BDA Development Block 7 Foreshore shown on the Staging Plans attached to this licence:

(a) for Construction Staging applicable to BDA Development Block 7 Foreshore in accordance with the Developer's rights and obligations under this deed; and

(b) for any other use which the Authority approves in its reasonable discretion,

for the licence term in *paragraph 2*, subject to the conditions contained in this Schedule 2F.

2. Licence term

(a) The Staging Licence:

(i) commences on the Hotel Approval Date or such later date as provided in the Staging Plans; and

(ii) expires on the "End Date" (as determined pursuant to *paragraph 2(b)*).

(b) For the purposes of this Schedule 2F, the "End Date" is determined as follows:

(i) if on or prior to the Date for Vacation of the BDA Development Block 7 Foreshore all Significant Contamination has been Remediated on the Declaration Area, then the End Date is the Date for Vacation of the BDA Development Block 7 Foreshore;

(ii) if at any time on or after the Date for Vacation of the BDA Development Block 7 Foreshore all Significant Contamination has not been Remediated on the Declaration Area and:

Q. the Declaration then in force either:

1) applies, separately to the Block 4 Declaration Area (that is the Declaration is separate and can be lifted in relation to the Block 4 Declaration Area without the need for completion of the VMP Remediation Works or the VMP Investigation Works required to be done to any other area contemplated by the Declaration); or

2) can be independently lifted in so far as it relates to the Block 4 Declaration Area while continuing to apply to any other area contemplated by the Declaration,

and;

R. the Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date which is 10 Business Days after the date on which Authority gives a notice terminating the Staging Licence in accordance with clause 13.1(d) (or such later date as notified by the Authority in its absolute discretion); or

- (iii) if at any time on or after the Date for Vacation of the BDA Development Block 7 Foreshore:

- S. all Significant Contamination has not been Remediated on the Declaration Area; and
- T. the Authority has not terminated the Staging Licence in accordance with clause 13.1(d),

then the End Date is the date on which all Significant Contamination has been Remediated on the Declaration Area.

- (c) If the Authority has terminated the Staging Licence in accordance with clause 13.1(d) and the End Date arises pursuant to *paragraph 2(b)(ii)*, the Authority will retake possession, step in and carry out and complete any remaining incomplete VMP Remediation Works and VMP Investigation Works required to be carried out to BDA Development Block 7 Foreshore and have the Relevant Contracts in relation to those Works novated to it. Without prejudice to the Authority's right to claim damages against the Developer under this deed, the Authority agrees that it will use reasonable endeavours to carry out and complete any such incomplete VMP Remediation Works and VMP Investigation Works within a reasonable time (at its cost).

3. Use of BDA Development Block 7 Foreshore

- (a) The Developer may use BDA Development Block 7 Foreshore for any construction related purpose in connection with the development of Barangaroo South including:
- (i) Stage 1B; and
- (ii) by sub-licence to Crown, the Hotel Resort.
- (b) It will not do anything in or about the BDA Development Block 7 Foreshore which may constitute a breach of the Developer's obligations under a Code.
- (c) The BDA Development Block 7 Foreshore is a "Developer Secured Area" for the purposes of this deed.

4. Developer obligations

4.1 No proprietary interest

The Developer:

- (a) does not have exclusive possession or occupation of BDA Development Block 7 Foreshore;
- (b) is not a tenant of the Authority;
- (c) has no caveatable interest in BDA Development Block 7 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 7 Foreshore;
- (d) has no right to hold over beyond the End Date; and

- (e) will be a trespasser on BDA Development Block 7 Foreshore, if after the End Date, the Developer continues to access and use the Staging Area without the express written consent of the Authority.

4.2 Care of BDA Development Block 7 Foreshore

From the commencement date of the Staging Licence, the Developer:

- (a) must not do anything to interfere with the access of the Authority or the Authority's Employees to the Staging Area; and
- (b) must not make any structural additions to the BDA Development Block 7 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 7 Foreshore

On or before the End Date, the Developer must:

- (a) restore BDA Development Block 7 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between the Developer and the Authority acting reasonably);
- (b) vacate BDA Development Block 7 Foreshore;
- (c) leave BDA Development Block 7 Foreshore in a safe and secure condition;
- (d) with respect to Block 5, if requested by the Authority, give the Authority a structural engineer's certificate certifying that the backfilling of Block 5 contemplated as part of the VMP Remediation Works have been undertaken in accordance with the approved specifications;
- (e) remove from BDA Development Block 7 Foreshore any equipment, materials, goods and other items; and
- (f) leave BDA Development Block 7 Foreshore clean and tidy and free from rubbish.

4.4 Failure to vacate

If the Developer does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 7 Foreshore, using reasonable force to secure possession;
- (b) give the Developer notice to quit and vacate BDA Development Block 7 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 7 Foreshore against the Developer; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if the Developer does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in the Developer's name) at the Developer's risk and expense;
- (b) the Authority may store any of the Developer's equipment, materials, goods and other items removed from BDA Development Block 7 Foreshore at the Developer's risk and expense;
- (c) if the Developer does not remove any of the Developer's equipment, materials, goods and other items from BDA Development Block 7 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) the Developer must pay the Authority on demand as liquidated damages (in addition to any other liquidated damages) a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

The Developer must not transfer, assign, sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 7 Foreshore or with its licences to use BDA Development Block 7 Foreshore, other than as set out in the Crown Development Agreement.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 7 Foreshore to the intent that those clauses are taken to be part of this licence.

- (a) clause 35.3;
- (b) clause 48.1; and
- (c) clause 48.2.

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1080540)



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFFSITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF: BB2 ASK CO 0159 REV:J

REV	DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

DENOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 7 STAGING LICENCE	LEND LEASE (Millers Point) PTY. LTD.	SCALE: 1:1250 SHEET SIZE: A3	DATE: 27/4/2015 REVISION: 05
	LOCALITY: BARANGAROO	DRAWING No. SLP 0159	



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

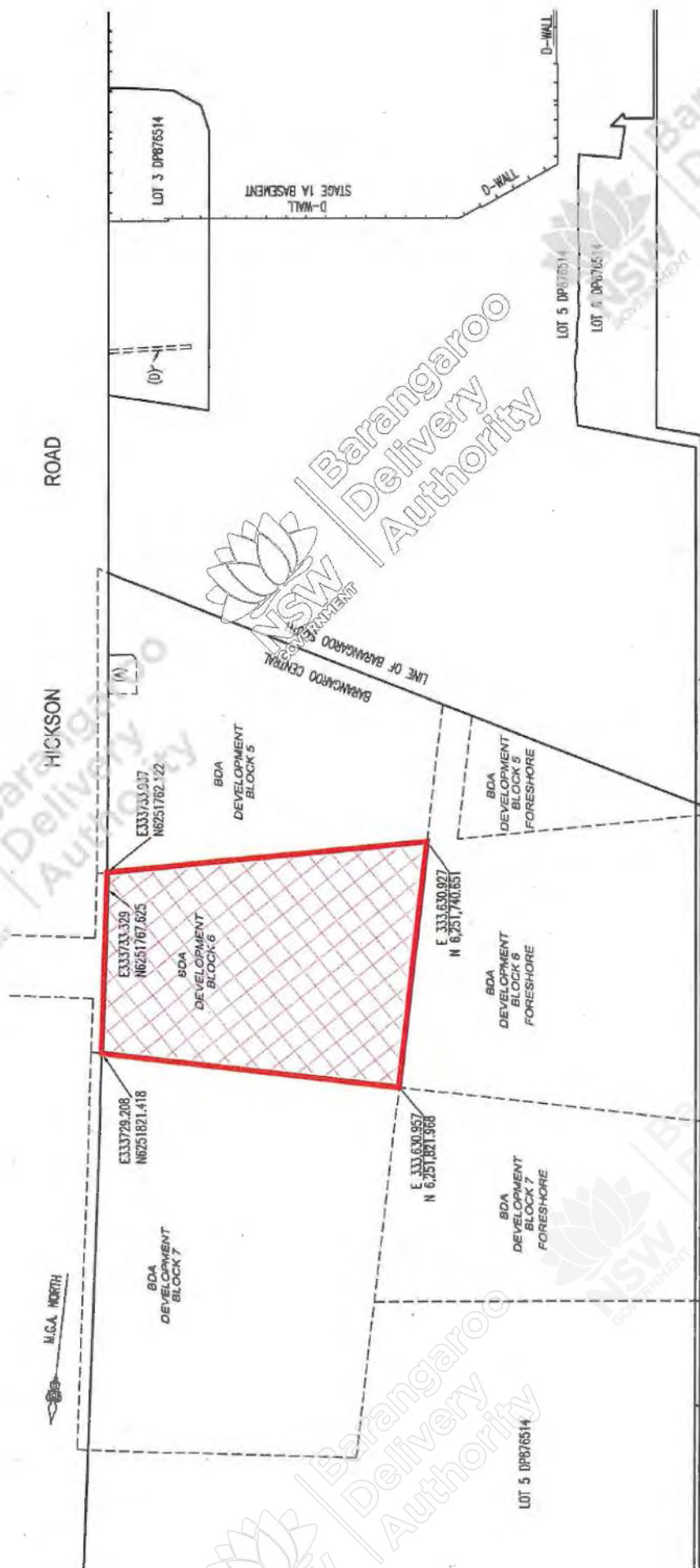
REF: 882_ASK_CO_0160 REV:J

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) EASEMENT FOR SEWERAGE PUMPING STATION (SP1008540)
(D) EASEMENT FOR DRAINAGE 1.22 MIDE (D2352 & B1008510)

DEMOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 7 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
		LOCALITY: BARANGAROO		SHEET SIZE: A3	REVISION: 05
				DRAWING No.	
				SLP 0160-0161	



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF PLAN:
STAGE1B, BLOCK 5,CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF PLAN:
STAGE1B, BLOCK 5,CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON

REF: 882 ASK CO 0164 REV:J

REF: 882 ASK CO 0163 REV-J

REF: BB2 ASK CO 0162 REV:J

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1000540)
(D) EASEMENT FOR DRAINAGE 1.22 MIDE (J23552 & DP106510)

DENOTES STAGING LICENCE

DATE: 27/4/2015	SCALE: 1:1250	LEND LEASE (Millers Point) PTY. LTD.
REVISION: 05	SHEET SIZE: A3	
DRAWING No.	LOCALITY: BARANGAROO	
SLP 0162-0163-0164		

REV	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

M.C.A. NORTH

HICKSON ROAD

BDA
DEVELOPMENT
BLOCK 7

E333733.948
N6251762.017
BDA
DEVELOPMENT
BLOCK 6

BDA
DEVELOPMENT
BLOCK 5

E333744.818
N6251663.663

D-WALL
STAGE 1A BASEMENT

LOT 5 DP876514

BDA
DEVELOPMENT
BLOCK 7
FORESHORE

BDA
DEVELOPMENT
BLOCK 6
FORESHORE

E333630.927
N6251740.651

BDA
DEVELOPMENT
BLOCK 5
FORESHORE

E333630.910
N6251684.905

LOT 5 DP876514

LOT 6 DP876514

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0227 REV: E

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0228 REV: E

DARLING HARBOUR

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) EXISTENT FOR SEWAGE PUMPING STATION (DP1080340)
(D) EXISTENT FOR DRAINAGE 1.22 MIDE (J23252 & DP106310)

DENOTES STAGING LICENCE



15/5
CW

BDA DEVELOPMENT BLOCK 5
STAGING LICENCE

LEND LEASE (Millers Point) PTY. LTD.

LOCALITY: BARANGAROO

SCALE: 1:1250	DATE: 27/4/2015
SHEET SIZE: A3	REVISION: 05
DRAWING No.	SLP 0227-0228



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_OO_0229 REV: E

05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15
REV	REVISION DESCRIPTION	DATE

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1060540)
(B) EASEMENT FOR DRAINAGE 1.22 MIDE (DP2352 & DP1065110)

DENOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 5 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	REVISION: 05
		LOCALITY: BARANGAROO		DRAWING No. SLP 0229	



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0229 REV: E

DARLING HARBOUR

21m increase to 23.7m

DEMOTES STAGING LICENCE

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1080540)
(D) EASEMENT FOR DRAINAGE 1.22 MIDE (D2352 & DP1006310)

BDA DEVELOPMENT BLOCK 6 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	REVISION: 05
LOCALITY: BARANGAROO		DRAWING No. SLP 0230			

Annexure 4 - Staging Sub-Licence terms for BDA Development Block 5

The terms and conditions of the Staging Sub-Licence for BDA Development Block 5 granted pursuant to clause 14.2 are set out in this Annexure 4.

Paragraph references in italics are paragraphs in this Annexure 4

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 5 shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 5 in accordance with Crown's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Staging Sub-Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 5 expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 5 (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 5 in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 5 or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 5 or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 5

- (a) Crown may use BDA Development Block 5 for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 5 which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 5 is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 5;

- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 5 and must not lodge a caveat against the title to any land forming part of BDA Development Block 5;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 5, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 5 without the express written consent of the Authority.

4.2 Care of BDA Development Block 5

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 5; and
- (b) must not make any structural additions to the BDA Development Block 5 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 5

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 5 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 5;
- (c) leave BDA Development Block 5 in a safe and secure condition;
- (d) remove from BDA Development Block 5 any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 5 clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 5, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 5 at any time;
- (c) institute proceedings for possession of BDA Development Block 5 against Crown; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 5 at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 5 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 5 or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 5 to the intent that those clauses are taken to be part of this licence:

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

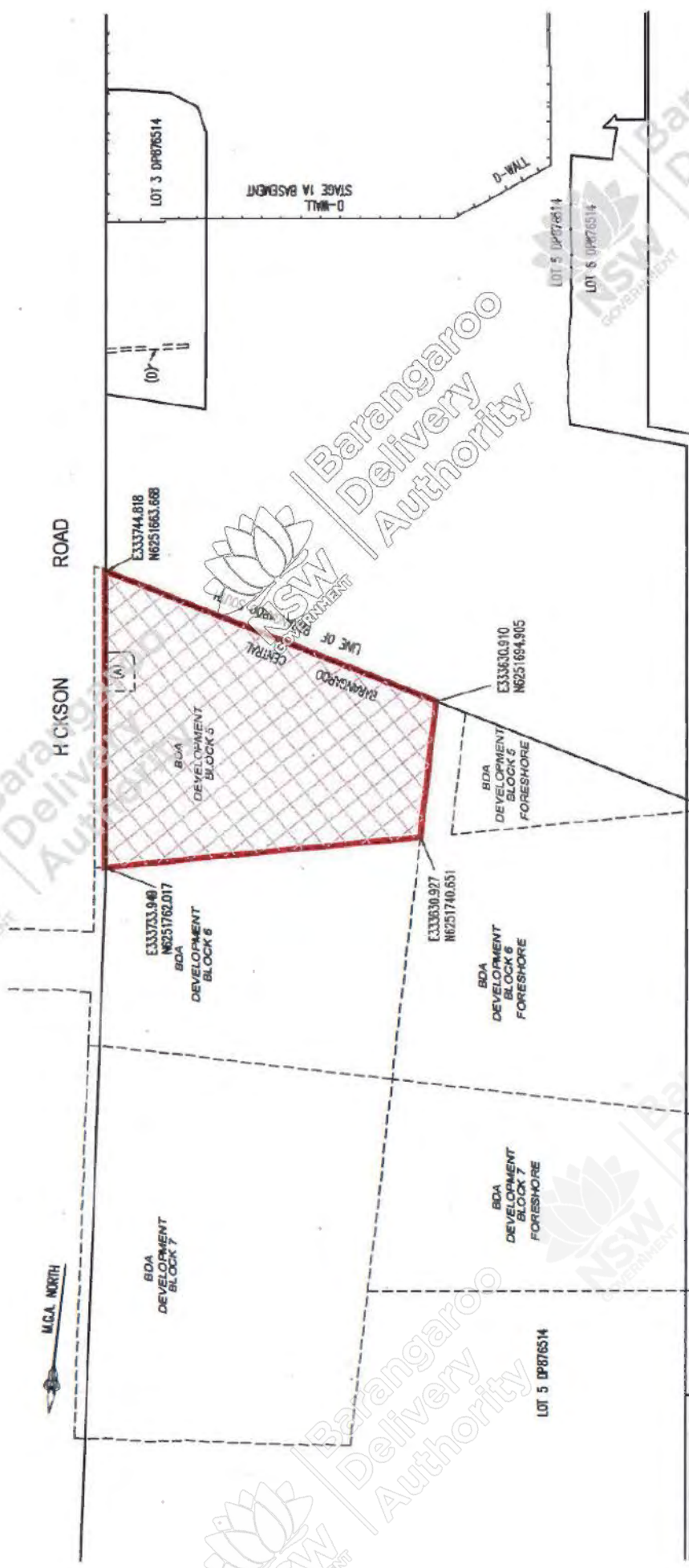
6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.

- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



DARLING HARBOUR

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0227 REV: E

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	31/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) BASEMENT FOR SEWAGE PUMPING STATION (DP1000540)
(B) EXEMPT FOR DRAINAGE 1.22 MIDE (423252 & DP100510)

DENOTES STAGING LICENCE

15/5
[Signature]

BDA DEVELOPMENT BLOCK 5 STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	R VS OR: 05
		LOCALITY: BARANGAROO		DRAWING No. SLP 0227-0228	

Annexure 5 - Staging Sub-Licence terms for BDA Development Block 5 Foreshore

The terms and conditions of the Staging Sub-Licence for BDA Development Block 5 Foreshore granted pursuant to clause 14.2 are set out in this Annexure 5.

Paragraph references in italics are paragraphs in this Annexure 5.

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 5 Foreshore shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 5 Foreshore in accordance with Crown's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Staging Sub-Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 5 Foreshore expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 5 Foreshore (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 5 Foreshore in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 5 Foreshore or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 5 Foreshore or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 5 Foreshore

- (a) Crown may use BDA Development Block 5 Foreshore for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 5 Foreshore which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 5 Foreshore is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 5 Foreshore;
- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 5 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 5 Foreshore;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 5 Foreshore, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 5 Foreshore without the express written consent of the Authority.

4.2 Care of BDA Development Block 5 Foreshore

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 5 Foreshore; and
- (b) must not make any structural additions to the BDA Development Block 5 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 5 Foreshore

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 5 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 5 Foreshore;
- (c) leave BDA Development Block 5 Foreshore in a safe and secure condition;
- (d) remove from BDA Development Block 5 Foreshore any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 5 Foreshore clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 5 Foreshore, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 5 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 5 Foreshore against Crown; or
- (d) take action under *paragraphs 4.4(a)* and *(b)* or *paragraphs 4.4(b)* and *(c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 5 Foreshore at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 5 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 5 Foreshore or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 5 Foreshore to the intent that those clauses are taken to be part of this licence:

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.
- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN LAND DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_00229 REV: E

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1062540)
(D) EASEMENT FOR DRAINAGE 1.22 MIDE (J23252 & DP106510)

DENOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 5 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	REVISION: 05
		LOCALITY: BARANGAROO		DRAWING No.	
				SLP 00229	

Annexure 6 - Staging Sub-Licence terms for BDA Development Block 6

The terms and conditions of the Staging Sub-Licence for BDA Development Block 6 granted pursuant to clause 14.2 are set out in this Annexure 6.

Paragraph references in italics are paragraphs in this Annexure 6.

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 6 shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 6 in accordance with Crown's rights and obligations under this deed; and
- (a) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Staging Sub-Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 6 expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 6 (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 6 in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 6 or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 6 or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 6

- (a) Crown may use BDA Development Block 6 for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 6 which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 6 is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 6;

- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 6 and must not lodge a caveat against the title to any land forming part of BDA Development Block 6;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 6, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 6 without the express written consent of the Authority.

4.2 Care of BDA Development Block 6

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 6; and
- (b) must not make any structural additions to the BDA Development Block 6 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 6

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 6 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 6;
- (c) leave BDA Development Block 6 in a safe and secure condition;
- (d) remove from BDA Development Block 6 any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 6 clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 6, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 6 at any time;
- (c) institute proceedings for possession of BDA Development Block 6 against Crown; or
- (d) take action under *paragraphs 4.4(a) and (b)* or *paragraphs 4.4(b) and (c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 6 at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 6 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 6 or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 6 to the intent that those clauses are taken to be part of this licence:

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

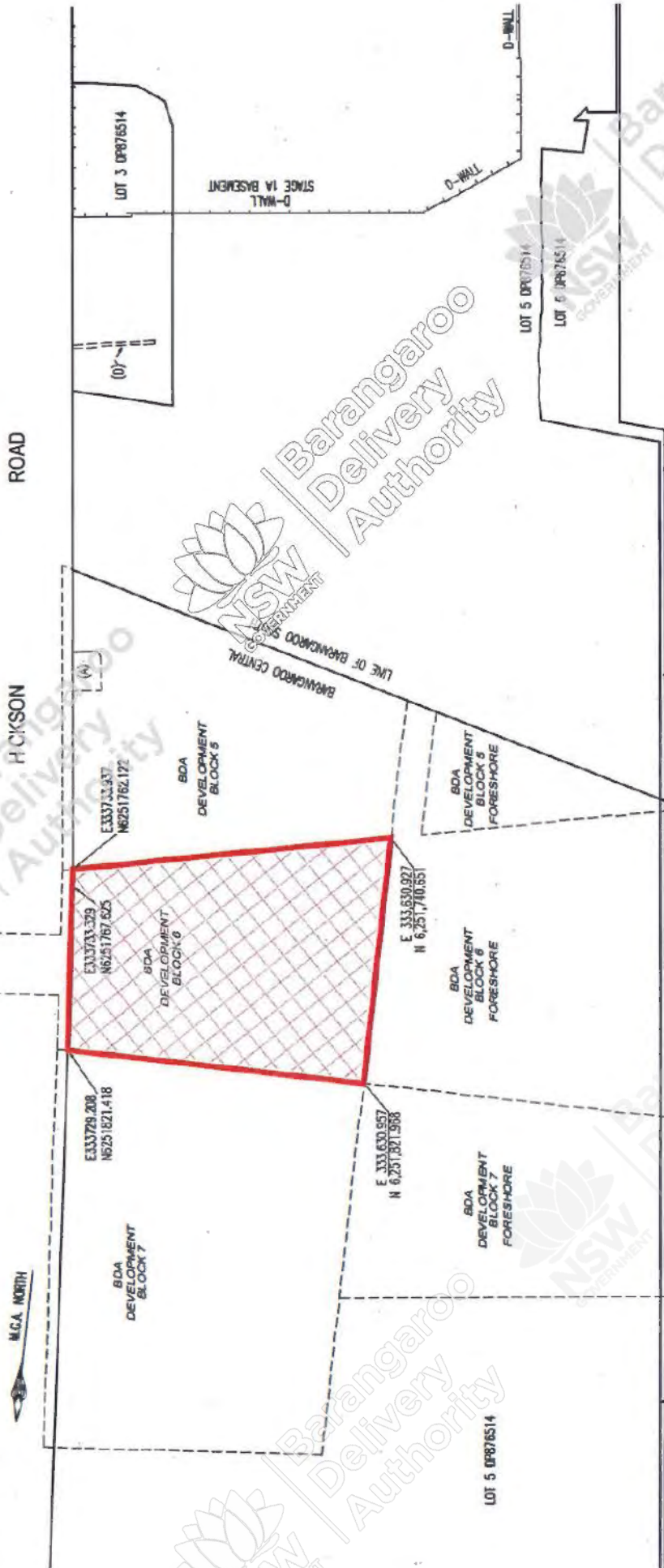
6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.

- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



REF PLAN: STAGE 1B, BLOCK 5, CROWN & FORESHORE STAGING DIAGRAMS - EARLIEST BLOCK 5 & OFF-SITE TREATMENT OPTION CROWN DA DETERMINATION ON [REDACTED]

REF PLAN: STAGE 1B, BLOCK 5, CROWN & FORESHORE STAGING DIAGRAMS - EARLIEST BLOCK 5 & OFF-SITE TREATMENT OPTION CROWN DA DETERMINATION ON [REDACTED]

REF PLAN: STAGE 1B, BLOCK 5, CROWN & FORESHORE STAGING DIAGRAMS - EARLIEST BLOCK 5 & OFF-SITE TREATMENT OPTION CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0162 REV.J

REF: BB2_ASK_CO_0163 REV.J

REF: BB2_ASK_CO_0164 REV.J

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1600540)
(B) EASEMENT FOR DRAINAGE 122 MIDE (223532 & DP100310)

DENOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 6 STAGING LICENCE		LEND LEASE (Millers Point) PTY LTD.		SCALE 1:1250	DATE: 27/4/2015
		LOCALITY: BARANGAROO		SHEET SIZE A3	REVISION: 05
				DRAWING No.	SLP 0162-0163-0164

Handwritten initials and date: 10/5

Annexure 7 - Staging Sub-Licence for BDA Development Block 6 Foreshore

The terms and conditions of the Staging Sub-Licence for BDA Development Block 6 Foreshore granted pursuant to clause 14.2 are set out in this Annexure 7.

Paragraph references in italics are paragraphs in this Annexure 7.

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 6 Foreshore shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 6 Foreshore in accordance with Crown's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 6 Foreshore expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 6 Foreshore (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 6 Foreshore in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 6 Foreshore or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 6 Foreshore or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 6 Foreshore

- (a) Crown may use BDA Development Block 6 Foreshore for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 6 Foreshore which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 6 Foreshore is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 6 Foreshore;
- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 6 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 6 Foreshore;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 6 Foreshore, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 6 Foreshore without the express written consent of the Authority.

4.2 Care of BDA Development Block 6 Foreshore

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 6 Foreshore; and
- (b) must not make any structural additions to the BDA Development Block 6 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 6 Foreshore

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 6 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 6 Foreshore;
- (c) leave BDA Development Block 6 Foreshore in a safe and secure condition;
- (d) remove from BDA Development Block 6 Foreshore any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 6 Foreshore clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 6 Foreshore, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 6 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 6 Foreshore against Crown; or
- (d) take action under *paragraphs 4.4(a)* and *(b)* or *paragraphs 4.4(b)* and *(c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 6 Foreshore at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 6 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 6 Foreshore or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 6 Foreshore to the intent that those clauses are taken to be part of this licence:

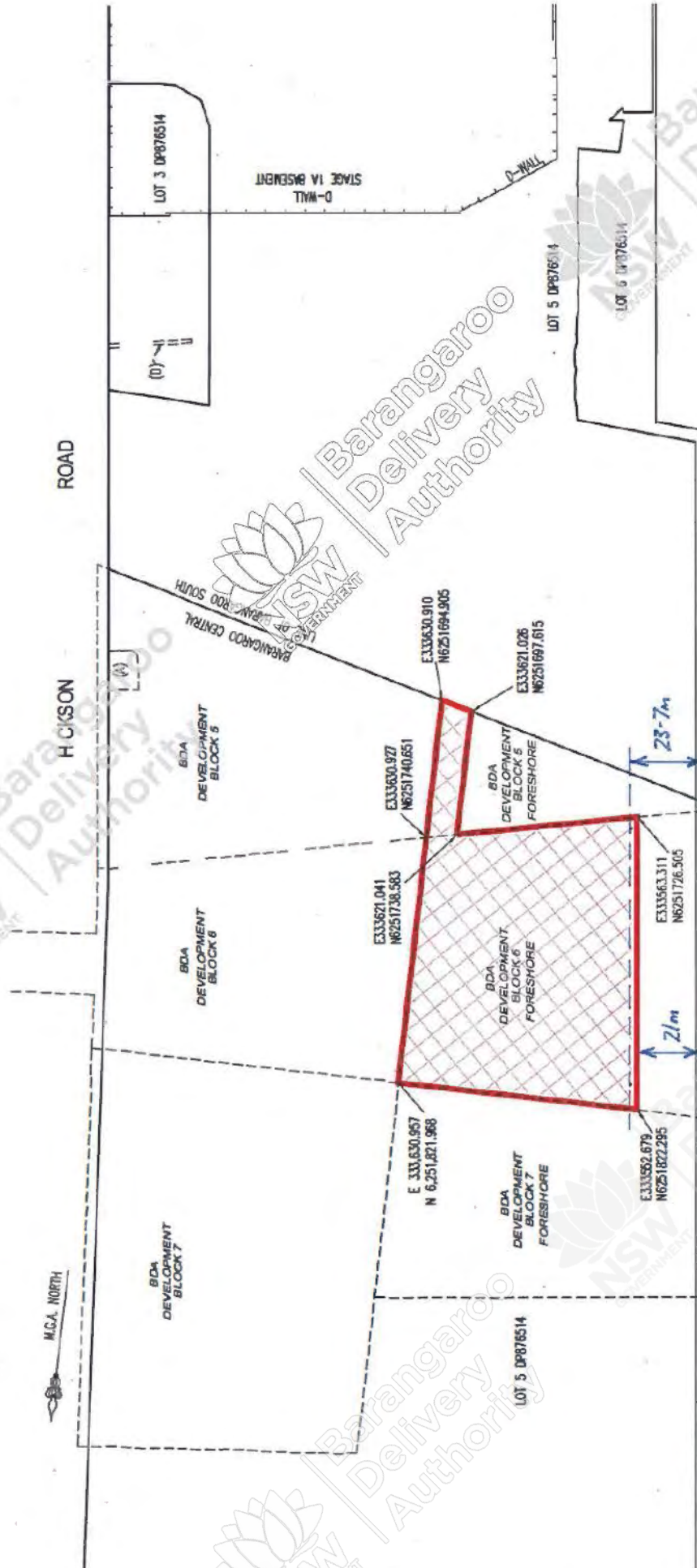
- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.
- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



REF PLAN:
STAGE 1B, BLOCK 5 CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFF-SITE TREATMENT OPTION
CROWN DA DETERMINATION OF

REF: BB2_ASK_CO_00219 REV: E

REV	REVISION DESCRIPTION	DATE
06	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) GUIDANCE FOR SEWAGE PUMPING STATION (DP1006540)
(B) GUIDANCE FOR DRAINAGE 1.22 MIDE (23.525 & (P100510))

DEMOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 6 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	REVISION: 05
		LOCALITY: BARANGAROO		DRAWING No.	
				SLP 0230	

Annexure 8 - Staging Sub-Licence terms for BDA Development Block 7

The terms and conditions of the Staging Sub-Licence for BDA Development Block 7 granted pursuant to clause 14.2 are set out in this Annexure 8.

Paragraph references in italics are paragraphs in this Annexure 8.

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 7 shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 7 in accordance with Crown's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Staging Sub-Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 7 expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 7 (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 7 in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 7 or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 7 or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 7

- (a) Crown may use BDA Development Block 7 for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 7 which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 7 is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 7;

- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 7 and must not lodge a caveat against the title to any land forming part of BDA Development Block 7;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 7, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 7 without the express written consent of the Authority.

4.2 Care of BDA Development Block 7

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 7; and
- (b) must not make any structural additions to the BDA Development Block 7 other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 7

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 7 and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 7;
- (c) leave BDA Development Block 7 in a safe and secure condition;
- (d) remove from BDA Development Block 7 any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 7 clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 7, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 7 at any time;
- (c) institute proceedings for possession of BDA Development Block 7 against Crown; or
- (d) take action under *paragraphs 4.4(a)* and *(b)* or *paragraphs 4.4(b)* and *(c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 7 at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 7 or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 7 or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 7 to the intent that those clauses are taken to be part of this licence:

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.

- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



DARLING HARBOUR

15/5
CW

REF PLAN:
STAGE 1B, BLOCK 5, CROWN & FORESHORE
STAGING DIAGRAMS - EARLIEST BLOCK 5
& OFFSITE TREATMENT OPTION
CROWN DA DETERMINATION ON [REDACTED]

REF: BB2_ASK_CO_0159 REV.J

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	27/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	27/2/15
01	INITIAL ISSUE	13/1/15

(A) BASEMENT FOR SEWAGE PUMPING STATION (DP1006540)
(B) BASEMENT FOR DRAINAGE 1.22 MDE (DP2352 & DP1006510)

DEMOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 7 STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.	
[REDACTED]		LOCALITY: BARANGAROO	
SCALE: 1:1250	DATE: 27/4/2015	SHEET SIZE: A3	REVISION: 05
DRAWING No.		SLP 0159	

Annexure 9 - Staging Sub-Licence terms for BDA Development Block 7 Foreshore

The terms and conditions of the Staging Sub-Licence for BDA Development Block 7 Foreshore granted pursuant to clause 14.2 are set out in this Annexure 9.

Paragraph references in italics are paragraphs in this Annexure 9.

1. Grant of non-exclusive sub-licence

LLMP grants to Crown and Crown's Employees and Agents a non-exclusive sub-licence to access and use that part of BDA Development Block 7 Foreshore shown on the Staging Plans attached to this Staging Sub-Licence:

- (a) for Construction Staging applicable to BDA Development Block 7 Foreshore in accordance with Crown's rights and obligations under this deed; and
- (b) for any other use which the Authority approves in its reasonable discretion,

for the term in *paragraph 2*, subject to the conditions contained in this sub-licence. The Authority consents to the grant of the Staging Sub-Licence under this *paragraph 1*.

2. Staging Sub-Licence term

This Staging Sub-Licence:

- (a) commences on the Hotel Approval Date unless notified earlier pursuant to clause 4; and
- (b) expires or terminates:
 - (i) if the Staging Licence for BDA Development Block 7 Foreshore expires, at 11.59pm on the date which is one day prior to the expiry date of the Staging Licence for BDA Development Block 7 Foreshore (having regard to extensions of time granted to the Date for Vacation of BDA Development Block 7 Foreshore in accordance with the PDA) (**Expiry Date**); and
 - (ii) if the Staging Licence for BDA Development Block 7 Foreshore or this deed terminates, immediately upon termination of the Staging Licence for BDA Development Block 7 Foreshore or this deed (as applicable) (**Termination Date**).

3. Use of BDA Development Block 7 Foreshore

- (a) Crown may use BDA Development Block 7 Foreshore for any construction related purpose in connection with the Crown Works.
- (b) Crown must not do anything in or about BDA Development Block 7 Foreshore which may constitute a breach of Crown's obligations under the Code.
- (c) The BDA Development Block 7 Foreshore is part of the Crown Secured Area for the purposes of this deed.

4. Crown obligations

4.1 No proprietary interest

Crown:

- (a) does not have exclusive possession or occupation of BDA Development Block 7 Foreshore;
- (b) is not a tenant of the Authority or LLMP;
- (c) has no caveatable interest in BDA Development Block 7 Foreshore and must not lodge a caveat against the title to any land forming part of BDA Development Block 7 Foreshore;
- (d) has no right to hold over beyond the Expiry Date or Termination Date, as the case may be; and
- (e) will be a trespasser on BDA Development Block 7 Foreshore, if after the Expiry Date or Termination Date, as the case may be, Crown continues to access and use BDA Development Block 7 Foreshore without the express written consent of the Authority.

4.2 Care of BDA Development Block 7 Foreshore

From the commencement date of this Staging Sub-Licence, Crown:

- (a) must not do anything to interfere with the access of the Authority, the Authority's Employees and Agents, LLMP or LLMP's Employees and Agents to the BDA Development Block 7 Foreshore; and
- (b) must not make any structural additions to the BDA Development Block 7 Foreshore other than in accordance with this deed (or with the prior written consent of the Authority which may be given in its sole and unfettered discretion).

4.3 Vacation of BDA Development Block 7 Foreshore

On or before the Expiry Date or Termination Date, as the case may be, of this Staging Sub-Licence, Crown must:

- (a) restore BDA Development Block 7 Foreshore and any Services affected by any Works to the condition (and, in the case of Services, the location) they were in prior to commencement of those Works (subject to any permanent relocation or other permanent works agreed between Crown and the Authority acting reasonably);
- (b) Vacate BDA Development Block 7 Foreshore;
- (c) leave BDA Development Block 7 Foreshore in a safe and secure condition;
- (d) remove from BDA Development Block 7 Foreshore any equipment, materials, goods and other items; and
- (e) leave BDA Development Block 7 Foreshore clean and tidy and free from rubbish.

4.4 Failure to Vacate

If Crown does not comply with its obligations under *paragraph 4.3* on time, the Authority may:

- (a) re-enter and take possession of BDA Development Block 7 Foreshore, using reasonable force to secure possession;
- (b) give Crown a notice to quit and vacate BDA Development Block 7 Foreshore at any time;
- (c) institute proceedings for possession of BDA Development Block 7 Foreshore against Crown; or
- (d) take action under *paragraphs 4.4(a)* and *(b)* or *paragraphs 4.4(b)* and *(c)*.

4.5 Failure to comply

In addition to the Authority's rights under *paragraph 4.4*, if Crown does not comply with its obligations under *paragraph 4.3* on time:

- (a) the Authority may comply with these obligations (if necessary, in Crown's name) at Crown's risk and expense;
- (b) the Authority may store any of Crown's equipment, materials, goods and other items removed from BDA Development Block 7 Foreshore at Crown's risk and expense;
- (c) if Crown does not remove any of Crown's equipment, materials, goods and other items from BDA Development Block 7 Foreshore or from the place where it is stored by the Authority within 30 days of being asked to do so by the Authority, such items become the property of the Authority if the Authority so elects; and
- (d) Crown must pay the Authority on demand as liquidated damages a sum equal to the cost to the Authority of complying with *paragraph 4.3* and anything the Authority does under this *paragraph 4.5*.

4.6 Transfer and other dealings

Crown must not transfer, assign, further sub-licence or grant an encumbrance over or otherwise deal with the land the subject of BDA Development Block 7 Foreshore or with this Staging Sub-Licence.

5. Indemnity and insurance

For the purposes of this licence, any reference to "Premises" or "Crown Site" in the clauses of this deed referred to below is deemed to include BDA Development Block 7 Foreshore to the intent that those clauses are taken to be part of this licence:

- (a) clause 28.3;
- (b) clause 44.1; and
- (c) clause 44.2.

6. Defined terms

Capitalised terms not defined in this sub-licence but used in this sub-licence have the same meaning as in clause 1.1.

7. No breach of licences

- (a) Crown must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Construction Zone Licence or a Staging Licence or a construction zone licence or a staging licence granted under the PDA in respect of Stage 1.
- (b) LLMP is not liable to the Authority for any loss or damage arising from Crown's breach of this Staging Sub-Licence. Crown indemnifies LLMP from and against any claim by the Authority for loss or damage arising from Crown's breach of this Staging Sub-Licence.
- (c) LLMP must not do any thing, or omit to do any thing, which could result in Crown being in breach of its obligations under this Staging Sub-Licence or a Construction Zone Sub-Licence.
- (d) LLMP must not do any thing, or omit to do any thing, which could result in LLMP being in breach of its obligations under a Staging Licence.
- (e) Crown is not liable to the Authority for any loss or damage arising from LLMP's breach of a Staging Licence. LLMP indemnifies Crown from and against any claim by the Authority for loss or damage arising from LLMP's breach of a Staging Licence.



REF PLAN:
 STAGE 1B, BLOCK 5, CROWN & FORESHORE
 STAGING DIAGRAMS - EARLIEST BLOCK 5
 & OFF-SITE TREATMENT OPTION
 CROWN DA DETERMINATION OF [REDACTED]

REF: BB2_ASK_CO_0161 REV.J

REF PLAN:
 STAGE 1B, BLOCK 5, CROWN & FORESHORE
 STAGING DIAGRAMS - EARLIEST BLOCK 5
 & OFF-SITE TREATMENT OPTION
 CROWN DA DETERMINATION OF [REDACTED]

REF: BB2_ASK_CO_0160 REV.J

REV.	REVISION DESCRIPTION	DATE
05	REVISED ISSUE	21/4/15
04	REVISED ISSUE	6/4/15
03	REVISED ISSUE	3/3/15
02	REVISED ISSUE	21/2/15
01	INITIAL ISSUE	11/1/15

(A) EASEMENT FOR SEWERAGE PUMPING STATION (DP1000540)
 (B) EASEMENT FOR DRAINAGE 1.22 MIDE (DP2002 & DP1000510)

DENOTES STAGING LICENCE

BDA DEVELOPMENT BLOCK 7 FORESHORE STAGING LICENCE		LEND LEASE (Millers Point) PTY. LTD.		SCALE: 1:1250	DATE: 27/4/2015
				SHEET SIZE: A3	REVISION: 05
		LOCALITY: BARANGAROO		DRAWING No. SLP 0160-0161	

Annexure 10 - Site Establishment

Site Establishment means the following Works:

- a. site establishment of site entry temporary structures;
- b. site establishment of boundaries and other survey control points;
- c. erection of the 'A' class perimeter fence and installation of the site marketing signage;
- d. carrying out any minor services diversions required to clear the foot print of the boundary to the Crown Secured Area;
- e. establishment of driveway entrance and footpath crossing including gates and tree removal;
- f. search and seal off of any storm water extending through or out of the Crown Secured Area;
- g. site establishment of temporary site welfare accommodation and subcontractor site office;
- h. establishment of the temporary incoming services including communications, power and water;
- i. conducting geotechnical studies including:
 - i. pre-drilling of d-wall alignment to establish rock depth and quality;
 - ii. probing of core barrette and column locations for obstructions;
 - iii. pre-drilling of core barrette and column locations;
 - iv. test pits and soil sampling for in-situ soil classification, if required;
 - v. further study of ground water to determine level of contamination of the ground water to scope and size an appropriate water treatment plant; and
 - vi. establishing ground water monitoring wells and required piezometers;
- j. installation of the sea boom and all environmental controls required by the [RAP/PDA] including the water treatment plant;
- k. carrying out a Caisson survey for dilapidation report, seal gaps in the caisson temporarily to prevent potential bentonite loss;
- l. proof roll and establishment of adequacy of haul roads within the Crown Secured Area;
- m. establishment of the Bentonite plant;
- n. construction of the perimeter retaining guide wall;
- o. establishment of the d-wall reo cage yard;
- p. establishment of the spoil management compound;
- q. setting up of the decontamination unit and 'dirty zone' fencing;
- r. proof roll and sign off of the piling platform to resist the loads of the attendant cranes and d-wall rigs;
- s. establishment of the truck wash; and
- t. mobilisation to site and establishment/commission of the d-wall rigs.

Annexure 11 - Milestone Schedule

Ref	Milestone	Milestone Date
LLMP Milestones		
Remaining Crown Essential Public Domain Works		
1.	Completion of the Crown Essential Public Domain and Crown Enhancement Works (if any)	
Crown Shared Basement Handover Works		
2.	Complete the portion of the Stage 1B North PRW that is being jointly funded by Crown and Lend Lease	
3.	Complete the portion of the Stage 1B West PRW that is being jointly funded by Crown and Lend Lease (If constructed from 1C side)	
4.	Complete the portion of the Stage 1B West PRW that is being jointly funded by Crown and Lend Lease (If constructed from 1B side)	
5.	Handover of Crown Stage 1B Basement area for LLB Crown Sydney to commence construction	
Crown Essential Infrastructure		
6.	HV connection – service available to Crown for use.	
7.	Stormwater and Sewer discharge – service available to Crown for use	
8.	Chilled water supply – service available to Crown for use	
9.	Water Supply and Fire services – service available to Crown for use	
10.	Gas supply – service available to Crown for use	
Crown Licensed Area Base Public Domain Works		
11.	Completion of Public Domain Works including associated substructure & associated infrastructure	

Ref	Milestone	Milestone Date
	required to commence construction of licenced terraces by LLB for Crown	
Other – Not subject to the Acceleration Regime		
12.	Registration of the Plan of Subdivision to create the Crown Site as a separate lot	
Crown Milestones		
1.	Submit Early Works DA	
2.	Submit Hotel DA for Approval	
3.	Receive Planning Approval for Early Works DA	
4.	Receive Planning Approval for Hotel DA	
5.	Complete Structure and Façade for Hotel – Level 24	
6.	Complete Structure and Façade for Hotel and Residential Level 70	
7.	Complete construction of Licensed Area improvements	
8.	Beneficial Use and Occupation - Hotel	
9.	Last date for Practical Completion	
10.	Provide proposal for Crown Enhancement Works (if any)	

Annexure 12 - Project Specific Climate Positive Workplan

Outline Table of Contents

1. Summary of Performance Commitments

- (a) energy efficiency and carbon;
- (b) water;
- (c) waste;
- (d) indoor environmental quality;
- (e) social; and
- (f) third party certifications.

2. Design Elements and Supporting Details

- (a) energy efficiency and carbon;
- (b) water;
- (c) waste;
- (d) indoor environmental quality;
- (e) social; and
- (f) other.

3. Delivery Plan and Risks

- (a) procurement and approvals;
- (b) critical milestones;
- (c) commissioning, maintenance and operations;
- (d) staging; and
- (e) consultation with relevant utility provider.

Annexure 13 - Environmental Initiatives

Crown to achieve the initiatives schedule below.

Ref	Other environmental initiatives – Description	Source of Requirement	Integrated Hotel Resort Requirement
1.1(a)	<i>Not required from Crown</i>		
1.1(b)	Behavioural demand reduction supported by education of occupants	PDA Schedule 4 - Climate Positive Initiative	Crown will cooperate with such education measures implemented by LLMP across the Barangaroo South precinct and Crown will implement education programs for its staff and provide information regarding demand reduction to its guests.
1.1(c)	<i>Not required from Crown</i>		
1.1(d)	Implement extensive energy metering and sub-metering to support energy monitoring as required by Green Star Rating and NABERS Rating (as applicable)	PDA Schedule 4 - Climate Positive Initiative	Crown will implement energy metering and sub-metering at the Integrated Hotel Resort to the extent required to satisfy the metering and monitoring requirements under the Green Star Rating and the Required NABERS Rating
1.1(e)	<i>Not required from Crown</i>		
1.1(f)	<i>Not required from Crown</i>		
1.1(g)	<i>Not required from Crown</i>		
1.2(a)	<i>Not required from Crown</i>		
1.2(b)	<i>Not required from Crown</i>		
1.2(c)	On site stormwater treatment will exceed National Best Practice standards of 80% reduction in suspended solids and 45% reduction in nitrogen and phosphorous	PDA Schedule 4 - Climate Positive Initiative	Crown will be harvesting and pre-treating stormwater through garden bio filtration systems at the Integrated Hotel Resort prior to discharge to the Barangaroo South precinct system. The precinct system will provide the final stormwater treatment prior to discharge to Darling Harbour, via the existing northern stormwater pipe.
1.2(d)	Rainwater will be harvested from building roofs, when not used for 'green roofs'.	PDA Schedule 4 - Climate Positive Initiative	Crown will implement rainwater harvesting or green roofs at/on the Integrated Hotel Resort.
1.3(a)	Promote sustainable consumption and waste minimisation through education initiatives across the precinct	PDA Schedule 4 - Climate Positive Initiative	Crown will implement sustainable consumption and waste minimisation education initiatives at the Integrated Hotel Resort.

Ref	Other environmental initiatives – Description	Source of Requirement	Integrated Hotel Resort Requirement
1.3(b)	Establish at-source segregation through precinct waste management practices	PDA Schedule 4 - Climate Positive Initiative	Crown will implement waste principles capable of dealing with recyclable materials and mixed waste streams at the Integrated Hotel Resort.
1.4(a)	ICT Infrastructure - facilitate precinct communication using fibre optic and wi-fi networks	PDA Schedule 4 - Climate Positive Initiative	Crown will provide wi-fi to visitors and guests of the Integrated Hotel Resort.
1.4(b)	ICT Infrastructure - facilitate precinct communication using community web site	PDA Schedule 4 - Climate Positive Initiative	Crown will communicate with its visitors, guests and staff via the Crown intranet and will provide staff with a link to the community website.
1.4(c)	<i>Not required from Crown</i>		
1.4(d)	<i>Not required from Crown</i>		
1.5(a)	Materials: Develop a stakeholder engagement strategy and materials selection process designed to: - Preserve natural resources - Protect human health and ecosystems - Support local industry and new innovative approaches	PDA Schedule 4 - Climate Positive Initiative	Crown will support Barangaroo South precinct strategy and use reasonable endeavours to require the Builder to do so.
1.5(b)	<i>Not required from Crown</i>		
1.5(c)	Conduct lifecycle analysis of the top 20 materials used on the site	PDA Schedule 4 - Climate Positive Initiative	Crown will provide information to LLMP to support this initiative.
1.6	<i>Not required from Crown</i>		
1.7(a)	Encourage workforce green skills development through implementation of: (i) A Green Skills Exchange; (ii) 20% of skilled trade work on site by apprentices; (iii) All project staff undertaking a sustainability core skills program (or equivalent)	PDA Schedule 4 - Climate Positive Initiative	Crown will support this Barangaroo South precinct strategy and use reasonable endeavours to procure the Builder to comply.

Ref	Other environmental initiatives – Description	Source of Requirement	Integrated Hotel Resort Requirement
	sustainability training).		
1.7(b)	Commence a community engagement strategy during the delivery phase through: (i) A comprehensive stakeholder management plan (ii) <i>Not required from Crown</i> (iii) <i>Not required from Crown</i> (iv) Artwork incorporated into hoarding (v) <i>Not required from Crown</i>	PDA Schedule 4 - Climate Positive Initiative	Crown will support Barangaroo South Precinct strategy and use reasonable endeavours to procure the Builder to comply.
1.7(c)	<i>Not required from Crown</i>		
1.7(d)	Develop a green travel plan for the construction phase	PDA Schedule 4 - Climate Positive Initiative	Crown will support Barangaroo South precinct strategy and use reasonable endeavours to procure the Builder to comply.
1.7(e)	Develop site establishment using sustainable design principles	PDA Schedule 4 - Climate Positive Initiative	Crown will support Barangaroo South precinct strategy and use reasonable endeavours to procure the Builder to comply.
1.8(a)	Transport: Pedestrian and cycling provision on site	PDA Schedule 4 - Climate Positive Initiative	Crown to provide on site as required at the Integrated Hotel Resort.
1.8 (b)	<i>Not required from Crown</i>		
1.8 (c)	<i>Not required from Crown</i>		
1.8 (d)	<i>Not required from Crown</i>		

Annexure 14 - Social Sustainability Schedule

1. **United Voice:** Crown Resorts Limited (**Crown**) and United Voice (NSW Branch) trade union (**United Voice**) have entered into a memorandum of understanding whereby Crown has agreed to consult and work with United Voice to deliver the Integrated Hotel Resort and to develop workforce planning and training.
2. **Mission Australia:** Crown and Mission Australia have entered into a memorandum of understanding detailing a number of responsible gaming support services which will be delivered by Crown and Mission Australia at the Integrated Hotel Resort including responsible gaming training and education for Crown employees; provision of 24/7 multi-lingual responsible gaming counselling services; conduct of a self-exclusion program; the creation of dedicated responsible gaming roles at the Integrated Hotel Resort; access to a variety of responsible gaming and related information; a Responsible Gambling Code of Conduct; and the conduct of an employee assistance scheme.
3. **Sydney Arts Fund:** the Crown Resorts Foundation has established a \$60 million Sydney Arts Fund.

Annexure 15 - Crown Agreed Rights and Crown Agreed Obligations

1. Crown Agreed Rights

The **Crown Agreed Rights** are the rights accruing to LLMP under the clauses of the PDA which relate to the Crown Agreed Obligations and with respect to the following:

Assistance by the Authority

- (a) subject to Crown complying with the provisions of paragraph (k) of the Crown Agreed Obligations, the Authority, in its capacity as landowner, agrees to sign all documents and promptly provide all authorisations, consents and approvals as may be reasonably required to enable Crown to lodge any Application with a Consent Authority; and

Site co-ordination

- (b) the Authority agrees to use its reasonable endeavours to minimise any inconvenience to Crown caused by any site coordination issues during the construction phase of other developments within Barangaroo and during the long term operation of completed developments and provide Crown, where possible, with reasonable prior notice if the processes are likely to impact on the carrying out of the Crown Essential Infrastructure.

2. Crown Agreed Obligations

The **Crown Agreed Obligations** are, to the extent that they remain unsatisfied by LLMP and therefore must be complied with by Crown:

Works obligations

- (a) all of the obligations of the Lessee contained in Attachment 1 to the Pro forma Lease being Annexure B to the PDA, to the extent that they relate to a Step-in Component;

Payment Obligations

- (b) either:
 - (i) where a 'Barangaroo Contributions Plan' is made by the Authority and approved by the Minister (as contemplated by section 32 of the BDA Act), the payment of an amount properly determined by the Authority in accordance with the PDA, to be payable on account of Developer Contributions (as defined in the PDA) to the extent it relates to a Step-in Component and within 20 Business Days after Practical Completion of the Step-in Component; or
 - (ii) where paragraph (b)(i) does not apply, the payment to the Authority of amounts equivalent to the amounts that LLMP would have been required to pay the Authority pursuant to clause 5.2 of the PDA to the extent it relates to a Step-in Component, if the Authority had given LLMP written notice that it had accepted that offer, at such times, and in such a manner, as contemplated in that clause 5.2 of the PDA, provided that if at any time during the term of this deed, the provisions of paragraph (b)(i) do apply, then any amount paid by LLMP pursuant to this paragraph (b)(ii) will be taken to be in part satisfaction of LLMP's obligations to pay contributions under the Barangaroo Contributions Plan and clause 5.2 of the PDA.

- (c) the payment of an amount properly determined by the Authority in accordance with the PDA, to be payable on account of the Public Art and Cultural Development Contribution (as defined in the PDA) with respect to a Step-in Component and within 20 Business Days after Practical Completion of the Step-in Component.
- (d) the payment of the following, in each case, with respect to the area which is made available to Crown for the construction of a Step-in Component:
 - (i) all costs, levies, contributions and fees of whatever description in cash or kind lawfully imposed by any Public Authority;
 - (ii) all amounts and costs of any kind whatsoever which are assessed, incurred or levied; and
 - (iii) Costs for installing, connecting, supplying, renting, operating, maintaining, servicing, repairing and replacing services used by Crown and upgrading those Services to comply with any Law.

Provisions of Public Domain Works Portion Bank Guarantee

- (e) to the extent the Step-in Component includes Public Domain (as defined in the PDA), the provision of a Bank Guarantee for an amount properly determined by the Authority in accordance with the PDA), on commencement of the Public Domain Works Portion;

POEO Act compliance

- (f) the compliance with all relevant licences issued under the POEO Act to the extent relevant to the Step-in Component, whether issued to the Authority or LLMP;

Appointment of a Builder

- (g) the appointment of a Builder under a Building Contract only with the prior approval of the Authority and the provision of a warranty to the Authority that, after due enquiry, the Builder has the capacity, financial resources, experience and expertise to comply with all the Builder's obligations under the proposed Building Contract in relation to the carrying out of the Step-in Component;
- (h) the compliance with clause 12 of the PDA with respect to the Building Contract and to the extent relevant to the Step-in Component; and
- (i) the compliance with clauses 13.4 and 13.4 of the PDA prior to commencing any relevant Step-in Component;

Making applications

- (j) Step-in Component, the compliance with clauses 8, 9 and 10 of the PDA;

Barangaroo Works

- (k) the compliance with clause 15 of the PDA, to the extent that the Step-in Component includes 'Barangaroo Works';

Insurance proceeds

- (l) the application of insurance proceeds relating to the Step-in Component, as contemplated by clause 35.19 of the PDA; and

Miscellaneous

- (m) the compliance with the following provisions of the CDA with respect to the Step-in Component:
- (i) clause 32 (Environmental, native title and heritage obligations);
 - (ii) clause 42 (Intellectual Property);
 - (iii) clause 52 (Representatives);
 - (iv) clause 54 (Costs); and
 - (v) clause 55 (General requirements for payments).

Annexure 16 - Fitout Statement

[Insert date]

Development Director, Barangaroo South
Barangaroo Delivery Authority
Level 21, 201 Kent Street
Sydney NSW 2000

Dear [insert]

Barangaroo South
Planning Application Request for Landowner's Consent: [insert tenant]
Premises: [insert description of premises]

In relation to [insert tenant's name] request for landowner's consent to its planning application, Crown Sydney Property Pty Limited (Crown) confirms that:

1. The planning application relates to fitout works;
2. Crown has no objection to the Authority granting its landowner's consent to the planning application;
3. The proposed fitout works the subject of the planning application:
 - a. do not affect or relate to external appearance of any Building or the interface between the building in which the premises is located and any publicly accessible areas of the building; and
 - b. will not impact on any publicly accessible areas located outside the building in which the premises is located; and
4. The proposed fit out works (as and when designed and constructed) will not prevent Crown from being able to comply with its relevant obligations under the Crown Development Agreement.

Yours sincerely

[insert name]
Project Director/Director
Crown Sydney Property Pty Limited
ACN 166 326 861

Annexure 17 - Moral Rights Letter of Consent

Moral Rights Consent

In relation to any Moral Rights the **[Author]** (Author) has in respect of **[specify the relevant copyright work(s) - eg the relevant architectural plans]** (Copyright Works), the Author hereby consents to **[Crown Sydney Property Pty Ltd]** (Crown), the Barangaroo Delivery Authority (Authority) [and (if the Author is engaged after the Commencement Date), the Authority's nominee Lend Lease (Millers Point) Pty Limited (LLMP)], doing or authorising the doing of the following acts or making or authorising the making of the following omissions (whether occurring before or after this consent is given) anywhere in the world:

- (a) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
- (b) have the Copyright Works bear the name of Barangaroo or such other address of that property, or bear the name of Crown, the Authority or any other person associated with the development of that property; and
- (c) modify, alter, adapt, distort or otherwise change any of the Copyright Works as it sees fit in its absolute discretion, including:
 - (i) by casting or translating those Copyright Works into other dimensions, format or media; and
 - (ii) by changing, relocating, demolishing or destroying any 2 or 3 dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.

The Author acknowledges that Crown, the Authority and, if the Author is engaged after the Commencement Date, the Authority's nominee LLMP will be relying on the consents in this document and that those consents are intended to be legally binding.

Dated

Signed by [Author] in the presence of:

Signature

Signature of Witness

Name of Witness in full

Retail Leasing Strategy "Crown Sydney Hotel Resort", Barangaroo

1. Purpose of Retail Leasing Strategy

The purpose of this document is to set out the strategy for the retail space within the Crown Sydney Hotel Resort, Barangaroo, some of which will be leased to third parties and some of which will be operated by Crown Sydney.

2. Standard Requirement

Retail outlets must support an upmarket destination appeal.

All retail outlets are to be of a high end standard, befitting their location within a six-star luxury hotel resort.

3. Target Audience

Retail outlets are to serve the anticipated target audience including:

- (a) hotel guests;
- (b) patrons of the restricted gaming facility;
- (c) high net worth residents;
- (d) precinct related commuter traffic (including for example business executives, visitors and workers); and
- (e) other tourists and visitors.

4. Categories of Retail

Retail within the Crown Sydney Hotel Resort is to include a mix of the following retail categories:

- (a) "high end" or luxury goods retail outlets, including for example (without limitation) fashion outlets, jewellery outlets, specialty accessories, floral, technology, upmarket souvenirs and art galleries;
- (b) food retail and food experience outlets, including bars, cafes and restaurants which are either for example:
 - (i) fine dining;
 - (ii) casual dining;
 - (iii) signature / experiential dining;
 - (iv) bars / cafe;
 - (v) Nightlife venue;

- (c) health, beauty and well-being outlets, including for example (without limitation) day spas, hairdressers, beauticians and alternative therapies; and
- (d) any other retail outlet meeting the standard requirements set out in paragraph 2 and serving the target audience identified in paragraph 3, for example travel related services or other niche retail outlets.

Annexure 19 - Crown Management Committee Reports

The Reports set out below are to be provided in both electronic format ("soft" copy) and on paper ("hard" copy).

Title of Report	Frequency	Contents
Target development program	Quarterly	Actual progress compared to forecast. Extensions of time sought or obtained. Amendments to the program (if any).
Development Program	Quarterly	Updating
Development Application Quarterly description and status of Significant Applications	Quarterly	Description and status of Significant Application
Crown Public Domain	Quarterly	Staging of the Crown Public Domain Works. Information is to be provided for each stage on a summarised project level being: • Commencement of work • Progress of work • Completion/commissioning of work
Marketing	Quarterly	Proposed Marketing activities for Barangaroo for the following 12 months.
Climate Positive Project Specific Work Plan / World's Best Practice	Every 2 Years	Information to the extent necessary to satisfy the Developer's obligations under clause 10.
Utilities	Quarterly	Update of progress meetings
Project Reports	Monthly	Specific project reports on topics requiring Management Committee approval
Authorities	Monthly/Quarterly	Initially during planning period provide regular updates on all discussions with the Department of Planning and Environment pre application
Administration of CDA	Monthly	Administration matters as required by the CDA including reports on achieving Milestones as against Milestone Dates and noting whether there is an event which may materially and adversely impact on the progress of achieving the Milestones by the Milestone Dates



Annexure 21 - Proposed Premises Plan