

	SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
						1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
			supply of electricity to a shared area (e.g. light and power for the B2 carpark area or electricity supply to a mechanical switchboard that supports the loading dock supply and exhaust fans) _a	*Infrastructure Lots ₇ *Bike Lot _a Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential _a		item/s benefited (e.g. bike amenity light & power supply by bike space, shared security control room light and power by GFA.
	5.5.3	Shared Campus/Precinct Node Rooms (Telco & Comms) located on Basement Level 2 of Basement 1a	-Includes the repair and maintenance of fixtures and fittings within these rooms.	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots *Bike Lot _a R4 & R5 Retail, R4 Residential, R5 Residential _a	Essential	3. By Area - GFA
	5.5.4	Ausgrid Distribution Switching Station & Ausgrid Ventilation Shafts	Includes the cleaning, repair and maintenance of the shafts and associated louvres. NOTE: The shafts and louvres <u>extend from the basement through the podium levels</u> and form part of the building essential infrastructure. These shafts are not able to have any additional services (e.g. conduit, water pipe etc.) installed within them. Louvres must remain clear and unobstructed.	C3, C4, C5 _a R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots ₇ *Bike Lot, R4 & R5 Retail, R4 Residential, R5 Residential _a	Essential	3. By Area - GFA
	5.6	Loading Docks				
	5.6.1	Loading dock No:1 (Northern dock) including the Main Dock master office located on Basement Level 2 of	Includes planned and reactive maintenance of the: <ul style="list-style-type: none"> • dock master office and its fixtures and fittings;_a 	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots _a	Essential	3. By Area — GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
	Basement 1a	<ul style="list-style-type: none"> the boom gates adjacent the dock master office; IT hardware & software (e.g. PC / tablet, delivery management system etc.) used by these stations; and Dock master salary and all costs for staff scheduled to this post. 			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.6.3	Loading dock No:2 (Courier Loading dock) including the Dock master office located on Basement Level 2 of Basement 1a		C3, C4, C5, *Infrastructure Lots	Essential	3. By Area - GFA
5.6.4	Loading dock No:3 (Southern dock) including the Dock master office located on Basement Level 2 of Basement 1a		C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA
5.6.5	Loading dock No:4 within Basement 1b		R4 & R5 Retail, R4 Residential, R5 Residential		
5.7	Access ways and Entry / Exits				
5.7.1	Entry / exit No: 1 - Basement 1a (Loading Dock entry & exit, and carpark entry from the Northern site boundary) includes the vehicular ramp from the property boundary to the point where the carpark entry ramp turns off.	Includes all planned and reactive maintenance and replacement specific to the following items expected to be within the areas: <ul style="list-style-type: none"> roller shutter/s; boom gates; Access control stations / points; pedestrian warning devices; floor and wall finish repair and maintenance; line marking; safety and directional signage; lighting repair; and 	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots	Essential	3. By Area - GFA
5.7.2	Entry / exit No: 2 - Basement 1a includes the carpark exit ramp to Hickson Rd property boundary from Basement		C3, C4, C5, R8 & R9 Residential, *Infrastructure Lots	Essential	4. By car space numbers

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
	Level 1	<ul style="list-style-type: none"> ventilation systems₂ 			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.7.3	Entry / exit No: 3 - Basement 1a includes the car carpark entry / exit vehicular ramp from the southern site boundary to B1 level		C3, C4, C5, R8 & R9 Residential, *Infrastructure Lots ₂	Essential	4. By car space numbers
5.7.4	Entry / exit No: 4 - Basement 1b includes the car park and loading dock shared entry / exit vehicular ramp(s)		R4 & R5 Retail, R4 Residential, R5 Residential ₂	Essential	4. By car space numbers
5.8	Shared Rooms				
5.8.1	Shared Security Control room located on Basement Level 2 of B Basement <u>1a</u>	Includes procurement, repair and maintenance and replacement of: <ul style="list-style-type: none"> all finishes, furniture and fittings₂ planned and reactive maintenance of all systems serving the Basement (including all hardware, software, PC's, monitors, head ends and control panels and required for system operation). This will include 2 way radios including chargers and location devices₂ security related items e.g. torches, locks and chains₂ crowd control and mobile directional signage and crowd control items e.g. bollards and barrier tape etc.₂ 	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots ₂ , *Bike Lot ₂	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		<ul style="list-style-type: none"> cleaning and pest control of this room-; air conditioning, ventilation and associated controls of the room-; and staff salary and associated costs for security staff who are not dedicated to a specific stratum Lot. This includes the Security Manager, night & weekend security control staff and precinct roving officers who complete tasks within the basement area. 			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.8.2	Shared Operations room located on Basement Level 2 of B Basement 1a	<p>Includes the repair and maintenance and replacement of:</p> <ul style="list-style-type: none"> all finishes, furniture and fittings-; Includes repair and maintenance and replacement of any equipment not otherwise covered under SF 4.0 Management / Control Systems-; cleaning and pest control of this room-; and air conditioning, ventilation and associated controls of the room. 	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, *Infrastructure Lots;	Essential	3. By Area - GFA
5.8.3	Shared Staff Induction rooms located on Basement Level 2 of Basement 1a	<p>Includes repair and maintenance and replacement of:</p> <ul style="list-style-type: none"> furniture and fixtures-; induction software and equipment including PCs, monitors and related <u>audio-visual</u> and presentation equipment-; and whitegoods, cutlery and crockery etc-; 	C3, C4, C5, R8 & R9 Retail, *Infrastructure Lots-;	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
					1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.8.4	Shared Staff Lounge located on Basement Level 1 of Basement 1a	Includes the repair and maintenance and replacement of: <ul style="list-style-type: none"> all finishes, furniture and fittings; Includes repair and maintenance and replacement of any equipment; cleaning and pest control of this room; <u>and</u> air conditioning, ventilation and associated controls of the room. 	C3, C4, C5, R8 & R9 Retail, *Infrastructure Lots ₂	Essential	3. By Area - GFA
5.8.5	Contractors Amenity rooms located on Basement Level 1 & Basement Level 2 of Basement 1a	Includes the repairs, maintenance and replacement of: <ul style="list-style-type: none"> supply of consumables; toilets, shower fixtures, basins, lockers and fittings; <u>and</u> Hot water service and tempering valves. 	C3, C4, C5, R8 4 & R9 Residential, R8 4 & R9 Retail, *Infrastructure Lots ₂	Essential	3. By Area - GFA
5.8.6	First aid room located on Basement Level 2 of Basement 1a	Includes all maintenance and restock of first aid equipment, repair of furniture and fixtures within room.	C3, C4, C5, R8 4 & R9 Residential, R8 4 & R9 Retail <u>R4 & R5 Retail</u> , <u>R4 Residential</u> , <u>R5 Residential</u> , *Infrastructure Lots, *Bike Lot, *Public Domain ₂	Essential	3. By Area - GFA
5.8.7	Central Mail & Courier parcel drop / collection room in Basement 1a	Includes the planned and reactive maintenance and replacement of: <ul style="list-style-type: none"> all floor wall and ceiling finishes; all furniture, joinery and fixtures and fittings; any shared mail / parcel related service and 	C3, C4, C5 ₂	Essential	3. By Area - GFA

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		equipment and system not directly charged to tenants or covered <u>and</u> elsewhere in this Shared Facility Table			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
5.8.8	Shared Equipment storage rooms located on Basement Level 2 of Basement 1a	Includes the repairs and maintenance and replacement to doors and locks and fixtures and fittings within the rooms.	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail	Essential	3. By Area - GFA
6.0	Utilities				
6.1	Utility Use				
6.1.1	Electricity, Gas, Potable water, Recycled water & Chilled water use	Includes the use of all utilities within the basement area for shared facility's <u>facilities</u> services and areas.	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, Associated with Basement 1b: R4 & R5 Retail, R4 Residential, R5 Residential.	Essential	1. By the apportionment method of the Shared Facility if metered separately or 2. By GFA for shared areas and shared services that are not metered separable or able to be specifically allocated.
6.1.2	Sub meters for utility services (electricity, water & gas) use for shared areas and services and areas.	Includes sub meter repair, calibration and replacement of basement shared facility's <u>facility's</u> meters.	Associated with Basement 1a: C3, C4, C5, R8 & R9 Residential, R8 & <u>R9</u> Retail, Associated with Basement 1b: R4 & R5 Retail, R4 Residential,	Essential	1. By the apportionment method of the Shared Facility if metered separately or 2. By GFA for shared areas and shared services that are not metered separable or able to be specifically allocated.

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
			R5 Residential		1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
6.2	Central Infrastructure Plant (If non-Green Utility period)				
6.2.1	Central Chilled Water Plant including: Chilled Water Plant and reticulation including Harbour Heat Rejection plant	Includes all planned and reactive maintenance and replacement of The CCW plant, all related equipment, meters and consumables. This extends to all supplementary systems for the Chilled Water system such as conditioning and ventilation of plant rooms and lighting repair. Includes cleaning of equipment rooms, pest control and general maintenance of fixture, fittings and access control required in the precinct plant rooms. Includes all utility supply (electricity and water) inputs into the plant as well as any supplementary systems such as plant room conditioning and ventilation etc. <u>Includes costs associated with certification of the Chilled Water Plant as required by Authorities.</u>	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots, Bike Lot	Essential	1. Metered usage - % of metered use. Water (output). 5. Other - 50/50 split between Peak Cooling Load & Cooling Energy Usage.
	Recycled Water Treatment plant	This includes all planned, reactive and consumables required to maintain the operation of the blackwater treatment plant, equipment, meters, including monitoring, testing and licencing requirements. Includes all cleaning, pest control and general maintenance of fixture, fittings and access control required in the recycled water plant rooms <u>plantrooms</u> Includes all utility supply (electricity and water) inputs into the plant as well as any supplementary systems	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, Bike Lot	Essential	1. Metered usage - % of metered use of recycled water (output).

SF	Shared Facility (assumed to be basement unless noted otherwise)	Notes / description	Members Benefited / Entitled to Use Shared Facility*	Type of Shared Facility in terms of Participation (Essential, Optional)	Apportionment Method (method and types of costs set out below)
		such as plant room conditioning and ventilation etc. <u>Includes costs associated with certification of the Recycled Water Plant as required by Authorities.</u>			1. Metered Usage; 2. Measured Usage; 3. By Area (GFA); 4. By Car Space Numbers; 5. Other / Forecast.
	Embedded network	Includes all planned and reactive maintenance of the electrical distribution system including shared substations and associated electrical equipment, meters, switch gear and controls. Includes all cleaning, pest control and general maintenance of fixture, fittings and access control required in the embedded network plant / switch rooms etc.	C3, C4, C5, R8 & R9 Residential, R8 & R9 Retail, R4 & R5 Retail, R4 Residential, R5 Residential, H1, *Infrastructure Lots; *Bike Lot.	Essential	1. Metered usage - % of metered use of electricity

NOTE 1: * indicates where a member is benefitted by a shared service but makes no contribution towards the described costs incurred.
For the avoidance of doubt Infrastructure Lots and Bike Lot will require to contribute to insurance costs as noted in this Shared Facility table.

NOTE 2: For each shared service area and system identified in the above table every effort has been made to identify the required tasks and inclusions. The items noted are not exhaustive and should be used as a guide to indicate the typical tasks and systems within each shared service area or system.

NOTE 3: Items that are dedicated to a specific stratum and thus are not shared and do not appear in this table include but not limited to:

- Westpac carpark roller shutters (C4)
- Residential carpark shutter and carpark area (R8/R9 Residential Lot)
- Tenant specific storerooms (C3, C4, C5, R8/R9 Residential, R4 & R5 Residential and R8/R9 Retail Lots)
- Grease arrestors (C3, C4, C5, R4/R5 Retail, and R8/R9 Retail Lots)
- Building Fire Control Rooms (C3, C4, C5, R4 Retail & Residential, R5 Retail & Residential and H1)
- Cleaners rooms (C3, C4 and C5 Lots)
- Workshop areas (C3, C4 and C5 Lots)
- Mailrooms (excluding Central mail & Courier room) (C3, C4 and C5 Lots)

NOTE 4: Worked Examples of each Apportion Method based on a \$5,000 invoice and the Benefiting Lots being C4 and C5:

1. Metered Usage - If the meter readings for the period of the invoice is C4 (20,000kWhr) and C5 (15,000kWhr), C4 would be apportioned approx. 57.14% and C5, 42.86% respectively and thus the split of the recovery would be C4 = \$2,857.14 & C5 = \$2,142.86.
2. Measured Usage - If the waste tonnage collected from each building for the period of the invoice is C4 (200kg) and C5 (250kg), C4 would be apportioned approx. 44.44% and C5, 55.56% respectively and thus the split of the recovery would be C4 = \$2,222.22 & C5 = \$2,777.78.
3. By Area (GFA) - If the areas for the period of the invoice are C4 (99,400sqm GFA) and C5 (90,500sqm GFA), C4 would be apportioned approx. 52.34% and C5, 47.66% respectively and thus the split of the recovery would be C4 = \$2,617.17 & C5 = \$2,382.83.
4. By Car Space Numbers - If the car space numbers for the period of the invoice are C4 (165) and C5 (149), C4 would be apportioned approx. 52.55% and C5, 47.45% respectively and thus the split of the recovery would be C4 = \$2,627.39 & C5 = \$2,372.61.
5. Other / Forecast - If the "Other" is noted as "by bike space" and the numbers for the period of the invoice are C4 (487) and C5 (252), C4 would be apportioned approx. 65.90% and C5, 34.10% respectively and thus the split of the recovery would be C4 = \$3,294.99 & C5 = \$1,705.01.

Part C – GFA

For the purposes of this Shared Facilities Schedule, the GFA of each relevant Lot is set out below: **Drafting Note: to be completed**

Lot	GFA
C1	
C2	
C3	
C4	
C5	
C6	
C7	

Lot	GFA
C8	Note: During the Development Period the GFA of the Residue Lot does not include any part of the Residue Lot which is not available for use as a Shared Facility
R1	
R2	
R3	
R4	
R5	
R6	
R7	
Residential	
H1	
CCW Lot	
RW Lot	
EN Lot	
Bike Lot	
Residue Lot <u>(RL)</u>	

Barangaroo South – Building Management Statement

~~Schedule 2 – Worked example of the division of costs for Shared Facilities~~

~~{Drafting Note: worked example to be included.}~~

Barangaroo South – Building Management Statement

Schedule 23 - Shared Facilities Plan

Barangaroo South – Building Management Statement

Schedule 34 - Appointment Form

BARANGAROO SOUTH

Appointment Form

This form is for use by members of the Barangaroo South Building Management Committee who wish to appoint a new or replacement representative or substitute representative. See clause 22 in the Barangaroo South building management statement for more information.

Date	
Your name	
Lot owned	

Part A

Appointment of a new representative

Complete this part if you have not previously appointed a representative.

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part B

Appointment of a replacement representative

Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative.

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part D

Appointment of a replacement substitute representative

Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?	

.....
Signature or execution by Member

.....
Signature of representative or substitute representative (or replacement representative or substitute representative)

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement representative or substitute representative).

Barangaroo South – Building Management Statement

Schedule ~~5~~4 - Membership Form

BARANGAROO SOUTH Membership Form

This form is for use by new members of the Barangaroo South Building Management Committee or existing members who lease their lot or change their contact details. See clause 23 in the Barangaroo South building management statement for more information.

Date	
Your name	
Lot owned	

Part A: New member

Complete this part if you have purchased a stratum lot or are a new owners corporation.

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

As a new Member I hereby covenant by way of deed poll for the benefit of all Members of Barangaroo South from time to time and for the benefit of the Developer, the Stakeholder and each Occupier from time to time to comply with my obligations under the building management statement as a Lot Owner in Barangaroo South.

Part B: New tenant or licensee

Complete this part if you are the owner of a stratum lot and you have leased or licensed your lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details.

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

EXECUTED as a deed

Signature or execution by
Member

.....

Barangaroo South – Building Management Statement

Schedule 56 - Proxy Form

BARANGAROO SOUTH

Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,, appoint as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for *months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member)

Signature or representative or substitute representative (if proxy appointed by them)

Signature of proxy

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Barangaroo South – Building Management Statement

Schedule 6~~7~~ - Acknowledgement Document

Date:

Name of Supplier:

Address of Supplier:

As a Supplier [*replacing (insert)/ if applicable*] I hereby covenant by way of deed poll for the benefit of all Members of Barangaroo South from time to time and for the benefit of the Developer, the Stakeholder and each Occupier from time to time to comply with my obligations under the building management statement as a supplier in Barangaroo South from A#.

A# is:

- the date of the sublease document; or
- the date the transfer of sublease takes effect

Complete these details:

Your address for service of notices	
Your telephone number	
Your facsimile number	

[insert execution]

Barangaroo South – Building Management Statement

Schedule ~~8~~7 – Indicative list of components in Barangaroo South

[Drafting note: this table will need to be updated by the Developer prior to finalisation of the actual BMS to be registered. The content of the table is the indicative list as at June 2012.]

Component	Description	Member
C1	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C1 Owner
C2	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C2 Owner
C3	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C3 Owner
C4	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C4 Owner
C5	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C5 Owner
C6	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C6 Owner
C7	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C7 Owner
C8	A stratum lot containing a commercial building (with ancillary retail areas and associated carparking)	C8 Owner
R1	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R1 Owner
R2	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R2 Owner
R3	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R3 Owner

Component	Description	Member
R4	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R4 Owner
R5	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R5 Owner
R6	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R6 Owner
R7	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	R7 Owner
Residential	A stratum lot containing residential apartments which will be further subdivided under the Subdivision Legislation	Residential Owner
RET	A stratum lot containing retail facilities	RET Lot Owner
H1	A stratum lot containing a hotel	H1 Owner
CCW Lot	A stratum lot containing the Barangaroo South central chilled water facility	CCW Owner
RW Lot	A stratum lot containing the Barangaroo South central recycled water facility	RW Owner
EN Lot	A stratum lot containing the Barangaroo South central embedded network	EN Owner
BE Lot	A stratum lot containing the Barangaroo Experience Facility	BDA
Tunnel Facility	A stratum lot containing the support structure for a future railway station	RailCorp

Barangaroo South – Building Management Statement

Schedule ~~9~~8 - Call Option Exercise Notice

[Insert date]

Supplier
[Insert address details]

Dear Sir/Madam

Call Option Exercise Notice

We refer to the building management statement registered in respect of Barangaroo South which includes a form of this notice as a schedule.

We are exercising the Call Option contained in Part 8 of the building management statement.

This is a “Call Option Exercise Notice” for the purposes of the building management statement and by delivering it to you, the rights in the building management statement which are exercisable by the giving of a Call Option Exercise Notice in respect of the Call Option are exercised.

The Call Option Completion Date is nominated as [*insert date*].

Yours faithfully

Chairman
Building Management Committee

Barangaroo South – Building Management Statement

Schedule 910 – Asset Sale Agreement

[insert]

Barangaroo South – Building Management Statement

Schedule 104 – Capital Improvements Schedule

Part A – Preliminary Capital Improvement Plan

The Preliminary Capital Improvement Plan must set out summary level information on the Supplier's proposed approach to the Capital Improvement Plan, including information on each of the following items and any other items that the Supplier considers necessary or desirable in describing its proposed approach to the Capital Improvement.

1 Description of the Capital Improvement

A description of the Capital Improvement, including:

- (a) project schematic;
- (b) concept design, including technology to be applied for the Capital Improvement;
- (c) the basis for selecting the technology to be applied for the Capital Improvement and evidence that the technology is the most appropriate technology for the Capital Improvement; and
- (d) any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement.

2 Costs and Benefits of the Capital Improvement

- (a) A written estimate of all costs and expenses (the “**Capital Improvement Development Upfront Costs**”) it reasonably forecasts to be incurred by it in connection with the processes referred to in clause 73.5 (“Capital Improvement Plan Development”) of this management statement (including any costs up until commencement of construction on the relevant Green Utilities Lot or Supplier's Infrastructure) together with sufficient documentary evidence of such estimates (expected to be provided by an independent quantity surveyor) and a reasonable cap or maximum amount that will be subject to reimbursement on the terms of the deed;
- (b) An estimate of the anticipated cost of providing the Capital Improvement, together with a summary-level breakdown for each of the major elements of the estimated Capital Improvement Capital Costs (expected to be provided by an independent surveyor);
- (c) Details of the procurement tender processes which the Supplier intends to undertake in respect of all goods and services that will contribute to the Capital Improvement Capital Costs. Pricing must be sought on the basis that prices remain valid for at least 270 days after the provision of the Capital Improvement Plan to the Committee, and that the price validity period will subsequently extend subject only to a price escalation methodology set out in the pricing response;
- (d) The impact of the Capital Improvement on the operating and maintenance costs of the Supplier's Infrastructure after completion;

- (e) The Supplier's good faith assessment of whether and to what extent the charges payable to the Supplier may vary as a result of the Capital Improvement being effected having regard to the repricing guidelines in Part C of this Capital Improvements Schedule.

3 Implementation of the Capital Improvement

- (a) Details of the proposed timetable to implement the Capital Improvement, including the Supplier's proposed construction and commissioning milestones; and
- (b) Details of the strategies and measures to be adopted to ensure that the Capital Improvement is delivered in accordance with the timing objectives of the Committee.

4 Funding

The proposed method of funding the Capital Improvement and the estimated cost of funding the Capital Improvement including those funds to be funded from:

- (a) the Supplier;
- (b) the Members; and
- (c) third parties.

5 Approvals

The material statutory approvals and licences required to implement the Capital Improvement and the timing of when such approvals would be expected to be achieved.

6 Documents

Details of the major terms of any new subcontracts that the Supplier expects will be required to facilitate the Capital Improvement.

7 Alternative options

Any alternative options proposed by the Supplier for delivering the Capital Improvement (including in relation to the technology to be used and the timing for delivery) which may provide an overall net benefit to the Committee.

Barangaroo South – Building Management Statement

Part B – Capital Improvement Plan

The Capital Improvement Plan must set out detailed particulars of the following items and any other items that the Supplier considers necessary or desirable in connection with a Capital Improvement.

1 Description of the Capital Improvement

A full description of the Capital Improvement, including:

- (a) project schematic;
- (b) details of design characteristics, including technology to be applied for the Capital Improvement;
- (c) independent confirmation that the technology to be applied is the most appropriate technology for the Capital Improvement. In support of this material, the Supplier must supply a report prepared by technical adviser approved by the Committee in such manner and form as the Committee directs (acting reasonably);
- (d) any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement;
- (e) the progress and status of the requirements required to be met under clause 73.5 (“Capital Improvement Plan Development”) prior to delivery of the Capital Improvement Plan.

2 Costs and Benefits of the Capital Improvement

A detailed description of the costs and benefits of the Capital Improvement, including:

- (a) details of the anticipated cost of providing the Capital Improvement (the proposed Capital Improvement Capital Costs), together with a detailed cost breakdown at a sub-system level and the basis for determining such costs (expected to be provided by an independent quantity surveyor);
- (b) confirmation that each price remains valid for at least 270 days after the provision of the Capital Improvement Plan to the Committee, and details of the price escalation methodology by which the price validity period for each pricing will extend, together with a non-binding recommendation from the Supplier on which price should be accepted; and
- (c) the impact of the Capital Improvement on the operating and maintenance costs of the Supplier’s Infrastructure after completion.

3 Implementation of the Capital Improvement

A detailed implementation and project plan for the Capital Improvement, including:

- (a) details of the proposed timetable to implement the Capital Improvement, including the Supplier’s proposed construction and commissioning milestones;
- (b) how the Supplier intends to manage the provision of the Supply Services to any entity for whom it supplies Supply Services during the implementation of the Capital Improvement (including any adverse impact to such entities likely to arise from the proposed Capital

Improvement and details of measures that will be taken to mitigate such impacts);

- (c) details of the strategies and measures to be adopted to ensure that the Capital Improvement is delivered in accordance with the timing objectives of the Committee and the risk allocation that supports these objectives; and
- (d) in order to facilitate Members' relationships with their tenants, the Supplier will provide detailed estimates of the time period/s during which the Supplier's Infrastructure will need to cease operating and/or operate at partial capacity to facilitate the Capital Improvement.

4 Funding

The proposed method of funding the Capital Improvement and the estimated cost of funding the Capital Improvement including those funds to be funded from:

- (a) the Supplier; and
- (b) the Members; and
- (c) third parties.

To the extent that the Capital Improvement will be financed on a secured basis, details of any proposed grant of security over any part of the relevant Green Utility Lot, the existing Supplier's Infrastructure, the Capital Improvement or any other property over which the Members have a mortgage or charge and the proposed terms of any required intercreditor arrangements to apply so as to protect the interests of the new financiers and the Committee.

To the extent that the Capital Improvement is to be funded by the Members, likely monthly capital contributions required and the terms and conditions on which the capital is to be provided.

5 Approvals

The material statutory approvals and licences required to implement the Capital Improvement including:

- (a) details of the effect of implementation of the Capital Improvement on the obligations and approvals of the Supplier under the Required Licences;
- (b) evidence that the Supplier has or will have the necessary approvals in respect of the Capital Improvement in place by the time such approvals are required to meet the proposed construction milestones and comply with any Required Licence conditions or development consent conditions under the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (c) any approvals required (by the Supplier or others) to implement any upgrades or augmentations required to any electricity or water infrastructure in connection with the Capital Improvement; and
- (d) details of any environmental impact assessments and requirements and the program implications of obtaining and complying with the approval terms.

6 Insurances

Details of any insurances required or intended to be taken out and maintained by the Supplier in respect of the Capital Improvement consistent with the Supplier's obligations under the Supply Agreements and this management statement.

7 Technical support

Demonstration that the Supplier's Infrastructure to be brought into commercial operation as a result of the Capital Improvement:

- (a) is capable of operating safely and in accordance with the Supplier's infrastructure operating plan and its water quality plan; and
- (b) will not adversely affect the quality of any Supply Services that may be provided under the Principal Supply Agreements.

In support of this material, the Supplier must supply a report prepared by an approved technical adviser in such manner and form as the Committee directs (acting reasonably).

8 Documents

To the extent that the Supplier will need to obtain consent from a counterparty to a contractual arrangement to facilitate the Capital Improvement:

- (a) details of the consent required;
- (b) the status of any consent from the relevant parties.

9 Capital Improvement Financial Model Value

A new "Capital Improvement Financial Model Value" as set out in Part D of this Capital Improvements Schedule.

10 Alternative options

Any alternative options proposed by the Supplier for delivering the Capital Improvement (including in relation to the technology to be used and the timing for delivery) which may provide an overall net benefit to the Committee.

11 Other issues

Any other issues which may include:

- (a) any other terms and conditions necessary to give effect to the Capital Improvement; and
- (b) any other additional information reasonably required by the Committee.

Barangaroo South – Building Management Statement

Part C – Independent determination of charges

1 Interpretation and time to be of the essence

- (a) In this Part C, unless the context otherwise requires:
 - (i) **Capital Improvement Dispute Notice** means a Capital Improvement Acceptance Notice served on the Supplier by the Committee in accordance with clause 73.6(a)(ii) of this management statement which excludes the binding offer from the Supplier of a new set of Charges for the provision of the Supply Services under the Supply Agreements;
 - (ii) **Charges** means the charges for the provision of the Supply Services under the Supply Agreements to apply on adoption of a Capital Improvement Plan;
 - (iii) **Expert** and **Umpire** means a person satisfying the criteria in clause 3 of this Part C and appointed as an expert or umpire pursuant to this Part C; and
 - (iv) a reference to a clause is a reference to a clause in this Part C unless otherwise stated.
- (b) In this Part C, time is of the essence. Failure to observe any time limit in this Part C is a failure to discharge the relevant obligation or exercise the relevant right.
- (c) When agreed or determined in accordance with this Part C, the Charges are binding on the parties as part of the Capital Improvement Plan.
- (d) In this Part C, a reference to the appointment of an Expert or an Umpire means that the Expert or Umpire accepts its appointment in writing.
- (e) Despite any other provision of this deed:
 - (i) the parties agree to direct the Experts and the Umpire to act in accordance with this Part C and Part D;
 - (ii) the Experts or the Umpire who agree or determine the charges must notify the Supplier and the Committee of the reasons for their determination (including their methodology, respective weightings and the comparable evidence on which they have relied); and
 - (iii) the Umpire and any sole Expert appointed by the President of the API may, at his discretion, speak to both the Supplier and the Committee in an endeavour to obtain a full understanding of this deed including Part C.

2 Essential qualifications of Expert and Umpire

- (a) Each Expert and Umpire must be a person who has (at the date of his appointment) not less than 5 years' practice valuing similar utility supplies in Sydney (or if an expert with such experience is not available, a person who has not less than 3 years' practice valuing similar utility supplies in Sydney).

- (b) In agreeing or determining the Charges, each Expert and Umpire must act as an expert and not as an arbitrator. Any laws relating to arbitration do not apply.

3 Committee Charges Notice

- (a) The Committee may, within 20 Business Days after service of the Capital Improvement Dispute Notice, serve on the Supplier a notice setting out the amounts and rates which the Committee considers to be appropriate as Charges in the Capital Improvement Plan (**Committee Charges Notice**).
- (b) If, within 20 Business Days after service of the Capital Improvement Dispute Notice, the Committee does not serve on the Supplier a Committee Charges Notice, then the Committee is deemed to have served a notice accepting that the amounts and rates notified in the Capital Improvement Plan.
- (c) If the Committee serves on the Supplier a Committee Charges Notice within 20 Business Days after service of the Capital Improvement Dispute Notice (the **Period**), then the Supplier and the Committee must try to agree the Charges within 20 Business Days after the expiration of the Period.

4 Supplier and Committee to appoint Expert and notify the other

- (a) If:
- (i) the Committee serves a Committee Charges Notice within the Period;
 - (ii) the Charges are not agreed under clause 3 within 20 Business Days after the expiration of the Period,

then each of the Supplier and the Committee must, on or by the relevant Appointment Date, appoint an Expert to determine the Charges to apply to the Capital Improvement Plan.

- (b) In this clause 4, the '**Appointment Date**' means the later of:
- (i) in relation to the Supplier: the date 5 Business Days after the Committee notifies the Supplier in writing that the Supplier has not served notice naming the Expert within the period referred to in paragraph 4(a); and
 - (ii) in relation to the Committee: the date 5 Business Days after the Supplier notifies the Committee in writing that the Committee has not served notice naming the Expert within the period referred to in paragraph 4(a).
- (c) If an Expert is so appointed by a party, the party must (on or by the relevant Appointment Date) serve notice on the other party nominating the Expert. The date of service of such a notice is a date of nomination for the purpose of this Part C.

5 Two Experts nominated

- (a) Where 2 Experts have been nominated in accordance with clause 4 they must, within 5 Business Days of the date of the later nomination (the

Nomination Date) and prior to making their determination of the Charges, agree upon and nominate an Umpire to determine the Charges should the Experts fail to do so in accordance with this clause. If the Experts cannot agree on or fail to nominate an Umpire within 5 Business Days of the Nomination Date, then either Expert, the Supplier or the Committee may request the President of the Institute of Chartered Accountants to promptly nominate the Umpire.

- (b) Subject to clauses 6 to 9 (inclusive), the nominated Experts must within 20 Business Days of the Nomination Date jointly determine the Charges and notify the Supplier and the Committee in writing of the amount determined.

6 Consequences of Committee's failure to nominate Expert

If:

- (a) the Committee fails to nominate an Expert in accordance with clause 4 within the time referred to in that clause; and
- (b) the Supplier does nominate a Expert in accordance with clause 4 within the time referred to in that clause,

then the Charges must be determined by the Supplier's Expert within 20 Business Days after being nominated, and his or her determination will be final and binding on the parties (except for manifest error) as if he or she had been appointed with the consent of the Committee.

7 Consequences of Supplier's failure to nominate Expert

If:

- (a) the Supplier fails to nominate an Expert in accordance with clause 5 within the time referred to in that clause; and
- (b) the Committee does nominate an Expert in accordance with clause 5 within the time referred to in that clause,

then the Charges must be determined by the Committee's Expert within 20 Business Days after being nominated, and his determination will be final and binding on the parties (except for manifest error) as if he or she had been appointed with the consent of the Supplier.

8 Consequences of neither party nominating Expert

If both the Supplier and the Committee fail to nominate an Expert in accordance with clause 4 within the time referred to in that clause, then the Charges to apply in the Capital Improvement Plan will be the amounts notified in the Supplier's Capital Improvement Plan.

9 Determination by umpire or sole Expert

- (a) Where:
- (i) 2 Experts have been nominated; and

- (ii) the nominated Experts fail to determine the Charges (and notify the Supplier and the Committee in writing of the amount determined) within 20 Business Days of the Nomination Date,

then either Expert, the Supplier or the Committee may request the Umpire to determine the Charges and the Umpire must determine the Charges (and notify the Supplier and the Committee in writing of the amount determined) within 20 Business Days of such request.

- (b) If the Umpire is requested to determine the Charges in accordance with sub-clause (a):

- (i) the Umpire's determination is final and binding on the parties (except for manifest error);
- (ii) in making his or her determination the Umpire shall have regard to any evidence submitted by the Experts as to their assessments of the Charges;
- (iii) in making his or her determination, the Umpire shall have regard to any written submissions made to the Umpire by or on behalf of the parties (and each written submission must be copied to the other party); and
- (iv) the Umpire must give his determination (and the reasons for it) in writing to the Supplier and the Committee within 20 Business Days of the request for the Umpire to make the determination.

- (c) If:

- (i) the sole Expert appointed fails to comply with clause 6 or 7 (as the case may be);
- (ii) the Umpire instructed under clause 9(a) fails to comply with clause 9(b)(iv); or
- (iii) any Umpire nominated under this sub-clause fails to comply with this sub-clause,

then either the Supplier or the Committee may request the President of the API to promptly nominate (on behalf of the Supplier and the Committee) an Umpire to determine the Charges within 20 Business Days of his nomination. The President of the API shall promptly notify the Supplier and the Committee of the Umpire's nomination and the nomination date. Clauses 9(b)(i) to 9(b)(iii) (inclusive) apply to any Umpire referred to in this sub-clause. The Umpire must give his determination (and the reasons for it) in writing to the Supplier and the Committee within 20 Business Days of the date of the Umpire's nomination.

10 Costs of Experts and Umpire

- (a) Subject to clause 10(b), each party must pay all the costs, fees and expenses of the Expert appointed by it.
- (b) The costs, fees and expenses of the Umpire and of any sole Expert appointed must be borne by the Supplier and the Committee in equal shares.

11 Criteria for determining the Charges

The amounts and rates constituting the Charges under a Capital Improvement Plan must be determined having regard to the Capital Improvement Financial Model Value as set out in Part D.

Part D – Capital Improvement Financial Model Value

Capital Improvement Financial Model Value shall mean that the net operating cashflow, following the inclusion of the Capital Improvement and inclusive of the Capital Improvement Costs and revised/new Charges with a resultant pre-tax 12% IRR.

Capital Improvement Costs include but are not limited to costs due to:

- (a) design and technical consultant services;
- (b) quantity surveying/cost planning services;
- (c) project and construction management;
- (d) procurement of all plant and equipment procurement of any augmentation or alteration to related infrastructure;
- (e) utilisation of temporary services etc. during the period of Capital Improvement installation whether to the site address or other connected site address within Barangaroo South;
- (f) authority permits and licences;
- (g) statutory planning and other authority approval processes;
- (h) legal costs;
- (i) finance charges; and
- (j) Committee third party consultants including legal or other reasonable costs.

The 12% pre-tax IRR hurdle is also to be used for alternative supply pricing review by the recipient of Supply Services where the Supplier's revised charges due to the Capital Improvement Expenses are under review.

Part E – Individual liability of each Member

The liability of each Member for Capital Improvements under clause 73 of this management statement is not joint but is several.

The proportions for which each Member is liable at any particular time is:

$$P = A \div B$$

Where:

$$P = \text{a Member's proportionate liability from time to time;}$$

A = the number listed in the table below with respect to that Member;

B = the aggregate of the numbers listed in the table below for each person who is at that time a Member.

Table

Member	Number
C3 Owner	[insert estimated GFA for C3]
C4 Owner	[insert estimated GFA for C4]
C5 Owner	[insert estimated GFA for C5]
Residential Owner	[insert estimated GFA for Residential]

Barangaroo South – Building Management Statement

Schedule 11 – Residential Supply Agreements

Barangaroo South – Building Management Statement

Signing page

DATED: _____

[execution for all Owners]

**EXECUTED by LEND LEASE
(MILLERS POINT) PTY LIMITED** in
accordance with section 127(1) of the
Corporations Act 2001 (Cwlth) by
authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company
secretary*

*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

SIGNED by

as delegate of **BARANGAROO
DELIVERY AUTHORITY** in the
presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of

By executing this instrument the
delegate states that the delegate has
received no notice of revocation of the
delegation.

**EXECUTED by LEND LEASE
DEVELOPMENT PTY LIMITED** in
accordance with section 127(1) of the
Corporations Act 2001 (Cwlth) by
authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company
secretary*

*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

[Drafting note: insert balance execution clauses]

Barangaroo South – Building Management Statement

Annexure A – Waiver Application

Barangaroo South – Building Management Statement

Annexure B – Waiver Letters

Annexure Q – Draft Barangaroo Management Plan

Barangaroo South Management Plan

*This draft has been prepared for discussion
purposes only.*

Discussion Draft

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Discussion Draft

Part 1 – Overview

1 About this Plan

1.1 Introduction

This Plan is a governance arrangement adopted by all of the key stakeholders within Barangaroo South for the ongoing long term management and operation of Barangaroo South and its interface with surrounding areas. The key stakeholders will include:

- (a) the Authority;
- (b) the Developer, for as long as it has outstanding obligations under the Barangaroo South Project Development Agreement (PDA);
- (c) the Tenants, including the Central Plant Lot Co-owners; and
- (d) each mortgagee in possession of any part of Barangaroo South.

(the **Stakeholders**).

It has been developed pursuant to clause 26.14 of the PDA in accordance with the principles outlined in Annexure P of the PDA.

Words and expressions which are used in this Plan have the meanings given to them in the Dictionary in Schedule 1 to this Plan.

1.2 Aim of this Plan

The overall aim of this Plan is to:

- (a) unite the Stakeholders;
- (b) encourage behaviour which is for the advantage of the Barangaroo Precinct as a whole;
- (c) provide the means for the Stakeholders to agree on how they will collectively deal with developing and implementing Climate Positive Initiatives which are agreed to by Special Resolution of the BMP Committee;
- (d) provide a framework for the BMP Committee to consider the support of low to non-income generating social programs and services for the Barangaroo Precinct;
- (e) provide a clear and transparent and consistent approach to the management framework and operating principles for the Barangaroo Precinct; and
- (f) ensure that all Stakeholders have the appropriate level of involvement in decision making embedded within a long term sustainable operating framework.

1.3 Objectives

The objectives of this Plan are as follows:

- (a) to provide for the establishment of the BMP Committee;
- (b) to ensure the appropriate management, maintenance, upkeep and repair of the Public Domain, including providing a forum for the Stakeholders to provide input to the Authority with respect to the management of the Public Domain;
- (c) otherwise to facilitate the use, upkeep and enjoyment of the Barangaroo Precinct by the Authority, the Tenants, the Occupiers and other persons having an interest in parts of the Barangaroo Precinct;
- (d) to discuss and resolve 'precinct wide' issues and potential opportunities which may benefit all Stakeholders, such as combined tendering of services for multiple areas;
- (e) to facilitate discussion and development of Climate Positive Initiatives;
- (f) supplementing the provisions of each of the Leases, to provide for reporting associated with the Authority's or if approved by the Authority, the Tenants' the management of the acquisition of RECs; and
- (g) to include other objectives which are adopted by a Unanimous Resolution of the BMP Committee.

1.4 Who must comply with this Plan?

Each of the Stakeholders must comply with this Plan.

1.5 Good faith

The Stakeholders agree and acknowledge that they must, at all times, act in the utmost good faith and with due consideration and care to the different uses of the Barangaroo Precinct.

1.6 Deed under seal

- (a) From its relevant Adoption Date, this Plan has the effect as a deed under seal, binding on the relevant Stakeholder.
- (b) The **Adoption Date** for the Stakeholders will be as follows:
 - (1) *for each of the Authority and the Developer, on the date they sign a deed poll agreeing to comply with this Plan;*
 - (2) *for each Tenant whose Lease has been granted as at the date of this Plan, those Tenants on the date they sign a deed poll agreeing to comply with this Plan;*
 - (3) *for each other Tenant whose Lease is granted after the date of this Plan, subject to it signing the New Tenant's Deed of Accession, the date of the grant of its Lease; and*
 - (4) *for each other Tenant who is the assignee of a Lease, the date that it signs the Assignee's Deed of Accession; and*
 - (5) *for each mortgagee of a Lease, subject to it signing the Mortgagee's Deed of Accession, the date that it takes possession of the Lease under its mortgage.*

- (c) To the extent within the Developer's control, the Developer will procure that each new Tenant signs a New Tenant's Deed of Accession as a condition of its being granted a Lease by the Authority.
- (d) Each Tenant agrees to procure that:
 - (1) each transferee from it will sign an Assignee's Deed of Accession as a condition of the assignment; and
 - (2) each mortgagee of its Lease will execute Mortgagee's Deed of Accession as a condition of the grant of the mortgage.
- (e) The Authority agrees that if it ceases to be the owner of Barangaroo South, it will procure that the new owner will accede to the Authority's rights and obligations under this Plan, such accession to be for the benefit of all then and future Stakeholders.

Part 2 – BMP Committee

This part of the Plan deals with the management and operation of the Public Domain and the management of the Climate Positive Initiatives within Barangaroo South.

2 The BMP Committee

2.1 Objectives of the BMP Committee

The BMP Committee is established to be the forum for the Stakeholders to meet and confer on the following matters:

- (a) input as to how the Authority manages and operates the Public Domain; and
- (b) discussion and development of additional Barangaroo-wide Climate Positive Initiatives beyond those already agreed and set out in the relevant Leases and in the BMS, including the manner in which any such Climate Positive Initiatives are to be funded; and
- (c) administration of this Plan for the benefit of all Stakeholders.

2.2 Membership

The Authority, the Developer, Commercial Tenants, Hotel Tenants, Retail Tenants, the Central Plant Lot Co-owners and any mortgagee in possession of Premises, in each case from time to time, will be entitled to appoint a representative to act as a member of the BMP Committee.

2.3 Functions of the BMP Committee

The BMP Committee will have such functions as it considers reasonably necessary for it to achieve the objectives referred to in section 2.1.

2.4 Voting rights

The relevant representatives appointed to the BMP Committee, will have the following voting rights:

- (a) *the representative appointed by the Authority:* may cast 51% of all votes able to be cast at a meeting of the BMP Committee;
- (b) *the representative appointed by each Tenant:* may cast the number of votes at a meeting of the BMP Committee which is equal to the GFA of the Tenant's Premises as a percentage of the Developer's reasonable estimate of the aggregate GFA of the Premises of Commercial Tenants, Hotel Tenants, Central Plant Lot Co-owners and Retail Tenants within Barangaroo South multiplied by the 49% of votes able to be cast which do not rest with the Authority; and
- (c) *the representative appointed by the Developer:*
 - (1) may cast the number of votes at a meeting of the BMP Committee determined as follows:
 - (A) the same rights as the representatives of each of the Tenants, except it will be determined by reference to the unleased GFA from time to time of the estimated total GFA of the Premises of Commercial Tenants, Hotel Tenants, Central Plant Lot Co-owners and Retail Tenants within Barangaroo South multiplied by the 49% of votes able to be cast which do not rest with the Authority; and
 - (B) once all Leases to Commercial Tenants, Hotel Tenants, Central Plant Lot Co-owners and Retail Tenants are granted, the Developer's representative will cease to be able to cast any votes at a meeting of the BMP Committee; and
 - (2) in addition to the above votes, may cast a **Developer Veto Right**, being the right to veto to any decision, which if implemented would result in any of the following:
 - (A) the Developer not being able to comply with any contractual obligation to the Authority; or
 - (B) the Developer not being able to comply with any contractual obligation to Commercial Tenants, Hotel Tenants, Central Plant Lot Co-Owners, Retail Tenants, Residential Tenants, any individual strata lot owners and any sub-tenants under agreements for lease, in respect of which the Developer has sought the Authority's approval for the purposes of this section 2.4(c), and where the Developer's request for approval nominates that approval will potentially activate the Developer Veto Rights under this section.

2.5 Decisions of the BMP Committee

- (a) *Unanimous resolutions:* A decision which is specified by this Plan as requiring a Unanimous Resolution;
- (b) *Special resolutions:* A decision which is specified by this Plan as requiring a Special Resolution may only be decided by a Special Resolution of the BMP Committee; and

- (c) *Ordinary resolution:* Any decision of the BMP Committee which does not require a Special Resolution or a Unanimous Resolution of the BMP Committee, can be decided by a simple majority decision of the BMP Committee.

2.6 Residential Tenant specific rights

- (a) The BMP Committee must provide Residential Tenants with at least 5 Business Days' notice in writing of any meeting of the BMP Committee at which a proposed resolution to amend this Plan will be considered. This notice must specify the date, time and place of the meeting and the manner in which the proposed resolution would amend this Plan;
- (b) Residential Tenants may attend, or have their authorised representative attend, the BMP Committee meeting referred to in paragraph 2.6(a) and to be provided with a reasonable opportunity to express their views on the proposed amendment to this Plan.

3 The Public Domain

3.1 General obligation

The Authority will be responsible for:

- (a) the management, operation and maintenance of the Public Domain so that it remains in good order and repair;
- (b) ensuring that the Public Domain is used for the promotion of public access and enjoyment of Barangaroo; and
- (c) the appointment and removal of the Barangaroo Precinct Manager, after consultation with the BMP Committee.

3.2 Standards

- (a) The Public Domain must be operated and maintained in good order and repair by the Authority to a standard which is commensurate with the standard required under the Public Domain Maintenance Plan.
- (b) The initial Public Domain Maintenance Plan will be prepared and approved by the Authority, after consultation with the BMP Committee, on or before the issue of an Occupation Certificate in respect of the building known as C4.
- (c) From time to time, the Authority will, in consultation with the BMP Committee, update the Public Domain Maintenance Plan, to maintain the Public Domain to the standards referred to section 3.2(a).
- (d) Notwithstanding any other provision of this section 3.2, the Authority is not required to maintain the Public Domain (and other public domain areas of Barangaroo) to a standard which would require the Authority to incur costs on such maintenance which, when added to the amounts spent by the Authority from time to time on:
 - (1) the Climate Positive Initiatives;
 - (2) the administration costs of the Authority;

- (3) such other items determined by the Authority, acting reasonably, after consultation with the BMP Committee,
- would exceed the amount of the Estate Levy collected by the Authority at that time (**Additional Costs**).
- (e) If the Authority is of the view that it cannot maintain the Public Domain other than by incurring Additional Costs, then the following provisions will apply:
 - (1) the Authority must advise the Stakeholders that the Public Domain Maintenance Plan must be updated and invite them to make submissions to the Authority as to what should be taken into account in determining the updated Public Domain Maintenance Plan; and
 - (2) the Authority, in consultation with the BMP Committee must, in good faith, consider each submission that is made by Stakeholders and must have reasonable regard to them in the updating of the Public Domain Maintenance Plan; and
 - (3) until such time as a new Public Domain Maintenance Plan is prepared and approved by the Authority, after consultation with the BMP Committee,;
 - (f) the Authority must maintain the Public Domain to such of the standards as are specified in the then current Public Domain Maintenance Plan as can be funded without incurring Additional Costs Any Tenant may request that the Authority increases the standard to which any part of the Public Domain is operated and managed. The Authority may not unreasonably withhold its consent to this request provided that:
 - (1) all of the Authority's additional costs and expenses are paid for by the relevant Tenant; and
 - (2) the higher standard required by the Tenant is still in keeping with the amenity of the Precinct; and
 - (3) neither the Authority nor any other Tenant has any reasonable objection to this proposal.

4 Climate Positive rights and obligations

Note: this clause to be considered again when the terms of the pro forma ground lease are settled, to ensure consistency etc

4.1 Climate Positive Initiatives

- (a) Any Stakeholder may propose Climate Positive Initiatives for the BMP Committee to consider and develop. These would be in addition to the climate positive requirements imposed on:
 - (1) the Tenants under their Leases; and
 - (2) the Developer's climate positive obligations under the PDA.
- (b) The Stakeholders must co-operate with each other to procure that the BMP Committee considers, in good faith, any Climate Positive Initiatives which are proposed by Stakeholders and the manner in which they would be implemented if they are approved by a Special Resolution of the BMP Committee.

- (c) All Stakeholders will co-operate with each other to procure the implementation of any Climate Positive Initiatives which are duly approved by the BMP Committee.
- (d) Each Tenant must use reasonable endeavours to engage a waste operator who is willing to process and dispose of waste from the Tenant's Premises in accordance with such principles which most closely satisfy the Climate Positive Waste Principles.

4.2 Carbon Neutral Instruments

- (a) Each of the Leases requires the Tenant to buy or to fund the Authority to buy RECs for excess carbon from use of energy and Carbon Offsets in respect of excess carbon from Transport and Waste, determined by reference to an agreed base amounts. The required dealing with the RECs and Carbon Offsets for these purposes, can be done by a Tenant on its own account or by the Authority or some other nominee as the agent for that Tenant.
- (b) To the extent the Developer, or a Tenant under its Lease, requires the Authority to purchase and retire RECs and/or Carbon Offsets, the Authority will:
 - (1) in satisfaction of the relevant part of the Developer's obligation under the PDA, acquire such RECs and/or Carbon Offsets as directed by the Developer from time to time, to the extent the Developer provides to the Authority sufficient funds for that purpose; and
 - (2) in satisfaction of the relevant part of a Tenant's obligation under its Lease, acquire such RECs and/or Carbon Offsets as directed by that Tenant from time to time, to the extent the Developer provides to the Authority sufficient funds for that purpose.
- (c) The Authority will voluntarily retire any RECs and/or Carbon Offsets which it acquires in accordance with paragraph (b), and will provide details of the individual serial numbers associated with the RECs retired to the Developer or the relevant Tenant.
- (d) Without limiting any other provision of this Plan, the Authority agrees to apply such amounts as the Authority reasonably determines, in consultation with the BMP Committee, but not exceeding the Contribution Amount to help achieve the Climate Positive Initiatives by:
 - (1) firstly, acquiring and voluntarily retiring such RECs and Carbon Offsets (where the price and quality of the RECs and Carbon Offsets is determined by the Authority) contributing towards the achievement of a carbon zero outcome for the Barangaroo Precinct;
 - (2) secondly, reimbursing the Developer for RECs acquired by the Developer and retired by the Authority on behalf of the Developer where the Authority has an express obligation to reimburse the Developer for such RECs under the PDA;
 - (3) thirdly, supporting on-site initiatives to reduce carbon emissions in contribution to a carbon zero outcome on-site; and
 - (4) fourthly, such other matters as the Authority, after consultation with the BMP Committee, determines.

4.3 Further information

- (a) A Stakeholder will provide the BMP Committee with such additional information concerning Climate Positive Initiatives as the BMP Committee reasonably determines is appropriate, to enable the BMP Committee to produce such reports as it reasonably determines, from time to time, to address issues in relation to Climate Positive Initiatives for Barangaroo.
- (b) Nothing in section 4.3(a) requires the Stakeholder:
 - (1) to provide information that has already been provided to the Authority or the 'Sustainable Building Management Committee' under its Lease; or
 - (2) to provide any information that is subject to confidentiality restrictions or which is commercially sensitive; or
 - (3) to incur any substantial additional costs in complying with the BMP Committee determination.

4.4 Operation, Maintenance and Lifecycle Capital Replacement Report

- (a) The Stakeholders will provide all information, reasonably required by the BMP Committee, to allow the BMP Committee to produce at least once every 5 years, the Operation, Maintenance and Lifecycle Capital Replacement Report.
- (b) The BMP Committee will determine, acting reasonably, the year in which the first Operation, Maintenance and Lifecycle Capital Replacement Report will be produced and the financial contributions to be made by each Stakeholder for the preparation of that report.
- (c) At any time, a Stakeholder may propose that an additional Operation, Maintenance and Lifecycle Capital Replacement Report be produced more frequently than every 5 years. If such a proposal is made to the BMP Committee, the BMP Committee will determine, by a Special Resolution whether such proposal is agreed and if so:
 - (1) the manner of production of, and
 - (2) the financial contributions to be made by each Stakeholder for the preparation of,the Operation, Maintenance and Lifecycle Capital Replacement Report. The Operation, Maintenance and Lifecycle Capital Replacement Report is a statement of the Stakeholders' intentions concerning the matters referred to in section 4.4(d), current as at the date it is prepared. To ensure that it remains current from time to time, the Authority, acting reasonably, may procure that it be updated it at any time.
- (d) The purpose of the Operation, Maintenance and Lifecycle Capital Replacement Report is to detail the manner in which the operation, maintenance and lifecycle capital replacement of buildings, plant and equipment located within Barangaroo South contributes and is proposed to contribute, on an on going basis, to the Barangaroo Precinct achieving World's Best Practice. It is acknowledged that the Stakeholders are only required to make a contribution which is commercially practicable having regard to the financial, contractual and physical constraints of them and their assets located within Barangaroo South.

Schedules

- (e) To the extent relevant, the Operation, Maintenance and Lifecycle Capital Replacement Report may address the following matters and the impact, if any, that each of those matters has had, or will have, on contributing to the Barangaroo Precinct achieving World's Best Practice:
 - (1) the on-going operation, maintenance and lifecycle capital replacement of the assets within Barangaroo South;
 - (2) the interface between the operation of various properties within the Barangaroo Precinct; and
 - (3) such other matters as the BMP Committee agree from time to time.
- (f) The Stakeholders acknowledge their obligations under section 4.4 are subject to commercial exigencies, including any of their contractual commitments.

Part 3 – General

5 Amending this Plan

- (a) This Plan may only be amended by a Unanimous Resolution of the BMP Committee.
- (b) Where the BMP Committee proposes to amend this Plan, the BMP Committee must comply with section 2.6 of this Plan.

6 Dispute resolution

6.1 General

Unless the parties to the dispute otherwise agree, all disputes between Stakeholders, will be determined through the forum of the BMP Committee. This does not apply to a dispute:

- (a) between the Authority, as landlord and a Tenant under a Lease (which will be determined under the Lease); or
- (b) between the Authority and the Developer under the PDA (which will be determined under the PDA); or
- (c) concerning any matter which this Plan provides is a matter to be determined by the Authority.

7 Notices

7.1 Form of Notice

A notice or other communication to a party under this Plan (**Notice**) must be:

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- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to that party in accordance with the details nominated in:
 - (1) in the case of each of the Authority and the Developer, Schedule 2 (or any alternative details nominated to the sending party by Notice); and
 - (2) in the case of all other Stakeholders, the details nominated in the relevant Accession Deed.

7.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below or by such other method which is approved by the BMP Committee from time to time.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.

Dictionary

1 Dictionary

1.1 Definitions

The meanings of the terms used in this Plan are set out below.

Term	Meaning
Accession Deed	the Assignee's Deed of Accession, New Tenant's Deed of Accession or Mortgagee's Deed of Accession as the case may be.
Adoption Date	the date on which this Plan is binding on a Stakeholder, as determined in accordance with section 1.6.
Assignee's Deed of Accession	a deed in the form specified in <i>[Schedule 1]</i> (or such other form as is approved by the BMP Committee) under which an assignee of the relevant Tenant's Lease assumes obligations with respect to this Plan.
Authority	Barangaroo Delivery Authority, the New South Wales government agency constituted under the <i>Barangaroo Delivery Authority Act, 2009</i> .
Barangaroo	the meaning given to it under the <i>Barangaroo Delivery Authority Act, 2009</i> .
Barangaroo Precinct	the parts of Barangaroo South which have achieved practical completion in accordance with the PDA.
Barangaroo Precinct Manager	the manager appointed by the Authority to manage such parts of the Public Domain as the Authority requires the manager to be responsible for.
Barangaroo South	that part of Barangaroo which comprises Folio Identifiers 1/876514, 3/876514, 5/876514 and 6/876514.

Term	Meaning
BMP Committee	the committee established under section 2.2 of this Plan.
BMS	a building management statement, as contemplated by Division 3B of Part 23 of the Conveyancing Act) registered against the land comprising Barangaroo South.
Business Day	a day (not being a Saturday) on which trading banks are open for business in Sydney.
Carbon Neutrality	has the meaning given to it in the National Carbon Offset Standard.
Carbon Offsets	offsets purchased and retired to offset carbon dioxide equivalent greenhouse gas emissions generated from the consumption of energy, use of transport or management of waste that satisfy: <ol style="list-style-type: none"> 1 the National Carbon Offset Standard published by the Australian Department of Climate Change and Energy Efficiency, or 2 the Gold Standard certified by the Gold Standard Foundation (registered as a non profit foundation under Swiss law).
Central Chilled Water Plant	the central chilled water plant located within Barangaroo South and any associated infrastructure, including reticulation pipework, metering equipment and other apparatus, throughout the Barangaroo Precinct.
Central Chilled Water Plant Lot	The lot (the subject of a Lease) on which the Central Chilled Water Plant is to be located.
Central Plant Lot Co-owners	each Tenant of the following: <ol style="list-style-type: none"> 1 the Central Chilled Water Plant Lot; and 2 the Central Recycled Water Plant Lot; and 3 <u>insert other relevant plant items</u>.
Central Recycled Water Plant	the central recycled water plant located within Barangaroo South and any associated infrastructure, including pipework, metering equipment and other apparatus throughout the Barangaroo Precinct.
Central Recycled Water Plant Lot	The lot (the subject of a Lease) on which the Central Recycled Water Plant is to be located.

Term	Meaning
Climate Positive Initiatives	<ol style="list-style-type: none"> 1. the <i>environmental and social initiatives</i> within the Leases, the BMS and any future initiatives adopted under this Plan, as relevant to the Stakeholders; 2. in relation to <i>water</i>, aiming to be water positive – through reduced consumption and water reuse precinct wide and by exporting more recycled water to the CBD than is used in the Barangaroo Precinct; 3. in relation to <i>waste</i>, aiming to have zero waste – through prevention, minimisation, recycling and reuse, and potentially reducing to nil the quantity of waste going to landfill; 4. in relation to being <i>carbon neutral</i> – aiming to be carbon neutral through resource efficiency and by generating new renewable energy and retiring RECs and Carbon Offsets to cover the total net greenhouse emissions that are generated by the Barangaroo Precinct; 5. in relation to <i>socially sustainability</i> – by inspiring community wellbeing, through learning and development programs, effective community infrastructure and a distinctive commitment to culture and the arts; and 6. the initiatives developed by the BMP Committee 7. , to apply to the Stakeholders (other than the Developer) from time to time.
Climate Positive Waste Principles	<ol style="list-style-type: none"> 1. a process which is capable of dealing with recyclable materials and mixed waste streams from Barangaroo South in a manner which maximises the recovery of recyclable material, minimises the diversion of non-recyclables to landfill so as to achieve a minimum 80% reduction in disposal of operational waste to landfill and minimises the net carbon emissions from the disposal of waste so as to mitigate 100% of greenhouse gas emissions, such as methane capture and conversion into energy; and 2. a willingness to work with the Authority to establish and implement a commercially feasible strategy with the objective of establishing Barangaroo as a zero waste community.
Commercial Tenants	those Tenants whose Premises are used principally for commercial purposes.
Commonwealth Solar Credits Scheme	the mechanism within the Renewable Energy Target Scheme established by the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) which allows some small-scale solar PV, wind and hydro electricity systems to create multiple RECs per MWh generated.
Contribution Amount	27.2 % of the Estate Levy paid by each Tenant per annum.
Developer	Lend Lease (Millers Point) Pty Limited.

Term	Meaning
Estate Levy	has the meaning given to the term under the Lease.
GFA	<p>means the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of wall separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:</p> <ul style="list-style-type: none"> (a) the area of a mezzanine, and (b) habitable rooms in a basement or an attic, and (c) any shop, auditorium, cinema, and the like, in a basement or attic, <p>but excludes:</p> <ul style="list-style-type: none"> 1 any area for common vertical circulation, such as lifts and stairs; 2 any basement; 3 storage; 4 vehicular access, loading areas, garbage and services; 5 plant rooms, lift towers and other areas used exclusively for mechanical services or ducting; 6 car parking to meet any requirements of the relevant public authority whose approval is required (including access to that car parking); 7 any space used for the loading or unloading of goods (including access to it); 8 terraces and balconies with outer walls less than 1.4 metres high; and 9 voids above a floor at the level of a storey or storey above.
GreenPower Program Manager	the Program Manager nominated by the NGPSG for the purposes of the National GreenPower Accreditation Program.
GreenPower Rules	the latest version of the National GreenPower Accreditation Program Rules published from time to time by the NGPSG.
Hotel Tenants	those Tenants whose Premises are used principally as a hotel.
Law	any statutory laws and all other laws from which legal rights and obligations may arise.
Lease	a lease of Premises from the Authority to a Tenant.

Term	Meaning
Mortgagee's Deed of Accession	a deed in the form specified in [Schedule 1X] (or such other form as is approved by the BMP Committee) under which a mortgagee of the relevant Tenant's Lease assumes obligations under this Plan, if it enters into possession.
New Tenant's Deed of Accession	a deed in the form specified in [Schedule 1X] (or such other form as is approved by the BMP Committee) under which a Tenant assumes obligations with respect to this Plan on the grant of its Lease from the Authority.
National Carbon Offset Standard	the document of the same name published from time to time by the Australian Department of Climate Change and Energy Efficiency which has as its objectives the provision of guidance on what is a genuine voluntary offset and the setting of minimum requirements for calculating, auditing and offsetting the carbon footprint of an organization, product or event to achieve Carbon Neutrality, as amended and supplemented from time to time or any successor standard published.
National GreenPower Accreditation Program	the program of that name established by the Australian Government to facilitate renewable energy generation from government accredited sources.
NGPSG	the National GreenPower Steering Group which oversees management of the National GreenPower Accreditation Program.
Notice	the meaning given to the term in section 7.1.
Occupiers	the occupiers, lessees (to whom Tenants grant leases) or licensees of the land and improvements within Barangaroo South. For the avoidance of doubt, where a Tenant is a Residential Tenant, the lessees or occupiers of individual lots within its strata scheme will be Occupiers.
Operation, Maintenance and Lifecycle Capital Replacement Report	a report procured by or prepared by the BMP Committee in accordance with the provisions of section 4.4 of this Plan.
PDA or Project Development Agreement	the Barangaroo South Project Development Agreement between the Barangaroo Delivery Authority, Lend Lease (Millers Point) Pty Limited and Lend Lease Corporation Limited, dated 5 March 2010, as amended from time to time.

Term	Meaning
Plan	this Barangaroo Management Plan as amended from time to time.
Premises	land and improvements located within Barangaroo South which are leased by the Authority to a Tenant. For the avoidance of doubt, where any Tenant is a Residential Tenant, the relevant Premises will comprise all of the individual lots and the common property in its strata scheme.
Public Domain	the areas of public domain within Barangaroo South other than the areas which are the subject of a Lease.
Public Domain Maintenance Plan	<p>means the plan current from time to time, as prepared by the Authority, in consultation with the BMP Committee, comprising details of the works to be done by or on behalf of the Authority, in order for the Public Domain to be operated and maintained by the Authority to a standard referred to clause 3.2(a).</p> <p>The Public Domain which is applicable as at the date of this Plan, is the Attachment to this Plan.</p> <p>[CU Note: As the Plan is not intended to be entered into now, this wording is agreed on the proviso a Plan will be agreed and attached when the Plan is in force.]</p>
RECs	<p>large generation certificates created under the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) and generated from assets which become operational after 5 March 2010 and which:</p> <ul style="list-style-type: none"> (a) have not been created from electricity produced from the burning of wood waste; and (b) have been originally sourced from an Accredited Generator (as defined in the <i>Renewable Energy (Electricity) Act 2000</i>) operating in the National Electricity Market; and (c) where required in order to establish Carbon Neutrality under the National Carbon Offset Standard or another standard adopted by the Authority (acting reasonably) under which it is entitled to establish Carbon Neutrality: <ul style="list-style-type: none"> (i) have been approved by the GreenPower Program Manager under the GreenPower Rules; and (ii) are not from a source to which a multiplier has been applied under the Commonwealth Solar Credits Scheme.
Residential Tenants	where any of the leases of land and improvements within Barangaroo South are leases of a strata scheme, the owners

Term	Meaning
	corporation (under the <i>Strata Schemes Management Act, 1996</i>) of that strata scheme. For the avoidance of doubt, Residential Tenants does not include the individual strata lot owners.
Retail Tenants	those Tenants whose Premises are used principally for retail purposes.
Special Resolution	a resolution made with the approval of 75% of the votes passed at a meeting of the BMP Committee.
Stakeholders	the meaning given to the term in section 1.1.
Tenants	the tenants of leases granted by the Authority (other than any Central Plant Lot Co-owners), including Commercial Tenants, Hotel Tenants, Retail Tenants and the Residential Tenants, in each case of the land and improvements within Barangaroo South and their servants, agents and contractors.
Unanimous Resolution	a resolution made with 100% of the votes passes at a meeting of the BMP Committee.
World's Best Practice	the world's best practice standards in the area of environmental sustainability for a development of the size and complexity of the Barangaroo Precinct, having regard to the overall economic and environmental sustainability of the Barangaroo Precinct. World's Best Practice will be generally regarded as practice and operations in the top quartile of relevant standards for that time.

Notice details

Discussion Draft

Public Domain Maintenance Plan

Discussion Draft

Annexure R – Risk Allocation Table

RISK ALLOCATION

RISK	AUTHORITY	DEVELOPER	COMMENTS
DELIVERY - DESIGN AND CONSTRUCTION			
Design		✓	
Cost of design and construction		✓	
Timing for each Stage		✓	Subject to clause 25
Commissioning		✓	
Safety - OH&S		✓	
Damage/destruction or accident during development period		✓	
Building, Sub-Contractors and Consultant Agreements		✓	
Delays in achieving Substantial Commencement			Subject to Clause 25
Delays in achieving Practical Completion		✓	Subject to Clause 25
Development risks eg. force majeure, strikes, war, civil commotion		✓	Subject to clause 25
Industrial action targeting Barangaroo - site specific against the Developer	✓ (EOT)	✓	
Industrial action targeting Barangaroo - resulting from Government policy		✓	Subject to clause 25
Defects		✓	
Quality of Works		✓	
Demand for and availability of resources		✓	
Compliance with Approvals		✓	
Security of Development Sites		✓	
Insurance of Development Sites		✓	
Increases in costs (Remediation Works)	✓	✓	Subject to clauses 16, 17 and 25

RISK	AUTHORITY	DEVELOPER	COMMENTS
Compliance with laws including Environmental Laws		✓	
Default by Contractor		✓	
Default by Developer		✓	
Completed development not suitable for the purpose for which it was constructed		✓	
Completed development not able to achieve the required performance levels		✓	
Latent defects in completed development		✓	
End value of Development Sites		✓	
PLANNING/APPROVALS			
Headland and Public Domain Modification	✓		
Modification to Concept Plan Approval/ New Concept Plan Approval		✓	
Amendment to Major Projects SEPP		✓	
Design excellence requirements		✓	
Variations to Statement of Commitments		✓	
Project Approvals		✓	
Planning approvals from Roads and Maritime Services and Port Authorities		✓	
Planning Approvals for Remediation works		✓	Subject to Clause 16
DECC Approvals for any Voluntary Management Proposal (associated with the Declaration Area)	✓		Subject to Clause 16
Approvals containing conditions adverse to the Authority	✓		
Approvals containing conditions		✓	

RISK	AUTHORITY	DEVELOPER	COMMENTS
adverse to the Developer			
Other Approvals (including utilities and other agencies)		✓	
Costs of pursuing appeals in respect of Approvals		✓	
Delays in obtaining Approvals		✓	Subject to Clause 25
Third party appeals		✓	
COMMITMENTS			
Commitment to Stage 1A		✓	
Commitment to other Stages		✓	
MARKETING AND PROMOTIONS			
Marketing and promotion of Public Domain	✓	✓	
Marketing and promotion of Barangaroo precinct	✓	✓	
Marketing and promotion of sustainability initiatives	✓	✓	
Naming rights		✓	
Branding		✓	
Poor public perception	✓	✓	
LAND			
Ownership	✓		
Vacant possession at date of PDA	✓		
Occupation after date of PDA	✓		
Suitability		✓	
Latent Conditions		✓	
Access	✓	✓	Subject to Clauses 13, 21 and 25

RISK	AUTHORITY	DEVELOPER	COMMENTS
Delay in Developer obtaining access	✓(EOT)	✓	Subject to Clauses 13, 21 and 25
Seawall restoration		✓	
Adequacy of existing Services and easements		✓	
Location of existing Services and easements		✓	
Damage to existing Services		✓	
Services and easements required by Services and utility providers		✓	
Sewer pump services and station relocation		✓	
Adequacy of existing Infrastructure		✓	
Location of existing Infrastructure		✓	
Damage to Infrastructure		✓	
New Infrastructure/Services		✓	
Ownership of Infrastructure/Services	✓	✓	Subject to Clause 26.14
Management of Infrastructure/Services	✓	✓	Subject to Clause 26.14
Changes to boundaries of Development Site initiated by the Authority	✓		
Changes to boundaries of Development Site initiated by the Developer		✓	
NOMINATED PEDESTRIAN CONNECTION			
Delivery of links	✓	✓	Subject to Clause 22
Construction of links		✓	Subject to Clause 22
Location of links	✓	✓	Subject to Clause 22
Timing of construction	✓(EOT)	✓	Subject to Clause 22

RISK	AUTHORITY	DEVELOPER	COMMENTS
Approvals	✓	✓	Subject to Clause 22
Ownership and management	✓	✓	Subject to Clause 22

METRO LINE 1 (STAGE 1)

Delivery of Metro Line 1 (Stage 1) and a Barangaroo station	✓	✓	Subject to Clause 20
Location of works	✓	✓	Subject to Clause 20
Timing of works		✓	
Location of rail corridors	✓	✓	Subject to Clause 20

FERRY FACILITY

Delivery of ferry service		✓	Subject to Clause 18
Delivery of head works (pipes/wires/ wharf edge) for ferry terminal		✓	Subject to Clause 18
Location of works		✓	Subject to Clause 18
Timing of works		✓	Subject to Clause 18
Access to terminal		✓	Subject to Clause 18
Approvals		✓	Subject to Clause 18

CRUISE TERMINAL

Project Management of Temporary Cruise Terminal	✓	✓	Subject to Clause 21
Location of temporary Cruise Terminal	✓		Subject to Clause 21
Approvals	✓		Subject to Clause 21

HEADLAND PARK

Delivery of Headland Park	✓(EOT)		Subject to Clause 23
Construction of Headland Park	✓		Subject to Clause 23
Timing of works	✓(EOT)		Subject to Clause 23

RISK	AUTHORITY	DEVELOPER	COMMENTS
Approvals	✓		Subject to Clause 23
Costs of works being more than anticipated	✓		Subject to Clause 23
Ownership and maintenance	✓		Subject to Clause 23
PUBLIC DOMAIN			
Design		✓	
Approvals		✓	
Delivery		✓	
Timing of works		✓	
Costs of works being more than anticipated	✓	✓	Subject to Clause 15
Variations to works	✓	✓	Subject to Clause 15
Failure to adequately complete works leading to greater maintenance costs		✓	
Risk of contracted service and its method of delivery not keeping pace with technological advancements or public requirements	✓	✓	Subject to Clause 26.14
Ownership and maintenance/ refurbishment/ replacement	✓	✓	Subject to Clause 26.14
Ownership and maintenance/ refurbishment/ replacement of public areas (other than the Public Domain)	✓	✓	Subject to Clause 26.14
REMEDIATION			
Remediation (Declaration Area) in accordance with the RAP - if Developer appointed to carry out the Remediation Works		✓	Subject to Clause 16
Remediation (Declaration Area) in accordance with the RAP - if Developer is not appointed to carry out the Remediation Works	✓		Subject to Clause 16
Remediation not contemplated by the RAP (including all Stage 1		✓	Subject to Clauses 16

RISK	AUTHORITY	DEVELOPER	COMMENTS
outside of Declaration Area)			and 17
Remediation required to Hickson Road	✓	✓	Subject to Clause 16
██████████	■	■	██████████
Claims against polluters	✓		
Third party claims and consequential contamination issues (for contamination within Declaration Area)	✓	✓	Subject to clauses 16 and 48
Third party claims and consequential contamination issues (for contamination within Stage 1 but outside Declaration Area)		✓	Subject to clauses 16, 17 and 48
Third party claims and consequential contamination issues (for contamination within Barangaroo but outside Stage 1)	✓		Subject to clause 16
Re-use of excavated material	✓	✓	Subject to clause 23
Transportation of excavated material	✓	✓	Subject to clause 23
Quality assurance in respect of relocated excavated material		✓	Subject to clause 16
Remediation standards becoming more stringent	✓	✓	Subject to clause 16
Risks post completion of Remediation		✓	Subject to clause 16
Stakeholder management	✓	✓	Subject to clause 16
DUE DILIGENCE MATERIALS			
Reliance on Due Diligence Materials		✓	Subject to clause 2.5
Reliance on representations made by the Authority or its representatives, contractors or consultants		✓	Subject to clause 2.5

RISK	AUTHORITY	DEVELOPER	COMMENTS
RISK OF OTHER DEVELOPMENTS			
Release of additional Development Sites within Barangaroo		✓	
Central Barangaroo assumed to be released no earlier than End 2014		✓	
Timing of release of additional Development Sites within Barangaroo		✓	
Development of areas adjacent to or near Barangaroo		✓	
Activities in areas surrounding Barangaroo		✓	
Activities on other Development Sites within Barangaroo		✓	
Interruptions caused by activities or development on other Development Sites or on areas surrounding Barangaroo		✓	
HERITAGE/ARCHAEOLOGY			
Delays caused to development	✓ (EOT)	✓	Subject to clause 25
Compensation payable		✓	
Risk of injunction and/or invalidity of Approvals		✓	
Ownership and maintenance		✓	
Costs to restore and maintain		✓	
NATIVE TITLE			
Costs of pursuing actions			
Delays caused to development	✓ (EOT)		Subject to clause 25
Compensation payable			
Risk of injunction and/or invalidity of Approvals			

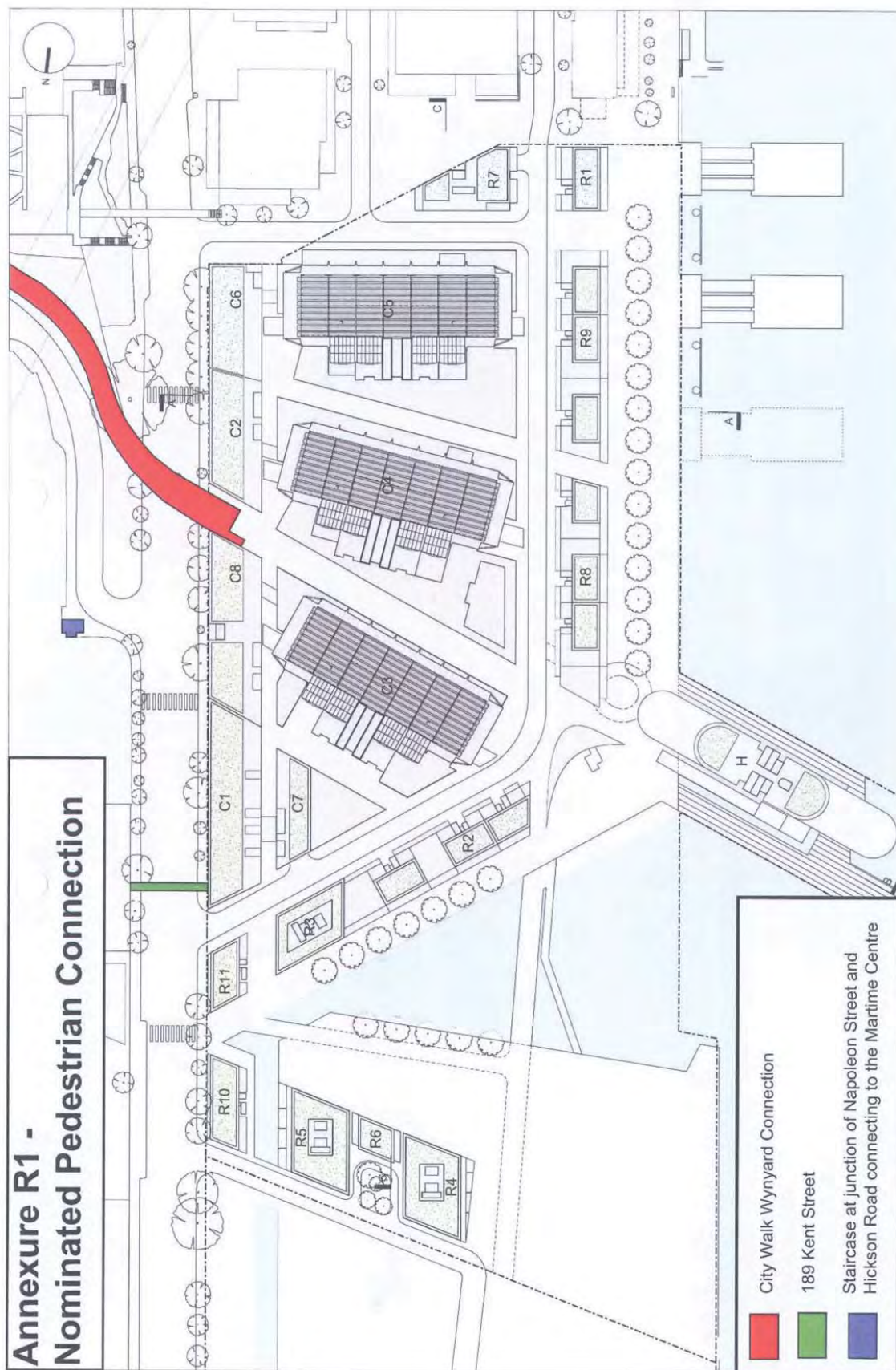
RISK	AUTHORITY	DEVELOPER	COMMENTS
FINANCIAL			
Unavailability of debt/equity		✓	
Reduced availability of debt/equity		✓	
Debt/equity only available on certain conditions		✓	
Refinancing benefit (eg ability to refinance at subsequent stages)		✓	
Interest rates		✓	
Increased costs		✓	
Currency fluctuations		✓	
Inflation		✓	
Stamp duty	✓	✓	Subject to clause 53.7
GST		✓	
Rates and taxes/outgoings payable during development period		✓	
Rates and taxes/outgoings payable during term of lease		✓	
Estate levies		✓	
Development levies		✓	
Changes to tax rates		✓	
Changes to tax legislation		✓	
Ability to provide bank guarantees or securities at appropriate times		✓	
Ability to procure contractors to provide relevant securities		✓	
Funding of Total Payment Amount		✓	
Insolvency risk of Developer		✓	
Insolvency risk of Tenant		✓	
Insolvency risk of Guarantor		✓	

RISK	AUTHORITY	DEVELOPER	COMMENTS
SUSTAINABILITY			
Achievement of targets		✓	Subject to clause 9
Implementation of sustainability initiatives		✓	Subject to clause 9
Approvals in respect of sustainability initiatives		✓	Subject to clause 9
Funding		✓	Subject to clause 9
Technological advancements		✓	Subject to clause 9
Targets becoming redundant or out-of-date		✓	Subject to clause 9
Legislative requirements becoming more stringent		✓	Subject to clause 9
ESD requirements		✓	Subject to clause 9
INTELLECTUAL PROPERTY			
Ownership of intellectual property		✓	Subject to clause 42
Transfer of intellectual property rights		✓	Subject to clause 42
Moral rights		✓	Subject to clause 42
Third party claims		✓	Subject to clause 42
TRANSPORT			
Implementation of TMAP (to the extent required onsite within Stage 1 (eg carparking/bicycle ways etc)		✓	
Implementation of TMAP (outside Stage 1)	✓		
COSTS			
Costs of negotiating and preparing initial project documents	✓	✓	

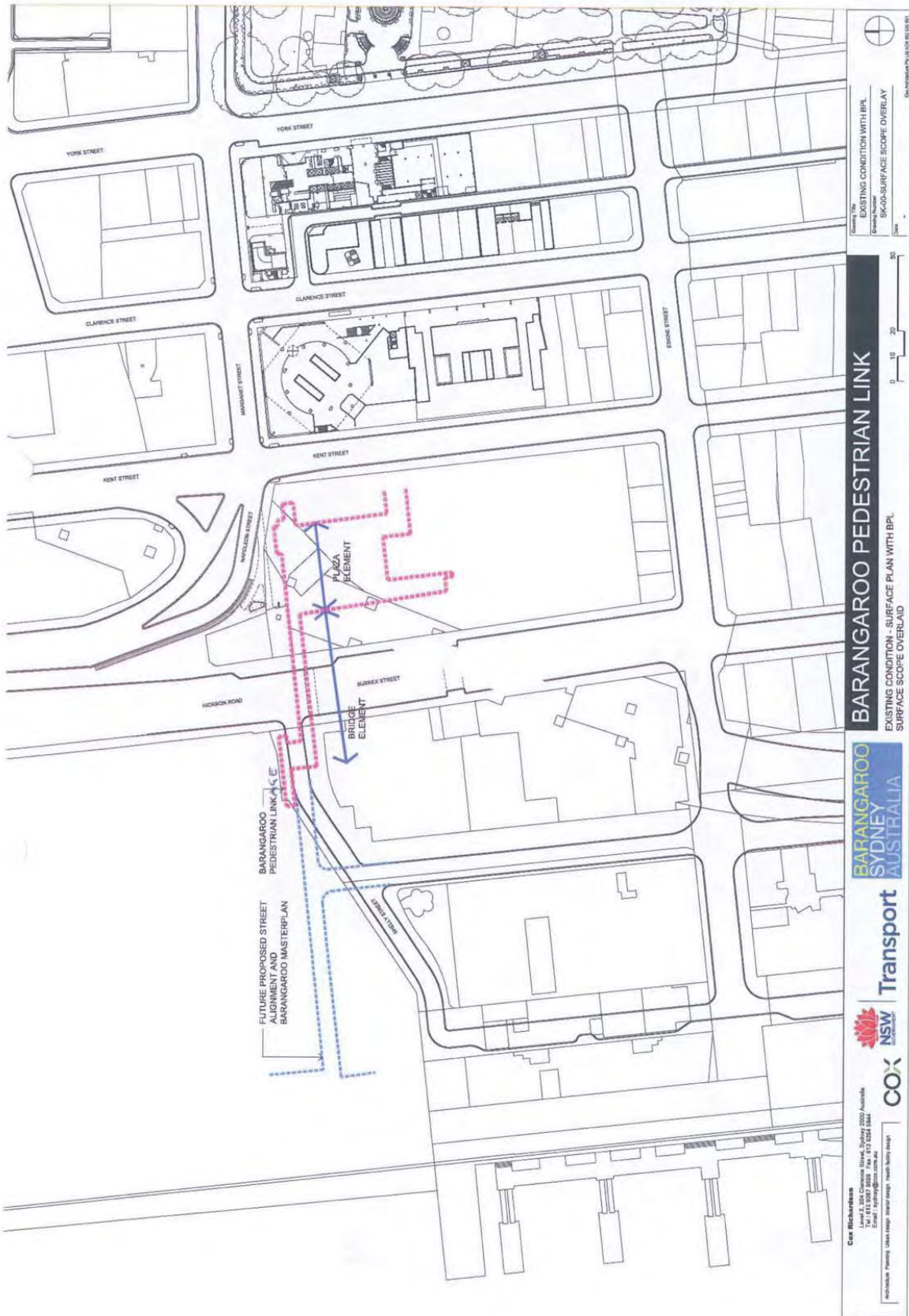
RISK	AUTHORITY	DEVELOPER	COMMENTS
Costs of negotiating and preparing amendments to project documents		✓	Unless generated by the Authority request
Costs of negotiating and preparing side deeds		✓	
Costs incurred by Authority as a result of the Developer's breach		✓	
Costs incurred by Authority as a result of the exercise of a Financier's 'step-in' rights		✓	
CHANGE IN LAW			
Change in law - site specific	✓	✓	Subject to clause 34.5
Change in law - non-site specific		✓	
RISKS DURING LEASE TERM			
Use of Premises		✓	These risks will be borne principally by the tenant
Repair and maintenance of Premises		✓	
Redevelopment of Premises		✓	
Alterations to Premises		✓	
Insurance		✓	
Access		✓	
Security of Premises		✓	
Services		✓	
Damage or destruction		✓	
Force majeure		✓	
Operating costs exceeding anticipated operating costs		✓	
Anticipated rentals or sale proceeds not able to be achieved		✓	

RISK	AUTHORITY	DEVELOPER	COMMENTS
If lease is granted to a Tenant at Substantial Commencement, capability of that Tenant to carry out the development		✓	

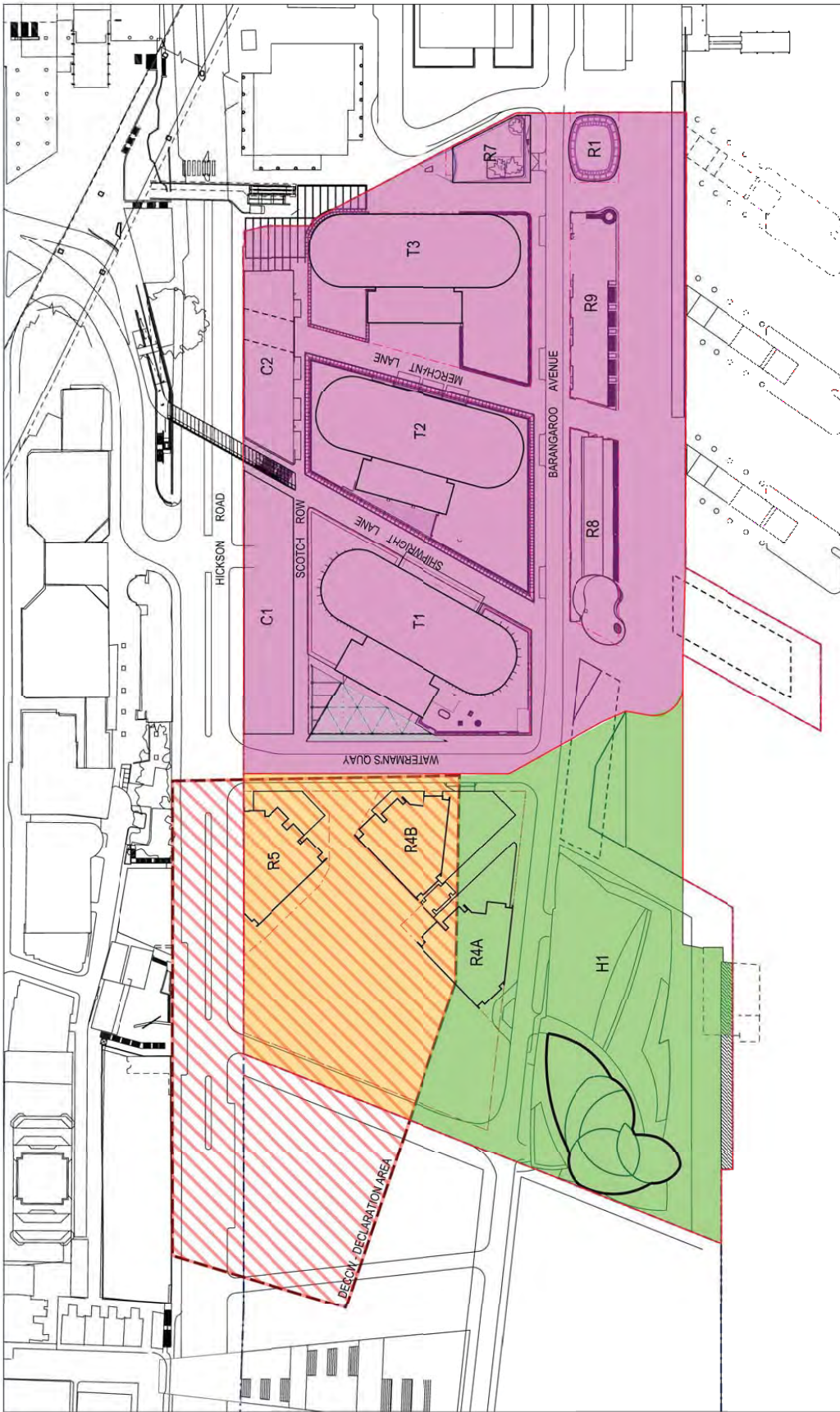
Annexure R1 – Plan showing City Bridge Walk



Annexure R2 – Plan showing Wynyard Walk



Annexure S – Future Remediation Plan



INDICATIVE LAYOUT ONLY		MASTER PLAN SHARED BOUNDARIES SHARED		MP		161010 B10 AD000032 05	
RSHIP		Land Lease		MP			
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RSHIP							

Annexure T – Draft Voluntary Management Proposal

VOLUNTARY MANAGEMENT PROPOSAL UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Part 1

Preliminary Details

1. Proponent's Details

(a) Name and contact details

Company name: **Barangaroo Delivery Authority**
Contact: **John Tabart**
Phone: **9255 1703**
Fax: **9271 5148**
Email: **John.Tabart@barangaroo.nsw.gov.au**
Postal address: **Level 3, Foreshore House, 66 Harrington Street,
The Rocks, NSW**
Postcode: **2000**

(b) Who the EPA should contact with technical enquiries about the proposal

Name: **Sonja Shand**
Company: **Barangaroo Delivery Authority**
Position title: **Project Manager**
Type of business: **Statutory authority created under the *Barangaroo Delivery Authority Act 2009* (NSW) to manage the city waterfront development at Barangaroo and to deliver world class benchmarks in urban design, public domain and sustainability.**
Phone (business): **9255 1707**
Phone (after hours): **0429 554 129**
Fax: **9271 5148**
Email: **Sonja.Shand@barangaroo.nsw.gov.au**

Proponent: **Barangaroo Delivery Authority**

Site: **Part Lot 5 and Part Lot 3 DP 876514, Hickson Road, Millers Point, NSW 2000 and part of Hickson Road adjacent to 30-34 Hickson Road (11/DP1065410), 36 Hickson Road (5/DP873158) and 38 Hickson Road (SP72797) Millers Point**

Proposal Date: **[] 2010**

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2. Site to which Proposal applies

The site to which the Proposal applies ("**Site**") is comprised of:

- (a) Part Lot 5 and Part Lot 3 DP 876514, Hickson Road, Millers Point, NSW 2000;
- (b) Part of Hickson Road adjacent to:
 - 30-34 Hickson Road (Lot 11, DP1065410)
 - 36 Hickson Road (Lot 5, DP873158) and
 - 38 Hickson Road (SP72797) Millers Point.

3. The contamination

The EPA has declared that the Site is contaminated with gasworks waste and particularly waste tar as a result of the previous use of the site as a gasworks plant significant enough to warrant regulation under the *Contaminated Land Management Act 1997* (NSW). The chemical composition of gasworks waste includes the following substances: (the "**Contaminants**");

- (a) polycyclic aromatic hydrocarbons (PAHs);
- (b) benzene, toluene, ethylbenzene and xylenes (BTEX);
- (c) total petroleum hydrocarbons (TPHs);
- (d) ammonia;
- (e) phenol and cyanide.

4. The management proposal

The management proposal (the "**Proposal**") comprises:

- a) the information set out above;
- b) the undertakings set out in Part 2 of this document; and
- c) the performance schedule set out in Part 3 of this document.

Proponent: **Barangaroo Delivery Authority**

Site: **Part Lot 5 and Part Lot 3 DP 876514, Hickson Road, Millers Point, NSW 2000 and part of Hickson Road adjacent to 30-34 Hickson Road (11/DP1065410), 36 Hickson Road (5/DP873158) and 38 Hickson Road (SP72797) Millers Point**

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Part 2

Undertakings Included in Voluntary Management Proposal

THE PROPOSAL INCLUDES THE FOLLOWING UNDERTAKINGS:

General

1. All works or activities carried out in connection with the proposal, including sampling and preparation of associated reports ("the activities"), will be carried out in accordance with applicable provisions of *State Environmental Planning Policy 55 – Remediation of Land* and any requirements imposed under it in relation to the activities.
2. All matters listed as relevant to a remediation action plan by the EPA's *Guidelines for Consultants Reporting on Contaminated Sites* (1997) will be taken into account in the carrying out of the activities.
3. All the activities will be carried out consistently with guidelines made or approved under section 105 of the CLM Act.
(See <http://www.environment.nsw.gov.au/clm/guidelines.htm>)
4. All the activities will be carried out in compliance with applicable NSW environmental legislation, and in particular:
 - i) All the activities, including:
 - (1) the processing, handling, movement and storage of materials and substances used to carry out the activities; and
 - (2) the treatment, storage, processing, reprocessing, transport and disposal of waste generated by the activitieswill be carried out in a competent manner;
 - ii) All plant and equipment installed at the site or used in connection with the activities:
 - (1) will be maintained in a proper and efficient condition; and
 - (2) will be operated in a proper and efficient manner.
5. All the activities at the site will be carried out in a manner that prevents or minimises the emission of dust, odour and noise from the site.
6. Waste generated or stored at the Site will be assessed and classified in accordance with DECC's *Waste Classification Guidelines Part 1: Classifying Waste*.
(See <http://www.environment.nsw.gov.au/waste/envquidlns/index.htm>)
7. All waste transported from the Site that is required by the *Protection of the Environment (Waste) Regulation 2005* to be tracked must be tracked using DECC's on-line tracking system or an alternative tracking system approved in writing by DECC.
(See <http://www.environment.nsw.gov.au/waste/wastetracking.htm>)

Proponent: **Barangaroo Delivery Authority**

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8. The proponent will, and acknowledges that the EPA may, make all documents and information relating to the proposal and activities carried out under the proposal available to the public free of charge.
9. The proponent consents to the EPA placing all documents relating to the proposal on its public website.
10. The proponent will:
 - i) prior to the implementation of the proposal provide for the EPA's approval a strategy for communicating about that implementation, particularly the actual management works, with members of the public who are likely to have a real interest in or be affected by that implementation; and
 - ii) implement the strategy as approved in writing by the EPA.

Monitoring, Record Keeping & Reporting

11. At least until the EPA has notified the proponent that the EPA no longer considers that the contamination is significant enough to warrant regulation under the *Contaminated Land Management Act 1997*, record and retain all monitoring data and information and provide this record to the EPA at any reasonable time if so requested by the EPA and as specifically provided under the proposal.
12. The EPA will be informed in writing within 7 days of the proponent becoming aware of information or data indicating a material change:
 - a) in conditions at the site, or
 - b) in its surrounding environment,
 which could adversely affect the prospects of successful management of the site or result in harm to the environment.
13. The EPA will be informed in writing within 7 days of the proponent becoming aware of any failure, either by the proponent or any other person, to comply with any term of the proposal.
14. The EPA will be informed in writing as soon as practicable of any notification by the proponent, its employees or its agents to an appropriate regulatory authority other than the EPA of any pollution incident at the site within the meaning of the *Protection of the Environment Operations Act 1997*.

(See <http://www.environment.nsw.gov.au/licensing/dutytonotify.htm>)

Performance Schedule

15. The performance schedule which is in Part 3 of this document will be adhered to.

Proponent: **Barangaroo Delivery Authority**

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Part 3

PERFORMANCE SCHEDULE

1. Objectives of the Proposal

The Proposal envisages a two-staged program as follows:

- (a) Stage 1: **Voluntary Management Proposal 1 ("VMP 1")** in which
 - (1) investigative works would be undertaken with the objective of identifying and agreeing with the EPA a preferred remedial strategy to address the groundwater contamination on the Site;
 - (2) presenting the detailed design of the remedial strategy in a Remedial Action Plan ("RAP") and a Remedial Work Plan ("RWP"); and
 - (3) agreeing the RAP with the EPA.
- (b) Stage 2: **Voluntary Management Proposal 2 ("VMP 2")** in which the remedial measures set out in the RAP would be implemented.

VMP 1

The main objectives of VMP 1 will be achieved within the timeframes specified in this Proposal:

- O1.** Conduct a Data Gap Investigation for the Site in order to adequately characterise the nature and extent of the Site contamination.
- O2.** Prepare a Human Health and Ecological Risk Assessment ("HHERA") which would identify the Site specific soil and groundwater acceptance criteria for the Site and for the remediation works.
- O3.** Conduct Remediation Technology Trials to determine applicability and selection of proposed remediation technologies for the Site.
- O4.** Based on the results in O3, assess the preferred remedial strategy of the groundwater contamination at the Site, and agree with the EPA a preferred remedial strategy, which may include:
 - (a) excavation and ex-situ stabilisation of contamination from Block 4 (as depicted in the enclosed figure) with some on-site re-use and some off-site disposal), and in-situ chemical oxidation of contamination at Block 5 (incl part 4) and the part of Hickson Road that forms part of the Site
 - (b) excavation and ex-situ stabilisation of contamination from the Site (with some on-site re-use and some off-site disposal).
 - (c) removal and treatment of excavation water before discharge.
 - (d) where validated as suitable, treated material from the Site will be re-used on other parts of the Barangaroo development outside the Site as part of the Barangaroo development.
- O5.** Prepare, submit and agree with the EPA a RAP which outlines the agreed detailed design and specifications of the remedial measures and how these will be

Proponent: **Barangaroo Delivery Authority**

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implemented, and which is conditional upon the EPA's approval of the preferred remediation technology (subject to finalisation of the Remediation Technology Trials).

- O6. Based on the RAP, prepare, submit and agree with the EPA a RWP which sets out the technical specifications of the remediation works on the Site.

VMP 2

The objectives of VMP 2 will be defined in a separate voluntary management proposal upon completion of VMP 1 and will include the following:

- O7. Implement the remedial measures set out in the RAP.

2. Principal features of VMP 1

The principal features of VMP 1 include, but are not limited to:

a. Capital works

- P1. Drilling of additional wells to undertake future pilot trials and groundwater monitoring.
P2. Drilling and test pitting to obtain physical soil samples for material characterisation and future treatment trials.
P3. Remediation technology trials to assess and confirm applicability and selection of proposed remediation technologies for the Site.

b. Investigation

- P4. Sampling and laboratory treatment trial to evaluate S-ISCO at the Site.
P5. Soil and groundwater sampling including sampling to characterise materials in-situ.
P6. Evaluation of groundwater and soil properties to determine the potential volume of groundwater present, flow direction and velocity.
P7. Assessment and testing for Potential Acid Sulfate Soils (PASS) on the Site.
P8. HHRA to establish site-specific clean-up and soil re-use criteria.
P9. Completion of a RAP and RWP.

The principal features of VMP 2 will be set out in a separate voluntary management proposal with the EPA.

3. Key milestones for investigation and other actions

All works set out in the Proposal must be completed by the deadlines specified below:

Works	Deadline
T1. Undertake data gap investigation.	Completed the data gap investigation and submitted a draft Data Gap

Proponent: Barangaroo Delivery Authority

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	Investigation Report by end of May 2010
T2. Conduct a HHERA (including submitting draft and final HHERA reports).	Completed and submitted by end of June 2010
T3. Undertake remediation 1 st stage technology treatment trials.	Completed by end of May 2010
T4. Prepare and submit a draft RAP (conditional on future technology selection).	Submitted by end of July 2010
T5. Submit final RAP to the EPA (conditional on future technology selection)	Within 8 weeks of receipt of EPA comments on the Draft RAP
T6. Obtain EPA approval on the remedial strategy	Estimated to be within 1 month of T5
T6. Undertake remediation 2 nd stage technology treatment trials.	Completed by end of September 2010
T7. Prepare and submit a draft RWP.	Submitted by end of September 2010
T8. Submit a final RWP to the EPA.	Within 8 weeks of receipt of EPA comments on the draft RWP.

The deadlines for VMP 2 works will be set out in a separate voluntary management proposal.

4. Reporting requirements and timeframe for submission of reports

The EPA must be provided with the following reports by the deadlines specified below:

Report	Date submitted/to be submitted
R1. Environmental Site Assessment East Darling Harbour, Sydney NSW, Site Investigation Report, Final Report Revision 1 (ERM, 21 June 2007)	16 August 2007
R2. Proposed Sampling, Analysis & Quality Plan for Additional Investigation Works at Barangaroo, Hickson Road, Sydney – draft Revision 2 (ERM, November 2007)	17 October 2007
R3. Additional Investigation Works at Barangaroo, Hickson Road, Millers Point (ERM, July 2008a)	6 August 2008 and 10 July 2008

Proponent: **Barangaroo Delivery Authority**

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R4. Preliminary Sediment Screening Works at East Darling Harbour, Adjacent to Barangaroo, NSW (ERM, August 2008b)	21 August 2008
R5. Draft Stage 2 Remedial Action Plan for Barangaroo, Hickson Road, Sydney (ERM, September 2008)	15 September 2008
R6. Final Proposal for Data Gap Investigation and Remediation Design Works, EPA Declaration Area 21122, Hickson Road	end of March 2010
R7. Data Gap Investigation Report	end of May 2010
R8. Draft HHERA Report	end of May 2010
R9. Final HHERA Report	end of June 2010
R10. Draft RAP	end of July 2010
R11. Final RAP	within 8 weeks of receipt of EPA comments on the Draft RAP
R12. Draft RWP	end of September 2010
R13. Final RWP	within 8 weeks of receipt of EPA comments on the Draft RWP

The reports for VMP 2 and the deadlines for their submission to the EPA will be set out under a separate voluntary management proposal.

5. Conclusion of this Proposal

This Proposal will cease to be an approved proposal and the obligations and undertakings of the Proponent under this Proposal will be satisfied when the EPA issues a notice of satisfactory completion under section 17(7)(a) of the *Contaminated Land Management Act 1997* (NSW).

Proponent: **Barangaroo Delivery Authority**

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Signature of proponent

This application for approval of this voluntary management proposal may only be signed by a person(s) with the legal authority to sign it. The various ways in which the application may be signed, and the people who may sign the application, are set out in the categories below.

Please tick (✓) the box next to the category that describes how this application is being signed.

If the proponent is:	The application must be signed and certified by one of the following:
an individual	<input type="checkbox"/> the individual.
a company	<input type="checkbox"/> the common seal being affixed in accordance with the <i>Corporations Act 2001</i> , or <input type="checkbox"/> two directors, or <input type="checkbox"/> a director and a company secretary, or <input type="checkbox"/> if a proprietary company that has a sole director who is also the sole company secretary – by that director.
a public authority other than a council	<input type="checkbox"/> the chief executive officer of the public authority, or <input type="checkbox"/> by a person delegated to sign on the public authority's behalf in accordance with its legislation (Please note: a copy of the relevant instrument of delegation must be attached to this application).
a local council	<input type="checkbox"/> the general manager in accordance with s.377 of the <i>Local Government Act 1993</i> ('LG Act'), or <input type="checkbox"/> the seal of the council being affixed in a manner authorised under the LG Act.

I/We (the proponent):

- **apply for approval of the voluntary management proposal set out in this Proposal and in any documents referred to in Part 1.4 of this Proposal**
- **declare that the information in this Proposal form (including any attachment or document referred to in Part 1.4 of this proposal) is not false or misleading.**

Signature		Signature	
Name (printed)		Name (printed)	
Position		Position	
Date		Date	

Seal (if signing under seal):

Proponent: **Barangaroo Delivery Authority**

Site: **Part Lot 5 and Part Lot 3 DP 876514, Hickson Road, Millers Point, NSW 2000 and part of Hickson Road adjacent to 30-34 Hickson Road (11/DP1065410), 36 Hickson Road (5/DP873158) and 38 Hickson Road (SP72797) Millers Point**

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Annexure U – Retail Public Domain Plan



RETAIL PUBLIC DOMAIN PLAN (CLAUSE 29A) CATEGORY 2 RPd RELEVANT TO BUILDING T1

KEY	
■	CATEGORY 1 RETAIL PUBLIC DOMAIN
■	CATEGORY 2 RETAIL PUBLIC DOMAIN
■	CATEGORY 2: PEAK TRAFFIC AREA
■	CATEGORY 2: SUBJECT TO APPROVAL UNDER CLAUSE 11.1(e)

NOTES:
 1. ALL AREAS ARE UNDEVELOPED AND SHOULD BE USED IN ACCORDANCE WITH THE CITY OF SYDNEY LOCAL GOVERNMENT ACT 2005.
 2. ALL AREAS ARE UNDEVELOPED AND SHOULD BE USED IN ACCORDANCE WITH THE CITY OF SYDNEY LOCAL GOVERNMENT ACT 2005.
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 8. ALL AREAS ARE UNDEVELOPED AND SHOULD BE USED IN ACCORDANCE WITH THE CITY OF SYDNEY LOCAL GOVERNMENT ACT 2005.
 9. ALL AREAS ARE UNDEVELOPED AND SHOULD BE USED IN ACCORDANCE WITH THE CITY OF SYDNEY LOCAL GOVERNMENT ACT 2005.
 10. ALL AREAS ARE UNDEVELOPED AND SHOULD BE USED IN ACCORDANCE WITH THE CITY OF SYDNEY LOCAL GOVERNMENT ACT 2005.





RETAIL PUBLIC DOMAIN PLAN (CLAUSE 29A)
CATEGORY 2 RPD RELEVANT TO BUILDING T2

[illegible]

- KEY**
-  CATEGORY 1 RETAIL PUBLIC DOMAIN
 CATEGORY 2 RETAIL PUBLIC DOMAIN
-  CATEGORY 2: PEAK TRAFFIC AREA
 CATEGORY 2: SUBJECT TO APPROVAL UNDER CLAUSE 11.1(e)



RETAIL PUBLIC DOMAIN PLAN (CLAUSE 29A)
 CATEGORY 2 RPD RELEVANT TO BUILDING T3



KEY

- CATEGORY 1 RETAIL PUBLIC DOMAIN
- CATEGORY 2 RETAIL PUBLIC DOMAIN
- CATEGORY 2: PEAK TRAFFIC AREA
- CATEGORY 2: SUBJECT TO APPROVAL UNDER CLAUSE 11.1(e)

NOTE:
 ALL RPD ARE UNBUILT AND EXISTING BUILDINGS
 TO BE DEMOLISHED AND REPLACED BY NEW
 BUILDINGS. THE RPD ARE NOT TO BE USED FOR
 ANY OTHER PURPOSES. THE RPD ARE NOT TO
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KEY

	CATEGORY 1 RETAIL PUBLIC DOMAIN
	CATEGORY 2 RETAIL PUBLIC DOMAIN
	CATEGORY 2: PEAK TRAFFIC AREA
	CATEGORY 2: SUBJECT TO APPROVAL UNDER CLAUSE 11.1(e)

NOTE: ALL AREAS ARE APPROXIMATE AND INCLUDE BUILDINGS TO A TOLERANCE OF 5%.

PROGRAMS 1-61, 67, 68, 69 ARE UNDER CONSTRUCTION. PROGRAMS 1-60, 62, 63, 64, 65, 66, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 8



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Annexure V – Retail Public Domain (Early Access) Plan