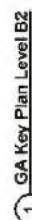


Annexure 21 - Proposed Premises Plan

Drawing title	Disciplines/ Disc.	Series	Standard, level Output	Effort	Time scale
CRS PPP_10B02K0_3					



NOT FOR CONSTRUCTION

These dimensions and the conditions are to be interpreted as a guide only. The Crown Development Agreement is the legal instrument that governs the development. The Crown Development Agreement is the legal instrument that governs the development. The Crown Development Agreement is the legal instrument that governs the development.



LEGEND:

- Crown Site Boundary
- Proposed Crown Premises
- Existing Area Barangaroo South

NOTE: ALL NORTHINGS AND EASTINGS AND ALL BOUNDARIES TO BE CONFIRMED BY SURVEYOR

Station	Northings	Eastings
1	115.11	115.11
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CROWN

Wetmore Architects

BATESMART.

Crown Sydney Hotel Resort
Proposed Premises Plans
GA Key Plan Level 00

Station	Northings	Eastings
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Station	Northings	Eastings
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1 GA Key Plan Level 00

NOTE: ALL NORTHINGS AND EASTINGS
AND ALL BOUNDARIES TO BE
CONFIRMED BY SURVEYOR

System	State	Exemption	Initial	Change
2	1803.10	TELEPHONE SERVICE	00	00
3	1803.10	TELEPHONE SERVICE	00	00
4	1803.10	TELEPHONE SERVICE	00	00
5	1803.10	TELEPHONE SERVICE	00	00

CROWN ROBOOTS Limited

Crown Merchandise Ltd.
8 Watlington Road
South Hill, Weybridge,
Surrey TW20 6JF
T +44 (0) 1932 860000
P +44 (0) 3 Boreham Green
sales@crownsports.com
www.crownsports.com

CROWN

RoboCup Football

For authors: See *Submitting Originals* (Cont.)
 EIC: Dr. Gail Lindvall, E-mail: elaine@wiley.com

RATESMART
Exclusive Affiliate

Sydney Hills Business School
 1500 Macquarie Street
 Sydney Hills NSW 2150 Australia
 T +61 2 3350 9920 F +61 2 3354 8190
 E info@shbs.edu.au

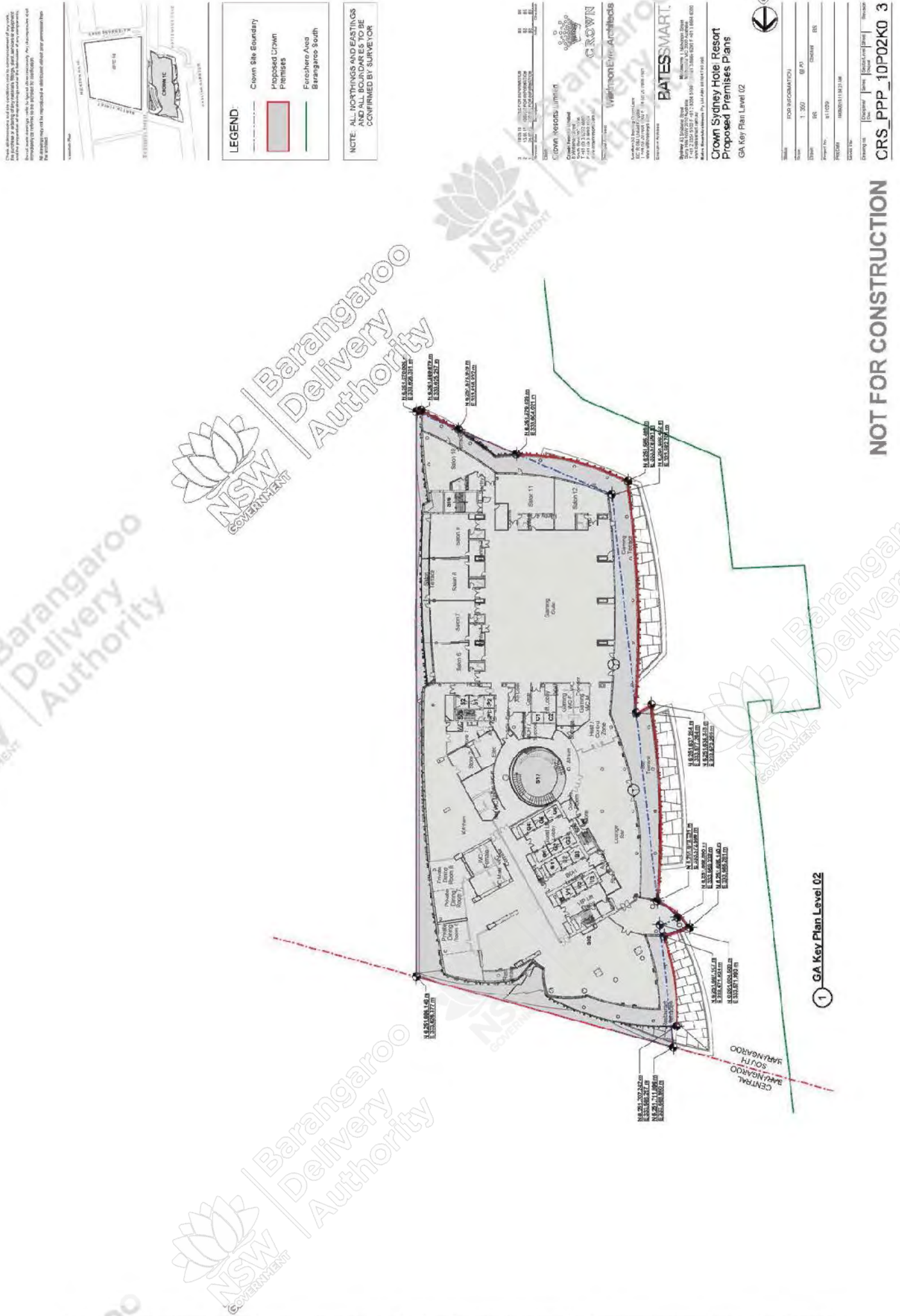
Crown Sydney Hotel Resort

GA Key Plan Level 01 Mezzanine

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Uppath	ERS			
Approved For	01-0029			
Post Date	10/09/01 12:21:44 AM			
Accession No.				

Drawing no.	Discipline/ Cov.	Series	Standard, rev. Output	Sheet	Sheet no.
CRS_PPP_10PM1K0 3					

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NOTE ALL NORTHINGS AND EASTINGS
AND ALL BOUNDARIES TO BE
CONFIRMED BY SURVEYOR

Program	State	Enrollment	Initial	Class Rank
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CLAYTON RESORTS LIMITED
Clayton Resorts Limited
6 Wilton Road
London SW1 8HT
Tel: 01 493 3322 ext.
Fax: 01 493 3323
www.claytonresorts.co.uk

CROWN

William Eric Architects
The City 7 1440

「この本は、**『新編』**の第**二巻**である。第**一巻**は、『新編』の第**一巻**である。」

RATESMART

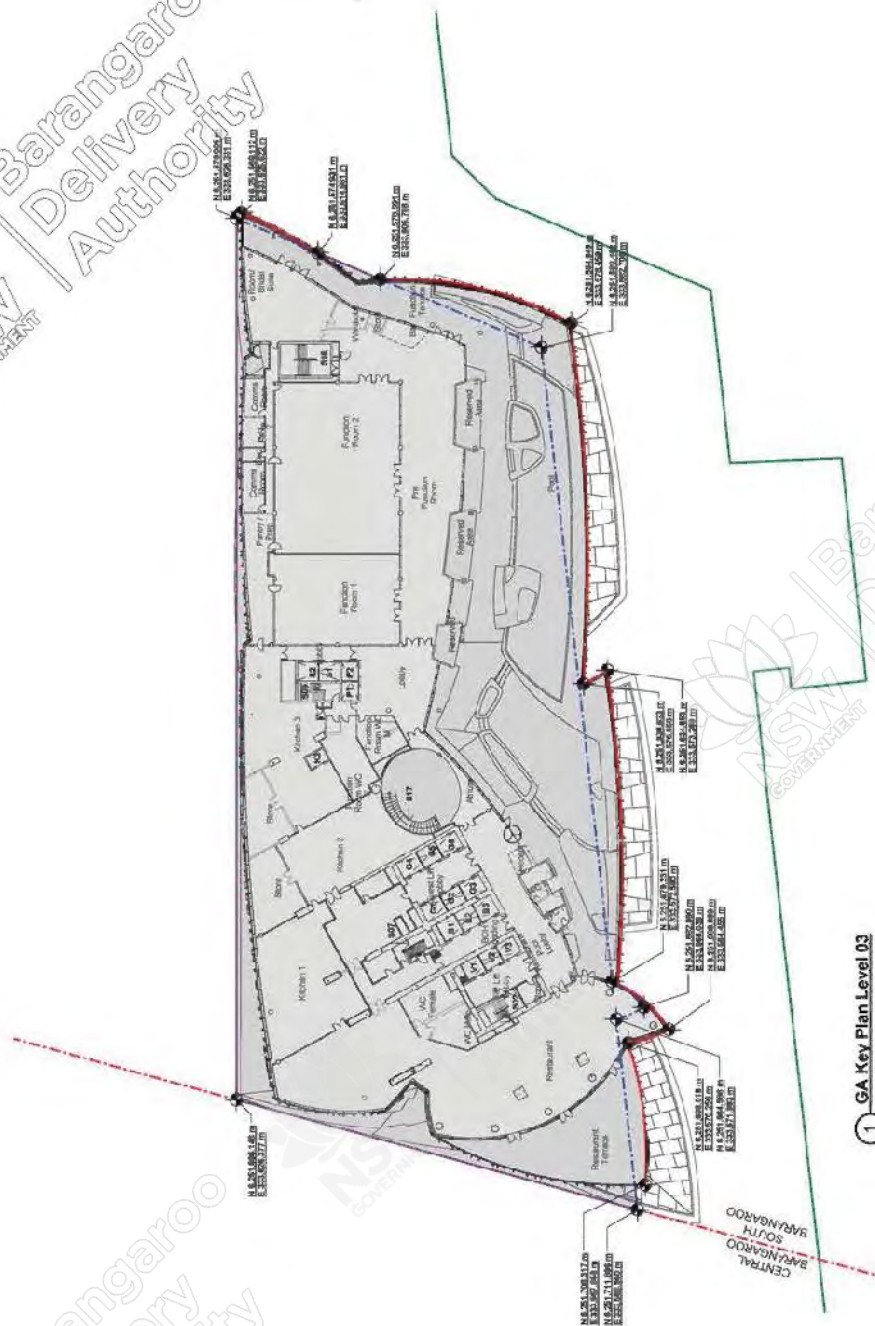
Sydney A3 Brisbane Drive
Clay City NSW 2120 Australia
T +61 2 1554 5150 F +61 2 8254 5150
www.dalmanet.com.au
Melbourne 1 Melbourne Street
Northcote VIC 3070 Australia
T +61 3 8666 6299 F +61 3 8664 6200

Crown Sydney Hotel Resort
Proposed Premises Plans
GA Key Plan Level 03



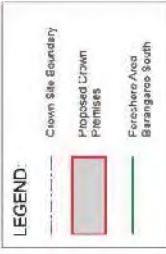
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Event	FR	Chocolate	ES						
Project No.	g-1 (C29)								
Proj Date	HARBOUR 11/06/2016								
Station No.									
Drawing no	Original/Rev	Scale	Section/View	Sheet	Sheet/Total				
CRS_PPP_10P03K0_3									

NOT FOR CONSTRUCTION



① GA Key Plan Level 03

These dimensions and the conditions are to be interpreted as approximate only, and are not to be used as a basis for any construction or other work. The surveyor is not responsible for any errors or omissions in the plan or for any consequences arising therefrom. The surveyor is not responsible for any errors or omissions in the plan or for any consequences arising therefrom. The surveyor is not responsible for any errors or omissions in the plan or for any consequences arising therefrom.



NOTE: ALL NORTHINGS AND EASTINGS AND ALL BOUNDARIES TO BE CONFIRMED BY SURVEYOR

Station	Northings	Eastings	Remarks
1	115.00	115.00	Point of Commencement
2	115.00	115.00	Point of Commencement
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CROWN
Wealthier. Smarter. Greener.

BATESMART.
Sydney's Premier Real Estate Agency

Crown Sydney Hotel Resort
Proposed Premises Plans
GA Key Plan Level 03 Mezzanine

Field	Value	Field	Value
Scale	1:250	Drawn By	GP
Sheet	001	Checked By	GP
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Project Date	11/11/11	Project Location	111111
Project Title	111111	Project Description	111111
Project Status	111111	Project Manager	111111
Project Contact	111111	Project Email	111111
Project Phone	111111	Project Fax	111111
Project Website	111111	Project Social Media	111111

NOT FOR CONSTRUCTION

① GA Key Plan Level 03 Mezzanine

These dimensions and the conditions are to be maintained at all times. Any change to the dimensions or conditions must be approved by the relevant authority. The dimensions and conditions are to be maintained at all times. Any change to the dimensions or conditions must be approved by the relevant authority.



LEGEND:

- Crown Site Boundary
- Proposed Crown Premises
- Ferriere Area
- Barangaroo South

NOTE: ALL NORTHINGS AND EASTINGS AND ALL BOUNDARIES TO BE CONFIRMED BY SURVEYOR

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100	115.10	115.10

CROWN

Westonem Architects

BATESMART.

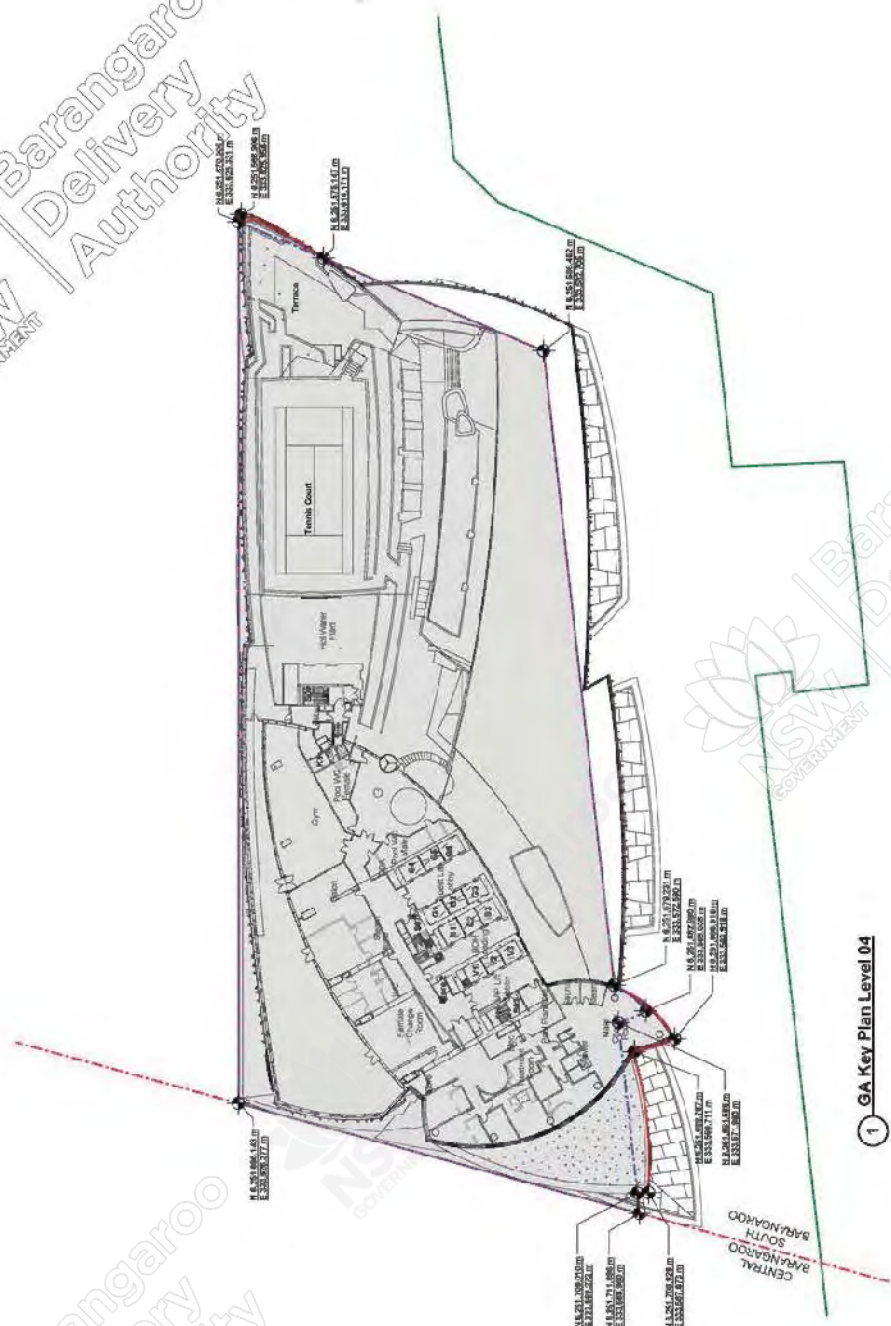
Crown Sydney Hotel Resort

Proposed Premises Plans

GA Key Plan Level 04

CRS_PPP_10P04K0_3

NOT FOR CONSTRUCTION



1 GA Key Plan Level 04

Crown Site Boundary
Proposed Crown
Premises
Foreshore Area
Barrangeroo South

System	State	Population	Infant	One death
1	10/2/10	25,000,000,000	88	88
2	4/4/11	20,000,000,000	82	81
3	24/2/11	20,000,000,000	82	82

 CROWN

Wilkinson Eyre Architects

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PATENTCAMBOT

Highway 411 Eastlake Street
 Quarry Hill 160W 207C Australia
 Tel: +61 2 9594 9100 F: +61 2 9594 9159
 www.balmain.com.au

Crown Sydney Hotel Resort
Proposed Premises Plans

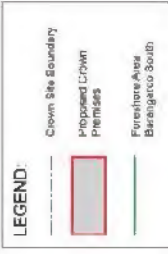
GA Floor Plan Level 05

Serial	FOR INFORMATION		
Date	1-350	01-81	
State	Alabama	Contract	CYANIDE
Project No.	01-1009		
Rec. Date	1/20/81 11:30 AM		

Training ID	Discipline/ Doc	Series	Serialized Output	Serialized Input	Serial
CRS PPP			1040501	3	

NOT FOR CONSTRUCTION

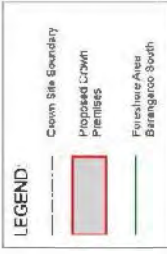
These dimensions and site locations are for information only. They are not to be used for any purpose other than for information only. They are not to be used for any purpose other than for information only. They are not to be used for any purpose other than for information only.



NOTE: ALL WORKINGS AND EASINGS MUST BE CONFIRMED BY SURVEYOR

Station	Point	Coordinates	Height
1	115.10	115.10	115.10
2	115.11	115.11	115.11
3	115.12	115.12	115.12
4	115.13	115.13	115.13
5	115.14	115.14	115.14
6	115.15	115.15	115.15
7	115.16	115.16	115.16
8	115.17	115.17	115.17
9	115.18	115.18	115.18
10	115.19	115.19	115.19
11	115.20	115.20	115.20
12	115.21	115.21	115.21
13	115.22	115.22	115.22
14	115.23	115.23	115.23
15	115.24	115.24	115.24
16	115.25	115.25	115.25
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18	115.27	115.27	115.27
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20	115.29	115.29	115.29
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25	115.34	115.34	115.34
26	115.35	115.35	115.35
27	115.36	115.36	115.36
28	115.37	115.37	115.37
29	115.38	115.38	115.38
30	115.39	115.39	115.39
31	115.40	115.40	115.40
32	115.41	115.41	115.41
33	115.42	115.42	115.42
34	115.43	115.43	115.43
35	115.44	115.44	115.44
36	115.45	115.45	115.45
37	115.46	115.46	115.46
38	115.47	115.47	115.47
39	115.48	115.48	115.48
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57	115.66	115.66	115.66
58	115.67	115.67	115.67
59	115.68	115.68	115.68
60	115.69	115.69	115.69
61	115.70	115.70	115.70
62	115.71	115.71	115.71
63	115.72	115.72	115.72
64	115.73	115.73	115.73
65	115.74	115.74	115.74
66	115.75	115.75	115.75
67	115.76	115.76	115.76
68	115.77	115.77	115.77
69	115.78	115.78	115.78
70	115.79	115.79	115.79
71	115.80	115.80	115.80
72	115.81	115.81	115.81
73	115.82	115.82	115.82
74	115.83	115.83	115.83
75	115.84	115.84	115.84
76	115.85	115.85	115.85
77	115.86	115.86	115.86
78	115.87	115.87	115.87
79	115.88	115.88	115.88
80	115.89	115.89	115.89
81	115.90	115.90	115.90
82	115.91	115.91	115.91
83	115.92	115.92	115.92
84	115.93	115.93	115.93
85	115.94	115.94	115.94
86	115.95	115.95	115.95
87	115.96	115.96	115.96
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91	116.00	116.00	116.00
92	116.01	116.01	116.01
93	116.02	116.02	116.02
94	116.03	116.03	116.03
95	116.04	116.04	116.04
96	116.05	116.05	116.05
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98	116.07	116.07	116.07
99	116.08	116.08	116.08
100	116.09	116.09	116.09
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107	116.16	116.16	116.16
108	116.17	116.17	116.17
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110	116.19	116.19	116.19
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113	116.22	116.22	116.22
114	116.23	116.23	116.23
115	116.24	116.24	116.24
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117	116.26	116.26	116.26
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119	116.28	116.28	116.28
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125	116.34	116.34	116.34
126	116.35	116.35	116.35
127	116.36	116.36	116.36
128	116.37	116.37	116.37
129	116.38	116.38	116.38
130	116.39	116.39	116.39
131	116.40	116.40	116.40
132	116.41	116.41	116.41
133	116.42	116.42	116.42
134	116.43	116.43	116.43
135	116.44	116.44	116.44
136	116.45	116.45	116.45
137	116.46	116.46	116.46
138	116.47	116.47	116.47
139	116.48	116.48	116.48
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163	116.72	116.72	116.72
164	116.73	116.73	116.73
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166	116.75	116.75	116.75
167	116.76	116.76	116.76
168	116.77	116.77	116.77
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171	116.80	116.80	116.80
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174	116.83	116.83	116.83
175	116.84	116.84	116.84
176	116.85	116.85	116.85
177	116.86	116.86	116.86
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179	116.88	116.88	116.88
180	116.89	116.89	116.89
181	116.90	116.90	116.90
182	116.91	116.91	116.91
183	116.92	116.92	116.92
184	116.93	116.93	116.93
185	116.94	116.94	116.94
186	116.95	116.95	116.95
187	116.96	116.96	116.96
188	116.97	116.97	116.97
189	116.98	116.98	116.98
190	116.99	116.99	116.99
191	117.00	117.00	117.00
192	117.01	117.01	117.01
193	117.02	117.02	117.02
194	117.03	117.03	117.03
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197	117.06	117.06	117.06
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251	117.60	117.60	117.60
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256	117.65	117.65	117.65
257	117.66	117.66	117.66
258	117.67	117.67	117.67
259	117.68	117.68	117.68
260			

These dimensions and the conditions are to be maintained at all times. Any variation to these dimensions or conditions must be approved by the relevant authority. The dimensions and conditions are to be maintained at all times. Any variation to these dimensions or conditions must be approved by the relevant authority.



NOTE: ALL NORTHINGS AND EASTINGS AND DIMENSIONS ARE IN METRES AND ARE TO BE CONFIRMED BY SURVEYOR.

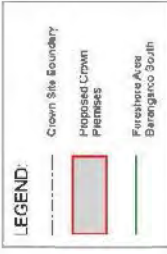
Station	Point	Coordinates	Height
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18	115.27	115.27	115.27
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21	115.30	115.30	115.30
22	115.31	115.31	115.31
23	115.32	115.32	115.32
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25	115.34	115.34	115.34
26	115.35	115.35	115.35
27	115.36	115.36	115.36
28	115.37	115.37	115.37
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31	115.40	115.40	115.40
32	115.41	115.41	115.41
33	115.42	115.42	115.42
34	115.43	115.43	115.43
35	115.44	115.44	115.44
36	115.45	115.45	115.45
37	115.46	115.46	115.46
38	115.47	115.47	115.47
39	115.48	115.48	115.48
40	115.49	115.49	115.49
41	115.50	115.50	115.50
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43	115.52	115.52	115.52
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50	115.59	115.59	115.59
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52	115.61	115.61	115.61
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54	115.63	115.63	115.63
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65	115.74	115.74	115.74
66	115.75	115.75	115.75
67	115.76	115.76	115.76
68	115.77	115.77	115.77
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70	115.79	115.79	115.79
71	115.80	115.80	115.80
72	115.81	115.81	115.81
73	115.82	115.82	115.82
74	115.83	115.83	115.83
75	115.84	115.84	115.84
76	115.85	115.85	115.85
77	115.86	115.86	115.86
78	115.87	115.87	115.87
79	115.88	115.88	115.88
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81	115.90	115.90	115.90
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83	115.92	115.92	115.92
84	115.93	115.93	115.93
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86	115.95	115.95	115.95
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91	116.00	116.00	116.00
92	116.01	116.01	116.01
93	116.02	116.02	116.02
94	116.03	116.03	116.03
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96	116.05	116.05	116.05
97	116.06	116.06	116.06
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127	116.36	116.36	116.36
128	116.37	116.37	116.37
129	116.38	116.38	116.38
130	116.39	116.39	116.39
131	116.40	116.40	116.40
132	116.41	116.41	116.41
133	116.42	116.42	116.42
134	116.43	116.43	116.43
135	116.44	116.44	116.44
136	116.45	116.45	116.45
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138	116.47	116.47	116.47
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141	116.50	116.50	116.50
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151	116.60	116.60	116.60
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154	116.63	116.63	116.63
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161	116.70	116.70	116.70
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169	116.78	116.78	116.78
170	116.79	116.79	116.79
171	116.80	116.80	116.80
172	116.81	116.81	116.81
173	116.82	116.82	116.82
174	116.83	116.83	116.83
175	116.84	116.84	116.84
176	116.85	116.85	116.85
177	116.86	116.86	116.86
178	116.87	116.87	116.87
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183	116.92	116.92	116.92
184	116.93	116.93	116.93
185	116.94	116.94	116.94
186	116.95	116.95	116.95
187	116.96	116.96	116.96
188	116.97	116.97	116.97
189	116.98	116.98	116.98
190	116.99	116.99	116.99
191	117.00	117.00	117.00
192	117.01	117.01	117.01
193	117.02	117.02	117.02
194	117.03	117.03	117.03
195	117.04	117.04	117.04
196	117.05	117.05	117.05
197	117.06	117.06	117.06
198	117.07	117.07	117.07
199	117.08	117.08	117.08
200	117.09	117.09	117.09
201	117.10	117.10	117.10
202	117.11	117.11	117.11
203	117.12	117.12	117.12
204	117.13	117.13	117.13
205	117.14	117.14	117.14
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207	117.16	117.16	117.16
208	117.17	117.17	117.17
209	117.18	117.18	117.18
210	117.19	117.19	117.19
211	117.20	117.20	117.20
212	117.21	117.21	117.21
213	117.22	117.22	117.22
214	117.23	117.23	117.23
215	117.24	117.24	117.24
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217	117.26	117.26	117.26
218	117.27	117.27	117.27
219	117.28	117.28	117.28
220	117.29	117.29	117.29
221	117.30	117.30	117.30
222	117.31	117.31	117.31
223	117.32	117.32	117.32
224	117.33	117.33	117.33
225	117.34	117.34	117.34
226	117.35	117.35	117.35
227	117.36	117.36	117.36
228	117.37	117.37	117.37
229	117.38	117.38	117.38
230	117.39	117.39	117.39
231	117.40	117.40	117.40
232	117.41	117.41	117.41
233	117.42	117.42	117.42
234	117.43	117.43	117.43
235	117.44	117.44	117.44
236	117.45	117.45	117.45
237	117.46	117.46	117.46
238	117.47	117.47	117.47
239	117.48	117.48	117.48
240	117.49	117.49	117.49
241	117.50	117.50	117.50
242	117.51	117.51	117.51
243	117.52	117.52	117.52
244	117.53	117.53	117.53
245	117.54	117.54	117.54
246	117.55	117.55	117.55
247	117.56	117.56	117.56
248	117.57	117.57	117.57
249	117.58	117.58	117.58
250	117.59	117.59	117.59
251	117.60	117.60	117.60
252	117.61	117.61	117.61
253	117.62	117.62	117.62
254	117.63	117.63	117.63
255	117.64	117.64	117.64
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258	117.67	117.67	117.67
259	117.68	117.68	117.68
260	117.69	117.69	117.69
261	117.70	117.70	117.70
262	117.71	117.71	117.71
263	117.72	117.72	117.72
264	117.73	117.73	117.73
265	117.74	117.74	117.74
266	117.75	117.75	117.75
267	117.76	117.76	117.76
268	117.77	117.77	117.77
269	117.78	117.78	117.78
270	117.79	117.79	117.79
271	117.80	117.80	117.80
272	117.81	117.81	117.81
273	117.82	117.82	117.82
274	117.83	117.83	117.83
275	117.84	117.84	117.84
276	117.85	117.85	117.85
277			



NOT FOR CONSTRUCTION

GA Floor Plan Level 29

These dimensions and the conditions are to be maintained at all times. Any variation to these dimensions or conditions must be approved by the relevant authority. The dimensions and conditions are to be maintained at all times. Any variation to these dimensions or conditions must be approved by the relevant authority.



NOTE: ALL WORKINGS AND EASTINGS AND NORTHINGS ARE CONFIRMED BY SURVEYOR

CROWN

BATESMART

Crown Sydney Hotel Resort Proposed Premises Plans

GA Floor Plan Level 33

FOR INFORMATION:

Scale: 1:350 (B.P.)

Sheet: 1 of 1

Project No.: 111035

Project Name: Crown Sydney Hotel Resort Proposed Premises Plans

Project Location: 111035

Project Date: 11/11/2011 11:11 AM

Project Status: 11/11/2011 11:11 AM

Project User: 11/11/2011 11:11 AM

Project Version: 11/11/2011 11:11 AM

Project Description: 11/11/2011 11:11 AM

Project Notes: 11/11/2011 11:11 AM

Project Comments: 11/11/2011 11:11 AM

Project History: 11/11/2011 11:11 AM

Project Details: 11/11/2011 11:11 AM

Project Information: 11/11/2011 11:11 AM

Project Data: 11/11/2011 11:11 AM

Project Files: 11/11/2011 11:11 AM

Project Links: 11/11/2011 11:11 AM

Project Actions: 11/11/2011 11:11 AM

Project Settings: 11/11/2011 11:11 AM

Project Tools: 11/11/2011 11:11 AM

Project Help: 11/11/2011 11:11 AM

Project About: 11/11/2011 11:11 AM

Project Contact: 11/11/2011 11:11 AM

Project Support: 11/11/2011 11:11 AM

Project Feedback: 11/11/2011 11:11 AM

Project Privacy: 11/11/2011 11:11 AM

Project Terms: 11/11/2011 11:11 AM

Project License: 11/11/2011 11:11 AM

Project Disclaimer: 11/11/2011 11:11 AM

Project Warranties: 11/11/2011 11:11 AM

Project Guarantees: 11/11/2011 11:11 AM

Project Agreements: 11/11/2011 11:11 AM

Project Contracts: 11/11/2011 11:11 AM

Project Documents: 11/11/2011 11:11 AM

Project Records: 11/11/2011 11:11 AM

Project Reports: 11/11/2011 11:11 AM

Project Analysis: 11/11/2011 11:11 AM

Project Research: 11/11/2011 11:11 AM

Project Development: 11/11/2011 11:11 AM

Project Implementation: 11/11/2011 11:11 AM

Project Maintenance: 11/11/2011 11:11 AM

Project Support: 11/11/2011 11:11 AM

Project Training: 11/11/2011 11:11 AM

Project Documentation: 11/11/2011 11:11 AM

Project Communication: 11/11/2011 11:11 AM

Project Collaboration: 11/11/2011 11:11 AM

Project Integration: 11/11/2011 11:11 AM

Project Interoperability: 11/11/2011 11:11 AM

Project Compatibility: 11/11/2011 11:11 AM

Project Portability: 11/11/2011 11:11 AM

Project Scalability: 11/11/2011 11:11 AM

Project Flexibility: 11/11/2011 11:11 AM

Project Adaptability: 11/11/2011 11:11 AM

Project Resilience: 11/11/2011 11:11 AM

Project Robustness: 11/11/2011 11:11 AM

Project Reliability: 11/11/2011 11:11 AM

Project Availability: 11/11/2011 11:11 AM

Project Performance: 11/11/2011 11:11 AM

Project Efficiency: 11/11/2011 11:11 AM

Project Effectiveness: 11/11/2011 11:11 AM

Project Productivity: 11/11/2011 11:11 AM

Project Quality: 11/11/2011 11:11 AM

Project Security: 11/11/2011 11:11 AM

Project Privacy: 11/11/2011 11:11 AM

Project Compliance: 11/11/2011 11:11 AM

Project Governance: 11/11/2011 11:11 AM

Project Management: 11/11/2011 11:11 AM

Project Leadership: 11/11/2011 11:11 AM

Project Teamwork: 11/11/2011 11:11 AM

Project Collaboration: 11/11/2011 11:11 AM

Project Partnership: 11/11/2011 11:11 AM

Project Alliance: 11/11/2011 11:11 AM

Project Consortium: 11/11/2011 11:11 AM

Project Joint Venture: 11/11/2011 11:11 AM

Project Strategic Partnership: 11/11/2011 11:11 AM

Project Collaborative Partnership: 11/11/2011 11:11 AM

Project Strategic Alliance: 11/11/2011 11:11 AM

Project Collaborative Alliance: 11/11/2011 11:11 AM

Project Strategic Consortium: 11/11/2011 11:11 AM

Project Collaborative Consortium: 11/11/2011 11:11 AM

Project Strategic Joint Venture: 11/11/2011 11:11 AM

Project Collaborative Joint Venture: 11/11/2011 11:11 AM

Project Strategic Partnership: 11/11/2011 11:11 AM

Project Collaborative Partnership: 11/11/2011 11:11 AM

Project Strategic Alliance: 11/11/2011 11:11 AM

Project Collaborative Alliance: 11/11/2011 11:11 AM

Project Strategic Consortium: 11/11/2011 11:11 AM

Project Collaborative Consortium: 11/11/2011 11:11 AM

Project Strategic Joint Venture: 11/11/2011 11:11 AM

Project Collaborative Joint Venture: 11/11/2011 11:11 AM

Field	Value
Scale	1:350 (B.P.)
Sheet	1 of 1
Project No.	111035
Project Name	Crown Sydney Hotel Resort Proposed Premises Plans
Project Location	111035
Project Date	11/11/2011 11:11 AM
Project Status	11/11/2011 11:11 AM
Project User	11/11/2011 11:11 AM
Project Version	11/11/2011 11:11 AM
Project Description	11/11/2011 11:11 AM
Project Notes	11/11/2011 11:11 AM
Project Comments	11/11/2011 11:11 AM
Project History	11/11/2011 11:11 AM
Project Details	11/11/2011 11:11 AM
Project Information	11/11/2011 11:11 AM
Project Data	11/11/2011 11:11 AM
Project Files	11/11/2011 11:11 AM
Project Links	11/11/2011 11:11 AM
Project Actions	11/11/2011 11:11 AM
Project Settings	11/11/2011 11:11 AM
Project Tools	11/11/2011 11:11 AM
Project Help	11/11/2011 11:11 AM
Project About	11/11/2011 11:11 AM
Project Contact	11/11/2011 11:11 AM
Project Support	11/11/2011 11:11 AM
Project Training	11/11/2011 11:11 AM
Project Documentation	11/11/2011 11:11 AM
Project Communication	11/11/2011 11:11 AM
Project Collaboration	11/11/2011 11:11 AM
Project Integration	11/11/2011 11:11 AM
Project Interoperability	11/11/2011 11:11 AM
Project Compatibility	11/11/2011 11:11 AM
Project Portability	11/11/2011 11:11 AM
Project Scalability	11/11/2011 11:11 AM
Project Flexibility	11/11/2011 11:11 AM
Project Adaptability	11/11/2011 11:11 AM
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Project Reliability	11/11/2011 11:11 AM
Project Availability	11/11/2011 11:11 AM
Project Performance	11/11/2011 11:11 AM
Project Efficiency	11/11/2011 11:11 AM
Project Effectiveness	11/11/2011 11:11 AM
Project Productivity	11/11/2011 11:11 AM
Project Quality	11/11/2011 11:11 AM
Project Security	11/11/2011 11:11 AM
Project Privacy	11/11/2011 11:11 AM
Project Compliance	11/11/2011 11:11 AM
Project Governance	11/11/2011 11:11 AM
Project Management	11/11/2011 11:11 AM
Project Leadership	11/11/2011 11:11 AM
Project Teamwork	11/11/2011 11:11 AM
Project Collaboration	11/11/2011 11:11 AM
Project Partnership	11/11/2011 11:11 AM
Project Alliance	11/11/2011 11:11 AM
Project Consortium	11/11/2011 11:11 AM
Project Joint Venture	11/11/2011 11:11 AM
Project Strategic Partnership	11/11/2011 11:11 AM
Project Collaborative Partnership	11/11/2011 11:11 AM
Project Strategic Alliance	11/11/2011 11:11 AM
Project Collaborative Alliance	11/11/2011 11:11 AM
Project Strategic Consortium	11/11/2011 11:11 AM
Project Collaborative Consortium	11/11/2011 11:11 AM
Project Strategic Joint Venture	11/11/2011 11:11 AM
Project Collaborative Joint Venture	11/11/2011 11:11 AM

NOT FOR CONSTRUCTION

1 GA Floor Plan Level 33

These dimensions and the conditions are to be interpreted as recommendations only. The Crown is not responsible for any errors or omissions in the information provided. The Crown is not responsible for any errors or omissions in the information provided. The Crown is not responsible for any errors or omissions in the information provided.



LEGEND

- Crown Site Boundary
- Proposed Crown Premises
- Preserve Area
- Barangaroo South

NOTE: ALL NORTHINGS ARE EASTINGS AND ALL WESTINGS ARE SOUTHINGS. CONFIRMED BY SURVEYOR

Station	Point	Coordinates	Height
1	115.15	115.15	115.15
2	115.16	115.16	115.16
3	115.17	115.17	115.17
4	115.18	115.18	115.18
5	115.19	115.19	115.19
6	115.20	115.20	115.20
7	115.21	115.21	115.21
8	115.22	115.22	115.22
9	115.23	115.23	115.23
10	115.24	115.24	115.24
11	115.25	115.25	115.25
12	115.26	115.26	115.26
13	115.27	115.27	115.27
14	115.28	115.28	115.28
15	115.29	115.29	115.29
16	115.30	115.30	115.30
17	115.31	115.31	115.31
18	115.32	115.32	115.32
19	115.33	115.33	115.33
20	115.34	115.34	115.34
21	115.35	115.35	115.35
22	115.36	115.36	115.36
23	115.37	115.37	115.37
24	115.38	115.38	115.38
25	115.39	115.39	115.39
26	115.40	115.40	115.40
27	115.41	115.41	115.41
28	115.42	115.42	115.42
29	115.43	115.43	115.43
30	115.44	115.44	115.44
31	115.45	115.45	115.45
32	115.46	115.46	115.46
33	115.47	115.47	115.47
34	115.48	115.48	115.48
35	115.49	115.49	115.49
36	115.50	115.50	115.50
37	115.51	115.51	115.51
38	115.52	115.52	115.52
39	115.53	115.53	115.53
40	115.54	115.54	115.54
41	115.55	115.55	115.55
42	115.56	115.56	115.56
43	115.57	115.57	115.57
44	115.58	115.58	115.58
45	115.59	115.59	115.59
46	115.60	115.60	115.60
47	115.61	115.61	115.61
48	115.62	115.62	115.62
49	115.63	115.63	115.63
50	115.64	115.64	115.64
51	115.65	115.65	115.65
52	115.66	115.66	115.66
53	115.67	115.67	115.67
54	115.68	115.68	115.68
55	115.69	115.69	115.69
56	115.70	115.70	115.70
57	115.71	115.71	115.71
58	115.72	115.72	115.72
59	115.73	115.73	115.73
60	115.74	115.74	115.74
61	115.75	115.75	115.75
62	115.76	115.76	115.76
63	115.77	115.77	115.77
64	115.78	115.78	115.78
65	115.79	115.79	115.79
66	115.80	115.80	115.80
67	115.81	115.81	115.81
68	115.82	115.82	115.82
69	115.83	115.83	115.83
70	115.84	115.84	115.84
71	115.85	115.85	115.85
72	115.86	115.86	115.86
73	115.87	115.87	115.87
74	115.88	115.88	115.88
75	115.89	115.89	115.89
76	115.90	115.90	115.90
77	115.91	115.91	115.91
78	115.92	115.92	115.92
79	115.93	115.93	115.93
80	115.94	115.94	115.94
81	115.95	115.95	115.95
82	115.96	115.96	115.96
83	115.97	115.97	115.97
84	115.98	115.98	115.98
85	115.99	115.99	115.99
86	116.00	116.00	116.00
87	116.01	116.01	116.01
88	116.02	116.02	116.02
89	116.03	116.03	116.03
90	116.04	116.04	116.04
91	116.05	116.05	116.05
92	116.06	116.06	116.06
93	116.07	116.07	116.07
94	116.08	116.08	116.08
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102	116.16	116.16	116.16
103	116.17	116.17	116.17
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106	116.20	116.20	116.20
107	116.21	116.21	116.21
108	116.22	116.22	116.22
109	116.23	116.23	116.23
110	116.24	116.24	116.24
111	116.25	116.25	116.25
112	116.26	116.26	116.26
113	116.27	116.27	116.27
114	116.28	116.28	116.28
115	116.29	116.29	116.29
116	116.30	116.30	116.30
117	116.31	116.31	116.31
118	116.32	116.32	116.32
119	116.33	116.33	116.33
120	116.34	116.34	116.34
121	116.35	116.35	116.35
122	116.36	116.36	116.36
123	116.37	116.37	116.37
124	116.38	116.38	116.38
125	116.39	116.39	116.39
126	116.40	116.40	116.40
127	116.41	116.41	116.41
128	116.42	116.42	116.42
129	116.43	116.43	116.43
130	116.44	116.44	116.44
131	116.45	116.45	116.45
132	116.46	116.46	116.46
133	116.47	116.47	116.47
134	116.48	116.48	116.48
135	116.49	116.49	116.49
136	116.50	116.50	116.50
137	116.51	116.51	116.51
138	116.52	116.52	116.52
139	116.53	116.53	116.53
140	116.54	116.54	116.54
141	116.55	116.55	116.55
142	116.56	116.56	116.56
143	116.57	116.57	116.57
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154	116.68	116.68	116.68
155	116.69	116.69	116.69
156	116.70	116.70	116.70
157	116.71	116.71	116.71
158	116.72	116.72	116.72
159	116.73	116.73	116.73
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188	117.02	117.02	117.02
189	117.03	117.03	117.03
190	117.04	117.04	117.04
191	117.05	117.05	117.05
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220	117.34	117.34	117.34
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225	117.39	117.39	117.39
226	117.40	117.40	117.40
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248	117.62	117.62	117.62
249	117.63	117.63	117.63
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259	117.73	117.73	117.73
260	117.74	117.74	117.74
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262	117.76	117.76	117.76
263	117.77	117.77	117.77
264	117.78	117.78	117.78
265	117.79	117.79	117.79
266	117.80	117.80	117.80
267	117.81	117.81	117.81
268	117.82	117.82	117.82
269	117.83	117.83	117.83
270	117.84	117.84	117.84
271	117.85	117.85	117.85
272	117.86	117.86	117.86
273	117.87	117.87	117.87
274	117.88	117.88	117.88
275	117.89	117.89	117.89
276	117.90	117.90	117.90
277	117.91	117.91	117.91

These dimensions and the conditions are to be interpreted as recommendations only. The Crown is not responsible for any errors or omissions in the information provided. The Crown is not responsible for any errors or omissions in the information provided. The Crown is not responsible for any errors or omissions in the information provided.



LEGEND

- Crown Site Boundary
- Proposed Crown Premises
- Proposed Crown Premises
- Proposed Crown Premises

NOTE: ALL WORKINGS AND EASINGS AND CONDITIONS ARE TO BE CONFIRMED BY SURVEYOR

Station	Distance	Bearing	Coordinates
1	1.150 m	135° 00' 00"	151 872 944.40
2	1.150 m	135° 00' 00"	151 872 944.40
3	1.150 m	135° 00' 00"	151 872 944.40

CROWN
Sydney
Crown Resorts Limited

Wentworth Architects
Sydney
Wentworth Architects

BATESMART
Sydney
Batesmart

Crown Sydney Hotel Resort
Proposed Premises Plans
GA Floor Plan Level 38

GA Floor Plan Level 38

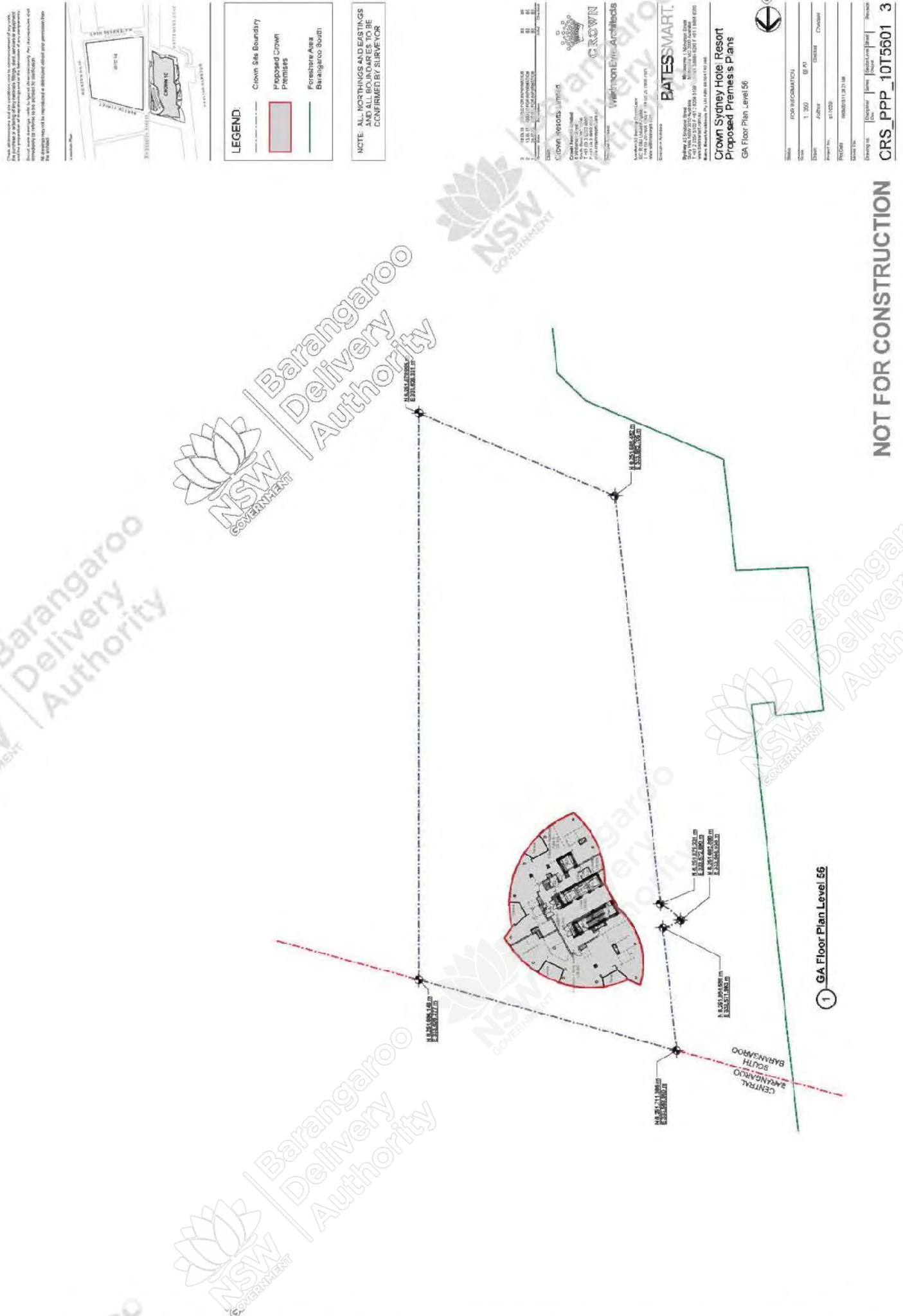
FOR INFORMATION
Scale: 1:250
Status: Draft
Project No: 111025
Project Name: 111025
Project Date: 11/11/2011 10:11 AM

CRS_PPP_1013801_3

NOT FOR CONSTRUCTION



1 GA Floor Plan Level 38



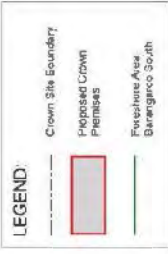


NOT FOR CONSTRUCTION

GA Floor Plan Level 62

garoo
very
authority

These dimensions and the conditions are to be maintained at all times. Any change to the dimensions or conditions must be approved by the relevant authority. The dimensions and conditions are to be maintained at all times. Any change to the dimensions or conditions must be approved by the relevant authority.



NOTE: ALL WORKINGS AND EASINGS AND CONDITIONS MUST BE MAINTAINED AT ALL TIMES. ANY CHANGE TO THE WORKINGS AND EASINGS AND CONDITIONS MUST BE APPROVED BY THE SURVEYOR.

Station	Distance	Bearing	Remarks
1	1.150 m	110° 00' 00"	Start of proposed Crown premises
2	1.150 m	110° 00' 00"	End of proposed Crown premises

CROWN
Crown Resorts Limited
100 Pitt Street
Sydney NSW 2000
Australia
Tel: (02) 9230 6000
www.crownresorts.com.au

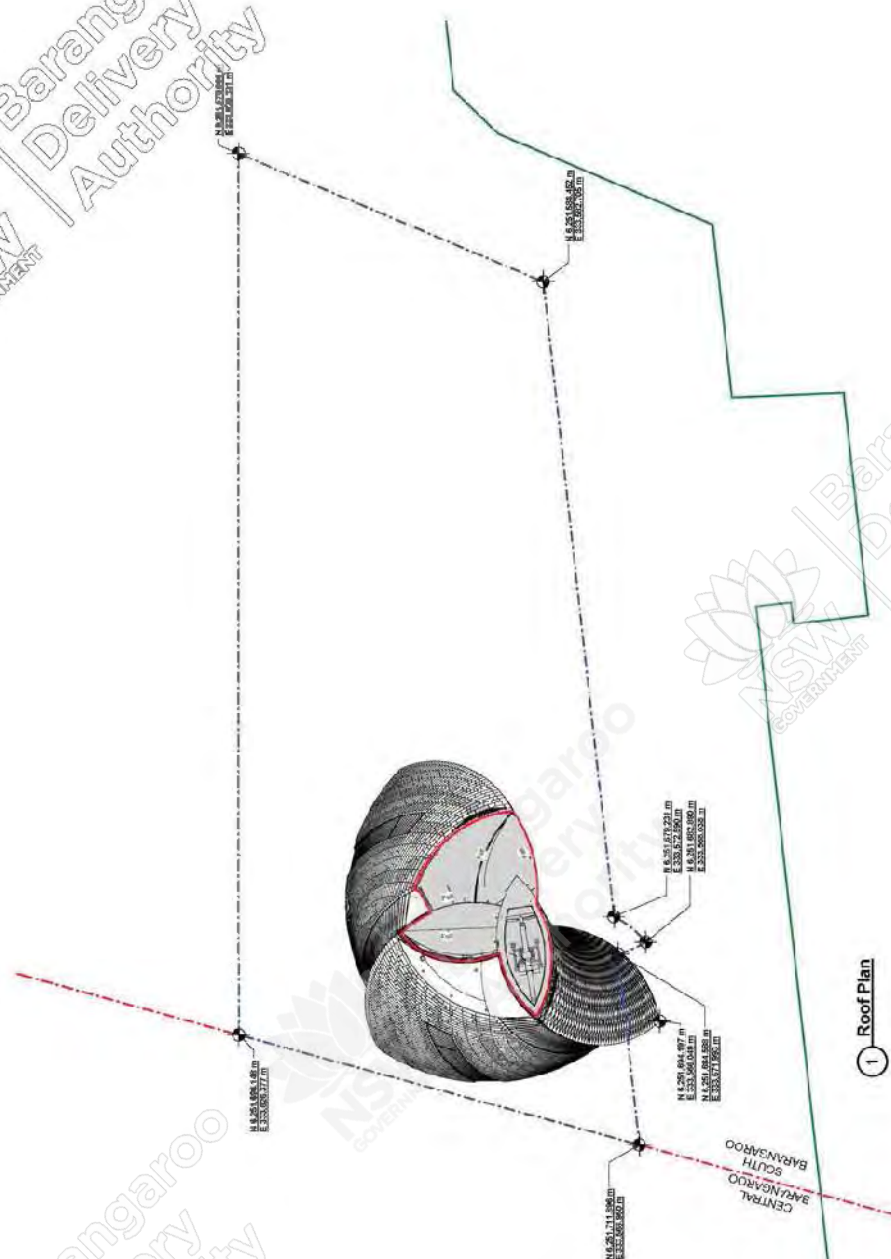
BATESMART
Batesmart Pty Ltd
100 Pitt Street
Sydney NSW 2000
Australia
Tel: (02) 9230 6000
www.batesmart.com.au

Crown Sydney Hotel Resort
Proposed Premises Plans
GA Floor Plan Roof

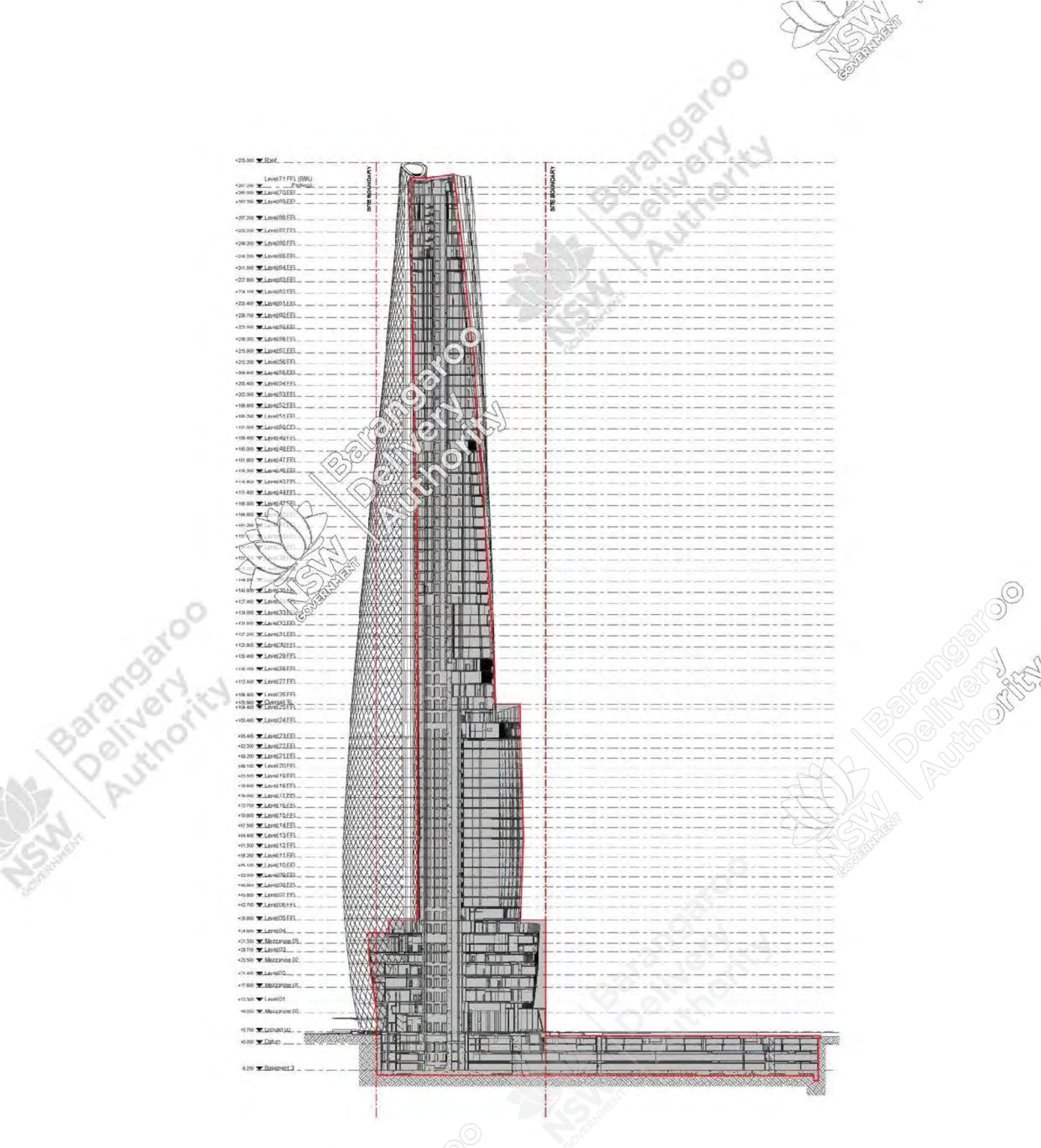
NOT FOR CONSTRUCTION

CRS_PPP_1017201 3

Station	Distance	Bearing	Remarks
1	1.150 m	110° 00' 00"	Start of proposed Crown premises
2	1.150 m	110° 00' 00"	End of proposed Crown premises



① Roof Plan



1 Section BB

Block	FOR CONSULTATION
Code	AS 1684:2011
Scale	1:100
Project No.	11111111
Rev	1
Rev Date	11/11/2011
Rev Description	11/11/2011
Rev	1
Rev Date	11/11/2011
Rev Description	11/11/2011
Rev	1
Rev Date	11/11/2011
Rev Description	11/11/2011

CRS_PPP_P_011 3

BATESWORTH
 Crown Sydney Hotel Resort
 Proposed Premises Plan
 Section BB

WILSONBY ARCHITECTS
 Crown Sydney Hotel Resort
 Proposed Premises Plan
 Section BB

LEGEND:
 Proposed Crown Premises



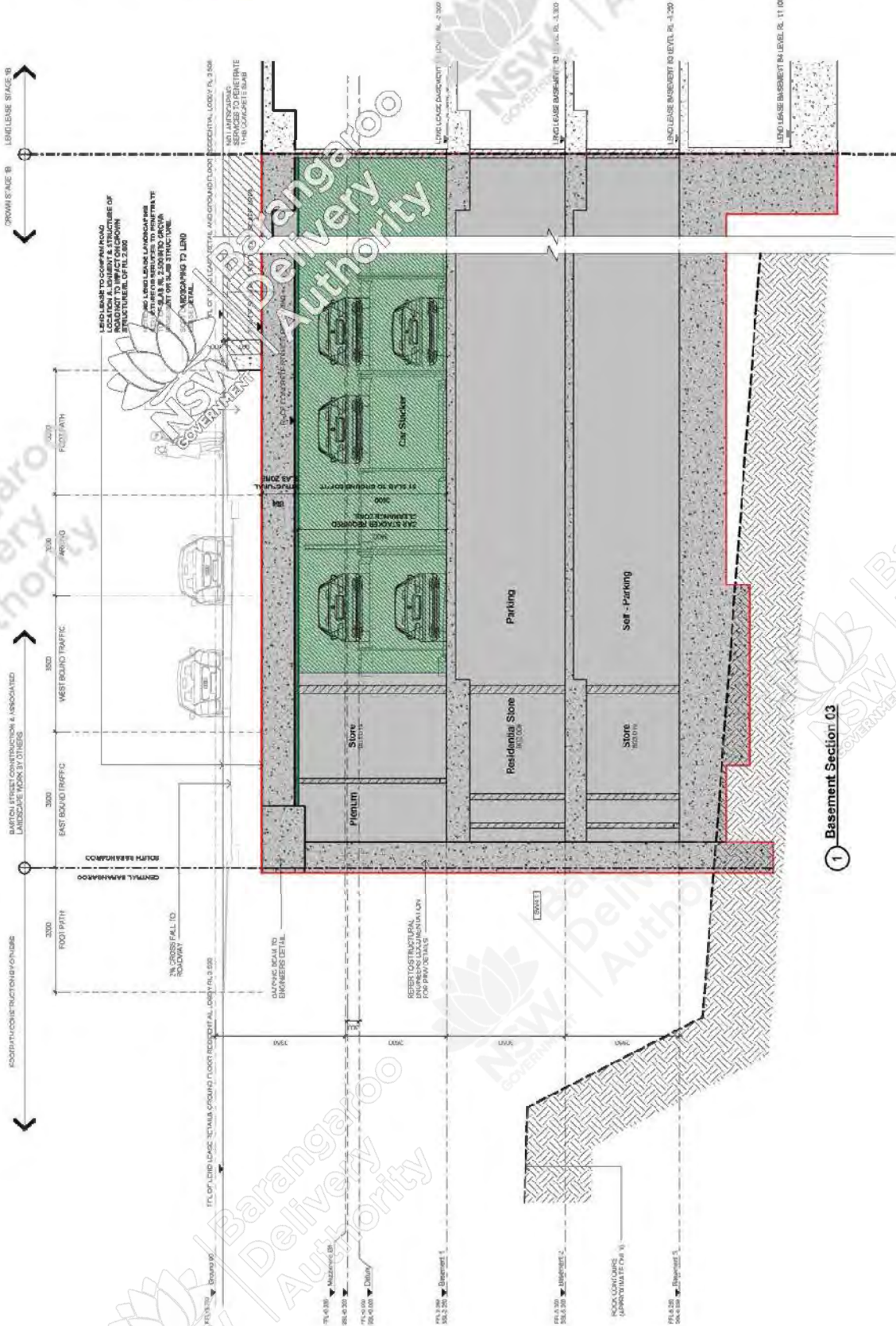
These dimensions and the conditions are to be interpreted as approximate only, and are not to be used as a basis for any construction or other work. The dimensions are to be used as a guide only and are not to be used as a basis for any construction or other work. The dimensions are to be used as a guide only and are not to be used as a basis for any construction or other work.



LEGEND:



Proposed Crown Premises



1 Basement Section 03

NOT FOR CONSTRUCTION

CRS_PPP_B_002 3

Item	FOR INFORMATION
Scale	1:50 (GP)
Sheet	000001
Project No.	11-1000
Project Name	CRS_PPP_B_002
Project Date	11-1000
Project Location	11-1000
Project Status	11-1000
Project Owner	11-1000
Project Manager	11-1000
Project Engineer	11-1000
Project Designer	11-1000
Project Checker	11-1000
Project Approver	11-1000
Project Sign-off	11-1000

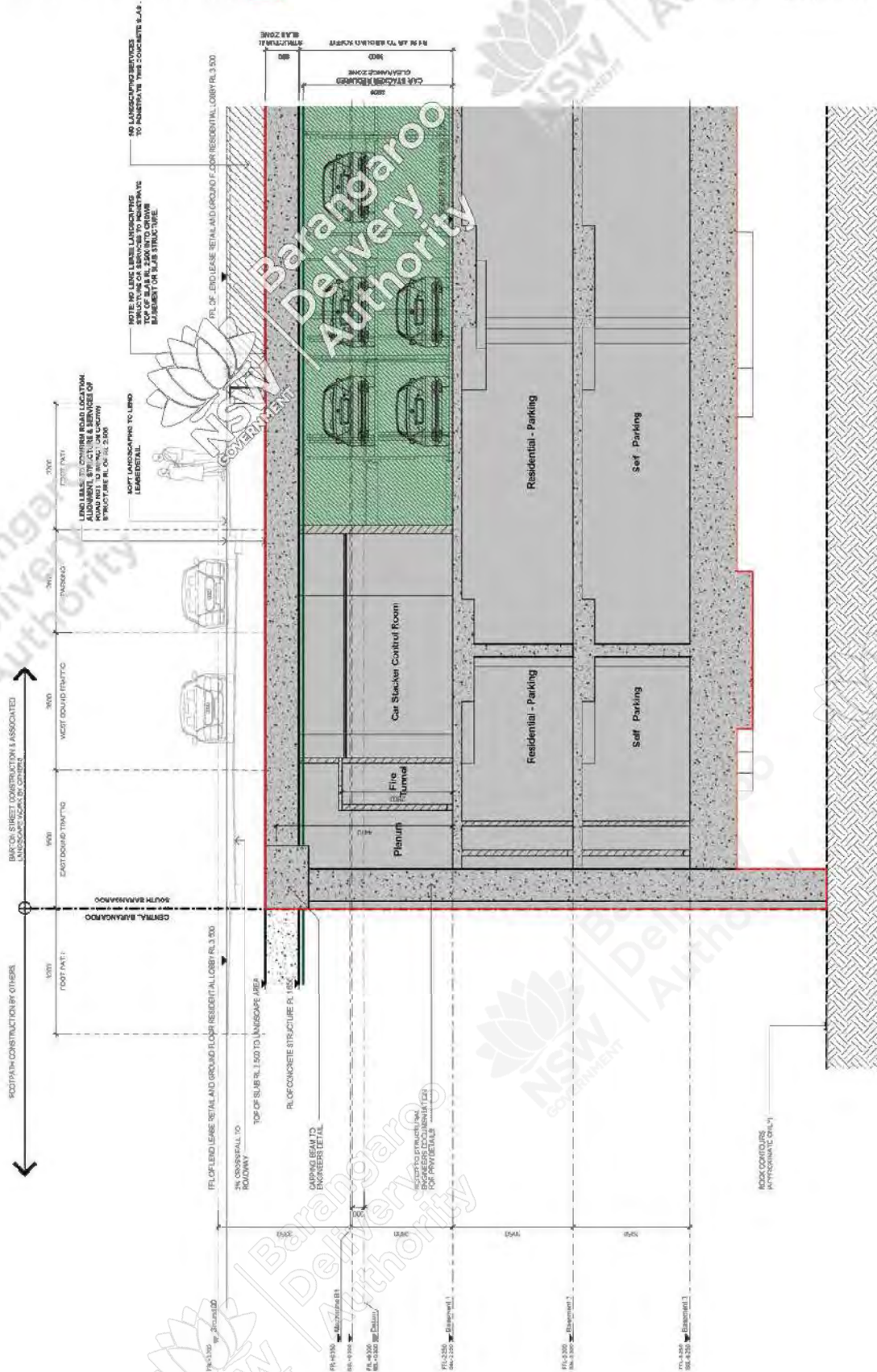
These dimensions and the location of the proposed development are for information only. The proposed development is subject to the approval of the relevant authority. The proposed development is subject to the approval of the relevant authority. The proposed development is subject to the approval of the relevant authority.



LEGEND:



Proposed Crown Premises



1 Basement Section 04

NOT FOR CONSTRUCTION

CRS_PPP_B_003 3

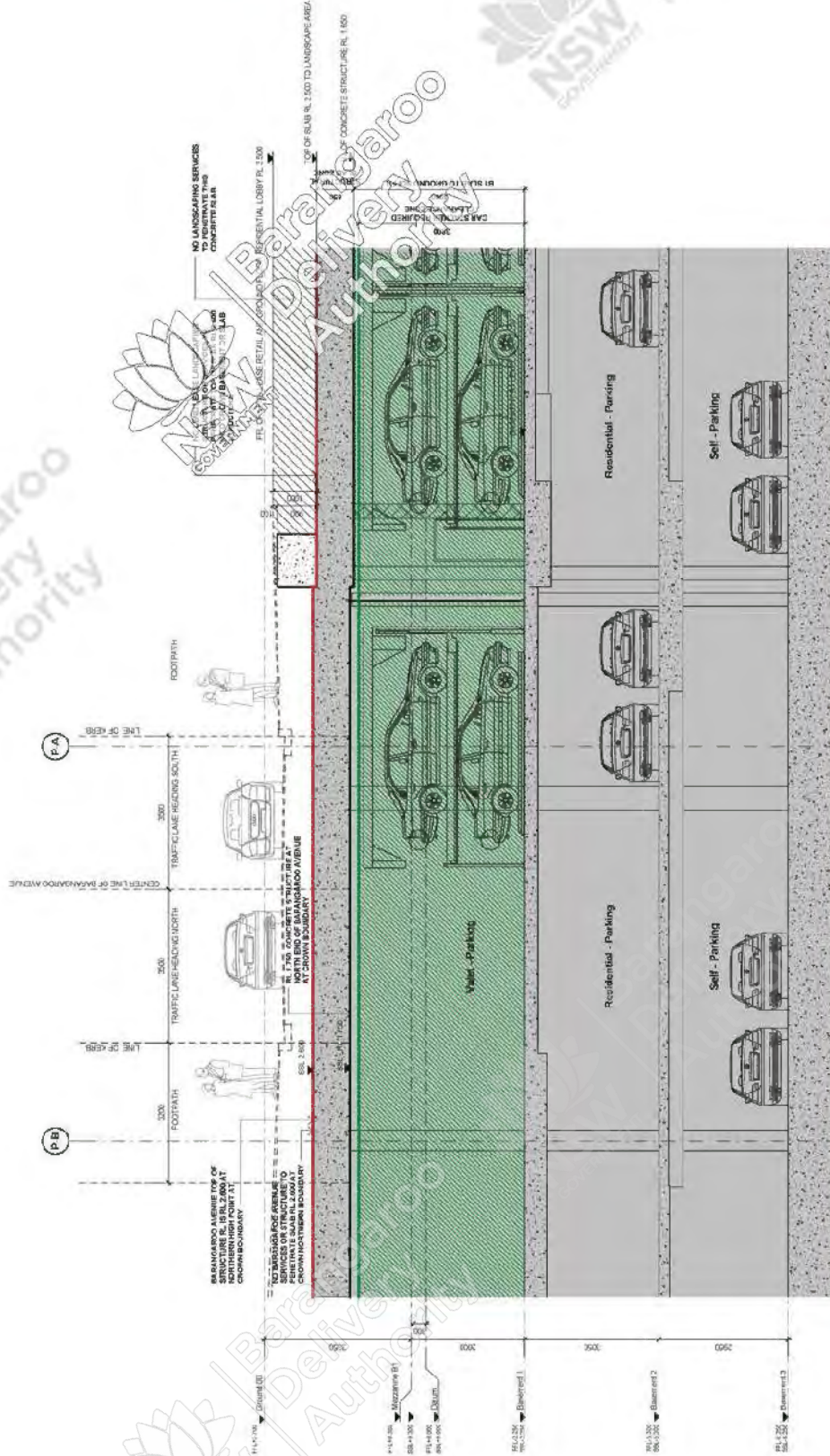
These drawings are to be used in conjunction with the information provided in the project brief and the project brief is to be used in conjunction with the information provided in the project brief. The drawings are to be used in conjunction with the information provided in the project brief. The drawings are to be used in conjunction with the information provided in the project brief.



LEGEND:



Proposed Crown Premises



1 Basement Section 05

NOT FOR CONSTRUCTION

CRS_PPP_B_004 3

These dimensions and the conditions are to be interpreted as recommendations only. The user must ensure that the design is suitable for the intended use and that the design is consistent with the relevant standards and codes of practice. The user must also ensure that the design is consistent with the relevant standards and codes of practice. The user must also ensure that the design is consistent with the relevant standards and codes of practice.



LEGEND:



Proposed Crown Premises

Item	Description	Quantity	Unit	Value
1	1.0000	1.0000	1.0000	1.0000
2	2.0000	2.0000	2.0000	2.0000
3	3.0000	3.0000	3.0000	3.0000
4	4.0000	4.0000	4.0000	4.0000
5	5.0000	5.0000	5.0000	5.0000
6	6.0000	6.0000	6.0000	6.0000
7	7.0000	7.0000	7.0000	7.0000
8	8.0000	8.0000	8.0000	8.0000
9	9.0000	9.0000	9.0000	9.0000
10	10.0000	10.0000	10.0000	10.0000

CROWN
Crown Development
100 George Street
Sydney NSW 2000
Tel: (02) 9230 6000
www.crown.com.au

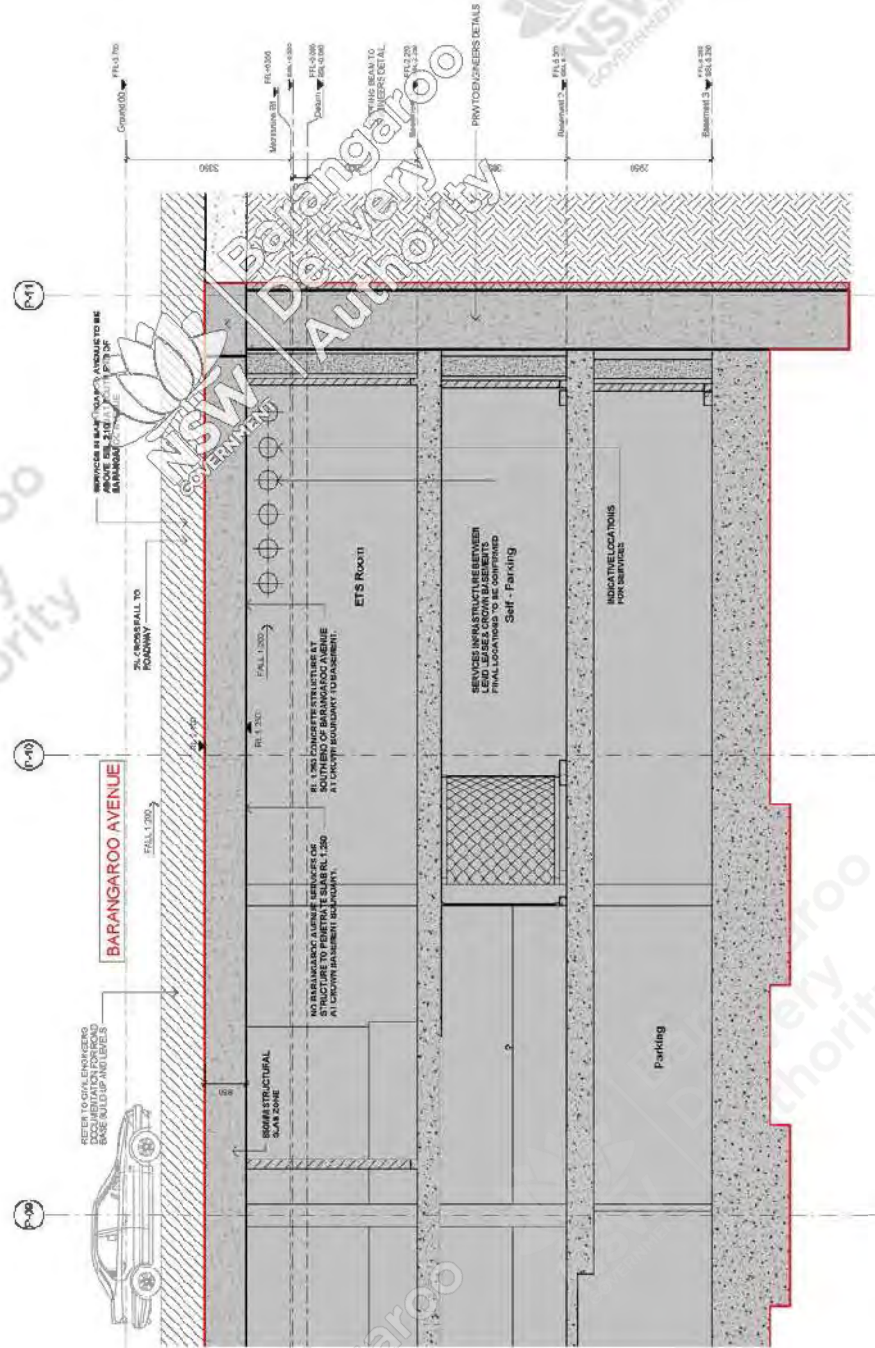
WILMONT EYE ARCHITECTS
100 George Street
Sydney NSW 2000
Tel: (02) 9230 6000
www.wilmonteye.com.au

BATESWART
100 George Street
Sydney NSW 2000
Tel: (02) 9230 6000
www.bateswart.com.au

Crown Sydney Hotel Resort
Proposed Premises Plan
Basement Section 13B

Item	Description	Quantity	Unit	Value
1	1.0000	1.0000	1.0000	1.0000
2	2.0000	2.0000	2.0000	2.0000
3	3.0000	3.0000	3.0000	3.0000
4	4.0000	4.0000	4.0000	4.0000
5	5.0000	5.0000	5.0000	5.0000
6	6.0000	6.0000	6.0000	6.0000
7	7.0000	7.0000	7.0000	7.0000
8	8.0000	8.0000	8.0000	8.0000
9	9.0000	9.0000	9.0000	9.0000
10	10.0000	10.0000	10.0000	10.0000

NOT FOR CONSTRUCTION



1 Basement Section 16B

Annexure 22 - Crown Essential Public Domain Plan

Note:
All works to the West of the sea wall
subject to future approvals

Crown Road

Barangaroo Avenue

Note:
Hickson Road not part of
essential scope

Scotch Row

Watermans Quay

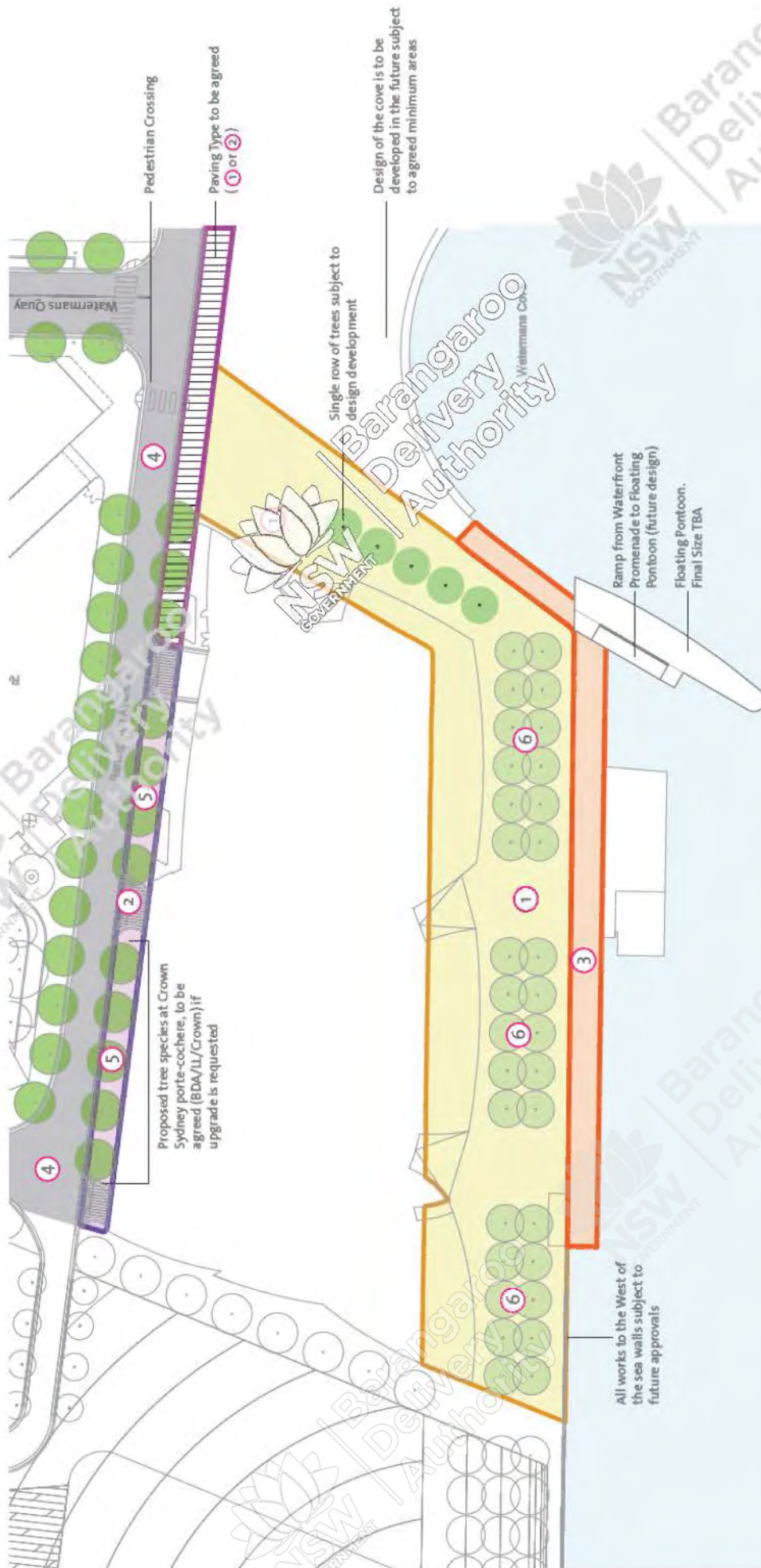
Barangaroo Avenue



Grant Associates
Essential Public Domain
BAR415-SK-129

1:500 A1
20150515

Annexure 23 - Crown Public Domain Standards Plan



Note:

- Tree sizes TBC (Minimum 400 ltr)
- Tree Spacings @ 5.0m centres
- Public domain design is subject to future development.
- All public domain proposals subject to approval by BDA and planning approval.

Crown Sydney Public Domain

Minimum Finish Standards

15-05-2015

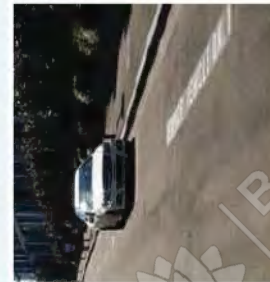
BAR418-SIN-SB-05 Finish Standards



6. Proposed *Celtis australis* (Southern Hackberry). All trees to be installed in concrete pits (similar to stage 1 A)



5. Proposed *Harpulia pendula* (Tulipwood). All trees along Barangaroo Avenue to be installed in a concrete trench (similar to stage 1 A)



4. City of Sydney/ RMS standard asphalt concrete road construction



3. Hardwood Decking as approved by the BDA

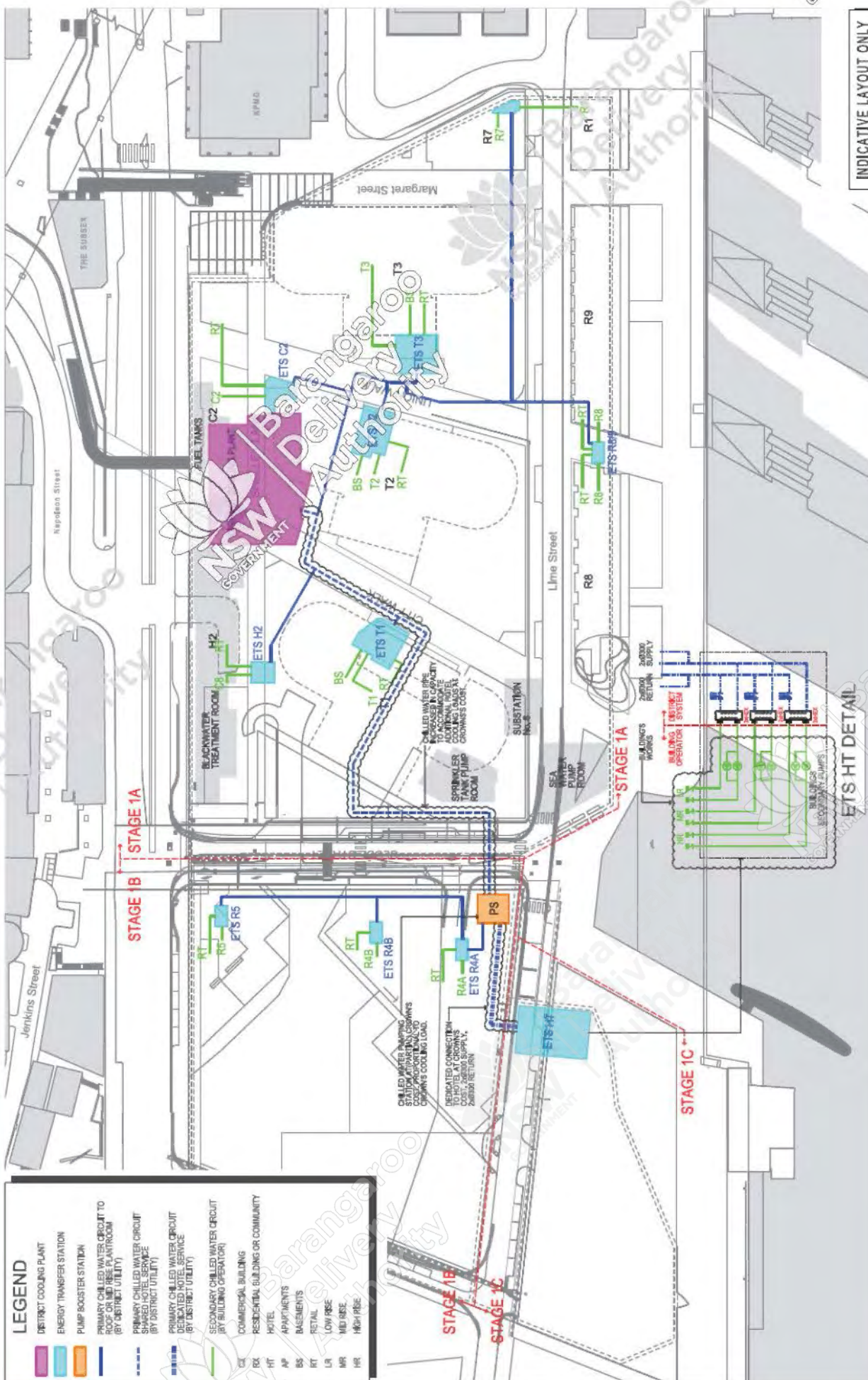


2. Austral Black Granite Pavers (Kerbing Austral)



1. In situ exposed aggregate finish concrete slab (As per stage 1A)

Annexure 24 - Crown Essential Infrastructure Annexure



Scale: 1:500 @ 81 1:1250 @ A3 1:100
 Date: 04 Dec 2014
 Project: 15101
 Drawing: B10_MSK_MOD_0702
 Revision: 03

DISTRICT COOLING SYSTEM DIAGRAM
 SITE INFRASTRUCTURE STAGE 1A, 1B & 1C

GRAHAM W JONES
 Principal Architect
 FRASIA NSW AIB 4005

Land Lease





ELECTRICAL SERVICES
SITE INFRASTRUCTURE STAGE 1A & 1B
BASE SCHEME
33KV EMBEDDED NETWORK

Part No.	Q'ty	Part No.
1-500 0 B 1	1-1250 0 A 3	SK-E01-HVC

GRANTHAM, JOHN
Friedland Arboret
1500A 100th Ave. S.W.





CDA ANNEXURE 24 CROWN ESSENTIAL INFRASTRUCTURE

15th May 2015

The following utility services shall be provided to Crown as a part of the centralised utility infrastructure at Barangaroo South.

Chilled Water

Provision to the Crown Site a total chilled water capacity of 12,974 kW from the site wide district chilled water plant

Design Temperatures shall be:

		Design Point	Operational Tolerance
Flow Temperature	Primary Chilled Water Circuit	4.7°C	±1°C
Return Temperature	Primary Chilled Water Circuit	14.7°C	±1°C
Flow Temperature	Secondary Chilled Water Circuit	6.5°C	±1°C
Return Temperature	Secondary Chilled Water Circuit	16°C	±1°C

The chilled water shall be provided via 2 sets of 300mm insulated pipes (4 pipes in total, flow & return) to the Crown 1C basement. Provision 3 separate sets of heat exchangers in the following configurations:

- 3 x 3200 kW_r to service the low rise;
- 2 x 2100 kW_r to service the mid-rise;
- 3 x 1000 kW_r to service the high rise.

Primary chilled water flow will be capped at 310L/s (max flow to achieve the capped cooling capacity at the design temperatures noted above).

The reference documents for District Cooling System are schematic drawing BM10_MSK_MOD_0702 dated 4th December 2014 (Rev 03)

Electrical Supply

Provision of 33kV high voltage feeders to the Crown Site in a triplex configuration to substations located in Crown Basement 1 and the midrise of the tower of the complex terminating in Crown's control point or combined control point/substation. The total electrical infrastructure to be provided shall be sized for an undiversified maximum demand of 3.7MVA.

The reference document for Electrical Services is schematic drawing SK-E01-HVC dated 15.05.15 (Rev 11)

Potable Water

Provision of (subject to Sydney Water approval) to the Crown Site 221kL per day total water demand with an instantaneous maximum flow of 28 L/s for potable water only. The total water demand consists of 196kL per day potable water and 25kL per day recycled water.



Potable water supply will be provided (subject to Sydney Water approval) to the Crown Site via a 200mm water connection.

The reference document for Potable Water Services is schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 03)

Recycled Water

Crown to be provided with recycled water as requested by Crown up to a maximum of 25kL of recycled water per day via a 100mm recycled water connection. Additional recycled water can be provided to Crown as long as the total water demand does not increase above 221kL per day.

The reference document for Recycled Water Services is schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 03)

Sewerage and Wastewater

Provision within the precinct sewer and black water treatment infrastructure for Crown wastewater discharge volume of 186.5KL /day.

Pool back wash water shall be discharged by Crown via a common sewer point at Crown's site boundary.

Crown pool drain down to have separate dedicated rising main.

Sewer and Wastewater shall be provided to the Crown Site via 300mm gravity connection.

The reference document for Sewerage & Wastewater Services is schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 03)

Greasy Waste

Crown will generate in the order of 40kL per day of greasy waste from restaurants and other similar systems (i.e. bin wash). Crown proposes to install DAF plant on site to cater for this load and associated rising main to the waste water tapping for the site. Crown waste water pump out systems are to have a separate dedicated rising main for the Grease Waste.

Fire Services (Wet)

Provision of extension from the site wide combined hydrant and sprinkler fire service to the boundary of the Crown Site with the following configuration:

- 2 x 200mm incoming supply to service the Low-rise(ring configuration);
- 2 x 150mm incoming supply to service the Mid-rise(ring configuration);
- 2 x 150mm incoming supply to service the High-rise(ring configuration); to service a head pressure up to 230m.
- 1 x ø150mm outgoing fire service drain to return test water back to the site fire water tanks.



The fire services for the upper High-rise component of the building (greater than 230m in height) cannot be met by the central infrastructure; as such shortfall shall be provided by Crown and designed into the Crown internal wet fire system using pumps and tanks.

The reference document for Fire Services is schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 03)

Fire Services (Dry)

Provision of network cables from the site wide fire detection and SSISEP systems to the boundary of the Crown Site. Crown will connect to compatible panels in the Hotel.

Stormwater

Provision of storm water infrastructure for Crown's proposed stormwater flow of 600 Litres per second based on one in 100 year storm. Intensity based on 270 mm/hr.

Crown will be harvesting and pre-treating stormwater through garden bio filtration systems prior to discharge to the precinct system. The precinct system will provide the final stormwater treatment prior to discharge to Darling Harbour, via the existing northern stormwater pipe.

Northern stormwater pipe is shown on schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 01).

Gas

Provision for 29,400 MJ/hr via a low pressure reticulation system @ up to 7kPa diversified maximum hourly demand for the Crown Site. Crown requires 50,000 MJ/hr @ 35kPa (allows for 50% diversity applied in estimating peak hourly use and subject to Jemena approval).

The reference document for Gas Services is schematic drawing BB_ 1B_ HSK_ 01 dated 8th December 2014 (Rev 03)

Communications

Provision of communications infrastructure via 2 diverse routes to allow for multiple carrier connections to the Crown Site. The routes shall consist of;

1. 1 x agreed route via basement reticulation complete with 6 x sealed conduit located on cable tray or other means through the 1A Basement and 1B Basement terminating at the Crown Site boundary. The 6 x conduit shall be appropriately capped and/or tagged for exclusive Crown usage only. This route shall originate from Shelley Street.
2. 1 x agreed route via 6 x conduit located within the northern road reserve terminating at the Crown site boundary within a standard telecommunications pit. The 6 x conduit shall be appropriately capped and/or tagged for exclusive Crown usage only. This route shall originate from Hickson Rd.

Ground Water



Provision within the precinct infrastructure to accept 1kL of groundwater from the combined 1B and 1C basement.

Annexure 25 - Stage Diagram

Annexure 26 - Independent Certifier's Deed

Crown Sydney Hotel Resort

Independent Certifier's Deed

Barangaroo Delivery Authority
Authority

Lend Lease (Millers Point) Pty Limited
LLMP

Crown Sydney Property Pty Limited
Crown

[Independent Certifier]
Independent Certifier

Clayton Utz
Lawyers
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 170/15661/80148831

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Crown Sydney Hotel Resort Independent Certifier's Deed

Date

Parties

Barangaroo Delivery Authority ABN 94 567 807 277, a NSW government agency constituted under the Barangaroo Delivery Authority Act 2009 (NSW) (**Authority**)

Lend Lease (Millers Point) Pty Limited ABN 15 127 727 502 in its personal capacity and as trustee of the LLMP Trust (**LLMP**)

Crown Sydney Property Pty Limited ACN 166 326 861 (**Crown**)

[Independent Certifier] ABN [number] (**Independent Certifier**)

Background

- A. The Authority, LLMP and Crown have entered into the Crown Development Agreement under which Crown will undertake the Crown Project.
- B. Crown has engaged, or will engage, the Builder to carry out part of the Crown Works on the terms of the Building Contract.
- C. The parties, other than the Independent Certifier, have financial and other interests in determining when the Crown Works reaches Practical Completion.
- D. By this deed, Crown appoints the Independent Certifier to, among other things, certify Practical Completion.
- E. The Independent Certifier accepts its appointment and agrees to perform its functions on the terms of this deed.

The parties agree

1. Definitions and interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Builder means Lend Lease Building Pty Limited ACN 000 098 162.

Certifier Default means an event so described in clause 11.1.

Crown Development Agreement means the Crown Development Agreement between the Authority, LLMP, Crown and others in relation to the Crown Project dated **[date]** May 2015.

Insurances means the insurances required to be effected and maintained under clause 10.

LLMP Trust means the Lend Lease (Millers Point) Trust ABN 96 367 164 319

Obligations means the obligations and duties of the Independent Certifier to the Principal Parties under or in connection with this deed in relation to the Crown Works, including the Obligations specified in Schedule 1.

Principal Default means an event so described in clause 11.2.

Principal Parties means all the parties to this deed other than the Independent Certifier.

Related Entity has the meaning ascribed to it in section 9 of the Corporations Act.

Replacement Certifier means the successor of the Independent Certifier appointed under clause 11.5.

1.2 Interpretation

Unless the contrary intention appears, a reference in this deed to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (d) anything (including an amount) is a reference to the whole and each part of it;
- (e) a document (including this deed) includes any variation or replacement of it;
- (f) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (g) Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia;
- (h) a time of day is a reference to Sydney time;
- (i) the singular includes the plural and vice versa;
- (j) the word "person" includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (k) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (l) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (m) an exhibit, annexure or schedule is a reference to an exhibit, annexure or schedule to this deed.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of this deed.

1.4 Capitalised terms in the Crown Development Agreement

Capitalised terms not defined, but used in this deed, have the same meaning as in the Crown Development Agreement.

1.5 Inconsistency with Crown Development Agreement

If there is inconsistency between the provisions of this deed and the Crown Development Agreement, the provisions of the Crown Development Agreement prevail.

2. Appointment of Independent Certifier

2.1 Terms of appointment

- (a) Crown appoints the Independent Certifier to perform the Obligations.
- (b) The Independent Certifier's appointment commences on the date of this deed and terminates on the date determined pursuant to clause 3.
- (c) Each Principal Party confirms and approves the appointment of the Independent Certifier to perform the Obligations.

2.2 Consent

The Independent Certifier accepts its appointment under clause 2.1 and agrees that it will perform the Obligations.

2.3 Receipt of Project Documents

The Independent Certifier acknowledges:

- (a) receipt of copies of such of the Project Documents as is specified in writing by the Principal Parties;
- (b) subject to clause 2.3(c), that it has read and will be deemed to have informed itself fully of:
 - (i) the requirements of the documents referred to in clause 2.3(a);
 - (ii) the nature of the work necessary for the performance of the Obligations;
 - (iii) the accuracy and completeness of the description of the Obligations;
 - (iv) the fees payable to it which are to cover completely the Costs of complying with the Obligations; and
 - (v) all matters and things necessary or ancillary to the due and proper performance of the Obligations; and
- (c) that it has no role or Obligations under the Building Contract and it has been provided with a copy of the Building Contract for information purposes only.

3. Term of appointment

The Principal Parties' rights under this deed to require the Independent Certifier to perform the Obligations remain in effect until the later of:

- (a) the date of the expiry of the Defects Liability Period; or
- (b) the date of the Final Certificate,

in respect of the Crown Works, unless that appointment is terminated at an earlier date in accordance with clause 11.

4. Relationship

4.1 Standard of performance

- (a) In performing the Obligations, the Independent Certifier agrees:
 - (i) to act in good faith, impartially, diligently, reasonably and with a degree of professional care, knowledge, experience and skill which may be reasonably expected of and in accordance with the standards applicable to a practising firm of consultants experienced in the performance of the same or similar services as are required to be performed by the Independent Certifier under this deed; and
 - (ii) to perform all its Obligations within the times specified in the relevant Project Documents.
- (b) The Independent Certifier warrants that it has the capability, expertise and experience to perform the Obligations.

4.2 No conflict of interest

The Independent Certifier acknowledges and warrants that:

- (a) it owes a duty of care and professional responsibility to each Principal Party in connection with the performance of the Obligations;
- (b) each Principal Party is relying on its independence;
- (c) it has no conflict of interest with respect to the carrying out of the Obligations; and
- (d) it will not accept any role in relation to the Crown Project other than expressly set out in this deed or in any other independent certifier deed between the Authority, LLMP and the Independent Certifier without the consent of each Principal Party, who agree to act reasonably, in providing or withholding such consent.

4.3 Nature of relationship

- (a) The Independent Certifier is an independent contractor and is not an employee or agent of any of the Principal Parties.
- (b) The Independent Certifier's employees, contractors, consultants and agents are not the employees, contractors, consultants or agents of any of the Principal Parties with respect to the Crown Project. The Independent Certifier assumes full responsibility for the acts and omissions of each of its employees and agents.

4.4 Independence

The Principal Parties and the Independent Certifier agree that the Independent Certifier will act independently of all parties in connection with the performance of the Obligations.

4.5 Co-operation and assistance

- (a) The Principal Parties will co-operate with each other and the Independent Certifier and use their reasonable endeavours (without being obliged to pay money other than the fees payable under clause 8) to assist the Independent Certifier to enable it to satisfy the Obligations.
- (b) Subject to any law or duty of confidentiality and without limiting clause 4.5(a), each Principal Party will provide to the Independent Certifier any information reasonably

necessary to enable the Independent Certifier to satisfy the Obligations and agrees to provide the Independent Certifier with any such information within the time required by this deed or any relevant Project Document.

- (c) The Independent Certifier will co-operate with the Principal Parties and any agent, consultant, contractor or employee of the Principal Parties in relation to the Crown Works and will co-ordinate the performance of the Obligations with the activities being performed by those parties under the relevant Project Documents.

4.6 Information provided to Independent Certifier

The Independent Certifier is entitled to rely on information provided to it by any of the Principal Parties as being true and correct in all material respects unless:

- (a) such information is:
 - (i) manifestly incorrect;
 - (ii) provided on a qualified basis; or
 - (iii) actually known or ought to have been known by the Independent Certifier to be untrue or incorrect; or
- (b) the relevant Principal Party subsequently informs the Independent Certifier of any change to the information provided to it.

4.7 Authority to act

The Independent Certifier has no authority:

- (a) other than expressly provided in this deed, to give directions to any Principal Party or its officers, employees, contractors, consultants or agents;
- (b) to waive or alter any terms of the Project Documents; or
- (c) to discharge or release a party from any of its obligations pursuant to the Project Documents.

4.8 Reliance

The Independent Certifier acknowledges and agrees that:

- (a) it will perform the Obligations in accordance with this deed for the benefit of each of the Principal Parties and that each Principal Party will be relying on the performance of the Obligations as if the Independent Certifier were separately performing them for each Principal Party directly; and
- (b) the Principal Parties are entitled to and will rely on its certification in accordance with the provisions of this deed for the purposes of the Project Documents.

4.9 Certification final and binding

The Principal Parties acknowledge and agree that each of:

- (a) the Certificate of Practical Completion;
- (b) the Final Certificate; and
- (c) the determinations, certifications and confirmations referred to in clause 5.1,

given by the Independent Certifier pursuant to this deed and each Project Document, in the absence of manifest error of fact or law, are final and binding on the Principal Parties under this deed and the Project Documents.

5. Obligations of Independent Certifier

5.1 Obligations relating to Practical Completion

- (a) Crown must give the Independent Certifier and each other Principal Party at least 20 Business Days' notice of the date on which Crown anticipates Practical Completion will be reached.
- (b) When Crown is of the opinion that Practical Completion has been reached Crown must:
 - (i) request the Independent Certifier to issue a Certificate of Practical Completion; and
 - (ii) give each other Principal Party a copy of that request.
- (c) Within 5 Business Days of receipt of Crown's request, the Independent Certifier must either give each Principal Party:
 - (i) a Certificate of Practical Completion certifying the Date of Practical Completion; or
 - (ii) a written notice of the reasons for withholding the Certificate of Practical Completion and provide a detailed list of work required to be completed in order for the Certificate of Practical Completion to be issued.
- (d) If the Independent Certifier does not within 5 Business Days after receipt of Crown's request either give the Certificate of Practical Completion or give Crown reasons for not issuing the Certificate of Practical Completion, then either the Authority or Crown may regard the circumstances as constituting a dispute between the Authority and Crown for the purposes of clause 35 of the Crown Development Agreement.
- (e) On receipt of the detailed list referred to in clause 5.1(c)(ii), Crown must carry out the work referred to in that list and, on completion of that work, request the Independent Certifier to issue a Certificate of Practical Completion and clauses 5.1(c) and 5.1(d) and this clause 5.1(e) will re-apply, until the Independent Certifier issues the Certificate of Practical Completion.

5.2 Prerequisites for Certificate of Practical Completion

A Certificate of Practical Completion may not issue unless and until:

- (a) Crown has given the Authority a survey prepared by a licensed surveyor showing that the Crown Works other than agreed overhangs and encroachments are within the Crown Site (as contemplated by the Crown Development Agreement and the Proposed Premises Plan);
- (b) all compliance reports required to be delivered to a Consent Authority in relation to the Crown Works have been delivered to the relevant Consent Authority;
- (c) copies of all documents, consents, certificates and Approvals issued by the relevant Public Authority acknowledging completion of the Crown Works, and permitting use and occupation of the development the subject of the Crown Works for their intended purpose (including a Compliance Certificate, any Part 4A Certificate, any Complying Development Certificate and (if relevant) an Occupation Certificate)

have been issued, excluding any further or additional requirement which may be imposed in connection with any further development within the Crown Works (including in connection with any fit-out works being undertaken by a proposed tenant or a subtenant of the Crown Works) after a final Occupation Certificate has been issued; and

- (d) in all other respects, Practical Completion has been achieved.

5.3 Defects Liability and Final Certificate

- (a) As soon as practicable after the Date of Practical Completion Crown must rectify any defects or omissions as notified by the Independent Certifier under this clause 5.3.
- (b) At any time during the Defects Liability Period, the Independent Certifier may inspect the Crown Works for the purpose of ascertaining (acting reasonably) what defects and faults (if any) in those works are required to be made good by Crown. The Independent Certifier must give Crown 2 Business Days' notice before it carries out an inspection under this clause 5.3.
- (c) After each inspection the Independent Certifier must give a notice in writing to Crown of all defects and faults (if any) which in the opinion of the Independent Certifier are required to be made good.
- (d) Crown must:
 - (i) promptly make good any omissions and defects within a reasonable time (as determined by the Independent Certifier) after receipt of a direction under clause 5.3(c) (which direction must state the time in which the Independent Certifier reasonably believes that the defects and faults may reasonably be made good); and
 - (ii) give notice in writing to the Independent Certifier when, in Crown's opinion, all omissions and defects referred to in the direction have been made good.
- (e) The provisions of clause 5.1 apply, with the necessary changes being made, to the issue of the Final Certificate as if the reference in those clauses to:
 - (i) the Certificate of Practical Completion were a reference to the Final Certificate; and
 - (ii) the reference to Practical Completion were a reference to Final Completion.

5.4 Other Obligations relating to the Crown Development Agreement

The Independent Certifier must perform all the Obligations of the Independent Certifier specified in the Crown Development Agreement, including the Obligations.

5.5 Independent Certifier's right to enter and inspect

- (a) The Independent Certifier may, to the extent required to perform the Obligations in accordance with this deed:
 - (i) after having given Crown at least 2 Business Days' notice (except in the case of an emergency where no notice is required) inspect the Crown Works,

- (ii) inspect and test materials used or to be used in connection with the Crown Works;
- (iii) require Crown to produce any evidence of tests which may reasonably be required by the Independent Certifier with respect to the Crown Works; and
- (iv) reject any materials or workmanship materially inconsistent with:
 - A. the Final Plans and Specifications (as amended pursuant to the Crown Development Agreement); or
 - B. to the standard required under this deed and the Crown Development Agreement.
- (b) At the request of the Independent Certifier, Crown must immediately remove, or replace all unauthorised or unsatisfactory Crown Works and make good any workmanship as reasonably directed by the Independent Certifier.

5.6 All other Obligations

The Independent Certifier must perform each of the other Obligations, if any, specified in Schedule 1.

6. Independent Certifier's personnel

6.1 Properly qualified

The Independent Certifier must at all times provide adequately competent, experienced and qualified personnel to perform the Obligations.

6.2 List of personnel

Upon the request at any time by any Principal Party, the Independent Certifier must promptly provide a list of the personnel which it will use or will be using to perform the obligations and detailing the qualifications and experience of each person.

6.3 Removal of personnel

If at any time during the term of this deed, a Principal Party considers that the conduct of the Independent Certifier's personnel is prejudicial to the interest of the Crown Project or that the Independent Certifier has not engaged personnel who are sufficiently competent, experienced and qualified to perform the Obligations, that Principal Party may, after consultation with the Independent Certifier, by written notice to the Independent Certifier require the removal of that person from any involvement in the Crown Project. The Independent Certifier shall within 10 Business Days replace the person named in that notice with the person approved by the Principal Parties.

7. Notifications

The Independent Certifier agrees to promptly notify the Principal Parties if it becomes aware in the course of performing the Obligations:

- (a) that any matter stated or certified by the Builder or certificate provided under any Project Document is not correct as at the date stated or certified; and

- (b) of any matter or circumstance which in its reasonable opinion:
- (i) may materially or adversely affect the Builder's ability to achieve Practical Completion by the Date for Practical Completion;
 - (ii) it considers to be, in the context of the Crown Project, of material interest to a Principal Party;
 - (iii) may involve a material breach of any relevant Project Document; or
 - (iv) may involve a material dispute between any party to any relevant Project Document or any other person in relation to a relevant Project Document or the Crown Project.

8. Fees

8.1 Payment by Crown

Crown agrees to pay to the Independent Certifier, such fees and expenses as are separately agreed between Crown and the Independent Certifier.

8.2 Authority and LLMP not to pay

The Authority and LLMP have no obligation to pay fees and expenses to the Independent Certifier for work carried out under this deed or any Project Document.

9. Representations and Warranties

The Independent Certifier represents and warrants that:

- (a) it has been incorporated as a company limited by shares in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) it has power to enter into this deed and the Project Documents to which it is a party and comply with its obligations under each of it;
- (c) this deed and the transactions under it which involve it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded;
- (d) it has in full force and effect the authorisations necessary for it to enter into this deed, to comply with the Obligations and exercise its rights under it, and allow it to be enforced;
- (e) the Obligations are valid and binding and are enforceable against it in accordance with its terms;
- (f) it benefits by entering into this deed;
- (g) there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (h) unless stated in this deed, it does not enter into this deed as trustee;
- (i) there is no pending or threatened proceeding affecting it or any of its assets before a court, governmental agency, commission or arbitrator except those in which a decision against it would be insignificant;

- (j) it does not have immunity from the jurisdiction of a court or from legal process;
- (k) it has the appropriate qualifications to undertake all of the certification requirements forming part of the Obligations; and
- (l) it and all its representatives, employees, agents, contactors and consultants engaged in the performance of the Obligations possess, and will continue to possess, the appropriate experience, skill, qualifications and resources which are required to properly perform the Obligations.

10. Insurance

10.1 Own Risk

The Independent Certifier undertakes to carry out the Obligations entirely at its own risk.

10.2 Undertakings

The Independent Certifier undertakes as follows:

- (a) it will obtain and maintain the Insurances;
- (b) it will obtain and maintain such additional insurances, and make such variations to existing insurances, as may reasonably be requested by the Principal Parties, promptly after that request;
- (c) each Insurance policy will comply with the following requirements:
 - (i) the policy must contain provisions which are reasonably standard in the market for insurance of the type covered by the policy;
 - (ii) the insurers must be reputable, and approved by the Principal Parties;
 - (iii) the policy (other than the professional indemnity and workers compensation insurance) must name as an additional insured the Principal Parties or such other persons as the Principal Parties reasonably require; and
 - (iv) the Insurance must at all times provide the coverage set out in Schedule 2, for the minimum amount and the term stated in Schedule 2;
- (d) each insurance policy will contain the following:
 - (i) the insurer must waive its right to set-off or reduce by way of counterclaim, or make any deduction or withholding, in relation to any payment to be made by it under any Insurances;
 - (ii) the insurer must waive its right to claim from the Principal Parties any insurance premiums, fees, commissions or the like;
 - (iii) the Insurances must continue unaltered in relation to each named insured or additional insured, despite any act, omission, breach or misrepresentation by any other named insured, additional insured or person;
 - (iv) each named insured may pay premiums not paid when due (in satisfaction of the premium due), but only the Independent Certifier has an obligation to do so;

- (v) each named insured or additional insured must have rights which are of the same nature and extent as they would have had had a separate policy been individually taken out by that named insured or additional insured (subject to limits on liability);
- (vi) the insurer must undertake to promptly notify the Principal Parties of:
 - A. cancellation or avoidance of any Insurances;
 - B. any change whatsoever of a restrictive nature which affects any Insurances;
 - C. any act or omission or any event which might invalidate an insurance policy or render it unenforceable; or
 - D. any failure to pay an amount on account of premiums when due;
- (vii) the insurer must undertake to notify each named insured of non-receipt of any renewal instructions no later than 5 Business Days prior to the due date for expiry of any Insurance;
- (viii) despite the occurrence of an event referred to in clauses 10.2(d)(vi) or 10.2(d)(vii) above, the Insurances must continue unaltered for the benefit of the Principal Parties for a period of at least of 20 Business Days after notice is given to the Principal Parties under either of those clauses;
- (ix) there must be no reduction of limits or coverage without the prior consent of the Principal Parties; and
- (x) the insurer's obligations must be primary obligations, without right of contribution in respect of any other indemnity or insurance cap.
- (e) it will provide the Principal Parties with:
 - (i) a true and complete copy of each Insurance policy, promptly after receipt of the policy by or on behalf of the Independent Certifier;
 - (ii) certificates of currency evidencing the maintenance of the Insurances, or a component of the Insurances, promptly after the Insurances (or a component) is or are renewed or extended;
 - (iii) a copy of any notice received by the Independent Certifier from any insurer in respect of Insurances, promptly after receipt; and
 - (iv) such other details in respect of Insurances as the Principal Parties may from time to time reasonably request, promptly after the request;
- (f) it will pay when due all premiums, commissions, stamp duties, charges and other expenses incurred or payable in relation to Insurances, and give evidence of that payment to the Principal Parties;
- (g) it will do all things necessary or desirable to maintain the Insurances in full force;
- (h) it will not, without the Principal Parties' consent, vary, cancel or allow to lapse any Insurances;
- (i) it will do all things reasonably necessary or desirable to permit or facilitate the collection or recovery of any moneys payable by the insurers under Insurances;

- (j) it will not, without the consent of the Principal Parties do (or omit to do) anything which does or might (or the omission of which does or might) adversely affect the nature or extent of the rights of any named insured under Insurances, or extinguish, qualify or limit any obligations of the insurer in respect of any Insurances;
- (k) it will immediately rectify anything which may have an adverse effect on the Insurances and reinstate any of the Insurances if it lapses;
- (l) it will not, without the consent of the Principal Parties, do, or take any steps to, cancel, materially change or reduce the amount of coverage of any Insurances;
- (m) it will not, without the consent of the Principal Parties:
 - (i) consent to any reduction in limits or coverage; or
 - (ii) enforce, conduct, settle or compromise any claims,
 in respect of any Insurances, whether or not any of them cover other property; and
- (n) it will notify the Principal Parties immediately when:
 - (i) an event occurs which gives rise or might give rise to a claim under or which could adversely affect any one of the Insurances; or
 - (ii) any one of the Insurances is cancelled.

10.3 Failure to produce proof of insurance

If after being requested in writing by the Authority to do so, the Independent Certifier fails to comply with its obligations under clause 10.2 to effect any of the insurances required to be effected and maintained pursuant to clause 10.2 the Authority may (acting in good faith and reasonably) (after giving the Independent Certifier 20 Business Days' prior notice of its intention to do so) effect and maintain the Insurances and pay the premiums. The Independent Certifier must pay to the Authority on demand a sum equal to the amount paid by the Authority.

11. Default

11.1 Certifier Default

- (a) The Independent Certifier must ensure that no Certifier Default occurs.
- (b) Each of the following is a Certifier Default:
 - (i) the Independent Certifier does not comply with or perform any of the Obligations, after notice of such failure and a reasonable opportunity to remedy;
 - (ii) the Independent Certifier becomes the subject of an Insolvency Event;
 - (iii) distress is levied or a judgment, order or Encumbrance is in force or becomes enforceable, against any property of the Independent Certifier for amounts totalling more than \$[500,000];
 - (iv) a representation or warranty made by or for the Independent Certifier in connection with this deed or a Project Document is found to have been incorrect or misleading when made;

- (v) the Independent Certifier ceases to carry on its business or material part of it; or
- (vi) a person is appointed under legislation to manage any part of the affairs of the Independent Certifier.

11.2 Principal Default

- (a) Crown must ensure that no Principal Default occurs.
- (b) A Principal Default occurs when Crown does not pay on time any amount payable by it under this deed, unless there is a dispute between Crown and the Independent Certifier regarding the amount or the subject of the amount to be paid.

11.3 Right to terminate

- (a) Subject to clause 11.3(c), if a Certifier Default occurs and the default is not remedied by the Independent Certifier within 10 Business Days of notice of that default being given by any of the Principal Parties to the Independent Certifier, a Principal Party may terminate the appointment of the Independent Certifier by giving not less than 10 Business Days' notice in writing to the Independent Certifier and each other Principal Party and the Principal Parties' obligations under this deed are terminated.
- (b) If a Principal Default occurs and the default is not remedied within 20 Business Days of notice being given by the Independent Certifier to each Principal Party, the Independent Certifier may terminate this deed by giving not less than 20 Business Days' notice in writing to each Principal Party.
- (c) A Principal Party may, without giving advance notice, terminate this deed by giving notice in writing to the Independent Certifier and each other Principal Party if an event described in clause 11.1(b)(ii) occurs.
- (d) If the Crown Development Agreement is terminated for the default of a Principal Party, this deed will also terminate on service of written notice to the Independent Certifier.
- (e) If this deed is terminated as contemplated by clause 11.3(d), the Principal Party not in default may elect in writing to the Independent Certifier to enter into a new deed with the Independent Certifier but without the Crown Development Agreement defaulting party, which will be in the same terms, mutatis mutandis as this deed, except that:
 - (i) for the avoidance of doubt, the Crown Development Agreement defaulting party will not be a party; and
 - (ii) the Crown Development Agreement non- defaulting party will have the obligation to pay the Independent Certifier for work done under the new deed; and
- (f) Any termination of this deed under clause 11.3(d), does not disturb any existing rights of the parties arising prior to the date of termination.

11.4 Rights on termination

If the appointment of the Independent Certifier is terminated pursuant to:

- (a) clauses 11.3(a) or 11.3(d), the Independent Certifier will only be entitled to payment from Crown of all amounts due to it under clause 8, up to and including the date of termination; or

- (b) clause 11.3(b), then the Independent Certifier will also be entitled to receive from Crown its reasonable Costs arising from that termination.

11.5 Appointment of successor

- (a) The termination of the appointment of the Independent Certifier under clause 11.3 will not be effective until the successor to the Independent Certifier is appointed by the Principal Parties in accordance with this clause 11.5.
- (b) The Principal Parties must, prior to giving the notice of termination under clause 11.3(a), appoint a Replacement Certifier as the successor to the Independent Certifier.
- (c) The Replacement Certifier must:
 - (i) be acceptable to the Principal Parties (acting reasonably);
 - (ii) enter into a deed with the Principal Parties on substantially the same terms and conditions as this deed; and
 - (iii) be a person who is able, in the reasonable opinion of the Principal Parties, to fully and properly perform and satisfy the Obligations.
- (d) The Principal Parties agree to enter into the deed with the Replacement Certifier as contemplated under clause 11.5(c)(ii).
- (e) In the event that the Principal Parties do not agree on the identity of the Replacement Certifier within 10 Business Days of the decision to terminate the appointment of the Independent Certifier, the Replacement Certifier will be determined in accordance with clause 13.7 of the Crown Development Agreement.

11.6 Return of records

- (a) Within 10 Business Days of the termination of its appointment, the Independent Certifier must:
 - (i) deliver to the relevant Principal Party or, at the direction of the relevant Principal Party, to the Replacement Certifier, all copies of Project Documents, all books, records, plans, specifications and other documents relating to the Obligations or the Crown Project in the possession or control of the Independent Certifier (with the Independent Certifier being entitled to retain copies but only for insurance purposes); and
 - (ii) use its reasonable endeavours to ensure the representative of the Independent Certifier, its agents and sub contractors deliver such material to the relevant Principal Party or, at the direction of the relevant Principal Party, to the Replacement Certifier.

The Independent Certifier may not exercise any lien against any of the documentation referred to in this clause.

- (b) In the event that its appointment is terminated, the Independent Certifier agrees that it will co-operate with and assist the Replacement Certifier to ensure an effective and smooth transition of its duties and obligations under this deed to the Replacement Certifier.

12. Costs

12.1 What the Independent Certifier agrees to pay

The Independent Certifier agrees to pay or reimburse the Principal Parties on demand for the Principal Parties' Costs in enforcing this deed, including legal costs in accordance with any written agreement as to legal costs or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor or own client basis;

12.2 Payment for each Principal Party's Obligations

Each Principal Party agrees to pay for anything that it agrees to do under this deed.

13. Assignment

13.1 Assignment by the Independent Certifier

Except as set out in this deed the Independent Certifier may not assign or transfer its rights or obligations under this deed without the prior written consent of the Principal Parties (which may be given or withheld in their absolute discretion and with or without conditions).

13.2 Assignment by Authority

The Authority may at any time assign (in whole or part) its rights and obligations under this deed at any time to any entity which succeeds to the rights of the Authority under the Crown Development Agreement and must promptly give the Independent Certifier written notice of any such assignment.

13.3 Assignment by LLMP

LLMP may at any time assign (in whole or part) its rights and obligations under this deed at any time to any entity to which it assigns its rights under and in accordance with the Crown Development Agreement and must promptly give the Independent Certifier written notice of any such assignment.

13.4 Assignment by Crown

Crown may at any time assign (in whole or part) its rights and obligations under this deed at any time to any entity to which it assigns its rights under and in accordance with the Crown Development Agreement and must promptly give the Independent Certifier written notice of any such assignment.

14. Notices

14.1 Form

Unless expressly stated otherwise in the Project Documents, all notices, certificates, consents, approvals, waivers and other communications in connection with a Project Document must be in writing, signed by an Authorised Officer of the sender and marked for attention as set out below or, if the recipient has notified otherwise, then marked for attention in the way last notified:

Authority

Name: Barangaroo Delivery Authority
Address: Level 21, 201 Kent Street
Sydney NSW 2001
Fax: (02) 9271 5318
For the attention of: Development Director

LLMP

Name: Lend Lease (Millers Point) Pty Limited
Address: Level 4, The Bond
30 Hickson Road
Millers Point NSW 2000
Fax: (02) 9383 8138
For the attention of: The Managing Director

Crown

Name: Crown Sydney Property Pty Limited
Address: Level 3, Crown Towers
8 Whiteman Street
Southbank VIC 3006
Fax: (03) 9292 8808
For the attention of: Company Secretary

Independent Certifier

Name: [insert]
Address: [insert]
Fax: [insert]
For the attention of: [insert]

14.2 Delivery

Notices must be:

- (a) left at the addresses referred to in clause 14.1;
- (b) sent by prepaid post (airmail, if appropriate) to the addresses referred to in clause 14.1; or
- (c) sent by fax to the fax number referred to in clause 14.1.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

14.3 When effective

Notices take effect from the time they are received unless a later time is specified in them.

14.4 Receipt - postal

If sent by post, notices are taken to be received 3 Business Days after posting (or 5 Business Days after posting if sent to or from a place outside Australia).

14.5 Receipt - fax

If notices are sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

14.6 Receipt - general

If notices are left at an address or received after 5.00pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00am on the next Business Day.

15. GST

15.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 15 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 15.
- (c) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

15.2 Reimbursements

Any payment or reimbursement required to be made under this deed that is calculated by reference to a Cost or other amount paid or incurred will be limited to the total Cost or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the Cost or amount relates.

15.3 Additional amount of GST payable

Subject to clause 15.5, if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:

- (a) any amount payable or consideration to be provided under any provision of this deed (other than this clause 15), for that supply is exclusive of GST;
- (b) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 15.3(b).

15.4 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 15.3 and clause 15.5) varies from the additional amount paid by the Recipient under clause 15.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 15.4(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 15.3.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

15.5 Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 15.3 applies is a taxable supply made by the Recipient in the same tax period (**Recipient Supply**), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 15.3 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 15.3 (or the time at which such GST Amount would have been payable in accordance with clause 15.3 but for the operation of clause 15.5(a)).

15.6 Indemnities

- (a) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (b) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (c) A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

15.7 No merger

This clause will not merge on completion or termination of this deed.

16. General

16.1 Prompt performance

If this deed specifies when the Independent Certifier agrees to perform an obligation, the Independent Certifier agrees to perform it by the time specified. The Independent Certifier agrees to perform all other obligations promptly.

16.2 Consents

The Independent Certifier agrees to comply with all conditions in any consent the Principal Parties give in connection with this deed.

16.3 Certificates

The Principal Parties may give the Independent Certifier a certificate about an amount payable or other matter in connection with this deed. The certificate is sufficient evidence of the amount or matter, unless it is proved to be incorrect.

16.4 Set-off

The Principal Parties may set off any amount due for payment by the Principal Parties to the Independent Certifier against any amount due for payment by the Independent Certifier to the Principal Parties under this deed.

16.5 Discretion in exercising rights

The Principal Parties may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

16.6 Partial exercising of rights

If the Principal Parties do not exercise a right or remedy fully or at a given time, the Principal Parties may still exercise it later.

16.7 No liability for loss

The Principal Parties are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy except to the extent of any negligence or fraud by any Principal Party.

16.8 Conflict of interest

The Principal Parties' rights and remedies under this deed may be exercised even if this involves a conflict of duty or the Principal Parties have a personal interest in their exercise.

16.9 Remedies cumulative

The Principal Parties' rights and remedies under this deed are in addition to other rights and remedies given by law independently of this deed.

16.10 Other Encumbrances or judgments

- (a) This deed does not merge with or adversely affect, and is not adversely affected by, any of the following:
 - (i) any Encumbrance or other right or remedy to which the Principal Parties are entitled; or
 - (ii) a judgment which the Principal Parties obtain against the Independent Certifier in connection with this deed.
- (b) Notwithstanding clause 16.10(a), the Principal Parties may still exercise their rights under this deed as well as under the judgment, the Encumbrance or the right or remedy.

16.11 Inconsistent law

To the extent permitted by any law, this deed prevails to the extent it is inconsistent with any Law.

16.12 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Independent Certifier in connection with this deed with the result that the Principal Parties' rights, powers or remedies are adversely affected (including by way of delay or postponement) are excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

16.13 Variation and waiver

Unless this deed expressly states otherwise, a provision of this deed, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

16.14 Confidentiality

All information provided by one party to another party under this deed or a Project Document and which is identified as confidential at the time it is provided, or which by its nature is confidential, must not be disclosed to any person except:

- (a) with the consent of the party providing the information;
- (b) if allowed or required by law or required by any stock exchange;
- (c) in connection with any legal proceedings relating to this deed or any Project Document;
- (d) if the information is generally and publicly available; or
- (e) to employees, legal advisers, auditors and other consultants to whom it needs to be disclosed.

The recipient of the information must do all things necessary to ensure that its respective employees, legal advisers, auditors and other consultants keep the information confidential and not disclosed it to any person.

16.15 Further steps

The Independent Certifier agrees to do anything the Principal Parties ask (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):

- (a) to bind the Independent Certifier and any other person intended to be bound under this deed; or
- (b) to show whether the Independent Certifier is complying with this deed.

16.16 Each signatory bound

This deed binds each person who signs as a party described in this deed even if another person who was intended to sign does not sign it or is not bound by it.

16.17 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document.

16.18 Applicable Law

This deed is governed by the Law in force in New South Wales. The Independent Certifier and the Principal Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 - Obligations of Independent Certifier

[Parties to agree an appropriate description of the further obligations required of the Independent Certifier.]

1. Third Party Legal Liability

Coverage: The legal liabilities of the Independent Certifier, the Principal Parties and their employees and agents to third parties for bodily injury and property damage and resulting loss of use arising from the or in connection with the Independent Certifier's Obligations under this deed and all other obligations under the relevant Project Documents.

The policy must permit the making of claims both during and at any time after the expiration of the Insurance Term.

Insurance Term: From the date of this deed until the issue of the Final Certificate.

Limit: A minimum of \$[insert] for any one occurrence, (unlimited in any period of insurance) arising out of or in the course of or caused by the execution of the Crown Works.

[Parties to agree to proposed amount for public liability insurance.]

2. Professional Indemnity

Coverage: The professional activities and duties of the Independent Certifier and its employees and agents in respect of its Obligations.

The policy must permit the making of claims both during and at any time after the expiration of the Insurance Term.

Insurance Term: From the date of this deed until 6 years from the issue of the Final Certificate.

Limit: A minimum of \$[insert] for any one occurrence and in the aggregate subject to an automatic reinstatement.

[Parties to agree the amount for professional indemnity insurance.]

3. Workers' Compensation Insurance

Coverage: A suitable policy against any liability, loss, claim, demand, suit or proceeding, Costs and expenses arising at common law or under any statute (including the *Workers Compensation Act 1987* (NSW)) or other legislative provision relating to workers compensation, as a result of personal injury or death of any person employed or taken to be employed by the Independent Certifier.

Insurance Term: From the date of this deed until the issue of the Final Certificate.

4. Other Insurances

Such other insurances as may be reasonably required by the Principal Parties from time to time which are obtainable with a reasonable premium (having regard to the nature of the risk to be insured against) including, without limitation, motor vehicle insurance covering third party property damage for all vehicles for a minimum of \$[insert amount] for any one occurrence.

[Parties to agree to the amount for professional indemnity insurance.]

Insurance Term: From the date reasonably required by the Principal Parties until the issue of the Final Certificate.

Execution page

Executed as a deed.

The seal of **Barangaroo Delivery Authority** is affixed by authority of the Chief Executive Officer in the presence of:

Signature of authorised person

Full name of authorised person

Office held

Executed by Lend Lease (Millers Point) Pty Limited ABN 15 127 727 502 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Executed by Crown Sydney Property Pty Limited ACN 166 326 861 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Executed by [Independent Certifier] ABN [number] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of authorised person

Full name of authorised person

Office held

Signature of company secretary/director

Full name of company secretary/director

Signature of company secretary/director

Full name of company secretary/director

Signature of company secretary/director

Full name of company secretary/director

Annexure 27 - Pro forma Hotel Resort Lease

Crown Hotel Resort Lease

Barangaroo Delivery Authority

Landlord

Crown Sydney Property Pty Ltd

Tenant

Clayton Utz

Lawyers

Level 15 1 Bligh Street Sydney NSW 2000 Australia

PO Box H3 Australia Square Sydney NSW 1215

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