Annexure YY



This Annexure YY has been wholly redacted from page 1 to 6

Annexure ZZ



This Annexure ZZ has been wholly redacted from page 1 of 1

Annexure AAA





This Annexure AAA has been wholly redacted from page 1 to 318

Annexure BBB - Hickson Park Drawing

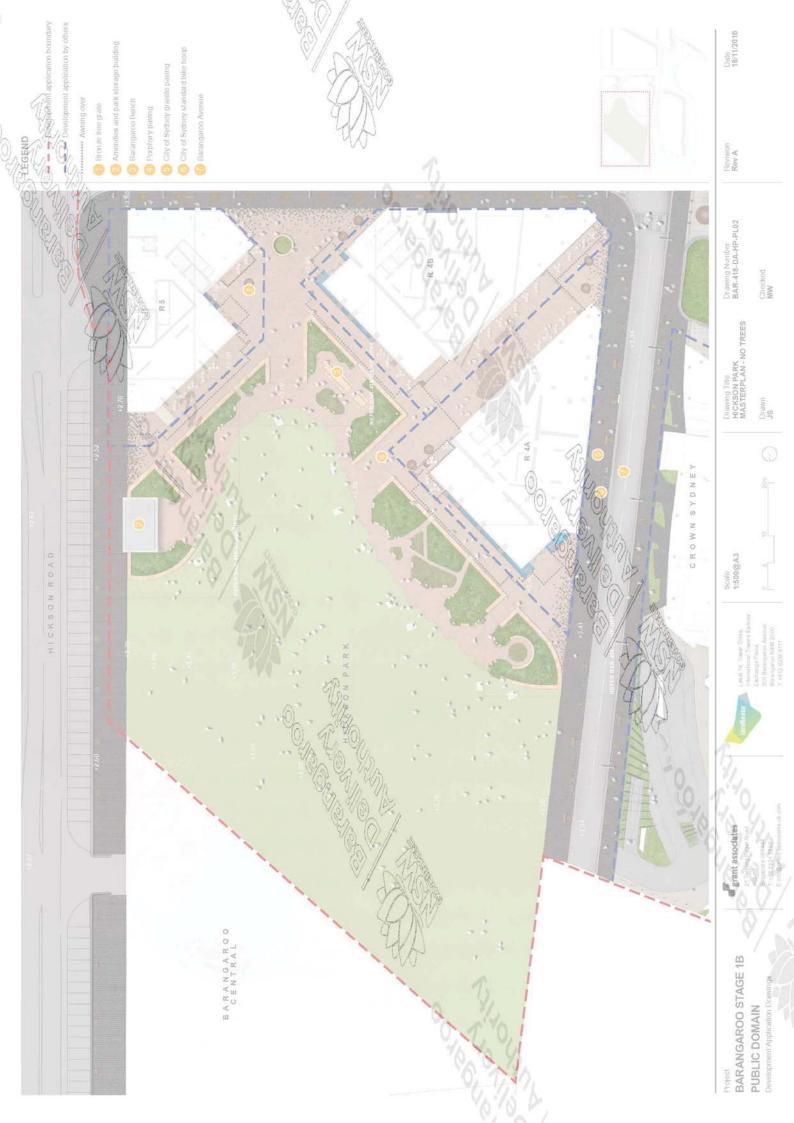












Annexure CCC







Annexure DDD – Independent Sustainability Ratings









Independent Sustainability Ratings		7)	19 18 E	9
	Performance Requirement			Sec.
	Green Star Design & As-Built (v1.1) - Design Review Certification		1/1/2	1
	Green Star Design & As-Built (v1.1) - Certification			
	Living Building Challenge (v3.1)		. =	
	Green Star Design & As-Built (v1.1) -Design Review Certification	-	1	1
	Green Star Design & As-Built (v1.1) - Certification	_		
	Living Building Challenge (v3.1)			
	NABERS Energy (Nov 2016)	=		
	WELL Building Standard (v1)	_		
	Green Star Design & As-Built (v1.1) - Design Review Certification		Ï	ı
	Green Star Design & As-Built (v1.1) - Certification			
	Living Building Challenge (v3.1)			
	Green Ster Design & As-Built (v1.1) - Design Review Certification	=	1	1 5
	Green Star Design & As-Built (v1.1) - Certification		. =	
The less	Living Building Challenge (v3.1)	_	- 50	_
	Green Star Design & As-Built (v1.1) - Design Review Certification	=	P.	1
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	Living Building Challenge (v3.1)		5 Je	
}	NABERS Energy (Nov 2016)		72.	
	WELL Building Standard (v1)			
	Green Star Design & As-Built (v1.1) - Design Review Certification		Î	1
_	Green Star Design & As-Built (v1.1) - Certification			
	Living Building Challenge (v3.1)			
	Carbon Neutrality		1	1
	WaterPositive		I	ī
	Zero Waste Guits ions		Ĩ	1
0	Social Outcomes		i	1
ato.	Green Star Communities (v1.1)			
13 CO 14	Living Community Challenge (v1.1)			

Note

^{**} NABERS Rating Deadline conditional on achieving

Annexure EEE

A Contract







Annexure FFF





Annexure GGG - Precinct Management Office

This Annexure GGG comprises:

- Part 1 Annexure GGG Precinct Management Office Performance Brief
- Part 2 Annexure GGG Precinct Management Office Sublease





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Central Barangaroo

Precinct Management Offices Performance Brief

Revision Status: 00

Issue Date: 16 December 2016





Contents

PRECINC	MANAGEMENT OFFICES PERFORMANCE BRIEF	2
1.	Introduction	.2
2.	Objectives	.2
3.	Operations Centre Office	. 3
4.		4
5.	Loading Dock & Storage Facilities	. 7
6.	Area Schedule	9
7.	Compliance	9
8.	Consultation	10
9.	Ownership	10







PRECINCT MANAGEMENT OFFICES PERFORMANCE BRIEF

1. Introduction

The purpose of the Precinct Management Offices Performance Brief is to set out the requirements of the Precinct Management Offices facility which will be used by the Barangaroo Delivery Authority as the key on site facility for the management of the activation, operations and maintenance of the public domain across the broader Barangaroo precinct.

This Performance Brief sets out the requirements to deliver the design and delivery (including fitout) of the Precinct Management Offices. These offices include:

- a) Operations Centre Office;
- b) Security Control Centre; and
- c) Loading Dock and Storage Facilities.

2. Objectives

The key operational requirements of the Precinct Management Offices are:

- 2.1. Seamless service provision and co-ordination across the broader Barangaroo precinct will provide for the best outcome for all users and stakeholders. This includes but is not limited to:
 - a) Services, access and facilities to support events and programming;
 - b) Security Control Centre CCTV, systems and procedures;
 - c) Emergency response;
 - d) Public amenities management;
 - e) Cleaning and waste management;
 - f) Communications; and
 - g) Visitor Services management.
- 2.2. Public domain management and servicing should be integrated with provision of other back of house user and management services.
- 2.3. Centralisation of precinct management services and facilities at Central Barangaroo with seamless connection and integration with any satellite facilities located within other parts of the Barangaroo precinct.
- 2.4. Provision of technical and services facilities that support:
 - a) Public activities management,
 - b) Efficient emergency response and security provision;
 - Servicing of assets, plant and equipment;
 - d) Effective precinct wide communication;
 - e) Visitor services interface;

Precinct Management Offices Performance Brief

Central Barangaroo, Sydney



- f) Co-ordination of trades/supplier access and induction; and
- g) Site operations compliance requirements.

The Precinct Management Offices are estimated to require approximately 700sqm of floor space to allow for appropriate front of house and back of house facilities (excluding the Loading Dock).

The Precinct Management Offices are to be located in Block 7 and are required to be delivered to coincide with Practical Completion of Block 7. The main entry and reception/waiting area is to be directly off Hickson Road with the Operations Centre Office located directly below on

The three levels of the Precinct Management Offices are to be connected by a dedicated internal lift.

This document establishes the key deliverables and design considerations that will be addressed during the design of the Precinct Management Offices.

3. Operations Centre Office

- 3.1. General requirements for the design, delivery and fitout of the Operations Centre Office (Office) are as follows:
 - a) Facilities and services should, to the best possible standard, be future proofed (e.g. by allowing for additional space or equipment connection);
 - b) In addition to providing facilities and services that meet day to day operational and asset and program requirements, the Office will be designed to provide for flexibility to scale up for major events or works activity;
 - c) Located on level area located on level in Block 7;
 - d) To be readily and easily accessible for clients, users, visitors, police and emergency services;
 - e) Open plan office accommodation for up to 20 people;
 - f) Break room, kitchen and toilets that comply with national standard at time of construction;
 - g) 20 people meeting room that can be divided into three (3) separate rooms. When configured into one large space, the space includes appropriate sound attenuation to allow three (3) small private meetings at one time;
 - h) Provision for file storage and administrative equipment including photocopiers;
 - i) Separate IT Room / server access. The Tinfrastructure required for the Office to be situated in the (see below);
 - j) Public facing reception / visitor services compromising accommodation for four (4) visitor services staff and reception and waiting area to be located directly off Hickson Rd and directly connected via lift to Operations Centre Office
 - k) Effective signage;
 - I) Loose furniture and fittings are not included in the requirement; and
 - m) Design and delivery of all services to support the facilities including but not limited to:

Precinct Management Offices Performance Brief

Central Barangaroo, Sydney



- i. A/C;
- ii. Power;
- iii. Communications, including mobile phone coverage and infrastructure to support the Authority's installation of radio coverage;
- iv. Water;
- v. Sewer;
- vi. Fire;
- vii. Dedicated internal passenger Vertical Transportation;
- viii. Access to communal Goods Lift; and

ix.









5. Loading Dock & Storage Facilities

The Loading Dock is provided as part of the broader Central Barangaroo Development and are shared by all users of the Development. The following requirements for the design delivery and fitout of the Loading Dock and Storage Facilities are:

The Loading Dock and Storage Facilities are to be located adjacent to the



- b) A function of the Central Barangaroo managed loading facilities and will be accessible 24 hours a day 7 days a week;
- c) Facilities and services will be designed, to the best possible standard, be future proofed (e.g. by allowing for additional space or equipment connection);
- d) The facilities described will be located to accommodate seamless back of house service support e.g. continuous access to main access road, egress and ingress without negative traffic impacts, responsive to noise limiting requirements and not conflict with the resident or visitor experience; and
- e) In addition to providing facilities and services that meet day to day operational and asset and program requirements, the Loading Dock and Storage Facilities will be designed to provide flexibility for major events or works activity.
- 5.1. The Central Barangaroo toading Dock will provide the following:
 - a) Height/space and safe turning for four (4) parked large rigid pallet Pantechnicon trucks (rigid and soft site) while up to two (2) others offloading at the same time;
 - b) Provision to drive in and drive out with 2 way traffic off the main circulation route;
 - c) Provision for multiple deliveries at same time;
 - d) Provision for circulation space to offload with a forklift (side load as well as back unload), pallet jacks etc;
 - e) Provision of a locker room inclusive of dressing room, showers and toilets. All facilities are to be accessible and compliant with national standard at time of construction for 30 people (20 events staff and 10 trade/contractors);
 - f) Safe and clearly sign posted access from main road way;
 - g) Incorporating safe operation design;
 - h) Separate waste compounds accessible by relevant waste vehicles to service public domain,
 - i) Parking for 10-12 logistical service vehicles including the ability to book 6 prioritised reserved parking for emergency services;
 - Storage for light loading and access equipment (forklift, EWP);
 - k) Charging points for four (4) site buggies; and
 - 1) Design and delivery of all services to support the facilities including but not limited to:
 - i. A/C;
 - ii. Power;
 - iii. Communications;
 - iv. Water;
 - v. Sewer;
 - vi. Fire; and
 - VII.
- 5.2. The Storage Facilities will include the following:
 - a) Located adjacent to the Loading Dock;

Precinct Management Offices Performance Brief

Central Barangaroo, Sydney



- b) High clearance;
- c) Permanent and temporary event storage 60sqm;
- d) Facilities management support area 60sqm (divided and lockable into specific trades as necessary e.g consumables, hazardous materials);
- e) Accessible via forklift and/or pallet jack directly from loading dock area; and
- f) Design and delivery of all services to support the facilities including but not limited to:
 - i. A/C;
 - ii. Power;
 - iii. Communications;
 - iv. Water;
 - v. Sewer;
 - vi. Fire; and
 - vii.

6. Area Schedule



7. Compliance

All facilities designed and constructed will meet the requirement of relevant standards or codes of practice at the time of construction.

Precinct Management Offices Performance Brief

Central Barangaroo, Sydney



8. Consultation

The Developer will obtain approval from the Authority for the final design of these spaces. The Developer will conduct consultation during the design development period with the Authority's Operations and Events Teams. A Design Working Group will be convened with representatives from the Authority's operations and events teams, during the design development of Block 7 to ensure that the design of the Precinct Management Offices develops in accordance with this Performance Brief. Approval of the final design will be undertaken by the Authority as part of the Design Review Process outlined in the Central Barangaroo Development Agreement.

In addition a management protocol for any functional sharing of spaces will be developed with the Authority's Operations and Events Teams.

9. Ownership

The Precinct Management Office will form part of the Office Component and the Developer will procure the nominated Block 6 Office Investor to grant a sub-lease to the Authority or other government agency on a 20-year lease term with 4 options to renew for 5 years each.

Facilities will be delivered to coincide with Block Practical Completion of Block 7.



07SL Form: Release: 4.5

SUBLEASE

New South Wales Real Property Act 1900 Leave this space pages to the top

to CENTDA (First Deed of Amendment) -Agreed Form

Annexure GGG

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect t by this form for the establishment and maintenance of the Real Property Act Register. Section 968 the Register is made available to any person for search upon payment of a fee, if any.

	STAMP DUTY	Revenue NSW use only	
		2000	
		21,19,00	
(A)	HEAD LEASE	[to be inserted]	
		[co so inscisca]	
(B)	TORRENS TITLE	Property leased	
		Part certificate of title folio identifer [to be inserted] bein	g the
		premises shown hatched in Annexure B	
(C)	LONGED BY		1
(C)	LODGED BY	Document Maine, Address or DX, Telephone, and Customer Account Number if any	CODE
	12	Box (2)	
	1000		C4
5	11/1/	Reference:	9 L
(D)	SUBLESSOR	[to be inserted]	20
1			247
			100,00
		The sublessor leases to the sublessee the property referred to above.	
(E)		Encumbrances (if applicable):	
(F)	SUBLESSEE	BARANGAROO DELIVERY AUTHORITY ABN 94 567 807 277	
		BARANGAROG DEBIVERI AUTHORITI ABIN 94 367 867 277	
(G)		TENANCY:	
(H)	1. TERM 20 y	rears	
	2. COMMENCIN	G DATE	
	3. TERMINATIN	G DATE	
	4. With an OPT	ION TO RENEW for a period of x & Dear options	
	set out in cla	use 13 Jos Ampexure A D	
	5. Together wit	h and reserving the RIGHTS set out in clause No. N.A. of N.A.	
		the provisions or additional material set out in ANNEXURE(S) A hereto.	
	7. Incorporates	the provisions set out in N. A. S.	
	No, N.A.		
	8. The RENT is	set out in item No. 9 of Annexure A	

Certified correct for the purposes of the Real Property and executed on behalf of the company named below authorised person(s) whose signature(s) appear(s) bel pursuant to the authority specified. Company: SEE PAGE 19 OF ANNEXURE A	by the ow
Authority:	TON DARGOTTON
Signature of authorised person:	Signature of authorised person:
Name of authorised person:	Name of authorised person:
Certified correct for the purposes of the Real Property and executed on behalf of the company named below authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.	by the
Company: SEE PAGE TO OF ANNEXURE A	FOR EXECUTION
Signature of authorised person:	Signature of authorised person:
Name of authorised person:	Name of authorised person:
solemnly and sincerely declare that— 1. The time for the exercise of option to renew in expi	red sublease No. has ended; and
2. The sublessee under that sublease has not exercise	
	g the same to be true and by virtue of the provisions of the Oaths Act 1900. in the State of New South Wales on
in the presence of	of O Colinitar
☐ Justice of the Peace (J.P. Number:) Reactising Solicitor
U Other qualified witness [specify]	
	naking of this statutory declaration by the person who made it:
satisfied that the person had a special justification for	1 1 mg 2 1 1 Chl ph. Vinn
2. I have known the person for at least 12 months OR the document I relied on was a	Thave confurmed the person's identity using an identification document and [Omit ID No.]
Signature of witness:	Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

1708

Page 2 of 20

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure "A" to the sublease between

[insert] (as Tenant) and

Barangaroo Delivery Authority (as Subtenant)

dated

Contents

1.	Definitions and interpretation	7
2.	Acknowledgements	8
3.	Head Lease applies	9
4.	Subtenant's obligations	9
5.	Landlord's consent	9
6.	Termination of Head Lease	10
7.	Tenant's obligations	10
8.	Quiet enjoyment	10
9.	Subtenant accepts Sublease Premises	10
10.	Repairs or other work	10
11	Change in Tenant	10
12.	Indemnity	10
13.	Option for a new sublease	11
Sched	dule 1 - Amendments to Head Lease	12
Annex	xure "B" Description & Plan of Sublease Premises and Licensed Areas	20





Reference schedule

Item 1 Premises / Sublease Premises

Premises: The Land and the Building

Sublease Premises: The premises described in Annexure B.

Item 2 Land

The Land contained in folio identifier [insert] being a stratum at Barangaroo.

Item 3 Building

The structures, improvements and all plant and equipment from time to time

erected or placed on the Land.

Item 4 Commencing Date

Completion note: insert the lease commencement date of the lease of the premises comprising Block 7, Stage 5 of the CENDA (or as otherwise determined

pursuant to clause 18.5 of the CENDA)

Item 5 Terminating Date

[Completion note: insert the date being 20 years after the Commencing Date]

Item 6 Term

20 (twenty) years

Item 7 Option Term

5 (five) years

Item 8 Number of Options

4 (four)

Item 9 Rent





Item 10 Payment Day

First Business Day of each month during the Term.

Item 11 Market Review Dates

Nil

Item 12 CPI Increase Dates

Each anniversary of the Commencing Date.

Item 13 CPI – commodity group

Sydney - All Groups

Item 14 Dates and percentages of fixed increases in Rent

Nil

Item 15 Subtenant's Percentage

The percentage that is determined by dividing the Gross Floor Area of the Sublease

Premises by the Gross Floor Area of the Building.

Item 16 Service Hours

24 hours per day, every day

Item 17 Interest rate for late payment

The total of 2% and Westpac Banking Corporation's unsecured business overdraft rate published on the first Monday of the month in which the amount becomes due or, if that rate is not published, the rate the Tenant's bankers would charge

the Tenant for business loans on that day.

Item 18 Permitted Use

Office, storage, precinct operations, and/or events management.

Item 19 Redecoration dates and requirements

Every ten years from the Commencing Date:

- (a) clean and prepare all surfaces to be redecorated;
- (b) paint (with at least two coats) or stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- (c) replace worn or damaged floor coverings, curtains, blinds and furnishings with new items of a similar style and standard to those being replaced when new.

Item 20 Public risk insurance

\$20 million

Item 21 Address for service of notices

Tenant

Name: [Completion note: insert details of tenant]



Address: [Completion note: insert address of tenant]

For the attention of: Company Secretary

Subtenant

Name: Barangaroo Delivery Authority

Address: Level 27, 201 Kent Street, Sydney NSW 2000

For the attention of: Chief Executive Officer





The Tenant and the Subtenant agree as follows:

1. Definitions and interpretation

1.1 Definitions

In this sublease:

Commencing Date means the date shown as the "Commencing Date" on the sublease form and in Item 4.

GST includes amounts defined as "GST" under the GST law and:

- (a) amounts payable on account of a notional liability under Division 177 of the GST Act; and
- (b) "GST equivalents" payments under the Intergovernmental Agreement
 Implementation (GST) Act 2000 (NSW) (or similar payments under corresponding legislation of any other State or Territory).

GST Act means the A New Tax System (Goods and Services Tax) Act 1999.

GST law has the same meaning as in the GST Act.

Head Lease means the lease described as the "Head Lease" in (A) on the sublease form.

Landlord means the landlord under the Head Lease.

Option Term is defined in Item 7.

Premises means the premises the Landlord leases to the Tenant under the Head Lease and part of which the Tenant has agreed to lease to the Subtenant under the sublease, described in (B) on the sublease form and in Item 1.

Sublease Premises means the premises being let under this sublease described in (B) on the sublease form and in Item 1 and described and shown hatched on the plan in Annexure B.

Subtenant means the party shown as the "Sublessee" on the sublease form.

Subtenant's Percentage is defined in Item 15.

Tenant means the party shown as the "Sublessor" on the sublease form.

Term means the period beginning on the Commencing Date and ending on the Terminating Date.

1.2 Interpretation

In this sublease:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) unless the context indicates a contrary intention:
 - an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;



- (ii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (iv) a reference to a document (including this sublease) is to that document as varied, novated, ratified or replaced from time to time;
- a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or or annexure to or of this sublease, and a reference to this sublease includes all schedules, exhibits, attachments and annexures to it;
- a reference to a numbered item is to an item in the reference schedule to this sublease;
- (ix) a reference to "sublease form" is to the Land and Property Information
 New South Wales sublease form that is part of this sublease;
- (x) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (xi) "includes" in any form is not a word of limitation;
- (xii) a reference to "\$" or "dollar" is to Australian currency; and
- (xiii) capitalised terms not defined in this sublease have the meaning they have in the Head Lease.

2. Acknowledgements

The Subtenant acknowledges that:

- (a) the Tenant is bound as tenant under the Head Lease; and
- (b) the Subtenant has read and understands the Head Lease.



3. Head Lease applies

3.1 Incorporation of provisions

The provisions of the Head Lease, amended as set out in Schedule 1, are incorporated into this sublease and bind the parties to this sublease.

3.2 Inconsistency

If there is any inconsistency between the Head Lease and this sublease, to the extent of that inconsistency, this sublease prevails.

4. Subtenant's obligations

- (a) The Subtenant must not do anything that:
 - (i) could affect or bring to an end the Tenant's estate or interest in the premises let to the Tenant under the Head Lease; or
 - (ii) cause a breach of the Head Lease.
- (b) The Subtenant must allow:
 - the Landlord;
 - i) the Tenant; and
 - any person with an estate or interest concurrent with or superior to that of the Landlord or the Tenant to enter the Sublease Premises and to exercise their rights and comply with their obligations in connection with their estate or interest in the Sublease Premises.

5. Landlord's consent

- (a) If the Subtenant must obtain the Tenant's consent or approval to do a thing under this sublease, the Subtenant must also obtain the Landlord's consent or approval to do that thing.
- (b) The Tenant's consent or approval is taken to be reasonably withheld if the Landlord's consent or approval cannot be obtained.
- (c) The Subtenant acknowledges that the Landlord may refuse to give consent or approval without giving any reason, except where consent or approval is not to be unreasonably withheld in respect of the same matter by the Landlord to the Tenant under the Head Lease.
- (d) The Subtenant acknowledges that the Tenant's requirements in connection with giving consent or approval may include the Landlord's requirements.
- (e) The Subtenant must pay the Tenant on demand all costs and expenses (including those of obtaining any mortgagee's consent) the Tenant must pay to the Landlord in connection with obtaining consents or approvals including those for obtaining the Landlord's consent to this sublease.



(f) The Subtenant must comply promptly with any conditions the Landlord imposes in connection with giving consent or approval.

6. Termination of Head Lease

Despite anything in this sublease, this sublease terminates if the Head Lease is terminated. The Subtenant may not make a claim, or take any action, against the Tenant or the Landlord in connection with the termination of the Head Lease or this sublease unless termination arose due to the breach or default of the Tenant.

7. Tenant's obligations

The Tenant must comply with all its obligations under the Head Lease that the Subtenant is not obliged to comply with under this sublease.

8. Quiet enjoyment

Subject to the Head Lease, the Tenant's rights under this sublease, and to the Subtenant complying with its obligations under this sublease, the Subtenant may occupy the Sublease Premises during the Term without interference from the Tenant.

9. Subtenant accepts Sublease Premises

The Subtenant acknowledges that it has inspected the Sublease Premises and accepts them in their state of repair as at the Commencing Date.

10. Repairs or other work

If the Landlord gives the Subtenant a notice requiring repairs or work to be done in connection with the Sublease Premises, the Subtenant must give the Tenant a copy of that notice immediately.

11. Change in Tenant

If a person other than the Tenant becomes entitled to the rent payable under this sublease, the Subtenant:

- (a) acknowledges that that person has the benefits of the Subtenant's obligations under this sublease;
- (b) releases the Tenant from all obligations under this sublease from the date that person becomes entitled to the rent; and
- (c) must, at the Tenant's cost, enter into all deeds and do all other things the Tenant reasonably requires confirming that that person has the benefit of the Subtenant's obligations under this sublease.

12. Indemnity

12.1 Subtenant liable

The Subtenant is liable for and indemnifies the Tenant against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis



and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the Tenant) arising from or incurred in connection with the termination of the Head Lease because of the Subtenant's breach of the Subtenant's obligations under this sublease.

12.2 Enforcement

- (a) Each indemnity in this clause 12 is a continuing obligation, separate and independent from the other obligations of the Subtenant, and survives termination, completion or expiration of this sublease.
- (b) It is not necessary for the Tenant to incur expense or to make any payment before enforcing a right of indemnity conferred by this clause 12.
- (c) The Subtenant must pay on demand any amount it must pay under an indemnity in this clause 12.

13. Option for a new sublease

13.1 Landlord to grant

The Tenant must grant a new sublease of the Premises to the Subtenant for the term in item 6 if the Subtenant gives the Tenant a notice that it wants the new sublease in the period beginning on a day that is 6 months before the Terminating Date and ending on a day that is 3 months before the Terminating Date.

13.2 Terms of new lease

The new sublease is to be on the same terms as this sublease is on at the Terminating Date except that:

- (a) particulars of the Term including in Item 6, the Commencing Date including in Item 4 and the Terminating Date including in Item 5 in this sublease are to be replaced;
- (b) the rent including in Item 9 will be replaced with the then current rent at the Terminating Date of this sublease;
- (c) the number of options in Item 8 will be reduced by 1;
- (d) if the number in Item 8 is nil, this clause 13 and Item 7 and Item 8 are not to be in the new sublease and any reference to an option to renew on the lease form is deleted.

Schedule 1 - Amendments to Head Lease

For the purpose of incorporating the Head Lease provisions into this sublease, the Head Lease is taken to be amended as follows.

1. Replacements

Throughout the Head Lease:

- (a) "Landlord" is replaced by "Tenant";
- (b) "Tenant" is replaced by "Subtenant";
- (c) "this lease" is replaced by "this sublease"; and
- (d) "Premises" is replaced by "Sublease Premises".

2. Reference schedule

The reference schedule in the Head Lease is replaced with the reference schedule in this sublease.

3. Deleted clauses

The following clauses in the Head Lease are deleted:

- (a) in clause 1.1, the following definitions are deleted:
 - (i) Claims Settlement Amount;
 - (ii) Clearance Certificate;
 - (iii) Cultural Institution;
 - (iv) Public Domain;
 - (v) Public Domain Licence;
 - (vi) Public Domain Practical Completion;
 - (vii) Trigger Event;
 - (viii) Trigger Notice; and
 - (ix) Wholesale Fund
- (b) clause 2.2 (Nature of tenancy)
- (c) clause 3.2 (Estate Levy),
- (e) clause 5.4 (Improvements);
- (f) clause 5.12 (Naming Rights);
- (g) clause 7.3 (Non-Routine Maintenance);
- (h) clause 7.4 (Replacement, rebuilding and refurbishment);



- (i) the last sentence of clause' 7.8 (Landlord's consent);
- (j) clause 10.7 (Financier's side deed);
- (k) clause 10.8 (Terms of financier's side deed);
- (I) clause 11.2 (Environmental Liabilities);
- (m) clause 14.1 (Right to deal with the Land);
- (n) clause 14.12 (Landlord's position as an Authority);
- (o) clause 15.2 (Trigger Events);
- (p) clause 15.3 (Trigger Notice);
- (q) clause 15.4 (Trigger Event not remedied);
- (r) clause 17.2 (Rebuilding alternatives); and
- (s) clause 17.3 (Tenant not proceeding);
- (t) clause 23.20 (CGT Event F2 Election); and
- (u) clause 23.21 (Foreign Resident Capital Gain Withholding).

4. Amended clauses

The following clauses in the Head Lease are amended as follows:

Clause 1.1 - definition of "Authorised Officer" is amended to read as follows:

"Authorised Officer means:

- (a) in the case of the Landlord, a director or a secretary or a person person performing the functions of either of them or a person appointed by the Landlord to act as an authorised officer for the purposes of this lease; and
- (b) in the case of the Tenant, the Chief Executive Officer of the Tenant or any other person appointed by the Tenant to act as an authorised officer for the purpose of this lease.".
- (b) Clause 1.1 new definition of "Common Areas" is inserted as follows:

"Common Areas means all parts of the Building now or in the future used in common by lessees of the Building and their invitees and members of the public, as they may from time to time exist, and where the context permits includes any part of them.".

(c) Clause 1.1 definition of "Event of Default" is amended to read as follows:

Event of Default means either of the following events to occur:

(a) Rent remains unpaid after it is due, and the Tenant has been given at least 21 days written notice to remedy the default;

- (b) the Tenant breaches an Essential Term of this Lease listed in clause 15.1(a)(ii) of which the Tenant has been given at least 21 days written notice to remedy the default; or
- (c) the Tenant breaches any term of this Lease (other than an Essential Term) which, in the Landlord's opinion:
 - (i) can be remedied, but the Tenant does not remedy
 it to the Landlord's reasonable satisfaction within
 28 days after the Landlord gives the Tenant notice
 to remedy it; or
 - (ii) cannot be remedied but the Landlord can be compensated and the Tenant does not pay the Landlord compensation satisfactory to the Landlord for the breach within 28 days after the Landlord gives the Tenant notice to pay.".
- (d) Clause 12 definition of "Interest Rate" is amended to read as follows:

"Interest Rate means the amount specified in Item 17 of this Lease.".

(e) Clause 1.1 insert a new definition of "Licensed Areas" as follows:

"Licensed Areas means the areas identified as Licensed Areas in Annexure B of the sublease granted by the Landlord to the Tenant.".

Clause 1.1 - definition of "Outgoings" is amended by inserting the following words at the end of the definition

(g) Clause 1.1 - insert a new definition of "Payment Day" as follows:

"Payment Day means the Commencing Date and for each month during the Term and any holding over period, the first day of each calendar month.".

(h) Clause 1.1 - definition of "Permitted Use" is amended to read as follows:

"Permitted Use means the use specified in Item 18 of this Lease.".

- (i) Clause 1.1 definition of "Totally Destroyed" is amended by deleting references to "Building" and replacing with the word "Premises" throughout.
- (j) Clause 1.1 insert a new definition of "Subtenant's Percentage" as follows:

"Subtenant's Percentage has the meaning given in Item 15 of this Lease

- (k) Clause 1.1 definition of "Trust Deed" and "Trust Fund" are amended by replacing references to "Tenget" with "Landlord".
- (I) Clause 3.1 ('Rent') is amended to read as follows:

"The Tenant must pay the Rent on the Payment Day.".

(m) Clause 3.4(a) ('Outgoings') is amended to read as follows:



"The Tenant must pay the Subtenant's Percentage of the Outgoings within 30 Business Days of the date the Landlord issues a valid tax invoice to the Tenant (being the subtenant)."

- (n) Clause 3.6 ('Payment despite termination') insert the words "Subtenant's Percentage of' immediately before the word "Outgoings" in the first line.
- (o) A new clause 3.7 ('CPI increases in Rent') is inserted as follows:

"3.7 CPI increases in Rent

(a) If the Current CPI for a CPI Adjustment Date is more than the Previous CPI, then the Rent on and from that CPI Adjustment Date is the Rent immediately before that CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

(b) (c)

On the first Payment Day after the Current CPI for the relevant CPI Adjustment Date is available, the Tenant must pay the difference between what it has paid on account of Rent and the Rent for the period beginning on that CPI Adjustment Date and ending on the day before that Payment Day.

opinion of the Landlord or the Tenant, the CPI no longer accurately reflects the rate of price change in the area and group in item 13, either party may ask the President of the NSW Division of the Australian Property Institute to nominate an index published quarterly that reflects that rate and "CPI" then means that index. The parties must each pay one half of the President's costs for nominating an index.".

- (p) Clause 5.10 ('Title') is amended by replacing the words" if the Tenant were the registered proprietor of the Land" with "occupier of the Premises".
- (q) Clause 5.12 ('Signage and façade') is amended to read:

"The Tenant may erect signs on the exterior of the Premises if those signs conform with the Signage Policy and are consistent with the requirements of all relevant Authorities.".

- (r) Clause 6.3 ('Securing of the Premises') is amended to read as follows:
 - "(a) The Tenant is responsible for:
 - i) arranging and maintaining the security for the Premises; and
 - (ii) protecting against any unauthorised entry to the Premises.
 - (b) The Landlord acknowledges and agrees that it is responsible for arranging and maintaining the security of the Building.".

- (s) Clause 7.1 ('Obligation to repair') is amended to read as follows:
 - "(a) The Tenant must keep the Premises in good repair and condition (having regard to the age of the Building) other than structural or capital items and fair wear and tear excepted.
 - (b) The Landlord must keep the Premises and the Building structurally sound and wind and water-proof and must when required perform structural and capital maintenance, replacement and repair in respect of the Premises, except to the extent that the structural or capital maintenance, replacement or repair arises as a result of:
 - (i) the Tenant's breach of this lease; or
 - (ii) the wrongful, reckless or negligent act of the Tenant or the Tenant's Employees and Agents.".
- (t) Clause 7.5(d) ('Tenant's Works') is amended by deleting "clause 7.4(c) or".
- (u) A new clause 9.16 ('Government Entity exception') is inserted as follows:

9.16 Government Entity exception

Despite any other provision of this lease, whilst the Tenant is a Government Entity:

- (a) the Landlord acknowledges that the Tenant is self-insured through the New South Wales Governments Risk Management Self-Insurance Scheme known as the Treasury Managed Fund;
- (b) in relation to public liability risks the scheme limits public liability to \$20 million;
- (c) the Tenant may self-insure in respect of the insurances set out in clause 9.1; and
- (d) clauses 9.1 to 9.13 (inclusive) do not apply.".
- (v) Clause 10.10 ('Sublease conditions') is amended to read as follows:

"Despite clause 10.1, the Tenant may:

(a) assign its rights under this sublease to a Government Entity of its discretion if prior to the assignment taking effect the Landlord, Tenant and that Government Entity execute a deed referred to in clause 10.2(c); or

sublet, licence, part with possession of, or share possession of part or all of the Premises to a Government Entity in its discretion, without obtaining the Landlord's consent. The Tenant will give notice to the Landlord of any such dealing within a reasonable time after that dealing is effected ".

- (w) Clause 12.2 ('Trustee warranties') is amended by replacing "Tenant" with "Landlord".
- (x) Clause 12.3 ('Trustee obligations') transpose "Tenant" and "Landlord".
- (y) Clause 13 ('Quiet Enjoyment') is deleted and replaced with the following:
 - "13 Landlord's obligations
 - 13.1 Quiet enjoyment

Subject to the Landlord's rights in connection with this lease, the Tenant may peaceably possess and occupy the Premises during the Term without interference by the Landlord.

13.2 Landlord's obligations

The Landlord must:

- (a) undertake any necessary structural maintenance and repair to the Building;
 - take out and maintain appropriate insurances under the Head Lease;
- (c) ensure all rates and taxes are paid in respect to the Land; and
- (d) cause the Common Areas and Services to be in good repair and regularly cleaned.".

Clause 14.3 ('Compliance with laws and requirements') is amended by inserting in the first sentence after "Authorities", the words ",provided the Landlord takes reasonable steps to minimise disturbance to the Tenant's use and enjoyment of the Premises".

(aa) Clause 17.1 ('Total Destruction') is amended to read:

"If the Premises are Totally Destroyed:

- (a) the Landlord must promptly reinstate the Premises in accordance with the terms of the Head Lease;
- (b) if the Landlord does not reinstate the Premises within 3 months the Tenant may terminate this lease. .".
- (bb) Clause 17.4 ('Partial Destruction'):
 - (i) delete "Tenant" where it first occurs insert instead "Landlord"; and
 - (ii) delete "Building" and insert instead "Premises".
- (cc) A new clause 17.5 (Abatement') is inserted:

"17.6 Abatement

(a) The Tenant need not pay Rent, Outgoings and other money payable under this lease for the period during which the Premises are unfit for the Tenant to occupy and use or are



inaccessible except to the extent this is due to the negligence or default of the Tenant.

- (b) The Tenant may reduce Rent, Outgoings and other money payable under this lease during which the Premises are unfit for the Tenant to occupy and use or are inaccessible by a proportion equal to the Tenant's loss of amenity to the Premises.".
- (dd) Clause 21.2 ('Delivery') transpose "Landlord" and "Tenant".
- (ee) Clause 25 ('Limitation of liability') is amended by replacing "Tenant" with "Landlord".
- (ff) Clause 26 ('Public Domain Licence') is replaced with the following:

"26 Licence

(b)

The Landlord grants to the Tenant during the Term an irrevocable licence to access and use the Licensed Areas for the purposes of [insert permitted use], on the terms of this lease insofar as those terms are applicable and appropriate to a licence, including for the avoidance of doubt the obligations of the Tenant under clauses 5, 6, 7 and 11 of this lease.

The Landlord acknowledges and agrees that the Tenant may assign or grant a sub-licence of the licence granted in accordance with clause 10.9 to any assignee, sub-lessee or licensee of this lease, without the Landlord's consent.".

[Completion Note: Additional provisions may need to be inserted when the licensed area is determined].





Executed as a deed.

The seal of Barangaroo Delivery Authority is affixed in the presence of:

Signature of witness Signature of Chief Executive Officer

Name Name

Executed pursuant to section 127 of the Corporations Act by [insert]:

Signature of Director/Company Secretary

Name of Director/Company Secretary

Signature of Director

Name of Director



Annexure "B"

Description & Plan of Sublease Premises and Licensed Areas

[Completion Note: Description and Plan of the Precinct Management Office to be inserted as set out in the Staging Plan and the Precinct Management Office Brief]





Annexure HHH



This Annexure HHH has been wholly redacted from page 1 to 29





Annexure III









This Annexure III has been wholly redacted from page 1 to 25



Annexure JJJ





This Annexure JJJ has been wholly redacted from page 1 to 10

Annexure KKK - Notice of Acceptance of Early Activation Call Offer







Annexure KKK - Notice of Acceptance of Early Activation Call Offer

TO: Barangaroo Delivery Authority

[insert date]

Acceptance of Early Activation Call Offer

Early Activation area:[insert details of Early Activation area within either Block 6 or Block 7] (Early Activation Area)

Licensor: Barangaroo Delivery Authority (Authority)

Licensee: Grocon (CB) Developments Pty Limited (Developer)

The Developer accepts the Authority's offer to license the Early Activation Area to the Developer made under clause 37.13 of the Central Barangaroo Development Agreement dated [*insert date*] made between the Authority, the Developer and and Grocon Constructors Pty Limited ACN 006 703 091 (as the Guarantor).

Executed by Grocon (CB) Developments Pty Limited ACN 614 118 642 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director



Annexure LLL - Notice of Acceptance of Early Activation Put Offer







Annexure LLL - Notice of Acceptance of Early Activation Put Offer

TO: Grocon (CB) Developments Pty Limited ACN 614 118 642

[insert date]

Acceptance of Early Activation Put Offer

Early Activation Are: [insert details of Early Activation Area on Block 6 or Block 7] (Early Activation Area)

Licensor: Barangaroo Delivery Authority (Authority)

Licensee: Grocon (CB) Developments Pty Limited (Developer)

The Authority accepts the Developer's offer made under clause 36.5 of the Central Barangaroo Development Agreement dated [insert date] made between the Authority, the Developer and and Grocon Constructors Pty Limited ACN 006 703 091 (as the Guarantor) to require the Developer to take an early Activation Licence in respect of the Early Activation Area.

The seal of Barangaroo Delivery Authority is affixed in the presence of:

Signature of witness Signature of Chief Executive Officer

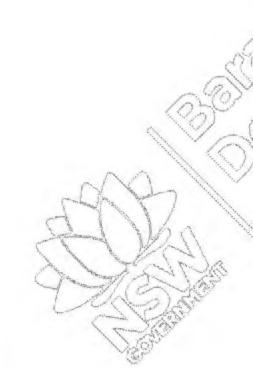
Full name of Witness Full name of Chief Executive Officer



Annexure MMM







Annexure MMM

CLAYTON UTZ

Barangaroo Delivery Authority

Licensor

Grocon (CB) Developments Pty Limited

Licensee

Grocon Constructors Pty Ltd

Guarantor

Date

Parties

Barangaroo Delivery Authority ABN 94 567 807 277 of 27/201 Kent Street, Sydney NSW 2000 (Licensor)

Grocon (CB) Developments Pty Limited ACN 614 118 642 of 3 Albert Coates Lane Melbourne VIC 3000 (Licensee)

Grocon Constructors Pty Ltd ACN 006 703 091 of 3 Albert Coates Lane Melbourne VIC 3000 (Guarantor)

Background

- A. The Licensor is the registered proprietor of the land comprising Central Barangaroo and in which the street is situated.
- B. The Licensee has asked the Licensor to grant the Licensee a licence, so the Licensee may sublicense parts of the for the purpose of carrying out the
- C. The Licensor has agreed to grant the licence subject to this deed.
- D. The Guarantor has agreed to guarantee the obligations of the Licensee under this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Approved Compliance Report means a compliance report which has been approved by the Licensor pursuant to clause 10.3(a)(i)A or the determination of the relevant terms for an Approved Compliance Report made in accordance with the dispute resolution process under clause 48 of the CENDA and arising pursuant to clause 10.3(a)(ii).

Authority means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body, but does not include the Licensor (in its capacity as licensor).

Building means the building specified in Item 3.

Building Licensed Area means that part of the which is not Public Domain Licensed Area and which forms part of the Building and includes the structures, improvements and all plant and equipment from time to time erected or placed on the

CENDA means the 'Central Barangaroo Development Agreement' entered into between the Licensor (as the Authority), the Licensee (as the Developer), the Guarantor (as the General Guarantor) and (as the dated [Completion Note: The date is to be inserted.] (as amended).

Commencing Date means the date in Item 1.

Corporations Act means the Corporations Act 2001 (Cth).

Draft Compliance Report has the meaning given in clause 10.2(a).



Expiry Date means the date in Item 2.

GST includes amounts defined as "GST" under the GST law and:

a) amounts payable on account of a notional liability under Division 177 of the GST

"GST equivalents" payments under the Intergovernmental Agreemental Implementation (GST) Act 2000 (NSW) (or similar payments under corresponding legislation of any other State or Territory).

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST law has the same meaning as in the GST Act.

Guaranteed Obligations mean all of the obligations of the Licensee under this deed (and any agreements, documents or other obligations arising from this deed).

Guarantor means the guarantor specified in Item 9 (if any).

Insolvency Event means the happening of any of these events:

- (a) a body corporate is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- a body corporate has a controller appointed, is under administration or wound up or has had a receiver appointed to any part of its property;
- (c) a body corporate is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Licensor);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 40 Business Days), resolution

passed, proposal put forward, or any other action taken, in each case in connection with that body corporate, which:

- (i) is preparatory to or could result in any of (a), (b) or (c) above; or
- (ii) which results in the appointment of a liquidator or provisional liquidator in respect of a body corporate;
- (e) as a result of the operation of section 459(F)(1) of the Corporations Act a body corporate is taken to have failed to comply with a statutory demand;
- (f) a body corporate is, or it makes a statement from which the Licensor reasonably deduces that the body corporate is, the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Licensor reasonably deduces it is so subject);
- (g) a body corporate is otherwise unable to pay its debts when they fall due;
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
- (i) something having a substantially similar effect to (a) to (h) happens in connection with that person under the law of any jurisdiction.

Institute means the Australian Property Institute Incorporated (New South Wales Division).

Licence Fee means \$1 per annum.

Licence Period means the period:

- (a) from and including the Commencing Date; and
- (b) to and including the Expiry Date.

Licensee's Employees means the Licensee's employees, officers, consultants, agents, contractors and invitees or any of them, and in relation to clause 8.3 includes the Retail Investor and the Retail Investor's employees, officers, consultants, agents, contractors and invitees, sublicensees and others coming onto the businesses being conducted on the

Make Good Works means one or more of the following:

- (a) repairing and rectifying any damage or disturbance caused to any part of Central Barangaroo as a result of Developer carrying out the Works;
- (b) works to make safe and remove property from the Licensed Area as reasonably required by the Licenson and
- (c) any other works reasonably required by the Licensor, as specified in a notice given under clause 12(a).

Permitted Use means the use specified in Item 5.

Public Domain means all areas designated by the Licensor as 'public domain' and which include (without limitation) parks, streets, pedestrian connections, laneways and any other areas dedicated for public use and access.



Public Domain Licensed Area means that part of the part of the Public Domain.

that forms

Retail Investor means WSF Fund Pty Limited ACN 120 154 663 as trustee for the Scentre Barangaroo Trust ABN 53 341 420 512.

Request to Demonstrate Compliance means a request given by the Licensor pursuant to clause 10.1.

Suspension Area means the area specified in a Suspension Notice in accordance with clause 11(a)(ii) and subject to the requirements in clause 11(b).

Suspension Notice means a notice given by the Licensor pursuant to clause 11(a).

Term means the term of the licence granted under this deed, beginning on the Commencing Date and ending on the Expiry Date.

Termination Event means:

- (a) termination of the CENDA for any reason; or
- (b) failure by the Developer to provide a Draft Compliance Report to the Authority in accordance with clause 10.2(a) and within the timeframes specified in that clause;
- (c) failure by the Developer to comply with clause 11(f) including the timeframes specified in that clause; or
 - failure of the Licensee to rectify a breach of this licence in accordance with an Approved Compliance Report within the timeframe specified in the Approved Compliance Report and after a Suspension Notice has been given in respect of that breach pursuant to clause 12(a).

Trading Hours mean the hours, times or periods specified in Item 6.

1.2 Definitions in CENDA

Subject to clause 1.1, terms used in this deed that are defined in the CENDA have the same meaning in this deed.

1.3 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) unless the context indicates a contrary intention:
 - (i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (ii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;



- (iv) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (ix) "includes" in any form is not a word of limitation;
- a reference to "\$" or "dollar" is to Australian currency; and
- a reference to an item is to an item in the reference schedule to this deed.

2. The licence

2.1 Licence

In consideration of payments by the Licensee (as the Developer) to the Licensor (as the landowner) (receipt of which is acknowledged), the Licensor grants the Licensee a non-exclusive licence for the Term to use the subject, at all times, to this deed. The Licensee must only trade in the during the Trading Hours.

2.2 No exclusive possession

This deed does not confer on the Licensee any right of exclusive possession of any part of the The Licensee must not restrict the Licensor's access to the in any way.

2.3 Personal rights only

The rights conferred on the Licensee by this deed are personal rights in contract only and do not create any tenancy or any estate or interest in the

2.4 No dealing

- (a) The Licensee cannot sublicense or part with or share possession of the or assign, novate or otherwise transfer any of its rights or obligations under this deed except in accordance with clause 5.
- (b) The Licensee may not assign its interest in this deed.

3. Licence Fee

The Licensee must, if demanded, pay the Licence Fee to the Licensor on the Commencing Date and on each anniversary of the Commencing Date.

4. Licensee's obligations

The Licensee must comply with clause 1.2 of the

5. Sublicensing & Sub-Sublicensing

The Licensee may grant a non-exclusive sub-licence in respect of the to the Retail Investor who may then grant non-exclusive sub-sublicences of parts of the provided that any such sub-licence or sub-sublicence must:

- (a) be made only in respect of that part of the comprises a Retail Shop to be occupied by an and that part of the within the public domain immediately abutting the Retail Shop;
- (b) terminate one day before the Expiry Date or earlier termination of this deed;
- (c) include provisions:
 - prohibiting the sub-licensee or sub-sublicensee (as applicable) from doing any thing which would cause the Licensee to be in breach of its obligations under this deed;
 - requiring the sub-licensee or sub-sublicence (as applicable) to comply with all relevant obligations of the Licensee under this deed (including, but not limited to clause 6);
 - (iii) requiring the sub-licensee or sub-sublicensee (as applicable) to comply with any reasonable notices issued by the Licensor to the Licensee or to the sub-licensee in relation to any usage, cleaning, maintenance or safety issues arising from the use of the Public Domain;
 - (iv) requiring the sub-licensee or sub-sublicensee (as applicable) to comply with any directions of the Licensor to the Licensee in respect of emergencies which occur in or which affect the Public Domain;
 - (v) requiring the sub-licensee sub-sublicensee (as applicable) to ensure that the Licensor is able to access the provided that the Licensor has given the Licensee or the sub-licensee prior reasonable notice.
 - to the extent that any sub-licence is granted more than 20 Business
 Days after the date of this deed, requiring that the sub-licensee must
 carry out all necessary fit out works to enable the sub-licensee to
 commence as soon as possible after the
 commencement of that sub-licence, having regard to the time
 necessary for the sub-licensee's fitout; and
 - (vii) requiring the sub-licensee to comply with clause 6.

6. Major Events and Surrounding activities

6.1 Acknowledgements

The Licensee must procure that any occupier, including any sub-licensee and any sub-sublicensee acknowledges that:

- (a) the may be affected by ongoing construction activities in surrounding areas which may impact on the use of the retail shop;
- (b) the is situated within a major event, entertainment and exhibition precinct;
- entertainment and promotional events or activities and public festivals may be conducted within the precinct (including on adjoining land);
- (d) occupiers of land in the vicinity of the may carry out other noisy activities;
- (e) roads in the vicinity of the may be temporarily closed during periods when certain events or activities occur and for the purpose of carrying out maintenance and repair; and
- (f) the events, activities or festivals may temporarily interfere with occupiers enjoyment of the

6.2 Major events affecting

- If required by the Licensor for purposes in relation to the operation of a major event not more than 10 times per calendar year and for not longer than a continuous period of 48 hours in respect of each major event, the Licensee must remove any moveable furniture, equipment and other items which are not affixed to the and which are situated within the Public Domain (and must procure that all occupiers, sub-licensees and their invitees remove such items) from the (or any part) for any reasonable period of time as determined by the Licensor (acting reasonably) having regard to the preparation time, duration and the nature of the event, and comply with any other direction given by the Licensor or anyone nominated by the Licensor from time to time.
- (b) If required by the Licensor for purposes in relation to the operation of a major event not more than 10 times per calendar year and for not longer than a continuous period of 48 hours in respect of each major event, the Licensee must:
 - (i) cooperate to procure that the occupants of the assist in ensuring that the public can have access to the foreshore; and
 - (ii) comply with (and will procure that the occupants of the comply with) the safety and crowd control measures or any other directions or requirements given by the Licensor acting reasonably or anyone nominated by the Licensor from time to time, having regard to the preparation time, duration and the nature of the event.



6.3 Release in relation to major events

- (a) The Licensee is not entitled to any set off or other compensation due to any disruption or temporary loss of amenity caused by an event or any other matter referred to in this clause 6 and the Licensee must not make any claim against the Licensor in respect of any loss or damage suffered by the Licensee, any occupier or any other sub licensee of the unavailability of the
- (b) The Licensee is not entitled to:
 - (i) object to the Licensor doing anything contemplated by;
 - (ii) obstruct the Licensor from properly carrying out anything in connection with;
 - (iii) seek injunctive or other relief as against the Licensor in respect of; or
 - (iv) claim compensation from the Licensor,

to the matters disclosed in this clause 6.

7. Alterations to the Early Activation Area

(a) The Licensee must not carry out (or permit the carrying out by any sub-licensee) any works in the comprising construction or installation of any improvements, embellishments or permanent structures in the without the Licensor's prior written approval which must be

sought and obtained in accordance with the terms of the CENDA.

The Licensee must carry out any works approved by the Licensor at the Licensee's own cost and risk and in accordance with any requirements specified by the Licensor.

8. Insurances, indemnities and releases

8.1 Licensee accepts risk

The Licensee enters the and uses the at its own risk.

8.2 Insurance

- (a) The Licensee must effect and maintain, or must procure to be effected and maintained throughout the Licence Period
 - (i) public liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount in Item 7 or any other amount reasonably required by the Licensor, for any one occurrence which covers liability (including to the Licensor) in respect of:

damage to, loss or destruction of, or loss of use of, any real or personal property; and

B. the personal injury of, disease or illness (including mental illness) to, or death of, any person,

and arising out of occurring in and around the or in connection with the business carried on at the (ii) insurance which insures against any liability for death of, or any injury, damage, expense, loss or liability suffered or incurred by any person employed by the Licensee at the giving rise to a claim under any statute relating to workers' or accident compensation in New South Wales or at common law; industrial special risks insurance covering the (iii) and all contents which are material to the Licensee's ability to undertake its business conducted in the (including plant and equipment, all external and internal glass and hazardous goods stored at the of the Licensee against the risks of loss, damage or destruction by all insurable risks to the reasonable satisfaction of the Licensor for their full replacement or reinstatement value (including extra costs of reinstatement, consultant's fees and removal of debris); (iv) other insurances required of it, or of a contractor or subcontractor of it, by the Licensor acting reasonably in connection with works carried out by the Licensee under this deed; and other insurances which, in the Licensor's reasonable opinion, a prudent Licensee would affect over time having regard to the nature and this deed and which are consistent of the with prudent industry practice at the time in New South Wales. The Licensee must ensure that each insurance required by this deed is in force on the Commencing Date and is maintained during the Licence Period. The Licensee must ensure that: the insurances referred to in clause 8.2(a)(i) (relating to public (i) liability) provide that: all insurance agreements name as insureds and operate A. as if there was a separate policy of insurance covering the Licensor and the Licensee; failure by any insured to observe and fulfil the terms of the В. policy or to comply with the duty of disclosure or misrepresentation does not prejudice the insurance of any other insured; and the insurer waives all rights, remedies or relief to which it C. might become entitled by way of subrogation against insureds: the insurance referred to in clause 8.2(a)(iii) (relating to industrial (ii) special risks) provides that: insurance agreements name as insureds and operate as if there was a separate policy of insurance covering the Licensor and the Licensee for their respective rights and interests;

failure by any insured to observe and fulfil the terms of the

policy or to comply with the duty of disclosure or

misrepresentation by any insured does not prejudice the insurance of any other insured; and

- C. the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against insureds; and
- (iii) each insurance required by this deed except for the insurance referred to in clause 8.2(a)(ii) (relating to workers compensation insurance) is effected:
 - with reputable insurers with a rating of A- or better by Standard and Poor's or the equivalent rating with another rating agency;
 - B. on terms and conditions (including deductible amounts) approved in writing by the Licensor, which approval by the Licensor must not be unreasonably withheld; and
 - once approved by the Licensor, the terms of the insurance are not materially changed without the Licensor's prior written approval (not to be unreasonably withheld). The Licensee must pay the Licensor for its reasonable legal and other costs (if any) associated with determining whether or not to approve any such requested change.

The Licensee must, in respect of each insurance required to be effected and maintained in accordance with this deed give the Licensor not less than 30 days prior to each renewal date in respect of each policy, copies of the relevant cover notes, policies (other than policies that are effected under a global insurance program covering the primary insured's other business activities), certificates of currency and renewal certificates.

If the Licensee does not comply with its obligation to effect and maintain the insurances required by this deed, or if the Licensee fails to provide evidence that such insurances have been effected, the Licensor may, but is not obliged to, effect the relevant insurances and may recover the cost of doing so as a debt due from the Licensee.

- (f) The Licensor agrees to notify the Licensee prior to exercising its rights to effect the relevant insurances pursuant to clause 8.2(e).
- (g) The Licensee must ensure that in relation to any insurance policy required to be effected and maintained by the Licensee in accordance with this deed it:
 - does not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
 - (ii) if necessary, rectifies anything which prejudices any insurance;
 - (iii) reinstates an insurance policy if it lapses;
 - (iv) does not cancel, materially vary or allow an insurance policy to lapse without the prior written consent of the Licensor, such consent not to be unreasonably withheld;
 - (v) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which is likely to in any way

prejudice or affect any such policy or the payment of all or any benefits under the insurance; and

- (vi) complies with the terms of each insurance policy.
- (h) The Licensee must punctually pay all premiums in respect of all insurances required by this deed. Any deductibles payable under any of the insurances required by this deed shall be the responsibility of the Licensee. Where a claim in respect of which a deductible is payable arises directly out of the Licensor's breach of this deed or wrongful, reckless or negligent act by the Licensor or its employees and agents, the deductible must be paid by the Licensor except where the Licensor is complying with an obligation of the Licensee under this deed which the Licensee has not complied with.
- (i) The Licensee must comply with the requirements of any insurer in relation to:
 - (i) anything placed or intended to be placed by the Licensee on the ; and
 - (ii) alarms, sprinklers and other fire warning or prevention equipment.
- (j) Subject to clause 8.2(f), the Licensor may but is not obliged to remedy at any time breach by the Licensee of its insurance obligations under this clause 8.
- (k) All costs incurred by the Licensor (including legal costs) in remedying a breach by the Licensee of its insurance obligations under this clause 8 must be payable by the Licensee to the Licensor within 30 business days of on demand.

8.3 Indemnity

The Licensee is liable for and indemnifies the Licensor, its officers and employees from and against any claim, action, damage, loss, liability, cost or expense incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified to the extent such loss was caused or contributed to by:

- (i) any loss, injury or death, or loss of or damage to property in or on the or in the vicinity of the caused or to the extent contributed to by the Licensee or the Licensee's Employees;
- (ii) the Licensee's default under this deed, whether due to the Licensee or the Licensee Employees;
- (iii) the use or occupation of the by the Licensee or the Licensee's Employees.
- (iv) any service not working properly, being unavailable or being interrupted, or the misuse of any service provided to the caused or to the extent contributed to by the Licensee or the Licensee's Employees;
- (v) the escape of any water from the caused or to the extent contributed to by the Licensee or the Licensee's Employees;
- (vi) any breach of the Retail Leases Act 1994 (NSW) whether it is caused by the Licensor, the Licensee or the Licensee's Employees;

- (vii) in connection with, any contamination occurring in, on or migrating from the after the Commencing Date and before the Expiry Date;
- (viii) the Licensee's Employees remaining in occupation of any part of the after the termination of this deed;
- (ix) the Licensor or its employees and agents doing anything which the Licensee or the Licensee's Employees must do under this deed but have not done or which the Licensor considers (acting reasonably) the Licensee or the Licensee's Employees have not done properly; and
- (x) the Licensor or its employees and agents exercising, or attempting to exercise, a right or remedy in connection with this deed after the Licensee defaults under this deed or in an emergency under clause 8.2(a)(i),

except to the extent caused or contributed to by the negligent act of the Licensor or its employees and agents or the Licensor's breach of this deed but only in relation to clauses 8.3(a)(i), 8.3(a)(iv), 8.3(a)(v), 8.3(a)(vii) and 8.3(a)(ix).

- (b) The Licensee agrees that the Licensor may enforce the indemnity in favour of those indemnitied for the benefit of each of such persons in the name of the Licensor of of such persons.
- (c) The Licensee agrees to pay amounts due under this indemnity on demand from the Licensor.

8.4 Release

The Licensee releases and forever discharges the Licensor from all actions, suits, claims, demands, causes of actions, costs and expenses, equitable under statute and otherwise and all other liabilities of any nature (whether or not the parties were or could have been aware of them) against the Licensor in any way relating to or arising out of or in connection with:

- (i) any damage, loss, injury or death to or of any person or loss of or damage to property on or near the ;
- (ii) any liability for loss of, loss of use of, or damage to the Licensee's Property or for loss of the Licensee's profits;
- (iii) anything the Licensor is permitted or required to do under this deed to the extent that the Gensor complies with all relevant obligations under this deed;
- (iv) a service being interrupted, not being available or not working properly;
- (v) the not complying with any law or the requirements of any Authority;
- (vi) the grant of any construction licence contemplated under clause 14;
- (vii) the Licensor not being able to provide access to or vacant possession of any part of the Licensee, the Licensee's Employees, the Retail Investor, the sub-

licensees and occupiers remaining in occupation of any part of the after the termination of this deed,

except to the extent caused or contributed to by the negligent act of the Licensor or its employees and agents or the Licensor's breach of this deed.

- (b) The release in clause 8.4(a) applies in respect of all actions, suits, claims, demands, causes of actions, costs and expenses, equitable under statute and otherwise and all other liabilities of any nature (whether or not the parties were or could have been aware of them), which the Licensee:
 - (i) now has;
 - (ii) at any time had;
 - (iii) may have now or in the future; or
 - (iv) but for this deed, could or might have had.

8.5 Continuing indemnity

Each indemnity of the Licensee contained in this deed is:

- (a) a continuing obligation by the Licensee and remains in full force and effect after the termination of this deed; and
- (b) a separate and independent obligation of the Licensee.

9. Transfer by Licensor

- The Licensee agrees that the Licensor may at any time transfer, assign or otherwise deal with its interest in Central Barangaroo (including the in accordance with the terms of the CENDA.
- (b) If the Licensor transfers or assigns its interest in Central Barangaroo, or any part of the land comprising the (including by operation of law or statutory vesting) other than pursuant to the acceptance of a Call Offer or a Put Offer as set out in the CENDA:
 - (i) the Licensor must ensure that the transferee or assignee enters into an agreement with the Licensee that preserves the Licensee's rights and obligations under this deed and under which the transferee or assignee agrees to comply with the terms of this deed as if it had been named in this deed as the Licensor; and
 - (ii) if requested by the Licenson, the Licensee must sign any document and must do any thing required in order to effect a transfer of the Licenson's interest in this deed.

10. Non-compliance

10.1 Request to Demonstrate Compliance

If at any time during the Term the Licensor reasonably considers that the Licensee:

(a) is using the in a manner that is not in compliance with its obligations under this deed;



- (b) is using the other than as permitted under this deed; or
- (c) is otherwise in breach of the Licensee's obligations under this deed and the nature of the breach is capable of being remedied,

the Licensor may give a notice to the Licensee specifying the nature of the non-compliance and requesting the Licensee to show cause as to why the Licensee's rights to use the under this deed should not be suspended (Request to Demonstrate Compliance).

10.2 Draft Compliance Report

(i)

(a) If the Licensor issues a Request to Demonstrate Compliance, the Licensee must, within 10 Business Days after the date on which that notice is received, provide a written response to the Licensor (Draft Compliance Report):

setting out the Licensee's proposed plan to rectify the noncompliance specified in the Request to Demonstrate Compliance and
which must include a program specifying the details of actions and
timeframes within which those actions will be carried out by the
Licensee (which must be reasonable having regard to the nature of
the non-compliance) and in respect of any non-compliance which
cannot be rectified, proposing an appropriate amount of
compensation to be paid to the Licensor having regard to any loss,
cost or liability which the Licensor has incurred (including any costs
in relation to the enforcement or attempted enforcement of this
deed);

confirming that the non-compliance specified in the Request to Demonstrate Compliance has been rectified and specifying the details of actions taken by the Licensee to rectify the matter; or

disputing that the non-compliance specified in the Request to Demonstrate Compliance constitutes a breach of this deed.

(b) A failure of the Licensee to provide a Draft Compliance Report in accordance with clause 10.2(a) and within the timeframe specified in clause 10.2(a) constitutes a Termination Event.

10.3 Review of Draft Compliance Report

(iii)

- (a) Within 10 Business Days after the date on which the Licensor receives a Draft Compliance Report from the Licensee, the Licensor must give a notice to the Licensee either:
 - (i) accepting the Draft Compliance Report, and if the Draft Compliance Report was given:
 - A. pursuant to clause 10.2(a)(i), the Licensee must rectify the relevant non-compliance in accordance with the compliance report and within the timeframes specified in the compliance report (Approved Compliance Report) or, in respect of any non-compliance which cannot be rectified, pay the amount of compensation to the Licensor which is proposed by the Licensee in the Draft Compliance Report; or
 - B. pursuant to clause 10.2(a)(ii) or clause 10.2(a)(iii), no further action is required in respect of the Request to



Demonstrate Compliance and the Licensee must continue to use the in accordance with this deed; or

- (ii) rejecting the Draft Compliance Report and referring the matter for determination as a dispute in accordance with clause 48 ('Dispute resolution') of the CENDA for the purposes of determining:
 - A. where a Draft Compliance Report has been given pursuant to clause 10.2(a)(i), whether the Licensee's proposed plan to rectify the non-compliance would in fact rectify the non-compliance, and whether the timeframe to rectify the non-compliance is reasonable having regard to the nature of the non-compliance and if the Licensee's proposed plan will not rectify the non-compliance the actions or works the Licensee is required to procure in order to rectify the relevant non-compliance or, in respect of any non-compliance which cannot be rectified, whether the amount of compensation proposed by the Licensee is in fact appropriate compensation for the non-compliance having regard to any loss, cost or liability which the Licensor has incurred (including any costs in relation to the enforcement or attempted enforcement of this licence); or

where a Draft Compliance Report has been given pursuant to clause 10.2(a)(ii) or clause 10.2(a)(iii), whether the non-compliance specified in the Request to Demonstrate Compliance is ongoing, and if the non-compliance is ongoing, the details of actions necessary to be carried out, and timeframes within which those actions must be carried out by the Licensee in order to rectify the non-compliance (which must be reasonable having regard to the nature of the non-compliance).

(b) If the Licensor gives a notice pursuant to clause 10.3(a)(ii), that notice will constitute the 'notice of dispute' for the purposes of clause 48.1 ('Notice of dispute') of the CENDA such that no further 'notice of dispute' is required to be given by the Licensor in regard to the matter to commence the dispute resolution process.

10.4 Satisfaction of Compliance Report conditions

- (a) As soon as is practicable after the Licensee considers that it has taken all necessary action in accordance with an Approved Compliance Report in order to rectify a non-compliance, the Licensee must give notice to the Licensor confirming that it has rectified the relevant non-compliance.
- (b) Within 10 Business Days after receiving a notice from the Licensee in accordance with clause 10.4(a), the Licensor must give a notice to the Licensee:
 - (i) accepting that the Licensee has rectified the non-compliance in accordance with the Approved Compliance Report;
 - (ii) rejecting that the Licensee has rectified the non-compliance in accordance with the Approved Compliance Report and specifying the reasons why the Licensor considers that the Licensee has failed to rectify the non-compliance in accordance with the Approved

Compliance Report which, for the avoidance of doubt, may be given in conjunction with a Suspension Notice under clause 11(a); or

- (iii) rejecting that the Licensee has rectified the non-compliance in accordance with the Approved Compliance Report and referring the matter for determination as a dispute in accordance with clause 48 ('Dispute resolution') of the CENDA.
- (c) If the Licensor gives a notice pursuant to clause 10.4(b)(i), no further action is required and the Licensee must continue to use the accordance with this deed.
- (d) If the Licensor gives a notice pursuant to clause 10.4(b)(ii), the Licensee must either:
 - (i) at its own cost take all further action required to satisfy those matters specified by the Licensor in its notice under clause 10.4(b)(ii) (and where that notice is given in conjunction with a Suspension Notice, comply with the requirements of the Suspension Notice) and once completed, resubmit a notice to the Licensor in accordance with clause 10.4(a); or
 - (ii) refer the matter for resolution as a dispute under clause 48 ('Dispute Resolution') of the CENDA.
- (e) If the Licensor gives a notice pursuant to clause 10.4(b)(iii) or the Licensee gives a notice pursuant to clause 10.4(d)(ii), that notice will constitute the 'notice of dispute' for the purposes of clause 48.1 ('Notice of dispute') of the CENDA such that no further 'notice of dispute' is required to be given by the relevant party in regard to the matter to commence the dispute resolution process.

11. Suspension

- If at any time after the Licensor has given notice of an Approved Compliance Report in accordance with clause 10.3(a)(i)A or the terms of an Approved Compliance Report have been determined through a dispute resolution process arising pursuant to clause 10.3(a)(ii), the Licensor considers (acting reasonably) that the Licensee is not rectifying a non-compliance in accordance with that Approved Compliance Report, the Licensor may give a notice to the Licensee (Suspension Notice):
 - (i) specifying the reasons why the Licensor considers that the Licensee is not rectifying a non-compliance in accordance with the Approved Compliance Report;
 - (ii) nominating that part of the which the Licensor requires the Licensee to cease to use except for the purposes of carrying out the actions specified in and in accordance with the Approved Compliance Report (Suspension Area); and
 - (iii) specifying the date on which the suspension of the Licensee's rights under this deed is to commence.
- (b) The Licensor acknowledges and agrees that the Suspension Area nominated in a Suspension Notice must:
 - (i) be reasonable having regard to the nature of the non-compliance and the actions required to be carried out in that area by the

Licensee in accordance with the Approved Compliance Report to rectify the non-compliance; and which is not must not include any part of the (ii) affected by the relevant non-compliance the subject of the Approved Compliance Report. (c) If the Licensor gives a Suspension Notice, the Licensee must, at its own cost: (i) on and from the date specified in the Suspension Notice, cease using the Suspension Area for any purpose other than in order to rectify the non-compliance in accordance with the Approved Compliance Report; ensure that all parts of the (ii) which the Licensee ceases to use and access are made safe and secure; and (iii) as soon as is practicable after the Licensee considers that it has taken all necessary action in accordance with an Approved Compliance Report in order to rectify a non-compliance, give a notice to the Licensor confirming that it has rectified the relevant noncompliance. (d) Within 5 Business Days after receiving a notice pursuant to clause 11(c) the icensor must give written notice to the Licensee either: accepting that the conditions of the Approved Compliance Report have been satisfied; or stating that the conditions of the Approved Compliance Report have not been satisfied and providing reasons why. If the Licensor gives a notice pursuant to clause 11(d)(i), the suspension of the Licensee's right to access and use the as specified in a Suspension Notice ceases to apply and the Licensee is permitted to access and in accordance with this deed (subject to any use the Suspension Notice being given in respect of any other continuing noncompliance of this deed). (f) If the Licensor gives a notice pursuant to clause 11(d)(ii), the Licensee must within 5 Business Days after receiving the Licensor's notice either: at its own cost take all further action required to satisfy the (i) requirements of the Approved Compliance Report as specified by the Licensor; or refer the matter for resolution as a dispute under clause 48 ('Dispute (ii) Resolution') of the CENDA for the purposes of determining whether or not the Licensee has satisfied the requirements of the Approved Compliance Report so as to rectify the relevant non-compliance, and if the Licensee has not satisfied the requirements of the Approved Compliance Report, the additional actions or works the Licensee is required to procure in order to rectify the relevant non-compliance. Upon the Licensee taking such further action or carrying out any relevant works (g) in accordance with clause 11(f) the suspension of the Licensee's right to access and use the as specified in a Suspension Notice ceases to apply and the Licensee is permitted to access and use the in accordance with this licence (subject to any Suspension Notice being given in respect of any other continuing non-compliance of this licence).



- (h) A failure by the Licensee to comply with clause 11(f) including the timeframes specified constitutes a Termination Event.
- (i) The Licensee must not recommence accessing and using the relevant part of the unless and until the Licensor gives a notice pursuant to clause 11(d)(i) or it is otherwise determined pursuant to the dispute resolution process that the Licensee has satisfied the conditions set out in the Approved Compliance Report.

12. Default

If a Termination Event arises:

- (a) the Licensor may give notice to the Licensee specifying:
 - (i) the Make Good Works which the Licensor requires the Licensee to carry out; and
 - the date on which this licence terminates (being a date not less than 30 Business Days after the date of such notice, and which the Licensor considers acting reasonably to be a reasonable period for completion of the Make Good Works prior to termination); and
- (b) subject to the Termination Event not being rectified (in the reasonable opinion of the Licensor) or compensation not being paid by the Licensee to the Licensor before the date specified in any notice given by the Licensor to the Licensee in accordance with clause 12(a), then this licence terminates with immediate effect on that date.

13. Licence ends

13.1 Expiry Date

This deed ends on the Expiry Date.

13.2 Licensee to vacate

- (a) Subject to clause 13.2(a)(ii), on the Expiry Date, the Licensee must:
 - (i) promptly remove all improvements, works, fixtures, services, infrastructure, materials, possessions and other items from the and any part of Central Barangaroo as directed by the Licensor, leaving the paved (or otherwise surfaced to the standard of surfacing of the area surrounding the and in a clean, clear and safe condition;
 - (ii) if directed by the Licensor not remove any improvements or fixtures nominated by the Licensor from the items will become the property of the Licensor);
 - (iii) vacate the and leave it in good order and condition to the Licensor's reasonable satisfaction; and
 - (iv) make good, if requested by the Licensor, any damage caused to the Building by removing the possessions of the Licensee, the Retail Investor and the sub-licensees or other occupiers and vacating the



- (b) Clause 13.2(a) does not apply, and the Licensee does not have to vacate, remove equipment or make good as contemplated by clause 13.2(a) any part of the which, on the day immediately following the Expiry Date, will become the subject of a:
 - (i) construction licence to the Licensee (as developer);
 - (ii) retail lease to the Retail Investor (as tenant); or
 - (iii) public domain licence to the Retail Investor (as licensee),

granted pursuant to the CENDA (in the case of the construction licence and the retail lease) and pursuant to the retail lease (in the case of the public domain licence).

13.3 Failure to vacate

If the Licensee does not comply with its obligations under clause 13.2 on time, the Licensor may comply with these obligations (if necessary, in the Licensee's name) at the Licensee's risk and expense. The Licensee must pay the Licensor on demand as liquidated damages a sum equal to the cost to the Licensor of complying with that clause.

14. Construction Licence

The parties acknowledge and agree that if a construction licence is granted in accordance with the CENDA, over areas that include the

with as and from the date of the grant, automatically change to exclude those areas shown as being areas subject to the construction licence.

15. General

15.1 Notices

Unless expressly stated otherwise in this licence, all notices, consents, requests, waivers and other communications between the parties in connection with this licence must be given in accordance with the requirements of clause 51 ('Notices') of the CENDA.

15.2 Governing law

This deed is governed by and must be construed according to the law applying in New South Wales.

15.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 15.3(a).



15.4 Expenses

The Licensee must:

- (a) pay promptly for everything it must do under this deed unless this deed expressly says otherwise; and
- (b) reimburse the Licensor on demand for, and indemnifies the Licensor against:
 - (i) (Preparation): all expenses (including legal fees, costs and disbursements) reasonably incurred in connection with negotiating, preparing and any subsequent consent, agreement, approval, waiver or amendment relating to this deed; and
 - (ii) (Enforcement): all expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the Licensor) incurred in connection with exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this deed.

15.5 Stamp duties

The Licensee:

a) must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;

indemnifies the Licensor against any liability arising from failure to comply with clause 15.5(a); and

is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause 15.5.

15.6 Indemnity

- (a) Each indemnity by the Licensee in this deed is a continuing obligation, separate and independent from the other obligations of the Licensee, and survives termination or expiry of this deed.
- (b) It is not necessary for Licensor to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) The Licensee must pay on demand any amount it must pay under an indemnity in this deed.

15.7 Licensee's Employees

The Licensee must ensure that the Licensee's Employees comply, if appropriate, with the Licensee's obligations under this deed.

15.8 Cause

If this deed says that the Licensee must not do something, the Licensee must not do anything that could result in that thing happening.



15.9 Changes by legislation

If the Licensee's rights or obligations under this deed are changed by legislation so that the Licensor's rights or obligations are adversely affected, the Licensee walves its rights under that legislation to the extent that it is not prohibited by that or any other legislation.

15.10 Right to rectify

The Licensor may do anything that the Licensee should have done under this deed but that the Licensee has not done or that the Licensor reasonably considers the Licensee has not done properly.

15.11 Amendments

This deed may only be varied by a deed executed by or on behalf of each party.

15.12 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

15.13 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
 - A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

15.14 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

15.15 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

15.16 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.



16. GST

16.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 16 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (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 16.
- (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.

16.2 Reimbursements

Any payment or reimbursement required to be made under this licence 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.

16.3 Additional amount of GST payable

Subject to clause 16.5, if GST becomes payable on any supply made by a party (Supplier) under or in connection with this licence:

- any amount payable or consideration to be provided under any provision of this licence (other than this clause 16), for that supply is exclusive of GST;
- 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 16.3(b).

16.4 Variation

(a)

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 16.3 and clause 16.5), varies from the additional amount paid by the Recipient under clause 16.3, 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 16.4(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 16.3.
- (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 licence as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

16.5 Exchange of non-monetary consideration

(a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 16.3 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 16.3 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 16.3 (or the time at which such GST Amount would have been payable in accordance with clause 16.3 but for the operation of clause 16.5(a)).

16.6 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.

16.7 No merger

This clause 16 will not merge on termination of this licence.

17. Green Provisions

Completion Note: if relevant - provisions to be inserted to reflect the requirements in the Climate Positive Works Plan applicable to this area (and if relevant) once finalised.

18. Guarantee and indemnity

18.1 Guarantor

The Licensor may require the Licensee to procure a Guarantor to enter into and be bound by the provisions of clauses 18.1 to 18.7.

18.2 Consideration

The Guarantor acknowledges that the Licensor is acting in reliance on the Guarantor incurring obligations and giving rights under this clause 18.

18.3 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Licensor the due and punctual performance and observance by the Licensee of the Guaranteed Obligations.

18.4 Indemnity

(c) The Guarantor unconditionally and irrevocably indemnifies the Licensor for all losses, costs, damages and liabilities which it incurs or suffers as a result of the Licensee failing to duly and punctually perform and observe any of the Guaranteed Obligations.



- (d) The liability of the Guarantor to the Licensor for failing to comply for any reason with its obligations under clause 18.3 is limited to the liability of the Guarantor to the Licensor under clause 18.4(a).
- (e) The remedies available to the Licensor against the Guarantor for failing to comply for any reason with its obligations under clause 18.3 are limited to the right of the Licensor to make a claim on the Guarantor under clause 18.4(a).

18.5 Additional indemnities

Whether or not the Licensor exercises any rights it may have under this deed, and without being affected by the exercise of any such rights, the Guarantor unconditionally and irrevocably indemnifies the Licensor against any loss the Licensor suffers because:

- (a) the liability to guarantee to the Licensor the due and punctual performance or observance of the Guaranteed Obligations is unenforceable in whole or in part as a result of lack of capacity, power or authority or improper exercise of power or authority;
- (b) the Guaranteed Obligations are rescinded or terminated by the Licensee or the Licensor for any reason other than by reason of the wrongful repudiation or default by the Licensor;
- (c) the Licensee disregards an order for specific performance of the Guaranteed Obligations:
- (d) an Insolvency Event occurs with respect to the Licensee but only to the extent of obligations or monies which form part of the Guaranteed Obligations; or

the Guaranteed Obligations are not or have never been enforceable against the Guarantor or are not capable of observance, performance or compliance in full because of any other circumstance whatsoever including any transaction relating to the Guaranteed Obligations being void, voidable or unenforceable and whether or not the Licensor knew or should have known anything about that transaction.

18.6 Guarantor as principal debtor

The Guarantor as principal debtor agrees to pay to the Licensor within 10 Business Days after a demand being made by the Licensor on the Guarantor a sum equal to the amount of any loss described in clauses 18.4 and 18.5.

18.7 Extent of guarantee and indemnity

The guarantee provided in clause 18.3 and the indemnities provided in clauses 18.4 and 18.5 are continuing obligations and extend to all of the Guaranteed Obligations and other money payable under this deed.

Reference schedule

Item 1 Commencing Date

Completion Note: To be inserted in accordance with the CENDA.

Item 2 Expiry Date

The date which is the earliest to occur:

- (a) the date on which a Call Option for a Lease whose premises include that part of the being the Building Licensed Area is accepted pursuant to the CENDA;
- (b) the date on which a Put Option for a Lease whose premises include that part of the being the Building Licensed Area is accepted pursuant to the CENDA;
- (c) the date the CENDA is terminated; and
- (d) the date this deed is terminated under clause 12.

Item 3 Building

Completion Note: Insert details of the Retail Component in either Block 6, Block 7 or Foreshore Block North to which the relates 1

Item 4

Item 5 Permitted Use

Any of the uses approved by the Licensor under clause 36.2(c) of the CENDA and any fit-out works to be undertaken prior to commencement of in accordance with the CENDA.

Item 6 Trading Hours

Such hours for trading as approved by the Licensor under clause 36.2(c) of the CENDA.

Item 7 Amount of public risk insurance

\$50,000,000

Item 8 Address for service of notices

Licensor

Name: Barangaroo Delivery Authority

Address: 27/201 Kent Street, Sydney NSW 2000

Email: [Completion Note: Email address to be inserted.]

For the attention of: Chief Executive Officer



Licensee

Name: Grocon (CB) Developments Pty Limited ACN 614 118 642

Address: 3 Albert Coates Lane Melbourne VIC 3000

Email: [Completion Note: Email address to be inserted.]

For the attention of: The Directors

Guarantor

Name: Grocon Constructors Pty Ltd ACN 006 703 091

Address: 3 Albert Coates Lane MELBOURNE VIC 3000

Email: [Completion Note: Email address to be inserted.]

For the attention of: The Directors

Item 9 Guarantor

Grecon Constructors Pty Ltd ACN 006 703 091



Executed as a deed.

Licensor

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

Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person
Office held	Office held
Licensee	
Executed by Grocon (CB) Developments Pty Limited ACN 614 118 642 in accordance with section 127 of the Corporations Act 2001 (Cth):	
Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director
Guarantor	

.

Executed by **Grocon Constructors Pty Ltd ACN 006 703 091** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

ANNEXURE A





Annexure NNN











