

ATTACHMENT D

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**VOLUNTARY PLANNING AGREEMENT –
APDG SITE BLOCK 4**

Planning Agreement

The Council of the City of Sydney

and

Lendlease (Circular Quay) Pty Limited **ABN 18 604 906 685** as Trustee for the
Lendlease (Circular Quay) Trust
ABN 70 131 986 485

Director (signature)
Lendlease (Circular Quay)
Development Pty Limited

Full Name (printed)

Director/Secretary (signature)
Lendlease (Circular Quay)
Development Pty Limited

Full Name (printed)

Graham Jahn
Director City Planning Development
and Transport
The Council of the City of Sydney

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THIS PLANNING AGREEMENT is made on

2016.

BETWEEN:

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Lendlease (Circular Quay) Pty Limited ABN 18 604 906 685 as Trustee for the Lendlease (Circular Quay) Trust ABN 70 131 986 485** of 30-34 Hickson Road, MILLERS POINT NSW 2000 (the **Developer**).

BACKGROUND

- (A) The Developer intends to undertake the Development on the Land.
- (B) The Developer intends to work towards designing the Commercial Tower component of the Development to achieve the aspirational objective of the base building being capable of being certified by the Green Building Council of Australia as achieving at least a 6 Star Green Star rating under its Green Star – As Built Office (v3) ratings tool, or its equivalent.
- (C) In order to carry out the Development, it will be necessary, among other things:
 - (1) to amend the Sydney LEP; and
 - (2) for the City to transfer to the Developer, or to another entity nominated by the Developer, Crane Lane and the Mirvac Triangle for incorporation into the land upon which the Development will be carried out.
- (D) In October 2014, the Developer (through its parent company, Lendlease Development Pty Ltd) submitted to the City the LLCQ Planning Justification Report. Among other things, this report requested the City to prepare a Planning Proposal to amend the Sydney LEP along the lines specified in the report so as to facilitate the Development.
- (E) In June 2015, the City prepared a Planning Proposal in response to the request contained in the LLCQ Planning Justification Report.
- (F) On 18 August 2015 the Minister determined, in accordance with Section 56 of the Act, that the Planning Proposal should proceed.
- (G) In December 2015, the Developer (through its parent company, Lendlease Development Pty Ltd) submitted to the City the Revised LLCQ Planning Justification Report. Among other things, this report requested the City to prepare a revised Planning Proposal to amend the Sydney LEP along the lines specified in the report so as to facilitate the Development.
- (H) In January 2016, the City prepared a revised Planning Proposal in response to the request contained in the revised LLCQ Planning Justification Report.
- (I) On 1 April 2016, the Greater Sydney Planning Commission, as delegate of the Minister, determined, in accordance with Section 56 of the Act, that the revised Planning Proposal should proceed.

- (J) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Adverse Affectation has the same meaning as in clause 4 of Part 2 of the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*.

APDG Block means the area of land which is within the City of Sydney and which is bounded by Alfred Street, Pitt Street, Dalley Street and George Street and which is described in the Sydney LEP.

Attributed Value means the value the City and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this document, as set out in clause 1 of Schedule 3 of this document.

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Bridge means the elevated link to be constructed between the George Street Public Plaza and the Commercial Tower as part of the Development.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

Business Innovation Space Lease means either or both of the Business Innovation Space Long Term Lease or the Business Innovation Space Short Term Lease as the context requires.

Business Innovation Space Long Term Lease means the lease of the Premises for 99 years which will incorporate the terms set out in the Detailed Lease Terms.

Business Innovation Space Short Term Lease means the lease of the Premises for 20 years which will incorporate the terms set out in the Detailed Lease Terms.

Business Innovation Space Base Building Works means the base building works for the Business Innovation Space as described under Annexure A and the Performance Brief.

Business Innovation Space Fitout means the fitout (if required by the City) of the Business Innovation Space.

Capital Investment Value has the same meaning as in the Regulation.

City's Policies means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

City's Representative means the person named in Item 3 of Schedule 1 or his/her delegate.

Commercial Tower means a commercial office tower located on the Land as shown on the LLCQ Site Plan as 'Pitt Street Property' and 'Mirvac Triangle' and which is designed to meet Minimum Ecologically Sustainable Design Requirements.

Community Building has the meaning given to it under Item 2.1(c) of Annexure A.

Community Building Stratum has the meaning given to it under Item 1 of Annexure A.

Completion means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

Completion Notice means a notice issued by the Developer in accordance with clause 6.2.

Confidential Information means:

- (a) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

Construction Costs means the 'at cost' costs of and directly attributable to the performance of the Developer's Works including:

- (a) preparation of design drawings for the relevant works (but excluding costs of or attributable to the design of the remainder of the Development);
- (b) geotechnical, engineering or other advice relating solely to the Developer's Works;
- (c) cost of materials used or installed (as the case may be) as part of the Developer's Works; and
- (d) labour, equipment hire, and other costs directly associated with the excavation, remediation to the relevant standard, and construction of the Developer's Works,

but does not include costs of project preliminaries, contingencies, project management fees, development overheads, Developer's profit margins, bank guarantee fees, financing costs and other costs which may be associated with the delivery of the Development.

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

Covenant means a binding agreement in a form and on terms capable of being registered by the Registrar-General in the relevant folio of the Register and may include a public positive covenant, a provision in a strata management statement or other form of registrable document.

Crane Lane means the land which is within the ADPG Block and which:

- (a) is comprised by Lots 1 and 2 in DP 880891; and
- (b) is shown as 'Crane Lane' on the LLCQ Site Plan.

Dealing means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Developer's Works.

Defects Liability Period means the period of 12 months from the date on which the Developer's Works reach Completion.

Detailed Lease Terms means the detailed lease provisions for the Business Innovation Space Lease Long Term Lease and the Business Innovation Space Short Term Lease (whichever is applicable) contained at clause 9 of Schedule 3.

Developer's Representative means the person named in Item 4 of Schedule 1 or his/her delegate.

Developer's Works means those parts of the Public Benefit described:

- (a) as "Developer's Works" in clause 1 of Schedule 3,
- (b) in Annexure A; and
- (c) in the Performance Brief,

and to be delivered by the Developer in accordance with this document.

Development means the development of the Land by the Developer described at Item 2 of Schedule 1.

Development Application has the same meaning as in the Act.

Development Consent means a consent granted to a Development Application for the Development and includes all modifications made under section 96 of the Act.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011 (NSW)*;
- (b) the *Protection of the Environment Operations Act 1997 (NSW)*; and
- (c) the *Contaminated Land Management Act 1997 (NSW)*.

George Street Plaza has the meaning given to it under Item 2.1(a) of Annexure A.

George Street Plaza Stratum has the meaning given to it under Item 1 of Annexure A.

George Street Property means the land which is within the ADPG Block and which:

- (a) is comprised by Lot 182 in DP 606865; and
- (b) is shown as 'the George Street Property' on the LLCQ Site Plan.

George Street Public Cycle Facility has the meaning given to it under Item 2.1(b) of Annexure A.

George Street Public Cycle Facility Stratum has the meaning given to it under Item 1 of Annexure A.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Gross Floor Area has the meaning given to that term in the Sydney LEP in effect at the date of this document.

GST means the same as in the GST Act.

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

Guarantee means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);
 - (ii) Baa 1 (Moodys); or
 - (iii) Bbb (Bests);
- (d) be issued on behalf of the Developer;
- (e) state the beneficiary as the City;

- (f) have no expiry or end date;
- (g) be irrevocable;
- (h) state the purpose of the security as required in accordance with this document; and
- (i) be on such other terms approved by the City (acting reasonably).

Guarantee Amount(s) means a Guarantee or Guarantees for the total amount listed in Item 6 of Schedule 1 of this document.

Guarantee Amount(s) Due Date means the date or milestone by which the Developer must provide the Guarantee Amount to the City, set out at Item 7 of Schedule 1.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

- (i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Jacksons on George Property means the land which is within the ADPG Block and which:

- (a) is comprised by Lot 181 in DP 606865; and
- (b) is shown as the 'Jacksons on George Property' on the LLCQ Site Plan.

Jacksons on George Remodelling means the remodelling of the existing building located on the Jacksons on George Property.

Land means the land described in Item 1 of Schedule 1 of this document.

Lanes Development Floor Space means 'lanes development floor space' as referred to in the Planning Proposal.

Lanes Development Restriction means the terms of restriction on the use of land to be created over the those parts of the Development immediately adjacent to Laneways that comprise Lanes Development Floor Space, as set out in clause 2 of Annexure C.

Laneways has the meaning given to it under Item 2.1(e) of Annexure A.

Laneways Stratum has the meaning given to it under Item 1 of Annexure A.

Lane Level Public Plaza has the meaning given to it under Item 2.1(d) of Annexure A.

Lane Level Public Plaza Stratum has the meaning given to it under Item 1 of Annexure A.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Leasehold Land means the Premises forming part of the Public Benefit that is to be leased to the City in accordance with the Detailed Lease Terms and clause 9 in Schedule 3.

LLCQ Planning Justification Report means the document titled 'Lend Lease Circular Quay Planning Justification Report and Outline Planning Proposal' prepared by BBC Consulting Planners on behalf of the Developer and dated September 2014.

LLCQ Plan of Proposed Stratum means the plan which is attached to this Agreement at clause 3.2 of Annexure A.

LLCQ Site Plan means the plan which is attached to this Agreement at clause 3.1 of Annexure A.

Minimum Ecologically Sustainable Design Requirements means a design for a base building which is capable:

- (a) of being certified by the Green Building Council of Australia as achieving at least a 5 Star Green Star rating under its Green Star – As Built Office (v3) ratings tool, or its equivalent; and
- (b) of being certified by the national administrator of the National Australian Built Environment Rating System as achieving:
 - (i) at least a 5 Star NABERS Energy rating; and
 - (ii) at least a 4 Star NABERS Water rating.

Mirvac Triangle means the land within the ADPG Block and which:

- (a) is comprised of Lots 2 and 3 in DP 1213767; and
- (b) is shown as 'the Mirvac Triangle' on the LLCQ Site Plan.

Monetary Contribution means that part of the Public Benefits described as "Monetary Contribution" in clause 1 of Schedule 3 to be paid by the Developer to the City in accordance with this document.

Net Lettable Area means the floor area (in square metres) calculated in accordance with the guidelines for the measurement of tenancy areas in enclosed commercial buildings, recommended by the PCA method of measurement applicable on the date of calculation.

New Walkway means the new elevated walkway (including associated lighting and power services) which is to be constructed within the New Walkway Stratum and is shown as 'New Walkway' on the LLCQ Development Plans.

New Walkway Stratum means the land which is shown as 'New Walkway' on the LLCQ Plan of Proposed Stratum.

Occupation Certificate has the same meaning as in the Act.

PCA means the Property Council of Australia Limited.

Performance Brief means the brief at Annexure B.

Personal Information has the meaning set out in the *Privacy Act 1988* (Cth).

Personnel means the Developer's officers, employees, agents, contractors or subcontractors.

Pitt Street Property means the land which is within the ADPG Block and which:

- (a) is comprised by Lot 7 in DP 629694; and
- (b) is shown as 'the Pitt Street Property' on the LLCQ Site Plan.

Planning Proposal means the revised planning proposal prepared by the City under section 55 of the Act in response to the request contained in the Revised LLCQ Planning Justification Report and attached to this Agreement in Schedule 4.

Premises means the premises for the Business Innovation Space Long Term Lease or the Business Innovation Space Short Term Lease

Public Art has the meaning given to it under Item 2.1(f) of Annexure A.

Public Benefits means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

Quantity Surveyor means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

Quantity Surveyor's Assessment means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Related Entity has the same meaning as in the Corporations Act.

Revised LLCQ Planning Justification Report means the document titled 'Revised Lend Lease Circular Quay Planning Justification Report and Outline Planning Proposal' prepared by BBC Consulting Planners on behalf of the Developer and dated December 2015.

Standards means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 8 of Schedule 3, which includes the City's Policies.

Sydney DCP means the *Sydney Development Control Plan 2012*.

Sydney LEP means the *Sydney Local Environmental Plan 2012*.

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Through Site Link means the proposed instrument and terms of easement to be created through the Commercial Tower in accordance with the 'Through Site Link' under the Sydney DCP and as set out in Schedule 3, clause 3.5 or as amended by both parties.

Transfer Land means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document.

Trigger Development Consent means a Development Consent or Development Consents which together allow:

- (a) a Commercial Tower to the height of 248m on the Pitt Street Property and "Mirvac Triangle"; and

(b) the Jacksons on George Remodelling,

and includes the provision of the:

- (c) George Street Plaza;
- (d) George Street Public Cycle Facility;
- (e) Laneway Level Public Plaza;
- (f) Public Artwork;
- (g) Community Building; and
- (h) Business Innovation Space Lease,

and which provides that the Commercial Tower may have:

- (i) a Gross Floor Area of not less than 60,000m² (subject to the consent authority awarding an additional 10% of Gross Floor Area on the basis that the Commercial Tower demonstrates design excellence) and which includes the Gross Floor Area of the Jacksons on George Property calculated on the assumption that the Jacksons on George Remodelling has been approved; and
- (j) a footprint and built form envelope generally as described in the Planning Proposal.

Underwood Street Stratum has the meaning given to it under Item 1 of Annexure A.

Works means the works contemplated under the Development Consent.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) A reference to **including** means "including, without limitation".
 - (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
 - (h) A reference to **this document** includes the agreement recorded by this document.
 - (i) Words defined in the GST Act have the same meaning in clauses about GST.
 - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. APPLICATION OF THE ACT AND THE REGULATION

2.1 Application of this document

This document is a planning agreement within the meaning of section 93F of the Act and applies to:

- (a) the Land; and
- (b) the Development; and
- (c) the amendment of the Sydney LEP in accordance with the Planning Proposal.

2.2 Public Benefits to be made by Developer

The parties acknowledge and agree that where there is an inconsistency between Annexure A and the Performance Brief, the Performance Brief prevails.

Clause 5, Schedule 3, Annexure A and the Performance Brief set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and
- (c) manner in which the Developer must deliver the Public Benefits.

2.3 **Application of sections 94, 94A and 94EF of the Act**

- (a) The application of sections 94, 94A and 94EF of the Act are excluded to the extent set out in Items 5 and 6 of Schedule 2 to this document.
- (b) For the avoidance of doubt, if the City imposes a condition of consent on a Development Consent for the Development under section 94 of the Act requiring payment of a contribution authorised by a contributions plan approved under section 61 of the City of Sydney Act 1988 (NSW), no further contributions pursuant to section 94 or section 94A of the Act are payable in relation to the Development.

2.4 **City rights**

This document does not impose an obligation on the City to:

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 **Explanatory note**

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3. **OPERATION OF THIS PLANNING AGREEMENT**

3.1 **Commencement**

- (a) Subject to clause 3.1(b), this document will commence on the date of execution of this document by all parties to this document.
- (b) Clauses 5 to 18 and the Schedules to this Agreement, other than clause 9 of Schedule 3, operate if (and only if):
 - (i) the Sydney LEP is amended in accordance with the Planning Proposal; and
 - (ii) the parties have entered into an agreement for lease in respect of the Business Innovation Space that fully incorporates the Detailed Lease Terms for the Business Innovation Space Short Term Lease or the Business Innovation Space Long Term Lease, as elected by the City pursuant to clause 9 of Schedule 3 to this Agreement.

4. WARRANTIES

4.1 Mutual warranties

Each party represents and warrants that:

- (a) (**power**) it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

- (d) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) (**no controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

4.2 Developer warranties

- (a) The Developer warrants to the City that, at the date of this document:
 - (i) it, or a Related Entity, is the registered proprietor of the Land with the exception of the Crane Land and the Mirvac Triangle;
 - (ii) it is legally entitled to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;
 - (iii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well

experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and

- (iv) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.
- (b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

4.3 **City Warranties**

The City warrants to the Developer that at the date of this document:

- (a) it either owns the freehold title to, or has a right to obtain the freehold title to, the Mirvac Triangle; and
- (b) it owns the freehold title to Crane Lane.

5. **PUBLIC BENEFITS**

5.1 **Developer to provide Public Benefits**

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

5.2 **City to transfer land to Developer**

- (a) The City agrees that, if requested, it will provide landowner consent in respect of any development application made by the Developer in respect of the Development.
- (b) The City shall, no later than 2 weeks after being notified, in writing, by the Developer that a Construction Certificate has been obtained for the demolition works required for the purposes of the Commercial Tower, sign and deliver the transfer instrument to the Developer, or to any person nominated by the Developer:
 - (i) freehold title to the Mirvac Triangle at no cost to the Developer; and
 - (ii) freehold title to Crane Lane:
 - (A) if the Construction Costs of the Community Building equal or exceed \$6,000,000 (the '**Offset Amount**'), at no cost to the Developer; or
 - (B) if the Construction Costs of the Community Building are less than the Offset Amount, for an amount equalling the Offset Amount minus those Construction Costs, with payment to be provided to the City by the Developer within 20 Business Days of the date that the Community Building Stratum is transferred to the City in accordance with Schedule 3.
- (c) The offset amount will be adjusted to a revised amount on each anniversary of the date of this document by applying the formula for

adjustment of the Guarantee Amount under clause 10.2 as if the Offset Amount is the Guarantee Amount.

6. COMPLETION

6.1 Date of Completion

The Developer must ensure that the Developer's Works reach Completion on or before the relevant date or milestone referred to in clause 1 of Schedule 3 of this document.

6.2 Developer completion notice

When, in the reasonable opinion of the Developer, each relevant element of the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and
- (c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

(Completion Notice). For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

6.3 Inspection by the City

- (a) The City's Representative, at all times acting reasonably, must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required documentation attached in accordance with clause 6.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:
 - (i) state that Completion has been achieved;
 - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of the City's Representative prevent Completion; or
 - (iii) issue a notice under clause 6.4(a).
- (b) Nothing in this clause 6.3, or any notice issued under this clause 6.3, will:
 - (i) reduce or waive in any manner the Developer's responsibility to:

- (A) deliver the Developer's Works in accordance with this document; or
- (B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by the City; or
- (ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

6.4 Non-completion of Public Benefits

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):
 - (i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and
 - (ii) the City may make a claim on the Guarantee in such amount as the City considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:
 - (i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 10.6 of this document; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,

and may recover all costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 10 will apply. To the extent that the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City.

- (c) If the City exercises its rights under this clause 6.4 to complete the Public Benefits, the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

7. INDEMNITY

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except where the damage,

expense, loss or liability suffered or incurred is caused by, or contributed to by, any act or omission of the City (or any person engaged by the City).

8. DEFECTS LIABILITY

8.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, the City may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 8. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause.

8.2 Defect in the Developer's Works

(a) If:

- (i) the Developer is in breach of clause 4.2 of this document; or
- (ii) the City notifies the Developer of a Defect in the Developer's Works within the Defects Liability Period,

then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Developer's Works.

(b) If the Developer is unable or unwilling to comply with clause 8.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 8.2(a), the City may:

- (i) rectify the Defect itself;
- (ii) make a claim on the Guarantee in accordance with clause 10 for the reasonable costs of the City in rectifying the Defect; and
- (iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to the City.

(c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.

9. REGISTRATION AND CAVEAT

9.1 Registration of this document

(a) The Developer:

- (i) consents to the registration of this document at the Land and Property Information on the certificate of title to the Land;

- (ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land (excepting the Crane Land and the Mirvac Triangle); and
- (iii) must within 10 Business Days of a written request from the City do all things necessary to allow the City to register this document on the certificate of title to the Land (excepting the Crane Land and the Mirvac Triangle), including but not limited to:
 - (A) producing any documents or letters of consent required by the Registrar-General of the Land and Property Information;
 - (B) providing the production slip number when the Developer produces the certificate of title to the Land at the Land and Property Information; and
 - (C) providing the City with a cheque for registration fees payable in relation to registration of this document at the Land and Property Information.
- (iv) The Developer must act promptly in complying with and assisting to respond to any requisitions raised by the Land and Property Information that relate to registration of this document.

9.2 Release of this document

If the City is satisfied that the Developer has provided all Public Benefits and otherwise complied with this document then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land.

10. ENFORCEMENT

10.1 Developer to provide Guarantee

The Developer must deliver the Guarantee for the Guarantee Amount to the City by the Guarantee Amount Due Date.

10.2 Adjustment of Guarantee Amount

On each anniversary of the date of the Guarantee (the "Adjustment Date"), if requested in writing by the City, the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$\text{RGA} = \text{GA} \times (\text{A}/\text{B})$$

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date

GA is the Guarantee Amount that is current on the relevant Adjustment Date

A is the Index Number most recently published before the relevant Adjustment Date

B is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

10.3 Right of City to claim on Guarantee

- (a) The Developer agrees that the City may make an appropriation from the Guarantee in such amount as the City, acting reasonably, thinks appropriate if:
 - (i) the Developer fails to comply with clause 4.2 of Schedule 3 of this document;
 - (ii) the Developer fails to comply with clause 5 of Schedule 3 of this document (provision of detailed design drawings and detailed costs estimate);
 - (iii) the Developer fails to comply with clause 2 of Schedule 3 (payment of Monetary Contribution);
 - (iv) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 6.4(a)(ii);
 - (v) an Insolvency Event occurs in respect of the Developer;
 - (vi) the Developer fails to deliver the Public Benefits in accordance with clause 6.4(b);
 - (vii) the Developer fails to rectify a Defect in accordance with clause 8.2 of this document;
 - (viii) the detailed designs for the Developer's Works are not finalised between the parties within 12 months of the date of issue of a Construction Certificate that approves the construction of any structures above the ground floor of the Development;
 - (ix) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the Development (or such later time as agreed by the City in writing); or
 - (x) the City incurs any other expense or liability in exercising its rights and powers under this document.
- (b) Any amount of the Guarantee appropriated by the City in accordance with clause 10.2 must be applied only towards:
 - (i) the costs and expenses incurred by the City rectifying any default by the Developer under this document; and
 - (ii) carrying out any works required to achieve the Public Benefits.

10.4 Expenditure by the City

If the City claims on the Guarantee to Complete the Developer's Works, then the City:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or
- (b) may expend more than the Guarantee Amount. If the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer.

10.5 Top-up and return of Guarantee

- (a) If the City calls upon the Guarantee in accordance with this clause 10 then the Developer must promptly provide to the City a replacement Guarantee to ensure that, at all times until the Guarantee is released in accordance with paragraph (b), the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.
- (b) If:
 - (i) the monies secured by the Guarantee have not been expended;
 - (ii) the City has concurred with Completion in accordance with clause 6.3(a)(i) of this document, taking into account any approved non-completion of Public Benefits approved by clause 6.4(a) of this document; and
 - (iii) the City has been provided with the security for the Defects Liability Period in accordance with clause 8.1,

then the City will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 6.3(a)(i) of this document.

- (c) If, following expiry of the Defects Liability Period, the City is satisfied, acting reasonably, that all defects have been rectified in accordance with clause 8 then the City must promptly return to the Developer the portion of the Guarantee retained by the City as security for the Defects Liability Period.

10.6 Compulsory acquisition

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

- (a) this clause 10.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;
- (b) in this clause 10.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and
- (c) the Developer must pay the City, promptly on demand, an amount equivalent to all costs incurred by the City in acquiring the whole or any part of the Transfer Land as contemplated by this clause 10.6.

10.7 City's rights on Developer's default – Grant of Business Innovation Space Lease

If the Developer fails to procure registration of the Business Innovation Space Lease within 6 months of Completion (except where caused by the City) then the Developer will be deemed to have consented to the City compulsorily acquiring a leasehold interest in the Land on the terms of the Business Innovation Space Lease (that the City nominates) on and from the date which is one month after the date which is 6 months after Completion.

11. DISPUTE RESOLUTION

11.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 11.

11.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 11; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - (aa) provisions of this document; and
 - (bb) acts or omissions of any person, relevant to the Dispute; and

- (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.
- (c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

11.3 Not use information

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 11 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 11 for any purpose other than in an attempt to settle the Dispute.

11.4 Condition precedent to litigation

Subject to clause 11.5, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

11.5 Summary or urgent relief

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

12. TAXES AND GST

12.1 Responsibility for Taxes

- (a) The Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits.
- (b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 12.1(a).

12.2 GST free supply

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

12.3 Supply subject to GST

To the extent that clause 12.2 does not apply to a supply made under this document, this clause 12.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 12.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 12.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 12.3.
- (f) In this document:
 - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
 - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

13. DEALINGS

13.1 Dealing by the City

- (a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must give the Developer notice of the Dealing within five Business Days of the date of the Dealing.

- (b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

13.2 Dealing by the Developer

- (a) Prior to registration of this document in accordance with clause 9, the Developer must not Deal with this document or the Land without:
- (i) the prior written consent of the City (not to be unreasonably withheld or delayed); and
 - (ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (b) On and from registration of this document in accordance with clause 9, the Developer may not Deal with this document unless it has provided the City with 14 days prior written notice of the proposed Dealing.

13.3 Extinguishment or creation of interests on Transfer Land

- (a) Prior to the dedication or transfer of any part of the Transfer Land to the City, the Developer must:
- (i) extinguish all leases and licences over the relevant part of the Transfer Land; and
 - (ii) use its best endeavours to extinguish all redundant encumbrances and those encumbrances that, in the City's opinion, would unreasonably impede the intended use of the part of the Transfer Land being transferred.
- (b) The Developer must comply with any directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land.

14. TERMINATION

- (a) Either party may terminate this document by notice in writing given to the other party if the Development Consent lapses or is surrendered by the Developer.
- (b) If this document is terminated then:
- (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
 - (ii) the Developer must take all steps reasonably necessary to minimise any loss the Developer may suffer as a result of the termination of this document;
 - (iii) the City will return the Guarantee to the Developer after first deducting any amounts owing to the City or costs incurred by the

City by operation of this document. If in exercising its rights under this document the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and

- (iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

15. **CONFIDENTIALITY AND DISCLOSURES**

15.1 **Use and disclosure of Confidential Information**

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 15.2 or 15.3.

15.2 **Disclosures to personnel and advisers**

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, potential investor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
 - (i) must ensure that any person to whom Confidential Information is disclosed under clause 15.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 15.2(a); and
 - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 15.2(b)(i).

15.3 **Disclosures required by law**

- (a) Subject to clause 15.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or

- (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:
 - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

15.4 Receiving party's return or destruction of documents

On termination of this document the receiving party must immediately:

- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

15.5 Security and control

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

15.6 Media releases

The Developer must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the City's prior written consent.

16. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it

is taken to have been received when the addressee actually receives it in full and in legible form.

- (b) A person's address and fax number are those set out in Schedule 1 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

17. **GENERAL**

17.1 **Governing law**

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

17.2 **Liability for expenses**

- (a) The Developer must pay its own and the City's reasonable expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.
- (b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

17.3 **Relationship of parties**

- (a) Nothing in this document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) No party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

17.4 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

17.5 **Time for doing acts**

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this document,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

17.6 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

17.7 Preservation of existing rights

The expiration or termination of this document does not affect any right that has accrued to a party before the expiration or termination date.

17.8 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

17.9 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

17.10 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to

make this document enforceable, unless this would materially change the intended effect of this document.

17.11 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

17.12 Inconsistency with other documents

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this document;
- (b) any Schedule to this document; and
- (c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

17.13 No fetter

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

17.14 Counterparts

This document may be executed in counterparts.

18. TRUSTEE – LIMITATION OF LIABILITY

- (a) In this clause, "Trustee" means Lendlease (Circular Quay) Pty Limited (ABN 18 604 906 685) in its capacity as trustee of the Lendlease (Circular Quay) Trust (ABN 70 131 986 485) ("Trust").
- (b) The Trustee enters into this Deed only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this Deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (c) The parties, other than the Trustee, may not sue the Trustee in any capacity other than as trustee of the Trust, including the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trust or prove in any liquidation,

administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).

- (d) The Trustee does not have to incur any obligation under this Deed unless its liability in respect of that obligation is limited in the same manner as in this clause 18.
- (e) The provisions of this clause 18 shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

Schedule 1

Agreement Details

ITEM	TERM	DESCRIPTION
1.	Land	<p>Means the land which is within the ADPG Block and which is comprised by:</p> <ul style="list-style-type: none"> (a) Crane Lane; (b) the George Street Property; (c) the Jacksons on George Property; (d) the Mirvac Triangle; and (e) the Pitt Street Property.
2.	Development	<p>Means the development of:</p> <ul style="list-style-type: none"> (a) Business Innovation Space (within the Commercial Tower) including the base building works; (b) Public Art; (c) the Commercial Tower; (d) the George Street Public Cycle Facility; (e) the George Street Plaza; (f) the Community Building; (g) the Lane Level Public Plaza; (h) the Laneways; (i) the Jacksons on George Remodelling; (j) the Bridge; and (k) retail development within the Commercial Tower lobby and the Laneways.
3.	City's Representative	<p>Name: Director City Planning Development and Transport</p> <p>Address: Town Hall House 465 Kent Street, SYDNEY NSW 2000</p> <p>Fax number: (02) 9265 9518</p>

4.	Developer's Representative	Name: Development Manager Address: 30 The Bond 30 Hickson Road, MILLERS POINT NSW 2000 Fax number: (02) 9383 8259
5.5.	Development Application	NA
6.	Guarantee Amount	<p>The parties agree the Guarantee Amounts for the Developer's Works are to be determined by a Quantity Surveyor, as agreed by the Parties and at the cost of the Developer, at the time of the submission of the first Development Application for the site. Separate Guarantees shall be provided for each of the following items:</p> <ul style="list-style-type: none"> 1. George Street Plaza 2. George Street Public Cycle Facility 3. Community Building 4. Lane Level Public Plaza 5. Laneways 6. Public Art 7. Business Innovation Space Base Building Works
7.	Guarantee Amount Due Date	Prior to the first Construction Certificate for the Development.

Schedule 2

Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	Planning instrument and/or development application (section 93F(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) Yes. (b) Yes. (c) No.
2.	Description of land to which this document applies (section 93F(3)(a) of the Act)	Item 1 of Schedule 1.
3.	Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 93F(3)(b) of the Act)	The changes to the Sydney LEP described in the Planning Proposal attached to this Agreement in Schedule 4
4.	The scope, timing and manner of delivery of Public Benefits required by this document (section 93F(3)(c) of the Act)	Schedule 3 and Annexure A.
5.	Applicability of sections 94 and 94A of the Act (section 93F(3)(d) of the Act)	The application of sections 94 and 94A of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections 94 or 94A will be required to be paid.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
6.	Applicability of section 94EF of the Act (section 93F(3)(d) of the Act)	The application of section 94EF of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under section 94EF will be required to be paid
7.	Consideration of benefits under this document if section 94 applies (section 93F(3)(e) of the Act)	Benefits are to be taken into consideration in determining a development contribution under section 94 of the Act.
8.	Mechanism for Dispute Resolution (section 93F(3)(f) of the Act)	Clause 11
9.	Enforcement of this document (section 93F(3)(g) of the Act)	Clause 10
10.	No obligation to grant consent or exercise functions (section 93F(9) of the Act)	Clause 2.3(b)
11.	Registration of this document (section 93H of the Act)	Clause 9
12.	Whether certain requirements of this document must be complied with before a construction certificate is issued (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
13.	Whether certain requirements of this document must be complied with before a subdivision certificate is issued (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
14.	Whether certain requirements of this document must be complied with before an occupation certificate is issued (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
15.	<p>Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (clause 25E(7) of the Regulation)</p>	Clause 2.5

Schedule 3

Public Benefits

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	Monetary Contribution Business Innovation Space Fitout	\$8,140,000 (as estimated) being an amount calculated on a rate of \$2,200 per square metre x net lettable area of the Premises and indexed in accordance with paragraph 2.2 below	To be paid no later than 3 months prior to Completion of the Business Innovation Space Base Building Works for the Premises as reasonably anticipated by the Developer	See clause 2 of Schedule 3.
2.	Transfer Land	The parties agree the Attributed Values for the Transfer Land are to be determined by a Quantity Surveyor, as agreed by the Parties and at the cost of the Developer, at the time of the submission of the first Development Application for the site.	When each of the following milestones are reached: (a) the first Occupation Certificate for Works for the purposes of the Commercial Tower carried out pursuant to a Trigger Development Consent has been issued; and (b) Completion of the Developer's Works	See clause 3 of Schedule 3 and clauses 1.1 and 3.2 of Annexure A.

		<p>(a) George Street Plaza Stratum:</p> <p>(b) George Street Public Cycle Facility Stratum:</p> <p>(c) Lane Level Public Plaza Stratum:</p> <p>(d) Community Building Stratum:</p> <p>(e) Laneways Stratum:</p> <p>(f) Underwood Street Stratum</p>	<p>has been achieved in accordance with clause 6 of this document.</p>	
3.	Developer's Works	<p>The parties agree the Attributed Values for the Developer's Works are to be determined by a Quantity Surveyor, as agreed by the Parties and at the cost of the Developer, at the time of the submission of the first Development Application for the site.</p> <p>(a) George</p>	<p>Before the issue of the first Occupation Certificate for Works for the purposes of the Commercial Tower carried out pursuant to a Trigger Development Consent.</p>	<p>In delivering the Developer's Works the Developer must comply with Annexure A to this document and the Performance Brief.</p>

		<p>Street Plaza:</p> <p>(b) George Street Public Cycle Facility:</p> <p>(c) Community Building:</p> <p>(d) Lane Level Public Plaza:</p> <p>(e) Laneways:</p> <p>(f) Public Art:</p> <p>[to the value of 1% of the Capital Investment Value of the Development and inclusive of any fees for professional services essential to deliver the artwork]</p> <p>(g) Business Innovation Space Base Building Works</p> <p>(h) Design of the Commercial Tower to meet Minimum Ecologically Sustainable Design Requirements</p>		
4.	Leasehold Land	The parties agree the Attributed Value for the Leasehold Land are to be determined by a Quantity Surveyor, as	To commence on the day after the day upon which the Occupation Certificate is issued for the Premises.	The parties must comply with clause 9 of schedule 3 of this document.

		agreed by the Parties and at the cost of the Developer, at the time of the submission of the first Development Application for the site. Business Innovation Space Lease:		
5.	Registration of covenant on Commercial Tower Registration of easement for Through Site Link (if approved as a result of the design excellence competition process) Registration of Lanes Development Restriction	Not applicable Not applicable Not applicable	Prior to issue of any Occupation Certificate for the Development Prior to issue of any Occupation Certificate for the Development Prior to issue of any Occupation Certificate for the Development	Terms of Covenant is to be as set out in Schedule 3, clause 3.4 Terms of easement is to be set out as in Schedule 3, clause 3.5 Terms of Covenant is to be as set out in Schedule 3, clause 3.6

2. PAYMENT OF MONETARY CONTRIBUTION

2.1 Payment

The Developer must pay the Monetary Contribution in the manner described in Table 1 of this Schedule 3 in cash or by endorsed bank cheque.

2.2 Indexation

If the Monetary Contribution is not paid to the City in the manner described in Table 1 of this Schedule 3 then at the date of payment the Monetary Contribution must be indexed as follows:

Monetary Contribution (to be provided) =

Monetary Contribution (as per item 1 of clause 1 above) x
(A/B)

where:

- A** is the Index Number most recently published before the date the Monetary Contribution is to be paid
- B** is the Index Number most recently published before the date this agreement commenced in accordance with clause 3.1 of this document.

If after the formula is applied the Monetary Contribution will be less than the amount stated in item 1 of clause 1 of Schedule 3 above, the Monetary Contribution will not be adjusted.

2.3 No trust

Nothing in this document creates any form of trust arrangement or fiduciary duty between the City and the Developer. Following receipt of the Monetary Contribution, the City is not required to separately account for the Monetary Contribution, report to the Developer regarding expenditure of the Monetary Contribution or comply with any request by the Developer to trace the Monetary Contribution.

2.4 Expenditure by the City

The City must apply the Monetary Contribution (and any part of it) to the Business Innovation Space Fitout. The City is under no obligation to the Developer as to whether the Monetary Contribution is applied to the initial Business Innovation Space Fitout or any further fitout of the Premises.

2.5 Business Innovation Space Fitout

The parties agree:

- (f) that the City has no obligation to engage the Developer to undertake the Business Innovation Space Fitout;
- (g) the Developer must act reasonably to coordinate and facilitate access to the Premises for the Business Innovation Space Fitout; .
- (h) the Developer must use its best endeavours to procure early access by the City to the Premises for the purposes of carrying out the Business Innovation Space fitout, however, the City acknowledges any such early access will not be provided earlier than 6 weeks prior to practical completion of the Commercial Tower;
- (i) in the final 12 months before Completion of the Commercial Tower the Developer must keep the City regularly informed in relation to the expected timing of practical completion of the Commercial Tower and the City's right to access the Commercial Tower for the purposes of carrying out the Business Innovation Space fitout;

- (j) if the Developer, having used its best endeavours, is unable to procure early access by the City for the purposes of carrying out the Business Innovation Space fitout, the Developer must ensure that the City is not impeded in accessing the Business Innovation Space post-practical completion; and
- (k) the Developer will reimburse the City for any costs incurred as a result of the City's fitout contractor being delayed from accessing the Business Innovation Space because of changes to the Developer's anticipated date of achieving practical completion of the Business Innovation Space.

3. TRANSFER LAND

3.1 Dedication of land – decision

The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:

- (a) dedicated to the City on registration of a plan of subdivision; or
- (b) transferred to the City on registration of a transfer instrument.

3.2 Obligations on dedication

The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW).

3.3 Obligations on transfer

- (a) The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:
 - (i) the City is given:
 - (A) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that is effective to transfer the title to the Transfer Land to the City when executed by the City as transferee and registered;
 - (B) the written consent to the registration of the transfer of any person whose consent is required to that registration; and
 - (C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- (b) The Developer (at the Developer's cost) is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

- (c) Subject to clause 13.3(a), the Developer must use its best endeavours to ensure that the Transfer Land is free of all redundant encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City (acting reasonably).
- (d) The Developer must indemnify and agree to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.
- (e) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), unless otherwise notified to and agreed by the City in writing in its absolute discretion.
- (f) If a Building Management Statement, Strata Management Statement or easement associated with a Building Management Statement or Strata Management Statement is required to be prepared and registered in relation to the Transfer Land, the City must approve the documents to the extent either instrument (in the City's reasonable opinion) impacts upon the Transfer Land. The Developer must act reasonably in considering City's approval of the instruments.

3.4 Covenant on Commercial Tower

A covenant benefitting the City and burdening the Developer must be registered on the land upon which the Commercial Tower is located such that the land cannot be used for residential, or serviced apartments. The Developer must, at its cost, take all steps required to register the covenant by the due date specified in clause 1 of Schedule 3. The terms of the Covenant are attached at Annexure C.

3.5 Through Site Link

An easement for a potential Through Site Link (if approved as a result of the design excellence competition process) must be registered on the Land. The Developer must, at its cost, take all steps required to register the easement by the due date specified in clause 1 of Schedule 3. The terms of the easement are to be agreed between the parties, acting reasonably, following approval of the Through Site Link.

3.6 Lanes Development Restriction

A covenant for the Lanes Development Restriction must be registered on the title to the Land. The Developer must, at its cost, take all steps required to register the Covenant by the due date specified in clause 1 of Schedule 3. The terms of the Covenant are attached at Annexure C.

4. DESIGN OF THE DEVELOPER'S WORKS

4.1 Scope of Developer's Works

- (a) The parties agree that:
- (i) the design of the Commercial Tower must meet the Minimum Ecologically Sustainable Design Requirements;
 - (ii) as at the date of this document, the nature and extent of the required Developer's Works is set out in Annexure A and the Performance Brief; and
 - (iii) the scope of Developer's Works includes all stages of design and documentation from Design Competition to completion of works.
 - (iv) further design refinement of the Developer's Works will have regard to:
 - (A) the extent to which the design of the Developer's Works has been approved by the City;
 - (B) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;
 - (C) the Attributed Value of the Developer's Works;
 - (D) the outcomes of the design competition for the Development including under clause 4.2;
 - (E) any modification to the Development Consent made and approved under section 96 of the Act or any other development consent granted that relates to the Developer's Works; and
 - (F) the reasonable requirements of the City, including in regard to the Standards.

4.2 Design Competition

- (a) The parties acknowledge that:
- (v) the Land forms part of Development Block 4 (as defined under the Sydney DCP); and
 - (vi) a competitive design project process for the Commercial Tower and Jacksons on George of the Development must be undertaken in accordance with clause 6.1.6.4 of the draft DCP (**Design Competition**).
- (b) The parties agree and acknowledge that:
- (i) all components of the Development are to be included in the Design Competition;

- (ii) the City (in its absolute discretion) may (by written notice), within 20 Business Days of determination of the Design Competition:
 - (A) accept the design of the Public Benefit components of the Developer's Works under the Design Competition;
 - (B) reject the design of the Public Benefit components of the Developer's Works under the Design Competition; or
 - (C) request amendments in relation to any of the Public Benefit components of the Developer's Works under the Design Competition;
- (iii) if clause 4.2(b)(ii)(A) applies, the Developer may carry out further design development in accordance with the requirements of this document and lodge a Development Application for the purposes of obtaining a Trigger Development Consent.
- (iv) if clause 4.2(b)(ii)(C) applies:
 - (A) the Developer must co-ordinate with the City to promptly provide, at the Developer's cost, updated design drawings for the Developer's Works, that must comply with the Performance Brief, in accordance with City's requested amendments; and
 - (B) the Developer may carry out further design development in accordance with the requirements of this document and lodge a Development Application for the purposes of obtaining a Trigger Development Consent which excludes the Developer's Works. For the purpose of this Development Application, Developer's Works will be described by way of building envelope plans and text descriptions that comply with the Developer's obligations in relation to the Performance Brief. The Developer will subsequently lodge a separate Development Application for the Developer's Works, once the City approves the amended design drawings for the Developer's Works;
- (v) if clause 4.2(b)(ii)(B) applies:
 - (A) the Developer (at its cost) must promptly arrange and provide a further design of the Developer's Works that must comply with the Performance Brief. The City will notify the Developer of the consultant(s) it requires the Developer to appoint to undertake this work. The Developer will not object to the appointment of any particular consultant so notified if that consultant is appropriately qualified and the Developer must, within 10 Business Days of receipt of notice from the City, appoint the required consultants; and
 - (B) the Developer may carry out further design development in accordance with the requirements of this document and lodge a Development Application for the purposes of obtaining a

Trigger Development Consent which excludes the Developer's Works. For the purpose of this Development Application, Developer's Works will be described by way of building envelope plans and text descriptions consistent with those contained within the Performance Brief. The Developer will subsequently lodge a separate Development Application for the Developer's Works, once the City approves the amended design drawings for the Developer's Works;

- (vi) if clause 4.2(b)(v) applies, the Developer will consult and agree with the City the brief and scope of the consultancy for the further design of the Developer's Works that complies with the Performance Brief. The Developer agrees that the City will be consulted for design review at each stage of the consultancy program and that further design work will not be initiated without agreement by the City.
- (vii) if the Developer fails to provide the updated design of the Developer's Works in accordance with clauses 4.2(b)(iv) and 4.2(b)(v) of Schedule 3, then the City may exercise its rights under clause 10 of this document in order to carry out the Developer's Works itself at the cost of the Developer.
- (viii) if, under this clause 4.2 any design refinement or amendments to the Performance Brief becomes necessary, the parties may agree appropriate amendments to the Performance Brief. The Performance Brief, as amended, shall be the Performance Brief for the purposes of this document. If the parties cannot agree an amendment of the Performance Brief within 30 Business Days after first meeting to agree appropriate amendments to the Performance Brief, clause 11 applies.
- (ix) for the avoidance of doubt, the Developer's Works must be Completed before issue of the first Occupation Certificate for the Commercial Tower.

5. FINAL DESIGN OF DEVELOPER'S WORKS

- (a) Within 3 months of the date that the City accepts, or is taken to have accepted, the design of the Public Benefit components of the Developer's Works under clause 4.2 (or a later time approved by the City in writing) but prior to the issue of the first Construction Certificate for the Development, the Developer must submit to the City's Representative for approval:
 - (i) detailed design drawings of the Developer's Works that reflect the plans and specifications set out in Annexure A; and
 - (ii) a detailed costs estimate (certified by a Quantity Surveyor) setting out the estimated cost of the Developer's Works.
- (b) Within 60 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate, the City will inform the Developer in writing as to whether the detailed design drawings and

costs estimate are approved. If the detailed design drawings or costs estimate are not approved, the City will inform the Developer in writing of what further information or modifications are required and the Developer will have a further 15 Business Days to re-submit the required information, following which the process outlined in this paragraph (b) will apply again.

- (c) Regarding the costs estimate, the Developer agrees that the City may:
 - (i) reject items included within the Quantity Surveyor's Assessment which are not directly related to the Developer's Works;
 - (ii) require substantiation for the costs of items where the amount estimated is considered by the City to be excessive;
 - (iii) require an adjustment to the costs estimate to reflect a variation to the design required under this clause 5 of Schedule 3.

- (d) If the Developer:
 - (i) fails to prepare the detailed design drawings or detailed costs estimate; or
 - (ii) does not provide further information or modify the detailed design drawings or detailed costs estimate,

in accordance with this clause 5 of Schedule 3, then the City may exercise its rights under clause 10 of this document in order to carry out the Developer's Works itself at the cost of the Developer.

- (e) The Developer agrees that the value of the Developer's Works may be adjusted following completion of the process set out in this clause 5 of Schedule 3. The Developer acknowledges that the scope of the Developer's Works will not change or reduce if the costs required to complete those works is greater than the amount estimated at the date of this document.

6. PREPARATION OF AND CHANGES TO CONSTRUCTION DESIGN DRAWINGS

- (a) Following approval of the detailed design drawings by the City in accordance with clause 5 of Schedule 3, the Developer must promptly:
 - (i) prepare construction design drawings that comply with the detailed design drawings; and
 - (ii) provide the City with a copy of the construction design drawings.
- (b) The City, acting reasonably, may by written notice to the Developer at any time, approve, vary or direct the Developer to vary the construction design drawings so that the Developer's Works reflect:
 - (i) the Standards;
 - (ii) a departure or discrepancy from the plans approved under clause 5 of Schedule 3; or

- (iii) any other standard or specification for materials or methodology for carrying out works that is adopted by the City from time to time, provided that any direction given under this clause 6(b)(iii) of Schedule 3 does not significantly increase:
 - (A) the cost of that element of the Developer's Works; or
 - (B) the complexity of implementation of the Developer's Works that may lead to a significant delay in the completion of the Developer's Works.
- (c) Within 20 Business Days of receiving a notice from the City under clause 6(b) of Schedule 3, the Developer must:
 - (i) to the extent practicable, use reasonable endeavours to comply with the notice given by the City; or
 - (ii) if the Developer determines that the notice given by the City is unreasonable or impracticable, notify a dispute in accordance with clause 11 of this document.

If the Developer does not provide any response during the 20 Business Days after receiving a notice from the City under clause 6(b) of Schedule 3, it is deemed that the Developer accepts the notice given by the City and will take all steps required to comply with the notice.
- (d) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 6(a) of Schedule 3 or for any errors, omissions or non-compliance with this document.
- (e) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen or otherwise affect the Developer's obligations under this document or constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

7. CONSTRUCTION OF DEVELOPER'S WORKS

7.1 Insurance

- (a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:
 - (i) worker's compensation insurance or registrations as required by Laws;

- (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
 - (iii) construction works insurance in relation to the Developer's Works; and
 - (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.
- (b) The Developer must submit a copy of all certificates of insurance to the City:
- (i) prior to commencing construction of the Developer's Works; and
 - (ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

7.2 **Approvals and consents**

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

7.3 **Construction work**

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;
- (c) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and
- (d) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

7.4 **Inspections by the City**

The City, as a party to this document and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

8. **STANDARDS**

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 41428 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- As 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

City Standards (All Works)

- City of Sydney Contaminated Lands DCP 2004

Public Domain Manual Sydney Street Technical Specifications

Sydney Parks Code

Creative Lighting Strategy

George Street Lighting Master plan

Sydney Signage Code

Wayfinding Strategy

- Sydney Street Design Code
- Sydney Lights Code
- City of Sydney Access Policy
- City of Sydney – SSCC – Construction Specification for Civil Works Design and Construction 2010
- City of Sydney Street Tree Master Plan 2011

Tree Management Policy

Street Tree Master Plan

Sydney DCP 2012: Tree Management Controls

Urban Forest Strategy

9. PREMISES

- (a) The City must provide written notification to the Developer as to whether it elects to enter into an agreement for lease based on the Detailed Lease Terms for the Business Innovation Space Long Term Lease or the Business Innovation Space Short Term Lease no later than 23 December 2017.
- (b) As soon as practicable following the City's election pursuant to paragraph 9(a), the parties will enter into an agreement for lease for the Business Innovation Space Lease which must contain the Detailed Lease Terms that apply to the City's election. The parties acknowledge that if the agreement for lease and Business Innovation Space Lease depart materially from the Detailed Lease Terms, this planning agreement must be re-exhibited before the parties can enter into the agreement for lease.
- (c) The parties agree that the Detailed Lease Terms are as set out below:

Business Innovation Space Long Term Lease – Detailed Lease Terms

Item	Terms
Landlord	Lend Lease (Circular Quay) Pty Limited or the successor in title to the Commercial Tower
Tenant	The Council of the City of Sydney
Commencing Date	The date that is 6 weeks after the date the Occupation Certificate is issued for the Commercial Tower (including the Premises)
Terminating Date	The date 99 years from the Commencing Date
Term	99 years
Land	The land on which the Commercial Tower is constructed
Building	The Commercial Tower
Net Lettable Area	Net Lettable Area of approximately 3,700m ² (subject to development approval and detailed design)
Premises	Within the first three commercial office floors within the Commercial Tower above ground level (being George Street), or another mutually agreed location.
Permitted use	Office accommodation for use by technology entrepreneurs and businesses promoting business innovation and economic development and any ancillary or supporting uses
Rent during Term	Net face rent of \$200 per square metre of NLA
Rent reviews during Term	4% on each anniversary of the Commencement Date with a market rent review with ratchet every 10 th anniversary of the Commencement Date
Outgoings liability	Tenant is responsible for its proportion of all rates, taxes, assessments, charges, duties and fees imposed by any Government Agency (except GST) in respect of the Premises and for its proportion of any services including electricity, water supply, drainage, sewerage, cleaning, building management, insurance, telecommunications connected to

	the Premises, repairs and maintenance (other than structural or capital costs) and all other reasonable and proper costs which are attributable to the City's use of the Premises.
Alterations to the Premises	The Tenant may carry out any alterations or additions to the Premises provided such alterations or additions do not affect the structure of or services to the Premises and provided it complies with all requirements of any laws or a Government Agency. The Landlord may provide consent (at its absolute discretion) to any requested alterations or additions that affect the structure of or services to the Premises.
Fitout	The Tenant will fitout the Premises and will determine if and when to upgrade the fitout of the Premises during the Term. In fitting out the Premises, the Tenant must comply with the Landlord's fitout and operational requirements, the building rating requirements and all requirements of any laws or a Government Agency. Within 12 months of the date of the Construction Certificate for the Commercial Tower, the Landlord must provide any fitout guidelines to the Tenant for the Business Innovation Space.
Tenant's items	The Tenant will own all fitout of the Premises, all loose items, furnishings, goods and chattels brought onto the Premises by the Tenant, all structures or additions installed by the Tenant within the Premises and fixtures, fittings, plant or other improvements affixed to the Premises by the Tenant.
Landlord's items	The Landlord will own plant, equipment, fixtures, fittings and services such as air conditioning, lifts, escalators, telephone systems, fire fighting or fire hazard reduction systems or security systems that do not form part of the Tenant's items.
Maintenance and repair	The Tenant must maintain, repair and keep the Premises in good repair, order and condition during the Term, having regard to fair wear and tear and the term of the lease. The Tenant is not required to repair or pay for the repair of any structural parts of the Premises or pay for any capital expenses unless the repair arises as a result of the Tenant's default, misconduct or negligence.
Make good obligations	At the end of the Term or sooner determination of the Lease, the Tenant must remove all loose items, furniture, goods and chattels and fitout, make good any damage caused by the removal, and surrender the Premises clean and free from rubbish and otherwise in accordance with the Tenant's obligations to maintain and repair the Premises. If the Tenant fails to comply with these requirements the Landlord may remove the items for the Tenant and dispose of or store these items and otherwise carry out the Tenant's obligations at the Tenant's expense.
Building or strata management statement and building or strata management committee	The Tenant will comply with the requirements of any building or strata management statement or building rules, provided that those statements or rules do not impose any unreasonable or inequitable burden on the Tenant, having regard to the use of the Premises.
Landlord inspection	The Landlord may inspect the Premises at reasonable times and on reasonable notice (not less than 5 business days), but not more than twice in any 12 month period unless the Landlord requires access to ascertain the repair and condition of the Premises, to determine if the Lessee is in breach, or to show the Premises to prospective investors in or purchasers of an interest in the Commercial Tower.

Assignment/subletting and licensing	<p>The Tenant may assign the lease with the prior written consent of the Landlord, such consent not to be unreasonably withheld. Provided that it complies with the terms of this lease, the Tenant may sub-let or licence any part of the Premises without the consent of the Landlord and without providing the Landlord with prior notice.</p> <p>The Landlord acknowledges and agrees that the Tenant can charge market rent to its sub-tenants (having regard to the Permitted Use) without making any payment to the Landlord in addition to the Rent.</p>
Insurance	The Tenant must take out and maintain public liability insurance for not less than \$20 million (or any other such appropriate amount having regard to the duration of the Term) for any single event, workers compensation insurance and building and contents insurance
Signage	The Landlord must place the Tenant's and sub-tenant's names (as advised by the Tenant to the Landlord) on the Commercial Tower's directory board. The Tenant must not affix or display any sign in the Premises which is visible from outside the Premises without the Landlord's prior approval.
Concierge/reception	The Tenant and its sub-tenants must be granted full rights to use of any concierge or reception services provided to the Commercial Tower by the Landlord.
Access	Subject to compliance with security requirements, the Tenant and its sub-tenants or licensees must be granted access to: <ul style="list-style-type: none"> • the Premises 24 hours a day, 7 days a week, including for the holding of events outside of business hours within the Premises; and • the end of trip facilities that form part of the Commercial Tower.
Demolition	From the 25 th anniversary of the Commencing Date, the Landlord may terminate the lease for the purpose of redevelopment of the Land or the Commercial Tower on providing not less than 2 years written notice to the Tenant.
Termination	<p>The Landlord may terminate the Lease only if:</p> <ul style="list-style-type: none"> • the Tenant becomes insolvent; • the Tenant is in arrears of payment of its rent or outgoings and does not rectify the breach within 2 months of receipt of a breach notice from the Landlord; or • the Tenant is otherwise in material breach of the terms of the Lease and does not rectify the breach within 6 months of receipt of a breach notice from the Landlord. <p>The Tenant may terminate the lease at any time for any reason by providing not less than 6 months written notice to the Landlord.</p>

Business Innovation Space Short Term Lease – Detailed Lease Terms

Item	Terms
Landlord	Lend Lease (Circular Quay) Pty Limited or the successor in

	title to the Commercial Tower
Tenant	The Council of the City of Sydney
Commencing Date	The date that is 6 weeks after the date the Occupation Certificate is issued for the Commercial Tower (including the Premises)
Terminating Date	The date that is 20 years after the Commencing Date
Term	20 years
Land	The land on which the Commercial Tower is constructed
Building	The Commercial Tower
Net Lettable Area	Net Lettable Area of approximately 3,700m ² (subject to development approval and detailed design)
Premises	Within the first three commercial office floors within the Commercial Tower above ground level (being George Street), or another mutually agreed location.
Permitted use	Office accommodation for use by technology entrepreneurs and businesses promoting business innovation and economic development and any ancillary or supporting uses.
Rent during Term	\$1, if demanded
Rent reviews during Term	There are to be no rent reviews during the Term
Outgoings liability	Tenant is responsible for its proportion of all rates, taxes, assessments, charges, duties and fees imposed by any Government Agency (except GST) in respect of the Premises and for its proportion of any services including electricity, water supply, drainage, sewerage, cleaning, building management, insurance, telecommunications connected to the Premises, repairs and maintenance (other than structural or capital costs) and all other reasonable and proper costs which are attributable to the City's use of the Premises.
Alterations to the Premises	The Tenant may carry out any alterations or additions to the Premises provided such alterations or additions do not affect the structure of or services to the Premises and provided it complies with all requirements of any laws or a Government Agency. The Landlord may provide consent (at its absolute discretion) to any requested alterations or additions that affect the structure of or services to the Premises.
Fitout	The Tenant will fitout the Premises and will determine if and when to upgrade the fitout of the Premises during the Term and any Further Term. In fitting out the Premises, the Tenant must comply with the Landlord's fitout and operational requirements, the building rating requirements and all requirements of any laws or a Government Agency. Within 12 months of the date of the Construction Certificate of the Commercial Tower the Landlord must provide any fitout guidelines to the Tenant for the Business Innovation Space.
Tenant's items	The Tenant will own all fitout of the Premises, all loose items, furnishings, goods and chattels brought onto the Premises by the Tenant, all structures or additions installed by the Tenant within the Premises and fixtures, fittings, plant or other improvements affixed to the Premises by the Tenant.
Landlord's items	The Landlord will own plant, equipment, fixtures, fittings and services such as air conditioning, lifts, escalators, telephone systems, fire fighting or fire hazard reduction systems or security systems that do not form part of the Tenant's items.
Maintenance and repair	The Tenant must maintain, repair and keep the Premises in good repair, order and condition during the Term, having

	regard to fair wear and tear and the term of the lease. The Tenant is not required to repair or pay for the repair of any structural parts of the Premises or pay for any capital expenses unless the repair arises as a result of the Tenant's default, misconduct or negligence.
Make good obligations	At the end of the Term or sooner determination of the Lease, the Tenant must remove all loose items, furniture, goods and chattels and fitout, make good any damage caused by the removal, and surrender the Premises clean and free from rubbish and otherwise in accordance with the Tenant's obligations to maintain and repair the Premises. If the Tenant fails to comply with these requirements the Landlord may remove the items for the Tenant and dispose of or store these items and otherwise carry out the Tenant's obligations at the Tenant's expense.
Building or strata management statement and building or strata management committee	The Tenant will comply with the requirements of any building or strata management statement or building rules, provided that those statements or rules do not impose any unreasonable or inequitable burden on the Tenant, having regard to the use of the Premises.
Landlord inspection	The Landlord may inspect the Premises at reasonable times and on reasonable notice (not less than 5 business days), but not more than twice in any 12 month period unless the Landlord requires access to ascertain the repair and condition of the Premises, to determine if the Lessee is in breach, or to show the Premises to prospective investors in or purchasers of an interest in the Commercial Tower.
Assignment/subletting and licensing	<p>The Tenant may assign the lease with the prior written consent of the Landlord, such consent not to be unreasonably withheld. Provided that it complies with the terms of this lease, the Tenant may sub-let or licence any part of the Premises without the consent of the Landlord and without providing the Landlord with prior notice.</p> <p>The parties acknowledge and agree that:</p> <ul style="list-style-type: none"> • the Tenant can charge market rent to its sub-tenants (having regard to the Permitted Use) without making any payment to the Landlord in addition to the Rent; and • the rent received from the sub-tenants by the City will be applied to the Outgoings, City's expenses in relation to the Lease and any sublease and investment in economic development within the City's local government area.
Insurance	The Tenant must take out and maintain public liability insurance for not less than \$20 million (or any other such appropriate amount having regard to the duration of the Term) for any single event, workers compensation insurance and building and contents insurance
Concierge/reception	The Tenant and its sub-tenants must be granted full rights to use of any concierge or reception service provided to the Commercial Tower by the Landlord.
Signage	The Landlord must place the Tenant's and sub-tenant's names (as advised by the Tenant to the Landlord) on the Commercial Tower's directory board. The Tenant must not affix or display any sign in the Premises which is visible from outside the Premises without the Landlord's prior approval.

Access	<p>Subject to compliance with security requirements, the Tenant and its sub-tenants or licensees must be granted access to:</p> <ul style="list-style-type: none"> • the Premises 24 hours a day, 7 days a week, including for the holding of events outside of business hours within the Premises; and • the end of trip facilities that form part of the Commercial Tower.
Termination	<p>The Landlord may terminate the Lease only if:</p> <ul style="list-style-type: none"> • the Tenant becomes insolvent; • the Tenant is in arrears of payment of outgoings and does not rectify the breach within 2 months of receipt of a breach notice from the Landlord; or • the Tenant is otherwise in material breach of the terms of the Lease and does not rectify the breach within 6 months of receipt of a breach notice from the Landlord. <p>The Tenant may terminate the lease at any time for any reason by providing not less than 6 months written notice to the Landlord.</p>

Schedule 4

Planning proposal

EXECUTED as a deed.

Signed, sealed and delivered for
THE COUNCIL OF THE CITY OF
SYDNEY by its duly authorised
officer, in the presence of:

Signature of witness

Name

456 Kent Street, Sydney NSW 2000

Address of witness

Signature of officer

Name of officer

Position of officer

EXECUTED by Lendlease (Circular Quay) Development Pty Limited (ABN 18 604 906 685) as Trustee for the Lendlease (Circular Quay) Trust (ABN 70 131 986 485) in accordance with s127(1) of the Corporations Act 2001 (Cth):

Signature of director

Name

Signature of director/secretary

Name

ANNEXURE A

Public Benefits – additional plans and specifications

1. TRANSFER LAND

The following land must be transferred in accordance with this Agreement.

1.1 Description of the Transfer Land

- (a) **George Street Plaza Stratum** means that area of land (being a stratum of limited depth and unlimited height) within the Land which is shown as 'the George Street Plaza Stratum' on the LLCQ Plan of Proposed Stratum.
- (b) **George Street Cycle Facility Stratum** means that area of land (being a stratum of limited depth and height) within the Land which is shown as 'the George Street Plaza Stratum' on the LLCQ Plan of Proposed Stratum.
- (c) **Lane Level Public Place Stratum** means that area of land (being a stratum of limited depth and unlimited height) within the Land which is shown as 'the Lane Level Public Place Stratum' on the LLCQ Plan of Proposed Stratum.
- (d) **Community Building Stratum** means that area of land (being a stratum of limited depth and unlimited height) within the Land which is shown as 'the Community Building Stratum' on the LLCQ Plan of Proposed Stratum.
- (e) **Laneways Stratum** means those areas of land within the Land which are shown as 'the Laneways Stratum' on the LLCQ Plan of Proposed Stratum. These strata are of limited depth and of unlimited height except for the part underlying the 'New Walkway Stratum' shown on the LLCQ Plan of Proposed Strata which is limited in height to the underside of that stratum.
- (f) **Underwood Street Stratum** means that area of land (being a stratum of limited depth and unlimited height) within the Land which is shown as 'the Community Building Stratum' on the LLCQ Plan of Proposed Stratum.

2. DEVELOPER'S WORKS

The following descriptions are not exhaustive and should be read in accordance with the Performance Brief. The parties acknowledge and agree that the Performance Brief provides the minimum standards the Developer is required to achieve in relation to the Developer's Works. Where there is an inconsistency between this annexure and the Performance Brief, the Performance Brief prevails. The parties agreed that the Developer's Works may be subject to shared facilities in the future. Any such shared facilities and shared costs associated with the facilities, will be subject to City's consideration and agreement. The following works must be constructed to the Standards and in accordance with this Agreement:

2.1 Description of Developer's Works

- (a) George Street Plaza

The Developer will construct and finish within the George Street Plaza Stratum a public plaza at no cost to Council. The George Street Plaza Stratum, at Council's discretion, will be classified by Council as operational land.

The George Street Plaza will include constructed public access stairs on the northern edge to lane level and will be drained, paved and lit to Council's reasonable requirements with finishes equivalent to granite.

The Developer will provide 3 phase power and water services to support creative activities in the plaza.

The George Street Plaza, together with the Lane Level Public Plaza and laneway network will be separately metered for both water and power to meet the City's ESD monitoring requirements.

The value of Crane Lane is not offset against delivering this component.

(b) George Street Public Cycle Facility

The Developer will construct, fitout and finish within the George Street Cycle Facility Stratum a public cycle facility which includes public amenities at no cost to Council.

The maximum area of the George Street Cycle Facility (including toilets) will be 677m² as measured from the City of Sydney's drawing entitled Indicative Layout; Bike Hub with 15m Retail Tenancies, dated July 8, 2014.

The George Street Cycle Facility Stratum, at Council's discretion, will be classified as operational land.

The Facility will include:

- provision for a target of 300 bicycles;
- a bicycle maintenance station;
- showers;
- toilet, towel station and airing cupboards;
- lockers;
- ironing station and hair dryer station; and
- way finding signage.

The value of Crane Lane is not offset against delivering this component.

(c) Community Building

The Developer will design and construct within the Community Building Stratum a high quality, double height plaza edge 'Community Building' including a ground, first floor to the eastern edge of the George Street Public Plaza with an accessible roof area and an option of a third floor

within the overall height approved for this building in accordance with Clause 5.2(c)(ii).

The objective of Community Building will include a minimum 5 metre high ground floor clearance to structure; a minimum 4 metre high first floor clearance to structure; and a minimum 3.3 metre clearance below plaza level unless otherwise agreed by the parties.

The Community Building will also provide internal access to the George Street Cycle Facility and include an internal glass passenger and cycle lift to provide access from George Street to the laneway and through to Pitt Street. The internal passenger lift may also serve as a means of public access between the George Street and Pitt Street (lane) levels.

The Community Building Stratum, at Council's discretion, will be classified as operational land.

Council and the Developer will continue to discuss, with a view to agreeing if possible, any restrictions on the use of the Community Building Stratum. However, this agreement does not depend on any restrictions being in place and any such restrictions will be subject to Council's agreement. The Community Building (excluding the Café) is to be constructed with an agreed fit out. The Café warm shell, with base building provisions to the City's reasonable specification is to be constructed. The Café warm shell will be at no cost to Council and will include façade (but will exclude floor, internal wall and ceiling finishes).

The Developer agrees to carry out the 'Community Building' works component on behalf of the City, to the City's reasonable specification including fit out) at cost (including reasonable sub-contractor margin, reasonable design fees and reasonable contingency allowance), without benefiting or charging for project management, development overhead or profit margin.

The Community Building together with the George Street Cycle Facility Stratum will be separately metered for both water and power to meet the City's ESD monitoring requirements.

(d) Lane Level Public Plaza

The Developer will design and construct and finish within the Lane Level Public Space Stratum a public plaza at no cost to Council.

The Lane Level Public Space Stratum (final area in square metres to be agreed), at Council's discretion, will be classified as operational land.

The plaza will be drained, paved and lit to the Council-required public domain standards and 3 phase power and water services to support creative activities in the plaza will be provided.

The value of Crane Lane is not offset against this component.

(e) Laneways

The Developer will design and construct within the Laneways Stratum public lanes that are drained, paved, serviced and lit (and contain an accessible zone for infrastructure services as required) to the City-required public domain standards at no cost to Council.

The Laneways Stratum, at Council's discretion, will be classified as operational land.

The value of Crane Lane is not offset against delivering this component.

(f) Public Artwork

The public artwork to be installed at a location agreed between the parties within the George Street Plaza and/or laneways and Lane Level Public Plaza. The public artwork must have a value at no less than 1% of the Capital Investment Value of the Development inclusive of any fees for professional services essential to deliver the artwork. This public artwork contribution is in addition to any other development contribution or condition that may be imposed.

(g) Business Innovation Space Base Building Works

The Business Innovation Space will be located within the three lowest floors of the Commercial Tower above ground (or another mutually agreed location) and will have a Gross Floor Area (GFA) of around 3,900m² with a Net Lettable Area (NLA) of around 3,700m².

The Business Innovation Space will be provided as a 'Warm Shell' base building with costs borne by The Developer as follows:

- Grade A commercial office space in accordance with the Property Council of Australia's "A Guide to Office Building Quality 2012" (for new buildings) including:
 - a) Base building core amenities (fully fitted out toilets), core lift lobby, shared lifts and fire stairs - operational (1:8 sq m occupancy):
 - i. minimum clear internal ceiling height of 3.85 metres;
 - ii. 5 Star Green Star As Built Rating, NABERS 5 Star Energy Rating and 4 Star Water Rating; and
 - iii. Separate metering of power and water to enable Council's ESD monitoring program;
 - b) Tenancy area (1:8 sq m occupancy):
 - i. Ceiling;
 - ii. Carpet;
 - iii. Supply points for power, water, communications , data etc in common riser;

- iv. Lighting, mechanical and life safety systems operational (based on open plan); and
 - v. Security - Proximity card (or similar) access system to shared lifts;
- c) In addition:
- i. Access to and from Underwood Street shared lobby;
 - ii. Access to shared office End of Trip facilities;
 - iii. Access to shared loading dock; and
 - iv. Shared common lobby directory signage.

The Developer will work with City to provide lift access to enable visitors to attend programmed functions/events within the Innovation Space outside regular building operating hours. Any additional scope beyond Warm Shell will be a fitout cost.

3. RELEVANT PLANS

3.1 LLCQ Site Plan

The LLCQ Draft Plans prepared by Rygate Surveyors dated 16 May, 2016 and attached at Annexure D.

3.2 LLCQ Plan of Proposed Stratum

The LLCQ Draft Plans prepared by Rygate Surveyors dated 16 May, 2016 and attached at Annexure E

ANNEXURE B

PERFORMANCE BRIEF

APDG Block 4 – Community Components Performance Brief

10 May 2016 v2



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1. Introduction

1.1 Overview

Lend Lease (the Developer) has offered to enter into a voluntary planning agreement (VPA) with the City of Sydney (Council) as part of the Development of 182 George Street and 33-35 Pitt Street, Sydney for an office tower community benefits including an associated lower scale building, a large public plaza on George Street, a smaller public plaza at Pitt Street level, an enhanced and expanded laneway network, public artwork as well as the use of innovation office space within the tower for a period yet to be determined by the Council.

As part of the VPA, Lend Lease (or their successors) will provide for the public benefits (the project) the following:

1. Dedicated Public Domain in the form of a large public plaza on George St, a secondary plaza on Rugby Place, and an enhanced laneway network;
2. A dedicated multi-use Community Building facing the George St Plaza and the lower level lane;
3. A dedicated Public Cycle Facility below the George St Plaza and accessible from both the Community Building and the laneway;
4. A cash contribution for fitout as well as the discounted lease of office space within the podium of the proposed tower building for the purpose of a business innovation space, including affordable office space for tech start-ups or other uses consistent with Council's Economic Development Strategy;
5. A dedicated major public artwork to be located in the George St Plaza.

1.2 Purpose of this Document

This Performance Brief sets out the minimum design and functional requirement for each component of the Public Benefit Offer provided by the Developer under a Voluntary Planning Agreement (VPA). The purpose is to inform and guide the design and delivery of the public benefits. This document shall be read in conjunction with Sydney Local Environmental Plan 2012, Sydney Development Control Plan 2012 and the VPA. Where there is an ambiguity between this Performance Brief and the VPA the higher quantum of benefit shall prevail.

1.3 Project Description

The project will create and deliver a connected public domain that will provide the City with a range of accessible public spaces and facilities that enhance the quality of the area both in terms of the built form, fine grain activities and the public domain. This project is an important element in the revitalisation of Sydney's laneways and small public spaces in the APDG block and is consistent with the recommendations captured within reports prepared by and for the CoS, such as the Sydney 2030 report¹, Public Spaces – Public Life², Open Sydney³ and the Fine Grain⁴, City Art⁵, Sydney Streets Code⁶, Street Tree Master Plan⁷, Cultural Policy and Creative City and draft Tech Start-Ups Action Plan.

An Operational Plan of Management will be prepared by Council for the public domain and separately for the Community Building.

The following is a broad description of the main components that will be provided by the Developer. The Council is not obligated to license back to the landowner or their tenants the use or benefit of the public benefits, but is not precluded from considering such requests in the future through normal statutory and commercial arrangements.

1.3.1 George Street Public Plaza

The design and construction of the George Street Public Plaza will be in accordance with the developed design agreed between the Council and the Developer and in accordance with the design principles and requirements set out in this brief.

1.3.2 Expanded laneway network

The design and construction of the public lanes will ensure they are drained, paved, serviced and lit (and contain an accessible zone for infrastructure services as required) to the Council design requirements and public domain standards.

1.3.3 Lane Level Public Space

This area is to be created on land outside and to the south of the Rugby Club for use as public space. The design and construction of the public plaza will be drained, paved and lit to Council design requirements and public domain standards. It will include infrastructure and services to support the intended use and activities within this public space.

1.3.4 Public Cycle Facility

The design and construction of a Public Cycle Facility will be located under the George Street Public Plaza and will also include public amenities to Council's performance specifications. The minimum area of the public cycle facility (including toilets) will be 677m².

The design and scope of works for the Public Cycle Facility are to be provided to Council's reasonable satisfaction and in accordance with this Performance Brief:

The facility will include but not limited to:

- provision of bicycles storage
- a bicycle maintenance station
- office and concierge counter
- repair workshop
- showers and changing cubicles
- toilet, towel station
- lockers, including a proportion of drying lockers
- ironing station and hair dryer station
- drying equipment
- way finding signage

1.3.5 Community stratum (including multi-use edge 'Community Building')

A high quality 'Community Building' will include at minimum, a ground, first floor and roof terrace located to the eastern edge of the George Street Public Plaza with an accessible roof area and an option of a third floor within the overall height approved for this building. The building will include a minimum 4.5 metre clear height below the ceiling finishes and services infrastructure to the ground floor; a minimum 3.5 metre clear height below the ceiling finishes and services infrastructure to the first floor.

The building will also provide internal access to the Public Cycle Facility and public amenities and will include an internal glass passenger / cycle-size lift to provide access from George Street to the laneway and through to Pitt Street. The internal passenger lift may also serve as a means of public access between the George and Pitt Street (lane) levels.

1.3.6 Business Innovation Space

Council will lease from the Developer podium level office space for use as an "Innovation Space" (as referred to in Council's draft Tech Startups Action Plan) or as a space to promote business innovation and economic development, consistent with the City's Economic Development Strategy.

1.3.7 The Link Bridge

A pedestrian unenclosed bridge of maximum defined width will link the George Street Plaza to the Commercial Tower Podium Lobby and will be designed as a bespoke high quality element, refined and minimalist in nature and visually unobtrusive.

1.3.8 Public Art

The developer will contribute an amount equivalent to no less than 1% of the Capital Investment Value of the Proposed Development (includes the provision of public benefits) towards the installation of a publicly owned artwork to be agreed by the City and at an agreed location on the land comprising the new George Street Plaza.

1.4 Project Objectives

The key objectives of the project are to:

- Ensure the publicly accessible open space is fronted with fine grain active uses and linked to surrounding streets with a network of lanes and through-site links that connect the area into the surrounding urban fabric.
- Deliver a vibrant, active precinct that small and large business and that enhances the City's global city reputation
- Maintain the legibility of the historical alignment of laneways and through-site links within the site
- Deliver spaces for respite within its urban context, and provide linkages to other green spaces within the City's network , including providing landscape within the public spaces
- Demonstrate design excellence and best practice environmental sustainability in design, construction and operation in both day and night modes
- Support Council's strategies and policies

1.5 Consultation requirements

An important aspect of the Project is the high profile nature of the facilities and public spaces, and the potential high level of scrutiny to which the project may be exposed. The Developer shall prepare a comprehensive consultation and communication plan including design review to be approved by Council. The Council will identify a list of stakeholders (internal and external) that are to be included within a stakeholder management plan prepared by the Developer to ensure that all stakeholders are consulted at the appropriate time and frequency including regular meetings with Council, in order to inform the progression of the design.

1.6 Approval milestones and deliverables

The Developer will submit milestones documentation packages in accordance with the milestones and deliverables description included within Appendix 1 for City of Sydney approval. The review milestone points will be as follows:

- Concept Design
- Schematic Design
- 50% Design Development
- 90% Design Development
- 100% Design Development
- 50% Construction Documentation
- 90% Construction Documentation
- 100% Construction Documentation

The Developer shall prepare a milestone report at each review milestone. The milestone report shall include a statement of compliance with respect to the design compliance with the Performance Brief requirements and any proposed design departures. The Developer shall present the milestone report to the Council. Council will have 20 business days within which to review the design report and associated deliverables before advising acceptance.

1.7 Program requirements

The Developer shall prepare a detailed program for the design and construction of the Works, showing the following:

1. Sequence of work;
2. Periods within which various stages or parts of the work are to be executed
3. The links between activities
4. Critical paths of activities related to the work
5. Allowance for holidays and rostered days off
6. Significant milestones, such and design reviews and cost plans

7. Activity inter-relationships, including those activities to be undertaken by subcontractors and suppliers, both on and off site;
8. External dependencies including approvals, sub-division and the creation of easements, authority requirements
9. Construction activities: including Dates of significant shop drawing submissions, and the procurement program for materials and equipment with long lead times.

1.8 Budget

The Developer shall provide cost plans for the Community Building which are clearly separable from all of the other Public Benefit components. Any components (e.g. plant) that are shared across the individual Public Benefit elements will need to have their costs apportioned by an independent Quantity Surveyor.

Cost reporting will occur consistent with the nominated approval milestone submissions and deliverables included within item 1.6 above.

1.9 Consultants

Following consultation with the Council, the Developer shall appoint or cause to be appointed persons as Design Consultants in relation to the carrying out of the Developers Works. The parties will co-operate and act reasonably and promptly in agreeing the appointment of the design consultants.

The Developer shall notify Council in writing of the persons which the Developer proposes to appoint as design Consultants in the following specific fields, to undertake the concept design, detail design, construction documentation and specification for the works to be delivered by the developer and dedicated to Council:

- 1) Architect
- 2) Urban Designer
- 3) Landscape Architect
- 4) Public Art Curator
- 5) Public Artist

The Council shall not object to the appointment of any particular person so notified if that person, in the reasonable opinion of the Council, is appropriately qualified and shall within 10 Business days of Council's receipt of the relevant notice, approve or reject the appointment.

2. Design Principles and Requirements

The design must satisfy all the design objectives, principles and requirements set out in this Performance Brief and be delivered; accordingly.

2.1 Overarching Design Principles

The Public Benefit components must be consistent with the design controls contained in the Sydney Development Control Plan 2012 – APDG Site Block 4. The development must set a benchmark in environmental sustainability and in the innovative engagement with the public through its built form and landscape. The design must deliver:

- High quality public spaces and facilities to meet the needs of a wide range of stakeholders and the community
- Integrate the new works with the greater network of public spaces and laneways within the City
- A precinct that is legible, present, an efficient use of space and be clear of unnecessary clutter.
- Vibrant, high quality pedestrian environments and places that encourage people to walk and linger
- A high quality laneway network that has a different character and diversity that offers a unique experience.
- Make the public domain a safe, comfortable, vibrant, accessible and connected place for people. No steps or level changes in the public space unless unavoidable;
- Improve pedestrian permeability in City North by strengthening laneway network and maximise the east-west permeability of the precinct
- Create legible, public connections through the site by ensuring open and direct views between George Street and Pitt Street, to and through the community building
- Connect with George Street Spine and other city plazas (open space network) and contribute to a linked series of park and garden spaces;
- Integrate the public spaces with the City's urban character and materials palette
- A unique architectural expression for the Community Stratum Building that is distinctive and contrasting against the surrounding architecture with connective spaces that are flexible and re-configurable
- Facilities that are highly flexible, multi-functional and promote environmentally sustainable building typologies that maximises energy efficient operations in both day and night modes
- Positive engagement with the community and provide amenity for them to interact and utilise
- Distinctive built forms for a range different end use functions which reflect the particular requirements of the various users
- Materially robust and serviceable finishes which are easy to maintain
- Celebrate the unique location through the ‘water square’ as per the City North Public Domain Plan. (Water square is a notional line that defines the historic demarcation of the water from the city).
- Imbed creativity through bespoke design solutions for building and public domain elements
- Prominent and easily accessible spaces and facilitate easy, no- barrier access for all
- Distinctive architecture surrounding the Public spaces and buildings
- Champion Public art and integrate it seamlessly within plazas and built form that will engage, inspire and delight people working in and visiting the precinct
- Flexible spaces, structures and finishes that can be repurposed to meet new demands as the City develops into the future.
- No exhaust vents or service structures for basement uses are to exit through the public domain. Built form that activates public space and minimise impact of any servicing on the plaza.

- Carpark ventilation should be integrated into the buildings at roof level (not including the Community Building), and not incorporated into the landscape spaces.
- All above-ground services must be discreet and integrated into the buildings.
- All underground services must be consolidated wherever possible, with recessed access covers used to ensure paving continues.
- Services, such as garbage collection and unloading, should be consolidated and considered on a precinct approach where possible.

2.2 Design Life and Life Cycle requirements

All of the public facilities and spaces should be designed to achieve a minimum 60 year life span. The life cycle replacement of major plant and equipment should be design around a 25 year life span operating under normal conditions and being regularly maintained in accordance with manufacture guidelines.

The public art should be designed for a minimum 25 year life cycle and a full maintenance manual is required prior to handover.

All components are to be robust and easy to maintain.

The Developer shall provide appropriate warranties for the materials and workmanship in accordance with those set out in Appendix 2.

2.3 Ecologically Sustainable design

Council's aspirations with respect to ecologically sustainable design are defined within its 2030 vision for the City. Environmental considerations are to be included in all aspects of building design and planning for operations, as indicated below:

- Design and construction will exceed GBCA Green Star 5 Star using the Design and As Built tool
- Sub-metering of both power and water services shall be provided to enable utilities usage tracking in line with Council's environmental performance monitoring program
- Design objectives should include maximising the use of recycled content in materials used in new construction, and minimising waste generated from any demolition excavation and in construction activities; for construction elements featuring new as opposed to recycled timber, products with environmental certification are anticipated
- Designs should allocate effective functional space for operational waste management such that resource recovery and effective separation of waste streams is enabled while retaining building amenity
- Designs should also provide for long life, low maintenance systems, materials finishes and fittings
- Designs should incorporate best practice low energy demand, energy efficiency and energy management systems e.g. passive solar design, cross-flow ventilation, optimal use of natural lighting, shading to reduce solar heat gain
- Designs should consider options for installation of renewable energy systems, such as gas or electrically boosted solar hot water and photovoltaic cells for generation of electricity, with greenhouse gas emissions reduction being the key determinant of systems viability.
- Designs should include for water efficiency and water saving measures, including highest available WELS Star-rated fixtures and appliances that are fit for purpose, grey water re-use, and rainwater harvesting. Recycled water, dual plumbing and any other requirements should also be included to capitalise on and connect to the scheduled precinct scale George Street recycle water scheme.
- Designs should incorporate best practice stormwater quality management techniques such that surplus roof and ground surface water discharged to the stormwater system exceeds minimum regulatory standards
- Designs should incorporate opportunities to promote, via use of effective signage, the best practice environmental building design and operation elements featured in the building and immediate surrounds.

2.4 Safety in Design

The proposed works shall comply with The National Construction Code (NCC) 2015 and all current Australian Standards and Disability Discrimination Act.

The proposed works shall be constructed to meet the DDA requirements including, but not limited to, ramps, signage, tactile, toilets and material use.

In designing and built spaces, these spaces must be designed to be safe and minimize risks to health for all users and at all times of the day and night.

Designers have specific duties to provide safe workplace designs under the New South Wales OHS Act 2000. The principles of “safe design” shall be rigorously applied in the design phase of the Project. It is critical that safety is considered from the outset and at all stages of design and construction.

Consultation with Council and key stakeholders will be required to be undertaken during all stages of design and construction.

Particular attention shall be paid to:

- Vehicle circulation
- Pedestrian circulation
- Building accessibility
- Servicing of the site for deliveries and refuse collection
- Fire vehicle access
- Cleaning and maintenance
- Risks of falls from height
- Crime prevention and protection of the public both during the day and at night time in accordance with Council’s Crime Prevention Through Environmental Design (CPTED) policy

2.5 Fit for Purpose

The Development must deliver a fit for its intended purpose as stated in or reasonably ascertainable for the Performance Brief.

2.6 Materials

Materials & finishes should be robust, serviceable and low maintenance in order to reduce operating costs and have suitable properties to enhance building user’s experience. For example: large painted areas should be avoided, self-finished materials such as metal cladding, stone, pre-cast concrete that is coloured or polished would be preferable. The design shall adopt passive measures to effectively reduce excessive heat retention in paving and roofing materials. Ecologically sustainable materials shall be used as a preference. The Council’s Public Domain standards and other design requirements nominated within this Performance Brief shall be adhered to.

Windows and glazed facades should be designed to be easily cleanable and positively discourage birds from perching and nesting. Self-cleaning glass shall be used.

External features such as sunshades, screens or pergolas etc. need to be robust in construction and designed suitably to address potential vandalism or inappropriate usage or climbing.

All floor finishes are to be co-ordinated with existing surround finishes and there are to be no unfinished external floor areas, retaining walls etc. as part of the urban fabric.

All finishes must comply with Council’s requirements and ease of access for cleaning and maintenance should be considered.

All exposed fixings and fixtures shall be the appropriate grade stainless steel.

Appropriate add mixtures are to be added to mortars or bedding compounds to negate salt efflorescence. Also materials are to be selected which have low leaching qualities.

2.7 Business Innovation Hub

The Business Innovation Space will be located within the three lowest floors of the commercial office tower (or another mutually agreed location) and will have a nominal Gross Floor Area (GFA) of 3,900m² with a nominal Net Lettable Area (NLA) of 3,700m² subject to development approvals.

The Innovative Space fitout will be an integrated approach with the base building shell and services connections in accordance with environmentally sustainable objectives. However, it is anticipated that the fitout will be modified during the lease period to accommodate tenant scalability and churn.

2.7.1 Access Provisions

The Business Innovation space will be accessed during normal business hours via a shared Tower lift lobby and George Street plaza. After normal business hours will be via controllable lift access arrangements which will be provided as part of the base building with access at a minimum via the “Underwood Street shared lobby” (and potentially via the through site link) which will be provided as part of the Warm Shell scope.

Access to the large public plaza on George St will be via the link bridge which will connect to the Tower Building podium lobby.

Access will be provided to a shared loading dock.

The Innovation space tenants will have access to the Tower End of Journey cycling facilities.

It will incorporate directory signage within the common building lobby.

2.7.2 Intended hours of operation

The Business Innovation Space will be accessible 24 hours per day, 7 days per week. However, the occupancy levels are likely to reduce in the early hours of the morning. The base building services infrastructure will need to be appropriately designed and configurable for this use pattern. This scope shall be included within Lend Lease’s warm shell.

2.7.3 Warm Shell

The grade of office space shall be in accordance with the Property Council of Australia’s “A Grade” guide to office building quality 2012 (for new buildings).

The warm shell shall include but not limited to a minimally finished interior, a heating and cooling (HVAC) system, drop ceilings, carpet, supply points for power, perimeter power outlets, ducted skirting, water, communications rack / frames, data racks/frames, backbone cable management systems, waste points for kitchens, restrooms, interior lighting, life safety systems (operational based on open plan), security – proximity card(or similar) access system to shared lifts and entry points and a Building Management System interface.

2.7.4 Fitout

Council will undertake the fitout of the warm shell space. The fitout will create an environment that accommodates constant change in technology, processes and disciplines. The fit out will respond to operating hours of the various tenant business for the daytime and evening staff, and the rhythm of flexible delivery activity - accommodating collaborative activity, mentoring and support services through the use of flexible and adaptable workspaces at a professional level.

The environment will be inspiring, unique, holistic and for the future. Each space should have its own character and individualism, but at the same time be integrated seamlessly throughout the accommodation areas. Buffer zones will be incorporated between certain functional areas to allow for acoustic, visual, or security control.

Spaces within the accommodation reference the high tech nature of what the tenants will produce and inspire creativity within the tenant staff through innovation and physicality.

The work areas will be a mix of open areas for workstations needing natural light and closed areas that require acoustic and lighting control. There will be a central collaboration space where the individual tenants can come together to showcase, critique and collaborate on projects and commercial ventures.

Circulation between the 3 levels will be via lift access and via the interconnection fire stairs. Card swipe access is to be provided.

2.7.5 Services Reticulation (Warm Shell)

The base building emergency escape lighting and exit signs may require modification to suit the tenancy layout and will comply with the relevant code.

The backbone cable management system should provide easy access and no pinch points to enable future equipment and wiring upgrades.

An overhead cable tray system is required for the distribution of power, data and audio/video throughout the facility. Three (3) separate cable trays are required to accommodate power, data and A/V respectively. If cable trays are supported by common mounting brackets (vertical stack) then the A/V tray should be at the bottom, the data cable tray

should be in the middle and the power cable tray should be located at the top closest to the soffit. Cable tray installation specifications are as follows:

- Tray width, main trunks – 600 mm;
- Tray width, room feeder – 300 mm;
- Cable tray support – L shaped bracket to enable easy cable installation;
- Cable tray separation;
- Power to data – 150 mm
- Power to A/V – 600 mm
- Electromagnetic shielding of A/V and data cables will be required if separation distances cannot be maintained. Parallel run of power and A/V cabling should be avoided where possible;
- Access to cable trays must not be impeded by other services; and
- Where cable tray access is impeded by ceilings, functional access must be provided via access panels in set ceilings.

2.8 Public Domain Stratum

The Public Domain Stratum refers to all the land within the precinct boundary not otherwise occupied by the tower or podium, footbridge, the community building or Jacksons on George Building.

The Public Domain Stratum includes, the expanded laneway network, the public space at laneway level and the George Street plaza.

As detailed in the site specific DCP, 6.1.5.4 New Squares – development of block 4, the combined area of the public plazas shall be a minimum of 1,800 square metres.

2.8.1 Public Domain Design Requirements

The design requirements set out here apply to all works delivered in the Public Domain of the precinct, as appropriate.

Pedestrians

- Ensure that there are seating and rest opportunities for people in the public domain, located for best comfort in relation to climatic conditions such as wind and sun.
- Ensure pedestrian movement through the precinct is safe from vehicles at all times
- Ensure that access through the plaza and the laneways is safe and equitable for all pedestrians, at all times. Lighting, fixtures and CCTV to be installed as required to meet City of Sydney codes and policies.

Vehicles

- Enable emergency and service vehicle access in laneways in accordance with the provisions of the DCP, and with a minimum impact on pedestrian priority.
- Enable emergency and maintenance vehicle loads on the plaza.

Paving

- All paving to comply with City of Sydney Codes and Technical Specifications.
- Council to approve final paving detail design, specification, source location and supplier. City granite is the base case, bespoke higher quality can be explored with City approval.
- Minimum standard of Granite throughout the precinct, including laneways. Asphalt is not an acceptable finish in the laneways of this precinct.
- Plaza paving design to be trafficable, allowing for a 60mm granite paver. Build up to plaza paving as required to support emergency vehicles and event vehicles.
- The plaza is considered a ‘Special Application’ in the City of Sydney Streets Code, and paving should vary from the standard accordingly.

- Paving in the laneways is to be a minimum standard of granite setts, as per the Streets Code. Paving design, specification and installation in the laneways to meet RMS guidelines for shared zones, including variation in paving colour and unit size.
- Laneway paving and build-up to be minimum required to bear loads from service and emergency vehicles.
- Paving design, detail and specification to incorporate interpretive elements as per the agreed Public Domain Design and including representation of the ‘Water Square’.

Steps and Walls

- Minimise any steps/level changes – in particular to the north.
- Steps and walls are to be of a high quality stone finish, and must comply with standards set out by City of Sydney public domain design codes, technical specifications, and Australian Standards for Access (and DDA).
- Steps to include wheeling ramp for bicycles.
- Final design and specification to be approved by the City.

Furniture

- Ample, comfortable, formal and informal seating opportunities to be provided.
- Seating to be integrated with other structures, where appropriate, to avoid a cluttered space.
- Where fixtures or furniture is proposed, it is to be specified from the City of Sydney new furniture suite unless the case for bespoke is made and agreed.
- Bins to be provided as required, in accessible locations, and to City of Sydney standards.

Outdoor dining

- May be permitted subject to approval by Council and consistent with Council policies (separate application)
- Outdoor dining zones must not encroach on space required for safe and comfortable movement for pedestrians and bicycles through the precinct, when the laneways are also in use by service or emergency vehicles.

Lighting

- Lighting strategy to be prepared for the precinct and agreed with the City, with lighting design to be tailored to the character of each space (subject to design competition).
- Ensure that lighting design and fixtures do not create uncomfortable glare or light spill for people occupying, travelling through, or overlooking the plaza or laneways. Allow for hidden lighting and deflection fittings as required.
- Lighting integrated into the adjacent building façades should provide indirect illumination of the public domain throughout the night.
- Allow for wall mounted lighting to all buildings to meet minimum lighting requirements for the laneways.
- Minimise the requirement for lighting fixtures that occupy space in the plaza or laneways. Allow for illumination of the public domain with lighting integrated with building facades, walls and other structures within the public domain.
- Account for ambient lighting from George Street and the community building in determining lighting requirements for the Plaza.
- Allow for uplighting of trees.
- Allow for lighting of public art elements.
- Allow for lighting of a water feature, if applicable.
- All lighting to be programmable for timing and colour.
- Meet safety requirements.
- City of Sydney standard light fixtures and fittings where fixtures are required or bespoke as approved by the City.

Signage

- No commercial signage to be located within the public domain, unless by agreement with Council.

- Allow for interpretive signage to be incorporated into the public domain, as described by a public domain design agreed with the City.
- City of Sydney Wayfinding Standard – Legible Sydney

Servicing

- No exhaust vents or service structures for basement uses are to exit through the public domain.
- Carpark ventilation should be integrated into the buildings at roof level, and not incorporated into the landscape spaces.
- All above-ground services must be discreet and integrated into the buildings.
- All underground services must be consolidated wherever possible, with recessed access covers used to ensure paving continues.
- Services, such as garbage collection and unloading, should be consolidated and considered on a precinct approach where possible.

Drainage and waterproofing

- Drainage systems to the public domain are to be designed in accordance with Council's Drainage Design Technical Specifications, including blockage factors.
- Allow waterproofing and drainage to all structures, slabs, set down planters or water features.

Trees and Planting

- Trees to be specified, supplied and installed to City of Sydney standards and specifications.
- Trees to be planted in locations where they will benefit from solar access to the plaza as per future Public Domain Design as agreed with Council.
- Provide mature (400L) trees, as per the future Public Domain Design as agreed with Council.
- All trees to be planted in deep planting zones set down from the finished plaza or laneway level. Trees are not to be planted in retained planting beds unless agreed with Council.
- Allow sufficient soil volumes in accordance with Section 4.9 Part D of the Street Tree Master Plan 2011 in the plaza for deep planting zones for trees. Minimum dimensions including depth to comply with City of Sydney Landscape Code (or guidance for planting on structure as set out in the Apartment Design Guide).
- Soil profile to comply with City of Sydney Landscape Code and Section 4 Part D of the Street Tree Master Plan 2011.
- City of Sydney standard tree guards and grates to be supplied and installed as required and as agreed.
- Final tree species to be agreed by council prior to supply, and specimens approved prior to installation. Trees to be grown and certified in accordance with AS 2303:2015 'Tree Stock for Landscape Use'.
- Minimum stock size for trees at 400L.
- Adequate water supply points to be installed to service planted areas. Specification to be agreed with City of Sydney.
- Underground services to be kept away from tree root zones of proposed trees.
- All planting beds and tree pits on structure to be adequately waterproofed, and finished to be flexible in use for the future.
- Planting beds (general)
 - Minimum soil requirements (mix, depth and profile) to City of Sydney Standards, including mulch.
 - Specification, supply and installation as per City of Sydney standards. City to approve prior to installation and completion.

City of Sydney Codes and Standards

Design, specification and construction is to comply with City Codes and Standards, where relevant:

- Public Domain Manual
- Sydney Streets Code
- Sydney Streets Technical Specifications

- Sydney Parks Code
- Sydney Lights Code
- Creative Lighting Strategy
- George Street Lighting Masterplan
- Sydney Signage Code
- Wayfinding Strategy
- Tree Management Policy
- Street Tree Master Plan
- Sydney DCP 2012: Tree management controls
- Urban Forest Strategy

2.8.2 George Street Plaza

The following design objectives, principles and requirements relate specifically to the George Street Plaza. Design and delivery of the plaza must meet these standards in addition to the general standards set out above.

Design Objectives

- Create a distinctly public plaza that is open and connected to the urban context:
- The plaza has a functionally and visibly continuous relationship with the primary adjacent public space, being George Street; and
- The plaza is graded to comfortably facilitate a variety of social functions including table and chair seating and engage with adjacent built form; and
- Activities within the community building will be able to extend out into the plaza, without impediment, when required.
- Create a public plaza with a unique and distinguishable identity

Design Principles

- Make a plaza that is flat and level with George Street and is treated as a continuous open space.
- Make a public plaza that connects the activities contained within the community building with the activity of the City Streets.
- Make a public space that is flexible in use and can functionally support and interchange uses with the community building.
- Make a new, public space within the City's network of public space that is suitable for a variety of uses by people, including table and chair seating, and cultural events.
- Maximise opportunities for activation of the Plaza by managing levels and interfaces with surrounding buildings and spaces, in particular with the community building and existing built form.
- Make a place of respite from the harder urban spaces adjacent by incorporating natural elements including water and /or trees and other plantings.
- Introduce green plantings and trees to support the identity, character and links to other nearby public spaces of Jessie Street Gardens and Macquarie Place
- Make a public space clear from clutter and that is flexible in use.
- Make many places for people to sit, prospect and refuge, social seating and individual seating, temporary seating and table and chair seating.
- Design a space that is comfortable for people to sit and stay in the space throughout the year, and at various times of the day and night, accounting for existing and future wind, sun and noise conditions.
- Ensure pedestrian desire lines are effectively managed to maximise space in the Plaza and create efficient paths of travel through the precinct.
- Create visual connections to laneways from the plaza (east-west and north-south).
- Be designed to create a human scale environment in the large scale context.
- Maximise sun and views into the Plaza and laneway network
- The Plaza must be designed so that:
 - The overall size of the Plaza is maximised
 - The requirement for balustrading or hand rails is negated

- There is graded access from the community building reception from George Street (to facilitate 24hr lift access between plaza and laneways).
- Jacksons on George edge of plaza
 - Generous space allowed for pedestrians to travel from George Street to Rugby Place.
 - Minimise level changes between the plaza and Jacksons on George finished floor levels at ground floor, to promote activation and definition of the space.

Additional Design Requirements

- The plaza must be a direct continuation of public space, with no steps or ramps, measured in a perpendicular direction, from the frontage of the community building, through the plaza to the kerb of the footpath on George Street.
- The plaza must be level with George street and have a flush threshold along the length of that boundary; and
- The plaza grade no steeper than 1:60, when measured perpendicularly from George Street boundary; and
- The finished floor level of the community building must have a level relationship with the plaza.
- Any structure required to achieve access to the tower from the George Street plaza shall not extend into the square beyond the alignment of the western frontage of the Community stratum.
- Allow for an independent and permissible junction at and below the plaza level, where the plaza meets the private properties to the north and south.
- The community building shall have a flush threshold with the plaza.
- Minimise level change between the Plaza and Jacksons on George.
- No exhaust to exit via the public domain.

Trees

- Allow minimum planting area for trees, set down from finished plaza level, of 80 sqm.
- Total area of deep planting zones may be broken into separate, smaller areas, where the minimum lateral dimension is no less than 4m provided that soil volumes are adequate.

Public Art

- Reinforce identity of public space and engages with the public

Services infrastructure

- Service infrastructure to be concealed within the public domain and not be an obstacle to pedestrian movement or function of the space.
- Provide 3 phase power outlets, 20amp outlets and 10 amp outlets within the George St Plaza adequate for temporary events and activities run by the Council. If the services are located within pits or service trenches, the lids are to be vehicle trafficable.
- Provide full WiFi coverage to the Plaza to achieve a minimum signage strength of -20 dBm and enable this system to integrate into any City of Sydney public WiFi system.
- Provide separate pumping facilities for the lift in the community stratum and public cycle facility to address a 1 in 100 storm events
- Charging points for wheelchairs
- Water points for cleaning, maintenance and for events

2.8.3 Expanded Laneway Network

Design Principles

- Connectivity within and through the precinct.
- Make it safe, comfortable and vibrant
- Shared zone with pedestrian priority

Drainage

Drainage systems in the public domain are to be designed in accordance with Council's Drainage Design Technical Specifications, including specifications of blockage factors.

2.8.4 Rugby Place and Rugby Place Plaza Design Principles

Design Principles

- Shared zone with pedestrian priority

Greening of the laneway to reinforce connection between smaller garden spaces in City north via Reiby Place and Bulletin Place

- Vehicular movements slowed by obstacles in the public domain
- Emergency vehicle access not to be obstructed by outdoor dining
- Ground floor activation – retail thresholds at grade with laneway
- Lighting at night from the building by wall mounted lighting

Design Requirements

- Investigate opportunities for green walls to building facades assist with greening the laneway without creating obstruction to movement.
- Green walls to City of Sydney Green Roofs and Walls Policy and Guidelines.
- Shade tolerant tree (or palm) species to be incorporated into design and delivered as per general planting requirements listed above.
- Tree species to be defined in consultation with City of Sydney arborist.
- Allow for uplighting of trees.
- Allow adequate clearance to substructures to allow City of Sydney standard minimum soil requirements where possible.
- Provide services infrastructure

2.8.5 Tower Link Bridge

A bridge will link the George Street Plaza to the Commercial Tower Podium Lobby and will be designed as a bespoke artistic element minimalist in nature and visually unobtrusive.

Key Design requirements:

- Maximum width at 4 metres.
- Must be designed by an architect/engineer possibly in collaboration with a public artist as an element of Public Art over and above 1% of project cost for public art
- Structure over laneway is to be a slim profile to maximise clearance to the laneway and minimise ramping requirements from the plaza.
- Incorporate a continuation of plaza paving finishes, must be visually part of the public domain (unless otherwise agreed).
- High quality balustrading to bridge edges– must be visually open or transparent and appear lightweight to allow views to and from the laneway.
- Be open, no roof
- Underside of bridge structure to be finished in a high quality and ensure the amenity of pedestrians utilising the laneway below
- Allow for movement joint to City of Sydney approval, at junction with plaza.
- The Bridge threshold shall not extend beyond the western face of the Community Building

2.9 Community Stratum (including multi-use edge Community Building)

2.9.1 Community Building Design Objectives

Purpose

- Provide a legibly public edge to the Plaza and the laneway
- Make a public destination at the heart and cross roads of the precinct

- Create a highly flexible multi-purpose facility and will be adaptable to a range of uses that will involve and change over time.

Potential Uses

The uses of the Community Stratum will include but not limited to:

- Small temporary exhibitions, performances and installations
- Visitors Information Centre
- Temporary pop up events
- Presentations and functions
- Media launches
- A café and or small bar
- Public gathering space
- Community workshop space
- Specialist retail

Community Stratum Design Principles

- Its own identity, distinct from tower
- Mediate the scale of the surrounding proposed towers, and humanise the place
- Make a clearly defined and active edge to the new public Plaza and laneway network
- Achieve a legible presence from George Street and Pitt Street (laneway level)
- Provide equitable access between laneway and Plaza 24hrs via a lift, to be located near to steps
- Be designed to accommodate different activities and with the possibility of being easily configured in a number of different ways. It will incorporate:
 - Modular wall systems that facilitates changeable volumes
 - Flexible services reticulation that can adapt to changes in the building configuration
 - Programmable surfaces – that can facilitate 2D, 3D and multimedia content
 - Adaptive furniture
 - A façade that will be activated / operable and permeable.
 - Day and night modes
 - A human scale, warm and tactile material finishes to the external faces of the building
 - A finer degree of detailing than the surrounding commercial developments
 - Variable acoustics to control reverberation under the various modes.
- Strive for carbon positive as target

2.9.2 Lower Ground

The lower ground floor will incorporate the entrance to the vertical circulation, lift and stairs. Access via this entrance will be managed through the security access control system and will operate in tandem with the opening times for the building. This entrance shall be separate to the Public Cycle Facility entry and exit.

The architectural design language of this level will be consistent with the rest of the Community Building.

The entrance should be easily discernible from the entrances to the retail and the Public Cycle Facility.

The vertical circulation should be identifiable from the laneway and should be transparent and illuminated at night to signify that it is operational. The stair should be high quality stone finish with stainless steel and glass balustrading, or similar quality material as agreed with Council.

Toilets / Amenities will be shared with the Public Cycle Facility in order to maximise the floor area with the Community Building and will be accessible via entry lobby. Security access is to be provided so that the users of the Community Building can access to Public Toilets when the Public Cycle Facility is closed.

2.9.3 Ground Floor

The entrance to the ground floor will be from the George St Plaza from the west. This entry may be accessed via the vertical circulation element or directly through the western façade in its open mode.

It is envisaged that the western façade of the building will be operable with a flat transition between the interior floors surface and the exterior paved surfaces of the Plaza

Provision for a Café is required on the ground floor, with benches and work surfaces that can be hidden away when ground floor space needs to be maximised. The detailed design of the café is to be developed in close consultation with Council.

The main space is to be a column free flat floor space, which is reconfigurable into a range of sizes and volumes. Operable walls can be utilised to divide the space up into different floor plans / room sizes.

Any building risers shall be hidden from view and incorporated within the building fabric.

Services reticulation should be hidden from view but accessible to support the modal changes to the building.

The floor live load capacity shall be a minimum of 7.5kPa UDL.

A minimum 4.5 metre clear height below the ceiling finishes and services infrastructure to the ground floor.

2.9.4 First Floor

The main space is to be a column free flat floor space which is reconfigurable into a range of sizes and volumes. Operable walls can be utilised to divide the space up into different floor plans / room sizes. The ground floor and first floor can be configured as separate spaces. A concealable office should be included.

The ground and first floors are to be connected via the stair and lift access. Access shall be maintained to the stair when volumes between levels are reconfigured.

The floor live load capacity shall be a minimum of 5kPa UDL.

A minimum 3.5 metre clear height below the ceiling finishes and services infrastructure to the first floor.

2.9.5 Roof Top

A roof terrace will be provided to the full extent of the roof area of the Community Building. The terrace will provide views down to the Plaza to the west and down the laneway network to the east and south. Access to the roof terrace will be via the circulation stairwell and the passenger lift. The roof terrace will complement the spaces below, as an optional fair weather function space.

- A space for a bar and associated storage is required, with appropriate power, data, water supply and waste
- Power and data connections in appropriate locations on the roof terrace
- Safe height balustrading that could also accommodate digital signage or simple interactive elements
- Any risers or services penetrations shall be shielded from view.

Portion of the terrace (up to 50%) shall include a roof garden which is integrated into the architecture of the building in such a way as to:

- Maintain a high quality aesthetic, when viewed from above
- Be flexible and modular
- Be easily accessible for the purposes of servicing and maintenance
- Accessible by the building users and the public

2.9.6 External Façade

The Building shall have multiple modes of operations:

1. Highly transparent so the that internal activities can be clearly seen and interpreted from the outside
2. Black box mode, where either the first, second or both floors can be visually blocked from external views and can block out natural light.

The façade shall provide weather protection to provide a dry area for external seating to the west of the building

The façade shall be operable to enable it to be opened up on the western façade. Consideration should also be given to views down to the laneway networks and potential openings along the eastern side.

The glass shall be low iron clear glazing with active controls for shading.

2.9.7 Plantrooms

The plantroom for the Community Building shall be located with the Public Cycle Facility plantroom in order to maximise the floor area. Noise from the plantroom shall be fully attenuated so that it is undetectable from the public domain or within the Community Stratum Building.

Plantrooms are to be designed so that plant replacement can be easily undertaken.

2.9.8 Building services

Mechanical

Each space will be provided with an air conditioning system consisting of condenser water packaged fan coil units. The system will be supplied from the central condenser water risers and located within the Public Cycle Facility area and controlled from a central building management system to provide heating and cooling to maintain occupant amenity. The system will be designed in accordance with the requirements of section J of the NCC.

Air-side equipment (exhaust fans, outside air supply unit where relevant) will be provided with variable speed drives as an energy saving measure. HVAC systems shall be designed to meet all of the air quality and supply requirements for each of the space while maintaining suitable acoustic requirements. Pressure sensors in risers and ductwork will be used to regulate the supply. Fan start/stop shall be controlled by temperature, and/or pressure sensors, and time clock based on the most appropriate and efficient approach. All equipment and plant shall conform to the required acoustic requirements.

The building will be provided with an open protocol BMCS comprising of a head end with a graphical interface of all mechanical plant and equipment. All sub metering and energy monitoring will be logged on the BMCS and accessed via the head end PC. The BMCS will be provided with internet access in order to allow remote access for maintenance staff as well as facility to provide critical alarm alert to relevant personnel.

Electrical

Power supply to spaces will be supplied at low voltage from the substation located within the Commercial Tower. Sub-mains will reticulate vertically within dedicated electrical risers or horizontally within ceiling spaces on dedicated trays for supply to dedicated services distribution boards and control panels on each floor. The metering location shall be located within common area electrical riser cupboards on each floor, with a distribution board located on each level for provision of lighting and power to the spaces.

The spaces shall be provided with high efficiency light fittings generally utilising LED lighting sources where deemed appropriate and in accordance with the dimming requirements. Lighting with the ground floor, first floor and roof shall be dimmable from 100% to 0% range.

Occupancy sensor controls and local switching will be used for back of house and amenity areas to suit the usage.

Emergency escape lighting and exit signs will be provided throughout the buildings to comply with the relevant code.

Cable management penetrations, other accessories and spare capacity to be addressed during the detailed design phase.

Cable management shall be as per AS/NZS3084 with 30% spare capacity for future cabling requirements.

The cable management system should provide easy access and no pinch points to enable future equipment and wiring upgrades.

Access to cable trays must not be impeded by other services; and

Where cable tray access is impeded by ceilings functional access must be provided either by the removal of ceiling tiles or by access panels in set ceilings

Audio Visual and Communications

Ensure Audio Visual connectivity is provided to all spaces within the Community Building.

The communication infrastructure will be of Fibre-to-the-Premises type, and thus fibre cables will be used along external lead-in path to the Community Building distributor rack. The fibre infrastructure shall be utilised for all communications services such as voice, data, BMS, security, and energy metering. Cabling is to be reasonably accessible for any future upgrades or repairs.

All network equipment and cabling required to create a Local Area Network (LAN) and active ICT equipment shall be provided as a part of the fit-out works.

WiFi coverage shall be across the entire building with minimum signal strength of -20dBm in any area

Hydraulic & Fire Services

The following hydraulic services will be provided to the Community Building and amenities:

- Potable cold water to all fixtures and fittings
- Hot water to all required fixtures and fittings
- Sanitary drainage and ventilation
- Fire Hose Reel service (if required)
- Sinks and drainage

The Hydraulic services for the Community Building will be designed in accordance with the following code and authority requirements:

- National Construction Code of Australia
- Detailed Performance Brief' Requirements
- City of Sydney Council Requirements
- NSW Plumbing & Drainage Code of Practice
- Sydney Water Corporation Requirements
- The Relevant Australian Standards including but not limited to;
- AS 3500 Parts 1-5
- AS5601

The quality of tapware shall be Hansgrohe or equal

Toilet pans to be P traps

2.9.9 Waste management / garbage room

The Community Building, Public Domain and Public Cycle will all generate waste on a daily basis. A precinct wide strategy should be developed in order to the manage waste both in terms of sorting for recycling purposes, but also storage and removal.

2.9.10 Interfaces

The Community Building is to have a strong relationship to the George Street Plaza, the Link Bridge to the Expanded Laneway Network. It should seamlessly integrate with all of these elements, with particular attention to detailing of:

- Levels and thresholds to ensure a continuous transition
- Intersecting planes of different materials
- Stormwater runoff control form vertical and horizontal surfaces
- Services integration within the built fabric
- Lighting – style and wash
- Compatible materials
- Movement joints
- DDA and other access provisions

2.9.11 Security requirements

The Community building can potentially operate in several different modes during the day and night depending on the types of activities and events taking place. The building security system will need to control access at each access point on the external building envelope, at each level for the lift and stairs and to the amenities on the lower ground floor.

2.9.12 Signage

Way finding signage shall be purpose designed and have a logical hierarchy to assist in visitor navigation. The signage design should reflect the overall design philosophy of the Community Building and associated public domain and is to comply with the Sydney Signage Code and City policies on Signage.

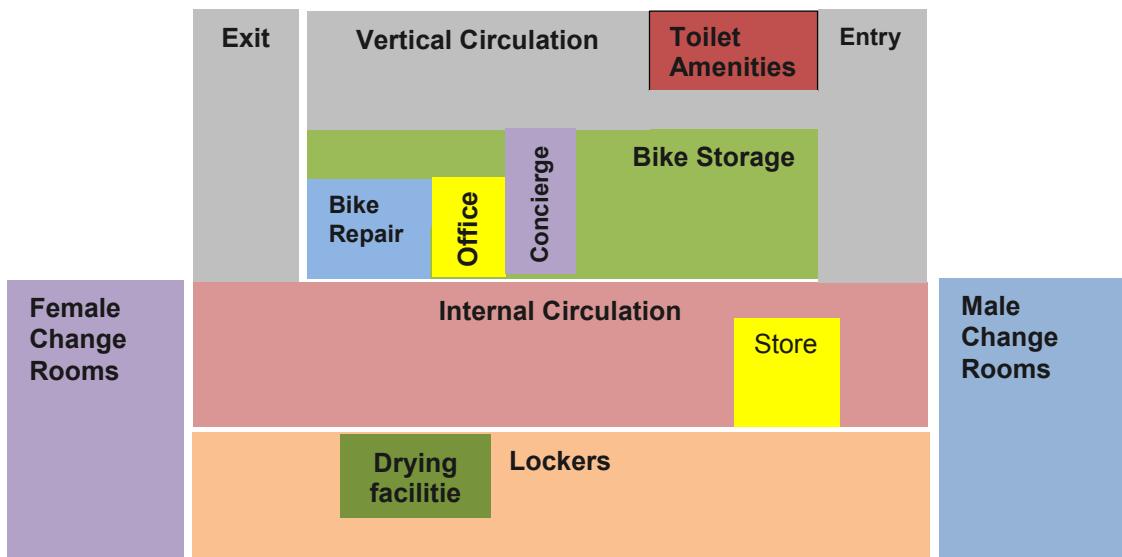
2.10 Public Cycle Facility

2.10.1 General requirements

The purpose of the Public Cycle facility is to encourage the office, retail and other workers in the surrounding area to cycle to work rather than drive and catch public transport. The facilities need to provide suitable amenities to cyclists to enable them to store their bicycles and related personal equipment, clothing and belongings; and to provide them with shower and changing facilities that may not be readily available to them at their place of work.

2.10.2 Functional relationships

The following diagram provides guidance on the anticipated functional relationships between each space within the End of Journey facilities. These relationships should be reviewed and tested with industry experts.



2.10.3 Space metrics

The following key space metrics are required for the facilities:

Floor Area

Maximum 677m²

Ceilings

Clear ceiling heights are to be maximised to allow double stack bicycle rack to be installed under building services.

Flush plasterboard ceilings are to be provided to all areas, with the exception of the bicycle storage area.

Office and Concierge counter

A two person office is to be provided for administration activities together with a well finished counter for concierge services. A full office fitout is to be provided.

Bike Storage

Bike storage for target 300 bicycles, there is to be a range of difference bicycle storage types:

- Min 10% hoops (Cargo bikes need go on hoops – wider storage widths to be provided to accommodate this type of bicycle).
- At least 10 spaces suitable for cargo bikes, tandems or handcycles
- Min 20% horizontal, single height, 50% E Bikes
- Min 30% double stacked (as per Barangaroo benchmark nominated below)

- The balance of the bicycle storage to be a mix of dynamic and vertical storage
- Spacing for bike racks as per AS 2890.3 (2015 version)
- Generous circulation is to be provided to cater for peak bicycle movement periods.
- Provide charging stations for E Bikes, stations shall include a 4 gang GPO (shared between two bikes), and a shelf for the charging unit.

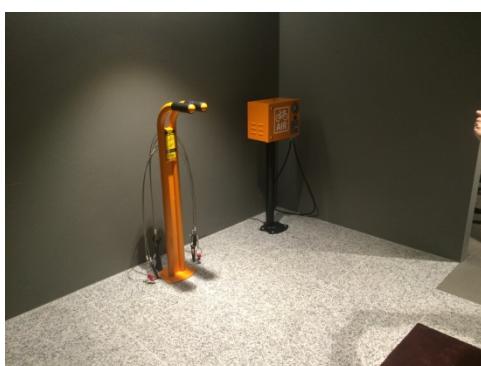
The following benchmark shall be used for double stacked bikes (Barangaroo)



The following benchmark shall be used for vertical bike storage (Grosvenor Place)



The bicycle repair station shall be provided within the general bicycle storage area, which shall include tools and air compressor pump, as per the following benchmark (Grosvenor Place)



Bicycle Repair workshop

A dedicated workshop space is to be provided for bicycle maintenance, with storage capacity for 20 bicycles at any one time. Work benches are to be provided for simultaneous repair of two bicycles at any one time. The waiting area should be adjacent with seating for 6 adults. Space for a vending machine should also be provided.

Female changing rooms and showers

Female changing rooms and showers – provide separate facilities for female cyclists to shower and change.

- Each shower cubicle shall include a separate area for changing, minimum size 1.1mx1.8m internally. Total target of 15 shower cubicles. The changing area shall include an integrated bench seat, hanging rails, shelf, soap dispenser, adjustable shower head (Hansgrohe or equal) and two clothes hook. All stainless steel fixings and fixtures.
- Each change rooms shall include a proportion of the built in lockers, built towel shelf / racks and disposal bins, hair drying facilities, seating, toilets, mirrors (full height and over bench), wash basins, ironing facilities (2 per change room), electric hand dryers.
- Shower screens to be a maximum of 50mm above FFL
- A towel service will be utilised

Male changing rooms and showers

Male changing rooms and showers - provide separate facilities for male cyclists to shower and change.

- Each shower cubicle shall include a separate area for changing, minimum size 1.1mx1.8m internally. Total target of 15 shower cubicles. The changing area shall include an integrated bench seat, hanging rails, shelf, soap dispenser, adjustable shower head (Hansgrohe or equal) and two clothes hook. All stainless steel fixings and fixtures.
- Each change rooms shall include a proportion of the built in lockers, built towel shelf / racks and disposal bins, hair drying facilities, seating, toilets, mirrors (full height and over bench), wash basins, ironing facilities (2 per change room), electric hand dryers.
- Shower screens to be a maximum of 50mm above FFL
- A towel service will be utilised

Lockers

All lockers are to be located in banks, accessible of the internal circulation areas and within the change rooms. 50% of the lockers are to be split between the male and female change rooms and 50% are to be located within the general internal circulation area. 30% of the lockers within the circulation area are to incorporate drying systems, as per the Grosvenor Place Benchmark shown below. A minimum target of 400 lockers are to be provided. The lockers are to incorporate programmable electronic key pads. The key pads are to be high quality with low battery usage.

Plasterboard bulkheads are to be provided above all lockers.

Lockers to be 400mm wide “step lockers” or a 300mm wide box locker type, or a combination of the two.

Drying facilities

- Separate banks of drying lockers are to be provided



Benchmark of a locker with a built in dryer (Grosvenor Place)

- Clothes spinning equipment (3 off) is to be provided to remove excess water from clothes prior to hanging.



Benchmark of the clothes spinning equipment (Grosvenor Place)

Storage

Provide a lockable store for consumables, linen storage (towels) including racks – provision for 350 towels

Provide a separate store for used towels

To maximise the storage space opportunities for the Public Cycle Facility and the Community Building, the space under the deep soil planting areas should be utilised for storage. Stored items may include but not limited to: chairs, table, consumables, brochures and marketing material etc.

Internal circulation

Provide a minimum width of 2 metres between locker faces, if arranged along both sides of a circulation path.

2.10.4 Finishes

All finishes are to be hardwearing, impervious to moisture and vandal proof. Stone finishes are to be utilised in the showers and change rooms. Applied finishes such as paint are to be avoided. Preference should be given to the substrates that only require sealing. The bicycle storage area floor shall be finished in a highly durable painted epoxy finish.

The finishes need to be high quality and well detailed.

Ensure that there are not horizontal surfaces above 1800 that will gather dust.

2.10.5 Fixtures

All fixtures are to be built in to the wall configuration or into the lockers. All fixtures should be hardwearing and vandal proof. Preference should be given to stainless steel fittings / fixtures.

As a minimum the following should be provided:

Shoe cleaning equipment is to be provided in two separate locations within the internal circulation zone. This equipment should be built into the locker banks.



Example of shoe cleaning equipment (Grosvenor Place)

2.10.6 Security / access

All doors are to be fitted with card swipes and are to open automatically upon swiping. Press to exit shall be provided on the opposite side of the door.

CCTV coverage is to be provided to all circulation areas, the bike storage area, entry and exits and to the vertical circulation.

WAP coverage is to be provided across the whole facility with a minimum signal strength of -20dBm in any area.

2.10.7 Signage

All signage is to have a consistent theme and graphic style

- Provide backlight illuminated external building signage (size , location and type to be agreed with Council)
- Provide directional / way finding signage
- Provide locker numbers, bike rack numbers, room numbers and names, including graphic symbols, braille signs etc.
- Statutory signage

2.10.8 Services

Provide air conditioning to the occupiable circulation areas, repair shop, change rooms and toilets areas. Ensure that there is high change-over of air to negate smells and stale air, provide an economy mode.

Separate temperature control is required for each change room, the office and the repair shop.

General power outlets are to be provided in each area. Quick charge points for mobile phones are to be included within the change rooms.

Separate pump out facilities are to be provided if required to cater for a 1:100 flood event.

2.11 Public Art

Public art is envisioned as part of the public benefits package within the George street plaza, laneway network and community building.

The developer will contribute an amount equivalent to no less than 1% of the Capital Investment Value of the Proposed Development towards the installation of a publicly owned artwork agreed by the City and at an agreed location on the land comprising the new George Street Plaza.

The process for delivery, conceptual approach and design of the public art should be consistent with Council's public art policy, relevant Strategies and guided by the Public Art Advisory Panel.

A Public Art Strategy identifying opportunities for public art on land within the public benefits package is required to be developed by a public art curator for City of Sydney approval. This Strategy and the integration of public art as part of the public benefits package and the tower development is also encouraged to be considered as part of the Design Excellence Competition process.

Additional public art will be separately delivered as part of the tower development as per the City's standard public art process, outside of the major artwork on land comprising the public benefits package and the dedicated budget nominated above.

2.12 Code Compliance

All aspects of the Public Benefit shall be in accordance with the latest version of the National Construction Code and applicable Australian Standards.

2.13 DDA

Unless otherwise agreed by the City of Sydney, the Developer shall comply with AS1428 Part 2 and AS1428 Part 4.2 which is currently in Draft form.

3. Appendix 1

Milestone Deliverables – Applies to public domain components and building components

Concept Design Milestone	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	<ul style="list-style-type: none"> ▪ Concept perspectives ▪ Concept floor or site plans ▪ Structure concept sketches ▪ Indicative wall and surface thicknesses ▪ List of requirements for COUNCIL interface works

Schematic Design Milestone	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	<ul style="list-style-type: none"> ▪ schematic perspectives ▪ public domain site plans or floor plans showing layouts, gradients, level changes, finishes and build-ups and location of major elements, risers and services space provisions and overall room dimensions ▪ Location of major structural elements ▪ Preliminary elevations and sections ▪ Wall thicknesses, slab thicknesses and zones for acoustic and wall finishes ▪ Sections showing structure, space allocations for services, deep soil and clear heights ▪ Co-ordinate major trunk engineering services with architectural forms ▪ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ▪ Preliminary Safety In design report ▪ Updated room data sheets ▪ Preliminary Room data sheets ▪ List of requirements for COUNCIL interface works

50% Design Development Milestone	Deliverables
<p>Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.</p>	<ul style="list-style-type: none"> ▪ Council requirements included from 30% review ▪ Updated site or floor plans showing updated layouts, gradients, cross falls and level changes including with adjoining development at boundaries; location of major elements, risers, plant and services space provisions. ▪ Finalised sizes of building structure and risers ▪ Updated elevations and sections ▪ Preliminary Engineering services equipment selections ▪ Co-ordinated Major Services runs (mech, Hyd, fire, elec and Security) and their relationship with the building structure ▪ Reflected ceiling plans showing preliminary services layouts ▪ Preliminary lighting concepts ▪ Preliminary proposed fixed and loose furniture layouts ▪ Preliminary door and window schedules ▪ Developed wall types, showing build-up of materials ▪ Draft Specification ▪ Developed cross sections and wall sections ▪ Preliminary Materials, finishes and joinery schedule ▪ Updated room data sheets ▪ Preliminary layouts of specialist equipment in each room ▪ Preliminary layouts of cable management systems and outlets for electrical, communication, security services and specialist AV and technical infrastructure ▪ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ▪ Acoustic report demonstrating compliance Brief requirements ▪ Load calculations - heat loads ▪ List of requirements for COUNCIL interface works

90% Design Development	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	<ul style="list-style-type: none"> ▪ Council requirements included from 60% review ▪ Updated site and floor plans showing layouts - frozen wall and slab configurations showing final gradients, cross falls and level changes including with adjoining development at boundaries ▪ Co-ordinated mechanical ductwork sizes, attenuators, major and branch runs, grille and diffuse locations ▪ Updated elevations and sections ▪ Engineering services equipment selections ▪ Coordinated locations and sizes of engineering services plant and equipment ▪ Updated Reflected ceiling plans showing co-ordinated services layouts ▪ Updated Specification ▪ Preliminary Internal elevations for technical spaces and wet areas at 1:50 ▪ Updated Proposed fixed and loose furniture layouts ▪ Developed cross sections and wall sections ▪ Updated materials, finishes and joinery schedule ▪ 1:20 wall sections and details ▪ 1:20 Joinery details ▪ Acoustic penetration details ▪ Acoustic details at 1:20 ▪ Preliminary window door schedules and details ▪ Preliminary door hardware and lock schedules ▪ Vertical transportation drawings ▪ Updated Room data sheets ▪ Updated Safety of Design Report ▪ Signage concepts ▪ updated layouts of cable management systems and outlets for electrical, communication, security services and specialist AV and technical infrastructure ▪ Preliminary Building Material report ▪ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ▪ Acoustic report demonstrating compliance Brief requirements ▪ List of requirements for Council interface works
100% Design Development	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	100% issue of the above including comments from 90% issue

50% Construction Documentation	Deliverables
<p>Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.</p>	<ul style="list-style-type: none"> ■ Council requirements included from 100% DD review ■ Updated floor plans showing layouts ■ Updated Co-ordinated mechanical ductwork sizes, attenuators, major and branch runs, grille and diffuse locations ■ Elevations ■ Updated Engineering services equipment selections ■ Updated locations and sizes of engineering services plant and equipment ■ Updated Reflected ceiling plans showing co-ordinated services layouts ■ Penultimate Specification issue ■ Updated Internal elevations for spaces and wet areas at 1:50 ■ Updated fixed and loose furniture layouts ■ Updated cross sections and wall sections ■ Updated materials, finishes and joinery schedule ■ Updated 1:20 wall sections and 1:5 details ■ Updated 1:20 Joinery details ■ Updated Acoustic penetration details ■ Updated Acoustic details at 1:20 and 1:5 ■ Updated window and door schedules and details ■ Updated door hardware and lock schedules ■ Updated Vertical transportation drawings ■ Penultimate Room data sheets ■ Updated Safety of Design Report ■ Signage documentation ■ Updated layouts of cable management systems and outlets for electrical, communication, security services and specialist AV and technical infrastructure ■ Updated Building Material report *see footnote 1 ■ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ■ Acoustic report demonstrating compliance Brief requirements ■ List of requirements for Council interface works

90% Construction Documentation	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	<ul style="list-style-type: none"> ▪ Council requirements included from 50% CD review ▪ Penultimate documentation issue(drawings and Specifications) ▪ Penultimate Room data sheets ▪ Penultimate Safety of Design Report ▪ Penultimate Building Material report *see footnote 1 ▪ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ▪ Penultimate Acoustic report demonstrating compliance Brief requirements
100% Construction Documentation	Deliverables
Developer to reconcile design against the Performance Brief and nominate any proposed design departures for review by COUNCIL.	<ul style="list-style-type: none"> ▪ Council requirements included from 90% CD review ▪ Final documentation issue(drawings and Specifications) ▪ Final Room data sheets ▪ Final Safety of Design Report ▪ Final Building Material report *see footnote 1 ▪ Ensure the design complies with the National Construction Code of Australia and other relevant codes and standards ▪ Final Acoustic report demonstrating compliance Brief requirements
Construction Phase	Deliverables
	<ul style="list-style-type: none"> ▪ Samples approval schedule ▪ Shop drawing schedules and drawings ▪ Prototype Schedule ▪ Test and Commissioning sheets ▪ Testing and commissioning results ▪ User Manuals and Quick reference guides ▪ Operations and Maintenance Manuals

Footnote 1 Building Materials Report

The Building Material Report must include the following information:

- details of the key building materials selected; and
- for each discrete building material selected:

- details of the reasoning for the proposed selection;
- details of the durability of the building material (including the potential for corrosiveness or otherwise);
- details of the appearance of the building material;
- details of the maintenance regime required for the building material;
- the local availability of the building material (especially in respect to replacement and ongoing maintenance);
- details of whether local trades have the requisite skills to install the building material and to carry out ongoing replacement and maintenance work;
- details of the ESD qualities of the building material; and
- details of the flexibility and adaptability features of the building material.

4. Appendix 2

Schedule of Warranties

Name of Warranty	Warranty from	Warranty to	Warranty Period (to commence from the Date of Completion)
Structure			
Permanent Rock Bolts	Designer and Installer	Principal	50 years
Piling (Collateral Warranty)*	Designer and Installer	Principal	50 years
Ground Anchors (Collateral Warranty)*	Designer and Installer	Principal	50 years
Architecture			
Termite Protection System	Manufacturer	Principal	10 years
Precast Concrete	Contractor	Principal	25 years
Light Steel Framing	Manufacturer and installer	Principal	20 years
Door Hardware	Supplier interlocked with Installer	Principal	5 years
Non-façade Glazing	Manufacturer and installer	Principal	10 years
Waterproof membrane External (Collateral Warranty)*	Supplier interlocked with Applicator	Principal	20 years
Waterproof Membranes Wet Areas (Collateral Warranty)*	Supplier interlocked with Applicator	Principal	15 years
Window Coverings	Installer	Principal	2 years fabric 5 years components
Tiling	Manufacturer	Principal	5 years
Carpet	Manufacturer	Principal	5 years

Name of Warranty	Warranty from	Warranty to	Warranty Period (to commence from the Date of Completion)
Anti Graffiti Coatings	Manufacturer	Principal	5 years
Internal paints	Manufacturer	Principal	5 years
External paints	Manufacturer	Principal	20 years
Resilient and Safety Flooring	Manufacturer	Principal	5 years
Epoxy Floor Coatings	Manufacturer	Principal	5 years
Metal Roofing <i>(Collateral Warranty)*</i>	Manufacturer	Principal	As published (but a minimum of 20 years)
Grid Ceilings	Manufacturer	Principal	7 years
Façade			
Façade System <i>(Collateral Warranty) *</i>	Designer, Fabricator and Installer	Principal	10 years
Structural Silicone	Supplier, Contractor	Principal	10 years
Automatic Doors	Supplier, Contractor	Principal	1 years
Hydraulics			
Plant, Equipment and Materials	Manufacturer/ Supplier	Principal	1 Year minimum or Manufacturer Warranty Period
Syphonic Rainwater Installation (Collateral Warranty)*	Designer and Installer	Principal	20 years
Fire Services			
Plant, Equipment and Materials	Manufacturer/ Supplier	Principal	1 Year minimum or Manufacturer Warranty Period
Piping and Wiring Systems	Manufacturer/ Supplier	Principal	1 Year
Fire Doors and Frames	Manufacturer/Installer	Principal	2 Years
Mechanical			
Toilet Exhaust System Thermal Performance	Designer /Fabricator/Contractor	Principal	40 years
TES Construction	Fabricator/Contractor	Principal	7 years

Name of Warranty	Warranty from	Warranty to	Warranty Period (to commence from the Date of Completion)
All Plant and Equipment	Manufacturer/ Supplier	Principal	1 Year minimum or Manufacturer Warranty Period
Piping and Wiring	Manufacturer/ Supplier	Principal	1 year
Electrical, Communications and Security			
Services and Equipment	Manufacturer/ Supplier	Principal	1 Year minimum or Manufacturer Warranty Period
Wiring Systems	Manufacturer/ Supplier	Principal	1 Year
Surge Protection	Manufacturer/Installer	Principal	5 years
LED's	Supplier	Principal	3 years
Lightning Protection System	Manufacturer/Installer	Principal	20 years
Vertical Transportation			
Lifts* <i>(Collateral Warranty)*</i>	Manufacturer and Installer	Principal	1 year minimum or Manufacturer Warranty Period
Other			
Sanitary and Kitchen Fittings and Appliances	Manufacturer	Principal	Manufacturer Warranty Period
All Fixed Joinery	Supplier/Installer	Principal	2 Years
All Loose Furniture	Manufacturer/Supplier	Principal	5 Years
External Pavements	Manufacturer/Installer	Principal	20 Years
Irrigation Systems	Manufacturer/Installer	Principal	2 Years
Roller Shutters and Grilles	Manufacturer/Installer	Principal	5 Years
Metal Finishes - Internal	Manufacturer/Installer	Principal	20 Years
Metal Finishes - External	Manufacturer/Installer	Principal	10 Years

ANNEXURE C

COVENANTS

1. TERMS OF COVENANT ON COMMERCIAL TOWER

The [*insert description of the Commercial Tower as at the date of preparing the Covenant*], as approved in the Development Consent, must be used for commercial purposes only and not for the purpose of Residential Accommodation, a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

2. TERMS OF LANES DEVELOPMENT RESTRICTION

1. Covenant by Grantor

The Grantor covenants with the Grantee that any individual street level premises provided in new and existing Buildings adjoining laneways within the Lot Burdened in accordance with the Development Consent that comprise Lanes Development Floor Space (but not including Jacksons on George), must not be redeveloped, consolidated or otherwise varied in a way that would cause one or more of the relevant premises to cease to satisfy each of the following criteria, without the prior written consent of Council:

- (a) have a Gross Floor Area of less than or equal to 100 square metres
- (b) not have direct access to any other premises in the relevant Building;
- (c) adjoin, and have direct access to, a lane (being a public road or right of access with a width of less than 6 metres or otherwise a lane approved by the City);
- (d) have a floor level of no more than 5 metres above the existing ground level of the relevant lane (being the lane referred to in paragraph (c) above); and
- (e) be used for the purpose of business premises, community facilities, entertainment facilities, food and drink premises, information and education facilities, pubs, indoor recreation facilities, a registered club or retail premises.

2. Persons empowered to release, vary or modify the restriction

This restriction may only be released, varied or modified with the consent of the Grantee.

3. DEFINITIONS

Building means a building on the Lot Burdened.

Development Consent means the consent, as modified from time to time under section 96 of the EP&A Act, granted to the development application [*insert*] and lodged with Council.

EP&A Act means the *Environmental Planning and Assessment Act 1979 (NSW)* (as amended).

Gross Floor Area has the meaning given in the LEP as at the date of this Instrument.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

DRAFT

ANNEXURE D

LLCQ Site Plan

DRAFT

LLCQ SITE PLAN

Draft
16th May 2016
Revision B

ALFRED STREET

NOTES :
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OR OTHERWISE MANIPULATED.
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(i) - GEORGE STREET PROPERTY
LOT 182 D P 606865 (1.14hm²)

(ii) - LOT 131 ON GEORGE PROPERTY
LOT 131 D P 606865 (485.9m²)

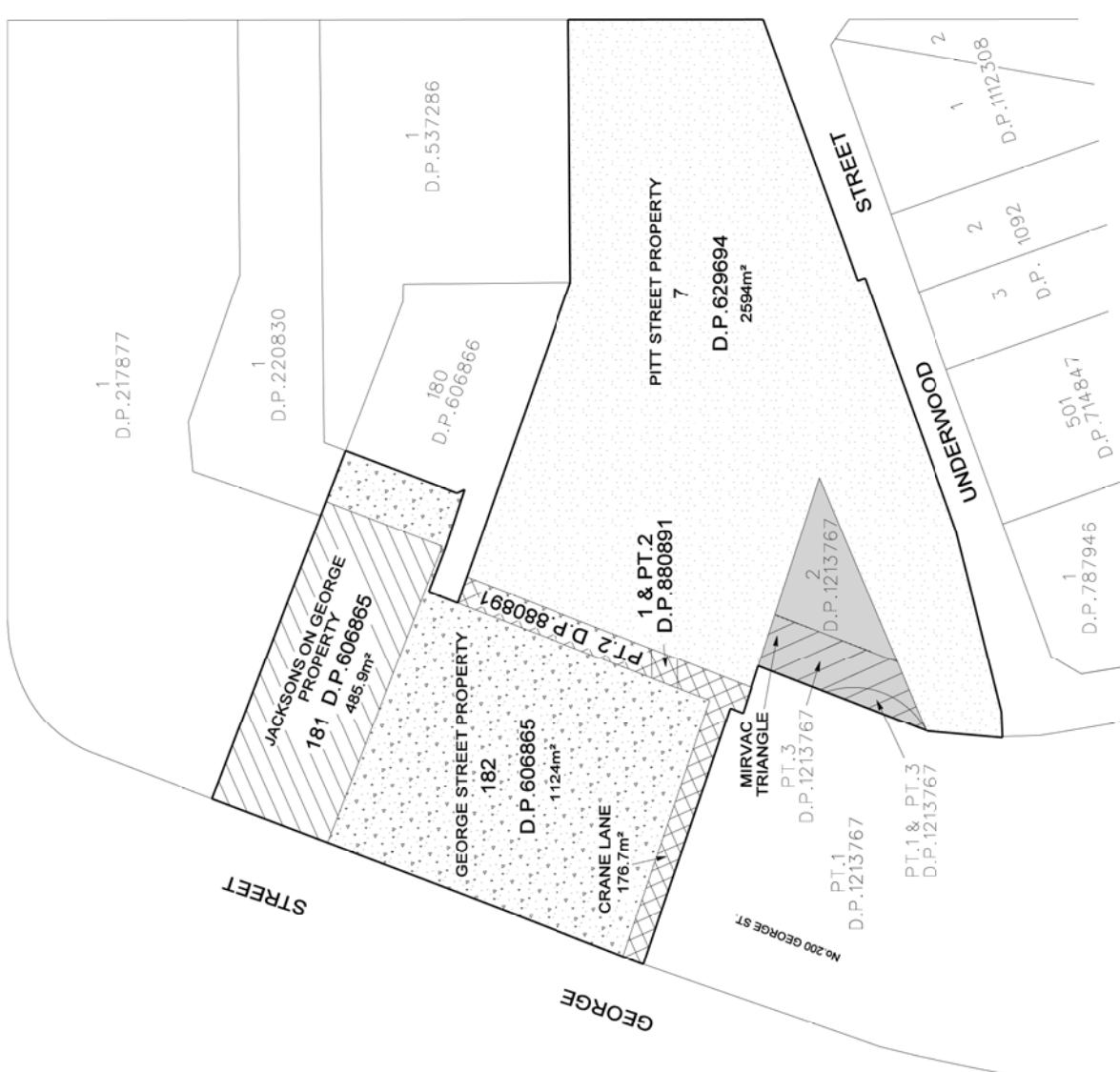
(iii) - MIRVAC TRIANGLE LOTS 2 & 3
D.P. 1213767 (2.18hm²)

(iv) - PUBLIC OPEN SPACE VIDE MIRVAC VPA
115.5m² (EX. ROAD 103.4m²)

(v) - ROAD TO BE DEDICATED TO COUNCIL
(VIDE MIRVAC VPA.) 103.4m²

(vi) - PITT STREET PROPERTY
LOT 130 B P 203864/256900

M.G.A. NORTH



LLCQ SITE PLAN

LAU REFERENCE No. /00524-LLCQ Site plan,sgn
REFERENCE No. PLAN No. DATE SHEET No. 1
76824

LLCQ SITE PLAN

Draft
16th May 2016
Revision B

(SN14) - [R1] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & IS UNLIMITED IN HEIGHT
(SN15) - [LLPSS] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & IS UNLIMITED IN HEIGHT
(SN17) - [GSPS] IS LIMITED IN DEPTH TO THE TOP OF [GSCFS] & UNLIMITED IN HEIGHT
(SN18) - [CBS] IS LIMITED IN DEPTH TO THE TOP OF THE LEND LEASE RETAIL STRATUM & IS UNLIMITED IN HEIGHT
(SN19) - [CBS] IS LIMITED IN DEPTH TO TCP OF [GSCFS] & IS UNLIMITED IN HEIGHT
(SN21) - [R1] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & LIMITED IN HEIGHT TO THE STRATUM OF [INWS]
(SN24) - [R8] (UNDERWOOD STREET WIDENING) IS LIMITED IN DEPTH TO THE OUTSIDE OF ROAD & IS UNLIMITED IN HEIGHT
(SN25) - [R1] IS LIMITED IN DEPTH TO THE TOP OF THE STRATUM OF [INWS] & IS UNLIMITED IN HEIGHT
(GSPS) - GEORGE STREET PLAZA STRATUM
[GSCFS] - GEORGE STREET CYCLE FACILITY STRATUM
[LLPSS] - LANE LEVEL PUBLIC SPACE STRATUM
[CBS] - COMMUNITY BUILDING STRATUM
[DS2] - INDICATIVE DEEP SOIL ZONE
[INWS] - NEW WALKWAY STRATUM
[R1] - LANEWAY
[R8] - UNDERWOOD STREET WIDENING

GEORGE STREET LEVEL & ABOVE

ALFRED STREET

STREET

STREET

STREET

(SN14) - [R1] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & IS UNLIMITED IN HEIGHT

(SN15) - [LLPSS] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & IS UNLIMITED IN HEIGHT

(SN17) - [GSPS] IS LIMITED IN DEPTH TO THE TOP OF [GSCFS] & UNLIMITED IN HEIGHT

(SN18) - [CBS] IS LIMITED IN DEPTH TO THE TOP OF THE LEND LEASE RETAIL STRATUM & IS UNLIMITED IN HEIGHT

(SN19) - [CBS] IS LIMITED IN DEPTH TO TCP OF [GSCFS] & IS UNLIMITED IN HEIGHT

(SN21) - [R1] IS LIMITED IN DEPTH TO THE TOP OF BASEMENT CARPARK & LIMITED IN HEIGHT TO THE STRATUM OF [INWS]

(SN24) - [R8] (UNDERWOOD STREET WIDENING) IS LIMITED IN DEPTH TO THE OUTSIDE OF ROAD & IS UNLIMITED IN HEIGHT

(SN25) - [R1] IS LIMITED IN DEPTH TO THE TOP OF THE STRATUM OF [INWS] & IS UNLIMITED IN HEIGHT

(GSPS) - GEORGE STREET PLAZA STRATUM

[GSCFS] - GEORGE STREET CYCLE FACILITY STRATUM

[LLPSS] - LANE LEVEL PUBLIC SPACE STRATUM

[CBS] - COMMUNITY BUILDING STRATUM

[DS2] - INDICATIVE DEEP SOIL ZONE

[INWS] - NEW WALKWAY STRATUM

[R1] - LANEWAY

[R8] - UNDERWOOD STREET WIDENING

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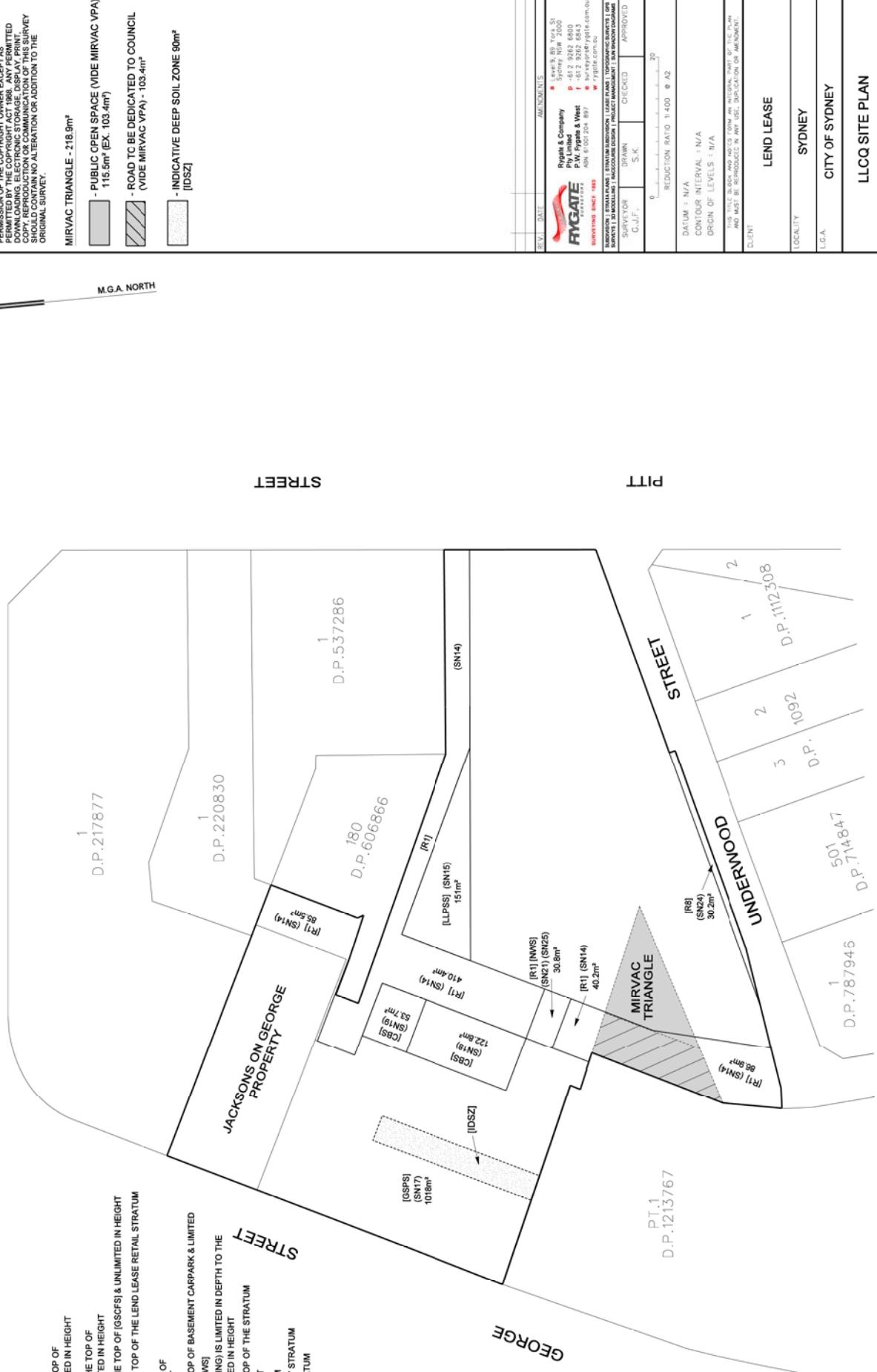
MIRVAC TRIANGLE - 218.9m²

- PUBLIC OPEN SPACE (VIDE MIRVAC VPA)
116.3m² (EX. 103.4m²)

- ROAD TO BE DEDICATED TO COUNCIL (VIDE MIRVAC VPA) - 103.4m²

- INDICATIVE DEEP SOIL ZONE 90m²
[DS2]

M.G.A. NORTH



NOTES :
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MIRVAC TRIANGLE - 218.9m²

- PUBLIC OPEN SPACE (VIDE MIRVAC VPA)
116.3m² (EX. 103.4m²)

- ROAD TO BE DEDICATED TO COUNCIL (VIDE MIRVAC VPA) - 103.4m²

- INDICATIVE DEEP SOIL ZONE 90m²
[DS2]

M.G.A. NORTH

LLCQ SITE PLAN
CONTRIBUTION LAND
(GEORGE STREET LEVEL & ABOVE)

CAD REFERENCE: No. 76824_George_St_2016-C5-16.Sign
REFERENCE No. PLAN No. DATE Sheet No. 3 SHEETS
76824 31/03/2016 or

ANNEXURE E

LLCQ Plan of Proposed Stratum

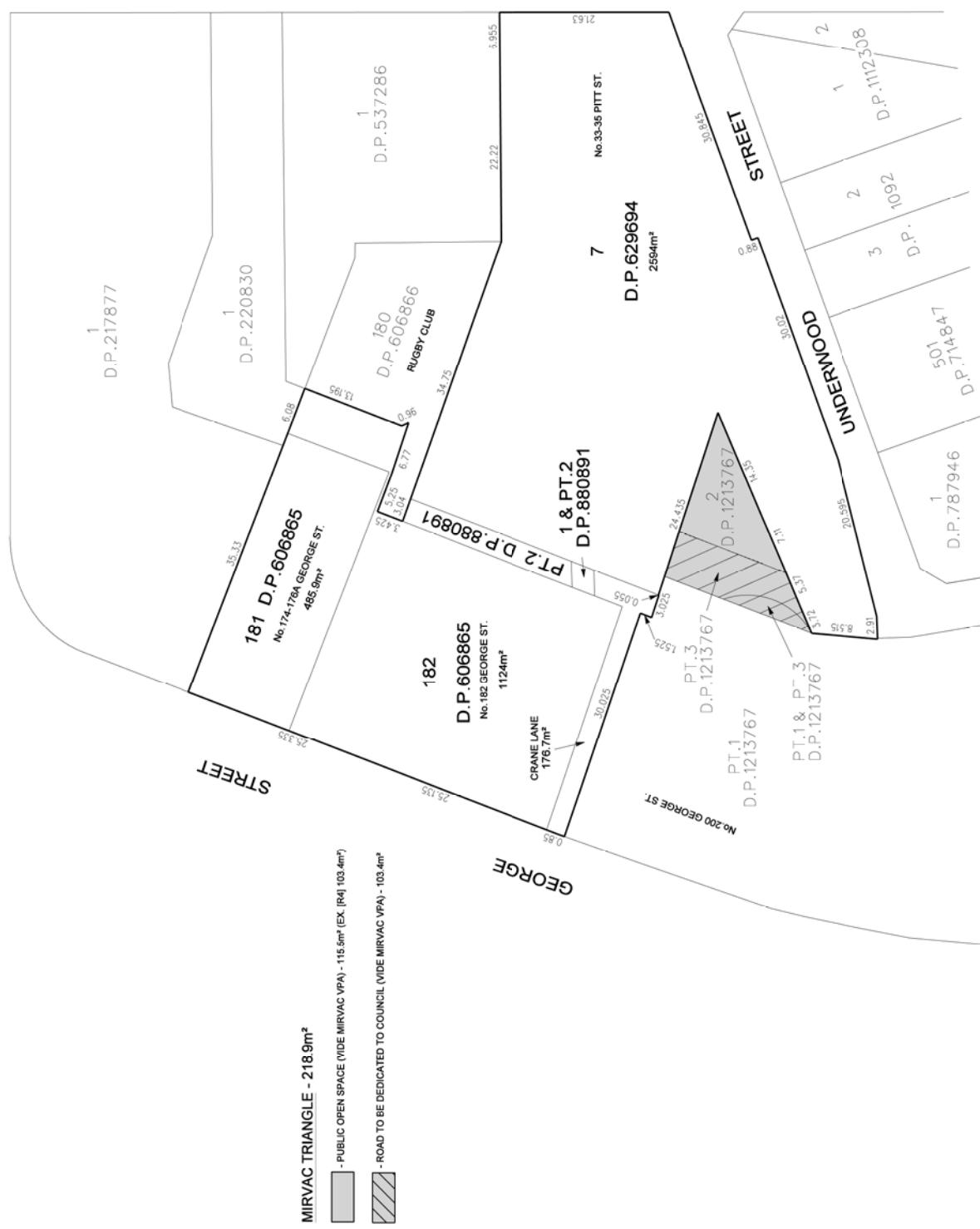
DRAFT

LLCO PLAN OF PROPOSED STRATA

COVER SHEET

ALFRED

STREET



Surveyor : GREGORY JON FRITH	PLAN OF LEASE CIRCULAR QUAY EXISTING LOT CONFIGURATION	LGA: CITY OF SYDNEY Locality : SYDNEY Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered	DP	Draft 16th May 2016 Revision B
Date of Survey : - Surveyor's Ref : 76824_EXIST					

LLCQ PLAN OF PROPOSED STRATA

PITT STREET LEVEL

STRATUM NOTES

- (SN1) - PT.101 IS UNLIMITED IN HEIGHT & DEPTH
 (SN3) - PT.101 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT
 TO THE UNDERSIDE OF 104
 & UNLIMITED IN HEIGHT
 (SN11) - 102 IS LIMITED IN DEPTH TO THE TOF OF PT.101 (BASEMENT CARPARK)
 (BASEMENT PARKING) & IS LIMITED IN HEIGHT TO THE
 UNDERSIDE OF [P1] (GSPS)
 (SN13) - PT.105 IS LIMITED IN HEIGHT TO THE UNDERSIDE OF
 106 (COMMUNITY BUILDING STRATUM) & IS
 LIMITED IN DEPTH TO PT.101
 (SN14) - [R1] & [R4] ARE LIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT CARPARK)
 & IS UNLIMITED IN HEIGHT
 (SN15) - PT.103 IS LIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT) & UNLIMITED
 IN HEIGHT EXCEPTING THE STRATUM OF PT.101 (NWS)
 (SN21) - PT.101 IS LIMITED IN DEPTH TO TOP OF [R1] & UNLIMITED IN HEIGHT
 (SN24) - [R8] (UNDERWOOD STREET WIDENING) IS LIMITED IN DEPTH TO THE
 UNDERSIDE OF ROAD & IS UNLIMITED IN HEIGHT



- [R1] - ROAD TO BE DEDICATED TO COUNCIL (VIDE MIRVAC VPA) - 103.4m²
 [R4] - INDICATIVE DEEP SOIL ZONE 90m²
 [R5] - PUBLIC OPEN SPACE (VIDE MIRVAC VPA) - 115.5m² EX. [R4] 103.4m²

- MIRVAC TRIANGLE - 218.9m²
 [R6] - ROAD TO BE DEDICATED TO COUNCIL (VIDE MIRVAC VPA) - 103.4m²
 [R7] - INDICATIVE DEEP SOIL ZONE 90m²

FOR SECTIONS SEE SHEET 4

Surveyor : GREGORY JON FRITH	PLAN OF
Date of Survey : -	LLOC, PROPOSED SUBDIVISION OF LOTS 103, 104, 105 & 106
Surveyor's Ref : 76824_SUB	(LOTS 1 & D.P. 537286, LOT 103 & D.P. 537286, LOT 104 & D.P. 537286, LOT 105 & D.P. 537286, LOT 106 & D.P. 537286, MIRVAC TRIANGLE)

Locality : SYDNEY
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:400

LLCQ, PROPOSED SUBDIVISION OF LOTS 103, 104, 105 & 106
 (LOTS 1 & D.P. 537286, LOT 103 & D.P. 537286,
 LOT 104 & D.P. 537286, LOT 105 & D.P. 537286,
 LOT 106 & D.P. 537286, MIRVAC TRIANGLE)

Draft
 DP 16th May 2016
 Revision B

Registered

This is sheet 2 of my plan in 4 sheets

LLCQ PLAN OF PROPOSED STRATA

GEORGE STREET LEVEL & ABOVE

STRATUM NOTES

(SN1) - PT.101 IS UNLIMITED IN HEIGHT & DEPTH

(SN11) - PT.102 IS LIMITED IN DEPTH TO THE TOP OF PT.101 & UNLIMITED IN HEIGHT

(SN14) - [R1] & [R4] ARE LIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT

CARPARK) & ARE UNLIMITED IN HEIGHT

(SN15) - PT.103 IS LIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT CARPARK)

& IS UNLIMITED IN HEIGHT

(SN17) - PT.103 IS LIMITED IN DEPTH TO THE TOP OF PT.105 & UNLIMITED IN HEIGHT

(SN18) - PT.104 IS LIMITED IN DEPTH TO THE TOP OF PT.101 & UNLIMITED IN HEIGHT

(SN19) - PT.106 IS LIMITED IN DEPTH TO THE TOP OF PT.105 & UNLIMITED IN HEIGHT

(SN20) - PT. [R4] IS LIMITED IN HEIGHT TO THE UndERSIDE OF THE TOWER

ABOVE AS SHOWN IN DRAFT PLAN PRINTED 4 FEB 2013

[REF: 110821 D SUB 8] IS LIMITED IN DEPTH TO THE TOP OF PT.101

(SN21) - [R1] IS LIMITED IN DEPTH TO THE STRATUM OF PT.101 (NWS)

(SN22) - PT.101 IS LIMITED IN DEPTH TO TOP OF [R1] & UNLIMITED IN HEIGHT

(SN24) - [R8] (UNDERWOOD STREET) WIDENING IS LIMITED IN DEPTH TO THE

UNDERSIDE OF ROAD & IS UNLIMITED IN HEIGHT

(SN25) - [R1] IS LIMITED IN DEPTH TO THE TOP OF THE STRATUM OF [NWS]

& IS UNLIMITED IN HEIGHT

[REF: 110821 D SUB 8] IS LIMITED IN DEPTH TO THE TOP OF PT.101 (NWS)

(SN26) - PUBLIC OPEN SPACE (VIDE MIRVAC VPA) - 115.5m² (EX. [R4] 104.7m²)[R4] - ROAD TO BE DEDICATED TO COUNCIL (VIDE MIRVAC VPA) - 104.7m²[P1] - INDICATIVE DEEP SOIL ZONE 90m²

[DSZ]

[R1] - NEW WALKWAY STRATUM

[RE] - RETAIL PREMISES

[R8] - UNDERWOOD STREET WIDENING

[R6] - PUBLICLY ACCESSIBLE PLAZA WITHIN PT. LOTS 2 & 3 D.P. 1213787

(VIDE MIRVAC VPA)

[R1] - LANEWAY

[R2] - EXISTING RIGHTS OF ACCESS WITHIN LOT 180 D.P. 608866 & LOT 1 D.P. 537286

[R4] - ROAD TO BE DEDICATED TO A MIRVAC VPA AS SHOWN IN DRAFT PLAN

PRINTED 4 FEB 2013 (ISSUE 8), PREPARED BY MARK JOHN ANDREW

[REF: 110821 D SUB 8]

[R5] - EXISTING ACCESS RIGHTS BENEFITTING LOT 180 D.P. 608866 & LOT 1 D.P. 537286

[R6] - EXISTING ACCESS RIGHTS BENEFITTING LOT 180 D.P. 608866, LOT 181 D.P. 608865,

LOT 1 DP220590 & LOT 1 D.P. 537286

[R8] - UNDERWOOD STREET WIDENING

[NWS] - NEW WALKWAY STRATUM

[RE] - RETAIL PREMISES



Surveyor : GREGORY JON FRITH

Date of Survey : -

Surveyor's Ref : 76824_SUB

Locality : SYDNEY

Subdivisions No:

Lengths are in metres. Reduction Ratio 1:400

Registered

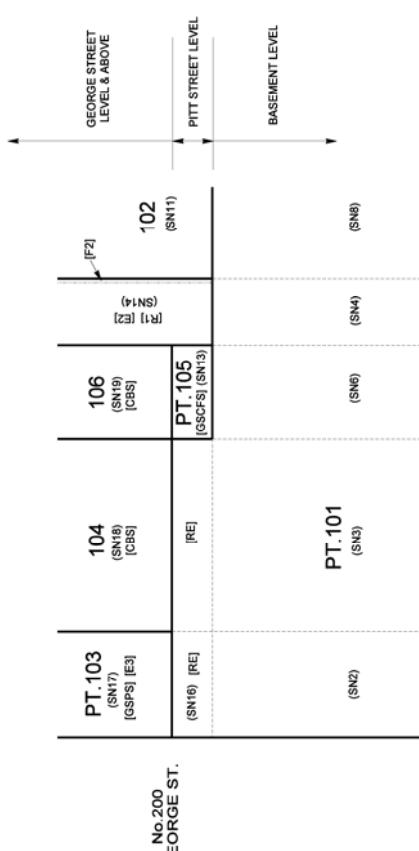
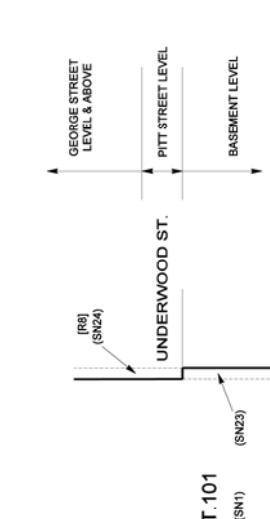
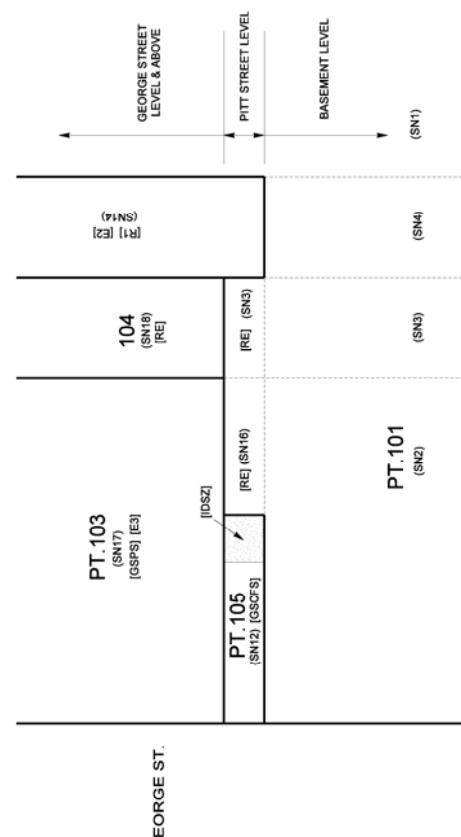
Draft

DP 16th May 2016

Revision B

LLCQ PLAN OF PROPOSED STRATA

SECTIONS

**SECTION X - X****SECTION V - V****SECTION Z - Z**

STRATUM NOTES

- (SN1) - PT.101 IS UNLIMITED IN HEIGHT & DEPTH
- (SN1) - 02 IS LIMITED IN DEPTH TO THE TOP OF PT.101 & LIMITED IN HEIGHT TO SOLAR PLANE
- (SN13) - PT.105 IS LIMITED IN HEIGHT TO THE UNDERSIDE OF 06 (COMMUNITY BUILDING STRATUM)
- & IS LIMITED IN DEPTH TO PT.101
- (SN14) - (R1) & (R4) ARE UNLIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT CARPARK) & ARE UNLIMITED IN HEIGHT
- (SN16) - PT.101 IS UNLIMITED IN DEPTH & IS LIMITED IN HEIGHT TO THE UNDERSIDE OF PT.101(GSPS)
- (SN17) - PT.103 IS UNLIMITED IN DEPTH TO THE TOP OF PT.105 & UNLIMITED IN HEIGHT
- (SN18) - 04 IS LIMITED IN DEPTH TO THE TOP OF PT.101 & UNLIMITED IN HEIGHT
- (SN19) - 106 IS LIMITED IN DEPTH TO THE TOP OF PT.105 & UNLIMITED IN HEIGHT
- (SN20) - PT.104 IS UNLIMITED IN HEIGHT TO THE UNDERSIDE OF THE TOWER ABOVE & AS SHOWN IN DRAFT PLAN PRINTED 4 FEB 2013 (ISSUE 8), PREPARED BY MARK JOHN ANDREW
- (SN21) - PT.103 IS LIMITED IN DEPTH TO THE TOP OF PT.101 (BASEMENT) & UNLIMITED IN HEIGHT EXCEPTING THE STRATUM OF PT.101 (NWS)
- (SN22) - PT.101 IS UNLIMITED IN DEPTH TO TOP OF [R1] & UNLIMITED IN HEIGHT
- (SN23) - PT.101 IS UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE UNDERSIDE OF [R8] (UNDERWOOD STREET WIDENING)
- (SN24) - R8 UNDERWOOD STREET WIDENING IS LIMITED IN DEPTH TO UNDERSIDE OF ROAD & IS UNLIMITED IN HEIGHT
- [F2] - JACKSONS ON GEORGE FAÇADE AMENDMENTS ZONE BENEFITTING 102
- [F3] - COMMERCIAL LAND USE IS FOR
- [F4] - RETAIL PREMISES WILL BE MAXIMUM 100m² WITH PRIMARY ACCESS FROM [R1]
- [F5] - RESTRICTION ON USE - RESTRICTING USE FOR RESIDENTIAL, HOTEL & SERVICED APARTMENTS
- [P1] - PUBLICLY ACCESSIBLE PLAZA WITHIN LOTS 2 & 3 D.P.1213767 (VIDE MIRVAC VPA)
- [R1] - LANEWAY
- [R2] - EXISTING RIGHTS OF ACCESS WITHIN LOT 180 D.P.606866 & LOT 1 D.P.537286
- [R4] - ROAD TO BE DEDICATED VIA MIRVAC VPA AS SHOWN IN DRAFT PLAN PRINTED 4 FEB 2013 (ISSUE 8), PREPARED BY MARK JOHN ANDREW REF: 110821 D SUB
- [R5] - EXISTING ACCESS RIGHTS BENEFITTING LOT 1 DP37286
- [R6] - EXISTING ACCESS RIGHTS BENEFITTING LOT 180 DP606866 & LOT 1 D.P.537286
- [R7] - EXISTING ACCESS RIGHTS BENEFITTING LOT 180 DP606866, LOT 181 DP606865, LOT 1 DP220630 & LOT 1 DP37286
- [R8] - UNDERWOOD STREET WIDENING
- [NWS] - NEW WALKWAY STRATUM
- [RE] - RETAIL PREMISES

SECTION W - W

DEDICATION
LANEWAY [R1], LOTS 103, 104, 105 & 106 ARE TO BE DEDICATED TO CITY OF SYDNEY.

PLAN OF
LLCQ PROPOSED SUBDIVISION OF LOTS 103, 104, 105 & 106
(LOTS 1 & 2 D.P.850869 CT & D.P.5256634 & MIRVAC TRIANGLE,
(LOTS 2 & 3 D.P.1213767).

Draft
DP 16th May 2016
Revision B

Surveyor : GREGORY JON FRITH
Date of Survey : -
Surveyor's Ref : 76824_Sub

Localty : SYDNEY
Lengths are in metres. Reduction Ratio 1:300

Registered

T15 is street 4 of my plan in 4 streets