

# DEED OF VARIATION OF 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**

**Property: 33-35 Pitt Street, 174-176A, 178-186  
and 200A George Street, Sydney**

Sydney2030 / Green / Global / Connected

Reference: S113831

## DEED OF VARIATION

THIS DEED is made on

2021

### PARTIES

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** ABN 22 636 550 790 of Town Hall House, 456 Kent Street Sydney NSW 2000 (**City**);
- (2) **LENLEASE (CIRCULAR QUAY) PY LIMITED ABN 18 604 906 685 as TRUSTEE FOR THE LENLEASE (CIRCULAR QUAY) TRUST ABN 70 131 986 485** of 30-34 Hickson Road Millers Point NSW 2000 (**Developer**)

### BACKGROUND

- A. The City and the Developer are parties to the Agreement.
- B. The City and the Developer have agreed to vary the Agreement in the manner set out in this Deed of Variation.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 INTERPRETATION

- 1.1 In this Deed of Variation, unless the context otherwise requires:

**Agreement** means the planning agreement between the City and the Developer dated 25 July 2016 and varied by a letter of variation dated 19 March 2018.

**Deed of Variation** means this deed of variation of the Agreement and all annexures, schedules, attachments and exhibits.

- 1.2 **Rules for interpreting this Deed of Variation**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed of Variation, 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) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
  - (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) A reference to a month is to a calendar month.
- 1.3 A reference to a term defined in the Agreement has the same meaning when used in this Deed of Variation.
- 1.4 This Deed of Variation 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 VARIATION OF AGREEMENT**

The Agreement is varied as follows:

### **2.1 In Item 1.1 Definitions**

The following definitions are added:

**Base Building Voids** means the voids located on level 2 and 3 of the Business Innovation Space.

**Base Building Voids Cost** means the amount payable for the design and installation of the Base Building Voids as set out in the Performance Brief, being \$388,632.

**Business Innovation Space** means that part of the Development described in section 2.1(g) of Annexure A and section 2.7 of the Performance Brief.

**Cold Shell Rescope Costs** means the amount payable for the additional works agreed between the City and the Developer necessary to achieve an Occupation Certificate for the Business Innovation Space, being \$298,181.

**Main Works (CC-B1)** means the works listed as B1 in condition 1 of development consent D/2017/1620

**Public Benefits (CC-PB1)** means the works listed as PB1 in condition 1 of development consent D/2017/1620.

**Relevant Construction Certificate** means:

- (a) for the Business Innovation Space Base Building Works, Laneways and Lane Level Public Plaza – the first Construction Certificate for the Main Works (CC-B1);
- (b) for the George Street Public Cycle Facility – the first Construction Certificate for the Public Benefits (CC-PB1); and
- (c) for the Community Building, Public Art and George Street Public Plaza – the first Construction Certificate for the Community Building.

**Warm Shell Give Back Credit** means the credit amount agreed between the parties for the deletion of the warm shell scope for the Business Innovation Space being an amount of \$1,197,953

## 2.2 In **Item 1.1 Definitions**

The following definitions are amended as follows:

**Jacksons on George Remodelling** delete the wording “means the remodelling of the existing building located on the Jacksons on George Property” and replace with the wording “means the demolition and redevelopment of the building located on the Jacksons on George Property in accordance with development consent D/2017/1620”.

**Minimum Ecologically Sustainable Design Requirements** delete the wording of the definition and replace with the following wording

- (a) a design for the commercial tower building and its services to achieve at minimum
  - (i) 5 star Green star rating under Its Green Star – As Built Office (v3) ratings tool, or its equivalent; and
  - (ii) A 5 star NABERS Energy rating; and
- (b) the commercial tower building and its services being designed to be capable of achieving minimum 4 star NABERS water.

## 2.3 In **clause 10.3 (a) (viii)**:

In the first line after the words “the detailed designs for” insert the words “an item of”

In the second line after the words “date of issue of” delete the word “a” and add the word “the Relevant” before the words “Construction Certificate”

In the third line after the words “Construction Certificate” add the words “for that item of the Developer’s Works.” and delete the words “ that approves the construction of any structures above the ground floor of the Development”.

2.4 In **clause 10.3 (a) (ix)**:

At the beginning of the first line insert the words "an item of" before the words "the Developer's Works"

In the first line delete the word "do" after the words "the Developer's Works" and replace with the word "does".

In the second line after the words "date of issue of the" delete the word "first" and add the word "Relevant" before the words "Construction Certificate"

In the third line delete the words "the Development" and replace with the words "that item of the Developer's Works"

2.5 In **Schedule 1 Agreement Details**:

**Item 7 Guarantee Due Date** - At the beginning of the first line add the words "For each separate Guarantee" and after the words "prior to the" delete the word "first" and replace with the word "Relevant".

In the second line delete the words "for the Development" and replace with the words "for that item of the Developer's Works".

2.6 In **Schedule 3 Public Benefits**:

**1. PUBLIC BENEFITS OVERVIEW**

**Item 1 Monetary Contribution, Column 2 Attributed Value**

Delete the wording in Column 2 and replace with the following wording:

"An amount equal to the sum of the following amounts:

- 1) \$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; plus
- (2) \$1,197,953 being the Warm Shell Give Back-Credit; less
- (3) \$388,632 being the Base Building Voids Cost; less
- (4) \$298,181 being the Cold Shell Rescope Costs".

2.7 **2. PAYMENT OF MONETARY CONTRIBUTION**

**In paragraph 2.5 Business Innovation Space Fitout (c):**

In the first line delete the words "the Developer must use its best endeavours to procure early access by the City to the Premises" and replace with the words "that the City will be given access to the Premises" before the words "for the purposes of carrying out the Business Innovation Space fitout".

In the second line delete the words "however the City acknowledges any such early access will not be provided earlier than 6 weeks prior to" and insert the words "the day after" before the words "practical completion of the Commercial Tower".

2.8 **5. FINAL DESIGN OF DEVELOPER'S WORKS**

**In paragraph (a):**

In the second line after the words "the design of" add the words "a particular item of".

In the fourth line delete the word "first" and replace with the word "Relevant", and after the words "Construction Certificate". Delete the words "for the Development" and replace with the words "for that item of the Public Benefits component of the Developer's Works"

**Add a new paragraph (b) as follows:**

"For the Public Benefit components of the Developer's Works other than the George Street Public Plaza, Community Building and Public Art, within 60 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate for the particular item of the Public Benefit components of the Developer's Works, 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".

**In paragraph (c):**

At the beginning of the first line add the words "For the George Street Public Plaza, Community Building and Public Art"

In the first line delete the number "60" and replace with the number "30" before the words "Business Days".

In the third line after the words "detailed costs estimate" add the words " for the particular item of the Public Benefit components of the Developer's Works" and delete the words "(with respect to the George Street Public Plaza, Community Building and Public Art only)"

In the last line after the word paragraph delete (b) and replace with (c).

**In paragraph (d)(i):**

In the second line after the words "related to" and before the words "the Developer's Works" insert the words "that particular item of the Public Benefits component of".

**In paragraph (e):**

In the fifth line after the words "in order to carry out" and before the words "the Developer's Works" insert the words "that particular item of the Public Benefits component of".

**In paragraph (f):**

In the first line after the words "the value of" and before the words "the Developer's Works" insert the words "a particular item of the Public Benefits component of".

In the fourth line after the words "the scope of" and before the words "the Developer's Works" insert the words "a particular item of the Public Benefits component of".

## 2.9 **9 PREMISES**

### **In the table entitled Business Innovation Space Long Term Lease – Detailed Lease Terms**

In the third item - Commencing Date, in the first line of the second column delete the number "6" after the words "the date that is" and replace with the number "12".

### **In the table entitled Business Innovation Space Short Term Lease – Detailed Lease Terms**

In the third item - Commencing Date in the first line of the second column delete the number "6" after the words "the date that is" and replace with the number "12".

## 2.10 **In Annexure A – Public Benefits – additional plans and specifications 2 DEVELOPER'S WORKS**

### **2.1 Description of Developer's Works**

#### **In paragraph (b) George Street Public Cycle Facility:**

In the ninth line delete the words "target of 300" before the word "bicycles" and replace with the words "minimum of 200".

#### **In paragraph (c) Community Building:**

In the third line delete the words "and an option of a third floor" after the words "an accessible roof area".

In the sixth line delete the number "5" after the words "include a minimum" and replace with the number "3.6".

In the seventh line delete the number "4" after the words "a minimum" and replace with the number "2.7" before the words "metre high".

In the eleventh line delete the word "glass" after the words "include an internal".

#### **In paragraph (g) Business Innovation Space Base Building Works:**

In the fifth line add a new paragraph with the words "The Base Building Voids will be constructed by the Developer in accordance with the Performance Brief".

In the seventh line after the words "will be provided" insert the words "as a Cold Shell" and delete the words "Warm Shell".

In the tenth line – bullet point - delete the wording "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" and add the wording "Cold shell base building for a 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"

In sub paragraph a) in the second line after the words "operational (1:8 sq m occupancy)" delete the wording "designed to achieve Grade A commercial office space in accordance with the Property Council of Australia's "A Guide to Office Building Quality 2012 (for new buildings)"

In sub paragraph a) i. insert the words "to allow a" before the words "minimum clear internal ceiling height of 3.85 m" and add the words "assuming a ceiling by tenant, services and structural zone of 1250mm and no access floor" after the words "minimum clear internal ceiling height of 3.85 m"

In subparagraph a) ii delete the words "5 Star Green Star As Built Rating, NABERS 5 Star Energy Rating and 4 Star Water Rating" and add the words "to achieve the Minimum Ecologically Sustainable Design Requirements; and".

At the beginning of sub paragraph a) iii add the words "infrastructure to support" before the words "separate metering of".

In subparagraph b):

Delete "b) i Ceiling" and "b) ii Carpet".

Add a new subparagraph b) ii with the following wording "Life safety systems operational (based on open plan), emergency and exit lighting; and"

In subparagraph b) iii delete the word "data and insert the words "minimum of 2 physically separated tenant data risers".

Delete "b) iv Lighting, mechanical and life safety systems operational (based on open plan) and".

In subparagraph c)

In the eighth line delete the words "Warm Shell" after the words "additional scope beyond" and add the words "Cold Shell".

In the ninth line after the words "will be a fitout cost" add the words "borne by the City"

## 2.11 **Annexure B APDG Block 4 Community Components Performance Brief 10 May 2016v2**

### **In sub clause 1.3.5:**

In the fourth line delete the figure "4.5" after the word "minimum" and before the word "metre" and replace with the figure "3.6".

In the fifth line delete the figure "3.5" after the word "minimum" and before the word "metre" and replace with the figure "2.7".

### **In sub clause 2.7.3: Warm Shell**

Delete the whole paragraph 2.7.3 and replace with the following:

**2.7.3 Cold Shell** The cold shell shall include concrete slab, base building voids and balustrades, HVAC provisions capped at each level, backbone cable management systems (within core), waste points for kitchens (capped at core), restrooms, perimeter zone lighting and GPOs for future solar blinds (by fitout), life safety systems (operational based on open plan), house and tenant electrical distribution boards, emergency and exit lighting to the open office areas, security-proximity card (or similar) access system to shared lifts and building entry points and portal access to a Building Management System.

The base building voids shall be located on level 2 and 3 of the space. The void on level 2 shall be approximately 1765mm x 10360mm and the void on level 3 shall be approximately 1680mm x 8750mm.



**Sub clause 2.7.4 Fitout:**

In the last sentence, delete the word "fire" after the word "interconnection".

**Sub clause 2.7.5 Services Reticulation (Warm Shell)**

Delete the entire subclause 2.7.5.

**In sub clause 2.8.1 Public Domain Design Requirements:**

Under the sub heading *Paving*:

In the sixth bullet point delete the last sentence beginning with the words "Paving design" and ending with the words "unit size"

In the eighth bullet point delete the words "and including representative of the 'Water Square'" after the words "Public Domain Design".

Under the sub heading *Lighting*:

Delete the eighth bullet point "Allow for lighting of public art elements".

**In subclause 2.8.2 George Street Plaza:**

Under the heading **Additional Design Requirements:**

In the third bullet point add the words "except where otherwise agreed with Council" after the words "George Street boundary".

Under the sub heading *Trees*:

In the first bullet point delete the figure "80" before the word "sqm" and replace with the figure "65".

In the second bullet point delete the figure "4m" after the words "is no less than" and replace with the figure "3m".

Under the sub heading *Services infrastructure*:

In the third bullet point delete the figure "20'" before the word "dBm" and replace with the figure "67".

In the fourth bullet point delete the words "Provide separate pumping facilities for the" before the words "lift in the community"; and add the word "designed" after the words "public cycle facility" and before the words "to address".

**In sub clause 2.8.5 Tower Link Bridge:**

Under the heading Key Design requirements:

In the first bullet point delete the figure "4" and replace with the figure "5" before the word "metres".

**In sub clause 2.9.2 Lower Ground:**

In the sixth line delete the words "transparent and" before the words "illuminated at night"

In the seventh line delete the word "stone" after the word "quality" and before the word "finish".

**In sub clause 2.9.3 Ground Floor:**

In the fifth line delete the words "with benches and work surfaces that can be hidden away when ground floor space needs to be maximised" after the words "on the ground floor".

In the seventh line after the words "floor space" delete the words "which is reconfigurable into a range of sizes and volumes" and the following sentence "Operable walls can be utilized to divide the space up into different floor plans/room sizes".

In the last line delete the figure "4.5" and replace with the figure "3.6" before the word "metre".

**In sub clause 2.9.4 First Floor:**

In the third line delete the sentence "A concealable office should be included".

In the last line delete the figure "3.5" and replace with the figure "2.7" before the word "metre".

**In sub clause 2.9.5 Roof Top:**

Delete the heading "Roof Top" and replace with the heading "Second Floor".

In the first line delete the word "roof" before the word "terrace"; and delete the words "the full extent of the roof are a" and add the words "part of the second floor" before the words "of the Community Building".

In the third line delete the word "roof" before the word "terrace".

Delete the first two bullet points

After the remaining two bullet points delete the remaining wording of the sub clause

**In sub clause 2.9.8 Building services:**

Under the heading *Mechanical*:

In the first line add the words "each space" add the words "excluding lobby and stairs".

In the second last line delete the words "the head end" after the words "and accessed via" and add the words "remote login".

Under the heading *Audio Visual and Communications*:

In the first line after the word "Building" add the words "by means of future cabling, excluding cabling and AV connection points in the Café cold shell area"

In the second paragraph delete the words "BMS, security and energy metering" after the word "data".

In the last line delete the figure "20dBm" and replace with the figure "67dBm" before the words "in any area".

Under the heading *Hydraulic & Fire Services*:

In the final line, add the words "or S" after the "P".

**In sub clause 2.10 3 Space Metrics :**

Under the heading *Bike Storage*:

In the first line delete the words "target 300" and replace with the words "minimum 200" before the word "bicycles".

In the second bullet point delete the figure "10" and replace with the figure "5" before the word "spaces".

Under the heading *Female changing rooms and showers*:

In the second line delete the figure "1" and replace with the figure "1.05" before the letter "m".

Under the heading *Male changing rooms and showers*:

In the second line delete the figure "1" and replace with the figure "1.05" before the letter "m".

Under the heading *Lockers*:

In the first line delete the figure "50" and replace with the figure 35 before the symbol "%".

In the second line delete the figure "50" and replace with the figure "65" before the symbol "%".

In the fourth line delete the figure "400" and replace with the figure "240" before the word "lockers".

Delete the last sentence "Lockers to be 400mm wide 'step lockers' or a 300mm wide box locker type, or a combination of the two" and replace with the sentence "Lockers to be a combination of double stack 'shirt-height' lockers and box type lockers".

**In sub clause 2.10.6 Security/access**

In the last line delete the figure "20dBm" and replace with the figure "67dBm" before the words "in any area".

**In Appendix 2: Schedule of Warranties**

Delete the table and replace with the following:

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
<b>Architecture</b>			
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	2 years
Non-façade Glazing	Manufacturer and installer	Principal	10 years, 5 years laminated glass
Waterproof membrane External (Collateral Warranty)*	Supplier interlocked with Applicator	Principal	15 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
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
<b>Façade</b>			
Façade System <i>(Collateral Warranty) *</i>	Designer, Fabricator and Installer	Principal	10 years, 5 years for laminated glass
Structural Silicone	Supplier, Contractor	Principal	10 years
Automatic Doors	Supplier, Contractor	Principal	1 years
<b>Hydraulics</b>			
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
<b>Fire Services</b>			
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
<b>Mechanical</b>			
Toilet Exhaust System Thermal Performance	Designer /Fabricator/Contractor	Principal	40 years (N/A - Toilet exhaust system does not need to satisfy)
TES Construction	Fabricator/Contractor	Principal	7 years
All Plant and Equipment	Manufacturer/ Supplier	Principal	1 Year minimum or Manufacturer Warranty Period
Piping and Wiring	Manufacturer/ Supplier	Principal	1 year
<b>Electrical, Communications and Security</b>			
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
<b>Vertical Transportation</b>			
Lifts*  (Collateral Warranty)*	Manufacturer and Installer	Principal	1 year minimum or Manufacturer Warranty Period
<b>Other</b>			
Sanitary and Kitchen Fittings and Appliances	Manufacturer	Principal	Manufacturer Warranty Period
All Fixed Joinery	Supplier/Installer	Principal	2 Years (1 year for locks)
All Loose Furniture	Manufacturer/Supplier	Principal	3 years
External Pavements	Manufacturer	Principal	10 years
Irrigation Systems	Manufacturer/Installer	Principal	2 Years on product; 1 year on installation
Roller Shutters and Grilles	Manufacturer/Installer	Principal	5 Years excluding motor and controls; motor and controls – 1 year
Metal Finishes - Internal	Manufacturer/Installer	Principal	15 years powder coat and anodised; 10 years galvanized; 5 years specialist metal finish (Astor or Axolotyl)
Metal Finishes - External	Manufacturer/Installer	Principal	10 Years

\*Subject to standard form of collateral warranty being agreed prior to commitment.

- 2.12 Replace all references in the Agreement to the previous sections of the *Environmental Planning and Assessment Act 1979* to the updated sections of the *Environmental Planning and Assessment Act 1979*.

### **3 NO OTHER CHANGE**

The parties confirm that the Agreement will continue in full force and effect as varied by this Deed of Variation. Nothing in this Deed of Variation will be read or construed as implying any form of variation or waiver other than as expressly set out in this Agreement.

### **4 FURTHER ASSURANCE**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed of Variation.

## **5 LEGAL COSTS**

- 5.1 Each party is responsible for payment of its own legal costs arising from or in connection with this Deed of Variation.
- 5.2 The Developer must (at its cost) procure registration of this Deed of Variation under the *Real Property Act 1900 (NSW)* in the relevant folio of the Register in accordance with section 7.6 of the *Environmental Planning and Assessment Act 1979 (NSW)*.

## **6 GENERAL**

- 6.1 This Deed of Variation contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed of Variation are of no effect.
- 6.2 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.
- 6.3 Nothing in this Deed of Variation in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.
- 6.4 The invalidity, illegality or unenforceability of any provisions of this Deed of Variation will not affect the validity or enforceability of any other provisions.
- 6.5 This Deed of Variation may only be varied in writing by the agreement of the parties.
- 6.6 This Deed of Variation is governed by and construed in accordance with the law of the State of New South Wales.
- 6.7 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed of Variation.

**EXECUTION**

**Executed** as a deed on

**Signed for and on behalf of THE COUNCIL OF THE CITY OF SYDNEY** by its duly authorised officer in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name (printed):

\_\_\_\_\_  
Name of Authorised Officer:

Signed by **LENDLEASE (CIRCULAR QUAY) PY LIMITED ABN 18 604 906 685** as **TRUSTEE FOR THE LENDLEASE (CIRCULAR QUAY) TRUST ABN 70 131 986 485** in accordance with section 127 of the Corporations Act:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary:

\_\_\_\_\_  
Full Name (printed):

\_\_\_\_\_  
Full Name (printed):