

McKenzie Group
Level 6, 189 Kent Street
Sydney NSW
Australia 2000
Attn: [REDACTED]

MPW Stage 2 (SSD 7709) – Statement of Compliance for Condition of Consent B196

Dear [REDACTED]

This letter addresses compliance with Condition of Consent (CoC) B196 of the Moorebank Precinct West (MPW) Stage 2 (SSD 7709) development consent, in respect of Maersk Logistics & Services Australia Pty Ltd (**Maersk**), the tenant of Warehouse N1. CoC B196 states:

*Prior to occupancy of any freight village or warehouse tenancy, and every subsequent occupation of these tenancies, details of the tenant and occupation activity is to be submitted to the Planning Secretary demonstrating that the proposed activity complies with **Conditions A17 and A20**.*

CoCs A17 and A20, in turn, state:

A17: The warehousing and distribution facilities must only be used for activities associated with freight using either the MPE or MPW rail intermodal terminal.

A20: Freight village tenants and occupations are restricted to those activities that provide:

- a) ancillary support for the development, its tenants, worker population and visitors;*
- b) a nexus with activities undertaken in relation to the warehouse, logistics functions of the IMT development and/ or;*
- c) provide aligned services to the intermodal functions.*

Maersk has entered into an Agreement for Lease dated 25 September 2023 regarding the premises and, once practical completion for the premises is achieved its use and occupation of the premises will be governed by the form of Lease annexed to the Agreement for Lease.

Please see below an extract from the Lease, particularly regarding compliance with SSD7709:

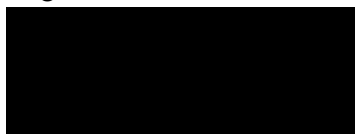
Clause 8.6 - Compliance with Laws and Requirements

- (a) At its own expense, the Tenant must comply with and observe all Laws and Requirements, including but not limited to SSD 7709 and any complying development certificates, concerning:*

- (i) the Premises (but excluding works of a structural or capital nature unless the need for which is caused by the Tenant due to the matters set out in clauses 8.6(a)(ii) or 8.6(a)(iii)) or any of the Tenant's Property or both;*
 - (ii) the Tenant's Business conducted from the Premises; and*
 - (iii) the specific use or occupation of the Premises including any which arise as a result of the gender, disability or number of persons in the Premises, whether or not the Law or Requirement is addressed to, or required to be complied with by, the Landlord, any of the Head Landlords or the Tenant or all of them or by any other person.*
- (b) If any Law or Requirement is notified to or served upon the Tenant, it must promptly provide a complete copy to the Landlord.*
 - (c) The Tenant must obtain the Landlord's consent (not to be unreasonably withheld) before complying with any Law or Requirement under clause 8.6(a), which requires any variation, modification or alteration of the Premises.*
 - (d) Subject to clause 8.6(f), the Tenant may only occupy and use the Premises at times which are approved from time to time by any relevant Authority (Permitted Operating Hours). To the extent it is notified to the Landlord by any relevant Authority, the Landlord will notify the Tenant of any change to the Permitted Operating Hours and from the date specified in the Landlord's Notice the Tenant must comply with the revised operating hours set out in the Landlord's Notice.*
 - (e) The Tenant must ensure that the Tenant's Agents and suppliers comply with the Tenant's obligations pursuant to this Lease and in particular clause 8.6(d).*
 - (f) The Tenant must comply with any conditions of consent imposed by any Authority regarding the use of the Premises or the Precinct during the Permitted Operating Hours.*
 - (g) The Tenant indemnifies and will keep indemnified the Landlord against any failure on the part of the Tenant and or persons under its control to comply with the provisions of this clause 8.6.*

For further information, please don't hesitate to contact the undersigned.

Regards,



Project Director – Moorebank

